



सरदार वल्लभभाई राष्ट्रीय प्रौद्योगिकी संस्थान, सुरत  
Sardar Vallabhbhai National Institute of Technology, Surat



## ESTATE SECTION

### PERCENTAGE RATE TENDER PAPER



**TENDER: 4**

### TECHNICAL BID

<b>Name of work</b>	:	Repairing Water Proofing of terrace in Nehru Bhavan at SVNIT, Surat.
<b>Name of Contractor</b>	:	
<b>Tender Fee</b>	:	₹.500=00
<b>Class of Registration</b>	:	E1 – Class & Above
<b>Issue of tender</b>	:	29/11/2018 to 20/12/2018.
<b>Receipt of tender</b>	:	26/12/2018 upto 5:00 p.m.

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The Director, S. V. National Institute of Technology, Ichchhanath, Surat – 395 007.

☎ 91- 0261- 2259571, 2259582-84

**Name of Work :** Repairing Water Proofing of terrace in Nehru Bhavan at SVNIT, Surat.

## I N D E X

This tender documents contains 49 pages.

<b>CONTAINS</b>	<b>PAGE NO.</b>
<b>Technical Bid</b>	
A. Tender notice	3
B. Tender Copy	4
C. Check list of documents to accompany the tender	5
D. Detailed Tender Notice/ Instruction to Bidders	6 – 10
E. Memorandum of work	11 – 14
F. General Condition	15 – 17
G. General Rules & Directions for the Guidance of the Contractors.	18 – 22
H. Conditions of Contract	23 – 38
I. General Technical Specification for Building Works	39 – 40
J. Specification booklet for building work (contains pages 1 to 191)	41 – 42
K. Schedule of makes of various materials	43 – 44
L. Material Testing Schedule	45
M. Guarantee Bond	46 – 48
N. Declaration Form	49
 <b>Price Bid</b>	
Schedule –B	1 – 5



**SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY,  
ICHCHHANATH, SURAT- 395 007  
Ph. 91- 0261- 2259571, 2259582-84**

**TENDER NOTICE**

Sealed tenders in two bids (technical bid and price bid) are invited from Registered Contractors in various categories engaged in PWD/CPWD/MES/Municipal Corporation/Semi Government Organization for the following :

Sr. No.	Name of Work	Estimated Cost (in Rupees)	E.M.D. (in Rupees)	Tender Fee (in Rupees)	Class of Registration	Time limit
1.	Terrace Water Proofing and China Mosaic work at Training & Placement Section, SVNIT Campus, Surat.	9,84,500/-	19,700/-	500/-	E2 – Class & Above	2 Months
2.	Replacement of Damaged Windows at Bhabha Bhavan in SVNIT, Surat.	17,11,380/-	34,300/-	500/-	E1 – Class & Above	3 Months
3.	Construction of two Volleyball Courts at Student Activity Centre in SVNIT, Surat.	19,03,310/-	38,100/-	500/-	E1 – Class & Above	3 Months
4.	Repairing Water Proofing of terrace in Nehru Bhavan at SVNIT, Surat.	29,87,350/-	59,800/-	500/-	E1 – Class & Above	4 Months
5.	Removing and Reconstructing Compound Wall with Fixing Concertina Coil Fencing Behind Gajjar Bhavan and Tagore Bhavan and Near Sub Station-2 in SVNIT, Surat.	16,04,370/-	32,100/-	500/-	E1 – Class & Above	3 Month
6.	Providing and Fixing Mosquito Net in Gajjar Bhavan (Hostel-4) at SVNIT, Surat.	6,77,470/-	13,550/-	500/-	E2 – Class & Above	3 Months
7.	Cleaning the Over Head PVC / RCC Water Tank at SVNIT Campus, Surat.	13,33,400/-	26,700/-	500/-	-	12 Months

1. For the above work, the necessary blank tender copy must be obtained from the Institute web site <http://www.svnit.ac.in> during **29/11/2018 to 20/12/2018**. The said tender dully filled shall be submitted on or before **26/12/2018** {during office hours by **RPAD / Speed Post** only) along with necessary documents D.D. of tender fee and EMD. Any amendments/corrigendum would be hosted on web site only. The submission of tender through **Hand Delivery / Courier** shall not be accepted.
2. The technical bid may be opened on **31/12/2018** at 3:00 p.m. in presence of the contractors, who have submitted the tenders. If possible, the price bid may be opened after scrutiny of technical bid i.e. on **04/01/2019**.
3. The EMD is to be accepted in the form of Banker's cheque, Demand Draft of Nationalized Bank in favour of the DIRECTOR SVNIT MHRD FUND valid for a stipulated validity period.
4. All rights are reserved by the Director to reject any tenders or all without specifying the reasons.

**DIRECTOR**

**SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY,**  
**SURAT-395 007.**

**B. TENDER COPY**

1. Name of Work : Repairing Water Proofing of terrace in Nehru Bhavan at SVNIT, Surat.
2. Estimated Cost : ₹.29,87,350/-
3. E. M. Deposit : ₹.59,800/-
4. Last Date of Issue of Tender : 20/12/2018
5. Last Date of Receipt of Sealed Tender : 26/12/2018 upto 5:00 p.m. in Administrative Building
6. Date of Opening the Tender : **(i) Technical Bid** : 31/12/2018 at 3:00 p.m. in Office of Dean, Planning & Development, Estate Section.  
**(ii) Price Bid** : 04/01/2019 at 3:00 p.m. in Office of Dean, Planning & Development, Estate Section.
7. Security Deposit : 10% i.e. ₹.2,98,800/- on Estimated Amount.  
(i) 5% of the S.D. i.e. ₹.1,49,400/- by Cash, Banker's cheque, Demand Draft of Nationalized Bank in favour of DIRECTOR SVNIT MHRD FUND.  
(ii) Remaining 5% shall be deducted from the Running bills.
8. Time Limit : 4 Months.
10. An agreement shall be executed on Sixty Rupees stamp paper as per prevailing rules and regulations at the cost of the contractor after giving work order for starting the work.
11. PLEASE NOTE THAT THE NEGOTIATION IF NECESSARY FOR THIS TENDER IS ALSO ON THE SAME DAY. HENCE YOU ARE REQUESTED TO REMAIN PRESENT ON 04/01/2019 AT 3:00 P.M. IN OFFICE OF DEAN, PLANNING & DEVELOPMENT, ESTATE SECTION.
12. E.M.D./S.D. shall be paid in "Account Section" on working days between 10.00 a.m. to 3.00 p.m. hours which may please be noted.

SIGNATURE OF THE CONTRACTOR:

DATE:

ISSUED TO: M/S \_\_\_\_\_  
\_\_\_\_\_

**Dean**  
**Planning & Development**

**C. Check list of documents to accompany the tender and for general information of Contractor for Submission of Tender**

Sr. No	Brief details of documents required	Whether enclosed or not
(A)	Contractor must submit the following documents (In Envelope No.A, Technical Bid) duly attested by Gazetted Officer / Notary valid on the date fixed for the receipt of tender.	
1.	Attested copy of the valid registration certificate of CPWD/ PWD/MES/ MJP/Railways/ P&T for civil as well as Electrical works (if required).	Yes/ No
2.	Bank solvency certificate of Nationalized Bank/ Scheduled Bank	Yes/ No
3.	Attested copy of the valid registration <b>certificate of GST.</b>	Yes/ No
4.	Earnest Money in the form of Banker's cheque, Demand Draft of Nationalized Bank infavour of the DIRECTOR SVNIT MHRD FUND valid for a stipulated period.	Yes/ No
5.	Attested copy of partnership deed/memorandum and articles of association, as the case may be, if the tenderer is a partnership firm.	Yes/ No
6.	Power of attorney on behalf of firm issued in the name of person/s authorized to sign agreements/bills etc. and collect cheques from SVNIT for the work done.	Yes/ No
7.	Attested copy of registration for Employees' <b>Provident Funds</b> and Miscellaneous Provisions Act, 1952.	Yes/ No
8.	Details of Similar three Works/ Projects (Civil works) completed 40% of work put to tender over last seven years or details of two similar work of 60% of work put to tender or Details of one similar project completed costing not less than 80% of cost put to tender in Government/ Semi Government/ Large Corporate entity with work completion certificate ( <b>ANNEXURE – I</b> ).	Yes/ No
9.	<b>For Subletted Work</b>	
(a)	For Government / Semi Government subletted work carried out by contractor only 50% of such work will be considered for their experience, if prior permission is obtained from competent authorities for subletting such work. Private subletted work will not be considered for their experience.	Yes/ No
(b)	TDS Certificate & CA Report must be attached.	Yes/ No
(B)	The following documents should be submitted separate (In Envelope No.B, Price Bid)	
1.	Schedule – B	

**Note :**

1. **The information and documents must be attached in chronological order i.e. Sr. No.1 to 8 in Envelope No.A, Technical Bid.**
2. **Non disclosure of any documents stated above i.e. Sr. No. 1 to 8 shall be liable for rejection without assigning any reason thereof.**
3. **The second envelope clearly marked "Envelope B (Price Bid)" shall contain only the main tender. A tender submitted without this would be considered as invalid.**
4. **Contractor must sign each and every page of all the document before submitting the tender document.**

**Signature of Contractor**

**Director  
SVNIT, Surat**

## SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY, SURAT

### D. DETAILED TENDER NOTICE/ INSTRUCTION TO BIDDERS

Sealed Tenders for work of **Repairing Water Proofing of terrace in Nehru Bhavan at SVNIT, Surat** in B-1 form are invited by the DIRECTOR, SVNIT, SURAT from the Registered Contractors of eligible class of the State PWD/CPWD/MES/MJP/RAILWAYS/P&T, for the work as per statement on Page No.3 estimated cost noted against the work. The Tenders which would be in sealed covers addressed to the Director, SVNIT, Surat with the name of work written at the top of the envelope will be received on **26/12/2018 up to 5:00 p.m. (IST)** in the office of the Director, SVNIT, Surat and technical bid will be opened on **31/12/2018**, if possible, in the presence of Tenderers or their authorized agents who may choose to be present. The price bid of qualified tenders may be opened on **04/01/2019**.

### TENDER PROCEDURE:

#### 1.1 Manner of Submission of Tender :

**Tender to be submitted in two separate sealed envelopes.**

The Tenderer shall submit the tender and documents in **two sealed envelopes** as below.

