

**GUJARAT STATE POLICE HOUSING
CORPORATION LTD.**
(Govt. of Gujarat Undertaking)



TENDER DOCUMENT
(Percentage Rate Tender - Form B-1 - E-tendering)

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Gujarat State Police Housing Corporation Limited

TENDER DOCUMENT (Percentage Rate Tender - Form B-1 for E-Tendering)

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Gujarat State Police Housing Corporation Limited

PERCENTAGE RATE TENDER AND CONTRACT FOR CONSTRUCTION AND / OR ELECTRICAL WORK

NamemProject_____

NamemWorn_____

Location_____

Last date & time of online submission of tender_____

Last date of physical submission (by registered post AD / Speed Post or by Hand Delivery) of tender fee, EMD & Notarised undertaking in physical form.

Date_____ Time 17:00 hrs.

Date & time of online Opening of Tender Date_____ Time_____

MEMORANDUM OF WORKS IN BRIEF

(1) Name of the Work

(2) Estimated Cost Rs.....

(3) Earnest Money:

(A) For Estimated cost up to 10.00 lacs -2%..... Rs.....

(B) For Estimated cost above 10.00 lacs -1%..... Rs.....

(4) Validity period of tender offered :(A)-90 days for Estimated cost up to 10.00 lacs from the last date of online submission of tender.(B)-120 days for Estimated cost above 10.00 lacs from the last date of online submission of tender

(5) A Security Deposit: In case of works having estimated cost above Rs.10.00 lacs

(i) FDRs/Bank Guarantee of any of the Rs.5%of Contract value
specified banks only (see clauseNo.2
Of section-3fordetails)

(ii) To be deducted from current bills Rs. 5% of Contract Value

Total Rs.10%of Contract value

(5) B Security Deposit : In case of works having estimated cost up to Rs.10.00 lacs

(i) FDRs/Bank Guarantee of any of the Rs.2.5% of Contract value
Specified banks only (See Clause No.2
of section-3 for details)

(ii) To be deducted from current bills Rs.2.5% of Contract value

Total Rs.5 %m Contract value

(5) C Security Deposit

(i) In Case of tenders for Annual Rate Contract {A.R.C), total 10% security deposit of the contract value is payable.

(ii) Out of which, first 5% of the contract value will be payable in the form of FOR/Bank Guarantee of any of the specified banks only (See Clause No.2 of Section 3 for details)

(iii) Balance 5% deposit of the contract price will be deducted @ 20% from each of the first 5 bills.

(6) Time allowed for completion of the work
from the date of written order to commence Months
the work

(7) Other details

(i) Mode of quoting rates in Schedule of items to be carried out. In figures as well as in words.

MEMORANDUM OF WORKS IN BRIEF

1. Name of Work

2. Estimated Cost: Rs.....

3. Earnest Money

:

(A) For Estimated cost up to 10.00 lacs-2%..... Rs.

(B) For Estimated cost above 10.00 lacs -1%..... Rs.....

4. Validity period of tender offered :{A)-90 days for Estimated cost up to 10.00 lacs from the last date of online submission of tender.(B)-120 days for Estimated cost above 10.00 lacs from the last date of online submission of tender

5. Security Deposit Total at Five/Ten percent of the Contract value

Total security deposit shall be 5% (Five percent)/10% (Ten percent) of contract price of which half (50%) shall be payable in the form of FOR/Bank Guarantee of any of the specified Banks only (see clause No.2 of sec.3 for details) in favour of Gujarat State Police Housing Corporation Ltd. and balance amount of Security Deposit (50%) shall be recovered from current running bills @ 10% {Ten percent) of the value of each bill and in case of ARC works, 20% (Twenty percent) from each of the first five bills. No interest shall be payable by the Corporation on Security Deposit lying with the Corporation / deducted by the Corporation from RA bill. FOR/Bank Guarantee of a specified Bank must be more than 6 (six) months standing of expiry of stipulated date of completion of the work.

6. Time for completion of work from the date of written order to commence months.
the work.

7. Name of Office to which

Tender fee, EMD & notarized

undertaking to be sent

in physical form by registered

post AD or Speed Post or by

Hand Delivery :

Office of the Tender Inviting Authority

Gujarat State Police Housing Corporation Limited

Contract for works

SECTION -1

INFORMATION & INSTRUCTIONS FOR TENDERERS:

1.1 Competency of Tenderer:

1.2 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 Corporation with the statements as to their experience, registration certificate under Gujarat Sales Tax Act. and their financial status. Tenderer shall be a registered contractor in appropriate class of the Roads & Buildings Department, Government of Gujarat and shall also have registration certificate under Gujarat Sales Tax Act.

1.3 The tender fee (in the form of demand draft / banker's cheque favouring the Corporation, payable at place of tender inviting authority or cash receipt) & Earnest Money Deposit in physical form shall be received only under "Registered Post A.D. or Speed Post" or by Hand Delivery.

2.0 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.

3.1 Late / Delayed physical receipt of tender fee, EMD & notarized undertaking

3.2 After online submission of tender, tender fee, EMD & notarized undertaking should reach the Corporation within time and last date stipulated for the purpose in any of the modes of physical submission. In case, the same is not received within the time and stipulated last date of receipt, their tender will not be opened online and will be considered as NON-RESPONSIVE.

4.0 Adequacy of Rates:- The tenderer must understand clearly that the rates quoted are for completed works and include all costs due to materials labour, scaffolding plant, supervision, service work, power, royalties and octroi etc., and to 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 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 misleading information by any person (whether the member is the employee of the Corporation 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.

5.0 Tender Forms : 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.

6.0 Quoting of Rates :-

The tenderer shall work out the total amount of his offer after adding or deducting the percentage from the total cost as shown at the end of Memorandum showing items and rates of work to be carried out.

Contractor's percentage whether applied to net or gross amount of the bill : Percentage referred to above tender shall be deducted from / added to the gross amount of the bill before deducting the value of any stock issued, while preparing the running and Final Bill.

7.1 Earnest Money:-

7.2 *Earnest money at 1%|2% of the estimated cost of the work shall be submitted in the physical form along with other supporting document of the tender within the time and date stipulated & in the mode prescribed for the purpose. This Earnest money shall be in favour of the Gujarat State Police Housing Corporation Ltd. and shall be in the form either:*

(A) *Cash receipt of G.S.P.H.C. Ltd.*

OR

(B) *Fixed Deposit Receipt of Banks (See clause no.2 of section-3 for details) drawn in favour of the Gujarat State Police Housing Corporation Ltd.*

OR

(C) *Copy of the valid Earnest Money Deposit exemption certificate duly issued by the Corporation under EMD exemption scheme of the Corporation.*

7.2 *The Earnest money submitted in the form (B) above shall need minimum validity of one hundred and eighty (180) days from the last date of online submission of tender. 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 work under the Corporation.*

7.3 *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.*

7.4 *Within fifteen days or within such time as may be decided by the Corporation from the date of receipt of the letter accepting his tender, the successful tenderer shall furnish the required security deposit and attend the office of the Corporation 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 scheme, equivalent amount*

therefrom) shall be forfeited and the tenderer may be disqualified from tendering for further works under the Corporation.

7.5 *Tenders not accompanied by Earnest Money shall be rejected outright as NON RESPONSIVE. The act of the tenderer to submit documents in physical form without Earnest Money shall be construed as "Misconduct" and would disqualify him for future tendering for the Corporation works.*

8.0 Accompaniments of Tender : (To be submitted in electronic format through online (by scanning) up to last date of online submission of tender.)

