



Plasma Research

INSTITUTE FOR PLASMA RESEARCH  
Bhat, Nr Indira Bridge,  
Gandhinagar - 382 428. GUJARAT  
(INDIA)

Tel. : + 91 - 23962000

Fax : + 91 - 23962277

30.3.2015

To Whom it may concern

As per our tender Notice No. IPR/TN/CIVIL/1/2015 dated: 23.3.2015 (Two Bid System) for the work of **Tender for Re-surfacing of Road at IPR Bhat, Gandhinagar**, there is amendment / correction in the Document - Technical\_Bid and instruction to contractors, who want to present while opening of the technical bid. Contractor who willing to present at the time of opening of the technical bid should have identity proof <sup>✓</sup> and appropriate authority letter. All concern to take note of it.

Amendment in PART - II : TECHNICAL BID, SECTION - 2 - (ii) -  
**CLAUSES OF CONTRACT,**

(Old clause)

Page - 66 - Clause - 17 - **(Contractor Liable for Damages, defects during maintenance period) I,**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kern, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within **twelve months** (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate, final or otherwise, of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge shall cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate, final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

*Smt W*

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

**CLAUSE 35 (Condition relating to use of asphaltic material)**

i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.

ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorised changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to Institute, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.

iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period

It should be read as following

(New Clause)

Page - 66, Clause - 17 - **(Contractor Liable for Damages, defects during maintenance period) I ,**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kern, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within **thirty six Months** (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate, final or otherwise, of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge shall cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of **thirty six Months** (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate, final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

S. M. T. W.

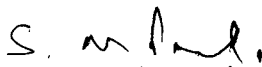
Page - 81, **CLAUSE 35 (Condition relating to use of asphaltic material)**

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iii) The contractor shall be responsible for rectifying defects noticed within **thirty six months** from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period

**Note: All other terms and conditions will remain same as earlier.**

  
Division Head, Civil Maintenance Group  
INSTITUTE FOR PLASMA RESEARCH  
Near Indira Bridge,  
Bhat - Gandhinagar - Gujarat - 382428  
Telephone No. -079-23964023  
Fax No. -079 -23962277