#### 1.2 Envelope A (Technical Bid):

The first envelope clearly marked, as “**Envelope A (Technical Bid)**” shall contain the following documents.

- 1) Certificate as registered contractor with the State PWD/CPWD/MES/ Municipal Corporation/ Semi Government Organisation as may be applicable for civil as well as Electrical work.
- 2) Bank solvency certificate of Nationalized Bank/ Scheduled Bank
- 3) Banker's cheque, Demand Draft of Nationalized/ Scheduled Bank for the amount of earnest money.
- 4) Attested copy of partnership deed/ memorandum and articles of association, as the case may be, if the tenderer is a partnership firm.
- 5) Power of attorney on behalf of firm issued in the name of person/s authorized to sign agreements/bills etc. and collect cheques from SVNIT for the work done.
- 6) Attested copy of registration for Employees' Provident Funds and Miscellaneous Provisions Act, 1952.
- 7) Details of Similar three Works/ Projects (Civil works) completed 40% of work put to tender over last seven years or details of two similar work of 60% of work put to tender or Details of one similar electrical project completed costing not less than 80% of cost put to tender in Government/ Semi Government/ Large Corporate entity with work completion certificate (**ANNEXURE – I**)
- 8) Attested copy of the **valid registration certificate of GST**.
- 9) No joint venture shall be allowed.

### 1.3 Envelope B (Price Bid) Tender:

The second envelope clearly marked “**Envelope B (Price Bid)**” shall contain only the main tender. A tender submitted without this would be considered as invalid.

### 1.4 Submission of Tender:

The tender shall put in one common cover and sealed. This sealed cover shall be marked on the left hand top corner ‘Tender for the work of **Repairing Water Proofing of terrace in Nehru Bhavan at SVNIT, Surat**. The full name and address of the tenderer shall be written on the bottom left hand corner. If submitted by post, the sealed envelope marks as above shall be enclosed in another cover properly addressed and shall be sent by Registered Post or Speed post only. The submission of tender through courier is not allowed.

The date and time for receipt of Envelope containing tender shall strictly apply in all cases. The tenderers should ensure that the office of the Director receives their tender before the expiry of the date and time. No delay on account of any cause will be entertained for the late receipt of the tender. Tender offered or received after the date and time is over, will either not be accepted or if inadvertently accepted, will not be opened and shall be returned to the tenderers unopened.

All the tenders must be attached with the documents as requirement as stated in Check list of documents.

### 1.5 Opening of tenders:

The bid should be opened on 31/12/2018 at 3:00 p.m. in the presence of contractors, who have submitted the tenders.

#### 2) Earnest Money:

As per the enclosed statement Earnest money should be paid in the form of cash, Banker's cheque, Demand Draft in the name of the DIRECTOR SVNIT MHRD FUND from Nationalised/ Scheduled bank, described as earnest money of the tender to the above work and the receipted challan should be enclosed with the tender. The Earnest money will be refunded in case the tenders are not accepted. In case of successful tenderer, the Earnest money will be refunded after recovering initial **security deposit** and completion of contract documents by the Tenderer. The amount of Earnest Money will be forfeited by SVNIT in case the successful contractor does not pay the amount of initial **security deposit** within the specified time limit.

#### 3) Security Deposit:

The Security Deposit for the due performance of the contract shall be detailed in the enclosed statement. Total 50% of the Security Deposit will have to be deposited within ten days of the acceptance of the tender and the remaining 50% will be recovered from running bills at the rate as specified in the tender form.

#### 4) Issue of forms:

Information regarding contract as well as blank tender form can be obtained on payment of cost as detailed with enclosed statement from office of the Superintending Engineer, SVNIT, Surat during office hours on working days. On application, for blank tender forms, the contractor shall attach a copy of requisite certificates mentioned in the advertisement and registration as a proof of his being a registered contractor of appropriate class valid on the date of tender without which the tender document will not be issued.

- 5) **Time Limit:**  
The work is to be completed within the time limit as specified in the enclosed statement, which shall be reckoned from the date of written order commencing the work and shall be inclusive of monsoon period.
- 6) **Tender Rate:**  
The contractor should quote the rates both in words and figures. The amount should also be worked out by him and requisite total given. No alteration in the form of tender and the schedule of tender and no additions in the scope of stipulation will be permitted. Rates quoted for the tender shall be taken as applicable to all leads, lifts and taxes. The tenders who don't fulfill all or any of the above conditions or are incomplete in any respect are liable for summery rejection.
- 7) **Tender Units:**  
The tenderers should particularly note the units mentioned in Schedule 'B' on which the rates are based. No change in the units shall be allowed. In case of difference between the rates written in figures and in words, the lower of the two will be considered as correct.
- 8) **Correction:**  
No corrections shall be made in the tender documents. Any corrections that are to be made by crossing the incorrect portion and writing the correct portions above shall bear the initials of tenderer.
- 9) **Tender's Acceptance:**  
Acceptance of tender will rest with the Director, SVNIT, Surat who reserves the right to reject any or all tenders without assigning any reasons. The tenderer whose tender is accepted will have to enter into a regular B-1 agreement within 10 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited by SVNIT and the offer of the tenderer shall be considered as withdrawn by him.
- 10) **Conditional Tender:**  
The tenders which do not fulfill the conditions of the notification and the general rules and directions for the guidance to contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason thereof.
- 11) **Drawing Specifications and Quarries:**
- (a) The Tenderers shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site, the conditions of rock and its joints, pattern, river, weather characteristics labour conditions and in general with all the necessary information and data pertaining to the work, before quoting prior tendering for the work.
- (b) The data whatsoever supplied by the Department alongwith the tender documents are meant to serve only as guide to the tenderers while tendering and the Department accepts no responsibility whatsoever either for the accuracy of data or their comprehensiveness.



- 12) **Power of Attorney:**  
If the tenders are firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the Power of Attorney authorizing him to conduct all transactions on behalf of the body, along with the tender.
- 13) The tenderer may in the forwarding letter mention any points he may wish to make clear but right is reserved to reject the same or the whole of the tenders if the same become conditional tender thereby.
- 14) The contractor or the firm tendering for the work shall inform SVNIT if they appoint their authorized Agent on the work.
- 15) The recovery of SVNIT dues from the contractor will be effected from the payment due to the Contractor from any other SVNIT works under execution with them.
- 16) **All pages of tender documents, conditions, specifications correction slips etc. shall be initialed by the tenderer. The tender should bear full signature of tenderer, or his authorized Power of Attorney holder in case of firm.**
- 17) The income tax including surcharge @ 2.0% or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.
- 18) The successful tenderer will be required to produce to the satisfaction of the specified concerned licence authority a valid concurrent licence issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.
- 19) **Validity Period:**  
The offer shall remain open for acceptance for minimum period of **90 days** from the date fixed for opening the same and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the Director, SVNIT Surat and sent by Registered Post Acknowledgement due.
- 20) The tendered rates shall be inclusive of all taxes, rates, and cesses and shall also be inclusive of the tax leviable in respect of work contract under the Provision of **GST.**

**Signature of Contractor**

**Director  
SVNIT, Surat**

**Annexure – I**

Information regarding completed Building Works / Projects. (Civil, Plumbing, Drainage and Electrical Works) (For Civil Works)

Details of Similar three Works/ Projects (Civil works) completed 40% of work put to tender (i.e. ₹.11.95 lakh) over last seven years or details of two similar work of 60% of work put to tender (i.e. ₹.17.92 lakh) or Details of one similar civil project completed costing not less than 80% of cost put to tender (i.e. ₹.23.90 lakh) in Government/ Semi Government/ Large Corporate entity with work completion certificate

Sr. No.	Name of work	Name and address of Organisation i.e. client	Place and country	Type of Building **	No of storey	Tender cost Rs. in lacs	Final bill cost Rs. in lacs	Date of starting	Date of completion	Stipulated time of completion months	Actual time of completion	Principle features in Brief	Penalty/ Bonus if any
1	2	3	4	5	6	7	8	9	10	11	12	13	14
<b>Total ₹ ....</b>													

- Note :** 1. Original/ Attested copies of work order and completion certificate from client must have to be attached.  
 2. Non-disclosure of any information in the above prescribed ANNEXURE – I will result in disqualification of the bidder/tender.  
 \*\* A= Residential B = Office Building C = Institutional Building D = Other

**Signature of Contractor**

**SARDAR VALLABHBHAI NATIONAL INSTITUTE  
OF TECHNOLOGY, SURAT- 395 007.**

**PART - C**

**E. AGREEMENT OF WORK**

I/We hereby undertake to execute for the Sardar Vallabhbhai National Institute of Technology, Surat-7, (Here in after referred to as the Institute) **Repairing Water Proofing of terrace in Nehru Bhavan at SVNIT, Surat** specified in the under written memorandum within time specified in such Schedule-B (Memorandum showing items of works to be carried out) in accordance in all respects, with specifications designs, and terms and conditions as specified in this tender.

**: MEMORANDUM :**

1. Name of Work : Repairing Water Proofing of terrace in Nehru Bhavan at SVNIT, Surat.
2. Estimated Cost : ₹.29,87,350/-
3. Validity of tender : The tender for work shall remain open for a period of 90 days from the date of opening of the tender for this works and that the tenderer shall not be allowed to withdraws or modify the offer on his own during this period. If any tenderer withdraws or makes any modifications or additions in the terms and conditions of his tender, not acceptable to the Institute , then the Institute shall without prejudice to any right on remedy be at liberty in full the said earnest money be forfeited absolutely.
4. Security Deposit : 10% of the total of the estimated cost, of which 5% i.e. ₹.1,49,400/- is to be deposited before the commencement of the work and remaining 5% will be deducted from the R.A. bills.
5. Time Limit : 4 months from the date of issue of the work order.
6. Income Tax : Income Tax with surcharge at rate of 2.0% of the work executed will be deducted from the R.A. Bills/final bill or at the rate as per the prevailing rule of In-come Tax in force.
7. GST & any other : Inclusive
8. Registration of Provident No. : The contractor will have also responsibilities for all employees and to get registered for the provident fund No. etc., for their employees and shall furnish the details of the same if required.
9. Labour Licence : The contractor shall obtain the labour licence from the competent authority and will have to produce the copy thereof if required, and contractor is fully responsible for all labours liability upto the completion of work at SVNIT.

