

ANNEXURE – II Notice Inviting On-Line Tender

Details about Tender : Tender Notice No. 45 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. 45 of /2025-26 (Including as per Corrigendum)
Name of Project	:	Road
Name of Work	:	Construction of Remaining Work of Nani Khavdi to Gagva Mungni Road of Jamnagar Taluka under SCSP MMGSY Yojana Package No. JAM/ SCSP/ MMGSY/ NP/ 2020-21/ P-02
Estimated Contract Value (INR)	:	Rs. 1,06,76,231-87
Period of Completion (in Months)	:	6 Months
Bidding Type	:	Open
Bid Call (Nos)	:	1
Tender Currency Type	:	Single
Tender Currency Settings	:	Indian Rupee (INR)
Joint Venture	:	Not Applicable
Rebate	:	Applicable

Amount Details :

Bid Document Fee	:	Rs. 3,600/- (Demand Draft)
Bid Document Fee Payable to	:	Executive Engineer Pan (R & B) Division, Jamnagar.
Bid Security / EMD (INR)	:	Rs. 1,07,000/- (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 / 12 / 2025, hrs 12.00
Bid Document Downloading End Date	:	23 / 12 / 2025, hrs 18.00
Last Date & Time for Receipt (Submission) of Bids	:	23 / 12 / 2025, 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	:	24 / 12 /2025, 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

1.	NOTICE INVITING TENDERS
2.	ADDITIONAL INSTRUCTIONS TO PERSONS TENDERING
3.	BANK GUARANTEE
4.	DECLARATION FORM
5.	DECLARATION CERTIFICATE
6.	GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS
7.	TENDER FOR WORK
8.	MEMORANDUM
9.	TERMS & CONDITIONS OF CONTRACT
Clause 1	Security deposit
Clause 2	Liquidated damages for delay
Clause 3	Default by contractor
Clause 4	Action when the progress of any particular portion of the work is unsatisfactory
Clause 5	Non exercise of powers under clause 3 not a waiver
Clause 5-A	Powers to seize tools, plants, machineries, materials and stores of the contractor on invocation of clause 3
Clause 6	Extension of Time limit
Clause 7	Final Measurements and Final bill on completion of work
Clause 8	Intermediate and Final payments
Clause 9	Payment at reduced rates
Clause 10	Bills to be submitted monthly
Clause 11	Bills and rates payable
Clause 12	Materials to be supplied by the Department
Clause 12-a	Consumption and return of materials supplied by the Department
Clause 12-B	Safe custody of materials supplied by the Department
Clause 13	Drawings, Designs, Instructions of the Engineer-in-charge and specifications, order of precedence in case of discrepancies
Clause 14	Excess over Tender Quantities, Extra Items and Variations

