

FORM B-1

**GUJARAT STATE ROADS & BUILDING DEPARTMENT /
WATER RESOURCES DEPARTMENT**

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

Name of work :-

Tender For Development of Parking at The
Hotel Leela Gandhinagar.

Division –

Gandhinagar Railway and Urban Development Corporation Ltd (GARUD)

Issued To –

OPENED BY

ON DATE

Jt. Managing Director
GARUD

Jt. Managing Director
GARUD

MEMORANDUM OF WORKS IN BRIEF

- (1) Name of work – ... Tender For Development of Parking at The Hotel Leela Gandhinagar
.....
- (2) Estimated Cost – **Rs. 2,61,39,631.52**
.....
- (3) Earnest Money – **Rs. 2,61,396.31**
.....
- (4) Validity period of tender offered ... **90** days from the stipulated date of on line submission of the tender.
.....
- (5) **Security Deposit-** 5%
- (i) In the form of small saving or Narmada Bonds (of minimum one year time limit) 2.5% **Rs. 6,53,490.79**
- (ii) To deducted from bills 2.5% **Rs. 6,53,490.79**
- (iii) Performance bond of Schedule Bank 5% **Rs. 13,06,981.57**
- Total 10% Rs.
- (6) Time allowed for completion of the work from the date of written order to commence **75 (Seventy Five) Days**
- (7) Other details –
- (i) Date on or before which the tender must reach the office **Dt. 11/04/2022 Time 15.00**
- (i) Pre-bid Meeting Time, Date & Place **Dt. 05/04/2022 Time 12.00, Mahatma Mandir, Gandhinagar**
- (iii) Mode of sending the tender (a) In sealed cover by Registered post only
(b) Tenders sent by ordinary post will be Outright rejected.
- (iv) Description essential to be made on sealed cover. (a) Name of work (S) - As Above
(b) Last date of Receiving the tender
- (v) Mode of Quoting rate in Schedule 'B' In figures as well as in words.
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**Page 5 & 6 are for E-tendering of B-1 Tender Forms Only
DATA SHEET FOR B-1 Tendering**

(A) DETAILS OF TENDER ITEM:

Sr. No.	Name of Work	Estimated Tender Value (Rs. in Lacs)	EMD (Rs. in Lacs)	Tender Fee In Rs.	Total Security Deposit	Period of Completion of Work
1	2	3	4	5	6	7
1.	Tender For Development of Parking at The Hotel Leela Gandhinagar	Rs.261	Rs.2.61	Rs. 3,600	Rs.13,06,981	75 (Forty Five) Days

(B) Eligibility : As per Annexure of Pre-qualification documents

(C) Schedule for e-tendering if fixed as under:

- (i) Site Visit (If any) **On Date.** ___/___/___ to ___/___/___ hrs
Venue :
- (ii) Downloading of tender documents **From Dt.** - 01/04/2022
Start & End Date **Upto Dt.** - 11/04/2022 Till **15:00 Hrs.**
- (iii) Online submission of Bid **Upto Dt.** - 11/04/2022 Till **15:00 Hrs.**
- (iv) Submission of EMD. Tender fee and other Documents in physical form during office hours of Bid Opening Authority. Submission of EMD, Tender Fee & Other Documents during Office Hours: On within seven days i.e., up to **11/04/2022** by R.P.A.D. only.
- (v) Opening of tender **On Dt.** **11/04/2022 & 15:10 Hrs.**
Venue :
1st Floor, Block No. 15, Udyog Bhavan, Sector-11, Gandhinagar, Gujarat 382017
- (vi) Bid Validity Period **90** days from the end date of downloading Bids.
- Bidders can download the tender document free of Cost from the website www.rnb.nprocure.com.
 - Bidders have to submit in Electronic Format only on above mentioned website till the Date & Time shown above.
 - Offers in Physical form will not be acceptable 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 or can contact (n) Code Solutions – a division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India.

(D) (i) Bid Inviting Authority

**Jt. Managing Director
Gandhinagar Railway and Urban Development Corporation Ltd (GARUD), Gandhinagar.**

(ii) Bid Opening Authority

**Jt. Managing Director
Gandhinagar Railway and Urban Development Corporation Ltd (GARUD), Gandhinagar.**

(E) Mode of Quoting Rates

Percentage premium or rebate in words and figures at the end of Schedule-B.

The List of Certifying agencies are as mentioned under :

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

As a result of E-Tendering the information / instructions on Page No. 5 to 13 following may be read as mentioned below:

Page-5 : Para 5 is deleted and Para 4, 9 and 12 on these pages are substituted as under:

NOTICE INVITING TENDERS

4. Bid document can be downloaded & submitted in Electronic format on online web site www.rnb.procure.com, www.rub.nprocure.com from **01/04/2022 – 11/04/2022 up to 15.00 hours.**
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.
12. The Offered bids will be opened at **15:10 hours on 11/04/2022** in the presence of bidders who may choose to remain present in the Office of the Bid Opening Authority Specified in Bid documents.

2.1(I) The Bids shall be offered in Electronic format only on online website www.rnb.procure.com, www.rnb.nprocure.com till the date and time shown on Page 2 supra.

- (ii) **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 through R.P.A.D. so as to reach to Jt. Managing Director, Gandhinagar Railway and Urban Development Corporation Ltd (GARUD), Gandhinagar within 7 days from the last date of uploading. Penaltative action for not submitting D.D. in original to Authority by bidder shall be initiated D.D. for Exemption certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online. Any document in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc.) & hard copy will not be accepted separately." (R&B Circular No. 5ZRv!_Z_(v5v;4 dated 18-1-2008)

Page-9 Instruction 8 : words "digitally" be added between "be" and "initialed".

Instruction 9, 10, 10A and !ZS are deleted.

Instruction 11: is renumbered as 9 and substituted as under:- "9" In addition to the above, the bid will also be liable to be rejected if :-

- (i) The bidder proposes any alteration in the work specified or in the time allowed for carrying the work or any condition or correction made in any code or more of Schedule-B or Specification.
- (ii) The bidder or the person authorized to sign on behalf of the bidder does not digitally sign the bid offer.

Page-9 The writing in lower part of this page beginning with "OR" is deleted and Rule 2 and 4 are modified as under "2". The bidder or the person authorized to sign digitally on behalf of the Bidder shall sign the bid document. The copy of legal status of bidder (Partnership Deed or Articles of Association of the Company) along with authorized to sign digitally on behalf of the bidder will be furnished along with other documents to be dispatched physical.

Page-11 The writing in lower part of this page beginning with "OR" is deleted and Rules 2 and 4 are modified as under"2". The bidder or the person authorized to sign digitally on behalf of the bidder shall sign the bid document. The copy of legal status of bidder (Partnership Deed or Articles of Association of the Company) along with authority to sign digitally on behalf of the Bidder will be furnished along with other documents to be dispatched physically.

Page-12 Instruction NO. 11 is deleted.

Page-13 Instruction No. 17 is substituted as under.

The tender for the work shall remain open for a period of 90 days counted from the last date of submission of bid.

