

	<p style="text-align: center;">Bhavnagar Municipal Corporation Solid Waste Management Department</p>	
<p style="text-align: center;"><u>--:: Tender Notice ::--</u></p> <p>Bhavnagar Municipal Corporation invites e-Tenders from the experienced bidder for Beatutification of a Garbage Vulenrable Point at different location of Bhavnagar Municipal Corporation area as per BMC tender scope of work & terms.The last date for submission of e-Tender (Tender Notice No – BMC\SWM\2024-25\01) on <u>www.nprocure.com</u> is 23/01/2025 -- 18.00 pm. For more details please visit <u>www.bmcgujarat.com</u>.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div> <p>Place - Bhavnagar</p> <p>Date - 08/01/2025</p> </div> <div style="text-align: right;"> <p>Executive Engineer</p> <p>Solid Waste Management</p> <p>Bhavnagar Municipal Corporation</p> </div> </div>		

NOTICE INVITING ON-LINE TENDER

DETAILS ABOUT ON-LINE TENDER

Tender Notice/ IFB No.	BMC\SWM\2024-25\01
Department Name	Bhavnagar Municipal Corporation
IFB No / Tender Notice No.	2024-25
Name of Project	Beautification of a Garbage Vulnerable Point at Different Location of Bhavnagar Municipal Corporation Area
Name of Work	Beautification of a Garbage Vulnerable Point at Different Location of Bhavnagar Municipal Corporation Area
Estimated Contract Value (INR)	13,25,571.00 (Excluding GST)
Period Of Completion (in Months)	3 Months
Bidding Type	Open
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Joint Venture	Not Applicable.
Rebate	Not Applicable.

TENDER FEES & EMD DETAILS

Bid Document Fee (Rs.) (Non-Refundable)	900.00
Bid Document Fee Payable To	Commissioner Shri- Bhavnagar Municipal Corporation
Bid Security/EMD (INR):	13300.00
Bid Security/EMD In Favor Of:	Commissioner, Municipal Corporation, Bhavnagar.
Defect Liability Period	6 month from the date of successful completion
Type of Contract	Percentage Rate
Total Security Deposit	Total 10% of Estimated Cost. (2.5% of Estimated Cost in form of FDR issued by Nationalized Bank except SBI and 2.5% deduct from Running Bill 5.0 % of Performance bond must be submitted by Bank Guarantee)

TENDER SCHEDULE & OTHER DETAILS

Bid Document Downloading Start Date	09/01/2025
Bid Document Downloading End Date	23/01/2025 , 18:00 pm
Pre-Bid Meeting (off line)	17/01/2025, 12.00pm
If Pre-Bid Meeting – Last Date and Time Submission of Query via e-mail (swmexnbmc@Gmail.com)	17/01/2025. 17.30pm
Last Date & Time for Online Submission of Bids	23/01/2025 18:00 pm
Late Date & Time of Submission Physical Documents	29/01/2025, 17:30 pm
Bid Validity Period	120 Days, from price-bid opening date.
Remarks	<ol style="list-style-type: none"> Contractor shall have to deposit Tender Fee in form of only DD and EMD in form of only DD issued by Nationalized Bank except SBI & advised by Government i.e. IDBI Bank, AXIS Bank, HDFC Bank, ICICI Bank. The scanned copy of the DD (Tender fees), DD (EMD), PAN card, necessary bank solvency of current year will have to be uploaded with all others required documents. The EMD (DD) shall be produced for minimum period of 120 days. The original DD (Tender Fee), DD (EMD), copy of PAN card, copy of Registration certificate, copy of bank solvency (current year), etc., shall be sent through R.P.A.D. up to date AS PER ONLINE NIT, Bidders who have Registration in E2 class and above category are eligible to participate in tender. Scanned copy of registration certificate, Similar Nature Of work experience certificate 3A will have to be uploaded compulsory.
Preliminary Stage Bid Opening Date	29/01/2025, 17:45 pm

ELIGIBILITY CRITERIA

The contractor whose names are registered in the approved contractors of Gujarat State R&B Dept/PWD/W.R.D. Contract and the Contractors Registered in **E2 Class and above** shall be submitted by a contractor or by a firm of contractors. The scanned copy of the contractor's registration, necessary Bank solvency of current will have to be uploaded with others required documents.

OTHER DETAILS

Officer Inviting Bids :	Executive Engineer – Solid Waste Management Department , Bhavnagar Municipal Corporation
Bid Opening Authority :	Executive Engineer – Solid Waste Management Department , Bhavnagar Municipal Corporation
Address :	2 nd Floor, Solid Waste Management Department, Bhavnagar Municipal Corporation, Sir, Mangalsinhji road, Kalanala, Bhavnagar-364001.
Contact Details :	9979945333

GENERAL TERMS & CONDITION

1	The general terms & conditions are as per tender documents.
2	The cost of Tender document will not be refund under any circumstances.
3	EMD in the form specified in tender document only shall be accepted. EMD & Tender fees shall be of Nationalized banks except SBI & advised by Govt. i.e. IDBI Bank, Axis Bank, HDFC Bank, & ICICI Bank.
4	The offer shall be valid for 90days from the date of opening of Bid.
5	Tenders without tender document fees, Earnest Money Deposit (EMD) and which do not fulfill all or any of the condition or submitted incomplete in any respect will be rejected.
6	Not more than one tender for single work shall be submitted by a tenderer. Bidder can submit the bid for the package individual. Bidder can apply as individual.
7	Conditional tender shall not be accepted.
8	Bhavnagar Municipal Corporation reserves the right to accept lowest responsive offer based on evaluation of package or rejects any or all tenders without assigning any reason.
9	The notice shall form a part of contract document.
10	The tenderer are advised to read carefully the instruction and Eligibility criteria i.e. contained in the tender documents.
11	The internet site address for E- Tender is www.nprocure.com
12	The details of above notice will be available on www.nprocure.com
13	In case bidders need any clarifications or if training required to participate in online tenders, they can contact (n)Procure Support team:- (n)Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmadabad – 380054 (Gujarat) Contact No. +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525) TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)
14	Bidders who wish to participate in this E-Tender will have to procure valid digital certificate as per information Technology Act 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e. consultancy services.

15	Bidders shall upload the tender documents after remit the tender fee and EMD in form of DD as mentioned above & same will be scan with all documents & purpose of realization of DD bidder shall sent original through RPAD up to date the last day of uploading. This should be as per details given on line and it should be remitted before the last date of uploading the tender. The intending bidders have to scan all necessary related documents. The bidders should submit all forms electronically only.
16	The tender document for these work are available only in Electronic format which Bidder can be download free of cost.
17	Bidder shall submit their offer in Electronic format on above mentioned website on or before the scheduled date and time as mentioned after Digitally Signing the same. No offer in physical form will be accepted and any such offer if received by the Bhavnagar Municipal Corporation will be out rightly rejected.
18	The Technical Bid will be opened on the specified date online on website http://www.nprocure.com . Bidders or their representative who wish to participate in online tender opening can log on to http://www.nprocure.com on the due date and time, mark their presence and participate in online tender opening. Bidders who wish to remain present at BHAVNAGAR MUNICIPAL CORPORATION premise at the time of tender opening can do so. Only one representative of each firm will be allowed.
19	Interested bidders can view detailed tender notice and download tender documents from the website i.e. http://www.nprocure.com
20	Bidders who wish to participate in online tender have to register with the website through the “New User Registration” link provided on the home page. Bidder will create login id & password on their own in registration process.
21	Bidders who wish to participate in e-Tender need to fill data in predefined forms of tender fee, EMD, experience details and Price bid only.
22	Bidder should upload scan copies of reference documents in support of their eligibility of the bid.
23	After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.
24	Bidders are requested to read carefully all instruction before submitting bid. Bidders also have to scan all documents without fail.
25	EMD & Tender Fee in form D.D. 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 concerned office as mentioned in the tender documents within up to date from the last date of uploading i.e., 2024 . For not submitting D.D. in original bidder shall be banned to participate in any tender of the Bhavnagar Municipal Corporation Board for period of 3 years as a penalties action. 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.

