

STANDARD BIDDING DOCUMENT

PROCUREMENT OF

CIVIL WORKS

COMPLETE BIDDING DOCUMENT

Tender Amount:-Rs.16,12,07,909.46

Name of Work:-

EMERGENCY ROAD WORK ON VARIOUS ROADS UNDER PORBANDAR (R&B) DIVISION (CONSTRUCTION OF NEW CROSS DRAINAGE WORK, REPAIRING OF CROSS DRAINAGE STRUCTURE WORK, LABOUR & MACHINERY WORK, CONSTRUCTION OF NEW BRIDGE WORK & OTHER MISC. WORK)



GOVERNMENT OF GUJARAT ROAD
& BUILDING DEPARTMENT

This is a generic SBD to be used for Civil works. Each user/concerned department needs to examine and put up their particular bidding requirement like; qualification criteria, contract Data etc., marked at [#] while finalizing their own bidding process.

Divisional Accountant
R&B(P) Division
Porbandar

Executive Engineer
R&B(P) Division
Porbandar

Superintending Engineer
R&B(P) Circle-2 No.2
Rajkot

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**INVITATIONFORBID
(IFB)**

NATIONAL COMPETITIVE BIDDING

- The **Executive Engineer, R&B (P) Division Porbandar** invites bids for the construction of works detailed in the table.
The bidders may submit bids for any or all of the following works.

TABLE

| Package No. | Name of work | Approximate value of works (Rs.) | Bid security (Rs.) 1 % | Cost of document Tender Fee | Period of completion | # Class of Registration / Category of contractor if required |
|-------------|---|----------------------------------|------------------------|-----------------------------|----------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | EMERGENCY ROAD WORK ON VARIOUS ROADS UNDER PORBANDAR (R&B) DIVISION (CONSTRUCTION OF NEW CROSS DRAINAGE WORK, REPAIRING OF CROSS DRAINAGE STRUCTURE WORK, LABOUR & MACHINERY WORK, CONSTRUCTION OF NEW BRIDGE WORK & OTHER MISC. WORK) | 161207909.46 | 1612100 | 18000 | 12 Months | "AA" Class and Spec. Cat. I Bridge |

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

#

- However, Bidder who is submitting the Bid Online will have to pay the Bid Document Fee / Tender Fee through Demand Draft only of any Schedule Bank payable at **Porbandar** and in favour of **Executive Engineer, (R & B) Division, Porbandar**. Once the Bid is received online, Bid Document / Tender Fee will not be refundable.

The Demand Draft for Bid Document / Tender fee and FDR / Bank Guarantee against Bid Security / EMD shall be submitted in electronic format through online (by scanning) while uploading the bid, this submission shall mean that bid document / tender fee and Bid Security / EMD has been received. Accordingly, the offer of only those shall be opened whose Bid Document / Tender Fee and Bid Security / EMD have been received electronically. However, for the purpose of realization of Demand Draft, and FDR / Bank Guarantee bidders shall send the same in original through R.P.A.D. so as to reach to # **Executive Engineer, (R & B) Division, Porbandar** within 7 Days from the last day of bid submission.

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

- Bids received online, will be opened on the time, date and place as specified in the online NIT at website <https://tender.nprocure.com> in the presence of the bidders or their authorized representatives, who wish to remain present.
If the office happens to be closed on the day of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- A pre bid meeting will be held on at hrs. at the office of to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in clause 9.2 of 'instructions to Bidders' of the bidding documents.
- # Bid Security (EMD) is equal to 1% of Estimated Amount put to bid / tender and should

- be rounded off to the next thousand rupees.
7. Other Information is as under:
- A. Agencies can prepare and edit their offers a number of times before the end of the tender submission date and time. After the tender submission date and time, the bidder cannot modify/edit/withdraw their submitted offer in any case. Now written or online request in this regard shall be granted.
 - B. Offers in physical form will not be accepted in any case.
 - C. Demand Draft purchased by the other than bidder and issued after the last date of submission of Bids, will not be considered or accepted.
 - D. The cost incurred by the contractor for this offer for clarification or attending discussion, conference or site visits will not be reimbursed by the Employer or Engineer-in-Charge.
 - E. Conditional tenders shall not be accepted.
 - F. Any changes, addition, alternation made in the prescribed form attached with tender are liable to be rejected.
 - G. Any change in form or conditional Bank Guarantee will not be accepted and the bidder will be considered non-responsive.
 - H. All the bidders are instructed to fill in information strictly in accordance with the format given in the checklist / qualification document / tender document.
 - I. It is mandatory for the bidder to supply each and every information as asked strictly in electronic format at appropriate places only.
 - J. Blank/insufficient information shall be treated as nil information and shall result in disqualification.
 - K. Even if the bidder has been qualified in a similar or larger size of project in the past, it shall not be deemed to be a ground/reason for not giving required information for this work / bid.
 - L. Information supplied for earlier projects shall not be considered while evaluation of this bid. The Government will not ask for any other information, unless it is found absolutely necessary by the competent authority.
 - M. If found necessary, the contractor will be intimated for negotiation.

#For the works costing up to ~~7.5 crore (ROAD)~~, 7.0 crore (BUILDING & BRIDGE) kindly refer to SSR-10-2015-17-C dated 03-02-2017

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

- (i) Bid Document Fee / Tender Fee
- (ii) Bid Security / EMD or Valid EMD Exemption Certificate of Appropriate Class of Registration of Approved Contractors
- (iii) Registration Certificate of Appropriate Class i.e. **"AA" Class & Spec. I Bridge"**
- (iv) Registration Certificate of Special Category Road/Bridge/Building and Category I/II/III, If Required.
- (v) **Bank Solvency (20% of Amount Put to Tender i.e. 3,22,42,000.00)** of the Current Calendar Year i.e. **2025**. [Issued in 2025]
- (vi) GST Number
- (vii) Other Documents, as per Tender Documents
- (viii) Mechanical Plant

SECTION-1
INSTRUCTIONSTOBIDDERS(
ITB)

Section 1: Instructions to Bidders

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A. GENERAL

1. Scope of Bid

The Employer (Named in Appendix to ITB) invites bids for the Construction of works (as defined in these documents and referred to as 'the works') detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.

The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder/ tenderer, bid / tender, bidding/ tendering, etc.) are synonymous.

2. Source of Funds

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

3. Eligible Bidders

This Invitation for Bids is open to all eligible bidders.

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

4. Qualification of the Bidder

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

Deleted

Deleted

Deleted

#4.5 QUALIFICATION CRITERIA: (Applicable for the works which require Post Qualification)

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

To qualify for more than one contract, the applicant must demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in paragraphs 4.5.4, 4.5.5 and 4.5.9 below

Base year and Escalation

The base year shall be taken as Current financial year

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

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

Applicants should indicate actual figures of costs and amount for the work executed by them without accounting for the above mentioned factors.

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

General Experience.

The Applicant shall meet with the following minimum criteria:

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

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

Substantially completed works mean those works which are at least 90% completed as on the date of submission (i.e. gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.

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

Personnel Capabilities.

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

Equipment Capabilities

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

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

Financial Position

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

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

Litigation History

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

Disqualification

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

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

Joint ventures must comply with the following requirement:

(a) Following are the minimum qualification requirements:

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

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

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

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

4.7. Bid Capacity.

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

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

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

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

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

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

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

- Made misleading or false representation in the forms, statements and Attachments submitted in proof the qualification requirements; and / or

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

5. Onebidperbidder

5.1.Eachbiddershallsubmitonlyonebidforonepackage.Abidderwhosubmitsorparticipates inmorethanonebid(otherthanasasubcontractororincasesofalternativesthathavebeen permitted or requested) will cause all the proposals with the bidder's participation to be disqualified.

6. CostofBidding

6.1.ThebiddershallbearallcostsassociatedwiththepreparationandsubmissionofhisBid,and the Employerwillin nocase be responsible andliable forthose costs.

7. SiteVisit

7.1.TheBidder,attheBidder'sownresponsibilityandriskisencouragedtovisitandexaminethe Site of work and its surrounding and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works.
Thecostsofvisitingthesiteshallbeat the Bidder'sownexpense.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

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

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

Volumes I, II, III and IV are available online and documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume- V in two parts (refer clause 12).

The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. **Pursuant to clause 26 hereof**, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9. Clarification Bidding Documents

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

Pre-bid meeting

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

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The bidder shall be required to submit any questions in writing or e-mail to reach the Employer not later than 03 days before the meeting.

9.2.4 Minutes of the meeting, including the question raised (Without identifying the source of enquiry) and the responses given will be published without delay on the tender website i.e. tender.nprocure.com. Any modification of the bidding documents listed in sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

9.2.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

Any addendum thus issued shall be part of the bidding documents. The Employer will assume no responsibility for the same.

To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C. PREPARATION OF BIDS

11. Language of the Bid

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

12. Documents Comprising the Bid

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

Part I shall be named "Technical Bid" and shall comprise

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

Part II shall be named "Financial Bid" and shall comprise

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

The Bidders shall submit the details/information pertaining to each part i.e. technical as well as financial and must be submitted online only. Following documents will be deemed to be part of the bid.

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

13. Bid Prices

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

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

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

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

Deleted

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

14. Currencies of Bid and Payment

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

15. Bid Validity

Bids shall remain valid for a period of not less than 120 days after the deadline date for bid submission specified in Clause 20.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified period. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his security for a period of the extension, and in compliance with Clause 16 in all respects.

#16. Bid Security

The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This Bid security shall be in favor of Employer as named in Appendix and may be in one of the following forms;

a. Bank Guarantee from any scheduled Indian bank, in the format given in Volume III. **(Bank Guarantee is applicable only for Bid Estimated Amount of 01 Crore and above)** and Bank Guarantee of Schedule and Private Banks shall be considered as per GoG Finance Department's Circular No. FD/MSM/e-file/4/2023/0057/D.M.O. Date 21/04/2023 or as per their latest amendment.

b. Fixed Deposit Receipt issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.

OR

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

Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid i.e. total validity of 120+45 = 165 Days

Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.

The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1

- 16.5 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.6. The bid Security may be forfeited
- (a) If the Bidder withdraws the bid after Bid opening during the period of Bid validity.
 - (b) If the Bidder does not accept the correction of the Bid Price, if any or
 - (c) In the case of a successful Bidder, if the Bidder fails to meet the specified time limit to
 - (i) Sign the Agreement; or
 - (ii) Furnish the required Performance Security.
 - (d) #If found necessary, the bidder will be intimated for negotiation, He will be intimated maximum three times within the validity period for negotiation, If contractor does not respond in time, his Bid Security (EMD) will be forfeited and his tender will be rejected. Punitive action will be taken on such contractors. (As per GoG R&B Dept's Gr. No. S/22/2017/6369/D, Dt. 08/06/2018)

17. Alternative Proposals by Bidders.

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

18. Format and Signing of Bid

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

D. SUBMISSION OF BIDS

19. Deleted

20. Deadline for Submission of the Bids

Complete Bids must be received online by the Employer at the tender website specified above not later than the date indicated in appendix.

The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Deleted

22. Modification and Withdrawal of Bids

Bidders may modify or withdraw their bids online before the deadline prescribed in Clause 20 or pursuant to Clause 23.

22.2 Deleted

No bid shall be modified or withdrawn after the deadline for submission of Bid.

Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

E. BID OPENING AND EVALUATION

23. Bid Opening

23.1 The Employer will open all the Bids received including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clauses 20 and 23.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

Deleted.

The "Technical Bid" shall be opened. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the invitation for bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the technical bid will not be opened.

- (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to the Qualification information and other information furnished in part I of the bid pursuant to Clause 12.1.
- (ii) If required, the bidder will be asked in writing to clarify his Qualification Documents with respect to any required clarification.
- (iii) The bidders will respond in not more than 7 days of issue of the clarification letter.
- (iv) Immediately (usually within 3 or 4 days), on receipt of these clarification the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

Deleted

At the time of opening of "Financial Bid", the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The responsive Bidders' names, the Bid prices, the total amount of each bid, any discount and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

the time of opening of "Financial Bid", the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The responsive Bidders' names, the Bid prices, the total amount of each bid, any discount, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

In case bids are invited for more than one package, the order for opening of the "Financial Bid" shall be in order of Estimated amount of Bids from highest to lowest.

The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.

24 ProcesstobeConfidential

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

25. ClarificationofFinancialBids

To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substances of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.

25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his Bid opening to the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidder's bid.

26. ExaminationsofBidsandDeterminationofResponsiveness

During the detail evaluation of "Technical Bid", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding document. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.

A substantially responsive "Financial Bid" is one which confirms all the terms, conditions and specifications of bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Deleted

28. Deleted

29. Evaluation and Comparison of Financial Bids

The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.

Deleted.

The Employer reserves the right to accept or reject any variation or deviation.

Variation and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Bid evaluation.

The estimated effect of the price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract the Employer may require the Bidder to produce detailed consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful /bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

A bid which contains several items in the bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder may be rejected as non-responsive.

30. Deleted

F. AWARD OF CONTRACT

31. Award Criteria

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

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

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

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

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

33. Notification of Award and Signing of Agreement

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

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

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

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

34. Performance Security

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

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

- (a) If the Contract Price offered by the Selected Bidder is lower than 10% but upto 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
 - (b) If the Contract Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
 - (c) This Additional Performance Security shall be treated as part of the Performance Security.
- (B) The Performance Security shall be valid beyond 60 (sixty) days of the Defects Liability Period and the Additional Performance Security shall be valid beyond 28 (twenty- eight) days of Project Completion Date.

If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder’s option, by a Nationalized/Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer. As per GoG Finance Department’s Circular No. FD/MSM/e-file/4/2023/0057/D.M.O. Date 21/04/2023 or as per their latest amendment.

Failure of the successful Bidder to comply with the requirement of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

35 Advance Payment and Security

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

36. Deleted

37. Corrupt or Fraudulent Practices

The Employer will reject a proposal if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in completing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India/ State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in completing for the contract, or in execution.

Furthermore, Bidders shall be aware of the provision stated in Sub- Clause 59.2 of the Conditions of Contract.

APPENDIX TO ITB

Clause Reference With respect to Section -I

1. The Name of the Employer is **R&B Department, Block No 14/2, New Sachivalay Gandhinagar** [Cl.1.1]
2. The last five years.
2024 – 2025
2023–2024
2022–2023
2021–2022
2020–2021 [Cl.4.5.3(a)]
3. This Annual Financial Turnover Amount is **Rs.16,12,07,909.46**
4. Value of Work is **Rs.16,12,07,909.46**
5. Deleted
6. The cost of electric work is **Rs.**
7. The cost of water supply/sanitary work is **Rs.** [Cl.4.5.6]
8. Liquid assets and / or availability of credit facilities is **Rs. 4032000.00**
9. Price level of the financial year **2025-2026** [Cl.4.5.2]
10. The pre-bid meeting will take place at [Cl.9.2.1]
11. The technical Bid will be opened at the office of Superintending Engineer (R&B) Circle-2 ,Rajkot on dt at AM/PM
12. Address of the Employer : **Executive Engineer R&B Division Porbandar**
13. Deleted
14. The bid should be submitted latest by [Cl.20.1&20.2]
As stated on online NIT
15. The bid will be opened at Superintending Engineer (R&B) Circle-2 ,Rajkot as stated on online NIT. [Cl.23.1]
16. The Bank Draft in favor of **Executive Engineer, (R & B) Division, Porbandar**
17. Deleted
18. Escalation factors (for the cost of works executed and financial figure to a common base value) for works completed [Cl.4.5.2]

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

#LISTOFKEYPLANT&EQUIPMENTTOBEDEPLOYEDONCONTRACTWORK
[ReferenceCL.4.5.5]

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

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

List of Key Personnel to be deployed on Contract Work
(Reference Cl. 4.5.4)

#Employment of a qualified site Engineer by the Contractor.

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

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

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

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

SECTION-2
QUALIFICATIONINFORMATION

QUALIFICATION INFORMATION

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

1. For Individual Bidders

Constitution or legal status of
Bidder (Attach Copy)

Place of registration

Principal place of business

Power of attorney of signatory of Bid

(Attach)

- | | | |
|-----|--|-----------|
| 1.2 | Total value of Civil engineering constructions | 2024-2025 |
| 1.3 | Work performed in the last five years | 2023-2024 |
| | (in Rs. Lakhs) | 2022-2023 |
| | | 2021-2022 |
| | | 2020-2021 |

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

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

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

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

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

| Year | Name of the work | Name of the Employer | Quantity of work performed (Cum/MT) | | | | Remarks* (indicate contract Ref) |
|-----------|------------------|----------------------|---------------------------------------|---------|-------------|-----------------|----------------------------------|
| | | | Cement Concrete (Including RCC & PCC) | Masonry | Earth Works | Bituminous Work | |
| 2024-2025 | | | | | | | |
| 2023-2024 | | | | | | | |
| 2022-2023 | | | | | | | |
| 2021-2022 | | | | | | | |
| 2020-2021 | | | | | | | |

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

(A) Existing commitments and on-going works:

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

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

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

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

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

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

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

Proposed sub-contract and firms involved

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

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

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

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

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

Information on litigation history in which the Bidder is involved.

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

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

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

Programme

2. **Deleted**

3. **Additional Requirements**

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

- (i) Affidavit
- (ii) Undertaking

* Fill the name of Consultant

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

(CLAUSE 4.5.6 OF ITB) BANK

CERTIFICATE

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

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

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

AFFIDAVIT

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

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

UNDERTAKING

I, the undersigned do hereby undertake...that our firmM/s
.....wouldinvestaminimumcash
upto25%ofthevalueoftheworkduringimplementationofthecontract.

(SignedbyanAuthorizedofficerofthefirm)

Titleofficer

Nameoffirm

DATE

SECTION-3
CONDITIONS OF CONTRACT

ConditionsofContract

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CONDITIONS OF CONTRACT

A. GENERAL.

1. Definitions

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

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

Compensation Events are those defined in Clause 44 hereunder

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about Conditions of Contract.

If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion date, and Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole works)

The documents forming the Contract shall be interpreted in the following order of priority

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with works
- (3) Contractor's Bid

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

3. Language and Law

The language of the Contract and the law governing the Contract are stated in the ContractData.

4. Engineers Decisions

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

5. Delegation

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

6. Communications

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

7. Sub-Contracting

The Contractor may subcontract any portion of work, up to a limit specified in contract data, with the approval of the engineer but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. **Sub-contracting of supply or specific items of work is not allowed.**

The sub-contractor must be registered in appropriate class and category for the part of work to be subcontracted.

8. Other Contractors

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

9. Personnel

The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

If the engineer asks the Contractor to remove a person who is a member of the Contractor Staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractors Risks

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

11. Employer's Risks

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

12. Contractor's Risks

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

13. Insurance

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

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

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

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

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

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

14. Site Investigation Report

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

15. Queries about the Contract data

The engineer will clarify queries on the Contract Data

16. Contractor to Construct the Works

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

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

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

18. Approval by the Engineer

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

The Contractor shall be responsible for design of temporary works.

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

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

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

19. Safety

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

20. Discoveries

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

21. Possession of the Site

The Employer shall give possession of all parts of the site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.

If within 25% of the time limit of the project, 80% of possession of the site is not handed over to the Contractor, then contractor/ Employer may fore-close the contract. Contractor/Employer has to foreclose the work within 30 days after lapse of 25%-time limit and after 30 days foreclosure option will be closed.

22. Access to the Site

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

23. Instructions

The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable laws where the site is located.

The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

24. Disputes

If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to **Superintending Engineer, Rajkot (R & B) Circle-2, Rajkot** (Higher Authority) within 14 days of the notification of the Engineer's decision. If the issue is not resolved, any party can refer the matter for conciliation within 15 days from the decision given by the **Superintending Engineer, Rajkot (R & B) Circle-2, Rajkot**.

(a) For the work up to Rs.100 Cr., if any of the parties is not satisfied with the decision of the **Superintending Engineer, Rajkot (R & B) Circle-2, Rajkot**, both the parties have to refer to the Chief Engineer concern for the conciliation process.

(b) For the work more than Rs.100 Cr., if any of the parties is not satisfied with the decision of the **Superintending Engineer, Rajkot (R & B) Circle-2, Rajkot**, both the parties have to refer to the #Secretary, Roads & Building Department, Government of Gujarat for the conciliation process.

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

25. Procedure for Disputes

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

26. Deleted

B. TIME CONTROL

27. Programme

Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements orders, and timing for all the activities in the works along with monthly cash flow forecast.

An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

The Contractor shall submit to the Engineer, for approval an updated programme at intervals no longer than the period stated in the Contract data. If the Contractor does not submit an updated programme within this period, the Engineer may withhold the amount stated in the Contract data from the next payment after the date on which the overdue programme has been submitted.

The Engineer's approval of the programme shall not alter the Contractor's obligations. The Contractor may revise the programme and submit it to the Engineer again at any time. A revised programme is to show the effect of Variations and Compensations events.

28. Extension of the Intended Completion Date

The Engineer shall extend the Intended Completion Date if a compensation Event occurs or a Variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a compensation event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The employer shall in not more than 21 days communicate to the engineer the acceptance or otherwise of the Engineer's decision. If the employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter under Clause 24.1

29. Deleted

30. Delays Ordered by the Engineer

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

31. Management Meetings

Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. Early Warning

The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract price or delay the execution of works. The Engineer may require the contractor to provide an estimate of the expected effect of the future event or circumstance on the contract price and completion date. The estimate is to be provided by the Contractor as soon as reasonably possible.

The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. QUALITY CONTROL

#33. Identifying Defects/Defect liability period

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

- (a) For all works costing up to Rs. 50,000 (amount put to tender), the period shall be 3 Months from the certified date of completion.
- (b) For all works costing more than Rs. 50,000 and up to Rs. 1 crore (amount put to tender), the period shall be 12 (Twelve) months from the certified date of completion or one monsoon, whichever is later.
- (c) For major projects costing more than Rs. 1 crore, the period shall be 36 Months from the certified date of completion which should include three monsoons.
- (d) For original building works the defect liability period will be 4 years or elapse of 4 monsoon period following date of possession of building taken over by user agency following the certified date of completion, whichever is later. For the purpose of deciding the monsoon period, the 30th September shall be treated as the last date.

Modified vide R & B D Circular No. PAC-11-102008-2076-N dated 31/8/2009, PRCH/102013(2976) 2759-N, Dated 27/05/2013 and Circular No. TNC/10/2016/Clause 17A (Correction/(1)C Dated 12/05/2016]

Free maintenance guarantee period for works of Road/Bridge construction

- (a) For resurfacing work of road free maintenance guarantee period one year from the date of completion.
- (b) In case of widening of the road/strengthening of the road/bridge, the contractor shall have to give four years free maintenance guarantee from the certified date of completion. During this period the contractor shall visit the site every six months along with the concerned Section Officer / Deputy Executive Engineer and will examine the work already carried out in this contract like road work, jungle cutting, side shoulders, side gutter, road furniture, patta etc. and will prepare Km. wise inspection report duly signed by all concerned and any defect observed shall be done within 15 days by the contractor at his risk and cost as per the direction of Engineer in charge. The contractor needs to do videography of these visits and require to submit at the time of release of FMG. If B.T. the surface during the maintenance period of 4 years is worn out then agency shall have to provide renewal coating as per tender item as directed by the Engineer-in-charge. The amount equivalent to 5% of each running bill shall be withheld and will be released after the free maintenance guarantee period (i.e. 4 years) is over.

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

(1) The flakiness and elongation index (combined) for coarse aggregates under no circumstances shall exceed the allowable limit set forth in the relevant clause for the material in question.

(2) 2% of the amount eligible for the payment of bituminous items shall be withheld till the miscellaneous items like earthwork in embankment / cutting for side shoulders, side gutters, kilometer/ indicator / guard stones, sign boards etc. are completed in all respect by the contractor. After completion of the miscellaneous items, the above said 2% withheld amount shall be released.

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

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

(4) Setting up of adequate laboratory & deployment of quality engineers.

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

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

(6) Maintenance during Construction Period

During the Construction Period, the Contractor shall maintain, at his own risk and cost, the existing lane(s) of the road so that the traffic worthiness and safety thereof are not materially inferior as compared to their condition 10 (ten) days prior to the date of the Agreement and shall undertake the necessary repair and maintenance works for this purpose; provided that the Contractor may, at this cost, interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of works and conforms to Good Industry Practice; provided

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

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

34. Tests

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

#1% of the amount of **work done** should be deducted from R.A. Bill of the contractor for testing the quality of material workmanship, irrespective of actual charges.

