

TENDER

For the work of

**“Providing water harvesting system at Mehsana office campus.”**

PURCHASE REQUISITION No:428894

RFQ No: 64679

**Name of work:** Providing water harvesting system at Mehsana office campus.

Tender documents for Tender Notice No.: \_\_\_\_\_ for Civil Works contain following

- Tender Notice
- Instructions to the Bidders.
  - (a) scope of work
  - (b) Payment of Earnest Money Deposit and Security Deposit
  - (c) Commercial Conditions
  - (d) Technical Conditions
  - (e) Use of Materials
- Notes for qualification
- Tender and contract for works.
- Technical Specifications for Civil Works
- Appendix I - Work Experience
- Appendix II - Works Tendered/In Hand
- Appendix III - Details of Personnel
- Schedule-B

Signature of the Contractor  
(With rubber stamp & Date)

Superintending Engineer  
UGVCL, Mehsana



CIN – U40102GJ2003SGC042906

Circle Office, Visnagr Road, Mehsana PH. No222423 Fax No.223057

TENDER NOTICE No: 086/2021

Superintending Engineer invites On-line Tenders for the following civil work. Tender Papers & Specifications may be down loaded from Web site <https://ugvcl.nprocure.com> (To view, down load and on-line submission) and UGVCL web site [www.ugvcl.com](http://www.ugvcl.com)(To view & down load only). Tender fee may be paid along with submission of tender and its receipt to be kept in the cover containing EMD, for respective tender. “All the relevant documents of tenders to be submitted physically” will be received only by Registered Post A.D. or Speed Post only addressed to Superintending Engineer, UTTAR GUJARAT VIJ COMPANY LTD., Circle Office, Visnagar Road, Mehsana: 384 001 (NG). “NO COURIER SERVICE OR HAND DELIVERY” will be allowed. The Agency must have registration in appropriate class with the UGVCL/GUVNL & its subsidiary companies/Central/State Govt./Railway or Semi Govt. deptt. and have executed work of similar nature and magnitude successfully as per work experience criteria, prior to the date of opening of technical bid of the tender.

1	Tender no.	<b><u>032/2022</u></b>
2	Description:	<b>Providing water harvesting system at Mehsana office campus.</b>
3	Estimated Cost:	<b>Rs. 26, 51, 153=44 inclusive of 1% WELFARE CESS AND 18% GST AS APPLICABLE ON DATE OF TENDER.</b>
4	Tender fees:	<b>Rs. 1,000=00 plus 18% GST = 1000 + 180= Rs. 1180.00 (Non-refundable)</b>
5	EMD:	<b>Rs. 26550=00</b>
6	Time limit of work:	<b>...6... months</b>
7	Appropriate class:	<b>“E1” and above</b>
8	Validity of tender:	<b>120 days from the date of opening of Technical Bid</b>
10	<b>Online Preliminary, Technical &amp; Price bid i.e. On line (e-tendering) tender/offer submission last date</b>	<b><u>Date: 21/03/2022 Up to 18.00 Hrs</u></b>
11	<b>Relevant documents (By Registered Post A.D. or Speed Post only) submission date</b>	<b><u>On or before date 23/03/2022 Up to 18.00 Hrs</u></b>
12	<b>Date of opening of Tender fee, EMD cover and Technical Bid physical as well as online(if possible)</b>	<b><u>Date 25/03/2022 up to 12.00 Hrs</u></b>
13	<b>Date of On line Opening of Price Bid (Tentative, if possible)</b>	<b><u>Date 25/03/2022 up to 16.00 Hrs</u></b>

**IMPORTANT:**

- a)** Demand Draft/Money receipt for Tender Fee & EMD, BG for EMD if applicable, valid registration certificate and valid solvency certificate shall be submitted in electronic format only through on line (by scanning) while uploading the bid. This submission shall mean that E.M.D. & Tender fee, valid registration certificate and valid solvency certificate are received for purpose of opening the bid.

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Accordingly offer of those bidders shall be opened whose documents are received electronically. However, for the purpose of realization of D.D., bidder shall send D.D. in original through R.P.A.D. or Speed post only so as to reach the office of the Tender inviting authority -- within last date of receipt of on line tender.

If the EMD amount is more than Rs.1 Lakh, it should be paid either by Demand Draft or Banker's Cheque or Pay Order or Bank Guarantee. Otherwise it should be paid either in Cash (up to Rs. 10,000/- only) at the office address specified in the tender document or by Demand Draft or Banker's Cheque or Pay Order only. Payment of EMD by RTGS/ NEFT/online shall be encouraged

If bidder will not submit D.D. of Tender fee & EMD in original OR money receipt in original if Tender fee & EMD paid in cash and BG of EMD in original if EMD paid 50% by DD & balance 50% by BG in case of tender value more than Rs. 1.00 crore, the penal action shall be initiated towards defaulter contractor to keep his registration in abeyance and cancellation of E-Tendering code for a period of one year as per Government of Gujarat Circular Dtd.27/11/2008.

- b) Tender is invited in two bid system. Bidder has to submit the two bid, i.e. technical and Price bid. Technical bid cover must contain two cover. 1. EMD cover and 2. Technical bid cover. EMD cover should contain DD/B.G./Receipt of tender fee and EMD and technical bid cover should contain Valid PWD/UGVCL Registration certificate of appropriate class, EPF certificate, Solvency certificate as demanded, List of orders executed in last three years, List of work orders on hand, details of personnel etc. Bidders have to submit Technical Bid in hard copy, while Price Bid/Schedule-B in electronic format only on n-procure web site after digitally signing the same. Offers which are not digitally signed will not be accepted. Offers in physical form will not be accepted in any case.
- c) All the relevant documents as mentioned overleaf under the heading "EMD cover must contain the following" are also to be submitted physically in sealedcover within last date of receipt of on line tender. All such documents should be strictly submitted by RPAD/Speed post only otherwise the offer will not be considered and any further communication in the matter will not be entertained. EMD cover of technical bid cover shall be open first and bidder, who satisfies the tender fee and EMD criteria, their technical bid only shall be opened for further evaluation.
- d) Any deviation found in Data/Details/Documents between on-line offer (e-tendering) and physically submitted documents of bidder, offer of the same bidder will not be considered and further communication in the matter will not be entertained.
- e) The Price bid of those bidders, who are technically qualified shall only be opened. After technical bid is opened, for modification, if any, all shall be given equal chance.
- f) Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India OR can contact (n) code solution – a division of GNFC Ltd., who are licensed certifying Authority by Govt. of India.

Any technical questions, information & clarification that may be required pertaining to this inquiry should be referred to Superintending Engineer, Uttar Gujarat Vij Company Ltd. Circle Office, Visnagar Road Mehsana -384001

If UGVCL feels that there is lack of serious competition or any other reasons, UGVCL may negotiate with L-1 party.

UGVCL reserves the right to reject any OR all tenders without assigning any reasons thereof.

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Notes:

1.	Seal and signature at Annexure is MUST.
2.	EMD COVER MUST CONTAIN THE FOLLOWING :
2.1	Details & documents of tender fee.
2.2	Details & documents for EMD
2.3	GST No. of firm & RTGS details
3	Technical bid cover must contain following:
3.1.1	Valid registration certificate of appropriate class
3.1.2	Goods & Service Tax Registration certificate
3.2	List of orders executed in last three years (including works executed in UGVCL) along with copies of satisfactory completion certificate obtained from respective department
3.3	List of works tendered / in hand works along with copies of orders
3.4	EPF certificate
3.5	Solvency certificate of <b>Rs. 2 lakh &amp; above</b> & above (Valid certificate, i.e. Validity will be considered one year from issue of certificate)
3.6	Details of personnel
3.7	Details of tools and tackles, owned and available for using in this work

- In absence of any of the above, the tender of the party will be considered at the discretion of the UGVCL.

3.	See “Notes for qualification” in Technical bid of tender carefully.
4.	Security Deposit The security deposit is applicable as per clause no (2) of Condition of Contract.
5	Time Limit Time limit for the completion of work is <b>6 months</b> , from the date of written order to commence work.
6.	In case UGVCL finds that there is an attempt of cartel in the prices, UGVCL reserves the right to consider or reject any or all the parties offer without assigning any reason thereof.
7.	DELAYED AND LATE TENDERS: - NO TENDER AND SAMPLE SHALL BE ACCEPTED / OPENED IN ANY CASE WHICH ARE RECEIVED AFTER DUE DATE AND TIME OF THE RECEIPT OF TENDER IRRESPECTIVE OF DELAYED DUE TO POSTAL SERVICE OR ANY OTHER REASONS AND UGVCL SHALL NOT ASSUME ANY RESPONSIBILITY FOR LATE RECEIPT OF TENDER / SAMPLE. ANY CORRESPONDANCE IN THIS MATTER WILL NOT BE ENTERTAINED.

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**Name of work:** Providing Rain water harvesting system at Mehsana office campus.

**Tender Notice No:** **MSNCO/032/2022**

1. Name of Firm and Contact Person :-
2. Full Postal Address & Phone / Fax No./Mobile No. :-
3. GST/CST/ECC No. :-
4. Status of Firm, with supporting Documents :- Proprietary/Partnership/ Pvt./Public Limited
  
1. Name of Agencies/Directors  
if not proprietary. Name of owner if  
Proprietary,with Phone/Fax Nos. :-
6. Registration No. with Organization. :-
7. SSI/NO. (Enclose copy) :-
8. Labour License No. :-
9. P.F. A/c Code No. :-
  
10. Tender Fee Amt. & Money Receipt /  
DD No. & Date (Photocopy of receipt be attached) :-
  
11. EMD amount & MR / DD No. &  
Date (Photocopy of receipt be attached) :-
  
12. PAN No. :-

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### **INSTRUCTIONS TO THE BIDDERS**

**(A) SCOPE OF WORK:** Providing Rain water harvesting system at Mehsana office campus.

The scope of this work mainly covers the **Providing Rain water harvesting system at Mehsana office campus.** Campus per specifications and terms mentioned here under:

- 1) The site of the proposed work is situated at **Mehsana**.
- 2) Any activity not specifically mentioned in the tender but necessary in the opinion of engineer in charge of work must be carried out for successful completion of the job.
- 3) Before taking up construction activity; the agency has to cut the trees which obstruct the working, of any diameter, bushes, vegetations, i.e. roots, plant, shrubs, grass etc including stacking and crediting to UGVCL as directed with no extra cost.

**(B) Other conditions:**

1 The scope of work is explained in Tender specification. The work shall be carried out according to the enclosed General Conditions, Technical Specifications & working drawings approved by the UGVCL.

2 The bidders shall note that no deviations from the technical specifications or commercial Conditions with this bid are acceptable & it will be presumed that the bidder agrees entirely with the specifications & general terms & conditions of the contract.

3 Taxes :

**3.1 Goods & Service Tax (GST) :**

The rates are excluding GST at the rate of 9% CGST plus 9% SGST or 18% IGST, under the GST Law or as applicable to Works Contract Services from time to time which will be paid extra on a given taxable goods and/or services.

The amount and % of GST should clearly be indicated separately. GST means all applicable Tax under GST Laws. (GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations)

Supplier/Contractor should charge GST in invoice at the rate as agreed to/mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier/contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier/contractor.

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid/ short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier/Contractor within the stipulated time limit.

In case, Govt. revises the rate of GST rate/code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.

**3.2 INPUT TAX CREDIT BENEFIT**

In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs/input services under the ambit of the Input Tax Credit provisions

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under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time.

**3.3 STATUTORY VARIATION:**

Any statutory increase or decrease in the taxes and duties including GST and cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to COMPANY's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to COMPANY.

Statutory variation clause will not be applicable in case of Supplier/Contractor has opted for composition scheme under GST.

**3.4 Welfare cess:**

**[3.4.1]** As per Welfare Cess Act, the welfare cess @ 1% is applicable for civil works and same is considered in price bid.

**[3.4.2]** THE WELFARE CESS WILL BE PAID TO CONTRACTOR ON ACTUAL WORK EXECUTED AMOUNT AS PER CONTRACT. The contractor shall deposit 1% welfare cess as applicable to respective government department. UGVCL shall pay the welfare cess by way of reimbursement to contractor on production of documentary evidence of payment deposited thereof by contractor.

**[3.4.3]** The modality of payment/reimbursement of welfare cess will be as under:

**[a]** On receipt of A/T, the contractor/ bidder will get them registered under Welfare Cess Act and submit the documentary evidence to the concerned office.

**[b]** Before release of payment of first R.A. Bill, the contractor has to submit the documentary evidence of registration. Only thereafter, the bill will be processed for payment.

**[c]** Before release of payment of subsequent R.A. Bills, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A. Bill.

**[d]** Before release of payment of Final bill, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A. Bill as well as of final bill on final bill amount certified by UGVCL.

**[e]** Before release of payment in case of 1<sup>st</sup> & Final Bill, the contractor has to deposit the 1% welfare cess on bill amount as certified by UGVCL and shall submit the documentary evidence of payment deposited thereof.

**[f]** The contractor shall produce the receipt of payment of welfare cess from the respective Government Department before submission of final bill otherwise final bill of the work will not be finalized. Welfare cess payment will be reimbursed on production of evidence.

- 4 The bidder shall carefully study the work to be carried out and site situation etc. The UGVCL will not pay any extra or rate difference for any reason in case the contractor claims after acceptance of contract to have misjudged the site condition.
- 5 The percentage quoted shall include cost towards all materials, & machinery including equipments, fixtures, labour, constructional equipments, fuel, scaffolding, staging ramps, walkways, approach and haul road, temporary works, etc. bearing permanent to temporary nature necessary for the completion of the work in all respects, except for those items specifically mentioned to be furnished by the UGVCL. The contractor must also arrange for the transport of materials & include all such costs in the rates quoted by him for finished work.
- 6 During the execution of the work if it is found that the work is not progressing as per the schedule progress programme approved by the UGVCL & planned by the Contractor due to the reasons attributable to the Contractor, suitable action shall be taken as per clause No.3 & 4 appearing in the

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“Tender & contract for Works” and UGVCL may take such action as it may deem fit to ensure that the work is completed in time at risks & cost of the contractor.