Contractor Signature

Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation

BHAVNAGAR MUNICIPAL CORPORATION

**Name of Work: - Beautification of a Garbage Vulnerable
Point at Different Location of
Bhavnagar Municipal Corporation Area**

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

**Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation**

MEMORANDUM OF WORKS IN BRIEF

Details of Works

1)	Name of work	Beautification of a Garbage Vulnerable Point at Different Location of Bhavnagar Municipal Corporation Area
2)	Estimated Cost -	Rs. As Per NIT
3)	Earnest Money -	Rs. As Per NIT
4)	Validity period of tender offered	180 Days
5)	Security Deposit- In the form FDR or Bank Gaurantee.(of minimum one year time limit.) (2.5% of Estimated Cost put to Tender) (i) Performance Security (ii) Cess	Total 10% of Sanctioned amount, out of which (7.5 % immediately on acceptance of the tender & balance 2.5 % will be recovered from each R.A. bill.) Performance Security 5 % will be deducted from each R.A.bill & will be released after defect liablitey period. 1 % Labour cess will be deducted from each R.A. bill.
6)	Time allowed for completion of the work from the date of written order to commence	As Per NIT
7)	Other details (i) Date on or before which the tender must be submitted Online. (ii) Mode of sending the tender (b) Tenders sent by post will be Out right rejected. (iii) Description essential to be made on bid (iv) Mode of quoting rate in Schedule "B"	As Per NIT a) Online through e-tendering only. a) Name of Work. b) Last date of Receiving the tender
		In figures as well as words Rs. As Per NIT

Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation

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DATA SHEET for B-1 E-Tendering

Details of Tender Item

Sr. No.	Name of Work	Estimated Tender Value (Rs.)	EM D (Rs.)	Tender Fee in (Rs.)	Total Security Deposit	Period for Completion of work
1.	Beautification of a Garbage Vulnerable Point at Different Location of Bhavnagar Municipal Corporation Area	As Per NIT	As Per NIT	As Per NIT	As Per NIT	As Per NIT

(B) Eligibility : Registration in **'E2' & Above Class or above** / Pre-qualification : **Same work Experience Certificat.**

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

- (i) Site Visit (if any) : On date : As per NIT
: **Venue : BMC**
- (ii) Downloading of tender : From date : **As Per NIT**
Documents start & Uploading end upto date : As Per NIT date
- (iii) Online submissions of bid : upto date : **As Per NIT**
- (iv) Submission of EMD, : Submission in electronic format only through Tender fee and other : only through online by scanning and documents in physical : then the same should be sent in original form during office hours : through R.P.A.D./Speedpost So as to reach the office of Bid Opening Authority. Executive Engineer, Solid Waste Management Department, 2nd Floor, Bhavnagar Municipal Corporation, Sir Mangalsinhji road, Kalanala, Bhavnagar.

(v) Online opening of Tender : **As Per NIT**

(vi) Bid Validity Period : 120 Days from the end date of Downloading Bids

- Bidders can download the tender documents free of cost from the website <https://tender.nprocure.com/>
- Bidders have to submit Bid in Electronic format only on above mentioned website till the date & time shown above.
- Offers in physical form will not be accepted in any case.
- Other required documents as mentioned below
 - Registration Certificate of Approved contractor
 - Bank solvency certificate. (Minimum 20% Estimate Ammount)
 - Partnership deed / Power of Attorney with certificate of registration of Firm (In case of partnership Firm)
 - Three Year Income Tax Return filed.
 - 3A Certificate
 - Agency must produce PAN Card No, G S T certificate,

- Agency must attach list of work on Hand, Attach Work Order Copy.
- Agency Must produce C.A Certified turn over certificate of the tender amount equal to or more than tender amount for last three years.
- Agency must produce Self Attached mentioning not black listed in any work earlier or left work unfinished till date.
- Agency will have to produce EMD in form of FDR as mentioned in the tender notice. (Note: EMD Exemption is not allowed.)

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 contract (n) code solution – a division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.

- (vii) (i) Bid Inviting Authority Executive Engineer, Solid Waste Management Department
Bhavnagar Municipal Corporation
- (viii) (ii) Bid Opening Authority Executive Engineer, Solid Waste Management Department
Bhavnagar Municipal Corporation
- (D) Mode of Quoting Rates Percentage 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.stafescrypt.com
3.	TCS	www.tcs.-ca.tcs.co.in
4.	MTNL	www.mtnitrustline.com

NOTICE INVITING TENDERS

1. Tender are invited on behalf of Governor of state of the Gujarat for work as per number one of this Booklet. The work is estimated to cost of **Rs. As Per NIT** This estimate however, is given as a rough guide.
2. The work is required to be completed within **As Per NIT** as per the terms of the contract conditions.
3. The contractors whose names are borne of the approved list of contractors of Gujarat State R&B Deptt / W.R. D . in **'E2' Class & Above** will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and/ or a partner shall tender for the execution of the same work. If they do so, all such tenders shall be liable to be rejected.
4. Bid Document can be downloaded & submitted in Electronic Format on Online website : **www.nprocure.com** from **As Per NIT**
5. 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-5 above.
 - (a) **Executive Engineer, Solid Waste Management Department Bhavnagar Municipal Corporation**
6. 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.
7. Submission of a tender by tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tool and plant etc. will be issued to him, by Government and local conditions and other factors bearing on the execution of the works.
8. 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 in figures in Schedule-B.
9. All rates shall be quoted on E-Tendering System.
10. 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.
11. The offered bid will be opened at **As Per NIT** hours on **As Per NIT** in the presence of bidders who may choose to remain present in the office of the Bid opening Authority Specified in Bid documents.
12. 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. As Per NIT** in favour of **Commissioner Shri, Bhavnagar Municipal Corporation** by FDR of any Nationalised Bank. Only the amount being credited to..... 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.
13. 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.
14. The Governor of the State of Gujarat does not bind himself to accept the lowest or any tender or to give any reasons for the decision.
15. This notice of tender shall form part of the contract documents For and on behalf of Governor for the state of Gujarat.

Date:

Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation

FORM B-1

Solid Waste Management Department PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

કામો માટેનું ટકાવારી -દરવાળુ ટેન્ડર અને કોન્ટ્રાક્ટ

Name of work: Beautification of a Garbage Vulnerable Point at Different Location of Bhavnagar Municipal Corporation Area

1. Competency of Tenderer – No contract will be awarded except to responsible bidders capable of performing the class of works contemplated. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within 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 dumps and as to acquisition of such additional sites and areas as may be necessary for temporary purpose for construction, completing and maintaining the works.
- 2.1 (i) The Bids shall be offered in Electronic format only on online website www.nprocure.com till the date and time shown on Page 2 supra.
(ii) Payment of Tender Fee and Earnest Money Deposit : FDR and Demand Draft for EMD and Tender fee respectively shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that EMD & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose EMD & tender fees is received electronically. However for the purpose of realization of D.D. bidder shall send the D.D. in original through RPAD so as to reach to Executive Engineer Solid Waste Management Department , Bhavnagar Municipal Corporation within mention dates from the last date of uploading. Penaltative action for not submitting D.D. in Original to E.E. 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 documents in supporting of tender bid shall be submitted electronic format only through online (by scanning etc.) & hard copy will not be a accepted separately”.
- 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 works, 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 tenderer 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.