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

35. Correction of defects

The engineer shall give notice to the Contractor of any defects before the end of the defects Liability Period, which begins at Completion and is defined in the contract data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer's notice.

36. Uncorrected Defects

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

D. COST CONTROL

37. Bill of Quantities

The bill of Quantities shall contain items for the constructions, installation, testing and commissioning work to be done by the Contractor.

The bill of Quantities is used to calculate the Contract price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Change in the Quantities

The Engineer shall have power to make any alterations in or addition to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing signed by the Engineer and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work.

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

39. Variations

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

40. Payments for Variations

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

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

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

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

If the additional or altered work, for which no rate is entered in the "Schedule of Rates" of the Division is ordered to be carried out before the rate is agreed upon, then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate, which it is his intention to charge for such class of work and if the Engineer in charge does not agree to this rate, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider it advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly hereinbefore mentioned, then in such cases he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of the dispute, the decision of the Superintending Engineer of the Circle-2 shall be final.

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

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

41. Cash Flow Forecasts

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

42. Payment certificates.

The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking in to account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause of the Contract Data (secured Advance).

The value of work executed shall be determined by the Engineer.

The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

The value of work executed shall include the valuation of variations and compensation events.

The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information

43. Payments

Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate.

Payment of GST (prevailing rates) on the amount payable under the contract to the Contractor will be made by the Employer. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.

Items of the works for which no rate or price has been entered in will not be paid by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation events

The following are compensation Events unless they are caused by the Contractor:

- (a) The Employer does not give access to a part of the Site by the site Possession date stated in Contract data to the Contractor

In case of compensation event occurs and it prevents the work being completed beyond the Intended Completion Date then Authority will approve EOT with eligible contractual price escalation.

45. Tax

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

GST will be paid separately on the bills. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.

46. Currencies.

All payments shall be made in Indian Rupees.

47. Price Adjustment

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

- (a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- (b) The price adjustment shall be determined during each month from the formula given in the contract data.
- (c) Following expressions and meanings during to the work done during each month
 $R = \text{Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.}$

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

48. Retention

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

On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

On completion of the whole works, the contractor may substitute retention money with an “on demand” Bank guarantee.

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

49. Liquidated Damages

The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payment due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall not be entitled for any interest on the over payment calculated from the date of payment to the date of repayment.

If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for every day or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve

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

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

50. — Bonus

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

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

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

51. — Advance Payment. DELETED

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

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

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

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

~~Deleted~~

52. Securities

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

53. Deleted

54. Cost of Repairs.

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

E. FINISHING THE CONTRACT

55. Completion

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

56. Taking Over

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

57. Final Account

The Contractor shall supply to the Engineer a detailed final account of the total amount that the Contractor considers payable as full and final settlement of all claims under the Contract for items before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

If reversal in characteristic of tender (L1 becoming L2) on account of excesses and savings in final account is observed, the Engineer/Employer shall be at liberty to restrict the final payment of BOQ items to the lowest amount evaluated of the bids considering the final quantities and the rates quoted including the rebates if any. Payment of variation items shall however be made at the rates approved by the Employer, within 90 days from the physical completion of work.

58. Operating and Maintenance Manuals

If "as built" drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract data.

If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59. Termination

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

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

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

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

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

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

60. Payment upon Termination

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

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

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

~~61.~~ Property

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

~~62.~~ Release from Performance

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

F. SPECIAL CONDITIONS OF CONTRACT

~~63.~~ LABOUR

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

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

~~64.~~ COMPLIANCE WITH LABOUR REGULATIONS

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

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

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

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

apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

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

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

1. Water(Preservation and control of Pollution) Act, 1974
2. Air(Prevention and Control of Pollution) Act 1981
3. Environmental(Protection) Act 1986

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

65. ARBITRATION(GCC Clause 24)

The procedure for arbitration will be as follows:-

If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to **Superintending Engineer, Rajkot (R & B) Circle-2, Rajkot** (Higher Authority) within 14 days of the notification of the Engineer's decision. If the issue is not resolved, any party can refer the matter for conciliation within 15 days from the decision given by the **Superintending Engineer, Rajkot (R & B) Circle-2, Rajkot**

24.2

- (a) For the work up to Rs.100 Cr., if any of the parties is not satisfied with the decision of the **Superintending Engineer, Rajkot (R & B) Circle-2, Rajkot**, both the parties have to refer to the #Chief Engineer concerned for the conciliation process.
- (b) For the work more than Rs.100 Cr., if any of the parties is not satisfied with the decision of the Superintending Engineer, both parties have to refer to the #Secretary, Roads & Building Department, Government of Gujarat for the conciliation process.

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

SECTION-4
CONTRACTDATA

#CONTRACTDATA

Clause Reference With
respect To section 3

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

1. The Employer is [CL.1.1]
Name: **(R & B) Department, New Sachivalay Gandhinagar**
Address: Block No 14/2, New Sachivalay, Gandhinagar.
Name of authorized Representative (will be intimated later)
2. The Engineer is Executive Engineer
Name of Authorized Representative : **Executive Engineer, (R & B) Division, Porbandar**
3. The Defects Liability Period is **3 years** including Three Monsoon session from the date of completion. [CL.1.1 & 33]
4. The Start Date shall be 1 **day** days for the date of issue of the Notice to proceed with the work. [CL.1.1]
5. The Intended Completion Date for the whole of the work is [CL.1.1, 17 & 2]
12 Months after start of work with the following milestones:
Milestone dates: [CL.2.2 & 49.1]
Physical works to be completed Period from the start date
~~Milestone 1 i.e. 10 % 90 days.~~
~~Milestone 2 i.e. 40% 180 days.~~
~~Milestone 3 i.e. 80 % 270 days.~~
~~Milestone 4 i.e. 100% 365 days.~~
6. The Site is located at **Emergency Road Work on Various Roads Under Porbandar (R & B) Division (Construction of New Cross Drainage Work, Repairing of Cross Drainage , Structure Work, Labour & Machinery Work, Construction of New Bridge Work & Other Misc. Work)** [CL.1.1]
7. The name and identification number of the Contract is: [CL.1.1]
EMERGENCY ROAD WORK ON VARIOUS ROADS UNDER PORBANDAR (R & B) DIVISION (CONSTRUCTION OF NEW CROSS DRAINAGE WORK, REPAIRING OF CROSS DRAINAGE , STRUCTURE WORK, LABOUR & MACHINERY WORK, CONSTRUCTION OF NEW BRIDGE WORK & OTHER MISC. WORK)
8. The work consists of with items B.O.Q. The work shall, inter alia, include the following, as Specified or as directed: [CL.1.1]

(A) Road Works

Site clearance; setting – out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road/ Parallel service road; bituminous pavements remodeling / construction of Junctions, intersections, bus bays, lay-bays; supplying and placing of drainage Channels, flumes, guard posts and guard other related items; construction/extension of cross drainage works, bridge, approaches and other related stones; protective works for roads/bridge; all aspects of quality assurance of various components of the works; rectification of The defects in the completed works during the Defects Liability Period; submission of “As- built” drawings and any other related documents; and other item of work as may be required to be carried out for completing the work in accordance with the drawings and the provisions of the contract and to ensure safety.

(B) Bridge Works

Site clearance; setting out, provision of foundations, piers abutments and bearing; prestressed/reinforced cement concrete superstructure; wearing coat, handrailings, expansion joints, approach slabs, drainages spouts/ downtake pipes, arrangements for fixing light posts, water mains, utilities etc; provision of suitably designed protective works; providing wing/return walls; provision of road markings, road signs etc.; all aspects of quality assurance; clearing the site and handing over the works on completion; rectification of the defects during the Defects Liability Period and submission of "As-built" drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the drawings and the provisions of the contract and to Insure safety

(C) Other Items

[CL.1.1]

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

10. The following documents also form part of the Contract: As per R&B GR and Special Condition Attached. [CL.2.3(9)]

11. The law which applies to the Contract is the law of Union of India always. [CL.3.1] [CL13]

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

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

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

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

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

17. Site Investigation report [CL.14]

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

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

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

21. The amount to be withheld for late submission of an updated programme shall be Rs 1 lakhs [CL.27.3]

22. The following events shall also be Compensation Events [CL.44]
Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document.

(i) Removal of underground utilities detected subsequently

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

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

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

23. The currency of the Contract is Indian Rupees

[CL.46]

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

{CL.47}

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

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

Adjustment for labour component

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

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

V_L = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour

L_0 = The consumer price index for industrial workers for the State on 28 days preceding the scheduled date of opening of technical Bids as published by Labour Bureau, Ministry of Labour, Government of India

L_i = The consumer price index for industrial workers for the State for the month under consideration as published by the Labour Bureau, Ministry of Labour, Government of India.

P_i = Percentage of labor component of the work.

Adjustment for cement component.

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

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

V_c = Increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.

C_0 = The all India wholesale price index for Ordinary Portland Cement on 28 days preceding the scheduled date of opening of technical bid as published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.

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

~~P_c=Percentage of cement component of the work~~

Adjustment for steel component

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

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

~~V_s= Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel~~

~~S₀=The all India wholesale price index for steel (Mild Steel Long Products Rebars) on 28 days preceding the date of opening of Bids as published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.~~

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

~~P_s=Percentage of steel component of the work~~

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

Adjustment of bitumen component

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

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

~~V_b=Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.~~

~~B₀=The official retail price of bitumen at the IOC depot at the nearest centre on the day 28 days prior to the scheduled date of opening of technical bid.~~

~~B_i= The official retail price of bitumen of IOC depot at the nearest centre for the 15th day of the month under consideration.~~

~~P_b=Percentage of bitumen component of the work~~

Adjustment of POL (fuel and lubricant) component

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

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

V_f = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.

F_0 = ~~The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at the nearest centre on the day 28 prior to the date of opening of Bids.~~

F_i = ~~The official retail price of HSD at the existing consumer pumps of IOC at the nearest centre for the 15th day of the month of the under consideration.~~

P_f = Percentage of fuel and lubricants component of the work

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

Percentage of Price Adjustment component will be decided at the time of Work Order base on Estimate.

Adjustment for Construction Machinery

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

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

V_p = Increase or decrease in the cost of work during the month under consideration due to changes in rates for plant and machinery spares

P_0 = ~~The all India wholesale price index for **manufacturer of machinery for mining, quarrying and Construction** for the month under consideration as published **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**~~

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

P_p = Percentage of plant and machinery spares component of the work.

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

Adjustment of other materials Component

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

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

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

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

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

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

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

Percentage of Price Adjustment component will be decided at the time of Work Order base on Estimate.

25. The proportion of payments retained (retention money) shall be 6% {CL. 48} from each bill subject to a maximum of **5% of final contract price.**
26. Amount of Liquidated damages for For Whole of work {CL. 49} delay in completion of works $(1/2000)^{th}$ of the Initial contract price, rounded off to the nearest Thousand, per day. For sectional Completion (wherever specified In item 6 of Contract data) $(1/2000)^{th}$ of initial contract price for #5 km Section, rounded off to the nearest thousand per day.

- | | | |
|-----|---|---|
| 27. | Maximum limit of liquidated damages For delay in completion work | 10 percent of the Initial Contract Price rounded off to the nearest thousand {CL.49} |
| 28. | Amount of Bonus for early completion | Amount of bonus for early completion of work shall be given as per CL.50 of Section-3 |
| 29. | Maximum limit of bonus for early Completion of work | 5 percent of the Contract Price {CL. 50} |
| 30. | The amount of the advance payment are: {CL.51&52} | |

#Nature of Advances

Amount (Rs.) Conditions to Be fulfilled

- | | | |
|-----|---|--|
| i | Mobilization 10% of rice | the contract On submission of unconditional P Bank Guarantee. (to be drawn before the end of 20% of the contract period). The contractor may furnish four bank guarantees of 2.5 % of each valid for the full period. |
| ii | Equipment 90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the Contract Price | After equipment is brought to site (provided the Engineer is satisfied That the equipment is required for performance of the contract) and on submission of unconditional Bank Guarantee for amount of advance |
| iii | Secured Deleted Advance for Non-perishable material Brought to site | |

(The advance payment will be paid to the Contractor not later than 28 days after fulfillment of the above conditions).

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

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

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

32. Deleted

33. The securities shall be for the following minimum amounts equivalent {CL. 52}

As a percentage of the Contract Price:

Performance Security for 5 percent of contract price plus **Rs.-** (to be decided after evaluation of the bid) as additional security in terms of ITB Clause (Note: ~~Performance security As per Govt. of Gujarat G.R. Dtd. 03/02/2024 424/102020/329/21~~)

29.5.

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

34. The Schedule of Operating and maintenance Manuals.....N/A. {CL.58}

35. The date by which "as-built" drawings (in scale as directed) in 2 sets {CL. 58} are required within 28 days of the issue of certificate of completion of the whole or section of the work, as the case may be.

36. The amount to be withheld for failing to supply "as built" drawings {CL.58} by the Date required is **Rs. 5 Lakhs.**

37. The following events shall also be fundamentals breach of contract: {CL.59.2}
"The Contractor has contravened Sub- clause 7.1 and Clause 9 of GCC"

38. The percentage to apply the value of the work not completed representing {CL 60} the Employer's additional cost for completing the Works shall be 20 per cent.

39. Input rate for **Cement** shall be considered as per CECGSOR 2023-24:

Rs./MT. according to same cement recovery shall be done.

SECTION-5
TECHNICALSPECIFICATION

SECTION-6
FORMOFBID

FORM OF BID

Description of the Works:

----- BID

To :

Address :

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

(-----)

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

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

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

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

(in block capitals or typed)

Address

Witness

Address

Occupation

SECTION-7
BILLOFQUANTITIES

BILLOFQUANTITIES

Preamble

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

BILLOFQUANTITIES

(A) PercentageRateTender(UptoINR50Cr.)

| Item No. | Quantity | Description of Item (with brief specification and reference to book of specification) | Rate in figures | Unit | Amount |
|----------|----------|---|-----------------|------|-------------|
| 1 | 6.00 | Job Work for Dismantling the existing Cross Drainage structure including removing and stacking the dismantled materials as and where directed (A) R.C.C. work, Brick masonry, UCR masonry, Pipe etc. Complete as per instruction of Engineer In Charge. | 2074.54 | Job | 12447.24 |
| 2 | 10925.00 | Excavation for foundation upto 1.5m depth including sorting out and stacking of useful materials and disposing off the excavated stuff upto 50 Meter lead. (B) Dense or Hard soil | 164.82 | Cum | 1800658.50 |
| 3 | 1003.00 | Providing and casting in situ Ordinary cement concrete M- 150 for R.C.C. Raft and cut-off walls including necessary shuttering, laying, vibrating, ramming and curing complete. | 3834.76 | Cum | 3846264.28 |
| 4 | 405.00 | Supplying and fixing reinforced concrete heavy duty non-pressure pipes with collars for culverts carrying heavy traffic as per IS 458-1991 specifications including setting the pipes in C.M. 1:2 watering and laying (to level or slopes) of class NP 30 following internal diameters. (v) 900 mm dia. | 3469.25 | Rmt | 1405046.25 |
| 5 | 105.00 | Supplying and fixing reinforced concrete heavy duty non-pressure pipes with collars for culverts carrying heavy traffic as per IS 458 1991 specifications including setting the pipes in C.M. 1:2 watering and laying (to level or slopes) of class NP 30 following internal diameters. (vii) 1200 mm dia. | 5560.00 | Rmt | 583800.00 |
| 6 | 5410.00 | Providing and casting in situ controlled cement concrete M-200 for R.C.C. return as per drawings including centering, shuttering, scaffolding where necessary, laying, vibrating, curing and finishing complete. (A) Height from 0.0 to 5.0 M. For wall | 5266.72 | Cum | 28492955.20 |
| 7 | 28870.00 | Providing TMT Bar FE 500 D reinforcement for R.C.C. work including bending, binding and placing in position complete upto all floor | 77.28 | Kg | 2231073.60 |
| 8 | 3895.00 | Filling around the pipes with murrum including dressing, tampering etc. complete. | 88.72 | Cum | 345564.40 |
| 9 | 2211.00 | Construction of granular Sub base (Grading -I) by providing close graded material BTMC using metal 53 mm to 26.5 mm @ 27.5%, aggregate 26.5 mm to 9.5 mm @ 22.5% & 9.5 mm to 4.75 mm @ 10% and stone dust 4.75 mm & below @ 40% incl. spreading in uniform layers with motor grader on prepared surface mixing by mix in place method with Front End Loader at OMC and compacting with vibratory roller to achieve the desired density complete as per MORTH specification. | 1182.39 | Cum | 2614264.29 |
| 10 | 1910.00 | Painting Two Coats on New Concrete Surfaces (Painting two coats after filling the surface with synthetic enamel paint in all shades on new plastered concrete surfaces) | 63.63 | Sqmt | 121533.30 |

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| 11 | 4282.00 | Providing & laying weep hole in Abutments, and returns by using A.C. pipe of 100mm including laying in proper grade and jointing the completed as per detailed specification. | 90.82 | Each | 388891.24 |
| 12 | 6243.00 | Excavation for foundation in sand, gravel, clay soft soils and murrum etc. including shoring, strutting dewatering as necessary and disposing of the excavated stuff as directed. (A) Depth upto 3.0M. and lead upto 100m for 10 Cum | 535.45 | Cum | 3342814.35 |
| 13 | 1047.00 | Providing and laying controlled cement concrete M.150 for curing complete excluding cost of formwork and reinforcement for reinforced concrete work in (A) Foundations, footings, Base of columns and Mass concrete | 4069.59 | Cum | 4260860.73 |
| 14 | 264.00 | Providing and Casting in situ controlled Cement Concrete M-200 for R.C.C. Raft and cut-off walls including necessary shuttering laying, vibrating, ramming and curing complete. | 4660.01 | Cum | 1230242.64 |
| 15 | 244.00 | Providing and casting in situ controlled cement concrete M-200 for R.C.C. work in superstructure including centering, ramming vibrating curing and finishing complete. (A) T-Beam and Deck slab type of superstructure (I) Deck slab | 5815.22 | Cum | 1418913.68 |
| 16 | 277.00 | Providing and casting in situ ordinary cement concrete concrete M-200 for approach slab including formwork curing and finishing complete. | 4263.24 | Cum | 1180917.48 |
| 17 | 3103.00 | Providing and laying - Fitter Media 600mm thick directed at the back of abutments, returns and wing walls as per detailed specifications. | 1298.37 | Sqmt | 4028842.11 |
| 18 | 99.00 | Providing uncoursed rubble stone masonry in Cement Mortar 1:5 for flooring including curving pointing in Cement Mortar 1:3 on exposed faces complete. | 2306.48 | Cum | 228341.52 |
| 19 | 1270.00 | Providing and laying rubble for Flexible apron (each stone weighting not less than 40Kg.) including and packing and filling in the interstices with quarry-spalls. | 1101.22 | Cum | 1398549.40 |
| 20 | 496.00 | Providing and casting in situ controlled cement concrete M-200 for average 75mm thick wearing coat laid as directed including tamping, vibrating, finishing, curing and filling in joints with bitumen complete | 5339.93 | Cum | 2648605.28 |
| 21 | 503.49 | Providing and placing in position FE 500D bar reinforcement for following items including cutting bending hooking and tying complete as per detailed drawing. For well:- curb, staining, cap and RCC Raft. | 73858.69 | MT | 37187111.83 |
| 22 | 114.70 | Providing and placing in position FE 500D TMT. Bar reinforcement including, cutting, bending hooking and tying complete as per detailed drawings. (I) Solid Slab. (II) Deck Slab. | 73243.01 | MT | 8400973.25 |
| 23 | 160.00 | Providing and fixing premoulded compressible filler board in black colour confirming to MoRT & HS specifications (Clause 1015), having minimum density 95kg/cum. non-staining with less than 1% water absorption & compression recovery of 93% minimum as per specification for 20 mm wide expansion joint including cutting to required size and shape at all level etc. complete as directed. | 803.22 | Sqmt | 128515.20 |
| 24 | 588.00 | Providing and applying the elastomeric joint sealant two component, high performance polysulfide formulation | 258.07 | Rmt | 151745.16 |

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| | | conforming to BS:4254 and ASTM C 920 having weathering resistance to ultra-violet rays and shall exhibit shore A hardness of 25 and have movement accommodation factor 25% including using of compatible primer of approved standard etc. complete. For 20mm thick joint | | | |
| 25 | 588.00 | Providing and fixing 25 mm diameter backup rod having minimum density 22 kg per cum (ASTM D - 3575) & compression strength of 0.40 kg per sqm (ASTM - 5249) and finishing with polysulphide sealant etc. complete. For 20mm wide expansion joint | 13.06 | Rmt | 7679.28 |
| 26 | 64.00 | Providing P.V.C. 100mm diameter water spouts including necessary iron gratings as per drawings. | 159.36 | Each | 10199.04 |
| 27 | 10304.00 | Earthwork for embankment including breaking clods, dressing with all lead and lift and including watering rolling and consolidation of subgrade in layers at O.M.C. to required dry density including filling the depression which occur during the process using power roller 8T to 10T. (E) From Borrow area within 3.0KM. lead | 181.18 | Cum | 1866878.72 |
| 28 | 539.00 | Providing and laying Pitching on slopes laid over prepared filter media including boulder apron laid dry in front of toe of embankment complete as per drawing and Technical specifications (A) Stone/Boulder | 957.48 | Cum | 516081.72 |
| 29 | 928.00 | Providing and laying Filter material underneath pitching in slopes complete as per drawing and Technical specification | 577.72 | Sqmt | 536124.16 |
| 30 | 20.00 | Hazard Marker Sign:- Providing and fixing sign boards made out of 1.5mm aluminium sheet / 3mm ACP (Aluminum composite Panel); size 90x30cms. rectangular as per design of IRC-67-2012. Pre treated with phosphating process & acid etching; coated with one coat of epoxy primer and two coats of best quality epoxy paint; reflectorised with Micro Prismatic Grade retro reflective sheeting of Type-11 as per ASTM D4956 and latest M.O.S.T. Specifications; 1.8mtr long stand post of 75 x 75 x 6mm / 65NB Circular MS Pipe as required and frame fabricated from suitable size iron angle of 35x 35x 3mm; painted with best quality epoxy coatings in black and white bends. The details of symbol for each board shall be as per the instruction of engineer in charge. The fixing at site shall be in 1:2:4 CC block of size 45x45x60Cms. for each leg. including excavation, curing etc. complete under the supervision of engineer in charge. A warranty for 10 years for the Retro reflective sheeting from original manufacturer & a certified copy of 3 year outdoor exposure test report from third party test lab for the product offered shall be submitted by contractor. (A) Class-C Type-11 Retro Reflective sheeting | 3666.30 | Nos | 73326.00 |

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| 31 | 282.00 | Providing Yellow and Black Patta (three coat) including distempeing (Three coats) with oil bound distemper of approved brand and manufacture and of required shade on wall surface to give an even shade, over and including a priming coat with distemper primer of approved brand and manufacture after thoroughly brushing the surface free from mortar dropping and other foreign matter and also including preparing the surface even and sand papered smooth as per instruction of Engineer In Charge. | 70.88 | Sqmt | 19988.16 |
| 32 | 3125.00 | Excavation for foundation upto 1.50 mt depth including sorting out and stacking of useful material and disposing of the excavated stuff upto 50 mt. lead (1) Loose or soft soil | 128.78 | Cum | 402437.50 |
| 33 | 100.00 | Tubular Steel Railing on Medium Weight steel channel (ISMC series) 100 mm x 50 mm (Providing, fixing and erecting 50 mm dia steel pipe railing in 3 rows duly painted on medium weight steel channels (ISMC series) 100 mm x 50 mm, 1.2 metre high above ground, 2m centre to centre, complete as per approved drawings) | 2199.78 | Mtr | 219978.00 |
| 34 | 100.00 | "THRIE": Metal Beam Crash Barrier with base plate Providing and erecting a "Thrie" W-metal beam crash barrier comprising of 3 mm thick corrugated sheet metal beam rail, 85 cm above road/ground level, fixed on ISMC series channel vertical post, 150x75x 5mm spaced 2m centre to centre. The vertical post fixing at sites shall be on Base Plate of Size 240x320x16mm thick with 6 Nos 20 mm dia 4.6 grade anchor bolt upto minimum depth of 200 mm & ISMC Vertical Post shall be fixed with base plate with 12mm thick stiffener plate of 100x80mm & This base shall be casted in M25 grade Cement concrete of size 35 x 35 x 12 cms. for each post including necessary fabrication work etc. complete. All steel parts and fittings to be galvanised by hot dip process, all fittings to confirm to IS: 1367 and IS: 1364, metal beam rail to be fixed on the vertical Post with a spacer of channel section 150x75x5 mm, 550mm long complete as per Moth Specification clause 8.10 including butt welding to all nuts & bolts etc. complete as per instruction of Engineer In Charge. Also radium red colour strip of size 100x300mm shall be fixed on vertical front side of each post for better night visibility. The end barrier treatments shall be done as per IS Standard 119:2015. | 3934.04 | Rmt | 393404.00 |