Clause 15	No claim to any payment or compensation for alterations or for restrictions of work
Clause 15-A	No claim for delay in supply of materials by the Government
Clause 16	Claims under the contract
Clause 17	Remedies for inferior or bad work, material or workmanship and maintenance clause
Clause 17 -A	Defect liability clause
Clause 18	Work to be open for inspection-Contractor's responsible agent to be present
Clause 19	Notice to be given before work is covered up
Clause 20	Damage to contract work-in-progress and damages to surrounding properties
Clause 20-A	Damages due to acts of God and unprecedented floods
Clause 21	Contractor to supply plant, ladders, scaffolding etc. and is liable for damage arising from non provision of lights, fencing etc.
Clause 21-A	Regulations for scaffolds, working platforms, gangways and stairways
Clause 21-B	Regulations for hoisting appliances
Clause 22	Measures for prevention of fire
Clause 23	Liabilities to contractors for any damages done in or outside work
Clause 24	Deleted
Clause 25	Deleted
Clause 26	Work not to be sublet, consequences for unauthorized subletting, bringing and becoming insolvent.
Clause 27	Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss
Clause 28	Changes in the constitution of firm to be notified
Clause 29	Works to be under directions of Superintending Engineer
Clause 30	Settlement of Disputes and Arbitration
Clause 31	Deleted
Clause 32	Lump sums in estimates
Clause 33	Action where no specifications
Clause 34	Definitions of work
Clause 35	Contractors percentage..
Clause 36	Royalties
Clause 37	Compensation under the Workmen's Compensation Act
Clause 37-A	Liability of the contractor in case of accidents
Clause 37-B	Arrangements for personal safety requirements and first aid
Clause 38	Quantities in the tender to be considered approximate and they are subject to variations
Clause 39	Employment of famine or other labour
Clause 40	Claim for compensation for delay in starting the work
Clause 41	Claim for compensation for delay in the execution of work
Clause 42	Entering upon or commencing any portion of work
Clause 43	Minimum age of persons employed
Clause 42(i)	The payment of fair wages etc
Clause 44	Method of payment
Clause 44A	Set off clause
Clause 45	Deleted
Clause 46	Employment of Scarcity labour
Clause 47	Deleted
Clause 48	Rates inclusive of Sales Tax
Clause 49	Employment through Employment Exchange and local labour
Clause 50	Fair wages
Clause 51	Deleted
Clause 52	List of Machinery
Clause 53	Liabilities of contractor for idleness of Road Rollers deployed by the Department on contract work
Clause 54	Local labour on normal rates
Clause 55	Land on Hire and rental charges
Clause 56	Vaccination to labour
Clause 57	Camp facilities to workers
Clause 58	Gumboots, hand gloves, masks etc., to labourers
Clause 59	No distinction between Harijans and other workers
Clause 60&60A	Price Escalation clause and Star rate

Clause 61	Fencing and Lighting
Clause 62	Liabilities for accidents to persons
Clause 63	Access to site and work on site
Clause 64	Reports Regarding Labour.
Clause 65	Treasure trove
Clause 66	Indemnity
Clause 67	Insurance of labour
Clause 68	Setting out
Clause 69	Cement/steel/ashphalt consumption Register
Clause 70	Materials and work Test Register
Clause 71	Progress Schedule
Clause 72	Deleted
Clause 73	Deleted
Clause 74	Deleted
Clause 75	Deleted
Clause 76	License for contract labour
Clause 77	Recovery of Testing charges and handing over empty cement bags...
Clause 78	Recovery of GST
Clause 79	Recovery of Welfare cess
Clause 80	Contractor's onformative instructions-19...
Annexure -1	Declaration regarding Income Tax , Addresses etc.
Annexure-2	Basic rates considered by the contractor
Annexure-3	Performance bond
Annexure-4	List of work already completed by the tender
Annexure-5	List of plant and Machinery
Annexure-6	Declaration regarding works on hand
Schedule 'A'	Materials to be supplied from P.W. Store
Schedule 'B'	Memorandum showing items of work to be carried out
Schedule 'C'	Time Schedule of completion

NOTICE INVITING TENDERS

1. Tenders are inviting on behalf of Governor of state of the Gujarat for The work Construction of Remaining Work of Nani Khavdi to Gagva Mungni Road of Jamnagar Taluka under SCSP MMGSY Yojana Package No. JAM/SCSP/MMGSY/NP/2020-21/P-02 the work is estimated to cost of Rs. 1,06,76,231-87 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 A Class 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 - 2022. to -0 -2022.**
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. 3600 /- shall have to remit during -0 - 2022. to -0 -2022..

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 -2022. (date) and shall be opened at 12.00 hours on - 0 -2022. 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.1,07,000...** 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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Construction of Remaining Work of Nani Khavdi to Gagva Mungni Road of Jamnagar Taluka
under SCSP MMGSY Yojana Package No. JAM/SCSP/MMGSY/NP/2020-21/P-02

