

Save Energy for Benefit of Self and Nation"



Madhya Gujarat Vij Company Limited.

Tender Notice No: BD/Civil/HO/Renovation/1st Floor/2026/06/04

Name of Work: - "Renovation of Cabin & toilet Block at Joint Executive Director Cabin
GUVNL 1st floor and Various Misc. Civil work"

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GENERAL INSTRUCTIONS TO THE TENDERERS

1.0 Sealed percentage rate tenders are hereby invited for work of **Renovation of Cabin & toilet Block at Joint Executive Director Cabin GUVNL 1st floor and Various Misc. Civil work**

2.0 The scope of work is explained in Tender Specification. The work shall be carried out according to the enclosed General Conditions, Technical Specifications & such of the working drawings approved by the Company, & drawings issued by the Company, as per the existing site conditions & requirements, the alterations shall be acceptable without any extra claims.

3.0 Tenders must be submitted on nprocure website only and no physical documents are required to be sent except EMD if paid by Demand Draft or Banker's Cheque or Pay Order or Bank Guarantee. Conditional tenders will be outright rejected. Tender must be submitted on time and delay due to any services i.e. internet, nprocure, etc. will not be considered

4.0 Regarding payment of Tender fees:

All the bidders will be required to pay tender fees plus applicable GST as mentioned in the tender document either in Cash (up to Rs. 10,000/- only) at the office address specified in the tender document or by RTGS/NEFT/online.

5.0 Regarding of payment of EMD:

- Bidder/s can pay the E.M.D. amount in CASH (Up to Rs. 10,000/-) at Cash counter of MGVCCL Corporate Office, Vadodara during working days between 10:30 A.M. to 04:00 P.M. and on working Saturday between 10:30 A.M. to 04:00 P.M. before the due date and time for submission of tender. Bidder must be uploaded the **original** copy of money receipt of EMD fee payment in preliminary stage.
- **If the EMD amount is more than Rs. 3 Lakhs**, Bidder/s can pay the E.M.D. amount by way of **RTGS/NEFT/ONLINE /DD/Banker's Cheque/Pay order/Bank Guarantee**. The EMD amount paid by RTGS/ NEFT/ONLINE **mode should invariably mention the Tender Number** and The scanned copy of **original documents** (i.e. receipt of payment transfer through RTGS/NEFT/ONLINE mode/DD/Banker's Cheque/Pay order/Bank Guarantee) must be uploaded at preliminary stage & **original copy of the same will have to be submitted in physical in Sealed cover stating "EMD cover Documents"** at the office address specified in this tender documents within 5 days of Bid opening **by Speed Post or RPAD only.**

If EMD amount is paid by DD (i.e. demand draft)/ Banker's Cheque then it is in favour of "**Madhya Gujarat Vij Company Limited**", Payable at Vadodara.

- a) *The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of **Gujarat State** and holding subsequent registration with CSPO / NSIC / DGS&D, Registration Certificates for the item under Tender will be eligible for exemption from payment of EMD on **upload of duly notarized original copies of minimum one certificate from group A & B (i.e. one certificate from group A & one certificate from group B)** for availing exemption in payment of E.M.D. (This is mandatory).*

Group A		Group B	
1	UDYAM Registration Certificate	1	CSPO Registration Certificates

		2	NSIC Registration Certificates
		3	DGS & D Registration Certificates

Note: In view of Ministry of Micro, Small & Medium Enterprises, Govt. of India, New Delhi notification S.O. 2119(E) dated 26th Jun, 2020 and subsequent amendments, **Only “UDYAM REGISTRATION CERTIFICATE”** out of SSI/MSME part II/Udhyog Aadhar Memorandum/Udyam Registration certificate shall remain valid from 1st July-2022 OR from the date as amended in future by the with time to time Notification issued from Ministry of Micro, Small & Medium Enterprises (MSME), Govt of India.

b) The Certificates should indicate the manufacture of items offered. In case of UDYAM REGISTRATION CERTIFICATE / Udyog Aadhar Memorandum, it should indicate the manufacture of related group of item.

Also take note that, if the EMD be paid by way of Bank Guarantee, the validity of Bank Guarantee must be for **6 Months** from the last date of submission of the bid for this tender.

This is mandatory.

Note: 1. Bank Guarantee of Rs. 50,000/- and above must be signed by Two Bank Official Jointly.

2. Designation of the officers must be mentioned clearly.

3. Place and Date of execution must be mentioned.

4. Official round seal of the bank is mandatory.

The item wise amount of EMD to be paid by the Bidder is shown in schedule-A of tender documents. The bidders have to pay total amount of EMD for the offered item/s, for which they participate in the tender. Bidder should state the breakup of quoted item/s and EMD paid for the same on letter head and upload the same in Preliminary Stage, **without which, their offer is liable for rejection, If applicable.**

Sr. No.	Item Description	Tender Qty.	Qty. offered	EMD Amount	MSME (Yes or No)
1					
2					
Total Amount of EMD submitted					

6.0 The bidders shall note that no deviations from the technical specifications or commercial conditions with this bid are acceptable & it will be presumed that the bidder agrees entirely with the specifications & general terms & conditions of the contract.

7.0 Tenders received after time & date specified in the tender notice will not be accepted, in any case.

8.0 The work shall be completed within the period stipulated in the contract. However it may be noted that drawings shall be released progressively & site clearance arranged accordingly to the progress of work at site. Therefore the contractor has to organize & coordinate the works to suit these. In the event of any delay due to the above or due to any other reason not attributable to the contractor, reasonable extension in

the completing the work may be given at the discretion & as decided by the Company but no compensation or idle charges will be paid to the contractor on this account under any circumstances.

- 9.0** The Company reserves the right to accept any tender irrespective of whether it is lowest or not or to reject all the tenders without assigning any reasons there of. Tenders departing from the technical Specification or the method of bidding in a radical manner may also be rejected.
- 10.0** The tenderers shall be presumed to have carefully examined the drawings, conditions & specifications of the work & to have acquainted themselves with all the details of the site conditions, scope of work, locations, materials, geological & weather conditions/characteristics, labour conditions & in general necessary information & data etc. pertaining to & need of the work.
- 11.0** On acceptance of the tender the name(s) of the accredited representative(s) of the tenderer who would be responsible for taking instructions from the Engineers of the Company shall be communicated to The CE(Projects), Madhya Gujarat Vij Company Ltd Corporate Office, Sardar Patel Vidyut Bhavan, Race Course, Baroda.
- 12.0** The prices should be inclusive of all applicable taxes excluding prevailing GST payable extra. All royalties, sales tax, toll tax, local tax, development charges & any other taxes Works Contract taxes etc. in respect of this contract shall be payable by the contractor & Madhya Gujarat Vij Company Ltd. will not entertain any claims whatsoever in this aspect. Any statutory variation in future towards the abovementioned taxes that shall also be payable by the contractor & Madhya Gujarat Vij Company Ltd. shall not entertain any claim of whatsoever nature, during or after the completion of this tendered work. Proof of such payments made by the Contractor to the appropriate departments shall be produced to Madhya Gujarat Vij Company Ltd. failing which appropriate amount shall be withheld on getting information / instruction the concerned departments.
- 12.0A - Goods & Services Tax (GST):**
MGVCL GST Registration No. is 24AADCM7439H1ZE
- The firm prices are exclusive of Goods & Service Tax as applicable. The amount and rate (%) of GST as applicable should clearly be indicated separately. (GST means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations).
- Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Contractor. However, any refund received by the contractor on account of GST charged from the Company; such refund shall have to be passed onto the Company, along with interest if any. Such refund along with interest needs to be passed on suo-motu by the contractor.
- Further, the Company has a right to recover the amount Of GST along with penal interest at the rate of 15% per annum or interest/fees and penalty charged under GST Law, whichever is higher if GST charged is not paid / short paid to the government or failed to upload the details or uploads inaccurate particulars on GSTIN portal by the Contractor within the stipulated time limit.

12.0B - STATUTORY VARIATION:

Any statutory increase or decrease in GST as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to the offer if it takes place within the original contractual completion date will be to COMPANY's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to COMPANY.

- 13.0** The Bidder should produce audited copies of the Balance sheet with profit and loss account for last three Financial Years i.e. (2022-23 to 2024-25). Average Annual financial turnover during the last 3 financial years, ending 31st March of the previous financial year should be at least 30% of the estimated cost.
- 14.0** This specification is intended as a general description of quality envisaged for materials & workmanship & of the finished work. It is not intended to cover minute details. The work shall be executed in accordance with the best modern practice & to the complete satisfaction of the Company. Special techniques approved by the Company shall be used if & where found necessary. This specification shall have precedence if anything contrary to this is stated elsewhere in the contract documents, the Company's decision shall be final & binding to the contractor on any issue arising out of such discrepancies.
- 15.0** No deviations from the Terms & Conditions of the Contract & / or Technical Specification stipulated in this Contract shall be permitted & the tenders received with deviations shall summarily be rejected.
- 16.0** The successful contractor will have to sign an agreement as per the Madhya Gujarat Vij Company's rules on stamped paper & the necessary stamp duty charges shall be borne by the contractor.
- 17.0** The bidder shall carefully study the work to be carried. The Company will not pay any extra or rate for any reason in case the contractor claims, after acceptance of contract, to have misjudged the site condition.
- 18.0** The percentage quoted shall include cost towards of all materials, & machinery including equipments, fixtures, labour, constructional equipments, fuel, scaffolding, staging, ramps, walkways, approach and haul road, temporary works, etc. bearing permanent or temporary nature necessary for the completion of the work in all respects, except for those items specifically mentioned to be furnished by the Company. The contractor must also arrange for the transport of materials & include all such costs in the rates quoted by him for finished work.
- 19.0** During the execution of the work if it is found that the work is not progressing as per the Scheduled Progress Program, approved by the Company & planned by the Contractor, due to the reasons attributable to the Contractor suitable action shall be taken as per Clause No.3 & 4 appearing in the Company's prescribed Booklet for "Tender & Contractor for Works"
- 20.0** The contract or any part thereof shall not be subject to change without the written permission of the CE (Projects) Madhya Gujarat Vij Company Ltd Corporate Office Sardar Patel Vidyut Bhavan Race Course Baroda or his authorized representatives.
- 21.0** Tender shall remain open for acceptance for a period of 180 days from the date of Technical bid opening & during this period no bidder shall be allowed to withdraw his tender. Any such withdrawals, during the said period will entail forfeiture of the earnest

money deposited with the tender.

- 22.0** Further information required, if any, can be had from the office of The CE (Projects) Madhya Gujarat Vij Company Ltd, Corporate Office, Sardar Patel Vidyut Bhavan, Race Course, Baroda. But it must be clearly understood that the tenders must be received complete in every respects by the due date & time.
- 23.0** The notice inviting tender, general instructions to the contractors & all documents of this tender shall form part of the contract.
- 24.0** The contractor will have to make his or her own arrangement of electric power required for construction activity and fabrication activity. However, if Company supply electric power then in that case it shall be given at one point on chargeable basis as per Company's rules. Further distribution will have to be carried out by the contractor as per requirements at their own cost. The necessary consumption charges will be recovered as per the tariff rate of Madhya Gujarat Vij Company Ltd. from time to time as per Company's rules.
- 25.0** The contractor will have to make his or her own arrangement of water required for construction activity. However, if Company supply water then in that case it shall be given at one point on chargeable basis as per Company's rules. The recovery towards consumption of water, if Madhya Gujarat Vij Company Ltd supplies construction water, shall be affected at the rates prevailing, during that period of consumption, in the Madhya Gujarat Vij Company Ltd.
- 26.0** Work under this contract shall be completed in all respects within time limit specified in Advertisement from the date of Letter Of Intent [LOI]. However, interim milestones To be jointly fixed after issue of LOI.
- 27.0** No escalation towards labour and material / fuel shall be paid in this execution of contract. Price quoted shall be firm. Contractor shall pay minimum wages to his labourers as per the Minimum Wages Act, 1948 & rules there under as applicable from time to time in pursuant To the State Government notification. The concerned contractor shall submit the details of The payment with due certificate of LWO/IRO of the Company.
- 28.0** Each tenderer shall also submit a Declaration to the effect that tenderer is an engineering Construction firm or an association of firm. Information should be also given regarding the Constitution of the firm; it's authorized, subscribed & paid up capital, the date & place of Registration, the place of business, the names of the directors & other relevant information.
- 29.0** In the case of non-Indian firms the declaration should also include an undertaking to the Firm registered, within three months of the date of notice of the acceptance of the tender.
- 30.0** Failure to so, as required in above clauses, in registering the firm after due notice, the Tender acceptance is liable to result in the annulment of the tender with forfeiture of the Earnest money deposit & other penalties that may be leviable under the conditions Specified in tender & contract documents.
- 31.0** Each tender shall contain the name, residence & place of business of person or persons Making the tender & shall be signed by the tenderer with his usual signature with seal of The company.
- 32.0** Tender by partnerships shall furnish the full names of all partners. It shall be signed with The partnership name by one of the members of the partnership or by an authorized Representative followed by the name & designation of the person signing.