Bidders are required to take note for submission of documents as below.

PART

"A" -Mandatory documents (Jobs submitted online)

For Preliminary stage - Mandatory documents to be submitted in electronic form .
i.e. by scanning along with submission of tender online.

- (i) Copy of last I.T return filed, partnership deed or memorandum as well as Articles of Association, in case of the company or copy of registration under co-operative society. All copies submitted shall be duly attested.
- (ii) A certificate of Registration as approved contractor of prescribed category along with validity period from authorities stipulated in notice inviting tenders.
- (iii) Copy of Provident fund Registration along with code number.
- (iv) A solvency certificate of an amount equal to 25 Percent of the amount of work put to tender (having minimum validity on the date of online submission of tender) will have to be produced. Such solvency certificate should be issued by the banks as per clause 2 (a) of section 3.
- (v) Tender fees - Pay order / Demand Draft Cash Receipt of the Corporation. (Non Refundable)
- (vi) Earnest Money Deposit in the form of cash receipt of G.S.P.H.C. LTD. or Fixed Deposit Receipt of Banks (See clause no.2 of section-3 for details) OR EMD exemption certificate issued by G.S.P.H.C. LTD. Only.
- (vii) Mandatory documents as per prequalification criteria/special tender conditions if applicable copies of certificate regarding previous experience as required .
 - Experience certificate in Form 3A issued by Government to substantiate successful experience of similar work (i.e. Single similar Work). When Employer of similar work is not a Government, following need also to be furnished (minimum for one such work)

- a. Self Attested copy of work order/ Agreement
- b. Self Attested copy of completion certificate
- c. Self Attested copy of TDS certificates.
- (viii) Goods & Service Tax Registration Copy (GST)
- (ix) Income tax pancard copy.

Part B-C1 Other Documents : In addition to submission of documents in electronic form {by scanning }, submit following mandatory documents in physical form within stipulated date mention in NIT at office of the tender inviting authority.

- (i) Tender Fee (Non Refundable)
- (ii) Earnest Money Deposit
- (iii) Notarized undertaking on Rs.100 Stamp Paper as per attached Format.

part B- <2> Other documents:

- (i) Duly filled in and signed declaration form as provided after as last item of section 1 & memorandum duly filled in & signed as given in section- 2.
- {ii) Copies of certificate regarding previous experience as required.
- (iii) Declaration showing all works completed during preceding 5 year and works on hand with the contractor and the value of works that remained to be executed in each case (Annexure 1 & 2)

Note : Non submission of any of the above mandatory documents in prescribed form and mode in part A & part B {1} will make the bidders non responsive at preliminary stage only and no further tender evaluation process will be initiated in such bids.

For Tender Amount More than Rs. 7 Crore and For Special Work Tender (Two Cover Bid.) Also For Separate Electrical Works Tender more than Rs. 50.00 Lacs.

In addition to Part A and Part B Documents Following mandatory documents to be submitted online for pre-qualification criteria. (Technical Bid)

PART - C For technical Stage - Mandatory Documents duly self attested to be submitted in electronic form .i.e. by scanning along with submission of tender online.

- 1.) Annual Turnover Certificate issued by Chartered Accountant for last five financial year i.e. from _____ to _____;

2.} Experience certificate in Form 3A issued by Government to substantiate successful experience of similar work (i.e. Single similar Work}. When Employer of similar work is not a Government following need also to be furnished (minimum for one such work} (Schedule H)

- a. Self Attested copy of work order/Agreement
- b. Self Attested copy of completion certificate
- c. Self Attested copy of TDS certificates.

Note : Details of similar works completed needs to be shown clearly in Schedule - H Form online and only such work will be considered for evaluation. Form 3A scanned copy of the same to be uploaded, (as shown in Schedule H) others separately attached documents for single similar works will not be considered.

3.} Bid Capacity (please refer as per PQ criteria no 15 (ii) C)

- 3a. Work on hand with the contractor and the value of works that remained to be executed in each case as per tender documents (Schedule- E)
- 3b. Structure and Organization details (Schedule-A}
- 3c. Financial Statement (Schedule-B)
- 3d. Personal Details (Schedule-C)
- 3e. Plant and Machinery Details (Schedule-D)
- 3f. Details of Litigation (Schedule-F)
- 3g. Additional Information (Schedule-G)
- 3h. Consent letter of Bidder for plant, Machinery and personnel (Schedule-!)

Note : Relevant documents of all schedules to be submitted at concern schedule stage.

Documents stated in Part- B (1)- Other documents are required to be submitted within 7 days of the last date of online submission of tender in physical form. Non submission of any of the mandatory documents stated in Part A above, along with online submission of tender and Part B (1) within stipulated time period will make the tender "NON-RESPONSIVE" and E.M.D. will be refunded to the tenderer. No additional/ missing documents can be submitted from later on Part A and Part C above which is mandatory requirement of documents .

In addition to above, Corporation may call for any clarification regarding the submitted documents and the same shall have to be complied within four working days after intimation/instruction given by the Corporation. In case the tenderer fails to clarify within stipulated time limit as stated above, the Corporation shall consider the tender as "NON-RESPONSIVE" and EMD will be refunded. No extension of time will be given in any case, as stated herein above. It may be noted that contractor shall be allowed to submit only the clarification/documents for which clarification is called for. In case of repeated such cases by the single agency is noticed, the Corporation reserves the right to "BLACKLIST" the agency for further period as deemed appropriate and the decision of the Managing Director in this regard shall be final and binding to the agency.

(A) In case if bidder is limited company then they shall submit Memorandum & Articles of Association prior to execute the agreement.

(B) For Electrical Item :- In the composited tender, electrical work having total estimated amount more than Rs.50.00 Lacs, the agency will the lowest bid will have to submit the copy of MOU of the electrical agency by whom the work is to be done, having R & B (Electrical) Registration of appropriate class, Electrical Contractors License & experience certificate as per the Performa (Annexure-X and Annexure-Y) enclosed in the tender. Prior to execute the agreement. Failing which it will be considered as misconduct and the EMD will be forfeited and agency will be black listed for the future tendering.

The tender is subject to be disqualified, if the tenderer is found to have misled or furnished false information on the forms /statements /certificates submitted in proof of qualification requirements or record of performance such as abandoning execution of the works, litigation history and or financial failures and or suppression of material facts and information.

The Corporation shall not hold any risk and responsibility for any problem(s) encountered by the Tenderers while submitting his bids online.

The bidder is requested to download the tender documents and read all the terms and condition mentioned in the NIT and Tender documents before submitting online tender and physical documents as mentioned above (Part A, B & C) and seek clarification, if any from the authorized officers as mentioned in the NIT well within the last date and time of submission of online tender or physical documents as the case may be.

The bidder has to keep track of changes by viewing the addendum/ Corrigendum issued by the Tender Inviting Authority from time to time basis in the E-Procurement platform. The department calling for tenders shall not be responsible for any claims/ problems arising out of this.

All other relevant conditions are incorporated on the tender document.

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid

submission number after completing the process and steps. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender inviting Authority for processing.

The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on a-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the a-Procurement platform.

9.0 Tender liable to be invalid :

It may please be noted that the tender is liable to be considered invalid especially, if the requirements [(i) to (ix)] listed in above clause no.8 are not complied with.