NOTICE INVITING TENDERS

1. Tenders are invited on behalf of Gandhinagar Railway and Urban Development Corporation Ltd (GARUD), Gandhinagar for work as per page number one of this Booklet. The work is estimated to cost of **Rs.2,61,39,631.52** This estimate however, is given as a rough guide.
2. The works are required to be completed within 75 (**Seventy-Five**) Days 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 **as per eligibility criteria** 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. Applications for issue of tender documents shall be submitted to Jt. Managing Director, Gandhinagar Railway and Urban Development Corporation Ltd (GARUD) so as to reach his office not later than 10/04/2022.
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 issued / sold on (date) to..... (Date) up to 4 p. m. on payment of **Rs.**
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 6 above. (a) **Jt. Managing Director, Gandhinagar Railway and Urban Development Corporation Ltd (GARUD) or its representative.**
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. A tenderer should quote in figures as well as in words the rate(s) tendered. The amount for each item should be worked out and the requisite total given. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only and in such a-way that interpolation is not possible. The total amount shall be written both in figures and In words. In case of figures the words Rs. should be written before the figure of rupees and the words 'paise' after the decimal figure e.g. Rs. 2.15 p. and in case of words the words 'Rupees' should proceed and the words 'paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only', it should invariably be up to two places of decimal.
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. Tender shall be received by **Jt. Managing Director, Gandhinagar Railway and Urban Development Corporation Ltd (GARUD)** up to Office Hours up to the **11/04/2022** (date) and shall be opened at **15:10** hours on **11/04/2022** in the presence of tenderers who may be present as per the rule of 4 "General Rules and Directions for the Guidance of Contractors" Printed in this form."
13. In the case of contractors who have not furnished standing security, the tender shall be accompanied by earnest money, (unless exempted from depositing it) of **Rs. _____** Treasury Challan / Deposit at call Receipt, issued in favour of **Jt. Managing Director, Gandhinagar Railway and Urban Development Corporation Ltd (GARUD)** by a scheduled or nationalized bank or Narmada / Shrinidhi F.D.Rs. the amount being credited to **Jt. Managing Director, Gandhinagar Railway and Urban Development Corporation Ltd (GARUD)**. A "contractor exempted from depositing earnest money/security in individual case(s) shall attach with the tender an attested copy of the letter exempting him from depositing earnest money/ security and shall produce the original when "called upon to do so.
14. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice and tender documents", failing which the tender will be liable to be rejected.
15. 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.
16. This notice of tender shall form part of the contract documents.

For and on behalf of Gandhinagar Railway and Urban Development Corporation Ltd (GARUD)

Date :

Signature.....

Designation.....

FORM B-1

PERCENTAGE TENDER AND CONTRACT FOR WORKS

ADDITIONAL INSTUCTIONS TO PERSONS TENDERING:

1. **Competency of Tenderer** - No contract will be awarded except to responsible bidders capable of performing the class of work contemplated. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within the time stipulated. Contractor may be required to furnish the department with the statement as to their experience and their financial status.
2. Tenderer will be deemed to have inspected the site and to have satisfied as to the nature of all works, all existing roads, water-way and other means of communication and access to and from the site and work and the building that may be required for temporary purpose in connection with the construction, completion and maintenance of the works and must make his own enquiries as to work, yard sites and depot, and clumps and as to acquisition of such additional and areas as may be necessary for temporary purpose for constructing, completing and maintaining the works.
- 2.1. The tenders shall be received only under "Registered Post" No other system, namely receiving of tenders by Hand Delivery 'or' by Express Delivery 'or' in person, should be adopted under any circumstances. (Vide (319 No. TNC – 1872 106) - C, dated 12-2-74).
 - (i) : Late tenders (i. e. tender received after the specified time of opening), delayed tenders (i.e. tenders received before the time of opening but after, due date and time of receipt of tenders) and post tenders offers shall not be opened and considered at all.
 - (ii) The tenders received (by registered post) after time & the date specified in the tender notice shall not be received by the concerned office from the postmen, for which, date and time may be recorded on the cover of the tender as to when tender was refused by the Divisional Accountant or the Divisional head or any other person In-charge.
 - (iii) Necessary records should be maintained for refusal of such tenders in the registers for receiving tenders and should be initialed by the concerned Executive Engineer.
3. **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 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 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.
4. **Tender Forms** - Every 'blank' in the form of the tender and in the schedule must be filled up by the tenderer and must return the document sent herewith.
5. **Erasures** - Persons tendering are informed that no erasures or alterations by them in the text of the document sent herewith will be allowed and any such erasures or alterations will be disregarded. If there is any error in his writing, no overwriting should be done, the wrong word or a figure should be struck out and the correct one written above or near it in unambiguous way. Each correction should be initialed.

Contractors to please read this Carefully:

1. The percentage in Schedule 'B' must be given in words and figures. Amount thus worked out must also be entered in column and grand total of amount must be struck out by the tenderer.
2. If the tender is taken in favour of the company, a power of attorney in favour of the person who may have signed the tender for the company must accompany the tender.
3. Solvency certificate of a Bank or a Revenue Officer of an amount upto 20% of the tendered cost plus the amount of works on hand still to be executed will have to be produced by the contractor.
4. Challan for earnest money @ 1% of the estimated cost must accompany the tender. Tenderer may pay earnest money up to Rs. 50,000 in cash or in the form of Crossed Demand Draft or fixed deposit of fixed deposit at-call receipts with a validity period of not less than six months of Nationalized or Scheduled bank or Narmada/Shrinidhi F.D.Rs. drawn in favour of Jt. Managing Director, Gandhinagar Railway and Urban Development Corporation Ltd (GARUD) concerned. Earnest money by Cheque & Bank Guarantee shall not be accepted. (vide R & BID G. R. No. TNC/1 090/100) (4)-C, dated 4-11-2000).
The Contractors who have secured exemption certificate for payment of earnest money by depositing Lump Sum earnest money Deposit need not pay earnest money, but produce the certified copy of the exemption certificate along with the tender.
If the contractor 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 according to Clause-1 of this tender form tenderer's tender shall be rejected and then according to aforesaid provision of tender, action to blacklist the Contractor will be initiated without Delay. (Vide R & B D G.R. No. Misc.-1 097-90-1091/97-Z/ C dated 4-10-97)
5. The contractor shall have to furnish PAN and intimate I.T. ward under which he is assessed.
6. Copies of certificate as regards previous experience, if any, must accompany the tender.
7. Declaration showing all works on hand with the Contractor and the value of works that remains to be executed in each case must accompany the tender.
8. All pages of Schedule 'A' and 'B' and specifications should be initialed by the Contractor.
9. All corrections, erasures and overwriting should be initialed by the Contractor.
10. **Discrepancies and adjustment of Errors:**

Any error in quantity or amount in Schedule 'B' showing items of work to be carried out shall be adjusted in accordance with the following rules.

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

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

(c) All errors in totaling in 'amount' column in carrying forward totals shall be corrected.

(d) Any rounding of amount against "items" or in "totals" shall be ignored.

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

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

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

The tender documents shall have to be filled in either in ink or by ball pen

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

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

(ii) any of the page of the tender is / are removed or replaced

(iii) all corrections, additions or pasted slips are not initialled by the tenderer. –

(iv) any erasure is made by him in the tender and,

(v) The tenderer or in the case of a firm, each partner or the person holding the power of attorney thereof does not sign or signature is / are not attested by a witness on page 15 of the tender in the space provided for the purpose.

