

FORM B-1

ફોર્મ બ-૧

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

કામો માટેનું ટકાવારી દરવાણું ટેન્ડર અને કોન્ટ્રાક્ટ

MEMORANDUM OF WORKS IN BRIEF

1)	Name of work	LABOUR SUPPLY FOR DOOR TO DOOR GARBAGE COLLECTION FOR SONGADH NAGARPALIKA, DIST. TAPI
2)	Estimated Cost	Rs. 37,70,184/-
3)	Earnest Money -	Rs. 37,700/-
4)	Validity period of tender offered	90 Days
5)	Security Deposit- (i) In the form of small savings or Narmada Bonds. (Minimum one year time limit.) (2.5% of Estimated Cost put to Tender)	Total 5% of Sanctioned mount, out of which (2.5% immediately on acceptance of the tender & balance 2.5% will be recovered from each R.A. bill.)
	(ii) Performance Security	Performance Security 2.5% will be deducted from each R.A. bill & will be released after defect liability period.
	(iii) Cess	1% cess will be deducted from each R.A. bill.
6)	Time allowed for completion of the work from the date of written order to commence	12 Months
7)	Other details (i) Tender Download start Date:- (ii) Date on or before which the tender must be submitted Online. (ii) Mode of sending the tender (b) Tender Price sent by post will be Out right rejected. (iii) Description essential to be made on bid	Dt. 15/06/2026 FROM 16:00 Hrs Dt. 22/06/2026 UPTO 16:00 Hrs. a) Online through e-tendering only. a) Name of Work And Tender ID

CHIEF OFFICER
NAGAR PALIKA SONGADH

Details of Tender Item:

Sr. No.	Name of Work	Estimated Tender Value (Rs.)	EMD (Rs.)	Tender Fee in (Rs.)	Period for Completion of work
1	PROVIDING, SUPPLYING, LOWERING LAYING AND JOINTING OF WATER SUPPLY PIPELINE FROM CHANDAN ENGINEERING WORKS TO TATA SERVICE CENTER FOR SONGADH NAGAR PALIKA, DIST: TAPI	2	3	4	5
		37,70,184/-	37,700/-	1500/-	12 Months

(B) Eligibility: Registration in Category Approved Contractor **E1 & Above** Class or above / Pre-qualification:

(C) Schedule for e-tendering is fixed as under:

- (i) Site Visit (if any) : On date : --
: Venue : --
- (ii) Downloading of tender : From date : 15-06-2026
Documents start & end date : up to date : 22-06-2026 till 16:00 hrs.
- (iii) Online submissions of bid : upto date : 22-06-2026 till 16:00 hrs.
- (iv) Submission of EMD, : Submission in electronic format only through
Tender fee and other : only through online by scanning and
documents in physical : then the same should be sent in original
form. : through R.P.A.D./Speed Post Only So as to reach
the office of Chief Officer, Nagarpalika, Main Road,
Songadh Dist.-Tapi before **Date:-29/06/2026 Up to
18:00 hrs.**
- (v) Online opening of Tender : on date : 30-06-2026 at 11.00 Hrs.
: Venue : Office of Nagarpalika Songadh.
- (vi) Bid Validity Period : 90 Days from the end date of
downloading Bids.

- Bidders can download the tender documents free of cost from the website tender.nprocure.com
- Bidders have to submit Bid in Electronic format only on above mentioned website till the date & time shown above.
- Offers in physical form will not be accepted in any case.

Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class-III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contract (n) code solution – a division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.

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| (D) | (i) | Bid Inviting Authority | <u>Chief Officer, Nagar Palika Songadh.</u> |
| | (ii) | Bid Opening Authority | <u>Chief Officer, Nagar Palika Songadh.</u> |
| (E) | | Mode of Quoting Rates | Percentage in words and figures at the end of Schedule-B. |

NOTICE INVITING TENDERS

1. Tender are invited on behalf of Governor of state of the Gujarat for work as per number one of this Booklet. The work is estimated to cost of **Rs.37,70,184.00**
2. The work is required to be completed within **(12) months** as per the terms of the contract conditions.
3. The contractors whose names are borne of the approved list of contractors of Gujarat State R&B Deptt / W.R. D . in **Registration Class E1 & above** will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and/ or a partner shall tender for the execution of the same work. If they do so, all such tenders shall be liable to be rejected.
4. Bid Document can be downloaded & submitted in Electronic Format on Online website: www.nprocure.com from **15-06-2026 From 16:00 hrs. to 22-06-2026 Upto 16:00 hrs.**
5. Copies of other drawings and documents pertaining to tender and signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tenderers at the following offices during working hours between the dates mentioned in clause-5 above.
(a) **Chief Officer, Songadh Nagar Palika.**
6. Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents samples, site etc; whether he inspects them or not.
7. Submission of a tender by tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tool and plant etc. will be issued to him, by Government and local conditions and other factors bearing on the execution of the works.
8. The bidder should quote his bid premium or rebate at the end of Schedule-B. If he do not wish to quote premium or rebate, he should indicate “at par” in the blank space preceding “% above / below” in Schedule-B. Thereafter he should work out and indicate the offered bid amount both in words in figures in Schedule-B.
9. All rates shall be quoted on E-Tendering System.

Signature of the Contractor

Signature of the Chief Officer

10. The tender for the works shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering, as well as of those witnessing the tender, liable to rejection.
11. The offered bid will be opened at **12:00 hours on 30-06-2026** in the presence of bidders who may choose to remain present in the office of the Bid opening Authority Specified in Bid documents.
12. In the case of contractors who have not furnished standing security, the tender shall be accompanied by earnest money (unless exempted from depositing it) of **Rs 37,700.00** in favour of **Chief Officer, Songadh Nagarpalika** by Demand Draft/Fixed Deposit Only. A contractor exempted from depositing earnest money/security in individual case (s) shall attach with the tender an attested copy of the letter exempting him from depositing earnest money/security and shall produce the original when called upon to do so.
13. A Tenderer shall submit the tender which satisfies each and every condition laid down in this notice and tender documents, failing which the tender will be liable to be rejected.
14. The Governor of the State of Gujarat does not bind himself to accept the lowest or any tender or to give any reasons for the decision.
15. This notice of tender shall form part of the contract documents

ADDITIONAL INSTUCTIONS TO PERSONS TENDERING

1. Competency of Tenderer – No contract will be awarded except to responsible bidders capable of performing the class of works contemplated. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner with in the time stipulated. Contractor may be required to furnish the department with the statement as to their experience and their financial status.
 2. Tenderer will be deemed to have inspected the site and to have satisfied as to the nature of all works, all existing roads, water-way and other means of communication and access to and from the site and work and the building that may be required for temporary purpose in connection with the construction, completion and maintenance of the works and must make his own enquiries as to work, yard sites and depot, and dumps and as to acquisition of such additional sites and areas as may be necessary for temporary purpose for construction, completing and maintaining the works.
- 2.1 (i)The Bids shall be offered in Electronic format only on online website tender.nprocure.com till the date and time shown Above.
- (ii)Payment of Tender Fee and Earnest Money Deposit for EMD and Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that EMD & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose EMD & tender fees is received electronically. However for the purpose of realization of D.D. bidder shall send the D.D. in original through RPAD/Speed Post so as to reach to Chief Officer, Songadh Nagarpalika, Dist.-Tapi Before Date: **29-06-2026 Up to 18:00 hrs.**

- 3 **Payment:-** The tenderer must understand clearly that the rates quoted are for completed works and include all costs due to labour, scaffolding plant, supervision, service works, power, royalties and octroi etc. , and to include all extras to cover the cost of night work if and when required and no claim for additional payment beyond the price/rates quoted will be entertained and the tenderer will not be entitled subsequently to make any claim on the ground of misrepresentation or on the ground that he was supplied with information given by any person (whether the member is the employee of Public Works Department or not). Any failure on his part to obtain all necessary information for the purpose of making his tender and filling the several prices and rates therein shall not relieve him from any risks or liabilities arising out of or consequent upon the submission of the tender.