- 33.0** An attested copy of the constitution of the firm with the name of partners shall be furnished. Whenever, whether in submission of the tender or later in other matters, the signatures are made by one person on behalf of Directors or a firm or a corporation, an attested copy of the resolution of the partners or of law shall be supplied by the tenderer authorizing Witnesses & sureties shall be persons of status & probity, & their names, occupation & address shall be stated below their signatures. All signatures shall be dated.
- 34.0** Tenders by corporation shall be signed with the legal name of the corporation followed by the name of the state of incorporation & by the signature & designation of the president, secretary or other person authorized to bind it in the matter with rubber seal of the company.
- 35.0** Company reserves the right to delete any item of Schedule-B for which contractor shall not have any right to claim on this account.
- 36.0** The quantities in the attached Schedule-B are estimated quantities & may vary on execution up to any extent for individual items but overall shall remain within +/- 25% (Plus or Minus 25%) of the total contract value. The rates shall be firm for any such variations.
- 37.0** Each tender should be accompanied by a Latest Bank Solvency Certificate, not older than 12 months, for a minimum amount of 20% of the estimated cost of the work, issued by a bank listed in the Government of Gujarat Finance Department's GR (for Bank Guarantees) issued from time to time."
- 38.0** The Bidders shall study the Conditions of site & shall resort to dewatering, where necessary, by appropriate methods & maintain reasonably dry areas to work at.
- 39.0** The Contractor shall prepare all required roads to execute various items of this Contract & arrange all transport of materials & all such costs shall be taken care of while quoting the rates. No extra payments shall be admissible towards such costs. On completion, this shall be cleared if asked by MGVCCL at no extra cost.
- 40.0** No idle charges shall be entertained by Madhya Gujarat Vij Company Ltd for any site conditions or any circumstances.
- 41.0** The Contractor shall take all requisite & necessary care to observe that no damage is occurred to the Existing structures, if any. **For any damage to the Existing Structures of Madhya Gujarat Vij Company Ltd, the Contractor shall be held responsible.**
- 42.0 The Bidders shall note:**
- I. Percentage rates quoted shall cater for the cost of all materials & labour Including all leads & lifts, tools, plants, consumables such as but not limited to fuels, lubricants, etc. cost due to mobilizing / demobilizing, temporary / Permanent constructions
 - II. Percentage rates quoted shall include for the details of constructions, which are obviously & fairly intended & which may not have been specifically referred to in these documents but are essential for the satisfactory Completion of the work.
 - III. Percentage rates shall be firm for variations up to any extent for individual items but overall shall remain within +/- 25% [PLUS OR MINUS 25%] of the total contract value.
 - IV. No price escalation on any account, will be payable.

43.0 Tenders, which do not fulfill all the above conditions & those specified in the documents attached with this contract document or incomplete in any respect, are liable to rejection.

44.0 The contractor shall have a separate Provident Fund Code of RPFC in the name of company. The contractor, who does not possess such separate P.F. code, shall not be considered for acceptance of tender. The contractor has to submit such certificate showing P.F. Code along with tender.

45.0 Effect and validity of Bid: The submission of any bid connected with these document and specification shall constitute an agreement that bidder shall have no cause of action or claim against the MGVL for rejection of his bid. The owner shall always be at liberty to reject or accept split any bid or bids at his sole discretion and any action will not be called into question and the bidder shall have no claim in that regards against the owner.

46.0 Site visit: The bidder is advised to visit the site and examine the site condition. Where in the work is proposed to be carried out and to get himself fully acquainted at his own responsibility for all information that may be necessary for quoting the tender bid (Proforma given in appendix-V shall be filled and submit along with tender) and entering into contract. All cash and liabilities arising out of the site visit shall be at bidder account.

47.0 Recoveries:

- I) In case of any damage to equipment/machinery or structure/building of MGVL or any public property due to negligence's of contractor or any other reasons attributed to contractor the decision of E.I.C. regarding the amount of recovery shall be final and binding.
- II) If the contractor fails to execute the work as per direction of E.I.C. within the time frame given MGVL shall get the work done through any other contractor and the cost of execution of such work along with 15% overhead charges shall be deducted from contractor monthly bill over and above recovery as per rules.

48.0 Any information, dossier or revised offer once submitted during or after the date of submission of tender shall not be accepted.

49.0 The tender must reach to the office of **The CE (Projects), Madhya Gujarat Vij Company Ltd, Corporate Office, Sardar Patel Vidyut Bhavan, Race Course, Baroda** on or before due date and time of submission mentioned in tender notice. Any tender received after the due date and time of submission shall not be considered.

50.0 Once the offer submitted will not be returned back for any reason thereof in any case.

Madhya Gujarat Vij Company Limited, Corporate Office, Vadodara

ELIGIBILITY CRITERIA FOR PREQUALIFICATION

Name of work: "Renovation of Cabin & toilet Block at Joint Executive Director Cabin GUVNL 1st floor and Various Misc. Civil work".

Bidder should be register in proper class as per tender notice having experience of executing similar work. He should have sufficient financial strength required to complete the project.

The following documents/details are mandatory to submit along with Technical Bid:

1. Contractor should submit evidence of having work experience in the form of work completion certificate of executed works under single contract as main contractor of similar nature with the departments like MGVCCL / GUVNL & Its subsidiary companies / Central government / State Government / Railway / Semi-Government / Public Sector Organization / Public Sector Undertaking. The contractor should submit the satisfactory work completion certificate from respective department / organization. Contractor should produce evidence of experience having successfully completed similar works during last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following:
 - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
Or
 - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
Or
 - c. One similar completed works costing not less than the amount equal to 80% of the estimated cost.

In addition to above, the criteria regarding satisfactory performance of works, personnel, establishment, plants, equipment etc. may be incorporated. Photo copy of orders secured from MGVCCL / GSECL / GETCO / UGVCL / DGVCL / PGVCL / Central / State Government / Railway and/or satisfactory completion certificate from respective department. (Work Completion Certificate is mandatory) (Similar completed works i.e. civil construction work.)

2. Latest Bank Solvency Certificate, not older than 12 months, for a minimum amount of 20% of the estimated cost of the work, issued by a bank listed in the Government of Gujarat Finance Department's GR (for Bank Guarantees) issued from time to time."
3. Separate provident fund code number towards registration of your firm with Regional P.F. commissioner.
4. Contractor should submit evidence as a registered contractor in appropriate class With Govt./Semi. Govt. and registration should be valid on date of opening of Price Bid.
5. Bidder must produce the copy of full set of Audited / CA Certified Accounts & Financial Turnover of last three (03) financial years (i.e. FY 2022-23 to FY 2024-25) mandatorily mentioning on the Audited Accounts. The original scanned copy of same should be uploaded in technical stage of online/e-tender. Average Annual financial turnover during the last 3 financial years, ending 31st March of the previous financial year should be at least 30% of the estimated cost.
6. Attested copy of Power of Attorney, if any, for signing the bid documents.

Seal & Sign of Contractor

Executive Engineer O&M

7. Copy of PAN card in the name of bidder.
8. Party must have GST Registration and should submit certified copy of the same.

9. Conflict of Interest among Bidders/ Agents (Annexure A)

A Bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead anti- competitive practices to detriment of procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have conflict of interest with one or more parties in this bidding process for particular quoted item, if:

- a. They have proprietor/ partner(s) / Director(s) in common; or
- b. They receive or have received any direct or indirect subsidy / financial stake from any of them; or
- c. They have the same legal representative / agent for purposes of this bid; or
- d. They have relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another bidder; or
- e. B i d d e r participates in more than one bid in this bidding process. Participation by abider in more than one bid will result in disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly / assemblies from one bidding manufacturer in more than one bid.
- f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tenderer enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf;
And
 2. Indian / foreign agent on behalf of only one principal.
- g. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h. In case of holding company having more than one independently manufacturing units, or more than one unit should quote. Similar proactively declare such sister/ common business/ management unit in same/ similar line of business.
- i. Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.
- j. Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have conflict of interest with other bidders, where bidders are asked to quote rates for all tender items i.e. rates are called on % age basis, as above.

10. Relationship with employee (Annexure B)

Every bidder should, at the time of submission of bid, give a declaration as under,

"if in any Bidder company/firm, the interest(i.e. Shareholding in company and share in partnership firm) of any employee of the tendering company or his/her relative as defined in section 2(77) of the company's Act 2013 is 10% or more, the tendering company will not deal with such company/firm at all. Tenderer therefore, must specifically disclose this fact in his technical Bid, on-disclosure of such facts would immediately disqualify the tenderer for further dealing with the tendering company."

11. UNDERTAKING IN REGARD TO Stop Deal / Banned for Business dealing/Black List. (Annexure C)

❖ PRICE BID.

Note: Price Bid should be submitted On-Line only and not in physical form.

The technical bid shall be opened on date and time as specified in Tender Notice if possible.

After scrutiny of the technical bid if party fails to fulfill the above requirement for pre-qualification, the price bids of such parties will not be opened. The price bid of qualifying parties thereafter shall be opened on the date and time indicated in Tender Notice, if possible.

The Technical bid should invariably be accompanied with Tender fee and Earnest Money Deposit. in form of Demand Draft/RTGS/NEFT of any Nationalized Bank situated at Baroda drawn in favour of Madhya Gujarat Vij Company Ltd.. The Earnest Money Deposit in any other form shall not be accepted and no interest shall be payable on the Earnest Money Deposit.

The bid envelopes should be clearly super-scribed with Reference Number of Tender, Due date of receipt and Title of Work. The offer should be valid for acceptance for a minimum period of 6 months from the date of opening of technical bid.

**For & On Behalf of MGVCL
E.E. O&M
Baroda Division**

SCOPE OF WORK

The scope of work shall be as follows:

- (1) The work includes "**Renovation of Cabin & toilet Block at Joint Executive Director Cabin GUVNL 1st floor and Various Misc. Civil work**". The scope of work shall be as per drawing attached herewith and as per items described in Schedule-B. Condition of contract, technical specification therein and construction drawing released from time to time as per requirement and as per engineer in charge's directions. The work covered by the specifications shall include furnishing all materials including steel, cement labour supervision, plants and equipments and tools, tackles etc., as may be required for the execution and satisfactory completion of the work.
- (2) You shall be required to perform the work accordance with the final construction and /or additional and general drawings, specification etc., and in a manner acceptable to EIC who shall have power to reject any work or materials which in his judgment is not in fully conformity therewith. You should not make any alteration in the drawings without, prior written approval of EIC. In case of any conflict regarding interpretation of meaning of the drawings or specifications, the EIC shall interpret such meaning which will be final and binding to you. In no case, work shall be proceeded with any uncertainty. All doubts must be clarified with the EIC at once.
- (3) You shall rectify and make good all defective work during the defect liability period as mention in the tender from the date of successful completion of the work.
- (4) All other work not specifically mentioned above/in Schedule-B but indicated in the drawings, which are necessary for the satisfactory completion of the works as a whole.
- (5) For technical specification booklet for MGVCL as well as PWD tenders specification for respective items shall be applicable and binding and same is available in the office for reference. Tenderer is requested to refer the same before filling the tender offer.

For & On Behalf of MGVCL

Executive Engineer O&M

Baroda Division

TENDER AND CONTRACT FOR WORKS
GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTOR

Notwithstanding anything contained to the contrary in the specification or tenders in subsequent exchange of correspondence, the conditions of contract shall be binding on the contractor and any change or variations expressed or implied, however made in the said conditions shall not be valid or operative unless expressly sanctioned by the Company. The contractor shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract herein contained.