1,06,76,231-87

1. **Competency of Tender** – No contract will be awarded except to responsible bidders capable of performing the class of works contemplated. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within in the time stipulated. Contractor may be required to furnish the department with the statement as to their experience and their financial status.
2. Tender will be deemed to have inspected the site and to have satisfied as to the nature of all works, all existing roads, water-way and other means of communication and access to and from the site and work and the building that may be required for temporary purpose in connection with the construction , completion and maintenance of the works and must make his own inquiries as to work, yard sites and depot, and dumps and as to acquisition of such additional sites and areas as may be necessary for temporary purpose for constructing, completing and maintaining the works.
- 2.1 The tenders shall be received only under “**ONLINE THROGH E-tendering**” No other system, namely receiving of tenders by Hand Delivery ‘or’ by Express Delivery ‘or’ in person, should be adopted under any circumstances .
I : Late tenders (i.e. tender received after the specified time of opening), delayed tenders (i.e. tenders received before the time of opening but after due date and time of receipt of tenders) and post tenders offers shall not be opened and considered at all.
II : The tenders received after time & the date specified in the tender notice shall not be received by the concerned office,

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.

- [illegible]

- [illegible]

- [illegible]

- [illegible]

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- [illegible]

- [illegible]

- b) In the event of an error occurring in the 'amount' column of the Schedule 'B' showing items Of work, as a result of wrong multiplication of the unit rate and

[illegible][illegible][illegible]

The tendered sum so altered shall for the purpose of the tender be substituted for the sum originally tendered and considered for acceptance.

[illegible]

10. i) It may please be noted that the tender will be considered as invalid, especially, if the requirements as per instruction No.1 to 10 above are not complied with before submitting the tender. Also please read carefully the face sheet and 'General Rules and Directions for the guidance of contractor's of this form.

[illegible]

10. ii) Right is reserved to reject any or all tender(s) without assigning any reason (s) therefore.

[illegible]

11. In addition to the above, the tender will also be liable to be rejected outright if

[illegible]

i) The tenderer proposes any alteration in the work specified or in the time allowed for carrying out the work or any condition or correction made in any code or mode or Schedule 'B' or specifications.

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(iv) I/We hereby declare that my/our near relative are not working in this Division or in its sub-division as an Ex.Engineer, Deputy Executive Engineer, Assistant Engineer, Additional Assistant Engineer, overseer, Divisional Accountant , Store, Keeper, Manager or Atithi/Vishram Gruha and in the circle as a Superintending Engineer in addition for Panchayat works not working nor having posting as chairman of P.W committee or as incumbunt in Jilla Panchayat at today.

[illegible]

[illegible][illegible][illegible][illegible][illegible]

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.
- (f) The conditions specified in technical-bid should invariably be accompanied by proper financial evaluation with mode of calculation specifying assumptions, quantities, rate and ceiling amounts for each condition and shall also accompany the information in the form sating (a) Sr.No (b) Description of the condition (c) Financial evaluation, (d) Ceiling amount to be added in price-bid, in case condition is not accepted.
- (g) Ceiling amounts shall be binding on the contractors and are liable to be added to the tender amount.
- (h) It is necessary that the contractor or his authorised representative remains present at the time of opening of technical-bid as specified in (e) above, so that wanting details and clarifications in respect of conditions can be furnished by him or conditions withdrawn on the spot by him. If the technical-bid is incomplete in respect of any of the details referred to in sub-clauses 2(f) above and the contractor does not furnish the wanting details as required above on the spot in the presence of other bidders after opening the technical –bid, the tender would be liable to rejection .
- (i) The evaluation as given by the contractor as modified by tender opening authority with the ceiling limit will then be intimated to all the bidders who remain present and then , if convenient, the price-bid shall be opened on the same day and the combined evaluation of the tender of price-bid and the technical – bid would be worked out. Not further opportunity shall be given to the contractors to modify/withdraw conditions at that stage as the price-bid would be known to all, Govt. however , reserves the right to negotiate about

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QUESTION

ANSWER

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MEMORANDUM – યાદી

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* Vide R & BD G.R. No. TNC – 1088 – 1B/1 (13) / C dated 4-5-1993 & revised vide G.R. No. TNC-1088/1B/18/(13)-O , dated 31-8-94.