Work under this contract shall be completed in all respects within stipulated period from the date of commencement order issued. However, interim mile stones to be jointly fixed after issue of LOI.

- 7 Bidders must quote firm price only, till completion of work under contract & this is to be confirmed by bidder while submitting his offer. No escalation towards labour and material/fuel shall be paid in execution of this contract.
- 8 **No price escalation on any account will be payable.**
- 9 UGVCL reserves the right to delete any item of schedule-B for which contractor shall not have any right to claim on this account. For any variation in the quantity of item of schedule-B the contractor has to execute the work, however the payment will be made on actual work carried out up to value of work for civil works.
- 10 Any variation due to site condition/requirement, the contractor has to execute the item up to plus minus 25% however no claim shall be entertained for variation in quantity due to change in design to any extent.
- 11 The Bidders shall study the Conditions of site & shall resort to dewatering where necessary, by appropriate methods & maintain reasonably dry areas to work at and no extra claim will be entertain on this account.
- 12 The Contractor shall prepare all required roads to execute various items of this contract & arrange all transport of materials & all such costs shall be taken care of while quoting the rates. No extra payments shall be admissible towards such costs. On completion, this shall be cleared if asked by UGVCL at no extra cost.
- 13 UTTAR GUJARAT VIJ COMPANY LIMITED shall not entertain any idle charges for site conditions or any circumstances.
- 14 The Contractor shall take all requisite & necessary care to observe that no damage is occurred to the Existing structures, if any. For any damage to the existing structures of UTTAR GUJARAT VIJ COMPANY LIMITED, the Contractor shall be held responsible.
- 15 **SITE VISIT:-** The bidder is advised to visit the site and examine the site condition where in the work is proposed to be carried out and to get himself fully acquainted at his own responsibility for all information that may be necessary for quoting the tender bid and entering in to contract. All cost and liabilities arising out of non visiting the site visit shall be at bidders account.

**16 Recoveries:**

- I. In case of any damage to equipment/machinery or structure/building of UGVCL or any public property due to negligence's of contractor or any other reasons attributed to contractor the decision of E.I.C. regarding the amount of recovery shall be final.
- II. If the contractor fails to execute the work as per direction of E.I.C. within the time frame given by UGVCL time to time, shall get the work done through any other contractor at the risk and cost of along with 15% overhead charges, plus GST as applicable shall be deducted from contractor monthly bill over and above recovery as per rules, the contractor and the cost of execution of such work

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- 17 Tenderer shall be deemed to have full knowledge of relevant documents, site conditions etc. whether inspected or not by him.
- 18 A submission of tender by a contractor implies that he has read the instructions and condition of Contract contained herein and has made himself aware of the scope and specifications of the work contained in the bid. These rules and directions shall form part of the contract.
- 19 **Drawings:** Drawings issued with the tender are indicative and for tender purpose only. Bidders shall have to execute the work as per approved construction drawings released from time to time by UGVCL.
- 20 **Electricity Connection:** The electric power, at site, will be made available at one mutually agreed point, free of cost (connection only) by UTTAR GUJARAT VIJ COMPANY LIMITED only. Further distribution will have to be carried out by the contractor as per requirements at their own cost. The necessary consumption charges will be recovered as per the tariff rate of UTTAR GUJARAT VIJ COMPANY LIMITED applicable from time to time as per UGVCL's rules.
- 21 **Water Supply Connection:** The contractor has to make his own arrangement of water for construction activity at his own cost. However, if possible and departmental water source is available, UGVCL will give the water supply connection for construction activity free of cost at one mutually agreed point on contractor's request. Further distribution of water supply line will have to be carried out by the contractor as per their requirement at their cost.

If water is supplied by UGVCL, the charges thereupon will be levied by UGVCL as under:

- (a) In case of non-metered water supply by UGVCL, the recovery of water charges will be made by UGVCL at 0.5% (Zero point five percent) of total cost of actual work done as per work order.
- (b) In case of metered water supply by UGVCL, the recovery of water charges will be made by UGVCL at the rate of Rs. 4.00 (Rs. four) per 1000 liter.
- (c) The certificate for recovery of water charges towards water supplied by UGVCL should be attached with RA Bills/ Final Bill
- 22 The work shall be completed within the period stipulated in the contract. However, it may be noted that Drawing shall be released progressively based on site clearance arranged and according to the progress of work at site. Therefore, contractor shall have to organized and coordinate the works to suit these. In the event of any delay due to the above or due to any other reason not attributable to the contractor, reasonable extension in the completing the work may be given at the discretion and as decided by the UGVCL. But no compensation or idle charges will be paid to the contractor under any circumstances.

**(c): Use of Materials:**

- I. The contractor shall have to use the best quality of materials in the work, as per the specifications and relevant I.S. codes. In case Company desires to carry out any field test / laboratory test for any materials required for the work, the contractor shall arrange for the same at his own cost. Further, for any finished works such as masonry, plastering, cube testing for all important concreting work etc., if any testing is required same shall be arranged by the contractor at his own cost. The

contractor shall have to maintain the regular records for such testing and shall submit along with each R.A. bills.

- II. No collection of materials shall be made before it is got approved from the Engineer-in-charge.
- III. Materials, if and when rejected by the Engineer-in-charge shall be immediately removed from site of work.
- IV. All installations pertaining to water supply and fixtures thereof as well as drainage lines and sanitary fittings shall be deemed to be completed only after giving satisfactory tests by the contractor.
- V. Approval to the samples of various materials given by the EIC shall not absolve the contractor from the responsibility of replacing defective material brought on site or materials used in the work found defective at a later date. The contractor shall have no claim to any payment or compensation whatsoever on account of any such material being rejected by E.I.C.
- VI. Approval to any of the executed item for the work does not in any way relieve the contractor of his responsibility for the correctness, soundness and strength of the structure as per the drawing and specification.
- VII. Cement and steel will have to be consumed of following makes only.

Name of manufacturer of cement	Name of manufacture / supplier of structural steel / coils / bars / etc. for the structures / pipes / reinforcement etc.
Gujarat Ambuja Cement Co. Ltd.	Steel Authority Of India
SaurashtraCement&Chemicals	Tata Iron & Steel Co. Ltd.
Siddhi Cement	Jindalsteel
J. K. Cement	Essar Steel Ltd.
L. & T. (Ultratech) Cement	Electrotherm
Shree Digvijay Cement Co. Ltd.	M/s NilkanthConcastPvt Ltd
Binani Cement	Kamdhenu TMT Sariya
Sanghi Cement	Friends TMT Bars
Wonder Cement	
M P Birla Cement (OPC 53)	

**Special condition for use of cement in work:**

- 1) The rate in Schedule-B is inclusive of cement cost. Contractor has to purchase fresh 43-53 grade cement confirming as per IS: 8112 and of approved brand by UGVCL.
- 2) Contractor has to construct puccagodown at site of work so that cement bags can be properly preserved to avoid damage due to any kind of water.
- 3) Contractor has to bring sufficient cement bags and at no time less than 200 (two hundred.) bags to maintain progress of work. The work should not suffer for want of cement.
- 4) Cement should give the required strength.
- 5) Sufficient and timely supply of cement at site is responsibility of contractor. Nothing extra will be paid on account of any reason to maintain progress of work and to complete the work in schedule time.
- 6) Contractor has to submit material account for consumption of cement used with every bill. Party has to submit the copy of cement purchase bill.
- 7) No negative variation will be allowed for consumption in cement than prescribed as per booklet of technical specification of PWD / mix design and nothing will be paid extra for over consumption.
- 8) Contractor is fully responsible for safety of cement at site; nothing will be paid extra on account of safety.
- 9) If UGVCL's authorized representative wants to check cement stock at site, contractor has to allow for the same at any time.
- 10) Contractor has to maintain and signed daytoday cement receipt/consumption/balance account register at site. It is the responsibility of concern Deputy Engineer/Junior Engineer of UGVCL to get maintained cement register from contractor. The Deputy Engineer/Junior Engineer of UGVCL has to verify and counter signed the same regularly.
- 11) As far as possible contractor has to maintain supply of cement of only approved brand and grade throughout the work.
- 12) Contractor shall utilize cement in work as prescribed in cement consumption schedule strictly. Minimum cement consumption considered for cement concrete having grade of M-15 / M-20 / M-25 is 320Kgs / 400Kgs / 450Kgs respectively. Contractor has to use minimum cement as above. Contractor should not use less than the prescribed quantity of cement even in the case of mix design recommends lower quantity.
- 13) Contractor will be allowed to carry out work only after physical verification of cement brought at site.

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**Notes for qualification**

The tender documents are in two separate bids i.e. technical bid (qualifying bid) and price bids (commercialbid). No bids shall be submitted in physical form. However, following credentials shall be submitted in physical for qualification in the cover containing EMD and Tender fee on or before the date mentioned in the tender notice:

**1. The Earnest Money Deposit and Tender Fee** will be accepted by cash or Demand Draft payable at “MEHSANA” of any Nationalized Bank, Scheduled Bank, Public Sector Banks & approved Private Sector Banks authorized to undertake Government business as notified at present and amended time to time by Finance department, GOG and drawn in favor of “UTTAR GUJARAT VIJ COMPANY LIMITED”.

However, in case of tender value more than Rs. 1.0 crore, EMD will be accepted partially (50%) by demand draft or Banker’s cheque and balance (50%) by Bank Guarantee of any Nationalized/Scheduled Bank/Public Sector & approved Private Sector Banks as stated above. Bidder can submit 100% EMD amount by way of Demand Draft, but 100% Bank Guarantee for EMD shall not be accepted in any case. The validity of BG should be at least four months from the scheduled date of opening of tender.

Tender without EMD and tender fee shall be rejected out rightly. Two separate demand drafts for Tender fee and EMD should be submitted. If tender fee and E.M.D. are paid in cash, the copy of money receipts of the same shall be submitted. The EMD COVER should be clearly super- subscribe with tender no., due date of opening of tender and name of work. Any eventuates arising out due to not mentioning of above detail shall be to the bidders account.

**2. Registration:** Bidder quoting for the bid shall have valid registration in appropriate class with UGVCL / GUVNL & its subsidiary companies/ Central / State Government / Railway / Semi. Govt.

**3. GST Registration:** The bidder must have Goods and Service Tax (GST) registration and same shall be submitted along with the Tender. The tender of the bidder without (GST) registration will not be considered.

**4. Work Experience:** Contractor should submit evidence of having work experience in the form of work completion certificate of executed works under single contract as main contractor of similar nature with the departments like UGVCL/GUVNL & its subsidiary companies / Central Government / State Government / Railway / Semi-Government/Public Sector Organization. The contractor should submit the satisfactory work completion certificate from respective department/organization. Contractor has also to submit the details of works tendered and in hand with documentary evidence thereof.

Contractor’s Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following.

a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

OR

b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

OR

c) One similar or completed work costing not less than the amount equal to 80% of the estimated cost.

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**Notes:**

1. Similar work means RCC frame structure building with other minor misc. work.
2. Contractor should submit evidence of having work experience in the form of work completion certificate of executed works under single contract as main contractor of similar nature of the departments like UGVCL/GUVNL & its subsidiary companies / Central Government / State Government / Railway / Semi-Government/Public Sector Organization.
3. The contractor should submit the satisfactory work completion certificate from respective department /organization. Contractor has also to submit the details of works tendered and in hand with documentary evidence thereof.

5. **Criteria of financial turnover:** Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year should be at least 30% of the estimated cost.
6. Separate employee provident fund code number towards bidder's firm registered with Regional P.F. Commissioner.
7. Solvency certificate of **Rs.2 lakhs & above.**(Valid Solvency certificate, i.e. Validity will be considered one year from the issue of the certificate.)
8. Details of personnel.
9. The details of tools and tackles, owned and available for using in this work.
10. Attested copy of Power of Attorney, if any, for signing the documents.

The commercial bid (i.e. Price bid) shown in tender documents comprising Schedule-B shall be filled up in on-line tender only by mentioning % of estimated cost only.

The technical bid shall be opened on-line at date and time mentioned in the tender notice, if possible, in the presence of parties who are present. After scrutiny of the technical bid, if any party fails to fulfill the above requirement for qualification, the price bids of such parties will not be opened. The price bid of technically qualified parties shall only be opened on-line, if possible, on the date of opening of price bid.

The offer should be valid for acceptance for a minimum period of 120 days from the date of opening of technical bid.