Contractors to please read this Carefully : કોન્ટ્રાક્ટરોએ નીચે મુજબની વિગતો કાળજી પૂર્વક વાંચવા વિનંતી છે.

1. The percentage in Schedule ‘B’ must be given in figures. Amount thus worked out must also be entered in column 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 up to 20% of the tendered cost plus the amount of works on hand still to be executed will have to be produced by the contractor.
4. Challan for earnest money @ 1% of the estimated cost must accompany the tender. Tenderer may pay earnest money up to Rs.50,000/- in cash or in the form of Crossed Demand Draft or fixed deposit of fixed deposit at-call receipts with a validity period of not less than six months of Nationalised or Scheduled Bank Or F.D.Rs. drawn in favour of Executive Engineer/Divisional Officer concerned. Earnest money by cheque & Bank Guarantee shall not be accepted. (vide R & B D G.R. No. TNC/1090/(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 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 black list the contractor will be initiated without delay. (Vide R & B D.G.R. No. Misc-1097-90-1091/97-Z/C dated 4-10-97)
5. The Contractor shall have to furnish 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.
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.
7. All pages of Schedule 'A' and 'B' and specifications should be digitally initialled by the Contractor.
8. In addition to the above, the tender will also be liable to be rejected outright it.
 - (i) The bidder 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) The bidder or the person authorized to sign on behalf of the bidder does not digitally sign the bid offer.

Signature of the Contractor

Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation

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 panchyat 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 or Atithi / Vishram Gruha and in the circle as a Superintending Engineer in addition for Panchayat works not working nor having posting as chairman of P.W committee or as incumbunt in Jilla Panchayat at today

General Rules and Directions for the 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 **Executive Engineer Solid Waste Management Department-Bhavnagar Municipal Corporation** and signed by the **Executive Engineer Solid Waste Management Department BMC**.

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 Executive Engineer Solid Waste Management Department Bhavnagar Municipal Corporation for the purpose of identification shall also be open for inspection by Contractor at the office of Executive Engineer Solid Waste Management Department Bhavnagar Municipal Corporation 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 on behalf of the Governor of Gujarat, such specifications with designs and drawing shall form part of the accepted tender.

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) alongwith other documents to be dispatched physically.
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 receipts for the firm.
4. The words “at what rate, he is willing to undertake each items of work in second line of this instruction may be substituted to read as at what percentage above or below he is willing to undertake the work”.
5. The officer competent to dispose off the tenders shall have the right of rejecting all or any of the tenders.
6. 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 and binding on Government unless it is signed by the Executive Engineer Solid Waste Management Department Bhavnagar Municipal Corporation.
7. The memorandum of the work to be tendered for and the schedule of materials to be supplied by Public Works Department and there rates shall be filled in and completed by the office of the Executive Engineer Solid Waste Management Department Bhavnagar Municipal Corporation before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said officer to have it done before he completes and delivers his tender.
8. Under no circumstances shall any Contractor be entitled to claim enhanced rate for any items in this contract.
9. Every contract shall, unless exempted in writing by the Executive Engineer Solid Waste Management Department Bhavnagar Municipal Corporation concerned, produce alongwith 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.

10. 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 Executive Engineer Solid Waste Management Department decision as to what is the usual method in use in the Nagarpalika Works Department will be final.
11. The Insurance Company's bond will not be accepted against the security deposit.
- 12-A In 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 The Executive Engineer Solid Waste Management Department shall have powers to interpret and decide correct meaning of contradictory erroneous writing .
12. 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.
13. 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.
14. 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 Executive Engineer Solid Waste Management Department on close of every calender 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 the Executive Engineer Solid Waste Management Department or his representative to inspect the stock of the controlled materials stored by him at any time whenever the Executive Engineer or his representative so desire (s).
15. The tender for the work shall remain open for a period of 120 days counted from the last date of on line submission of bid.
16. This condition shall apply only when the work is awarded to Labour Co-operative society. (1) If the members of by dividing work in group and give work to piece workers, the every purpose of the scheme would be defected. Therefore the Labour Co-operative Societies will not sublect the work and the work will be executed by the members labourers of the society.
 - (2) In case where th works required to be carried out by the labourers other than the mebers of the labours co-operative societies within the man days more than 25%, prior permission of the Executive Engineer will be necessary.
 - (3) The labour Co-operative Societies shall have to allow the officers of the Co-operation Department to examine for audit purpose the museter rolls as and when required.
 - (4) Labour co-operative societies shall have to submit a quarterly return staining the monthly attendance of man days on the muster rolls of member labourers on each to the District Register as well as Executive Engineer.
 - (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) – H, dated 4-6-1986).

TENDER FOR WORK

I/ We hereby tender for the execution for the Governor of Gujarat (hereinbefore and hereinafter referred to as Government) of the work specified in the underwritten memorandum within the time specified in such memorandum at +_____Percent below / above in the estimated rates specified in Schedule 'B' (memorandum showing item of works to be carried out) and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in this tender and in Clause 13 of the annexure 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 Figures as well as words.

MEMORANDUM- યાદી

(ક) જુદા જુદા પેટા કામોનો સમાવેશ કરવામાં
આવેલતો તેવા કામોની યાદી અલગથી આપવી

૧)સામાન્ય વર્ણન

**Beautification of a Garbage
Vulnerable Point at Different
Location of Bhavnagar
Municipal Corporation Area**

(ખ) અંદાજીત ખર્ચ

ખ) અંદાજીત ખર્ચ

Rs. As Per NIT

(ગ) બાનાની રકમ

(ગ)બાનાની રકમ ૧%

Rs. As Per NIT

Security Deposit- જમીનગીરી અનામત

(i) In the form of FDR or Bank Gaurantee (of minimum one year time limit.) (2.5% of Estimated Cost put to Tender)

Total 10 % of Sanctioned Amount, out of which (7.5 % immediately on acceptance of the tender & balance 2.5 % will be recovered from each R.A. bill.)

(ii) Performance Security

Performance Security 5 % will be deducted from each R.A.bill & will be released after defect liablitey period. 1 % cess will be deducted from each R.A. bill

(iii) Cess

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

(f) Time allowed for the completion of work from date of written order to commence As per NIT.

Give Schedule where necessary, showing dates by which the various items are to be completed :

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

(Receipt No.....datedfrom the Government Treasury or Sub-Treasury atin respect of sum Rs.is forwarded herewith representing the earnest money + (a) the full of value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with Clause I of the said conditions otherwise the said sum of above Rs. shall be refunded.)

Contractor Address /
, Dated the
.....Day of200..... 200
(Witness)
.....
(Address).....
(Occupation)

The tender is hereby accepted by me on behalf of the Governor of Gujarat.
Dated the Day of200

EXECUTIVE ENGINEER (or his authorised assistant Division.

