
	<p><b>PASCHIM GUJARAT VIJ COMPANY LIMITED</b></p> <p>Registered &amp; Corporate Office: "Paschim Gujarat Vij Seva Sadan" Off. Nana Mava Main Road, Laxminagar, Rajkot-360004. CIN U40102GJ2003SGC042908 Tele. No.: (0281) 2380425, 2380427, Fax: (0281) 2380428</p> <p><b><u>CIRCLE OFFICE</u></b></p> <p><b>Office of The Superintending Engineer, PGVCL Circle Office, Old Power House Compound, Near Gandhi Bag, Chital Road, AMRELI – 365601</b></p> <p>Phone : (02792) 223836, Fax : (02792) 222380, E-mail: <a href="mailto:seamr.pgvcl@gebmail.com">seamr.pgvcl@gebmail.com</a></p>	
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**WORK OF "CEMENT CONCRETE ROAD AND MATERIAL STACKING  
PLATFORM FOR PGVCL SAVARKUNDLA DIVISION STORE"**

**SUPERINTENDING ENGINEER (O&M)  
PASCHIM GUJARAT VIJ COMPANY LIMITED  
CIRCLE OFFICE : AMRELI  
PHONE : (02792) 223836      FAX : (02792) 222380**

## **PASCHIM GUJARAT VIJ COMPANY LIMITED**

**NAME OF WORK: "Cement Concrete Road and Material Stacking Platform For PGVCL Savarkundla Division Store"**

**TENDER NOTICE NO : 278/AMCO-16/2016-17/80**

Tender documents for: contain following.

Tender Notice

General Instructions to bidders

A - Scope of work

B - Conditions of tender

Special note for post- qualification

General important instructions:

General safety rules / norms to be observed by the contractors

General rules and directions for the guidance of contractor

Tender and contract for works

Conditions of contracts

General conditions of contract

General specifications:

A - Technical and commercial conditions:

B - Use of Materials:

C - General guidance for concreting work:

D - Detailed specification – centering & form work:

E - Grill/fabrication/railing

F - General specification for entire fabrication work of this tender:

G-Special condition for use of cement in work:

H- Approved name of Manufacturers: Allowing to use steel / cement being supplied by contractors in civil

works:

List of Appendixes to be filled up by tenderers.

\* Appendix I - Work Experience

\* Appendix II - Works Tendered/ on Hand

\* Appendix III - Details of Personnel.

\* Appendix IV - Performa showing the details of site visit done by Agency before quoting the tender

Schedule B

Drawings (The vender is requested to down load the separate PDF drawing file also attached with the tender on web site)

PRICE BID: Schedule –B

**Signature of the Contractor**

(With rubber stamp & Date)

**SUPERINTENDING ENGINEER**

**PGVCL, CIRCLE OFFICE, AMRELI**

# **TENDER NOTICE**

**PASCHIM GUJARAT VIJ COMPANY LIMITED  
CIRCLE OFFICE – AMRELI**

**TENDER NOTICE NO: 278/AMCO-16/2016-17/80**

Superintending Engineer invites percentage rate “On line Tenders” (e-tendering) from registered contractors of **Minimum ‘E2’ class**. For the work of **“Cement Concrete Road and Material Stacking Platform For PGVCL Savarkundla Division Store”**. Tender Papers & Specifications may be down loaded from Web site <https://pgvcl.nprocure.com> (For view, down load and on line submission) and PGVCL web site [www.pgvcl.com](http://www.pgvcl.com) (For view only). Tender fee may be paid along with submission of tender in EMD cover, All the relevant documents of tenders to be submitted physically will be received only **by registered Post A.D. or Speed Post addressed to The Superintending Engineer, PGVCL, Circle Office, Old Power House Compound, Near Gandhi Bag, Chital Road, Amreli**”

**“NO COURIER SERVICE OR HAND DELIVERY” will be allowed.**

**Price bids to be submitted ON LINE only.**

All the bidders should have valid e-tender vendor registration. Further bidder should be registered in **“Class E2 or above”** with Govt. / semi Govt. as per tender conditions, otherwise their bids will not be considered eligible for technical scrutiny and as such, their technical bids will not be opened. & price bid will not be considered.

<b>SR. NO.</b>	<b>DESCRIPTION</b>	
<b>1</b>	<b>Tender Notice No.:</b>	<b>278/AMCO-16/2016-17/80</b>
<b>2</b>	<b>Name of Work</b>	<b>“Cement Concrete Road and Material Stacking Platform For PGVCL Savarkundla Division Store”</b>
<b>3</b>	Estimated cost	<b>Rs. 9,89,475.40</b>
<b>4</b>	Time Limit	<b>4 Months</b>
<b>5</b>	Tender Fee in Rs. <b>(By DD only)</b> (Non Refundable)	<b>Rs. 1000.00</b>
<b>6</b>	Earnest Money Deposit (EMD) amount in Rs. <b>(By DD only)</b>	<b>Rs 10,000.00</b>
<b>7</b>	Govt. Approved Class of Registration	<b>“E2” and above</b>
<b>8</b>	<b>Last date of submission of tender On line</b> (e-tendering Technical as well as Price bid offer up to 18.00 Hrs. (This is mandatory )	<b>19-12-2016</b> Upto 18:00 Hrs
<b>9</b>	<b>Physical submission of all the relevant documents, last date</b> up to 18:00 hours. By RPAD or Speed Post (only Technical bid along with EMD, Tender fee & registration etc.)	<b>21-12-2016</b> Upto 18:00 Hrs
<b>10</b>	Date of opening of Tender fee , EMD cover and technical bid, vendor registration physical as well as on – line opening at 12.00 Hours. (if possible)	22-12-2016 at 12:00 Hrs
<b>11</b>	Date of on – line opening of Price bid, (if possible), at 15.00 Hours	23-12-2016 at 15:00 Hrs

## **IMPORTANT:**

(1). All the relevant documents as per requirement of the Tender also to be submitted physically along with the Tender Fee, EMD cover in sealed cover on or before due date and time. All such documents should be strictly submitted by RPAD/speed post along with e-Tendering only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained.

(2). Any deviation found in Data / Details / Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee, EMD, Technical and commercial Documents etc.) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.

(3) The Price Bid is to be submitted ON LINE only where as Technical Bid is to be submitted in Both the forms i.e. On Line as well as Physical.

**(4) The tenders are to be submitted by the intending bidder In Single Envelope in which Following Two Separate Sealed And Super Scribed Envelopes as listed below will have to be put:**

- 1) **Sealed Cover no 1:** having DD of tender fee and EMD This Sealed Cover should be written as “COVER OF TENDR FEE/ EMD “
- 2) **Sealed Cover no 2:** having Technical bid documents with detail written on cover as “COVER OF TECHNICAL BID “.having documents such as **P.F. Code Registration documents, Service Tax Registration Documents, Solvency Certificate, PAN Card copy, Experience Certificate, Appropriate Class PWD/CPWD/PGVCL/GETCO etc. Contractor Registration documents.** (Without these documents, the tenderer will not be qualified for price bid )

**( Disqualification criteria on page no 5 will be applicable )**

The Earnest Money Deposit and tender fee will be accepted **only by Demand Draft** drawn on any Scheduled Bank & payable **at Amreli** in favour of “**Paschim Gujarat Vij Company Limited**”. Tender without EMD and tender fee shall be rejected,.

**Note:- Bidders are requested to submit price – bid (Schedule – B) on-line only and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not be opened and only on-line submitted price bid will be considered for evaluation. Further if the quantity quoted differs in any of the technical bid forms and in price bid forms, it is discretion of Superitending Engineer, PGVCL to consider the quoted quantity.**

Any technical questions, information and clarifications that may be required pertaining to this inquiry should be referred to the Superitending Engineer, Paschim Gujarat Vij Company Ltd. Circle Office Amreli reserves the right to reject any OR all tenders without assigning any reasons thereof.

**Superitending Engineer  
PGVCL, Circle Office, Amreli**

**TENDERER SHOULD ATTACH DOCUMENTS IN FOLLOWING ORDER**  
**( All Documents are mandatory without which bid will be disqualified )**

The tenders are to be submitted by the intending bidder by Two Bid system in which Two envelopes are to be enclosed in **One Main Envelope** having written on it **Tender for work of “Cement Concrete Road and Material Stacking Platform For PGVCL Savarkundla Division Store”** The two envelopes to be enclosed are as follows

**COVER NO: 1 (Tender Fee and EMD Cover)**

1. D.D. of Tender Fee
2. D.D. of EMD

(Without above DD bidders will not be qualified for bid )

**COVER NO: 2 (Technical BID)**

1. Tender Copy (Duly Signed and Stamped On Each Page)
2. Appropriate Class of PWD/CPWD/PGVCL/GETCO Contractor Registration documents (Validity should be more than time limit of above work)
3. P.F. Code Registration documents,
4. Service Tax Registration Documents,
5. Solvency Certificate,
6. PAN Card copy ,
7. Experience Certificate. (Experience should be of relevant completed work of amount equivalent to this tender in single order in last two year)

(Without these documents, the tenderer will not be qualified for price bid )

Price bid is to be quoted on line only

**Superintending Engineer**  
**PGVCL, Circle Office, Amreli**

**Signature of Contractor with Seal**

## **GENERAL INSTRUCTIONS TO THE BIDDERS:**

Percentage rate E-tenders are hereby invited for work **“Cement Concrete Road and Material Stacking Platform For PGVCL Savarkundla Division Store”** for Paschim Gujarat Vij Company Ltd, Amreli (herein after referred to as PGVCL. **The project is located at “PGVCL Division Store, Jesar Road, Savarkundla Under Amreli Circle”** in the state of Gujarat.

1.0 The work shall be carried out according to the enclosed General Conditions, other conditions, Technical Specifications etc & such of the working drawings approved by the PGVCL

2.0 Tenders must be submitted in the enclosed schedule of work & quantities. Those received in any other form will not be accepted. They should be accompanied by a covering letter in which the bidder should give all information as called for in the specifications & any other point which he would like to be considered along with the tender.

### **(A) SCOPE OF WORK:**

**Major works covered in this work are “Cement Concrete Road and Material Stacking Platform For PGVCL Savarkundla Division Store”**

as per specifications and terms mentioned here under.

(1) The site of proposed work is situated at **“PGVCL Division Store, Jesar Road, Savarkundla Under Amreli Circle”**. The proposed site area is not leveled.

(2) The scope of work is explained in Tender Specification. The work shall be carried out according to the enclosed General Conditions, Technical Specifications & such of the working drawings approved by the PGVCL.

(3) 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.

(4) Before taking up construction activity; the agency has to cut the trees if any which obstruct the working, of any diameter, bushes, vegetations, i.e. roots, plant, shrubs, grass etc including stacking and crediting to PGVCL as directed with no extra cost.

### **(B) CONDITIONS OF TENDER::**

#### **1. Earnest money Deposit:**

1.1 Bidders are requested to pay an earnest money deposit by demand draft only on Public Sector Banks, or IDBI Bank / AXIS Bank / HDFC Bank / ICICI Bank payable at Amreli as specified in the tender notice. Payment of EMD in form of Cheque shall not be accepted

1.2. The EMD shall be submitted along with submission of Technical bid only. Tenders not accompanied by EMD shall be rejected as non-responsive.

1.3. If during **the tender validity period, i.e. 90 days**, the tenderer withdraws his tender, the EMD shall be forfeited and the tenderer may be disqualified from tendering for further works.

1.4. The EMD will be returned promptly to the unsuccessful tenderer beyond L3. The EMD will be returned to the successful tenderer and remaining unsuccessful tenderer after successful tenderer furnishes the Security Deposit for performance and duly enters in to the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further work.

**2.0 Bids are invited under a Single Stage – Two bid procedure. This will also include the process of post-qualification of the bidders. Bidders are to submit simultaneously, technical bid both online & physical as per the given schedule, however PRICE BID WILL BE SUBMITTED ONLY BY ONLINE & if price bid will be submitted physically the same will not be opened & will not be considered. Proposal including bidder’s data on his technical and financial strengths along with experience profile to meet with post qualification criteria and Bidder’s Technical proposals containing work methods,**

approach, construction programme etc will be submitted by the bidder both online & physical. The Technical Proposal along with the data and information for qualification will be opened first. The technical proposal along with qualification information will be subjected to an evaluation process contained as a part of the tender document and bidders those who found fit to qualify will be invited for opening of the price bid. PGVCL as an employer reserves its absolute and unchallengeable right to qualify or disqualify one or all bidders by following an objective and transparent system. The envelope containing the post qualification data and the technical bid will be opened first for post qualification of the bidders and evaluation of their technical proposals and to determine the responsiveness of the bids. Price bids of only those contractors who are declared as substantial responsive to the requirements of the bid documents will be opened only online for further evaluation. Qualification requirement specifying financial capacity, technical, minimum acceptable levels with regards to bidders experience in relevant projects and other relevant factors, such as work in hand, future commitments and litigation history etc. will be evaluated first, and those qualifying the criteria will be considered for further price evaluation. Technical proposal, which are not substantially responsive will be rejected.

