

MANDVI (KUTCH) NAGARPALIKA
GENERAL CONDITIONS, RULES, NOTE AND DIRECTIONS FOR
CONTRACTORS.

1. Tenders once offered shall not be withdrawn except with the permission of Nagarpalika.
2. Tender once accepted shall be binding upon the contractor even if the formal agreement is not signed.
3. Quantities of items in bill of quantities may vary in case of necessity arises.
4. All duties chargeable by the nagarpalika will be payable by the contractor.
5. The rate shall be inclusive of VAT/service tax/GST or any other taxes, duties, labour cess or levy etc. payable by the contractor for which no extra payment shall be made and no claim in this context shall be entertained.
6. ~~The percentage above or blow shall be filled in ink in figure and words. The final total shall be struck by the contractor under his signature.~~
7. Contractor is requested to see the site physically before tendering. He is also requested to quote the rates keeping in view the points mentioned in relevant pages of tender documents.
8. The contractor shall have to submit the tenders in duplicate
9. All information's/details to be submitted in the given Performa supported by the valid certificated &attested duly signed.(please refer information's Details to be submitted by the tenders in the Performa mentioned under statement.
10. Receipts for payments made on account of the 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.
11. The measurements of work will be taken according to the usual method in use in the R & B, Nagarpalika and Narmada, Water Resources and water supply Department and no proposal to adopt alternative methods will be accepted. The decision of the

- Engineer-in-Charge as to what is the usual method in use in the R & B, Nagarpalika and Narmada, Water Resources and Water Supply Department shall be final.
12. The insurance company's bond will not be accepted against the security deposit.
 13. No payment in foreign exchange will be made under this contract. However the Chief Officer may if he is satisfied regarding necessity of release of foreign exchange, may issue letter of recommendation without any commitment or any financial or contractual liability to the Nigam.
 14. The contractor shall not be permitted to tender for the work in which his near relative is working in that Nagarpalika as an Engineer of any category, Accountant, Store Keeper, and in the DOM Office. as controlling that Nagarpalika as on date when the tender is submitted.
- Note :-The term "near relative" means wife, husband, parent, grand-parent, children, grand children, brothers, sisters, uncles, aunts and cousins.
15. The contractor should compulsorily furnish his latest address(es) including the latest address of his partners and place(s) of filling his / their income-tax returns along with the tender (In the appendix - I appended hereinafter.), The latest address(es) should invariably and forthwith be intimated by the contractor to the Concerned Chief officer.
 16. For any change in quantity in bill of quantity, no extra claim shall be entertained by Mandvi (Kutch) nagarpalika in this regard. Contractor will have to carry out work at the same rates.
 17. Earnest money deposit shall be submitted on line and after submission on line, in form of F.D.R (off line) shall be submitted in office of chief officer Mandvi (Kutch) nagarpalika Mandvi (Kutch). As per details given on line (off line) in sealed envelope. By R.P.A.D /speed post. If earnest money deposit is not received, the bid shall be rejected.
 18. No advance such as machinery advance, mobilization advance or materials advance will be given.
 19. All tenderers are cautioned that e-tender containing any deviation from the contractual terms and conditions, specifications or requirements shall be rejected as non-responsive.
 20. Alternative tenders are not acceptable.
 21. Offline details for tender fee and E.M.D. is not considered.

22. Tenders which do not fulfill all or any of conditions or are submitted incomplete in any respect will be rejected.□
23. Conditional tenders will not be accepted and will be rejected outright.
24. **CONDITION FOR THE WATER SUPPLY & ELECTRIC SUPPLY WATER SUPPLY:**
The contractor shall arrange at his own cost, a suitable supply of potable and sale free water for the construction of the works and provide a satisfactory supply of safe water for drinking, washing, sanitation and cleaning down. The contractor will be responsible for all the costs where applicable of connection, meter installation, water consumed, water required for testing purposes, disconnection and the laying, maintenance and ultimate removal of any distribution system around the site.

ELECTRICITY:

- Contractor will have to make all arrangement for obtaining power connection, the installation, operation, maintenance, and subsequent removal of temporary supply of electricity. Nagarpalika shall issue only authorization letter to the contractor for obtaining power connection and yet if power is not available, in time the work shall not be postponed.
- The contractor shall be entitled to use such supply, Electricity as may be available on the site for purpose of the work and shall pay such charges as is fixed by the appropriate supply Authorities.
- In case if there is any delay in supply of power site any interruption or fault in the power during the work. No compensation shall be paid for idle labor staff, machineries and for use of diesel operating sets etc. as the case may be.
25. For Extra Items which not included in tender, but included in S.O.R. of R&B Division (Kutch) For This Extra Item rates will be considered as per the S.O.R. of R & B (Kutch) for year 2015-16 with considering the Plus/ Minus quoted in tender. For any increase or decrease in the Quantity more than 30% during the execution shall be paid @ the Tender Rate. No claim by the contractor is entertained.
26. Award of contract will be made to a lowest tenderer whose responsive tender is determined to be the lowest evaluated tender.
27. If required, department may negotiate with the lowest evaluated responsive bidder.
28. Nagarpalika chief officer/president Reserves the rights to increase/decrease the scope of work. No any claim to that effect shall be entertained. The chief officer/president also reserves the right to reject any or all the tenders without assigning any reason thereof.

29. In case of insufficient numbers of bidder, chief officer/president reserves right to waive the eligibility criteria.
30. In case of any dispute or clarification in specification of any tender items the decision of nagarpalika/consultant of this work shall be final.
31. The department reserves the right to qualify /disqualify any applicant without assigning any reason.
32. Applicants shall be disqualified if they have
 - (i) made untrue or false representation in the forms, statements and attachments required in the qualification documents; or
 - (ii) record of poor performance either due to technical or financial or any other reasons.
33. The request of the bidder for not opening of bid shall not be accepted, if bidder has submitted tender fee and E.M.D. on line..
34. for any change in quantity in bill of quantity, no extra claim shall be entertained by Mandvi (Kutch) nagapalika in this regard. Contractor will have to carry out work at the same rates.
35. All bidders are requested to visit all the sites. The rates of tenders should be quoted such that expenditure to be done for leveling, removing debris and demolition of existing structure if any, should included in the quoted rate. No extra payment should be given for such items.

