



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



## ESTATE SECTION

### PERCENTAGE RATE TENDER PAPER



### ENQUIRY TENDER – 3

- Name of work** : Alluminium Partition work at Advance Welding Laboratory, SVNIT Campus, Surat.
- Name of Contractor** :
- Receipt of tender** : 21/01/2019 upto 5:00 p.m.

The Director, S. V. National Institute of Technology, Ichchhanath, Surat – 395 007.  
☎ 2259571, 2259582-84 (4 LINES)

Name of Work : Alluminium Partition work at Advance Welding Laboratory, SVNIT  
Campus, Surat.

## **I N D E X**

This enquiry tender documents contains 30 pages.

<b>CONTAINS</b>	<b>PAGE NO.</b>
A. Tender Notice	3
B. Form of Tender for Civil Works	4
C. Schedule – B	5 – 6
D. Draft Agreement	7 – 9
E. General Condition	10 – 12
F. General Rules and Direction for the Guidance of the Contractors	13 – 17
G. General Technical Specification for Building Works	18 – 20
H. Conditions of Contract	21 – 29
I. Declaration Form	30

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

**Dean,  
Planning & Development**



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

**ENQUIRY TENDER NOTICE**

The Director, Sardar Vallabhbhai National Institute of Technology, Surat invites sealed Enquiry Tender from experienced contractors engaged in Public Work Department (PWD), Municipal Corporation, Semi Government Organization and Public Sectors for the following :-

<b>Sr. No.</b>	<b>Name of Work</b>	<b>Estimated Cost (in Rupees)</b>	<b>Time limit</b>
1	Providing and Fixing of Mirror in Gajjar Bhavan, Nehru Bhavan, Tagore Bhavan in SVNIT, Surat.	45,080/-	1 Month
2	Requirement of Walkway in between New Applied Mathematics & Humanities Department and Applied Physics Department to its Parking, SVNIT Campus, Surat.	1,67,105/-	1.5 Month
3	Alluminium Partition work at Advance Welding Laboratory, SVNIT Campus, Surat.	3,67,000/-	1.5 Month

1. The enquiry tender form can be submitted on or before office hours **21/01/2019** in the office of Institute through post or in person with the copy of the **Registration & Bank Solvency**. The Institute is not responsible for loss or postal delay of enquiry tender forms. The enquiry tenders may be opened on **23/01/2019** at 3:00 p.m. in Estate & Store Building if possible. The tender copy can be obtained from the Institute web site <http://www.svnit.ac.in> only.
2. All rights are reserved by the Director to reject any enquiry tenders or all without specifying the reasons.

**Dean  
Planning & Development**

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

**B. ENQUIRY TENDER  
COPY**

1. Name of the Work : Alluminium Partition work at Advance Welding Laboratory, SVNIT Campus, Surat.
2. Estimated Cost : ₹ 3,67,000/-
3. Last Date of Receipt of Sealed Tender : 21/01/2019 upto 5:00 p.m. in Administrative Building
4. Date of Opening of the Tender : 23/01/2019 at 3:00 p.m. in the Estate & Store Building if possible.
5. Security Deposit : 10% i.e. ₹ 36,700=00 on Tender Amount.  
5% of the S.D. i.e. ₹ 18,400=00 by cash or Demand Draft only.  
Remaining 5% shall be deducted from the Running bills.
6. Time Limit : 1.5 Month
7. 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.
8. PLEASE NOTE THAT THE NEGOTIATION IF NECESSARY FOR THIS TENDER IS ALSO ON THE SAME DAY. HENCE YOU ARE REQUESTED TO BE REMAIN PRESENT ON 23/01/2019 AT 3:00 P.M. IN ESTATE SECTION OF THE INSTITUTE.
9. 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.

Name of the work: - **Alluminium Partition work at Advance Welding Laboratory, SVNIT Campus, Surat.**

**SCHEDULE – B  
(PWD SOR 2015-16)**

Sr. No.	Quantity	Descriptions	Total Rate Including 1% Labour Cess		Per	Amount	
			₹.	Ps.		₹.	Ps.
1	156.20	Providing and fixing powder coated Alluminium (Brand - JINDAL or equivalent) partition (3.0 mt. ht.) having section 63.5mm x 38.1 mm & 1.21mm thick (section no.- 20026, Jindal), weight not less than 0.761 Kgs/Rmt. Lower panel of 3.5 mm thick bakelite sheet upto 1.00 meter height, middle panel of 5 mm thick 1.06 m height transparent glass (i.e. -1.00 to 2.10 meter) and top 2-panel 3.5 mm thick bakelite sheet ( i.e 2.10 to 3.50m) including providing and fixing glazing clip, Hathi rubber, L-angle and any other required materials, required ceiling support, horizontal cross-brassing at top of partition, including cost of labour etc. complete as directed & instructed by Engineer-in-charge. As per R.A.+ 1% L.C. (2067.00 + 20.67 = 2087.67)	2087.67		SMT.	₹.	326094.05
2	18.00	Providing and fixing 18 gauge Alluminium door (powder coated) <b>double sliding shutter</b> (JINDAL brand or its equivalent) of ht. 7'0" approx in which 3'0" from door level is of bakelite sheet of good quality and remaining 4'0" is covered with 5 mm thick plain glass (of saint gobin or modi guard). The alluminium door framing vertical in 85 mm x 44.45 mm. Middle in 83.50 mm x 44.45 mm and bottom in 114.30 x 44.45mm and outside framing box including cost of door slider/rail of Heavy quality, slide stopper, handle heavy (2 nos.), heavy locking arrangement and stopper 8" long at top etc. complete. As per M.R.+ 1% L.C. (2250 + 22.50 = 2272.50)	2272.50		SMT.	₹.	40905.00
			<b>Total</b>			₹...	<b>3,66,999.05</b>
			<b>Say</b>			₹...	<b>3,67,000.00</b>