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| 35 | 150.00 | Type - B, "THRIE" : Metal Beam Crash Barrier Providing and erecting a "Thrie" W-metal beam crash barrier comprising of 3mm thick corrugated sheet metal beam rail, 85cm above road/ground level, fixed on ISMC series channel vertical post, 150x75x5 mm spaced 2m centre to centre, 2m high with 1.15m below ground level. The vertical post fixing at sites shall be in M25 grade Cement concrete of size 35x35 x 120cms. for each post including excavation curing etc. complete. All steel parts and fittings to be galvanised by hot dip process, all fittings to conform to IS:1367 and IS:1364, metal beam rail to be fixed on the vertical Post with a spacer of channel section 150x 75 x 5 mm, 550 mm long complete as per Morth Specification clause 810 including butt welding to all nuts & bolts etc. complete as per instruction of Engineer In Charge. Also a red colour strip of size 100x300mm shall be fixed on vertical front side of post for better night visibility. The end barrier treatments shall be done as per IS Standard 119:2015. | 4286.40 | Rmt | 642960.00 |
| 36 | 150.00 | Gabian Structure for Retaining Earth (Providing and construction of a gabian structure for retaining earth with segments of wire crates of size 7mx3mx0.6m each divided into 1.5 m compartments by cross netting, made from 4 mm galvanised steel wire @ 32 kg per 10 sqm having minimum tensile strength of 300 Mpa conforming to IS:280 and galvanizing coating conforming to IS:4826, woven into mesh with double twist, mesh size not exceeding 100x100mm, filled with boulders with least dimension of 200mm, all loose ends to be tied with 4 mm galvanised steel wire) | 1512.98 | Cum | 226947.00 |
| 37 | 150.00 | Gabian Structure for Erosion Control, River Training Works and Protection works (Providing and constructing gabian structures for erosion control, river training works and protection works with wire crates of size 2mx1mx 0.3m each divided into 1m compartments by cross netting, made from 4mm galvanised steel wire @ 32kg per 10 sqm having minimum tensile strength of 300 Mpa conforming to IS:280 and galvanizing coating conforming to IS:4826, woven into mesh with double twist, mesh size not exceeding 100mmx100mm, filled with boulders with least dimension of 200mm, all loose ends to be securely tied with 4mm galvanised steel wire.) | 2482.58 | Cum | 372387.00 |
| 38 | 50.00 | Grouting with C.M. 1:4 in Pitching as per drawing or as per instruction of Engineer In Charge | 2917.66 | Cum | 145883.00 |
| 39 | 1400.00 | Jacketing:- Providing and casting in situ design mix concrete M.25 mix for 23cm thick jacketing consisting 16 mm dia 200mm c/c both ways, 16 dia pin @ 400mm c/c vertically & 800mm c/c horizontally with base supported with 300x450mm beam reinforced with main 6 No. 16 mm dia. bar and stirrups 8mm dia. 150mm c/c etc. complete including drilling holes in the pier, providing steel bars for connecting existing pier to jacketing and filling the holes with rich mortar including shuttering, scaffolding wherever necessary, laying, vibrating, curing and finishing etc. complete | 3190.89 | Sqmt | 4467246.00 |

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| 40 | 2000.00 | Epoxy bonding of new concrete to old concrete | 520.15 | Sqmt | 1040300.00 |
| 41 | 1200.00 | Guniting concrete surface with cement mortar applied with compressor after cleaning surface and spraying with epoxy complete as per Technical specification | 897.89 | Sqmt | 1077468.00 |
| 42 | 350.00 | Providing and inserting nipples with approved fixing compound after drilling holes for grouting as per Technical specifications including subsequent cutting/removal and sealing of the holes as necessary of nipples after completion of grouting with Cement/Epoxy | 481.77 | Nos | 168619.50 |
| 43 | 140.00 | Sealing of crack / porous concrete with Epoxy Grout by injection through nipples complete as per clause 2803.1. | 761.54 | Kg | 106615.60 |
| 44 | 400.00 | Chipping & removing the debonded/ delaminated/ loose/ disintegrated concrete at the places and in the manner and upto the depth and in regular shape as advised by the Engineer in charge without damaging the reinforcement/ RCC with the help of chisel and light hammering or equivalent equipments. Cleaning the surface with wire brushes making the surface free from dust, oil and all impurities etc. as directed by Engineer Incharge. (Actual consumed bag shall be measured for payment.) Patch repair to damaged concrete up to average 50 mm depth (by using ready to use patch repair mortar of best standard approved brand as per data sheet) and as per the work methodology and specifications & cost of all material, labour, machinery, equipment, taking necessary safety measures for all floors as directed and approved by EIC. | 956.72 | Per 25Kg Bag | 382688.00 |
| 45 | 75.00 | Repair of RCC Railing (Carrying out repair of RCC M30 railing to bring it to the original shape.) | 97.97 | Rmt | 7347.75 |
| 46 | 75.00 | Repair of steel Railing (Repair of steel railing to bring it to the original shape) | 294.92 | Rmt | 22119.00 |
| 47 | 250.00 | Providing and laying Rubble stone in cement mortar 1:3 complete as per drawing and Technical specification etc. Complete as per instruction of Engineer In Charge | 3619.84 | Cum | 904960.00 |
| 48 | 175.00 | Construction of precast RCC railing of M30 Grade, aggregate size not exceeding 12 mm, true to line and grade, tolerance of vertical RCC post not to exceed 1 in 500, centre to centre spacing between vertical post not to exceed 2000 mm, leaving adequate space between vertical post for expansion, complete as per approved drawings and technical specifications. | 1402.89 | Mtr | 245505.75 |
| 49 | 150.00 | Providing G.I. 100 mm diameter water spouts including necessary iron gratings as per drawings. | 536.02 | Each | 80403.00 |
| 50 | 5355.00 | Removal of existing cement concrete wearing coat including its disposal complete as per Technical specification without causing any detrimental effect to any part of the bridge structure and removal of dismantled material with all lifts and lead upto 1000m (Thickness 75 mm) | 83.83 | Sqmt | 448909.65 |
| 51 | 1000.00 | Applying epoxy mortar over leached, honey combed and spalled concrete surface and exposed steel reinforcement complete as per Technical specification | 426.22 | Sqmt | 426220.00 |

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| 52 | 750.00 | Replacement of Expansion Joints complete as per drawings | 2171.50 | Sqmt | 1628625.00 |
| 53 | 150.00 | Hire Charges for Bituminous Filter Oil Fire | 178.03 | Hour | 26704.50 |
| 54 | 150.00 | Hire Charges for Bituminous Mixture | 160.05 | Hour | 24007.50 |
| 55 | 150.00 | Hire Charges for Boiler | 119.83 | Hour | 17974.50 |
| 56 | 150.00 | Hire Charges for Pneumatic Road Roller | 560.63 | Hour | 84094.50 |
| 57 | 150.00 | Hire Charges for Tendon Road Roller | 560.63 | Hour | 84094.50 |
| 58 | 150.00 | Hire Charges for Compressor | 205.42 | Day | 30813.00 |
| 59 | 150.00 | Hire Charges for Crane | 706.14 | Hour | 105921.00 |
| 60 | 150.00 | Hire Charges for Mech. Mixer (Extra Cost) | 45.27 | LS | 6790.50 |
| 61 | 150.00 | Hire Charges for Mech. Mortar Mill | 31.06 | LS | 4659.00 |
| 62 | 150.00 | Hire Charges for Pneumatic Drill & Pavement Breaker | 86.19 | Hour | 12928.50 |
| 63 | 150.00 | Hire Charges for Road Roller | 2396.60 | LS | 359490.00 |
| 64 | 150.00 | Hire Charges for Vibrator | 34.24 | LS | 5136.00 |
| 65 | 150.00 | Hire Charges for Vibrator Road Roller | 41.08 | Hour | 6162.00 |
| 66 | 150.00 | Hire Charges of required piling Machineries | 534.95 | Hour | 80242.50 |
| 67 | 150.00 | Hire Charges of Surface Vibrator | 51.35 | Each | 7702.50 |
| 68 | 150.00 | Hydraulic Excavator 1 Cum bucket capacity @ 60 cum per hour | 718.97 | Each | 107845.50 |
| 69 | 150.00 | Tipper 10 tonne capacity | 1.37 | Tonne | 205.50 |
| 70 | 150.00 | Dozer 80 HP for spreading @ 200 cum per hour | 2054.23 | Hour | 308134.50 |
| 71 | 150.00 | Motor grader for grading @ 100 cum per hour | 1322.41 | Hour | 198361.50 |
| 72 | 150.00 | Vibratory roller 8-10 tonnes @ 100 cum per hour | 850.79 | Hour | 127618.50 |
| 73 | 150.00 | Hire Charges of drilling machine | 278.17 | Day | 41725.50 |
| 74 | 150.00 | Tractor with rotovator | 209.70 | Hour | 31455.00 |
| 75 | 150.00 | Bitumen emulsion pressure distributor | 513.55 | Day | 77032.50 |
| 76 | 150.00 | Excavator Pile Driving | 855.93 | Day | 128389.50 |
| 77 | 150.00 | Core Drill | 1125.55 | Rmt | 168832.50 |
| 78 | 150.00 | Impact Drill and Hand Socket | 513.55 | Day | 77032.50 |
| 79 | 150.00 | Wrench | 256.78 | Day | 38517.00 |
| 80 | 150.00 | Scissor Jack | 256.78 | Day | 38517.00 |
| 81 | 150.00 | Rail Cutting | 213.97 | Day | 32095.50 |
| 82 | 150.00 | Zinc Coating | 5135.59 | LS | 770338.50 |
| 83 | 150.00 | Diesel Generator | 6419.48 | Day | 962922.00 |
| 84 | 150.00 | Truck (Considering 1 Truck for 20 days @ Rs.5000 per day) | 4279.66 | Day | 641949.00 |
| 85 | 150.00 | Truck Trolley (Considering 1 Truck Trolley for 20 days (8 Hours per Day Rs.245 per Hour)) | 1677.63 | Day | 251644.50 |
| 86 | 150.00 | Design of the structure using specialised steel framing software | 4.28 | Kg | 642.00 |
| 87 | 150.00 | Pre-Heat Boiler | 85.59 | Hour | 12838.50 |
| 88 | 300.00 | Engaging Bandhan for all type of work as and when required daily as directed by Engineer in Charge. | 628.22 | Man Day | 188466.00 |
| 89 | 300.00 | Engaging Bhisti for all type of work as and when required daily as directed by Engineer in Charge. | 584.79 | Man Day | 175437.00 |

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| 90 | 300.00 | Engaging Blacksmith 1st Class for all type of work as and when required daily as directed by Engineer in Charge. | 767.60 | Man Day | 230280.00 |
| 91 | 300.00 | Engaging Blacksmith 2nd Class for all type of work as and when required daily as directed by Engineer in Charge. | 676.70 | Man Day | 203010.00 |
| 92 | 300.00 | Engaging Breaker for all type of work as and when required daily as directed by Engineer in Charge. | 657.51 | Man Day | 197253.00 |
| 93 | 450.00 | Engaging Bullock with Driver to Mortar Mill for all type of work as and when required daily as directed by Engineer in Charge. | 297.34 | Man Day | 133803.00 |
| 94 | 300.00 | Engaging Carpenter 2nd Class for all type of work as and when required daily as directed by Engineer in Charge. | 809.01 | Man Day | 242703.00 |
| 95 | 300.00 | Engaging Carpenter 2nd Class for all type of work as and when required daily as directed by Engineer in Charge. | 698.92 | Man Day | 209676.00 |
| 96 | 450.00 | Engaging Cowkidar for all type of work as and when required daily as directed by Engineer in Charge. | 544.39 | Man Day | 244975.50 |
| 97 | 300.00 | Engaging Compressor Operator for all type of work as and when required daily as directed by Engineer in Charge. | 767.60 | Man Day | 230280.00 |
| 98 | 300.00 | Engaging Crane Operator with Helper for all type of work as and when required daily as directed by Engineer in Charge. | 948.39 | Man Day | 284517.00 |
| 99 | 300.00 | Engaging Excavator for all type of work as and when required daily as directed by Engineer in Charge. | 641.35 | Man Day | 192405.00 |
| 100 | 200.00 | Engaging Extra labars sinking and chiselling for all type of work as and when required daily as directed by Engineer in Charge. | 2612.87 | Man Day | 522574.00 |
| 101 | 300.00 | Engaging Fitter for all type of work as and when required daily as directed by Engineer in Charge. | 711.04 | Man Day | 213312.00 |
| 102 | 300.00 | Engaging Glazier for all type of work as and when required daily as directed by Engineer in Charge. | 715.08 | Man Day | 214524.00 |
| 103 | 300.00 | Engaging Handcart with Mazdoor for all type of work as and when required daily as directed by Engineer in Charge. | 556.51 | Man Day | 166953.00 |
| 104 | 300.00 | Engaging Hole Driller for all type of work as and when required daily as directed by Engineer in Charge. | 590.85 | Man Day | 177255.00 |
| 105 | 250.00 | Engaging Mason 1st Class for all type of work as and when required daily as directed by Engineer in Charge. | 798.91 | Man Day | 199727.50 |
| 106 | 250.00 | Engaging Mason 2nd Class for all type of work as and when required daily as directed by Engineer in Charge. | 697.91 | Man Day | 174477.50 |
| 107 | 300.00 | Engaging Mate for all type of work as and when required daily as directed by Engineer in Charge. | 514.09 | Man Day | 154227.00 |
| 108 | 350.00 | Engaging Mazdoor (Female) for all type of work as and when required daily as directed by Engineer in Charge. | 484.80 | Man Day | 169680.00 |
| 109 | 250.00 | Engaging Mazdoor (Male) for all type of work as and when required daily as directed by Engineer in Charge. | 510.05 | Man Day | 127512.50 |
| 110 | 300.00 | Engaging Mistry for all type of work as and when required daily as directed by Engineer in Charge. | 773.66 | Man Day | 232098.00 |
| 111 | 250.00 | Engaging Painter for all type of work as and when required daily as directed by Engineer in Charge. | 711.04 | Man Day | 177760.00 |

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| 112 | 200.00 | EngagingPlumber(Fitter)foralltypeofworkasandwhen requireddailyasdirectedbyEngineerinCharge. | 736.29 | Man Day | 147258.00 |
| 113 | 250.00 | Engaging Plumber (Fitter) Assist forall typeofworkasand when requireddaily as directedby Engineer in Charge. | 598.93 | Man Day | 149732.50 |
| 114 | 200.00 | EngagingPolisherforalltypeofworkasandwhen requireddailyasdirectedbyEngineerinCharge. | 697.91 | Man Day | 139582.00 |
| 115 | 300.00 | EngagingSpraymenforalltypeofworkasandwhen requireddailyasdirectedbyEngineerinCharge. | 648.42 | Man Day | 194526.00 |
| 116 | 300.00 | EngagingSupervisionfor Machinery for all type of work as and when required daily as directed by Engineer in Charge. | 774.67 | Man Day | 232401.00 |
| 117 | 300.00 | Engaging Welder forall type ofworkas and when required dailyasdirectedbyEngineerinCharge. | 761.54 | Man Day | 228462.00 |
| 118 | 300.00 | Engaging White Washer for all type of work as and when requireddailyasdirectedbyEngineerinCharge. | 577.72 | Man Day | 173316.00 |
| 119 | 300.00 | EngagingWinch Operator for all type of work as and when requireddailyasdirectedbyEngineerinCharge. | 793.86 | Man Day | 238158.00 |
| 120 | 300.00 | EngagingLabourforApplyingTwocoatofPreventitive Coating on Steel per day (Painter) for all type of work as andwhenrequireddailyasdirectedbyEngineerin Charge. | 632.26 | Man Day | 189678.00 |
| 121 | 400.00 | Engaging Labour for Removing (Descaling) Rust&AppluigPmeCoatperday(SemiSkilled)foralltypeo f workasandwhenrequireddailyasdirectedbyEngineer inCharge. | 466.62 | Man Day | 186648.00 |
| 122 | 400.00 | EngagingSemiSkillHelperforalltypeofworkasand when requireddaily as directedby Engineer in Charge. | 501.97 | Man Day | 200788.00 |
| 123 | 450.00 | EngagingUnskelledLabourforalltypeofworkasand when requireddaily as directedby Engineer in Charge. | 491.87 | Man Day | 221341.50 |
| 124 | 400.00 | EngagingLabourCharges-MazdoorwithHandCartfor alltypeofworkasandwhen requireddailyas directedby EngineerinCharge. | 594.89 | Man Day | 237956.00 |
| 125 | 500.00 | EngagingHelperforalltypeofworkasandwhenrequired dailyasdirectedbyEngineerinCharge. | 456.52 | Man Day | 228260.00 |
| 126 | 500.00 | Engaging Labour Charges Beldar for all type of work as andwhenrequireddailyasdirectedbyEngineerin Charge. | 303.00 | Man Day | 151500.00 |
| 127 | 400.00 | EngagingLabour Charges -Choseler (Semi Skilled)for all typeofworkasandwhenrequireddailyasdirectedby EngineerinCharge. | 466.62 | Man Day | 186648.00 |
| 128 | 400.00 | EngagingApplicating Operator for alltype ofwork as and when requireddaily as directedby Engineer in Charge. | 757.50 | Man Day | 303000.00 |
| 129 | 2.00 | Clearing and grubbing road land including uprooting rank vegetation grass bushes, shrubs ,sapling and trees girth up to 300 mm removal of stumps of trees cut earlier and disposalofunserviceablematerials(C)Bymechanical meansinareaoflightjungle | 28455.09 | Hect | 56910.18 |

| | | | | | |
|-----|---------|--|---------|------|------------|
| 130 | 3065.00 | Boxcuttingtheroadtopproperslopeandcamberfor makingabaseforroadworkincludingremovingthe excavatedstuffand(Refillingsame)depositingonroadin layer wise, side slope as directed up to all lead etc. complete.including disposed thesurplus soil as andwhere directedwithallleadandliftwithoutanyextracostetc. comp. | 114.44 | Cum | 350758.60 |
| 131 | 1876.00 | Construction of granular Sub base (Grading -IV) by providing close graded material BTMC using metal 26.5 mmto9mm@64%,9.5mmto4.75mm@11%,& 4.75mm&below@25%incl.spreadinginuniformlayers withmotorgraderonpreparedsurface mixingbymixin place method with Front End Loader at OMC and compactingwithvibratoryrollertoachievethe desired densitycompleteasperMORTHspecification. | 1968.69 | Cum | 3693262.44 |
| 132 | 400.00 | Supplying and fixing reinforced concrete heavy duty non-pressurepipes with collars for culverts carrying heavy traffic as per IS 458-1991 specifications including setting thepipesinC.M. 1:2wateringandlaying(tolevelor slopes)ofclassNP3offollowinginternaldiameters.(iii) 600mmdia. | 1968.37 | Rmt | 787348.00 |
| 133 | 6500.00 | Providing&layingprimingcoatwithemulsionSS-1grade andsprayingemulsionwithspraysetfittedonmechanical bouzerusingemulsionattherateof7.5Kg./10Sqm.On WMMsurfaceincl.cleaningthesurfaceetc.complete. | 81.97 | Sqmt | 532805.00 |
| 134 | 299.00 | Providingandlaying20mmthickMixsealsurfacewith B.T. aggregate as per M.O.R.T.& H. gradaion and specificationwithasphaltofGradeVG-30 formixingat the rateof5.09%i.e.50.9Kg/M.T.byweightoftotalmixof asphalt & for tack coat at2.5 kg/10 sq.mt.including heating&mixingincontinuosbatchmixplanttransportingthem ix spreadingthe same by paver finisher andconsolidation by vibratoryrollerasperMORT&Hspecificationincluding costofallmaterialsfuel,labours,toolsandplantetcusing contractor'sownmachineries,hotmixplantandpaver finisheretc.complete. | 3742.08 | MT | 1118881.92 |

| | | | | | |
|-----|--------|--|---------|-----|-----------|
| 135 | 120.00 | Regulatory / Mandatory Sign :-Providing and fixing sign boardsmadeoutof2mmaluminiumsheet/4mmACP (Aluminum composite Panel); size 60 cms. Dia Circle as per design of IRC-67-2012. Pre treated with phosphating process & acidetching; coated with one coat of epoxy primer and two coats of best quality epoxy paint ; reflectorised with High Intensity Prismatic Grade retro reflectivesheetingofType-4as perASTMD-4956 and latest M.O.S.T.Specifications; 3.6mtr long stand post of Iron Angle 75 x 75 x 6mm / 65NBCircular MS Pipe as required andframefabricatedfromsuitablesizeiron angle of35x35x3mm;paintedwithbestqualityepoxycoatings in black and white bends. The details of symbol for each boardshallbeaspertheinstructionofengineerincharge. The fixingat siteshallbe in 1:2:4 CCblockofsize45x 45 x 60 Cms. for each leg including excavation, curing etc.completeunderthesupervisionofengineerincharge. A warrantyfor7 yearsfortheRetro reflective sheeting from original manufacturer & a certified copy of 3 year outdoor exposure test report from thirdparty test lab for theproductofferedshallbesubmittedbycontractor. (B)Class-BType-4RetroReflectivesheeting. | 3540.12 | Nos | 424814.40 |
| 136 | 60.00 | CautionaryWarningSign:-Providingandfixingsign boardsmadeoutof2mmaluminiumsheet/4mmACP (AluminumcompositePanel);size90x90x90cms. equilateral triangle as per design of IRC-67-2012. Pre treated with phosphating process & acid etching; coated with one coat of epoxy primerand two coats of best quality epoxy paint;reflectorisedwithHighIntensityPrismatic Grade retro reflectivesheeting of Type-4 as per ASTM D-4956 and latestM.O.S.T. Specifications; 3.6mtr longstand postofIronAngle75x75x6mm/65NBCircularMSPipe as required and frame fabricated from suitable size iron angleof35x35x3mm;paintedwithbestqualityepoxy coatings in black and white bends. The details of symbol for each board shall be as per the instruction of engineer incharge.Thefixingatsiteshallbein1:2:4CCblockof size 45 x 45 x 60 Cms. for each leg including excavation, curing etc.complete under the supervision of engineer in charge. A warranty for 7 years for the Retro reflective sheetingfromoriginalmanufacturer&acertifiedcopyof3 year outdoor exposure test reportfrom thirdpartytest lab fortheproductofferedshallbesubmittedbycontractor. (B)Class-BType-4RetroReflectivesheeting | 3906.18 | Nos | 234370.80 |

| | | | | | |
|-----|-------|--|---------|-----|-----------|
| 137 | 30.00 | Hazard Marker Sign:-Providing and fixing sign boards made out of 1.5mm aluminium sheet / 3mm ACP (Aluminum composite Panel); size 90x30cms. rectangular as per design of IRC-67-2012. Pre treated with phosphating process & acid etching; coated with one coat of epoxy primer and two coats of best quality epoxy paint ; reflectorised with High Intensity Prismatic Grade retro reflective sheeting of Type-4 as per ASTM D-4956 and latest M.O.S.T. Specifications; 1.8mtr long stand post of Iron Angle 75 x 75 x 6mm / 65NB Circular MS Pipe as required and frame fabricated from suitable size iron angle of 35x35x3mm; painted with best quality epoxy coatings in black and white bends. The details of symbol for each board shall be as per the instruction of engineer in charge. The fixing at site shall be in 1:2:4 CC block of size 45 x 45 x 60 Cms. for each leg including excavation, curing etc. complete under the supervision of engineer in charge. A warranty for 7 years for the Retro reflective sheeting from original manufacturer & a certified copy of 3 year outdoor exposure test report from third party test lab for the product offered shall be submitted by contractor. (B) Class-B Type-4 Retro Reflective sheeting | 3518.68 | Nos | 105560.40 |
| 138 | 30.00 | Diversion Ahead Sign :-Providing and fixing sign boards made out of 2mm aluminium sheet / 4mm ACP (Aluminum composite Panel); size 180x60cms. rectangular as per design of IRC-67-2012. Pre treated with phosphating process & acid etching; coated with one coat of epoxy primer and two coats of best quality epoxy paint ; reflectorised with High Intensity Prismatic Grade retro reflective sheeting of Type-4 as per ASTM D-4956 and latest M.O.S.T. Specifications ; 3.1 mtr long stand post (2 Nos.) of Iron Angle 50 x 50 x 5mm / 50NB Circular MS Pipe as required and frame fabricated from suitable size iron angle of 35x35x3mm; painted with best quality epoxy coatings in black and white bends. The details of symbol for each board shall be as per the instruction of engineer in charge. The fixing at site shall be in 1:2:4 CC block of size 45 x 45 x 60 Cms. for each leg including excavation, curing etc. complete under the supervision of engineer in charge. A warranty for 7 years for the Retro reflective sheeting from original manufacturer & a certified copy of 3 year outdoor exposure test report from third party test lab for the product offered shall be submitted by contractor. (B) Class-B Type-4 Retro Reflective sheeting | 9867.07 | Nos | 296012.10 |