□ નગરપાલિકા

વધારાની શરતો

૧. પરત આવેલ ઈ – ટેન્ડરો પૈકી કોઈપણ ટેન્ડર કોઈપણ કારણસર આપ્યા સિવાય સ્વીકારવું, રદ કરવું, કોને આપવું અને કયા ભાવથી આપવું તેમજ મંજૂર કે ના મંજૂર કરવાની સત્તા નગરપાલિકાને આબાધીત રહેશે.
૨. શરતી ટેન્ડર સ્વીકારવામાં આવશે નહીં.
૩. ટેન્ડર સાથે અર્નેસ્ટમની ડીપોઝીટની રકમ એફ.ડી.આર થી મોકલવાની રહેશે અર્નેસ્ટમની ડીપોઝીટની રકમ વગરના ટેન્ડર માન્ય ગણાશે નહીં.
૪. કામ મંજૂર થયેથી ૩,૦૦,૦૦૦ મુજબ સીક્યોરીટી ડીપોઝીટની રકમ ડીમાન્ડ ડ્રાફ્ટથી નગરપાલિકામાં જમા કરાવવાની રહેશે તથા ૫% મુજબ સીક્યોરીટી ડીપોઝીટની રકમ બીલમાંથી કપાત કરવામાં આવશે.
૫. ૬,૦૦,૦૦૦ રકમનો પર્ફોમન્સ બોન્ડ એફ.ડી.આર/ બેંક ગેરંટી નેશનલાઈઝ બેંક/ શીડયુલ બેંક ની આપવાની રહેશે.
૬. કામ કરવા માટે જરૂરી સાઈટ સફાઈ તેમજ અન્ય જવાબદારી કોન્ટ્રાક્ટર/ એજન્સીની રહેશે.
૭. ચાલુ કામે તકરાર યા મતભેદ પડશે તો ટેન્ડર મંજૂર કરનાર ઓથોરીટી જે નિર્ણય લેશે તે નિર્ણય કોન્ટ્રાક્ટર/ એજન્સીને આખરી અને બંધન કર્તા રહેશે તેમાં કોઈ દાદ કે ફરીયાદ ચાલશે નહીં.
૮. ટેન્ડર મંજૂર થયેથી સરકારી નિયમ મુજબના ઈન્કમેટેક્સ તથા અન્ય ચાર્જ બીલમાંથી કપાત કરવામાં આવશે.
૯. ટેન્ડર મંજૂર થયેથી સરકારી નિયમ મુજબ સ્ટેમ્પ ડ્યુટીનો સ્ટેમ્પ તેમજ એગ્રીમેન્ટ માટેનો નોન જ્યુડીશીયલ સ્ટેમ્પ કોન્ટ્રાક્ટર/ એજન્સીએ રજૂ કરવાનો રહેશે.
૧૦. ટેન્ડરના ભાવમાં કોઈ ભાવ વધારો કે ભાવ ફેર કરી આપવામાં આવશે નહીં.
૧૧. ટેન્ડરના કામમાં વધારો કે ઘટાડો કરવાની તેમજ અન્ય એક્સ્ટ્રા આઈટમ કરવા તથા ટેન્ડરની કોઈ આઈટમ જરૂરી જણાયે રદ કરવાની સત્તા ટેન્ડર મંજૂર કરનાર ઓથોરીટીની રહેશે જેમાં કોઈ પ્રકારના વળતરની કે હકદાવાની માંગણી કરી શકાશે નહીં.
૧૨. નગરપાલિકા કે નગરપાલિકાના કંસલ્ટન્ટ ધ્વારા કામગીરી દરમ્યાન વખતો વખત જે સુચનાઓ આપવામાં આવે તેનો ચુસ્તપણે કોન્ટ્રાક્ટર/ એજન્સીએ અમલ કરવાનો રહેશે.
૧૩. કામગીરી દરમ્યાન સાઈટ ઉપરની તમામ જવાબદારી કોન્ટ્રાક્ટર/ એજન્સીની રહેશે.
૧૪. પીડબલ્યુડીના નિયમોની તમામ શરતો ટેન્ડરમાં લાગુ પડશે અને તે કોન્ટ્રાક્ટર/ એજન્સીને બંધન કર્તા રહેશે.
૧૫. જો કામગીરી ગ્રાન્ટની હશે તો તેના આદેશમાં જણાવેલ અનુસારની શરતો, વિગતો, નિયમો વિગેરેનું પાલન કોન્ટ્રાક્ટર/ એજન્સીએ કરવાનું રહેશે તેમજ જેમ – જેમ ગ્રાન્ટના હપ્તા રીલીઝ કરવામાં આવશે તે પ્રમાણે કામગીરીના બીલનું ચુકવણું કરવામાં આવશે.
૧૬. ફોર્મ – બી ૧ ની શરતો બંધન કર્તા રહેશે કામ રોડ અને બિલ્ડીંગ ખાતુ, ગુજરાત રાજ્યના જનરલ ટેકનીકલ સ્પેસીફિકેશન ઓફ રોડ તેમજ બિલ્ડીંગ વર્કસની બુક મુજબ અનુસરવાનું રહેશે. ન.પા સ્ટાફ તેમજ નગરપાલિકાના આ કામના કંસલ્ટન્ટના સુચનો પણ સાઈટ ઉપર ચાલુ કામે ધ્યાનમાં લેવાના રહેશે, બી – ૧ ફોર્મ તથા સ્પેસીફિકેશનની પુસ્તીકા ગુજરાત બુક સ્ટોર્સ, ૨૦ – બી, ડીસ્ટ્રીક્ટ શોપીંગ સેન્ટર, સેક્ટર – ૨૧, ગાંધીનગર ખાતેથી કોન્ટ્રાક્ટરે જાતે મેળવી લેવાની રહેશે તે વાંચીને પછીજ ટેન્ડર ભરવું.
૧૭. કોઈપણ કાયદાકીય લીટીગેશન □ શહેરની કોર્ટમાં રહેશે.
૧૮. કામ શરૂ કરતા પહેલા તેમજ ચાલુ કામ દરમ્યાન નગરપાલિકા તેમજ નગરપાલિકા /કંસલ્ટન્ટની સુચના મુજબ મટીરીયલ કે બીજા ટેસ્ટીંગ રીપોર્ટ કોન્ટ્રાક્ટર/ એજન્સીએ પોતાના ખર્ચે કરાવવાના રહેશે આ અંગેનો લઈજવા લાવવા સહીતનો સંપૂર્ણ ખર્ચ કોન્ટ્રાક્ટર/ એજન્સીએ ભોગવવાનો રહેશે.
૧૯. લેબર એક્ટ પ્રમાણે રજીસ્ટ્રેશન અંગે અમલ કરવાનો રહેશે જો તે મુજબની કાર્યવાહી નહીં થઈ હોઈ તો તે માટે કોન્ટ્રાક્ટર/ એજન્સી સંપૂર્ણ પણે જવાબદાર રહેશે.
૨૦. સેલેક્શન, સરચાર્જ અન્ય ટેક્સ કે અન્ય કોઈપણ સરકારી કરવેરા ભરવાની જવાબદારી કોન્ટ્રાક્ટર/ એજન્સીની રહેશે.
૨૧. ચાઈલ્ડ લેબર એમ્પ્લોઈ કરી શકાશે નહીં તે માટે કોન્ટ્રાક્ટર/ એજન્સી સંપૂર્ણ પણે જવાબદાર રહેશે.
૨૨. કોઈપણ કારણસર ટેન્ડર રદ કરવામાં આવે તો કોન્ટ્રાક્ટર/ એજન્સી તે અંગે કોઈપણ પ્રકારનો હક દાવો કે વળતરની માંગણી કરી શકશે નહીં.
૨૩. રાજ્ય/ કેન્દ્ર સરકારશ્રીના વખતો વખતના કાયદા મુજબ જે કોઈ રકમની કપાત કરવાના હુકમ સરકારશ્રી કરશે તે મુજબ કોન્ટ્રાક્ટર/ એજન્સીના બીલમાંથી કપાત કરવામાં આવશે.
૨૪. લેબર વેલ્ફેર ફંડ માટે હાલમાં રાજ્ય સરકારશ્રીએ કરેલા હુકમ મુજબ ૧% રકમ બીલમાંથી કાપી લેવામાં આવશે.

૨૫. આ કામના કંસલ્ટન્ટની સુચનાઓ, માર્ગદર્શન, ડ્રોઈંગ તેમજ તેમના ધ્વારા આપવામાં આવે તે ડીટેઈલ વિગતો મુજબ એજન્સીએ કામગીરી કરવાની રહેશે, કંસલ્ટન્ટ ધ્વારા કામગીરીનું બીલ ચેક, વેરીફાઈડ, ચકાસણી તેમજ બીલ ચુકવવા માટેનું જરૂરી સર્ટીફિકેટ રજૂ કર્યા પછી કામગીરીનું બીલ ચુકવવામાં આવશે.
૨૬. સ્થળ પરિસ્થિતી/ જરૂરીયાત મુજબ કામ કરાવતા ટેન્ડરમાં જણાવેલ કોન્ટ્રીટીમાં વધ — ઘટ થશે તો તે અંગે કોન્ટ્રાક્ટર/ એજન્સી ધ્વારા કોઈપણ પ્રકારની વધારાની નાંણાકીય માંગણી કરી શકશે નહીં અને કામ ઓછું થાય તો પણ કોન્ટ્રાક્ટરની વળતરની માંગણી સ્વીકારવામાં આવશે નહીં.
૨૭. ચાલુકામ દરમ્યાન પ્રોટેક્શનની સંપૂર્ણ જવાબદારી કોન્ટ્રાક્ટર/ એજન્સીની રહેશે અને કોઈપણ અકસ્માત થશે તો તેની સંપૂર્ણ જવાબદારી કોન્ટ્રાક્ટરની રહેશે.
૨૮. કોઈપણ કારણસર જો કોન્ટ્રાક્ટર/ એજન્સીને કામ ન આપી શકાય તો તે અંગે કોન્ટ્રાક્ટર/ એજન્સી કોઈપણ પ્રકારનો નુકશાની — વળતરનો હકક દાવો કરી શકશે નહીં કે કાયદાકીય કાર્યવાહી આ અંગે થઈ શકશે નહીં ટેન્ડર મંજૂર થયાનો અર્થ કામ આપીજ દેવાનું છે તેવો થઈ શકશે નહીં.
૨૯. રસ્તાની કામગીરી કરવા માટે ખોદવામાં આવેલ વધારાની માટી, રોડા, પથ્થર, લાદી તેમજ અન્ય તમામ મટેરીયલ્સ એજન્સીએ તેના ખર્ચે અને જોખમે ઉપાડી લેવાનું રહેશે. આ અન્વયે એજન્સીને કોઈ વધારાની રકમ મળવાપાત્ર રહેશે નહીં.
૩૦. આ કામનો ડીફેક્ટ લાયાબીલીટી પીરીયડ ત્રણ વર્ષનો છે અને રહેશે.
૩૧. કરવાની થતી રસ્તાની કામગીરી અન્વયે એજન્સીએ તમામ રસ્તાઓના હયાત લેવલ લેવાના રહેશે અને તેનો લેવલ ચાર્ટ બનાવી જે તે રોડમાં પ્રથમ લેવલીંગ કરવા માટે કરવી પડતી કામગીરી કરવાની રહેશે એટલે કે રસ્તાઓના ઢાળ યોગ્ય રીતે પ્રથમ તૈયાર કરવાના રહેશે અને તે મુજબનો પણ લેવલ ચાર્ટ તૈયાર કરવાનો રહેશે. આ કામગીરી અન્વયે કોઈ અલગથી ચાર્જ કે રકમ એજન્સીને મળવાપાત્ર રહેશે નહીં.
૩૨. ડીફેક્ટ લાયાબીલીટી (ફ્રી મેઈન્ટેનન્સ) પીરીયડ દરમ્યાન કોઈપણ રસ્તામા ભુવા, ગાબડા, જરી કે ખાડાઓ પડશે તે એજન્સીએ તેના ખર્ચે અને જોખમે પુરી રીપેરીંગ કરી રસ્તાને ૩ (ત્રણ) વર્ષ સુધી નિભાવવાની જવાબદારી એજન્સીની રહેશે જે અંગે કોઈ અલગથી ચાર્જ કે રકમ એજન્સીને મળવાપાત્ર રહેશે નહીં.
૩૩. પેવર બ્લોકની ડીઝાઈન, સાઈઝ, શેપ, કલર વિગેરે નગરપાલિકા ધ્વારા જે આખરી/ નિયત/ મંજૂર કરવામાં આવે તે મુજબના બ્લોક એપ્રુવ કરાવી ત્યાર બાદજ સપ્લાય કરવાના રહેશે.
૩૪. મટીરીયલ ટેસ્ટીંગ ગેરી ખાતેની સરકારી લેબોરેટરીમાં કરાવવાનું રહેશે તેમ છતાં ખાસ સંજોગોમાં સરકારશ્રી ધ્વારા એપ્રુવ્ડ/ રેકોગનાઈઝ કરેલ માન્યતા પ્રાપ્ત લેબોરેટરી ખાતે કરાવવાનું રહેશે. (□ □ □ □)
૩૬. કામદાર માટેનો આરોગ્ય વિમો લેવાની જવાબદારી ફરજીયાત પણે જે તે કોન્ટ્રાક્ટર/ એજન્સીની રહેશે.

