

ANNEXURE – II Notice Inviting On-Line Tender

Details about Tender : Tender Notice No.52 of / 2025-26
(Including as per Corrigendum)

Department Name	:	PAN (R&B) Dept. Gandhingar
Circle	:	Superintending Engineer Panchayat (R&B) Circle No. 1, Rajkot.
Division	:	Executive Engineer Panchayat (R & B) Division Jamnagar
IFB No.	:	Tender Notice No. 52 of /2025-26 (Including as per Corrigendum)
Name of Project	:	Road
Name of Work	:	Construction Of Amra – Shapar Road Of Jamnagar Taluka Under MMGSY Yojana Package No. JAM/ BUJ/ MMGSY/ NP/ 2021-22/ P-10. (Remaining Work)
Estimated Contract Value (INR)	:	Rs. 97,79,976-95
Period of Completion (in Months)	:	6 Months
Bidding Type	:	Open
Bid Call (Nos)	:	2
Tender Currency Type	:	Single
Tender Currency Settings	:	Indian Rupee (INR)
Joint Venture	:	Not Applicable
Rebate	:	Applicable

Amount Details :

Bid Document Fee	:	Rs. 2,400/- (Demand Draft)
Bid Document Fee Payable to	:	Executive Engineer Pan (R & B) Division, Jamnagar.
Bid Security / EMD (INR)	:	Rs. 98,000/- (F. D. R. For 6 Months OR EMD Exemption Certificate)
Bid Security / EMD in favour of	:	Executive Engineer, Pan (R & B) Division, Jamnagar.

Tender Dates: -

Bid Document Downloading Start Date	:	15/01/2026, hrs 12.00
Bid Document Downloading End Date	:	22/01/2026, hrs 18.00
Last Date & Time for Receipt (Submission) of Bids	:	22/01/2026, hrs 18.00
Bid Validity Period	:	The tender for the work shall remain open for a period of 120 days counted from the stipulated last date of receiving of the tenders online for this work.
Submission of EMD, Tender Fee & certain documents etc.	:	The Bidder shall have to submit D.D. for Tender Fee & FDR for EMD through on

		line only (by scanning while uploading the bid. Submission of Tender Fee & EMD has stated above through on line in electronic format shall be treated as tender fee & EMD received and offer will be opened immediately as stated here after. Those who have not submit tender fee and EMD through on line in electronic format bids of which shall not be open. However DD for tender fee & EMD in original in hard copy shall be submitted within 7 days from the last date of uploading through RPAD to E.E. OR to S.E.at the time of tender Opening for completing the formality. If hard copy is not received then paneltative action shall be iniated and directed by Government. Any document in supporting of bid shall be submitted to Govt. in electronic format only through on line (by scanning etc.) and only hard copy will not be accepted separately.
Remarks	:	Tenderer shall submit their offer in electronic format on website, after digitally signing the same. Offers which are not digitally signed will not be accepted. No offer in physical form will be accepted and any such offer if received by GOG will be outright rejected. Phone: 0288 – 2670287
Bid Opening Date	:	23/01/2026, hrs 12.00 in the office of the Superintending Engineer, Panchayat (R & B) Circle No. 1, Multi Story Building, Rajkot.

Other Details:

Officer Inviting Bids	:	Executive Engineer, Pan (R & B) Division, Jamnagar
Bid Opening Authority	:	Superintending Engineer, Panchayat (R & B) Circle No. 1, Rajkot
Address	:	1/5 Multi Story Building, Rajkot
Contact details	:	0288 2670286

GENERAL TERMS AND CONDITION:-

- (1) Contractors Registered in **Special Cat-III (Road) & Class-B with Road & Building Dept. of Govt. of Gujarat** and above will be permitted to tender. Not more than one tender shall be submitted by a contractor or by firm of contractors. No two or more concern in which an individual is interested as proprietor and / or a partner shall tender for the execution of the same work if they do so, all such tender shall be liable to be rejected.
- (2) Bidders can download the tender document free of cost from the website.
- (3) Bidders have to submit bid in Electronic format only on nprocure website till the Last Date & Time for submission.
- (4) Offers in physical form will not be accepted in any case.
- (5) Fee vendor training camp will be organized every Saturday between 4:00 to 5:00 P.M. at (n)code solutions-A Division of GNFC Ltd., Bidders are requested to take benefit of the same.

Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solution-a division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India.

All bids should be digitally signed, for details regarding digital signature certificate and related training involved the below mentioned address should be contacted;

(n) Code Solutions

A division of GNFC

301, GNFC Infotower, Bodakdev,

Ahmedabad-380 054 (India)

Tel : +91 26857316 / 17 /18

Fax : +91 79 26857321

E-mail : nprocure@gnvfc.net

Toll Free : 1800-233-1010 (Ext.321)

Mobile : 9898540855

Other Terms & Conditions as per detailed tender documents

FORM B-1

જામનગર જિલ્લા

GUJARAT STATE ROADS & BUILDING DEPARTMENT

ગુજરાત રાજ્ય રોડ અને બિલ્ડિંગ ડિપાર્ટમેન્ટ

PERCENAGE RATE TENDER AND CONTRACT FOR WORKS

કાર્યો માટે ટેન્ડર અને કન્ટ્રાક્ટના ટેન્ડરના દરો

જામનગર જિલ્લા

Name of work :- Construction Of Amra – Shapar Road Of Jamnagar Taluka Under MMGSY Yojana Package No. JAM/ BUJ/ MMGSY/ NP/ 2021-22/ P-10. (Remaining Work)

કાર્યો :- અમરા – શાપર રોડ બાંધકામ જામનગર તાલુકા અન્ડર MMGSY યોજના પે.નં. JAM/ BUJ/ MMGSY/ NP/ 2021-22/ P-10. તાલુકા જામનગર.

Division – જામનગર જિલ્લા Executive Engineer, Panchayat (R&B) Division, Jamnagar

જામનગર જિલ્લા રોડ અને બિલ્ડિંગ ડિપાર્ટમેન્ટ
જામનગર જિલ્લા રોડ અને બિલ્ડિંગ ડિપાર્ટમેન્ટ
જામનગર જિલ્લા રોડ અને બિલ્ડિંગ ડિપાર્ટમેન્ટ

Issued to Contractor
Shree M/s.