12. A certificate of registration as approved contractor should be attached with tender.

Tender documents for work as specified on page number one of this Booklet

DECLARATION FORM -

- (i) I/We 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) I/We hereby declare that I/We have carefully studied the conditions of contract, specifications and other documents of this work and agree for execute 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. date 4-2-89 as revised by GR. No. TNC - 1083/6681/4/C, dated 31-8-1994)

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

GENERAL RULES AND DIRECTIONS FOR GUIDANCE OF CONTRACTORS

1. All works proposed to be executed by the contractor shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Jt. Managing Director and signed by the Jt. Managing Director.
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 whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted, Copies of the specifications, designs and drawing and estimated rates and any other documents required in connection with work which shall be signed by the Jt. Managing Director for the purpose of identification shall also be open for inspection by Contractor at the office of the Jt. Managing Director during office hours.
Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority or, behalf of the GARUD, such specifications with designs and drawing shall form part of the accepted tender
2. In the event of tender being submitted by a firm. It must be signed separated by each partner thereof or in event of the absence of any partner it shall be signed on his behalf by person holding a power of attorney authorizing him to do so. Details of partners will be furnished in Annexure-I alongwith the copy of Partnership deed.
3. Receipts for payment made on account of any work, when executed by a firm, shall also be signed by all the partners except where the Contractors are described in their tender as a firm in which case 'the receipts shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual the firm.
4. The bidder should quote his bid premium or be 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.
6. The officer competent to dispose off the tenders shall have the right of rejecting all or any of the tenders.
7. No receipt for any payment alleged to have been made by a Contractor in regard to any matter relating to this tender or the contract shall be valid & binding on Government unless it is signed by the Jt. Managing Director.
8. The memorandum tendered for and the schedule of materials to be supplied by Public Works Department & there rates shall be filled in & completed by the office of the Jt. Managing Director before the tender form is issued. If a form issued to an intending tendered has not been so filled in and completed, he shall request the said officer to have it done before the completes and delivers his tender.
9. Under no circumstances shall any Contractor be entitled to claim enhanced rate for any items in this contract.
10. Every contract shall, unless exempted in writing by the Client/PMC concerned, produce along with this tender a solvency certificate of his financial ability from the Collector of the district within which he resides or a Banker's certificate. If he fails to produce such a certificate his tender will not be considered.
11. All corrections and additions or pasted slips should be initialed.
12. The measurements of work will be taken according to the usual method in use in the Public Works Department and no proposals to adopt alternative methods will be accepted. The Jt. Managing Director's decision as to what is the usual method in use in the Public Works Department will be final.
13. The Insurance Company's bond will not be accepted against the security deposit.
- 13-A 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.
14. The Contractor will have to construct a shed for storing controlled and valuable materials issued to him under schedule 'A' of the agreement at work-site having double locking arrangement. The materials will then be taken for use in the presence of the Department person. No materials will be allowed to be removed from the site of work.
15. No foreign exchange will be released by the Department for the purpose of plant and machinery required for the execution of the work contracted for.
16. Controlled materials (Essentiality Certificate) : (i) As regard controlled materials, the Public Works Department will help to arrange for the permit as far as possible and help the Contractor in securing the same. All incidental charges met with in procuring these materials shall be borne by the Contractor himself. Though the Public Works Department will help to arrange for the permit as far as possible and help the Contractor in obtaining the materials, it shall not accept any responsibility for any loss or damage on account of delay caused to, the Contractor while obtaining the same.
(ii) The contractor shall submit to the Jt. Managing Director on close of every calendar month the monthly returns in the prescribed forms as to the receipts and actual use of the controlled materials during the month.
(iii) The contractor shall permit Jt. Managing Director or his representative to inspect the stock of the controlled materials stored by him at any time whenever the Jt. Managing Director or his representative so desire (s)
17. The tender for the work shall remain open for a period of 120 days from the stipulated date of receiving of the tenders for this work and that the tenderer shall not be allowed to withdraw or modify the offer on his own after handing over the tender to postal authorities for dispatch. During 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 should be referred to.
18. This condition shall apply only when the work is awarded to Labour Cooperative Society. (1) If the members of Labour Cooperative Societies do not work themselves and obtain commission by subletting the work, s a whole or by dividing work in group and give work to piece workers, the very purpose of the scheme would be defected. Therefore, the Labour Cooperative Societies will not sublet the works and the work will be executed by the members labourers of the Society.
(2) In case where the works required to be carried out by the labourers other than the members of the Labours Co-operative societies with the man days more than 25% prior permission of the Jt. Managing Director will be necessary.

- (3) The Labour Cooperative Society shall have to allow the officers of the Co-operative Department to examine for audit purpose the master rolls as and when required.
- (4) Labour Co-operative societies shall have to submit a quarterly return stating the monthly attendance of man days on the muster rolls of member labourers on each work to the District Registrar as well as Jt. Managing Director,
- (5) If the Labour Co-Operative Society is found violating the terms and conditions mentioned above the Labour Co-Operative society will be liable for the cancellation of work contract and or registration as decided by the Executive Engineer. (Vide GM No. LCS-1081 / (8) – R, Dated 4-6-1986)

TENDER FOR WORKS –

I/ We hereby tender for the execution for the Gandhinagar Railway and Urban Development Corporation Ltd (GARUD), Gandhinagar (hereinbefore and hereinafter referred to as GARUD) of the work specified in the underwritten memorandum within the time specified in such memorandum at + _____ Percent below / above the estimated rates specifications, designs, drawings and instructions in writing referred to in this tender and in Clause 13 of the annexed conditions of contract and agree that when materials for the work are provided by Government, such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

* Strike Out which ever is not applicable

+ In Figure as well as words

TERMS & CONDITIONS OF CONTRACT

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

Fifty 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. 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 the security deposit shall be refunded after the expiry of the Defect Liability period as per clause 17 and 17-A after deducting there from the amount of expenses, if any, due to Government under this contract.

(See Performance bond on page no 44)

CLAUSE – 2 Liquidated damages for delay :- (i) If the Contractor fails to complete the work under contract by the stipulated date, he shall pay liquidated damages of Rs. 0.1* percentage of the contract value per day from the date of delaying the said work upto the date of completion and handing over to the Government.

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

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

(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. 15 lacs, for peniurmance 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/(1 1)-C, dated 15-10-91 & modified by GR dated 29-10-91 & G.R.No. TNC-11 088/IB/1 8/(13)-C dated 31-8-94 and No.TNC/1 0/2002/14-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 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.

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, cased 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 et-- 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 realized such disposal as aforesaid the contractor shall forthwith, on demand, pay such excess. The Engineer-in-charge shall also have the rights to adjust the amount of excess against any amounts that may be payable to the contractor.

CLAUSE 8 : No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contractor or any part thereof in any respect or the accruing of any claims, nor shall it conclude, determine, or affect in any way the power of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Clause 9 : The rates for items of works shall be valid only when the items concerned is accepted as having been completed fully in accordance with the sectional specifications, In cases where the items of work are accepted as not so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in preparation of final or on account bill.

CLAUSE 10: Bills to be submitted monthly: A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized 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.

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 : Deleted

CLAUSE 12A Deleted

CLAUSE 12B :Deleted

CLAUSE 13 : (1) The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials and in other respects in strict accordance with specifications.