10. Water Charges : Institute is in a position to supply water for the construction work. The charges for the same shall be deducted from the running bills at the rate of 1% of total executed amount. The amount shall be deducted from the running/final bill, if Institute water supply is used and for this the contractor shall have to make his own necessary arrangements for all labours and materials etc. for taking connection from the supply line of the Institute. However, the contractor shall have to make his own arrangement for water if the Institute is not in a position to supply water for the construction work.
- In such case water charge of 1% of the amount of the work executed shall not be deducted from the running/final bill and no extra payment shall be made for the same to the agency.
11. Electricity Charge : Institute may supply the electricity for which 1.0% of tender cost to be recovered from the R. A. Bill / Final Bill as an electricity charge.
12. Labour Cess : As per Government rules the Institute has deduct the labour cess 1.0% of tender cost to be recovered from the R. A. Bill / Final Bill.
13. Extra Items : Extra item / Non schedule item shall have to be executed
- (i) At the rate of SOR/R.A. prepared on the basis of SOR of the year in which the item is to executed and
- (i) If such item is not available in SOR i.e. for Non-schedule item rate shall be decided on the of basis market rate analysis.
- The percentage above/below shall not be considered in any of the above case (i) or (ii)
14. Delectation and or reducing or increasing the quantity of any items : The Director is empowered to delete and or to increase the estimated quantity of any item as given in the Schedule-B to any extent irrespective of the ceiling either for saving or excess quantity compared to the quantities of such items of schedule-B during execution.

15. **The 100% amount of Security Deposit of water proofing work/ exterior paint work and Interior paint work be refunded after completion of 5 years and 3 years respectively from the date of the final bill, after checking the leakage of the roof slab, dampness/any damage, rectification etc. every year as per written guarantee given by the agency. If the agency fails to comply any complain of water proofing / exterior paint, the amount of Security Deposit will be forfeited for that no further correspondence will be entertained. If necessary, the institute may initiate the procedure for black listing the firm for taking part in any institute bid in future.**
16. The 100% Security Deposit (except water proofing / exterior paint work and Interior paint work) shall be refunded by the Institute after 12 months from the date of final bill for checking leakage of the roof slab, dampness/any damage, rectification etc. as suggested by the Dean, Planning & Development.
17. No payment shall be made for the “price-escalation” what so ever for any building materials, road materials including labour charge etc. used for the construction of above said work.
18. The final bill shall be prepared in accordance to the progress and quantum of the work done and not any specified period.
19. The payment of an advance bill/bills shall be made at the discretion of the Engineer – In – Charge of the work to facilitate the schedule of the work, however, this shall not be binding to the authority of the Institute.
20. The final bill shall be prepared after taking joint measurement by the Engineer-In-Charge of the work or his representative.
21. The final bill shall be prepared only after carrying out all the necessary addition, alteration and rectification works so as to get right to the full satisfaction of the Engineer–In–Charge of the works. If the rectification etc. is not done by the Contractor is directed by the department then the same shall be done by the department at the prevailing market rate and the expenditure incurred for such action shall be recovered from the **Security Deposit** of the contractor without giving any notice or reasons.

I/We, hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed in the tender and mentioned as above including the terms and conditions laid down in the form B-1 & B-2, of the Gujarat State Public Works Department, so far as applicable and in default thereof to forfeit and to pay to the Institute office, the sum of the money mentioned in the said condition from the **Security Deposit**. In case of any terms, conditions & specifications laid down in the above all document are contradictory, the decision of the Director in this regards shall be final and binding on me/us for which no reasons will be assigned or asked for from the Director.

In case of dispute, the decision of the Director shall be final and will be binding on me/us. This agreement is subject to Surat Jurisdiction only.

Name and Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness by : 1. \_\_\_\_\_

2. \_\_\_\_\_

Place : SURAT.

Date :

The above agreement is hereby accepted by me on behalf Sardar Vallabhbai National Institute of Technology, Surat.

Place : SURAT.

**Signature of Contractor**

**DIRECTOR  
SVNIT, Surat**

**F. GENERAL CONDITION**

***CONTRACTOR TO PLEASE READ THIS CAREFULLY***

1. The tenders received after last date of receipt will not be considered.
2. If the tender is taken in favour of the company, a power of attorney in favour of the person who may have signed the tender for the company must be accompanied with the tender.
3. Solvency certificate of a Nationalized Bank/ Schedule Bank of an amount upto 25% of the tender cost plus works on hand still to be executed will have to be produced by the contractor.
4. Voucher for earnest money must accompany the tender. Tenderer may pay earnest money in form of a crossed demand draft of a local Bank drawn in favour of the Director of SVNIT, Surat. Earnest Money by cheque shall not be accepted.
5. The contractor shall have to furnish income tax clearance certificate before his tender is accepted and intimate assessment No. and ward under which he is assessed.
6. Copies of certificate as regards previous experience, if any must accompany the tender.
7. Declaration showing all works on hand with the contractor and the value of works that remains to be executed in each case must accompany the tender.
8. **The contractor should initial all pages of Schedule 'A', Schedule 'B' & specifications, corrections, erasures & over writings.**
9. In the event of an error occurring in the amount column of the Schedule 'B' showing items of works as a result of wrong multiplication of the unit rate and quantity, the unit rate shall be regarded as firm and multiplication shall be amended on the basis of the rate.  
  
All the errors in totaling in amount column and in carrying forward as well as total shall be corrected accordingly.  
  
Any rounding of amounts against 'item or in totals' shall be ignored.
10. The tendered sum so altered shall, for the purpose of the tenders, be substituted for the sum originally tendered and considered for acceptance.
11. Right is reserved to reject any or all tender (s) without assigning any reasons thereof.
12. In respect of the tenders from the co-operative society, a solvency certificate of an amount equal to 25% of the amount of the work put to tender will have to be produced along with the tender or a certificate regarding the borrowing capacity if the society issued by the legal assistant, Directorate of Cottage Industries, will have to be produced along with the tender.
13. No payment shall be made for price escalation whatever for any building materials and the labour charges for the construction of the said work till its completion.
14. The contractor shall have to submit the report of the testing result of various building materials as per the direction of Engineer-in-charge before using such

materials. The contractor shall make a note that these instructions shall be adhered strictly to.

15. Contractor shall have to sign the cement consumption register regularly (daily) which shall be maintained by the site supervisor and inspected by the Engineer-in-charge periodically.
16. The entire work shall have to be carried out as per specifications, instructions of Engineer-in-charge and to his entire satisfaction.
17. The contractor shall have to produce the bills of various materials purchased through company's authorized distributors along with the test certificate with R.A/ Final bill.
18. The several documents forming the contract are the essential parts of the contract and requirement occurring in one is as binding as through occurring in all, they are intended to be mutually explanatory and complementary and to describe and provide for a complete work.
19. In the event of any discrepancy, the several documents forming the contract or in any document, the following order or precedence should apply:
  - a. Dimensions & quantities:
    - i. Drawings.
    - ii. Schedule – B of the tender form.
    - iii. Specifications.

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

- b. Description:
  - i. Schedule – B of the tender form.
  - ii. Drawings.
  - iii. Specifications.

In case of defective description or ambiguity, the Engineer-in-charge should issue further instructions, directions in what manner the work is to be carried out, it being understood that the best modern practice is to be followed. The contractor should forthwith comply with such instructions.

20. The acceptance of tenders will rest with competent authority (The Director) who does not bind himself to accept the lowest one and reserves the right to accept or reject any or all the tenders without giving any reasons thereof.
21. All documents, correspondence, decisions, & other matters concerning the contract shall be considered as confidential & restricted nature by the contractor and it shall not be disclosed to any un - authorised persons of any kind.
22. The contractor shall be deemed to have carefully examined the work and site conditions scheduled of specification and drawing and shall be deemed to have fully informed himself regarding the conditions. If he shall have any doubt as to the meaning on any portion of these general conditions or the special conditions of the Scope of work or the specifications or any other matter concerning the contract he shall inquire time before submitting his tender set for the particulars



there of and submit them to the Engineer in writing in order that such doubt may be removed.

23. The contractor shall submit the following reports to the Engineer-in-charge.
  - i. A daily report in forms as may be prescribed of the strength of labour both skilled and unskilled, employed by him for the works. The contractor shall increase or decrease the strength both skilled or unskilled if directed by the engineer-in-charge. The submission of such report shall not however relieve, the contractor from his responsibilities and duties regarding progress or any other obligations under the contract.
  - ii. A classified weekly return in the prescribed form of the number of persons employed on the works during the preceding week.
  - iii. A weekly medical report in the prescribed form showing the health status of the contract labours the number of persons ill and the nature of their illness.
  - iv. A report of any accident, which may have been occurred within 24 hours.
  - v. Such other as may be prescribed by the Engineer-in-charge.
24. In the event of any question arising regarding the rate for such of the extra items, rate which are not comparable for any of the tendered items, or are not covered by the SOR this shall be referred to single arbitrator who shall be appointed by the Institute. The decision of the said arbitrator shall be final, conclusive and binding on the parties as per the provision of the Indian Arbitration Act, 1940 and rules there under and any statutory modification there of shall be deemed to be applicable for this purpose. The contractor shall be governed by the law of India for the time being in force and be subject to the jurisdiction of Surat court.
25. The contractor shall indemnify Institute against all actions, suits claims and demand brought or made against the Institute in respect of any matter of thing done or omitted to be done by the contractor in the execution of or connection with the work of this contract and against any loss or damages to the Institute in consequence of any action suit being brought against the contractor for any thing done or omitted to be done in execution of the work of the contract.
26. The complete supervision and execution of the project work of Civil works/ electrical works shall be done as per the directions of Director/ Dean, Planning & Development.