[illegible][illegible]

(f) Time allowed for the completion of work from date of written order to commence (**Six**).Months
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Give Schedule where necessary, showing dates by which the various items are to be completed:

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 from 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 :

In any case in which any of powers conferred upon the Engineer-in-charge by clause-3 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not with standing be exercisable at any future date.

CLAUSE 5 A:

In the event of the Engineer-in –charge taking action under clause 3, he may if so desire take possession of all or any tools, plants, machineries materials and stores in or upon the work or the site there of or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, by paying or allowing for the same in account at the contract rate or in case of contract rates not being applicable at such reasonable rate, as may be comparable to current market rates where ascertainable of similar articles and comparable condition, to be certified by the Engineer-in-charge. In the alternative the Engineer-in-charge may by notice in writing to the contractor or his clerk of the works foreman or other authorised agent require him to remove such tools, plants, machineries, materials or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition , the Engineer-in-charge may remove them at the contractor's expenses or shall remove them by auction or private sale at the risk and cost of the contractor in all respects, and the certificate of the Engineer-in-charge as to the expenses of any such

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 though 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 who shall thereupon suspend or stop the work totally or partially, as the case may be. In any such case , except as provided hereunder, the Contractor shall have no claim to any payment or compensation whatsoever except as provided hereunder on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour required by him. He shall not have also any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

(1) However, the contractor will be entitled for compensation for loss, if any on the date of notice, for the purchased materials or for the contract executed for the material to be purchased

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.

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

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

CLAUSE 20:

CLAUSE 20A :

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of God, such as "Unprecedented flood", volcanic eruption, earthquake or other convulsion of nature and other acts such as but not restricted to general strike, invasion, the acts of foreign countries, hostilities, or war like operations before or after declaration of war, rebellion.

[illegible]

CLAUSE 21A: The Contractor shall provide suitable scaffolds and working platforms, gangways and stairways, and shall comply with the following regulation in connection therewith.

[illegible]

(a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.

[illegible]

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

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

[illegible]

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

[illegible]

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

[illegible]

(i) be of sound material

[illegible]

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

(iii) be maintained in proper condition

[illegible]

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

[illegible]

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

[illegible]

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

[illegible]

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

[illegible]

- (iii) The rate of payment for any class of work which is included in the additional or altered work carried out by the contractor in accordance with the instructions of the Engineer-in-Charge under clause 14 and the rates for which is to be determined under the said clause 14.
- (iv) The rates of payment for materials already purchased or agreed to be purchased by the contractor before receipt of notice given by the Engineer-in-Charge under clause 15, and/or the amount of compensation payable to the contractor under the said clause for loss in respect of such materials.
- (v) The amount of compensation which the contractor shall be liable to pay under clause 17 in the event of his failure to rectify, remove or reconstruct the work within the period specified in the written intimation or the amount of expenses incurred by the Engineer-in-Charge under the said clause 17 in rectifying, removing or re-executing the work or in removing and replacing the materials or articles complained of.
- (vi) The reduction of rates as may be fixed by the Engineer-in-Charge under clause 17 for the inferior work or materials as accepted or made use of.
- (vii) The amount of compensation payable by the contractor for damages as estimated and assessed under clause 23.
- (viii) The amount payable to the contractor for the work carried out under clause 33 in accordance with the instructions and the requirements of the Engineer-in-Charge in a case where there are no specifications.
- (2) The provision of Section-21 of the GPWD dispute Arbi. Tribunal Act –92 & order issued by the Govt. in connection with this Act will now apply for Arbitration (As per Government in N. & W.R.D. letter No. SUT/1090/2679/K2 dtd. 9/2/94).
- (3) The provision of Arbitration Act „shall in so far as they are inconsistent with the provision of this act cease of to apply to any dispute arising from a works contract and all arbitration proceedings in relation to such dispute before an arbitrator, court of authority shall stand transferred to the Tribunal.
- (4) The awards declared by the arbitrator should be speaking award, giving reasons and calculations for every item of claims. The decision will have to be implemented by all the departments of the State Government and Public Sector Enterprises of Gujarat. (Resolution F. D. No. PB/1088/735/KT/Sachivalaya/Gandhinagar 5th October 1988.)
- (5) Incase of dispute leading to the contractor or Government of Gujarat approaching to Court of Law, it shall be within the jurisdiction where the site of work is situated.
- (6) The reference to arbitration proceeding under this clause shall not
 - (i) affect the right of the Engineer-in-charge under clause 5 to take possession of all or any tools plants materials and stores in or upon the works of site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
 - (ii) Preclude the Engineer-in-charge from utilising the materials purchased by the contractor in any work or from removing such materials to other places, during the period the work is stopped or suspended in pursuance of notice given to the contractor under clause 15
 - (iii) Entitle the contractor to stop the progress of the work or the carrying out the additional or altered work in accordance with the provisions of clause 14 or as the case may be or clause 33.