Contractors to please read this Carefully:

1. The percentage in Schedule 'B' must be given in figures. Amount thus worked out must also be entered in column must be struck out by the tenderer.
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 accompany the tender.
3. Solvency certificate of a Bank or a Revenue officer of an amount up to 20% of the tendered cost plus the amount of works on hand still to be executed will have to be produced by the contractor.
4. The contractors who have secured exemption certificate for payment of earnest money by depositing lump sum earnest money deposit need not pay earnest money, but produce the certified copy the exemption certificate along with the tender. If the contractor does not turn up to pay the security deposit and execute contract agreement within specified (or extended) time after intimation to him about acceptance of his offer, the earnest money paid for this work will be forfeited and according to clause-1 of this tender form tenderer's tender shall be rejected and then according to aforesaid provision of tender, action to black list the contractor will be initiated without delay. (Vide R & B D.G.R. No. Misc-1097-90-1091/97-Z/C dated 4-10-97)
5. The Contractor shall have to furnish PAN and intimate I.T. 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. All pages of Schedule 'A' and 'B' and specifications should be digitally initialled by the Contractor.
9. In addition to the above, the tender will also be liable to be rejected outright it.
 - (i) The bidder proposes any alteration in the work specified or in the time allowed for carrying out the work or any condition or correction made in any code or mode of Schedule-B or Specifications.
 - (ii) The bidder or the person authorized to sign on behalf of the bidder does not digitally sign the bid offer.

DECLARATION FORM

- (i) I/We hereby declare that I/We have visited the site and fully acquainted myself/ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting this tender.
- (ii) I /We hereby declare that I/We have carefully studied the conditions of contract, specifications and other documents of this work and agree for execute the same accordingly.
- iii) We agree to receive payments, if delay is due to late receipt of grant – in – aid from Government for panchyat works. (Applicable to panchayat works only)

DECLARATION CERTIFICATE (G.R. date 4-2-89 as revised by GR. No. TNC – 1083/6681/4/C, dated 31-8-1994)

- (iv) I/We hereby declare that my/our near relative are not working in this Division or in its sub-division as an Ex. Engineer, Deputy Executive Engineer, Assistant Engineer, Additional Assistant Engineer, overseer, Divisional Accountant , Store Keeper, Manager or Atithi / Vishram Gruha and in the circle as a Superintending Engineer in addition for Panchayat works not working nor having posting as chairman of P.W committee or as incumbunt in Jilla Panchayat at today.

General Rules and Directions for the Guidance of Contractors

TERMS & CONDITIONS OF CONTRACT

CLAUSE 1: Security Deposit:

The person / persons whose tender is accepted (hereinafter called the “Contractor” which expression shall, unless excluded by, or repugnant to the context include his Legal heirs, executors, administrators and assigns) shall (a) Deposit with the Executive Engineer a sum sufficient to make up the full security deposit specified in the tender in cash or Government securities (as mentioned in para 208 of Gujarat Public Works Department Manual Vol.1) duly transferred in the name of the Executive Engineer or fixed deposit receipts or Term Deposits of

Narmada Project in the name of the Executive Engineer within a period of 10 days from the date of receipt of the Notification of acceptance of his tender, or (b) (I) deposit fifty percentage of the total security deposits as specified in the tender form with the Executive Engineer in Cash or in form of small saving schemes or securities of Sardar Sarovar Narmada Nigam However, the Contractor can deposit twenty five percentage of total security deposit in the form of Govt. security of Scheduled or Nationalised banks or Terms Deposits of Narmada Project duly transferred in the name of the Executive Engineer, or fixed deposits in the name of the Excutive Engineer within a period of ten days from the date of receipt of notification of acceptance of his tender. If the security deposit is not paid within the above specified time, no work order will be issued till the issue about delay is finally decided by the competent authority . (b) (ii) The Government shall be deemed to have been authorized to deduct the balance of fifty percentage of the security deposit as specified in the tender form from the amounts

Signature of the Contractor

Signature of the Chief Officer

that become payable to the contractor for the work done under the contract from time to time, such deduction shall not exceed ten percentage of the amount so payable and the whole amount paid in cash or by way of deduction shall be held by Government by way of security deposit. For the works whose estimated amount is more than rupees fifteen lacs, the Contractor shall have to give the performance bond of any schedule bank equivalent to five percentage of the estimated amount put to tender along with the initial security deposits. All compensation, Liquidated damages or other sums or money payable on account of provision in free maintenance guarantee period by the contractor to Government under the terms of this contract shall be deducted from or recouped by the realisation of a sufficient part of his security deposit, or from the interest arising there from or performance bond or from any sums which may due or may become due by Government to the Contractor on any account whatsoever and whether in respect of this contract, any other contract, or otherwise in the event of his security deposit being reduced by reason of any such deduction or recoupment as aforesaid, the contractor shall within ten days thereafter, make good in cash or in Government securities transferred as aforesaid any sum or sums required to make good the shortfall in the amount of the security deposit. The security deposit, when paid as above shall at the cost of the depositor, be converted into interest bearing Government securities in the name of Executive Engineer provided that the depositor has expressly desired this in writing. This is subject to the condition that twenty five percentage of the total security deposit must be held in the form of small saving Schemes or Term Deposits of Narmada Project. If the full amount of the security deposit to be paid as above within the period specified above, is not paid the tender/contract already accepted shall be considered as cancelled and legal steps shall be taken against the contractor for recovery of the amounts.

Fifty percentage of the Security Deposit alongwith Performance Bond shall become refundable within fifteen days after the final completion certificate is issued as per Clause-7. All dues under this contract or other contract, or otherwise shall be recovered from the aforesaid amount of fifty percentage of the said security deposit and the balance shall be refunded within fifteen days after the final certificate is issued as per Clause-7. The remaining fifty percentage of the security deposit shall be refunded after the expiry of the Defect Liability period as per Clause 17 and 17-A after deducting there from the amount of expenses, if any due to Government under this contract. (See Performance Bond on Page 44)

CLAUSE 2: Liquidated damages for delay :-

(i) If the Contractor fails to complete the work under contract by the stipulated date, he shall pay liquidated damages of at the rate of 0.1* percentage of the contract value per day from the date of delaying the said work up to the date of completion and handing over to the Government.

(ii) However also if the contractor fails to complete any part of the work as designed in Schedule (c) by the time indicated against such part, he shall pay Liquidated damages per day from the date of delaying the said part of the work up to the date of completion of the said designated part at the rates shown in the said schedule of the contract value of such part for such failure till the said designated part is completed.

*AS corrected vide B & C D GR No. TNC – 1091 – 1B – 10 / (11) – C, dated 29-6-92.

(iii) The aggregate maximum of liquidated damages payable under clause No.2 shall not exceed 0.10 Percentage of contract value per day and shall be subject to the maximum amount of ten percentage of the estimated amount put to tender.

(iv) 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 including amount of performance bond in respect of works estimated to cost more than Rs.15 lacs, for. Performance and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases. (See Schedule (C) on Page No 48)

Signature of the Contractor

Signature of the Chief Officer

CLAUSE 3 : Default by Contractor:

If the Contractor shall neglect or fail to proceed with the work with due diligence or if he violates any of the provision of the Contract, the Engineer – in –charge shall give the Contractor a notice, identifying deficiencies in performance and demanding corrective action. Such notice shall clearly state that it is given under the provision of this clause. After service of such notice, the contractor shall not remove any plant, equipment and material from the site. The Government shall have a lien on all such plant, equipment and material from the date of such notice till the said deficiencies have been corrected as mentioned in the said notice.

If the contractor fails to take satisfactory corrective action within ten days after receipt of such notice, the Engineer-in-charge on behalf of Governor of Gujarat shall terminate the contract in whole. In case the entire contract is terminated, the amount of security deposit and performance bond if any together with the value of the work done but not paid for, shall stand forfeited to the Government. The plants, equipment and materials, held under this clause shall then be at the disposal of the Government to recover the amount equivalent to the liquidated damages and registration of the contractor shall be kept in abeyance for three years from the date as fixed in all such cases.

The Engineer-in –charge if necessary shall direct that a part or the whole of such plant, equipment and material be removed from the site within a stipulated period. If the Contractor fails to do so, the Engineer-in-Charge shall cause them or any part of them to be sold holding the net proceeds of such sale to the credit of the Contractor. After settlement of accounts, the lien by the Government of the contractor's remaining plant equipment and balances of materials shall be released.