ઉપરોક્ત તમામ શરતો તથા નિયમો અમોએ ટેન્ડર ભરતા પહેલા કાળજી પુર્વક વાંચ્યા છે અને અમોને તેમજ અમારા વહીવટ કર્તાઓને કબુલ મંજૂર અને બંધન કર્તા છે તેમજ રહેશે.

કોન્ટ્રાક્ટર/એજન્સીની સહી

Testing of Materials :-

The contractor shall all times have access to and association with the sampling of materials & their products which are to be used in works as per tender provision . Also

contractor shall have to arrange for collecting samples & sending to the field Laboratory as well as GERI laboratory or Laboratory which is recognized by the Govt. & to make all arrangement regarding tender condition or as directed by the Engineer – in – charge. All type charges shall be born by the contractor on initial as well as final stage of work.

Testing of Materials and their products shall be as per the specifications. The testing materials shall be tested in GERI or Other Government recognized, approved laboratory.

The testing charge shall be paid by agency.

STATEMENT NO:1

DECLARATION

I/we hereby declared that I/we am/are not partner(s) blacklisted or connected with firm blacklisted in any states, CPWD/MES/Railways or any Government, Semi-Government or private body.

At present I/We am/are registered as approved contractor(s),firms in any state, CPWD/MES/Railways.

We, the partners/owners of this firm, hereby give an undertaking that we are jointly and severally responsible to meet all the liabilities ever and above the business of this firm and make good the above financial loss sustained by the Mandvi (Kutch) Nagarpalika as a result of out abandoning the works entrusted to us.

I/we further declare that my/our relatives are not working in Mandvi (Kutch) Nagarpalika as an C.O, E.E.,D.E.,S.O.,ACCOUNT,etc. as on today

Sign. Of Contracture
Date:-

Tender Declaration form

To.

Chief officer

Mandvi (Kutch) Ngarpalika

Mandvi (Kutch)

Project - ANNUAL RATE FOR PAVER BLOCK REPAIRING AT MANDVI NAGARPALIKA AREA,
MANDVI NAGARPALIKA.

Dear Sir,

I/We the undersigned have carefully gone through and clearly understood the Tender documents of above mentioned project comprising of Notice Inviting tenders, Articles of Agreement, scope of work, Definition of terms, notes Instructions /Information to tender, condition of contract, special condition of contract, Appendices, Specifications, Schedule of quantities and tendered drawings furnished by Mandvi (Kutch) nagarpalika. I/We have satisfied myself/ourselves as to the location of site, examined drawings. I/We have visited site & fully acquainted with local situations regarding materials, laborers, & other factors pertaining to work before submitting tenders.

I/We do hereby offer to execute and complete the whole of the work within the time specified all in accordance with the specification, deigns, drawings and instruction in writing referred to in the said document and with such materials as per provided for, at the respective rates which I/We have quoted in the schedule-B or at such other rates as may be fixed under the provisions of these conditions. In the event of this tender being accepted I/We agree to enter into an agreement and when required and execute the contract, according to your form of agreement as or in default where of I/ we bind myself/ourselves to forfeit the Earnest Money Deposit.

I/We understand that if I/WE shall not enter in agreement within ten days or decided by HNP from the date of receipt of letter of acceptance, you will for fit the Earnest Money paid by me/us and take necessary action as deemed fit.

I/We have enclosed a Demand Draft/ fixed deposit (FDR) of Nationalized Bank as an Earnest Money Deposit for the sum as mentioned in NIT, the full value of which is to be absolutely forfeited to the Employer if I/We fail to commence the work specified. Otherwise the Employer shall retain the said sum, as on account of such. Security Deposit as provided for in the aforesaid documents.

I/We agree not to employ Sub-contractors other than those that may be approved in accordance with conditions in the aforesaid documents.

I/We understand that chief officer/president is not bound to accept the lowest or any tender, which are received.

I/We am/are bound to execute the job if the work order is issued within 180 days from the date of opening of the tender.

I/We agree to pay the Government income-tax, sales-tax(central and state) sales tax on work consult, octroi duties and other prevailing from time to time on such items on which the same are leviable and the rates quoted by me/us are inclusive of the same.

Sign. Of Contractor
Date:-

CERTIFICATE

I/We certify that I/We have inspected the location of the proposed work before quoting my/our rates.

I/We have also inspected the quarries and borrow areas and satisfied my self/ ourselves regarding the quality, availability and transport facilities for earth, stone, block, bricks, and cement etc. through the network of available roads and path ways required for the work.

Sign. Of Contracture
Date:-

WORK AND SITE CONDITIONS

WORKS AND SITE CONDITION

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WORKS AND SITE CONDITION

1.0 INTRODUCTION :

GENERAL FEATURES OF THE PROJECT:

- 1 Road Work in Nagarpalika Different Area.

2.0 LOCATION :

The proposed work site is situated in Mandvi (Kutch) Town of Mandvi (Kutch) Taluka of Kutch District. It is about around 380 Km away from the Ahmedabad..

3.0 COMMUNICATION :

The nearest place for ordinary marketing is Mandvi (Kutch) is situated at around 380 Km. away from Ahmedabad.

4.0 BRIEF DESCRIPTION OF WORK:

4.1 WORKS TO BE EXECUTED / SCOPE:

The works to be carried out under this tender are as under:-

1. Construction of Block Work.

4.2 PRINCIPAL DETAILS OF WORK:

Work to be performed for the various items is included in Schedule-'B'.

The above information is only a general outline and does not in any way limit the performance of all work and supply of plant, machinery, all labour and materials necessary for completing the works as shown in the approved working drawing and mentioned in the specification.

No extra payment or claim on account of any additions or an alteration in working drawing shall be admissible.

5.0 LABOUR :

Availability is good except sowing and harvesting period, however there may be shortage of skilled labour like masons, Carpenters, Operators, Mechanics etc. The contractor shall have to make his own inquiries in this regard and quote his rates.

6.0 HOUSING :

Area being highly rural, there are no local housing arrangements available and contractor will have to make his own arrangements for his staff and labour etc.

7.0 WATER SUPPLY:

The contractor shall have to make his own arrangement of water supply for his work. Fresh use of water for work will be allowed free of cost to the contractor from the river length flowing in the construction area and area transferred to the N. W.R. & W.S. Deptt. Pumping, Purification storage tanks, pipeline, etc. for the said purpose should be arranged by the contractor at his own cost.

8.0 DRAINAGE:

Suitable and adequate arrangement shall have to be made by the contractor for Drainage of Drain water around his colony and work spots. The contractor shall also have to install and maintain at his own cost suitable drainage system to dispose off sewage and sludge from his colony. The labour colony layout system shall be got approved from the Engineer-in-charge.