**3.1:** The price proposals will be opened online only as per the schedule, after conclusion of the Technical Evaluation and Post Qualification process.

**3.2:** The Schedule-B shall be filled up with the quoted % above or below

**4.0** Schedules for tools & tackles, equipments, personnel details etc., and all other necessary details shall also be submitted, in Envelope -2, i.e Technical Bid. Tenders will be opened on the day & time indicated in the tender notice in the presence of such bidders who wish to remain present.

**5.0** 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.

**6.0** The tenders received after time and date specified in the tender notice, will not be accepted. Once the offer submitted by the contractor before due date of submission, the contractor will not be allowed to submit revised / additional / modified / other even before due date. However, if the issue and receipt of tender is extended by the PGVCL due to any reason, the contractor may submit the revised offer before due date of submission, if he wish to submit.

**7.0** The work shall be completed within the period stipulated in the contract. However it may be noted that drawings shall be released progressively & site clearance arranged accordingly to the progress of work at site. Therefore the contractor has to organize & 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 & as decided by the PGVCL but no Compensation or idle charges will be paid to the contractor under any circumstances.

**8.0** The PGVCL reserves the right to accept any tender irrespective of whether it is lowest or not or to reject all the tenders without assigning any reasons there of. Tenders departing from the technical Specification or the method of bidding in a radical manner may also be rejected.

**9.0** The tenderers shall be presumed to have carefully examined the drawings, conditions & specifications of the work & to have acquainted themselves with all the details of the existing site conditions, locations, materials, geological & weather conditions/characteristics, labour conditions & in general necessary information & data etc. pertaining to & need of the work.

**10.0** On acceptance of the tender the name(s) of the accredited representative(s) of the tenderers who would be responsible for taking instructions from the Engineers of the PGVCL shall be communicated to the Superintending Engineer , Paschim Gujarat Vij Co. Limited, Amreli

**11.0** All royalties, sales tax, toll tax, local tax, development charges, VAT tax, & any other taxes including Works Contract taxes etc. in respect of this contract shall be payable by the contractor & Paschim Gujarat Vij Co. Limited, Amreli will not entertain any claims whatsoever in this aspect. Any statutory variation in future towards the above mentioned taxes that shall also be payable by the contractor & Paschim Gujarat Vij Co. Limited, Amreli shall not entertain any claim of whatsoever nature, during or after the completion of this tendered work. Proof of such payments made by the Contractor to the appropriate departments shall be produced to Paschim Gujarat Vij Co. Limited; Amreli failing which appropriate amount shall be withheld on getting information /instruction from the concerned departments.

The rates are "Excluding the service tax". The reimbursement against service tax will be paid to the contractor as per rules. However there would be total responsibility of party for any none or partial

payment of service tax as per rules of concerned Govt. Department. However this may be noted that no any type of penalty/late payment fees etc. of service tax will be reimbursed during or after completion of contract. 1 % welfare cess will be deducted from the contractor's each bills by PGVCL to pay the same to the respective Govt. Department

**12.0** This specification is intended as a general description of quality envisaged form materials & Workmanship & of the finished work. It is not intended to cover minute details. The work shall be executed in accordance with the best modern practice & to the complete satisfaction of the PGVCL. Special techniques approved by the PGVCL shall be used if & where found necessary without any extra claim. This specification shall have precedence if any thing contrary to this is stated elsewhere in the contract documents, the PGVCL's decision shall be final & binding to the contractor on any issue arising out of such discrepancies.

**13.0** The price bid submitted online by bidders should be without any deviation in commercial as well as in the technical specification of the work.

**14.0** The successful contractor will have to sign an agreement within 7 days as per the Paschim Gujarat Vij Co Ltd's rules on stamped paper & the necessary stamp duty charges shall be borne by the contractor.

**15.0** The bidder shall carefully study the work to be carried at different elevations & shall take into account & consider all factors, method of demolition as well as construction, sequence of all activities, site situation location all conditions etc. & shall consider for all such information/data/Conditions in the rates quoted. The PGVCL will not pay any extra rate for any reason in case the contractor claims, after acceptance of contract, to have misjudged the site condition.

**16.0** The percentage quoted shall include cost towards all materials, & machinery including equipments, fixtures, labour, constructional equipments, scaffolding, staging, ramps, walkways, approach and haul road, temporary works, etc. bearing permanent or temporary nature necessary for the commencement and completion of the work in all respects, except for those items specifically mentioned to be issued by the PGVCL. The contractor must also arrange for the transport of materials & include all such costs in the rates quoted by him for finished work.

**17.0** Percentage rates shall be firm for variations up to any extent for individual items AND overall in respect of the total contract value.

**18.0** During the execution of the work if it is found that the work is not progressing as per the Scheduled Progress Programmed, approved by the PGVCL & planned by the Contractor, due to the reasons attributable to the Contractor suitable action shall be taken as per Clause No.3, 4 and other relevant clauses appearing in the section of "Tender & Contract for Works" of tender document. And PGVCL may also take such action as it may deem fit to ensure that the work is completed in time at risk and cost of the contractor.

**19.0** The contract or any part thereof shall not be subject to change / Sublet without the written permission of the PGVCL.

**20.0** Tender shall remain open for acceptance for a period of 90 days from the date of Technical bid opening & during this period no bidder shall be allowed to withdraw his tender. Any such withdrawals, during the said period will entail forfeiture of the earnest money deposited with the tender, and PGVCL will take further action for "not dealing" with party etc.

**21.0** Further information required, if any, can be had from the office of the Superintending Engineer , Paschim Gujarat Vij Co Ltd, Circle Office, Amreli , during working hours. But it must be clearly understood that the tenders must be received complete in every respects by the due date & time.

**22.0** The electric power, at site, will be made available at one mutually agreed point, free of cost (connection only) by PGVCL; however A1 form will have to be produced by contractor. 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 PGVCL from time to time as per PGVCL's rules.

**23.0** PGVCL cannot provide quarter facility for residence to contractor. If however there are any surplus quarters available after meeting the requirements of PGVCL's staff, then PGVCL will consider allotting of quarters on rent as per the PGVCL's rules.

**24.0 Water Supply Connection:** The contractor has to make his own arrangement of water for construction activity at his own cost. However, if possible, on completion of PGVCL's bore well / open well only, the water supply line from PGVCL will be given at one mutually agreed point as per the contractor's request. Further distribution will have to be carried out by the contractor as per their requirements at their cost. Water shall be supplied on chargeable basis at the rates prevailing in PGVCL. Recovery for water charges will be



affected at two percent of the cost of items as executed in which the water supplied by PGVCL, is used, as certified by the EIC however if any change in charge of water by PGVCL then same will be applicable.

**25.0** Work carried under this contract shall be completed in all respects within 1.5 calendar months from the date of issue of letter of order to commence the work .However, interim mile stones of the work will have to be completed as per the priority, sequence, schedule given by PGVCL time to time.

**26.0 Bidders must quote firm price only, till completion of work under contract, & this is to be confirmed by bidder while submitting his offer.**

**27.0 No escalation towards labour , material ,fuel and any type shall be paid in this execution of contract within or after specified time limit. Price quoted shall be firm till completion of work in total; even if specified in PWD booklet/rules.**

**27.1** Contractor shall pay minimum wages to his labourers as per the Minimum Wages Act, 448 & rules there under as applicable from time to time in pursuant to the State Government notification. The concerned contractor shall submit the details of the payment with due papers to the PGVCL as per requirement of PGVCL.

**28.0** Each tenderers shall also submit a Declaration to the effect that tenderers is an engineering construction firm or an association of firm which has successfully carried out large works of this nature & has adequate organization & experienced personnel to handle this type & magnitude of work. Information should be also given regarding the constitution of the firm; it's authorized, subscribed & paid up capital, the date & place of registration, the place of business, the names of the directors & other relevant information.

**29.0.** In the case of non-Indian firms the declaration should also include an undertaking to the firm registered, within three months of the date of notice of the acceptance of the tender.

**30.0.** Failure to so, as required in above clauses, in registering the firm after due notice, the tender acceptance is liable to result in the annulment of the tender with forfeiture of the earnest money deposit & other penalties that may be leviable under the conditions specified in tender & contract documents.

**31.0.** Each tender shall contain the name, residence & place of business of person or persons making the tender & shall be signed by the tenderers with his usual signature with seal of the company.

**32.0. An attested and registered copy of the constitution of the firm with the name of partners shall be furnished. Whenever, whether in submission of the tender or later in other matters, the signatures are made by one person on behalf of Directors or a firm or a PGVCL, an attested copy of the resolution of the partners or of law shall be supplied by the tenderer authorizing Witnesses & sureties shall be persons of status & probity & their names, occupation & address shall be stated below their signatures. All signatures shall be dated.**

**33.0.** Tenders by Company/ corporation shall be signed with the legal name of the Company/ corporation followed by the name of the state of in Company/ corporation & by the signature & designation of the president, secretary or other person authorized to bind it in the matter with rubber seal of the Company/ corporation.

**34.0.** PGVCL reserves the right to delete any item of Schedule-B for which contractor shall not have any right to claim on this account.

**35.0** The contractor shall carry out whole work without affecting the plant activities and power generation. The contractor shall carry out the whole work in such a way that plant operation, maintenance, vehicular movements and other construction activities / works may not affect

**36.0** The Contractor shall prepare all required roads, including haul roads ramps, turning points diversion of drains, trenches, nals conducts, pipes, cables etc 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 PGVCL at no extra cost.

**37.0** No idle charges shall be entertained by Paschim Gujarat Vij Co Ltd for any site conditions or any circumstances.

**38.0** The Contractor shall take all requisite & necessary care to observe that no damage is caused to the Existing structures, assets etc. For any damage to the Existing Structures, assets of Paschim Gujarat Vij Co Ltd, the Contractor shall be held responsible, and he will have to rectify/restore/replace the damage immediately up to the satisfaction of Engineer in Charge, at his own cost.

**39.0** The Bidders shall note:

I. Rates quoted shall cater for the cost of all materials & labour including all leads & lifts, tools, plants, consumables such as but not limited to fuels, lubricants, etc. cost due to mobilizing / demobilizing, temporary / permanent constructions.

II. Rates quoted shall include for the details of constructions, which are obviously & fairly intended & which may not have been specifically referred to in these documents but are essential for the satisfactory completion of the work.

III. No price escalation on any account, will be payable.

IV Once the offer submitted will not be returned back for any reason thereof in any case.

**40.0** Tenders who do not fulfill all the above conditions & those specified in the documents attached with this contract document or incomplete in any respect are liable to rejection.

**41.0** The contractor shall have a separate Provident Fund Code of RPFC in the name of company. The contractor, who does not possess such separate P.F. code, shall not be considered for acceptance of tender. **The contractor has to submit such attested copy of allotment of P.F. code No. along with tender.**

**42.0.** Effect and validity of Bid: The submission of any bid connected with these documents and specification shall constitute an agreement that bidder shall have no cause of action or claim against the owner for rejection of his bid. The PGVCL shall always be at liberty to reject or accept, split any bid or bids at his sole discretion and any action will not be called into question and the bidder shall have no claim in that regards against the owner.

**43.0 Site visit:** The bidder is advised to visit the site and examine the site conditions and the area. Where in the work is proposed to be carried out and to get his acquainted him self on his own responsibility for all information that may be necessary for quoting the tender bid and entering in to contract. All cash and liabilities arising out of the site visit shall be at bidder account.

**44.0 Recoveries:**

(I) In case of any damage to equipment/machinery or structure/building of PGVCL 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 and shall be paid by contractor.

(II) **If the contractor fails to execute the work as per direction of E.I.C. within the time frame given by PGVCL time to time, shall get the work done partially or fully through any other contractor at the risk and cost of the contractor and the cost of execution of such work along with 15% overhead charges shall be deducted from contractor monthly bill over and above recovery as per rules.**

**45.0** The notice inviting tender, general instruction to bidders and all other documents of this tender shall form part of the contract.

**46.0** Bidders must submit the schedule of quantities & rates by quoting the % above or below the total estimated cost & other schedules duly signed & seal of the company.