+ Strike out (a) if no cash Earnest Money is to be taken * Amount to be specified in words and figures

x Signature of Contractor before submission of tender

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

TERMS & CONDITIONS OF CONTRACT

CLAUSE 1 : Security Deposit :

The person / persons whose tender is accepted (hereinafter called the “Contractor” which expression shall, unless excluded by, or repugnant to the context include his Legal heirs, executors, administrators and assigns) shall (a) **Deposit with the The Executive Engineer Solid Waste Management Department a sum sufficient to make up the full security deposit specified in the tender or Government securities (as mentioned in para 208 of Gujarat Public Works Department Manual Vol.1) duly transferred in the name of the Commissioner Bhavnagar Municipal Corporation or fixed deposit receipts or Term Deposits of in the name of the Commissioner, Bhavnagar Municipal Corporation within a period of 10 days from the date of receipt of the Notification of acceptance of his tender,** or (b) (I) deposit Seventy five Percentage of the total security deposits as specified in the tender form with the Commissioner, Bhavnagar Municipal Corporation or in form of FDR or Bank Guarantee of nationalized bank. However, the Contractor can deposit twenty five percentage of total security deposit in the form of Govt. security of Scheduled or Nationalised banks or FDR duly transferred in the name of the Commissioner, Bhavnagar Municipal Corporation 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 authorized to deduct the balance of fifty percentage of the security deposit as specified in the tender form from the amounts that become payable to the contractor for the work done under the contract from time to time, such deduction shall not exceed ten percentage of the amount so payable and the whole amount paid in cash or by way of deduction shall be held by Government by way of security deposit. For the works whose estimated amount is more than rupees fifteen lacs, the Contractor shall have to give the performance bond of any schedule bank equivalent to five percentage of the estimated amount put to tender along with the initial security deposits. All compensation, Liquidated damages or other sums or money payable on account of provision in free maintenance guarantee period by the contractor to Government under the terms of this contract shall be deducted from or recouped by the realisation of a sufficient part of his security deposit, or from the interest arising there from or performance bond or from any sums which may due or may become due by Government to the Contractor on any account whatsoever and whether in respect of this contract, any other contract, or otherwise in the event of his security deposit being reduced by reason of any such deduction or 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 Commissioner, Bhavnagar Municipal Corporation 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 t. 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 of the security deposit shall be refunded after the expiry of the Defect Liability period as per Clause 17 and 17-A after deducting there from the amount of expenses, if any due to Government under this contract. (See Perfmance Bond on Page 41)

CLAUSE 2 : Liquidated damages for delay :-

(i) If the Contractor fails to complete the work under contract by the stipulated date, he shall pay liquidated damages of at the rate of 0.1* percentage of the contract value per day from the date of delaying the said work up to 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 & C D 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 0.10 Percentage of contract value per day and shall be subject to the maximum amount of ten percentage of the estimated amount put to tender.

(iv) Delays requiring payment of ten percentage liquidated damages of the amount put to tender for performance shall be sufficient causes for termination of contract and for forfeiture of security deposit including amount of performance bond in respect of works estimated to cost more than Rs.15 lacs, for. Performance and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases. (See Schedule (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 Executive Engineer Solid Waste Management Department 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 Executive Engineer Solid Waste Management Department 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 The Executive Engineer Solid Waste Management Department shall, notwithstanding that the general progress of the work is satisfactory, in accordance with Clause 2 be entitled to take necessary action under Clause 3 after giving the Contractor ten day's notice in writing and the contractor shall have no claim whatsoever for any compensation for any loss caused to him due to such action.

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

CLAUSE 5 :

In any case in which any of powers conferred upon the The Executive Engineer Solid Waste Management Department by clause-3 hereof shall have become exercisable and the same shall not have been exercised, the non-

exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not with standing be exercisable at any future date.

CLAUSE 5 A:

In the event of the Engineer-in –charge taking action under clause 3, he may if so desire take possession of all or any tools, plants, machineries materials and stores in or upon the work or the site 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 expenses or shall remove them by auction or private sale at the risk and cost of the contractor in all respects, and the certificate of the Engineer-in-charge as to the expenses of any such 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 Executive Engineer Solid Waste Management Department 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 Executive Engineer Solid Waste Management Department Bhavnagar Municipal Corporation, 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 The Executive Engineer Solid Waste Management Department 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 respect then :-

(i) For all works costing upto Rs.50 lacs (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 measurement 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 lacs (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 scaffolding, sheds and surplus materials, except such as are required for rectification of defects; rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor for the workmen and cleared all dirt form all parts of building(s) in, upon or around which the work has been executed or of which he may have possession for the purpose of the execution thereof and cleared floors, gutters and drains, cased doors and sashes, oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-charge or his

representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the contractor shall fail to comply with any of the requirements of these conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may, at the expenses of the contractor, fulfill such requirements and dispose of the scaffolding, or surplus materials and rubbish etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually released by the sale thereof less the Cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expenses of fulfilling such requirements is more than the amount realised such disposal as aforesaid the contractor shall forthwith, on demand, pay such excess. The Engineer-in-charge shall also have the rights to adjust the amount of excess against any amounts that may be payable to the contractor.

CLAUSE 8:

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

CLAUSE 9 :

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

CLAUSE 10: Bills to be submitted monthly:

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

CLAUSE 11 :

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

CLAUSE 12 :

If the specification of the work provides for the use of any special description of materials to be supplied from the Departmental Store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged therefore as here in after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum here to

annexed) the contractor shall be supplied with materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sum then deposit, or the proceeds of sale thereof, if the deposit is held in govt. Securities , the same or a sufficient portion thereof shall, in that case be sold for the purpose . All materials supplied to the contractor shall remain the absolute property of Govt. and shall on no account be removed from the site of the work, and shall at all time , be open to inspection by the Engineer-in-charge. Any such materials, unused and in perfectly good condition at the time of completion or termination of the contract , shall be returned to the Departmental store if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with the consent in writing of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.

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

CLAUSE 12A :

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

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

CLAUSE 12B:

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

CLAUSE 13:

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

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

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

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

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

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

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

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

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

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

CLAUSE 14.1 :

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

14.2. Except that when the quantity of any item exceeds the quantity as in the tender by more than 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 Superintending Engineer as to the nearest comparable item shall be final and binding on the contractor.

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

(iii) If it is not possible to arrive at the rate from (i) and (ii) above, such class of work shall be carried out at the rate decided by the competent authorities on the basis of detailed rate analysis after hearing the

contractor before a Committee of two Superintending Engineers stationed at the same place or the nearest place.

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

Where, however, the work is to be executed according to be the designs, drawings and specification recommended by the contractor and accepted by the competent authority , the alternation above referred to shall be within the scope of such designs, drawing and specifications appended to the tender.

The time limit for the completion of the work shall be extended in the proportion that the increase in the cost occasioned by shall be final and conclusive.

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

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

If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever, require the whole or part of the work, as specified in the tender, be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing, stating the fact to the Contractor who shall thereupon suspend or stop the work totally or partially, as the case may be. In any such case , except as provided hereunder, the Contractor shall have no claim to any payment or compensation whatsoever except as provided hereunder on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour required by him. He shall not have also any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

(1) However, the contractor will be entitled for compensation for loss, if any on the date of notice, for the purchased materials or for the contract executed for the material to be purchased 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 working for 7 days prior to the notice and would not be in a position to get employment elsewhere within 7 days from the date of such notice . The contractor should try to employ such unemployed labourers at other places from the date of such notice.

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

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

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

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&BD. G.R. No. TNC – 1096 IB – 143 (16) – C dated 11-1-99)

CLAUSE 16: Time limit for unforeseen claims:

The contractor shall not be entitled to any compensation from Government on any account unless where allowed by the conditions of this contract. In such cases the contractor shall have to submit a claim in writing to the Executive Engineer Solid Waste Management Department Bhavnagar Municipal Corporation within one month of the cause of such claim occurring.