10.0 Right of rejection of tenders.

(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:

(a) The tenderer proposes any alteration in the work specified or in the time allowed for carrying out the work or in any condition.

(b) The tenderer i.e. in case of a proprietorship firm, the proprietor, in case of partnership firm, the partner or in case of a limited company, the Director or a person duly authorized by the board of Directors does not sign Section 2 or his signature is/are not attested by a witness.

(c) Any person who submits a tender shall fill forms online including the percentage and rates of items put to 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.

11.1 Method of Tendering :

11.2 If the tender is made by an individual, it shall be signed by the individual above his full name and current address.

11.3 If the tender is made by a proprietary firm, it shall be signed by the proprietor above his full name and the full name of his firm with its current address.

11.4 If the tender is made by a firm of partnership, it shall be 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.

11.5 If the tender is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding digital certificate for the company /corporation and power 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.

11.6 All witnesses shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures.

11.7 All signatures in the tender document shall be dated.

12.1 Eligibility and qualification requirement.

To establish acceptability of the offer to the satisfaction of Tender Inviting Authority the tenderer shall provide either in a physical form the following:

12.2 Details of plant and machinery immediately available with tenderer for use on the works in the proforma prescribed in Annexure-3.

12.3 Details of plant and machinery proposed to be procured for the works in the proforma prescribed in Annexure-4.

12.4 Details of technical, supervisory and administrative personnel already employed by the tenderer that he proposes to utilize for this work and such other personnel he proposes to employ further for this work in the proforma in Annexure-5.

12.5 Separate notes in sufficient details on each of the following :

- (i) Method and technique of construction
- (ii) Sequence of various important components of the work;
- (iii) Cash-flow arrangement

13.0 Deviation or modifications in Tender Documents:

13.1 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 and shall be considered as non-responsive for all practical purposes. The decision of the corporation in this regard shall be final and binding to the tenderer.

13.2 Alternative tenders are not acceptable.

14.1 Submission of tender

14.2 Tender shall be submitted in an online manner only on website <http://gsphc.nprocure.com>

Last date & time of online submission

14.3 Tender fee, EMD & Notarized undertaking in physical form should be submitted on or before _____ {date} 17:00 hrs. (time) to the Office of the Tender Inviting Authority.

15.1 Evaluation of tenders

15.2 Technical evaluation will be made of the tenderer's proposed method and technique of construction, construction program, 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.

15.3 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.

15.4 Award is to 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.

16. 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 receipts for the firm.

17.1 Opening of tenders :

17.2 The Authorised Officer /competent authority shall open tender online on website : <https://gsphc.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.

18.1 General rules and directions :

18.2 No receipt for any payment made by a Contractor will be entertained by the Corporation 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 Authorised staff members of the Corporation.

18.3 All works shall be measured net by standard measure and according to the rules and customs of the Corporation or any other method approved by the Corporation without reference to any local custom. The measurements of work will be taken according to the usual method in use in the Roads & Buildings Department and no proposal to adopt alternative method will be accepted. The Executive Engineer decision as to what is the usual method in use in the Corporation/Roads & Building department will be final.

18.4 Under no circumstance shall any Contractor be entitled to claim enhanced rate for any item in this contract except as provided in contract conditions.

18.5 No payment in foreign exchange will be made under this contract.

18.6 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 Corporation.

Note : By term "near relative" is meant wife, husband, parents, children, brothers, sisters uncles, aunts, cousins, and in-laws.

18.6 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 (in the Annexure form 7) Any changes, in such addresses, during the tenure of contract should invariably and forthwith be intimated by the Contractor to the Executive Engineer.

19.0 Submission of 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 as and when required by the authority during subsistence of the contract.

20.0 Tender validity period :

The tender for the work shall remain open for a period of 90/120 days (90 days for estimated cost below Rs. 10.00 Lacs & 120 days for estimated cost above 10.00 lacs.) counted from the stipulated last date of receiving of the tenders online for this work. The tenderer shall not be allowed to withdraw or make any modifications or additions in the terms and conditions of his tender not acceptable to the Corporation after stipulated last date and time of online submission of tender. In such cases, the Corporation shall without prejudice to any right or remedy be at liberty to forfeit in full the earnest money absolutely. However, the tenderer is at liberty to modify his offer, but the same should be submitted online before the last date & time of online submission of tender.

21.0 Agreement of Stamp

Successful tenderer i.e. in case of a proprietorship firm, the proprietor, in case of partnership firm, the partner or in case of a limited Company, the Director or a person duly authorized by the Board of Directors will have to execute the agreement on a stamp paper of the value as required under Indian Stamp act.

22.0 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.

DECLARATION FORM

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

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

(iii) If/Ne hereby declare that my/our near relatives or in-laws are not working as an officer in the sphere of jurisdiction for supervision of the work in the Gujarat State Police Housing Corporation Ltd.

Dated _____

Place _____

(Signature of the Contractor with Seal)

SECTION- 2

TENDER FOR WORKS AND MEMORANDUM

1/We hereby tender for the execution of the work specified in the underwritten memorandum for the Gujarat State Police Housing Corporation Limited (hereinbefore and hereinafter referred to as the Corporation) at the tendered rates specified by me/us in Schedule showing items and rates 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

Name of Project : _____

(a) Name of work _____

(b) Estimated Cost: Rs. _____

(c) Earnest Money: At the rate of one/two percent of estimated cost Rs. _____

(1.00% for estimate cost above Rs.10.00 lacs, & 2.00% for estimated cost up to Rs.10.00 lacs.)

(d) (1) Security Deposit: Ten percent of contract Price Rs. _____

(For estimate cost above Rs.10.00 lacs.) See Clause 2 of section -3 for details

(A) Five percent in the form of FDR / Bank Guarantee of specified Banks only & having more than 6 months standing of expiry of stipulated date of completion of work. In case of time limit extended bank guarantee is to be renewed and submitted accordingly.

(B) Balance five percent to be deducted from current bills @ 10% of total amount of the bill.

(C) Total Security Deposit: Ten percent of the contract price.

(d) (2) Security Deposit: Five percent of contract Price Rs. _____

(For estimate cost up to Rs.10.00 lacs.) See Clause 2 of section -3 for details

(A) Two and half percent in the form of FDR / *Bank Guarantee* of specified Banks only & having more than 6 months standing of expiry of stipulated date of completion of work. In case of time limit extended bank guarantee is to be renewed and submitted accordingly.

(B) Balance two and half percent to be deducted from current bills @ 10% of total amount of the bill.

(C) Total Security Deposit: five percent of the contract price

(d) (3) Security Deposit :

A. In Case of tenders for Annual Rate Contract (A.R.C), total 10% security deposit of the contract value is payable.

B. Out of which, first 5% of the contract value will be payable in the form of FDR/Bank Guarantee, of specified banks only(See clause no.2 of section-3 for details)

C. Balance 5% deposit of the contract price will be deducted @ 20% from each of the first 5 bills.

(e) Time allowed for the completion of work from the date of written order to commence _____ months

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and conditions of contract annexed hereto so far as applicable and in case of default, the Corporation shall have all rights for forfeiture of security deposit by the Corporation as per terms and conditions of contract.

(1) Cash receipt/FDR receipt No.* _____, dated _____ for Rs. _____
(Rs. _____), drawn on _____
_____ branch _____

OR

(2) EMD EXEMPTION CERTIFICATE ISSUED BY CORPORATION BEARING NO. _____
DATED _____ OF RS. _____ VALID UPTO _____, is forwarded
herewith representing the EARNEST MONEY, the value of which is to be absolutely forfeited by the Corporation, should I/We do not deposit the full amount of security deposit as specified in the above memorandum in accordance with Clause 2 of section -3. On payment /deposit of required security deposit in conformity with the contract condition, the said EMD (as per (1) above) shall be refunded..