**46.0 ACCEPTANCE OR REJECTION OF BID**

a) The PGVCL reserves the right to accept any tender irrespective of whether it is lowest or not or to reject all the tenders without assigning any reasons thereof. Tenders departing from the stipulated technical specifications, commercial conditions or the method of bidding in a radical manner are liable to be rejected.

b) The bid is liable for rejection prima facie:

- if not registered under appropriate class by appropriate Govt. /Semi Govt. agencies
- if it is Without payment of EMD / Tender Fee.
- Not in prescribed form.
- Not bearing signature of the bidder & seal of the company on all the documents accompanying the tender.
- Not conforming to specifications or conditional tender.
- Received after expiry of the due date & time.
- Received by telex or telegram or fax.
- submitted by bidders who are listed under declaration of ineligibility for corrupt or fraudulent practices issued by PGVCL, Govt. of Gujarat or its Public Sector under taking.
- Tender not fulfilling all the above conditions and those specified in the documents attached or incomplete in any respect are liable to rejection.
- **Further, it is specifically instructed that conditional tenders shall summarily be rejected.**

**Signature of Contractor with Seal**

**Superintending Engineer  
PGVCL, Circle Office, Amreli**

**PASCHIM GUJARAT VIJ CO LTD  
CIRCLE OFFICE, AMRELI**

**SPECIAL NOTE FOR POST- QUALIFICATION:**

**Name of work “Cement Concrete Road and Material Stacking Platform For PGVCL Savarkundla Division Store”**

The tender documents are of two separate bids i.e. technical and price bids. You are requested to submit the technical bid with the following credentials for post-qualification, both online as well as physical as per schedule.

**1.** Contractor should produce evidence of having experience of executed similar works (A) in a single contract of value not less than 40% of Estimated cost. during the last three years in Govt., /Semi Govt., along with certified copies of documentary evidence, preferably photo copy of orders secured from PGVCL /GETCO / DISCOMS / GEB /Central / State Government/Semi- Government, and satisfactory completion certificate from respective department thereof. The cost of respective works completed by an agency shall be suitably enhanced @ 5% for each subsequent year following the financial year in which that particular work had been completed to bring it at par with the present cost. Enhancement on similar lines shall also be effected in respect of turnover of the agencies. The PGVCL may verify the above certificates / documents from respective department, if necessary. The experience certificate from Private Individuals / Company for whom the work is executed/ being executed, shall not be acceptable.

**2.** Latest bank solvency certificate of from any Nationalized bank , Public Sector Banks, or IDBI Bank / AXIS Bank / HDFC Bank / ICICI Bank / The Kalapur Commercial Co-Operative Bank Limited for a sum of Minimum 20% of estimated cost, of this wok, not more then 12 months old.

**3.** Separate provident fund code number towards registration of your firm with Regional P.F. Commissioner.

**4.** Contractor should submit evidence as a register contractor in appropriate class With Govt./ Semi. Govt. Government. Further bidder also has valid E-tender Registration.

**5.** EMD & Tender fee as described in the tender document.

The above documents will be analyzed and after satisfaction, the price bid will be opened on line only. PGVCL may verify the documents, experience certificates from authority who have issued such certificates / details.

**6.** The contractor has to organize & coordinate the works to suit specified time limit. In the event of any delay due to any reason not attributable to the contractor, reasonable extension in the completing the work may be given at the discretion & as decided by the PGVCL but no compensation or idle charges will be paid to the contractor under any circumstances.

**Signature of Contractor with Seal**

**Superintending Engineer  
PGVCL, Circle Office, Amreli**

## PASCHIM GUJARAT VIJ CO LTD

### GENERAL IMPORTANT INSTRUCTIONS:

#### **Name of work: “Cement Concrete Road and Material Stacking Platform For PGVCL Savarkundla Division Store”**

**1.2** The rate quoted by tenderers for works covered under scope of this tender is for any height, The work to be carried out as per specification.

To execute the work under this contract, all arrangements like scaffolding, machinery, labour and materials shall have to be arranged by contractor at his own cost. Also the contractor will arrange for cleaning and disposing of waste materials after completion of work.

Before quoting the rate, contractor should inspect the site and shall aware himself about nature of work involved.

To execute the work under this contract, all arrangements like scaffolding, machinery, labour and materials shall have to be arranged by contractor at his own cost. Also the contractor will arrange for cleaning and disposing of waste materials after completion of work.

The contractor has to carry out the work in phase wise and part wise as directed by Engineer In Charge. The area shall be made available one by one all the items have to be completed in all respect. The agency has to deploy the labour force accordingly to complete the work in stipulated time limit period.

Any activity not specifically mentioned in the tender but necessary in the opinion of the EIC of work must be carried out for successful completion of job.

Before starting the work quality of all the material are to be used will be get approval from competent authority.

The material account to be maintained by contractor day to day and get signature from PGVCL's field Engineer day to day.

The cement, Steel of approved brand as per attached schedule and as directed by EIC .shall be procured and stored Properly by making appropriate godown at site for better condition before use.

#### **1.1 LAYOUT AND LEVELS**

**1.1.1** The layout and levels of all structures etc. shall be made by the contractor at his own cost from the general grid of the block & bench marks given by the Engineer. Initially before starting the works, the contractor will carry out the contour layout of the full area by taking vertical & horizontal ordinates marked with the help of precise equipment like total station and as directed by EIC. This will not be paid Separately but will be included in the rate quoted by the contractor in schedule-B of the tender.

He has to provide all help in instruments, materials and men to the Engineer at no extra cost for checking the detailed layout and correctness of the layout and levels. But the Contractor shall be solely responsible for correctness of lay out and levels. Detail working programme shall be prepared & got approved from E.I.C.

**1.1.2** Permanent reference pillars shall be established by the contractor and under no circumstances shall the contractor remove or disturb any permanent bench mark without the approval of the Engineer. The Contractor shall follow reference point sand shall lay out all his work by accurate reference thereto.

#### **1.2 CONSTRUCTION METHOD**

**1.2.1** The contractor will be provided with construction drawings. The contractor shall prepare chart showing working of all items with the time schedule for the overall activities & the excavation & construction method to be adopted by him and shall be approved by the Engineer. The tender drawings are indicative only and for tender purpose only .Drawings may vary as per the actual site conditions and the designs etc The construction shall have to be done as per the revision in drawings , details .designs, instructions etc given by E I C time to time. DRAWING AND DESIGN ATTECHED with tender IS TENTATIVE AND MAY VARY AS PER SITE CONDITION. Working drawing given during execution of work may also revised as per requirement of PGVCL any times .Contractor should not claim on account of this.

#### **1.3 HANDING OVER OF SITE**

Efforts will be made by the Owner to hand over the site to the Contractor free of encumbrance. However, in case of any delay in handing over the site to the Contractor, the Owner shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the owner shall not consider any other compensation whatsoever viz. towards idleness of contractor's labour , equipment etc.

#### **1.4 QUALITY ASSURANCE CHECK LIST**

Quality assurance check list is enclosed to this specification giving details of Tests to be carried out on various materials however also to be followed as per the relevant Specifications for material testing and the agency shall be responsible for carrying out such tests at his own cost. The samples of all materials to be tested by the Contractor shall be tested by him in presence of authorized representative of the E.I.C. at the specified frequencies.

However such check list shall in no way limit the liabilities and responsibilities of the contractor in regard to quality of work as detailed out in technical specification and documents.

### **1.5 APPROACH ROADS**

The Contractor shall make his own arrangement for approach to the work site and within the work area for movement of men, material, machinery, other equipments etc. required for carrying out the work included under this contract as per specifications and the rates quoted for various items under schedule of items & shall be inclusive of the cost for preparation and maintenance of approach roads/haulage roads/access roads, etc throughout contractual period.

Providing and laying required diameter RCC pipe in rain water / Nala's / plant water drain/trenches pipes passing of water, cables etc their diversions etc. for preparing the approach to carry out the work without affecting plant activities/ systems wherever necessary at no extra cost.

**1.6 PREVENTION OF POLLUTION:** The contractor shall be solely responsible and liable for all the damages/activities caused by any pollution that may take place during the execution of works and he shall make arrangements, as approved by the Engineer for preventing pollution but, not withstanding, such approval, the entire responsibility for any pollution shall rest with the contractor. No separate payment shall be made for the pollution control measures and the quoted rates shall include the cost for all pollution control measures.

### **1.7 SAFETY MEASURES (Separate sheet attached Annexure-I)**

The contractor shall ensure the safety of workers, material and structure including existing structures during execution of the contract. Safety measures shall be followed during operations of equipments/ machinery being used. No separate payment shall be made for the safety measures and the quoted rates shall include the cost for all safety measures.

### **1.8 EQUIPMENTS AND MACHINERY**

The contractor shall have to use his own latest safe technology equipments machineries tools, tackles etc as required of good condition duly tested and certified with load proof tests from C.A and any other machinery required for the entire scope of work for all excavation works as well as all construction activities.

**1.9** The all construction materials and workmanship shall be in accordance with the items of Schedule-B as well as as per the relevant I. S .Specifications, P.W.D manuals and as per the booklet of PGVCL "General Specifications for Civil Works" The all materials to be used shall be the best and from manufacturers, make and brand as approved by Engineer In Charge. After getting the sample tested and approved the same materials only shall be procured and use in the work by the contractor **The cost of all materials are to be included in quoted rates. No any materials will be supplied by PGVCL**

1.10 Taxes, Govt. duties, welfare cess or any unforeseen expenses, if required to be made, shall be borne by the agency. The rates quoted shall be deemed to account all such factors after careful consideration of work and site condition. No extra claim shall be entertained in any circumstances on any account. Any activity not specifically mentioned in the tender but necessary in the opinion of the EIC of the work, must be carried out for successful completion of job.

1.11 If due to any stoppages, or litigation / stay order etc. work is suspended then no idle charges will be paid. Only suitable time limit extension will be granted based on genuine reason but no extra claim will be entertained.

1.12 The contractor shall engage sufficient nos., of qualified engineers and trained supervisors at site, to look after the work on behalf of the agency. In no case, the work shall be allowed to be continued without sufficient engineers/supervisors at site. Due care shall be taken by the contractor in this regard.

### **SPECIAL CONDITIONS OF THE WORK**

1) The agency shall take all the required safety measures and observe all safety rules while carrying the above excavation works etc to avoid any type of accident and damage. The contractor shall be held fully liable and responsible for any type of accident, injury, damage and loss etc. if occur at site till the completion of work.

2) The quoted rates in Schedule –B shall remain firm and no any escalation towards price, labour, or any other materials etc shall be applicable till overall completion of the work under the contract, during contract period and during extended period for this work

3) The PGVCL can split up this work by entrusting the orders to two or more agencies by splitting the quantities of items of the schedule –B in any proportion, at its own discretion at any time or delete one or more items as per the requirement. No any claim in any way will be entertained from contractor.

4) The contract shall be deemed to have carefully examined the site for grading leveling for laying of track line as is where are bases and aware with the site, locations, elevations, structures, quantities, Types of the various soil strata whatever will be available while excavating grading the area. The contractor should be deemed to have fully aware with the local site conditions & sounding structures and also all the terms & conditions scope drawings etc. Attached herewith. The bidders are ADVISE to visit the site, inspect the existing location of executing the work before quoting the rates. Any extra claims for extra items, rates etc. for any reason will not be entertained after acceptance of contract bid.

5) The contractor shall prepare & submit the detailed 'as built' drawings showing all the dimensions in plans, elevations, section of the area to be excavated graded showing the original as well as final levels taken jointly duly signed by Agency and PGVCL Engineer and submit the detailed schedules of quantities of various soil strata and take the signature of the engineer in charge before start of excavation work time to time and keep the records regularly.

6) The rates are inclusive of all type of laborers, tools, tackles, equipments, machineries, shoring, staging, scaffolding cranes Excavators, Compressors breakers etc. staking, stockpiling the remove materials category wise , their protection, preservation, storing, loading, unloading, transporting for all leads lifts & elevations height/depths and inclusive of all risks & all liabilities, providing all safety precautions, Insurance, securities, site cleaning leveling dressing the sites etc required for completion of the work in all respects.

7) The contractor will arrange safe control blasting (only if allowed by PGVCL), and use explosive / detonators , Blasting etc for the Excavation works in hard rock which is safe and may not damage the structures or its elements or cause any accident. The required licenses, permission of the Govt authorities to be taken by the contractor in advance at no extra charges.

8) The contractor has to dismantle & grading the area etc. from top to foundation bottom including removing and reestablishing the existing electric installation, pipelines, drainage lines, trenches cables conduits, Nala etc. without damage and to clear the site completely at no extra cost. The contractor has to carryout the jungle clearance by removing all thick vegetation, plants, shrubs, trees at their own cost.

9) The responsibility and liability of manpower to be engaged for this work will be totally of contractor who has been awarded this contract and he will take away all these manpower in his own establishments on completion of this contract. The PGVCL will not be held any responsible and liable in any way in the matter.

**Signature of Contractor with Seal**

**Superintending Engineer  
PGVCL, Circle Office, Amreli**

## **“GENERAL SAFETY RULES / NORMS TO BE OBSERVED BY THE CONTRACTORS”**

All the contractors working at our Savarkundla premises shall have to strictly observe the following Safety Rules. The Contractors shall be responsible for informing & observing these rules by their supervisors / employees / labours as well as the supervisors / employees/labours of their sub-agencies / sub-Contractors engaged, if any. Prior to commencement of the work, Contractor shall have to submit a written assurance on their letterhead to the concerned Sectional Head / Engineer-in-charge that they have thoroughly gone through these Rules, have educated their employees / employees of their sub contractor and will strictly observe the said Rules while execution of work under work contract awarded to them. They will have to indemnify the PGVCL for any loss or damage / accident /injury to the PGVCL's property / employee or employee of their own in default of non -observing these rules.