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

If at any time before the expire of Defects Liability period as detailed in Clause 17-A . It shall appear to the Engineer-in-charge or his sub-ordinate in charge of the work that/any work has been executed unsound, imperfect or unskilled workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound , or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained for may have been passed, certified and paid for the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified in whole or in part and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate of the rectification for every day not exceeding ten days during which the failure so continues and in the event of any such failure as aforesaid continuing beyond ten days, the Engineer-in-Charge may rectify or remove, and re-execute the work or remove and replace the materials complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-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 expenses any defect which may develop or may be noticed before the period mentioned hereunder from the certified date of completion. The Engineer-in-charge shall give the contractor a notice in writing about the defects and the contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the part of the contractor, the Engineer-in –charge may rectify or remove or re-execute the work at the risk & cost of the contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, incurred by him in rectification, removal or re-execution. The Defects Liability period shall be as under

- (a) for all works costing upto Rs.50.000 (amount put to tender) the period shall be 3 months from the certified date of completion.
- (a) for all works costing more than Rs. 50.000 and upto Rs. 1 crore (amount put tender), the period shall be 12 months from the certified date of completion of one monsoon, whichever is later.
- (b) For major project costing more than Rs. 1 crore, the period shall be 36 months from the certified date of completion which should include one monsoon.
- (c) For building works, the period specified in (a), (b) or (c) above elapse of monsoon period following the certified date of completion, whichever is later, for the purpose of deciding the monsoon period,

the 30th September may be treated as the last date.

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

CLAUSE 18:

(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 Engineer when the cost of work is less than Rs.15 lakhs but more than Rs.5 lakhs.
4. Minimum one Diploma Civil Engineers 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 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 thereof taken before the same is so covered up or placed beyond the reach of measurement and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

CLAUSE 20:

If the contractor or his workmen, or servants shall break, deface, injure or destroy any part of the building or the work in a question in/on which they may be working or any building, road, fence, enclosure or grassland 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 causes 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 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 therefore 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 setting 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 expenses 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 that may be brought by any person for injury sustained. Owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may, with the consent of the Contractor, be paid in compromising any claim by any such person.

CLAUSE 21A: The Contractor shall provide suitable scaffolds and working platforms, gangways and stairways, and shall comply with the following regulation 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
- (h) 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.
- (e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
- (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 –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 tripping 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 (to be specified) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.

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

(ii) 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 (4.25 mt) 14 ‘ (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 place .

(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 hoisting machine having a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated.

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

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

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

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 Superintending Engineer, on appeal , shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damages in the manner prescribed in clause 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 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 any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under contract .

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

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

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 Superintending Engineer :

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

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.

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

(iv) 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.

(v) 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.

(vi) 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.

(vii) 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 .

(viii) The reduction of rates as may be fixed by the Engineer-in-Charge under clause 17 for the inferior work or materials as accepted or made use of.

(ix) The amount of compensation payable by the contractor for damages as estimated and assessed under clause 23.

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

(2) The provision of Section-21 of the GPWD dispute Arbi. Tribunal Act –92 & order issued by the Govt. in connection with this Act will now apply for Arbitration (As per Government in N. & W.R.D. letter No. SUT/1090/2679/K2 dt. 9/2/94 .

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

(4) The awards declared by the arbitrator should be speaking award, giving reasons and calculations for every item of claims. The decision will have to be implemented by all the departments of the State Government and Public Sector Enterprises of Gujarat. (Resolution F.D.No. PB/1088/735/KT/Sachivalaya/Gandhinagar 5th October 1988.)

(5) Incase of dispute leading to the contractor or Government of Gujarat approaching to Court of Law, it shall be within the jurisdiction where the site of work is situated.

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

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

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

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

CLAUSE 31 : Deleted

CLAUSE 32 : Lump sum in estimates :

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

CLAUSE 33 : Action where no specifications :

In the case of work for which there is no such specification, such work shall be carried out tin 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 : Defination 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 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 if the bill :

Percentage referred to in the tender shall be deducted from / added to the gross amount of the 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 of 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 Executive Engineer (Authority :- R & B D Circular No. TNC – 2286 – UO – 39 (19) – C dated 23-10-1989.)

Clause 37: Compensation under the workmen's compensation Act :

The contractor shall be responsible for and shall pay compensation to his workman payable under the Workman's Compensation Act. 1923 (VIII of 1923) hereinafter called the said Act) for injuries caused to the workman. If such compensation 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 under sub section 12(2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.

CLAUSE 37-A

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

Clause 37-B:

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

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

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

Clause 38 :

The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the tender. In the case of increase in the quantities by more than 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 of 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 on account of delay in making available the full site of land at a time.

Clause 41 :

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

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 person are not available, then the children below the age of 15(Fifteen years) should not be employed under any circumstance.

(II) No contractor shall employ donkeys or other animals with branching of string or thin rope. The branching must be at least three inches wide and should be of tape (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 sanctioned tendered 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 shed and shelter to the workers/ labourers and their children on Government works 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 cash.

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

Clause 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 may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons, wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation 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 : The 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) the 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) /Workers(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 : Liabilities of Contractor (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 charge 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 employment where available on normal rate.

Clause 55 : Local on Hire and rental charges :

The contractor shall have to engage local labour and person seeking employment where available on normal rental rate.

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

Clause 57 : Camp Facility to Worker

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 tress 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 water for the use of labourers. This provision shall be at the rate of not less than 4.5 liters per head . No provision need-be made where there is a suitable nala , river or well within 0.4 km of the camp. However arrangement should as far as possible, be made to chlorinate water by chlorinated tables 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 female are employed , there shall be at least one latrine for every 25 females . (b) Where males are employed there shall be at least one latrine for every 25 males provided that where the number of males or female exceed 100 , it shall be sufficient if there is one latrine for every 25 males or females , as the case may be up to the first 100 and one for every 50 thereafter.
- 4. Privacy in latrines :** Every latrine shall be under cover and so partitioned off as to secure privacy , and shall have a proper door and fastenings.
- 5. Notice to be displayed outside latrines and urinals :** (1) Where workers of both sexes are employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority f the workers For Men Only or For Women Only : as the case may be.
(2) The notice shall also bear the figures of a man or of a women, as the case may be .
- 6. Urinals :** There shall be at least one urinal for male/female workers up to 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 up to the first 500 and one for every 100 males or females or part thereof.
- 7. Latrines and Urinals to be accessible :** (1) The latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment . (2) (i) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times (ii) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- 8. Water for latrines and urinals :** Water shall be provided by means of pipes or tanks or otherwise, so also be conveniently accessible in or near the latrines and urinals.
- 9. Bathing and washing places :** (1) The contractor shall construct sufficient number of bathing places. Every unit of 20 persons being provided with a separate bathing place. (2) Washing places should also be provided for the purposes of washing clothes. Every unit of 30 persons shall have at least one washing place. (3) Such bathing and washing 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 as way as not to cause nuisance. The contractor should obtain a permission from the Gujarat Water Pollution Control Board, Gandhinagar if Water is so be drained in river or near the well . The contractor would put malaria oil once in a week in stagnant water round about the residence.

- 11. Medical facilities :** The contractor shall engage a medical officer with a traveling dispensary for a camp having 500 or more persons if there is no Government or other private dispensary situated within 6 km. 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 . Atleast one sweeper per 200 persons should be engaged. Conservancy staff should dump refuse in compost pit, away from the labour camp.
- 13. Health Provisions :** The District Health Officer of the District or the Deputy Director of Health Service shall be consulted before opening a labour camp and his instructions on matters, such as the water supply, sanitary convenience, the camp-site, accommodation and food supply shall be followed by the contractor.
- 14. Precautions against epidemic :** (a) The authorities in charge of the colonies should get the 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 colonies is suffering from the infectious or contagious disease , they shall forthwith arrange for the segregation of such persons to isolated huts to be specifically provided for the purpose and also for their treatment (e) As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labour colonies should report promptly the occurrence of unusual incidence of cases of malaria and also inform the District Health Officer of the District, Deputy Director of Public Health (Malaria) and the Director of Public Health and also arrange to institute all necessary anti malarial measures as may be advised by the officials of the Public Health Department. (f) The authorities in charge of the colonies should also arrange to carry out any other measures that may be recommended by the officials of the Public Health Department necessary to prevent or control the spread of disease.
- 15. Rest rooms:** (1) In every place where in contract labour is required to halt at night in connection with the contract works and in which employment of contract labour is likely to continue for three months or more, the contractors shall provide and maintain rest rooms or other suitable alternative accommodation within fifteen days of the employment of contract labour.
- (2) If the amenity referred to in sub rule is not provided by the contractor within the period prescribed, the employer shall 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.

