

FORM B-2



GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION
(A GOVT. OF GUJARAT UNDERTAKING)

ITEM RATE TENDER AND CONTRACT FOR WORKS

Division - *ગોળા*

Name of Work -
અમીત શિપ

Date & time of online
downloading &
submission of Tender

/ /

Upto

Hrs

નામના કાર્યપાલક ઈજનેર

કાર્યપાલક ઈજનેર

અધિકારક ઈજનેર

મુખ્ય ઈજનેર

GBS

ROADS & BUILDINGS / WATER RESOURCES DEPARTMENT

1. Name of Project _____
2. Name of Work _____

(3) Tender Dates :

Bid Document Downloading Period from ... to ... & ... Hrs.

Pre Bid Meeting (If necessary) ... Dt. ... & ... Hrs.

Venue ...

MEMORANDUM OF WORKS IN BRIEF

- (1) Estimated Cost ... Rs.
- (2) Earnest Money ... Rs.
- (3) Validity period of tender offered ... 120 Days from the date of opening of online tender in case of single cover system & shall be counted from the date of opening technical bid in case of two cover system tenders.
- (4) Security Deposit ...
- (i) In the form of small savings or Narmada Bonds (of minimum one year time limit) ... 2.5% Rs.
- (ii) To be deducted from bills ... 2.5% Rs.
- (iii) Performance bond of Schedule bank ... 5% Rs.
- Total ... 10% Rs.
- (6) Time allowed for completion of the work from the date of written order to commence the work ... Months
- (7) Other details
- (i) Mode of quoting rates in Schedule of items to be carried out In figures as well as in words.
Item Rate to be quoted for each item.
- (ii) Tender Inviting Authority Executive Engineer Division
- (iii) Tender Opening Authority Superintending Engineer Circle

Signature of the contractor :

કર્મચારી સહી :

Signature of the Executive Engineer :

અધિકારક ઇજનેરની સહી :

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NOTICE INVITING TENDERS

1. Tenders are invited on behalf of Governor of State of the Gujarat for work as per page number Two of this Booklet. The work is estimated to cost of Rs..... This estimate however, is given as a rough guide.
2. The works are required to be completed within..... months as per the terms of the contract conditions.
3. The contractor whose names are borne of the approved list of contractors of Gujarat State R & B Deptt / W. R. D. in class and above on the date of opening Tenders only 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 works. If they do so, all such tenders shall be liable to be rejected.
4. Bid document can be downloaded & Submitted in Electronic Format on online web.site [www.rnb.procure.com /](http://www.rnb.procure.com/) www..... from to up to hours
5. Tender documents consisting of conditions, specifications, Schedule(s) of quantities of the various classes of work to be done, the conditions of contract etc; will be shown on above Web Site.
6. Copies of other drawings and documents pertaining to tender and signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tenderers at the following offices during working hours between the dates mentioned in clause 4 above.
7. Tenderers 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.
8. Submission of a tender by a 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, tools and plant etc. will be issued to him, by Government and local conditions and other factors bearing on the execution of the works.
9. The bidder should quote his bid premium or rebate at the end of Schedule B. If he do not wish to quote premium or rebate, he should indicate "at par" in the blank space preceding "% above/below" in Schedule B. Thereafter he should work out and indicate the offered bid amount both in words and figures in Schedule B.
10. All rates shall be quoted on the tender form.
11. 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 tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering, as well as of those witnessing the tender, liable to rejection.
12. The electronically Offered bids will be opened at hours on in the presence of bidders who may choose to remain present in the office of the Bid opening Authority Specified in bid documents.
13. "Demand Draft for E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received electronically. However for the purpose of realization of D.D. bidder shall send the D.D. in original to Superintending Engineer Circle at the time of tender opening or send the same through R.P.A.D. So as to reach Executive Engineer Division within 7 days from the last date of opening. If Tender fee and E.M.D. is not paid as shown in bid document, action to hold his registration in abeyance shall be taken and his E-tendering Code will be cancelled for one year D.D. for Exemption Certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online. Any documents in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc.) & hard copy will not be accepted separately."
14. 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.
15. This notice of tender shall form part of the contract documents.
16. If found necessary, contractor will be intimated for negotiation. He will be intimated maximum three times within validity period for negotiation. If contractor does not respond in time, his earnest money will be forfeited and his tender will be rejected. Punitive action will be taken on such contractor.

For and on behalf of Governor for the state of Gujarat

Date :

Signature

Designation

ROADS & BUILDINGS / WATER RESOURCES DEPARTMENT

Contract for works

SECTION - 1

INFORMATION & INSTRUCTION FOR TENDERERS :

1. Mode of Submitting Tender :

The tenders in the form referred to in notice inviting Tender shall be submitting in Electronic format only on online Web-site www.rnb.procure.com till the date & time shown in Page No. 2

Offers in Physical form will not be accepted in any case.

Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class - III) 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 are as mentioned under :

Sr. No.	Name of Certifying Agency	Website Address
1.	(n) Code solution (G.N.F.C.)	www.gnvc.com
2.	Safecrypt	www.safecrypt.com
3.	TCS	www.tcs-ca.tcs.co.in
4.	MTNL	www.mtnltrustline.com

2.0 Competency of Tenderer :

No contract will be awarded except to responsible bidders capable of performing the class of work completed. 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 the time stipulated. Tenderer may be required to furnish the tender inviting authority with the statements as to their experience and their financial status. Tenderer shall be a registered contractor in appropriate class of the Roads & Building Department or Water Resources Department of Government of Gujarat. The tenders of only those contractors who possess the general and special class and category of approved contractors for Government of Gujarat on the specified date of opening tenders (Technical Bid in the case of two or more bid system) will be opened. However this will not be applicable to Tenderers / Bidders who are registered in other states or Central Government, Railways, M.E.S. and who have applied for registration in Gujarat State or before submitting tenders. The tenders of such contractors will be opened subject to the condition that they get registration certificate before issue of work order in case they emerge as L-1 Bidder. (R & B circular No. TNC-10-2016 (FA-591-16)-02-C dated 3-9-2016.

3.0 Tenderer to inform Himself :

Tenderer will be deemed to have inspected the site and to have satisfied himself as to the nature of all works, all existing roads, water-way and other means of communications and access to and from the site of the 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 as to acquisition of such additional sites, rates and areas as may be necessary for temporary purpose for constructing, completing and maintaining the works and availability of water for construction activities, power, quarries and labour.

4.0 Payment of Tender Fee and Earnest Money Deposit : "Demand Draft for E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received electronically. However for the purpose of realization of D.D. bidder shall send the D.D. in original to Superintending Engineer _____ Circle _____ at the time of tender opening or send the same through R.P.A.D. So as to reach Executive Engineer _____ Division _____ within 7 days from the last date of opening. If Tender fee and E.M.D. is not paid as shown in bid document, action to hold his registration in abeyance shall be taken and his E-tendering Code will be cancelled for one year. D.D. for Exemption Certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online.

Any documents in supporting of tender bid shall be subitted in electronic format only through online (by scanning etc.) (R & B Circular No. 443-10-2002-4-8, dated 18-1-2008 & 27-11-2008)

5.0 Payment : The tenderer must understand clearly that the rates quoted are for completed works and include all costs due to labour, scaffolding, plant, supervision, service work, power, royalties and octroi etc. and include all extras to cover the cost of night work if and when required and no claim for additional payment beyond the price/ rates quoted and accepted will be entertained and the tenderers will not be entitled subsequently to make any claim on the ground of misrepresentation or on the ground that he was supplied with information given by any person (whether the member is the employee of Public Works Department or not). Any failure on his part to obtain all necessary information for the purpose of making his tender and filling the several prices and rates therein shall not relieve him from any risks or liabilities arising out of or consequent upon the submission of the tender.