01. All works proposed to be executed by the contract shall be noticed in one of the English and one of the vernacular local daily newspapers, stating the work to be carried of as well as the date of submitting and opening tenders and time allotted in carrying out the work. Also the amount of earnest money to be deposited with the tender and the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills.
02. Copies of specifications, design, drawings, estimated rates, scheduled rates and any other documents required in connection with the work which will be signed by the Engineer-in-Charge for the purpose of identifications shall be open for inspections by the contractors at the office of the Executive Engineer during office hours.
03. Whether the works are proposed to be executed according to the specifications recommended by the contractor and approved by a competent authority on behalf of the Madhya Gujarat Vij Company Ltd., such specifications with designs and drawings shall form part of the accepted tender.
04. The tenderers and receipts for payments made on account of any work, when executed by a firm should be signed by all the partners except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of firm including the partners or some other person having authority to do so.
05. The tenderer at shall fill up the usual form stating at what percentage above or below rates specified, he is willing to under take the work. Only one rate or such percentage on all the estimated rates or schedule rates shall be mentioned.
06. Tenderer which propose any alteration in the work specified in the form in invitation to tender or in the time allowed for carrying out the works or which contain any other conditions of any sort, will be liable to rejection.
07. No single tender shall include more than one work, but contractors who wish to tender, for two or more works, shall submit a separate tender for each work. Tender shall have the name and the number of the works, of which they pertain, be super-scribed on the envelope.
08. The Engineer-in-charge or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall there upon, for the purpose of identification, sign copies of the specifications and other documents. In the event of tender being rejected, the officer (Engineer-in-charge) shall authorize the paying officer concerned to refund the amount of the earnest money deposited to the contractor making the tender on his giving a receipt for the return of the money.
09. The officer, competent to dispose off the tenders, shall have the right of rejecting all or any of the tenders, without assigning any reasons thereof.

10. No receipt for any payment alleged to have been made by contractor in regard to any matter relating to tender of the contract shall be valid of binding on the Company unless it is signed by the Engineer-in-charge
11. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Madhya Gujarat Vij Company Ltd. and their rates shall be filled in and completed by the office of the Engineer-in-charge before the tender form is issued if a form issued, to an intending tenderer has not been so filled in and uncompleted he shall request the said office to have this done, before the completes and delivery his tender.
12. All works shall be measured, meet by standard measure and according to rules are custom and usual in the use in the Madhya Gujarat Vij Company Ltd., and no proposal to adopt alternative method will be accepted, the Engineer-in-charge decision as to what is "the usual method in use in the Madhya Gujarat Vij Company Ltd." shall be final.
13. Every contractor shall, except the registered contractor on the approved list of the Company, produced, along with the tender a solvency certificate from the collector of the District within which he resides, of a banker's certificate of his financial stability, if he fails to produce such a certificate his tender will not be considered.
14. All corrections and addition or pasted slips should be initialed.
15. Tenderer shall be deemed to have full knowledge of relevant documents, site conditions etc. whether inspected or not by him.
16. Submissions of tender by a contractor implies that he has read the instructions and condition of contract herein contained and has made himself aware of the scopes and specifications of the work to be done and conditions and rates at which stores materials etc. will be issued to him and local conditions and other factors bearing on the execution of the work.
17. Under no circumstances shall any contractor be entitled to claim enhanced rates for any item of contract without prior sanction of the competent authority.
18. These rules and directions shall form part of the contract.

I/We hereby tender for the Madhya Gujarat Vij Company Ltd. (herein referred as "Company") of the work specified in the under written memorandum within the time specified Schedule B (Memorandum showing items of work to be carried out) and in accordance, in all respect, with the specifications, design, drawings and instructions in writing and as per annexed conditions of contract and agree that when the materials for works are provided by the Company such materials and rates to be paid for them shall be as provided in Schedule A hereto.

Time allowed for the completion of work shall be w.e.f. date of written order to commence the work issued by DE Civil, EIC.

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

CONDITIONS OF CONTRACTS

1. Definitions :

- (a) The Contract means the documents forming the tender and acceptance thereof, together with the documents referred to therein or individual work order in the case of term contract, including these conditions, schedules and / or additional conditions attached to the form of tender or individual work, order, rate schedule, the specifications and the drawings and all these documents as applicable taken together shall be deemed to form the contract.
- (b) The "Tender Document" means the form of tender, the applicable schedules and/or additional conditions and the specifications and/or drawings as issued to the contractors for the purpose preparing tender.
- (c) The expression "works" or "work" when used in the conditions of contract shall, unless there be something in the subject or context repugnant to such construction means, the works or the work contracted to be executed under or in virtue of the contract whether original or altered.
- (d) The "Contractor" means the individual or firm or company, whether incorporated or not, undertaking the works and shall include his or its legal personal representative, successors and permitted assignees.
- (e) "Company" means the Madhya Gujarat Vij Company Ltd. and the "Accepting Officer" means the officer who is authorized to sign and signs the contract on behalf of the "Company."
- (f) The letter "EE" means Executive Engineer who in the case of measurement and lump sum contract, direct the contractor and the letters "SE" means Superintending Engineer" and "C.E." means Executive Engineer O&M who administers and in the case of the term contracts directs the contract.
- (g) The "Engineer-In-Charge" means all officers of the Company appointed by the Executive Engineer O&M to supervise the works or part of the works.
- (h) "Approved" and "Directed" means the approval or direction of the Executive Engineer O&M to Superintending Engineer or the person deputed by him for the particular purpose.
- (i) "B.S." means the "British Standard" as issued by the British Standards institution. "A.S." means the American Standards as issued by the American Standard Institutions and "I.S." means the "Indian Standards" as issued by the Indian Standards Institutions. Wherever the above mentioned abbreviations are preferred to, in the specifications and / or work orders, they mean the addition with all amendments current at the date of issue of tender documents of work orders. In the case of measurement and terms of contracts "Specifications" means those contained in Madhya Gujarat Vij Company Ltd. schedule together with any amendments etc. embodied in the tender documents, "Drawings" refer to those accompanying the tender documents and/or any work orders referred therein.
- (j) The "Contract Sum" means the sum accepted or the sum calculated in accordance with the prices accepted in the tender and/or the contract rate as payable to the contractor for the full and entire executing and completion of works.
- (k) "The date of completion" is the date or dates of completion of the work or any part of the works set out or ascertained in accordance with the individual work orders and the tender documents or any subsequent agreed amendments thereto.

2. Security Deposit

The contractor shall, within 15 days of the issue of Letter Of Intent, pay 5% of contract value as Security Deposit in the form of Bank Guarantee. Where ever Bank Guarantee(s) is/are to be submitted towards SD/ Performance Guarantee against warrantee etc., MGVCL would accept Bank Guarantee issued by a bank listed in the Government of Gujarat Finance Department's GR (for Bank Guarantees) issued from time to time.

Cheques are not acceptable. Corporate Bank Guarantees Not Allowed.

All damages, costs, charges, expenses and other sums which may be or may become due or payable by the contractor to the Company under the terms of the contract may be deducted from the cash in the proceeds of sale of the Securities/Bank Guarantee to deposited (which the officer or person to whom the same may be endorsed as aforesaid is hereby authorized to sell /to encash for that purpose) or from the interest of any such securities or from any sums due or which may become due to the contractor by the Company or from the whole or the balance unpaid as aforesaid of the encash securities so deposited being repaid or transferred and returned as may be to contractor after the date on which the final bill is paid or after the expiry of the date up to which the contractor has to maintain the work in good order whichever is later.

3. Compensation for the delay

The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from the date on which the order to commence the work is given to the contractor. The work shall through out the stipulated period of contract the proceeds with due diligence (time being deemed to be essence of contract) and for delay, the contractor shall pay compensation, an amount equal to half percent per one week for the contract amount of work or such smaller amount as per the decision of the Competent Authority of the MGVCL. However, the total amount of compensation to be paid by the contractor, under the provision of the clauses shall not exceeds 10 percent of the amount of contract value as decided by the competent authority of the MGVCL. The penalty will be invariably deducted from the bills of the contractor and no refund will be given unless the competent authorities approves the reduction on basis of the reasons for delay attributable either to MGVCL or to party, as it deems fit.

4. Action when whole of Security Deposit is forfeited

In any case in which under any clause or clauses of this contract the contractor shall have tendered himself to pay compensation amounting to the whole of his security deposit (whether paid one sum or deducted by installments) or in the case of abandonment for the work owing to serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Company, shall have powers to adopt, (a) below and any of the following courses under (b) and (c) as he may deem best suited to the interest of the Company.

(a) To rescind the contract (for which rescission notice of 10 days) in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence and in that case the security deposit of the contractor shall stand forfeited and absolutely at the disposal of the Company.

(b) To employ labour paid by the Company, to supply materials to carry out of the works or any part of the works debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of this contract and in that case the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

(c) To order that the work of the contractor be measured up and to take such part thereof, as shall be unexecuted, out of his heads and to give it to another contractor to complete, in which case, any expenses, which may be incurred in excess of the sum, which would have been paid to the original contractor, if the whole work had been executed by him as to the amount of which excess expenses the certificate in writing of the Engineer-in-charge shall be final, conclusive and shall be borne and shall be paid by the original contractors and shall be deducted from any money due to him by the Company under the contract or otherwise from his security deposit of the proceeds sale thereof or a sufficient part thereof.

In the event of the above courses being adopted by the Executive Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any works thereof actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such works and the amount payable to him in respect thereof and he only be entitled to be paid the amount so certified.

5. Notice for unsatisfactory progress

If the progress or a particular portion of the work is unsatisfactory the Executive Engineer whose decision shall be final, shall notwithstanding that the general progress of work is satisfactory; be entitled to take action under Clause 4(c) after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such actions.

6. Action in the case of Default by Contractor

If any case in which any of the powers conferred upon the Executive Engineer by Clauses 4 and 5 hereof, shall have exercised and the same shall not have been exercised, the non exercised thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in any further case of default by the contractor for which, by any clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit and liability of the contractor for past and future compensation shall remain unaffected in the event of the Executive Engineer taking action under sub clause (a) or (c) of Clause 4 he may, if he so desires, take possessions of all or any tools, plants, materials, and stores in such upon the work or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work of any part thereof paying for allowing for the same in account at the contract rates, or in the case of a contract rates not being applicable to current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative, the Executive Engineer may by notice in writing to the contractor or his clerk of works, foremen or other authorized agent, require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such requisition to decisions to the contractor failing to comply with any such requisition, the decision of the Executive Engineer as to the expenses of any such removal and the amount of the proceed and expense of any such sale, be final and conclusive against the contractor.

7. Extension of Time Limit

If the contractor shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer and the Executive Engineer may, if in his opinion there are reasonable grounds for granting extension, recommend such extension as he may think necessary or proper. The decision of the competent authority in this regard shall be final and binding to the contractor. Any delay attributed to Company shall be compensated only by way of extending the limit.

8. Completion Certificate

On completion of the work the Contractor shall be furnished with Completion Certificate by the Executive Engineer of such completion but no such certificate shall be given nor shall be the work considered to be complete until works are taken over and/or duly tested and put to operative as the case may be, nor until the work shall have been measured by the Engineer-In-Charge or where the measurement have been taken by his subordinated until they have received the approval of the Executive Engineer the said measurement being binding and conclusive against the contractor.

9. Effect of the Certificate

No payment shall be made for any work estimated to cost less than Rs.1,000/- till after the whole of said work shall have been completed and certificate of completion given. But in the case of works estimated to cost more than Rs.1,000/- Contractor shall on submitting a monthly bill thereof, be entitled to receive payments. Proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and a passing of the sum so payable shall be final and conclusive against the contract. All such intermediate payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done or completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed or re erected nor shall any such payment be considered as admission of the due performance of the contract or any part thereof in any respect of the accruing of the claim nor shall conclude, determine or effect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts otherwise or in any other way, vary or affect the contract. The contractor shall submit the final bill within one month of the date fixed for completion of work, otherwise the certificate of Engineer-in-charge of the measurement and of total amount payable for the work shall be final and binding on all parties.

10. Payment to Contractors.

The rates for several items of works estimated to cost more than Rs.1,000/- agreed to within shall be valid only when the item concerned is accepted, having been completed full, in accordance with the sanctioned specification. In case, where the items of the work, are not accepted, as so completed the Engineer-in-charge, may make payment on account of such items at such reduced rates, as he may consider reasonable in the preparation of final or running accounts bills.

11. Bills.

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

12. Supply of Materials to Contractor.

If the specification of the estimated work provides for use of any special description of material to be supplied from the Company's Stores or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged thereof as here in after mentioned being so far as practicable for the convenience of contractor but not so as in any way to control, the meaning or effect of the contract specified in the schedule or memorandum here to annexed) the contractor shall be supplied with such materials and stores as may be required from time to time be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sum due to thereafter to become due to the contractor, under the contract or otherwise or from the security deposit or the proceeds of sale thereof if the deposit is held in Government Securities the same or a sufficient portion thereof, shall be sold for the purpose. All materials supplied to the contract shall remain the absolute property of Company and shall on no account be removed from the site of the work and shall at all-time be open to inspection by the Engineer-in-charge. Any such materials un used and in perfectly good condition at time of completion or determination of the contract shall be returned to the Company's store if the Engineer-in-charge so requires by notice in writing given under his hands but the contractor shall not be entitled to return any such materials except with consent and he shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto. The contractor shall be responsible for the loss, destruction or deterioration of the materials, stores or articles supplied to him by the Company even if such loss, destruction or deterioration has occurred under any circumstances whatsoever beyond his control as if the materials, stores or articles so supplied were his property.