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 employed 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 guarding and taking of the necessary safety measures for all works comprised in the contract and for the proper provision of temporary road, way, foot-way , guards, fences, caution notices, etc. as far as the same may be rendered necessary by reasons of the work for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and the public and shall remain responsible for any accident that may occur on account of his failure to take proper & timely precautions.

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

CLAUSE 62 : LIABILITY OF ACCIDENTS TO PERSONS :

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

(a) On the occurrence of an accident, which result in death of workmen employed by the contractor or which is so serious as likely to result in death of any such workmen the contractor, shall within 24 hours of happening of such accident(s) intimate, in writing to Engineer-in-Charge the fact of such accidents. 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 to the provisions of the said act in regard to such accident(s).

(b) In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act. whether by the contractor or by the Government as principal Employer, it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the Contractor, such sum or sum of money as may, in the opinion of the Engineer-in-charge, be sufficient to meet such a liability, The opinion of the Engineer-in-charge shall be final regard to all matters arising under this clause.

CLAUSE 63 : ACCESS TO SITE AND WORK ON SITE :

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

contractor of his responsibilities and duties regarding progress or any other obligation under the contract

- (ii) A classified weekly return in the suitable form of the number of person employed on the works during the preceeding week.
- (iii) A weekly medical report in the suitable form showing the health of the contractor's camp. The number of persons ill or incapacitated 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, coins, antiquites, relic, fossils or other articles or value of interest whether geological, archaeological or any other such treasure & other things hall be deemed to be the absolute property of the Government and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-charge , form time to time, and relieve the same to such persons as the Engineer-in-charge may appoint.

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

CLAUSE 66 : Indemnity :

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

CLAUSE 67 :Insurance of Laborus :

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

CLAUSE 68: Setting Out :

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

order to start the work, the progress schedule in quadruplicate indicating the date or starting. The monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of, procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item, order and manner in such it is proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Engineer-in-charge. Further the dates for the progress, as in this schedule shall be adhered to.

- (a) in case it is sound necessary, at any stage to alter the schedule. the contractor shall submit in good, time a revised schedule incorporating necessary modification proposed and get the same approved from the Engineer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Engineer-in-charge is further empowered to ask for more detailed schedule or schedule. any by week, for any item or items and the contractor shall supply the same as and when asked for.
- (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 alter the order of the work of any part thereof and the contractor shall after receiving such direction, proceed in the order directed. The contractor shall also revise the progress. Schedules accordingly and submit four copies of the revised schedule to the Engineer-in-charge within seven days of the said Engineer's direction to alter the order of works.
- (c) The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress-schedule, The working and shift shall comply with all the Government regulations in force and shall be such, as may be approved by the Engineer-in-charge and the same not be varied without the prior approval of Engineer-in-charge.
- (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 advise 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 may be approved by the Engineer-in-charge.
The contractor shall submit four copies showing the progress of the work in the form of a chart etc. at periodical intervals as may be specified by Engineer-in-charge.
- (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 and shall not entitle the contractor to any extra payment.

CLAUSE 73 :

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 license to the Deputy Executive Engineer before the work is started.

CLAUSE 74 : One percent of estimated cost put to tender for this work after deducting the cost of materials as per Schedule 'A' valued at basic rate in the sanctioned estimate shall be deducted from the running account bills of the contractor for testing the quality of materials and workmanship, no additional testing charges in addition to the above shall be recovered from the contractor (Applicable to R & B Works only) (G.R.No. R & B TNC-1085-4-C, Dated 20-12-91)

The engineer in charge will get the cement and steel tested in laboratories of GERI, Engineering colleges, Polytechnics, Engineers India Ltd., DGTD and other laboratories approved by R&B or water resources department or industries department and the test results of these laboratories will be binding to the contractor above suitability of use of materials (R&B D GR NO.TNC-1088-IB- 220-18-C dated: 31-5-05).

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

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

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

- | | |
|--|--|
| 1. Penetration test as per I.S. 1203 | 2. Softening point test as per I.S. 1204 |
| 3. Ductility test as per I.S. 1208 | 4. Viscosity test as per I.S.1206 |
| 5. Specific 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 75 - Mobilisation Advance :

Mobilisation advance to the extent of 5% of the estimated cost may be granted at the commencement of the work after the contractor has set of camp on site has brought machinery, equipment and centering etc. For well-sinking and has completed the work of service road, water supply and lighting arrangements on the site of work. **Which are estimated to cost over Rs. 40 Lacs.**

1. The advance bill carry a simple interest at the rate of 18 (Eighteen) % per annum.
2. The recovery of advance shall commence from the sixth month from the month in which the advance is paid and full recovery of advance and interest shall be completed by the end of 16 (Sixteen) Month from the date of issue of work order in other words, the recovery of advance and interest will spread over a spell of 10 (Ten) months or less as above in equal installments.
3. Bank Guarantee from a scheduled commercial bank shall have to be produced for the amount of advance applied for, the bank guarantee can be scaled down to the extend of recovery of advance.

Mobilisation advance will be treated as interest bearing refundable loan for the purpose, the responsibility of the contractor for the refund of mobilization advance is absolute and not dependent upon the completion of the work. The contractor will have to refund the advance with accrued interest irrespective of the fact whether the contract is breached by either party or abandoned or finalized prematurely. (Govt. R&B Deptt. Reso. No. TCF-1382/(8) J, Dated 22-4-1985.

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

ANNEXURE - 1

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

To

The Executive Engineer-SWM
Bhavnagar Municipal Corporation :

PLACE : Bhavnagar

DATE :

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

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

I/We hereby agree to intimate 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 paid by me/us is not returned to me/us.

Dated Signature of Tenderer

ANNEXURE - 2

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 Nationalised Bank)

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

Contract No. and date of Contract

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

THE CONDITION OF THIS OBLIGATION IS SUCH : That whereas the principals have entered in to a contract with the Employer numbered and dates as shown above and hereto attached for the execution of work **Tree plantation with and without treeguard**

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

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

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

In the presence of witness

Principal

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

ANNEXURE - 3

LIST OF WORKS ALREADY COMPLETED BY THE TENDERER

Sr. No.	Name of work	Place	Cost on completion	Time taken in months To complete the wo	Remarks
1	2(a)	2(b)	3	4	5

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

ANNEXURE - 4

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

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

ANNEXURE - 5

DECLARATION REGARDING WORKS ON HAND WITH TENDERER

Sr. No.	Name of work	Place	Estimate Cost	Date of issue of work order	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

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'

Schedule showing (approximately) the to be supplied from the Public works Store for work Contracted to be executed and the rates at which they are to be charged for

Particular	Approximate quantity	Rate at which the materials will be charged to the contractor		Place of delivery
		Unit	Rate in rupees	
-- NIL --				

Note 5 : The person or firms submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge before the issue of the form prior to the submission of the tender.