6.0 Tender Forms : This form will state work to be carried out as well as the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be paid by the successful tenderer and percentage, if any, to be deducted from bill. It will also state

Signature of the contractor :

કર્તાપરની સહી :

Signature of the Executive Engineer :

કર્તાપરની સહી :

whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specification, designs and drawing and estimated rates, and any other documents required in connection with work which shall be signed by the Executive Engineer for the purpose of identification shall also be open for inspection by Contractor at the office of the Executive Engineer during office hours. However Every 'blank' in the form of the e-tender and in the Schedule and Annexures must be filled up by the tenderer and must be submitted online.

7.0 Quoting of Rates :- The Tenderer shall quote the rate per unit for all items listed in Schedule B in figures as well as in words. Thereafter the system will work out the total amount of each item in Column No. 7 of Schedule B and sum-up the total at the end of column 7 on each page and on last page of Schedule B. After striking the total of all items, he may give rebate if he desires on the total amount so worked out and thereafter express in the figures as the net amount of his offer which will be termed as "Tendered Amount."

- (a) Tenderers are normally not permitted to suggest any alteration in the works specified in the tender form 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 condition he shall have to clearly mention the same in very clear terms in the appropriate section of technical bid. The tenderer will have to fill in necessary details online in "technical bid" separately. No such tender shall include more than one work but contractors who wish to tender for two or more work shall submit a separate tender for each work online.
- (b) If Price - bid contains any conditions, the same shall be rejected outright.
- (c) It should be very clearly understood by all the tenderer that the technical bid should be restricted only to technical matters and conditions/stipulations having financial implications. 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 what so ever. **The price bid to main tender should not be disclosed in the technical bid.**
- (d) The technical bid will be opened first online on or any other suitable time thereafter by the competent tender opening authority of the Government. Bidders who wish may remain present. The technical bid shall be evaluated first and wanting details, if any, and clarifications in respect of conditions if any will be called from the tenderers. In such case, the contractor will be required to submit clarification/ details (including with respect to conditions if any) within the stipulated time allowed for the purpose. If the contractor does not furnish the wanting details / clarification in time, his tender would be liable for rejection.
- (e) The conditions specified in technical bid should invariably be accompanied by proper financial evaluation with mode of calculation specifying assumption, quantities, rate and ceiling amounts for each condition and shall also accompany the information in the form starting (a) Sr. No. (b) Description of the condition (c) Financial evaluation (vide R & B D.G.R. No./TNC/ 7777/281-C Dated 30/9/92) (d) ceiling amount to be added in price - bid in case condition is not accepted.
- (f) Ceiling amount shall be binding on the contractors and are liable to be added to the tender amount.
- (g) The evaluation as given by the contractors as modified by tender opening authority with the ceiling limit will then be intimated to all bidders. No further opportunity shall be given to the contractor to modify withdraw condition at that stage. After completion of evaluation of the technical bid in all respects the competent authority will decide about date of opening of price - bid and the same will be intimated to the bidders. After opening of price bid and their evaluation the tender inviting authority reserves the right to negotiate about the tender (s) further with any or all the contractors.

8.0 Earnest Money : Earnest money in specified form @ 1% of the estimated cost must be sent as specified in instruction No.4 preceding electronically. Tenderer may pay earnest money upto Rs. 50,000 in the form of crossed demand draft or fixed deposit or fixed deposit-at-call receipts with a validity period of not less than six months of Nationalised or Scheduled bank of Narmada Shrinidhi F.D. Rs. drawn in favor of Executive Engineer Divisional officer concerned. Earnest money by cheque & Bank Guarantee shall not be accepted. (vide R & B D G. R. No. TNC/1 090/100) (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 or nationalised Bank or other banks approved for Government business 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 be paid only in the form of 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 electronically. If the contractor does not remit the tender fee & the earnest money within the specified time his registration will be held in abeyance for one year & his tendering code will be cancelled for one year.

If the contractor does not turn up to pay the Security Deposit and execute contract agreement within specified (or extended) time after intimation to him about acceptance of his offer, the earnest money paid for this work will be forfeited and such 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 & Parach-10-2008-5C Part file dtd. 27-11-2008).

Signature of the contractor :

કર્તાકર્તરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

GBS

Bank Guarantee is applicable only when the estimated cost of work is more than Rs. 50 lacs.
BANK GUARANTEE

Where as M/s. _____ (hereinafter called the Tenderer) is desirous and preferred to tender for works in accordance with the terms and conditions of tender for the work of _____ and where as We, Bank, agree to give the tenderer a guarantee for the Earnest Money.

1. Therefore, we hereby affirm that we are guarantors on behalf of the Tenderer upto total rupees _____ in figures) and we undertake to pay to _____ in words) Rs. _____ Executive Engineer _____ Division _____ Department of Government of Gujarat the- _____ upto his first written demand, without demur, without delay and without the necessity of a previous notice of judicial or administrative procedures and without the necessity to prove to the Bank the defects or shortcomings or debits of the contractor any sum within the limit of Rs. _____
2. We further agree that the Guarantee herein contained, shall remain in full force and effect during the period that would be taken for the acceptance of tender.
However, unless a demand of claim under this guarantee is made on us in writing on or before the _____ (Date to be specified - will not be less than 180 days from the stipulated date of receiving the tender) we shall be discharged from all liabilities under the guarantee thereafter.
3. We undertake not to revoke the guarantee during its currency except with the previous consent of the Executive Engineer _____ Division _____ in writing.
4. We lastly undertake not to revoke the guarantee for any charge in constitution of the tenderer or of the Bank.
Date _____ Signature & Seal of Guarantor _____
Bank Address _____

- 8.2 The Earnest Money submitted in the form of Deposit-At-call receipt shall need minimum validity of six months from the last date of online submission of tender not supported with tender fee. Earnest Money & documents and not submitted in electronic format (by scanning) while uploading the bid shall be rejected as NON Responsive If the tenderer modifies or withdraws his tender, the Earnest Money (in case of EMD exemption certificate, proportionate amount equivalent to EMD of a particular tender) shall be forfeited and the tenderer may be disqualified from tendering for future works under the Government
- 8.3 The Earnest Money will be returned to the unsuccessful tenderers. The Earnest Money will be returned to the successful tenderer after he furnishes security deposit and duly enters into the contract.
- 8.4 Within Ten days or within such time as may be decided by the Tender Inviting Authority from date of receipt of the letter accepting his tender, the successful tenderer shall furnish the required security deposit and attend the office of the Tender Inviting Authority for execution of the contract documents. If he fails to furnish the security deposit or execute the contract document, his Earnest Money (in case of EMD exemption certificate equivalent amount there from) shall be forfeited and 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)
- 9.0 Accompaniments of Tender : (to be submitted in electronic format only through on line (by scanning) as duly certified true copies)
The contractor shall have to furnish:
 - (i) Demand Draft of Tender fee and Earnest Money or Earnest Money Exemption Certificate.
 - (ii) Copy of Partnership Deed or Memorandum as well as Articles of Association in case of the company and intimate permanent addresses of his partners/ Directors of Company. All copies submitted shall be duly attested.
 - (iii) Copies of certificate regarding previous experience, as required
 - (iv) Declaration showing all works completed during preceding 5 years and works on hand with the Contractor and the value of works that remained to be executed in each case.
 - (v) A certificate of Registration as approved contractor of prescribed category From authorities stipulated in Notice Inviting Tenders.
 - (vi) P.A.N. issued by Income Tax department.
 - (vii) Copy of Provident Fund Registration - Code no.
 - (viii) Duly filled in and digitally signed declaration form as provided after as last item of section - 1 & memorandum duly filled in & digitally signed as given in section -2.
 - (ix) A solvency certificate of an Amount of 20% (Twenty percent) of estimated cost put to tender will have to be produced along with tender. It shall be of Scheduled Bank or Nationalised Bank or Bank Approved for Government business. Solvency Certificate shall have validity of same calendar year as that of date in which tender is issued.
 - (x) Required Annexures duly filled in when prequalification is involved
Required documents are to be submitted in electronic format only as part of tender document failing which the tender will be rejected outright and will be considered as NON-RESPONSIVE
- 10.0 Tender liable to be Invalid :
It may please be noted that the tender is liable to be considered invalid especially. If the requirements as per instruction No. (1) to (9) above are not complied with.
- 11.0 Right of rejection of tenders.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

અધ્યક્ષક ઉજ્જેરની સહી :

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- (i) Right is reserved by the Tender inviting Authority to reject any or all tender(s) without assigning any reason thereof
- (ii) In addition to the above the tender will also be liable to be rejected outright if :
- The tenderer proposes any alteration in the work specified or in the time allowed for carrying out the work or in any condition.
 - The tenderer or in the case of a firm, each partner or the person holding the power of attorney thereof does not digitally sign section-2 or signature/s is/are not attested by a witness
 - Any person who submits a tender shall fill forms online including the rates quoted for tender No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each work online.
 - If the tenderer adopts unhealthy / mal practice / corrupt practice for securing and performing contract.