**Signature of Contractor**

**DIRECTOR  
SVNIT, Surat**

**G. GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF THE CONTRACTORS.**

1. Acceptance of quotation will rest with the competent authority who does not bind himself to accept the lowest and reserves the right to reject any or all quotations/tenders and no reasons will be given for acceptance or rejection thereof. The tenderers whose quotation is accepted will have to enter into a regular contract and abide by all rules and regulations embodied in the tender.
2. The tenderers who do not fulfill all the conditions those in the printed form and are incomplete shall be rejected.
3. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the Institute for the purchase, of plant and machinery required for the execution of the work contracted for.
4. The tender will be liable to be rejected outright, if while submitting it:
  - i. The tenderer proposes any alteration in the work specified in the tender or in the time limit allowed for carrying out the work or any other condition.
  - ii. Any of the pages of the tender are removed or replaced.
  - iii. In the case of item rate tender, the rates are not entered in ink in figure and words and the total of each item and grand total are not struck by the tenderer in ink in the last column of Schedule – 'B' under his signature.
  - iv. Any errors are made by him in the tender.
  - v. All corrections and additions of pasted slips are not initialed by tenderer.
  - vi. The tender or in the case of a firm each partner thereof does not sign or the Signature/Signatures is/are not attested by a witness in the space provided for the purpose.
5. The contractors will have to construct shed for storing controlled and valuable materials issued to him under Schedule – A of the Agreement at work site having double locking arrangement. The material will be taken for use in the presence of the personnel of Estate Section of the Institute. No materials will be allowed to be removed from the site of works.
6. The contractor shall also attach list of machineries in their possession and which they propose to use for the works.
7. All octroi duty and other taxes chargeable by the Municipal Corporation shall be payable by the contractor.
8. Tender once accepted shall be binding on the contractor even if the formal agreement is not signed.
9. The successful tenderer will be required to enter into agreement with the Institute within 10 days from the date of placing firm order.
10. The contractor should take no advantage of any apparent error or commission in drawings or specifications and the Engineer-in-charge shall make such corrections and interpretations as necessary to fulfill the intent of the plans and specifications.
11. Not with standing that all proper precautions may have been taken by contractor at all the times during the progress of the work, the contract or shall be held

responsible for all damages whether to the work under execution or to any other property or to lives of persons during the progress of the work and the period of maintenance.

12. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his, behalf by a person holding a power of attorney authorising him to do so.
13. No receipts for any payment alleged to have been made by a contractor in regard to any matter to this tender shall be valid and binding on the Institute unless it is signed by the Engineer-in-charge.
14. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.
15. The measurement of work will be taken according to the usual method in use in the public works department and no proposals to adopt alternative methods will be accepted. The Engineer-in-charge decision as to what is “the usual method in use in the public works department” will be final.
16. The Insurance Company’s bond will not be accepted against the **Security Deposit**.
17. The contractor shall permit the Engineer-in-charge or his representatives to inspect the stock of the controlled materials stored by him at any time, whenever the Engineer-in-charge or his representatives so desire (s).
18. The tender for work shall remain open for a period of **90 days** from the date of opening of the tender for this works and that the tenderer shall not be allowed to withdraws or modify the offer on his own during this period. If any tenderer withdraws or makes any modifications or additions in the terms and conditions of his tender, not acceptable to the Institute , then the Institute shall without prejudice to any right on remedy be at liberty in full the said earnest money be forfeited absolutely. .
19. **Tenderer should submit True Copy of the Certificate of Registration along with the tender without which the tender will not be considered.**
20. Out of the amount payable/creditable to the contractor’s amount, the Central Govt./State Govt. Tax/Taxes shall be deducted at source in accordance with the relevant laws/rules from time to time prevailing.
21. Certificate of GST registration with residential proof should be attached with the tender document.
  - (a) All the testing and inspection of any material/ item required as per IS shall be carried out by the contract at his own cost and responsibilities. All the charges against testing and inspection shall be borne by the contractor.
22. For all R.C.C. works such as footings, columns, beams, slabs, chhajas, pardi, lintels, etc. a 15 cm x 15 cm sizes test cube as per the P.W.D. standard will have to be taken by the contractor, as per instruction and direction of the Engineer-in-charge. This set(One set means 3 cubes for 7 days and 3cubes for 28 days) of test cube will be cured for 7 days and 28 days respectively. After 7 days, 28 days this test cube will be tested in the S.V.N.I.T LABOURATORYOR Government approved laboratory as directed by engineer in charge /Dean Planning and

development/Director by the contractor at his own expense and result will be submitted to the head of the Institute.

### 23. Definitions

In framing the general conditions and contract documents the following expression shall have the meaning here in assigned to them except when the context otherwise required.

- i. This "Institute" shall mean the Sardar Vallabhbhai National Institute of Technology Surat and shall unless otherwise excluded by requirement the context Includes his successors in office and accepted assignees.
- ii. "Contractor" shall mean person or firm or company or corporation whose tender has been accepted by the Institute and includes the contractors representatives, successor and permitted assignees.
- iii. "Engineer-in-charge" shall mean the competent Engineer in charge of the work or his authorised representative who shall exercise any such authority on behalf of the Engineer as may be delegated to him from time to time by the competent Engineer.
- iv. "Specification" shall mean the specification annexed to these general conditions and the schedule thereof (if any) as laid down or implied in the contract documents,
- v. "Site" shall mean the lands and the places on, under, in or through which works are to be executed or carried out or any others and or places provided by the Institute for purpose of the contract.
- vi. "Construction plant" shall mean appliances, machinery with necessary supply to up keep and maintenance of the works or temporary works but dose not include materials or other things intended to form part of the permanent work.
- vii. "Writing" shall include any manuscript. Type written of printed statement under or over signature and/or seal as case may be.
- viii. "Tender rates" shall mean the rates entered in words or figures in the schedule of prices by the contractors and as finally accepted by the Institute.

24. The contractor shall procure at his expenses all permits and licenses and pay all charges and fees for lawful execution of the work.

25. A work order book shall be provided and maintained by the contractor on the site of work and contractor shall sign the orders given by the Institute officers and shall carry them out promptly, The order book is the property of Institute and shall remain in the custody of Institute supervisory staff on duty. The compliance shall be carried out promptly and reported to the Competent Engineer in time, so that the work can be checked.

26. No. work shall be carried out by any other method except that approved by the Engineer. The contractor may propose any new method for execution of work. Adoption of any such changes of method of execution should be passed to the Engineer-in-charge the competent Engineer may suggest suitable modification in the program and method prepared by the contractor. Adoption of any such

changes shall not entitle the contractor for claiming any extra or extension of time limit.

27. The contractor shall employ qualified Engineers and supervisors having sufficient experience of similar other jobs to assure the quality of work. The contractor shall also employ a work manager of sufficient experience and duly authorised to deal with all aspects of day-to-day work. All communications to and commitments by the work manager shall be considered binding on the contractor. The contractor shall supply to the Engineer-in-charge details of names, qualifications and experience in regard to all supervisor staff Engineer employed by the contractor and notify changes when made and satisfy the Engineer-in-charge regarding the quality and efficiency of staff thus employed.
28. The contractor will be required to provide at his own cost pumping set etc. required to keep the foundation and all other excavation clear of water as competent Engineer may consider necessary. The pumps and powers applied must be sufficient at any particular time as determined by the competent Engineer and he may stop the work altogether until he is satisfied of the requirement of the pump and power supplied by the contractor. For the purpose of keeping the excavation as dry as possible, the work of pumping if necessary be divided into section or separate portion to be determined by the competent Engineer and temporary barrier will have to be put up by the contractor. The contractor will not be paid extra for any temporary dike or sump or their removal or filling such work will not be taken in to measurement under any item or work.
29. The contractors shall carry out the shoring and strutting as required for safety of the adjoining structure at his own cost and make good any damages done to the private property. Notwithstanding that all proper precautions must have been taken by the contractor at all times during the progress of work the contractor shall be held responsible for all damages whether to the work under execution or to any other property or to lives of persons during the progress of work and the period of maintenance.
30. This Institute dose not take any responsibility for supplying materials other than those enumerated in the schedule - A of the tender and the cost of materials if any supplied by the Institute will be recovered from the contractor either in cash or from the next payment due to him or as directed by the competent Engineer.
31. In case when it become a necessary for the due fulfillment of the contract for the contractor to occupy land out side the Institute limits the contractor shall make his own arrangement with the owners and pay such rents as may mutually agreed between them. The Institute shall afford the contractor all possible assistance to enable him to obtain lands for the said purpose.
32. The contractor shall comply with all proper and legal orders and directions given from time to time by local or public authorities and shall pay of his own money the fees or changes to which he shall be liable.
33. Necessary warning signals and caution board, shall have to be provided by the contractor during day and night at his own cost during the whole of work. Necessary diversion for road traffic also shall be constructed and maintained by the contractor in satisfactory condition. Traffic signals barricades etc. should be maintained by him as required.

34. The contractor shall not interfere with the work in progress of other contractors in the vicinity or in the same section.
35. The contractor shall have to make his own arrangement for housing supplying food grains and sanitary arrangements etc. for his labour at construction site at his own expense.
36. It shall not be stacked in places where it is liable to be damaged or lossed due to traffic passing over it or places where likely to be washed away by rain or flood or to be buried under any land slide etc, or to slope down in embankment on hill side etc, No claim for any loss due to these and similar reasons will be entertained.
37. The contractors shall take all precaution against damage by floods or from accident. No compensation shall be allowed to the contractor for materials lost or damaged by floods or other causes..
38. Amount of 1/10 or more of the **Security Deposit** so decided by the Competent Engineer shall be retained towards the security against the roof Leakages in the work. The deposit shall be released after monsoon on satisfactory performance of the roof during the monsoon, other wise if the contractor does not attend the repair within 3 days of the receipt of the written notice from the competent engineer the work will be carried out by the Institute at the contractor's risk and cost using materials, labours as may be required to rectify the defects.

**Signature of Contractor**

**DIRECTOR  
SVNIT, Surat**

## H. **CONDITIONS OF CONTRACT**

### 1. **Security Deposit**

The person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignees) shall within 10 days of the receipt by him of the notification of acceptance of his tender deposit with the Institute in cash, Banker's cheque, Demand Draft in the name of the DIRECTOR SVNIT MHRD FUND from Nationalised/ Scheduled bank, of 5% of the total accepted cost as security deposit (and the remaining 5% of the accepted cost will be deducted from the RA bills) to the Director as specified in the tender.

If the amount of the security deposit to be paid within the period specified above is not paid, the tender contract already accepted shall be considered as cancelled. The security deposit lodged by contractor shall be refunded after the expiry of the Defects Liability period as mentioned in the agreement after deducting dues, if any, which become liable to be recovered from the contractor under the terms and conditions of this agreement.