**[01]** Persons to be employed for carrying out the work shall possess required qualification, be fully trained and conversant for works to be done. All persons should have gate pass. Register consisting the full details (i.e. address, phone no, details of nearest relative, etc.) of all persons is to be maintained. During the work execution, one trained & competent supervisor should always remain present at site.

**[02]** The contractor shall take all the required safety measures prior to commencement of work on dangerous substances, machineries or area at which cautionary notice is displayed and obtain “Line Clear” or “Work Permit” through the concerned Department / Section.

**[03]** Prior to carrying out welding, gas cutting, furnace heating or any other hot work job, the contractor shall remove all the inflammable material lying at or nearby work site or cover it properly by suitable protective covering. Also, special care shall be taken before carrying out such job & see that all possible contributing factors to set fire shall be removed / vanished prior to commencement of the work. Advance intimation shall be given to concerned section / fire section to commence the work in fire prone areas. They should also keep ready all the First Aid Fire Extinguishers / equipments & fire extinguishing media / material like sand / water buckets or other appropriate equipment at such place. For taking care of the persons working a supervisor/ person capable to keep continuous watch on person(s) working, assist them in case of emergency or arrange to get immediate help, shall remain present at entry point and shall use full body safety belt without fail.

**[04]** While working inside sewage, trench or in-depth, a person to warn outsiders /entrants / passers etc shall remain available near entry point or the entry point shall be cordoned by a barricaded tape with a cautionary notice. After completion of the works, all the lids / covers / grills / grits opened, shall be re-fixed / re-placed in the original position as it were prior to commencement of the work and leave the work place in safe condition in all respect, so as to prevent accident to fellow workers.

**[05]** The contractor shall see that he / his persons do not block (by stacking material, spare parts, tools-tackles, equipments etc), any passages / walkways / gangways / aisles / staircases / ladders / lifts or any other approaches / roads leading to plants or its auxiliaries, on which there is a traffic movement or possible traffic movements in case of emergency. Such passages are meant for safe escape in the event of emergency. If it is utmost necessary to carry out work in such area with blocking of passage, prior permission of Competent Authority or the Engineer-In-Charge shall be obtained. To demarcate / declare the area as UNSAFE, cordon it using barricading tape & display suitable caution notice or keep a person to restrict / divert the traffic on this route through other safe passage.

**[06]** Prior to use power / electrically operated hand tools / equipments / machines /gadgets like welding machine, hand grinder, hand drill etc, ensure for its safe operation & use it only if it is found safe to use. Do not use defective, unsafe or improperly maintained equipments. The electrical power supply required to run such equipments shall not be taken directly at their own but shall be obtained through concerned Electrical Maintenance Departments or their authorized persons or under their observations / guidance only. The Electrical Section shall provide temporary electrical connection up to contractor's Mains Board on which it is compulsory to install mains switch, ELCB & fuses of adequate capacity. All such equipments shall invariably be earthed adequately to prevent electrical shock, sparking, short circuit etc. Power cord to be used shall be of adequate capacity, without any joint & shall consist of earth wire also. Hence, it is necessary to use adequate capacity 3-wire power cord for single & 5-wire power cord for three phase power connections. The plugs, receptacles, pins, holders etc shall be of adequate capacity & safe to use.

All electrical & mechanical equipments / tools-tackles viz. welding machine, cutting machine, Grinder, Drill, Chain Pulley Blocks, Hook chooks etc required to be used during work execution shall be of standard make & bear ISI certification mark on it. The consumables like welding electrodes, grinding wheels / discs etc which has specific prescribed life span shall not be used in any case if its expiry date is over.

**[07]** It is compulsory to use standard make Personal Protective Equipments (P.P.Es.) as per the job requirement. Do not work without use of required P.P.Es. Contractor is responsible to provide standard make (ISI approved) Personal Protective Equipments / Safety Gadgets suitable to give sufficient protection against hazards involved in their work / job to their staff, as per the job requirement and insist / enforce their staff to put on the same while at works.

The ongoing work is liable to be stopped at any time if the contractors' staff is found working without P.P.Es. Following is the list of various P.P.Es. to be used for various works / worksites.

### **List of safety equipments:**

**01** Industrial Safety Helmet. For protection of head against falling objects or during fall of person from height.

**02** Safety Goggles (Grinding, Welding, etc). : For protection of eyes against flying particles / dust, chemical splash, spark, arc, flashover etc.

**03** Face shield (Half or full). : For protection of face against flying particles / dust, chemical splash, spark, arc, flashover etc.

**04** Earplug / Ear muffs. For ear / hearing system protection: while working in high noise level area.

- 05 Apron (Rubber / PVC /Asbestos / Leather / Cotton).** : For body protection against chemicals, oils, sharp edged objects, heat, hot objects etc.
- 06 Gloves (Rubber/PVC, Asbestos, Leather, Electrical shock proof).** : For protection of hands against chemicals, oils, sharp edged objects, heat, hot metals/objects, electricity etc.
- 07 Safety / Leather / Asbestos shoes, Gum Boots etc.:** For protection of leg/feet against falling objects, sharp edged objects, heat, hot metals/objects, electricity etc..
- 08 Safety Belt (full body) / Rope / Life line / fall prevention system etc.:** For fall prevention while working at heights or in depth, working in vessel or in confined space.
- 09 Dust Respirators / Scarf.** : Protection of respiratory system against dust.
- 10 Chemical Cartridge Respirator:** Protection against chemical fume / vapor etc.
- 11 Canister Gas mask.** : Protection against toxic/poisonous fumes/gases.
- 12 Air supply respirators:** Working in oxygen deficient zone.
- [08]** Before using lifting machines / tackles (like C.P.Bs., Hook chooks, winch, forklift, mobile crane, EOT crane etc) & its attachments (like D-shackles, slings, U-clamps, Eye bolts or any fixtures), it shall be checked and used only if found safe to use. Also, ensure that these are tested, examined & certified in form no 9 / 10 by Competent Person as per the Factory act-1948 and its validity is not expired. Further, it shall be fixed properly and firmly prior to lifting the weight.
- [09]** Scaffoldings to be used for working at height shall be of adequate size & capacity. Obtain the work permit when working at height. While climbing on such scaffolding or working on any structure at height, use of full body safety belt & Helmet is compulsory. It is also necessary to fasten chinstraps of the helmet.
- [10]** Contractor or their employee shall not interfere in day-today routine plant activities / works except the work assigned to them, shall not loiter in the areas other than their work jurisdiction, as well as shall not temper / operate / touch the machineries / equipments / auxiliaries with which they are not concerned. Also, the contractor shall strictly instruct their staff not to sit or take rest at / near / below running plants, auxiliaries, systems or any place which is risky, hazardous & prone to accident.
- [11]** The cylinders containing poisonous / toxic or inflammable / explosive gas like Oxygen, Acetylene, LPG, Hydrogen, Ammonia, Chlorine, CO<sub>2</sub> or any type of material of explosive nature etc. shall be handled safely taking due care. To handle / shift such cylinders a special trolley / cage meant for it must be used but in no case it should be rolled. Domestic LPG cylinder shall not be used / permitted.
- [12]** On completion of the work, cotton waste, spilled oil / grease, pieces of welding rod & other waste material shall be removed from work site and the area shall be left safe, neat & clean.
- [13]** In case of any injury / accident while working, it shall immediately be reported to Safety Department through concerned Sectional Head / Engineer. The prescribed Form No. 21 may be obtained from concerned section or Safety Officer. For any incident occurred but have no injury to any persons should also be informed to Safety Officer as "Near Miss Incident."
- [14]** In all risky jobs, before starting the work, contractor should obtain General Safety Work Permit from concerned section well in advance.
- [15]** In case of noticing smoke or fire during their work execution, they shall make immediate efforts to extinguish / control it and simultaneously inform the Fire Brigade, and shall shift the casualty to nearby hospital after rendering first aid in case of accident.
- [16]** Over & above these, contractor shall have to follow all the safety requirements / rules & regulations / norms and legal provisions laid down in various statutes, particularly the provisions of 1948 & the Gujarat State safety Rules (Amended up to date) shall be followed strictly. The contractor shall also obey the rules / regulations / instructions of the local Competent Authority for safety requirements.
- [17]** No women or young person shall be allowed to clean, lubricate or adjust any part of a prime mover or of any transmission machinery while the prime mover or transmission machinery is in motion. Examination or operation of motion machinery shall be made or carried out only by a specially trained adult male worker wearing tight fitting clothing.
- [18]** No women or young person shall be employed or permitted to work in danger area.
- [19]** All the relevant labour and construction safety laws shall also be followed compulsorily.
- [20]** It is felt necessary to deploy safety officers / Safety supervisors by contractors / Agencies involved in carrying out hazardous activities / operations inside construction premises to have better and constant supervision in terms of Health Safety and Environment activities.
- [21]** In case, it comes to the notice of PGVCL management that the safety guidelines / safety rules / safety norms are not being followed then a minimum sum of Rupees One Thousand shall be penalized on the contractor / Agency and for subsequent such violation, a severe penalty / action as deemed fit shall be imposed, which may please be noted.
- [22]** The above rules shall be scrupulously followed and where required, they may contact the Officer of PGVCL for any ambiguity / further guidance in this regard.
- [23]** For performance evaluation of contractor, safety factors of work accident, fire incident & near miss accident will be considered. Steps can be taken to review the job assignment up to cancellation for negligence.

**Signature of Contractor with Seal**

**Superintending Engineer  
PGVCL, Circle Office, Amreli**



**PASCHIM GUJARAT VIJ CO. LIMITED  
CIRCLE OFFICE , AMRELI**

**TENDER AND CONTRACT FOR WORKS**

(APPLICATION FOR WORKS CONTRACT)

**GENERAL RULES AND DIRECTIONS FOR THE GUIDENCE OF CONTRACTOR**

Notwithstanding anything contained to the contrary in the specification or tenders 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 PGVCL. 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 and relevant document and site condition,

1. 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. Also the amount of earnest money to be deposited with the tender and the security deposit to be deposited by the successful tenderers and the percentage, if any, to be deducted from bills.

2. 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 Superintending Engineer during office hours.

3. 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 PASCHIM GUJARAT VIJ CO. LIMITED, such specifications with designs and drawings shall form part of the accepted tender.

4. The tenderers and 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.

5. The tenderers at shall fill up the usual form stating at what percentage above or below rates specified, he is willing to under take the work. Only one rate or such percentage on all the estimated rates or schedule rates shall be mentioned.

6. Tenderers 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 of any sort, will be liable to rejection.

7. No single tender shall include more than one work, but contractors who wish to tender, for two or more works, shall submit a separate tender for each work. Tender shall have the name and the number of the works, of which they pertain, be super scribed on the envelope.

8. The Engineer-in-charge or his duly authorized assistant will **open tenders on line**

9. 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.

10. 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 of binding on the PGVCL unless it is signed by the Engineer-in-charge.

11. The memorandum of work to be tendered for and the schedule of materials to be Supplied by the PASCHIM GUJARAT VIJ CO. LIMITED and their rates shall be Filled in and completed by the office of the Engineer-in-charge before the tender form is issued if a form issued, to an intending tenderers 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.

12. All works shall be measured, meet by standard measure and according to rules are custom and usual in the use in the PASCHIM GUJARAT VIJ CO. 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 PASCHIM GUJARAT VIJ CO. LIMITED" shall be final.

13. Every contractor shall, except the registered contractor on the approved list of the PGVCL, produced, along with the tender a solvency certificate from the collector of the District within which he resides, of a banker's certificate of his financial stability, if he fails to produce such a certificate his tender will not be considered.

14. All corrections and addition or pasted slips should be initialed.

15. Tenderers shall be deemed to have full knowledge of relevant documents, site conditions etc. whether inspected or not by him.

16. Submissions of tender by a contractor 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.

17. Under no circumstances shall any contractor be entitled to claim enhanced rates for any item of contract without prior sanction of the competent authority.

18. In case of any deviation in any terms and conditions between Instruction to the bidders and Tender and contract for works, the terms and conditions mentioned in Instruction to the bidders will prevail.

19. These rules and directions shall form part of the contract.

## **TENDER AND CONTRACT FOR WORKS**

I/We hereby tender for the PASCHIM GUJARAT VIJ CO. LIMITED (herein referred as "PGVCL") of the work specified in the under written 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 PGVCL such materials and rates to be paid for them shall be as provided in Schedule A hereto.