*Save Energy for Benefit of Self and Nation*



CIN – U40102GJ2003SGC042906

Circle Office, Visnagr Road, Mehsana PH. No222423 Fax No.223057

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**UTTAR GUJARAT VIJ COMPANY LIMITED**

**TENDER AND CONTRACT FOR WORKS**

**UTTAR GUJARAT VIJ COMPANY LIMITED  
CORPORATE OFFICE  
MEHSANA**

**(APPLICABLE FOR WORKS CONTRACT)**

Signature of the Contractor  
(With rubber stamp & Date)

Superintending Engineer  
UGVCL, Mehsana

**GENERAL RULES AND DIRECTIONS FORTHE GUIDENCE OF CONTRACTOR**

- 1 Notwithstanding anything contained to the contrary in the specification or tender in subsequent exchange of correspondence, the conditions of contract shall be binding on the contractor and any change or variations expressed or implied, however made in the said conditions shall not be valid or operative unless expressly sanctioned by the Company. The contractor shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract herein contained.
- 2 All works proposed to be executed by the contract shall be noticed in one of the English and one of the vernacular local daily newspapers, stating the work to be carried of as well as the date of submitting and opening tenders and time allotted in carrying out the work, the amount of earnest money to be deposited with the tender and the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills.
- 3 Copies of specifications, design, drawings, estimated rates, scheduled rates and any other documents required in connection with the work which will be signed by the Engineer-in-Charge for the purpose of identifications shall be open for inspections by the contractors at the office of the Executive Engineer during office hours.
- 4 Whether the works are proposed to be executed according to the specifications recommended by the contractor and approved by a competent authority on behalf of the UTTAR GUJARAT VIJ COMPANY LIMITED, such specifications with designs and drawings shall form part of the accepted tender.
- 5 The Tenderer's receipts for payments made on account of any work, when executed by a firm should be signed by all the partners except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of firm including the partners or some other person having authority to do so.
- 6 The Tenderer shall fill up the usual form stating at what percentage above or below rates specified, he is willing to undertake the work. Only one rate or such percentage on all the estimated rates or schedule rates shall be mentioned.
- 7 Tenderer which propose any alternation in the work specified in the form in invitation to tender or in the time allowed for carrying out the works or which contain any other conditions, will liable for rejection.
- 8 No single envelope shall include more than one work, but contractors who wish to tender, for two or more works, shall submit a separate envelope for each work. Tender shall have the name and the number of the works, of which they pertain, be super scribed on envelope.
- 9 The Engineer-in-charge or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall there upon, for the purpose of identification, sign copies of the specifications and other documents. In the event of tender being rejected, the officer (Engineer-in-charge) shall authorized the paying officer concerned to refund the amount of the earnest money deposited by the contractor filling the tender on his giving a receipt for the return of the money.
- 10 The officer, competent to dispose off the tenders, shall have the right of rejecting all or any of the tenders, without assigning any reasons thereof.
- 11 No receipt for any payment alleged to have been made by contractor in regard to any matter relating to tender of the contract shall be valid or binding on the UGVCL unless it is signed by the Engineer-in-charge
- 12 The memorandum of work to be tendered for and the schedule of materials to be supplied by the UTTAR GUJARAT VIJ COMPANY LIMITED and their rates shall be filled in and completed by the office of the Engineer-

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in-charge before the tender form is issued if a form issued, to an intending tenderer has not been so filled in and uncompleted he shall request the said office to have this done, before the completes and delivery his tender.

- 13 All works shall be measured, meet by standard measure and according to rules, custom and usual in the use in the UTTAR GUJARAT VIJ COMPANY LIMITED, and no proposal to adopt alternative method will be accepted, the Engineer-in-charge decision as to what is “the usual method in use in the “UTTAR GUJARAT VIJ COMPANY LIMITED” shall be final.
- 14 Every contractor shall, except the registered contractor on the approved list of the Company, produced, along with the tender a solvency certificate from the collector of the District within which he resides, or a banker’s certificate of his financial stability, if he fails to produce such a certificate his tender will not be considered.
- 15 All corrections and addition or pasted slips should be initialed.
- 16 Tenderer shall be deemed to have full knowledge of relevant documents, site conditions etc. whether inspected or not by him.
- 17 Submissions of tender by a contractor implies that he has read the instructions and condition of contract herein contained and has made himself aware of the scopes and specifications of the work to be done and conditions and rates at which stores materials etc. will be issued to him and local conditions and other factors bearing on the execution of the work.
- 18 Under no circumstances shall any contractor be entitled to claim enhanced rates for any item of contract without prior sanction of the competent authority.
- 19 These rules and directions shall form part of the contract.

**TENDER AND CONTRACT FOR WORKS**

I/We hereby tender for the UTTAR GUJARAT VIJ COMPANY LIMITED (herein referred as “UGVCL”) of the work specified in the underwritten memorandum within the time specified Schedule B (Memorandum showing items of work to be carried out) and in accordance, in all respect, with the specifications, design, drawings and instructions in writing and as per annexed conditions of contract and agree that when the materials for works are provided by the UGVCL such materials and rates to be paid for them shall be as provided in Schedule A hereto.

**MEMORANDUM**

**Description of Work: Providing Rain water harvesting system at Mehsana office campus.**

- a) **Estimated Cost:Rs. 26,51,153=44 with 18% GST**
- b) **Earnest Money: Rs. 26,550=00**
- c) **Security Deposit: 5% of the contract value:**

5 % of the contract amount to be paid by Demand Draft payable at “MEHSANA” of any Nationalized Bank, Scheduled Bank, Public Sector Banks & approved Private Sector Banks authorized to undertake Government business as notified at present and amended time to time by Finance department of Government of Gujarat and drawn in favor of “Uttar Gujarat Vij Company Limited” OR in form of Bank Guarantee. UGVCL will accept BG of any Nationalized Bank, Scheduled Bank, Public Sector Banks & approved Private Sector Banks authorized to undertake Government business as notified at present and amended time to time by Finance department of Government of Gujarat. The contractor shall pay total 5% of contract value as Security Deposit within 15 days of the issue of Letter of Intent / Letter of Acceptance. The work order will be issued only after payment of full SD amount at 5% of contract value as above.

**FDR towards security deposit will not be accepted.**

- d) Time limit for completion of work is **06 (SIX)months** from date of written order to commence thework.

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto as applicable and in default thereof forfeit and pay to the UGVCL the sums of money mentioned therein.

**CONDITIONS OF CONTRACTS**

**1 Definitions:**

- a) The Contract means the documents forming the tender and acceptance thereof, together with the documents referred to therein or individual work order in the case of term contract, including these

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Superintending Engineer  
UGVCL, Mehsana

conditions, schedules and / or additional conditions attached to the form of tender or individual work, order, rate schedule, the specifications and the drawings and all these documents as applicable taken together shall be deemed to form the contract.

- b) The “Tender Document” means the form of tender, the applicable schedules and/or additional conditions and the specifications and/or drawings as issued to the contractors for the purpose preparing tender.
- c) The expression “works” or “work” when used in the conditions of contract shall, unless there be something in the subject or context repugnant to such construction means, the works or the work contracted to be executed under or in virtue of the contract whether original or altered.
- d) The “Contractor” means the individual or firm or company, whether incorporated or not, undertaking the works and shall include his or its legal personal representative, successors and permitted assignees.
- e) “UGVCL” means the UTTAR GUJARAT VIJ COMPANY LIMITED and the “Accepting Officer” means the officer who is authorized to sign and signs the contract on behalf of the “UGVCL.”
- f) The letter “EE” means Executive Engineer, “SE” means Superintending Engineer and “ACE” means Additional Chief Engineer who in the case of measurement and lump sum contract, direct the contract. The powers assigned to Executive Engineer in these conditions shall mean Executive Engineer or any authority above them who in the case of measurement and lump sum contract, direct the contract. The letters “CE” means “Chief Engineer” who administers and in the case of the term contracts directs the contract.
- g) The “Engineer-in-charge” means all officers of the Company appointed by the Superintending Engineer to supervise the works or part of the works.
- h) “Approved” and “Directed” means the approval or direction of the Superintending Engineer to Deputy Engineer, or the person deputed by him for the particular purpose.
- i) “B.S.” means the “British Standard” as issued by the British Standards institution. “A.S.” means the American Standards as issued by the American Standard Institutions and “I.S.” means the “Indian Standards” as issued by the Indian Standards Institutions. Wherever the above-mentioned abbreviations are preferred to, in the specifications and / or work orders, they mean the addition with all amendments current at the date of issue of tender documents of work orders.  
In the case of measurement and terms of contracts “Specifications” means those contained in UTTAR GUJARAT VIJ COMPANY LIMITED schedule together with any amendments etc. embodied in the tender documents, “Drawings” refer to those accompanying the tender documents and/or any work orders referred therein.
- j) The “Contract Sum” means the sum accepted or the sum calculated in accordance with the prices accepted in the tender and/or the contract rate as payable to the contractor for the fully executing and completed works.
- k) “The date of completion” is the date or dates of completion of the work or any part of the works set out or ascertained in accordance with the individual work order and the tender documents or any subsequent agreed amendments thereto.

## 2 Security Deposit

The contractor shall pay total 5% of contract value as Security Deposit within **15** days of the issue of Letter of Intent/Letter of Acceptance. The work order will be issued only after payment of full SD amount at 5% of contract value as above. The security deposit will be accepted in form of Demand Draft payable at “MEHSANA” of any Nationalized Bank, Scheduled Bank, Public Sector Banks & approved Private Sector Banks authorized to undertake Government business as notified and amended time to time by Finance department, GOG and drawn in favor of “Uttar Gujarat Vij Company Limited” OR in form of Bank Guarantee. The Bank Guarantee in lieu of cash or Demand draft towards Security Deposit will be accepted providing amount of Security Deposit payable exceeds Rs. 10,000/-.

UGVCL will accept DD/Bank Guarantee submitted towards Security Deposit of any Nationalized/Scheduled Bank, all Public Sector Banks and approved Private Sector Banks like IDBI

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Bank/Axis Bank/HDFC bank/ICICI Bank & Kotak Mahindra Bank which authorized to undertake Government business as notified and amended time to time by finance department, GOG. UGVCL will not accept DD/BG issued by Co-operative Bank.

All damages, costs, charges, expenses and other sums which may be or may become due or payable by the contractor to the UGVCL under the terms of the contract may be deducted from the cash in the proceeds of Bank Guarantee deposited (which the officer or person to whom the same may be endorsed as aforesaid is hereby authorized to encash for that purpose) or which may become due to the contractor by the UGVCL or from the whole or the balance unpaid as aforesaid of the encash securities so deposited being repaid or transferred and returned as may be to contractor after the date on which the final bill is paid or after the expiry of the date up to which the contractor has to maintain the work in good order whichever is later.

### 3 Compensation for the delay/ Penalty for late delivery

The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from the date on which the order to commence the work is given to the contractor. The penalty for delay shall be applicable @ 0.5% per week or part thereof (of the delayperiod) on the contract value plus GST as applicable subject to maximum 10% of the amount of contract value of the work. The penalty will be invariably deducted from the bills of the contractor and no refund will be given unless the competent authority approves the waiver/reduction in penalty.

“for inordinate delay beyond 20 weeks, i.e. for very unsatisfactory progress due to reasons attributable to contractor, UGVCL may take decision after giving the 10 days’ notice in writing to contractor for termination of contract and carrying out the remaining work at the risk of defaulting contractor from some other agency/contractor by recovering additional cost incurred to UGVCL if any from the defaulting contractor. UGVCL decision in the matter shall be final and the contractor will have no claim for compensation for any loss sustained by him owing to such actions.”

Due consideration will be given for waiver/levy of penalty (excluding GST already collected & paid to the Govt. treasury thereon) only for the reasons absolutely beyond contractor’s control (Viz. Force Majeure conditions as laid down in the DGS & D, Clause reproduced hereunder) for which documentary evidence will have to be provided. The reasons for delay attributable to UGVCL as well as to party will be brought out clearly while putting the proposal for waiver/reduction in penalty.

- [1] The request for extension in time limit giving reasons and supporting documents shall have to be made by the contractor within one month on completion of the contract.
- [2] The request made after one month on completion of the contract shall not be entertained and rejected outrightly without any correspondence.
- [3] No request for waiver/ levy of penalty will be entertained/ reviewed during execution of order.

#### **D.G.S. & D. FORCE MAJEURE CLAUSE”**

“If, at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as event)”, then notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party shall have any claim for damages against the other in respect of such non-performance or delay in performance, and work under the contract shall be resumed as soon as practicable after such event has come to end or ceased to exist, and the decision of the competent authority of UGVCL as to whether the works have been so resumed or not shall be final and conclusive.

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Superintending Engineer  
UGVCL, Mehsana

It will be contractor's responsibility to ensure that work is completed in stipulated time limit. However, if on account of reasons beyond ones control e.g. as laid down in the DGS & D Force Major Conditions, UGVCL may consider extension of contractual period without statutory variations and without price variation.

#### **4 Extension of Time Limit**

If the contractor shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the concerned SE, circle office and he may, if in his opinion there are reasonable grounds for granting extension, recommend such extension as he may think necessary or proper for such extension then he shall submit same extension proposal with his recommendation to competent authority. The decision of the competent authority in this regard shall be final and binding to the contractor. Any delay attributed to UGVCL shall be compensated only by way of extending the time limit.

"Extension to delivery of contract with/without penalty and/or reduction of Penalty is to be granted by the competent authority of the Company."

#### **5 Action when whole of Security Deposit is forfeited**

In any case in which under any clause or clauses of this contract the contractor shall have tendered himself to pay compensation amounting to the whole of his security deposit or in the case of abandonment for the work owing to serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the UGVCL, shall have powers to adopt, (a) below and any of the following courses under (b) and (c) as he may deem best suited to the interest of the UGVCL.

- a. To rescind the contract (for which rescission notice of 10 days) in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence and in that case the security deposit of the contractor shall stand forfeited and absolutely at the disposal of the UGVCL.
- b. To employ labour paid by the UGVCL, to supply materials to carry out the works or any part of the works debiting the contractor with the cost of the labour and materials (as to the correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract and in that case the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
- c. To order that the work of the contractor be measured up and to take such part thereof, as shall be unexecuted, out of his heads and to give it to another contractor to complete, in which case, any expenses, which may be incurred in excess of the sum, which would have been paid to the original contractor, if the whole work had been executed by him as to the amount of which excess expenses the certificate in writing of the Engineer-in-charge shall be final, conclusive and shall be borne and shall be paid by the original contractors and shall be deducted from any money due to him by the UGVCL under the contract or otherwise from his security deposit

In the event of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any works thereof actually performed by him under this contract

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unless and until the Executive Engineer shall have certified in writing the performance of such works and the amount payable to him in respect thereof and he will be entitled to be paid the amount so certified.

**6 Notice for unsatisfactory progress**

If the progress or a particular portion of the work is unsatisfactory the Executive Engineer whose decision shall be final, shall notwithstanding that the general progress of work is satisfactory; be entitled to take action under Clause 4(c) after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such actions.