On Dated : - -2025

જામનગર જિલ્લા રોડ અને બિલ્ડિંગ ડિપાર્ટમેન્ટ
જામનગર જિલ્લા રોડ અને બિલ્ડિંગ ડિપાર્ટમેન્ટ

સાહેબશાહજી સર્કલ, જામનગર તાલુકાના અમરા-શપાર રોડ પર

જામનગર તાલુકાના અમરા-શપાર રોડ પર

જામનગર તાલુકાના અમરા-શપાર રોડ પર

જામનગર તાલુકાના અમરા-શપાર રોડ પર

જામનગર તાલુકાના અમરા-શપાર રોડ પર

MEMORANDUM OF WORKS IN BRIEF

જામનગર તાલુકાના અમરા-શપાર રોડ પર

- 1) Name of work જામનગર તાલુકાના અમરા-શપાર રોડ પર
Construction Of Amra – Shapar Road Of
Jamnagar Taluka Under MMGSY Yojana
Package No. JAM/ BUJ/ MMGSY/ NP/ 2021-
22/ P-10. (Remaining Work).
- 2) Estimated Cost - રૂ. 97,79,976-95
- 3) Earnest Money - રૂ. 98,000-00
- 4) Validity period of tender offered
The tender for the work shall remain open for a
period of 120 days counted from the stipulated
last date of receiving of the tenders online for
this work
જામનગર તાલુકાના અમરા-શપાર રોડ પર
જામનગર તાલુકાના અમરા-શપાર રોડ પર
જામનગર તાલુકાના અમરા-શપાર રોડ પર
જામનગર તાલુકાના અમરા-શપાર રોડ પર
- 5) Security Deposit- રૂ. 2,45,000 - 00
(i) In the form of small savings or Narmada
Bonds. (or minimum one year time limit.)
જામનગર તાલુકાના અમરા-શપાર રોડ પર
જામનગર તાલુકાના અમરા-શપાર રોડ પર
જામનગર તાલુકાના અમરા-શપાર રોડ પર (2.5% of Est. Cost.)
(ii) To deducted from bills (2.5% of Est. Cost.)
જામનગર તાલુકાના અમરા-શપાર રોડ પર
જામનગર તાલુકાના અમરા-શપાર રોડ પર
(iii) Performance bond of Schedule Bank
જામનગર તાલુકાના અમરા-શપાર રોડ પર (5% of
Est. Cost put to Tender.)
જામનગર તાલુકાના અમરા-શપાર રોડ પર
- 6) Total રૂ. 9,80,000 - 00
- 7) Tender Fee રૂ. 2,400/-
- 7) Time allowed for completion of the work from
the date of written order to commence
6 Months
જામનગર તાલુકાના અમરા-શપાર રોડ પર
જામનગર તાલુકાના અમરા-શપાર રોડ પર
- 8) Other details
(i) Date on or before which the tender must be
submitted Online.
Dt. -0 -2023 to -0 -2023 Up to (18:0 Hrs.)
જામનગર તાલુકાના અમરા-શપાર રોડ પર
જામનગર તાલુકાના અમરા-શપાર રોડ પર
(ii) Mode of sending the tender
જામનગર તાલુકાના અમરા-શપાર રોડ પર

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(b) Tenders sent by post will be Out right rejected.

(iii) Description essential to be made on bid

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(iv) Mode of quoting rate in Schedule “B”

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a) Online through E-tendering only.

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a)Name of Work.....????????

b) Last date of Receiving the tender

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In figures as well as words

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 - Clause 21-A Regulations for scaffolds, working platforms, gangways and stairways
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NOTICE INVITING TENDERS

1. Tenders are inviting on behalf of Governor of state of the Gujarat for The work Construction Of Amra – Shapar Road Of Jamnagar Taluka Under MMGSY Yojana Package No. JAM/ BUJ/ MMGSY/ NP/ 2021-22/ P-10. (Remaining Work) The work is estimated to cost of Rs. **97,79,976-95** This estimate however , is given as a rough guide.
2. The work are required to be completed within **..6 (Six).** months as per the terms of the contract conditions.
3. The contractor whose name are borne of the approved list of contractors of Gujarat State R&B Dept/W.R.D. Contract/firm / Joint ventures. Contractors Registered in Class D and **Special Cat-III (Road) & Class-B with Road & Building Dept. of Govt. of Gujarat** and above will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and/ or a partner shall tender for the execution of the same work .if they do so, all such tender shall be liable to be rejected.
4. Applications with necessary documents like tender fees, solvency certificate, Certificates supporting to Registration certificate etc. related documents needed to be furnished as specified in tender notice shall have to be submitted to **Executive Engineer Panchayat (R&B) Division, Jamnagar.** So as to reach his office not later then **-0 - 2025. to -0 -2025.**
5. A tenderer shall produce an income tax clearance certificate along with tender documents
6. Tender documents consisting of condition, specification ,Schedule(s) of quantities of the various classes of work to be done, the conditions of contract etc; could be down loaded free of cost, but tender fees of Rs. **2,400** /- shall have to remit during **-0 - 2025. to -0 -2025.**
7. Copies of other drawings and documents pertain to tender and signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tender at the following officer or his accredited representative will be open for inspection by tender at the following offices during working hours between the dates mentioned in clause 6 above
 (a) **E.E.Panchayat R&B Division, Jamnagar**
 (b) **S.E. P.R&B Circle No.1, Dr. Rescrose Road, Rajkot.**
8. Tenderer are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents samples, site etc; whether he inspects them or not
9. Submission of a tender by tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tool and plant etc. will be issued to him, by Government and local conditions and other factors bearing on the execution of the works.

10. A tender should quote in figures as well as in words the rate(s) tendered. The amount for each item should be worked out and the requisite total given. Special care shall be taken to write rates in figures as well as in words and the amount in figures only and in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures the words Rs. should be written before the figure of rupees and the words 'paise' after the decimal figure e.g. Rs. 2.15 p. and in case of words the words 'Rupees' should precede and the words 'paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only', it should invariably be up to two places of decimal.
11. All rates shall be quoted on the tender form.
12. The tender for the works shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may and has/have tender for the same works. Failure to observe this condition shall render the tender of the contractor tendering, of those witnessing the tender, liable to rejection.
13. Tender shall be received by On Line through E- tendering by **E.E.Panchayat R&B Division, Jamnagar** up to 18:00 Hours up to the **-0 -2025**. (date) and shall be opened at **12.00** hours on **- 0 -2025**. in the presence of tenders who may be present as per the rule of 4" General Rules and Directions for the Guidance of Contractors" Printed in this form.
14. In the case of contractors who have not furnished standing security, the tender shall have to furnish earnest money (unless exempted from depositing it) of **Rs.98,000...** Treasury Challan / Deposit at call Receipt issued in favour of **Executive Engineer, Panchayat (R&B) Division, Jamnagar.** by a scheduled bank the amount being credited to **Executive Engineer, Panchayat (R&B) Division, Jamnagar.** A contractor exempted from depositing earnest money/security in individual case (s) shall attach with the tender an attested copy of the letter exempting him from depositing earnest money/security and shall produce the original when called upon to do so.
15. A tender shall submit the tender which satisfied each and every condition laid down in this notice and tender documents, failing which the tender will be liable to be rejected.
16. The Governor of the State of Gujarat does not bind himself to accept the lowest or any tender or to give any reasons for the decision.
17. This notice of tender shall form part of the contract documents For and behalf of Governor for the state of Gujarat

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Date:

Signature.....