### MEMORANDUM

a) General Description of Work:

b) Estimated Cost:

c) Earnest Money:

d) Security Deposit:

(1) Cash 2 ½ % of the contract amount

(2) To be deducted 2 ½% from current work of first two R.A. bills in two equal installments.

(3) Alternatively if desired by contractor, whole S.D can be paid by bank guarantee of the any nationalized banks only.

The bank guarantee of Co-Operative banks and other scheduled banks etc. will not be accepted.

e) Time allowed for the completion of work from date of issue of commencement letter. 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 PGVCL the sums of money mentioned in the said conditions. Receipt No. \_\_\_\_\_

Date \_\_\_\_\_ from the PASCHIM GUJARAT VIJ CO. LIMITED in respect of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

(the amount to be specified in figures and words) is herewith forwarded representing the earnest money (the full value of which is to be absolutely forfeited to the PGVCL should I/We not deposit the full amount of security deposit specified in above memorandum in accordance with clause-(d). Security Deposit of the said conditions / otherwise the said sum of Rs \_\_\_\_\_ shall be refunded on surrendering the

Original receipt, in case of non-awardance of contact.

Signature of the contractor:

Address of the contractor:

Dated \_\_\_\_\_ day of \_\_\_\_\_ year

Signature of Contractor :

Signature of Witness

Address of Witness:

Occupation

Dated \_\_\_\_\_ day of \_\_\_\_\_ year.

The above tender is hereby accepted by me on behalf of the PASCHIM GUJARAT VIJ CO. LIMITED

**Signature of Contractor with Seal**



**Superintending Engineer  
PGVCL, Circle Office, Amreli**

## **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 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) “PGVCL OR co.” means the PASCHIM GUJARAT VIJ CO. LTD.s and the “Accepting Officer” means the officer who is authorized to sign and signs the contract on behalf of the “PGVCL.”
  - (f) The letter “EE” means Executive Engineer who in the case of measurement and lump sum contract, direct the contractor and the letters “SE” means Superintending Engineer” and “C.E.” means SUPERINTENDING ENGINEER who administers and in the case of the term contracts directs the contract.
  - (g) The “Engineer-in-charge” means all officers of the PGVCL 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 Superintending 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 PASCHIM GUJARAT VIJ CO. LTD. 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 full and entire executing and completion of 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 orders and the tender documents or any subsequent agreed amendments thereto.

### **2 Security Deposit**

The contractor shall, within 7 days of the issue of Letter Of Intent, pay 5% of contract value as Security Deposit;. The Bank Guarantee from schedule bank in lieu of cash or government securities towards Security Deposit will be accepted providing amount of Security Deposit payable exceeds Rs. 10,000/- Security Deposit can also be paid as fixed deposit receipt as prescribed in Schedule “C”. All damages, costs, charges, expenses and other sums which may be or may become due or payable by the contractor to the PGVCL under the terms of the contract may be deducted from the cash in the proceeds of sale of the Securities/Bank Guarantee to deposited (which the officer or person to whom the same may be endorsed as aforesaid is hereby authorized to sell / to encash for that purpose) or from the interest of any such securities of from any sums due or which may become due to the contractor by the PGVCL 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**

**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 work shall through out the stipulated period of contract the proceeds with due diligence (time being deemed to be essence of contract) and for delay, the contractor shall pay compensation, an amount equal to half percent per one week for the CONTRACT value or such smaller amount as per the decision of the Competent Authority of the PGVCL. However, the total amount of compensation to be paid by the contractor, under the provision of the clauses shall not exceed 10 percent of the amount of total work value as decided by the competent authority of the PGVCL. The penalty will be invariably retained from the bills of the contractor and no refund will be given unless the competent authorities approves the reduction the reasons for delay attributable to PGVCL as well as to party will be brought out clearly while putting the proposal for waiver reduction in penalty.**

**4. 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 (whether paid one sum or deducted by installments) or in the case of abandonment for the work owing to serious illness or death of the contractor or any other cause, the Superintending Engineer on behalf of the PGVCL, 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 PGVCL.

- (a) To rescind the contract (for which rescission notice of 10 days) in writing to the contractor under the hand of the Superintending 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 PGVCL.
- (b) To employ labour paid by the PGVCL, to supply materials to carry out of the works or any part of the works debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Superintending 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 Superintending 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 PGVCL under the contract or otherwise from his security deposit of the proceeds sale thereof or a sufficient part thereof.

In the event of the above courses being adopted by the Superintending 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 unless and until the Superintending Engineer shall have certified in writing the performance of such works and the amount payable to him in respect thereof and he only be entitled to be paid the amount so certified.

**5. Notice for unsatisfactory progress**

If the progress or a particular portion of the work is unsatisfactory the Superintending 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.

**6. Action in the case of Default by Contractor**

If any case in which any of the powers conferred upon the Superintending 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 not withstanding 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 Superintending Engineer taking action under sub clause (a) or (c) of Clause 4 he may, if he so desires, take possession of all or any tools, plants, materials, and stores in such upon 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 S.E.

7. The Superintending Engineer whose certificate thereof shall be final. In the alternative, the Superintending 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 Superintending 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 Superintending 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 subordinated until they have received the approval of the Superintending 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 after 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. The contractor shall submit the final bill 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 within 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.

**11. Bills- Payment:**

Shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge, for all works, executed in the previous month and 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, , The Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent, whose 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 Payment will be made after through scrutiny of bill as per rules and prevailing practice of PGVCL. Their after payment will be made as per availability of fund. For any type delay no interest will be paid in any case.**

**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 Superintending 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 the rates entered in the Schedule of Rates of the PWD /PGVCL or at the rate mutually agreed upon between the Superintending Engineer (TECH) Circle Office 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 Superintending Engineer for the rate which in his intension to charge for such class of work and

**16.** If the Superintending Engineer does not agree to this rate he shall be noticed in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that

**17.** 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 Superintending Engineer. In the event of dispute, the decision of the Superintending Engineer of the Circle will be final.

**18. 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 Superintending 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,

**19.** 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 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,

20. 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 as 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.

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.

**21. 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 Superintending 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 Superintending 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.

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

The contractor shall give not less than 5 days notice in writing to the Superintending 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 Superintending 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.

**23. Contractor's Liabilities**

The Contractor shall supply, at his own cost, all materials (except such special materials, if any as may be supplied form the PGVCL stored in accordance with the contract) plant, tools, appliances, implements, 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 deposit or the proceeds of sale thereof or 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 defence 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.

**24. Contractor Liable for all Damages**

Compensation for all damage done intentionally or unintentionally by contractor's laborer, whether in or beyond the limit of PGVCL's property, shall be estimated by the Superintending Engineer, or such other office, as he may appoint and the estimate of the Superintending Engineer, subject to the decision of the Superintending Engineer, on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation 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 PGVCL 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.

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

The contractor shall not assign or sublet, 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 PGVCL 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 Superintending 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 PGVCL and the same consequences shall ensue 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.

**26. 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 PGVCL, without reference to the actual loss or damage sustained and whether any damage has not been sustained.

**27. Change in the constitution of firm to be notified**

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

**28. Works under direction of Superintending Engineer**

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

**29. Decision of Superintending Engineer to be final.**

Except where otherwise specified in contract and subject to the power delegated to him by PGVCL under the PGVCL's rule, then in force the decision of the EIC. for the time being 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 on the 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.

**30. 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 PGVCL 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.

31. 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.

31. The Contractor shall be responsible for the loss destruction or deterioration of the materials, stores or articles supplied to him by the PGVCL, even if such loss destruction or deterioration has occurred under any circumstances whatsoever beyond his control as if the material, stores or articles so supplied were his property. The contractor shall be responsible for returning the residual materials after completion of the contract and if fails to return, the balance material supplied to him by the PGVCL, the cost of the residual materials will be recovered from the contractor at the market rate or stock issue rate whichever be higher at the time of materials account plus 15%.

#### **32.1 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.

#### **32.2 Lump Sum Tenders**

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 Superintending 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 90% 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 Superintending Engineer. After the work is completed final bill would be paid on the certification of officer not below the rank of Superintending 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.

#### **33. 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 divisional specifications and in there event of there

being no divisional 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 PGVCL etc.

### **34. Industrial Labour Laws**

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

- a) The contractor shall pay minimum wages to laborers as per 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 in factory premises and the contractor shall get the entries certified in the register of wages by the Representative of the PGVCL. 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 PGVCL so that in case of labour trouble etc., the contractor can be contacted. The contractor shall arrange to have his office outside the office premises and the contractor keep himself present through out the working hours.

#### **2. Labour Laws: -**

- a) Persons below the age of 18 years shall not be employed for the work.
- b) No female worker shall be employed in the night shift between 7.00 p.m. to 6.00 a.m.
- c) 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.
- d) The contractor shall at his own expense comply with all labour laws and keep the PGVCL 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 of RS.30/- with the office of the Commissioner of Labour as per the Contract Labour Act (Regulation & Abolition).
  - 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. Paid leave facility and wages as per the provision of the Factories Act at the rate of one day for every 20 days of working.
  - v. Identity cards as prescribed under the factories Act with photo affixed thereto, the same for identification.
  - vi. 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.
  - vii. Provision of compensation in the case of accidental injury.
  - viii. Payment of crèche if the female labour employed is more than 30 numbers
  - ix. 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.

#### **2. 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 workers contribution towards provident fund and family pension scheme shall be deposited by the contractor with regional Provident Fund Commissioner, Ahmedabad.

#### **3. 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.

**4. Administrative Charges:-**

The contractor shall deposit administrative charges for maintaining Provident Fund Account with Regional Provident Fund Commissioner, Ahmedabad at the rates applicable.

**5. 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 PGVCL.

**6. Workmen's Compensation Fund and Employers Liability 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.

**7. Contractor to Indemnify to the PGVCL**

The contractor shall indemnify and keep indemnified the PGVCL and every officer and employees of the PGVCL 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 PGVCL by any workman/ employee of the contractor or any sub contractor and / or from any liability may arise to any workman / employees of the contractor or any sub contractor under any laws, rules or regulation having the force of law including but not limited to claims against the owner under workman's compensation Act, 1923. The employee's Provident Act 1952, and / or the contract Labour (Abolition and Regulation) Act 1979. The PGVCL 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 the PGVCL against all such damage and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**8. Workmen's Compensation And Employer's Liability Insurance :-**

Insurance shall be affected for all the contractor's for all the contractor's employees engaged in the performance of this contract. If any of the work is subletted to the sub-contractor, the contractor shall require that he or his sub-contractor to provide workmen's compensation and employer's liability insurance for the latter's employees unless such employees recovered under the contractor's insurance.

9. The PGVCL reserves the right to terminate this rate contract at any time during its pendency without giving notice of termination or any reasons thereof.

10. The PGVCL 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 and which sum/sums the PGVCL is required to pay as a principal employer on account of contractor's default in respect of all liabilities referred to in above clauses.

11. Nothing in the contract document stated shall in any wise 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 PGVCL.

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

**35. 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.

**36. 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.

**37. 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.

**38. Entering upon or commencing any portion of work**

The contractor shall not enter upon or commence any portion of work except with the written authority or instructions of the Superintending 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.

**39. Method of Payment**

Payment to contractors shall be made by A/c payee Cheque provided the amount exceeds Rs.50/-. Amount not exceeding Rs.50/- will be paid in cash. Generally, payment may take 30 to 60 days after passing of bills depending on availability of fund.

**40. Acceptance of conditions on tendering for work.**

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

**41. 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 Superintending Engineer or by any person to whom Superintending Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay such person wage not below the minimum, which Government may have fixed in this behalf from time to time. Any implementation of this clause shall be decided by the Superintending engineer / Engineer-in-Charge whose decision shall be final and binding on the piece worker/contractor.

**42 Employment of Technical Persons**

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

**Superintending Engineer  
PGVCL, Circle Office, Amreli**

**I/we accept the above conditions...**

**Date:**

**Place**

**(Signature of Contractor)**

**Seal :**

**Address:**

**PASCHIM GUJARAT VIJ CO. LTD.**

**GENERAL CONDITIONS OF CONTRACT**

**1.0 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.

**2.0 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 S. E. 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 Superintending Engineer in charge.

**3.0 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 Superintending 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.

**4.0**

1. 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 PGVCL. In any circumstances for constructing temporary structures contractor's use, PGVCL free supply of materials shall not be made. 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 PGVCL.
2. 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.
3. All produce from cutting of trees grass etc. shall be the property of PGVCL & 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.
4. The land shall as herein before mentioned be handed over to PGVCL / 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 PGVCL shall deem fit & necessary & the contractor shall, on due notice by the PGVCL, vacate & return the land which the Engineer In Charge may certify as no longer required by the contractor for purposes of the work.

**5.0 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 PGVCL, 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.

**6.0 Work to execute to the satisfaction of the PGVCL'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 PGVCL'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 PGVCL's Engineers at site.

**7.0 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 PGVCL's authorized Engineers shall be final & binding on all parties.