Termination of the contract in whole shall be an adequate authority for the Engineer-in-charge to demand discharge of the obligations from the guarantors of the security for the performance.

CLAUSE 4 :

If the progress of any particular portion of the work under Contract is unsatisfactory, the Engineer-in-charge shall, notwithstanding that the general progress of the work is satisfactory, in accordance with Clause 2 be entitled to take necessary action under Clause 3 after giving the Contractor ten day's notice in writing and the contractor shall have no claim whatsoever for any compensation for any loss caused to him due to such action.

(Clause 1,2,3 and 4 are substituted vide GR NO. TNC –1091/IB-10/(11)-C , dated 15-10-91 & modified by GR dated 29-10-91 & G.R.No. TNC-1088/IB/18/(13)-C dated 31-8-94 and No. TNC/10/2002/14-C, dated 28-4-03 and 10-9-03)

CLAUSE 5 :

In any case in which any of powers conferred upon the Engineer-in-charge by clause-3 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not with standing be exercisable at any future date.

CLAUSE 5 A:

In the event of the Engineer-in –charge taking action under clause 3, he may if so desire take possession of all or any tools, plants, machineries materials and stores in or upon the work or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, by paying or allowing for the same in account at the contract rate or in case of contract rates not being applicable at such reasonable rates, as may be comparable to current market rates where ascertainable of similar articles and comparable condition, to be certified by the Engineer-in-charge. In

the alternative the Engineer-in-charge may by notice in writing to the contractor or his clerk of the works foreman or other authorised agent require him to remove such tools, plants, machineries, materials or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expenses or shall remove them by auction or private sale at the risk and cost of the contractor in all respects, and the certificate of the Engineer-in-charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such removal shall be final and conclusive against the contractor.

CLAUSE 6: 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 any other ground he shall apply in writing to the Engineer-in-charge before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered whichever is earlier and the Engineer-in-charge may, if in his opinion, believe that there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Engineer-in-charge in this matter shall be final

CLAUSE 7 :

As soon as the work is completed the contractor shall give a notice of such completion to the Engineer-in-charge and on receipt of such notice the Engineer-in-charge shall inspect the work and if he is satisfied that the work is completed in all respect then:-

(i) For all works costing upto Rs.50 lacs (amount put to tender) the final measurements shall be recorded within 45 days from the date of physical completion of the work and the final bill shall be prepared within 45 days from the date of recording final measurement. The completion certificate shall be issued within one month from the date of final measurement subject to the contractor fulfilling his obligation as provided in the contract and subject to the work being complete in all respects.

(ii) In respect of works costing more than Rs.50 lacs (amount put on tender), the final measurements shall be recorded within 75 days from the date of physical completion of the work and the final bill shall be prepared within 75 days from the date of recording final measurements subject to the contractor fulfilling his obligations as provided in the contract and subject to the work being complete in all respects.

When separate period of completion have been specified for items or groups of items, the Engineer-in-charge shall issue separate completion certificate for such items or groups of items .

No certificate of completion shall be issued nor shall the work be considered to be complete till the contractor shall have removed from the premises, on which the work has been executed, all scaffolding, sheds and surplus materials, except such as are required for rectification of defects; rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor for the workmen and cleared all dirt form all parts of building(s) in, upon or around which the work has been executed or of which he may have possession for the purpose of the execution thereof and cleared floors, gutters and drains, cased doors and sashes, oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge . if the contractor shall fail to comply with any of the requirements of these conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may ,

at the expenses of the contractor, fulfill such requirements and dispose of the scaffolding, or surplus materials and rubbish etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually released by the sale thereof less the Cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expenses of fulfilling such requirements is more than the amount realised such disposal as aforesaid the contractor shall forthwith, on demand, pay such excess. The Engineer-in-charge shall also have the rights to adjust the amount of excess against any amounts that may be payable to the contractor.

CLAUSE 8:

No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor., All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed or re-erected, nor shall any such payment be considered as an admission of the due performance of the contractor or any part therefore in any respect or the accruing of any claims, nor shall it conclude, determine, or affect in any way the power of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the completion of the work, otherwise the Engineer-in-charges certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

CLAUSE 9 :

The rates for items of works shall be valid only when the items concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are accepted as not so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in preparation of final or on account bill.

CLAUSE 10: Bills to be submitted monthly:

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the 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 authorised agent whose countersignature 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.

CLAUSE 11 :

The contractor shall submit all the bills on the printed forms to be had on application 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 agreement or at the partly reduced rates subject to the approval by the Engineer-in-charge in the case of items not completed/executed as per agreements 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 rate here in after provided for such work .

CLAUSE 12 :

If the specification of the work provides for the use of any special description of materials to be supplied from the Departmental Store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged therefore as here in after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum here to annexed) the contractor shall be supplied with materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sum then deposit, or the proceeds of sale thereof, if the deposit is held in govt. Securities , the same or a sufficient portion thereof shall, in that case be sold for the purpose . All materials supplied to the contractor shall remain the absolute property of Govt. and shall on no account be removed from the site of the work, and shall at all time , be open to inspection by the Engineer-in-charge. Any such materials, unused and in perfectly good condition at the time of completion or termination of the contract , shall be returned to the Departmental store if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with the consent in writing of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.

For materials provided in schedule-A and consumed in excess quantities, the rates provided in Schedule A shall be increased/decreased corresponding to the increased/decrease in the new rate payable for excess quantity as compared to the tender-rates. The rate for materials provided in extra items will be the issue rates plus storage charge ruling on the date of issue of such quantity of materials.

CLAUSE 12A :

The contractor shall be entitled to use the materials supplied by the Department only to the extent of quantities of such materials required for execution of the work as per theoretical calculations. The Engineer-in-charge may however, on being satisfied that a large quantity of such materials is required for the execution of the work, permit the contractor to use such large quantity of the materials. Such permission shall be given in writing.

The contractor is bound to return in good condition such materials issued in excess of the requirements so worked out or in excess of the quantities so permitted to be used by the Engineer-in-charge if the contractor fails to return such extra materials within a period of 15 days from the date of the demand in writing of such materials being made by the Engineer-in-charge , he shall be charged for the excess materials at double the issue-rates for such materials specified in Schedule A of the contract Agreement.

CLAUSE 12B:

All stores and materials such as cement, if the consumption of which exceeds 25 tons and steel etc. supplied to the contractor by Government shall be kept by the contractor in separate godown provided with a double lock. The key of one of the lock shall remain with the Engineer-in-charge or his agent. The godown shall be accessible to the Engineer-in-charge or his agent at all times. No materials shall be allowed to be removed from the site of the work and any material required for the execution of the work shall be taken out from the godown only in the presence of a duly authorised agent of the Engineer-in-charge

CLAUSE 13:

(1) The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials and in other respects in strict accordance with specifications.

The contractor shall also confirm exactly, fully and faithfully to the design, drawings and instructions in writing for the work signed by the Engineer-in-charge. The design and the drawings shall be lodged in the office of the site Engineer-in-charge to which the contractor shall be entitled to have access for the purpose of inspection at such office during office hours.

Where the instructions referred to above are not contained in separate letters addressed to the contractor the same shall be recorded in the work-order book, which shall be maintained and kept on the site of the work. The contractor shall be required to sign such entire in the work-order book in token of having noted the instructions. However, if the contractor fails to sign the work-order book for any reason whatsoever, the entry of the instructions in the work-order book shall be deemed to be the due notice to him of the said instructions. The work-order book shall be open for inspections to the contractor on the site of the work during office hours.

(2) The contractor will be entitled to receive one copy of the accepted tender along with the work order free of cost and will also be entitled to receive three sets of contract and working drawings according to the progress of work as and when needed, free of cost.

(3) The several documents forming the contract are essential parts of the contract and requirements occurring in one is binding as through occurring in all. They are intended to be mutually explanatory and complimentary and to describe and provide for a complete work.

In the event of any discrepancy in the several documents forming the contract or in any one documents, the following order of precedence should apply.