### 2. **Compensation of the delay**

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through out the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation a percentage amount (shown in the table) of the tendered cost of the whole work for every day that the work remains uncommenced or unfinished after the proper days, and further to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete parts of the work during the period shown in the table.

The schedule of completion

<b>Percentage of time of the total time limit</b>	<b>Percentage of work</b>	<b>Rate of liquidated damages per day</b>
<b>Earth work</b>		
25%	16%	0.1%
50%	50%	0.1%
75%	75%	0.1%
100%	100%	0.1%
<b>Building Work</b>		
25%	10%	0.1%
50%	40%	0.1%
75%	80%	0.1%
100%	100%	0.1%
<b>Road Work</b>		
25%	25%	0.1%
50%	50%	0.1%
75%	75%	0.1%
100%	100%	0.1%

If the proportionate progress at any stage as stipulated above during the contract period is not achieved by the contractor suitable compensation for such delay in the proportionate progress may be levied for the delay in the work. However, in case the contractor speed up the work and makes good the progress, the compensation so levied for the delay may be reconsidered and may be waived partially or fully. The decision of the competent engineer for the amount of compensation for delay as well as for the consideration for reduction or waiving of the compensation shall be final, conclusive, and binding to the contractor. If the contractor shall fail to complete the work within the time prescribed for any other reasons, he shall be bound to pay liquidated damages of Rs.0.1 percentage of the contract value per day from the date of delaying the said work upto the date of completion and shall be subjected to the maximum amount of ten percentage of the estimated amount put to tender. Delays requiring payment of ten percentage-liquidated damages of the amount put to tender for performance shall be sufficient causes for termination of contract and for forfeiture of **Security Deposit**.

### **3.0 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 liable to pay compensation amounting to the whole of his **security deposit** (whether paid in one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other causes, the Director on behalf of the Institute shall have power to adopt the following courses, as he may deem best suited to the interest of the Institute .

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Director shall be conclusive evidence) and in that case the **security deposit** of the contractor shall stand forfeited and be absolutely at the disposal of the Institute .
- (b) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, 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 and conclusive) be borne & paid by the original contractor and shall be deducted from any money due to him by the Institute under the contract or otherwise from his **security deposit** or the proceeds of sale thereof, or a sufficient part thereof.
- (c) In the event of any of the above courses be adopted by the Director, the contractor shall have no claim to compensation for any loss sustained by him by reason of his 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 rescinded under provision aforesaid, the contractor shall not be entitled to recover, or be paid any sum for any work there to actually performed by him under this contract unless and until the Engineer-in-charge



shall have certified in writing the performance of such work and the amount payable to him in respect thereof, and he shall only be entitled to be paid the amount so certified.

4. **Action when the progress of any particular portion of the work is unsatisfactory**

If the progress of any particular portion of the work is unsatisfactory the Director shall (notwithstanding that the general progress of the work is satisfactory in accordance with clause 2) be entitled to take action after giving the contractor 10 day's notice in writing and contractor will have no claim for compensation for any loss sustained by him owing to such action.

5. **Extension of time**

If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, i.e. any modifications have been ordered by the Engineer-in-charge which in the opinion of the Engineer-in-charge have materially increased the magnitude of the work then such extension of the date of completion may be granted as shall appear to the Engineer to be reasonable provided moreover that the contractor shall apply in writing to the Director within 30 days from the date on which he was hindered as aforesaid on or which the cause for asking for extension occurred and the Director may, if in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Director in this matter shall be final.

If the contractor shall desire an extension of the time of completion of the work on the ground of his having unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Director before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date to which he was hindered as aforesaid or on which the cause for asking extension occurred, whichever is earlier and the Director may, if in his opinion there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Director in this matter shall be final.

In the case of delay in handing over the land required for the work due to unforeseen cause, the contractor shall not be entitled for any compensation whatsoever from the SVNIT, on the ground that the machinery or the labour was idle for certain period. Contractor may, however apply for extension of time limit which may be granted on the merit of the case.

6. **Final Certificate**

On completion of the work the contractor shall be furnished with a certificate by Engineer-in-charge of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned of the dirt from all woodwork, doors, windows, walls, floors or other parts of any building, in or upon which the work has been executed, or which he may have had possession for the purpose of executing the work.

If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or

before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor remove such scaffolding, surplus material and rubbish, and dispose off the same as he thinks fit and clean off such dirt as aforesaid; and contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**7. Payment at reduced rate**

The rates for several items of the work agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of works are not accepted at 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 running account or final bill.

- (a) A Bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-In-charge for all work executed in the previous month, and the Engineer-In-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim so far as it is admissible shall be adjusted, if possible, within 10 days from the presentation of the bill.

If the contractor does not submit the bill within time fixed as aforesaid, the Engineer-In-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-In-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

**8. Bills to be on printed forms**

The contractor shall submit all bills on the printed forms at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

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

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and in every other respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to designs, drawings and instructions in writing relating to the work as 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 on the site of the work during office hours. Future the contractor shall, if he so requires, be entitled at his own expense to make copies of the specifications and of all such designs, drawings and instruction as aforesaid.

The contractor will be entitled to receive three sets of contract drawings and working drawings as well as one certified copy to the accepted tender along with the work order free of cost.

**10. On claim to compensation on account of loss due to delay in supply of materials by the Institute**

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

- (1) Difficulties relating to the supply of railway wagons & availability of Government controlled materials.
- (2) Force Majeure.
- (3) Act of God.
- (4) Act of the Nation's enemies or any other reasonable causes beyond the control of the Institute .

In the case of such delay in the supply of materials the Institute shall grant such extension of time for the completion of the work as shall appear to the Director to be reasonable in accordance with the circumstances of the case. The decision of the Director as to the extension of time shall be accepted as final by the contractor.

**11. Protection of work**

The Contractor is to cover up and protect the works from the weather, and should suspend all 'wet' operations during weather, which, in the opinion of Engineer-in-charge will be detrimental to the work.

**12. Approval of materials**

Samples of each class of material and workmanship shall be submitted by the Contractor for the approval of Engineer-in-charge and after such approval these samples shall be deposited at any place the Engineer-in-charge may appoint and the contractor shall be required to perform all the works of this contract in accordance with the samples.

**13. Accuracy of the work**

The contractor is to set out and level the works and will be responsible for the accuracy of the same. He shall also be responsible for the correctness of the positions, levels, dimensions and alignment of all parts of the structures as shown in the drawings supplied to him. If at any time any error shall appear during the progress of any part of the work, the contractor shall at his own expense rectify such error if called upon to the satisfaction of the Engineer-in-charge.

**14. Time limit for unforeseen claims**

Under no circumstances whatsoever shall the contractor be entitled to any compensation from the Institute on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of cause of such claim occurring.

**15. 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 Engineer-in-charge 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 quality inferior to that contracted for, or otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the works, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the tender for every day not exceeding ten percents, 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 or as the case may be at the risk and expense in all respects of the contractor, should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it; shall be within his discretion to accept the same at such reduced rates along with the appropriate penalty as the Director may deem fit.

**16. Alternation in specifications and design.**

The Director/Dean, Planning & Development/Professor Incharge shall have power to make any alteration in, or addition to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the schedule of rates of P.W.D. or at the rates mutually agreed upon between the Engineer-in-charge and the contractor whichever are lower. If the additional or altered work for which no rate is entered in the schedule of rates of P.W.D. is ordered to be carried out before the rates are agreed upon then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence the work or incur any expenditure in regards thereto before the rates shall have been determined as lastly herein 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 Engineer-in-charge. In the event of a dispute, the decision of the Director will be final.

Where, however, the work shall have to be executed according to the designs; drawings 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.

**17. Extension of time in consequence of additions or alterations.**

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

**18. No compensation for alteration in or restriction of works to be carried out.**

If at any time after the execution of the contract documents, the Engineer shall for any reason whatsoever (other than default on the part of the contractor and for which SVNIT is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended or that the whole or part of the work should not be carried out at all, he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forth with suspend or stop the work wholly or in part as required, after having due regard to the appropriate state at which the work should be suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation what so ever by reason of or in pursuance of any notice as aforeside on account of any suspension, stoppage or curtailment except to the extent specified here in after.

**19. Work open to inspection :**

All works under in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work, shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing be 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.

**20. Notice to be given before works is covered up :**

The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of the measurement of any work which is to be measured. If any work is covered up or placed beyond the reach of measurement, 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 work was executed.

**21. Contractor liable for damage done to the adjacent properties**

If the contractor or his workmen or servants shall break, deface, injure or destroy any part of a building in which they may be working, or any building, road, fence enclosure or grass land or cultivated ground contiguous to the premises on which the work or any part thereof is being executed or if any damage shall be done to the work for any cause what –so ever while it is in progress or if any imperfection become apparent in it within the Defect Liability period mentioned above by Engineer-in-charge, the contractor shall make good the same at his own expense, or in default the Engineer in Charge may cause the same to be made good by other workmen and deduct the expenses (of which certificate of Engineer-in –charge shall be final) from any sum that may be due or thereafter became due to the contractor or form his **security deposit** or the proceed of sale thereof or of a sufficient portion thereof.

**22. Liability of contractor for any damage done in or outside the work area.**

Compensation for all damages done intentionally or unintentionally by contractor’s labours in the Institute property shall be estimated by the Engineer-in-charge or such other officer as he may appoint & estimates of Engineer-in-charge subject to the decision of the Director on appeal be final & the contractor shall be bound to pay the amount of the assessed compensation of demand failing which the same will be recovered from the contractor as damage from the **security deposit** or deducted by the Engineer-in-charge from any sum that may be due or become due from the Institute to the contractor under this contract or otherwise.

**23. Contractor to supply plant, scaffolding etc.**

The contractor shall supply at his own cost all materials, plants, tools, appliances implements, ladders, scaffolding etc. which may be required for the proper execution of the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials, failing this the same may be provided by the Engineer-in –charge at the expense of the contractor and the expense 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 lights required to protect the public from accident; and shall also be bound to bear the expenses of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to negligence of the above precautions, and to pay damages and costs which may be awarded in any such suit, action or proceedings, to any such person, or which may with the consent of the contractor be paid in compromising any claim by any such person.