| | | | | | |
|-----|--------|---|---------|-----|-----------|
| 139 | 120.00 | Chevron sign:-Providing and fixing sign boards made out of 1.5mm aluminium sheet/3mm ACP (Aluminum composite Panel); size 60x50cm rectangular as per design of IRC-67-2012. Pre treated with phosphating process & acid etching, coated with one coat of epoxy primer and two coats of best quality epoxy paint; reflectorised with High Intensity Prismatic Grade retro reflective sheeting of Type-4 as per ASTM D-4956 and latest M.O.S.T. Specifications; 3.3 mtr long stand post of Iron Angle 75 x 75 x 6mm / 65NB Circular MS Pipe as required and frame fabricated from suitable size iron angle of 35x35x3mm; painted with best quality epoxy coatings in black and white bends, the details of symbol or inscription / numerals for each board shall be as per the instruction of engineer in charge. The fixing at site shall be in 1:2:4 CC block of size 45x45x60 Cms. for each leg including excavation, curing etc. complete under the supervision of engineer in charge. A warranty for 7 years for the Retro reflective sheeting from original manufacturer & a certified copy of 3 year outdoor exposure test report from third party test lab for the product offered shall be submitted by contractor. (A) Class-B Type-4 Retro Reflective sheeting | 3711.75 | Nos | 445410.00 |
| 140 | 30.00 | Around the Island / Road Direction Sign (Big) :-Providing and fixing sign boards made out of 2mm aluminium sheet/ 4mm ACP (Aluminum composite Panel); size 180x60cms. as per design of IRC-67-2012. Pre treated with phosphating process & acid etching; coated with one coat of epoxy primer and two coats of best quality epoxy paint; reflectorised with High Intensity Prismatic Grade retro reflective sheeting of Type-4 as per ASTM D-4956 and latest M.O.S.T. Specifications; 3.3 mtr long stand post of Iron Angle 75x75x6mm/65NB Circular MS Pipe as required and frame fabricated from suitable size iron angle of 35x 35x 3mm; painted with best quality epoxy coatings in black and white bends. The details of symbol for each board shall be as per the instruction of engineer in charge. The fixing at site shall be in 1:2:4 CC block of size 45 x 45 x 60 Cms. for each leg including excavation, curing etc. complete under the supervision of engineer in charge. A warranty for 7 years for the Retro reflective sheeting from original manufacturer & a certified copy of 3 year outdoor exposure test report from third party test lab for the product offered shall be submitted by contractor. (B) Class-B Type-4 Retro Reflective sheeting | 9585.24 | Nos | 287557.20 |

| | | | | | |
|-----|--------|--|---------|------|-----------|
| 141 | 30.00 | Menatwork(Heavy)sign:-Providingandfixingsign boards madeout of 2mm aluminium sheet / 4mm ACP (Aluminum compositePanel); size 120cm x 90cm as per designofIRC-67-2012.Pretreatedwithphospheting process& acid etching; coated with onecoat of epoxy primerandtwocoatsofbestqualityepoxypaint ;reflectorised with High Intensity Prismatic Grade retroreflectivesheeting of Type-4 as per ASTM D-4956 and latestM.O.S.T.Specifications; 3.6 mtr long stand post (2 Nos.)ofIronAngle75 x75x6mm /65NBCircular MSPipe asrequiredandframefabricatedfromsuitablesizeron angleof50x50x5mm;paintedwithbestqualityepoxy coatingsinblackandwhitebends.thedetailsofsymbolor inscription/numeralsforeachboardshallbeasperthe instructionofengineerincharge.Thefixingatsiteshallbe in1:2:4 CCblockofsize45 x 45 x60Cms.foreach legincludingexcavation,curingetc.completeunderthe supervisionof engineer in charge. A warranty for 7 years fortheRetroreflectivesheetingfromoriginalmanufacturer &acertifiedcopyof3yearoutdoorexposuretestreport from third party test labfor the product offered shall be submittedbycontractor.(B)Class-BType-4Retro Reflectivesheeting | 9148.15 | Nos | 274444.50 |
| 142 | 300.00 | Cat Eye/Road Stud/RPM:SupplyingRaisedPavement Markers made of polycarbonate and ABS moulded body and reflective panels with Micro prismatic lens (No Glass bead lens) capable of providing total internal reflection of thelight enteringthelens faceandshallsupportaload of 13635kgs.testedinaccordance toASTMD4280TypeH andcomplyingtoSpecificationsofCategoryAofMORTH CircularNoRW/NH/33023/10-97DODt11.06.1997.The height,widthandlengthshallnotexceed20mm,130mm and130mmandwithminimumreflectiveareaof13Sqcm oneachsideandtheslopetothebaseshallbe35+/-5 degree. The body of the marker should having finger grip for easy and accurate placement and application with epoxy/bituminous Adhesive as recommended by the manufacturerofthemarker.Thecolorofthemarker shouldbeaspertheIRC35-2015andasdirectedby Engineer-in-charge. | 217.40 | Nos | 65220.00 |
| 143 | 345.00 | Road marking with hot applied thermoplastic palnts with reflectorisingglassbeadsonbituminsurfaceproviding andlaying ahot appliedthermoplasticcompound 2.5mm thick including reflectorising glass beads @ 250gms per sqm area, thickness of 2.5mm is excluding of surface appliedglassbedsasperIRC:35-2015.Thefinished surface to be level, uniform and free from streaks and holes. zebra patta /bump patta lane/center line/ edge line/cut patta. The white color marking should provide liminancecoefficientoncemendroadshallbemin130 mcd/m2/lux and Asphalt road shall be min 100 mcd/m2/lux duringtheservicelifeduringthedaytime.Themarking should meet the performance crlterla for night time reflectivity,wetreflectivityandskldresistanceas mentionedinthesection-15ofIRC35-2015.wartyforretro | 367.72 | Sqmt | 126863.40 |

| | | | | | |
|-----|---------|--|---------|------|------------|
| | | retlecinty shall be two years.Warranty for retro reflectivity shallbefortwoyear | | | |
| 144 | 1061.02 | Demolation and disposalof unserviceable materials with alllead&lift.(ii)Unreinforcedcementconcrete | 974.66 | Cum | 1034133.75 |
| 145 | 1131.00 | Excavationinlargebouldersandsoftrockbywelding includingshoring,struttinganddewateringasnecessary anddisposingoftheexcavatedstuffasdirected. | 750.68 | Cum | 849019.08 |
| 146 | 173.00 | Providingandfillinginfoundationwithordinarycement concreteM- 100 mix andproviding necessary vertical pin headersincludingformwork,vibrating,rammingand curingcomplete. | 3378.92 | Cum | 584553.16 |
| 147 | 36.00 | Providing and fixing mild steel dowel bars of minimum 32mmdia.foranchoringbydrillingholesin foundation strata including necessary bending,hooking of dowel bars andgroutingtheholescompleteasperdetailedrawing andas directed. | 450.07 | Rmt | 16202.52 |
| 148 | 2175.00 | Providingandcastingin-situordinarycementconcrete M- 200 mix and providingnecessary pin headers includingshuttering,scaffoldinglayingvibrating,curing andfinishingcompletewithoutV-grooves. | 4325.03 | Cum | 9406940.25 |
| 149 | 50.00 | Providing and casting in situcontrolled cement concrete M-250forRCCworkinpiercaps/Abutmentcaps&Dirt wallincludingordinarycementconcre-teM-250bedblock orpedestalofrequiredsizebelowbearingsasper detailed drawings centering, shuttering, scaffolding wherevernecessarylaying,vibrating,curingandfinishing complete. | 5452.76 | Cum | 272638.00 |
| 150 | 195.57 | Providingandcastinginsitucontrolleccementconcrete M- 300for R.C.C. solid slab including centering, scaffolding,curingandfinishingcomplete. | 5652.12 | Cum | 1105385.11 |
| 151 | 26.09 | Providingandcastinginsitucontrolleccementconcrete M-300forRCCCrashBarriar includingcuringandfinishing complete. | 5014.16 | Cum | 130819.43 |
| 152 | 253.00 | Providingandfillinginfoundationwithordinarycement concreteM- 150 mix andproviding necessary vertical pin headersincludingformwork,vibrating,rammingand curingcomplete. | 3748.97 | Cum | 948489.41 |
| 153 | 68.99 | Providingandcastinginsitucontrolleccementconcrete M- 300foraverage75mm.thickWearingcoatlaidas directedincludingtamping,vibrating,finishing,curing,and fillinginjointswithbitumencomplete. | 5604.25 | Cum | 386637.21 |
| 154 | 58.32 | Providingandcastingin-situcontrolleccementconcrete M- 300forapproachslab. | 5462.41 | Cum | 318567.75 |
| 155 | 36.00 | Providingandfixinginpositionmildsteel32mmdowel bars in pier capsfor anchorage in fix end as per detailed drawingincludingcutting ,bending&weldingcomplete. | 341.29 | Nos | 12286.44 |
| 156 | 36.00 | Providingandfixinginpositionmildsteel32mmdowel barsin piercapsforanchorageinfreeendasper detailed drawingincludingcutting ,bending&weldingcomplete. | 399.70 | Nos | 14389.20 |
| 157 | 35.00 | Providing12mmthickpre-mouldedasphaltfillerjointsas perdrawing. | 703.53 | Sqmt | 24623.55 |

| | | | | | |
|-----|--------|--|--------|------|---------------------|
| 158 | 140.00 | Providing and fixing tarpaper bearing, shall be provided between abutment/pier cap and RCC slab | 111.10 | Sqmt | 15554.00 |
| 159 | 30.00 | Providing flood gauge marks on substructure as per design including painting complete. | 174.98 | Rmt | 5249.40 |
| 160 | 356.00 | Wall painting (three coats) with Plastic emulsion paint of approved brands like Apex or equivalent and manufacture on undecorated wall surfaces to give an even shade including thoroughly brushing the surface free from mortar droppings and other foreign matter and sand papered smooth. (Black & White Strip) | 132.00 | Sqmt | 46992.00 |
| | | | | | 161207909.46 |

(Rs. SIXTEEN CRORE TWELVE LACS SEVENTY FIVE THOUSAND NINE HUNDRED NINE AND PAISE FORTY SIX ONLY)

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

Estimated amount put to tender

Estimated amount put to tender

Deduct% below

Add% Above

Net

Net

In words

In words

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

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

(A) Total Tendered Amount

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

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

#

| | |
|---|---|
| 1 | The Contractor shall exhibit a board with detailed specification and detail of work as directed by the Engineer-In-Charge for which no extra payment shall be made. |
| 2 | The labour cess will be deducted as per prevailing rules i.e. 1% of the work done. |
| 3 | GST and Income tax TDS will be deducted as source while making payments of bills |
| 4 | In all R.C.C. Items in Rate Analysis Standard Cement Consumption has been taken as per Govt.G.R.:PRC-10/2017 Cement Consumption/16/C, Date: 11/05/2017 as stated in S.O.R. therefore in R.C.C. items where there is a change as per actual mix design the cost of difference of cement consumption have been deducted from the rate of original item at the rate of input rate mentioned in all the tender. |
| 5 | GST Will be Paid Extra as Per Government Amendment. |

SECTION-8
SECURITIESANDOTHERFORMS

BID SECURITY (BANK GUARANTEE)

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

KNOW ALL PEOPLE by these presents that We-----
(name of Bank) of----- (name of country) having our
registered office at----- (hereinafter called
"the bank") are bound unto----- (name of Employer)
(hereinafter called "The Employer") in the sum of-----*
for which payment well and truly to be made to the said Employer the Bank itself, his successors and
assigns by these presents.

SEALED with the Common Seal of the said Bank this----- day of ----- 20

THE CONDITIONS of these obligations are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity
specified in the Form of Bid;

Or

(2) If the Bidder has been notified of the acceptance of his bid by the Employer during the
period of Bid Validity:

A Fails or refuses to execute the Form of Agreement in accordance with the
Instructions to Bidders, if required; or

B. Fails or refuses to furnish the Performance Security, in accordance with the Instructions to
Bidders; or

C. does not accept the correction of the Bid Price pursuant to Clause 27 (Correction of Errors)

We undertake to pay to the Employer up to the above amount upon receipt of his
first written demand, without the employer having to substantiate his demand,
provided that in his demand the Employer will not state that the amount claimed by him is
due to him owing to the occurrence of one or any of the three conditions, specifying the
occurred conditions or conditions.

ThisGuaranteewillremaininforceuptoandincludingthedata-----**
days after the deadline for submission of Bids as such the deadline is stated in the
Instructions to Bidders or as it may be extended by the Employer, notice of which
extension (s) to the Bank is hereby waived. Any demand in respect of this guarantee
should reach the Bank not later than the above date

DATE-----SIGNATURE-----

WITNESS-----SEAL-----

(Signature,nameandaddress)

*The Bidder should insert the amount of the guarantee in words and figures
denominated in Indian Rupees. This figure should be the same as shown in Clause
16.1(Bid Security) of the Instructions to Bidders.

****45 days** afterthe**endofthevalidity period**of theBid.Date shouldbe inserted by
the Employer before the Bidding documents are issued.

PERFORMANCE SECURITY

TO,

----- (Name of Employer)
----- (Address of Employer)

WHEREAS ----- (name and address of contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contracts No. ----- dates ----- to execute -----
- ----- (name of Contract and brief description of Works) (hereinafter called "The Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sums specified therein as security for compliance with his obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of -----
(amount of guarantee)* ----- (in words), such sum being payable in types and proportions of currencies in which the Contract prices is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limit of -----
(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting is with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to of the Works to be performed thereunder or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such charge, addition or modifications.

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

Signature and Seal of the guarantor -----

Name of Bank -----

Address -----

Date -----

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

ADDITIONAL PERFORMANCE SECURITY

[Clause 34.1.(A)]

TO,

----- (Name of Employer)
----- (Address of Employer)

WHEREAS ----- (Name and address of
contractor) (hereafter called "The Contractor") has undertaken, in pursuance of Contracts No.
----- dates ----- to execute -----
----- (Name of Contract and brief description of Works) (hereinafter called "The Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sums specified therein as security for compliance with his obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of -----
(amount of guarantee) ----- (in words), such sum being payable in
types and proportions of currencies in which the Contract prices is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limit of -----
(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting is with the demand

We further agree that no change or addition to or other modification of the terms of the Contract to of the Works to be performed thereunder or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such charge, addition or modifications.

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

Signature and Seal of the guarantor -----

Name of Bank -----

Address -----

Date -----

BANK GUARANTEE FOR ADVANCE PAYMENT

TO,

----- (Name of Employer)

----- (Address of Employer)

----- (Name of Contractor)

Gentlemen:

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

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

We further agree that no change or addition to or other modifications of the terms of the Contractor or Work to be performed thereunder or of any of the Contract documents which may be made between ----- (name of Employer) and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modifications.

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

YOUR STRULY

Signature and Seal _____ Name
of Bank/ Financial Institution _____
_____ Address _____
Date _____

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

Letter of Acceptance

(Letterhead paper of the Employer)

To, _____ (date)

(Name and address of the Contractor)

Dear Sirs,

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

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

Yours Faithfully

Authorized Signature Name
and title of Signatory Name of
Employer

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

Issue of Notice to proceed with the work

(Letterhead of the Employer)

- ----- (date)

To,

_____(Name and address of the Contractor)

Dear Sirs,

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

_____ at a bid Price of Rs.

_____.

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

Yours faithfully

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

AGREEMENT FORM

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

Whereas the Employer is desirous that the Contractor execute

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

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

- i) letter of Acceptance
- ii) Notice to proceed with the works:
- iii) Contractor's Bid

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

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

The Common seal of _____
 Was hereunto affixed in the presence of:

Signed, sealed and Delivered by the said _____

In the presence of

Binding signature of Employer _____

Binding Signature of Contractor _____

UNDERTAKING (For Investment)

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

(Signed by an Authorized officer of the firm)

Title of officer

Name of firm

DATE

UNDERTAKING
(For Validity)

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

(Signed by an Authorized officer of the firm)

Title of officer

Name of firm

DATE

SECTION-9
DRAWINGS

SECTION-10
DOCUMENTSTOBEFURNISHEDBYBIDDER

DOCUMENTS TO BE FURNISHED BY BIDDER

- A. Registration of "AA" class Spe. Category Bridge-I
- B. Latest Bank Solvency (Minimum 20% of Amount Put to Tender)
- C. Tender Fee in form of D.D. EMD in form of FDR
- D. Exemption Certificate if any
- E. Bidders are required to attach the copy of registration certificate of GST.
- F. Current Paver Plant Inspection Certificate

Deputy Executive Engineer
Road & Building Sub Division
PORBANDAR

Executive Engineer
Road & Building Division
PORBANDAR

Name of Work:-Emergency Road Work on Various Roads Under Porbandar (R & B) Division (Construction of New Cross Drainage Work, Repairing of Cross Drainage , Structure Work, Labour & Machinery Work, Construction of New Bridge Work & Other Misc. Work)

SPECIALCONDITION-II

- (e) u, i/Lt. 't. JSLGFSF rTfStCGtn: YnTrFSnJFGFCiJFYtuFs' nGFLr«Lr»FLFCnduFGCHFnCFn uTfGi
Sì•SstrteFt«r, is H' - T' nH<, FrFnFuJFGi nCX. Hì CHFnCFn u•u nH<, FrFr, sTLct, SnXTi T' Lr LFC
SFrrLXGct.
- (n) uFu|SFnGtTFStCSnJFGtYtTSF«tntSuFnSnJFGtYXT' LFLTnGn'JTGYt. T'³uFG', TFuFs' nunGFn
uFnTfFnFJTfu•uS|rGFCHFCFnGGu, -
eS|rGFCHFCFnGFuJLTYFuTJFuFSFrFrFs'•us' nun, CiuTJFLeFrCHFCFnGtuFCt
uduG, SnJFSfuuf, SCHGnet LeFrnCX'.
- (C) uFuSFnGFSFrFrFsCHFCFnGLSXG, s' nSFru'sJSuì' nFuJFrFuFcuYtazS, fSgtLr rruFCFrFSFr«tnt
X~SnJFGt nCXuGLr rruFCFr SFru|6' G SnTi T'G, s' n nC
SnJFGnCUGTG' uFuJFrFuJ, LSXG, sG' nnSrGrFCnGSe%, uGCTe0% uG<stJL, fTSnJFrFuJX.
(a) uFu|SFnGFS' rFrSuFLHì«Fr, Ss, tLr rruFCFrFs uGSs, SFruFuJFGnCX T' uJnGn'JTGCiu
s' rFrCHFCFn, iLuìOu nOsS, CrSntXSXGct.
- (u) HuFn, -eS|rGFCHFCFnGJSuì' nFuJFrFuJ uGCHFCFn uTfGtuFLGFu•uSFrgFuFn6G³uFG'
, C uF s' nT«TLr rruFCFrFSFr«tnt Snt XSTGr Ciu Ti SFuuf, SCHGnetGuduG, Yu, CHFCFn
uStH' CHFCFn Lr rruFCFrFSFr u|6'SnJF LeFr H6Fu TJFu•u SrGrFuduG, CHFCFnGu, -
eS|rGFCHFCFnGF s' nGFuJFSFrFuJFLFtSFuuf, SCHGnetGtLTF nCX'.
- (z) LCns' nGtLr rruFCFnFLGtnCX.
- (e) LCnSFrgFs' nJuLSXG, JSuì' nFuJFrFuJXcuFn'SFrGi uSFn, SFrgtu«cuTF, Lr rruFCFr«nLFLT
iGt Lu|6' LTF nJuF«Gt nCX'.
- (z) uFSFuJFCth' uYtSF rSnJFGFCTLnSnJFrFuJ, CìCH~ntu, i/Lt. 't. JSLGFSFrCHFCFn uCFH'eu Yt no
nJJLFrFu|6' Snt XSFu Ts, tnSrGt rruFCFrFuFuJFrFuJX.
- («) SFrgFs' nGtuFCsrFrHeYFrFJtFnì/LsF' iYJFGtLuJGFnCX. H' CHFCFn uGtGSTFnCX uGtFrFs'
CHFCFn uGtGSTFnCX uGtFrFs'
CHFCFn uGtGSTFnCX uGtFrFs'
CHFCFn uGtGSTFnCX uGtFrFs'
- (eo) LSXG, JSuì' nGtSF«tntFLSXG, s' nnSrGrFn. u % , uLtSuntst'tuihts nGt«Lt, rYtSuFT
SnJFrFuJX uGs' nGFnGu rG LFnestSnJFrFuJX.

Name of Work:-Emergency Road Work on Various Roads Under Porbandar (R & B) Division (Construction of New Cross Drainage Work, Repairing of Cross Drainage , Structure Work, Labour & Machinery Work, Construction of New Bridge Work & Other Misc. Work)

LfXu, fFuutLuuuuF'CF

➤ :zfun]ttHuFFuFz'utLuuuuF'CF

- | | |
|---|----------|
| • ~F.nu.oo, fuL, ttutnFuF fFuFz' | - e.uuFL |
| • ~F.nu.ooYtuo.oo, fuL, ttutnFuFfFuFz' | - n.ouFL |
| • ~F.uo.oo, fuYte.ooFnìOL, ttutnFuFfFuFz' | - n.uuFL |
| • ~F.e.ooYtn.ooFnìOL, ttutnFuFfFuFz' | - C.ouFL |
| • ~F.n.ooYtC.ooFnìOL, ttutnFuFfFuFz' | - C.uuFL |
| • ~F.C.ooYtu.ooFnìOL, ttutnFuFfFu uFz' | - a.ouFL |

**LChLuuuuFCFuFFu«tntutu«cuTFuu'u<fFnuHtctFni]LzF0iEncFFuuf, f. HunrtLeFu
nC'X.**

Modification in Detect Liability
Clause 17 A of Tenders for
Building works

Government of Gujarat
Roads & Buildings Department
Circular No PRCH-102013-1036/2759/N Sachivalaya,
Gandhinagar
Date:-27-05-2013

Ref:-Circular No PRCH-102008-(2076)-NDt. 3-12-2009

R&B Department had issued a circular as referred above where in following provision has been made for building works.

The Defects Liability period shall be as under for original building works.

Three years of elapse of three monsoon periods following date of possession of building taken over by user agency of four years of elapse of four monsoon periods following the certified date of completion, whichever is earlier.

After due considerations on the representations received at various levels from the Gujarat contractor Associations the above clause is now modified as under.

The defects Liability period shall be as under for original building works:

“ One year or elapse of one monsoon period from the certified date of completion whichever is greater “

The other conditions in the above said circular will remain as it is.

(R.K. Chauhan)

Officer on Special Duty (S.P)

Road & Buildings Department

s'ר'Fun, uLFrF•u9uFuFJFGF
 un u'TF טטun nGun6nFuJF TYF SFrGt
 GF6FStuu«nTLFYLרLרfnCT`רfsH~nt
 HF«JFC SnJF LFLT

«HnFTLnSFn
 רF«'uGrSFG nJuF«
 unnun S|רFSunu-eonooz- (ze)-Lt TF.OC-
 ou-noeC

c'uf6',ttunt+£u'£funu-eonooC-(ze)-LtTF.ne-ee-nooC
uFu,u:-

s'ר'FCHfnCfnetuF&FnF unFTFlmbalanceruFJFJLF s'nGfnS:LFuFrFCHfnCfnetuF&FnF
 9uFuFJGtuFCsrFGtSFr«tntSuF'LFcGtuFuFJGtuFCsrFGtSFr«tntGSnJFrFuJtJtunnn:eTtun
 nGun6nFuJF רFsTF.ne-ee-nooz GF` untun H~nt HF«JFCLFYLCFn uf'JFrFuJ,uF unnun
 u«'nJnJt:TnFuYu,nFH,uFTFG³uFG,TfuGT'GFunutTnJuFn6FGFuTufunnunGFLtHFOSnFGte<,t
 ,tst"uFntTJtYC<'nfu,nSrSFrLTFeFSFnSntTu6Yu0fCG,Lt,רH,nSnTtJuTcuFHuFn6J«n
 estSnJFrFuJX"TGtHuufuGtuHrHLGF LtFnFSnJFrFuJe.