Date:

Place:

**Signature of the contractor

(Witness) ***-----
Name and address _____
(Occupation) _____

*Cash Receipt/FOR signed by the authorized person of the Corporation.

**Signature of contractor before submission of tender

***Signature of witness to Contractor's signature

The above tender is hereby accepted by me on behalf of the Corporation
dated the _____ day of _____ 200_____

Signature of
Superintending Engineer
G.S.P.H.C. Ltd.
Gandhinagar.

SECTION- 3

TERMS & CONDITIONS OF CONTRACT

Clause - 1.0 Definitions and Interpretation.

1.1 In the contract (as hereinafter defined), the following words and expressions will have the meanings hereby assigned to them.

(a) Approved/Approval means approved in writing.

(b) Construction plant means all equipment's, appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent work.

(c) Contract means the instruction and general rules and direction for tenderers, terms and conditions of contract, specification, drawings, tender (including the schedules of quantities and tender prices), the formal agreement and all addenda and attachments related to the above.

(d) Contractor means the particular person, firm or the Company with whom the contract has been made for executing the works.

(e) Contract value means the total tender amount indicated in the letter of acceptance of tender.

(f) Corporation means the Gujarat State Police Housing Corporation Ltd.

(g) Drawings means the drawings referred to in the specifications, any modification of such drawings approved in writing and such other drawings as may from time to time be furnished or approved in writing by the Executive Engineer.

(h) Employer/Owner means The Gujarat State Police Housing Corporation Limited.

(i) Engineer-in-charge means the Project Manager/Executive Engineer/Senior Officer of the G.S.P.H.C. LTD concerned with the works or specified parts of the works under the contract or such other assistants or subordinates to whom the Executive Engineer may have delegated certain duties, acting separately within the scope of the particular duties entrusted to them.

(j) Superintending Engineer / Officer of the Corporation in overall charge of the work.

(k) Tendered Amount means the total tender amount indicated in the letter of acceptance of the tender.

(l) ISS means Indian Standard Specifications.

(m) Day means a day from midnight to midnight.

(n) Month means from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month.

(o) Week means seven consecutive days.

(p) Site means the lands and other places on, under in or through which, the works are to be executed or carried out and any other lands or places provided by the owner for the purpose of the contract together with such other places as may be specifically designated in the contract or subsequently approved as forming part of site.

(q) Temporary works means all temporary works of every kind required for the performance of the contract.

(r) The expression "work" or "works" where used in these conditions shall, unless, there be something in the subject or context repugnant to such construction be construed to mean the work, or the works contracted to be executed under or in or by virtue of contract, whether temporary or permanent and whether original, altered, substituted or additional.

1.2 (a) Singular and Plural.

Where the context so requires, words importing the singular only also include the plural and vice-versa.

1.2 (b) Headings and Marginal notes to conditions :

Heading and Marginal Notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

1.2 (c) Wherever the term "specification" is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular work as per the instructions to the contractor in executing that item of work.

1.3 Errors, Omissions and Discrepancies :

The several documents forming the contract are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all; they are intended to be mutually explanatory and complementary and to describe and identify 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:

(i) Between the written description of the item in the Schedule of items and rates of work to be carried out or written dimensions on the drawing and the corresponding one in the specifications, the later shall apply;

(ii) Between the written description of the item in the Schedule of items and rates of work to be carried out and the detailed description in the specifications of the same item, the later shall be adopted.

(iii) Figured dimensions shall superseded sea led dimensions. The drawings on a larger scale shall take precedence over those on smaller scale; and

(iv) Drawings issued as construction drawings from time to time shall supersede the corresponding drawings previously issued.

In the case of defective description or ambiguity, the Executive Engineer 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 Executive Engineer shall be entitled to make corrections and interpretations as necessary to fulfil the plans and specifications.

Clause 2.0 Security Deposit (Submission & refund)

(A) Submission of Security Deposit

The person/persons whose tender is accepted (hereinafter called the "Contractor" which expression shall, unless excluded by, or repugnant to the context include his Legal heirs, executors, administrators and assignees) shall deposit within a period of fifteen days from the date of receipt of letter of acceptance of his tender, 50% (fifty percent) of the total security deposit in the form of FDR Bank Guarantee in favour of Gujarat State Police Housing Corporation Ltd., Gandhinagar & FDR Bank Guarantee must be of more than 6 months standing of stipulated date of completion. The FDR Bank Guarantee to be deposited in favor of Gujarat State Police Housing Corporation Ltd., Gandhinagar referred to above towards the security deposit MUST be of ANY of the Banks mentioned below.

ICICI Bank	Indian Bank
IOBI Bank	Indian Overseas Bank
Bank Of Baroda	State Bank Of India
Bank Of India	Punjab & Sind Bank
Bank Of Maharashtra	Punjab National Bank
Canara Bank	HDFC Bank
Central Bank Of India	UCO Bank
AXIS Bank	Union Bank Of India

And also of the banks as notified by Finance department of government of Gujarat from time to time.

The Corporation shall be deemed to have been authorized to deduct the balance Fifty percent of the security deposit as specified in the tender form from the amounts that become payable to the contractor for the work done under the contract from time to time. Such deduction shall be made @ ten percentage (10%) of the amount payable under R.A./ Final bill.

The Contracting agency at its discretion, at any time may submit FOR favouring Corporation (any of the above mentioned banks) of the amount equivalent to security deposit so deducted and in such case, amount deducted from R.A / Final Bill will be refunded. Such FOR /bank guarantee/deducted from R.A bills shall be held by Gujarat State Police Housing Corporation Ltd. Gandhinagar as security deposit.

The term of FOR submitted by the contracting agency should be up to the period of the Defect Liability Period as per tender condition of the contract for which the FOR is being submitted.

If at any time during the contract period, the contracting agency submits FOR equivalent to the balance amount or part thereof of security deposit liable to be deducted in future, then no security deposit shall be deducted from the payments made to the agency from R.A/Final bill thereafter to the tune.

The Corporation may, however, at its discretion deny the acceptance of FDR in lieu of security deposit deducted from R.A/Final Bill. The decision of the Corporation in this regard shall be final and binding upon the contracting agency.

All compensation, liquidated damages or other sums or money payable by the contractor to Corporation under the terms of this contract shall be deducted from or recouped by the realization of a sufficient part of his security deposit, or from the interest arising there from or from any sums which may due or may become due by Corporation to the Contractor on any account whatsoever in respect of this contract, or 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 fifteen days thereafter, make good in cash as aforesaid any sum or sums required to make good the shortfall in the amount of the security deposit. If the full amount of the security deposit to be paid in cash within the period specified above, is not paid, the tender / contract already accepted shall be considered as cancelled and available security deposit shall be forfeited and the tenderer / contractor may be debarred from tendering for future works

If on preparation of final bill, it is noticed that final cost of work varies i.e. (by way of excess or savings) in relation to contract price, the amount of security deposit will be adjusted with reference to the final cost of the work at the time of payment of final bill.