**24. Drinking water**

The contractor shall make his own arrangement for drinking water for the labour employed by him.

**25. Work on Sundays**

No work shall be done on Sunday without the sanction in writing of the Engineer-in-charge.

**26. Contract may be rescinded and security deposit forfeited for subletting it without approval**

The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge, and if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt to do so the Engineer-in-charge may, by notice in writing, rescind the contract. Also if any bribe, gratuity gift, loan, perquisite, reward or directly advantage, shall either or indirectly be given, promised, or offered by the contractor, or any of his servants, agents to any public officer or person in the employment of the Institute in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may, by notice in writing, rescind the contract. In the event of contract being rescinded the **security deposit** of the contractor shall thereupon stand forfeited and be absolutely at the deposit of the Institute and shall not be entitled to recover or be paid for any work there to for actually performed under the contract.

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

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

**28. Works to be executed under the directions of Engineer-in-charge.**

All works to be executed under control shall be executed under the directions and subject to the approval of the Engineer-in-charge 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 the Director to be final.**

Except where otherwise specified in the contract decision of the Director shall be final conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim, right, matter, or thing whatsoever in any way arising or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work 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. Action where no specifications**

In the case of any class of work of which there are no such specifications, such work shall be carried out in accordance with the Gujarat Government P.W.D. specifications, and in event of there being no Government P.W.D. specifications, then in such case the work shall be carried out in all respects in accordance with the instructions & requirements of the Engineer-in-charge.

**31. Quarry fees & royalties**

All quarry fees and royalties shall be paid by the contractor. All octroi taxes shall also be paid by the contractor according to the Municipal rules in force at the time.

**32. Safety Code**

- A. Suitable scaffolds, of sound material, having adequate strength and in proper condition, shall be provided for workmen for all works that cannot be safely done from the ground or from solid construction, except such short period work as can be done safely from ladders. When a ladder is used, an extra labourer shall be engaged for holding the ladder, and if the ladder is used for carrying materials as well, suitable footholds and handhold shall be provided on the ladder, and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical). Scaffolds shall not be overloaded and so far as practicable, the load shall be evenly distributed, Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure Strength and stability of the scaffolds. Scaffolds shall be periodically inspected by competent person. Before allowing a scaffold to be used by his workman, The Contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations here in specified
- B. Scaffolding or staging more than 3.25 meters above the ground or solid construction, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1.00 meter high above the floor, or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure
- C. Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairways is more than 3.25 meters above ground level or solid construction, it shall be closely boarded, have adequate width and be suitably fenced, as described in 2 above.
- D. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1.00 meter
- E. Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9.00 meters in length Width between side rails in a rung ladder shall in no case be less than 30 cms. for ladders up to and including 3.00 meters in length For longer ladders, this width shall be increased at least 6 mm for each additional 30 cms. of length. Uniform step spacing shall not exceed 30 cms.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall so stacked or placed as to cause danger or inconvenience to any person or the public The Contractor shall provide all necessary fencing and lights to protect public from accidents



and shall be bound to bear expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of The Contractor, be paid to compromise any claim by any such person.

- F. Excavation and Trenching** : All trenches, 1.50 meters or more in depth, shall at all times be supplied with at least one ladder for each 30 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1.00 meter above surface of the ground. Sides of a trench, which is 1.50 meters or more in depth, shall be stepped back to give suitable slope, or securely held by timber bracing so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.50 meters of edge of trench, or half of depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining undercutting be done.
- G. Demolition** : Before any demolition work is commenced and also during the process of the work.
  - a. All roads and open areas adjacent to The Work site shall either be closed or suitably protected
  - b. No electric cable or apparatus, which is liable to be a source of danger over a cable or apparatus used by operator, shall remain electricity charged ;
  - c. All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe
- H.** All necessary personal safety equipment as considered adequate by the Site Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and The Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
  - a. Workers employed on mixing asphaltic materials, cement and lime mortars / concrete shall be provided with protective footwear and protective goggles.
  - b. Those engaged in handling any material, which is injurious to eyes, shall be provided with protective goggles.
  - c. Those engaged in welding works shall be provided with welder's protective shields.
  - d. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals
  - e. When workers are employed in sewers and manholes, which are in use, The Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

- f. The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken
  - i. No paint containing lead or lead products shall be used except in the form of paste or ready.
  - ii. Suitable face masks shall be supplied for use by workers, when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
  - iii. Overalls shall be supplied by The Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- I. When work is done near any place, where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of The Work.
- J. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following
  - a.
    - i. These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order
    - ii. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - b. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine, including any scaffold winch or give signals to operator.
  - c. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and a rear referred to above shall be plainly marked with safe working load. In case of a hoisting machine having a variable safe working load, each safe working load, and the conditions under which it is applicable, shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load, except for the purpose of testing.
  - d. In case of a departmental machine, safe working load shall be notified by The Engineer-in-charge. As regards The Contractor's machines, The Contractor shall notify safe working load of each machine to The Site Engineer, whenever he brings it to site of work and get it verified by The Site Engineer.

- K. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliances shall be provided with such means as shall reduce to the minimum risk of accidental decent of load adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats working apparel such as gloves, sleeves and boots as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- L. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed, while it is in use. Adequate washing facilities shall be provided at or near places of work.
- M. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety code shall be named therein by The Contractor.
- N. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by The Contractor shall be open to inspection by The Site Engineer or his representatives and the Inspecting Officers.
- O. Notwithstanding the above conditions 1 to 14, The Contractor is not exempted from the operation of any other Act or Rule in force.
- P. In addition to the above, The Contractor shall abide by the safety code provisions as per C.P.W.D safety code framed from time to time
- Q. The Contractor shall also arrange to obtain valid gate passes for his men and equipment from the concerned authorities of the project.
- R. No man / material / equipment not covered by valid passes, shall be permitted within the project area and no material / equipment shall be permitted to be taken out of the project area, unless the written permission of the Engineer-in-charge.
- S. When persons are employed on a roof, where there is danger of falling from a height exceeding 3.25 mts. (to be prescribed), suitable precaution shall be taken to prevent the fall of persons or material Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places
- T. The Contractor shall comply with the following regulations as regards the hoisting appliances to be used by him:
  - a. Hoisting machines and tackle, including their attachments, anchorage and supports shall :
    - i. Be of good mechanical construction, sound material and adequate strength and free from patent defect, and
    - ii. Be kept in good repair and in working order.

- b. Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- c. Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by The Engineer- in-charge.
- d. Every chain, ring, hook, shackle, swivel and pulley block, used in hoisting or lowering materials, or as a means of suspension, shall be periodically examined.
- e. Every crane driver or hoisting appliance operator shall be properly qualified.
- f. No person, who is below age of 15 years, shall be in control of any hoisting machine, including any scaffold, nor shall give signals to the operator
- g. In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block, used in hoisting or lowering or as a means or suspension, the safe working load shall be ascertained by adequate means.
- h. Every hoisting machine and all gears referred to in preceding regulation shall be plainly marked with the safe working load.
- i. In the case of hoisting machine having a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated,
- j. No part of any hoisting machine or any gear referred to in regulation 'g' above shall be loaded beyond the safe working load except for the purpose of testing,
- k. Motors, gears, transmissions, electric wiring and other dangerous parts of hoisting appliance shall be provided with sufficient safeguards
- l. Hoisting appliances shall be provided with such means as shall reduce to a minimum the risk of the accidental descent of the load.
- m. In adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.

**33. Compensation under Workmen's Compensation Act.**

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act 1923 (VIII of 1923) or any statutory modifications thereof for injuries caused to workmen.

**34. Claim for compensation due to delay in starting the work.**

No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or in the case of clearance of site or for any delay in accordance to estimate.

**35. Claim for quantities of work entered in the tender estimate.**

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

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

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

**37. Inferior quality of works**

If the work executed is found to be of inferior quality or of any substandard quality not conforming to the specifications at any point of time during the inspection of Engineer-in-charge or any Higher Authority, the contract shall be terminated without assigning any reasons thereof and no payment shall be made towards the probable damages or loss caused to the contractor and materials purchased by him for this work and no compensation whatsoever either shall be paid to the contractor by the Institute .

**38. Labours employed below 12 years old**

In continuation of clause No. 46(I), if any contractor found employing person or persons under the age of 12 years, during course of the construction at any stage, legal actions shall be taken against him as stipulated in Child Labour Prohibition & Regulation Act 1986 and also, a penalty of Rs. 20,000/- (Rupees Twenty thousand) shall be imposed which shall be deposited with District Collector in Child Labour Rehabilitation cum Welfare Fund.

**39. Electrical charges**

The contractor shall make his own arrangement at his cost for electric supply required for operating various plants and machineries required for the works and for general lighting purpose for site-office, labour colony etc. The energy bills shall also be paid by the contractor.

**40. Delay due to Natural Causes**

The contractor shall not be charged with liquidated damages and his **Security Deposit** will not be forfeited when the failure of the contractor in completion of the work due to any acceptable reasons beyond the control of the contractor and could not have been foreseen, prevented or avoided by prudent person. This includes Force Majeure, Act of God i.e. natural calamities, Act of the Nation's enemies, Act of Government, Floods, general strike, lock-outs, riot and freight embrace. The contractor shall be responsible for requesting extension of the original contract period stipulated in the tender before expiration of 30 days from the dates on which the clause for asking extension occurred which ever is earlier. The decision of the Director in this matter shall be final.

**41. Compensation under Workmen's Compensation Act.**

The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen's. If such

compensation is payable and or paid by SVNIT as principle under the subsection (i) of section 12 of the said Act on behalf of the contractor, this shall be recoverable by SVNIT from the contractor under subsection (ii) of the said section, such compensation shall be recovered in the manner laid down in clause I above.

- (A) The contractor shall be responsible for and shall pay expenses of providing Medical aid to any workmen who may suffer a bodily injury as a result of an accident, if such expenses are incurred by SVNIT the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of SVNIT from any amount due or that may become due to the contractor.
- (B) The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulation in connection therewith.
- i. The worker shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
  - ii. When work is carried on in proximity to any place where there is no risk of drowning, all necessary equipment's shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.
  - iii. Adequate provision shall be made for prompt first-aid treatment for all injuries likely to be sustained during the course of the work.