Designation.....

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GUJARAT STATE ROADS & BUILDING DEPARTMENT
INTEIM TENDER AND CONTRACT FOR WORKS
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III : Necessary records should be maintained for refusal of such tenders in the registers for receiving tenders and should be initialed by the concerned Executive Engineer.

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Contractors to please read this Carefully :

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1. The percentage in Schedule 'B' must be given in words and figures. Amount thus worked out must also be entered in column and grand total of amount must be struck out by the tenderer.

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2. If the tender is taken in favour of the company, a power of attorney in favour of the person who may have signed the tender for the company must accompany the tender.

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3. Solvency certificate of a Bank of an amount up to 20% of the tendered cost plus the amount of works on hand still to be executed will have to be produced by the contractor.

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

The Contractors who have secured exemption certificate for payment of earnest money by depositing Lump Sum earnest money Deposit need not pay earnest money, but produce the certified copy of the exemption certificate along with the tender.

If the contractor do not turn up to pay the Security Deposit and execute contract agreement within specified (or extended) time after intimation to him about acceptance of this offer, the earnest money paid for this work will be forfeited and according to clause -1 of this tender form tenderer's tender shall be rejected and then according to aforesaid provision of tender, action to blacklist the contractor will be initiated without Delay.(Vide R & B D.G.R.No.Misc-1097-90-1091/97-Z/C dated 4-10-97

5. The contractor shall have to furnish Income Tax Clearance Certificate before his tender is accepted and intimate assessment number and ward under which he is assessed.

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6. Copies of certificate as regards previous experience , if any, must accompany the tender.

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7. Declaration showing all works on hand with the Contractor and the value of works that remains to be executed in each case must accompany the tender.

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8. All pages of Schedule ‘A’ and ‘B’ and specifications should be initialed by the Contractor.

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9. All corrections, erasures and overwriting should be initialed by the Contractor.

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10 Discrepancies and adjustment of Errors : ???
Any error in quantity or amount in Schedule ‘B’ showing items of works to be carried out shall be adjusted in accordance with the following rules.

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a) In the event of a discrepancy between description in words and figures quoted by a tenderer in the rates column, the description in words shall prevail.

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b) In the event of an error occurring in the ‘amount’ coloumn of the Schedule ‘B’ showing items Of work, as a result of wrong multiplication of the unit rate and quantity; the unit rate shall be regarded as firm and multiplication shall be amended on the basis of the rate.

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c)All errors in totalling in ‘amount’ column in carrying forward totals shall be corrected.

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4. Any person who submits a tender shall fill up the usual printed form including the column total according to estimated quantities stating at what rate he is willing to undertake each item of the work. Tender which proposes any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other condition of any sort , will be liable to rejection. 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, Tender shall have the name and the number of the work (to which they refer) written outside the envelope.

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OR

The following rule shall apply to the works having estimated cost of Rs.100 lacs (Rupees One Hundred lacs) and above. (G.R, R & B.D No. TNC-1777-281C , dated 30-7-1992)

- (a) It is not desirable to make any alteration in the works specified in the said tender form of invitation to tender or in the time allowed for carrying out the work or any other conditions of any sort. However, if it is felt necessary by the

tenderer to have any conditions, he shall have to submit a sealed cover containing two separate covers for 'technical bid' and 'price-bid' duly super scribed on the sealed cover. No such tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each .Tender shall have the type of bid and the name of the work (to which they refer) written.

Outside envelopes as under :

- (i) Technical bid for the work of
(ii) Price bid for the work of
(b) If any price-bid contains any conditions the same shall have to be rejected outright. Document of payment of earnest money or exemption certificate should accompany the technical bid cover.
(c) The tenders i.e. Price-bids and technical bids in separate should be submitted simultaneously be the '**Online through E-Tendering Only**'. The 'Technical and Price' bids shall contain adequate cross reference wherever necessary to ensure clear and proper correlation of them with two bids without any ambiguity whatsoever.
(d) The bidders shall clearly indicate deviation (s) from specifications or the tender conditions very explicitly in the appropriate section and submit a copy of the same with the technical bid. It should be very clearly understood by all tenderer that the technical bid should be restricted only to technical matters and stipulations of conditions, if any by tender having financial implications. The price of main tender should not be disclosed in the technical bid.
(e) The technical bid will be opened first on at AM in the presence of those bidders who remain present. The date and time of opening of price bids will be determined by the officer who opens the tender, and the same will be intimated to the bidders if required after the technical-bid proposals are opened and analysed and all clarifications/price variations, if any obtained.

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8. The memorandum of the work to be tendered for and the schedule of materials to be supplied by Public Works Department and there rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form

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10. Every contract shall, unless exempted in writing by the Superintending Engineer concerned, produce along with this tender a solvency certificate of his financial ability from the Collector of the district within which he resides or a Banker's certificate. If he fails to produce such a certificate his tender will not be considered.

[illegible]

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14. The Contractor will have to construct a shed for storing controlled and valuable materials issued to him under schedule 'A' of the agreement at work-site having double locking arrangement . The materials will then be taken for use in the presence of the Department person. No materials will be allowed to be removed from the site of work.

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QUESTION

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I/ We hereby tender for the execution for the Governor of Gujarat (hereinbefore and hereinafter referred to as Government) of the work specified in the underwritten memorandum within the time specified in such memorandum at the tendered rates specified in Schedule 'B' (memorandum showing item of works to be carried out) and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in this tender and in Clause 13 of the annexed conditions of contract and agree that when materials for the work are provided by Government , such materials and the rates to be paid for them shall be as provided in schedule 'A' hereto.

[illegible]

* Strike out which ever is not applicable

[illegible]

+ In figures as well as words

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MEMORANDUM – યાદી

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Note : The normal rate of Security Deposit is 5 percent for works upto Rs. 15 lacs and further 5 % as performance bond for works above Rs.15 lacs, out of 5% of Security Deposit 50% is Payable at the time of acceptance of tender and the balance by deduction from progress bills.