13. Works to be executed in accordance with specifications, drawings, orders etc.

The contractor shall execute in whole and every part of work in the most substantial and workmanlike manner and both as regarding materials and in every other respect in strict accordance with the specification. The Contractor also shall confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of Inspection at such office, or in the site of the work, during office hours and the contractor shall, also if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

14. Alteration in Specifications and Designs not to invalidate Contracts.

The Executive Engineer shall have powers to make any alteration, or addition to the original specification designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing, signed by the Engineer-in-charge and such alterations shall not invalidate the contract. 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 respect on which he agreed to do the main works, and at the same rates as are specified in the tender for the main work.

Where, however, the works is to be executed according to the designs, drawing 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 tender.

15. Rates for works not entered in Estimate or Schedule of Rate of the District.

If the additional and 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 the rates entered in the Schedule of Rates of the Division or at the rate mutually agreed upon between the Executive Engineer and the contractor, whichever are lower. 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 rates agreed upon then the contractor within seven days of date of receipt by him of the order to carry out the work inform the Executive Engineer for the rate which in his intension to charge for such class of work and if the Executive Engineer does not agree to this rate he shall be noticed 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 advisable provided always that if the rates shall have been determined as lastly here in before mentioned then in such case 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 Executive Engineer. In the event of dispute, the decision of the Superintending Engineer of the Circle will be final.

16. Extension of Time Limit in consequence of Addition or Alteration.

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

No compensation for Alteration in or Restriction of Work to be carried out. If at any time, after the execution of the contract documents the Engineer-in-charge shall, for any reason whatsoever, require the whole or any part of the work, as specified in the tender, to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be in any such case, except as provided here under the contractor shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the execution, of the work in full but which he did not so derive in consequence of the full amount of work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agree to be purchased or for unemployment of labour recruited by him. He shall not also have any; claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of said notice, the Executive Engineer provided they are not in excess or requirement and are of approved quality and /or shall be compensated for the loss, if any, that he may put to in respect of materials agreed to be purchased by him. The amount of such compensation to be determined by the Executive Engineer whose decision shall be final. If the contractor suffers any loss on account of his having to pay, his labour charges during the period, during which the stoppage of work has been ordered under this clause the contractor shall on application be entitled to such compensation on account of labour charges as the Executive Engineer whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges if, in the opinion of the Executive Engineer, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

18. No claim to compensation on account of loss due to delay in supply of materials by Company.

The contractor shall not be entitled to claim any compensation from Company for the loss suffered by him on account of delay by Company in the supply of materials entered in Schedule A where such delay is caused by:

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- i. Difficulties relating to supply of railway wagons
 - ii. Force Majeure
 - iii. Act of God
 - iv. Any other reasonable cause beyond the control of Company including Shortage of materials to be supplied by the Company & difficulties in time by reaching at the site of any materials equipments.

In the case of such delay in the supply of materials, Company shall grant such extension of time for the completion of the works as shall appear to the Executive Engineer to be reasonable in accordance with circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the contractor.

19. Time Limit for Compensation Claims

Under no circumstances, whatsoever, shall the contractor be entitled to any compensation from Company on any account unless the contractor has claimed in writing to the Executive Engineer within one month of the cause thereof.

20. Action and Compensation payable in case of Bad Work

If at any time, before the security deposit is refunded to the contractor, it shall appear to the Executive Engineer or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound or of a inferior quality to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of, may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or any part, as the case may require or if so required shall remove the materials or articles so specified and provided other suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day, not exceeding ten days during which the failure so continue and in the event of any such failure as aforesaid the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of, as the case may be, at the risk and expense in all respects of contractor should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted, or made use of, it shall be within his discretion to accept the same as such reduced rates as he may fix thereof. Provided that in the case of any work of which visible check is not possible, if the Engineer-in-charge or his subordinate in charge of the work feels that such work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, he shall take sample tests at random, cost of which shall have to be borne by the contractor and if after taking such test, part of such work is found to be defective in any respect or to have been executed with materials of inferior quality, then the contractor shall be paid for the whole work such amount as may be fixed by the office of the Engineer-in-charge on the basis of the lowest quality of work found by him in such samples tests.

Explanation: I

Sample Test shall mean:

- (i) In relation to poles fixed as line supports, the token of one pole out of every 100 poles after taking it out from its foundation for inspection.
- (ii) In relation to any other work, such test as may be considered necessary, by the Engineer-in-charge or his subordinate in charge of the work.

Explanation: II

Cost of the sample test shall mean cost incurred for the purpose of taking Samples & test and for restoring tested work to its original condition.

21. Work to be opened to Inspection, Contractor or Responsible Agent to be present.

All works under execution or in course of execution in pursuance of the contract shall at all times be open to the inspection and supervision of the Executive Engineer and his subordinate and contractor shall at all times, during the usual working hours and at all other times at which reasonable notice of the intension of the Executive Engineer or his subordinates to visit the works shall have been given to the contractor, during which period either he should be present to receive order and instruction, or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's duly authorized Agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

22. Notice to be given before work is covered up.

The contractor shall give not less than 5 days notice in writing to the Executive Engineer or his subordinates in charge of the work, before covering up or otherwise placing beyond the reach of measurement of any work, in order that the same may be measured and correct dimensions thereof, taken before the same is so covered up or placed beyond the reach of measurement and shall not covered up or placed beyond the reach of measurement and work without the consent in writing of Executive Engineer or his subordinate in charge of work, If any work shall be covered up or placed beyond the reach without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof, no payment or allowance shall be made for such work, or for the materials, with which the same, was executed.

23. Contractor's Liabilities.

The Contractor shall supply, at his own cost, all materials (except such special materials, if any as may be supplied from the Company stored in accordance with the contract) plant, tools, appliances, implements, ladders, cordage, tackles, scaffolding and any temporary works which may be required for the proper execution of the work., in the original, altered or substituted form and whether included in the specification or other document forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter on which under these conditions, he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work, the contractor shall also supply without charge, the requisite number of persons for setting out works, and counting, weighting and assisting in the measurement of, examinations at the time and from time to time of the work or materials, failing this, the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof the contractor shall provide all necessary fencing and light required to protect the public from accident and shall also be bound to bear expenses of defense of every suit, action or other legal proceedings of law that may be brought by any person for injury sustained. Owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such persons, or which may with the consent of the contractor be paid in compromising any claim by any such person.

24. Contractor Liable for all Damages.

Compensation for all damage done intentionally or unintentionally by contractor's labourer, whether in or beyond the limit of Company's property, shall be estimated by the Executive Engineer, or such other office, as he may appoint and the estimate of the Executive Engineer, subject to the decision of the Superintending Engineer, on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation

demand, failing which, the same will be recovered from the contractor as damages or deducted by the Engineer in charge from any sums that may be due to or become due from Company to the contractor under this contract or otherwise.

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

25. Rescission of Contract and Forfeiture of Deposit.

The contractor shall not assign or sublet, without the written approval of the Engineer-in-charge and if the contractor assign or sublet his contract, or attempt to do so or become insolvent or commence any proceedings to be adjudicated as insolvent or make any composition with creditors, attempt to do so, the Engineer-in-charge may, by notice in writing rescind the contract. Also, if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants, or agents, or any person to the employee of Company in any way relating to his office or employment or if any such officers or persons shall become in any way directly or indirectly interested in the contract, the Executive Engineer may, by 10 day's notice in writing, rescind the contract. In the event of a contract being rescinded the Security Deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Company and the same consequences shall ensure as if the contract has been rescinded under clause 4 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

26. Compensation.

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Company, without reference to the actual loss or damage sustained and whether any damage has not been sustained.

27. Change in the constitution of firm to be notified.

In the case of tender by partners of a firm, the contractor to the Executive Engineer for his information shall forthwith notify any change in the constitution of firm.

28. Works under direction of Executive Engineer O&M.

All works to be executed under the contract shall be executed under the direction and subject to the approval of the Superintending Engineer / Engineer-in-charge for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

29. Decision of Executive Engineer O&M to be final.

Except where otherwise specified in contract and subject to the power delegated to him by Company under the Company's rule, then in force the decision of Superintending Engineer / Engineer-in-charge for the time being shall be final, conclusive and binding on all of the specification, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or material used on the or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning, the works or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof.

30. Arbitration.

(1) Amicable settlement:-

Any dispute, difference, controversy or claim between the parties arising out of or relating to this contract with reference to the construction, interpretation breach, termination or validity thereof (hereinafter referred as "the Dispute") shall, upon the written request of either Party

be referred to the authorized representatives of the Disputing Parties for resolution. The authorized representative shall promptly meet and attempt to negotiate in good faith a resolution of the dispute within thirty days of the service of the request.

(2) Arbitration:-

If the parties fail to amicably resolve the dispute or differences or contrary claims as indicated herewith in sub clause (1) of clause. Araising under or in connection with the present works contracts, whether pertaining to works contracts alone or works procurement both, the same shall be referred to arbitration under the Gujarat Public Works Contracts Disputes Arbritation Tribunal Act, 1992.

31. Stores to be obtained from Company.

The Contractor shall obtain from the Company Stores, such articles as are mentioned in Schedule 'A' which may be required for the work or any part of the work or in making up any articles required therefore or in connection therewith, unless he has obtained permission in writing from the Executive Engineer or obtained such stores and articles from elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rate shown in the Schedule "A" attached the contractor and if they are not entered in said schedule they shall debited to him at cost price which for the purpose of this contract shall include cost of carriage and all other expenses whatsoever which may have to be incurred in obtaining delivery of the same at the stores aforesaid and further overhead charges 15%.

The Contractor shall be responsible for the loss destruction or deterioration of the materials, stores or articles supplied to him by the Company, even if such loss destruction or deterioration has occurred under any circumstances whatsoever beyond his control as if the material, stores or articles so supplied were his property. The contractor shall be responsible for returning the residual materials after completion of the contract and if fails to return, the balance material supplied to him by the Company, the cost of the residual materials will be recovered form the contractor at the market rate or stock issue rate whichever be higher at the time of materials account plus 15%.

32.1 Lump Sum in Estimate

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

32.2 Lump Sum Tenders

Whenever lump sum tenders have been invited for building or other structures of the same type, design, the contractor shall submit his bill stated in Clause No.11

and the Engineer-in-charge not below the rank of Executive Engineer shall certify by general measurement or by other method considered suitable to him, the value of work done and the contractor shall be paid monthly a sum equal to 90% of the total value the work so certified, since the last payment, after deducting a part or whole of the secured advance if not already paid for the materials utilized on the works. An additional secured advance for any fresh materials brought on site will also be paid if certified by the officer not below the rank of Executive Engineer. After the work is completed final bill would be paid on the certification of officer not below the rank of Executive Engineer, that the work is done according to drawing and specifications attached to the tender. If any additions and alteration have been carried out, detailed measurements in respect thereof shall be recorded and extra payment or deductions are regulated as per item rates quoted by the contractor while submitting the tender and if there are any items in the additions and alterations for which the contractor has not quoted a rate, the payment shall be as per Clause 15 above.

Seal & Sign of Contractor

Exevutive Engineer O&M

33. Action where no specifications.

In the case of any class of work for which there is no such specifications as is mentioned in clause 1. such work shall be carried out in accordance with the divisional specifications and in there event of there being no divisional specifications, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge / consultant of the Company etc.

34. Industrial Labour Laws**1. Wages to be paid and time of payment etc. by the Contractor:-**

- a. The contractor shall pay minimum wages per day or as may be specified hereafter or fixed under minimum wages Act whichever is higher. The wages of every contract labour employed by him under this contract shall be paid by him before the expiry of 7th day of the last day of the month in respect of which the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). The payment shall be disbursed in presence of Management Representative during the working hours in factory premises and the contractor shall get the entries certified in the register of wages by the Representative of the Company. Any default will result in cancellation of contract forthwith or else the contractor shall be punishable to the extent of Rs.100/- fine per each day.
- b. The contractor shall give his telephone number and address to the Company so that in case of labour trouble etc., the contractor can be contacted. The contractor shall arrange to have his office outside the factory premises and the contractor keep himself present throughout the working hours.