9.0 CAMP REGULATIONS :

The contractor shall be responsible for maintaining law and order in his camp and on his work, and shall employ such officers, watchmen or other persons as required. Unauthorized or undesirable persons shall be excluded from the camp and the work. If in the opinion (which shall not be questioned) of the Engineer-in-charge and employee, the agent of the contractor misbehaves and/or cause obstruction in the proper execution, or otherwise makes himself undesirable, the contractor shall on receipt of the instruction to do so, remove him from the premises.

10.0 MEDICAL AID:

There is in no dispensary on work site. However there is Government Civil Hospital @ Mandvi (Kutch) 2 kms away from the work site.

The services of this Hospital will be available to the contractor's staff and labour on payment of requisite charge as may be required to be paid by the contractor at his own cost.

11.0 POWER SUPPLY:

Electric power for construction purpose, at present on work site is not available. If required, the contractor has to manage at his own expenses the required power or the work to be carried out under this contract. However, the department will co-operate for expediting the concerned authorities in UGVCL. for availing the

power supply. The contractor will be directly responsible for payment of electrical charges as above with the UGVCL.

The contractor will have to make his own arrangement to lay and maintain the necessary distribution lines and wiring for the works at his own cost.

All such wiring and methods of construction for overhead distribution of other lines should be in accordance with the Indian Electricity Act. 1910 and Indian Rules 1956 and any other rules or instruction issued there under. Special attention shall be paid to comply with the rule No. 61,66,70,90,91 and 93 of the Indian Electricity Rules.

The layout and methods of laying the lines and wiring shall have the prior approval of the Engineer. The contractor shall however be remained as answerable and liable for any loss or damage or injury to any person or property of the Government or of other caused by or arising from his failure or observance of Indian Electricity Act. 1910. Indian Electricity Rules 1956 as amended from time to time.

12.0 ROADS:

The contractor shall construct and maintain suitable inspection paths in the works, limit. Any haul or approach road, if necessary for the contractors work shall be provided at his own cost. There will however be no charge for any reasonable use of any road constructed by Government.

The approach road / haul road shall be maintained by the contractor at his own cost. However, during the construction work in progress if other agencies are also working simultaneously, the haul road and / or approach roads shall be repaired & maintained by all such agencies sharing cost of. Decision of Engineer-in-charge for sharing of cost in this regard shall be considered final & shall be binding to all the agencies working simultaneously, as narrated above.

13.0 POST TELEGRAPHS AND TELEPHONE:

A post office is available in Mandvi (Kutch). There is no trunk connection has been installed at work site. Contractor shall make his or her own arrangements for telephone, if required.

14.0 BANK FACILITY:

Branches of State Bank of India and other schedule banks are available at Mandvi (Kutch)

15.0 SUPPLY OF PETROL AND DIESEL:

Diesel and petrol will be available in Mandvi (Kutch) Tal.Mandvi (Kutch).

16.0 MATERIAL:

16.1 SAND :

Sand is available from River. If enough quantity and if required quantity of sand is not available from this sources contractor shall manage for receiving the sand from other sources without any extra claim. The contractor shall have to pay for dead rent lease charge and all other charges including royalty charge etc. and shall have to produce royalty payment documents to Department.

16.3 COARSE AGGREGATE:

The coarse aggregates for Road repairing work may be available from Vatrak. work site, However contractor shall arrange for approved quality of coarse aggregate at his own cost at suitable place.

. If the materials of required standard are not available from the specified quarries, extra lead will not be payable for bringing the materials from other quarries than indicated by the department and under written permission from the competent authority.

16.4 WATER :

The sweet potable water is available from surrounding wells. Contractor shall take necessary permission from Engineer-in-charge. Hence Contractor shall make all his efforts and make his own arrangement to get the water in required quantity for curing, mixing and domestic use.

16.5 OTHER MATERIALS:

The contractor shall make his own inquiries regarding availability of other materials required for construction of entire work and accordingly he should quote the rate.

17.0 THE LEAD:

The lead and availability of the required quantity of materials in respect of the quarry site shown above are given for guidance of the contractor as per the latest available data with the department. However, after operating upon the quarry site, if the required quantity is not yielded from the quarry, the contractor will have to bring the materials at his risk and cost from any other quarry which may be situated at the lead more than the specified lead as above. No extra payment shall be made for additional lead over specified leads for any of the materials. No extra claim shall be entertained if the required materials are not available from the above quarries or within the specified lead.

18.0 CONSTRUCTION PROGRAM:

The contractor shall submit his construction program and progress report as stipulated under clause No.70 (B-2) of the B-2 from the ensure good-progress during execution of work. The contractor shall be bound in all cases to complete the work within stipulated time limit or extension there of as granted by the Govt. for which contractor is not liable for delay.

The contractor shall furnish construction schedule accordingly.

General Conditions

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GENERAL CONDITION

All the conditions given in the clauses appearing hereinafter shall be deemed to form part of the contract in B-1 form and shall be deemed as supplemental to the same. These conditions shall be binding to the contractor in the same manner as the terms and conditions in the B-1 form.

1.0 DEFINATIONS :

In the contract at hereinafter defined the following words and expressions will have the meaning hereby assigned to them.

(a) Approved / Approval

Means approved in writing.

(b) Construction Plant

Means all equipment, appliances or things or whatsoever Material required for the execution, completion or maintenance of the works or temporary work but does not include materials or other things intended to form or forming part of the permanent work.

(c) Contract

Means the instructions and information for tenderers, general and special conditions of contractor, specifications, drawings, tender (including schedules of quantities and tender prices), the formal agreement and all added and attachments related to the above.

(d) Contractor

Means the particular person, firm on representation with whom the contract has been made for executing the works.

(e) Drawings

Means the drawing referred to in the specifications, any modification of such drawings approved in writing by the Chief Officer, and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-charge.

(f) Engineer-in-charge

Means the Engineer-in-charge of the works (i.e. Assistant city Engineer) of specified parts of works under the contract or such other departmental assistance or subordinates to whom the Engineer-in-charge (i.e. Chief Officer) may have delegated certain duties, acting separately within the scope of the particular duties entrusted to them. The contractor will be given a copy of the Government's Authorization designation the Engineer-in-charge by name and delegating him his authority at the item when contract is signed. It is however, to be distinctly understood that, no delegation of powers shall be made to such departmental assistance or subordinates except in respect of supervision to ensure compliance of the contract conditions.

(g) Government

Means Government of Gujarat, Narmada & Water Resources, Water Supply and Kalpsar Department of Gujarat State.

(h) I.S.I.

Means Indian Standard Specifications.

(i) Day

Means a day from midnight to midnight.

(j) Month

Means from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month.

(k) Week

Means seven consecutive days.

(l) Rupees

Means Rupees of Indian currency.

(m) Site

Means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the owner for the purposes of the contract together with such other places as may be specifically designated in contract or subsequently approved as forming part of site.

- (n) Superintending Engineer
Means the Superintending Engineer in overall charge of the works.
- (o) Chief Engineer
Mean the officers to whom the Superintending Engineer of the circle in overall charges of the works reports. {i.e. C.E. & A.S. (C.G.)}.
- (p) Temporary works
Means all temporary works of every kind required for the performance of the contract.
- (q) Works
Mean the works to be executed in accordance with the contract.
- (r) Employer or owner
Means the Govt. of Guj. Narmada, Water Resources, water supply & kalpsar department, Nagarpalika on its commencement of business.
- (s) Tender Amount
Means the total amount included in the tender in Schedule - "B". of the tender documents or it's negotiated amount.
- (t) Contract Amount
Means the amount of the work done in accordance with contract duly certified by Engineer-in-charge in the bill of payment.
- (u) Contract Value
Means the total value of the works as mentioned in the letter of acceptance of the tender.

2.0 CONTRACTORS OBLIGATIONS:

- 2.1 The contractor shall be deemed to have carefully examined the works and site conditions, the specifications, schedules and drawings and shall be deemed to have fully informed himself regarding the local condition.
- If he shall have any doubt as to the meaning of any portion of these general conditions, the special conditions, the scope of the work, the specifications or any other matter, concerning the contract, he shall in good time before submitting his

tender set forth the particulars thereof, and submit them to the Engineer-in-charge that such doubt may be removed.

- 2.2 The contractor shall unless in cases specially provided for, make all payments at his own expenses undertake to do things and supply all labour, materials, constructional plant, temporary works, transport, supervision and every thing whether of a temporary nature or permanent nature required in and for construction, completion and maintenance of the works and for performing the obligations of the contract for which Narmada, Water Resources and Water Supply Department would have to undertake to do or supply and the Narmada, Water Resources and Water Supply Department carried out the construction, completion and maintenance of works.