(a) Dimension and quantities : (i) Drawings (ii) Schedule-B of the Tender form (iii) specification.

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

(b) Description : (I) Schedule-B of the Tender form :- (ii) Drawings (iii) Specifications.

In the case of effective description or ambiguity, the Engineer-in-charge is entitled to issue further instructions directing in what manner the work is to be carried out. The contractor cannot take any advantage of any apparent error or omission in drawings or specifications and the Engineer-in-charge shall be entitled to make corrections and interpretations as necessary to fulfill the plans and specifications.

CLAUSE 14.1 :

The Engineer-in-charge shall have power to make any alterations 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 alternation shall not invalidate the contract and 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 rate as out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work.

14.2. Except that when the quantity of any item exceeds the quantity as in the tender by more than 30% the contractor will be paid for the quantity in excess of 30% at the rate entered in the S.O.R. of the year during which the excess in quantity is first executed and for the materials consumed in excess quantity the rate for the materials to be charged would be the basic rate taken into account for fixing the rate for the S.O.R. above instead of the rate stipulated in schedule – A.

14.3. If the additional or 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.

(i) At the rate derived from the item within the contract which is comparable to the one involving additional or altered class of work, where there are more than one comparable items, the item of the contract which is nearest in comparison with regard to class or classes of the work involved shall be selected and the decision of the Superintending Engineer as to the nearest comparable item shall be final and binding on the contractor.

(ii) If the rate cannot be derived in accordance with (i) above, such class of works shall be carried out at the rate entered in the Schedule of Rates of the Division for the year in which the tender was received, increased or decreased by the percentage by which the tender amount is more or less as compared to the amount arrived at the rates in the “Schedule of Rates” of the Division in the year in which the tender was received. If the Schedule of rates of the Division does not contain all the items the percentage increase or decrease of the tender shall be calculated considering such items which were included in the “Schedule of Rates” of the Division for the year and for materials consumed on such item the rate to be charged would be the basic rate taken into account for fixing the rate in S.O.R. referred to above instead of the rate. Stipulated in Schedule “A”

(iii) If it is not possible to arrive at the rate from (i) and (ii) above, such class of work shall be carried out at the rate decided by the competent authorities on the basis of detailed rate analysis after hearing the contractor before a Committee of two Superintending Engineers stationed at the same place or the nearest place.

14.4 If the additional or altered work, for which no rate is entered in the “Schedule of Rates” of the Division is ordered to be carried out before the rate is 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 rates, 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 it advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then in such cases 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 the dispute, the decision of the Superintending Engineer of the Circle shall be final.

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

The time limit for the completion of the work shall be extended in the proportion that the increase in the cost occasioned by shall be final and conclusive.

14.5 For excess in item of well sinking the rates for sinking in depth beyond the designed depth shall be as per the rate quoted by the contractor in the statement of variation, if no rates of variation in sinking are quoted the rate payable shall be the tender rate for sinking at designed level increased by the difference of schedule of rate for sinking at designed depth and sinking at final depth.

CLAUSE 15: No claim for any payment of compensation for change or restriction of work

If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever, require the whole or part of the work, as specified in the tender, 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, stating 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 except as provided hereunder 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 required by him. He shall not have also any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

(1) However, the contractor will be entitled for compensation for loss, if any on the date of notice, for the purchased materials or for the contract executed for the material to be purchased for such work. Such compensation will be paid only for actual loss for materials, if such materials so purchased or agreed to purchase is of required quantity/quality and was purchased/ contracted to be purchased only for the same work. But no compensation shall be granted to contractor on material for which advance has been given to contractor by Government. The amount of loss for such claim will be decided by in charge Engineer-in-charge.

(2) The contractor also will be entitled for compensation of unemployed labourers for 7 days from the date of notice provided that in that opinion of Engineer-in-charge such labourers working for 7 days prior to the notice and would not be in a position to get employment elsewhere within 7 days from the date of such notice. The contractor should try to employ such unemployed labourers at other places from the date of such notice.

In case the Contractor does not agree with the decision of Executive Engineer regarding the amount of compensation or loss; it will be open for the contractor to appeal to Superintending Engineer-in-charge within one month from the date of knowledge of such decision. In such case the decision of Superintending Engineer will be final and binding to the Contractor.

The Contractor shall not be entitled for loss of any expected profit of such work.

(Vide G.R. NO. SSR/1090/IB/247(2) /C ,dated 28-6-1993 as amended by GR of even number dated 11-2-1999)

CLAUSE 15A : The contractor shall not be entitled to claim any compensation from Govt. on account of delay by Government in the supply of materials entered in Schedule 'A' where such delay is caused by (i) Non-supply due to short allotment of quota in case materials available under quota regulations. (ii) Difficulties relating to the supply of railway wagon (iii) Force majeure. (iv) Act of God. (v) Act of the country's enemies or any other reasonable cause beyond the control of Government.

In the case of such delay in the supply of materials, Government shall grant such extension of time for the completion of the works as shall appear to the Engineer-in-charge to be reasonable in accordance with the circumstances of the case. The decision of the Engineer-in-charge as for the extension of time

shall be accepted as final by the contractors. (As modified Vide R&BD. G.R. No. TNC – 1096 IB – 143 (16) – C dated 11-1-99)

CLAUSE 16: Time limit for unforeseen claims:

The contractor shall not be entitled to any compensation from Government on any account unless where allowed by the conditions of this contract. In such cases the contractor shall have to submit a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

CLAUSE 17 : Action & compensation in case of bad work :

If at any time before the expiry of Defects Liability period as detailed in Clause 17-A. It shall appear to the Engineer-in-charge or his sub-ordinate in charge of the work that any work has been executed unsound, imperfect or unskilled 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 are 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 work, materials or articles complained for may have been passed, certified and paid for the contractor shall be bound forthwith 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 in whole or in part 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 estimate of the rectification for every day not exceeding ten days during which the failure so continues and in the event of any such failure as aforesaid continuing beyond ten days, the Engineer-in-Charge may rectify or remove, and re-execute the work or remove and replace the materials complained of 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 as he may fix therefore.

However, the contractor shall be responsible for normal maintenance of the work till the final bill for the work is prepared by the departmental Officer.

Clause 17A: Defect liability period:

The contractor shall be responsible to make good and remedy at his own expenses any defect which may develop or may be noticed before the period mentioned hereunder from the certified date of completion. The Engineer-in-charge shall give the contractor a notice in writing about the defects and the contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the part of the contractor, the Engineer-in-charge may rectify or remove or re-execute the work at the risk & cost of the contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, incurred by him in rectification, removal or re-execution. The Defects Liability period shall be as under

- (a) for all works costing upto Rs.50.000 (amount put to tender) the period shall be 3 months from the certified date of completion.
- (a) for all works costing more than Rs. 50.000 and upto Rs. 1 crore (amount put tender), the period shall be 6 months from the certified date of completion of one monsoon, whichever is later.
- (b) For major project costing more than Rs. 1 crore, the period shall be 12 months from the certified date of completion which should include one monsoon.
- (c) For building works, the period specified in (a), (b) or (c) above elapse of monsoon period following the certified date of completion, whichever is later, for the purpose of deciding the monsoon period, the 30th September may be treated as the last date.

Clause 17B: Free maintenance guarantee period: The contractor shall have to give three years free maintenance guarantee from the certified date of completion. During this period contractor shall have to repair the damaged portion of the BT surface of road all executed items at his risk and cost as per direction of engineer – in – charge. If BT surface during maintenance period of 3 years

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is warned out then agency shall have to provide renewal coating as per tender item as directed by engineer – in – charge. The amount equivalent to 5 % of each bill of **road work** shall be withheld and will be released after the free maintenance guarantee period (i.e. 3 years) is over, However this amount shall be released against Fixed deposit or bank guarantee pledged in the name of Executive Engineer after completion certificate of work is issued.

CLAUSE 18: Work to be open to inspections – Contractor or responsible agent to be present : -

All Works under or in course of execution or executed in pursuance of the contract shall, at all times 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 all other times for which reasonable notice of the intimation of the Engineer-in-charge or his subordinate to visit the works 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 present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

CLAUSE 18:

(i) G.R.B. & CD NO. RGN-6090-UO 24 (42)-C, dated 26-11-90.