12.0 Method of Tendering :

- 12.1 If the tender is made by an individual, it shall be digitally signed by the proprietor above his full name and the full name and current address.
- 12.2 If the tender is made by a proprietary firm, it shall be digitally signed by the proprietor above his full name and current name of his firm with its current address.
- 12.3 If the tender is made by a firm of partnership, it shall be digitally signed by a partner of the firm holding the power of attorney and digital certificate for the firm. A certified copy of the power of attorney shall be provided in physical form along with other documents. A certified copy of the partnership deed, full name and current address of the firm and full names and the current addresses of all the partners of the firm shall also be provided along with other documents.
- 12.4 If the tender is made by a limited company or a limited corporation, it shall be digitally signed by a duly authorised person holding digital certificate for the company / corporation and power of attorney for signing the tender in which case a certified copy of the power of attorney shall be provided separately in physical form along with other documents such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 12.5 All digital signatures in the tender document shall be dated.

13.0 Eligibility and qualification requirement :

- To establish acceptability of the offer to the satisfaction of tender inviting authority the tenderer shall provide the following:
- Details of plant and machinery immediately available with tenderer for use on the works
 - Details of plant and machinery proposed to be procured for the work.
 - Details of technical, supervisory and administrative personnel already employed by the tenderer that he proposed to utilize for this work and such other personnel he proposes to employ further for this work.
 - Copies of registration certificate and P.A.N allotted by income Tax office.
 - Separate notes in sufficient details on each of the following:
 - Method and technique of construction.
 - Sequence of execution of various important components of the work.
 - Cash - flow arrangement.

14.0 Deviation or modification in tender documents :

- 14.1 All tenderers are cautioned that tender containing any condition and or deviation from the contractual terms and conditions, specifications, quoting offering rates/prices in different manner than specified in the tender and/or any other requirements of tender shall make the tender liable for outright rejection shall be considered as non-responsive for all practical purposes. The decision of the tender inviting authority in this regard shall be final and binding to the tenderer.
- 14.2 Alternative tenderer are not acceptable.

15.0 Submission of tender

- 15.1 Tender shall be submitted in an online manner only on website www.mmb.nprocure.com.
Last date & time of online submission _____
- 15.2 Tender fee, EMD and other documents should be submitted in electronic format only through on line (by scanning) while uploading the bid. However the purpose of realisation of D.D. the bidder shall send the D.D. in original to Superintending Engineer, _____ Circle _____ at the time of tender opening or send the same through R.P.A.D. So as to reach Executive Engineer, _____ Division, _____ within seven days from of last date of opening. If tender fee and E.M.D. is not actually paid as shown in bid documents, action to hold his registration in abeyance shall be taken and his E-tendering Code will be cancelled for one year. R.&B.D. Circular No. 4224-102002-4, dated 18-1-2008 & 27-11-08)

16.0 Evaluation of Tenders :

- 16.1 Technical evaluation will be made of the tenderers proposed method and technique of construction, construction programme, sequence of components of the work proposed resources assigned to do the work to determine the acceptability, adequacy and reasonability of rates, his past performance and present resourcefulness.
- 16.2 To assist in the examination, evaluation and comparison of tender, the tender inviting authority may ask tenderer individually for clarification of their tenders including breakdown of unit rates. The request for clarification and response shall be in writing but no change in substance of the tender shall be sought, offered or permitted at that stage.
- 16.3 Award may be made to the tenderer whose responsive tender is determined to be the lowest evaluated tender and who meets the appropriate standards of capacity and financial resources.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

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- 17.0 Receipt of payments :** Receipt of payment made on account of any work, when executed by a firm shall be signed by all the partners except where the contractors are described in their tender as firm in which case the receipt shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipt for the firm.
- 18.0 Opening of tenders :** The Authorized officer / competent authority shall open tender online on website www.rmb.nprocure.com on _____ at _____ hrs. or any other suitable time thereafter, in his office in the presence of intending Tenderers or their representative who wish to remain present at that time. He will enter the amount of the tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall thereupon for the purpose of identification, sign copies of the specifications and other documents mentioned in his tender.
- 19.0 General rules and directions :**
- 19.1** No receipt for any payment made by a contractor will be entertained by the Government in regard to any matter relating to this tender or the contract shall be valid and binding on the Employer unless it is signed by the Authorized staff members of the government.
- 19.2** All works shall be measured net by standard measure and according to the rules and customs of the R & B /Water Resources Department or any other method approved by the R & B /Water Resources Department without reference to any local custom. The measurement of work will be taken according to the usual method in use in Roads & Building department and no proposal to adopt alternative method will be accepted. The Executive Engineer's decision as to what is the usual method in use in Roads & Building department will be final.
- 19.3** In the event of any error or discrepancy in write up of tender documents the contractor will not take any undue advantage of such error or discrepancy and Engineer-in-charge shall have powers to interpret and decide correct meaning of contradictory erroneous writing.
- 19.4** The contractor shall not be permitted to tender for the work in which his near relative is working as the officer in the sphere of his jurisdiction in the tender inviting authority.
- Note:** By term "near relative" is meant wife, husband, parents, children, brothers, sisters, uncles, aunts, cousins, and in-laws.
- 19.5** The contractor should compulsorily furnish his latest address(es) including the latest address of his partners and the place(s) of filing his / their income tax returns along with the tender. Any changes, in such addresses, during the tender of contract should invariably and forthwith be intimated by the Contractor to the Executive Engineer.
- 20.0 Submission of additional information / documents :**
- In addition to various specified documents and information required to be submitted along with tender, the bidder may be required to provide any other document / relevant information as considered necessary by the tender inviting authority and the tenderer shall be required to provide the same as per the requirement of the tender inviting authority. Even the successful bidder may be required to provide the same and when required by the authority during subsistence of the contract.
- 21.0 Bank :** Wherever the word "Bank" is used in this document, it would mean schedule or Nationalised Bank or other banks approved for Government business only. (R & B.D.G.R. No./TNC/1090/100-(4) (c) dated 27/9/2002)
- 22.0 Tender validity period :** The tender for the work shall remain open for 120 days counted from the date of opening of technical bids on line tenders. Upto this period if any tenderer withdraws or makes any modifications or additions in the terms and conditions of his tender not acceptable to the Government (Public Works Department) then the Government shall without prejudice to any right remedy be at liberty to forfeit in full the said earnest money absolutely. In this connection G.R. R & BD No. TNC-IIB-22 (10)-C, dated 24-5-90 and G.R. No. TNC-10-2013(02)-C dated 10-5-2013) should be referred to.
- 23.0** The successful contractor shall exhibit the board in prominent place of work site showing the brief details of project work under execution, financier, cost of work and broad details of inputs / specifications and targetted goals. (R & B.D. GRs Nos. TNC -1090 - 24 - C dated 18/11/1991, 17/8/02 and 25/10/02)
- 24.0** The contractor will not use the premises of project / work under construction for his staff, labourers or for any other purpose. If he do so market rent for such unauthorised used will be recovered. The market rent will be

Signature of the contractor :

કર્તાલકરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

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decided by the Engineer in charge.