TERMS & CONDITIONS OF CONTRACT

CLAUSE 1 : Security Deposit :

The person/persons whose tender is accepted (hereinafter called the “Contractor” which expression shall, unless excluded by, or repugnant to the context include his Legal heirs, executors, administrators and assigns) shall (a) Deposit with the Executive Engineer a sum sufficient to make up the full security deposit specified in the tender in cash or Government securities (as mentioned in para 208 of Gujarat Public Works Department Manual Vol.1) duly transferred in the name of the Executive Engineer or fixed deposit receipts of Term Deposits of Narmada Project in the name of the Executive Engineer within a period of 10 days from the date of receipt of the Notification of his tender , or (b) (I) deposit fifty percentage of the total security deposits as specified in the tender form with the Executive Engineer in Cash or in form of small saving schemes or securities of Sardar Sarovar Narmada Nigam or F.D. Rs. Of scheduled bank, However, the Contractor can deposit twenty five percentage of total security deposit in the form of Govt. security (as mentioned in para 208 of Gujarat Public Works Department Manual Vol. 1) or Term Deposits of Narmada Project duly transferred in the name of the Executive Engineer, or fixed deposit receipts in the name of the Executive Engineer within a period of ten days form the date of receipt of notification of acceptance of his tender . if the security deposit is not paid within the above specified time, no work order will be issued till the issue about delay is finally decided by the competent authority . (b) (ii) The Government shall be deemed to have been authorised to deduct the balance of fifty percentage of the security deposit as specified in the tender form from the amounts that become payable to the contractor for the work done under the contract from time to time, such deduction shall not exceed ten percentage of the amount so payable and the whole amount paid in cash or by way of deduction shall be held by Government by way of security deposit. For the works whose estimated amount is more than rupees fifteen lacs, the Contractor shall have to give the performance bond of any schedule bank equivalent to five percentage of the estimated amount put to tender along with the initial security deposits. All compensation, Liquidated damages or other sums or money payable by the contractor to Government under the terms of this contract shall be deducted from or recouped by the realization of a sufficient part of his security deposit, or from the interest arising there from or performance bond or from any sums which may due or may become due by Government to the Contractor on any account whatsoever and whether in respect of this contract, any other contract, or otherwise . in the event of his security deposit being reduced by reason of any such deduction or recipient as aforesaid, the contractor shall within ten days thereafter, make good in cash or in Government securities transferred as aforesaid any sum or sums required to make good the shortfall in the amount of the security deposit. The security deposit , when paid as above shall at the cost of the depositor, be converted into interest bearing Government securities in the name of Executive Engineer provided that the depositor has expressly desired this in writing. This is subject to the condition that twenty five percentage of the total security deposit must be held in the form of small saving Schemes or Term Deposits of Narmada Project. If the full amount of the security deposit to be paid as above within the period specified above, is not paid the tender/contract already accepted shall be considered as cancelled and legal steps shall be taken against the contractor for recovery of the amounts.

Fifty percent of the security deposit along with performance bond shall become refundable within 15 days after the final completion certificate is issued as per clause -7. All dues under this contract or other contract, or otherwise, shall be recovered from the aforesaid amount of fifty percentage of the said security deposit and the balance shall be refunded within fifteen days after the final certificate is issued as per clause 7. The remaining fifty percentage of the security deposit shall be refunded after the expiry of the Defect Liability period as per clause 17 and 17-A after deducting there from the amount of expenses, if any, due to Government under this contract. (See Performance bond on page no. 44)

CLAUSE 2 : Liquidated damages for delay :-

(i) If the Contractor fails to complete the work under contract by the stipulated date, he shall pay liquidated damages of at the rate of 0.1 percentage of the contract value per day from the date of delaying the said work upto the date of completion and handing over to the Government.

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

* AS corrected vide B & CD GR No. TNC – 1091 – 1B – 10 / (11) – C, dated 29-06-92.

(iii) The aggregate maximum of liquidated damages payable under clause No.2 Shall not exceed 0.10 Percentage of contract value per day and shall be subject to the maximum amount of ten percentage of the estimated amount put to tender.

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

CLAUSE 3 : Default by Contractor :

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

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

The Engineer-in –charge if necessary shall direct that a part or the whole of such plant, equipment and material be removed from the site within a stipulated period. If the Contractor fails to do so, the Engineer-in-Charge shall cause them or any part of them to be sold holding the net proceeds of such sale to the credit of the Contractor. After settlement of accounts, the lien by the Government of the contractor's remaining plant equipment and balances of materials shall be released.

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

CLAUSE 4 :

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

(Clause 1,2,3 and 4 are substituted vide GR NO. TNC –1091/IB-10/(11)-C , dated 15-10-91& modified by GR dated 29-10-91 & G.R. No TNC – 1088/IB/18(13) – C dtd 31/8/94 and no TNC-10/2002-14-C dated 28/4/03 and 10-9-03)

CLAUSE 5 :

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

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

CLAUSE 8:

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

CLAUSE 9 :

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

CLAUSE 10 : Bills to be submitted monthly :

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

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

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CLAUSE 11 :

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

CLAUSE 12 :

If the specification of the work provides for the use of any special description of materials to be supplied from the Departmental Store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged therefore as here in after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum here to annexed) the contractor shall be supplied with materials and stores as may be required from time to time to 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 then deposit, or the proceeds of sale thereof, if the deposit is held in govt. Securities , the same or a sufficient portion thereof shall, in that case be sold for the purpose . All materials supplied to the contractor shall remain the absolute property of Govt. 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-chare. Any such materials, unused and in perfectly good condition at the time of completion or termination of the contract , shall be returned to the Departmental store if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with the consent in writing of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.

For materials provided in schedule-A and consumed in excess quantities, the rates provided in Schedule A shall be increased/executed corresponding to the increased/decrease in the new rate payable for excess quantity as compared to the tender-rates. The rate for materials provident in extra items will be the issue rates plus storage charge ruling on the date of issue of such quantity of materials.

CLAUSE 12A :

The contractor shall be entitled to use the materials supplied by the Department only to the extent of quantities of such materials required for execution of the work as per theoretical calculations. The Engineer-in-charge may however, on being satisfied that a large quantity of such materials is required for the execution of the work, permit the contractor to use such large quantity of the materials, Such permission shall be given in writing.

The contractor is bound to return in good condition such materials issued in excess of the requirements so worked out or in excess of the quantities so permitted to be used by the Engineer-in-charge if the contractor fails to return such extra materials within a period of 15 days from the date of the demand in writing of such materials being made by the Engineer-in-charge , he shall be charged for the excess materials at double the issue-rates for such materials specified in Schedule A of the contract Agreement.