Employment of a qualified site Engineer by the Contractor. The Contractor shall. Employ full-time technically qualified staff during the execution of this work as under :-

1. Two graduate Civil Engineers and three diploma Civil Engineers when cost of the work to be executed is more than Rs.50 lakhs.
2. One graduate & two Diploma, Civil Engineers when the cost of the work to be executed is more than Rs.15 lakhs but less than Rs.50 lakhs.
3. Minimum two Diploma Civil Engineer when the cost of work is less than Rs.15 lakhs but more than Rs.5 lakhs.
4. Minimum one Diploma Civil Engineers for the work when the cost of work to be executed is less than Rs. 5 lakhs. The Engineer so employed for the Government work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with other duty except this work.

In case the contractor or partner of the contractor firm is a Civil Graduate Engineer, Employment of separate Engineer will not be necessary provided that the Engineer partner himself attends the execution of the work on the site.

CLAUSE 19: Notice to be given before work is covered up :

The contractor shall give not less than five day's 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 measurement any work in order that the same may be measured and correct dimensions there of taken before the same is so covered up or placed beyond the reach of measurement and if any work shall be covered up or placed beyond the reach of measurement without such notice having and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained , the same shall be uncovered at the contractor's expenses and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

CLAUSE 20:

If the contractor or his workmen, or servants shall break , deface, injure or destroy any part of the building or the work in a question in/on which they may be working or any building , road, fence, enclosure or grassland or cultivated ground contiguous to the premises on which the works or any part thereof is being executed or if any damage shall be done to the work from any causes whatever before damage occurred/caused due to normal flood or rain or if any imperfections become apparent in it within three months from the grant of a certificate of completion, final or otherwise by the Engineer-in-charge , the contractor shall make good the same at own expenses or in default, the Engineer-in-charge may cause the same to be made good by other contractor, and deduct the expenses (of which the certificate of the Engineer-in-charge shall be final) from any sums that may thereafter become due to the contractor or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof.

CLAUSE 20A:

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of God, such as Unprecedented flood, Volcanic eruption, earthquake or other convulsion of nature and other acts such as but not restricted to general strike, invasion, the acts of foreign countries, hostilities, or war like operations before or after declaration of war, rebellion, military or Usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

Note: “Unprecedented flood” means the flood crossing the High Flood Level of the past Year(s) which is on the available record.

(Modified Vide R& B D.G.R. No/ TNC – 1096 – IB –143 – (16) – C dated 11-1-99)

CLAUSE 21: Contractor to supply plant, ladders, scaffolding etc. and is liable for damage arising from non-provision of lights, fencing etc.:

The contractor shall supply at his own cost all materials (except such special materials if any, as may, in accordance with the contract to be supplied from the Public Works Department Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of the work whether in the original, altered or substituted form and whether included in the specifications, or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter or to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of settings out works and counting , weighing and assisting in the measurement or examination at any time and from time to time, of the work or the materials, failing this, the same may be provided by the Engineer-in-charge at the expenses of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit, or 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 expenses of defense of every suit, action or other legal proceeding, 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 in compromising any claim by any such person.

CLAUSE 21A: The Contractor shall provide suitable scaffolds and working platforms, gangways and stairways, and shall comply with the following regulation in connection therewith.

(a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.

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- (b) A scaffold shall not be constructed, taken down or substantially altered except
 - (i) Under the supervision of a competent and responsible person.
 - (ii) appointed by contractor and by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and all ladders shall
 - (i) be of sound material
 - (ii) be of adequate strength having regard to the loads and strains to which they will be subjected and
 - (iii) be maintained in proper condition
- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.
- (g) Scaffolds shall be periodically inspected by a competent person .
- (h) Before allowing a scaffold to be used by his workmen, the Contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation herein specified.
- (i) Working platforms, gangways shall –
 - (i) be so constructed that no part thereof can sag unduly or unequally.
 - (ii) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and
 - (iii) be kept free from any unnecessary obstruction.
- (j) In the case of working platforms, gangways working places and stairways at a height exceeding (to be specified)
 - (i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - (ii) every working platform and every gangway shall have adequate width, and

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(iii) every working platform, gangway, working place and stairway shall be suitably fenced.

(k) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the access of person or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or material.

(l) When persons are employed on a roof where there is danger of falling from a height exceeding (4.25 mt) 14 '(to be specified) meters suitable precaution. Shall be taken to prevent the fall of persons or material.

(m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.

(n) Safe means of access shall be provided to all working platforms and other working places.

CLAUSE 21B: 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, anchorages 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 tackles 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 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 scaffolds, 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 of 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 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 appliances shall be provided with sufficient safeguards.
- (l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- (m) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.

CLAUSE 22: Measures for Prevention of Fire:

The contractor shall not set fire to any standing jungle, tree bush wood or grass without a written permit from the Engineer-in-charge.

When such permit is given, and also in all cases when destroying cut or dug up tree, bush wood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or other-wise damaging surrounding property. When such permit is given and also in all cases when destroying cut or dug up tress, bush wood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or other-wise damaging surrounding property.

CLAUSE 23: Liability of contractors for any damages done in or outside work area:

Compensation for all damage done intentionally or unintentionally by Contractor's labourers whether in or beyond limits of Government property including any damage caused by the spreading of fire mentioned in the clause 22, shall be estimated by the Engineer-in-charge, or such other Officer as he may appoint and the estimates of the Engineer-in-charge, subject to the decision of the Superintending Engineer, on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

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

CLAUSE 24: Deleted

CLAUSE 25: Deleted

CLAUSE 26: Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent:

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 proceeding to get himself be adjudicated an insolvent or make any compromise 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 advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government 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 contract, the Engineer-in-charge may thereupon 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 disposal of Government and the same consequence shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under contract .

CLAUSE 27: Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss:

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether any damage has or had not been sustained.

CLAUSE 28 : Change in the constitution of firm to be notified :

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

CLAUSE 29: Works to be under directions of Superintending Engineer :

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

CLAUSE 30: (1) Disputes to be referred to Tribunal:

The disputes relating to this contract, so far as they relate to any of the following matters, Whether such disputes arise during the progress of the work or after the completion or abandonment thereof, shall be referred to the Arbitration Tribunal, Gujarat State.

(i)The rates of payment under clause 5 for any tools, materials and stores, in or upon the works of the site thereof or belonging to the contractor or procured by him an intended to be used for execution of the work or any part thereof possession of which may have been taken by the Engineer-in-charge under the said clause-5

- (ii) The Reduction in rates made by the Engineer-in-Charge under clause 9 from the items of works not accepted as completed fully in accordance with the sanctioned specifications.
- (iii) The rate of payment for any class of work which is included in the additional or altered work carried out by the contractor in accordance with the instructions of the Engineer-in-Charge under clause 14 and the rates for which is to be determined under the said clause 14.
- (iv) The rates of payment for materials already purchased or agreed to be purchased by the contractor before receipt of notice given by the Engineer-in-Charge under clause 15, and/or the amount of compensation payable to the contractor under the said clause for loss in respect of such materials.
- (v) The amount of compensation which the contractor shall be liable to pay under clause 17 in the event of his failure to rectify, remove or reconstruct the work within the period specified in the written intimation or the amount of expenses incurred by the Engineer-in-Charge under the said clause 17 in rectifying, removing or re-executing the work or in removing and replacing the materials or articles complained of.
- (vi) The reduction of rates as may be fixed by the Engineer-in-Charge under clause 17 for the inferior work or materials as accepted or made use of.
- (vii) The amount of compensation payable by the contractor for damages as estimated and assessed under clause 23.
- (viii) The amount payable to the contractor for the work carried out under clause 33 in accordance with the instructions and the requirements of the Engineer-in-Charge in a case where there are no specifications.
- (2) The provision of Section-21 of the GPWD dispute Arbi. Tribunal Act -92 & order issued by the Govt. in connection with this Act will now apply for Arbitration (As per Government in N. & W.R.D. letter No. SUT/1090/2679/K2 dt. 9/2/94.
- (3) The provision of Arbitration Act, shall in so far as they are inconsistent with the provision of this act cease of to apply to any dispute arising from a works contract and all arbitration proceedings in relation to such dispute before an arbitrator, court of authority shall stand transferred to the Tribunal.
- (4) The awards declared by the arbitrator should be speaking award, giving reasons and calculations for every item of claims. The decision will have to be implemented by all the departments of the State Government and Public Sector Enterprises of Gujarat. (Resolution F.D.No. PB/1088/735/KT/Sachivalaya/Gandhinagar 5th October 1988.)
- (5) Incase of dispute leading to the contractor or Government of Gujarat approaching to Court of Law, it shall be within the jurisdiction where the site of work is situated.
- (6) The reference to arbitration proceeding under this clause shall not
- (i) affect the right of the Engineer-in-charge under clause 5 to take possession of all or any tools plants materials and stores in or upon the works of site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
- (ii) Preclude the Engineer-in-charge from utilising the materials purchased by the contractor in any work or from removing such materials to other places, during the period the work is stopped or suspended in pursuance of notice given to the contractor under clause 15

(iii) Entitle the contractor to stop the progress of the work or the carrying out the additional or altered work in accordance with the provisions of clause 14 or as the case may be or clause 33.