**8.0 Samples of descriptive Data:**

Samples of descriptive data requiring approval shall be submitted by the Contractor to the PGVCL'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 or 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.

**9.0 Baselines & Grades:**

The PGVCL 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 their 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 PGVCL's Engineers. All the survey work, if required, shall be checked by the PGVCL's engineers. However this shall not absolve the contractor for the correctness of survey/ temporary or permanent Benchmarks.

**10.0 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 PGVCL & shall be disposed off in the manner & place as directed by the PGVCL's Engineers.

**11.0 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 PGVCL. The contractor shall return the gathered things as above to the authorized representative of the PGVCL.

**12.0 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 PGVCL & 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 PGVCL'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 PGVCL'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 PGVCL's Engineers.

**13.0 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 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 PGVCL 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.

**14.0 Liability for accidents to persons:**

The contractor or subcontractor shall indemnify the PGVCL against any claims which may be made under the workman's compensation Act, 1923, or any statutory modification or other wise 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 PGVCL is obliged to pay compensation to a workman employed by the contractor or subcontractor in execution of the work, the PGVCL will recover from the contractor the amount of compensation so paid, and without prejudice to the rights of the PGVCL under subsection 12 of the said Act, such amount will be paid back

to the PGVCL in 30 days, failing which the PGVCL will be at liberty to recover such amount of any part thereof by deducting it from the dues by the PGVCL to the contractor under this contract or otherwise. The PGVCL 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 PGVCL full security for all costs for which the PGVCL might become liable in consequence for entertaining such claims.

The contractor shall indemnify the PGVCL 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.

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 PGVCL the fact of such accidents. The contractor or subcontractor shall indemnify the PGVCL against all loss or damage sustained, by the PGVCL resulting directly or indirectly from his failure to give intimation in the manner aforesaid including penalties or fine if any, payable by PGVCL as a consequence of PGVCL'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.

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

15.1: Any damage to PGVCL property has to be completed & substantial manner by & at the sole cost of the contractor & to the reasonable satisfaction of the PGVCL's Engineers. If the contractor fails to make good such losses, damages within the specified time given by the PGVCL, the PGVCL shall be at liberty to recover the amount towards such expenses fixed by the PGVCL's Engineers & shall be recovered from the amount due under this contract to the contractor.

15.2: Further the contractor shall, at all times, protect & preserve all materials, machinery, equipments, and, allied structures, road and ramps etc., materials acquired by himself or PGVCL for the execution of the work. All reasonable requests of the PGVCL's Engineers to enclose or especially protect any of the above shall be expeditiously complied with at no extra cost.

15.3: 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 PGVCL shall be entitled to arrange for such protection at his unfettered discretion & recover the cost thereof from the contractor.

15.4: 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 PGVCL in respect of all damage or injury to any

person or any property of the PGVCL or of others in villages near by, occasioned by the negligence of the contractor or his workmen, or his subcontractor, or by defective /ill methods of working.

**16.0: 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 PGVCL 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 PGVCL's Engineers in charge, but the contractor shall be fully responsible for & loss, destruction thereof or damage thereto. The PGVCL 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 PGVCL by the contractor, under in respect of & dispose of any such materials, tools. Tackles, machinery in such a manner as the PGVCL 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.

**16.0: 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 other wise for any other contractor employed by the PGVCL & 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.

**17.0: Inspection of Works:**

The PGVCL'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 PGVCL'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 PGVCL 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.

**18.0: Action & compensation payable in case of Bad Work:**

If at any time before the refund of Security Deposit to the Contractor it appears to PASCHIM GUJARAT VIJ CO. LTD.'s Superintending Engineers or subordinate and / or any authorized officer of the PGVCL 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 other wise not in accordance with the contract, it shall be lawful for the PASCHIM GUJARAT VIJ CO. LTD. 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 PGVCL, 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 PGVCL shall get these rectifications at the risk & expense in all respects of the Contractor.

**19.0: Cleaning up :**

19.0.1 The contractor shall at all time keep the construction areas & his labour colony & storage areas free from accumulation of waste, or rejected materials.

19.0.2: 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 PGVCL's Engineers/representatives; thereafter only the completion certificate will be issued.

**20.0: 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.

**21.00: Progress Schedule:**

21.1 Contractor shall furnish a Construction Schedule on receipt of LOI or Work Order which ever 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 PGVCL's Engineers. Detailed schedules for each working season showing the progress month by month to be achieved is to be submitted to the PGVCL. The PGVCL 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.

21.2 The PGVCL 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 PGVCL in four copies.

21.3 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.

21.4 The progress schedules shall be in the form of bar charts, statements &/or reports as may be necessary & directed by the PGVCL's representatives.

During the execution of the work if it is found that the work is not progressing as per the Scheduled Progress Program, approved by the PGVCL & 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 PGVCL's prescribed Booklet for "Tender & Contractor for Works" and PGVCL may take such action as it may deem fit to ensure that the work is completed in time at the risk and cost of the contractor

**22.0 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.

Deduction on account of security deposit @2.5% in two parts, in first two RA bills.

Penalty, if Levi able,

Expenditure, in full, incurred by the PGVCL on contractor's behalf in labour, machinery, equipment etc.

Charges for services such as water & power supply, etc. in full,

Hire charges for PGVCL's or Government machinery if any,

Other recoveries not specifically mentioned but recoverable.

**23.0 Date of completion:**

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

Provided always that if in the opinion of the PGVCL the completion of the works shall be delayed by any change of original design or by the order of the PGVCL, of any altered, modified substituted or additional works or materials omitted or by strikes, lock outs or stoppages of labour, or revolution, riots, TECH or political disturbance or by the contractor not being given possession of the site or by the PGVCL 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 PGVCL 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 PGVCL or it's representatives) the PGVCL may in the unfettered discretion thinks fit either forthwith or at a later time & from time to time not

withstanding 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.

**24.0 Subletting of contract:** Subletting of contract is strictly prohibited

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

If during the tendency 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 involved 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 PGVCL, 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 PGVCL, whose decision shall be final.

The PGVCL 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.

**26.0 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 simultaneously & satisfactorily, during their action of machinery or execution of any other co-ordination works, the contractor will have to co-operate as directed buy the PGVCL'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/equipments 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 PGVCL in the unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the contract conditions & the PGVCL may take such action as may deem fit against the contractor & the action taken shall be considered as final & binding.

**27.0 Speed of work:**

The contractor shall at all times maintain the speed of work to confirm to the latest operative progress schedule but the PGVCL 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 PGVCL. The compliance of such orders shall not entitle the contractor to any claim or compensation.

**28.0 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.

**29.0 Access to the contractor's book:**

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

**30.0 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.

**31.0 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.

**32.0 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. No any interest or any charges will be paid for any delay in payments of R.A. Bills/Final bill.

**33.0 Breach on part of PGVCL not to annul contract:**

No breach or non-observance on the part of the PGVCL 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 PGVCL an extension of time may be given to the contractor in respect of such breach or non-observance by the PGVCL.

**34.0 Labour conditions:**

34.1 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.

34.2 The contractor shall as far as possible obtain his requirements of labour, skilled & unskilled from the local areas.

34.3 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.

34.4 The PGVCL 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 PGVCL for any delay or extra expense caused towards the completion of the work by such removal.

34.5 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 PGVCL or by any person to whom the PGVCL 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 EIC shall be final & binding.

34.6 The contractor shall provide reasonable facilities to the labour employed by him. The usual facilities are weather proof shelter for rest & meal, supply of wholesome drinking water, facilities for obtaining food, reasonable washing & sanitary facilities, special facilities for women workers, suitable residential accommodation, general sanitation & health measures etc.

34.7 The implementation of any & all provisions of this clause in no way entitles the contractor to claim in this contract.

**35.0 Local Laws:**

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.

All import duties, sales tax & other local taxes shall be borne by the contractor & they shall be deemed to have covered by this quoted rate.

**36.0 Performa returns:**

The contractor shall maintain Performa, charts & details regarding machinery, equipments, materials labour, personnel & other matters as may be specified by the PGVCL time to time.

**37.0 Maintenance:**

The contractor for a period of 1(ONE) Year after the date of completion, as certified by the Engineer In charge, shall maintain the work in such manner that on the expiry of the period of maintenance, they shall be as good and perfect in order and conditions as that in which they were at the commencement of the period of maintenance. The contractor shall at his own expense, repair, rectify and make good to the satisfaction of the

Executive Engineer all defects, imperfections or other faults arising from or out of use of materials or workmanship not in accordance with the contract or from negligence or failure on the part of the contractor to comply with the provisions of the contract. The security deposit will be released after satisfactory completion of maintenance period of one year.

The security deposit will be refunded by producing No Objection Certificate from concern PGVCL office.; only after the completion of guarantee period of 1 year of work completed or finalization of final bill whichever is later.

**38.0 Insurance:**

The contractor shall procure, or arrange for the Subcontractor to procure insurance coverage in amounts approved by the PGVCL & sufficient to protect against the following risks arising out of the work.. Accidents & professional & non-professional sickness of all labourers & 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 PGVCL & nearby villages, equipments of the PGVCL 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 PGVCL has accepted the work. In the policies covering the insurances referred to above, the PGVCL, contractor & the subcontractor shall be as co-ensured where possible. The cost of insurance shall be borne by the contractor.

**39.0 Liens:**

Final payment to the contractor shall not be made until the contractor shall deliver to the PGVCL 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 PGVCL all money that the latter may be compelled to pay in discharging such a lien, including all costs & a reasonable attorney.

**40.00 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 PGVCL in a PERT/BAR Chart Format, clearly indicating the PGVCL's inputs also.

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

The successful bidder will have to depute his authorized representative to attend progress review meetings to be held at site or the PGVCL's Circle/Circle Office at AMRELI

The contractor will be responsible for complying with all rules & regulation & the labour laws applicable to him & the PGVCL 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.

An ADHOC payment shall be released @75% against the bill submitted, subject to adjustment in next R/A bill; over and above one R.A. bill in each month.

The contractor shall depute sufficient numbers (As per instruction of PGVCL) 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.

Payments shall be released on the availability of funds with the PGVCL No interest will be paid for delay in payment of bills.

**41.00 Contract:**

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

**42.0 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.

**Superintending Engineer  
PGVCL, Circle Office, Amreli**

**I/We accept the above conditions...**

**Contractor's            Representative            legible            dated            signature:**

\_\_\_\_\_  
Seal of the company  
Date;  
Place:

**PASCHIM GUJARAT VIJ CO.LIMITED**  
**CIRCLE OFFICE, AMRELI**

**GENERAL SPECIFICATIONS:**

**(A) TECHNICAL AND COMMERCIAL CONDITIONS**

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. Godowns 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.
4. 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.
5. 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.
6. 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.
7. General Specifications of the relevant Indian standard specification shall also apply.
8. 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.
9. Any components or part of the work shall not be given to any sub-contractor without approval of the competent authority of the PGVCL.

The whole responsibility of the execution of the work, as per the terms and conditions of the contract, will entirely rest of 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.

10. The Engineer-in-charge will fix the hours of work, and no work shall be executed beyond that period, during nighttime or in absence of the Engineer-in-charge of his authorised agent. The box measures shall be filled only in the presence of the engineer-in-charge or his authorised agent.
11. Contractor will be asked to present the sample of materials, and the approved samples will be preserved at the site of work, and no charge in the approved sample will be allowed, without the written permission of the Engineer-in-charge.
12. 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 re execute the same without any financial implication to the PGVCL.
13. 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.
14. 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, falling 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.
15. Tenderer must return the form of tender, with the specifications and the schedule of quantities, and rates and other schedules only signed on each page. Any tender not bearing signature of the tenderer on all the documents accompanying the tender is liable to be rejected.
16. Before submitting his tender, unit rates, which shall be for the finished work complete, including charges invol. ved in testing, maintenance for a period of 12 months, the tenderers 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.
17. The Tenderer must visit the site of works and see for himself the site conditions regarding water, labour conditions rates approach road during all seasons and all other matters affecting the works before submitting the tender.
18. 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 local conditions and other factors bearing on the executions of the work. The PGVCL 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.

19. 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.
20. The PGVCL 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.
21. 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 PGVCL.
22. 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 EIC.. The name of such Engineer with his qualifications and experience shall be intimated by the contractor. The EIC 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.
23. 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.
24. Bills shall be submitted by the contractor monthly on or before the date fixed by the Superintending Engineer, for all works executed in the previous months.
25. 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 PGVCL the sums of money due.
26. 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.
27. The contractor shall pay wage to the workers, as per minimum wages act as declared by the Government time to time.
28. The contractor shall follow all labour laws of Govt.
29. Contractor shall arrange at their own cost for testing of all material to be used in the work or finished product, if desired by the EIC.. The contractor should make provision in the percentage rate quoted for this work. PGVCL will not make any payment towards material testing and mix design .and finished product testing.