B1. Refund of Security deposit

From total 10 % of security deposit, First 50 % of security deposit (deposited in the form of FDR / Bank Guarantee received at the time of contract), will be released after one month of final bill payment

- On submission of satisfactory completion report and recommendation for release of security deposit from Executive Engineer

AND

- Compliance of all statutory provisions including Clause No. 44.3 by the contracting agency with regard to GST provisions.

Balance 50% of Security Deposit (Deducted from R.A bill payments) will be released after completion of Defect Liability period as per Clause No. 26.2 on recommendation and submission of satisfactory completion certificate No defect and satisfactory maintenance certificate obtained from the beneficiary by the Executive Engineer in the prescribed form No.1.(Page No.:-61)

In case of annual Rate Contract, Security deposit of 5% will be released after one month from the payment of final bill payment of the last work under annual Rate Contract on submission of satisfactory completion report and recommendation of the release of Security deposit from the concerned Executive Engineer AND satisfactory compliance provision of all statutory provision including of GST as per Clause No. 44.3.

Remaining 5% security deposit will be released after completion of defect liability period (as per Clause No. 26.2) on submission of satisfactory completion reports/No defect and satisfactory maintenance certificate by Executive Engineer obtained from beneficiary and satisfactory maintenance in the prescribed format.

It may be clarified here that before release of final and balance security deposit, Within expiry of the defect liability period and maintenance period, the amount of expenses if any incurred by the corporation for the concerned project will be deducted from the aforesaid security deposit available with the corporation under this contract or other contracts.

Clause :3.0 Progress Schedule

(a) The contractor shall furnish within one month (unless extended by the Executive Engineer) of the order to start the work, the progress schedule in quadruplicate indicating the date of starting, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item, order and the manner in which it is proposed that these shall be executed. The schedule should be framed keeping requirement of the clause 56 of tender form in view and be such as in practice to respect in the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Executive Engineer. Further, the dates for the progress, as in this schedule shall be adhered to.

(b) In case it is found necessary, at any stage to alter the schedule, the contractor shall submit in good time a revised schedule incorporating necessary modification proposed and get the same approved from the Executive Engineer. No revised schedule shall be operative without such acceptance in writing. The Executive Engineer is further empowered to ask for more detailed schedule or schedules, say week by week, for any item or items and the contractor shall supply the same as and when asked for.

(c) The Executive Engineer shall have, at all times, the right, without in any way vitiating this contract or forming grounds for any claim, to alter the order of the work or any part thereof and the contractor shall after receiving such direction, proceed in the order directed. The contractor shall also revise the progress schedules accordingly and submit four copies of the revised schedule to the Executive Engineer within seven days of the said Engineer's direction to alter the order of works.

(d) The contractor shall furnish sufficient plant, equipment and labour and shall work for such hours and shifts as may be necessary to maintain the progress of the work as per approved progress-schedule. The working and shift hours shall comply with all the Government regulations in force and shall be such, as may be approved by the Executive Engineer and the same will not be varied without the prior approval of Executive Engineer.

(e) The contractor shall from time to time, as may be required by the Executive Engineer, furnish the Executive Engineer with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Executive Engineer may, if he considers necessary at any time advise alternation in the same, which the contractor shall adopt on notice thereof.

(f) The progress-schedule(s) shall be in the form of progress chart, forms, statements and/or reports as may be approved by the Executive Engineer.

The contractor shall submit four copies showing the progress of the work in the form of a chart etc., at periodical intervals as may be specified by Executive Engineer.

(g) The approval of the progress schedules by the Executive Engineer shall not relieve the contractor of any of his duties and responsibilities under the contract. The adoption of any modification in the schedule required by the Executive Engineer shall not entitle the contractor to any extra payment.

Clause 4.0 Setting out

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

Clause 5.0 Employment of a qualified site Engineer by the Contractor.

નિગમના તમામ કામોમાં એજન્સી દ્વારા નીચે દર્શાવેલ ટેબલ મુજબ ઈજનેરની નિમણૂક તેઓના જ કામની દેખરેખ માટે કરવાની રહેશે અન્યથા દર્શાવેલ જોગવાઈ મુજબના નાણાની કપાત સદર શરતના ઉલ્લંઘન પેટે એજન્સીના બિલના ચુકવણામાંથી કરવામાં આવશે. રૂપિયા પચાસ લાખની રકમ સુધીના ખાસ મરામતના કામો માટે નીચે મુજબના ઈજનેર રાખવામાંથી ઈજારદારશ્રીને મુક્તી આપવામાં આવે છે.

ક્રમ	પ્રોજેક્ટની કિંમત	લઘુત્તમ જરૂરી ઈજનેર			કપાત કરવાપાત્ર રકમ
		લાયકાત	સંખ્યા	અનુભવ	
૧.	૧ કરોડ સુધી	બી.ઈ. સિવિલ અથવા ડિપ્લોમા સિવિલ	૧ ૧	બે વર્ષ પાંચ વર્ષ	પ્રોજેક્ટની કુલ રકમના ૨% લેખે પ્રોજેક્ટની સમયમર્યાદા અનુસાર (પ્રોજેક્ટ પૂર્ણ થયે પ્રોજેક્ટની આખરી પડતર કિંમત તથા પ્રોજેક્ટના કુલ સમયગાળા અનુસાર કપાતની રકમ આખરી કરવાની રહેશે)
૨.	૧ થી ૫ કરોડ સુધી	બી.ઈ. સિવિલ અથવા ડિપ્લોમા સિવિલ	૧ ૧	ત્રણ વર્ષ આઠ વર્ષ	
૩.	૫ થી ૧૫ કરોડ સુધી	બી.ઈ. સિવિલ અથવા ડિપ્લોમા સિવિલ	૨ ૨	પાંચ વર્ષ દસ વર્ષ	
૪.	૧૫ કરોડથી ઉપર અને ૪૦ કરોડ સુધી	બી.ઈ. સિવિલ	૧	પાંચ વર્ષ	
		બી.ઈ. સિવિલ અથવા ડિપ્લોમા સિવિલ	૩ ૩	પાંચ વર્ષ બાર વર્ષ	
૫.	૪૦ કરોડ થી વધારે અને વધારાની પ્રત્યેક ૨૫ કરોડની રકમ મુજબ	૪૦ કરોડથી વધારે રકમ અને પ્રત્યેક વધારાની ૨૫ કરોડની રકમ માટે ઉપરોક્ત અનુક્રમ નં. (૪) મુજબની સંખ્યા ઉપરાંત એક બી.ઈ. સિવિલ પાંચ વર્ષનો અનુભવ ધરાવતા અથવા એક ડિપ્લોમા સિવિલ બાર વર્ષનો અનુભવ ધરાવતા ઈજનેર વધારવાના રહેશે.			

Clause 6.0 Materials :

6.1.1 All materials, articles and workmanship shall be of the acceptable quality for the work. The unit rates quoted shall be deemed to have included procurement, transport, handling, storage etc. The contractor shall construct a shed for storing controlled and valuable materials at work site having double locking arrangement. These and other materials on which secured advance is obtained shall be taken for use in the presence of Executive Engineer's representative. No materials will be removed from the site of the work.

6.1.2. The contractor shall without extra cost provide sample for the testing of materials and facilitate inspection of the work. The Executive Engineer shall have access at all times to the places or storage and to the places where materials are being manufactured or processed for use in the works under the contract to determine whether their manufacture and process are proceeding in accordance with the drawings and specifications.