The contractor shall also 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 a requirement 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 document, the following order of precedence Should apply :

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

On drawings, figure 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 specification.

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 30% the contractor will be paid for the quantity in excess of 30% at the rate entered in the S. O. R. of the year during which the excess in quantity is first executed and for the materials consumed in excess quantity the rate for the materials to be charged would be the basic rate taken into account for fixing the rate for the S.O.R. above instead of the rate stipulated in schedule - A.

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

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

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

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

14.4 If the additional or altered work, for which no rate is entered in the "Schedule of Rates" of the Division is ordered to be carried out before the rate is agreed upon, then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate, which it is his intention to charge for such class of work and if the Engineer in charge does not agree to this rates, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider it advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then in such cases he shall only be entitled to be paid ;In respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in -charge. In the event of the dispute, the decision of the Client/PMC 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 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 in-charge 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 Jt. Managing Director regarding the amount of compensation or loss; it will be open for the contractor to appeal to Client/PMC-in-charge within one month from the date of knowledge of such decision. In such case the decision of Client/PMC 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).

CLAUSE 15A : The contractor shall not be entitled to claim any compensation from Govt. on account of delay by Government in the supply of materials entered in Schedule 'A' where such delay is caused by (i) Non-supply due to short allotment of quota in case materials available under quota regulations. (ii) Difficulties relating to the supply of railway wagon (iii) Force 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 otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained 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.

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 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 shall be 18 months from the certified date of completion which should include one monsoon.

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

CLAUSE 18A : (i) G.R.B. & CD No. RGN-6090-UO 24 (42)-C, dated 26-11-90.

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

1. Two graduate Civil Engineers and three diploma Civil Engineers when cost of the work to be executed IS more than Rs. 50 lakhs.
2. One graduate & two Diploma Civil Engineers when the cost of the work to be executed is more than Rs. 15 lakhs but less than Rs. 50 lakhs.
3. Minimum two Diploma Civil Engineers when the cost of work is less than Rs. 15 lakhs but more than Rs. 3 lakhs.
4. Minimum one Diploma Civil Engineer for the work when the cost of work to be executed is less than Rs. 5 lakhs. 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.

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 there of 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 these conditions he is entitled to be satisfied or which he is entitled to require together with carriage there for 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 defense of every suit, action or other legal proceeding at law 'hat may be brought by any person for injury sustained owing to neglect of Me 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 21A : The Contractor shall provide suitable scaffolds and working platforms, gangways and stairways, and shall comply with the following regulations in connection therewith.

- (a) Suitable scaffolds shall be provided for. workmen for all works that cannot be safely done from a ladder or by other means.
- (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.
- (c) All scaffolds and appliances connected therewith and all ladders shall –
 - (i) be of sound material
 - (ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and,
 - (iii) be maintained in proper condition
- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (f) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.
- (g) Scaffolds shall be periodically inspected by a competent person.
- (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.
- (i) Working platforms, gangways shall (i) be so constructed that no part thereof can sag unduly or unequally,
 - (ii) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripling or slipping and
 - (iii) be kept free from any unnecessary obstruction.
- (j) In the case of working platforms, gangways working places and stairways at a height exceeding 2.00 metre (to be specified)
 - (i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - (ii) every working platform and every gangway shall have adequate width, and
 - (iii) every working platform, gangway, working place and stairway shall be suitably fenced
- (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.
- (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.

- (m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.
- (n) Safe means of access shall be provided to all working platforms and other working places.

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

- (a) Hoisting machines and tackle including their attachments, anchorages and supports shall –
- (i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and
 - (ii) be kept in good repair and in working order.
- (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.
- (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.
- (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.
- (e) Every crane driver or hoisting - appliance operator shall be properly qualified,
- (f) No person who is below age of 15 years shall be in control of any hoisting machine, including any scaffolds, nor shall give signals to the operator.
- (g) In the case of every hoisting machine and of every chain ring hook shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.
- (h) Every hoisting machine and all gears referred to in preceding regulation shall be plainly marked with the safe working load.
- (i) In the case of hosting machine having a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated.
- (j) No part of any hoisting machine or gear referred to in regulation 'g' above shall be loaded beyond the safe working load except for the purpose of testing.
- (k) Motors, gears, transmissions, electric wiring and other 'a. dangerous parts of hoisting appliances shall be provided with sufficient safeguards.
- (l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- (m) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.

CLAUSE 22 : Measures for Prevention of Fire : The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Engineer- in-charge. When such permit is given, and also in all cases when destroying cut or dug up tress, bush wood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or other-wise damaging surrounding property. When such permit is given, and also in all cases when destroying cut or dug up tress, bush wood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

CLAUSE 23 : Liability of contractors for any damages done in or outside work area: Compensation for all damage done intentionally or unintentionally by Contractor's labourers whether in or beyond limits of Government property including any damage caused by the spreading of fire mentioned in the clause 22, shall be estimated by the Engineer-in-charge., or such other Officer as he may appoint and the estimates of the Engineer in- charge, subject to 'the decision of the Client/PMC, 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 1 or deducted by the Engineer-in charge from any sums that may be due or become due from Government 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.

CLAUSE 24 : Deleted.

CLAUSE 25 : Deleted.

CLAUSE 26 : Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent: The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceeding to get himself be adjudicated an insolvent or make any compromisation with his creditors or attempt to do so, the Engineer-in-charge may, by notice in writing rescind the contract, Also if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of-his servants or agents to any public officer or person in the employ of Government in anyway relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.

CLAUSE 27 : Sums payable by way of compensation to Le considered as reasonable compensation without reference to actual loss : All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained & whether any damage has or had not been sustained.

CLAUSE 28 : Change in the constitution of firm to be notified : In the case of a tender by partners, any change in the constitution of a firm shall be forthwith notified by the Contractor to Engineer-in-charge for his information.

CLAUSE 29 : Works to be under directions of Client/PMC: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of Client/PMC of the Circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

CLAUSE 30 : (1) Disputes to be referred to Tribunal : The disputes relating to this contract, so far as they relate to any of the following matters, Whether such disputes arise during the progress of the work or after the completion or abandonment thereof, shall be referred to the Arbitration Tribunal, Gujarat State.

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

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

(iii) The rate of payment for any class of work which is included in the additional or altered work carried out by the contractor in accordance with the instructions of the Engineer-in-charge under clause 14 and the rates for which is to be determined under the said clause 14.

(iv) The rates of payment for materials already purchased or agreed to be purchased by the contractor before receipt of notice given by the Engineer-in-charge under clause 15, and/or the amount of compensation payable to the contractor under the said clause for loss in respect of such materials.

(v) The amount of compensation which the contractor shall be liable to pay under clause 17 in the event of his failure to rectify, remove or reconstruct the work within the period specified in the written intimation or the amount of expenses incurred by the Engineer-in-charge under the said clause 17 in rectifying, removing or re-executing the work or in removing and replacing the materials or articles complained of.

(vi) The reduction of rates as may be fixed by the Engineer-in-charge under clause 17 for the interior work or materials as accepted or made use of. vii) The amount of compensation payable by the contractor for damages as estimated and assessed under clause 23.

(viii) The amount payable to the contractor for the work carried out under clause 33 in accordance with the instructions & the requirements of the Engineer-in-charge in a case where there are no specifications.