CLAUSE 12B:

All stores and materials such as cement, if the consumption of which exceeds 25 tons and steel etc. supplied to the contractor by Government shall be kept by the contractor in separate godown provided with a double lock. The key of one of the lock shall remain with the Engineer-in-charge or his agent. The godown shall be accessible to the Engineer-in-charge or his agent at all times. No materials shall be allowed to be removed from the site of the work and any material required for the execution of the work shall be taken out from the godown only in the presence of a duly authorised agent of the Engineer-in-charge.

CLAUSE 13:

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

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

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

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

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

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

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

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

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

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

CLAUSE 14.1 :

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

14.2. Except that when the quantity of any item exceeds the quantity as in the tender by more than 10% the contractor will be paid for the quantity in excess of 10% at the rate entered in the

S.O.R. of the year during which the excess in quantity is first executed and for the materials consumed in excess quantity the rate for the materials to be charged would be the basic rate taken into account for fixing the rate for the S.O.R. above instead of the rate stipulated in schedule – A.

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

(i) At the rate derived from the item within the contract which is comparable to the one involving additional or altered class of work, where there are more than one comparable items, the item of the contract which is nearest in comparison with regard to class or classes of the work involved shall be selected and the decision of the Superintending Engineer as to the nearest comparable item shall be final and binding on the contractor.

(ii) If the rate cannot be derived in accordance with (I) above, such class of works shall be carried out at the rate entered in the Schedule of Rates of the Division for the year in which the tender was received, increased or decreased by the percentage by which the tender amount is more or less as compared to the amount arrived at the rates in the “Schedule of Rates” of the Division in the year in which the tender was received. If the Schedule of rates of the Division does not contain all the items the percentage increase or decrease of the tender shall be calculated considering such items which were included in the “Schedule of Rates” of the Division for the year and for materials consumed on such item the rate to be charged would be the basic rate taken into account for fixing the rate in S.O.R. referred to above instead of the rate stipulated in schedule ‘A’.

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

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

accepted by the competent authority, the alternation above referred to shall be within the scope of such designs, drawings and specifications appended to the tenders.

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

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

CLAUSE 15: No claim for any payment of compensation for change or restriction of work

If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever, require the whole or part of the work, as specified in the tender, be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing, stating the fact to the Contractor

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

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

CLAUSE 16: Time limit for unforeseen claims :

The contractor shall not be entitled to any compensation from Government on any account unless where allowed by the conditions of this contract. In such cases the contractor shall have to submit a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

CLAUSE 17 : Action & compensation in case of bad work :

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

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

Clause 17A : Defect liability period :

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

- (a) For all works costing up to Rs. 50,000 (amount put to under), the period: shall be 6 months from the certified date of completion.
- (b) For all works costing more than Rs.50,000 and up to Rs.1 crore (amount put to under) The period shall be 12 Months from the certified date of completion or one monsoon whichever is later.
- (c) For major projects costing more than Rs.1 crore, the period shall be 36 months:, from the certified date of completion which should include one monsoon.
- (d) For building works, the specified in (a), (b) or (c) above OR elapse of monsoon period following the certified date of completion, whichever is later. For the purpose of deciding the monsoon period, the 30th September may be treated as the last ditto.

Clause 17-B: Free Maintenance Guarantee Period: - As per attached sheet -

2.0 The contractor shall have to give FIVE YEARS free maintenance guarantee from the certified date of completion, during this period contractor shall have to repair the damaged portion of the B.T. crust surface of road at his risk and cost as per direction of Engineer-in-charge. If B.T. crust surface during maintenance period of 5 years is warned out, then agency shall have to provide renewal coating as per tender item as directed by Engineer-in-charge 2.5 % of each running bill shall be withheld and will be released after the free maintenance guarantee period (i.e. 5 years) is over. However, this amount shall be released against fix deposited or Bank Guarantee pledged in the name of Executive Engineer.

Clause 17-B (3):

2.5 % of the amount eligible for the payment of Bituminous item shall be withheld till miscellaneous items like earthwork in embankment/cutting for side shoulders, side gutters, kilometer/indicator/guard stones, sign board etc. are completed in all respect by contractor. After completion of Miscellaneous items, the above said 2.5 % withheld amount shall be released.

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

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CLAUSE 18: A

(i) G.R.B. & CD NO. RGN-6090-UO 24 (42)-C, dated 26-11-90.

Employment of a qualified site Engineer by the Contractor. The Contractor shall employ full-time technically qualified staff during the execution of this work as under :-

1. Two graduate Civil Engineers and three diploma Civil Engineers when cost of the work to be executed is more than Rs.50 lakhs.
2. One graduate & two Diploma, Civil Engineers when the cost of the work to be executed is more than Rs.15 lakhs but less than Rs.50 lakhs.

CLAUSE 21: Contractor to supply plant, ladders, scaffolding etc. and is liable for damage arising from non-provision of lights, fencing etc. :

[illegible][illegible][illegible]

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

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

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

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

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(i) be of sound material ???? ???

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

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(iii) be maintained in proper condition ???? ?????????????????????????

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

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

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

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

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

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(i) Working platforms, gangways shall –

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

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

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(iii) be kept free from any unnecessary obstruction.

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

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

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

(f) No person who is below age of 15 years shall be in control of any hoisting machine, including any scaffolds, nor shall give signals to the operator.

(g) In the case of every hoisting machine and of every chain, ring hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.

(h) Every hoisting machine and all gears referred to in preceding regulation shall be plainly marked with the safe working load.

(i) In the case of hosting machine having a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated.

(j) No part of any hoisting machine or gear referred to in regulation 'g' above shall be loaded beyond the safe working load except for the purpose of testing.

(k) Motors, gears, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with sufficient safeguards.

(1) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.

(m) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.

CLAUSE 22 : Measures for Prevention of Fire :

When such permit is given, and also in all cases when destroying cut or dug up tree, bush wood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or other-wise damaging surrounding property. When such permit is given and also in all cases when destroying cut or dug up tress, bush wood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or other-wise damaging surrounding property.

Compensation for all damage done intentionally or unintentionally by Contractor's laborers whether in or beyond limits of Government property including any damage caused by the spreading of fire mentioned in the clause 22, shall be estimated by the Engineer-in-charge, or such other Officer as he may appoint and the estimates of the Engineer-in-charge, 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 on demand, failing which the same

[illegible][illegible]

CLAUSE 25 : Deleted

The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceeding to get himself be adjudicated an insolvent or make any compromise with his creditors, or 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 to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensue as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under contract .