30. The full value of the "Earnest Money Deposit" paid herewith, shall be forfeited to the PGVCL, if the contractor fails to deposit the full amount of specified security deposit, within stipulated time.
31. Before submitting his tender, unit rates, which shall be for the finished work complete, including charges involved in testing, maintenance for a period of 12 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.
- 32 Approval and payment 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.
- 33 The Bidders shall study the Conditions of site & shall resort to dewatering for rainy water and ground water and for any flood situation and for any reason, where necessary, by appropriate methods & maintain reasonably dry areas to work at no extra cost. No any claim will be entertain on this account unless otherwise specifically mentioned in respective item.
34. 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.  
 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 TECH 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 e. -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	1 CMT	8.12

	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	6.27 4.42 3.00 2.47
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 1 SMT	0.25 0.35 0.45 0.60 0.75 0.13 0.25 0.20
4.	Bedding Below Flooring 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 PGVCL) - do - size (2x2x0.9 M with free PGVCL) (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	100 RMT	4.00

	C.M. 1:2. 100 mm - do - 150 mm - do -	100 RMT 100 RMT	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 - pre-cast 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
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.

- Note:** (1) Consumption figures mentioned against each item is for theoretical consumption. This consumption should be more or equivalent to specified here..Minimum cement consumption of controlled concrete
- (2) In the case of plaster to masonry walls, an extra quantity of 1 CU.Feet to mortar for every 100 sq. ft. of area may be allowed at the discretion of EIC.
- (3) Consumption rate of cement not included above will be considered as per best prevailing P.W.D. practice.

**General:** Please refer latest edition of relevant Indian Standard Specification of Code i.e. B.I.S. General relevant I.S. of B.I.S. shall prevail for all items including materials, measurements etc.

The Item wise detailed specifications are intended for full description of items covered by Schedule "B". The specifications are not however intended to cover every detail and the works shall be executed according to the spirit of the specifications below 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 Superintending 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 Superintending Engineer (Civil).

#### **(B) USE OF MATERIALS:**

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 PGVCL 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.

No collection of materials shall be made before it is got approved from the Engineer-in-charge.

Materials, if and when rejected by the Engineer-in-charge shall be immediately removed from site of work.

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.

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.

## **(C) GENERAL GUIDANCE FOR CONCRETING WORK:**

### **(1) CONCRETE :**

#### **I PROPORTION:**

The Proportion of fine, coarse aggregates and cement shall be as specified in item of tender where nominal mix is to be used. Proportion of material shall be carried out such that the proportion of materials is readily verifiable. Material must be measured in boxes of steel or wooden, approved by EIC. Box to be used for which aggregate, its size etc. shall be clearly marked on box. No ramming of boxes will be permitted. Slight variation in proportion for technical requirement will have to be carried out without any extra cost. Boxes shall be filled in presence of authorized agent of Company and work shall be carried out during working hours fixed by Company or approved by Engineer-in-charge.

Where strength of concrete is specified instead of nominal mix, contractor will have design mix for the specified strength as provided in IS code for design mix. Proportion shall be used on weight of ingredients of concrete using specified size of the coarse aggregate in item. If ordered, contractor will have to get economical design from Gujarat Engineering Research Institute or other approved institution.

Where permitted, in case of small works, proportional of weight basis can be converted to Volumetric for use at site with maintaining same quality of aggregates as used in designing the mix. Design mix shall be got approved and minimum cement if specified shall have to be used.

Any change in source of aggregate will require redesigning of the concrete mix.

The engineer shall have right to inspect the source of materials used and contractor will have to arrange for testing of material, if ordered, without any extra cost.

#### **II MATERIALS:**

Coarse aggregate & fine aggregate i.e. black Trap metal, Grit, sand etc. shall conform to IS 353 for aggregate from natural source. Aggregates shall be strong, hard, durable, and free from foreign materials and adherence. If found necessary, contractor shall have to arrange testing of aggregate according to IS 2386 & IS 576.

Coarse aggregate shall be of specified size in the item viz. 40 mm, 20 mm, 10 mm etc. Where gradation is to be done in mix design, it shall be properly graded. Coarse aggregates shall be free from mica, shale etc. The pieces shall be angular in shape having granular or crystalline surface, triangular, flaky & laminated should not be used. If ordered by Engineer-in-charge, aggregates shall have to be screened or washed. Samples of coarse aggregates to be used shall be got approved and source of approved quality material shall not be changed without prior approval.

Sand shall be clean river sand of quality approved as per IS confirming to gradation zones. Sand shall have fineness modulus of not less than 2.2 or more than 3.2.

When sufficient quantity of aggregates are to be collected, they shall be stacked separately in piles to avoid inter mixing. Mixing or earth, organic materials and other foreign materials shall be avoided. Rakers shall be used for lifting of coarse aggregates. Coarse aggregate having specific gravity of less than 2.6 shall not be used.

Cement shall be ordinary Portland cement unless otherwise specifically specified. One bag of cement is considered 50 KG. of cement. If cement

is to be procured by contractor from outside, certified report that cement confirms to the provision of I.S. shall be furnished if demanded. If necessary, testing will have to be carried out, in approved laboratory without any extra cost. For compressive strength and initial setting time test as per I.S.456.

Water to be used for mixing and curing shall be potable water free injurious and deleterious materials confirming to IS 3025, proper storing facility at site shall be provided by contractor and see that water do not get contaminated – The suitability of water for making concrete shall be ascertained. Water shall confirm to the test as given in I.S.3025.

### **(III) MIXING**

Ingredients i.e. cement, sand and coarse aggregates shall be measured by weigh batcher or Volumetric boxes as specified or approved. Boxes for each component shall be prepared for such quantity that will be required for one bag of cement.

All ingredients shall be mixed in mechanical mixer. Ingredients shall be first mixed dry for 1 minute and than required quantity of water is added as per design and mixed for minimum 1 ½ minutes till concrete is uniform. Entire concrete in the mixing drum shall be discharged in pre operation before raw materials for second batch is feed into the drum.

Concrete which can be laid before initial setting time of cement shall be prepared. Party set or tempered concrete shall not be used. Mixer machine, weigh batcher etc. shall be cleared after completion of work. Mechanical mixture shall comply to I.S.1791.

For checking consistency and workability of concrete, slump test shall be carried out as per IS 1199 if desired by Engineer-in-charge.

### **(IV) LAYING**

Before laying of concrete, shuttering and reinforcement shall be got checked. Where inserts are to be provided, they shall be fixed properly at places shown. Concrete shall be laid on cleaned surface. Concrete shall be laid such that ingredients do not get separated and on segregation of concrete is caused. Concrete shall be consolidated properly with vibrators or other approved method according to the requirement of jobs. Joints in concrete shall be left as shown or as directed by Engineer-in-charge. Where concrete is to be place from height, necessary chute shall be provided.

### **(V) CURING**

Concrete work shall be cured for minimum period of 15 days. Horizontal surface shall be cured by ponding and vertical surface shall be kept wet by tying gunny cloth or gunny bags and keeping them wet by spraying or sprinkling water. Where structure is at higher-level contractor shall arrange for pumping arrangement for water. Watertight sump may be prepared on site or storing of water for curing and other uses.

Curing is important for gaining strength of cement structure. Hence full proof arrangement is required to be made. If curing is found sufficient, the same shall be arranged by department as risk and cost of contractor and charges as per rules shall be recovered from contractor's bills.

### **(IV) FINISHING**

Concrete work where specified in item as exposed surface shall be plastered 12mm thick in CM 1:3 as per specifications of plastering item. Any finishing required to make surface in level of flush to adjoining surface shall be made by contractor with mortar specified portion of concrete. Cement required to plastering of finishing shall be drawn

separately. In plastering of slab bottom, chhajahs etc. wherever patta, groove, bend etc. are shown same shall be executed in this item without any extra cost. Where slopes are to be given for drainage and are not provided properly will have to be done without any extra cost. Edges of beam, pillars, etc. where chamfering is shown or instructed shall be done without extra cost.

If concrete surface is found honey combed and same is rejected by Superintending Engineer, it shall have to be dismantled and re-casted by contractor without any extra cost at his risk and cost.

**(VII) SHUTTERING:**

The formwork shall be rigid, sufficiently strong and well anchored to bear the load, which it has to take without any distortion. It shall be backed sufficient so as not to budge or twist. Form work shall be of steel plates or plywood. Where exposed surface is desired, plywood shuttering will have to be provided. All surface coming in contact with concrete shall be applied with shuttering oil after cleaning properly. Props supporting from work shall rest on pucca platform. Adjustment of height shall be done with wooden wedges. Spacing of props shall be as instructed by Engineer-in-charge of work.

Form work shall be got checked from the Superintending Engineer or his authorized agent and on clearance only, further work should be done. Necessary opening, in form work, for providing hooks, kada or other inserts will have to be made by contractor, as instructed, without any extra cost.

Removal of form work shall be carried out slowly and at the specified period as under. In case it is ordered to contractor to keep for more period, considering quality of cement or other factors, same will have to be done by contractor. Minimum period of deshuttering shall be as under.

1. Vertical surface 24 hours.
2. Slab up to 4.5M span 8 days
3. More than 4.5M span 14 days
4. Beam soffits (bottom) 20 days

Removal of shuttering shall be done only on getting clearance from Ex. Engr. in charge of work.

Various IS. Specifications for scaffolding materials and code of practice shall be followed.

**(D) DETAILED SPECIFICATION – CENTERING & FORM WORK:**

(A) Providing form work of ordinary timber planking so as to give a rough finish including centering shuttering, strutting and propping etc height of propping and centering below supporting floor to ceiling not exceeding 4 m and removal of the same for in site reinforced concrete and plain concrete work in foundations. Footing, bases of columns, and mass concrete.

1.0 Materials. The shuttering to be provided shall be of ordinary timber planks and shall conform to M-26.1.1. The dimensions of scantlings and battens shall conform to the design. The strength of the wood shall not be less than that assumed in the design.

Workmanship 2.1. The form work shall conform to the shape lines and dimension as shown on the plans and be so constructed as to remain sufficiently rigid during the placing and compacting of the concrete. Adequate arrangement shall be made by the contractor to safe guard

against any settlement of the form work during the course of concreting and after concreting. The form work of shuttering, centering, scaffolding bracing etc shall be as per design.

Cleaning & Treatment of forms: 2.2.1. All rubbish, particularly chippings shaving and saw dust shall be removed from interior of the form before the concrete is placed and the form work in contact with concrete shall be cleaned and thoroughly waited or traced. The surface shall be then coated with soap solution applied before concreting is done. Soap solution for the purpose shall be prepared by dissolving yellow soap in water to get consistency of paint. Alternatively a coat of raw linseed oil or form oil of approved manufacture may be applied in case steel shuttering is used. So solution of raw linseed oil shall be applied after thoroughly cleaning the surface. Care shall be taken that the coating does not get on construction joint surface and reinforcement bars.

Stripping time: 2.3.1. In normal circumstances and where ordinary cement is used forms may be struck after expiry of

Following periods:

(a) Sites of walls columns and vertical faces of beam 24 to 48 hours.

(b) Beam soffits (Props left under) 7 days.

© Removal of props slabs.

(i) Slabs panning up to 4.5 – 7 days (ii) Spanning over 4. M. – 14 days.

(d) Removal of props to beams and Arches.

I -spanning up to 6 M -14 days. II- spanning over 6 Mtrs. -21 days.

2.4 Procedure when removing the form work:

All the formwork shall be removed without check & without vibration may damage concrete surface.

Before removing formwork it is to be ensured that concrete is hardened sufficiently.

2.5 CENTERING: I -centering to be provided shall be got approved. It shall be sufficiently strong to ensure absolute

Sturdiness of the formwork and concrete work before, during and after pouring concrete. Watch should be kept to see that behavior of centering and formwork is satisfactory during concreting. Erection should be also such that it would allow removal of forms in proper sequence without damaging either the concrete or the forms to be removed.

II – The preps of centering shall be provided on firm foundation or base of sufficient strength to carry the loads without any settlement.

III- The centering and formwork shall be inspected & approved by the EIC (Engineer -in-Charge) before concreting .But this shall not relieve contractor of his responsibility of strength, adequacy and safety of formwork and centering. If there is a failure of formwork or centering contractor shall be responsible for damage to the work, injury to life and damage to property.



**2.6 SCAFFOLDING:-** All scaffolding, hoisting arrangements and ladders required for the facilitating concreting shall be provided and removed on completion of work by contractor at his own cost. All scaffolding, hoisting arrangements and ladders should be strong enough to withstand all live load, dead load and impact load expected to act and shall be subject to the approval of the Engineer -in-Charge. However contractor shall be solely responsible for the safety of scaffolding, hoisting arrangements and ladders, work and Workman etc.

2- - All scaffolding, hoisting arrangements and ladders shall allow easy approach to the work spot and afford easy inspection.