(2) The provision of Section-2 of the GPWD dispute Arbi. Tribunal Act-92 & order issued by the Govt. in connection with this Act will now apply for Arbitration (As per Government in N. & W.R. D. letter No. SUT/1090/2679/K2 dtd. 9/2/94.

(3) The provision of Arbitration Act., shall in so far as they are inconsistent with the provision of this act cease of to apply to any dispute arising from a works contract and all arbitration proceedings in relation to such dispute before an arbitrator, court of authority shall stand transferred to the Tribunal.

(4) The awards declared by the arbitrator should be speaking award, giving reasons and calculations for every item of claims. The decision will have to be implemented by all the departments of the State Government and Public Sector Enterprises of Gujarat. (Resolution F. D.No. PB/1 088/735/KT/Sachivalaya/Gandhinagar 5th Octobers 1988.)

(5) In case of dispute leading to the contractor or GARUD approaching to Court of Law, It shall be within the jurisdiction where the site of work is situated.

(6) The reference to arbitration proceeding under this clause shall not:

(i) affect the right of the Engineer-in-charge under clause 5 to take possession of all or any tools plants, materials and stores in or upon the works of site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.

(ii) Preclude the Engineer-in-charge from utilizing the materials purchased by the contractor in any work or from removing such materials to other places, during the period the work is stopped or suspended in pursuance of notice given! to the contractor under clause 15.

(iii) Entitle the contractor to stop the progress of the work or the carrying out the additional or altered work in accordance with the provisions of clause 14 or as the case may be, of clause 33.

CLAUSE 31 : Deleted.

CLAUSE 32 : Lump sum in estimates: When the estimate on which a tender is made includes lump sum in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may, as his discretion, pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him, under the provisions of this clause.

CLAUSE 33 : Action where no specifications : In the case of work for r which there is no such specification, such work shall be carried out in accordance with the Divisional Specification and in the event of there being no Divisional Specifications, then, in

such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

CLAUSE 34 : Definition of work - 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 virtue of the contract. whether temporary or permanent and whether original, altered, substituted or additional.

CLAUSE 35 : Contractor's percentage whether applied to net or gross amount of the bill : Percentage referred to in the tender shall be deducted from / added to the gross amount of bill before deducting the value of any stock issued. (This clause shall be applicable only for B-1 tender)

CLAUSE 36: Non refund of quarry fees & Royalties : The contractor shall pay the royalty to the competent authority/ local body as per rules. The contractor shall furnish quarterly the statement showing quantity of quarried materials, from whom purchased (with full address of the seller) and copies of bills for purchase to the District Officer of the Mining and Geology Department or authority competent to levy royalty in the area of work. Contractor shall also furnish such additional information as regards royalty payment to the Royalty authority. The royalty charges paid shall be borne by the Contractor and shall not be reimbursed by the Jt. Managing Director (Authority:- R & BD Circular No. TNC-2286 -UO -39 (19)-C, dated 23-10-1989.)

CLAUSE 37 : Compensation Linder the workmen's compensation Act: The contractor shall be responsible for and she pay compensation to his workman payable under the Workmen's Compensation Act. 1923 (VIU of 1923) hereinafter calk the said Act) for-injuries caused to the workmen, If such compensation is paid by Government as principal under sub section 12(1) of the said Act on behalf of the Contractor it shall be recoverable by Government-from the contractor und sub-section.1 2 (2) of the said section. Such compensation shall be recovered in the manner laid down in clause I above.

CLAUSE 37A : The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may Sutter a bodily injury as a result of an accident It such expenses are incurred by Government, tile same shall I recoverable from the contractor for with and be deducted, without prejudice to any other remedy of Government from amount due or that may become due to the Contractor.

CLAUSE 37B : The contractor shall provide all necessary personal safety equipment and first aid apparatus available I the use of the person employed on the site and shall maintain the same in suitable condition for immediate use at any tin and shall comply with the following regulations in connection therewith

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

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

(c) Adequate provision shall be made for prompt first aid treatment of ail injuries to be sustained during the course of the work.

CLAUSE 38 : The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work execute being less than those entered in the tender. In the case quantities by more than 30 % the new rate will be paid to the contractor for the quantities in excess of 30%.The rates for the increased quantities as aforesaid will be fixed in the manner specified in Clause - 14.

CLAUSE 39 : Employment of famine or other labour: The contractor shall employ any famine, convict or other labour or particular kind or class, if ordered in writing to do so by the Engineer-in-charge.

CLAUSE 40 : No compensation shall be allowed for any delay caused in the starting of the work or! account of delay in making available the full site of land at a time.

CLAUSE 41 : No claim for compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartment. The rates are inclusive of hard or cracked soil, excavation in mud, sub soil water or water standing in borrow-pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.

CLAUSE 42 : Entering upon or commencing any portion or work: The Contractor shall not enter upon or commence any portion or work except with the written authority and instruction of the Engineer-in-charge or of his subordinate in charge of the work. Failing such authority, the Contractor shall have no claim to ask measurement of or payment for work.

CLAUSE 43: Minimum age of person employed (I) No Contractor shall employ any person who is under the age of 15 years.

CLAUSE 43(I)(A): The employment of donkeys and / or other animals and the payment of fair wages: For Asphalt work(s) as far as possible, only the adult persons should be employed by the contractor. If the adult persons are not available, then the children below the age of 15 (Fifteen years) should not be employed under any circumstance.

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

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

(iv) The Engineer-in-charge or his agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion work by such removal.

(v) The contractor shall pay fair and reasonable wages to the workman employed by him in the contract undertaken by him. In the event of any dispute arising between the Contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Engineer-in-charge who shall decide the same. The decision of the Engineer-in-charge shall be conclusive and binding on the Contractor, but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Government at the sanctioned tender rates.

(vi) The contractor shall provide drinking water facilities to the workers / labourers employed on Government works. Amenities relating to sanitation shall also be provided to the workers/labourers employed on works (in urban areas). If the contractor fails to comply with these provisions, the Engineer-in-charge shall give notice in writing and if the contractor does not provide this facility to the workers/labourers within a period of ten days from the date of the notice in writing, the Engineer-in-charge shall thereupon make the arrangement for drinking water at the cost of the contractor.

(vii) The contractor shall provide the amenity of proper shade and shelter to the workers/labourers and their children on Government work as soon as the work starts. If the contractor fails to provide shed and shelter, the Engineer-in-charge shall provide the same at the cost of contractor.

CLAUSE 44 : Method of payment: Payment to contractor shall be made by cheque drawn on any treasury within the division convenient to them, provided the amount exceeds Rs. 10 Amount not exceeding Rs. 10 will be paid in cast).

CLAUSE 44 A : Any sum of money due and payable to the Contractor (including the security deposit returnable to the contractor executing any Government work or work of any District Panchayat wholly financed as grant-in-aid under this contract shall be appropriated by any District Panchayat / Government and shall be set off against any claim of the Government/District Panchayat of Gujarat state by the District Panchayat of Gujarat State / Government for the payment of a sum of money arising out of or under any other contract made by the contractor with the Government/District Panchayat of Gujarat State for the work wholly financed as grant-in-aid by Government of Gujarat State. When no such amount for purpose of the recovery from the contractor against any claim of the Government / District Panchayat of Gujarat state is available, such a recovery shall be made from the contractor as arrears of land revenue.