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CLAUSE 27: Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss :

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

[illegible][illegible]

CLAUSE 28 : Change in the constitution of firm to be notified :

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

[illegible]

CLAUSE 29: Works to be under directions of Superintending Engineer :

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

[illegible]

CLAUSE 30 : (1) Disputes to be referred to Tribunal :

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

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

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

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[illegible]

[illegible]

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[illegible]

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

[illegible]

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

[illegible]

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

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

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

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

Clause 38 :

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

Clause 39 : Employment of famine or other labour :

The contractor shall employ any famine, convict or other labour or particular kind or class, if ordered in writing to do so by the Engineer-in-charge.

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Clause 40 :

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

Clause 41 :

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

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Clause 42 : Entering upon or commencing any portion or work :

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

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Clause 43 : Minimum age of person employed :

(I) No Contractor shall employ any person who is under the age of 18 years.

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Clause 43(1) (A) :

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

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

[illegible]

The Contractor shall not be entitled to any payment of compensation on account of any loss that the Contractor may have to incur on account of the action as aforesaid. Before the action as

- (4) There should be no over-crowding. Floor spaces at the rate of 2.8 Sq.m. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
- (5) The contractor must find out his own land. If he wants Government land, he should apply for it and pay assessment for it.
2. **Drinking Water** : The contractor shall as far as possible, provide an adequate supply of chlorinated pure potable drinking water for the use of laborers. This provision shall be at the rate of not less than 4.5 liters per head . No provision need-be made where there is a suitable nala, river or well within 0.4 km of the camp. However arrangement should as far as possible, be made to chlorinate water by chlorinated tables fore it is allowed for drinking purpose .
3. The contractor shall construct semi permanent latrines for the use of Laborers on the following scale, namely (a) Where female are employed , there shall be at least one latrine for every 25 females . (b) Where males are employed there shall be at lest one latrine for every 25 males provided that where the number of males or female exceed 100 , it shall be sufficient if there is one latrine for every 25 males or females , as the case may be upto the first 100 and one for every 50 thereafter.
4. **Privacy in latrines** : Every latrine shall be under cover and so partitioned off as to secure privacy , and shall have a proper door and fastenings.
5. **Notice to be displayed outside latrines and urinals** : (1) Where workers of both sexes are employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority f the workers For Men Only or For Women Only : as the case may be. (2) The notice shall also bear the figures of a man or of a women, as the case may be .
6. **Urinals** : There shall be at least one urinal for male/female workers upto 50 employed at a time . Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 males or females or part thereof.
7. **Latrines and Urinals to be accessible** : (1) The latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment . (2) (I) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times (ii) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
8. **Water for latrines and urinals** : Water shall be provided by means of pipes or tanks or the rise, so also be conveniently accessible in or near the latrines and urinals.
9. **Bathing and washing places** : (1) The contractor shall construct sufficient number of bathing places every unit of 20 persons being provided with a separate bathing place. (2) Washing places should also be provided for the purposes of washing clothes. Every unit of 30 persons shall have at least one washing place. (3) such bathing and washing place should be suitably screened and separate places provided for male and female workers . (4) Such facilities shall be conveniently accessible and shall be kept in clear and hygienic condition.
10. **Drainage** : The contractor shall make sufficient arrangement for draining away the sewerage water as well as water from the bathing and washing places and shall dispose off this waste water in such as way as not to cause nuisance. The contractor should obtain a permission from the Gujarat Water Pollution Control Board, Gandhinagar if Water is so be drained in river or near the well . The contractor would put malaria oil once in a week in stagnant water round about the residence.
11. **Medical facilities** : The contractor shall engage a medical officer with a traveling dispensary for a camp having 500 or more persons if there is no Government or other private dispensary situated within 6 k.m. from the camp.
12. **Conservancy and cleanliness**: The contractor shall provide the necessary staff for effecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-in-charge . At least one sweeper per 200 persons should be engaged. Conservancy staff should dump refuse in compost pit, away from the labour camp.
13. **Health Provisions** : The District Health Officer of the District or the Deputy Director of Health Service shall be consulted before opening a labour camp and his instructions on

matters, such as the water supply, sanitary convenience, the camp-site, accommodation and food supply shall be followed by the contractor.

14. Precautions against epidemic : (a) The authorities in charge of the colonies should get the laborers inoculated against cholera and plague and vaccinated against smallpox at the time of recruitment , if they are not inoculated or vaccinated within 6 months or 3 years respectively prior to the date of recruitment. (b) When, in any labour camp there is an epidemic disease or is threatened with such an outbreak, the authorities in charge of the labour camps should ensure that all the inmates of the labour colonies are inoculated or vaccinated as the case may be , depending on the diseases, within 72 hours after the outbreak. (c) The authorities in charge of the labour colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day of the outbreak, of the Mamlatdar of the Taluka, the District Health officer or to the Deputy Director of Public Health in charge of that area and the Director of Public Health. Thereafter they should continue to send daily reports to the above officers in the prescribed form regarding the progress of the epidemic disease. (d) When the authorities in charge of the labour colony suspect or have reason to believe that any immediate of the labour colonies is suffering from the infectious or contagious disease , they shall forthwith arrange for the segregation of such persons to isolated huts to be specifically provided for the purpose and also for their treatment (e) As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labour colonies should report promptly the occurrence of unusual incidence of cases of malaria and also inform the District Health Officer of the District, Deputy Director of Public Healthy (Malaria) and the Director of Public Health and also arrange to institute all necessary anti malarial measures as may be advised by the officials of the Public Health Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) the rent for the land and building.

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

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

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

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

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

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

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

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

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

CLAUSE 60 - NIL

Clause 60A : Price Variation for Cement Steel and Asphalt brought by Contractor :

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

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

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

Input Rate		QUANTITY		STAR RATES	
Rs. 4756.00	Per M.T	Cement: 361.00	M.T	Rs.	Per M.T
Rs. 31500.00	Per M.T	Mild steel	M.T	Rs.	Per M.T
Rs. 36000.00	Per M.T	TMT steel: 11.50	M.T	Rs.	Per M.T
Rs. 51910.56	Per M.T	Bulk Asphalt: (VG-10)	65.00 M.T	Rs.	Per M.T

The above star rates are linked with Reserve Bank of India price index for steel and cement for the month in which the DTPs are approved. The star rate for asphalt will be based on the rate of Koyli Refinery prevailing on the date on which the estimate is prepared. The month in which DTP are approved will be specified in the tender document

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

- For Cement, Price of cement from authorized dealer should be obtained for the month in which the DTPs are approved & mentioned as star rate before issue of tender copy.
- For steel & H.Y.S.D. bars, rate of SAIL should be obtained for the month in which the DTPs are approved and mentioned as star rate before issue of tender copy.
- For basic index specific month in which the DTPs are approved should be mentioned before issue of tender copy. The fluctuations in rates of cement and steel shall be adjusted in the bills payable to the contractors as under :

$$A = B \times \left\{ \frac{C1}{C0} - 1 \right\} \times D$$

A = Difference of Amount payable or recoverable

B = Star rate of steel / cement / Asphalt

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

C0.- Price index of cement/steel for the month in which the DTPS are approved published in monthly bulletin of Reserve Bank of India).