25.0 All statutory Taxes deductible at source under various acts and notifications by Government shall be deducted while making payment for which T.D.S. certificate shall be issued.

26.0 **Declarations :** The tenderer will have to make declaration enlisted in the form attached herewith and shall affix his signature to the form in token of correctness of declarations made therein. (G.R., R & BD NO. TNC-IIB-22(10)-C. dated 24/5/90 should be referred to)

DECLARATION FORM

(i) I/We hereby declare that I/we have visited the site and fully acquainted my self / ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting this tender.

(ii) I / We hereby declare that I/We have carefully studied the conditions of contract, specifications and other documents of this work and agreed for executing the same accordingly.

(iii) We agree to receive payments, if delay is due to late receipt of grant-in-aid from Government for panchayat works. (Applicable to panchayat works only.)

DECLARATION CERTIFICATE (G.R. dated 4/2/89 as revised by G.R. No.TNC-1083/6681/4/C, dated 31/8/1994)

(iii) 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 of Atithi / Vishram Gruha and in the circle as a Superintending Engineer in addition for Panchayat works not working not having posting as chairman of P.W. committee or as incumbant in Jilla Panchayat at today.

27. If the tender rate of any item is higher by more than Ten percentage of the offered tender premium or rebate based percentage the payment of such item/s in running bills shall be made at the sanctioned estimated rate plus/minus percentage of accepted tender plus five percent of sanctioned estimated rate. The amount so withheld shall be released in running bills in proportion to financial progress of items for which abnormally low rates are tendered. If no abnormally low rates are tendered, the amount so withheld shall be released in running bills in proportion to the progress of work. (R&B circular No. PARACH-102008-61-C, dated 27-11-08 and of even number dated 3-5-2013).

28. Additional instruction regarding Security Deposit (Clause-1)

28.1 The Full amount of Security Deposit deducted in cash from running bills will be released proportionally as indicated in table below on production of Bank Guarantee of schedule Bank provided the contractor produces Bank Guarantee for the period of six months beyond the stipulated period of completion of work. Further if the time limit of contract is extended the period of Bank Guarantee shall have to be extended for six months beyond the proposed extension of time limit and the contractor shall have to furnish the undertaking for this alongwith the application for extension in time limit.

Table of proportionate release of Security Deposit :

Sr.	Monetary Progress	Portion of Security Deposit to be released	Against production of Bank guarantee of
1.	25% of Tender cost	Equal to the amount retained from Running Bills or 0.625% of the estimated cost of work, whichever is less.	Equal to the amount to be released
2.	50% of Tender cost	Equal to the amount retained from Running Bills or 1.25% of the estimated cost of work, whichever is less.	Equal to the amount to be released
3.	75% of Tender cost	Equal to the amount retained from Running Bills or 1.88% of the estimated cost of work, whichever is less.	Equal to the amount to be released

28.2 It will have to be ensured that Ten percent amount of security deposit in any form as permissible above is kept available with the employer till the actual date of completion of work. (Vide as per R & B Circular No. TNC - 10-2013-3-(Part-2)-C dated 20-11-2013)

Dated: _____

Place: _____

Signature of the contractor :

કર્મચારીની સહી :

(Digital Signature of Contractor with Seal)

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

SECTION -2**TENDER FOR WORKS**

I/We hereby tender for the execution of the work specified in the underwritten memorandum for the Government of Gujarat (herein before and hereinafter referred to as the Government) at the tendered rates specified by me / us in schedule showing items and rate 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 clauses of the annexed conditions.

MEMORANDUM

1.	General Description of work (If it includes sub Works, the details thereof will be given separately)	As per page No.1 Face - sheet
2.	Estimated Cost	Rs.
3.	Earnest Money	... 1% Rs.
4.	Security Deposit *	... 10%
	(i) In the form of small Savings or Narmada Bonds (of minimum one year time limit)	... 2.5% Rs.
	(ii) To be deducted from bills ** (Deduction at rate of 5% from each Running Bill shall be made till stipulated maximum amount is recovered).	... 2.5% Rs.
	(iii) Performance bond of schedule Bank	... 5% Rs.
	Total	... 10% Rs.

* Vide R & GD G.R. No. TNC -1088 - 1B/1 (13) /C dated 4/5/1993 & revised vide G.R. No. TNC - 1088/1B/18/ (13)-C, dated 31/8/94 & TNC-10-2013-3-(Part 1)-C dated 19-11-2013.

** The Security deposit @ of 5% should be deducted, so that full security deposit amount is recovered by the time 50% Progress is made in the work.

5. Time Limit Months.

Signature of the contractor :
કર્તાલક્ષ્મી સહી :

Signature of the Executive Engineer :
અધિકારક ઇજનેરની સહી :

Deposit furnished in the form of interest bearing document as per Item .4 (i) can further be extended for renewal if so desired and communicated by the Contractor in writing before one month from the date expiry date. Similarly Cash Deposit deducted as the Item No.4(ii) can also be converted into interest bearing fixed term securities of schedule and Nationalised Banks. if so desired and communicated by the contractor in writing.

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

(Receipt No. _____ dated _____ from the Government Treasury or Sub - Treasury at _____ in respect of Sum Rs. * _____)

to Government should I / We not deposit the full amount of security deposit specified in the above memorandum in accordance with Clause I of the said conditions, otherwise the said sum of above Rs. _____ Shall be refunded)

Date :

Place :

*Digital signature of the contractor

** Signature of the contractor

(Witness)*** (At the time of execution of contract document)

Name and Address _____

(Occupation) _____

* Digital signature of contractor before submission of tender.

** Signature of the contractor of the time of execution of contract document.

*** Signature of witness to Contractor's signature at the time of execution of Contract document

The Above tender is hereby accepted by me on behalf of the Government of Gujarat dated the _____ day of _____ 20 _____

Signature of The Executive Engineer,
_____ Division

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

TERMS & CONDITIONS OF CONTRACT

(CLAUSE 1) Security Deposit : 1.1 Security Deposit is required to be furnished by the contractor as guarantee money for performance of the contract and observance of Contract Conditions.

1.2 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 assignees shall pay the total amount of Security Deposit :

(a) In respect of the tender upto Rs. Thirty lacs, equal to 5 (Five) percent of the estimated cost of the work put to tender.

(b) In respect of the work above thirty lacs, equal to 10 (Ten) percent of the estimated cost of the work put to tender.

1.3 In respect of the tenders upto Rs. 30 lacs the contractor shall pay Five percent of security deposit in two parts as tender.

Part - I :- 2.5 percent in the form of Narmada Bond of Sardar Sarovar Narmada Nigam Ltd. or in any form of National Small saving (N.S.S.) Schemes or F.D.R. of any Schedule Bank to be paid within 10 days from the date of receipt of Acceptance letter of his offer.

Part II :- 2.5 percent in the form of cash / Security Deposit to be deducted from Running Bills that become payable to the contractor from time to time.

1.4 In respect of the tenders above Rs. thirty lacs the contractor shall pay first five percent of Security Deposit as specified in part 1.3 above and for the remaining five percent, the contractor shall have to give Performance Bond to be produced within 10 days from the date of receipt of acceptance letter of his offer.

1.5 The Work-order to commence the work shall be issued only after the security deposit as per Para 1.3 and 1.4 is paid / furnished by the tenderer. If the tenderer fail to produce the security deposit as above the earnest money paid by him shall be forfeited and his registration shall be held in abeyance for three years from the date of such default as per Clause-3.

1.6 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 realisation of a sufficient part of his security deposit, or from the interest arising therefrom 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 recoupment 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.