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

SCHEDULE ' B'

Memorandum showing items of works to be carried out :

items No.	Quantities estimated ou may be more less	item of work	Tendered Rates	Unit	Total amou according estimated quantities
1	2	3	4	5	6
		AS PER ATTCHED SHEDULE OF QUANTITY			

I / We am / are willing to carry out the work at% above / below .percentage (should be written in figures and words) of the estimated rates mentioned above.

Amount of my/our tender works out as under.

Estimated Amount put to

Tender Rs. _____

Deduct _____% Below.

Net Rs. _____

Rs. In words _____

Estimated Amount put to

Tender Rs. _____

Add _____% Above.

Total Rs. _____

Rs. In words _____

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

Notes 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.

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

Notes 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 to be paid by the Contractor, if he fails to complete the part of work within stipulated time limit is as detailed below :

Time Schedule of Completion

Percentage of time of the total time limit	Percentage of work	Rate of liquidated damages per day
1	2	3
Earth Work		
25%	16%	0.1%
50%	50%	0.1%
75%	75%	0.1%
100%	100%	0.1%
Building Work		
25%	10%	0.1%
50%	40%	0.1%
75%	80%	0.1%
100%	100%	0.1%
Road work		
25%	25%	0.1%
50%	50%	0.1%
75%	75%	0.1%
100%	100%	0.1%

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

Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation

BANK GUARANTEE

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

1. Therefore, we hereby affirm that we are guarantors on behalf of the Tenderer up to total rupees _____ (in words) Rs. _____ (in figures) and we undertake to pay to **Bhavnagar Municipal Corporation** Department of Government of Gujarat the _____ (name of Govt. previous notice of judicial or to be specified). Up to his first written demand, without demur, without delay and without the necessity of a previous notice of judicial or administrative procedures and without the necessity to prove to the Bank the defects or shortcomings or debits of the contractor any sum within the limit of Rs. _____.
2. We further agree that the Guarantee herein contained, shall remain in full force and effect during the period that would be taken for the acceptance of tender.

However, unless a demand of claim under this guarantee is made on us in writing on or before the _____ (Date to be specified – will not be less than 180 days from the date of receiving the tender) we shall be discharged from all liabilities under the guarantee thereafter.

3. We undertake not to revoke the guarantee during it currency except with the previous consent of the **Bhavnagar Municipal Corproation** in writing.
4. We lastly undertake not to revoke the guarantee for any change in constitution of the Tenderer or of the Bank .

Date

Signature & Seal of Guarantor

Bank Address

**Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation**

Bhavnagar Municipal Corporation

**Name of Work :- The Beautification Work of GVP Point in 10 Various Location in Bhavnagar Municipal Corporation area under
NIRMAL GUJARAT 2.0 Grant
SCHEDULE - B2**

Sr. No.	Work Name	Main Item	Total Units / Size (Qty)	Rate per unit/size	Total Cost
1	Benches made from C&D waste with cleaning and Miscellaneous works	Benches made from C&D waste	4 Nos.	7750	31,000.0
2	Fountain tub and Sprinklers	Fountain	2 Nos.	100000.00	2,00,000.0
3	lighting	Lighting in Fountain	2 Nos.	5000.00	10,000.0
4	Making Garden	Garden	4700 Sq.Ft	50.00	2,35,000.0
5	Excavation	Otta (2500 Sq. Ft)	800 Cum	3.00	2,400.0
6	filling	Otta (2500 Sq. Ft)	1900 Cum	5.00	9,500.0
7	PCC	Otta (3600 Sq. Ft.)	21876	3.00	65,628.0
8	Plaster	Otta (3600 Sq. Ft.)	2154 Sq. M.	20.00	43,080.0
9	colour work	Otta (2500 Sq. Ft)	605 Sq. M.	5.00	3,025.0
10	Labour	Otta	10 Man	400.00	4,000.0
11	Miscellaneous work	Otta	4700 Sq.Ft	7.90	37,000.0
12	Material Cost (Cement, Sand Aggregate ,Brick	Otta	100 Sq. Ft.	70.00	7,000.0
13	Making Sculpture	Sculpture	4 Nos.	47500.00	1,90,000.0
14	Tree plantation	Tree plantation	100 Nos.	50.00	5,000.0
15	Twin bins	Twin Bins	120 liter - 2 Set	5000.00	10,000.0
16	Making Vertical Garden	Vertical garden	320 Sq.Ft	700.00	2,24,000.0
17	3 D wall painting	wall painting	400 Sq. Ft.	150.00	60,000.0
18	Mild steel scrap + labour / making charges , insatallation and fitting	Waste art from metal scrap	100 Kg	1300.00	1,30,000.0
19	Waste to art from plastic scrap making and installation +labour / making charges , insatallation and fitting	Waste to art from plastic scrap making and installation	500 KG	96.00	48,000.0
20	PCC	Waste to art from plastic scrap making and installation	3 Cum	3646.00	10,938.0
Total					13,25,571.00

Note :: Above all kinds work should be done as per the instruction given by Executive Engineer Solid Waste Management Department

Executive Engineer

Solid Waste Management Department
Bhavnagar Municipal Corporation

Bhavnagar Municipal Corporation

Name of Work :- The Beautification Work of GVP Point in 10 Various Location in Bhavnagar Municipal Corporation area under NIRMAL GUJARAT 2.0 Grant

ABSTRACT

Sr. No.	Name of Work	Estimate Amount
1	Development of Sculpture and Green area in Bhavnagar Municipal Corporation Area @ Near Central Salt	1,00,903
2	Development of Fountain, Sculpture and Green area in Bhavnagar Municipal Corporation Area @ Opp. Muktalaxmi Vidyalaya, Haluriya chawk	1,50,903
3	Development of Sculpture, Green area and Waste to art from plastic scrap making and installation in Bhavnagar Municipal Corporation Area @ Near Bhilwada Nand Ghar	1,80,903
4	Development of Wall painting and Green area in Bhavnagar Municipal Corporation Area @ Near Maharana Pratap School, Washing Ghat	1,22,118
5	Development of fountain , Green area and Waste to art from plastic scrap making and installation in Bhavnagar Municipal Corporation Area @ Shantinagar Gate, Opp. Gayatri Mandir	1,64,903
6	Development of Sculpture and Waste to art from plastic scrap making and installation in Bhavnagar Municipal Corporation Area @ Near Trupti Derasar, Opp.Samrat Flat	99,938
7	Development of Green area and Tree Plantation in Bhavnagar Municipal Corporation Area @ In front of Fatima School, Parul Society Road	70,000
8	Development of Green area and Waste to art from plastic scrap making and installation in Bhavnagar Municipal Corporation Area @ Anandnagar Trikon Garden	2,05,903
9	Development of Green area and Sculpture in Bhavnagar Municipal Corporation Area @ Vir Savarkar Primary School, Prabhudas Talav	1,20,000
10	Development of Green area and wall painting in Bhavnagar Municipal Corporation Area @ Behind Doctor Hall, Near Urinal	1,10,000
Total		13,25,571

1) DEVELOPMENT OF G.V.P POINT AT CENTRAL SALT
Name of Beautification Work :- Sculpture and Green Area

Central Salt (Estimated Cost)						
Sr.No		Items	Unit Cost	Quantity	Unit	Total Cost
1		Otta of 10*10 Sq.Ft.				
	i	Excavation	160	3	cum	480
	ii	filling	380	5	cum	1,900
	iii	PCC	3,646	3	cum	10,938
	iv	Plaster	359	20	sqm	7,180
	v	colour work	121	5	sqm	605
	vii	Labour	400	2	1 day	800
	vii	Miscellaneous	4,000	1		4,000
	A.	TOTAL				25,903
2	B.	Gardening	500	50	sq.ft	25,000
3	C.	Sculpture	1	1	nos	50,000
		GRAND TOTAL(A+B+C+D)=				1,00,903

Contractor Sign.

Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation

2) DEVELOPMENT OF G.V.P POINT OPP. MUKTALAXMI VIDYALAYA, HALURIYA CHAWK

Name of Beautification Work :- Gardening and Fountain

Muktalakshmi school						
Sr.No		Items	Unit Cost	Quantity	Unit	Total Cost
1		Otta 10*10 ft				
	i	Excavation	160	3	cum	480
	ii	filling	380	5	cum	1,900
	iii	PCC	3,646	3	cum	10,938
	iv	Plaster	359	20	sqm	7,180
	v	colour work	121	5	sqm	605
	vii	Labour	400	2	1 day	800
	vii	Miscellaneous	4,000	1		4,000
		TOTAL				25,903
2	B.	Gardening	500		sq.ft	20,000
3	C.	Fountain				
	ii	Fountain tub and Sprinklers	1,00,000	1	nos	1,00,000
	ii	lighting	5,000	1	nos	5,000
TOTAL						1,50,903

Contractor Sign.

Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation

3) DEVELOPMENT OF G.V.P POINT NEAR BHILWADA NAND GHAR

Name of Beautification Work :- Vertical garden, sculpture ,

Waste to art from plastic scrap making and installation

Bhilwara Nand Ghar						
Sr.No		Items	Unit Cost	Quantity	Unit	Total Cost
1		Otta 10*10 ft (approximately)				
	i	Excavation	160	3	cum	480
	ii	filling	380	5	cum	1,900
	iii	PCC	3,646	3	cum	10,938
	iv	Plaster	359	20	sqm	7,180
	v	colour work	121	5	sqm	605
	vii	Labour	400	2	1 day	800
	vii	Miscellaneous	4,000	1		4,000
		TOTAL				25,903
2	B.	vertical garden	700	120	sq.ft	84,000
3	C.	sculpture	50,000	1	nos	50,000
4	D.	Waste to art from plastic scrap making and installation	70	300	kg	21,000
TOTAL						1,80,903

Contractor Sign.

Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation

4) DEVELOPMENT OF G.V.P POINT Near Maharana Pratap School, Washing Ghat

Name of Beautification Work :- Vertical garden and Wall Painting

Near Maharana Pratap School, Washing Ghat						
Sr.No		Items	Unit Cost	Quantity	Unit	Total Cost
1		Otta 10*10 ft				
	i	PCC	3,646	3	CUM	10,938
	ii	PLASTER	359	20	SQM	7,180
	iii	Miscellaneous	4,000	1		4,000
	A.					TOTAL
						22,118
2	B.	vertical garden	700	100	sq.ft	70,000
3	C.	wall painting	30,000	1	nos	30,000
						TOTAL
						1,22,118

Contractor Sign.

Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation

5) DEVELOPMENT OF G.V.P POINT AT SHANTINAGAR GATE, OPP. GAYATRI MANDIR

**Name of Beautification Work :- Fountain, Green Area,
Waste to art from plastic scrap making and
installation**

Shanti Nagar Gate, Infront Of Gaytri Mandir						
Sr.No		Items	Unit Cost	Quantity	Unit	Total Cost
1		Otta 10*10 ft (approximatly)				
	i	Excavation	160	3	cum	480
	ii	filling	380	5	cum	1,900
	iii	PCC	3,646	3	cum	10,938
	iv	Plaster	359	20	sqm	7,180
	v	colour work	121	5	sqm	605
	vii	Labour	400	2	1 day	800
	vii	Miscellaneous	4,000	1		4,000
	A.	TOTAL				25,903
2	B.	Garden	500		sq.ft	20,000
3	C.	Fountain				
	i	Fountain tub and Sprinklers	1,00,000	1	nos	1,00,000
	ii	lighting	5,000	1	nos	5,000
4	D.	Waste to art from plastic scrap making and installation	70	200	kg	14,000
TOTAL						1,64,903

Contractor Sign.

Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation

6) DEVELOPMENT OF G.V.P POINT NEAR TRUPTI DERASAR,OPP.SAMRAT FLAT

Name of Beautification Work :- Sculpture and Waste to art from plastic scrap making and installation

Trupti Derasar, Infront of Smrat Flats						
Sr.No		Items	Unit Cost	Quantity	Unit	Total Cost
	I	PCC	3,646	3	cum	10,938
	ii	Labour	200		sq.ft	4,000
	iii	Miscellaneous	4,000			4,000
	iv	Maintenance and repair	5,000	1		5,000
		TOTAL				23,938
2	B.	Gardening	500		sq.ft	20,000
3	C.	Sculpture	40,000	1	nos	40,000
4	D.	Benches made from C&D waste	4,000	4	nos	16,000
TOTAL						99,938

Contractor Sign.

Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation

7) DEVELOPMENT OF G.V.P POINT Infront Of Fatima School, Parul Society Road**Name of Beautification Work :- Green area and Tree Plantation**

Infront Of Fatima School						
Sr.No		Items	Unit Cost	Quantity	Unit	Total Cost
1	i	CLEANING				10,000
	ii	Miscellaneous				5,000
		TOTAL				15,000
2	B.	Gardening	500		sq.ft	50,000
3	C.	Tree plantation	100	50	nos	5,000
TOTAL						70,000

Contractor Sign.

Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation

8) DEVELOPMENT OF G.V.P POINT Anandnagar Trikon Garde

Name of Beautification Work :- Green area and Waste to art from plastic scrap making and installation

Anand Nagar trikon Garden						
Sr.No		Items	Unit Cost	Quantity	Unit	Total Cost
1		Otta 10*10 ft				
	i	Excavation	160	3	cum	480
	ii	filling	380	5	cum	1,900
	iii	PCC	3,646	3	cum	10,938
	iv	Plaster	359	20	sqm	7,180
	v	colour work	121	5	sqm	605
	vii	Labour	400	2	1 day	800
	vii	Miscellaneous	4,000	1		4,000
		TOTAL				25,903
2	B.	Gardening	500		sq.ft	50,000
3	C.	Waste art from metal scrap				
	i	Mild steel scrap	100	1000	kg	1,00,000
	ii	labour / making charges , insatallation and fitting	30,000	1		30,000
		TOTAL				2,05,903

Contractor Sign.

Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation

9) DEVELOPMENT OF G.V.P POINT Vir Savarkar Primary School, Prabhudas Talav

Name of Beautification Work :- Sculpture and Green area

Vir Savarkar, Prbhudas Talav						
Sr.No		Items	Unit Cost	Quantity	Unit	Total Cost
1		Otta 10*10 ft				
	i	Material Cost (Cement, Sand Aggregate ,Brick	7,000	1		7,000
	ii	Labour	200		sq.ft	4,000
	iii	Miscellaneous	4,000			4,000
	iv	Miantainance and repair	5,000	1		5,000
		TOTAL				20,000
2	B.	Gardening	500		sq.ft	50,000
3	C.	Sculpture	50,000	1	nos	50,000
TOTAL						1,20,000

Contractor Sign.

Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation

10) DEVELOPMENT OF G.V.P POINT BEHIND DOCTOR HALL, NEAR URINAL**Name of Beautification Work :- Wall Painting and Green area**

Near Doctor Hall						
Sr.No		Items	Unit Cost	Quantity	Unit	Total Cost
1	A.	vertical garden	700	100	sq.ft	70,000
2	B.	wall painting	30,000	1	nos	30,000
3	C.	Twin bins	5,000	2	nos	10,000
TOTAL						1,10,000

Contractor Sign.

Executive Engineer
Solid Waste Management Department
Bhavnagar Municipal Corporation