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

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

1. No Ceiling for escalation for difference in the cost of steel and cement will be applicable.
2. This clause shall be operative from the date of issue of work order and up to the expiry of original and extended time limit.
3. This formula shall be used individually for cement/mild steel and Tor steel for calculating adjustment.
4. The cement and steel brought by the contractor on site of work shall be used only after the same is tested by the Department.
5. If such materials are not found as per the requirement of I.S. specification , the same shall be removed by the contractor for which no claim shall be entertained.
6. This clause will be applied to the work irrespective of the cost of work (vide R & B D.G.R. No TNC /1089/(4) /C dtd.21/10/05)

Conditions for variation in rates of asphalt only :-

1. The Contractor shall procure asphalt directly from refinery only.
2. The Contractor will not be furnished "P" from for purchase of quantity of asphalt required for this work.
3. The Contractor will have to produce in original all the gate passes issued by the refinery and also the bill in original to the Engineer-in-charge.
4. The Number of transport tanker carrying the asphalt shall be furnished by the contractor.
5. The test certificate regarding the grade of asphalt as well as test result of asphalt from GERI Laboratory or other Laboratory approved by R & B Department shall have to be produced.
6. The difference between two actual rates of purchase as per original bill of the refinery produced and the star rate shown about in this clause shall be payable/recoverable for the quantity of asphalt actually used in this work This difference shall be payable/recoverable for the asphalt consumed in the work executed during original & extended time limit, if time limit is extended for reasons of delay attributable to the department. This difference shall not be payable for the work executed in extended tome limit, when extension is given for the reason of delay attributable to the contractor.
7. The difference will be payable/recoverable from the date of issue of work order and this price variation will not be subject to any selling.
8. No advance payment or secured Advance will be payable against asphalt.
9. This part of clause for price variation of asphalt will be applicable for works estimated to cost above Rs.5 Lacs and involving use of asphalt.

(Authority R & B D GR No. TNC – 1089 (4) – C , dated 31-8-1991 modified vide G.R.s of even numbers dated 5-10-1991 & 7-4-1992 and G.C.No. STR – 1097 – 182/H dated 27-11-97, 21-11-98 Misc-1093-UO-53-40-C dated 16-6-2001 & No.S.T.R.-10-2001-M-34/29/H dated-4-10-05 & 2-2-07 of R&BD)

CLAUSE 61 : FENCING AND LIGHTING :

- (a) The contractor shall, unless otherwise specified, be responsible for the proper fencing, lighting grading and taking of the necessary safety measures for all works comprised in the contract and for the proper provision of temporary road, way, foot-way , guards, fences, caution notices, etc. as far as the same may be rendered necessary by reasons of the work for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of

adjacent property and the public and shall remain responsible for any accident that may occur on account of his failure to take proper & timely precautions.

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

CLAUSE 62 : LIABILITY OF ACCIDENTS TO PERSONS :

Responsibilities and liabilities If the contractor under Workmen's Compensation Act are given in clause No.37 in addition following shall also apply :

- (a) On the occurrence of an accident, which result in death of workmen employed y the contractor or which is so serious as likely to result in death of any such workmen the contractor, shall within 24 hours of happening of such Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Government as a to the provisions of the said act in regard to such accident(s).
- (b) In the case of an accident , in respect of which compensation may become payable under Workmen's Compensation Act . whether by the contractor or by the Government as principal Employer, it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the Contractor, such sum or sum of money as may, in the opinion of the Engineer-in-charge , be sufficient to meet such a liability, The opinion of the Engineer-in-charge shall be final regard to all matters arising under this clause.

CLAUSE 63 : ACCESS TO SITE AND WORK ON SITE :

The Engineer may , if he considers fit form to time, enter upon any land(s) which may be in possession of the contractor this contract for the purpose of executing any work not included in this contract by agents or by other contractors, at this opinion and the contractor shall, in accordance with the requirements of the Engineer-in -charge , afford all reasonable facilities for execution of the work including occupation of lands by structure or otherwise for any other contractor employed by the Government and his workmen for the workmen of the Government who may be employed in the execution on or near the site of the work not included in the contract or of any contract in connection with or ancillary to the work and in default, the contractor shall be liable to the Government for any delay or expenses incurred by reason of such default. Provided always that if damage arising. Make a statement of the same to the Engineer-in-charge who shall from time to time, assess the value in his judgment of such damage and goes Government shall from time to time pay to the contractor the amounts (if any) accepted as justified by the Engineer-in-charge

CLAUSE 64 : REPORTS REGARDING LABOUR :

The Contractor shall submit the following reports to the Engineer-in-charge :

- (I) A daily report in the suitable form of the strength of labour, both skilled and unskilled employed by him on the work(s). The contractor shall increase or decrease the strength both skilled or un skilled . if directed by the Engineer-in-charge. The submission of such reports shall not, however , relieve the contractor of his responsibilities and duties regarding progress or any other obligation under the contract
- (i) A classified weekly return in the suitable form of the number of person employed on the works during the preceding week.
- (ii) A weekly medical report in the suitable form showing the health of the contractor's camp. The number of persons ill or incapacities and the nature of their illness.

- (iii) A report of any accident, which may have occurred , to be sent within 24 hours of the occurrence.
- (iv) Such other report as may be prescribed.

CLAUSE 65 : Treasure Trove :

In the event of discovery by the contractor or his employees, during the progress of work of any gold, silver, oil or other minerals of any description and precious stones , treasures, coins, antiquates, relic, fossils or other articles or value of interest whether geological, archaeological or any other such treasure & other things shall be deemed to be the absolute property of the Government and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-charge , from time to time, and relieve the same to such persons as the Engineer-in-charge may appoint.

The contract shall take all reasonable precautions to prevent his workmen other person from removing or damaging any such articles or things , immediately after the discovery thereof and before removal acquaint the Engineer-in-charge with discovery and carry out his orders for the disposal of the same.