CLAUSE 31 : Deleted

CLAUSE 32 : Lump sum in estimates :

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

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[illegible]

(vi) Government at the sanctioned tender rates.

[illegible][illegible]

Payment to contractor shall be made by cheque drawn on any treasury within the division convenient to them, provided the amount exceeds Rs. 10 Amount not exceeding Rs. 10 will be paid in cash.

Clause 44 A : Any sum of money due and payable to the Contractor (including the security deposit returnable to the contractor) executing any Government work or work of any District Panchayat wholly financed as grant-in-aid under this contract shall be appropriated by any District Panchayat / Government and shall be set off against any claim of the Government/District Panchayat of Gujarat state by the District Panchayat of Gujarat State/Government for the payment of a sum of money arising out or under any other contract made by the contractor with the Government/District Panchayat of Gujarat State for the work wholly the contractor against any claim of the Government / District Panchayat of Gujarat state is available, such a recovery shall be made from the contractor as arrears of land revenue.

Clause 46 : Employment of scarcity labour :

If Government declares a state of scarcity or famine to exist in any village situated within 16 kilometers of the work, the Contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Engineer-in-charge or by any persons to whom, the Engineer-in-charge may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons, wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the

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 least 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 uptothe 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 or 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 Health (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 wholesome 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 contract 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.

CLAUE 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: 249.00 M. T	Rs. 6200.00 Per M.T	Month in which
Rs. 31500.00 Per M.T	Mild steel M.T.	Rs. 6200.00 Per M.T	DTP is approved
Rs. 36000.00 Per M.T	TMTsteel 8.00 M.T.	Rs. 62900.00 Per M.T	01/ 01 / 2025
Rs. 57680.76 Per M.T	Bulk Asphalt: (VG-10) 88.00 M. T	Rs. 50837.00 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 DTP 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 DTP 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 DTP are approved and mentioned as star rate before issue of tender copy.
- For basic index specific month in which the DTP 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 :-

- No Ceiling for escalation for difference in the cost of steel and cement will be applicable.
- This clause shall be operative from the date of issue of work order and up to the expiry of original and extended time limit.
- This formula shall be used individually for cement/mild steel and Tor steel for calculating adjustment.
- 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 hall 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 , form 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 74 - NIL

CLAUSE 75 - NIL

CLAUSE 76 : Before starting the work, the contractor will have to obtain the license from the District Assistant Labour Commissioner under the Contract Labour (Regulation and Abolition) Act. 1970 and contract Labour (regulation and Abolition) Gujarat Rules 1972 after paying necessary fees and deposit on the basis of the number of labour to be employed on the work and will have to supply two true copies of the said license to the Deputy Executive Engineer before the work is started.



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ANNEXURE - 1

To

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

Dated Signature of Tenderer

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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 dated as shown above and hereto
attached for the execution of work
.....
.....
.....

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
party 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

1.....as to(seal)

Memorandum showing items works to be carried out :

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

*Estimated amount

Rs.....

Rs.....

Rs.....

In words

[illegible][illegible][illegible][illegible]

(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