1.7 The portion of security deposit deducted at 2.5 percent from Running Bills as Security Deposit can be converted into interest bearing securities or F.D.R. of Schedule Bank in the Name of Executive Engineer provided that the recovery of full amount of 2.5 % is made and that the contractor has expressly desired this in writing.

1.8 Fifty percentage of the Security Deposit alongwith performance bond shall become refundable within fifteen days after the final completion certificate is issued as per Clause-7. This action will be taken by the Executive Engineer and no proposal from Deputy Executive Engineer will be necessary. 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 therefrom the amount of expenses, if any, due to Government under this contract. However before release of balance of Security Deposit, the undertaking should be obtained from the contractor that he has paid royalty on mining materials and still if any dues for royalty charges are to be paid, he undertakes to pay the same to the concerned Authority. "No due certificate" from Royalty Collecting Authority should not be insisted upon. (See performance Bond on Page No. 44) Modified as per R & B Circular No. TNC-10-2013-3-(Part-2) C dated 20-11-2013, No. CON 10-2016-02-C dated 24-10-2017 and No. TNC-10-2013-(4)-C dated 24-10-2017.

(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 Rs. 0.1* percentage of the contract value per day from the date of

* As corrected vide B & CD GR No. TNC - 1091 - 1B - 10 / (11) - C, dated 29-6-92.

Signature of the contractor :

કર્મચારી સહી :

Signature of the Executive Engineer :

કર્મચારી સહી :

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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.

(iii) The aggregate maximum of liquidated damages payable under clause No. 2 shall not exceed Rs. 0.1 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. 30 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(C) 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 dated 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 notwithstanding be exercisable at any future date.

CLAUSE 5A 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 thereof 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 rates, 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 expense 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 removal and the amount of the proceeds and expenses of any such removal shall be final and conclusive against the contractor.

CLAUSE 6 Extension of time : If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Engineer-in-charge before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered whichever is earlier and the Engineer-in-charge may, if in his opinion, believe that there are reasonable grounds for granting an extension, grant such extension, as he thinks necessary or proper. The decision of the Engineer-in-charge in this matter shall be final.

ખંડ-૬ મુદતમાં વધારો : કામ કરવામાં કોઈ અનિવાર્ય અંતરાય ઉભો થવાના બીજા કોઈ કારણસર કામ પુરું કરવા માટે કંટ્રાક્ટર મુદત વધારો મેળવવા માગતા હોય, તો ટેન્ડરમાં જણાવેલી મુદત પુરી થાય તે પહેલાં આગળ જણાવ્યા મુજબ તે તારીખે તેને કોઈ અંતરાય નડ્યો હોય તે તારીખ અગર તો મુદત લંબાવી આપવા માટેની માગણી કરવાનું કારણ ઉપસ્થિત થયું હોય તે તારીખ બેમાંથી જે વહેલી હોય તે તારીખ ૩૦ દિવસ પુરા થતાં પહેલા તેણે કાંમના

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

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હવાલાના ઈજનેરને વિખિત અરજી કરવાની રહેશે અને કામના હવાલાના ઈજનેરની અભિપ્રાય એવી થતી હોય કે, મુદત વધારવા વાજબી કારણ છે તો તેમને હવાલાના ઈજનેરને વિખિત અરજી કરવાની રહેશે અને કામના હવાલાના ઈજનેરની અભિપ્રાય એવી થતી હોય કે, મુદત વધારવા વાજબી કારણ છે તો તેમને જરૂરી કે યોગ્ય જણાય તે સુજન વકારી આપશે. આ બાબતમાં કામના હવાલાના ઈજનેરની નિર્ણય આપરી ગણાશે.

CLAUSE 7 As soon as the work is completed, the contractor shall give a notice of such completion to the Engineer-in-charge and on receipt of such notice the Engineer-in-charge shall inspect the work and if he is satisfied that the work is completed in all respects then :-

(i) For all works costing upto Rs. 50 lakhs (amount put to tender) the final measurements shall be recorded within 45 days from the date of physical completion of the work and the final bill shall be prepared within 45 days from the date of recording final measurement. The completion certificate shall be issued within one month from the date of final measurements subject to the contractor fulfilling his obligation as provided in the contract and subject to the work being complete in all respects.

(ii) In respect of works costing more than Rs. 50 lakhs (amount put on tender), the final measurements shall be recorded within 75 days from the date of physical completion of the work and the final bill shall be prepared within 75 days from the date of recording final measurements subject to the contractor fulfilling his obligations as provided in the contract and subject to the work being complete in all respects.

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 scaffoldings, 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, closed doors and sashes, oiled locks and fastenings labelled 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 expense 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 sanctional 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 measurement for the purpose of having the same verified and the claim, so far as it is

Signature of the contractor :

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Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

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.

ખંડ ૧૦ બિલ દર મહિને રજૂ કરવા બાબત : આગલા માસમાં કરી આપેલા બધા કામ માટે હવાલાના ઈજનેરે નક્કી કરી હોય તે તારીખે અથવા તે પહેલાં દર મહિને કંટ્રાક્ટરે બિલ રજૂ કરવાનું રહેશે. અને એ કામની ખરાઈ કરવાના ઉદ્દેશથી હવાલાના ઈજનેર જરૂરી માપ લેશે અથવા લેવાવશે અને શક્ય હશે તો બિલ રજૂ થયાના દસ દિવસની અંદર મળવાપાત્ર રકમનો હિસાબમેળ કરવામાં આવશે; ઉપર જણાવ્યા મુજબના નિયત સમયની અંદર કંટ્રાક્ટર બિલ રજૂ નહિ કરે તો હવાલાના ઈજનેર પોતાના તાબાના કોઈ પણ અધિકારીને કંટ્રાક્ટરે અધિકૃત કરેલ એજન્ટની હાજરીમાં ઉક્ત કામનું માપ લેવા મોકલશે અને તેવી માપવાદી પરની કંટ્રાક્ટરની કે તેના એજન્ટની સહી, તેના અનુમોદન માટે પુરતી ગણાશે અને હવાલાના ઈજનેર આવી યાદીમાંથી બિલ બનાવશે, જે કંટ્રાક્ટરને બકી બાબતમાં બંકનકર્તા રહેશે.

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-charge. 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/decreased 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 larger 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-rate 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.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

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The contractor shall also conform 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) specifications.

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 defective 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 any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work.

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 or tender rate whichever is less. (Modified as per R & B G.R. No. TNC-10-2017-01-C, Dated 11-7-2017)

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 work shall be carried out at the rate entered in the Schedule of Rates of the Division for the year in which the tender was received, increased or decreased by the percentage by which the tender amount is more or less as compared to the amount arrived at the rates in the "Schedule of Rates" of the Division in the year in which the tender was received. If the Schedule of rates of the Division does not contain all the items, the percentage increase or decrease of the tender shall be calculated considering such items which were included in the "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.

Signature of the contractor :

કર્તાકર્તાની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

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 rates for sinking at designed depth and sinking at the 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 alterations 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 for such work. Such compensation will be paid only for actual loss for materials, if such materials so purchased or agreed to purchase is of required quantity/quality and was purchased / contracted to be purchased only for the same work. But no compensation shall be granted to contractor on material for which advance has been given to contractor by Government. The amount of loss for such claim will be decided by incharge Engineer-in-charge.

(2) The contractor also will be entitled for compensation of unemployed labourers for 7 days from the date of notice provided that in that opinion of Engineer-in-charge such labourers were working for 7 days prior to the notice and would not be in a position to get employment elsewhere within 7 days from the date of such notice. The contractor should try to employ such unemployed labourers at other places from the date of such notice.

In case the Contractor does not agree with the decision of Executive Engineer regarding the amount of compensation or loss; it will be open for the contractor to appeal to Superintending Engineer-in-charge within one month from the date of knowledge of such decision. In such case the decision of Superintending Engineer will be final and binding to the Contractor.