LtFnF.:—

"uFntTJtYC<'nfu,nSrLuLftFn6GtuFuFJun,CFuTJtuFCsrGtGF6FStuu«nTGFrF6Ln
 nGt«Lt,רYtestSnJFGt nCX'.HnS:LFrFuLftFn6 GtuF uFJ un,SFCu6uFCsr G
 CFuTJFnS:LFrFuLftFn6uFJFun,uFCsrGtLFrJtYC<'nfu,nSrLFStnC'TtSFr«tntYFu T`GF
 urF6LnnGt«Lt,רYtest SnJFGt nCX"

JרJFuF6,t,unnunGF9Cfn6rFCXFJ,S|רFS-znCSnJFrFuJe.
 9unFSTL LtFnFGFu,uFunnunGtTFntuuetרHnYTF't.st.ut.רFuSu6SnJFGFnCX.

(uFn.S.uFCF6)

uFL OnH untSFnt
 (nJ.uf)רF«'uGrSFGnJ
 uF«

unOF7•LLF'•TYFHF7tGuGF7T7u's'LS
«h'•st7LJJ'LFLT.

«HnfTLnSFn
 7F«|uG7SFGnJuF«
 S|7FS:- stuGLt-eo-noeC-(uF«-e)-L
 LiuJf,u«FttG«n
 TF.e«-ee-noeC

c'uF6',ttfuNnu+ £<uF'£ztuuLt-eone]uf.-tt](eo)(ee)]LTF.Ce-C-
eηηηufu u:-

J'uF6',it,untunHLCF,fer,us'TYtJtnSrgtSFrfFCHFnCFnetuFLYtunOfr•L
LF',JfGtHF«JfCe'unTCJrFsFuF«GFSFrfFeu,uytJtnSrgtGFCFue'uGuF,rfTGFSFrfFu6CJeu
,uytJtnSrgtGFCFue.uFLfLTSF•sFSsL'uLFLtuXGTnOYtu6unOfr•LLf'rfSfSrgtnSrgt
ruFCFJtFnJfFfSgtnHufTsnJfFfuJ,e.uFYtJctJstLnLTFuGuGS|LTFHJFuTCTLnunOfr•LLf'
'rfSfSrgtnSrgtFO'nOfnSnJfGLnSFnetGtnJuFn6FC9LCT'

uNnu+,:-

utTnJuFn6FGuTGSStYu,e.CJ~F.eu,luSTYtJtnSrgGLC,~F.Co,luSTYtJtnSrgFLnSFnt
SFrrF CHFnCFnetuFLYtunOFr•LLf',JiGinCX.

uFunnunnJuF«GtLnuFS|rFSGt0C,unGtGFtunGF6FnJuF«GtTF.nn-«-
eCGFnFHYtrL,LTrTtYtLCFnuf'JrFuJJe'.

«HnFTGFnFHuuF,etGFCS7YtuGT7GFGF7.

(uFn.S.uFCF6)
uFL OnH untSFnt
(nJ.uF)רF«'uGרSFG
nJuF«

LftSf7GFsf•s:fSsnufLYt
 LtSuntst'tufhtsn:JSFnJFGtu|Yf7FuXT0`n
 OFnSnJFLFLT.

«HnFTLnSFn
 7F«uG7SFGnJuF«
 9nFJS7FStuGLt-eo-noeC-C(uF«-n)-Lt
 LnuJf, u«FttG«n
 TF.no-ee-noeC

c'uF6',tt'9nFc£uF£ztuuLt-eoCC]u. tt]eC](eC)]LTF.Ce-C-ennaufu,u:-

SF•s:fSsnFG'ufuJ7FuJTF SF7F7FLtSuntst'tufhtsu«GtCj, Gtu³tnTu7F6u«7r7sL7uu%
 unOF77LL7'LS«nst:J~un.u% LtSuntst'tufhtsG7CFL7'uyJF uG.uL.uL:J~u,J7FuJ,e.T7Hn.u% n7r
 CHFnCFnetGF ntGt«Lt,7F7YtSuFT :J~uJL,SnJ7FuJJeSF•s:fSsL'uLFLtuXG&FnF
 GF6FStuTn,T7nCT7Fsn.u%,uSFuJ7FuJTTLtSuntst'tufhtsGtn7rLS«nstL7restSnJFGtnHuFTSnJ7FuJ
 uJ,CTtH'LFLT.nJuFn6F C9LCTt.

9nFc:-

utTnJuFn6FuTLnSFntSF7FGFSF•s:fSsn7FsLtSuFntst'tufhtsn:JSFnJFGtCj, GtuYf7FuGtu7HLGF`OnOFnSnJ7FuJJe

- e. Cf,7FuY7TLSS,J7FuJTTn.u%LtSuFntstGtn7rH'7rCFL7' / uG.uL.uL :J~uF
 ,J7GtHf«JFCeT`CJG7CFL7' / uG.uL.uL7rHXt'7u'LSGtu0.'t.uFn.:J~uu6,CXSFx.
- n. nGt«Lt,7F7YtSuFT YTT n.u% LtSuntst'tufhtsGtn7r CHFnCFnet &FnF
 Xi'7u'LSGtLS«nstnHSuYtGtuH6FcuF 7rHLnt,th SnJFGtnCX.

| 7r | GF6FStuu«nT | nGt«Lt,7F7Ytn.u%,uLtSuntst'tufhtsu'sSFuJ7FuJ uJ,n7r7FYtestSnJFuFnn7r | LS«nstGtn7r |
|----|---------------------|--|-----------------------------|
| e | s'7nGt n7rGF nu% | nGt«Lt,7F7YtSFuJ7FuJ,n7ruYJFS7FuGtuCFHtT n7rTGfo.znu%L7FYtH'uFetn7rCFuT | nt,thSnJ7FuJ uJ, n7rHs,t |
| n | s'7nGt n7rGF uo% | nGt«Lt,7F7YtSFuJ7FuJ,n7ruYJFS7FuGtuCFHtT n7rTGfe.nu%L7FYtH'uFetn7rCFuT | nt,thSnJ7FuJ uJ, n7rHs,t |
| C | s'7nGt n7rGF eu% | nGt«Lt,7F7YtSFuJ7FuJ,n7ruYJFS7FuGtuCFHtT n7rTGfe.zz%L7FYtH'uFetn7rCFuT | nt,thSnJ7FuJ uJ, n7rHs,t |

9unFSTLS«nstG7rCTSF7u6'YJFGt ununTFntuYt e (z) 7rFL JtL7uGt ,J7GtnCXTYF CHFCFnet
 uFLYtLFCtntun7rJJ7GFnCX.S,HFSF7u6'SnJFGtL7ru7rCF7J7F7FYXTFJth,L7ru7rCFGtTFntu z 7rFL
 JtL7ru7rCFJFLt LS«nstTuFet&FnF untuf'J7FuJ7rJX.

SF7u6 YFu cuFLttCHFnCFnet uFLYt,J7GtYTT eo% LtSuFntst'tufhtsG'7u7F6SFcu6
 :J~uHLJFCnCTGtuSSFLHtnFuJFGtnCX.

uF 9nFJ nJuF«Gt LnuF S7F7SFGt7C,unGt GF7tun GF6FnJuF«Gt TF.a-eo-eC GF
 nFHY7rL,L7TtYtLCFn uF'J7FuJJe.
 «HnFTGF7nHuuf,etG7CS7YtuG7rGFG7r.

(uFn.S.uFCF6)
 uFL OnH untSFnt
 (nJ.uF)7F«uG7SFGnJu
 F«

נ:TF,א, F TYF אEFuF`uFtFtFfuut Nc«TF`TYF
:uXtOtEXuא«uFfFuF:YLuntF0uFcfFtT.

«HnFTLnSFn
HFCnLftSfarnJuF«
unnunS|רFSLt'tHt/Cnee/(ezue)L
LnאF,א,«FttG«n.
TF.nz/a/e«ez

אנחא:-

HFCnLftSfarnJuF«רFnOTYTFn:TF, א,FTYFרSFGFGFLftSfarnJ«TF TYF:uXtOtSXGGרFnCTt
HFCnHGTFGH`T`SFרGF:YL 9un uF ררררLt XSTYtHFCn HGTF T`א«uFuאLuGFSnt XS.T`ררררSfR LFCs 9un
LnLuFeFFרFLF'רSJא«GtLFLT LnSFnetGt nJuFn6רFCTt. LnSfnuF א«uFuאnJuFn6F Snt 9nJ,eS`uF
nJuF«TnOYtSnJרFuJTFn:TF,א,FTYFרSFGFGFSfRרררSgtGtuH6FcuFרHLGtnJ«TFCXFJTF'LF'SFרGF
:YL9unHFC`nHGTFGtHF6רררSJF:-

HFC`nNc7N%T

uFנ:TFG/א,GRSFGGSfR«HnfTnFHuGFHFCnLftSfarnJuF«
C9LGF.....nJuF«C9L אסFnJuF«
C:TSuF,e.

- uFSFרGFLFר•א:uXtOtSXGGtuארר6e.
- e. נ:TFא«GF:uXtOtSXG:-
אFJnLFChרr,G,.....L.רr.CXFu, HF'FYn.....
- n. רr, L.רr.CLfu, HF'FYn.
- C. ustGGFר L.רr.GunJרFuJe.

(n) א,GSFר:-

- e. א,GF.....«FLFCn`S.....רtsn, LFCGF
- n. utunSuG,SFSts e:n:aGFuרר6רF.
- C. : ,LGS|FS|t's e:n:aCFC«'S'Jt,tstS'sF,eu'S'nooאאאא.
- a. א,GiuFuFGFS|FS|t'se:C:zGFuרר6רFYא,אGuLרrS'GS|FS|t'sGe:C:zGFuרר6רF.

(C) րՏԳԳ:—

e. uFuFGSFS|tsucYnGe:C:zG,

n. CsFG,u6TnGeuGzGuրի6

C. uFuTLtue:n:CG,uGFGSFS|tsSe:a:eLրիsGFS|FS|ts9uneCuLFChGրFhSsFC<L.

a. LFntLFn6FLF«t,իՏ'իԳԳ.

u. uFn.Lt.Lt.SFրe:n:aՏ`euՕՐԱՐ.S.nոոոՐԱՐ.G,.....

uFSFրGտJ«T:uXtOtSXGGFuLCHGnet uՏFnJuF«GtSuntuՒuF0tLGF
ԼրսCnduFGSFCu6ԼրսHFCXSFX.

TFրFnCTրիՏTտտՏFntGFLuSLիտJԳ.

uF SFրGտրի,ՏիHFCn HGTFGt eՒuGSFրրFHFԸeFnT Տ` utGunրTTF H6Fu TF` T`

LFԼԼրիHFCnԼիՏFրնJuF«GFunteFSCHGnet.....H'GtSunt YԼeԼրG³uFGSnJF
նJGTte.

ԷFuսF,Է. HunuF«
՝ լոննԷFu NcuF«
սսCFcFC

n:TF,u,F TYF u£FuF`uFtFt£Fuut Nc«TF`TYF
:uXtOt£Xu«u£FuF:YLuntF0u£cFtT.

«HnFTLnSFn
רF«uGרSFGnJuF«
9nFJ
SרFSstuGLt/eo«n/ne/LLnuJf
u,«fttG«n.
TF.ez/ee/e««e

LCu:LnSFnetGtLnuFSרFSGtTF.no/en/«oGF`9nFJ.

uרu:n:TF,u,F TYF רSFGFGLftSfגtnJ«TFTYF :uXtOtSXGu«GF SFגF :YL un LF'רSJFu«Gt LFLTLnSFnetGt
nJuFn6F C9LCTt.

9nFc:—

utTnJuFn6FGuTuFYt9nfJJרFuFJeS,n:TF,u,FרSFGFJSuF'ר?uFuet TTHSFגF:YLSnJFGF
SFגF:uXtOtSXGu«G'LF'Sf•sfSsnuFTFGFu«רSJfGinCX.

9unfST XnT s'ngFuF« TntS «6JFGtnCXuGs'ררFTGFLרJXSnJFGFnCX.uF

C,רFGFu, C,רFnJFGF YuFGF TFntuYt SnJFGFnCX.

uF C,רFuF nJuF«GF LnuF SרFSGt0C,un GF6FL,fCSinetGtTF.ee/«/«e GF רL,LRTYtLCFn
uF'JרFuJ,e'.uFC,רFרF«uGרSFG nJuF«GF LtF H SFרFG,f«u'X.

«HnFTGFnfHuuf,etGiCSרYtuGTגFGFר,

(u.H'.CFXt)uFu
t LNuc
uF«'u«u£FuNcuF«

n:TFu,FTYFu£FuF`тFт£FuutNc«TF`TYF:uXtOtEXu«'u££FuF:YLunтF0'u£cтFтT.

«HnFTLnSFn
рF«'uGрSFGnJuF«
9nFJS|рFSStuGLt/eo«o/na/L
LnuJF,u,«ттG«n.
TF.ne/ee/e««o

LCu':HF.LF.nJ.Gfunnun S|рFSLt'tHt/Cnee/(ezu)G,TF.nz/a/ez

9nFc:—

n:TF,u,FTYFрSFGFGFLтSрGтJ«TFYF:uXtOtSXGu«GFSFрGF:YL9un
LF'рSJFu«GtLCuрFCXрJ,unnunYtH~ntLuGFuFuFuJрFuJ,e.uFJFSFрGтnJ«TCXрJTFLF'рSJFu«'GF
uunJuF«TnOYt SnJрFuрJTFCTF.SFрu6YuFLFC uFJF LF'LtGH~nt u't nCTFCTF.uFJFuunGJFнJFGt LFLT
LnSFnetGt nJuFn6ррFCTt. uGnJuFn6Fu«uFYt 9nрJJрFuJe' S'HuFnн:TF / u,/ рSFGG,рF CFY тнJFGGSSt
SnJрFuрJcuFn` uFJLF'рF nFuGFn 9'S`CFn` TрGfuuррSJFG,nCX.SFрuи,SnJFGрCSрuFuрFuрJTD'uC,иF
LFLTGt H~nt LрTLtTCHFnCFn uFLYt,иuTррLJт,J.J.TрHSF•s:FSS³JFnF
uFJLF'рSJрFuрJTD'«uTtSFLHt nFuJt.

uFC,рFuFnJuF«GtLnuFS|рFSGt0rC,9unGF6FStuL,рCSfnetGtTF.eu/n/«eGtGF`тYтL,LрT
YtLCFn uF'JрFuрJ,e'.

«HnFTGFнHuuи,etGFCSрYtuGTрGFрF,

(u. n.
uF£Lt)uFLOнHunuFu
Nt£Fnt
uF«'uu'u£FuNcuF«

SrFS:uu-eo«C-uui-uC-(ao)-L,

«HnFTLnSFn
ר«גSFGnJuF«,LnuJf,u,«ftt
G«nTF.ez-z-nooe

unt,
unteFS CHGnet,ר«גSFG
JTLG.e,טרCFJFCunteFS CHGnet,ר«גSFG
JTLG.n,טרCFJFCunteFSCHGnet,ר«גSFGJ
TL,J'nf
unteFSCHGnet,ר«גSFGJTL,LnT
unteFSCHGnet,ר«גSFGJTLG.e,nFHSisunt
eFSCHGnet,ר«גSFGJTLG.n,nFHSis
unteFS CHGnet,uFsG«nuHGF JTL,«fttG«n

nJeFu :- n:TFGF 'FrnGF SFr'FrnGi uFJ ntOFCGntGi
C:un'suCFHFr,LLFLT.LCu:- LnSFnetGi TF.ee-«-«C Gi un S|רFS: unu-
eo«C- eoC-L,

9unISTnJeFuFuGLtFuFnFGLnH6FJJFGS',LCnTunYtuFLnFrTGFSFr'FrnGFuFJuL.uu.in.G'
LC,C:un's,CGHuCFHILGFJJFLuGFuFuJFrFuJ,CTt.uGT'rHLGSXFrCFHFrFC:un's,JFrFuJ,CTi,cuFn'FrnuFTFTnOYt Xt'u,-
uFrCFHFrCnGuuFr'JFrFuJFrCTi.

CJHuFn'Frn CHFrCnF unT,JJG'G'YFt uCFHFr'FrnGi uFJ uL.uu.in.HL,JFrFuJJe'Gs'Frn' SFrGt
s'nGtuCFHFrCnGuuFr-

uCn,uYJtCiuT'rF:sFnnCsGuL.uu.in.GFuFJGiTOFJT'6tGs'nGCJ<uXGSnJFrFuJe.Ss,fSnS:LFr'FrnGFSFrLFYHLL³tLuFs
t,FrStFr,GFLF/u,IGtSFr«tntGiu6s'Frn'FrLrJXYTiCue.TYtuFJFrS:LFr'FrnGF:sFnnCsG

³uFG',CGs'nunTFCICTGtuLn'FrnnJFuGtuFCsFr'FrFu6YTiCue.uGs'nGFCJ<uXGrFuSLnTFHJFTtGYt.

uFYtLJ'LLntTIGH6FJJFrFuJeS',n:TFGLHs'/uFLFrFrTTYFLt.uin.u0/GFLF'GFLtFH'FrnSFrGFuCFHFr'FrnGi uFJ
uL.uu.in.G' LC,uCFH LGFJt JuTGi ntOFCGntGi C:un's,JFrFuJJuGTH nss'nGf:sFn nCsTntS,JFrFuJFrGtuFL
TSCfntCnSCnSLntTiu,J,JHYts'nGFCJ<uXGrFuSLnTF HJFC nC.

uFLuGuuGiur,u:Tu6YFuT'G,CnSLntGiuuJxu³uFGnFuJ.

(uFn.Lt.un'T)
9uLnuJ,
ר«גSFGnJuF«

GS,nJFGF:-

- e) LJ'Siuuf, SCHGnetui(ר«גSFG)nJuF«.
- n) GFu.LLnuJet(nF.n.)
- C) GFu.LLnuJet(n:TF)
- a) 9uLnuJet(n:TF)
- u) ר«גSFGnJuF«'XFuF,
LnuJf,u,«fttG«n

S|רFS:unu-zeoa-:sFnnCs-’tstut-C«ee-G,

«HnFTLnSFn
רF«uGrSFGnJuF»,
3,SG.ea/n,LnCFnuJG,
LnuJF,u,«fttG«n
TF.n«-oe-nooa

unt,
unteFSCHGnet(LJ),nFHu
nJuF«,

nJeFu:-s’ררF:sFnnCsTYF’t.st.ut. רHntGFrFL uGJeFCXfJJf

LFLT.LCu:- 9nFJ S|רFSstuGLt- eoz«/a-Lt , TF.Ce-Oz-e««e.

H’s’ררFLr/s/:st, CHFnCFnuntCJFGi Ciu uGTuGuFר, Lr’GGfuJi TYF s’ררFCXfJ ,:sFn nCsGFuJiGi TOFJT
LnunSntuFuJFGiCiuTJFs’ררFuFר, Lr’GGf:sFnnCsGtHi«JFCGtuHLSnJFGts’r nGFS,ihu« רLrHi«JFCe.

e.H’rFLTYFJeF’r’t.st.ut. רHnYuFCiuT’rFLuGJeFSinFs’r nC:uSnTtJuTT’rFCXfJJfGfnCX.

n.Lr’rFs’rGFuJiH’r’r’r’t.st.ut. רrHnYu,CiuT’rFLGFuntSTnJS|TFuFLYrLJtSinFs’r nC:uSnTtJuTT’rFCXfJJfGfnCX.

C.:st,TYFuU.Jfu.U.L’r.Lr’rFsLC,SuGtrFYtH’r’r’r’t.st.ut. רHnYu,CiuT’rFLGiufJrLJtSinFs’r nC:uSnTtJuTT’rFCXfJJfGinC
X.

n/-uJ,H6FueS’rFHì«JFCGiU:Tu6רr,YTìGYtuG:sFnnCsרFnJnJtnJuF«3JFnFuSLnTFHJFTtGYt.

C/-

uFYtLJ’GuFnFGLFnLuGFufuJrFuFJeSSinFs’r nuuLC:uSnTtJuTuFHì«JFCrHLGFuJiUuG’t.st.ut. רHnYuFGrFLJe
FuJxuCXfJJfFs’r rHnSnJFCnuF:TSnJrFuFJcuFnFCnuF:Tr,CXfJ ,:sFnnCsu«GFuFtFn/unFJFnH,SnJF
uGuFHì«JFCrHLHs’r nuuLrFuJiCXfJ,eT’r,LGSf.C.et.Gur6unu6nH,SnJ.JrFuF:sFnnCsuGuCFHtuFJiGF, uFJ
TOFJTGSFn6s’r nGtuCFHtnSLt9uF/ GtuFGt unnn:YnT u6 s’רrHntGtCnuF:TrFuJxu SnJt.

a/-uFLuGFuGiU:Tu6רr,SnJFnJGTte’uGuFu«GtuSGt«utn Git,JrFuFJXTGtGit,JinJGTte.

(u.r.us)
9uLnuJ(rSFGi)
רF«uGrSFGnJuF«.

GS,nJFGF:
LJSfuuf,SCHGnet,nFHu
nJuF«,

nFHuLnFnuFtftfuuFz`cunFTF«F'GuutHutniù<ztuncFtT.

«HnFTLnSFn
9ti«uGuF6nJuF».
9nFJS|רFS:רטרטin/eenooo/noeC/eLuuJf,
u,«fttG«n
TFntu:–e–«–nooa

c'uF6',it:–

- (e) 9ti«uF6uG9HF`nJuF«Gi9nFJS|רFS:רטLtuin–nezz–eCzO–eTF.en/en/e«z»
(n) 9ti«uF6uG9HF`nJuF«Gi9nFJS|רFS:רטLtuin–nezz–z–zzzu–eTF.e/e/e«ze
(C) 9ti«uF6uG9HF`nJuF«Gi9nFJS|רFS:רטLtuin–nezz–(z)zu–eTF.nu/e/e/e«e
(a) 9ti«uGuF6nJuF«Gi9nFJS:רטLtuin–eO«e–nzuz– e,TF.z/ee/e«e
(u) רFG.רטרתtetGfu³ueFu6FC9LuiHu, udufJ'rtstGt TF.ez/z/nooaGtL9SGtSfuJfCtGit.

9nFc:–

9ti«uF6uG9HF`nJuF«GFLCu'–(C)C9LGF9nFJYtuJtHi«JFCSnJfFuJ, S'nFHuLnSFnGF, u uFuTìGFuGLnCFnLnìJn
גרFCfnG«גFLFtJfFuJfTfn:TFuìGFS'nLuFCJ«nGFfRòrFsHuFnLFctfSt(ui'tGntS,–uY)uG(LiOs)רחרJfunJfFuJfJcuFñ
«HnFT«F'GunGHnGuR,e«zzrHLniù<st,JfGfnGuR,«u'XGct.us,S'uFSfRòrFsSi•sfSsnùuFLLFctfSt(ui'tGntS,–uY) uG (LiOs)
רחררfsniù<st JfYtYXGct TYF LCu'–(a) C9LGF nJuF«GF TF.z/ee/«e GF 9nFJYt «HnFTJtTLi'³JFnF CFY
tnJfFuJfJfSFfRòrFsù69unrtHLniù<stqSTGi, u uFuJfFuJf,.

9uuSTHi«JFCGFSfn6nfHuR«nSFuCLnntTuFuGtHiGiJunFXYTìCJfGH6iu,e.H'GFunn6fRòrFHuLnSFnniù<stGtuFJS
«רJJtu'e'fS9uniSTCSròrGtHi«JFCGtLrteFFSntT'C|nSnJFGtLFLTLnSFnetGtnJuFn6FC9LCTt.TF.ez/z/nooaGFniH
רFG.רטרתtetGfu³ueFu6FC9L

uiHu, udufJ'rtstGtL9SfGSSStYuFrHLLCu–CTYFLCu–aC9LGFnJuF«GFTF.nu/e/«eTYFTF.z/ee/«eGF9nFJì uFYtnC
SnJfFuJfJ'e'.

«HnFTGfnHuuf,etGfCSrYtuGTGrGfGr.