6.1.3 Cement Register :

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

Clause 7.0 Testing Materials

(a) All materials before being utilized for works shall be inspected and tested, wherever necessary, by the Executive Engineer or his representative. The nature and number of testing will be done, as per frequency and acceptance criteria for building materials used for construction as shown in "General Technical Specifications for Building" booklet enclosed. However the Executive Engineer shall have powers to modify frequency of tests. In addition shall be the day to day and periodical tests to be carried out on materials, mixes and placed concrete, mortar etc. to be done on site shall be specified by the Executive Engineer from time to time and the contractor shall provide all facilities towards collections of samples etc. Over and above testing for other construction materials shall be got tested prior to execution of work as decided by Engineer Incharge. Unless otherwise specified, labourers for collecting samples and the packing of the samples shall be provided free of cost by the contractors. The materials shall be tested in GER laboratory or at any other place/laboratory as directed by the Executive Engineer and the results given by such authorities shall be considered as final. It shall then be the contractor's responsibility to provide material s confirming to the approved samples to the standards as determined by the laboratory tests.

(b) Consolidated record of results of tests will be maintained in the prescribed Quality Control Register to be maintained jointly by the contractor and the Executive Engineer on the site of work.

(c) Testing charges for quality tests of materials and workmanship will be recovered from running and final bill of the contractor at the rate of one percent of the value of work done.

(d) The contractor shall supply all materials required for testing free of cost.

(e) The contractor shall make suitable arrangements to see that one of his representative remains present at the time of taking samples and shall authenticate the facts, if so required. Should the contractor fail to keep his representative present at site at the time of taking samples or fail to provide required labourers and of her equipments to collect the samples, it shall be taken by the Executive Engineer and the samples selected shall be considered as authentic.

The cost incurred by the Executive Engineer when the contractor fails to provide required men and materials for collecting samples shall be recovered from the contractor.

(f) For cement concrete items, in addition to the cube tests while items are executed, the quality of concrete set may be tested at any time during Defect Liability period by non-destructive tests, if any complains received from the concerned Police Officers about the inferior quality of concrete work, then, and if so desired by the Executive Engineer subject to review of the decision by Managing Director of the Corporation even after such items are executed, accepted and paid. Depending upon non-destructive test result, testing charges for this test will be borne by the contractor only if the result is negative. Further, if the result is negative i.e. concrete is found sub-standard, the contractor shall remove the concrete and execute a fresh concrete of the specified standard without extra payment.

8. Workmanship :

8.1 The contractor shall execute the whole and every part of the work in workman-like manner and both as regard materials and in other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the design, drawings and instructions in writing for the work signed by the Executive Engineer. The design and the drawings shall be lodged in the office of the Executive Engineer 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 instructions. However if the contractor fails to sign the Work Order Book for any reasons whatsoever, the entry of the instructions in the Work Order Book shall be deemed to be the due notice to him of the said instruction. The Work Order Book shall be open for inspection to the contractor on the site of the work during officer hours.

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

Clause 9.0 Machinery and Equipment :

The contractor shall give a list of machineries and equipment immediately available with him for use on the work in Annexure 3 and which they propose to procure for the work in Annexure-4.

Clause 10.0 Inspection and Approval :

All works shall be subject to examination and approval by the Executive Engineer at each stage thereof and the contractor shall give due notice to the Executive Engineer or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extent thereof in the manner he deems fit.

No work shall be covered up or put out of view without approval of the Executive Engineer or his authorized representative without giving an opportunity for examination of foundation before permanent work is placed thereon. The contractor shall give due notice to the Executive Engineer or his representative without unreasonable delay, unless the Executive Engineer considers it unnecessary and advises the contractor accordingly, to attend for the purpose of examining and measuring such work or for examining such foundations. In the event of the failure of the contractor to give such notice, he shall, if required by the Executive Engineer uncover such work at the Contractor's expense.

Corporation Officers concerned with the contract and Vigilance Officers shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

Clause 11.0 Duties and Powers of Executive Engineer's Representatives.

The duties of the Representative of the Executive Engineer, are to watch and supervise the works and to test, examine any materials to be used or workmanship employed in connection with the works. They shall have no authority to order any work involving any extra payment by the employer nor to make any variation in the works.

Failure of the representative of the Executive Engineer to disapprove any work or materials shall not prejudice the power of the Executive Engineer thereafter to disapprove such work/materials and to order the pulling down, removal or breaking thereof, if he considers such work sub-standard.

If the contractor shall be dis-satisfied with any decision of the representative of the Executive Engineer, he shall be entitled to refer the matter to the Executive Engineer who thereupon confirm, reverse or vary such decision.

Clause 12.0 Removal of Workmen

The contractor shall employ in and about the execution of works only such persons as are skilled and experienced in their several trades and the Executive Engineer shall be at liberty to object to and require the contractor to remove from the works any person employed by the contractor in or about the execution of the works who in the opinion of the Executive Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties concerning execution of work and such person shall not be again employed upon the works without permission of the Executive Engineer.

Clause 13.0 Entering upon or Commencing any portion of work.

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

Clause 14.0 Access to site and work on site

The Engineer may, if he considers fit from time to time, enter upon any land(s) which may be in possession of the contractor of this contract for the purpose of executing any work not included in this contract and may execute such works not included in this contract by agents or by other contractors, at his option and the contractor shall, in accordance with the requirements of the Executive Engineer, afford all reasonable facilities for execution of the work including occupation of lands or structure or otherwise to any other contractor employed by the Corporation and his workmen or for the workmen of the Corporation who may be employed in the execution on or near the site of the work not included in the contract or of any contract in connection with or ancillary to the work and in default, the contractor shall be liable to the Corporation for any delay or expense incurred by reason of such default. Provided always that if the exercise of these powers shall cause any damage to the Contractor, he may, within fifteen days of such damage arising, make a statement of the same to the Executive Engineer who shall from time to time, assess the value in his judgment of such damage and the Corporation shall from time to time pay to the contractor the amounts (if any) accepted as justified by the Executive Engineer :

Clause 15.0 Lumpsum in Estimates

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

Clause 16.0 Action where no specifications

In the case of work for which there is no such specification, such work shall be carried out in accordance with the R & B Divisional Specification and in the event of there being no R & B Divisional Specifications, then, in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Executive Engineer.

Clause 17.0 Other Contractors

17.1 When two or more contractors are engaged on work in the same vicinity, they shall work together in a spirit of cooperation and accommodation. The contractor shall not take or cause to be taken any steps or actions that may cause disruptions, discontent or disturbance to the works, labour and other arrangements of other contractors in the neighboring project localities. In the case of any difficulties amongst the contractors the Executive Engineer shall direct the manner in which each contractor shall conduct his works so far as it affects the others.

17.2 It is possible that work at, or in the vicinity of the site of work will be performed by the Corporation or by other contractors engaged in work for the Corporation during the contract period. Under such circumstances, the contractor shall without charge permit the Corporation and such other contractors and other workmen to use the access facilities including roads, lighting installation and any other facilities constructed or acquired by the contractor for use in the performance of the works till they are required to be maintained for the purpose of this work.

Clause 18.0 Maintaining Public Traffic

18.1 Where public traffic is required to cross over or pass through the work, construction operation shall be so conducted as to provide a reasonably smooth, even dustless and unobstructed passage for traffic at all times. Water shall be sprinkled as directed for the abatement of dust in connection with maintaining public traffic. The contractor shall construct temporary connections of sufficient width for traffic between the existing road way and new construction where necessary. At any and all points along with the work where the nature of the construction operations in progress and the equipment and machinery in use are of such character as to endanger passing traffic, the contractor shall provide such personnel and set up arrangements as may be necessary to safeguard against accidents and avoid damage or injury to passing traffic.