The Contractor shall not be entitled for loss of any expected profit of such work.

(Vide G. R. No. SSR / 1090 / IB / 247 (2) / C, dated 28-6-1993 as amended by GR of even number dated 11-2-1999).

બંડ-૧૫ કામના ફેરફાર કે નિયંત્રણ માટે કોઈ ચુકવણી કે વળતર અંગે હકદારો મંજૂર કરવા બાબત.

પ્રભારી ઈજનેરને કારના દસ્તાવેજો કર્યા પછી કોઈપણ સમયે કોઈપણ કારણસર ટેન્ડરમાં ખાસ ઉલ્લેખ કર્યા મુજબના સંપૂર્ણ કે અંશતઃ બાંધકામને કોઈપણ મુદત સુધી બંધ કરવું જરૂરી જણાય અથવા સંપૂર્ણ કે અંશતઃ કામ પુરું કરવાની જરૂરીયાત ન જણાય અથવા કોન્ટ્રાક્ટર દ્વારા કરવાના કામની જરૂરીયાત ન જણાય તો તેવા કોન્ટ્રાક્ટરને હકીકત દર્શાવતી લેખિત નોટીસ આપશે અને કોન્ટ્રાક્ટર આ નોટીસ મળ્યા બાદ તરતજ આ કામને યથા પ્રસંગે સંપૂર્ણ કે અંશતઃ

Signature of the contractor :

કોન્ટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

સ્થગિત કરશે કે બંધ કરશે.

આવા કેસમાં અહીં નીચે કરેલ જોગવાઈ સિવાય કોન્ટ્રાક્ટર તેણે કામ પુરું કર્યું હોય તો જે નફો કે ફાયદો તેને મળતો, પરંતુ કામ પુરું ન થવાના પરિણામે તે ન મળ્યાથી થયેલ નુકશાન અથવા તેણે ખરીદી હોય એવી કે જે ખરીદવા તે સહમત થયો હોય એવી માલસામગ્રીની બાબતમાં થયેલ નુકશાન અથવા તેને તેના કામ માટે જે મજૂરીની જરૂર હતી તે મજૂરીને કામ ન આપી શકવાને કારણે થયેલા નુકશાન અંગે કોઈ ચુકવણી કે વળસરનો હકદારો કરી શકશે નહીં. મુળ વિગત વર્ણન, આલેખન, નકશા અને સુચનાઓમાં કરવામાં આવેલ કોઈ ફેરફારને કારણે મૂળભૂત રીતે વિચારાયેલ કામમાં કોઈ કાપ આવે તો પણ તેવા કારણસર તે કોઈ વળતર માટે હકદારો કરી શકશે નહીં.

(૧) આમ છતાં આવા કામ માટે ખરીદેલી માલસામગ્રીને કારણે કે માલસામગ્રી ખરીદવા માટે કરેલ કોન્ટ્રાક્ટને કારણે જો કોન્ટ્રાક્ટરને નોટીસની તારીખ સુધીમાં કોઈ નુકશાન થયું હોય તો તેના માટે વળતર મેળવવા તે હકદાર બનશે. જો આવી રીતે ખરીદેલ અથવા ખરીદવા સમજૂતી થયેલ માલસામગ્રી માંગ્યા પ્રમાણેના જથ્થામાં અને ગુણવત્તાયુક્ત હોય અને તે ફક્ત એ જ કામ માટે ખરીદાયેલી હોય કે ખરીદવા કરાર થયેલ હોય તો તેવી માલસામગ્રી અંગે ખરેખર નુકશાન માટે જ આલું વળતર ચુકવવામાં આવશે. પરંતુ જે માલસામગ્રીની ખરીદી અંગે સરકારથી તરફથી ઈજારદારને એડવાન્સ આપવામાં આવેલ હોય તે માલસામગ્રી ઉપર કોઈપણ જાતના નુકશાનનું વળતર ચુકવવામાં આવશે નહીં.

આવા હકદાર માટે નુકશાનની રકમ પ્રભારી કાર્યપાલક ઈજનેર દ્વારા નક્કી કરવામાં આવશે.

(૨) નોટીસની તારીખથી સાત દિવસ માટે કામે ન રાખી શકાયેલ મજૂરીની બાબતમાં પણ કન્ટ્રાક્ટર વળતર મેળવવા માટે હકદાર બનશે. પરંતુ આ માટે પ્રભારી કાર્યપાલક ઈજનેરનો એવો અભિપ્રાય હોવો જોઈએ કે આવા મજૂરી નોટીસના સાત દિવસ પહેલાં કામ કરતા હતા અને ઉક્ત નોટીસની તારીખથી સાત દિવસની અંદર અન્યત્ર રોજગાર મેળવવાની સ્થિતિમાં ન હતા. કન્ટ્રાક્ટરે આવી નોટીસની તારીખથી સાત દિવસની અંદર અન્યત્ર રોજગાર મેળવવાની સ્થિતિમાં ન હતા. કન્ટ્રાક્ટરે આવી નોટીસની તારીખથી આવા કામે ન રાખી શકાયેલ હોય તેવા મજૂરીને અન્ય સ્થળે કામે રાખવાનો પ્રયત્ન કરવો જોઈએ. નુકશાનના વળતરની રકમ બાબતમાં કાર્યપાલક ઈજનેરના નિર્ણય સાથે કન્ટ્રાક્ટર સંમત ન હોય એવા કેસમાં, આવા નિર્ણયની જાણ થયાની તારીખથી એક મહિનાની અંદર પ્રભારી અધીક્ષક ઈજનેરને અપીલ કરવા માટે કન્ટ્રાક્ટર સુક્ત રહેશે. આવા કેસમાં અધીક્ષક ઈજનેરશ્રીનો નિર્ણય કન્ટ્રાક્ટર માટે આખરી અને બંધનકર્તા રહેશે.

આવા કામના કોઈ અપેક્ષિત ફાયદાની નુકશાની માટે કન્ટ્રાક્ટર હકદાર બનશે નહિ.

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

majeure. (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 & B D. 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 expiry 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

contractor and then notwithstanding the fact that the work, materials or articles complained of 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-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Signature of the contractor :

કન્ટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

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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 Engineer-in-charge may rectify or remove or re-execute the work at the risk & cost of the contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, incurred by him in rectification, removal or re-execution. The Defects Liability period for building works shall be as under(a) for all works costing upto Rs. 50,000 (amount put to tender), the period shall be 3 months from the certified date of completion.

(b) for all works costing more than Rs. 50,000 and upto Rs. 1 crore (amount put tender), 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, (amount put to tender) the period shall be 36 months from the certified date of completion or three monsoons whichever is later.

For the purpose deciding monsoon period 30th september may be treated as the last date.

(Modified vide R. & BD Circular No. PAC-11-102008-2076-N 31-8-2009, PRCH-102Q13(2076) 2759-N Dated 27-5-2013 and Circular No. TNC /10/2016/Clause 17A (Correction/1)C dated 12-5-2016.)

OR

CLAUSE 17A Defect liability period : (Applicable to Tenders for Work of Narmada, Water resources, Water Supply and Kalpsar department only).

A For Works other than Building

(A) For all Works costing up to Rs. 50,000 (Amount put to Tender) the period shall be Three Months.

(B.1) For works of Check Dams, Canals, Drainage and road structure estimated to cost more than Rs. 50,000 but up to Rs. 10.00 lacs the period shall be Six months.

(B.2) For works other than Check Dams, Canals, Drainage and road structure estimated to cost more than Rs. 50,000 but up to Rs. 10.00 lacs the period shall be Twelve months.

(C.1) For works of Check Dams, Canals, Drainage and road structure estimated to cost more than Rs. 10.00 lacs the period shall be Three years.

(C.2) For works other than Check Dams, Canals, Drainage and road structure estimated to cost more than up Rs. 10.00 lacs but upto Rs. One crore the period shall be Twelve months.