CLAUSE 45 : Deleted.

CLAUSE 46 : Employment of scarcity labour : If Government declares a state of scarcity or famine to exist in any village situated within 16 kilometers of the work, the Contractor shall employ upon such parts of the work, as are suitable for unskilled labour any person certified to him by the Engineer-in-charge or by any persons to whom, the Engineer-in-charge have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons, wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Engineer-in-charge whose decision shall be final and binding on the contractor.

CLAUSE 47 : Deleted

CLAUSE 48 : The rates to be quoted by the Contractor must be inclusive of sales tax. No extra payment on this account will be made to the contractor.

CLAUSE 49 : Contractor should, as far as possible, obtain his requirement of labourers skilled and unskilled, from the nearest Employment Exchange so as to utilise the local employment potential. If there are no local Employment Exchange or such Exchanges are not able to provide the required labour locally, suitable labourers should be utilised to the maximum extent possible.

CLAUSE 50 : Fair Wages : If a Contractor fails to pay within '7' (Seven) days to the labourer(s)/worker(s) their minimum wages prescribed by the Government under the Minimum Wages Act, 1948 as in force from time to time, the Engineer-in-charge shall be at liberty to deduct the amount payable to the labourer/workers from his (Contractors') bills or deposit(s) payable by the Contractor after making due inquiries and establishing the claim(s) of the labourer(s)/worker(s). The Contractor shall not be entitled to any payment of compensation on account of any loss that the Contractor may have to incur on account of the action as aforesaid. Before the action as aforesaid, is enforced, a notice in writing to the Contractor shall be issued by the Engineer-in-charge to pay the wages as per Minimum Wages Act in force at the relevant time. If Contractor does not act as aforesaid within seven days, then the action contemplated as above shall be taken against him.

CLAUSE 51 : Deleted.

CLAUSE 52 : List of Machinery: The contractors shall also give a list of machineries in his possession and which they propose to use on the work.

CLAUSE 53 : (i) In case, the roller deployed by Department for the use on contract work is kept idle by the contractor for want of adequate labour and materials, the contractor will have to pay rental charges as per prevailing rules even though the items of rolling and watering are to be carried out by the department.

(ii) If the contractor does not plan his programme so as to suit the requirement of the Department, the proportionate rental charges on roller shall be recovered from the contractor.

CLAUSE 54 : Local labour on normal rates : The contractor shall have to engage local labour and person seeking available on normal rate.

CLAUSE 55 : Rent will be recovered from the contractor for the land given to them for stacking materials as well as for construction of temporary hutments etc.

Land measuring Charges

- | | | |
|----|---------------------------------------|------------------|
| 1. | One hectare or less | Rs. 5 Per month |
| 2. | More than 1 hectare & upto 2 hectares | Rs. 10 per month |
| 3. | More than 2 hectare & upto 3 hectares | Rs. 15 per month |
| 4. | More than 3 hectare & upto 4 hectares | Rs. 20 per month |

CLAUSE 56 : The contractor shall employ only such labour who shall produce a valid certificate of having been vaccinated against small -pox/covid within a period of last three years.

CLAUSE 57 : 1 Huts :The contractor shall build sufficient number of huts on a suitable plot of land for the use of the laborers according to the following specifications

(1) Huts of bamboos and grass may be constructed.

(2) A good site shall be selected. High ground removed from jungle but well provided with trees shall be chosen wherever it is available. The neighborhood of rank jungle, grass or weeds should particularly be avoided. Camps should not be established close to large cuttings of earth-work.

(3) The lines of huts shall have open spaces of at least 10 m. between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.

(4) There should be no over-crowding. Floor spaces at the rate of 2.8 Sq.m. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.

(5) The contractor must find out his own land. if he wants Government land, he should apply for it and pay assessment for it.

2. Drinking Water : The contractor shall as far as possible, provide an adequate supply of chlorinated pure potable drinking No provision need-be made water for the use of labourers This provision, shall be it the rate of not less than 4.5 liters per head. where there is a suitable nalla, river or well within 0.4 km of the camp. However arrangement should as far as possible, be made to chlorinate- water by chlorinated tablets before it is allowed for drinking purpose.

3. The contractor shall construct semi permanent latrines for the use of Labourers on the following scale, namely; (a) Where females are employed, there shall be at least one latrine for every 25 females (b) Where males are employed, there shall be at least one latrine for every 25 males Provided that where the number of males or female exceed 100, it shall be sufficient if there is one latrine for every 25 males or females, as the case may be upto the first 100 and one for every 50 thereafter.

4. Privacy in latrines : Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

5. Notice to be displayed outside latrines and urinals : (1) Where workers of both sexes are employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority of the workers For Men Only or For Women Only: as the case may be.

5 (2) The notice shall also bear the figures of a man or of a women, as the case may be.

6. Urinals : There shall be at least one urinal for male/female workers upto 50 employed at a time. Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 males or females or part thereof.

7. Latrines and Urinals to be accessible: (1) The latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment. (2) (i) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times (2) (ii) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

8. Water for latrines and urinals : Water shall be provided by means of pipes or tanks or the wise, so also be conveniently accessible in or near the latrines and urinals.

9. Bathing and washing places : (1) The contractor shall construct sufficient number of bathing places; every unit of 20 persons being provided with a separate bathing place. 12) Washing places should also be provided for the purposes of washing clothes. Every unit of 30 per sons shall have at least one washing place. (3) such bathing and washing places should be suitably screened and separate places provided for male and female workers. (4) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

10. Drainage : The contractor shall make sufficient arrangement for draining away the sewerage water as well as water from the bathing and washing places and shall dispose off this waste water in such a way as not to cause nuisance. The contractor should obtain a permission from the Gujarat Water Pollution Control Board, Gandhinagar if Water is so be drained in river or near the well. The contractor would put malarial oil once in a week in stagnant water round about the residence.

11. Medical facilities : The contractor shall engage a medical officer with a traveling dispensary for a camp having 500 or more persons if there is no Government or other private dispensary situated within 6 k.m. from the camp.

12. Conservancy and cleanliness: The contractor shall provide the necessary staff for effecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-in-charge. At least one sweeper per 200 persons should be engaged. Conservancy staff should dump refuse in compost pit, away from the labour camp.

13. Health Provisions : The District Health Officer of the District or the Deputy Director of Health Services shall be consulted before opening a labour camp and his instructions on matters, such as the water supply, sanitary convenience, the camp-site, accommodation and food supply shall be followed by the contractor.

14. Precautions against epidemic : (a) The authorities in charge of the colonies should get the labourers; inoculated against cholera and plague and Vaccinated against smallpox at the time of recruitment, If they are not inoculated or vaccinated within 6 months or 3 years respectively prior to the date of recruitment.

(b) When, in any labour camp there is an epidemic disease or is threatened with such an outbreak, the authorities in charge of the labour camps should ensure that all the inmates of the labour colonies are inoculated or vaccinated as the case may be, depending on the diseases, within 72 hours after the outbreak.

(c) The authorities in charge of the labour colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day of the outbreak, to the Mamlatdar of the Taluka, the District Health officer or to the Deputy Director of Public Health in charge of that area and the Director of Public Health. Thereafter they should continue to send daily reports to the above officers in the prescribed form regarding the progress of the epidemic disease.