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

Estimated amount		Estimated amount	
Put to tender	₹. _____	Put to tender	₹. _____
Deduct _____% below	₹. _____	Add _____% above	₹. _____
Net	₹. _____	Total	₹. _____
In words _____		In words _____	

**Note**

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

**POSTAL ADDRESS OF CONTRACTOR**

**SIGNATURE OF CONTRACTOR**  
**DATE:**

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

**D. 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) **Alluminium Partition work at Advance Welding Laboratory, SVNIT Campus, 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 : Alluminium Partition work at Advance Welding Laboratory, SVNIT Campus, Surat.
2. Estimated Cost : ₹ 3,67,000/-
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. ₹ 18,400/- is to be deposited before the commencement of the work and 5% will be deducted from the R.A. bills/Final bill of the executed work. No interest will be paid on security deposit.
5. Time Limit : 1.5 month 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. Tax & 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.

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 college 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 has supply the electricity for which 0.75% of tender cost to be recovered from the R. A. Bill / Final Bill as an electricity charge.
12. Labour Cess : Labour cess at rate of 1.0% of the work executed will be deducted from the R.A. Bills / 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% 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.
16. 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.



17. The final bill shall be prepared in accordance to the progress are quantum of the work done and not any specified period.
18. The payment of an advance bill/bills shall be made at the description 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.
19. The final bill shall be prepared after taking joint measurement by the Engineer-In-Charge of the work or his representative.
20. 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 than 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**

**E. 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 Nationalised 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. 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.
5. Copies of certificate as regards previous experience, if any must accompany the tender.
6. Declaration showing all works on hand with the contractor and the value of works that remains to be executed in each case must accompany the tender.
7. The contractor should initial all pages of Schedule 'A', Schedule 'B' & specifications, corrections, erasures & over writings.
8. 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.
9. Acceptance of enquiry 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 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 offer of the tenderer shall be considered as withdrawn by him.
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 specifications of the materials, items and code of practice shall be followed as given from page no. 1 to 192 of these tender documents.
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-authorized 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 S.O.R. this shall be referred to single arbitrator who shall be appointed by the college. 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 courts.
25. The contractor shall indemnify college against all actions, suits claims and demand brought or made against the college 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 College 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.

**Signature of Contractor**

**DIRECTOR  
SVNIT, Surat**

**F. 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 College 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 College. 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 college 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 college 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 college, then the college 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.
22. For all R.C.C. works such as footings, columns, beams, slabs, chhajjas, 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 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 Government approved laboratory by the contractor at his own expense and result will be submitted to the head of the college.

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 “college” 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 college 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 college 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 college.

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 college officers and shall carry them out promptly, The order book is the property of college and shall remain in the custody of college 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 college does 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 college 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 becomes necessary for the due fulfillment of the contract for the contractor to occupy land outside the college limits the contractor shall make his own arrangement with the owners and pay such rents as may mutually be agreed between them. The college 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 charges 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 loss 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 college at the contractor's risk and cost using materials, labours as may be required to rectify the defects.

**Signature of Contractor**

**DIRECTOR  
SVNIT, Surat**

## **G 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. All necessary safety measures and precautions (including those laid down in the various relevant Indian Standards) shall be taken to ensure the safety of men, materials, and machinery on the works as also of the work itself.
20. The testing charges of all materials shall be borne by the Contractor.
21. Approval to any or the executed items for the work does not in any way relieve the contractor of his responsibility for the correctness, soundness and strength of the structure as per the drawings and specifications.
22. 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 will 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 of SVNIT, laboratory but the testing may be permitted from other laboratory with the prior permission of the Engineer In-charge.
25. The contractor will have also responsibilities for all employees.

26. The specification of material and work should be as per printed book of PWD "Public Work Department".
27. The agency quoted the rates below or above 10% are must necessary to submit the rate analysis of each item with the tender for the justification. If this documents is not submitted with the tender, the authority will reserves the right to cancel the same without assigning any reasons thereof, which may please be noted.

**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 college in cash or bank draft 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 throughout 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>
Earth work		
25%	16%	0.1%
50%	50%	0.1%
75%	75%	0.1%
100%	100%	0.1%
Building Work		
25%	10%	0.1%
50%	40%	0.1%
75%	80%	0.1%
100%	100%	0.1%
Road Work		
25%	25%	0.1%
50%	50%	0.1%
75%	75%	0.1%
100%	100%	0.1%

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. 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 college shall have power to adopt the following courses, as he may deem best suited to the interest of the college.

- (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 college.
- (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 college 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.

**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 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 as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of running account or final bill.

**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, and 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.
10. **On claim to compensation on account of loss due to delay in supply of materials by the college**  
The contractor shall not be entitled to claim any compensation from the college for the loss suffered by him on account of delay by the college 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 college.  
In the case of such delay in the supply of materials the college 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 college 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 of 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 Engineer-in-charge shall have power to take 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-in-charge shall for any reason whatsoever, require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop, the work totally or partially, as the case may be. In any such case, except as provided hereunder, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications; drawings, designs, and instructions may involve any curtailment of the work as originals contemplated.

**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 college 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 college 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 college 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 college 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. 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.

- 33. 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.
- 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. 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.
- 36. 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 college.
- 37. 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.
- 38. 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.
- 39. 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.

**SIGNATURE OF CONTRACTOR**

**DIRECTOR  
SVNIT, SURAT**

**I. 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**