3.0 GOVERNMENT AUTHORISED TO WITHHELD PAYMENT DUE TO THE CONTRACTORS :

The Government shall have lien over all money payable to the contractor under this contract and also over his security deposit withheld or recoveries made under relevant clauses of this contract in respect of any Government tax or taxes, or other moneys which may become payable to Government by the contractor either alone or jointly with another under the provision of the Government acts or any other statutory enactment in force in modification or substitution there of, Government shall at all time be entitled to deduct the sum of taxes due from contractor from the money, securities or deposits which may become payable or returnable to the contractor under this contract.

4.0 AUTHORITY OF THE ENGINEER - IN - CHARGE :

The contractor shall execute, complete and maintain the works in strict accordance with the contract under the directions and to the entire satisfaction of the Engineer-in-charge (i.e. Chief Officer) and shall comply with the adhere strictly to the Engineer-in-charge instructions and directions on any matter (whether mentioned in the contract or not.) The Engineer-in-charge shall decide all questions, which may rise as for quality and acceptability of materials furnished and work executed. Manner of execution, rate of, progress of the works, interpretation of plans and specifications and acceptable fulfillment of the contract on the part of the contractor. He shall determine the amount and quantity of work performed and materials furnished and his decision and

measurements shall be final. In all such matter and in any technical question which may arise touching the contract, his decision shall be final and binding upon the contractor.

The Engineer-in-charge shall have the power to enforce such decisions and orders. If the contractor fails to carry out promptly, and if the contractor fails to execute work ordered by the Engineer-in-charge, the Engineer-in-charge may give notice to the contractor specifying a reasonable period therein and on expiry of that period process to execute such work as may be deemed necessary and recover the cost there of from the contractor.

5.0 CONTRACT DRAWINGS AND SPECIFICATIONS:

(A) Supply of sets of contract drawing and certified copy of accepted tender will be governed by clause-13 of the printed B-1 form.

(B) The drawing which form part of these specifications show the work to be done in as much details as is possible at present stage of tender invitation. They will be supplemented or supersede by such additional detailed working drawing as may be necessary as the work progresses. The contractor shall perform the work on these features and in accordance with these additional detailed working drawing as may be necessary as the work progress. The contractor shall perform the work on these features and in accordance with these additional or revised drawings as the case may be and at the applicable rate and terms as per the contract. Revised and / or additional drawings will be available for inspection in the office of the Engineer-in-charge and if copies of the same are required by the contractor three set of such revised and/or additional drawings will be given free of cost on request. Additional copies of the same will be supplied at the discretion of the Engineer and the contractor will be charged of Rs. 50.00 (Fifty) for each of such additional copy of the drawings. The change in design and section of spillway / Head regulator / E. dam will not be considered as the change in scope of the work.

(C) The contractor shall check all drawings carefully and advise the Engineer-in-charge immediately if any errors or omissions recovered. The contractor shall not take undue advantage of any kind of error or omission in the drawings supplied.

6.0 USE OF SITE:

- (A) The contractor shall be permitted to use land as specified in clause-55 of B- 1 form for permanent occupation of the work and he will also be allowed during the period of his contract the use of any other lands at rate under clause-54 of tender in the vicinity of the works as and when Engineer may considered such use to be necessary for the bonafide purpose of work. The contractor shall not commence any operations, on such lands except with the prior approval of the Engineer.
- (B) All area of operation including these for this staff and labour colonies handed over to the contractor shall be cleared and handed back in good condition to the Engineer except area under works constructed as per this contract or these for which specific approval has been obtained from the Engineer. The contractor shall make good to the satisfaction of the Engineer any damage or alterations made to areas, which he has to hand, back or to other property of land handed over to him for the purpose of this work.
- (C) Temporary structures may be constructed at his own expenses by the contractor for storage sheds, offices, residences etc. for non-commercial use of the land handed over to him and with the permission of the Engineer. These structures shall comply with the regulation that may be in force and/or specified by the Engineer with regards there to. For such noncommercial of land the rent shall be charge as mentioned under Clause-54 of additional, conditions of contract.
- (D) The contractor shall preserve all existing requisitions such as trees on or adjacent to the sites which do not interfere with the construction as determined by the Engineer. The contractor shall take all possible precautions in falling trees authorized for removal to avoid any unnecessary damage to the vegetation and trees not to be failed and to structures under construction of workman and shall be responsible for any damage if it occur in such operations.

All products from cutting of trees, grass etc. shall be the property of Government and shall be stacked at the place specified by the Engineer. No claim shall be made for such cutting and stacking of trees of grass etc. by the contractor.
- (E) The lands shall be herein before mentioned be handed over back to the Engineer within six months after the completion of the work under this contract. Also no land shall be hand by the contractor longer than the Engineer shall consider or deem it necessary and the contractor shall on due notice by the Engineer, vacate

and return the land which the Engineer may certify as no longer required by the contractor for purpose of the work.

7.0 BASE LINES AND GRADES :

- (A) Permanent base line (and cross line) shall be established at sufficiently close interval with bench marks at all corner points so serve as "reference grid". The contractor shall provide at his expenses, all templates, pillars, stackers, equipment, materials and labour for establishing the grid line and pillars and preserve during the whole period of construction. There shall be laid out with prior approval of the Engineer in charge. No base line or beach marks of reference marks without prior approval of the Engineer. The contractor shall maintain certified copies of such approved reference line marks and levels and shall not remove any of them with prior approval of the engineer.
- (B) The contractor shall further lay out the work from these reference base lines in consultation with the engineer and shall be level in connection therewith there with, notwithstanding the fact that the same might have been checked by the Engineer's staff.
- (C) The contractor shall be responsible for the proper execution of the work to such lines and grades as may be specified in the drawings or establish or indicated by the Engineer.

8.0 FENCING, LIGHTING AND VENTILATION:

(A) Except as here in after provided, the contractor shall unless otherwise specified be responsible for the proper fencing, lighting ventilation regarding and taking of the necessary safety measures for all works comprised in the contract and/or for the proper provision of temporary roadways, foot ways, guard fences, caution, notice etc. as far as the same may be rendered necessary by reasons of the work for the accommodations of workmen, foot passengers or other traffic and of the owners and occupants of adjacent property and of the public and shall remain fully responsible for any accident that may occur on account of this failure to take proper and timely precautions.

(B) LIGHTING

All the work, approaches and galleries shall be adequately illuminated with electric lights to the satisfaction of the Engineer. The power lighting connection

wiring equipment shall be subjected to the inspection and passing by electrical inspector to Government prised under the Indian Electricity Act. Any addition and alternation or omissions shall be get approved from Engineer and got certified from the electrical inspector. Work spots such as faces of excavation, earthwork, concreting and masonry work, grouting etc. shall be adequately flood lighted to the satisfaction of the Engineer. All coats involved in drawings low tension or high tension lines, meters, switches, starting and lighting accessories are to be borne by the contractor. Assistance will be given by the Department in form of expediting power supply release and connections by Gujarat Electricity Board. Whether more than one agency is working in the areas the contractor who has already provided lighting arrangement shall extend the facilities to the other contractor who shall pay for such facilities at mutually agreed rates in case of dispute, the matter shall be decided by the Chief Officer whose decision shall be final.

(C) VENTILATION

All Galleries, cross drains, adits, stairwells shall be properly and adequately ventilated by system of ducts and fans to the satisfaction of the Engineer position artificial means of ventilation shall be employed and shall be in operation at all times.

When more than one agency is working at one location, all the agencies should cooperate with each other. No contractor shall stop or threaten to stop his ventilation system and jeopardize the work of other contractor. the contractor who will be using the ventilation facilities installed by other contractor shall make payment to him at mutually agreed rates,. In case of disputes, the Engineer.-s decision shall be final .and binding on all parties.

In case of Works these are connection passages ventilation circulation system be kept on getting modified as and when different passage get jointed during excavation of the same and when they get out off the further works of concreting etc. as taken in hand. Also the demand of fresh air may change when more than one agency are working. The general layout ventilation shall be changed suitably to avoid any part being isolated from

(D) All the arrangement made for fencing; lighting and ventilation shall be maintained by the contractor throughout the tendency of the contract, till physical taking over of the work by the department.

(E) MAINTENANCE OF SERVICE

If after all the works under this contractor completed and accepted as such and in case the Engineer so directs the contractor shall maintain the lighting ventilation, drainage, communication facilities etc. determined by the Engineer.

The payment for such service maintained on direction after the completion and acceptance of the work under the contract shall be made at the rate as the Engineer at his uncontrolled discretion may determine. The maintenance of these services during the tendency of the work is of course the contractor's responsibility and at his cost except where other wise specified.

9.0 EXPLOSIVE AND INFLAMMABLE MATERIALS:

If explosive and inflammable material to be used for the execution of the works, the contractor shall be at his own risk and expense obtain such license of licenses for storing and using explosive and the contractor shall produce such license when ever demanded by the Engineer-in-charge or its subordinates for its verification for storage of explosive and inflammable materials, contractor shall construct and maintain magazines either temporary or permanent required for storage in accordance with the requirement of the appropriate government explosive rules in force. Such magazines shall clearly marked ^{te} "Dangerous Explosive" in the regional script and shall be in care of competent watchmen at all the times. The department shall not take any responsibility whatsoever in connection with the storage of explosive on site or of any accidents etc., in connection therewith. All operations of the contractor in which or for which explosives are applied shall be at his own risk and upon his sole responsibility contractor will have to engage licensed Blaster for all his such operation in actual excavation and needing blasting etc.