2. Labour Laws: -

- a. Person below the age of 18 years shall not be employed for the work.
- b. No female worker shall be employed in the night shift between 7.00 p.m. to 6.00 a.m.
- c. Contractor shall maintain a valid labour license under the Contract Labour (Regulation and Abolition Act) for employing necessary manpower to be required by him. In the absence of such license the contractor shall be liable to be terminated without assigning any reason thereof.
- d. The contractor shall at his own expense comply with all labour laws and keep the Company indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the contractor shall comply with are as under:
 - i. Payment of contribution of wages of employers contributions towards Provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative Charges etc. at the rates made applicable from time to time by Government of Gujarat / Government of India or other Statutory Authorities.
 - ii. Payment of deposit in respect of each contract labour of the rate of RS.30/- with the office of the Commissioner of Labour as per the Contract Labour Act (Regulation & Abolition).
 - iii. License Fee as prescribed under the contract Labour Act (Regulation and Abolition) and Rules framed there under depending upon the number of workmen employed by the contractor.
 - iv. Paid leave facility and wages as per the provision of the Factories Act at the rate of one day for every 20 days of working.

- v. Identity cards as prescribed under the factories Act with photo affixed thereto, the same for identification.
- vi. Payment of retrenchment compensation, notice pay and other liabilities as per Industrial Disputes Act. Any payment to the contractor's employees arising out of any claim of disputes under the Industrial Disputes Act – 1947 or any other laws.
- vii. Provision of compensation in the case of accidental injury.
- viii. Payment of crèche if the female labour employed is more than 30 numbers.
- Ix Maternity leave as per the provision of the Maternity Benefit Act.

The above are some of the major liabilities of the contractor in addition to other liabilities prescribed under the various Labour Laws in force from time to time from Statutory Authorities like State Government / Government of India which the contractor shall have to comply with.

3. Provident Fund And Family Pension Scheme

The contractor shall submit along with his bill (month wise) a statement regarding deductions against employees provident fund and family pension scheme in respect of each concerned employees. Provident fund and family pension scheme at the rate of 12 % (or at the rates made applicable by the Government from time to time) of the wages. The contractor shall deposit the contractor's contribution and his workers contribution towards provident fund and family pension scheme with regional Provident Fund Commissioner, Ahmedabad.

4. Deposit Linked Insurance Scheme: -

The contractor shall have to deposit ½ % of the wages in-respect of employees who is a member of the Provident Fund as the contribution to the Deposit Linked Insurance Scheme with Regional Fund Commissioner, Ahmedabad.

5. Administrative Charges: -

The contractor shall deposit administrative charges for maintaining Provident Fund Account with Regional Provident Fund Commissioner, Ahmedabad at the rates applicable.

6. Paid Leave Facility

Paid leave facility at the rate of one day for every 20 days worked by the contract labourer shall be provided by the contractor to his workers. He shall maintain Leave records/ Leave Cards for individual labourer, which shall be duly verified, and approved/certified by the authorized officer of the Company.

7. Workmen's Compensation Fund And Employers Liability Insurance: - The contractor shall cover all his employees under Workmen's Compensation Fund and under the Liability Insurance.

- 8. The contractor shall employ adequate number of experienced staff at site for daily supervision and for maintenance of various registers and records required under the law and contract. No payment for supervision shall be admissible.

9. Contractor To Indemnify The Company

The contractor shall indemnify and keep indemnified the Company and every officer and employees of the Company and also Engineer-In-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred in above clauses and elsewhere and against all

actions, proceedings, claims, demands, costs and expenses which may be made against the Company by any workman/ employee of the contractor or any sub contractor and / or from any liability may arise to any workman / employees of the contractor or any sub contractor under any laws, rules or regulation having the force of law including but not limited to claims against the owner under workman's compensation Act, 1923. The employee's Provident Act 1952, and / or the contract Labour (Abolition and Regulation) Act 1979. The Company shall not be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified the Company against all such damage and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

10. Workmen's Compensation And Employer's Liability Insurance: -

Insurance shall be effected for the entire contractor's for all the contractor's employees engaged in the performance of this contract. If any of the work is sublet to the sub-contractor, the contractor shall require that he or his sub-contractor to provide workmen's compensation and employer's liability insurance for the latter's employees unless such employees recovered under the contractor's insurance.

11. The Company reserves the right to terminate this rate contract at any time during its tendency without giving notice of termination or any reasons thereof.

12. The Company will be entitled to deduct directly form the bills, to be paid to the Sub-contractor and Labourers any sum or sums payable by contractor and which sum/sums the Company is required to pay as a principal employer on account of contractor's default in respect of all liabilities referred to in above clauses.

13. Nothing in the contract document stated shall any wise constitute any workmen/ employees of the contractor or any sub-contractor as or to be workmen/employee of the power, or place obligation or liability in respect of any such workmen/ employee upon the Company.

NOTE: -The prevailing Act at the time of execution of work over and above act specified herein shall be binding to the contractor.

35. No Claim for Variation in Quantities of Work

Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work actually executed, being either more or less up to any extent than those entered in the tender or less than those entered in the tender or estimate.

36. No Claim for Compensation for Delay in starting work

No compensation shall be allowed for any delay caused into starting of work on account of acquisition of land and in the case of clearance for works or any delay in according sanction to estimates.

37. No Claim for Compensation for delay in execution of work

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

38. Entering upon or commencing any portion of work

The contractor shall not enter upon or commence any portion of work except with the written authority or instructions of the Executive Engineer or his subordinate in charge

of the work, failing such the contractor shall have no claim to ask for measurement or payment for work.

39. Method of Payment

Payment to contractors shall be made by Payment to Contractors shall be made by RTGS/NEFT. Generally payment may take 30 to 60 days after passing of bills depending on availability of fund.

40. Acceptance of conditions on tendering for work.

Submission to tender or acceptance of work order shall imply acceptance of these conditions of tender by contractor.

41. Employment of Scarcity Labour

If government declares a state of scarcity or famine to exist in any village situated within 20kms of the work, the piece worker / contractor shall employ upon such part of the work as are suitable for unskilled labour; any person certified to him by the Executive Engineer or by any person to whom Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay such person wage not below the minimum, which Government may have fixed in this behalf from time to time. The Superintending engineer shall decide any implementation of this clause / Engineer-in-Charge whose decision shall be final and binding on the pieceworker/contractor.

42. Employment of Technical Persons

The contractor who is registered under class 'A', 'B' and 'C' or such contractors who executes the works of Rs.5 lakhs and above shall employ the technically qualified Personnel possessing minimum a Diploma of recognized Technical institution, for executing the work of the Company.

For & On Behalf of MGVCL

**Executive Engineer O&M
Baroda Division**

GENERAL CONDITIONS OF CONTRACT

1.0 Contractor to inform himself fully:

The contractor shall be deemed to have carefully examined the work & site conditions, the general conditions, the special conditions, specifications, schedules, drawings shall be deemed to have visited the site of the works & to have fully informed himself regarding the local conditions. Copy of Appendix V attached with tender shall have to be filled up before quoting the rate, for confirmation of site visit.

If there shall have any doubts as to the meaning of any portion of these general conditions or special conditions of the scope of work of the specifications or any other matter concerning the contract, he shall in good time before submitting his tender, send for the particulars thereof & submit them to the Engineer in writing in order that such doubt may be removed.

2.0 Data to be furnished by Contractor

- a. Prior to the commencement of work the contractor shall submit a bar chart showing detailed programme for completing the work within time limit to the S. E. for approval within a week of the date of LOI. .
- b. No change in the approved plan & layout shall be carried out without specific written approval of the Executive Engineer in charge.

3.0 Errors, Omissions & Discrepancies

In all cases of errors, omissions, doubts or discrepancies in the dimensions, or discrepancies in the drawings & items of work on specifications, reference shall be made to the Executive Engineer whose elucidation & elaboration shall be considered as authoritative.

The contractor shall be held responsible for any error that may occur in the work thorough lack of such reference.

4.0

- 4.0.1 Temporary structures may be erected by the contractor for storage sheds, offices, and residential etc. for non-commercial use on land, handed over to him at his own expense & with the permission of the Company. In any circumstances for constructing temporary structures contractor's use, Company free supply of materials shall not be made. If it is found that Company's free supply material are used for the works other than approved drawings, it will be recovered at penalized rate.
- 4.0.2 The contractor shall preserve all existing vegetation such as trees on or adjacent, to the works site which do not interfere with the construction as determined by the Company.
- 4.0.3 The contractor shall take all possible precautions in felling trees authorized for removal to avoid any unnecessary damage to vegetation & trees not to be felled & to structures or to workmen, & shall be responsible for any damage if it occurs in such operations.
- 4.0.4 All produce from cutting of trees, grass etc. shall be the property of Company & shall be stacked at the directed places. No claim shall be made for such tree felling / cutting & stacking of trees/produce or grass etc. by the contractor.
- 4.0.5 The land shall as herein before mentioned be handed over to Company / Owner of Land immediately after the completion of the work under this contract. Also no land shall be held by the contractor longer than the Company shall deem fit & necessary & the contractor shall, on due notice by the Company, vacate & return the land which the Engineer In Charge may certify as no longer required by the contractor for purposes of the work.

5.0 Start of Work:

The contractor shall not enter upon or commence any portion of the work except with the written permission of the authority of the Company, failing which the contractor shall have no claim to ask for measurement of or payment for work & shall be

Responsible for any claims or damages that may arise due to such unauthorized commencement or entry. No compensation shall be allowed for any delay caused in starting the work on account of any delay in clearance of the work site.

6.0 Work to execute to the satisfaction of the Company's Engineers:

The contractor shall proceed with the work with diligence & expedition & the whole of the work herein specified as well as the mode of execution shall be under the supervision & the direction & shall be carried on to the entire satisfaction of the Company's site Engineers, who shall have full powers to order the contractor to alter, enlarge or diminish the form, dimensions, positions, or quantities of any of the work or to make use of materials & workmanship of different descriptions & qualities from this herein specified. In the case of any class of work for which there are no Technical Specifications, these shall be carried out in accordance with the latest IS Codes & in the event of being no relevant IS Code, the works shall be carried out in accordance with the directions & instructions of the Company's Engineers at site.

7.0 Workmanship etc.:

The work shall be executed in thoroughly substantial manner with workmanship of best quality & strictly in accordance with the specifications & with the drawings, or with such other drawings or written instructions as may from time to time be furnished to the contractor, in accordance with terms of this contract & shall be completed in every respect with workmanship implied & necessary according to the fair interpretation & meaning of the same & should there be any discrepancy between the drawings & specifications or any difference or dispute as to the dimensions to be worked out or the mode of doing periodical quantity of the work to be executed or with respect to any subject arising out of this contract, the decision of the Company's authorized Engineers shall be final & binding on all parties.

7.0.1 Samples of descriptive Data:

The Contractor to the Company's Engineers shall submit samples of descriptive data requiring approval in good time before the use of such material to permit its inspection & testing & there-by the approval. The samples shall be properly marked to show the name of material, manufacture place or origin & the place where it is intended to be used etc. Failure of any samples to pass specified tests requirements, it shall be sufficient cause for the refusal to consider any further samples from that source.

8.0 Baselines & Grades:

The Company near to the site of work shall furnish one permanent Bench Mark. Semi-permanent baselines & cross lines shall be established at sufficiently spaced intervals with benchmarks by the Contractor at his own cost & risk. The contractor shall provide at his expense, all the required pillars, equipments, materials, & labour for the establishment of the grade lines & bench marks, for that the Contractor shall be responsible for their further maintenance during the execution of the actual work till the complete period of construction. The contractor shall be responsible for the proper execution of work to such lines & levels & grades as may be specified in the drawings, established, or indicated by the Company's Engineers. The Company's engineers, if required, shall check all the survey work. However this shall not absolve the contractor for the correctness of survey/ temporary or permanent Benchmarks.

9.0 Contactor not to dispose of soil etc.:

The contractor shall not sell or otherwise dispose off or remove except for the purpose of this contract the sand, ballast, earth, rock or other substances or materials that may be obtained from any execution made for the purpose of this contract or produce upon the site at the time of delivery of the possession of the land but also such substances

Materials & produce shall be the property of the Company & shall be disposed off in the manner & place as directed by the Company's Engineers.

10.0 Gold, silver, Minerals, Oil Relics, etc. found on the Site:

All gold silver, oil relics, or other minerals, of any description & all precious stones, coins, treasures relic, antiquities, & other similar things that shall be found in or upon the site shall be the property of the Company. The contractor shall return the gathered things as above to the authorized representative of the Company.

11.0 Fencing, lighting & ventilation:

The contractor shall be responsible for the proper lighting, fencing, guarding & taking of all the necessary safety measures for all works comprised in the contract & or the proper provision of temporary roadways, footways, guards fences, caution notices etc. as far as the same may be rendered necessary by reasons for the work for the accommodation & protection of workmen foot passenger or other traffic & of the Company & occupiers of adjacent villages, property of the public & shall remain responsible for any accidents that may occur on account of his failure & timely precautions.