CLAUSE 31: Deleted

CLAUSE 32: Lump sum in estimates:

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

CLAUSE 33 : Action where no specifications :

In the case of work for which there is no such specification, such work shall be carried out in accordance with the Divisional Specification and in the event of there being no Divisional Specifications, then, in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

CLAUSE 34 : Definition of work :

The expression “work” or “works” where used in these conditions shall, unless, there be something in the subject or context repugnant to such construction to mean the work, or the works, contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional .

CLAUSE 35 : Contractor’s percentage whether applied to net or gross amount if the bill :

Percentage referred to in the tender shall be deducted from / added to the gross amount of the bill before deducting the value of any stock issued. (This clause shall be applicable only for B-1 tender)

CLAUSE 36 : Non refund of quarry fees & Royalties :

The contractor shall pay the royalty to the competent authority / local body as per rules. The contractor shall furnish quarterly the statement showing quantity of quarried materials, from whom purchased (with full address of the seller) and copies of bills for purchase to the District Officer of the Mining and Geology Department of authority competent to levy royalty in the area of work. Contractor shall also furnish such additional information as regards royalty payment to the Royalty authority. The royalty charges paid shall be borne by the Contractor and shall not be reimbursed by the Executive Engineer (Authority :- R & B D Circular No. TNC – 2286 – UO – 39 (19) – C dated 23-10-1989.)

Clause 37: Compensation under the workmen’s compensation Act :

The contractor shall be responsible for and shall pay compensation to his workman payable under the Workman’s Compensation Act. 1923 (VIII of 1923) hereinafter called the said Act) for injuries caused to the workman. If such compensation is paid by Government as principal under sub-section 12(1) of the said Act on behalf of the Contractor it shall be recoverable by Government from the contractor under sub section 12(2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.

CLAUSE 37-A

The Contractor shall be responsible for and shall pay the 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 Government, the same shall be recoverable from the contractor forthwith and be deducted, without prejudice to any other remedy of Government from amount due or that may become due to the Contractor.

Clause 37-B:

The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the person employed on the site and shall maintain the same in suitable condition for immediate use at any time and shall comply with the following regulations in connection therewith.

(a) The workers shall be required to use the equipment so provide by the Contractor and Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

(b) When work is carried on in proximity to any place where there is a risk of drowning all necessary equipment shall be provided and kept for use and all necessary steps shall be taken for the prompt rescue of any person, in danger.

(c) Adequate provision shall be made for prompt first aid treatment of all injuries to be sustained during the course of the work.

Clause 38 :

The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the tender. In the case of increase in the quantities by more than 30% the new rate will be paid to the contractor for the quantities in excess of 30% The rates for the increased quantities as aforesaid will be fixed in the manner specified in clause – 14

Clause 39 :

Employment of famine or other labour : The contractor shall employ any famine, convict or other labour of particular kind or class, if ordered in writing to do so by the Engineer-in-charge.

Clause 40 :

No compensation shall be allowed for any delay caused in the starting of the work on account of delay in making available the full site of land at a time.

Clause 41 :

No claim for compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartment. The rates are inclusive of hard or cracked soil, excavation in mud, sub soil water or water standing in borrow-pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.

Clause 42 : Entering upon or commencing any portion or work :

The Contractor shall not enter upon or commence any portion or work except with the written authority and instruction 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 measurement of or payment for work.

Clause 43: Minimum age of person employed:

(I) No Contractor shall employ any person who is under the age of 18 years.

Clause 43 (I) (A) :

The employment of donkeys and / or other animals and the payment of fair wages: For Asphalt work(s) as far as possible, only the adult persons should be employed by the contractor. If the adult person is not available, then the children below the age of 18 should not be employed under any circumstance.

(II) No contractor shall employ donkeys or other animals with branching of string or thin rope. The branching must be at least three inches wide and should be of tape (Nawar).

(III) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

- (IV) The Engineer-in-charge or his agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion work by such removal.
- (V) The Contractor shall pay fair and reasonable wages to the workman employed by him in the contract undertaken by him. In the event of any dispute arising between the Contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Engineer-in-charge who shall decide the same. The decision of the Engineer-in-charge shall be conclusive and binding on the Contractor, but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Government at sanctioned tendered rates.
- (VI) The contractor shall provide drinking water facilities to the workers/ labourers employed on Government works Amenities relating to sanitation shall also be provided to the workers/labourers employed on works (in urban areas) . If the contractor fails to comply with these provisions, the Engineer-in-charge shall give notice in writing and if the contractor does not provide this facility to the workers/ labourers within a period of ten days from the date of the notice in writing, the Engineer-in-charge shall thereupon make the arrangement for drinking water at the cost of the contractor.
- (VII) The Contractor shall provide the amenity of proper shed and shelter to the workers/ labourers and their children on Government works as soon as the work starts. If the contractor fails to provide shed and shelter, the Engineer-in-charge shall provide the same at the cost of contractor.

Clause 44: Method of payment:

Payment to contractor shall be made by cheque drawn on any treasury within the division convenient to them, provided the amount exceeds Rs. 10 Amount not exceeding Rs. 10 will be paid in cash.

Clause 44 A : Any sum of money due and payable to the Contractor (including the security deposit returnable to the contractor) executing any Government work or work of any District Panchayat wholly financed as grant-in-aid under this contract shall be appropriated by any District Panchayat / Government and shall be set off against any claim of the Government/District Panchayat of Gujarat state by the District Panchayat of Gujarat State/Government for the payment of a sum of money arising out or under any other contract made by the contractor with the Government/District Panchayat of Gujarat State for the work wholly the contractor against any claim of the Government / District Panchayat of Gujarat state is available, such a recovery shall be made from the contractor as arrears of land revenue.

Clause 45: Deleted

Clause 46: Employment of scarcity labour :

If Government declares a state of scarcity or famine to exist in any village situated within 16 kilometers of the work, the Contractor shall employ upon such parts of the work, as are suitable for unskilled labor, any person certified to him by the Engineer-in-charge or by any persons to whom, the Engineer-in-charge may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons, wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation this clause shall be decided by the Engineer-in-charge whose decision shall be final and binding on the contractor.

Signature of the Contractor

Signature of the Chief Officer

Clause 47: Deleted

Clause 48: The rates to be quoted by the Contractor must be inclusive all taxes and GST. No GST Will be Paid extra.

Clause 49: The Contractor should, as far as possible, obtain his requirement of laborers skilled and unskilled, from the nearest Employment Exchange so as to utilize the local employment potential. If there are no local Employment Exchange or such Exchanges are not able to provide the required labor locally, suitable laborers should be utilized to the maximum extent possible.

Clause 50: Fair Wages:

If a Contractor fails to pay within '7' (Seven) days to the laborer(s) /worker(s) the minimum wages prescribed by the Government under the Minimum Wages Act. 1948 as in force from time to time, the Engineer-in-charge shall be at liberty to deduct the amount payable to the laborer/ workers from his (Contractors) bills or deposit(s) payable by the Contractor after making due inquiries and establishing the claim(s) of the laborer(s) /Workers(s).