10.0 LIABILITY FOR ACCIDENTS TO PERSONS:

Responsibilities and inability of the contractors under "Workmen's Compensation Act" are given in clause-37, 37-A and 37-B of the printed B-1. in addition following shall also apply.

- (A) On the occurrence of an accident which result in death of workmen employed by the contractor or Govt. employed on duty or which is so serious as likely to result in death of any such workman or Govt. employee the contractor shall within 24 hours of happening of such accident intimate in writing to Engineer the facts of such accidents. The contractor shall indemnify Government against all loss of damage sustained by the Government resulting directly on identify from his failure to give information in the matter aforesaid including the penalties or fines if any payable by the Government. Due to such lapse, contractor shall be fully responsible for Government's failure to give notice under the workman's failure to give notice under the workman's Compensation Act or otherwise/ to conform to conform to the provisions of the said act in regard to such accidents.
- (B) In case of an accident in respect of which compensation any become payable under workmen's compensation Act whether by the contractor or by the Government's principal employer. It shall be lawful for the Engineer to retain out money due and payable to the contractor, such sum of sums of money as may be in opinion of the Engineer be sufficient to meet liability. The opinion of the Engineer shall be final in regard to all matters arising under this clause.
- (C) Contractor will be bound to provide in writing with the details of employment, emoluments paid and status of the workman concerned as may be required under the act to the Engineer-in-charge.

11.0 ACCESS TO SITE AND WORK ON SITE :

The Engineer, may if he considers fit from time to time enter upon any lands which may be in possession of the contractor under this contract for the purpose of execution any work not included in this contract and may execute such work not included in this contract by agents, or by other contractors at his option and the contractor shall in accordance with requirement of the Engineer aforesaid all reasonable facilities for execution of the works including occupation of lands by structure or otherwise for any workman on for the workman of the Government who may be employed in the execution on or near the site of the work not included in the contract or of any contract in connection with or ancillary to the works and in default the contractor shall be liable to the Government for any delay or expense incurred by reasons of such default. Provided always that if the exercise of these powers shall cause any damage to the contractor he may within fifteen days of such damage arising makes statement of the same to the

Engineer 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 Engineer.

12.0 PROGRESS SCHEDULE:

Progress schedule shall be as per clause-71 of the B-1 form. The gorge portion is to be sealed by the barrage/cut-off wall and the decision regarding sealing of gorge portion shall be made as per the phases of the work in consultation with Engineer-in-charge. The contractor should plan the work accordingly in consultation with the department.

13.0 REPORTS REGARDING LABOUR :

Reports regarding labour shall be as per clause-64 of B-1 form.

14.0 OTHER CONTRACTS FOR THE WORKS:

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

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

Should there be a dispute or disagreement between the contractors for any cause whatsoever, the same shall be referred to the Engineer whose decision regarding the coordination, co-operation and facilities to be provided by any of the contractors to the other shall be final and binding upon all parties and such a decision or decisions shall neither vitiate any contract nor absolve the contractor of his responsibility under the contract nor from the ground for any claim or compensation.

15.0 INTEREST ON MONEY DUE TO THE CONTRACTOR :

No omission by Engineer to pay the amount due upon measurements or otherwise shall vitiate or make void the contract nor shall the contractor be entitled any interest upon any guarantees. R.A. bills and final payments neither in

arrears nor upon any balance, which may not on the final settlement of his account become due to him.

16.0 CONTRACT DOCUMENTS AND MATTERS TO BE TREATED AS CONFIDENTIAL:

All documents, correspondence, orders, decisions and other alters concerning the contract shall be considered as of confidential and restricted nature by the contractor and he shall not divulge or allow access there to any an authorised persons of any kind.

17.0 MAINTENANCE :

Notwithstanding what is mentioned in clause-17 and 20 of the printed B-1 form, the contractor for a period from the date of issue of the final certificate under clause-7 of the printed B-2 form till the expiry of twelve calendar month commencing immediately after the plant or works., shall have been considered to be put to commercial use shall be liable for the proper maintenance and for replacement of any part of the plant materials, workmanship or any other reason for which in the judgment of the Engineer, the contractor is responsible and or making good any damage arising there from Departments decision regarding date of beginning or commercial use of the completed works under the contract depending upon the circumstances and merits of the situation will be final.

The maintenance period in respect or plant of works for which replacement of any part has been made for the above reason shall be further extended until the expiry of twelve months after the replaced part shall have put in to commercial use.

18.0 WORK DURING NIGHT OR ON SUNDAYS & HOLIDAYS :

Unless otherwise provided none of the permanent works shall be carried out during night, Sundays, or authorised holidays without the permission in writing. However when work is unavoidable or necessary for the safety of life, properties of works, the contractor shall take necessary action immediately and advice the Chief Officer accordingly.

19.0 PATENTS RIGHTS:

In the event of any claim of demand being other or action being brought against the Government for infringement of letter of patent registration of design or trade mark in respect of any machinery, plant, work materials or thing used or supplied

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

Whenever the contractor desires to use any design device, materials or process covered by the letter of patent or copy right the right for such use shall be generally secured by suitable legal agreement with the contractor or owner and use of agreement shall be filled with the Engineer-in charge.

20.0 PERSONNEL OF THE CONTRACTOR:

This shall be as per clause-18 of B-1 form.

21.0 CO-OPERATION WITH OTHER CONSTRUCTION AGENCIES:

When two or more contractor are engaged on work in the same vicinity, they shall work together in part of co-operation and accommodate on the contractor shall not made or cause to be taken any steps or actions that may cause disruptions, discontent or disturbance to the works, labour and arrangement or other contractors in the neighboring and the project locality in case of any difficulties amongst the contractors, the Engineer-in-charge shall direct the manner in which each contractor shall conduct his work so far effects the others.

22.0 RESIDENTIAL ACCOMMODATION AND SANITARY, MEDICAL ARRANGEMENT TO BE PROVIDED FOR THE LABOUR EMPLOYED BY THE CONTRACTOR.

This shall be as per clause-57 of B-1 form.

23.0 NOTICES HOW TO BE GIVEN:

When any legal notice or any other document or any order or direction is to be given to or served upon the contractor, it shall be deemed to be duly given, observed if it shall have been either delivered to him personally or to his recognized

agent (including in the case of company the secretary of such company) or delivered at or sent through registered A.D. addressed to the contractor at the contractor's office on the site or sent through the Registered post addressed to the last known place of business or above of the contractor or in the case of a company to its registered office and in the case of a firm contractor, a notice of other documents, which shall be so given to or served on any one of the partners in such firm shall deemed to have given to observed on all of them.

24.0 COST OF FACILITIES AND INCIDENTALS WORK:

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

25.0 DAMAGE BY FLOODS, CYCLONE, EARTH QUAKE OR ACCIDENT:

The contractor shall take full precautions against any damage to the works by floods, cyclone, and earthquake or from accidents. No compensation shall be allowed to the contractor for any damage to the work and of his plants or materials lost or damaged by floods unprecedented or otherwise or from other such natural cause, during monsoons or unexpected shall be liable to make good any damage to the plant machinery or materials of department hired by him and loss on damaged flood or from other cause while in his possession for use of work.

26.0 RELATION WITH PUBLIC AUTHORITY:

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

27.0 INSURANCE:

This shall be as per clause-66 of B-2 form.

28.0 TITLE OF CLAUSES:

The title of the clause does not form part of the same and shall not effect their legal construction.

29.0 JURISDICTION :

The contract shall be governed by the laws of India for time being in force and be subject to the jurisdiction of India courts, In case of dispute leading to the contractors or Government of Gujarat approaching a court of law it shall be the court within whose jurisdiction the site or work is situated i.e. District court at Mandvi (Kutch).

30.0 CONSTRUCTION OF THE CONTRACT:

The contract shall in all respect be constructed and operated as a contract as defined in the Indian contract Act 1972 and all payments made there under shall be made in Rupees unless otherwise specified.

31.0 VEHICLE TAX :

The contractor shall have to pay the vehicle tax and goods tax even if the vehicle is to be plied in the project area. No claim for refund for the same shall be entertained.

32.0 OBSERVATION OF LABOUR LAWS:

The contractor shall strictly observe all the requirements laid down in the contract labour (Regulation and Abolition) Act-1970 and Gujarat Labour Rule-1972 and other acts in force from time to time so far as applicable.