All the works & approaches shall be adequately illuminated with electric lights to the satisfaction of the Company's Engineers. The power & lighting connections, wiring equipment shall be subject to the inspection & passing by Electrical Inspector to GOG authorized under the Indian Electricity Act. Any additions alterations or omissions shall be got approved from the Company's Engineers got certified from the Electrical Inspector. Work spots such as faces of excavation of borrow pits; filling area etc. shall be adequately illuminated with floodlights to the satisfaction of the Company's Engineers.

12.0 Explosive procurement & storage:

Explosives, petrol, oils, fuels, & other inflammable materials shall be stored strictly in accordance with the rules of the Explosive Department.

The contractor shall at his own expense construct & maintain proper magazines which are required for the storage of explosive & arrange for storage facilities for oils, petrol, fuels etc. for use in connection with the work.

The contractor shall at his own cost obtain the necessary license for the storage & use of explosives, oils, petrol, diesel etc. The Company shall not take any responsibility whatsoever in connection with the storage or use of explosives on the site, any accident occurs in the connection at site or nearby village or vicinity. All operations of the contractor in which or for which explosives are employed shall be at the risk of the contractor & upon his own responsibility.

13.0 Liability for accidents to persons:

13.0.1 The contractor or subcontractor shall indemnify the Company against any claims which may be made under the workman's compensation Act, 1923, or any statutory modification or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury caused, by fault of contractor or subcontractor & sustained by any workmen or other person on the employment of the contractor or subcontractor. In every case in which by virtue of the provisions of subsection (1) of section 12 of the workman's Compensation Act, 1923, the Company is obliged to pay compensation to a workman employed by the contractor or subcontractor in execution of the work, the Company will recover from the contractor the amount of compensation so paid, and without prejudice to the rights of the Company under subsection 12 of the said Act, such amount will be paid back to the Company in 30 days, failing which the Company will be at liberty to recover such amount of any part thereof by deducting it from the dues by the Company to the contractor under this contract or otherwise. The Company shall not be bound to contract any claim made against either of them under

Section 12, subsection (1) of the said Act, except on written request from the contractor & upon his giving to the Company full security for all costs for which the Company might become liable in consequence for entertaining such claims.

- 13.0.2 The contractor and/or subcontractor named in the contract shall indemnify the Company against all claims based upon injury or death to any person in the employment of the contractor or sub contractor, or to the third parties under paragraph (a) 2 or condition no.47 to the extent of any sums recovered under the insurance policy.
- 13.0.3 On occurrence of the accident which result on the death of workman employed by the contractor or subcontractor, which is so serious as to be likely to result in the death of any workman, the contractor shall within 24 hours of happening of such event intimate in writing to the Engineers of the Company the fact of such accidents. The contractor or subcontractor shall indemnify the Company against all loss or damage sustained, by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including penalties or fine if any, payable by Company as a consequence of Company's failure, to give notice under workman's compensation Act or otherwise to confirm to the provisions of the said Act in regard to such accident.

14 Liability for damage to works & materials:

- 14.0.1 The contractor shall during, the progress of the work, properly protect the works & materials placed at his disposal or acquired for him by the Company, & shall remain answerable & liable for all accidents, damages. Loss etc. & shall be made good in the most complete & substantial manner by & at the sole cost of the contractor & to the reasonable satisfaction of the Company's Engineers. If the contractor fails to make good such losses, damages within the specified time given by the Company, the Company shall be at liberty to recover the amount towards such expenses fixed by the Company's Engineers & shall be recovered from the amount due under this contract to the contractor.
- 14.0.2 Further the contractor shall, at all times, protect & preserve all materials, machinery, equipments, road, and materials & so acquired by himself or Company for the execution of the work. All reasonable requests of the Company's Engineers to enclose or especially protect any of the above shall be expeditiously complied with at no extra cost.
- 14.0.3 If the Engineer considers that the work, asked for in the aforesaid Para, is not sufficiently & satisfactorily protected by the contractor, on requests made for, the Company shall be entitled to arrange for such protection at his unfetter discretion & recover the cost thereof from the contractor.
- 14.0.4 Until the work shall be or deemed to be taken, over as aforesaid, the contractor shall also be liable for & shall be deemed to have indemnified the Company in respect of all damage or injury to any person or any property of the Company or of others in villages nearby, occasioned by the negligence of the contractor or his workmen, or his subcontractor, or by defective / ill methods of working.

15 Materials, tools, machinery brought on the site of work:

All materials, tools & tackles, machinery etc. of the contractor brought to & delivered upon the site for the work shall be the time of their being so brought shall be deemed to be the property of the Company in its possession to be used for the purpose of the work & for that purpose only & shall not on any account be removed or taken away by the contractor or any other person without the permission of the Company's Engineers in charge, but the contractor shall be fully responsible for & loss, destruction thereof or damage thereto. The Company may have a lien on such materials, tools, tackles, and machinery for any sum or sums, which may at any time prior to the completion of the works be or owing to the Company by the contractor, under in respect of & dispose of any such materials, tools. Tackles, machinery in such a manner as the Company may think fit & to apply the proceeds in or towards the satisfaction of such sum or sums due or owing as aforesaid but subject to such lien & power of sale & disposal such surplus

Materials, tools, tackles, machinery shall belong to the contractor & may be removed & disposed off by him as he may think fit.

16 Access to site & work on site:

The Engineer or his authorized representative may if he considers fit from time to time enter upon any lands which may be in the possession of the contractor under this contract, for the purpose of executing any work not included in this contract & may execute by other contractors at his opinion & the contractor shall in accordance with the requirements of the Engineer, afford all reasonable facilities for execution of the works including occupation of lands by structure or otherwise for any other contractor employed by the Company & his workmen or for the execution on or near site of the works not included in the contract. The contractor shall not be entitled for any extra claims on such executions.

17 Inspection of Works:

The Company's Engineers or their authorized representatives shall have at all times power to inspect the works, wherever in progress, either on site, on the contractor's premises in connection with this contract. Further, the contractor shall not allow any person other than Company's Engineers or their authorized representatives to the work sites. The contractor shall, during working hours, maintain supervisors of sufficient training & experience to supervise the work as a whole. All orders & directions given to such supervisors or other staff shall be deemed to have been given to the contractor. Further the Company may by due notice, desire a high ranking member of the supervisor staff of the contractor to be present on any specified inspection & the contractor shall comply with such directions.

18 Action & compensation payable in case of Bad Work:

If at any time before the refund of Security Deposit to the Contractor it appears to Madhya Gujarat Vij Company Ltd.'s Executive Engineers or subordinate and / or any authorized officer of the Company that the work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality or any materials or articles provided by him are unsound or of quality inferior to that contracted as specified in the Technical Specifications or otherwise not in accordance with the contract, it shall be lawful for the Madhya Gujarat Vij Company Ltd. to intimate that the works, materials, articles which may have been in advent passed, certified & paid to the Contractor. The Contractor shall be bound to rectify or remove & reconstruct the said work so specified at his own charge & cost & in the event of being failure to do so within specified period by the Company, the Contractor shall be liable to pay compensation at the rate of 1% per day on the amount of the estimate for the specified work. For the period up to 10 days this shall be attended by the Contractor else the Company shall get these rectifications at the risk & expense in all respects of the Contractor.

19 Cleaning up:

19.0.1 The contractor shall at all-time keep the construction areas & his labour colony & storage areas free from accumulation of waste, or rejected materials.

19.0.2 Prior to the completion of the work the contractor shall remove all rubbish from & about the premises, & tools, tackles, machinery, left out materials consumable, rejected materials, scaffolding etc. which are not the part of the permanent work/structure. The premises will be left fully satisfactorily to the Company's Engineers/representatives; thereafter only the completion certificate will be issued.

20 Contractor's inventory of equipments & machinery:

The contractor shall prepare & maintain an inventory of all machinery, equipments, temporary rolling stock, and plant purchased or hired for the use of this contract's execution.

21 Progress Schedule:

- 21.0.1 Contractor shall furnish a Construction Schedule on receipt of LOI or Work Order whichever is earlier, in quadruplicate, indicating the date of start, the monthly progress expected to be achieved & anticipated completion of each major items of the work under this contract & procurement of equipments, machinery & other materials. The schedule should be such as is practicable of achievement the whole work in the timelimit & of the particular items on due date specified in the contract & shall have the approval of the Company's Engineers. Detailed schedules for each working season showing the progress month by month to be achieved is to be submitted to the Company. The Company is empowered to ask for more detailed progress schedule weekby week for any item or for all items & the contractor shall comply when asked for.
- 21.0.2 The Company shall have, at all times the right without in any way violating this contract, or forming grounds for claim to alter the order of the works or any part thereof & the contractor shall after receiving such direction proceed in the order directed. The contractor shall revise the progress schedule accordingly & submit to the Company in four copies.
- 21.0.3 The contractor shall furnish sufficient machinery, equipment, labourers & materials shall work for such hours & shifts as may be necessary to maintain/achieve the progress of the scheduled, after getting written permission of Engineer in Charge.
- 21.0.4 The progress schedules shall be in the form of bar charts, statements &/or reports as may be necessary & directed by the Company's representatives.
- 21.0.5 Unsatisfactory Progress: In the case of unsatisfactory progress by the contractor not proceeding as per the Scheduled Programme approved by the Company, suitable actions shall be taken in accordance with Clauses No. 3 & 4 of the booklet prescribed by the Company for "Tender & Contract for Works".

22 Recoveries:

Recoveries due from the contractor, up to the end of the month previous to the one in which the bill is prepared shall be made from bills approved for payment every month or at other periods when the bills are prepared, for the enlisted, but not limited to, in the order of priorities & extents.

- (a) Penalty, if leviable,
- (b) Expenditure, in full, incurred by the Company on contractor's behalf in labour, machinery, equipment etc.,
- (c) Charges for services such as water & power supply, etc. in full,
- (d) Hire charges for Company's or Government machinery if any,
- (e) Other recoveries not specifically mentioned but recoverable.

23 Date of completion:

The contractor shall complete the whole work & hand over to the Company on or before the date specified in the work order.

Provided always that if in the opinion of the Company the completion of the works shall be delayed by any change of original design or by the order of the Company, of any altered, modified substituted or additional works or materials omitted or by strikes, lock outs or stoppages of labour, or revolution, riots, civil or political disturbance or by the contractor not being given possession of the site or by the Company taking possession of& using the site or part thereof or the works or part thereof or any part of the work or delayed supply of material by the Company or by the not receiving any orders, drawings, instructions or directions in time or by the suspensions if the works or by fire, flood exceptionally bad weather tempest , storm or by from unforeseen circumstances(&

whether the same shall be due to any act or omission of the Company or its representatives) the Company may in the unfettered discretion thinks fit either forthwith or at a later time & from time to time notwithstanding that the prescribed or extended time for completion has expired or work have been completed, extend the date for the completion of the works to such a date as deemed fit as practical & acceptable.

24 Subletting of contract:

There will be generally no objection on the component parts if the work, being given over to responsible subcontractors but Company shall under no circumstances recognize these subcontractors & the responsibility of executing the work in the accordance with the conditions of contract will entirely rest on the main contractor. However written consent of EIC shall be obtained before subletting.

The main contractor will therefore always have the very responsible member, preferably a technical hand present on the works with power to sign all work orders issued on the site of work & to take requisite actions in the interest of efficient execution of work.

25.0 Other contracts for the suspension stoppage or curtailments of work:

If during the tendency of the contract the Engineer shall for any reason (which shall be unquestioned) whatsoever require the whole or any part of the work as specified in the contract to be suspended for any period or shall not require the whole or any part of the work as specified in the contract to be carried out at all by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be. In any case except as provided hereunder, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but he did not so derive in consequence of the full amount of the work not having being carried out, or on account of any loss that he may be put on account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation but reason of any alterations having been made in the original specifications, drawings, designs & instructions that may involve any curtailment of the work as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the contractor, before receipt of the aforesaid notice, the contractor shall be paid for such materials at the rate determined by the Company, provided they would have been useful for the work curtailed or stopped are not in excess of requirements are of approved quality & cannot be used on other contract works or otherwise by the contractor &/or shall be compensated for the loss if any, that he may put to, on respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Company, whose decision shall be final.

The Company may order the contractor to suspend any work on account of badweather; rain or storm & such other adverse climate conditions & the contractor shall comply with the same. The contractor shall not be entitled to any compensation for such suspensions of work.