Clause 19.0 Ecological balance

19.1 The contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The contractor shall so conduct his construction operations as to prevent any unnecessary destructions, scarring or defacing of the natural surrounding in the vicinity of the work. In respect of ecological balance, contractor shall observe the following instructions :

(a) Where unnecessary destruction, scarring damage or defacing may occur as a result of the operations, the same shall be repaired, replanted or otherwise corrected at, the contractors expenses. The contractor shall adopt precautions, when using explosives which will prevent scattering of rocks or other debris outside the work area. All work areas shall be smoothened and graded in a manner to confirm to the natural appearances of the landscape as directed by the Executive Engineer.

(b) All trees and shrubbery which are not specifically required to be cleared or removed for construction purpose shall be preserved and shall be protected from any damage that may be caused by the contractor's construction operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Executive Engineer. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavation, dumping, chemical damage or other operation and the contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Executive Engineer. Trees shall not be used for anchorages. The contractor

shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation, brushing, scarring, tearing and breaking of roots, trunk or branches. All injured trees and shrub shall be restored as nearly as practicable without delay to their original condition at the contractor's expenses.

(c) The contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastes into river. Such pollutants and wastes include earth and earth products, garbage, cement concrete, sewage effluent, industrial wastes, radio-active substances, mercury, oil and other petroleum products, aggregate process tailing products, minerals and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Executive Engineer.

(d) In the conduct of construction activities and operation of equipments, the contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air pollution.

(e) Excessive emission of dust into the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregate and the contractor shall use such methods and equipment as are necessary for collection and disposal or prevention of dust during these operations. The contractor's method of storing and handling cement shall also include means of eliminating atmospheric discharge of dust. Equipment and vehicles that give objectionable emission of exhaust gases shall not be operated. Disposal of materials resulting from clearing of trees, brush combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favorable.

19.2 Separate payment will not be made for complying with provisions of this Clause and all cost shall be deemed to have been included in costs of items in Memorandum of items and rates of work to be executed.

Clause 20.0 Local Roads and Haul Roads

20.1 The existing public roads near the site of work are shown on the drawing. The contractor may construct and maintain additional roads as required at his own expense.

20.2 The contractor's heavy construction traffic of tracked equipments shall not travel on any public roads or bridges unless the contractor has made arrangements with the authority concerned and approval of the Executive Engineer to such arrangements has been obtained.

20.3 The contractor shall plan transportation of construction materials to work site in such a way that road accidents are avoided.

20.4 The contractor shall construct and maintain at his own cost all suitable temporary haul roads at the work site as may be found necessary by him for the execution of work. For construction of haul roads including those required for transport of construction materials and installation of plant and equipments, the contractor shall give a proposal for lands required by him. The employer will acquire additional lands, if required, for such purposes. The location of all such haul roads and any subsequent modifications thereto shall be got approved by the Executive Engineer.

20.5 During the period of the contract, the Employer and other contractors employed by the Employer may be engaged on other works in the vicinity of the works covered by this contract. The contractor shall allow the Executive Engineer and other contractors free and reasonable use of all temporary haul roads except vital haul roads upon which the contractor may impose restriction to prevent interruption to concrete hauling operations. Any such restrictions must be approved by the Executive Engineer.

20.6 Separate payment will not be made for the construction and maintenance of the temporary haul roads including any necessary special protections or strengthening required and all cost of such works shall be deemed to have been included in the rates of items of work.

Clause 21.0 Road crossings or works crossing

21.1 Where the work to be performed under this contract crosses or otherwise interferes with water, sewer, gas or oil pipelines, buried cable or other public utilities Electric, Telephone, W.S. Sewerage, the contractor shall, provide for such utilities and shall perform such construction operations during the progress of the work so that no damage will result to either public or private interests. Employer does not claim that the locations of utilities shown on the drawing are exact or exhaustive. It shall be responsibility of the contractor to determine the actual locations of and make provision for all utilities.

21.2 Before utility is taken out of service, permission shall be obtained from the owners. The contractor shall be liable for all damages that may result from failure to provide for utilities during the progress of the work and the contractor shall indemnify and hold harmless the Employer from claims of what-so-ever nature or kind arising out of or connected with damages to utilities encountered during construction, damages resulting from disruption of service and injury to persons or damages to property resulting from the negligent, accidental or intentional breaching of utilities.

21.3 Irrigation systems disturbed by the work shall be restored in the location and in as good a condition as originally found, except as otherwise approved. If construction of other contractors cause damages or damages occur during planting or growing season, temporary crossings must be implemented to provide uninterrupted service to the users.

21.4 If the contractor does not maintain the existing water source and utilities in such condition that no damage will result to either public or private interests, the Employer will cause the necessary repairs to be made and recover charges from the contractor for such work.

21.5 Except as otherwise provided below, the cost of all work described in this clause shall be included in rates of items of work.

21.6 Where construction of new structures or modification of existing structures are required to render the utilities inoperative beyond the period of the contract, the contractor shall notify the Executive Engineer so that arrangement can be made with the owners for the construction or modifications required. When it is determined that such works are to be performed by the contractor, and such item of work is not provided for in the Memorandum of items and rates of work to be executed, the contractor shall perform the necessary work on extra payment basis.

21.7 Where utilities are encountered but are not shown on the drawing or otherwise provided for in these specifications, all additional works required to be performed by the contractor as a result of encountering the watercourses or utilities shall be performed, on extra payment basis.

22.0 Old curiosity

In the event of discovery by the contractor or his employees, during the progress of work of any gold, silver, oil or other minerals of any description and precious stones, treasury, coins, antiquities, relic, fossils or other articles or value of interest whether geological, archaeological or any other branch of knowledge, such treasure and other things shall be deemed to be the absolute property of the Corporation and the contractor shall duly preserve the same to the satisfaction of the Executive Engineer, from time to time, and hand over the same to the persons as the Executive Engineer may appoint.

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

Clause 23.0 Observance of laws, Local regulation and attachments

The contractor shall confirm to all laws of the land and the regulations and bye laws of any local authority and of any water or electricity supply companies with whose system the structure is proposed to be connected. He shall before making any variations from the drawings or specifications that may be necessitated for so confirming, give to the Executive Engineer a written notice, specifying the variations proposed to be made and the reasons for making them and apply for instructions thereon. In case the contractor does not receive such instructions within seven days, he shall proceed with the work confirming to the provisions, regulations or bye-laws in question and variation in the drawings or specifications so necessitated shall be dealt with as per clause 51. The contractor shall give notices required by the said Acts, regulations or bye-laws and pay the required fees in connection therewith. He shall also ensure that no attachments are made against materials for works related to the contracts. The contractor shall protect and indemnify Employer against all claims or liabilities arising from or based on the violation of such laws, ordinances, regulations, bye-laws, decrees or attachments by him or by his employees.

Clause-24.0 Contract documents and matter to be treated as confidential.

All documents, correspondence, decisions and orders concerning the contract shall be considered as confidential and/or restricted in nature by the Contractor and he shall not divulge or allow access to them by any unauthorized person.

Clause 25.0 Work during night or on Sundays and holidays

Unless otherwise provided, none of the permanent works shall be carried out during night, Sundays or authorized holidays without permission in writing, However when work is unavoidable or necessary for the safety of life, property or works, the contractor shall take necessary action immediately and advise the Executive Engineer accordingly.