33.0 TRESPASS:

The contractor shall at all time to be responsible for any damage to all trespass committed by him or his agent, or working people in carrying out the work unless such trespass is authorised by the Engineer-in-charge of work.

34.0 OTHER PERMISSION:

The contractor shall approach directly to the municipal and other authorities for obtaining any type of permission required by law. Suitable assistance will be rendered by the department for expediting such permission. No claims for delay if any will be entertained.

35.0 OCCUPANCY OF ADDITIONAL LAND:

The case when it becomes necessary for the fulfillment of the contract for the contract to occupancy land outside the N.W.S.& W.R.D. limits, the contractor shall make his own arrangement with the land owners and pay such amount as may be mutually agreed upon by them.

The department will render the contractor all possible assistance to enable to obtain land for such purpose.

36.0 EMPLOYMENT OF RESIDENT ENGINEER:

The contractor shall employ a qualified, skilled and experienced Resident Engineer for carrying out the work before appointing the Resident Engineer the contractor shall obtain approval of the Engineer-in-charge about the suitability and eligibility of the Resident Engineer, In submitting such proposal, the qualification and experience of the person shall be fully listed. The Resident Engineer shall be considered at all times to be acting for the contractor with full responsibility in all respect.

37.0 FOREMEN, WATCHMAN AND WORKERS:

Competent foremen, watchman and workmen shall be employed by the contractor. The Engineer-in-charge shall it all time have the right to remove from the work any foreman or watchman or workman on ground of his unfitness or misconduct of complaints.

38.0 WORK ORDER BOOK:

A work order book as prescribed by the Government will be required on the work and the contractor shall sign the orders in token of acceptance as given by the Engineer-in-charge or his representative. He shall carry out in the true spirit an as required for the correct performance. Work order book is the property of the Department and it remains in the custody of he Departmental supervisory staff on duty. The field compliance shall be carried out promptly and reported to the Engineer-in-charge in good time by the contractor so that the work can be checked. If the contractor fails to take note of the orders or an instruction issued in the work order book or tries to avoid the same, Engineer-in-charge will have the poser to take suitable resource. Any such action of the Engineer for the noncompliance on the part of the contractor will be binding upon him.

39.0 EVALUATION OF TENDER:

The tenders will be verified for accuracy in the numerical calculations; any tender with arithmetical mistakes will be corrected on the basis of the quantities of works given in the tender from and the unit prices quoted by the tenderer in words as per standing orders.

In the case of tenders where the unit price appears unrealistic such tenders will be considered as unbalanced and in the event, tenderer being unable to provide satisfactory in plantation, the Government of Gujarat reserves the right to disqualify such tenderer.

39.1 MODIFICATION :

The Engineer-in-charge may order modifications at any time before the completion of the work. For all modifications, the Engineer-in-charge will issue revised plan, or written instruction or both and, no modifications shall be made unless so authorised.

40.0 SIGNED DRAWINGS NO AUTHORITY TO THE CONTRACTORS:

Signed drawings alone shall not be deemed to be an order for work unless it is entered in the agreement or schedule of drawing under proper attestation of the contractor and the Engineer-in-charge of work unless it has been sent to the contractor by the Engineer-in-charge with a covering letter confirming that the drawing is as authority for work in the contract.

41.0 COPIES OF DRAWING AND SPECIFICATIONS:

3 copies of the drawing and modified or supplementary drawings and specifications shall be furnished free of cost to the contractor.

42.0 PLANS & DRAWINGS :

The contractor shall submit the following information to the Engineer-in-charge for approval within the time stipulated against each item below:

- (A) A general layout plan of construction plants and equipment for the execution work which the contractor proposes to adopt at site in triplicate within 14 days from date of notice to proceed with the work.
- (B) Drawing of prints in triplicate showing the location of major plants and other facilities which the proposes put up at the site including any change in the

general layout, at least 14 days, prior to the commencement of the respective work.

43.0 REFERENCE MARKS AND BENCH MARKS:

The basic centerline, reference points and bench marks will be fixed by the Department,. The contractor shall establish at his cost, at suitable points, additional reference lines and bench marks as may be necessary, the contractor shall remain responsible for the sufficiency and accuracy of all his bench marks and reference marks. He should take precautions to see that the reference lines or points and bench marks fixed by the department are not disturbed by his work and shall make good the damage at his cost, immediately.

44.0 MATERIALS AND WORKMANSHIP:

(A) Contractor's Superintendence and Supervision

The contractor shall provide and install superintendence during the execution of the work and as long thereafter as may be necessary for the proper fulfilling of the contractor's obligation under the contract. The contractor or a competent and authorized agent or representative approved Engineer by the Engineer-in-charge, whose approval may be any time be withdrawn to be constantly on the works and shall give his whole time to the superintendence of the same.

The contractor shall provide and employ sufficient number of qualified man for supervision on all aspects of work.

(B) Construction Plant

The contractor shall provide and install all necessary construction plant and shall use such methods and appliances for the performance of all the operations connected with the work entered under the contract as will secure and satisfactory quality of the work and rate of progress which will ensure the completion of the work within the time specified.

(C) Setting Out Work

The contractor shall be responsible for the correct setting out of all works at his cost. The contractor shall execute the work true to alignment, grade and levels as shown in the drawings and as directed by Engineer-in-charge and shall check the same at frequent intervals. The contractor shall provide free of the cost all facilities like labour, instruments, etc. and all co-operation to the Engineer-in-

charge to check all alignment, grades, levels and dimensions, such checking by the Engineer-in-charge shall not absolve the contractor of his own responsibility of maintaining the accuracy of the work.

45.0 INFORMATION AND DATA:

The information and data furnished herein tentative to the works and safe conditions are general it shall be the responsibility of the contractor to fully acquaint him all with the nature and the location of works quarries, local conditions and other aspects which are relevant to the work:

46.0 PROTECTION OF ADJOINING PREMISES:

The contractor shall protect the adjoining site against structural decorative and other damages that could be caused by the execution of these works and make good at his cost, and all such damages.

47.0 LOCAL ROADS:

The existing public roads (may be un-motor able) near the site or work and roads constructed by the Government in the work area are shown in Index plan of the project. The contractor may construct and maintain haul roads as required at his own expenses.

48.0 REMOVAL OF CONTRACTOR'S MEN:

The contractor shall on the written direction of the Engineer-in-charge immediately remove from the work any person employed thereon, who may in the opinion of the Engineer-in-charge be incomplete or has misconduct himself and such person shall not be again employed on the works without the written permission of the Engineer-in-charge.

49.0 TOLLS & DUTIES :

The contractor shall unless otherwise specifically provided in the contract pay all duties, tolls, octroi, duties, quarries fees, royalties and other taxes on all materials and articles that he may use.

50.0 OLD CURIOSITIES:

All old curiosities, retches coins, minerals, and any other item of archeological importance found in prevention or pulling down shall be the property of the Government and shall be handed over to the Engineer-in-charge, should any

structure be uncovered, the Engineer-in-charge's instruction shall be obtained before it's demolition or removal.

51.0 OTHER WORKMEN:

The Engineer-in-charge shall have full authority to depute workmen on the work site, execute other works not included in the contract. The contractor shall afford every reasonable facility during working hours to enable such workmen to carry out the other works provided that such workmen to carry out the other works provided that such work shall be carried out in such a manner as not to impede the progress of the work included in the contract. The contractor, however, shall not be liable for any damage which may happen to or be occasioned by such other works, provided the complied with the instruction in connection there with and provided that the damage is not cause by the contractor or his workman.

52.0 LAW GOVERNING CONTRACT:

The contract shall be constructed according to and subject to the laws of India and jurisdiction of courts of India.

53.0 VAT/ SERVICE TAX / OTHER STATE TAXES / LOCAL TAXES

53.1 The rate quoted by the contractor shall be deemed to be inclusive of VAT/Service Tax/ Other State taxes / Local taxes prevailing as on 30 (Thirty) days prior to submission of bid where applicable on materials that have to be purchased for performance of the contract including completed items of work.

53.2 Vat/ Service Tax/ Other State taxes/ Local taxes Liable for the work (including material component) under the contract shall be borne by the contractor and it shall not be reimbursed by the Govt.

53.3 The contractor even after completion of the work and final payment having been made to him will be liable to any VAT/Service Taxes / Other State tax/ Local taxes liability.Nagarpalika. shall not be responsible for any VAT/Service Taxes / Other State tax/ Local taxes (liability of the contractor.)

54.0 WORK UNDER POLICE PROTECTIONS:

In case of dispute by the land owner and consequent constructions in execution of works when the land in question is in possession with the department, the contractor shall be bound to execute the demarcated work under police

protection, if required and no extra cost for stoppage slow work or obstructions shall be payable to the contractor.