**7 Action in the case of Default by Contractor**

If any case in which any of the powers conferred upon the Executive Engineer by Clauses 4 and 5 hereof, shall have exercised and the same shall not have been exercised, the non exercised thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in any further case of default by the contractor for which, by any clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit and liability of the contractor for past and future compensation shall remain unaffected in the event of the Ex. Engineer taking action under sub clause (a) or (c) of Clause 4 he may, if so desires, take possessions of all or any tools, plants, materials, and stores at the work or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work of any part thereof paying for allowing for the same in account at the contract rates, or in the case of a contract rates not being applicable to current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative, the Executive Engineer may by notice in writing to the contractor or his clerk of works, foremen or other authorized agent, require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such requisition to decisions to the contractor failing to comply with any such requisition, the decision of the Executive Engineer as to the expenses of any such removal and the amount of the proceed and expense of any such sale, be final and conclusive against the contractor.

**8 Completion Certificate**

On completion of the work the Contractor shall be furnished with Completion Certificate by the Executive Engineer of such completion but no such certificate shall be given nor shall be the work considered to be complete until works are taken over and/or duly tested and put to operative as the case may be, nor until the work shall have been measured by the Engineer-In-Charge or where the measurement have been taken by his subordinate and until they have received the approval of the Executive Engineer the said measurement being binding and conclusive against the contractor.

**9 Effect of the Certificate**

No payment shall be made for any work estimated to cost less than Rs.1,000/- till the whole of said work shall have been completed and certificate of completion given. But in the case of works estimated to cost more than Rs.1,000/- Contractor shall on submitting a monthly bill thereof, be entitled to receive payments, proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and a passing of the sum so payable shall be final and conclusive against the contract. All such intermediate payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done or completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed or rejected nor shall any such payment be considered as admission of the due performance of the contract or any part thereof in any respect of the accruing of the claim nor shall conclude, determine or effect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts otherwise or in any other way, vary or affect the contract.

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The final bill shall be submitted by the contractor within one month of the date fixed for completion of work. Otherwise the certificate of Engineer-in-charge of the measurement and of total amount payable for the work shall be final and binding on all parties.

#### **10 Payment to Contractors**

The rates for several items of works estimated to cost more than Rs.1,000/- agreed to, shall be valid only when the item concerned is accepted, having been completed full, in accordance with the sanctioned specification. In case, where the items of the work, are not accepted, as so completed the Engineer-in-charge, may make payment on account of such items at such reduced rates, as he may consider reasonable in the preparation of final or running accounts bills.

##### **Mode of Payment:**

“You have to submit the confirmation/details for payment to be received through RTGS / NEFT option duly confirmed by bank as per attached format against bills pursuant to the work order issued by UGVCL. The payment against bills will be made within 30 (thirty) days by concerned circle office after submission of bills along with all the required supporting documents in all respects including “Recoveries”, directly to bidders specified bank account after deducting TDS for Income tax etc.”

#### **11 Bills**

Bills along with supporting documents shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge of concerned circle office, for all works, executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose or having the same verified and the claim so far as it is admissible, shall be adjusted, if possible, within 30 (thirty) days from the presentation of the bills with required documents for payments. If the contractor does not submit the bill, within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure the said work in the presence of the contractor or his duly authorized agent, whose counter signature in the measurement 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.

#### **12 Supply of Materials to Contractor**

If the specification of the estimated work provides for use of any special description of material to be supplied from the UGVCL's Stores or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged thereof as here in after mentioned being so far as practicable for the convenience of contractor but not so as in any way to control, the meaning or effect of the contract specified in the schedule or memorandum here to annexed) the contractor shall be supplied with such materials and stores as may be required from time to time 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 due to thereafter to become due to the contractor, under the contract or otherwise or from the security deposit or the proceeds of sale thereof if the deposit is held in Government Securities the same or a sufficient portion thereof, shall be sold for the purpose. All materials supplied to the contract shall remain the absolute property of UGVCL 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 un used and in perfectly good condition at time of completion or determination of the contract shall be returned to the UGVCL's store if the Engineer-in-charge so requires by notice in writing given under his hands but the contractor shall not be entitled to return any such materials except with consent and he shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto. The contractor shall be responsible for the loss, destruction or deterioration of the materials, stores or articles supplied to him by the UGVCL even if such loss, destruction or deterioration has occurred under any circumstances whatsoever beyond his control as if the materials, stores or articles so supplied were his property.

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**13 Works to be executed in accordance with specifications, drawings, orders etc.**

The contractor shall execute in whole and every part of work in the most substantial and workmanlike manner and both as regarding materials and in every other respect in strict accordance with the specification. The Contractor also shall confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of Inspection at such office, or in the site of the work, during office hours and the contractor shall, also if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

**14 Alteration in Specifications and Designs not to invalidate Contracts.**

The Executive Engineer shall have powers to make any alteration, or addition to the original specification 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 alterations shall not invalidate the contract. Any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main works, and at the same rates as are specified in the tender for the main work.

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

**15 Rates for works not entered in Estimate or Schedule of Rate of the District**

If the additional and 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 at the rates entered in the Schedule of Rates of the Division or at the rate mutually agreed upon between the Executive Engineer and the contractor, whichever are lower. 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 rates agreed upon, then the contractor within seven days of date of receipt by him of the order to carry out the work, inform the Executive Engineer for the rate which in his intension to charge for such class of work and if the Executive Engineer does not agree to this rate he shall be noticed in writing at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the rates shall have been determined as lastly here in before mentioned then in such case 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 Executive Engineer. In the event of dispute, the decision of the Additional Chief Engineer (Civil) of the Corporate Office, Mehsana will be final.

**16 Extension of Time Limit in consequence of Addition or Alteration.**

The time limit for the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Engineer-in-charge as to such proportions shall be conclusive.

No compensation for Alternation in or Restriction of Work to be carried out. If at any time, after the execution of the contract documents the Engineer-in-charge shall, for any reason whatsoever, require the whole or any part of the work, as specified in the tender, to 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 of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be in such case, except as provided here under the contractor shall have no

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claim to any payment or compensation what so ever 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 work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agree to be purchased or for unemployment of labour recruited by him. He shall not also have any; claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of said notice, the Executive Engineer provided they are not in excess or requirement and are of approved quality and /or shall be compensated for the loss, if any, that he may put to in respect of materials agreed to be purchased by him. The amount of such compensation to be determined by the Executive Engineer whose decision shall be final. If the contractor suffers any loss on account of his having to pay, his labour charges during the period, during which the stoppage of work has been ordered under this clause the contractor, shall on application be entitled to such compensation on account of labour charges as the Executive Engineer whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges if, in the opinion of the Executive Engineer, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

**17 No claim to compensation on account of loss due to delay in supply of materials by UGVCL.**

The contractor shall not be entitled to claim any compensation from UGVCL for the loss suffered by him on account of delay by UGVCL in the supply of materials entered in Schedule-A where such delay is caused by:

- a. Difficulties relating to supply of railway wagons
- b. Force Majeure
- c. Act of God
- d. Any other reasonable cause beyond the control of UGVCL including Shortage of materials to be supplied by the UGVCLs & difficulties in time by reaching at the site of any materials equipment.

In the case of such delay in the supply of materials, UGVCL shall grant such extension of time for the completion of the works as shall appear to the Executive Engineer to be reasonable in accordance with circumstances of the case. The decision in the Executive Engineer as the extension of time shall be final and accepted by the contractor.

**18 Time Limit for Compensation Claims**

Under no circumstances, whatsoever, shall the contractor be entitled to any compensation from UGVCL on any account unless the contractor has claimed in writing to the Executive Engineer within one month of the cause thereof.

**19 Action and Compensation payable in case of Bad Work**

If at any time, before the security deposit is refunded to the contractor, it shall appear to the Executive Engineer or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful 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 inferior quality to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of, may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or any part, as the case may require or if so required shall remove the materials or articles so specified and provided other

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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 for every day, not exceeding ten days during which the failure so continue and in the event of any such failure as aforesaid the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of, as the case may be, at the risk and expense in all respects of 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 thereof.

Provided that in the case of any work of which visible check is not possible, if the Engineer-in-charge or his subordinate in charge of the work feels that such work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, he shall take sample tests at random, cost of which shall have to be borne by the contractor and if after taking such test, part of such work is found to be defective in any respect or to have been executed with materials of inferior quality, then the contractor shall be paid for the whole work such amount as may be fixed by the office of the Engineer-in-charge on the basis of the lowest quality of work found by him in such samples tests.

**Explanation: I**

Sample Test shall mean:

- (i) In relation to any civil work, such test as may be considered necessary, by the Engineer-in-charge or his subordinate in charge of the work.

**Explanation: II**

Cost of the sample test shall mean cost incurred for the purpose of taking Samples & test and for restoring tested work to its original condition.

**20 Work to be opened to Inspection, Contractor or Responsible Agent to be present**

All works under execution or in course of execution in pursuance of the contract shall at all times be open to the inspection and supervision of the Executive Engineer and his subordinate and contractor shall at all times, during the usual working hours and at all other times at which reasonable notice of the intension of the Executive Engineer or his subordinates to visit the works shall have been given to the contractor, during which period either he should be present to receive order and instruction, or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's duly authorized Agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

**21 Notice to be given before work is covered up.**

The contractor shall give not less than 5 days notice in writing to the Executive Engineer or his subordinates in charge of the work, before covering up or otherwise placing beyond the reach of measurement of 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 shall not covered up or placed beyond the reach of measurement and work without the consent in writing of Executive Engineer or his subordinate in charge of work, If any work shall be covered up or placed beyond the reach without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof, no payment or allowance shall be made for such work, or for the materials, with which the same, was executed.

**22 Contractor's Liabilities**

The Contractor shall supply, at his own cost, all materials (except such special materials, if any as may be supplied from the UGVCL stores in accordance with the contract) plant, tools, appliances, implements,

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ladders, cordage, tackles, scaffolding and any temporary works which may be required for the proper execution of the work., in the original, altered or substituted form and whether included in the specification or other document 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 the requirements of the Engineer-in-charge as to any matter on which under these conditions, he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work, the contractor shall also supply without charge, the requisite number of persons for setting out works, and counting, weighting and assisting in the measurement of, examinations at the time and from time to time of the work or 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 depositor of a sufficient portion thereof, the contractor shall provide all necessary fencing and light required to protect the public from accident and shall also be bound to bear expenses of defense of every suit, action or other legal proceedings of law that may be brought by any person for injury sustained. Owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid in compromising any claim by any such person.

**23 Contractor Liable for all Damages**

Compensation for all damage done intentionally or unintentionally by contractor's laborer, whether in or beyond the limit of UGVCL's property, shall be estimated by the Executive Engineer, or such other office, as he may appoint and the estimate of the Executive Engineer, subject to the decision of the Additional Chief Engineer, on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation demand, failing which, the same will be recovered from the contractor as damages or deducted by the Engineer in charge from any sums that may be due to or become due from UGVCL to the contractor under this contract or otherwise.

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

**24 Rescission of Contract and Forfeiture of Deposit.**

The contractor shall not assign or sublet any work, without the written approval of the Engineer-in-charge and if the contractor assign or sublet his contract, or attempt to do so or become insolvent or commence any proceedings to be adjudicated as insolvent or make any composition with creditors, 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, or any person to the employee of UGVCL in any way relating to his office or employment or if any such officers or persons shall become in any way directly or indirectly interested in the contract, the Executive Engineer may, by 10 day's notice in writing, rescind the contract. In the event of a contract being rescinded the Security Deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Company and the same consequences shall ensure as if the contract has been rescinded under clause 4 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

**25 Compensation:**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 UGVCL, without reference to the actual loss or damage sustained and whether any damage has not been sustained.

**26 Change in the constitution of firm to be notified**

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In the case of tender by partnership firm, any change in the constitution of firm shall be forthwith notified by the contractor to the Executive Engineer for his information.

**27 Works under direction of Additional Chief Engineer**

All works to be executed under the contract shall be executed under the direction and subject to the approval of the Superintending Engineer (Civil) of the corporate office, Mehsana 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.

**28 Decision of Superintending Engineer (Civil) to be final**

Except where otherwise specified in contract and subject to the power delegated to him by UGVCL under the UGVCL's rule, then in force the decision of the Superintending Engineer (Civil) shall be final, conclusive and binding on all of the specification, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or material used or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning, the works or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof.

**29 Arbitration**

"All questions, disputes or differences, whatsoever which may at an time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation there to, shall be referred to the "gujarat public works contracts disputes arbitration tribunal" as per the provisions of the gujarat public works contracts disputes arbitration tribunal act, 1992.

The reference to arbitration proceedings under this clause shall not:

- a) Affect the right of the Engineer-in-charge to take possession of all or any tools, plants, materials and stores, in or upon the work or 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.
- b) Preclude the Engineer-in-charge from utilizing the materials purchased by the Contractor in any work or from removing such materials to other place, during the period the work is stopped or suspended in pursuance of notice given to the contractor under General Conditions.
- c) Entitle the contractor to stop the progress of the work or carrying out the additional or altered work in accordance with the provision of General Conditions for the work where there is no specification.
- d) Preclude the UGVCL from getting the work done by another agency.

Neither party is entitled to bring a claim to arbitration latest by the thirty days after the expiration of the defects liability period.

The provisions of the Arbitration & conciliation Act, 1996, Gujarat Public Works Contract Disputes Arbitration Tribunal Act, 1992 and rules made there under shall apply to the arbitration proceeding under this clause.

**30 Lump Sum in Estimate**

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

**31 Lump Sum Tenders**

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Whenever lump sum tenders have been invited for building or other structures of the same type, design, the contractor shall submit his bill stated in Clause No.11 and the Engineer-in-charge not below the rank of Executive Engineer shall certify by general measurement or by other method considered suitable to him, the value of work done and the contractor shall be paid monthly a sum equal to 80% of the total value the work so certified, since the last payment, after deducting a part or whole of the secured advance if not already paid for the materials utilized on the works. An additional secured advance for any fresh materials brought on site will also be paid if certified by the officer not below the rank of Executive Engineer. After the work is completed final bill would be paid on the certification of officer not below the rank of Executive Engineer, that the work is done according to drawing and specifications attached to the tender. If any additions and alteration have been carried out, detailed measurements in respect thereof shall be recorded and extra payment or deductions are regulated as per item rates quoted by the contractor while submitting the tender and if there are any items in the additions and alterations for which the contractor has not quoted a rate, the payment shall be as per Clause 15 above.