The contractor shall not be entitled to any payment of compensation on account of any loss that the Contractor may have to incur on account of the action as aforesaid. Before the action as aforesaid, is enforced, a notice in writing to the Contractor shall be issued by the Engineer-in-charge to pay the wages as per Minimum Wages Act in force at the relevant time. If Contractor does not act as aforesaid within seven days, then the action contemplated as above shall be taken against him.

Clause 51 : Deleted

Clause 52 : Deleted

Clause 53 :

(i) In case , the roller deployed by Department for the use on contract work is kept idle by the contractor for want of adequate labour and materials, the contractor will have to pay rental charges as per prevailing rules even though the items of rolling and watering are to be carried out by the department.

(ii) If the contractor does not plan his programme so as to suit the requirement of the Department, the proportionate rental charge on roller shall be recovered from the contractor.

Clause 54: Local labor on normal rates:

The contractor shall have to engage local labor and person seeking employment where available on normal rate.

Clause 55: Rent will be recovered from the contractor for the land given to them for stacking materials as well as for construction of temporary hutments etc.

Land measuring Charges

- | | |
|---|-----------------|
| 1. One hectare or less | Rs.5 Per month |
| 2. More than 1 hectare & up to 2 hectares | Rs.10 per month |

Signature of the Contractor

Signature of the Chief Officer

- | | |
|---|-----------------|
| 3. More than 2 hectare & up to 3 hectares | Rs.15 per month |
| 4. More than 3 hectare & up to 4 hectares | Rs.20 per month |

Clause 56: The contractor shall employ only such labor who shall produce a valid certificate of having been vaccinated against small-pox within a period of last three years.

Clause 57:

1 Huts: The contractor shall build sufficient number of huts on a suitable plot of land for the use of the laborers according to the following specifications.

- (1) Huts of bamboos and grass may be constructed.
- (2) A good site shall be selected. High ground removed from jungle but well provided with tress shall be chosen wherever it is available. The neighborhood of rank jungle, grass or weeds should particularly be avoided. Camps should not be established close to large cuttings of earth work.
- (3) The lines of huts shall have open spaces of at least 10 m. between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.
- (4) There should be no over-crowding. Floor spaces at the rate of 2.8 Sq.m. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
- (5) The contractor must find out his own land. If he wants Government land, he should apply for it and pay assessment for it.

2. Drinking Water: The contractor shall as far as possible, provide an adequate supply of chlorinated pure potable drinking water for the use of laborers. This provision shall be at the rate of not less than 4.5 liters per head. No provision need-be made where there is a suitable nala, river or well within 0.4 km of the camp, However arrangement should as far as possible, be made to chlorinate water by chlorinated tables before it is allowed for drinking purpose.

3. The contractor shall construct semi permanent latrines for the use of Labourers on the following scale, namely (a) Where female are employed , there shall be at least one latrine for every 25 females . (b) Where males are employed there shall be at least one latrine for every 25 males provided that where the number of males or female exceed 100 , it shall be sufficient if there is one latrine for every 25 males or females , as the case may be up to the first 100 and one for every 50 thereafter.

4. Privacy in latrines : Every latrine shall be under cover and so partitioned off as to secure privacy , and shall have a proper door and fastenings.

5. Notice to be displayed outside latrines and urinals : (1) Where workers of both sexes are employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority f the workers For Men Only or For Women Only : as the case may be.

(2) The notice shall also bear the figures of a man or of a women, as the case may be .

6. Urinals : There shall be at least one urinal for male/female workers up to 50 employed at a time . Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 males or females or part thereof.

7. Latrines and Urinals to be accessible : (1) The latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment . (2) (i) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times (ii) Latrines

and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

8. **Water for latrines and urinals :** Water shall be provided by means of pipes or tanks or otherwise, so also be conveniently accessible in or near the latrines and urinals.
9. **Bathing and washing places :** (1) The contractor shall construct sufficient number of bathing places. Every unit of 20 persons being provided with a separate bathing place. (2) Washing places should also be provided for the purposes of washing clothes. Every unit of 30 persons shall have at least one washing place. (3) Such bathing and washing places should be suitably screened and separate places provided for male and female workers. (4) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.
10. **Drainage :** The contractor shall make sufficient arrangement for draining away the sewerage water as well as water from the bathing and washing places and shall dispose off this waste water in such a way as not to cause nuisance. The contractor should obtain a permission from the Gujarat Water Pollution Control Board, Gandhinagar if water is so to be drained in river or near the well. The contractor would put malaria oil once in a week in stagnant water round about the residence.
11. **Medical facilities :** The contractor shall engage a medical officer with a traveling dispensary for a camp having 500 or more persons if there is no Government or other private dispensary situated within 6 km. from the camp.
12. **Conservancy and cleanliness:** The contractor shall provide the necessary staff for effecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-in-charge. At least one sweeper per 200 persons should be engaged. Conservancy staff should dump refuse in compost pit, away from the labour camp.
13. **Health Provisions :** The District Health Officer of the District or the Deputy Director of Health Service shall be consulted before opening a labour camp and his instructions on matters, such as the water supply, sanitary convenience, the camp-site, accommodation and food supply shall be followed by the contractor.
14. **Precautions against epidemic :** (a) The authorities in charge of the colonies should get the laborers inoculated against cholera and plague and vaccinated against smallpox at the time of recruitment, if they are not inoculated or vaccinated within 6 months or 3 years respectively prior to the date of recruitment. (b) When, in any labor camp there is an epidemic disease or is threatened with such an outbreak, the authorities in charge of the labor camps should ensure that all the inmates of the labor colonies are inoculated or vaccinated as the case may be, depending on the diseases, within 72 hours after the outbreak. (c) The authorities in charge of the labor colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day of the outbreak, to the Mamlatdar of the Taluka, the District Health officer or to the Deputy Director of Public Health in charge of that area and the Director of Public Health. Thereafter they should continue to send daily reports to the above officers in the prescribed form regarding the progress of the epidemic disease. (d) When the authorities in charge of the labor colony suspect or have reason to believe that any inmate of the labor colonies is suffering from the infectious or contagious disease, they shall forthwith arrange for the segregation of such persons to isolated huts to be

specifically provided for the purpose and also for their treatment (e) As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labour colonies should report promptly the occurrence of unusual incidence of cases of malaria and also inform the District Health Officer of the District, Deputy Director of Public Health (Malaria) and the Director of Public Health and also arrange to institute all necessary anti malarial measures as may be advised by the officials of the Public Health Department. (f) The authorities in charge of the colonies should also arrange to carry out any other measures that may be recommended by the officials of the Public Health Department necessary to prevent or control the spread of disease.

- 15. Rest rooms:** (1) In every place where in contract labor is required to halt at night in connection with the contract works and in which employment of contract labor is likely to continue for three month or more, the contractors shall provide and maintain rest rooms or other suitable alternative accommodation within fifteen days of the employment of contract labor.
- (2) If the amenity referred to in sub rule is not provided by the contractor within the period prescribed, the employer shall provide the same within a period of fifteen days of the expiry of the period laid down in the sub-rule (1).
- (3) Separate rooms shall be provided for women employees.
- (4) Effective and suitable provision shall be made in every room for securing and maintaining adequate ventilation for the circulation of fresh air and there shall also be provided and maintained sufficient and suitable natural or artificial lighting .
- (5) The rest room or other suitable alternative accommodation shall be of such dimensions as to provide at least a floor area of 1. Sq. mt. For each person making use of rest rooms.
- (6) The rest room or other suitable alternative accommodation shall be so constructed as to afford adequate protection against heat, wind, rain, and shall have smooth, hard and impervious surface.
- (7) The rest rooms or other suitable alternative accommodation shall be at a convenient distance from the establishment and shall have adequate supply of whole some drinking water.