26.0 Other contractors:

Apart from this work, the other works connected with this work will be simultaneously going on either departmentally or through any other contractors. The contractors shall co-operate with others to their fullest extent & shall allow each other every facility & coordination for the execution of their works simultaneously & satisfactorily, during their action of machinery or execution of any other co-ordination works, the contractor will have to co-operate as directed buy the Company's Engineers in the charge of the works. In such cases the contractor shall not be entitled for any compensation on account of reduction or stoppage of labour force/machinery/equipments etc.

In the matter of dumps, haul, roads, drainage, diversion & the like, each contractor shall take into considerations the needs & the requirements of the other contractors if any working in the vicinity. Further no contractor shall take or cause to be taken any stops or action that may cause disruption, discontent or disturbance to the work, labour arrangements etc. to other contractors. Any action, by any contractor, which the Company in the unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the contract conditions & the Company may take such action as may deem fit against the contractor & the action taken shall be considered as final & binding.

27.0 Speed of work:

The contractor shall at all times maintain the speed of work to conform to the latest operative progress schedule but the Company may at any time with sufficient notice in writing direct the contractor to slow down or to accelerate any part or the whole work for any reason (which shall not be questioned whatsoever) & the contractor shall comply with such orders of the Company. The compliance of such orders shall not entitle the contractor to any claim or compensation.

28.0 Contract document & matters to be treated as confidential:

All documents, correspondence, decision & other matters concerning the contract shall be considered as of confident & restricted nature by the contractor & he shall not divulge or allow access there to any unauthorized persons of any kind.

29.0 Access to the contractor's book:

Whenever it is considered necessary by the Company to ascertain the actual cost for execution of any particular item of work, the Company may do so by directing the contractor to produce the original invoices.

30.0 Interest on money due to the contractor:

The contractor shall not be entitled to receive the interest on the payment due to him upon measurements or otherwise or on any balance payable to the contractor. Also, contractor shall not be allowed to relate it with the progress of work at site in any case.

31.0 Measurements to be provisional & subject to correction:

Every measurement for running payment on account of work done be subject to adjustment or final measurements. In case there is disagreement between such intermediate & final measurements, the latter shall prevail.

31.0 R.A. BILLS: The contractor shall submit his R.A. bill every month, which shall be processed in reasonable time after checking and recording the MB. The contractor shall be responsible to submit R.A. bills well in time and shall depute his representative for joint checking of the measurements; so that the bills can be processed in time. The contractor shall take due care in this regard, failing to which consequences will be up to him.

32.0 Breach on part of Company not to annul contract:

No breach or non-observance on the part of the Company of any the agreements contained herein, shall annul this contract or discharge the contractor from the observance & performance thereof, or of any part thereof, but on application by the contractor & in the unfettered discretion of the Company an extension of time may be given to the contractor in respect of such breach or non-observance by the Company.

33.0 Labour conditions:

33.0.1 The contractor shall comply with the labour laws laid as may be current & shall furnish the returns & information as may be specified from time to time.

33.0.2 The contractor shall as far as possible obtain his requirements of labour, skilled & unskilled from the local areas.

- 33.0.3 The contractor shall pay wages as per the latest circulars applicable at the times for the minimum wages to be paid to unskilled, semiskilled & skilled labour prescribed by the Govt. of Gujarat.
- 33.0.4 The Company shall have the authority to remove from the work site any person, who may be considered unfit or undesirable & the Company for any delay or extra expense caused towards the completion of the work by such removal shall accept no responsibility.
- 33.0.5 If Govt. declares a state of scarcity or famine to exist in any village situated within 10 Km. of the work site then the piece worker or contractor shall employ upon such parts of work, as are suitable for unskilled labour any person certified by the Company or by any person to whom the Company has authorized, & shall pay the minimum wages as fixed by the Govt. of Gujarat in this behalf. Any dispute that may arise in the implementation of the clause the decision of the Supdt. Engineer (O&M) shall be final & binding.
- 33.0.6 The contractor shall provide reasonable facilities to the labour employed by him. The usual facilities are weather proof shelter for rest & meal, supply of whole some drinking water, facilities for obtaining food, reasonable washing & sanitary facilities, special facilities for women workers, suitable residential accommodation, general sanitation & health measures etc.
- 33.0.7 The implementation of any & all provisions of this clause in no way entitles the contractor to claim in this contract.

34.0 Local Laws:

- 34.0.1 All local laws in force at the time entering into the contract & those enacted there after shall be binding on the contractor & he shall abide by the same.
- 34.0.2 All import duties, sales tax & other local taxes shall be borne by the contractor & they shall be deemed to have covered by this quoted rate.

35.0 Performa returns:

The contractor shall maintain proforma, charts & details regarding machinery, equipments, materials labour, personnel & other matters as may be specified by the Company time to time.

36.0 Maintenance:

On completion of work satisfactorily, by agency, and after passing of final bill, the Security Deposit will be released by producing No Objection Certificate from concerned MGVC office.

37.0 Insurance:

- 37.0.1 The contractor shall procure, or arrange for the Subcontractor to procure insurance coverage in amounts approved by the Company & sufficient to protect against the following risks arising out of the work.
- (1) Accidents & professional & non-professional sickness of all labourers & personnel engaged in the work as required by Law pursuant to Workmen's Compensation Act, 1923 or Revised version thereof.
 - (2) Injury or death to third parties including without limitation injury or death caused by any of the construction aids or vehicles or rented machinery, equipments used by the contractor or subcontractor whether at the site or elsewhere.
 - (3) Damage to contractors tools machinery, construction equipments form works, scaffolding materials etc. due to floods, earthquake or any such cause.
 - (4) Damage to the existing permanent structures of the Company & nearby villages, equipments of the Company or of the co-contractors working in the area for other works.
- 37.0.2 All the above conditions referred for the insurance cover, shall be in effect from the date of commencement of the work until the Company has accepted the work.

37.0.3 In the policies covering the insurances referred to above, the Company, contractor & the subcontractor shall be as co-ensured where possible.

37.0.4 The cost of insurance shall be borne by the contractor.

38.0 Liens:

Final payment to the contractor shall not be made until the contractor shall deliver to the Company receipts in full in lieu thereof, & in either case, an affidavit that so far he has knowledge or information the releases & materials for which in lien could be filed. If any lien remains unsatisfied after all the payments are made, the contractor shall refund to the Company all money that the latter may be compelled to pay in discharging such alien, including all costs & a reasonable attorney.

39.0 Special conditions:

39.0.1 The successful Bidder, on receipt of Letter of Intent will submit within a week's time his planning/programme of works, for the scrutiny of the Company in a PERT/BAR Chart Format, clearly indicating the Company's inputs also.

39.0.2 Contractor will plan his work such that the works on all the fronts released by the Company, simultaneous works should progress in such a way that the entire job is completed in the scheduled time limit.

39.0.3 The work commencement date will be fixed after issue of LOI.

39.0.4 The successful bidder will have to depute his authorized representative to attend progress review meetings to be held at site or the Company's Circle Office at Vadodara.

39.0.5 The contractor will be responsible for complying with all rules & regulation & the labour laws applicable to him & the Company will not be responsible for any lapses committed by them. If there is any claim from the Govt. Authority pertaining to the contractor the same amount will be deducted from the contractor's bill.

39.0.6 An ad-hoc payment shall be released @75% against the bill submitted, subject to adjustment in next R.A. bill over and above one R.A. bill in each month.

39.0.7 The contractor shall depute sufficient numbers of qualified engineers / Supervisors to look after work. The engineers / supervisors shall remain present at site at all the times. In no circumstances, contractor shall be allowed to continue work without engineering supervision.

40 Payments shall be released on the availability of funds with the Company.

41 Contract:

After the tender has been accepted by the Company, all orders or instructions to the Contractor shall, except as herein otherwise provided to, be given by the Company's Engineers at site on behalf of the Company for the speedy execution of the work.

42 Employees Provident Fund:

Bidders shall note that they possess P.F. Code No. in the name of the company [under Employees Provident Fund Organization, Regional Office, Ahmedabad directive] obtained from the concerned Authorities of their respective jurisdictions.

In the event of non-possession of the separate P.F. Code No. as detailed in the foregoing para, the offer shall summarily not be considered for the acceptance despite the offer is the lowest quoted offer in the price bid opening.

For & On Behalf of MGVCL

Executive Engineer O&M

Baroda Division

TECHNICAL SPECIFICATIONS:

General Conditions of Contract

1. The contractors shall, at their own expense make all necessary provisions for housing, water supply, and sanitary arrangements for their employees as well as for works and shall pay direct to the authorities concerned, all rates and taxes.
2. The contractor shall make their own arrangements for the necessary approach, road, for transport of their materials and be responsible for the compensation on account of damage to crop etc. & shall till completion of work.
3. All the royalty charges, Octroi and other duties & all taxes will be paid by the contractor and no extra be claimed on this account.
4. Godowns or sheds hired or constructed for storing of controlled materials and more particularly of cement shall be such as would prevent the materials from getting damaged in any way.
5. It will be absolutely incumbent on the contractors to have on the site of work only such of the materials as have been duly passed by the Engineer-in-charge. Materials that have been rejected must on no account be allowed to remain on the site, and in spite of written order to do so, any such rejected material is on the site beyond a period of 48 hours notice, the Engineer-in-charge shall have the right to remove it, at the risk and cost of the contractors and even to destroy it.
6. It must be distinctly understood that conditions of contract and of claims in respect of extra work, will not be allowed unless the works to which they relate is clearly without the spirit and meaning of the specifications or unless such works are ordered in writing by the Engineer-in-charge and claimed for in specified manner.
7. On completion of the work, the contractor shall clear the site within the stipulated period, and ground brought to original state and they shall not be entitled for any extra claim on this account.
8. General Specifications of the relevant Indian standard specification shall also apply.
9. Damage to work clause
The works whether fully constructed or not and all materials, machinery plant tools, temporary buildings and other things connected there shall be at the risk and in the sole charge of the contractor, until the works have been delivered, completed to the satisfaction of the Engineer-in-charge and certificate from him to the effect is obtained. Until such delivery, the contractor shall at their own cost, take all the precautions reasonably necessary, to keep all the aforesaid works, materials, machinery, plant tools. Temporary buildings and other things connected with the works, free from any loss or damage and in the event of the same or any part thereof being lost or damaged, shall forthwith within the possible speed, reinstate and made good such loss or damage at contractor's own cost.
10. Any components or part of the work shall not be given to any sub-contractor without approval of the competent authority of the Company. The whole responsibility of the execution of the work, as per the terms and conditions of the contract, will entirely rest of the main contractor. The main contractor shall always keep his responsible representative, preferably a technical hand, on work site with powers to sign M.R. and take necessary decision and implement the instructions issued in the interest of efficient execution of the works.

The Engineer-in-charge will fix the hours of work, and no work shall be executed beyond that period, during night time or in absence of the Engineer-in-charge of his authorized agent. The box measures shall be filled only in the presence of the engineer-in-charge or his authorized agent.

11. Contractor will be asked to present the sample of materials, and the approved samples will be preserved at the site of work, and no charge in the approved sample will be allowed, without the written permission of the Engineer-in-charge.
12. In any work is not executed according to the specifications, and the directions of the Engineer-in-charge, the same will be rejected, and the contractor has re-execute the same without any financial implication to the Company.
13. Contractor will have to communicate the name of his authorized agent, who shall be present on the works, and shall be authorized to sign the material requisitions, receive instruction given verbally or on the order book, on behalf of the contractor.
14. The contractor will have to sign the conditions of contract, and execute the agreements, send the list of previous works executed, solvency certificate and pay up the security deposits, failing to that, the tender will be rejected and earnest money deposited will be forfeited. The value of the stamp paper and stamp duty charges shall be borne by the contractor.
15. Tenderer must return the form of tender, with the specifications and the schedule of quantities, and rates and other schedules only signed on each page. Any tender not bearing signature of the tenderer on all the documents accompanying the tender is liable to be rejected.
16. Before submitting his tender, unit rates, which shall be for the finished work complete, including charges involved in testing, maintenance for a period of 12 months, the tenderer shall closely examine the specifications and carefully study the drawings and all documents, which form a part of the contract, to be entered into by the accepted tenderer.
17. The Tenderer must visit the site of works and see for himself the site conditions regarding water, labour conditions, rates approach road during all seasons and all other matters affecting the works before submitting the tender.
18. The submission of tender by a contractor implies that, he has read these instructions, the conditions of contract etc. and has made himself aware of the scope and specifications of the work to be done, and of conditions and rates at which stores will be issued to him, and local conditions and other factors bearing on the executions of the work. The Company will not therefore, after acceptance contractor's rate, pay any extra charge for lead or for any other reason. In case the contractor is found later on, to have misjudged the site conditions.
19. The tender document shall be written legibly and free from erasure, over writing or conversions of figures. Correction where unavoidable, shall be made by crossing out, initialing, dating and rewriting.
20. The Company or its officers, who accept tender, shall have the right of rejecting all or any of the tenders, and will not be found to accept the lowest offer not to assign any reasons whatever, for the rejection of any tender or all tenders.
21. The tender notice to tenderers shall form a part of the contract.
22. The entire work is to be completed, within the stipulated time limit from the date of issue of letter for commencement of the work by field office. The contractor will not be eligible for any extra for the idle period of works, or waiting period that may be required to suit other consideration, and no claims for compensations on account of such, will be considered. However in case of delay due to circumstances beyond the control of contractors, either in date of commencement or due to, waiting during construction, extension in time may be considered for completion of works, without any penalty to the Company.
23. The contractor shall keep full time qualified Civil Engineers at the site, who shall be fully authorized to receive and comply with such instructions, as given by the Executive

engineer. The contractor shall intimate the name of such Engineer with his qualifications and experience. The Executive Engineer shall have the right to demand the removal of any technical personnel, skilled or unskilled workmen, who in his opinion are considered to cause bad workmanship in the execution of works or to cause indiscipline.