(d) When the authorities in charge of the labour colony suspect or have reason to believe that any inmate of the labour colony is suffering from the infectious or contagious disease, they shall forthwith arrange for the segregation of such persons to isolated huts to be specifically *provided for* the purpose & also for their treatment.

(e) As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labour colonies should report promptly the occurrence of unusual incidence of cases of malaria and also inform the District Health Officers of the District, Deputy Director of Public Health (Malaria) and the Director of Public Health and also arrange to institute all necessary anti malarial measures as may be advised by the officials of the Public Health Department.

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

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

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

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

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

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

(6) The rest room or other suitable alternative accommodation shall be so constructed as to afford adequate protection against heat, wind, rain and shall have smooth, hard and impervious surface. (7) The rest rooms or other suitable alternative accommodation shall be at a convenient distance from the establishment and shall have adequate supply of wholesome drinking water

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

(2) If the contractor fails to provide the canteen facilities within the time laid down the same shall be provided by the principal employer within sixty days of the time allowed to the contractor. (3) The Canteen shall be maintained by the contractor or principal employees as the case may be in an efficient manner.

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

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

(ii) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year, provided that the inside walls of the kitchen shall be lime-washed every four months. 3 (i) The premises of the canteen shall be maintained in clean and sanitary condition.

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

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

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

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

(3) (i) A portion of the dining hall and service counter shall be partitioned and reserved for women workers, in proportion to their numbers.

(ii) Washing places for women shall be separate and screened to secure privacy.

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

19. Equipment in canteen : (1) (i) There shall be provided and maintained sufficient utensils, crockery, cutlery, furniture and any other equipment necessary for the efficient running of the canteen.

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

(2) (i) Suitable clean clothes for the employees serving in the canteen shall also be provided and maintained. (ii) A service counter, if provided, shall have a top of smooth and impervious materials.

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

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

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

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

(a) the rent for the land and building.

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

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

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

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

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

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

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

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

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

CLAUSE 60 :--Deleted

CLAUSE 61 : FENCING AND LIGHTING : (a) The contractor shall, unless otherwise specified, be responsible for the proper fencing, lighting grading and taking of the necessary safety measures for all works comprised in the contract and for the proper provision of temporary road, way, foot-way, guards, fences, caution notices etc., as far as the same may be rendered necessary by reasons of the work for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and the public and shall remain responsible for any accidents that may occur on account of his failure to take proper & timely precautions. (b) All the arrangements made for fencing and lighting shall be maintained by the contractor through the currency of the contract till the physical taking over of the work by department.

CLAUSE 62 : LIABILITY OF ACCIDENTS TO PERSONS: Responsibilities and liabilities of the contractor under Workmen's Compensation Act are given in clause No. 37 In addition following shall also apply : (a) On the occurrence of an accident, which result in death of workmen employed by the contractor or which is so serious as is likely to result in death of any such workmen, the contractor, shall within 24 hours of happening of such accident(s) intimate, in writing to the Engineer-in-charge the fact of such accident(s). The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Government as a consequence of Government's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said act in regard to such accident(s). (b) In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act, whether by the contractor or by the Government as principal Employer, it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the Contractor, such sum or sum of money as may, in the opinion of the Engineer-in-charge, be sufficient to meet such a liability. The opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.

CLAUSE 63 : 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 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 opinion and the contractor shall, in accordance with the requirements of the Engineer-in-charge, afford all reasonable facilities for execution of the work including occupation of lands by structure or otherwise for any other contractor employed by the Government and his workmen or for the workmen of the Government who may be employed in the execution on or near the site of the work not included in the contract or of any contract in connection with or ancillary to the work and in default, the contractor shall be liable to

the Government for any delay or expense incurred by reason of such default. Provided always that if damage arising, make a statement of the same to the Engineer-in-charge who shall from time to time, assess 'the value in his 'judgment of such damage and the Government shall from time to time pay to the contractor the amounts (if any) accepted as justified by the Engineer-in-charge :

CLAUSE 64:REPORTS REGARDING LABOUR: The Contractor shall submit the following reports to the Engineer-in-charge: (a) (i) A daily report in the suitable form of the strength of labour both skilled and unskilled employed by him on the work(s). The contractor shall increase or decrease the strength both skilled or unskilled. If directed by the Engineer-in-charge. The submission of such reports shall not. However, relieve the contractor of his responsibilities and duties regarding progress or any other obligations under the contract. (ii) A classified weekly return in the suitable form of the number of person employed on the works during the proceeding week (iji) A weekly medical report in the suitable form showing the health of the contractor's camp, the number of persons ill or incapacitate and the nature of their illness. (iv) A report of any accident, which may have occurred, to be sent within 24 hours of the occurrence, (v) Such other report as may be prescribed.

CLAUSE 65 : Treasure Trove: In the event of discovery by the contractor or his employees, during the progress of work of any gold, silver, oil or other minerals of any description and precious *stones, treasures, coils, antiques, relic, fossils or other articles or value of interest whether geological, archaeological or any other such treasure & other things shall be deemed to be the absolute property of, the Government and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-charge from time to time, and relieve the same to such persons as the Engineer-in-charge may appoint. The 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 Engineer- in-charge with such discovery and carry out his orders for the disposal of the same.

CLAUSE 66 :Insurance of Labours : The contractor shall indemnify the Government against all actions, suits, claims & demands through or made against the Department in respect of work of this contractor against any loss damage to Department in consequence of any action or suit being brought against the contractor for anything done or omitted to be done in execution of the work of this contract.

CLAUSE 67 : Insurance of Labours : The contractor shall be responsible to arrange for insurance of all labourers, skilled and unskilled, workers, supervisors etc., employed by him as per labour regulation of the State.

CLAUSE 68 : - Setting Out : The contractor shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labour in connection therewith. If , at any time, during the progress of the work, any errors, appear or arise in the position, levels, dimensions or alignments of any part of the work, the contractor, on being required to rectify such errors by the Engineer-in-charge shall at his own expense do so to the satisfaction or the Engineer-in-charge. If however, such error is based on incorrect data supplied in writing by the Engineer-in-charge, the expenses of rectifying the same shall be borne by the Department. The checking of and setting out of any line or level by the Engineer-in-charge or his representative shall not in any way, relive the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all bench-marks, site-nails, page and other things used in setting out of the work(s).

CLAUSE 69 : Cement Register : A register In the prescribed form showing day-to-day receipt, consumption and balance of cement on site of work will be maintained by the Department, which shall invariably be signed daily by the contractor or his authorised representative in token of its correctness.

CLAUSE 70 : Materials and Works Test Register : A register in the prescribed form showing day-to-day receipt, consumption and balance of cement on site of work by the Department and every entry thereof shall invariably be signed by the Contractor or his authorised representative in taken of its correctness.

CLAUSE 71: Progress Schedule: (a) The contractor shall furnish within one month (unless extended by the Engineer-in-charge) 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 manner in which it is proposed general and detailed arrangements for carrying out works. and of item, order and manner in which it is proposed that these shall be executed. The schedule should be framed keeping requirement of the clause 2 of tender form in view and be such as in practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Engineer-in-charge. Further, the dates for the progress, as in this schedule shall be adhered to.

(a) 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 Engineer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Engineer-in-charge is further empowered to ask for more detailed schedule or schedules, any week by week, for any item or item-c and the contractor shall supply the same as and when asked for.

