

**FOR AUTHORISED USE ONLY:**

**Issued To:**

**Modasa Nagarpalika**

**GOVERNMENT OF GUJARAT**

**Name of Work: - BID DOCUMENT FOR ICONIC ROAD DEVELOPMENT PROJECT AT DIFFERENT LOCATION FOR MODASA TOWN, DISTRICT-ARVALLI.**

**TENDER DOCUMENTS**

(1)	Estimated Cost	:	Rs. 4,16,89,583.00
(2)	Earnest Money (1%)	:	Rs. 4,16,896.00
(3)	Security Deposit (10%)	:	Rs. 41,68,958.30
(4)	Time Limit	:	18 (Month)
(5)	Tender Fee	:	Rs. 7080.00/- (6000+18%GST)

(8) Completed tenders will be received up to 18.00 hours as per the online milestone Date through E-Tendering only.

(9) The validity period of the tender offered ..... (180) days from the date of opening of the technical bid, and no withdrawal or no modification shall be allowed after downloading end date of the tender.

(10) Tenders/P. Q. will be opened, if possible,

**As per the online Milestone Date**

Chief Officer,

Modasa Nagarpalika

## CHAPTER - 1

Tender documents consist of plans, specifications, schedules (s) of quantities of the various classes of works to be done, the conditions of the contract, etc. New Conditions / Para ;

The Contractor shall not be permitted to tender for the work in which his near relative is working in that Nagarpalika as a Pramukh, Chief Officer, Engineer, Assistant Engineer, Additional Assistant Engineer, Overseer, Divisional Accountant, Member of Nagarpalika, Store Keeper, Manager of Atithi / Vishram Gruha on the day on which the tender is submitted. On that particular day, the Chief Officer controlling that Nagarpalika should not also be his near relative.

- (1) The term "Near Relative" it is means wife. husband, parents, grandparent's children, brothers, sisters, uncles, aunts and cousins.
- (2) (Accompaniment of Government R & B Department, Resolution No. TNC / 1084 / IB-204 / (26/c, dated 24th January, 1985)

**To,**  
**The Chief Officer,**  
**Modasa Nagarpalika.**

Details regarding my/our/partner's Directors of our Company (in the case of limited company) names address(es) Telephone number(s), Income - Tax office, etc. are as under:

Sr. No.	Name(s) of person/partner / company	Full address of the place of business with pin code	Telephone No. (s) Office	Residential address(es)	Telephone No. (s) Residence	Full address of income tax office/ward where income tax returns are filed
1	2	3	4	5	6	7

(2) We hereby agree to intimate to you about changes. if any m the above-mentioned adz areas(es) and Telephone Nos.(s) within fifteen days of its occurrence till my/our deposit for the said work paid by me/us is not refunded to me/us.

**Signature of Contractor with stamp**  
**For and on behalf of Governor**  
**of the State of Gujarat**  
**Signature**  
**Designation**

**Place:**

**Date:**

<b><u>DECLARATIONS</u></b>
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- (1) I have visited the site and fully acquainted myself with the local situation regarding materials, labour and other factors pertaining the work before submitting this tender.
- (2) I have carefully studied the conditions of the Contract, Specifications and other documents of this work and I agree to execute the same accordingly.
- (3) I, solemnly pledge that I shall be sincere in my duties as discharging reasonable contractors and complete the work within the prescribed time limit. I shall submit detailed construction programme with target dates for various items and stages of work keeping in view the time limit and shall accordingly arrange for labourers, materials and equipment etc. punctually. In case there are deviations from the construction programme. I shall abide by the decision of the Chief Officer for revision of the programme and shall arrange for labour, materials equipments etc. accordingly