24. The department reserves the right to make any change in the design and the plans of the works and the contractor shall be bound to carry out them at the rates tendered. No claim or compensation will be allowed on this account.
25. The contractor monthly submit bills or before the date fixed by the Executive Engineer, for all works executed in the previous months.
26. Should this tender be accepted I /We hereby agree to abide by and fulfill all the terms and provisions of the " Tender & contract for works "as applicable, and in default thereof to forfeit and pay to the Company the sums of money due
27. The contractor shall keep instruction book on site, for taking site instruction from time to time. This book shall be make available on site whenever asked for.
28. The contractor shall pay wage to the workers, as per minimum wages act as declared by the Government time to time.
29. The contractor shall follow all labour laws of Govt.
30. Contractor shall arrange for testing of material to be used in the work or finished product, if desired by the Executive Engineer. The provision shall be made in the unit rate quoted for this.
31. The full value of the "Earnest Money Deposit" paid herewith, shall be forfeited to the Company, if the contractor fails to deposit the full amount of specified security deposit, within stipulated time.
32. CEMENT CONSUMPTION SCHEDULE

The proportion of cement with coarse aggregate and the fine aggregate for cement concrete works & with sand in case of cement mortar will be in accordance with the under mentioned schedule showing the consumption of cement in bags. The Engineer-in-charge will adjust the proportion of cement irrespective of the mix mentioned in the description of the items, to ensure the consumption of the cement as per prescribed schedule. The tendered rate will be considered to have been based on the consumption of cement in this schedule and nothing extra will be paid on this account.

(a) If the quantity of cement shown as utilised in the work, is observed to be less than permitted as below then work will be accepted at reduce rate at the discretion of EIC, if deemed fit.

(b) The cement required to be consumed in civil work items shall be as per Schedule of Rates of Buildings, Roads and Bridges work of Vadodara District for the year 2024-25 issued by the office of the Executive Engineer, Roads & Buildings Division, Vadodara, Roads & Buildings Department, Government of Gujarat.

The Item wise detailed specifications are intended for full description of items covered by Schedule "B". The specifications are not however intended to cover every detail and the works shall be executed according to the spirit of the specifications below and the best prevailing P.W.D. practice. The clarification to any clause in detailed specifications shall be sought from the latest edition of relevant I.S. specification and codes. Where these specifications are at variance with the specification laid down in the I.S. Books stated above, the former will be applicable. As regarded matters not covered by any of the above specification, the decision of the Executive Engineer-in-charge shall be treated as final and shall be binding upon the contractor. The contractor is expected to get clarified any doubt about specification, etc. before tendering by discussing with Executive Engineer.

I/We have refer the above MGVC / PWD sections and accept.

For & On Behalf of MGVC

Executive Engineer O&M

Seal & Sign of Contractor

Executive Engineer O&M

(Projects)**SCHEDULE – A****Name of Work: - "Renovation of Cabin & toilet Block at Joint Executive Director Cabin GUVNL
1st floor and Various Misc. Civil work".****Special Conditions for use of Cement in Works**

01. The rates in Schedule 'B' are inclusive of cement cost. Contractor has to purchase fresh 53 grade cement confirming to as per IS 8112 and of brand approved by MGVL.
02. Contractor has to construct pucca godown at site of work so that cement bags can be properly preserved to avoid damage due to any kind of water.
03. Contractor has to bring sufficient quantities of cement bags and at no time less than 200 (two hundred) bags to maintain progress of work. The work should not suffer for want of cement.
04. Cement should give the required strength of cement concrete.
05. To bring sufficient & timely cement at site is full responsibility of contractor. Nothing extra will be paid on account of any reason to maintain progress of work and to complete the work in schedule time.
06. Contractor has to submit material A/c. for consumption of cement used with every bills. In case of not submitting the same bill will not be passed. Party has to submit the copy of cement / purchase bill along with each RA Bill / Final Bill.
07. No negative variation will be allowed for consumption in cement than prescribed as per booklet of technical specification of board/mix design and nothing will be paid extra for over consumption.
08. Contractor is fully responsible for safety of cement at site. Nothing will be paid extra on account of safety.
09. If company authorized representative wants to check cement stock at site, contractor has to allow for the same at any time.
10. Contractor has to maintain day to day cement consumption/balance account at site.
11. As far as possible, contractor has to maintain supply of cement of only one brand and grade throughout the work and on account of closer/shortage of approved brand, cement of other brand in accordance of condition no. (1) Will be allowed by Engineer-In-Charge.
12. Minimum cement consumption considered for cement concrete having grade of M-15/M-20/M-25 is 320 Kgs/370Kgs/420Kgs respectively. Contractor has to use minimum cement as above. Contractor should not use less than the prescribed quantities of cement even if the mix design recommends lower quantity.
13. Contractor will be allowed to carry out work only after physical verification of cement brought at site.

For & On Behalf of MGVL**E.E. (O&M)****Baroda Division.**

(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.300/-)

(Signature is to be obtained with stamp seal on Each Page.)

E.M.D. BANK GUARANTEE FORMAT (If Applicable to Tender)

FOR TENDER NO.: BD/Civil/HO/Renovation/1st Floor/2026/06/04

APPENDIX-1

WHEREAS M/S _____
(Name & Address of the Firm) having their registered office at..... (Address of The
firms registered office) (Here in after called the 'Tenderer') wish to participate in the tender
No. _____ For
_____ of (Supply/Erection/Supply and Erection Work) (Name
of the material/equipment/Work) for _____
Madhya Gujarat Vij Company Ltd. and WHEREAS a Bank Guarantee for (Here in after called the
"Beneficiary") Rs. _____ (Amount of EMD) valid till _____ (Mention here date of
validity of this Guarantee which will be 4 (FOUR) months beyond initial validity of Tender's
offer) which is required to be submitted by the tenderer along with the tender.

We, _____ (Name of the Bank and address of the Branch giving the Bank
Guarantee) having our registered office at _____ (Address of Bank's
registered office) here by give the Bank Guarantee No. _____ Dated _____
_____ and here by agree unequivocally and unconditionally to pay immediately on demand in
writing from the Madhya Gujarat Vij Company Ltd. or any officer authorized by it in this behalf any
amount not exceeding Rs. _____ (Amount of E.M.D), (Rupees _____
_____ (In words) to the said Madhya Gujarat Vij Company Ltd. on
Behalf of the tenderer.

We _____ (Name of the Bank also agree that withdrawal of the tender
or part thereof by Tenderer within its validity or Non. submission of Security Deposit by the
Tenderer within one month from the date tender or a part thereof has been accepted by the
Madhya Gujarat Vij Company Ltd. would constitute a default on the of tenderer and that this Bank
Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of
any occurrence of a default on the part of the tenderer and that the encashed amount is liable
to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of (Mention
here the date of validity of Bank) and shall not be terminable by notice or by Guarantor
change in the constitution of the Bank or the firm of tenderer Or by any reason whatsoever and
our liability hereunder shall not be impaired or discharged by any extension of time or variations
or alternations made, given, conceded with or without our knowledge or consent by or between
the tenderer and the MGVL.

Notwithstanding anything contrary contained in any law for the time being in force or banking
practice, this guarantee shall be assignable, transferable by the beneficiary (i.e. MGVL). Notice or
Invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertain
by the bank. Any invocation of the guarantee can be made only by the beneficiary directly.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Amt. of E.M.D.) (Rupees _____) (In words). Our guarantee shall remain in force till _____ (Date of validity of guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (date of validity of the BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Place:

Date:

Please mention here Complete
Postal Address of the Bank with
Branch Code,
Telephone and Fax Nos.

Signature of the
Bank's Authorised Signatory
With Official Round seal.

NAME OF DESIGNATED BANKS: The Banks shall be the Banks recognized / notified by the finance Department, Government of Gujarat (GOG) from time to time.

ON STAMP PAPER OF RS.300/-

(Signature is to be obtained with stamp seal on Each Page.)

FORM OF BANKER'S UNDERTAKING

**[For Performance Guarantees (PG) for Warrantee period
as per Commercial terms and Conditions of Tender]**

We, Bank of _____ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the **Madhya Gujarat Vij Company Ltd.** or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (in words) Rupees _____ to the said **Madhya Gujarat Vij Company Ltd.** on behalf of M/s. _____ who have entered into the contract for the supply/works specified below:
PO(A/T) NO. _____ dated _____

This agreement shall be valid and binding on this Bank up to and inclusive of _____ and shall not be terminable by notice or by change in the constitution of Bank or the firm of Contractors / suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to said within written contract.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall be assignable, transferable by the beneficiary (i.e. MGVL). Notice or Invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertain by the bank. Any invocation of the guarantee can be made only by the beneficiary directly.

"NOTWITHSTANDING" anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only).

Our guarantee shall remain in force until _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (Date of validity of the Guarantee), all rights of Beneficiary under Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.	Signature of the Bank's Authorised Signatory with Official Round seal.
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NAME OF DESIGNATED BANKS: The Banks shall be the Banks recognized / notified by the finance Department, Government of Gujarat (GOG) from time to time.

ANNEXURE - A

Declaration regarding CONFLICT OF INTEREST

Ref.:_BD/Civil/HO/Renovation/1st Floor/2026/06/04

Date:

“I / We declare that we do not have conflict of interest with MGVCL / other bidders for particular quoted item/s”.

Confirm / Not Confirm: _____

Name of Bidder / Tenderer: _____

Address of the Bidder/Tenderer: _____

Seal of the Firm

Signature of the Tenderer

Seal & Sign of Contractor

Executive Engineer O&M

Annexure- B

(DECLARATION IN REGARD TO RELATIONSHIP WITH EMPLOYEE)

Sub:-Declaration In regard to Relationship with employee Ref.: BD/Civil/HO/Renovation/1st Floor/2026/06/04

All bidders will have to furnish the following declaration duly filled in, signed and stamped for each quoted item of the tender along with the Technical Bid.

It is certified that,
 I/We_ authorized signatory of M/s do not have relationship with any of the employees working in MGCVCL. Further
 I/We_ authorized signatory of M/s disclose hear, the interest (Shareholding in company and share in partnership firm) of no any employees of MGCVCL or his/her relative as defined in section2(77) of the company's Act 2013 is 10% or more in our firm M/s .

The above statement is true and is submitted against the Tender Enquiry No. Dated

(The following Declaration to be signed by the bidder and submitted along with the bid)

Description	YES/NO (If yes,give the following details)		
IF a Bidder has relations whether by blood or Otherwise with any of employees of MGCVCL, the Bidder must disclose the relation at the time of submission of Tender, failing which, MGCVCL shall reserves the right to reject the Tender or rescind the contract.	Name and Designation of the Employee	Place of Posting	Relation with the Employee

Seal & Sign of Contractor

Executive Engineer O&M

ANNEXURE - C

(UNDERTAKING IN REGARD TO **STOP DEAL/ BANNED** FOR BUSINESS DEALING / BLACK LIST THEREOF)

Sub:-Undertaking In regard to Stop Deal / Banned for Business dealing / /Black List Thereof

Ref: - Tender No: BD/Civil/HO/Renovation/1st Floor/2026/06/04

All bidders will have to furnish the following undertaking duly filled in, signed and stamped foreach quoted item of the tender along with the Technical Bid.

I/We_____

authorizedsignatory of M/s

hereby certify that

M/s_____and their proprietor

/ any partner / any directors of the firm is not stop deal and/or banned

for business dealing and/or black listed byGUVNL and/or their any

subsidiary company viz. GSECL/GETCO/MGVCL/MGVCL/UGVCL/PGVCL.

Seal of the Firm
Tenderer

Signature of the