**32 Action where no specifications.**

In the case of any class of work for which there is no such specifications as is mentioned in clause 1. such work shall be carried out in accordance with the PWD specifications and if there is no PWD specifications, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge / consultant of the UGVCL etc.

**33 Industrial Labour Laws**

**1. Wages to be paid and time of payment etc. by the Contractor: -**

- a) The contractor shall pay to his labourers as may be specified under minimum wages Act. The wages of every contract labour employed by him under this contract shall be paid by him before the expiry of 7<sup>th</sup> day of the last day of the month in respect of which the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). The payment shall be disbursed in presence of Management Representative during the working hours and the contractor shall get the entries certified in the register of wages by the Representative of the UGVCL. Any default will result in cancellation of contract forthwith or else the contractor shall be punishable to the extent of Rs.100/- fine per each day.
- b) The contractor shall give his telephone number and address to the UGVCL so that in case of labour trouble etc., the contractor can be contacted. The contractor shall arrange to have his office outside the work premises and the contractor keep himself present throughout the working hours.

**2. Labour Laws: -**

- i) Persons below the age of 18 years shall not be employed for the work.
- ii) No female worker shall be employed in the night shift between 7.00 p.m. to 6.00 a.m.  
Contractor shall maintain a valid labour license under the Contract Labour (Regulation and Abolition Act) for employing necessary manpower to be required by him. In the absence of such license the contractor shall be liable to be terminated without assigning any reason thereof.
- iii) The contractor shall at his own expense comply with all labour laws and keep the UGVCL indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the contractor shall comply with, are as under:
  - i. Payment of contribution of wages of employer's contributions towards Provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative Charges etc. at the rates made applicable from time to time by Government of Gujarat / Government of India or other Statutory Authorities.
  - ii. Payment of deposit in respect of each contract labour of the rate as applicable time to time as per the rules of the office of the Commissioner of Labour as per the Contract Labour Act (Regulation & Abolition).

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- iii. License Fee as prescribed under the contract Labour Act (Regulation and Abolition) and Rules framed there under depending upon the number of workmen employed by the contractor.
  - iv. Identity cards as prescribed under the labour laws with photo affixed thereto, the same for identification.
  - v. Payment of retrenchment compensation, notice pay and other liabilities as per Industrial Disputes Act. Any payment to the contractor's employees arising out of any claim of disputes under the Industrial Disputes Act – 1947 or any other laws.
  - vi. Provision of compensation in the case of accidental injury under workman's compensation act 1923
  - vii. Payment of crèche if the female labour employed is more than 30 numbers
  - viii. Maternity leave as per the provision of the Maternity Benefit Act.
- The above are some of the major liabilities of the contractor in addition to other liabilities prescribed under the various Labour Laws in force from time to time from Statutory Authorities like State Government / Government of India which the contractor shall have to comply with.

**3. Provident Fund and Family Pension Scheme**

The contractor shall submit along with his bill (month wise) a statement regarding deductions against employees' provident fund and family pension scheme in respect of each concerned employees' Provident Fund and Family Pension scheme at the rate of 12 % (or at the rates made applicable by the Government from time to time) of the wages. Contractor's contribution and his worker's contribution towards provident fund and family pension scheme shall be deposited by the contractor with regional Provident Fund Commissioner, Ahmedabad.

**4. Deposit Linked Insurance Scheme: -**

The contractor shall have to deposit ½ % of the wages in-respect of employees who is a member of the Provident Fund as the contribution to the Deposit Linked Insurance Scheme with Regional Fund Commissioner, Ahmedabad. No compensation / Reimbursement will be given to contractor for compliance of labour laws.

**5. Administrative Charges: -**

Administrative charges for maintaining Provident Fund Account shall be deposited by the contractor with Regional Provident Fund Commissioner, Ahmedabad at the rates applicable.

**6. Paid Leave Facility**

Paid leave facility at the rate of one day for every 20 days worked by the contract laborer shall be provided by the contractor to his workers. He shall maintain Leave records/ Leave Cards for individual laborer which shall be duly verified and approved/ certified by the authorized officer of the UGVCL.

**7. Workmen's Compensation Act and Group Insurance: -**

The contractor shall cover all his employees under Workmen's Compensation Fund and under the Liability Insurance. The contractor shall employ adequate number of experienced staff at site for daily supervision and for maintenance of various registers and records required under the law and contract. No payment for supervision shall be admissible.

**8. Contractor to Indemnify to the UGVCL**

The contractor shall indemnify and keep indemnified to UGVCL and every officer and employees of the UGVCL and also Engineer-In-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred in above clauses and elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the UGVCL by any workman / employee of the contractor or any sub contractor and / or from any liability may arise to any workman / employees of the

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contractor or any sub contractor under any law, rule or regulation having the force of law claims under workman's compensation Act, 1923. The employee's Provident Act, 1952, and / or the contract Labour (Abolition and Regulation) Act, 1970. The UGVCL shall not be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified UGVCL against all such damage and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

9. The UGVCL reserves the right to terminate this contract at any time during the contract period without giving notice of termination or any reasons thereof.
10. The UGVCL will be entitled to deduct directly from the bills, to be paid to the Sub-contractor and Labourers any sum or sums payable by contractor, on account of contractor's default in respect of all liabilities referred to in above clauses.
11. Nothing in the contract document stated shall anyway constitute any workmen/ employees of the contractor or any sub-contractor as or to be workmen/employee of the power, or place obligation or liability in respect of any such workmen/ employee upon the UGVCL.
12. No Compensation or escalation will be paid towards maintenance of records, raising the rates than minimum wages, engaged skill or higher skilled qualified supervisor / workers whose payment made by the contractor. It shall have to be borne by contractor only.
13. No Compensation / Reimbursement / Escalation or extra charges will be paid towards implementation / compliance of the provision of various labour laws applicable to the contractor such as Provident fund and family pension scheme, minimum wages Act, Linked insurance scheme, paid leave facilities, Workman compensation, Group insurance, Contract Labour (Abolition and Regulation) Act 1970, Payment of wages Act, Industrial Disputes Act-1947, Maternity Benefit Act, Family Pension, Creches Deposit Linked insurance scheme.

NOTE: -Any Other Act prevailing at the time of execution of work, over and above act specified herein shall be binding to the contractor

#### **34 No Claim for Variation in Quantities of Work**

Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work actually executed, being either more or less up to any extent than those entered in the tender or less than those entered in the tender or estimate.

#### **35 No Claim for Compensation for Delay in starting work**

No compensation shall be allowed for any delay caused into starting of work on account of acquisition of land and in the case of clearance for works or any delay in according sanction to estimates.

#### **36 No Claim for Compensation for delay in execution of work**

No 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 for hard or cracked soil, excavation in mud, sub-soil water or water standing in borrow pit and no claim for an extra rate shall be entertained unless otherwise expressly specified & mentioned in the tender.

#### **37 Entering upon or commencing any portion of work**

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

#### **38 Acceptance of conditions on tendering for work.**

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Submission to tender or acceptance of work order shall imply acceptance of these conditions of tender by contractor.

**39 Employment of Scarcity Labour**

If government declares a state of scarcity or famine to exist in any village situated within 20kms of the work, the piece worker / contractor shall employ upon such part of the work as are suitable for unskilled labour; any person certified to him by the Executive Engineer or by any person to whom Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay wages to such person not below the minimum wages, which Government may have fixed in this behalf from time to time. Any implementation of this clause shall be decided by the Additional Chief engineer / Engineer-in-Charge whose decision shall be final and binding on the piece worker / contractor.

**40 Employment of Technical Persons**

The contractors who are registered under class 'A', 'B' and 'C' or such contractor who executes the works of Rs.5 lakhs and above shall employ the technically qualified personnel possessing minimum a Diploma qualification from recognized Technical institution, for executing the work of the UGVCL.

**GENERAL CONDITIONS OF CONTRACT**

**1. Contactor to inform himself fully:**

The contractor shall be deemed to have carefully examined the work & site conditions, the general conditions, the special conditions, specifications, schedules, drawings shall be deemed to have visited the site of the works & to have fully informed himself regarding the local conditions.

If there shall have any doubts as to the meaning of any portion of these general conditions or special conditions of the scope of work of the specifications or any other matter concerning the contract, he shall in good time before submitting his tender, send for the particulars thereof & submit them to the Engineer in writing in order that such doubt may be removed.

**2. Data to be furnished by Contractor**

Prior to the commencement of work the contractor shall submit a bar chart showing detailed programme for completing the work within time limit to the Additional Chief Engineer(Civil) for approval within a week of the date of LOI. .

No change in the approved plan & layout shall be carried out without specific written approval of the Executive Engineer in charge.

**3. Errors, Omissions & Discrepancies**

In all cases of errors, omissions, doubts or discrepancies in the dimensions, or discrepancies in the drawings & items of work on specifications, reference shall be made to the Executive Engineer whose elucidation & elaboration shall be considered as authoritative.

The contractor shall be held responsible for any error that may occur in the work thorough lack of such reference.

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4.

- I. Temporary structures may be erected by the contractor for storage sheds, offices, and residential etc. for non-commercial use on land, handed over to him at his own expense & with the permission of the UGVCL. In any circumstances for constructing temporary structures contractor's use, UGVCL free supply of materials shall not be made. If it is found that UGVCL's free supply materials are used for the works other than approved drawings, it will be recovered at penalized rate.
- II. The contractor shall preserve all existing vegetation such as trees on or adjacent, to the works site which, do not interfere with the construction as determined by the UGVCL.
- III. The contractor shall take all possible precautions in felling trees authorized for removal to avoid any unnecessary damage to vegetation & trees not to be felled & to structures or to workmen, & shall be responsible for any damage if it occurs in such operations.
- IV. All produce from cutting of trees grass etc. shall be the property of UGVCL & shall be stacked at the directed places. No claim shall be made for such tree felling / cutting & stacking of trees/produce or grass etc. by the contractor.
- V. The land shall as herein before mentioned be handed over to UGVCL / Owner of Land immediately after the completion of the work under this contract. Also no land shall be held by the contractor longer than the UGVCL shall deem fit & necessary & the contractor shall, on due notice by the UGVCL, vacate & return the land which the Engineer In Charge may certify as no longer required by the contractor for purposes of the work.

**5. Start of Work:**

The contractor shall not enter upon or commence any portion of the work except with the written permission of the authority of the UGVCL, failing which the contractor shall have no claim to ask for measurement of or payment for work & shall be responsible for any claims or damages that may arise due to such unauthorized commencement or entry. No compensation shall be allowed for any delay caused in starting the work on account of any delay in clearance of the work site.

**6. Work to execute to the satisfaction of the UGVCL's Engineers:**

The contractor shall proceed with the work with diligence & expedition & the whole of the work herein specified as well as the mode of execution shall be under the supervision & the direction & shall be carried on to the entire satisfaction of the UGVCL's site Engineers, who shall have full powers to order the contractor to alter, enlarge or diminish the form, dimensions, positions, or quantities of any of the work or to make use of materials & workmanship of different descriptions & qualities from this herein specified. In the case of any class of work for which there are no Technical Specifications, these shall be carried out in accordance with the latest IS Codes & in the event of being no relevant IS Code, the works shall be carried out in accordance with the directions & instructions of the UGVCL's Engineers at site.

**7. Workmanship, etc.:**

The work shall be executed in thoroughly substantial manner with workmanship of best quality & strictly in accordance with the specifications & with the drawings, or with such other drawings or written instructions as may from time to time be furnished to the contractor, in accordance with terms of this contract & shall be completed in every respect with workmanship implied & necessary according to the fair interpretation & meaning of the same & should there be any discrepancy between the drawings & specifications or any difference or dispute as to the dimensions to be worked out or the mode of doing periodical quantity of the work to be executed or with respect to any subject arising out of this contract, the decision of the Company's authorized Engineers shall be final & binding on all parties.

**8. Samples of descriptive Data:**

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Samples of descriptive data requiring approval shall be submitted by the Contractor to the UGVCL's Engineers in good time before the use of such material to permit its inspection & testing & there-by the approval. The samples shall be properly marked to show the name of material, manufacture place of origin & the place where it is intended to be used etc. Failure of any samples to pass specified tests requirements. It shall be sufficient cause for the refusal to consider any further samples from that source.

**9. Baselines & Grades:**

The UGVCL near to the site of work shall furnish one permanent Bench Mark. Semi-permanent baselines & cross lines shall be established at sufficiently spaced intervals with benchmarks by the Contractor at his own cost & risk. The contractor shall provide at his expense, all the required pillars, equipments, materials, & labour for the establishment of the grade lines & bench marks, for that the Contractor shall be responsible for their further maintenance during the execution of the actual work till the complete period of construction. The contractor shall be responsible for the proper execution of work to such lines & levels & grades as may be specified in the drawings, established, or indicated by the UGVCL's Engineers. All the survey work, if required, shall be checked by the UGVCL's engineers. However, this shall not absolve the contractor for the correctness of survey/ temporary or permanent Benchmarks.

**10. Contactor not to dispose off soil, etc.:**

The contractor shall not sell or otherwise dispose off or remove except for the purpose of this contract the sand, ballast, earth, rock or other substances or materials that may be obtained from any execution made for the purpose of this contract or produce upon the site at the time of delivery of the possession of the land but also such substances materials & produce shall be the property of the UGVCL & shall be disposed off in the manner & place as directed by the UGVCL's Engineers.

**11. Gold, Silver, Minerals, Oil Relics, etc. found on the Site:**

All gold silver, oil relics, or other minerals, of any description & all precious stones, coins, treasures relic, antiquities, & other similar things that shall be found in or upon the site shall be the property of the UGVCL. The contractor shall return the gathered things as above to the authorized representative of the UGVCL.