(b) The Engineer-In-charge shall have, at all times, the right, without in any way vitiating this contract forming grounds for any claim, to after the order of the work of any part there of and [tie 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. The Engineer in-charge within seven day; of the said Engineer's to alter the order of works.

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

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

(e) The progress-schedule(s) shall be in the form of progress chart, forms, statements and/or reports as any is approved by the Engineer-in-charge. The contractor shall submit four copies showing the progress of the work in the form of a chart etc., at periodical intervals as may be specified by Engineer-in-charge.

(f) The approval of the progress schedules by the Engineer-in-charge shall not relieve the contractor of schedule required by the Engineer-in -charge shall not entitle the contractor to any extra payment.

CLAUSE 72 : Deleted

CLAUSE 73 : Advance Payment : Deleted

CLAUSE 74 : Deleted

CLAUSE 75 : Mobilization Advance : Deleted

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

CLAUSE 77 : One percent of estimated cost put to tender for this work after deducting the cost of materials as per Schedule 'A' valued at basic rate in the sanctioned estimate shall be deducted from the running account bills of the contractor for testing the quality of materials and workmanship, no additional testing charges in addition to the above shall be recovered from the contractor (Applicable to R & B Works only) (G. R. No. R & B TNC-1 085-4-C, Dated 20-12-91) from the contractor (Applicable to R & B Works only) (G.R. No. R & B TNC-1085-C, Dated 20-12-91) The Engineer-in-charge will get the cement and steel tested in laboratories of G.E.R.I., Engineering Colleges, Polytechnics, Engineers India Ltd., D.G.T.D. and other laboratories approved by R & B or Water Resources Department of Industries Department and the test results of these Laboratories will be binding to the Contractor about suitability of use of material (R & B. D.G.R. No. TNC-1088-IB-220-18-C, dated 31-3-05).

However in respect of works involving use of asphalt, the contractor will set up the site testing Laboratory and will provide testing instruments etc. as under :

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

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

1. Penetration test as per I.S. 1203 2. Softening point test as per I.S. 1204

3. Ductility test as per I.S. 1208 4. Viscosity test as per I.S. 1206

5. Specification gravity test as per I.S. 1202

The instruments provided should be as per I.S. Standard, so certified and be regularly and periodically calibrated. Frequency of tests will be as indicated in specifications and as referred in R. & B. D.G.R. No. SSR-1099-IB/91(9)-C, dated 26-7-1999.

CLAUSE 78 : Deleted

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

ANNEXURE – 1

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

To

The Jt. Managing Director

Division

Place :

Date :

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

Sr. No.	Name(s) of Person / Partner Director of the Company	Full Address of the Place of Business (with pin code)	Telephone Nos. (Office)	Residential address(es) (Resi.)	Telephone No.(s)	Full Address of Income tax office ward where Income Tax return is filled.
1	2	3	4	5	6	7

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

Dated Signature of Tenderer

ANNEXURE-2

Deleted

Annexure – 3

**Performance Bond
(see clause No. 1)**

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

.....
Principal (Contractor)

.....
Surety (Scheduled or Nationalized Bank)

.....
Sum of bond (express in words and figures)

.....
Contract No. and date of contract

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principals have entered in to a contract with the Employer numbered and dates as shown above and hereto attached for the execution of work **NOWHEREFORE,** it the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original terms of the said Contract and any extensions thereof that may be granted by the Employer with or without notice to the surety and during the life or any guarantee required under the contract and shall also well and truly perform and fulfill all the Undertakings, covenants, terms, conditions and agreements of any all duty and unduly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the surety being hereby waived or shall pay over, make good and reimburse to the Employer all loss and damages which the employer may sustain by reason of failure or default on the part of said Principal so to do. We further agree that the guarantee herein Contained shall remain in full force and effect during the period that would be taken for the validity of the said Contract, and that it shall continue to be enforceable till all the dues of the employer under or by virtue of the Contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

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

In the presence of witness

Individual Principal

- 1 as to (Seal)
- 2 as to (Seal)
- 3 as to (Seal)
- 4 as to (Seal)

by..... affix Corporate Seal

Attested

Corporate surety
Business address

Affix by..... corporate Seal

Title

For and on behalf of the Employer

Signature of the contractor:

Signature of the Jt. Managing Director:

ANNEXURE-4

List Of Works Already Completed By The Tender

Sr. NO.	Name of Work	Place	Cost of Completion	Time taken in months to complete the work	Remarks
1	2(a)	2(b)	3	4	5

Note : Necessary certificate from officer concerned shall be attached with the tender.

Signature of Tenderer with Date.

ANNEXURE-5

LIST OF PLANT AND MACHINERY IN GOOD WORKING ORDER AVAILABLE WITH THE TENDERER

Sr. No.	Plant or Machinery	Location:	Age of Machinery	Make	Capacity	Approximate Value	Remarks
1	2(a)	2(b)	3	4	5	6	7

Signature of Tenderer with Date.

ANNEXURE-6

DECLARATION REGARDING WORKS ON HAND WITH TENDERER
.HFZNFZGF CFY 5Z CMI T[JF SFDMGL IJUT

Sr. No.	Name of Work	Place	Estimated Cost	Date of Issue of Work	Stipulated period of Completion	Amount of Work done on date of filling tender	Brief details of delay if any	Remarks
1	2(a)	2(b)	3	4	5	6	7	8

Signature of Tenderer with Date

Note 1 : Amount of work in column 6 should be given up to the month previous to the month in which tenders are invited.

Note 2 : Necessary certificate from the officer concerned shall be attached with the tender.

SCHEDULE 'A' - Deleted

SCHEDULE 'B'

Memorandum showing items of works to be carried out :

Sr. No.	Quantities estimated but may be more or less	Item of Work	Estimated Rates		Unit	Total Amount according to estimated quantities
			In Figures	In Words		
1		2	3	4	5	6
		As per Separate Sheet Attached				

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

* Estimated Amount		* Estimated Amount	
Put to Tender	Rs.....	Put to Tender	Rs.....
Deduct :% Below	Rs.....	Add:% above	Rs.....
Net	Rs.....	Total	Rs.....
In words.....	In Words.....		

* (Please strike out whichever is not applicable)

- Note 1** All works shall be carried out as per Public Works Department Handbook and other specifications of Division or as directed.
- Note-2** All the columns in Schedule should be filled in ink and the total of the entries in the last column should be struck by the contractor under his signature.
- Note-3** Rates quotes include clearance of site (prior commencement of work and at its close) in all respects and hold good for work under all conditions, site, moisture, weather etc.
- Note-4** To be continued on additional sheets, if found necessary.

SCHEDULE – C

(See clause No.2)

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

Time Schedule of completion

Parking Tender Milestone			
#	MileStone	Days from Start date	Rate of Liquidated Damages per day
1	Completion of Road/Parking Profile	20	0.1%
2	Completion of 1st cut MEPF Works (Piping of underground utilities)	25	0.1%
3	Completion of road works	35	0.1%
4	Completion of paver block	45	0.1%
5	Completion of kerbstone	55	0.1%
6	Completion of 2nd cut MEPF Works	60	0.1%
7	Soft Scape Works	65	0.1%
8	Snagging & Handing Over	75	0.1%