(uFn.Lt.cuFL)
GFu.LLnuJ
9ti«uGuF6nJuF«

- uT,
– ר.רטרתtetGfu«LuuJf,ר.רטרתtetGSfu, u,
– nFHuSeFFGFrttet(9ti«uGuF6)GFu«TLnuJf, LuJf, u,«fttG«n.
– u«LuuJf,GF6FnuJf«,LuJf, u,«fttG«n
– u«LuuJf,9HF`uGusiSrtS, nJuF«,LuJf, u,«fttG«n
– u«LuuJf,רCL, Juif«,LuJf, u,«fttG«n
– u«LuuJf,uuFuTuG«Fr«CnGrF6nJuF«,LuJf, u,«fttG«n
– LnuJf,GrCFuGHLLuncTnJuF«,LuJf, u,«fttG«n

- LnuJet, ר'«ג'רSFGnJuF», LuJi, u, «FttG«n
- ר'G'ht«'ntSsnet, LncFnLnJnG'CFJu'«, LuJi, u, «FttG«n
- LnuLnuJet, «HnfTnJtTLi', nLSiL', J'icnF
- LuJi, uGfLJ'JnJuF«i
- uSf9•s•sHGn, etuCFJFC/nFHSis.
- nJSFLSnrxGnet, «HnfTnFHu, «FttG«n
- LJ'rtuCHGnetui
- SnrxGnet, u: TnnJnFGuGunGHuFT', «FttG«n
- untSnGuF7Set(u0. uL.) u: TnnJnFGuGunGH, «FttG«n
- r'wJGLnefSet, «HnfTnFHu, «FttG«n
- 'funSsnusf9•s•su' s' hnt, «FttG«n
- nFHuGFLJuFTFGFJ'Fui
- LJS, Ssnetui
- nLnGun u: TnXf: ntetu: TnnJnFGuGunGHuCFJFC, J'icnF, nFHSis, uH
- LJ uFTuntSFntui.
- LJ' r' r', TCineu/ rCF, uSfnetui
- LJ' H<, fnJSFLuntSFntetui.
- LJTF, SfnJSFLuntSFntetui.
- LJunteFSCHGnetui, HLLuncTnJuF«, ר'«ג'רSFGnJuF«, ג'רCfnJuF«.
- LJ'Sfuuf, SCHGnetuiHLLuncTnJuF«, ר'«ג'רSFGnJuF«, ג'רCfnJuF«.
- LJJGLnefSetui.
- LJ' H<, fu: TnXf: ntet, S, SsnSunt(unGHXFuF)
- u' u' u' uSf9•s•LuìOtlLn, «FttG«n/ uL, Ss0C,

«HnFTLnSFn
 רפ«טגראסגנJuf«
 unnun S|רFS: stuGLt-eo-noon-(ea)-
 L,LuJf, u, «fttG«n
 TFntu :-ne-a-noou

nJefu:-nFHuLnSFnGLftSfרארfsJunFTF«F6unGHGtniu<stunJFLFLT.
 LCu:-9ti«uGuF6nJuf«Gi9nFJS|רFS:רטרטuifn-eeenooo-noeC-e,TF.e-«-nooa

uNnu+:-

9ti«, uF6 uG9HFnJuf«GF TF.nu-e-«e GF 9nFJ S|רFS: רטרטuifn-nezz-(z)-zu-e טJunFHu LnSFnGF,
 uFuTGfUGLnCFnLnJnGrCfng«רGF LftJfFuFJTfn:TFuGF S' nLuFCJ«nGFSFרארfsHuFnLFCtFst (ט'utGntS,- uY) uG(LiOs)
 רררJfunJfufJcuFn«HnFT«F6unGHnGu-e«zzrHLniu<st,JfGinGu,f«u'XGct.us,S' uFSFרארfsSi•sfSsnufLFCtFst(
 ט'utGntS,-uY) uG(LiOs)רררfsniu<st ,JfGtYXGct TJtHi«JFC SnJfFuJ,CJ9un LCu'FCXfJ,9ti« uGuF6nJuf«GF TF.e-«-
 nooaGF9nFJyTF.nu-e-«eGF9nFJnCSnJfFuJ,e.

uFYtCJLt-es' nO'רו'Fu'-CzuGLt-ns' nO'רו'Fu'-CuFgTu'HLtFfnSnJfFuJe. nFHu

LnSFnGF LftSfרארfsJunFTF «F6unGHGt niu<st LFLT.

(e) TF.e-C-«eGF9nFJnHL רררLJFuGF

u•uLttGFx³CinCSntOSTGtu'HLHi«JFCu'ר,CX'.

«F6uGtHLfLTרnf.«f.u.nG.e«zzuGTGFuGLtFGrJfJuTijJuTLCFnu'JfFuJ,9nFJi,f«u'X,uGT'HL,thS'unrns

,JFGuGniu<stunJFGtnCX.(9ti«uGuF6nJuf«9nFJS|רFSuרטרטuifn-ee-nooo-noeC-eTF.e-«-oa)

(uXiSu'uf)
 9uLnuJet,
 רפ«טגראסגנJuf«

uT,
 LJunteFSCHGnet,
 (ר.ר.JTL/טuFuT(ר.ר.)JTL/טSLuLJJTL/ nFHu רפ«u'niHGF
 JTL/nFes:tutintf«JTLi/uFsG«nuHGFJTLLnCT)
 LJ Sfuuf,SCHGnetui(9unST JTLiC9LGFTרר nJuf«ò LnCT) GS,
 nJFGF :-
 - 9ti«uGuF6nJuf«,LuJi,u,«fttG«n
 - ג'CF,HLLunCT,uF6tunJ9FuGS<uLnJu'«,LuJi,u,«fttG«n
 - nGu'רSet,CHGntLXitGL:Yf,n'CNf
 - nGu'רSet,u•HtGtunt«:sFOSi,H,«fttG«n
 - ג'GHt«'tnSsnet,«HnFTnFHuLftSfרארG«ר,t,«fttG«n
 - ג'GHt«'tnSsnet,«HnFTnFHu'ר«nSFLnG«ר,t,«fttG«n
 - LJTFnnSuntSFntetui(GF.SF.C.LnCT)ר:Ju'«,LuJi,u,
 - LJ'utHsSxFuFu,ר:J.LuJi,u,
 - Lt,SsOfC,.

u«t«sGF0, StGXuGC, i«XGC.
'eFGLuSTtin6i uuGFJJFLFLT.

«HnFTLnEfñ
uF«uuuEFuNcuF«
uNnu+FuF«uFnHtu'u-eonooz-eoa-L.e,
Luci,u,«Fitu«n.
TF.ee]eo]nooe

LCu:- LnuFS|7FSGFunnunTF.nu/e/nooe.

u:TfCuF:-

«HnFTLnSfnetGFrf«uG7SEGnJuf«d=FnFLCuttTuntunS7rFS:uL.uì.uìn.eonooz/ea/L.e,TE.nu/e/nooe.૨૫/૧/૨૦૦૭
YtLFTSfrrJunFTFrxTGSx'7:siGu«t«રાFso,StGXTiHC,)«XGLuSTC•'efGnCTrCo%7uFCFGtin6uUGJJFG અપનાવવાનું
GSStYu,CT,7H7rFs«HnFTnFHurFui,TuFG«TSXt«uGts7rFH7ntTFnSLtFnFtFnFTE.Co/«/nooeLtr7SnJFuGમાં કરવા અને
TF.e/e/nooeuetYtrf«uG7SFGnJuf«GFn:TFuìGFSE7JunFTF«u«t«stFnFtin67HLGt«6JcTFJLijFunJFnFuJITમાં આવે તેમ
H6J,CT.

SXnuGtsinFHrntLtFnFJtFnFLuJ, Lru«LFnFYCXS, GCJFYtJFnJFnLru«uFCJtFnJFnFsGtnHUFtYru, રજુઆતો થયેલ
CTt.

9uniSTLFLTLnSFnetd=FnfutTnJufn6FGuT5Xt«uGtsimFHntLtFnJtFnFSnJFnFsGtunTnTF.Co/«/nooeG/2009-1
LC,TF.Ce/en/ozSnJFnFuJ,e).

9un0STL uGf u0G0u7,u:Tu6SnJFG0nCX.030.

(uL.u.uz)9uL
nuJetशिवश्री (मु.म.)
(न.न.)F«uGnSFGn.
JuF«.

નકલ રવાના :-

GS,nJFGF:- (मा.म) ना . अंगत सखिवश्री, मा.म. विभाग, सखिवालय, गांधीनगर.

- LnuJct(F.n) GF.u «TLnuJct,rf.r.nJuF»,LuJf,u,«FttG»n.
- LuJctFuCHGnetuiGu.L.etui,rf.r.nJuF»,LuJf,u,«FttG»n.
- LuJctFSCHGnetui, मा.म. विभाग, सखिवालय, गांधीनगर.
- LuJctFntSuntSFntet,rf.r.nJuF»,LuJf,u,«FttG»n.
- OFC,SrFSS:-uL.ui.uin./eonooz/(eoa)/Le.rFnFuJFLF~.
- nL,SsOFC.

Instruction **on implementation of**

the Building and other Construction Workers Act 1996
and Building and other Construction Workers Welfare Cess Act, 1996.

Government of Gujarat
Labour & Employment Department
G.R.No.CWA-2004-841-M3
Sachivalaya, Gandhinagar,
Dated : 30 January 2006.

Read: Labour & Employment Department, Gandhinagar GR.No.CWA-2004-1831-M(3) Dated : 9-12- 2005.

RESOLUTION

Building and other construction workers are one of the largest and most vulnerable segments of the unorganized labour. Their work is characterized by by inherent risk to life and limb of the work and also by the casual nature, temporary relationship between employer and employee, uncertain working hours, lack of basic amenities and inadequate welfare facilities.

Government of India has decided to constitute Welfare boards for such workers in every state and accordingly, the Building and other Construction Workers (Regulation of Employment & conditions of Service) Act, 1996 was enacted by parliament and brought into force from 19th August, 1996. Implementation of the Act. Including cess collection has already commenced in Karnataka, Tamil Nadu and Delhi. Under the said Act, Government of Gujarat has constituted a board under section 18. The said Government has been empowered to make rules for carrying out the provisions of this Act.

Accordingly, Government of Gujarat made Gujarat Building and other Construction Workers (Regulation of Employment and condition of Service) Rules, 2003 and published these Rules vide Notification No.GHR-2003-111-CWA-2000-1869-M(3), dated 18th August, 2003. Government of Gujarat has also constituted the Gujarat Building and other Construction workers Welfare Board vide Notification No. GHR/2004/163/CWA/2004/3743-M(3), dated 18th December, 2004. Secretary (Labour) has been appointed as Chairman.

Government of India has also enacted the Building and other construction workers welfare cess Act, (hereinafter called as cess Act) and brought it in force from 19th August, 1996. The cess Act provided for the levy and collection of cess on the cost of construction incurred by the employers, for increasing the resources of the welfare board. Section 3 of the Cess Act provides that cess shall be levied and collected at a rate not less than 1 % of the cost of construction incurred by an employer. Rule 5 of the Building and other construction workers welfare cess Rules, 1998 reads as follows :-

- (1) The proceeds of the cess collected under Rule 4 shall be transferred by such Government office, public sector Undertaking, local authority. Or cess collector, to the Board along with the form of Challan prescribed (and in the head of account of the Board) under the accounting procedures of the state, by whatever name they are known.
- (2) Such Government office or public sector undertaking may deduct from the cess collected or claim from the Board, as the case may be, actual collection expenses not exceeding one percent of the total amount collected.
- (3) The amount collected shall be transferred to the board within thirty days of its collection.

Moreover, under Rule 6, every employer, within thirty days of commencement of his work of payment of cess, as the case may be, has to furnish information in form 1 to the assessing Officer. Under Rule 12, the Assessing Officer, in cases where the employer has paid the cess or has paid less cess, can impose a penalty up to the amount of cess payable.

By Government of Gujarat Notification No. GHR/2005/04/CWA/2004/841/M3, dated 3rd January, 2005, all heads of the department of the Government of Gujarat, all Executive heads of public sector undertaking and all Executive head of local Authorities (except Gram panchayat and Nagar Panchayat) are declared as cess Collectors and Assessing Officers.

The Building and other Construction workers Welfare board has passed the necessary resolution to collect the cess with effect from 18th December, 2004.

Accordingly, the cess is payable by Government offices, public sector undertaking, local Authority or cess collector to the board in challan proscribed, in the following head / sub head :

Major Head:- 0230-Labour and Employment

Minor Head:- 106-Fees under Contract Labour (Regulation and abolition) Rules

Sub Head:- (04)-Income from cess levied under Gujarat Building & other Construction worker's Welfare cess Act, 1996.

Approval of the Finance Department, Government of Gujarat has been taken for meeting the expenditure to be included for the various welfare activities by the Gujarat Building & other construction workers welfare board and the opening of the accounting Head/Sub-Head in file No 2004-1831-M3 on 1st December, 2005 (Copy of Resolution dated 9/12/2005 is enclosed)

All Government, public sector undertaking and local authorities are instructed to pay the above cess as per the Act. All Department Public sector Undertaking and local authorities are also advised to incorporate the 1 % cess in their estimates for all new works.

By order and in the name of Government of Gujarat.

(Vinod Babbar)
Principal Secretary Government
Labour & Employment Department

SìsfSsnCJFnFuniuf'JfufuJufTF'FngGFuFJTOFJTLFLT.
 «HnfTLnSFn,Fr«uGrSFGnJuF»,
 unnunS | rFS:uLstuf:eo«e-zn-C,TF.ne-ee-«e
 ea,LnCFnuJG,LuJf,u,«FttG«nTFntu:n-n-nooe

uuLtfu:-

- e) uFnJuF«GF(e)unnunS | rFS:uLstuf:eo«e-zn-C,TF.ne-ee-«e
- n) unnunS | rFS:uLstuf:eo«e-zn-C,TF.ne-ee-«z
- C) unnunS | rFS:uLstuf:eo-nooe-r.-Ca-n«-C,TF.a-eo-ou

uNnu+:-

Fr«uGrSFG nJuF« CJFnF CFY tnJfufuFJTF SfrorFLtr,ist, uG. 'Fnn CHFnCFn CJFnF
 unòuf'JfufuJe.HrFCHFnCFnG.uFJTOFJTusJJf/JL,SnJFGtHi«JFCe'.

Ltr«s:st,GfuFJTOFJTusJJf/JL,SnJFGtHi«JFCsFAX~SuFYtu~SnJFGtLLrurufCFuGJtfn,tlrurufCFLtt
 ,f«u'e'.HuFn'FrnGFns:LfrFSFrn~SnJFGtJtfn,tlrurufCFuFJTOFJTGtnSruFuJFu«JL«TTFCiC«HnFTSC'sfSsL'uLtLtuXG
 -nCFJFCGtnHuFTYu,H³uFG,CutTnJuFn6FGFuT9uniSTuGLtFG-nrFCXfJ,TF.ne-ee-«zGfununGtLuGFS | rFS-
 nnC«6t,TGtHuufuGtuHLLtfnSnJfufuJ,e.

nthJL'SGFL,stGrF'FrnGF SiC C'eFG CjFYt CHFnCFn JSu'nuFruf LFC H'Frn untCTGFntOFGntGF uL, Lt,) nH'Sn'uGuntC,'FrnGC
 HeYi JSu'nuHrHLGfSfrnFs'FrnHLGtLLrurufCFuG LnSfnt Sfn6iGF ,itJtfn,t lru urFCF CnduFG JFunTGFLt,GiuntCuFJ
 uGs'FrnFCXfJ,:snn'sJruGTOFJTgt nSrguSJ6 /JL,ti(ntsJnt)SnJFGt nCX'.

H' nS:LfrFSFuG'SnJfufuCHFnCFnGFSfn6iGF,ith'J, L,Yu,CiuT' lru«FLFGtLrurufCFJtfnJfufuJt'CnduFGGiuFJ TOFJT
 uJFuFn YXGct. unT'SnFnGtLrurufCFrFJfun,HeYFGi uFJ TOFJT uJFuFn YX.

SfGtCTJtFnJu«GtCnuF:TrFunTtuSFL6tSntuJ,LGfSfn6iufTFGtu,GfSfn6S'CHFnCFnGtu,GfSfn6CiuTu,«
 CXfJJFGFnCX'.

uFrLtr's:st,GfuFJO`nuFuJFGtH'Hi«JFCeT'HLH'FrnFrnsu69unH6FcuFuGLfnrLLrurufCFuGJtfn,tlrurufCFuGJtfn
 urFCFruFJTOFJTGuSJ6/JL,ti(ntsJnt)SfGfuSJ6FGFu, Lt,lrurufSnJFGtnCX'.

uGLtFGfCXfJ,unnunGtu•uLuGfuYFJTnCX'.
 uF LtfnJuF«GF GF6FStuL,ICSfnetGtTF. nn-e-nooe GtGtYtL,LLrurufJuLCFnuF'JfufuJe.uFuntunGi r,
 untunGtTFntuYtGJF'foss'FrnSnJFGinCX'.

«HnFTGfniHuuf,etGfCSrYtuGTGrFGfR,

LCT/-
 (ut.Lt.XFC)
 9uLnJ(u.uGu.)
 Fr«uGrSFGnJuF«

u|nT,
 LJunteFSCHGnetui,
 Fr«uGrSFGnJuF«C9LGfTrF(uufuT,Fr.JTLi)/nF.ti.rF./nF.n:TFJTL)

uF,ncFuF :-

- e) LJSfuuf,SCHGnetui(uufuTrF.r.nJuF«LnCT)

«HnFT Ln£FnrtuFuF»'u u£FuNcuF«uFuNnu+£|uF'£:unu-eonooC-u-LTF.eC|e]nooC

:: unnun ::

“DemandDraftforE.M.D.&Tenderfeeshallbesubmittedinelectronicformatonlythroughonline(by Scanning) while uploading the bid. This submission shall mean that EMD& tender fee are received electronically.HoweverforthepurposeofrealizationofD.D.biddershallsendtheD.D.inoriginalthrough R.P.A.D. so as to reach to Executive Engineer, R&B Division, Porbandar within 7 days from the last date of uploading. Penaltrative action for not submitting D.D. in original to E.E. by bidder shall be initiated. D.D. for exemption Certificate is not necessary. However Exemption Certificate shall have to be submitted electronically throughonline.

Any documents in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc.) & hard copy will not be accepted separately.”

“ס'רררFsLFGFGt nר(C.ר.ר.י.)TYF ס'נOtGF 'ררF•'f0suig,ICG:SGSntC,SsiGtS0inרררררס'נ uu,ן'SnJFGF nCX. uFu |SfnnH|Yu,ן«TLFGFGtnרrGs'ררL,«6JFGtnCX'uGTcuGLfns'nu,ןר'ר'JXTuGLFnC,SsiGtS0inרררררHt:sXG,L'SLi,J Xi,LFGFGt nרrGs'רrOt רL,Ciu TGtH uOnu,ןר'ר'JX.ununuSJ6רrFs'ר'nnGFn'ררF•' 'f0suL,רrHt:s'ui:s u.'t.Yt Sfuuf,SCHGnet,רr«uGrSFG nJuF«, uOnLChG' uu,ן«Gie<<tTFntu Yt nCJL-e רררLTuGLfnnH| SnJFGi nCX.uL,ר'ר'רF•' 'f0sGCTrS,GinLרrXeffrSu«,X~SnJרrFuJX.LFGFרrSTרrFs'רrF•'f0sH~ntLGXGnC,unT,LFGFרrSTu|רrF6unC,SsiGtS,tuig,ICGn H,SnJFGnCX.”

ס'נLr'GFרrFsH~ntuFtFnרrFsGFSiCu6'וSuר'suiG,ICGC,SsiGtS0inררררר:SGSntרrS,JiGinCX'uGCF'Siutu,fuCtnT:JtSfn JרrFuJXGnC.

«HnFTn£Huuf,etGfCSrYtuGTרrGfGFr.

LCt/-
9uLnw
רr«uGrSFGnJuF«

Si•sfSsnòGuFuFTt'FànGi9uui«SnJ
FGt unJFG«tuFuJF LFLT

«HnFTLn£Fn
uNnu+£«uF£:uLztuFn]eonooz]euee]C]C
uF«'uNu£Fu NcuF»,
Llucf, u, «Fttu«nTF
. n]nooC

::uNnu+::

רF«uGרSFG nJuF«³JFnF nFHuGF n:TFuìGLftSfRnGTGtnFt uG HFU6t u«GtSfR«tnt CFY tñJfufJJe.uF
n:TFuìGLftSfR, nFrtuGHFJU6trFshFHuuGbuFuTnJuF«³JFnFntOf9GntuìrFyH~nt'FànLJJfufJJe.SfRròFH~nt'Fàn9HFnCn
³JFnFLFnìLFnuFnTLnSFnGFHFChLFLGtuì9, SuGtuìsIOC,HP,J, n«...»rFYtuntCSntJfunJfufJJe.

ntOF9Gnt³JFnF'FànGFJtTFuFJi, utSLthGrF'FànLJJfufJJe, LTrHJtSfRìGuieFLrurFu6SnJFuY'FànGìLì, uNuS SnTF
JtuH•Ltuì³JFnF YFu T' rFs'uFuFTt 'FànGF 9uui«Gt unJFG«t uFuJFGt LFLT LnSFnetGtnJuFn6F C9LCTt. uF
רFs«HnFTSì•sfSsLùLìLtuXG³JFnF u6 nHuFTSnJfufJJe.

uFLFLTìGtLr«nJufn6FGuT uJ, GSStSnJfufJJeS, רF«uGרSFGnJuF«³JFnF nFHuGF n:TFuìGLftSfR, TGtnFrtuGHFJU6tGt
SfR«tnttrFuFuFTt 'FànGì 9uui«Snt XSfX.uF u|רF69uui«ר, JfGnuFuFTt 'Fàn rFsGtuHLGtXnTì uGLFnSfuJfCtSnJFGtnCX'.
(e)uFuFTt'FànGt«6JTFs'»nGF:uXtOtSXGrHLGtCìtHi9u.

(n)uFuFTt'FànGF:sFnn9sLFYGFuFJTOFJT u«SnFnGFrFGFLt-eOìr'GFS, ih-zo(u)uGLt-nOìr'GFS, ih-u«(u)CXfJ, Cf, GtTrFà
XnTì , f«u'X.

(C)uFuFTt'FànGFnS:LFrFuFJTOFJTGt«6TntRfsH'TJ uTuFnTtuuìs9unYtuntCuFJuYJFT'LrGìEx.Refinery(uFnT
LnSFnGFHFChLFLuF9.uì.Lt., u u.ut.J«n)GiuFJuL'LFYtH'GìuFJuìeìCìuT'GtLFY:sFnn9sGìTOFJT«6tuSJfS' JL, SnJFGì
nCX.

9unìST uFCXìGìur, TF. e/«/oz Yt SnJFGì nCX.us, S'TF. e/«/ozuet rHnSnJfufJfJTF'tstuttrFuFuFTt 'FànJFunJF u«Gf9un
rHLGfngG6uGì:ues 9, uSnJFGì nCX.

uF uFCXìJuF«GtLnufS|rFSgt0'9, 9un untS rLnufJet, GF6F nJuF«Gt TF.ea/e/ozGt GìtYtL, LrTuJiJu
LCFnuf'JfufJJe.

«HnFTGFnHuuf, etGìCSrYtuGTGrGFGr.

Lct/-
(uL.S.untFn)
9uLnuf
רF«uGרSFGnJuF«

LfTSFrgfstntu<LTרHSiduiG•sLLdu, Gt
 «6JcTfFsGFunteF6u'StGFzO%unteF6:YL
 unTYFeO%unteF6LnSFnrF•u, Linsnt/«ntCJFn
 FTYFeO%«nt, LinsntרFSnFJJFLFLT.

«HnFTLnSFn,
 רF«uGSGnJuF»,
 unnun SרFS:- unu/eonooe/nz/L
 LnuJi, u, «FttG«n.
 TFntu:Ce/en/noo«.

uNnu+

LfTSFrgfstntu<LTרHSiduiG•sLGFLdu, Gt«6JcTfFsGFunneF6C, «ntS`LnSFnrF•uL:Yf(, Linsnt)רFnOTSnJfFuJ
 e, SFרGt u«nTGtLrteFF CnduFG eFntuuntSFntuì TnOYt HF6JF ר, e' S' 9ST CuFT u|nS|uFrFs:st«GF unn6Fר
 J, LYרLe, HרFLruu6uLcunTTYFue. CHFnCFnuLìLtuXGTnOYtuFJtnHuFTrLe, uFYרX³uFG, TFCHFnCFnetCJFnFH`T`SFרFs:YfuJF
 רFuFJTt
 , LinsntרF:YL un H unteF6 SnJfFuFJTì J, LnGJFnt XSFu T`LFLT nJuFn6F C9LCTt, utTnJuFn6FGF uTGtuHrHLGtGtnT
 G, GFTLSSuGLnJFGSStSnJfFuFcuJe.