SPECIAL CONDITION

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SPECIAL CONDITION

1.0 ACCURACY OF LINES, LEVELS AND GRADES:

The various works shall be done true to line level and grade. The periodical checking of these by the Government staff shall not absolve the contractor of his responsibility regarding the accuracy. In case of any deviation or discrepancy in line, level or grade in the meeting faces, the contractor shall make good the discrepancy at his own cost and without any extra compensation for the additional work involved. Whenever such discrepancy is found to arise at the junction of works of different contractors, the responsibility to set right such discrepancy these with the contractor concerned. The Engineer shall further have the unquestioned right if need be to rectify the discrepancies and recover the costs from the contractor or contractors according to proportion as they may consider reasonable.

2.0 TESTING OF MATERIALS AND WORKS:

2.1 All methods or procedures for execution of different items of the work and for testing of the materials etc. shall conform to Indian standard specifications or its latest edition unless otherwise specified.

The provision of these I.S. shall be applicable for the materials testing and for the work irrespective of whether the same is specified in specification or else where in the tender documents.

(A) All materials before being incorporated in the work shall be inspected and if necessary tested before being approved by the Engineer-in-charge.

Any work on which materials are used without prior inspection (and when necessary prior testing) and without approval or written permission of the Engineer-in-charge is liable to be considered as unauthorised, defective and not acceptable. The testing of the materials which are to be used in this works shall be carried out in the Government Laboratory before starting of work at the cost of contractor. The material rejected shall be immediately removed out of site of work at his own cost.

The samples of sand, metal, cement, steel, stone, water, pipes, or any other materials, labours required shall be supplied by the contractor free of cost.

The contractor shall provide and extend all facilities and co-operation towards collection of samples, transportation of samples to the laboratories.

All types testing charges for materials and concrete mix designs to be carried @ GERI or other Govt. lab shall be borne by the contractor. Also cost of testing material, labour & transportation to laboratory shall be borne by contractor.

Any additional tests required to be carried out at any stage of the work as per instruction of Engineer-in-charge shall be carried out by the Govt. lab/specified private lab. and the testing charge shall be borne by the contractor for additional tests than specified.

- (B) The day to day and periodical tests to be carried out on materials mixed and placed concrete, mortar etc. shall be specified by the Engineer from time to time and the contractor shall allow all facilities and co-operation towards collection of samples etc. Unless otherwise specified else-where, all labour for collection samples for tests will be supplied by contractor free of cost to Government.

In the following case where testing charge will be borne by the contractor when

- (1) The supply of sample and the carrying out of such tests is provided for or clearly intended in the contract and is carried out either at the site of work, or manufacture of at a place specified in the contract document.
- (2) The supply of the sample and the carrying out of such test is not provided for or clearly intended in the contract but on testing the such materials is found defective and has to be rejected.
- (3) Any additional test is to be carried out over and above those specified in the technical specifications.
- (4) The test samples which can, not be tested at site field laboratory shall be get tested in laboratory of G.E.R.I, at Gandhinagar/Vadodara/bhuj or else where. In that case transportation charges, testing charge etc. shall be borne by the contractor.

The contractor shall however supply all materials required for tests and also make good at his cost materials, mixes and core holes, similar for other materials as may be directed by and to the satisfaction of the Engineer.

An authorised representative of the contractor shall remain present at the time when the sample or cores etc. are taken and shall authenticate the facts if so required should the contractor's agent fail to be present as aforesaid the sample of cores etc. taken by the Engineer-in-charge or his representative shall be

considered to be authentic. The contractor responsibility to produce on the works materials will however be informed of the details of such sample and cores having been taken.

(C) The materials, mixes and cores etc. shall be tested day to day or periodically at the Government laboratory set up at the site of work and nearby regional established Government laboratory and the results given thereby shall be considered correct and authentic. The contractor shall be given access to all operational tests that may be carried out as aforesaid so that he may satisfy himself regarding the procedure and methods adopted. It shall then be the contractor's responsibility to carry out the finished items to the standards based on the laboratory designs and tests.

(D) The method of sampling and testing and the procedures standard shall be as laid down by the Engineer-in-charge for the respective item. The required test shall be carried as per list shown in annexure

4.0 LOAN OF GOVERNMENT TOOLS & PLANTS & MACHINERY:

No machinery or any tools and plants articles are at present available with the department. However, the machinery and tools and plants as and where available with the department shall be supplied as per rules and regulations as per the provisions contained in Government P.W.D/s G.R.No. MCN/167/(97)part-IV/H dtd. 1-10-80, and as amended from time to time, it must be also noted that machinery or equipment actually justified for use in the work and available with the department will be given on hire. No claims for delay in procurements of such machinery or equipment will be entertained.

5.0 SECURITY MEASURES:

In view of the strategic importance of all the projects and installations security restriction may be imposed by the Engineer as per directions of the security authorities and the contractor shall abide by all such instruction scrupulously. In case a system of identity cards is introduced the contractor shall at his cost provide for his person all such identity cards with photos, if necessary and get those duly signed by the Engineer or his duly authorized representative. The contractor shall also keep the Engineer informed regarding all visitors and obtain proper permits for their visits. No unauthorized visitors will be allowed on work site.

6.0 **APPLICABILITY OF SPECIFICATIONS:**

Considering the common and general items required in execution of road project, general subject wise specifications has been drawn and prodded separately with the tender. This provision suitably provides requirements of execution of each component of work in general, consistent with the present practice of the scope of work and mode of execution and standards to be observed etc. For the work financial limitation as regards to the admissibility of work payment and acceptance of work against the tender requirement etc. is described. To avoid descriptive matter suitable reference for the relevant Indian standards or otherwise is also specified. The whole idea is to guide the tender regarding the execution of work so as to base his rates accordingly. The general subject wise specifications are further supplemented in separate chapter to cover the item wise specification of work as per the schedule-'B' of the tender, these item-wise specifications will cover the applicable provision of the general specifications considering the item description as per schedule-'A' over and above this, the specific qualification of each item such as applicable leads, lifts, proportion of the mix, description about the execution of the item, in detail and other applicable aspects will be covered in such specification. Intending tenderers are therefore requested to read the tender papers on above lines and quote their rates.

10.0 **INSPECTION FACILITIES:**

A motorable inspection road shall be maintained by contractor for inspection of the work during construction in working period. The contractor shall also provide necessary temporary inspection facilities for the detailed inspection of the work.

11.0 **DIVERSION:**

Proper diversion roads for road traffic and other cart track crossing etc. shall be provided and maintained by the contractor with proper sign board and red lights on entry and exit of the diversion etc. as directed by the engineer-in-charge during currency of the contract. No extra payment for such diversion shall be made to the contractor.

13.0 **CLEARING WORK AREA:**

At the end of work the material collected on the bed of river shall be removed by the contractor and disposed off as directed by the engineer-in-charge.

In conducting blasting operation proper precautions shall be taken by the contractor for the protection of the persons, work and property. All prevailing Government laws and rules relating to the design and location of the magazine, transport and handling of explosives and other measures enacted for prevention of accidents shall be strictly observed, warning signal shall be prominently displayed on all magazine, Similarly proper warning signals shall be given before starting actual blasting, blasting shall be done at such time as decided in consultation with the engineer-in-charge. In addition the following restriction shall be observed while blasting.

14.10 After the completion of works, the existing road shall have to be brought to its original stage by the contractor by carrying out all the necessary item of road construction work as per standard specifications and as directed by the Engineer-in-charge.

14.10.1 All such works shall have to be carried out as directed by the Engineer-in-charge and no extra claim by the contractor what so ever on-account of above mentioned works shall be entertained.

Testing of Materials :-

The contractor shall all times have access to and association with the sampling of materials & their products which are to be used in works as per tender provision . Also contractor shall have to arrange for collecting samples & sending to the field Laboratory as well as GERI laboratory or Laboratory which is recognized by the Govt. & to make all arrangement regarding tender condition or as directed by the Engineer – in – charge.

The testing charge shall be paid by agency

Income tax will be deducted from the contractor's running bill as per the current rate.

Signature of contractor

- (1) All works shall be carried out as per latest MORTH Specification Booklet and other specification of Division as directed.
- (2) All 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.
- (3) The contractor shall exhibit a board as per Government Circular No. Vernacular TNC/1090/25/S dated 18.11.91 with details specifications and details of works and amount involved at site at his own cost as directed by Engineer-in-charge.
- (4) Testing of material shall be done by contractor. as per requirement and instructions of Engineer in charge.

The material should be tested in GERI and or Private laboratory approved by Govt. of Gujarat. testing charges shall be born by contractor .
- (5) 1.00 % of Construction cost shall be deducted form Bill. Amount of Contract as per the Building and other Construction worker's welfare cess Act - 1996 (Labour & Employment Department Letter No. CWA - 2004 - 1831 - M (3). Dt. 9-12-05, Notification of Labour & Employment Department Dtd. 03-01-05 and Labour & Employment Department letter No. CWA / 2004-841-M(3), Dt. 14-12- 05).