**Signature of  
the Contractor**

**Chief Officer  
Modasa Nagarpalika**

## CHAPTER - 3

### **GENERAL CONDITIONS**

- 3.1** All petty items occurring in the, work and as found necessary in actual execution shall be carried out as per general specification in P.W.D. Hand-Book Volume No. I & II (Latest) Edition.
  - 3.2** The contractor shall construct temporary shed for storing cement properly and also temporary building with a covered area 20' X 12' with necessary camp, furniture for the use of the Government Officers as directed by the Chief Officer for which no payment will be made.
  - 3.3** The contractor shall provide all labor and pegs, strings, and other materials as required for lining and marking all the work and measurements without any payment from the Government.
  - 3.4** The contractor shall give to the municipal, police, and other authority notices etc. that may be required as per rules. He will also construct enclosures and fences for the protection and convenience of the working people, and the public during the progress of the work and permanent residence and adjoining ground property etc., and clear the site on completion of work.
  - 3.5** Whenever shoring may be deemed necessary by the Chief Officer, the contractor shall perform the same in the best possible manner with the best possible materials and to the satisfaction of the Chief Officer.
  - 3.6** If the trenches near houses or other buildings are required involving shoring and strutting the contractor shall carry out the same at his own cost. Such precautions to safe guard existing structures with utmost care as necessary shall be taken. After the work is completed near such building the contractor may remove shores and make good cutting or holes or any other damage done to the private properties.
  - 3.7** All water pipes, gas pipes existing drains or any other works which may be met within or about the excavation shall if Chief Officer deem it practicable, be properly maintained by the contractor by means of shoring, strutting, and planking over otherwise as the Engineer may direct. They shall be protected by the contractors from damage during the progress of work or if damaged shall be made good by him at his own cost. If however, the Engineer considers that the contractor should maintain any such pipe drains or works and that the existing work, is necessary by breaking down or removal of such obstructions as the Chief Officer may direct the same shall be done by the contractor.
  - 3.8** Non-withstanding that all proper precautions may have been taken by the contractor at all times during the progress of the work the contractor shall be held responsible for all damages whether to the work under execution or to any other property or to We persons during the progress of work and the period of maintenance.
  - 3.9** The site of the work after the completion of the work shall be given in charge to the Department in a neat and clear: condition after removing all the rubbish and filling all pits and hollows and leveling the ground in good conditions.
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### **3.10 Explosives and Inflammable Materials:**

If explosives or inflammable materials are to be used for the execution of works, the contractor shall at his own expense, obtain such licenses as may be required for storing and using explosive and/or inflammable materials and locate, construct, and maintain magazines if such are required for storage in accordance with the requirements of the appropriate Government Rules in force.

Such magazines shall be clearly marked "Dangerous Explosives" in the care of competent watchmen all the time. The contractor shall exercise utmost care while using explosive and/or inflammable materials so as not to endanger life or property and shall be solely responsible for any and all damages resulting from their storage and use and shall identify absolutely Govt. and its officers and employees against any claim, liability arising out of any accident or violation to any law, rules, orders etc.

### **3.11 Damage by Flood, Rains or Accidents:**

The contractor shall take all precautions against damage by flood or rains, or from accidents. No compensation be allowed to the contractor for his plant or materials lost in / or damaged by flood or rains or from other causes. The contractor shall be liable to make good any plant or materials of every description belonging to the Government which is in charge of the contractor or earth work or

C.D. works lost or damaged by floods or rains or from any other cause.

### **3.12 Compliance of Laws:**

The contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all local by laws, ordinances rules and regulations and all orders and direction of bodies or tribunals having any jurisdiction or authority, which in any manner affect the conduct of the workers. He shall at all times observe and comply with all such laws, ordinances, rules and regulations orders and direction and shall give all notices and pay fee or charges to which he may be liable. He shall protect and indemnify the Government and its officers and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulations orders or direction whether by himself or by his employees.

### **3.13 Treasure Trove:**

In the event of the discovery by the contractor or his employees during the progress of the work any treasure, coins, antiques, precious minerals or other articles or things of value or interest, whether geological archaeological or any other such treasure, this shall be deemed to be absolute property of Governments between Government and the Contractor.