(D) All works estimated to cost more than Rs. One crore the period shall be Three years.

B. For Building Works : (i) For Building estimated to cost upto Rs. 50,000 the period shall be three months (ii) For Buildings works other than original building estimated to cost upto Rs. 50,000 but upto Rs. One crore the period shall be Twelve Months (iii) For original Building works the period shall be One years or elapse of one monsoon period which ever is later.

In above works the period shall be counted from the certified date of completion 30th September shall be treated as last date of monsoon (N.W.R. WS. & Kalpsar Department Order No. 341/2010/WS & Kalpsar dated 11-12-2013)

Concrete Works : For works involving components of cement concrete estimate to cost more than Rs. 10 crores but upto Rs. 50 crores, the concrete Works shall be done by Concrete Batching Mixing Plant of minimum capacity of 15 C.M. /hour or concrete Works shall be done by ready mix concrete. Further in respect of major projects of Dams, Barrages or Bridges estimated to cost above Rs. 50 crores, the concrete Works shall be done by Concrete Batching Mixing plant of minimum capacity of 100 C.M./Hour or concrete Works shall be done by ready mix concrete (N.W.R. WS. & Kalpsar Department Order No. 341/2010/WS & Kalpsar dated 11-12-2013)

CLAUSE 17B Free maintenance guarantee period of three years for works of constructing B.T. surfaces.

(1) Contractor shall have to give three years free maintenance guarantee for period from the certified date of taking over. During this period contractor shall have to repair the damaged portion or the any portion of road and B.T. surface of road including pot holes, depressions, cuts or worn out portion at his risk and cost as per directions of Engineers. Five percent of value of B.T. items in each running bill shall be with held and released after this period is over. Provided for this amount the contractor shall be allowed to convert it up to F.D.R. or Bank Guarantee obtained in the name of Executive Engineer.

(2) Not Specified.

(3) Two percent of the amount eligible for payment bituminous items shall be withheld till the miscellaneous items like earthwork in embankment / cutting for side shoulders, side gutters, kilometre/indicator/guard stones, sign boards etc. are

Signature of the contractor :

કર્તાકર્તાની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

GBS

completed in all respect by the contractor. After completion of the miscellaneous items, the above said 2% withheld amount shall be released. (R&B Circular No. TNC-10-2013-3 (Part-III)-C, dated 13-12-2013)

CLAUSE 18 (1) For each work costing above Rs. One crore, the contractor shall have to engage minimum one graduate Engineer. He will be given Identity Card by the contractor. The copy of Identity Card shall be furnished for the Office of Deputy-Executive Engineer, Executive Engineer and Superintending Engineer. The identified Engineer should remain present on the site of the work. The Contractor will have to produce the notarized Certificate periodically (At least in the beginning and in the month of completion of the work to the effect that the said designated graduate Engineer has not been appointed on any other work. If not found on site, the Engineer-in-charge will give notice of this default to the contractor. If in spite of this notice, default continues, the action to hold the registration of defaulter contractor in abeyance for three years will be initiated. (R. & B.D. Circular No. SSR-10-2008-18-C dated 13-10-08 and No. 424-102014-444 dated 4-11-2015)

(2) **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 authorised agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

CLAUSE 18A Employment of a qualified site Engineer by the Contractor : For works estimated to cost above Rs. 100 lacs. Within 15 days of issue of work-order the Contractor will have to furnish to the Deputy Executive Engineer-in-charge of the work the Name, Qualifications, Copy of marksheet, Colour Photograph and the appointment order issued to such Engineers engaged for this contract work. If 15 days after issue of work order such designated site Engineers do not resume or do not remain present on site of work, the recovery at the rate of Rs. 15,000-00 per month per Engineer will be made from the bills / deposit / dues of the contractor. Such recovery shall be non refundable.

The Engineer so employed for the Government work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with other duty except this work.

In case the contractor or partner of the contractor firm is a Civil Graduate Engineer, Employment of a separate Engineer will not be necessary provided that the Engineer partner himself attends the execution of the work on the site. (G.R.B. & CD No. RGN-602006-(35)-C, dated 31-5-07)

CLAUSE 19 Notice to be given before work is covered up : 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 expense and in default thereof, no payment or allowance shall be made for such work or for the materials with which the same was executed.

CLAUSE 20 If the contractor or his workmen, or servants shall break, deface, injure or destroy any part of the building or the work in question in/on which they may be working or any building, road, fence, enclosure or grass-land or cultivated ground contiguous to the premises on which the works or any part thereof is being executed or if any damage shall be done to the work from any cause whatever before damage occurred/caused due to normal flood or rain or if any imperfections become apparent in it within three months from the grant of a certificate of completion, final or otherwise by the Engineer-in-charge, the contractor shall make good the same at own expenses or in default, the Engineer-in-charge may cause the same to be made good by other contractor, and deduct the expenses (of which the certificate of the Engineer-in-charge shall be final) from any sums that may thereafter become due to the contractor or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof.

CLAUSE 20A Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts 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, military or Usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

Note : "Unprecedented flood" means the flood crossing the High Flood Level of the past _____ year(s) which is on the available record.

(Modified Vide R & B D. G. R. No. TNC - 1096 - IB - 143 - (16) - C dated 11-1-99)

CLAUSE 21 Contractor to supply plant, ladders, scaffolding etc. and is liable for damage arising from non-provision of lights, fencing etc. : The contractor shall supply at his own cost all materials (except such special materials if any, as may, in accordance with the contract to be supplied from the Public Works Department Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of the work whether in the original, altered or substituted form and whether included in the specifications, or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter or to which under

Signature of the contractor :

કર્તાલક્ષ્મી સહી :

Signature of the Executive Engineer :

કર્તાલક્ષ્મી સહી :

these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of settings out works and counting, weighing and assisting in the measurement or examination at any time and from time to time, of the work or the materials, failing this, the same may be provided by the Engineer-in-charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit, or proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defence of every suit, action or other legal proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may, with the consent of the Contractor, be paid in compromising any claim by any such person.

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

ખંડ-૨૧ ક કંટ્રાક્ટરે યોગ્ય પાલખો અને કાચા માંચડા, જવા - આવવા માટેનાં પાટિયા અને સીડીની જોગવાઈ કરવાની રહેશે અને તે અંગે નીચે મુજબના નિયમોનું પાલન કરવાનું રહેશે.