**12. Fencing, lighting & ventilation:**

The contractor shall be responsible for the proper lighting, fencing, guarding & taking of all the necessary safety measures for all works comprised in the contract & or the proper provision of temporary roadways, footways, guards fences, caution notices etc. as far as the same may be rendered necessary by reasons for the work for the accommodation & protection of workmen foot passenger or other traffic & of the UGVCL & occupiers of adjacent villages, property of the public & shall remain responsible for any accidents that may occur on account of his failure & timely precautions.

All the works & approaches shall be adequately illuminated with electric lights to the satisfaction of the UGVCL's Engineers. The power & lighting connections, wiring equipment shall be subject to the inspection & passing by Electrical Inspector to GOG authorized under the Indian Electricity Act. Any additions alterations or omissions shall be got approved from the UGVCL's Engineers got certified from the Electrical Inspector. Work spots such as faces of excavation of borrow pits; filling area etc. shall be adequately illuminated with floodlights to the satisfaction of the UGVCL's Engineers.

**13. Explosive Procurement&Storage :**

Explosives, petrol, oils, fuels, & other inflammable materials shall be stored strictly in accordance with the rules of the Explosive Department. The contractor shall at his own expense construct & maintain proper

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magazines which are required for the storage of explosive & arrange for storage facilities for oils, petrol, fuels etc. for use in connection with the work.

The contractor shall at his own cost obtain the necessary license for the storage & use of explosives, oils, petrol, diesel etc. The UGVCL shall not take any responsibility whatsoever in connection with the storage or use of explosives on the site, any accident occurs in the connection at site or nearby village or vicinity. All operations of the contractor in which or for which explosives are employed shall be at the risk of the contractor & upon his own responsibility.

**14. Liability for accidents to persons:**

14.1. The contractor or subcontractor shall indemnify the UGVCL against any claims which may be made under the workman's compensation Act, 1923, or any statutory modification or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury caused, by fault of contractor or subcontractor & sustained by any workmen or other person on the employment of the contractor or subcontractor. In every case in which by virtue of the provisions of subsection (1) of section 12 of the workman's Compensation Act, 1923, the UGVCL is obliged to pay compensation to a workman employed by the contractor or subcontractor in execution of the work, the UGVCL will recover from the contractor the amount of compensation so paid, and without prejudice to the rights of the UGVCL under subsection 12 of the said Act, such amount will be paid back to the UGVCL in 30 days, failing which the UGVCL will be at liberty to recover such amount of any part thereof by deducting it from the dues by the UGVCL to the contractor under this contract or otherwise. The UGVCL shall not be bound to contract any claim made against either of them under section 12, subsection (1) of the said Act, except on written request from the contractor & upon his giving to the UGVCL full security for all costs for which the UGVCL might become liable in consequence for entertaining such claims.

14.2. The contractor and/or subcontractor named in the contract shall indemnify the UGVCL against all claims based upon injury or death to any person in the employment of the contractor or sub contractor, or to the third parties under paragraph (a) 2 or condition no.47 to the extent of any sums recovered under the insurance policy.

14.3. On occurrence of the accident which result on the death of workman employed by the contractor or subcontractor, which is so serious as to be likely to result in the death of any workman, the contractor shall within 24 hours of happening of such event intimate in writing to the Engineers of the UGVCL the fact of such accidents. The contractor or subcontractor shall indemnify the UGVCL against all loss or damage sustained, by the UGVCL resulting directly or indirectly from his failure to give intimation in the manner aforesaid including penalties or fine if any, payable by UGVCL as a consequence of UGVCL's failure, to give notice under workman's compensation Act or otherwise to confirm to the provisions of the said Act in regard to such accident.

**Liability for damage to works & materials:**

14.4. The contractor shall during, the progress of the work, properly protect the works & the existing Ash Disposal pipelines & materials placed at his disposal or acquired for him by the UGVCL, & shall remain answerable & liable for all accidents, damages. Loss etc. & shall be made good in the most complete & substantial manner by & at the sole cost of the contractor & to the reasonable satisfaction of the UGVCL's Engineers. If the contractor fails to make good such losses, damages within the specified time given by the UGVCL, the UGVCL shall be at liberty to recover the amount towards such expenses fixed by the UGVCL's Engineers & shall be recovered from the amount due under this contract to the contractor.

14.5. Further the contractor shall, at all times, protect & preserve all materials, machinery, equipments, Ash Disposal pipelines, allied structures such as spillway chambers, ADP, haul road and ramps etc., materials & so acquired by himself or UGVCL for the execution of the work. All reasonable requests of the UGVCL's Engineers to enclose or especially protect any of the above shall be expeditiously complied with at no extra cost.

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- 14.6. If the Engineer considers that the work, asked for in the aforesaid Para, is not sufficiently & satisfactorily protected by the contractor, on requests made for, the UGVCL shall be entitled to arrange for such protection at his unfettered discretion & recover the cost thereof from the contractor.
- 14.7. Until the work shall be or deemed to be taken, over as aforesaid, the contractor shall also be liable for & shall be deemed to have indemnified the UGVCL in respect of all damage or injury to any person or any property of the UGVCL or of others in villages nearby, occasioned by the negligence of the contractor or his workmen, or his subcontractor, or by defective /ill methods of working.
- 14.8. Materials, tools, machinery brought on the site of work:  
All materials, tools & tackles, machinery etc. of the contractor brought to & delivered upon the site for the work shall be the time of their being so brought shall be deemed to be the property of the UGVCL in it's possession to be used for the purpose of the work & for that purpose only & shall not on any account be removed or taken away by the contractor or any other person without the permission of the UGVCL's Engineers in charge, but the contractor shall be fully responsible for & loss, destruction thereof or damage thereto. The UGVCL may have a lien on such materials, tools, tackles, machinery for any sum or sums which may at any time prior to the completion of the works be or owing to the UGVCL by the contractor, under in respect of & dispose of any such materials, tools. Tackles, machinery in such a manner as the UGVCL may think fit & to apply the proceeds in or towards the satisfaction of such sum or sums due or owing as aforesaid but subject to such lien & power of sale & disposal such surplus materials, tools, tackles, machinery shall belong to the contractor & may be removed & disposed off by him as he may think fit.

**15. Access to site & work on site:**

The Engineer or his authorized representative may if he considers fit from time to time enter upon any lands which may be in the possession of the contractor under this contract, for the purpose of executing any work not included in this contract & may execute by other contractors at his opinion & the contractor shall in accordance with the requirements of the Engineer, afford all reasonable facilities for execution of the works including occupation of lands by structure or otherwise for any other contractor employed by the UGVCL & his workmen or for the execution on or near site of the works not included in the contract. The contractor shall not be entitled for any extra claims on such executions.

**16. Inspection of Works:**

The UGVCL's Engineers or their authorized representatives shall have at all times power to inspect the works, wherever in progress, either on site, on the contractor's premises in connection with this contract. Further, the contractor shall not allow any person other than UGVCL's Engineers or their authorized representatives to the work sites. The contractor shall, during working hours, maintain supervisors of sufficient training & experience to supervise the work as a whole. All orders & directions given to such supervisors or other staff shall be deemed to have been given to the contractor. Further the UGVCL may by due notice, desire a high ranking member of the supervisor staff of the contractor to be present on any specified inspection & the contractor shall comply with such directions.

**17. Action & compensation payable in case of Bad Work:**

If at any time before the refund of Security Deposit to the Contractor it appears to UGVCL's Executive Engineers or subordinate and / or any authorized officer of the UGVCL that the work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality or any materials or articles provided by him are unsound or of quality inferior to that contracted as specified in the Technical Specifications or otherwise not in accordance with the contract, it shall be lawful for the UGVCL to intimate that the works, materials, articles which may have been inadvertently passed, certified & paid to the Contractor. The Contractor shall be bound to rectify or remove & reconstruct the said work so specified at his own charge & cost & in the event of being failure to do so within specified period by the UGVCL, the Contractor shall be liable to pay compensation at the rate of 1% per day on the amount of the estimate for the specified work. For the period up to 10 days this shall be attended by the Contractor else the UGVCL shall get these rectifications at the risk & expense in all respects of the Contractor.

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**18. Cleaning up:**

- 18.1. The contractor shall at all time keep the construction areas & his labour colony & storage areas free from accumulation of waste, or rejected materials.
- 18.2. Prior to the completion of the work the contractor shall remove all rubbish from & about the premises, & tools, tackles, machinery, left out materials consumable, rejected materials, scaffolding etc. which are not the part of the permanent work/structure. The premises will be left fully satisfactorily to the UGVCL's Engineers/representatives; thereafter only the completion certificate will be issued.
- 18.3. Contractor's inventory of equipments & machinery:  
The contractor shall prepare & maintain an inventory of all machinery, equipments, temporary rolling stock, and plant purchased or hired for the use of this contract's execution.
- 18.4. Progress Schedule:  
Contractor shall furnish a Construction Schedule on receipt of LOI or Work Order whichever is earlier, in quadruplicate, indicating the date of start, the monthly progress expected to be achieved & anticipated completion of each major items of the work under this contract & procurement of equipments, machinery & other materials. The schedule should be such as is practicable of achievement the whole work in the time limit & of the particular items on due date specified in the contract & shall have the approval of the UGVCL's Engineers. Detailed schedules for each working season showing the progress month by month to be achieved is to be submitted to the Company. The UGVCL is empowered to ask for more detailed progress schedule week by week for any item or for all items & the contractor shall comply when asked for.
- 18.5. The UGVCL shall have, at all times the right without in any way violating this contract, or forming grounds for claim to alter the order of the works or any part thereof & the contractor shall after receiving such direction proceed in the order directed. The contractor shall revise the progress schedule accordingly & submit to the UGVCL in four copies.
- 18.6. The contractor shall furnish sufficient machinery, equipment, labourers & materials shall work for such hours & shifts as may be necessary to maintain/achieve the progress of the scheduled, after getting written permission of Engineer In Charge.
- 18.7. The progress schedules shall be in the form of bar charts, statements &/or reports as may be necessary & directed by the UGVCL's representatives.
- 18.8. Unsatisfactory Progress: In the case of unsatisfactory progress by the contractor not proceeding as per the Scheduled Programme approved by the UGVCL, suitable actions shall be taken in accordance with Clauses No. 3 & 4 of the booklet prescribed by the UGVCL for "Tender & Contract for Works".

**Recoveries:**

- Recoveries due from the contractor, up to the end of the month previous to the one in which the bill is prepared shall be made from bills approved for payment every month or at other periods when the bills are prepared, for the enlisted, but not limited to, in the order of priorities & extents.
- (a) Penalty, if leviable, expenditure, in full, incurred by the Company on contractor's behalf in respect of labour, machinery, equipment etc.,
- (b) Charges for services such as water & power supply, etc. in full,
- (c) Hire charges for UGVCL's or Government machinery if any,
- (d) Other recoveries not specifically mentioned but recoverable.

**19. Date of completion:**

The contractor shall complete the whole work & hand over to the Company on or before the date specified in the work order.

Provided always that if in the opinion of the UGVCL the completion of the works shall be delayed by any change of original design or by the order of the UGVCL, of any altered, modified substituted or additional

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works or materials omitted or by strikes, lock outs or stoppages of labour, or revolution, riots, civil or political disturbance or by the contractor not being given possession of the site or by the UGVCL taking possession of & using the site or part thereof or the works or part thereof or any part of the work or delayed supply of material by the UGVCL or by the not receiving any orders, drawings, instructions or directions in time or by the suspensions if the works or by fire, flood exceptionally bad weather tempest , storm or by from unforeseen circumstances(& whether the same shall be due to any act or omission of the UGVCL or its representatives) the UGVCL may in the unfettered discretion thinks fit either forthwith or at a later time & from time to time notwithstanding that the prescribed or extended time for completion has expired or work have been completed, extend the date for the completion of the works to such a date as deemed fit as practical & acceptable.

**20. Subletting of contract:**

There will be generally no objection on the component parts if the work, being given over to responsible subcontractors but UGVCL shall under no circumstances recognize these subcontractors & the responsibility of executing the work in the accordance with the conditions of contract will entirely rest on the main contractor. However written consent of EIC shall be obtained before subletting.

The main contractor will therefore always have the very responsible member, preferably a technical hand present on the works with power to sign all work orders issued on the site of work & to take requisite actions in the interest of efficient execution of work.

**21. Other contracts for the suspension stoppage or curtailments of work:**

If during the pendency of the contract the Engineer shall for any reason (which shall be unquestioned) whatsoever require the whole or any part of the work as specified in the contract to be suspended for any period or shall not require the whole or any part of the work as specified in the contract to be carried out at all by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be. In any case except as provided hereunder, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but he did not so derive in consequence of the full amount of the work not having being carried out, or on account of any loss that he may be put on account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation but reason of any alterations having been made in the original specifications, drawings, designs & instructions that may involve any curtailment of the work as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the contractor, before receipt of the aforesaid notice, the contractor shall be paid for such materials at the rate determined by the UGVCL, provided they would have been useful for the work curtailed or stopped are not in excess of requirements are of approved quality & cannot be used on other contract works or otherwise by the contractor &/or shall be compensated for the loss if any, that he may put to, on respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the UGVCL, whose decision shall be final.

The UGVCL may order the contractor to suspend any work on account of bad weather; rain or storm & such other adverse climate conditions & the contractor shall comply with the same. The contractor shall not be entitled to any compensation for such suspensions of work.

**22. Other contractors:**

Apart from this work, the other works connected with this work will be simultaneously going on either departmentally or through any other contractors. The contractors shall co-operate with others to their fullest extent & shall allow each other every facility & coordination for the execution of their works

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simultaneously & satisfactorily, during their action of machinery or execution of any other co-ordination works, the contractor will have to co-operate as directed by the UGVCL's Engineers in the charge of the works. In such cases the contractor shall not be entitled for any compensation on account of reduction or stoppage of labour force / machinery / equipment, etc.

In the matter of dumps, haul, roads, drainage, diversion & the like, each contractor shall take into considerations the needs & the requirements of the other contractors if any working in the vicinity. Further no contractor shall take or cause to be taken any stops or action that may cause disruption, discontent or disturbance to the work, labour arrangements etc. to other contractors. Any action, by any contractor, which the UGVCL in the unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the contract conditions & the UGVCL may take such action as may deem fit against the contractor & the action taken shall be considered as final & binding.