3-The rate is applicable to all condition of working and for up to any height. The rate shall include cost of materials and labour for various operations involved such as;

(a) Splayed edges, notching, allowance for overlaps and passing at angles, battens centering, shuttering, strutting, propping, bolting, nailing, wedging, casing, striking and removal.

(b) Filleting to form step chamfered edges or splayed external angles not exceeding 20 mm width to beams, column and the like.

(c) Temporary openings in the forms for pouring concrete, if required, removing rubbish etc.

(d) Dressing with oil to prevent adhesion of concrete with shuttering and,

(e) Ranking or circular cutting.

**2.7 Re-Use:** 2.7.1 Before-re-use all forms shall be inspected by Engineer-in-charge and their suitability ascertained. The forms shall be scarred, cleaned, and joints gone er. Repaired where required. Inside surface shall be referred to prevent adhesive of concrete.

**3.0 Mode of measurements & Payment:**3.1 Form work shall be measured as the area in square meters of shuttering in contract with concrete except in the case of inclined member and portion of curved profile and upper side in which case only area of underside shall be measured for payment.

3.4 From work to secondary beams shall be measured up to the sales of main beams but no deduction shall be made from the work of the main beam at the inter section No. deduction shall be made from the foam work of a column at intersection of beams.The rate is for the completed item.

3..5 The rate shall be for a unit of one Sq. meter.

3.6 Extra for providing form work of ordinary timber planking so as to give a rough finish including centering, shuttering, strutting and propping etc. height of prepping and centering below supporting floor to ceiling in between 4 m. to 5 m. and removal of the same of in situ reinforcement of plain concrete work in foundation, footings, base of columns etc. and mass concrete.

3.7 Materials & Workmanship: 1.4 The relevant specifications of item No. 9.1 (A) shall be followed except that the height of propping and centering below supporting floors, ceiling exceeding 4 m. but not exceeding 5 m.

**(VIII) MEASUREMENT & PAYMENTS:**

Unless otherwise specified separately, item of concrete work shall be inclusive of shuttering work required for the same with scaffolding, ladders etc., No separate payment should be made for keeping holes, pockets, keeping inserts in position etc.

Payment of concrete work shall be made on Cu. Mt. basis. No deduction will be made for reinforcements, opening of less than 1/20 Sq. Mt. in area where measurement is in sq.m. And 1/150 CU.M. where concrete is to be measured in CU. M.

Rate quoted for the item shall be inclusive of all materials, ingredients, labour, mixer & other machinery, shuttering, scaffolding, laying in position and fixing of all inserts curing other requirements for the complete execution of item.

**(E) GRILL / FABRICATION / RAILING**

**General**

All workmanship and finish shall be of first class quality, in all respects and shall conform to the best accepted standards of practice. Finish surface should not have any defect. The greatest accuracy shall be observed to see that all parts properly fit with each other on erection.

Before cutting & fabrication work is taken up, it is necessary, to see that if any twisting, bending etc. is there, the same is removed and made straight or in plane. The process to be adopted shall be such that original material is not injured.

Members shall be fabricated on site or in workshop, as approved, by Engineer in charge. Allowance for camber shall be made in case of truss etc. similarly in tension member and compression members. IS standards shall be followed. Based on design and/or detailed drawings, cutting schedule with no. of members shall be prepared and got approved from competent authority. Shearing machine or gas cutting may be adopted as approved.

All holes to be drilled shall be marked on members and drilled after proper checking. If necessary, a template shall be made for this. All holes shall be perpendicular to the face of the member and 1/6" larger than the nominal size of rivet or bolt. All holes shall be so drilled and reamed that more than 85% of continuous holes in any group in same plane shall not show any offset greater than 1/32" between adjacent

thicknesses of metal. Burns, resulting from reaming or drilling, shall be removed with a tool making 1/16" bored.

All welding shall be done with electric arc method. Welding electrodes shall be heavily coated type designed for all position. The size, type and manufacturer of electrodes shall be subject to approval of Engineer. Electrodes and welding work shall be as per I. S. standards.

The entire cutting and needed surface shall be properly grinded with electric grinder. Fabricated members shall be joined either by welding or by rivets or nut & bolt arrangement as specified or shown on drawing or instructed. One assembled shall be got approved for alignment, riveting, welding etc. For bolted joints necessary washers shall be provided as shown in the drawing or as instructed on site.

Fabricated structure shall be given one shop coat of red oxide. Erection of the structure shall be done by approved method. Care shall be taken during erection so that no accident occurs. All the workers shall be provided with safety belts, helmets etc, during working.

Care shall be taken to see that no damage is done to the members during transportation of fabricated/assembled structure. Contractor shall provide necessary derricks, gantry, scaffolding and staging, inflammable etc. for erection work; No. gas cutting shall be allowed for the widening of holes when it is not matching. It shall be drilled. After erection of structure one more coat of red oxide and 2 coats of approved oil painting should be provided to the structure. Paint to be applied shall be got approved for brand, quality, tint etc. If desired test shall have to be carried out for welded joints. IS 816 shall be followed for general construction in mild steel. Bolts shall be confirm to IS 1363 & IS 1364. Electrode shall confirm to IS 814. Over laps, etc.

**(F) GENERAL SPECIFICATION FOR ENTIRE FABRICATION WORK OF THIS TENDER:**

All workmanship and finish shall be of first class quality, in all respects and shall confirm to the best accepted standards of practice. Finish surface should not have any defect. The greatest accuracy shall be observed to see that all parts properly fit with each other on erection.

Before cutting & fabrication work is taken up, it is necessary, to see that if any twisting, bending etc. is there, the same is removed and made straight or in plane. The process to be adopted shall be such that original material is not injured.

Members shall be fabricated on site or in workshop, as approved, by Engineer in charge. Allowance for camber shall be made in case of truss etc. similarly in tension member and compression members. IS standards shall be followed. Based on design and/or detailed drawings, cutting schedule with no. of members shall be prepared and got approved from competent authority. Shearing machine or gas cutting may be adopted as approved.

All holes to be drilled shall be marked on members and drilled after proper checking. If necessary, a template shall be made for this. All holes shall be perpendicular to the face of the member and 1/6" larger than the nominal size of rivet or bolt. All holes shall be so drilled and reamed that more than 85% of continuous holes in any group in same plane shall not show any offset greater than 1/32" between adjacent

thickness of metal. Burns, resulting from reaming or drilling, shall be removed with a tool making 1/16" bored.

All welding shall be done with electric arc method. Welding electrodes shall be heavily coated type designed for all position. The size, type and manufacturer of electrodes shall be subject to approval of Engineer. Electrodes and welding work shall be as per I. S. standards.

The entire cutting and needed surface shall be properly grinded with electric grinder. Fabricated members shall be joined either by welding or by rivets or nut & bolt arrangement as specified or shown on drawing or instructed. One assembled shall be got approved for alignment, riveting, welding etc. For bolted joints necessary washers shall be provided as shown in the drawing or as instructed on site.

Fabricated structure shall be given one shop coat of red oxide. Erection of the structure shall be done by approved method. Care shall be taken during erection so that no accident occurs. All the workers shall be provided with safety belts, helmets etc, during working.

Care shall be taken to see that no damage is done to the members during transportation of fabricated/assembled structure. Contractor shall provide necessary derricks, gantry, scaffolding and staging, inflammable etc. for erection work; No. gas cutting shall be allowed for the widening of holes when it is not matching. It shall be drilled.

After erection of structure one more coat of red oxide and 2 coats of approved oil painting should be provided to the structure. Paint to be applied shall be got approved for brand, quality, tint etc.

If desired test shall have to be carried out for welded joints, IS 816 shall be followed for general construction in mild steel. Bolts shall be confirm to IS 1363 & IS 1364. Electrodes shall confirm to IS 814.

#### **(G) 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 to as per IS: 8112 and of approved brand by PGVCL
- 2). Contractor has to construct pucca go-down at site of work so that cement bags can be properly preserved to avoid damage due to any kind of water etc. PGVCL will nor responsible for any damage .loss or theft of the same.
- 3). Contractor has to bring sufficient of 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). To bring sufficient and timely cement at site is full 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. In case of not submitting the same, bill will not be passed. Party has to submit the copy of cement/purchase bill along with each RA Bill/Final Bill.
- 7). No negative variation will be allowed for consumption in cement then prescribed as per booklet of technical specification of Company 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 company'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 day-to-day cement consumption / balance account at site.
- 11). As far as possible contractor has to maintain supply of cement of only approved brand and grade throughout the work.
- 12). Minimum cement consumption per cubic meter of cement concrete having grade of M-15/M- 20/M-25 should be 312 Kgs/397-Kgs/547Kgs 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.

**(H) APPROVED NAME OF MANUFACTURERS: ALLOWING TO USE STEEL / CEMENT  
BEING SUPPLIED BY CONTRACTORS IN CIVIL WORKS:**

The list of adopting cement and steel of companies / suppliers / manufacturers are shown below:  
Following companies / brands are approved for providing and supplying the cement and steel to be used in concerned tender works where the contractor has to bring the same at his own cost.

***(A) Name of Manufacturer of Cement***

1. Gujarat Ambuja Cement Co. Ltd.
2. Saurashtra Cement & Chemicals.
3. J.K.Cement
4. L & T Cement (Ultratech)
5. Shri Digvijaya Cement Co. Ltd.
6. Binani Cement
7. Sanghi Cement

***(B) Names of Manufacturer / Supplier of structural Steel / Coils / Bars etc.for the structural / Pipes / reinforcement etc.***

1. Steel Authority of India
2. Tata Iron & Steel Co. Ltd.
3. Jindal
4. Lloyds
5. Essar Steel Ltd.
6. Sanghi TMT Steel – 8 mm to 16 mm dia. Bars.

***(C) Instruction for Materials :***

1. The contractor shall submit details of cement & steel along with challan and bill of supplier.
- 2.Cement and steel and all materials should be brought at site as approved by Engineer In Charge o

**Superintending Engineer  
PGVCL, Circle Office, Amreli**

I/We accept the above conditions...

Contractor's Representative legible signature: \_\_\_\_\_

Name of the person: \_\_\_\_\_

Seal of the company

Date & place: \_\_\_\_\_

**PASCHIM GUJARAT VIJ CO. LTD.**  
**APPENDIX –I**  
**TENDERER'S EXPERIENCE**

**IT IS MENDEATORY TO FILL UP ALL ANNEXTURE I to IV .BY ALL TENDERER**

A List of Similar jobs executed by the Contractor & Name with address of a Person whom reference can be made, by the PGVCL, if required necessary.  
[Tenderer shall submit the information in the Format detailed here under]

<b>Sr. No</b>	<b>Name &amp; Description of Work</b>	<b>Value Of Work Executed Rs. Ps.</b>	<b>Construction Period as per Contract</b>	<b>Actual Construction Period for the Completion of the work</b>	<b>Date Of Completion</b>	<b>Client</b>	<b>Persons to whom Reference may be made</b>	<b>Principal Features</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>

Contractor's Representative legible signature: \_\_\_\_\_

Name of the person: \_\_\_\_\_

Seal of the company.

**PASCHIM GUJARAT VIJ CO. LTD.**  
**APPENDIX – II**  
**WORKS TENDERED / IN HAND**

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

Sr. No	Name of Work with its Location & Address	<u>Work in hand</u>			<u>Work tendered for</u>			Remarks
		Tender Cost	Cost of Remaining work	Anticipated Date of Completion	Estimated Cost	Date when decisions Expected	Stipulated Date or period Of Completion	
1	2	3	4	5	6	7	8	9

Contractor's Representative legible signature: \_\_\_\_\_

Name of the person: \_\_\_\_\_

Seal of the company Date & place:



**PASCHIM GUJARAT VIJ CO. LTD.**

**APPENDIX-III**

**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]

<b>Sr. N o</b>	<b>Description &amp; Details of position</b>	<b>Name</b>	<b>Qualification</b>	<b>Professional Experience &amp; details of works carried out</b>	<b>Remarks</b>
1	2	3	4	5	6

Contractor's Representative legible signature: \_\_\_\_\_

Name of the person: \_\_\_\_\_

Seal of the company

Date & place: \_\_\_\_\_

**PASCHIM GUJARAT VIJ CO. LTD.**

**APPENDIX-IV**

**PERFORMA SHOWING THE DETAILS OF SITE VISIT DONE BY AGENCY BEFORE QUOTING THE TENDER.**

[Tenderer shall submit in the Format detailed here under]

<b>Sr. No.</b>	<b>Name of firm</b>	<b>Name of authorized representative of firm who has visited the site.</b>	<b>Qualification</b>	<b>Designation / post holding in company.</b>	<b>Remarks.</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>

Contractor's Representative legible signature: \_\_\_\_\_

Name of the person: \_\_\_\_\_

Seal of the company

**Dated Signature of contractor  
(With rubber stamp/seal of the company)**

**Superintending Engineer  
Paschim Gujarat Vij Co, Ltd, Amreli**