### **3.14 Convenience of Traffic:**

The contractor shall notify in writing to the Engineer in charge of the starting of any construction or other operations that may in any way cause inconvenience or endanger traffic at the earliest possible time and sufficiently in advance to enable the Engineer-in-charge to take action as per rules. Under no circumstances, the contractor shall close any road to traffic without the written permission of the Engineer-in-charge. Whenever necessary, temporary detours or diversions shall be made and maintained for traffic. Such diversions shall have a width of not less than 20'-0" throughout and shall be provided with necessary road signs clearly visible from a distance by day or night. These shall be preliminary warning by red flags by day and red lamps by night at a distance of 500 ft. from the diversion. All diversions shall be clearly marked by white washed stones or other such means.

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All operations necessary for the execution of works and for the construction of any temporary works shall so far as concerned with the requirements of the contract permits be carried out so as not interfere and unnecessarily or improperly cause public inconvenience and with the occupation of public or private road and foot-paths and the least possible obstruction shall be caused to the traffic.

### **3.15 Change in Price: Wages etc. after Acceptance of Tender:**

The contractor shall not be entitled to claim any compensation on the grounds that subsequent to the acceptance of the tender there was -

(a) Increase in the price of materials or goods whether controlled by Government or not

**OR**

(b) An increase in the wages allowances, or amenities to labour, whether on account of any legislation or law passed by Government or for any other reasons.

**OR**

(c) An increase in the traffic freight charges and fare or any other charges or railway, road sea or air.

**OR**

(d) Increase in the rates or quarry fees. Sales Tax, Octroi, Royalties or any other taxes, Fees or charges.

**OR**

(e) An increase of any similar nature.

Exception will be to the extent of the Price Adjustment clause.

### **3.16 Residential accommodation and sanitary and medical arrangements to be provided to the labor employed by the contractor.**

(I) (a) Before opening of the labor camp, the contractor shall obtain and follow the advice concerned Assistant Director of Public Health regarding the camp, site accommodation, water and food supply, sanitary arrangements etc.

(b) The contractor shall build a sufficient number of huts for the laborers on a suitable plot of land according to the following specifications.

(i) A good site shall be selected. High ground removed from the jungle, but well provided with trees shall be chosen wherever it is available. The neighborhood of rank jungle grass or weeds should be particularly avoided. Camps should not be established close to large cuttings or earthwork. When a good natural site cannot be procured attention should be given to drainage.

(ii) The lines of huts shall have open space of at least 10 meters between rows.

(iii) Huts of bamboo and grass may be constructed.

(iv) There should be no overcrowding. Floor space on a scale of 2.8 Sq.m per head should be provided.

(v) The contractor must find his own land. If no Govt. waste land is available, he should apply for it and pay assessment for it.

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- (c) The contractor shall provide an adequate supply of pure and potable water for the labourers at a rate of not less than ten gallons per head per day. No provision need be made if there is a suitable nalla, river well or adequate tap water arrangements within 0.4 km, of the camp.
- (d) The contractor shall construct trenches or semi-permanent latrines for the labourers on scale of not less than five for every 100 persons or part thereof. Separate latrines shall be provided for men and women. The labourers may at three options be allowed to use either the trench system or the latrine system.
- (e) The contractor shall construct.
  - (i) Screened bathing places on a scale of not less than one for every 20 persons or part thereof Separate bathing place shall be provided for men and women.
  - (ii) Washing place for washing clothes on a scale of not less than one for every 30 persons of part thereof.
  - (iii) An efficient drainage arrangement for removing sewage water from bathing and washing places and for its disposal without causing nuisance.
- (f) The contractor shall provide the necessary staff for effecting conservancy, sanitation and cleanliness to the satisfaction of the Engineer-in-charge. Sweepers shall be employed on scale of not less than one sweeper for every 200 persons or part thereof.
- (g) If there is no Government or satisfactory private dispensary within 1.6 K.M. of a labour camp containing 500 persons or more, the contractor shall engage a registered medical practitioner with a traveling dispensary. within 8 Kilometers of a labour camp.
- (h) The contractor shall arrange for all anti-malarial measures for the laborers employed on the work as directed by the Assistant Director of Public Health.
- (i) The contractor shall take suitable measures for fire prevention and control to the satisfaction of of Engineer-in-charge.