- (a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- (ક) સીડી ઉપરથી અથવા બીજા કોઈ સાફન દ્વારા સલામતિપૂર્વક ન કરી શકાય તેવા બાંકાં કામ માટે કામદારો સારૂ યોગ્ય પાલખોની જોગવાઈ કરવાની રહેશે.
- (b) A scaffold shall not be constructed, taken down or substantially altered except -
- (i) Under the supervision of a competent and responsible person.
- (ii) appointed by contractor and by competent workers possessing adequate experience in this kind of work.
- (બ) (૧) કાર્યક્ષમ અને જવાબદાર વ્યક્તિની દેખરેખ હેઠળ તે સિવાય,
- (૨) કંટ્રાક્ટર દ્વારા નિમાયેલ અને અનુભવ કરાવતા કાર્યક્ષમ કામદારો દ્વારા થતું હોય તે સિવાય, કોઈપણ પાલક બાંકવી નહીં, ઉતારવી નહીં કે તેમાં મહત્વના ફેરફાર કરવા નહિ.
- (c) All scaffolds and appliances connected therewith and all ladders shall -
- (ગ) બકી પાલખો અને તેની સાથે સંકળાયેલ સામગ્રી અને બકી જ સીડીઓ -
- (i) be of sound material (૧) મજબૂત ચીજવસ્તુની બનેલી હોવી જોઈએ.
- (ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and,
- (૨) તેના પરના આવનારા વજન અને ઘસારાને ખમી શકે તેટલી મજબૂત હોવી જોઈએ, અને
- (iii) be maintained in proper condition (૩) તેને સારી સ્થિતિમાં રાખવાની રહેશે.
- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (ધ) પાલખો એવી બાંકવાની રહેશે કે સામાન્ય વપરાશથી તેનો કોઈ પણ ભાગ છૂટો પડી ન જાય.
- (e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
- (ચ) પાલખો પર વકારે પડતું વજન મૂકવું નહિ અને શક્ય હોય ત્યાં સુધી તે વજન સમગ્ર પાલખ પર એકસરખું વહેંચી નાંખવું.
- (f) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.
- (છ) પાલખો પર માલ ઉચકવા માટેના ગિયર ગોઠવતાં પહેલાં પાલખોની મજબૂતાઈ અને ટકાઉપણાની ખાતરી કરવાની ખાસ સાવચેતી લેવી.
- (g) Scaffolds shall be periodically inspected by a competent person.
- (જ) કાર્યક્ષમ વ્યક્તિ દ્વારા વખતોવખત પાલખોની તપાસ કરવાની રહેશે.
- (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.
- (ઝ) તેના કામદારોએ પાલખો બાંકી હોય કે ન હોય તો પણ પોતાના કામદારોને તે પાલખોની ઉપયોગ કરવા દેતાં પહેલાં કંટ્રાક્ટરે તેવી પાલખો અહીં જણાવેલ વિનિયમો અનુસાર બરાબર હોવા બાબતની ખાતરી કરવાની રહેશે.
- (i) Working platforms, gangways shall-
- (i) be so constructed that no part thereof can sag unduly or unequally.
- (૨) કાચા માંચડાં જવા - આવવા માટેના પાટિયા અને સીડીઓ બાં તી વખતે નીચેની બાબતો ખ્યાલમાં રાખવાની રહેશે.
- (૧) તેનો કોઈ પણ ભાગ વધુ પડતો કે અસમાન રીતે ઝૂકી ન જવો જોઈએ.
- (ii) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and -
- (૨) માણસો ગબડી કે લપસી પડે તેવું જોખમ બને તેટલું ઓછું રાખવા માટે પ્રવર્તતા સંજોગો અનુસાર તે બાંકવા અને જાળવવા, અને
- (iii) be kept free from any unnecessary obstruction.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

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- (ક) કોઈ પણ જાતના બિનજરૂરી અવરોધથી મુક્ત રાખવા.
- (f) In the case of working platforms, gangways working places and stairways at a height exceeding 2.00 metre (to be specified) (જણાવવી)
- (ક) ૨.૦૦ મીટરથી વધુ ઉંચાઈવાળા કાચા માંચડા, જવા - આવવા માટે પાટિયા કામની જગ્યા અને સીડીઓની નીચે મુજબની જોગવાઈ રહેશે.
- (f) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
- (૧) સલામતીના બીજા પૂરતાં પગલાં ન લેવાયાં હોય તો દરેક કાચો માંચડો અને જવા આવવા માટેનું દરેક પાટિયું લગભગ જડેલું હોવું જોઈએ.
- (ii) every working platform and every gangway shall have adequate width, and
- (૨) દરેક કાચા માંચડા અને જવા - આવવા માટેના પાટિયાં, પૂરતી પહોળાઈવાળા હોવા જોઈએ, અને
- (iii) every working platform, gangway, working place and stairway shall be suitably fenced
- (૩) દરેક કાચા માંચડા અને જવા - આવવા માટેના પાટિયાં કામની જગ્યા અને સીડીઓને યોગ્ય કડેરા હોવા જોઈએ.
- (k) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the access of person or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or material.
- (૩) માણસો આવી જઈ શકે અથવા માલસામાનની હેરફેર થઈ શકે કે એક સ્થળેથી બીજે સ્થળે લઈ જઈ શકાય તેટલા વખત અને તેટલા પૂરતી મકાનની ફરસ કે કાચા માંચડા પરની પ્રત્યેક ખુલ્લી જગ્યા પર એવા યોગ્ય સાફની મૂકી રાખવા કે જેથી કોઈ માણસ કે માલસામાન પડી ન જાય.
- (l) When persons are employed on a roof where there is danger of falling from a height exceeding 3.00 (to be specified) meters suitable precaution shall be taken to prevent the fall of persons or material.
- (ક) જ્યાંથી પડી જવાનો ભય હોય તેવી ૩.૦૦ (જણાવવી) મીટરથી વધુ ઉંચાઈના છાંપરા પર માણસોને કામે રાખવામાં આવ્યા હોય ત્યાંથી માણસો કે માલસામાન પડી ન જાય તે માટે સાવચેતીના યોગ્ય પગલાં લેવાનાં રહેશે.
- (m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.
- (ત) માલખો કે કામકાજની બીજી જગ્યાઓ પરથી પડે તેવી ચીજવસ્તુઓથી માણસને ઈજા ન થાય તે માટે સાવચેતીના યોગ્ય પગલાં લેવા.
- (n) Safe means of access shall be provided to all working platforms and other working places.
- (ચ) બધા કાચા માંચડા અને કામની બીજી જગ્યાઓએ સહેલાઈથી જવા માટે સલામત માર્ગોની જોગવાઈ કરવાની રહેશે.

CLAUSE 21B The contractor shall comply with the following regulations as regards the hoisting appliances to be used by him-

ખંડ-૨૧-બી કંટ્રાક્ટર વજન ઉચકવાના સાધનો વાપરે તે સંબંધમાં તેણે નીચેના વિનિયમોનું પાલન કરવાનું રહેશે.

- (a) Hoisting machines and tackle including their attachments, anchorages and supports shall -
- (ક) વજન ઉચકવાનાં યંત્રો અને ગરગડીવાળા યંત્ર, તેમની સાથેના જોડાણો, લંગર માટેના સામાન અને ટેકા નીચે મુજબના હોવા જોઈશે :-
- (i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and
- (૧) સારી યાંત્રિક રચનાવાળાં, મજબૂત વસ્તુના તેમજ પૂરતી તાકાતવાળા અને દેખીતી કોઈ ખામી વિનાના ત અને
- (ii) be kept in good repair and in working order. (૨) સારી દુરસ્ત હાલતમાં અને ચાલુ સ્થિતિમાં રાખવા જોઈશે.
- (b) every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- (ખ) માલસામાનને ઉઠે ચડાવવા કે નીચે ઉતારવા અથવા લટકતો રાખવાના સાધન તરીકે વપરાતું દોરડું યોગ્ય જાતનું અને પૂરતી મજબૂતાઈવાળું તેમજ દેખીતી ખામી વિનાનું હોવું જોઈએ.
- (c) Hoisting machines and tackles shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by Engineer-in-charge.
- (ગ) વજન ઉચકવાનાં યંત્રો અને ગરગડીવાળાં યંત્રને કામના સ્થળે ગોઠવ્યા બાદ અને ઉપયોગમાં લેતા પહેલાં તપાસી જોઈને પૂરતા પ્રમાણમાં ચકાસી લેવાનાં રહેશે, તેમજ હવાદાના ઈજનેર નિયત કરે તેવા સમવાંતરે, ગોઠવેલી સ્થિતિમાં તેની ફેર તપાસ કરવાની રહેશે.
- (d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- (ઘ) માલસામાન ઉઠે ચડાવવાના કે નીચે ઉતારવા કે લટકતો રાખવાના સાધન તરીકે વપરાતા પ્રત્યેક સાંકળ, રીંગ, આંકડો કડી, નકુચા અને પુલીબ્લોક વખતોવખત તપાસવા.
- (e) Every crane driver or hoisting - appliance operator shall be properly qualified.
- (ચ) પ્રત્યેક કેઈન- ડ્રાઈવર કે વજન ઉચકવાના યંત્રના ચાલક યોગ્ય લાયકાતવાળા હોવા જોઈશે.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

અધિકારક ઇજનેરની સહી :