GtuH6J, unteF6רFuJTרFuGu³trרFO`nOFnSntOtSJ•XtuGLFnH~ntunteF6iuSteorLnSFnrF•u, Linsnt/«ntTYFeor«nt
 , LinsntuGzor Ot<' , Linsnt CJFnF SnJFGF nCX. unT, «ntרFGtuGFCnSuStuieרFuiee (uS)unteF6
 «nt, LinsntרFSnJFGnCXTYFuieרFuie, uSunteF6«nt/LnSFnrF•u, LinsntרFSnJFGinCX. HרFGtuCXfJ, unteF6i:YL unSnJFGFnCX.

| | | |
|----|----------------|---|
| u | u«t«s | (e)« 'XG (n)O, StGXuGC, i«XGJ<u, (C)CduSsJ<u, (a)JisnuLLiuXG |
| Lt | רFst | (e)nO<'u0't'ruGu0uLrLt (n) LtJuGF, tLtL |
| Lt | nTt | (e)« 'XG |
| 't | Csì | (e)'FuRrGXGuGsì, n•Ls:s (n)JisnuLLiuXG |
| C | SìSts | (e)GiG't:stStJs:s(u<s:LiGtSs:st«u ³ tnTYt) (n):, dus:s (C)SiduLrJ:s:Ge |
| u0 | LtsuRGLrSL | (e)'FrnGtsSFJFnt |
| Ht | 'FurteFrstntu, | (e)« 'XG |

XnTì :-

- e. CHeFnCFnSFrgT«6JcTfTfstFnFtn6u|F6GtuG9ununneF6iFsu6TfYu,H~ntTrFrlFtGllnCTGtnO<'s:st«»,Linsnt
:Juu'SfRGF:YLuuuHuuF9un:YFuJFGtnCX'.n:TFGFSFrFsf,«u'TFrl,sGf:YLSFrG:YL«6tXSFu.unT,SfRG:YL
,LinsntYtC)nCiuTiCHFnCFnetCJFnFrlLC,,LinsntGtH~ntcu:YFnFuJFGtnCX'.
- n. SF.C.etHFun:YLuTuuG,uSt«SnJFHfucuFn's:st«TuunTrGt~L~rfu6SnFJJFGnCX'.
- C. tFnFtn6u|F6GfunteF6iGtLtuFuStzo%unneF6nO<'»,LinsntFrCHFnCFnGFuntSTJi,«C'CHGnS'HuGLLntTSfuuf,SCHGne
tuI-CLuuu,u,Ciu TrGF CjFnF uFTFGF GF.SF.C./r.C./u.r.C. Gt CFHntFrH SnJFGF nCX'uGunt6FrFrLuSTLCtuiSnJFGt
nCX'Hufneo% unteF6 <nt/ LnSFn rFGu ,Linsnt(uieFrFuie,uS unteF6) uGeo%«nt,Linsnt(uieFrFuie,uSunteF6)
FrFnOTSnFJJFGF nCX'.
- a. S,unneF6iGFzo% unteF6 uSH :YLuSH LruuSH TLSSFrGt SnTF SfGt u«nTrHLH' TLSSFuH' T' Sf«tntGuG~uH'rstntu<L
JFunJFGYT,Ciu TCuGLFnX~uFTGF TLSSFrFnFuJ,JruGFTLSSFrFrHuFunt TLSSFrFnFJJFGnCX'.uFrTeTF uFLfLT:eFFnGS
SeFFuYtGf.Sf.C.etuH~ntuFT rHLTLSSFJFn unteF6i GSSt SnJFGF nCX'.
- u. «6JcTfnGuG³FfnFtn6u|F6GFLtFHNt:snngunrT ntTnGuFJJFGFnCX',uGTHT
:YL,LinsntFrF9u,³tnCTrH
FuJFGF nCX'.
- z. Hi SiCSFn6Lns:st«GFLtGuu|FrCu uYFJJLJJFrFrLru HFu TrCiuS'cuJCF~ G Ciu (HrS'C,SsiorSlnLnt«)Ti uFJF
unteF6i«nt/LnSFnrF•uL:YFuFrFrSnFJtXSPX.uGuFLFLTginG6uLLntTSF.C.et/Gf.Sf.C.etuSnJFGinCX'«ntFrFGYCXSTJFs:sLn
SFnrF•u ,LinsntFrSnFJt XSFu.
- e. nJuF« GF eFnnuTFnnS:sFOGF.SF.C./r.C./u.r.C. uTrH CHFnCFnGF Tfnns :sFO CjFnF «ntFrFunteF6 HFTSnJFGi LTiefSFnSuGuuJruLJuF
LFLTG«ntG|u6ru6uLrJJFGnCX'.H' T' H«f / u|CnXS:Tn«ntGt,LinsntFrSieFs•Ss SnJF rFsH~nt Ot H' T'
nJuF«GFSf.C.etuuSJJFGtnCX'uGuFSFuJfCtLruL³tu|GYFuT'rfSLLntTu.C.etuuFSFr«tntGtJuTJuTLrteFFSnJFGt nCX'.
- z. uFunnunYt9rH6iJ,funteF6iu'St zo%unteF6ieFnnu,LinsntFrSnJFGiLruTF.e/e/noeoYtSnJFGinCX'.
- «. «ntFrFs:st«SnFJTFLru«ntGFs:st«uFHcJntTunJFGinCX'.HYtunteF6GFunt6FrLruLruLJiXSFu.

(uFn.S.uFC6)
uFL OnH unGF untSFnt (nJ.ù.)
ᳵF«'uGᳵSFgnJyF».

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— Lt, Ss0fC, -e«««/L-XFuF, rF. r.nJuF«, LiuJi, u, «FttG«n.

unnun S|רFS: uLuLu^{neo}«a/uFCLt-en«/eo-L
TFntu :e«-«-e««a uJuunnnXes

| uG. | unteF6GtnJ«T | unteFuiGCF,G tin6 | unteF6iGLt'n,tin6 | |
|--|---------------------------------------|----------------------|---------------------------------------|--------------|
| e | n | C | a | |
| | | | L.ר. | unteF6GtLtuF |
| e | ר,«J,S:רFS' | | | |
| | e.« 'XG | nooL.ר./e unteF6 | eoool.ר. | e |
| | n.O,StGX | | eoeytuoo | C |
| | C.CduSs | | uoeyteuoo | u |
| | a.uLnhG | | euoeefutuooo | e |
| | u.SXt«s:s | | uieFfuieiuSs:suS SFררFS' | |
| n | «tsSuut | | | |
| | e.« 'XG | uoYteoo/e unteF6 | eoool.ר. | e |
| | n.O,StGX | L.ר. | eoeytuoo | C |
| | C.CduSs | | uoeyteuoo | u |
| | a.uLnhG | | euoeefutuooo | e |
| | u.SXt«s:s | | uieFfuieiuSs:suS SFררFS' | |
| | z.:stut«s:s | | uieFfuieiuSs:suS SFררFSSiCLtfnìGnC | |
| | e.« 'XGnunteF6us,ig | enCJL/ו,רס LFCs | | |
| | z.LFC•nnunteF6S•s•ss:s | enCJL/ו,רס | SiCLtfnìGnC | |
| | «.'FרnGtH~ntuFTu רF6' «6JTfGunteF6 | | s'ngtLtuF | unteF6GtLtuF |
| | | | e | e |
| | | | nYteu | n |
| | | | ezYtuo | C |
| | | | ueYteuo | u |
| | | | eue Ytuoo | z |
| | | | uoeyt9un | eC |
| eo.רfstGtOt<'fu'•LtstGSStSn,tin6Ln:YLuneFntuSרuFntu,JfGtnCX. | | | | |

Lct/-
(u.u.uiSLt)
uFLOnHunGFun³FSFntרF«
uGרSFG nJuF«

«HnFTLnSFn
 רF«uGSGnJuF»,
 LuJ, u, «FttG«nTFntu: nar e»«o

:: uNnu+ ::

nJeFu :- Cis דרSL, sGuJnOtGtXnYt THLFCt u³tTtYt n:TF un SnJFGF 'Fon
 SFuf, nFuJFLFLT.

LCu :-e) LnSFnetGìTF. n«tuìSsidLn, e«zeGìLnuFS|רFSGiunnun
 n) LnSFnetGìTF. ne«tuìSsidLn, e«z«GìLnuFS|רFSGiunnun
 C) LnSFnetGìTF. e, t, רFu, e««o Gi LnuF S|רFSGiunnun

LnSFnetGFLCu רFH6J, unnuYtCiutSL, sGuJnOtGtXnYtCFYtnJFGFSFרוL LרFonJtLuGfu uFuJFuJ, e:n:TFun
 CFYtnJFuJFJ'FonufYnJFGSFרLGcuFLttuFLFuC, fu, nSntCJH~nte. TרHuJFSFרוFLFCnduFGCFYtnFuGnCT
 u6unTH~nte. TרeTFuJFSFרוL6tHuufu, TרF6LtSnJFGLC, uf, nFuJFuJFJeTJ, LnSFnetGF³uFGunuf, e:n:TFunCis
 דרSLu³tnTYtS' LFCtu³tnTYt'FonufYnJFGSFרCetrLFCuf, nFuJGnCTL6, H~nte. uFYtLJGLuGfuFuJFuJFJe S' n:TFun
 SiCu6u³tnTרCFYtnJFuJFJ'FonufYnJFGSFרCetrLFC uf, nFuJGnCHiuFLruLFCufJSFuf, eTJ, LnSFnetGF³uFGun uFJXTi
 Tu«GtLLLt HJFLCFnt LLLtTunteFS CHGnetTרHSfuuf, SCHGnetGtnCX.

uFLnS: LרFce דר uet'FonSFuf, nFuJFGtH~ntuFT9ut YFuTJFLHi«רוL LLLtSTfunteFSCHGnetGtrH, nLcuFLFC
 unteFSCHGnetGtLuJTs, fLruu, nT, uf, nFuJ.

Lt. Sus, GF
 uLLnuJ

LnSFnetGF unnun S|רFS: uLst.u|n./eo«e/z|/CTF. ne-ee-«e רFH6FcuF u|רF6n:TFGF SFררfsCHFnCfnטנןF'JFGì YTì
'רנCHFnCfnGtuGtXnTìuטניuF'JFGì nCX.

- (e) CHFnCfn'FרnSuFYt,|cu|T«G,|Lt,uL,רJuF«GnH|SnJFGnCX.
- (n) ntOFCGntGF«Csu|Lu6Lt,LFY|L'ר,SnJFGnCX.
- (C) 'FרnH's•SnרF,ר|Jn|u|JnT's•SnGìJFCGGLnLTFJJFGì nCX.
- (a) 'Fרn9unCHFnCfnnetGu'Jn|Lu|ר•suYJFLtSui'ט'Jn|LrLtXSXGnC.
- (u) CHFnCfnH|Sn,uL,|Lt,ר'FרnGì«|'(SJì,tst«)9«uCìJnHìCu.uFu«C
HfnCfn«'ט«G;s:snth<s/«'ט«G,ר|6unnH|SnJFGnCX.
- (z) CHFnCfn'FרnGtuFJS/JunFX/LuT«G,|nHt:sn,ר|s9unnGuFJJFGnCX.
- (e) CHFnCfnSFררFJFunJFGìYTì 'FרnGì רH|nYu,טCFHìרFL<S'FnGì
טSLSiù,tntOFCGntGìLhtSuFJ~**nuuFaznzn.oo(zo/eo)**ט|nTuטררS
sGGìnfuJFרFuFcu|e.

9SCfnGtLCt

Sfuטf, SCHGn
רF«טGרSFGnJuF«טנןLCn

«HnFTLnSFn
 ר«ב'ג'רSFGnJuF»,
 unnun S|רFS: uLstu|n/eo / nooe /ר.Ca/n«/C
 לנ'ג'ר,«FttG«n
 TFntu :a/ eo/noou

LCu' :-e) רF.ר.nJuF«GFTF.ne/ee/«eGiunnunS|רFS:uLstu|n-eo«e/zn/C
 n) רF.ר.nJuF«GFTF.ne/ee/«zGiunnunS|רFS:uLstu|n-eo«e/zn/C

:: uNnu+ ::

ר«ב'ג'רSFG nJuF« CJFnF nFHu n:TFu|nGFLtSfrbGTGtוהF1TGF SFrרFH~nt 'Frn Si•sfSsnCJFnF LFn|LFn HT' u|C,
 SuGt'ר'FrnGFu'Lfunt,נ'נ'ר'FrnJnG6u,נ'נ'FrnJn, uGTLFLTH~ntLrFGfu|nLCu|rFCXfJ,unnnunYt LCFnu'ר'FrnFu|n,e'.TF.
 ne/ee/«e GFLCnFCXfJ,unnnunGt LuGFSרFS: e nC «6tTG'LC, LnSFnetGF TF. ne/ee/«z
 GF'unnunrYtLuGfu|nHLSfuJfCtSnJFH6fJ,CT.TF.ne/ee/o«GFunnunGtLuGFSרFS:eC9L(u)uG(L)ר'FrnXSOnOfnSnt(u)TYF(L
)ר'Fr~/eu.oo,fuGtHuuFu'u.oo,נ'נ'FrnJn,«uF'JFGGSStSnJFrFu|n,eus,S~/eu.oo,unCSnt~/u.oo,נ'נ'FrnJnGnCXTYFTu|n6r,SnJ
 FGinCXLFStGt XnT|ר'FrnSiConOfnSn, GYt.

9uniSTuFXtSLtfn|GF6FnJuF«GtTF.nz/e/onGFniHrL,uGrTuGLfnLCFnu'ר'FrnFu|nJe.

«HnFTGfnHuu|,etGfCSrYtuGTrGfGFr

Lct/-
 (u,S.rCTf)
 uFLOnHunGFun³FSFntרF
 «ב'ג'רSFGnJuF«

«HnFTLnSfn
 ʁF«'uGʁSFGnJuF«
 unnunS|ʁFS:uFnHtuG/zonooz(Cu)-L
 LuJf,u,«FttG«n
 TF. eC-u-nooe

JT L S unt C: TSG F ~ F. e S n i' Y t J t n S r G F
J i 9' G t « u G : s • t G t « G F S f r r f S i d u S X G G t
S f r « t n t u « G t L u G f u i

« H n F T L n S F n
r f « u G r S F G n J u F «
u n n u n S | r F S : u L u L u i n / e o n o o z - e z -
L i L u J i , u , « F t t G « n
T F. e C - e o - n o o z

u N n u + : -

JT L S unt C: TSG F ~ F. e S n i' Y t J t n S r G F J i 9' G t « u G : s • t G t « G F S f r r f S i d u S X G G t H' S f r « t n t S n J f r f u i J e . T r F C n S : T n G S i d u S X G c
u J n : Y T Y F u T' H ~ n t e . u F S f r « t n t G t u S F L 6 t C n S u F L O n n H u F T u 6' • L t s i r t s n Y t « t' u r n f 6 9 H f n C f n e t
u f L Y t T u F n S n f J t G r L J J i G n C X . H G t u S F L 6 t L L t T G F u L S f u u f , S 9 H G n u G r C C G t X / u n t S
r C C G t X 9 H G n e t u u 6 S n J F G t n C X . 9 H f n C f n e t u S n , S f r G t' • L t s t u i n k' n r n ? u F L F C H n S , u n • L u u F u u G c u F n L F C H L t H F , u n G t S f r « t n t C F Y t n F
u T' H i J F G t u F Y t L u G f u f u J f r f u i J e .

9 H f n C f n e t u T r 6 S n , S f r « t n t u « H u F n i u 6 L , G i u S J 6 t S n J F G t Y F u c u F n 9 u n i S T L u J , u 3 t n T u r n f 6 H' S f r S n J f r f u i J , e (S S r ?)
T G t u n F 9 C n S u n t e F S 9 H G n e t u f L S n F c u F L F C H n L , G u S J 6 S n J F G n C X .

~ F. e S n i' Y t 9 u n G F C n S S f r r r f L F 9' 9 u n 9 H f n C f n e t G i u n • H G t u n O n H t u F T u 6 C i n i H i C u u G u F 9 H G n G' u i L u u n u 6
9 H f n C f n e t u u f u J F G n C X . u G u F u i L u u n G t u S G S , L L t T u n t e F S 9 H G n e t G t S u i n t r F n F u J F G t n C X . H i 9 H f n C f n e t G i 9 H G n
L F 9 s 9 u n C F H n G n C T i C i u T i 9 H f n C f n e t G H ~ n t G i s t L u F 9 J J F G t n C X . u G u F r e T F u 6 9 H f n C f n e t L F 9 s u n T r G i 9 H G n G r S T i T r G' n H t : s X G C
J e F r f s n C S n J f n G u r F G L f n C n u F : T S n J t . H u F n r F n J i 9' G t « G t S f r « t n t 9 H f n C f n S n J F G t C i u u G C u F T S n H J G t : s • t G t « G t S f r « t n t S n J F G t C i u
c u F n 9 H f n C f n J i 9' G t « G t u C i L F 9 r f t F n F t i n 6 r H L G f S i d u S X G r f s L L t n i , n , J J O n H t u F T n C X u G 9 u n H 6 F c u F u r n f 6 G t u S F L 6 t
u 6 S n J F G t n C X' .

G J F' t s t u t r H n Y F u T' r F 9 u n r H L G t X n T u F L r S J f r r H C , H' S f r u « n T C 9 L e T' r F u 6 9 u n i S T L u G f u i r n H L O n n H u F T u 6 S f u J F C t S n
J F u F Y t L u G f u f u J f r f u i J e .

L C t / -
(u F n . S' . u f C f 6)
u F L O n H u n G F u n t S F n t (u L . u t .) r F
« u G r S F G n J u F «

Si•sfSsnìGuFuFTt 'FànGi 9uuì«
SnJFGtunJFG«tuFuJFLFLT

«HnFTLnSFn
unnun S|F|S:-
uLstu|n/eonooz/euee/z/C|F«'uG|SFGnJ
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. oz-en-nooz

LCu:- (e) LnSFnetGFLnuFS|FSG|TF: n/«/noozGiunnun
uF|u:-
nFHuGFn:TFuìGFLF|F|F|uGTGtnF|T|uGHFLJ6tGFSF|utSLthG|F|LuLn|n|FSntXSfuT`r|FsLnSFnetGFLCu(e)
C9LGFLnuF S|F|STF: n - « - nooz GF unnunYt uFnT LnSFnGF HFCnLFCLGt uìC, SuGtuì9unFTuFuFTt 'FànGF 9uuì«Gt
unJFG«tuFuJF|F|CTt.unT,CJ|uFnT|F|HFCnLFCL|I.O.C., H.P. J«n|uFu|u6uSSLuHJtuFG«tSuGtuìu6'FànG9cuFCGSne.T³uFG
,CLnuFS|F|STF:n-«-noozGFunnunrFgtu|HLLtfn|unnunTSnJF|Fu|Je.
unnun:-
uFLFLTìGt L|«nJuF6FGuTuJ|GSSt SnJF|Fu|JeS, rF«'uG|SFG nJuF« dFnF nFHuGF n:TFuìGF LftSf|,TGtnF|T| uG
HFLJ6tGtSf|«tnt rFuFnT LnSFnGF HFCnLFCLì TYF uSSLuHJtuFG«t SuGtuìdFnF 9cuFnCT S` uFuFTt 'Fàn, Gtu|LHGt
XnTìuGLFn9uuì«rF,CXSFX'.
e. 'FànGt«6JTf|s' nGf:uXtnOSXG|HLGtC|tHiCX.
n. 'FànGF :sFn n'sLFYGFuFJ TOFJT u«SnFnGF|F Lt-e Oìr|GFs,ìh - zo(u)Lt-n
Oìr|GFs,ìh-u«(u)rFCXFJ, CF, Gt|F|F|XnTì, F«u'X.
C.
'FànGFT|F|S:LF|FuFJTOFJTGt«6Tnt|F|s,uSSLuHJtuFG«tSuGtGFuFJS'uFuFTtnS:LF|F|H'T'J|uTuFnTtuuis9unYtunt
CuFJ uYJF T` L|uGì Ex Refinery (uFnT LnSFnGF HFCnLFCL I.O.C., H.P. J«n)Gì uFJ uSt HGìuFJLFYtuìe|Cìu
TGtLFY:sFnnCsGìTOFJT«6tuSJJfS` JL,SnJFGìnCX.
9unìST uFCXìGìu|, TfcSf|,SuLnYt SnJFGì nCX'.t.st.ut. rF9un |HL'F|F| JFunJF u«GFnG6'uGì:ues 9«uSnJFGì
nCX'.uFunnunuFnJuF«GtLnFS|F|SGt|C,9unu«L|u|Jet,GF6FnJuF«GtTF:z-en-noozGtGìtY|L, L|u|T|u|J|u|LCFn
uF'J|F|F|Fcuìe.«HnFTGFn|Huuf,etGfCSrYtuGT|GFGF|,

(uL.S.untFn)9uLn
J(untGuìHFn)
rF«'uG|SFGnJuF«,

«HnFTLnSFn
 ʀF«uGʀSFGnJuF»,
 unnunS|ʀFS:—unu—eonooz—u—
 L(uʀʀ0ʀ9,)LluJi,u,«FttG«n,
 TF.ne—ee—nooz

ס'ר'Fun, uLFרF•u£ uFuFJFGFLCu'SFrunu'TF
 uunGun6nFuF TYF SFrGt
 GF6FStuu«nTuFnTSu«nTLFYLרLרFnC T'
 רFsH~ntHF«JfCSnJF LFLT.

«HnFTLnSFn
 רF«uGrSFGnJuF«

unnunS|רFSunu/eonooz/(ze)/LTFntune/ee/nooz

uNnu+:-

ס'ר'FuLFרF•u£ uFS'GtuFuFJFCHFnCfnetuFdFnFL6tJFnunFTFCFJFGLnSFnetGF³uFGunuJ,e.uFJFnS:LFuFrFSFrGtGF6FStuu«nTuG
 uFnTSu«nTGFLרLG nCJFGtLuFJGFnC,te.uFYt SFrGt uFnTSu«nTuFrF6GF6FStuu«nTnCS' HYtLnSFnet un Lru
 uC,fuuFuGf6FStuLFHG u'T'fsGtuHrHLGtHF«JfCs'ר'FrSnJFGFnG6uSnJFrFuJ,e.uFHF«JfC רFrFSFrFGFuF unnunGtTFntuuet
 רH|nYTF't.st.ut.רFuSu6 SnJFGt nCX.

Hf«cf.-:-

H'SFCuFCsרGFs'ר'FrS,uCFHtuFJ,T uFCsרGFs'ר'FrS,uCFHtuFJ
 SnTFs'ר'FrS,uCFHtnSרYtLר«ס'ns,fsSF£uS'GtuHnYu,CFuTsSFJFntYteo%Yt£uFnCTFCFuTJtuFCsרGuSJ6nGt«L,J
 uTHTuFCsרGFuCFHtuFJ+/-רHns'Gt
 sSFJFnt+TuFCsרGFuCFHtuFJGtu%GtRuFCFrSnJFrFuJX.uFntTJTYC'nfu,nSרFrLTFeFSnSntTu6Yu0fCG,L,רHnSnTt
 JuTcuFHuFn6 J«n estSnJFrFuJX.
 9STHF«JfCGt:uesLרH6רFsFuFLFYu,u,9CFCn6³uFG,J.

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|---|--|---|--|
| e | ס'ר'FrS,uCFHtnS | : | ~F.eoo/- |
| n | רHnYu,ס'GtnS | : | ~F.eeo/- |
| C | ס'ר'FrS,uCFHtnSרLFYununרHnYu,ס'GtsSFJFnt | : | eo% |
| a | ס'GtuSuFCsרGFs'ר'FrS,uCFHtuFJ | : | ~F.eo/- |
| u | T'ufCsרGFu,uFJ | : | ~F.ea/- |
| z | T'ufCsרFrFu,£uFuFJGtsSFJFnt | : | ao% |
| e | T'ufCsרFrGt«L,JuTuSJJFuFnuFJ | : | ~F.eo+SF.CuFrF6eo% £uF+uCFHtuFJGFu%~F. ee.uo |

HF'LCnuFCsרGFuFJ~F.en.ooS'TYtGtuFun,CFTTF'nGt«L,רFuFJSuFTuFHF«JfCרHLSnJFGtnCTGct.