**23. Speed of work:**

The contractor shall at all times maintain the speed of work to conform to the latest operative progress schedule but the UGVCL may at any time with sufficient notice in writing direct the contractor to slow down or to accelerate any part or the whole work for any reason (which shall not be questioned whatsoever) & the contractor shall comply with such orders of the UGVCL. The compliance of such orders shall not entitle the contractor to any claim or compensation.

**24. Contract document & matters to be treated as confidential:**

All documents, correspondence, decision & other matters concerning the contract shall be considered as of confident & restricted nature by the contractor & he shall not divulge or allow access there to any unauthorized persons of any kind.

**25. Access to the contractor's book:**

Whenever it is considered necessary by the UGVCL to ascertain the actual cost for execution of any particular item of work, the UGVCL may do so by directing the contractor to produce the original invoices.

**26. Interest on money due to the contractor:**

The contractor shall not be entitled to receive the interest on the payment due to him upon measurements or otherwise or on any balance payable to the contractor. Also, contractor shall not be allowed to relate it with the progress of work at site in any case.

**27. Measurements to be provisional & subject to correction:**

Every measurement for running payment on account of work done shall be subject to adjustment or final measurements. In case there is disagreement between such intermediate & final measurements, the latter shall prevail.

**28. R.A. BILLS:**

The contractor shall submit his R.A. bill every month, which shall be processed in reasonable time after checking and recording the MB. The contractor shall be responsible to submit R.A. bills well in time and shall depute his representative for joint checking of the measurements; so that the bills can be processed in time. The contractor shall take due care in this regard, failing to which consequences will be up to him.

**29. Breach on part of UGVCL not to annul contract:**

No breach or non-observance on the part of the UGVCL of any the agreements contained herein, shall annul this contract or discharge the contractor from the observance & performance thereof, or of any part thereof, but on application by the contractor & in the unfettered discretion of the UGVCL an extension of time may be given to the contractor in respect of such breach or non-observance by the UGVCL.

**30. Labour conditions:**

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- 30.1. The contractor shall comply with the labour laws laid as may be current & shall furnish the returns & information as may be specified from time to time.
- 30.2. The contractor shall as far as possible obtain his requirements of labour, skilled & unskilled from the local areas.
- 30.3. The contractor shall pay wages as per the latest circulars applicable at the times for the minimum wages to be paid to unskilled, semiskilled & skilled labour prescribed by the Govt. of Gujarat. The UGVCL shall have the authority to remove from the work site any person, who may be considered unfit or undesirable & no responsibility shall be accepted by the UGVCL for any delay or extra *expense* caused towards the completion of the work by such removal.
- 30.4. If Govt. declares a state of scarcity or famine to exist in any village situated within 10 Km. of the work site then the piece worker or contractor shall employ upon such parts of work, as are suitable for unskilled labour any person certified by the UGVCL or by any person to whom the UGVCL has authorized, & shall pay the minimum wages as fixed by the Govt. of Gujarat in this behalf. Any dispute that may arise in the implementation of the clause the decision of the Superintending Engineer shall be final & binding.
- 30.5. The contractor shall provide reasonable facilities to the labour employed by him. The usual facilities are weather proof shelter for rest & meal, supply of whole some drinking water, facilities for obtaining food, reasonable washing & sanitary facilities, special facilities for women workers, suitable residential accommodation, general sanitation & health measures etc.
- 30.6. The implementation of any & all provisions of this clause in no way entitles the contractor to claim in this contract.
- 31. Local Laws:**
- 31.1 All local laws in force at the time entering into the contract & those enacted there after shall be binding on the contractor & he shall abide by the same.
- 31.2 All import duties, Sales Tax & other local taxes (if applicable) shall be borne by the contractor & they shall be deemed to have covered by this quoted rate.
- 32. Performa returns:**
- The contractor shall maintain Performa, charts & details regarding machinery, equipments, materials labour, personnel & other matters as may be specified by the UGVCL time to time.
- 33. Maintenance:**
- The maintenance period for the work shall be 6 months from the date of completion of work. The Security Deposit will be released by producing No Objection Certificate from concerned UGVCL office on completion of maintenance period or passing of final bill whichever is later.
- 34. Insurance:**
- The contractor shall procure or arrange for the Subcontractor to procure insurance coverage in amounts approved by the UGVCL & sufficient to protect against the following risks arising out of the work. Accidents & professional & non-professional sickness of all laborers & personnel engaged in the work as required by Law pursuant to Workmen's Compensation Act, 1923 or Revised version thereof. Injury or death to third parties including without limitation injury or death caused by any of the construction aids or vehicles or rented machinery, equipments used by the contractor or subcontractor whether at the site or elsewhere.
- Damage to contractors tools, machinery, construction equipments, form works, scaffolding materials etc. due to floods, earthquake or any such cause.
- Damage to the existing permanent structures of the UGVCL & nearby villages, equipments of the UGVCL OR of the co-contractors working in the area for other works.
- All the above conditions referred for the insurance cover, shall be in effect from the date of commencement of the work until the UGVCL has accepted the work.
- In the policies covering the insurances referred to above, the UGVCL, contractor & the subcontractor shall be as co-ensured where possible.

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The cost of insurance shall be borne by the contractor.

**35. Liens:**

Final payment to the contractor shall not be made until the contractor shall deliver to the UGVCL receipts in full in lieu thereof, & in either case, an affidavit that so far he has knowledge or information the releases & materials for which in lien could be filed. If any lien remains unsatisfied after all the payments are made, the contractor shall refund to the UGVCL all money that the latter may be compelled to pay in discharging such a lien, including all costs & a reasonable attorney.

**36. Special conditions:**

The successful Bidder, on receipt of Letter of Intent will submit within a week's time his planning/programme of works, for the scrutiny of the UGVCL in a PERT/BAR Chart Format, clearly indicating the UGVCL's inputs also.

Contractor will plan his work such that the works on all the fronts released by the UGVCL, simultaneous works should progress in such a way that the entire job is completed in the scheduled time limit.

The work commencement date will start from the date of issue of letter of intent by the UGVCL However interim mile stone to be jointly fixed after issue of LOI.

The successful bidder will have to depute his authorized representative to attend progress review meetings to be held at site or the UGVCL's Head Office at MEHSANA.

The contractor will be responsible for complying with all rules & regulation & the labour laws applicable to him & the UGVCL will not be responsible for any lapses committed by them. If there is any claim from the Govt. Authority pertaining to the contractor the same amount will be deducted from the contractor's bill.

The contractor shall depute sufficient numbers of qualified engineers / supervisors to look after work. The engineers / supervisors shall remain present at site at all the times. In no circumstances, contractor shall be allowed to continue work without engineering supervision.

**37. Payments shall be released on the availability of funds with the UGVCL.**

37.1. After the tender has been accepted by the UGVCL, all orders or instructions to the Contractor shall, except as herein otherwise provided to, be given by the UGVCL's Engineers at site on behalf of the UGVCL for the speedy execution of the work.

37.2. Employees Provident Fund:

Bidders shall note that they possess P.F. Code No. in the name of the company [under Employees Provident Fund Organization, Regional Office, Ahmedabad directive] obtained from the concerned Authorities of their respective jurisdictions.

In the event of non-possession of the separate P.F. Code No. as detailed in the foregoing para, the offer shall summarily not be considered for the acceptance despite the offer is the lowest quoted offer in the price bid opening.

**Section I TECHNICAL SPECIFICATIONS:**

**General Conditions of Contract**

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1. The contractors shall at their own expense make all necessary provisions for housing, water supply, and sanitary arrangements for their employees as well as for works and shall pay direct to the authorities concerned, all rates and taxes.
2. The contractor shall make their own arrangements for the necessary approach, road, for transport of their materials and be responsible for the compensation on account of damage to crop etc. & shall till completion of work.
3. All the royalty charges, other duties & all taxes will be paid by the contractor and no extra be claimed on this account, if otherwise explained.
4. Go-downs or sheds hired or constructed for storing of controlled materials and more particularly of cement shall be such as would prevent the materials from getting damaged in any way.
5. It will be absolutely incumbent on the contractors to have on the site of work only such of the materials as have been duly passed by the Engineer-in-charge. Materials that have been rejected must on no account be allowed to remain on the site, and in spite written order to do so, any such rejected material is on the site beyond a period of 48 hours notice, the Engineer-in-charge shall have the right to remove it, at the risk and cost of the contractors and even to destroy it.
6. It must be distinctly understood that conditions of contract and of claims in respect of extra work, will not be allowed unless the works to which they relate is clearly without the spirit and meaning of the specifications or unless such works are ordered in writing by the Engineer-in-charge and claimed for in specified manner.
7. On completion of the work, the site shall be cleared by the contractor within the stipulated period, and ground brought to original state and they shall not be entitled for any extra claim on this account.
8. General Specifications of the relevant Indian standard specification shall also apply.
9. Damage to work clause:  
The works whether fully constructed or not and all materials, machinery plant tools, temporary buildings and other things connected there shall be at the risk and in the sole charge of the contractor, until the works have been delivered, completed to the satisfaction of the Engineer-in-charge and certificate from him to the effect is obtained. Until such delivery, the contractor shall at their own cost, take all the precautions reasonably necessary, to keep all the aforesaid works, materials, machinery, plant tools. Temporary buildings and other things connected with the works, free from any loss or damage and in the event of the same or any part thereof being lost or damaged, shall forthwith within the possible speed, reinstate and made good such loss or damage at contractor's own cost.
10. Any components or part of the work shall not be given to any sub-contractor without approval of the competent authority of the UGVCL. The whole responsibility of the execution of the work, as per the terms and conditions of the contract, will entirely rest on the main contractor. The main contractor shall always keep his responsible representative, preferably a technical hand, on work site with powers to sign M.R.s. and take necessary decision and implement the instructions issued in the interest of efficient execution of the works.
11. The Engineer-in-charge will fix the hours of work, and no work shall be executed beyond that period, during night time or in absence of the Engineer-in-charge of his authorized agent. The box measures shall be filled only in the presence of the engineer-in-charge or his authorized agent.
12. Contractor will be asked to present the sample of materials and the approved samples will be preserved at the site of work, and no change in the approved sample will be allowed, without the written permission of the Engineer-in-charge.
13. In any work is not executed according to the specifications, and the directions of the Engineer-in-charge, the same will be rejected, and the contractor has to re-execute the same without any financial implication to the UGVCL.
14. Contractor will have to communicate the name of his authorized agent, who shall be present on the works, and shall be authorized to sign the material requisitions, receive instruction given verbally or on the order book, on behalf of the contractor.

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15. The contractor will have to sign the conditions of contract, and execute the agreements, send the list of previous works executed, solvency certificate and pay up the security deposits, failing to that, the tender will be rejected and earnest money deposited will be forfeited. The value of the stamp paper and stamp duty charges shall be borne by the contractor.
16. Tenderer must return the form of tender, with the specifications and the schedule of quantities, and rates and other schedules duly signed on each page. Any tender not bearing signature of the tenderer on all the documents accompanying the tender is liable to be rejected.
17. Before submitting his tender, unit rates, which shall be for the finished work complete, including charges involved in testing, maintenance for a period of 06 months, the tenderer shall closely examine the specifications and carefully study the drawings and all documents, which form a part of the contract, to be entered into by the accepted tenderer.
18. The Tenderer shall must visit the site of work and see himself the site conditions regarding water, labour conditions, rates and approach roads during all seasons and all other matters affecting the works before submitting the tender.
19. The submission of tender by a contractor implies that, he has read these instructions, the conditions of contract etc. and has made himself aware of the scope and specifications of the work to be done, and of conditions and rates at which stores will be issued to him, and local conditions and other factors bearing on the executions of the work. The UGVCL will not therefore, after acceptance contractor's rate, pay any extra charge for lead or for any other reason. In case the contractor is found later on, to have misjudged the site conditions.
20. The tender document shall be written legibly and free from erasure, over writing or conversions of figures. Correction where unavoidable, shall be made by crossing out, initialing, dating and rewriting.
21. The UGVCL or its officers, who accept tender, shall have the right of rejecting all or any of the tenders, and will not be found to accept the lowest offer not to assign any reasons whatever, for the rejection of any tender or all tenders.
22. The tender notice to tenderers shall form a part of the contract.
23. The entire work is to be completed, within the stipulated time limit from the date of issue of letter for commencement of the work by field office. The contractor will not be eligible for any extra for the idle period of works, or waiting period that may be required to suit other consideration, and no claims for compensations on account of such, will be considered. However, in case of delay due to circumstances beyond the control of contractors, either in date of commencement or due to, waiting during construction, extension in time may be considered for completion of works, without any penalty to the UGVCL.
24. The contractor shall keep full time qualified Civil Engineers at the site, who shall be fully authorized to receive and comply with such instructions, as given by the Executive engineer. The name of such Engineer with his qualifications and experience shall be intimated by the contractor. The Executive Engineer shall have the right to demand the removal of any technical personnel, skilled or unskilled workmen, who in his opinion are considered to cause bad workmanship in the execution of works or to cause indiscipline.
25. The department reserves the right to make any change in the design and the plans of the works and the contractor shall be bound to carry out them at the rates tendered. No claim or compensation will be allowed on this account.
26. Bills shall be submitted by the contractor monthly on or before the date fixed by the Executive Engineer, for all works executed in the previous months.
27. Should this tender be accepted I /We hereby agree to abide by and fulfill all the terms and provisions of the "Tender & contract for works" as applicable, and in default thereof to forfeit and pay to the UGVCL the sums of money due.
28. The contractor shall keep instruction book on site, for taking site instruction from time to time. This book shall be made available on site whenever asked for.
29. The contractor shall pay wage to the workers, as per minimum wages act as declared by the Government time to time.