Clause 26.0 Action and compensation in case of bad work / and defect liability period.

26.1 If at any time before the expiry of Defects Liability period as detailed in Clause hereafter in clause 26.3 it shall appear to the Executive Engineer or his sub-ordinate in charge of the work that any work has been executed unsound, imperfect or unskilled workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Executive Engineer to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been 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 Executive Engineer in the written intimation aforesaid, the contractor shall be liable to pay Liquidated Damages 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. The management of the Corporation should consider that any such inferior worker 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.

26.2 Defect Liability Period.

- (i) The Defects Liability period For original Building Work shall be earlier of (a) & (b) stated Below:-
- a. Three years from the date of possession of building taken over by user agency OR elapse of three full monsoon periods following date of possession of building taken over by user agency, whichever is later.
- OR
- b. Four years from the Certified Date of completion or elapse of four full monsoon periods following the certified date of completion, whichever is later.
- (ii) The Defects Liability period shall be as under for repairing/renovation works:
- D For repairing /renovation work costing Rs. 50,000 or less, three months following the certified date of completion.
 - D For repairing /renovation work costing more than Rs. 50,000 and up to Rs. 100 Lacs, One year OR elapse of one full monsoon period following the certified date of completion, whichever is later.
 - D For repairing /renovation work costing more than Rs. 100 Lacs or more, three years OR elapse of three full monsoon periods following the certified date of completion, whichever is later.

For the purpose of this clause, full monsoon period shall be from 1st-June to 30th- September.

26.3 Contractor's Liability for damage during defect liability period.

If the contractor or his workmen, or servant shall break, deface any part of the work in question in/on which they may be working or any building, road fence, enclosure or grassland, cultivated ground contiguous to the premises on which the work or any part thereof is being executed or if any damage shall occur to the work from any cause whatever before completion of the work or before the completion of the defect liability period whichever is later or damage occurred/caused due to normal flood or rain or if any imperfection becomes apparent in it within defect liability period, or otherwise by the executive engineer, the contractor shall make good the same at his own expenses or in default, the executive engineer may cause the same to be made good by the other contractor and deduct the expenses (of which the certificate of the executive engineer 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 portions thereof.

26.4 Liability of contractor during defect liability period shall be with respect to removing / rectification of any defect or lacuna found in quality or workmanship or standard of manufactured item or in required specification of tender.

It is clarified that the defect liability does not include running expenses of water pumps, electrical motors or replacement of consumable articles for rendering utility services like electrical lamps, tube rode and bell.

The Complaint Book will be maintained in the specified quarter/office and the occupants/tenants will lodge their complaints in this book about necessity for above maintenance. The contractor will attend to such demand within fifteen days from the date of complain in the complaint Book. If the contractor does not attend to maintenance as above, the authorized representative of the Corporation will give registered Notice to attend the same within fifteen days from the date of notice. If the Contractor still fail to attend to maintenance, the maintenance work will be carried out from the amount of security Deposit retained for this

purpose. The last instalment of security deposit (remaining five percent) will be released only on production of the certificate of Executive Engineer and from the concerned police/ jail authority about no defect and satisfactory maintenance of buildings as required under this clause.

26.5 Penalty For Leakage:-

"Lump sum amount of Rs. 15,000/- (Rupees Fifteen Thousand Only) shall be recovered/deducted for every leakage occurred in the building as penalty, whereas for leakage in the terrace, the amount of penalty shall be worked out at Rs. 175/-(Rupees one hundred and seventy five Only) per sq. meter for the terrace area of that building shall be recovered from the remaining final security deposit available with the corporation. Such penalty/recovery will be over and above the rectification/ compliance of such leakage by the agency towards partial damage to the building affecting its life and inconvenience caused to the beneficiary for such leakage"

Clause 27.0 Indemnity

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

Clause 28.0 Liability of contractor for any damages done in or outside work area.

Compensation for all damages done intentionally or unintentionally by Contractor's labourers whether in or beyond limits of Corporation property including any damage caused by the spreading of fire shall be estimated by the Executive Engineer, which subject to review of the decision by the Dy. General Manager (technical)/Superintending Engineer, on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damages in the manner prescribed in clause 2 or deducted by the Engineer-in-charge from any sums that may be due or become due from Corporation to the contractor under this contract or otherwise.

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

28.1 INSURANCE OF WORKS:-

The contractor shall be responsible to arrange for insurance of the works for the full replacement cost of any loss of or damage to the Building or any part of it and to any other structure or its part as stated in the tender document arising out of accident, bad foundations, earthquake, tempest, flood, fire, theft, riot or any other causes whatsoever, from the commencement of the works until the time the possession of the building is taken over or given to the beneficiary/end user. The contractor shall have to produce a copy of the insurance policy to the Executive Engineer along with the 1st RA Bill and subsequently provide a copy of insurance policy when the same is renewed, failing which payment of bill shall not be made. The contractor shall have to reconstruct the building or structure or any part of it which has been damaged as above at his own cost.

Clause 29.0 Rescinding of contract in case of subletting or contractor becoming insolvent, Change in the constitution of firm to be notified :

29.1 The contract shall not assigned or sublet without the written approval of the Corporation and if the contractor shall assign or sublet the contract or attempt to do so in any apparent or camouflaged way or become insolvent or commence any proceeding to get himself adjudicated an insolvent or make any compromisation with his creditors, or attempt to do so, the Corporation may, by notice in writing rescind the contract and decision of the Corporation in this regard shall be final and binding to the contractor. Also if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, proposed or offered by the contractor, or any of his servants or agents to any public officer or person in the employment of Corporation in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in contract, the Corporation may thereupon by a notice in writing rescind the contract. In the event of contract being rescinded, the Security Deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Corporation and the same consequence shall ensure as if the contract had been rescinded under Clause 57 hereof and in addition the contractor shall not be entitled to recover or be paid for any work thereafter actually performed under the contract.

29.2 In the case of a tender by partnership firm or a limited company, any change in its constitution shall be forthwith notified by the Contractor to Executive Engineer for his information.

Clause 30 Claim for compensation for delay in making available land

No compensation shall be allowed for any delay caused in execution of the work on account of delay in making available the full site of land at a time. No compensation shall also be allowed on account of work being hindered or delayed because of any utility services like water, sewer, gas or oil pipe lines, electricity or telephone lines buried or overheads or other public utilities existing at the site of work or because of time required to remove or realign them.

Clause 31 Claim for compensation for delay in the execution of work.

No compensation shall be allowed for any delay in execution of the work on account of water standing in low lying area of the site as well as delay in shifting utilities by the authority. The rates are inclusive of hard or cracked soil, excavation in mud, sub soil water in excavation trenches and no claim for an extra shall be entertained unless otherwise expressly specified.

LABOUR SECTION

Clause 32.0 Safety Provisions

32.1.1 The contractor in his operations shall arrange for the safety measures as required inclusive of the provisions in the Safety Manual published by the Central Water and Power Commissions, New Delhi (January 1962 edition). In case the contractor fails to make such arrangements the Executive Engineer shall be entitled to cause them to be provided and to recover the costs thereof from the contractor.

32.1.2 For failure to comply with the provisions of the Safety Manual the contractor shall without prejudice to any other liabilities, pay to the Employer a sum not exceeding one thousand per day for each day of default, subject to a maximum of one percent of tendered amount.

32.2. The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such