### **3.17 PREVENTION OF NUISANCE AND POLLUTION:**

The contractor shall take all necessary prevention of any nuisance or inconvenience to nearby owners, tenants or occupiers of adjacent properties and to the public generally and to prevent any damage to such properties by any pollution of steam and water ways. He shall make good at his own expenses and to the satisfaction of the Chief Officer and damage to roads, paths, cross drainage works of public or private properties whatsoever caused by the execution of the work of by traffic brought thereon by the contractor. All waste or superfluous materials shall be cleaned away by the contractor.

### **3.18 TRESS PASS:**

The contractor shall at all times be responsible for any damages or trespass committed by his agents and working people in carrying out the work unless such damages or trespass is authorized by the Engineer-in-charge.

### **3.19 INDEMNIFY:**

The contractor shall indemnify and save the Government officers and employees against all action suits, claims, demands of any character in respect of any matter or things done or omitted to done

by the contractor in the execution of or in connection with the works of this contract and against and loss or damage to the Government in consequence for any action or suit being brought against the contractor for anything or omitted to be a consequence for any action or suit being brought against the contractor for anything or omitted to be done in the execution of the contract.

The government shall not be liable to the contractor for damages or delay resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

### **3.20 NO WAVING OF LEGAL RIGHTS AND POWERS:**

The P.W.D. shall not be precluded or stopped by any measurements, estimates or certificates made either before or after the completion and acceptance of the work and payment thereof from showing the true amount and character of the work performed and materials furnished by the contractor and from showing that any such measurement, estimates or certificates. I were not in a true or incorrect P.W.D. shall not be precluded or stopped from recovering from the contractor such damages as it may sustain by reason of his failure to comply with terms of the contract.

Neither the acceptance by the P.W.D. or any representative of the P.W.D, nor any consent for acceptance of the whole or any part of the work nor any extension of time nor any possession taken by the P.W.D. shall operate as a waiver any portion of the contract or any power herein reserved or of any right to damages.

A waiver of any breach of the contract shall not be held waiver of any other or subsequent breach.

### **3.21 POLICE PROTECTION:**

If police is called for by the contractor for special protection of his camp or work the Public Works Department will arrange for such protection so far as possible with the authorities concerned and full cost of such protection shall be debited to the contractor and recovered from his bills.

### **3.22 Detailed Survey, Investigation, Design, Drawings and As-Built Documentation**

The successful Bidder/Contractor shall carry out all necessary site surveys, route surveys, topographical surveys, utility surveys, investigations, and collection of field data required for planning, designing, and execution of the works. The Contractor shall also undertake all required geotechnical investigations, soil testing, and other engineering investigations necessary for the design of foundations and all associated structures.

The Contractor shall be solely responsible for carrying out and preparing all process and hydraulic designs, civil designs, structural designs, mechanical designs, electrical designs, instrumentation designs, shop drawings, construction drawings, working drawings, calculations, and all other technical documents required for execution of the project. The Contractor shall submit the same to the Employer/Client or its Representative (PMC) for review and approval prior to commencement of the respective works. No work shall be executed without obtaining the required approvals.

The Contractor shall ensure that all designs and drawings comply with the relevant IS Codes, IRC Codes, MORTH Specifications, applicable standards, statutory requirements, and good engineering practices. Review or approval by the Employer/Client or PMC shall not relieve the Contractor of any responsibility for the adequacy, correctness, safety, stability, performance, or functionality of the designs.



This requirement shall apply to all components and appurtenant works included under the scope of the project.