CLAUSE 66 : Indemnity :

The contractor shall indemnify the Government against all actions, suits, claims & demands through or made against the Department in respect of work of this contractor against any loss damage to Department in consequence of any action or suit being brought against the contractor for anything done or omitted to be done in execution of the work of this contract.

CLAUSE 67 :Insurance of Labour :

The contractor shall be responsible to arrange for insurance of all labour, skilled and unskilled workers, supervisors etc. employed by him as per labour regulation of the State.

CLAUSE 68: Setting Out :

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

CLAUSE 69 : Cement Register :

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

CLAUSE 70 : Materials and Works Test Register :

A register in the prescribed form showing day-to-day receipt, consumption and balance of cement on site of work by the Department and every entry thereof shall invariably be signed by the Contractor or his authorized representative in token of its correctness.

CLAUSE 71 : Progress Schedule :

- (a) The contractor shall furnish within one month (unless extended by the Engineer-in-charge) of the order to start the work, the progress schedule in quadruplicate indicating the date or starting. The monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of, procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item , order and manner in such it is proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Engineer-in-charge. Further the dates for the progress , as in this schedule shall be adhered to.
- (b) in case it is sound necessary, at any stage to alter the schedule. the contractor shall submit in good, time a revised schedule incorporating necessary modification proposed and get the same approved from the Engineer-in-charge . No revised schedule shall be operative without such acceptance in writing. The Engineer-in-charge is further empowered to ask for more detailed schedule or schedule. any by week, for any item or items and the contractor shall supply the same as and when asked for.
- (c) The Engineer-in-charge shall have, at all times, the right, without in any way vitiating this contract forming grounds for any claim, to alter the order of the work of any part thereof and the contractor shall after receiving such direction, proceed in the order directed. The contractor shall also revise the progress. Schedules accordingly and submit four copies of the revised schedule to the Engineer-in-charge within seven days of the said Engineer's direction to alter the order of works.
- (d) The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress-schedule, The working and shift shall comply with all the Government regulations in force and shall be such, as may be approved by the Engineer-in-charge and the same not be varied without the prior approval of Engineer-in-charge.
- (e) The contractor shall from time to time . as may be required by the Engineer-in-charge. furnish the Engineer-in-charge with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Engineer-in-charge may, if he considers necessary at any time advise alternation in the same. which the contractor shall adopt on notice thereof.
- (f) The progress-schedule(s) shall be in the form of progress chart, forms, statements and/ or reports as may be approved by the Engineer-in-charge.
The contractor shall submit four copies showing the progress of the work in the form of a chart etc. at periodical intervals as may be specified by Engineer-in-charge.
- (g) The approval of the progress schedules by the Engineer-in-charge shall not relieve the contractor of schedule required by the Engineer-in-charge shall not entitle the contractor to any extra payment.

CLAUSE 72 – NIL

CLAUSE 73 – NIL

CLAUSE 75 - NIL

CLAUSE 77 : One percent of estimated cost put to tender for this work after deducting the cost of materials as per Schedule 'A' valued at basic rate in the sanctioned estimate shall be deducted from the running account bills of the contractor for testing the quality of materials and workmanship, no additional testing charges in addition to the above shall be recovered From the contractor (Applicable to R & B works only) (G.R. No R & B TNC /1085 /-4-C Dated 20-12-91) The Engineer in charge will get the cement and steel tested in laboratories of G.E.R.I. Engineering Colleges, Polytechnics, Engineers India Ltd, D.G.T.D. and other laboratories approved by R & B or Water Resources Department or Industries Department and the test results of these Laboratories will be binding to the Contractor about suitable of use of materials (G.R. No R & B TNC /1088 /IB / 220 / 18 - C Dated 31-3-05) However in respect of works involving use of asphalt, the contractor will set up the site testing Laboratory and will provide testing instruments etc. as under :

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

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

1. Penetration test as per I.S. 1203	2. Softening point test as per I.S. 1204
3. Ductility test as per I.S. 1208	4. Viscosity test as per I.S.1206
1. Specification gravity test as per I.S.1202	

The instruments provided should be as per I.S. Standard , so certified and be regularly and periodically (R. & B. D. G.R. No. SSR-1099-IB/91(9)-c dated 26-7-1999)

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Annexure : The information in the following annexure specimens should be furnished on separate letter pad if necessary.

ANNEXURE - 1

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

To

The Executive Engineer

----- Division :

PLACE :

DATE :

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

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

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

Dated Signature of Tenderer

ANNEXURE-2

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ANNEXURE - 3
PERFORMANCE BOND
(See clause no. 1)

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

Principal (Contractor)

Surety (Bank)

Sum of bond (express in words and figures)

Contract No. and date of Contract

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

THE CONDITION OF THIS OBLIGATION IS SUCH : That whereas the principals have
entered in to a contract with the Employer numbered and dates as shown above and hereto
attached for the execution of work

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

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

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

In the presence of witness

Principal

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

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items No. □□□□□□□□□□	Quantities estimated out or less □□□□□□□□□□□□□□ □□□ □□□□□□□□□□□□□□ □□□	item of work □□□□□□□□□□□□	Tendered Rates □□□□□□□□□□ □□□□□□□□□□ □□□□	Unit □□□□	Total amount according to estimated quantities □□□□□□□□□□□□ □ □□□□□□□□□□□□ □□□
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1	2	3	4	5	6
		As per Separate sheet attached			

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

*Estimated amount

*Estimated amount

Put to tendere Rs..... Put to tendere Rs.....

Deduct :.....% below Rs..... Add :.....% above Rs.....
Net Rs..... Net Rs.....

In words In words

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

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Notes 2 - All the columns is Schedule should be filled in ink and the total of the entries in the last column should be struck by the contractor under his signature.

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

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

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SCHEDULE - C (see clause No. -2)

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

Time Schedule of Completion

Percentage of time of the total time limit	Percentage of work	Rate of liquidated damages per day
1	2	3
Earth Work		
25%	16%	0.1%
50%	50%	0.1%
75%	75%	0.1%
100%	100%	0.1%

Building work		
25%	10%	0.1%
50%	40%	0.1%
75%	80%	0.1%
100%	100%	0.1%
Road work		
25%	25%	0.1%
50%	50%	0.1%
75%	75%	0.1%
100%	100%	0.1%
Bridge work		
25%	10%	0.1%
50%	40%	0.1%
75%	80%	0.1%
100%	100%	0.1%

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

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Signature of the Contractor

Executive Engineer
Panchayat R. and B. Division
Jamnagar