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30. The contractor shall follow all labour laws of Govt.
31. Contractor shall arrange for testing of material to be used in the work or finished product, if desired by the Executive Engineer. The provision shall be made in the unit rate quoted for this.
32. The full value of the “Earnest Money Deposit” paid herewith, shall be forfeited to the UGVCL, if the contractor fails to deposit the full amount of specified security deposit, within stipulated time.

**33. CEMENT CONSUMPTION SCHEDULE**

The proportion of cement with coarse aggregate and the fine aggregate for cement concrete works & with sand in case of cement mortar will be in accordance with the under mentioned schedule showing the consumption of cement in bags. The Engineer-in-charge will adjust the proportion of cement irrespective of the mix mentioned in the description of the items, to ensure the consumption of the cement as per prescribed schedule. The tendered rate will be considered to have been based on the consumption of cement in this schedule and nothing extra will be paid on this account.

- a. If the quantity of cement shown as utilized in the work, is observed to be less than permitted as below then work will be accepted at reduce rate at the discretion of EIC, if deemed fit.

Table showing the cement required to be consumed in civil work items.

Sr. no.	Item Description	Unit	Cement to be consumed in Bags
1.	Masonry Works B.B. Masonry in C.M. 1:6. U.C.R. Masonry in C.M. 1:6 U.C.R. with pointing in C.M. 1: 2 115 mm thick B. B. Partition in C.M. 1:4 –do- but with both sides plaster in C.M.: 1:3;12 mm thick.	1 CMT 1 CMT 1 CMT 1 SMT 1 SMT	1.40 1.70 2.00 0.20 0.46
2.	Cement Concrete works without finishing C.C. 1:1 ½ : 3 C. C. 1 : 2 : 4 C.C. 1 : 3 : 6 C.C. 1 : 4 : 8 C.C. 1 : 5 : 10	1 CMT 1 CMT 1 CMT 1 CMT 1 CMT	8.00 6.40 4.40 3.40 2.60
3.	Flooring 25 mm thick I.P.S. in C.C. 1:2:4 –do- 40 mm thick –do- 50 mm thick –do- 75 mm thick –do- 100 mm thick Cement for fixing marble Mosaic Tiles –do- White glazed tiles with 12 mm thick coating cement plaster for leveling. Terrazzo floor finishing 20 mm thick with 12 mm thick back coating cement plaster. Kotah stone flooring	1 SMT 1 SMT 1 SMT 1 SMT 1 SMT 1 SMT 1 SMT 1 SMT 1 SMT	0.25 0.35 0.45 0.60 0.75 0.13 0.25 0.25 0.20
4.	Bedding Below Flooring		

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Superintending Engineer  
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	110 mm thick C. C. 1 : 4 : 8 – do – C. C. 1 : 5 : 10	1 SMT 1 SMT	0.35 0.28
5.	Plastering & Pointing 12 mm thick C.P. in C.M. 1 : 3 20 mm thick C.P. in C.M. 1:3 20 mm thick sand faced in two layers. Cement Pointing 1 : 1	1 SMT 1 SMT 1 SMT 1 SMT	0.13 0.19 0.20 0.07
6.	Ground Sink 750 x 750 mm with dwarf wall 115 mm thick 40 mm IPS with 110mm. thick 1: 5: 10 bedding,	1 No.	0.75
7.	RCC water tank 1000 liter. (1.2x1.2x0.9M with free board) – do – size (2x2x0.9 M with free board) (3000 Liters)	1 No. 1 No.	6.50 13.00
8.	Kitchen Platform with 75 mm thick slab with 2 partitions with 12 mm smooth plaster. Size 2000 x 675 mm Size 3000 x 675 mm	1 No. 1 No.	1.50 2.50
9.	75 mm quarter round vata in C.M. 1:2. 100 mm – do – 150 mm – do –	100 RMT 100 RMT 100 RMT	4.00 5.00 7.00
10.	Fixing W.C. Pan	1 No.	0.50
11.	Gully trap with chamber or 300x300mm.  Nahni trap	1 No. 1 No.	0.75 0.05
12	50mm thick RCC shelf in C.C. 1:1 ½ : 3	1 SMT	0.60
13	- do - precast cover 300 mm, wide 50 mm thick with smooth finishing on all sides.	1 RMT 1 SMT	0.16 0.60
14	Manhole chambers with 230 mm, thick masonry in C.M. 1:6 and depth up to av. 1000 mm incl. cement plaster in C.M. 1:3 inside, top and outside up to 150 mm depth. Size 900 x 450 mm Size 600 x 450 mm Size 600 x 600 mm Size 900 x 900 mm Size 450 x 450 mm Size 300 x 300 mm with 110 mm partition wall.	1 No. 1 No. 1 No. 1 No. 1 No. 1 No.	2.50 2.00 2.25 3.70 1.25 0.75
15	RCC hume pipe with filling joints in C.M. 1:1 and bed concrete 1:4:8 below joints 150 mm. thick 750 mm Dia 650 mm Dia 450 mm Dia 300 mm Dia 225 mm Dia 150 mm Dia	1 RMT 1 RMT 1 RMT 1 RMT 1 RMT 1 RMT	0.45 0.35 0.24 0.16 0.12 0.08
16.	Porcelain Pipes (S.W.G. Pipes) 100 mm Dia 150 mm Dia.	1 RMT 1 RMT	0.06 0.08
17	150 mm Dia half round gutter in C.C. 1:3:6	1 RMT	0.15

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18	2500 mm Dia x 300 mm deep of hollow masonry in C.M. 1:6 with C.C. 1:4:8 bedding & RCC slab cover, for soak pit.	1 No.	21 bags.
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Note: (1) Consumption figures mentioned against each item is for theoretical consumption. This consumption may vary  $\pm 5\%$

(2) In the case of plaster to masonry walls, an extra quantity of 1 Cft to mortar for every 100 sq. ft. of area may be allowed at the discretion of EIC.

General: Please refer latest edition of relevant Indian Standard Specification or Code i.e. B.I.S.

General relevant I.S. of B.I.S. shall prevail for all items including materials, measurements etc.

For full description of items covered in Schedule "B", the PWD detailed specifications laid down and amended time to time in the booklet "General Technical Specifications for Building Works" shall be followed and binding and shall form part of the contract. The bidders are intimated to go through the same before submission of tender. The said booklet can be seen in the office of Add. Chief Engineer (civil), Corporate Office, Mehsana. The specifications are not however intended to cover every detail and the works shall be executed according to the spirit of the specifications laid down and the best prevailing P.W.D. practice. The clarification to any clause in detailed specifications shall be sought from the latest edition of relevant I.S. specification and codes. Where these specifications are at variance with the specification laid down in the I.S. Books stated above, the former will be applicable. As regarded matters not covered by any of the above specification, the decision of the Executive Engineer-in-charge shall be treated as final and shall be binding upon the contractor. The contractor is expected to get clarified any doubt about specification, etc. before tendering by discussing with Executive Engineer.

**SAFETY CODE**

- (1) There shall be maintained at a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.

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- (2) An injured person shall be taken to a public hospital without loss of time, in case where injury necessitates hospitalization.
- (3) Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- (4) No portable single ladder shall be over 9 metres in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. when a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
- (5) The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavation shall be provided with necessary fencing and lighting.
- (6) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 meter.
- (7) No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- (8) Workers employed on mixing and handling materials such as Asphalt, cement mortar or concrete and lime mortar should be is provided with protective footwear and rubber hand gloves.
- (9) Those engaged in welding works should be provided with welder's protective eye-shields and gloves.
- (10) (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.  
(ii) The workers should be supplied suitable facemasks for when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- (11) The contractor shall supply overcoats to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
- (12) Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- (13) The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

**LIST OF APPROVED BRAND AND MANUFACTURERS OF MATERIAL**

Signature of the Contractor  
(With rubber stamp & Date)

Superintending Engineer  
UGVCL, Mehsana

1. Tiles  
(Terrazzo Mosaic Chequered, plain India' 'Hindustan', 'Nimmco' 'Golden India' 'Modern' 'Ceco' 'Reco' 'Royal'
2. WHITE / COLOUR  
Quality) 'H&R Johnson', 'Somani Pilkington' GLAZED TILES (1<sup>st</sup>  
'Asian', 'Siddharth', 'Bell'
3. FLUSH DOORS 'Sitaboard', 'Mysoboard', 'Anchor',  
Sudarshan
4. PLYWOOD PRODUCTS  
Particle Boards Duro IPM, Novapan, Anchor, Green ply,
5. STEEL DOORS, WINDOWS,  
AND VENTILATORS 'SenHarvik', Agew, Godrej
6. ROOLING SHUTTERS AND  
GRILLS 'Standard', 'Swastic', 'Diana' "Hercules'
7. ALUMINIUM DOORS,  
WINDOWS, PARTITIONS 'Godrej', 'Ajit India', 'Alumilite', 'Jupiter'  
Jindal
8. WATER PROOFING  
COMPOUNDS 'CICO no. 1', 'Impermo', 'Accoproof'
9. HARDENERS 'Ironite', 'Ferrok', 'Hardonate'
10. PAINTS & DISTEMBERS 'Jenson & Nicholson', 'Asian Paints', 'Shalimar', 'Alkali &  
Chemical Corporation of India Ltd.', 'GoodlassNerolac',  
'Garware', Berger, ICI duelex.
11. REDOXIDE  
(For IPS) 'Shalimar', 'BlundelEomite', Asian,  
'Garware Paints'
12. WATER PROOF CEMENT PAINT 'Super Snowcen', 'Indocem' or any brand with ISI mark
13. GLASS 'Saint Gobain, "Shree Vallabh", Modi Float, Tata Asahi
14. PRESSED STEEL DOOR &  
WINDOW FRAME 'ShirkePolynorm', T. I. Frames,  
'Madras' 'Chandan Metal products,  
Baroda, Agew Ahmedabad.
15. C. I. Pipes & Fittings 'B.I.C.', 'HEPCO', 'NECO'
16. G. I. Pipes 'Tata'. 'G.S.T.', 'Jindal', ZENITH'
17. G. I. Fittings I.S.I. Mark of approved make
18. Gun Metal Valves 'Leader', 'Sant', Zoloto

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Superintending Engineer  
UGVCL, Mehsana



19.	Brass C. P. Fittings	'GMT', Surya', ESSCO', 'Prince', 'Crown'
20	W. C. Pans, Wash Basin	'Hindustan Sanitaryware', 'Cera', 'Parry'
21	W. C. Seats	'Commander', Panel
22	Water Meter	'Anand Asahi', 'Kaycee', Kapstan'
23	Asbestos Cement Pipes and fittings	Locally available approved make
24	Stoneware Pipes	'Sonya'
25	Door Locks :	'Godrej', 'Everite', EG
26	PVC Tanks	'Syntex', National
27	Bib cock & stop cock :	'ESSCO', 'Prince', 'Crown'
28	Flush cock :	'Crown', 'GMT'
29	S. S. Sink	'Nirali', 'Javna', 'Navkar'
30	P.V.C. Pipe	'Phinolex', 'Prince', 'Dutron'
31	sanitary fitting	"Cera", Simpolo, Jaguar
32	Vitrified tiles :	Double charge, light colour of ASIAN, NITCO, Kajaria ceramics, Orient Bell limited, Somany, Regent Granito India ltd or its equivalent

*Note:* Where other materials are proposed to be used these should be approved by the Engineer in Charge.

#### APPENDIX –I

#### TENDERER'S EXPERIENCE

Signature of the Contractor  
(With rubber stamp & Date)

Superintending Engineer  
UGVCL, Mehsana

Details of similar jobs executed by the Contractor & the name with address of a person; whom reference can be made by the UGVCL, if required.

[Tenderer shall submit the information in the Format detailed here under]

Sr.	Name & Description of Work	Value Of Work Executed (Rs.)	Construction Period as per Contract	Actual Construction Period for the Completion of the work	Date of Completion	Client	Persons to whom Reference may be made
1	2	3	4	5	6	7	8

**APPENDIX – II**

**WORKS TENDERED / IN HAND**

Signature of the Contractor  
(With rubber stamp & Date)

Superintending Engineer  
UGVCL, Mehsana

Details of other Works, tendered for & in hand, as on the date of the Submission of this Tender:  
[Tenderer shall submit the information in the Format detailed here under]

Sr. No	Name of Work with its Location & Address	Work on hand			Work tendered for			Remarks
		Tender Cost	Cost of Remaining work	Anticipated Date of Completion	Estimated Cost	Date when decision is Expected	Stipulated Date or period of Completion	
1	2	3	4	5	6	7	8	9

**APPENDIX-III**

Signature of the Contractor  
(With rubber stamp & Date)

Superintending Engineer  
UGVCL, Mehsana

Save Energy for Benefit of Self and Nation



CIN – U40102GJ2003SGC042906

Circle Office, Visnagr Road, Mehsana PH. No222423 Fax No.223057

**TENDERER'S DETAILS OF PERSONNEL**

The List of Technical Personnel intended to be placed at the Work by the Contractor:  
[Tenderers shall submit in the Format detailed here under]

Sr. no.	Description & Details of position	Name	Qualification	Professional Experience & details of works carried out	Remarks
1	2	3	4	5	6

**APPENDIX-IV**

**Every bidder should, at the time of submission of bid; give a declaration, that bidder shall not have conflict of interest with other bidders for particular quoted item, as below:**

Signature of the Contractor  
(With rubber stamp & Date)

Superintending Engineer  
UGVCL, Mehsana

Conflict of interest among Bidders/Agents:-

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

- a) they have proprietor/partner(s)/Director(s) in common; or
- b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid ;or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacture in more than one bid.
- f) in cases of agents quoting in offshore procurements, on behalf of their principal manufactures, one agent can not represent two manufactures or quote on their behalf in a particular tender enquiry. One manufacture can also authorize only on agent/dealer. There can be only one bid from the following:
  - 1) The principal manufacturer directly or through one Indian agent on his behalf; and
  - 2) Indian/foreign agent on behalf of only one principal.
- g) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/management units in same/ similar line of business.
- i) Bidder shall not act in contravention/violation to the provisions of competition act, as amended from time to time.

DECLARATION AS ABOVE ARE BINDING TO US