(uFZ.5'.uFCf6)
 uFn OZH uZuF utt5FZf
 uF«'uSu5Fu ituF«

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u0uF uu'uZ luu»6ZFutF ueF 5Fuuf
uF6F5fuu-«funFe'n'u'uFZCu`uF8'HşZf
Hi«tFC 5ZtF tFtu.

«HZfunZ5FZ
uF«'uuu5FuFtuF«
ufZu»5-uF'5:uZu—!oZooC—(s!)—nf
uF. o#—ou—Zo!#
tuF6 ,ftF : ufZu»5-uF'5: uZu—!oZooC—(s!)—nfuF.Ze—!!—ZooC

ufuu:—

8'-0ZuFCHFZsFZzfui stFZF uZFuFImbalance uFti tFuF8'-0ZuFf5:nFuuiFCHFZsFZzfui stFZF9'uFuFtuf
uFC8uuiuf 5Fu«fzf5uFtFs ufuF uFtuf uFC8uuiuf 5Fu«fzf u5ZtFuFuFtu'tfuZi:efu uZluu»6ZFutFuF8'uF.Ze/!/ZooC
ui ufZu» HşZf Hi«tFCnFe'tCFZ uf0tFuFuFt',.uF ufZu»u«'tttt:uZiueu,ZHufuiuwuFu',uFuuu'uF'
uZu,tuFtuFZ6FuFu'u'uFuZu»uFtHFO5ZFufK<,f,f8n''uFZfu'tfeC<0Zfu,Z5u 5Fu n'uibF5FZ5Zfu' u}6'
eu'OFcu,tf,u'H,Z5ZuftuujuFHufZ6t«ZK8f5ZtFuFuFtX."u'ufHcuFu'ufu'uHtuin,tFZi5ZtFuFuFtK'.

ntfZi:—

" uF Zfu'tfeC<0Zfu,Z5u unFtFZ6 ufuF uFt uZ,Ciu u'tfuFC8uuf uF6F5fuu-«tuuFu-uF6nZ
Zuf«tf,uFefK8f5ZtFuf ZCX'.H'f5:nFuFunFtFZ6 ufuF uFt uZ,5iCu6 uFC8u u Ciu u'tf5:nFuFunFtFZ6 uFti uZ,uFCuuf
nFu'tfeC<0Zfu,Z5u tF5f ZCuF5Fu«fzf euF u'uFu-uF6nZ Zuf«tf,uFefK8f5ZtFuf ZCX'.

ttuFtu'uf6',it,ufZu»uF9sFCZ6uFsXft',5-uF'5—CZs5ZtFuFuFtK'.

9uZiSun,tFZfuiuu,uFuZu»ufuFZfuuKfu'H,ZeuF0f.8f.uf.uFuuu,5u65ZtFuiZCX'.

(ufZ.5.uF'CF6)
uFn OZH uZuF uft5FZf(it.ui.)
uF«'uuu5Fu FtuF«

u-tu,
nt'uFteF5 CHuZzfui,uF.u.FtuF« (uF8u«Z uiHuF tu'u,uXu,CfCt'tu'uniCu).
nt'uFteF5 CHuZzfui,(u'ufuu)uF.u.FtuF«
nt'5Fuuf,5CHuZzfui,uF.u.FtuF«.
nt'5Fuuf,5CHuZzfui,(u'ufuu)uF.u.FtuF«

u5,ZtFuF :—

1. u«nltzfufu«uussufXzf,uF.u.FtuF«,nltuF,u«Ftfu«Z
2. nt'uFtuCHuZuuu.zfui,uF.u.FtuF«. #.
nt'uFf»59u nltzfui, uF.u. FtuF«.
- 6 uF.5F.C.zfuiF.u.FtuF«.
- u. uF'6FXFuF,uF.u.FtuF«.
- s. uF.n.u.,nfXFuF,uF.u.FtuF«,In,58OFC,
- e. XFuFtn,58OFC,—Zo!#

O-f uC8u-n «`Z'8fufZfu0(O5uZ:uFuF5Fu
uF8)u«`uF 8-OZ 5,ih u'.!e(tf) uF u8F5,ih u'.
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!c`c££u uXtuu0c,iuugz££LCFNuT uiHuFuif £Fuif :zf00'tt0t<0i£u,u`gzuf` u6 n:TFuF £Fuif O<t u _zugL«`n'zt
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e.

“10 % of the amount eligible for the payment of bituminous items shall be withheld till the miscellaneous items like earthwork in embankment/cutting for side shoulders, side gutters, kilometer / indicator / guard stones, sign boards etc. are completed in all respect by the contractor. After completion of the miscellaneous items, the above said 10 % withheld amount shall be released.”

utTNcuFn6Fu`u`T`u`cT`uFuz`g0n£,ihu'.ee(tt)uF£,ihu'.ee(tt)(C)uF`utu`uH£uiO`nOFn£ncFuFufce.

“2% of the amount eligible for the payment of bituminous items shall be withheld till the miscellaneous items like earthwork in embankment/cutting for side shoulders, side gutters, kilometer/indicator/ guard stones, sign boards etc. are completed in all respect by the contractor. After completion of the miscellaneous items, the above said 2 % withheld amount shall be released.”

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(uFn.£.uFcf6)
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uF«`u u£Fu NcuF«

SPECIAL CONDITION

1. Free maintenance guarantee period

The contractor shall have to give Three years free maintenance guarantee from the certified date of completion. During this period contractor shall have to repair the damaged portion of the B.T. surface of road at his risk and cost as per direction of Engineer in charge. If B.T. surface during maintenance period of 3 years is worn out then the agency shall have to provide renewal coating as per tender item as directed by Engineer in charge. The amount equivalent to 5% of each running bill shall be withheld and will be released after the free maintenance guarantee period (i.e. 3 years) is over.

However this amount shall be released against fix depositor bank guarantee pledged in the name of Executive Engineer after completion certificate of work is issued.

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

3. 2% of the amount eligible for the payment of bituminous items shall be withheld till the miscellaneous items like earthwork in embankment/cutting for side shoulders, side gutters, kilometer/indicator/guard stone, sign board etc. are completed in all respect by the contractor. After completion of the miscellaneous items, the above said 2% withheld amount shall be released.

4. Setting up of adequate laboratory & deployment of quality engineer.

The contractor shall have to set up the laboratory with adequate equipment. Till the setting up of adequate laboratory is completed & reported of this to the engineer (subject to due verification by engineer representative) by contractor in writing, Rs. 2,00,000 shall be withheld. The qualified quality engineers shall be deployed exclusively for this contract by the contractors. If quality engineer is not deployed by contractor within one month after the date of work order, the amount equivalent to Rs. 15,000 per month shall be recovered till the actual deployment of quality engineer. The amount so recovered towards the deployment of quality engineer shall not be refunded.

5. Asphalt work will have to be cross checked as per G.R.No.RGN/60/2006/35/C dtd.31/5/07 before final bill is paid.

6. Amount put to tender above Rs. 5.00 lacs, specification board with all respective details affixed on site and report with photographs submit to concern office. If contractor fails to submit report to concern office, concern office must be recommended to deduct amount from bill as per Govt. Resolution No.TNC-1090-24-Sa Part file Dtd.05-03-2011.

Signature of contractor

Executive Engineer
R.&B.Division
Porbandar

«6cTfNuuuuT'+u',«TnCEncFutYT
FuNnu+]9nFctFtT.

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| n | 9nFcu £uF£:ztuuLt]eoCu-a- LTF. no]e]enno (LCu:- Ln£FnrtuF TF.eo]ou]enCu uFLnuF£<uF'£ui9nFc) | u ,LFuFuufz:zt«uFhtL9'£`CFniuFLYtcL,£ncFu'«'utHi«c _£ ncF tFtT. |

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 u`EF0uutu:zuCiu,T`cFEFuif`NcX`bF EFLHt,cfuttFTTYFtt-nEnFnuFE,ih-eCuHtL:z9un -HFnCfNuF -HunutCFHnt
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unnuN

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- e. OFunEFu cFLF EFui uFz` CcY:zFn nzuiTFocT u,EcTFuC,fOFun H` ntOF-untufYtuntCcFuF' uic,Ciu, cuF' -HfnCfnCcFnF
 nH,EncFuF' uic,OFunuF«zuFLutH`T`ntOFuntCcFnFH«zuFL:uEncFuF' uic,e',T`unf-ntOF.untufLYtEuF'tFCH
 :zFnnzuTFocTu,EccFuFuFcX.H`EFuiF' uFuFTt(duiz0)OFuncFuncFuF' uic,Ciu,T`cFNE:LFuFH`tCnunOFunuFuFT
 EncFuFuFc,Ciu T`uiYinf.h0-duiz`nutTuFu LFutE EF«Li uEFLt, uiYinf.h00t, CcFnF -duiznuFLYtuntC
 EuFutNc«TiuiuEFL6tEuF'tFCH:zFnnzuTFocTu,EccFuFuFcX.
- n. H` EFuiF' czuteFu`EF0u ut u:zu:uLtOtEXuuuF6%,fgzufuteFt« Ent EncFut Ciu e',T`uF' CcYt %,fgzufYtH` uztntu,
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 -HfnCfnCcFnFcuteFu`EF0uu,
 uteft«Li:z9unEncFuFuFcXTiTu,u,ec6,EncFuFuFcXuCt,uuEnFnuFu«tC,TuiLFu«»,i,cFuFnCX`.
- C. n:TF]u,iufEFuiufuz,euut,«tz,n`TtNc«n`uF`cunFXufzLtitTEFuuf,E -HunRtCcFnFuFuztntu,uFz`uF':+iTu'H,n
 EncFuthi«c».e.Cn`EEFuuf`cunFTFuz,euut,«tz,uFz,n`Ttc«n`u:~iTEFuutX~uFTuFu'H,n
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ANNEXTURE-‘A’

TECHNICAL REQUIREMENT OF DRUM MIX PLANT

COMPOSITION OF PLANT:-

The Continuous Batch mix plant shall conform generally to I.S. Specifications No. IS: 3066 / 1965 as amended from time to time and shall be equipped with the following arrangements.

1. **COLD AGGREGATE FEEDER :**
The cold aggregate feeder shall have minimum three independent bins or compartment, each provided with accurate mechanical pre-determined rate to cold conveyor or to some intermediate conveyor or directly into the dryer. The feeder shall provide for the adjustment of total and proportional feed and shall be capable of being locked in any setting.
2. **DRYER:-**
The dryer shall be capable of continuously agitating the aggregates while heating to the desired temperature. At the discharge end of the dryer or any other suitable location means shall be provided for ascertaining the temperature of the heated aggregate.
3. **SCREENING UNIT AND GRADATION CONTROL :-**
The dried aggregates shall be screened into not less than three sizes, the plant shall include means for accurately proportioning, each size of aggregate either by weight volumetric measurement. The gradation control is by volume, the unit shall include feeder mounted under the compartment bins, each bin shall have an accurately controlled, individual gate to form an office for proportioning the material drawn from each respective bin compartment. The office shall have positive mechanical adjustment and provided with a lock. Indicator shall be provided on each gate to show the opening in centimeters.
4. **MIXER UNIT :-**
The plant shall include a mixer of an approved twin shaft pugmill type capable of producing a uniform mix. If not enclosed, the mixer box shall be equipped with a dust hood to prevent loss of fines.
5. **MINERAL FILLER SUPPLY UNIT :-**
There shall be an independent arrangement to feed mineral filler directly into the pugmill. The hopper to bin for mineral fillers shall provide for adjustment proportion the feed with the aggregate and binders and shall be capable of being located in any setting.
6. **BITUMEN HEATING :**
A heating system for bitumen always with effective and positive control of temperature shall be provided to maintain proper temperature and for allowing continuous during the entire operating period. Suitable arrangements shall be provided for recording the temperature at the tanks and in the circulating system.
7. **SYNCHRONIZATION :-**
For synchronization of aggregate, bitumen and filler feed, satisfactory means shall be provided to effect positive entire-locking control between the flow of aggregate from the bins or compartment flow bitumen from the tank and flow of mineral filler.

Signature of Contractor

*Executive Engineer
R.&B. Division P
ORBANDAR*

ANNEXURE-B

ADDITIONAL REQUIREMENT FOR CONTINUOUS BATCH MIX PLANT AND

PAVER FINISHER AS PER M.O.S.T. SPECIFICATION.

(INDIAN REVISION-FEBRUARY-1988)

- a) Cold aggregate feed system for providing blended aggregate in the correct proportion (called cold bin feed arrangement)
- b) Relating cylindrical dryer drum fitted with suitable burner capable of heating the aggregate to the required temperature with a suitable unbrunt fuel or carbon residue on the aggregate and to reduce the moisture content of the aggregate to the specified minimum level.
- c) The dryer unit shall be fitted with approved type of thermometric instruments at appropriate places so as to indicate or automatically record/register the temperature of heated aggregate before adding/mixing the binder.

d) GRADATION CONTROL

Except in case of Continuous Batch mix plant, other two types of plants mentioned above shall have:

- i) A screen unit for accurate sizing of hot aggregate and feeding the same to mixing unit by weight or volume control as per the specified job mix formula.
 - ii) A paddle mixer unit shall be capable of producing a homogeneous mix with uniform coating of all particles of the mineral aggregate with binder.
- e) In case of drum mix plant, the cold feed system shall have variable speed belt conveyors or other suitable devices for regulating the accurate into an even feed flow automatically from a central operating control cabin. **BITUMEN CONTROL UNIT**

Capable of measuring/metering and spraying required quantity of bitumen at specified temperature with automatic synchronization of bitumen and aggregate feed.

FILLER SYSTEM

Fines feed system suitable to receive bagged or bulk supply of filler materials and its incorporation to the mix in the correct quantity shall be a necessary auxiliary.

DUST CONTROL

A suitable built-in dust control equipment for the dryer to contain the exhaust of fine dust into atmosphere for environmental control, wherever so specified by the Engineer.

Suitable auxiliary bitumen boiler of adequate capacity with self-heating arrangement and temperature control device. The boiler shall be fitted with temperature indicating instruments.

REQUIREMENT FOR ESSENTIAL FEATURES FOR PAVER FINISHER

- (a) Loading hoppers and suitable distributing mechanism.
- (b) All drives having hydrostatic drive/control.
- (c) The machine shall have a hydraulically extendable screed for appropriate width requirement.
- (d) The screed shall have temping and vibrating arrangement for initial compaction to the layer as it is spread without rutting or otherwise marring the surface. It shall have adjustable amplitude and infinitely variable frequency.
- (e) The paver shall be equipped with necessary control mechanism so as to ensure that the finished surface is free from surface blemishes,
- (f) The screed shall have internal heating arrangement 20mm thick M.S.S. can be laid by means of self propelled mechanical paver with suitable screeds capable of spreading, temping and finishing the mix true to the specified lines, grades and cross section.

Signature of Contractor

***Executive Engineer
R.&B. Division P
ORBANDAR***

ANNEXTURE-“C”

SPECIALCONDITIONFORBITUMINOUSSURFACEWORKWITHUSEOFDRUMMIXPLANTANDPAVER FINISHER.

- [1] The Continous Batch Mix Plant and accessories to be used forth work shall be conformity with the specificationsprescribedvideGovt.ofIndiaMinistryofTransportCircularNo.RW/RMP/1613784Dtd.01- 01-87.TheplantsshallbeequippedwithallunitsandaccessoriesasperlatestI.S.3066/1965asaendedfrom timetotime.Thecontractorswillhavetomodifytheirplantssuitablewithinaperiodofsixmonthsfromthe dateofissueoflatestI.S.specificationorcodes (asperapplicableonthelastdateofissue ofthe tenders)
- [2] ThecontractorshallinvariablygetthejobmixformulaforthemixapprovedbytheEngineer-in-chargebefore starting the work.

Signatureof Contractor

*ExecutiveEngineer
R.&B.DivisionP
ORBANDAR*

ANNEXTURE-“D”

(ASPERGOVT.INR.&B.DEPARTMENTCIRCULARNO.SNR/1099/IB/91(9)/5DT.26-07-1999

The contractor shall have to provide a permanent structure laboratory at a site of at least 25.00 Sqm. Area with provision of water and light facilities.

The contractor shall have to provide following asphalt testing instruments in the laboratory.

| | | |
|-----|-----------------------|----------|
| [1] | Penetration Test. | I.S.1203 |
| [2] | Softening point Test | I.S.1205 |
| [3] | Ductility Test | I.S.1208 |
| [4] | Viscosity Test | I.S.1206 |
| [5] | Specific gravity Test | I.S.1202 |

The above instruments shall be as per I.S. and they shall be calibrated regularly and in working condition.

Note :-

1. Annexure-A-B-C & D attached shall be applicable for Drum Mix Plant paver & its condition.
2. The Asphalt shall be brought by the Agency at his own cost and shall transport the bulk asphalt at plant site. The work site at his own cost and shall have to make satisfactory arrangement at his own cost as directed by the Engineer-in-Charge.
3. The bitumen shall be of 80/100 grade satisfying the requirement of I.S. 73.
4. The material (Metal murrum) supplied on site by the agency shall be cross checked by another Deputy Engineer as per rules before spreading the collected materials.

Signature of Contractor

***Executive Engineer
R.&B.Division P
ORBANDAR***

SPECIALCONDITION

INSTRUCTIONTOBIDDER

1.0The bidder shall submit Demand Draft for tender Fee and Exemption Certificate of DD/FDR/BG of Nationalised/ScheduleBankofEMDasmentionedintenderdocumentinfabouroftheExecutiveEngineer, R. & B. Division, Porbandar payable at Porbandar in electronic formate only trthough online by scanning However,forthepurposeofrealizationofDD/FDR/BGthebiddershallsubmittheDDforTenderFeeand DD/FDR/BG/ExemptionCertificateforEMDinoriginalofficeoftheSuperintendingEngineer,R.&B.Circle No.-2, Rajkot at the time ofTenderopening orthrough R.P.A.D./ SpeedPostso as to reach the office of the Executive Engineer, R. & B. Division, Porbandar within 7 (Seven) days from the date of Opening of bid. Peneltative action for not submitting DD / FDR / BG / Exemption Certificate in original to the Executive Engineer by bidder shall be initiated. Moreover, other necessary documents for biding such as valid RegistrationandCategoryCertificate,ValidBankSolvencyCertificate,partnershipdeed,powerofattorney etc. shall be submitted in electronic format only through online by scanning and hard copy will not be accepetedseparately.

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LuGFufuJfFuJ,e.H`³uFG,C **GST**GFGJF SnrFLuF uGLFns`n unJF nJGTte.s`n
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SpecialCondition

Subsequent to the implementation of **GST** from 01/07/2017. The taxes applicable in this work will be as per the norms mentioned in the **GST**. The instruction given by the Secretary Roads and Buildings deptt. Govt. of Gujarat, vide letter dated :03/07/2017 are included in this tender. Keeping in view these instruction,

- (1) All the rates quoted by the bidder will be treated inclusive of all applicable govt. taxes and **GST**.
- (2) Extra claim on account of any Govt. tax including **GST** will not be entertained by the state Government.

Special Condition

The unit rates of controlled cement concrete items for RCC work of Mix M-15, M-20, M-25, M-30 and M-35 included in tender are taken considering cement consumption as shown below in Table – A.

Table –A

| Sr. No. | Grade of Controlled Cement Concrete | Cement Consumption as per SOR in Kg / Cum | Remarks |
|---------|-------------------------------------|---|---------|
| 1 | M-150/M-15 | 290 | |
| 2 | M-200/M-20 | 360 | |
| 3 | M-250/M-25 | 380 | |
| 4 | M-300/M-30 | 410 | |
| 5 | M-350/M-35 | 425 | |

The contractor has to submit the mix design for different grades of Cement Concrete at his own cost as per norms from the Govt. Laboratory, before execution as directed and the same shall be got approved from the Engineer-in-charge. The rate of RCC items tendered by the contractor shall be reduced according to the cement consumption of the approved mix design. If the cement consumption of the mix design is less than as prescribed in Table-A, the recovery shall be made for the difference of lesser consumption of cement valued at the star rate of cement mentioned in Clause-59. The condition is also applicable to the (i) Excess quantity for RCC items & (ii) Extra item list. The condition is to be followed in addition to clause-14. This condition is not applicable to Ready Mix Concrete items.

If there will be any change in grade of concrete items, only the cost difference of cement will be debited / deducted from concern item as per mix design.

Executive Engineer
R.&B.
Division PORBANDAR

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- (e) unnunSraFS:stuGLt-nnzz-uui-C«-(e«)-LTF.nC-eo-e«z«
- (n) unnunSraFS:stuGLt-noon-(ea)-LTF.nz-oa-nooC
- (C) unnunSraFS:stuGLt-eo-noeC-(a)-LTF.z-z-noea
- (a) unnunSraFS:stuGLt-eo-noeC-(a)-LTF.no-oe-noez

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ANNEXURE-7

(A) Special Clause-II:

Special Conditions of the Contract

Free Maintenance guarantee period of Four years.

- (1) The contractor shall have to give **Three years** free maintenance guarantee (*) from the certified date of completion. **During this period the contractor shall have to repair the damaged portion of the B.T. surface of road at his risk and cost as per direction of Engineer in Charge. If B.T. surface during maintenance period of 3 years is worn out then agency shall have to provide renewal coating as per tender item as directed by the Engineer in Charge. The amount equivalent to 5 % of each running bill shall be withheld and will be released after the free maintenance guarantee period (i.e. 3 years) is over.**

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

(*) For works having renewal coat i.e. MSS/Seal Coat/ SDBC / BC etc the FMG will be 1 Year.

- (2) Physical Properties of aggregates under no circumstances shall exceed the allowable limit set forth in the relevant clause for the material in question.
- (3) **2% of the amount eligible for the payment of bituminous items shall be withheld till the miscellaneous items like earthwork in embankment / cutting for side shoulders, side gutters, kilometer/indicator/guardstones, signboard etc. are completed in all respect by the contractor. After completion of the miscellaneous items, the above said 2% withheld amount shall be released.**

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

- (4) **Videography for the surface under Maintenance Guarantee is to be done as per Govt. letter No.: SSR/10/2015-16/26/C, Dtd. 26/11/15 for the work costing more than Rs. 5.00 Crore.**

- (5) Setting up of adequate laboratory & deployment of quality engineer.
The contractor shall have to set up the laboratory **within 3 days after receiving Work Order** with adequate equipment. Till the setting up of adequate laboratory is completed & reported of this to the engineer (subject to due verification by engineers representative) by contractor in writing, Rs. 2,00,000/- shall be withheld. The qualified quality Engineers shall be deployed exclusively for this contract by the contractors. If quality Engineer is not deployed **within 3 days** by contractor after the date of work order, the amount equivalent to Rs. 15,000 per month shall be recovered till the actual deployment of quality engineer. The amount so recovered towards the deployment of quality engineer shall not be refunded.
- (6) Asphalt work will have to be cross checked as per G.R.No.: RGN/60/2006/35/C, dtd. 31/05/07 before final bill is paid.

Signature of Contractor

Executive Engineer

Special Clause-III

Special Condition for Bituminous work with use of Drum Mix Plant and Paver Finisher.

- (i) The Drum mix Plant and accessories to be used for the work shall be in conformity with the specifications prescribed vide Govt. of India Minister of Transport Circular No. RN/RMP/1161384 Dt. 01/01/87. The plant shall be equipped with all units and accessories as per latest IS 3066 / 1955 as amended from time to time. The contractors will have to modify their plant suitably within a period of six months from the date of issue of latest specification or codes.
- (ii) The contractor shall invariably get the job mix formula for the mix approved by the Engineer in Charge before starting of work.
- (iii) Use of vibratory roller to be compulsory.
For the work like earth work, water bound macadam and bituminous items the compaction shall be done with vibratory roller only. The vibratory rollers shall be of standard make and suitable to impart desired degree of compaction. The compaction with the help of static rollers shall not be permitted and no claim whatsoever shall be entertained on this account. Wherever use of the road roller is mentioned in specification/ clause etc in this document shall be treated as use of vibratory roller.
- (iv) Amount to be withheld till miscellaneous items are completed.
2% of the amount eligible for the payment of bituminous items only shall be withheld till the miscellaneous items like earthwork in embankment/ cutting for side shoulders, side gutters. After completion of all the miscellaneous items, the above said 2% withheld amount shall be released.

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(Si•sfSsnGtLct)

Sfuuf, SCHGn
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