**Signature of Contractor**

**DIRECTOR  
SVNIT, Surat.**

## **I. GENERAL TECHNICAL SPECIFICATION FOR BUILDING WORKS**

1. In the specification “as directed”/”Approved” shall be taken to mean “as directed”/approved by the Engineer-in-charge.
2. Wherever a reference to any Indian Standard appears in the specifications, it shall be taken to mean as a reference to the latest edition of the same in force on the date of agreement.
3. In “Mode of Measurement” in the specification wherever a dispute arises in the absence of specification of a particular point or aspect, the provisions on these particular point or aspects in the relevant Indian Standards shall be referred to.
4. All measurements and computations, unless otherwise specified, shall be carried out nearest to the following limits :
  - i. Length, width and depth (height) ..... 0.01 Mt.
  - ii. Areas ..... 0.01 Sq. Mt.
  - iii. Cubic Contents ..... 0.01 Cu. Mt.

In recording dimensions of work.

The sequence of length, width and height (depth) or thickness shall be followed.

5. The distance, which constitutes lead, shall be determined along the shortest practical route and not necessarily the route actually taken. The decision of the Engineer-in-charge in this regard shall be taken as final.
6. Where no lead is specified, it shall mean “all leads”.
7. Lift shall be measured from plinth level.
8. Approval of the samples of various materials given by the Engineer-in-charge 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 such materials being rejected by the Engineer-in-charge.
9. The contract rate of the item of work shall be for the work completed in all respects.
10. No collection of materials shall be made before it is got approved from the Engineer-in-charge.
11. Collection of approved materials shall be done at site of work in a systematic manner. Materials shall be stored in such a manner as to prevent damage, deterioration, or intrusion of foreign matter and to ensure the preservation of their quality and fitness for the work.
12. Materials, if any when rejected by the Engineer-in-charge, shall be immediately removed from the site of work.
13. No materials shall be stored prior to, during and after execution of a structure in such a way as to cause or lead to damage on over loading of the various components of the structure.
14. All work shall be carried out in a workmanlike manner as per the best techniques for the particular item.

15. All tools, templates, machinery and equipment for correct execution of the work as well as for checking lines, levels, alignment of the works during execution shall be kept in sufficient numbers and in good working condition on the site of the work.
16. Special modes of construction not adopted in general Engineering practice, if proposed to be adopted by the Contractor, shall be considered only if the contractor provides satisfactory evidence that such special mode of construction is safe, sound and helps in speedy construction and completion of work to the required strength and quality. Acceptance of the same by the Engineer-in-charge shall not, however, absolve the contractor of the responsibility of any adverse effects and consequences of adopting the same in the course of execution of completion of the work.
17. 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.
18. The contractor shall be responsible for observing the rules and regulations imposed under the "Minor Minerals Act", and such other laws and rules prescribed by Government from time to time.
19. The testing charges of all materials shall be borne by the Contractor.
20. Approval to any or the executed items for the work dose not in any way relive the contractor of his responsibility for the correctness, soundness and strength of the structure as per the drawings and specifications.
21. The contractor shall have to carry out the work according to the drawing supplied for the work. In case of structural steel contractor may be allowed to use at the request of the contractor, section higher than the designed section specified in drawing provided that the Engineer-in-charge has certified for the following change.
  - a. The change is admissible as per the structural design.
  - b. The sections specified in the drawing are not available in the market at the time when such materials are required to be procured.
23. Quantities specified in the tender may vary substantially in actual execution and the contractor shall not claim for compensation of such variations & the payment with be made as per the actual work executed at site.
24. Material should be used only after getting satisfaction test results. Sample of material should be preferably collected in presence of Engineer In-charge. Testing of material should be carried out at SVNIT, laboratory but the testing may be permitted from other laboratory with the prior permission of the Engineer In-charge/ Dean Planning & Development/ Director.

**Signature of Contractor**

**DIRECTOR  
SVNIT, Surat**



## J. STANDARD TECHNICAL SPECIFICATIONS

### (1) Repairing Water Proofing of terrace in Nehru Bhavan at SVNIT, Surat.

Tender Item No.	Item Description	Sr. No. and Page no. of Applicable specification
1	Demolition and disposal of unserviceable materials with all lead and lift (ii) cement concrete SOR It- 20001B, P/169	20.1(ii), page-147
2	Removing the scraping of old deteriorated plaster of any thickness from wall/R.C.C member including stacking of serviceable material and disposal of unserviceable from site of work with all lead and lift. SOR- 20045 ,P/171	As Per Item Description (New SOR ITEM)
3	Dismantling C.I. pipes, G.S.W. pipes and A.C. rain water pipes with fittings and clamps including stacking the materials with all lead and lift.(for any dia. of pipe) SOR It- 20015, P/170	20.56, page-151
4	<b>20mm thick smooth Cement plaster</b> on wall upto height of 10m from ground level consisting of 12mm thick backing coat of C.M.1:3 (1 cement : 3 coarse sand) and 8mm thick finishing coat of C.M. 1:1 (1 cement : 1 coarse sand) etc complete. SOR -17.95+17.69, P-160/159	17.95+17.69, page-122 & 121
5	Providing and laying water proofing including 0.23 mts. radius vata with waterdrip as directed with 5 years written guarantee, by laying 50 mm thick cement mortar 1:3 (1 cement : 2 Coarse sand : 1 Grit ) after thoroughly cleaning up to the top of existing laid brick bats waterproofing base with removing all the loose materials with wire brush, applying cement & waterproofing (SBR) slurry evenly spread on slab and mixing water proofing materials(SBR) in cement mortar in proportion as recommended by manufacture, applying cement slurry on brick between @ 0.08 bag/smt. with mixing water proofing materials (SBR) in proportion as recommended by the manufactures & finishing top with china mozaic tiles chips with 12 mm thick C.M. 1:3 base and laying by keeping gaps which should be filled with white cement and colour pigment including rounding or junction extending upto 15 cm along the wall, including curing etc. complete. Note : The measurement of this item shall be taken as that of the horizontal siface (lenght x width ) that is from inside of the parapet walls, thus, not cosidering the surface measurement of the rounded vatas. As Per R.A.	As Per Item Description
6	25mm thick Polymer Plaster.Repairing of damaged R.C.C. coloumn, beams , lintels, chajja etc. upto 10 m height by providing and applying polymer modified	As Per Item Description

Tender Item No.	Item Description	Sr. No. and Page no. of Applicable specification
	<p>plaster (PMCM) in proportion 1:3 with 5 lit of SBR per bag of cement in single coat total thickness of 25mm including application of bond coat 1:1 on old surface and after first coat of PMCM including scaffolding, curing etc complete. (As per R.A)</p>	
7	<p>Providing, laying and jointing in true line and level 110 mm diameter UPVC SWR Type B Pipe conforming to IS 13592-1992 with one end plain and other end socketed with rubbering &amp; fitting conforming to ISI 14735-1999 of approved make for drainage system pipe line, pipe shall be fixed on wall using of PVC clamp of the size 110 mm diameter x 210 mm length x 196 mm high at every 2000 mm centre to centre or shall be concealed in walls as directed including necessary fittings such as bends, shoes etc. including testing of pipes and joints and jointed with adhesive solvent cement including cost of all materials. SOR It- 23067, P-196</p>	<p>As Per Item Description (New SOR ITEM)</p>
8	<p>Brick work using common burnt clay building brick having crushing strength not less than 35 kg/sq.cm. in foundation and plinth in cement mortar 1:6. (1 cement : 6 fine sand) Extra for brick in super structure <b>above Floor four level up to floor five level</b> (B)Conventional SOR-6.13(B)+6.19(B)+3x6.20(6.13-B),P/69,71&amp;72</p>	<p>6.13(B)+6.20, page-51 &amp; 53</p>
9	<p>Supplying &amp; Applying SBR packing size in a Litre of brand FOSROCK, ROFF or equivalent. As Per Market Rate</p>	<p>As Per Item Description</p>

## SPECIFICATION BOOKLET OF CIVIL WOKS

Signature of Contractor

**DIRECTOR  
SVNIT, Surat.**

**K. SCHEDULE OF MAKES OF VARIOUS MATERIALS**  
**Approved Brand and Manufacturer For Repairing Water Proofing of terrace in**  
**Nehru Bhavan at SVNIT, Surat.**

SR. NO	ITEM DESCRIPTION	APPROVED BRAND AND MANUFACTURER
<b><u>A. CIVIL WORKS</u></b>		
01.	Cement. PPC/ OPC.	: Ultratech, Birla, Ambuja, ACC or ISI mark as approved.
02.	Fine Aggregate.	: Best locally available. Sample to be approved.
03.	Coarse Aggregate.	: Best locally available. Sample to be approved.
04.	Steel. TMT – FE 415.	: Tata, Sail JSW or Vizag steel.
05.	Structural Steel.	: Tata, Sail or ISI marked as approved.
06.	Admixtures.	: Fosroc or its equivalent.
07.	Anti - Termite Chemical.	: Chlorpyriphos, Lindane.
08.	Bricks.	: Best locally available. JBC/APC/Amit. Sample to be approved.
09.	Steam - cured Cellular (Aerated) Light Weight Concrete Block.	: Siporex or its equivalent.
10.	Plastic Emulsion Paint.	: I.C.I., Berger, Asian Paints or its equivalent of ISI mark.
11.	Elastomeric Coating.	: Chemistik or its equivalent.
12.	Ceramic Tiles.	: First quality tiles of Johnson, Naveen, Nitco, Euro, City, Siddharth, or its equivalent.
13.	Vitrified tiles.	: First quality tiles of Johnson, Naveen, Nitco, Euro, City, Siddharth, or its equivalent.
14.	Glazed tiles.	: First quality tiles of Johnson, Somany, or its equivalent.
15.	Tiling Aids. Grout & Sealer.	: Weber of Saint Gobain, Bal - Endura or its equivalent.
16.	Flush Doors. 35 mm. thick.	: Gurjan Wood Flush Door of Unn Ply or its equivalent.
17.	Chemical – treated, Moulded Panel Door.	: 'Masonite' by Gujcon or its equivalent.
18.	PVC Rigid Foam, Paneled Door.	: Rajeshree or its equivalent.
19.	Fastners.	: Fischer, Hilti.
20.	Aluminium Works.	: Jindal, National Aluminum, Banco, Hindalco or its equivalent.
21.	Hardware Fittings.	: Everite, Godrej, Navbahrat, Chetna, Netal fold or its equivalent of ISI mark.
22.	Glass & Mirror.	: Modi Guard, or Saint Gobain, or Asahi Float or its equivalent.
23.	Laminates.	: Formica, Greenlam, GreenPly "New Mika", Centuryply Mica, Home Mica, Rushil - Vir Laminates, or its equivalent ISI marked.
24.	Door Closers.	: EGL,Hardwin, Everite or its equivalent ISI marked.