Upon completion of the works, the Contractor shall prepare and submit detailed As-Built Drawings accurately depicting the actual construction executed at site, including all modifications, deviations, dimensions, levels, layouts, services, and relevant construction details. The As-Built Drawings shall be submitted in both hard copy and editable soft copy formats as approved by the Employer/Client or PMC.

The Defect Liability Period (DLP) shall form an integral part of the Contract and shall commence from the date of successful completion, testing, commissioning, and handing over of the works to the Employer.

### **3.23 Excess use of Materials Supplied by the P.W.D.**

If in case, the contractor uses materials supplied by the P.W.D. more than what is required as per the critical calculation of the Chief Officer in charge of the work of refuse to return in good condition such materials issued more than the requirements so worked for any reasons whatsoever the contractor shall be required to pay the cost of such extra materials at the penal rates which shall be at double the issue rates as charged to the contractor as per schedule "A" of the contract agreements.

### **3.24 The contractor shall comply with the following regulations as regards the hoisting appliances to be used by him.**

- (a)** Hoisting machine and tackle including their attachment anchorages, and supports shall
    - (i) Be of good mechanical construction sound materials of adequate strength and free of patent defects.
    - (ii) Be kept in good repair and in good working order.
  - (b)** Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defects.
  - (c)** Hoisting machines and tackles shall be examined and adequately tested after the erection of the site and before the use and be re-examined in position at intervals to be prescribed by the Government.
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- (d) Every chain, ring, hook chackle, shovel and pulley used in hoisting or lowering material as mean of suspension shall be periodically examined.
  - (e) Every crane driver or hoisting appliance operator shall be properly qualified.
  - (f) No person who is below the age 14 years shall be in control of any hoisting machine including any scaffolds which may give signals to the operator.
  - (g) Hook shackle, shival and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.
  - (h) Every hoisting machine and all gears referred to in the proceeding regulations shall be plainly marked with the safe working load.
  - (i) In the case of hoisting machine having a verbal safe working load each safe working load and the condition under which it is applicable shall be clearly indicated.
  - (j) No part of hoisting machine or gear referred to in regulation in regulation "g" above, shall be loaded beyond the safe working load except for the purpose of testing.
  - (k) Motors, gearing, Transmission, electric wiring and other dangerous parts of hoisting appliances shall be covered with efficient safe guards.
  - (l) Hoisting appliances shall be provided with such means as will reduce to minimum the risk of the accidental decent of the load.
  - (m) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.
- 3.25** The contractor as far as possible contain his requirements of labour skilled or unskilled through the nearest Employment Exchange.
- 3.26** All the rates quoted by the contractor are inclusive of Sales-Tax and the contractor will pay the same himself.
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## CHAPTER - 4

- 4.1 The contractor shall have to attach an Income Tax clearance certificate obtained from the Income Tax Officer with his tender.
- 4.2 The contractor shall have to construct their store for controlled and valuable materials issued to him under Schedule "A" of the agreement of the work site having double locking arrangements. The materials shall be taken out for use in the presence of the departmental person. No materials shall be allowed to be removed from the site of work.
- 4.3 The contractor shall also give a list of machinery in his possession that he proposes to use on the works.
- 4.4 The rate for the item in Schedule "B" shall be given in words and figures. The amount of each item shall be also entered in the proper column and the grand total of the amount shall be given by the tenderer. The amount shown against each item in the tender shall tally with the rate and quantity based on the unit as given and in case of any error, the tenderer shall be bound by the offer on the basis, of rate only.
- 4.5 If the tender is taken in favor of the company power of attorney in favor of a person, who may have been authorized by the company shall accompany the tender.
- 4.6 Copies of certificates regarding the previous experience, if any, shall be enclosed with the tender.
- 4.7 Declaration showing that all work in hand with the contractor and value of work that remains to be executed in each case shall be enclosed with the tender.
- 4.8 While receiving the tenders availability of sufficient machinery in possession with the contractor will be point for consideration.