25.	Floor Springs.	:	Hardwin, Omega, Everite or its equivalent.
26.	Adhesives.	:	Fevicol SH, Vamicalm, Araldite or its equivalent.
27.	Water Proofing Chemicals.	:	Concare or its equivalent.
28.	CRS Steel and Hollow Sections.	:	Tata.
29.	Plywood.	:	Anchor, Donear Centuryply, Greenply, Archidply, Kitply or its equivalent manufactured out of Garjan wood.
30.	Inter locking concrete paver block	:	Gurjary, Classic paving stone Laxmi Tiles or equivalent
31.	Chain link of 75 x 75 mm size of gauge 10 and 4.34 Kg/ Smt.	:	Tata
32.	False ceiling Fixtures and Sheet	:	Armstrong, Supersil, Hilux, AMF or equivalent
33.	Concrete Penetrating Corrosion Inhibiting Admixture	:	EPCO KP-200 of Krishna Concem Products Pvt. Ltd. or equivalent

#### **B. PLUMBING AND SANITATION WORKS**

01	Polyethylene - Aluminium - Polyethylene ( PE - AL - PE ) Pipes.	:	Kitec or its equivalent.
02	CPVC 13.5 SDR Pipe	:	Astral or its equivalent.
03	PVC SWR Pipes & Fittings.	:	Supreme or Prince or Finolex.
04	PVC Plain Pipes & Fittings.	:	Supreme or Prince or Finolex, E.
05	R C C NP 2 Pipes.	:	As approved.
06	Sanitaryware.	:	Cera, Hindware Sanitary Ware, Neycer, Parryware.
07	Non - return Valve, Dual Plate, Spring type.	:	Advance or its equivalent.
08	Non - return Valve, Ball type.	:	Advance, Prince PVC or its equivalent.
09	Sanitary Fittings & Fixtures.	:	Jaquar or its equivalent.
10	Stainless Steel Sinks.	:	Nirali or equivalent.
11	C. I. Manhole Cover.	:	Neco, BIC, SIL, RIF.
12	C P Brass Accessories	:	Jaquar Continental
13	C P brass Faucets	:	Jaquar Fittings or Equi.
14	Sensor based items	:	Toshi or eq
15	Stainless steel sinks	:	Nirali or eq
16	Manhole C.I.	:	Neco / BIC / SIL /RIF

**For Other Materials Not Mentioned Above, 1<sup>st</sup> Quality ISI Marked Products Shall be Used after Obtaining Approval of Engineer in Charge.**

**Signature of Contractor**

**DIRECTOR  
SVNIT, Surat**

## L. MATERIAL TESTING SCHEDULES

### (1). Repairing Water Proofing of terrace in Nehru Bhavan at SVNIT, Surat.

Sr. No.	Brief Description of Materials to be tested	Quantity of materials	Prescription of test which shall be carried out	Frequency @ test which shall be carried out	Total no. of test to be taken
1	Kapchi	-	- Gradation Test - Impact value - Flakiness index	Cmt. 1 to 100 1-test 100 to 500 3-test 500 to 1500 5-test 1500 to 5000 7-test	-
2	Sand	126.41 Cmt.		1 test for each source of supply	1-test
3	Brick	500.00 Nos.	- Water absorption - Effloresce - Size - Compressive Strength	1 test @ 50,000 Pieces	1-test
4	Cement OPC/ PPC	154.01 MT	- Consistency - Setting time Compressive strength	1 test @ 50 MT	4-test
5	Steel	-	- Tensile strength - Yield Stress - Elongation - Size - Proofstren	1 No. for each category for each source of supply	-
6	C.C. cube 1:2:4  C.C. cube 1:1.5:3	-	- Compressive Strength	1 to 5 Cu.m-1 No.(Set** 6 to 15 Cu.m-2 No.(Set** 16 to 20 Cu.m-3 No.(Set** 21 to 50 Cu.m-4 No.(Set** 51 and above Cu.m – 4 +1 No. of each addnl. 50 Cu.m or part thereof.	-
7	Teak wood	-	Antomy test, Density test moisture content test.	1 test	-
8	Plywood	-	Antomy test, Density test moisture content test.	1 test	-

**M. GUARANTEE BOND**

**GUARANTEE BOND OF TERMITE TREATMENT**

**Name of Work:**     **Repairing Water Proofing of terrace in Nehru Bhavan at SVNIT, Surat.**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand and \_\_\_\_\_ between M/s. \_\_\_\_\_ (hereinafter called the Guarantor of the one part) and the Sardar Vallabhbhai National Institute of Technology (herein after called Institute of the other part).

Whereas this agreement is supplementary to contract (here inafter called the Contract) Dtd. \_\_\_\_\_ made between the Guarantor of the one part and Institute of the other part, whereby the contractor, inter alia, undertook to render the Buildings and structures in the said contract recited completely Termite proof/ water and leak proof.

And whereas the Guarantor agreed to give a guarantee to the effect that the said structure will remain Termite Proof for ten years to be reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the Guarantor shall make good all defects and for that matter, shall replace at his risk and cost such wooden members as may be damaged by termites and in case of any other defect being found he shall render the building termite proof at his cost to the satisfaction of the Engineer-in-charge and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-In-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other Contractor at the Guarantor's cast and risk and in the latter case the decision of the Engineer-In-charge as to the cost, recoverable from the Guarantor shall be final and binding.

That if the Guarantor fails to execute the Anti-Termite treatment or commits breaches hereunder then the Guarantor will indemnify principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any, default on the part of the Guarantor in performance and observance of this supplement. As to the amount of loss and/or damage and/or cost incurred by the Institute the decision of the Engineer-in-charge will be final and binding on the parties.

In witness whereof these presents have been executed by the M/s. \_\_\_\_\_ (Contractor) and for and on behalf of the Sardar Vallabhbhai National Institute of Technology on the day month and year first above written.

Signed, sealed and delivered by M/s. \_\_\_\_\_

**Sign of Contractor**

Date

Place

Signed for and on behalf of Sardar Vallabhbhai National Institute of Technology in the presence of

**Dean  
Planning & Development**

**GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS.**

**Name of Work : Repairing Water Proofing of terrace in Nehru Bhavan at SVNIT, Surat.**

The agreement made this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand and \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called the Guarantor of the one part) and the Sardar Vallabhbhai National Institute of Technology (herein after called Institute of the other part).

Whereas this agreement is supplementary to contract (hereinafter called the Contract) Dtd. \_\_\_\_\_ made between the Guarantor of the one part and Institute of the other part, whereby the contractor, inter alia, undertook to render the Buildings and structures in the said contract recited completely Termite proof/ water and leak proof.

And whereas the Guarantor agreed to give a guarantee to the effect that the said structure will remain water proof for five years from the date of giving of water proofing treatment.

Now, the guarantor hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract. **If the agency fails to comply the any complain of water proofing etc., the amount of Security Deposit will be forfeited for that no further correspondence will be entertained. If necessary, the institute will right ful to take action for black listing etc. from the institute works.**

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

- (a) Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof.
- (b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.
- (c) The decision of the Engineer-Incharge with regard to cause of leakage shall be final.

During this period of guarantee the Guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction in Engineer Incharge at his cost and shall commenced the work for such rectification within seven days from the date of issue of the notice from the Engineer-Incharge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's cost and risk. The decision of the Engineer-Incharge as to the cost, payable by the Guarantor shall be final and binding.

That if Guarantor fails to execute the water proofing or commits breach there under then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and/or cost incurred by the Sardar Vallabhbhai National Institute of Technology the decision of the Engineer-Incharge will be final and binding on the parties.

In witness whereof these presents have been executed by the M/s. \_\_\_\_\_ (Contractor) and for and on behalf of the Sardar Vallabhbhai National Institute of Technology on the day month and year first above written.

Signed, Sealed and delivered by Contractor

Sign of Contractor

Date/ Place

Signed for and on behalf of the Sardar Vallabhbhai National Institute of Technology by \_\_\_\_\_ in the presence of

**Dean  
Planning & Development**

**GUARANTEE FOR DAMP  
PROOFING EXTERIOR COLOUR WORK / INTERIOR COLOUR WORK**

**Name of Work : Repairing Water Proofing of terrace in Nehru Bhavan at SVNIT, Surat.**

We have treated the building at (locations \_\_\_\_\_) for M/s. (Name of agency) \_\_\_\_\_. We have read and understood the scope and responsibility of the damp proofing colour work as provided for in the (Name of Work) \_\_\_\_\_.

We have been undertake, on completion of the damp proofing exterior colour work / Interior colour work / virtual completion of work, to identify rectify dampness, sweating and leakage wherever found on account of any defects in the materials used or workmanship in the areas treated by us upto 5/3 years from the date of completion without any extra cost. We further clarify that the defects found in the colour work done by us, after the work of sanitary and water supply agency is guaranteed to be free from signs of dampness/leakage, we also further guarantee that after necessary, rectification of defects the area/finishes will be reinstated to its original condition without any extra cost to the employer. This performance Guarantee is valid for 5/3 years from this day (date of completion of finalizing the bill as certified by Sardar Vallabhbhai National Institute of Technology, Surat).

Sign:

M/s.

(Prop. Colour Work Agency)

Countersigned By:

Date :

Place :

**Dean  
Planning & Development**



**N. DECLARATION FORM**

1. I/We hereby declare that I/We have visited the site and fully acquainted myself / ourselves with the local situation regarding materials, labour and other factors pertaining to the work before submitting this tender.
2. I/We hereby declare that I/We have carefully studied the conditions of contract, specifications and other tender documents of this work and agree to execute the same accordingly.

SIGNATURE OF THE CONTRACTOR :-

ADDRESS :-

DATE :-

PLACE :-

**DIRECTOR  
SVNIT, Surat**