- 16. Canteen Facilities:** (1) In every establishment of contract work and wherein work regarding the employment of contract labor is likely to continue for six months and wherein contact labour numbering one hundred or more are ordinarily employed, the adequate canteen facilities shall be provided by the contractor for the use of such contract labor within sixty days of the commencement of the employment of contract labor.
- (2) If the contractor fails to provide the canteen facilities within the time limit laid down the same shall be provided by the principal employer within sixty days of the time allowed to the contractor.
- (3) The canteen shall be maintained by the contractor or principal employees as the case may be in an efficient manner.

17. Accommodation in canteen: (1) The canteen shall consist of at least dining hall, kitchen, store room, pantry, and washing places separately for worker and for utensils.

2 (I) The canteen shall be sufficiently lighted at all times where any person has access to it.

(ii) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour-washed at least once in each year, provided that the inside walls of the kitchen shall be lime-washed every four months.

3 (i) The premises of the canteen shall be maintained in clean and sanitary condition.

(ii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as cause nuisance.

(iii) Suitable arrangements shall be made for the collection and disposal of garbage.

18. Accommodation in dining hall : (1) The dining hall shall accommodate at a time, atleast 30% of the contract labour working at a time.

(2) The floor area of the dining hall excluding the area occupied per dinner to be accommodated shall as prescribed in subrule (i)

- (3) (I) A portion of the dining hall and service counter shall be partitioned and reserved for women workers, in proportion to their numbers. (ii) Washing places for women shall be separate and screened to secure privacy.
- (4) Sufficient table, stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in sub rule 1.

19. Equipment in canteen :

- (i) There shall be provided and maintained sufficient utensils, crockery , cutlery, furniture and any other equipment necessary for the efficient running of the canteen.
- (ii) The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
- (2) (i) Suitable clean cloths for the employees serving in the canteen shall also be provided and maintained.
- (ii) A service counter, if provided , shall have a top of smooth and impervious materials.
- (iii) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.

20. Food stuff to be served : The food stuff and other items to be served in the canteen shall be in conformity with the normal food habits of the contract labour.

21. Prices to be displayed : The charges for food stuffs, beverages and any other item served in the canteen shall be based on “no profit, no loss” and shall be conspicuously displayed in the canteen.

22. Canteen to be run on “No profit no loss” basis : In deriving the prices of food stuffs and other articles served in the canteen, the following items shall not be taken into consideration as expenditure, namely.

- (a) the rent for the land and building.
- (b) The depreciation and maintenance charges for the building and equipment provided for in the canteen.
- (c) The cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.
- (d) The water charges and other charges incurred for lighting and ventilation.
- (e) The interest on the amount spent on the provisions and maintenance of furniture and equipment provided for in the canteen.

The local officers should check up whether, facilities as offered and which are admissible under the existing rules and orders are made available to the workers and enforce upon the contractors the necessity of adhering to the instructions for promotion of welfare of the workers according to the terms of the contract .

23.-BOOKS OF ACCOUNTS AND REGISTRES OF THE CANTEEN : The books of accounts and registers and other documents used in connection with the running of the canteen shall be produced on demand to an inspector.

24.-AUDIT OF THE ACCOUNTS OF THE CANTEEN : The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors. Provided that the Labour Commissioner may approve of any other person to audit the accounts; if he is satisfied that it is not feasible to appoint a registered accountant and auditor in view of the site or the location of the canteen.

CLAUSE 58 : Contractor shall have to arrange for the supply of gumboots. Hand gloves, mask etc. invariably to the labourers/workers engaged by the contractor on asphalt work.

CLAUSE 59 : The Contractor shall not show any distinction between Harijan and other class of labourers / workers employed to carry out the Government work.

CLAUSe 60 : Price variation clause : Price variation :

For (A) Labour (B) Materials and (C) P.O.L. The amounts payable to the Contractor for the work done shall be adjusted for increase or decrease in the rates of (A) Labour/Materials excepting those materials supplied by Government as per Schedule A and P.O.L. as under :

(A) **Labour** : Increase or decrease in the cost due to Labour shall be calculated quarterly in accordance with the following formula:

$$V1 = 0.75 \times \frac{p1 \times R \times i - i0}{100 \times i0}$$

V1 = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for labour.

R = The value of work done in rupees during the quarter under consideration, after excluding the value of extra items and after deducting the cost of.

(g) Materials supplied from the Departmental store to the Contractor at fixed rate as specified in schedule A and.

(ii) Value of cement, steel and asphalt brought by the contractor valued at star rate plus the increase/decrease for which price adjustment is done under clause 59 below :-

i0 = The average consumer price index for industrial workers for the quarter in which tenders were opened (as published in * **R.B.I. Bulletin**)

i = The average consumer price index for industrial workers for the quarter under consideration.

p1 = Percentage of labour components (specified in Schedule i.e 26.32% (Twenty Six & Thirty Two) of the item.

* This refers to average consumer's price index (wholesale) for industrial workers as applicable to Ahmedabad Bhavnagar as published by Government of India, Ministry of Labour Bureau.

(B) Materials other than Cement, Steel and Asphalt : The increase or decrease in cost of materials other than cement and steel shall be calculated quarterly in accordance with the following formula :

$$Vm = 0.75 \times \frac{Pm \times R \times i - i0}{100 \times i0}$$

Vm = Increase or decrease in the cost or work during the quarter under consideration due to charges in the rates of material.

R = The value of work done in rupees during the quarter under consideration, after excluding the value of extra items and after deducting the cost of.

(h) Materials supplied from the Department store to the Contractor at fixed rates as specified in schedule A and.

(ii) Value of cement asphalt and steel brought by the contractor valued at star rate plus the increased / decrease for which price adjustment is done under clause 59/A below :-

~~io~~ = The average wholesale price index * (all commodities) for the quarter in which tenders were opened (as published in @.....)

~~i~~ = The average wholesale price index (all commodities) for the quarter under consideration.

~~pm~~ = Percentage of material component (specified in schedule **71.64 % (Seventy One & Sixty Four)**) of item.

@ = For materials wholesale price index as published by Reserve Bank of India should be referred to.

(C) P.O.L. : The increase or decrease in the cost of petrol, diesel, oil, and lubricants shall be calculated quarterly in accordance with the following formula.

$$\text{Vd} = 0.75 \times \left\{ \frac{\text{pd} \times \text{R} \times \text{D} - \text{Do}}{100} \right\}$$

Vd = Increase of decrease in cost of work during quarter of consideration due to change rates of petrol, Oil and lubricants (POL).

~~R~~ = The value of work done in rupees during the quarter under consideration, after excluding the value of extra items and after deduction the cost of.

(i) — Materials supplied from the Department store to the Contractor at fixed rate as specified in schedule A and.

(ii) — Value of cement, steel and asphalt brought by the contractor valued at star rate plus the increase/decrease for which price adjustment is done under sub clause 59/A below :-

~~Do~~ = The average price of high speed diesel (HSD) fixed by I.O.C. for the district in which the work is to be carried out for the quarter under consideration.

~~D~~ = The average price of HSD fixed by the I.O.C. for the district in which the work is to be carried out for the quarter under consideration.

~~pd~~ = Percentage of P.O.L. Component (specified in schedule) % of the item.

Conditions for variation except for Cement, Steel and Asphalt :

(1) No adjustment shall be done for the work done in the first twelve months of the time limit. Adjustment payable / recoverable will be calculated for the remaining work done during the subsequent period.

(2) The sum total price adjustment for A, B, and C will be limited to **5 %** of the estimated cost of work put to tender less the cost of Materials supplied from the Departmental store to the Contractor at fixed rate as specified in schedule A and cement, steel and asphalt valued at input rates mentioned as under on which the sanctioned estimate is based. When clause 60A (B-1) 59A (B-2) is not deleted.

Quantity _____ **(Input rate per ton)**

Cement	M.T.	Rs.
Mild Steel	M.T.	Rs.
TMT Bars	M.T.	Rs.

- (3) The quarter referred to in the above formula shall mean the quarter of the calendar year January to March, April to June, July to September and October to December. Even if the tenders are opened in the middle of a quarter, the average index for the calendar quarter will be considered. The same principle would apply for identifying the quarter when the work is completed in the middle of calendar quarter.
- (4) The value of extra items will be excluded for working out the value of 'R' in the above formula in all these cases.
- (5) Intermediate payment of escalation to be made under this clause on each occasion shall be limited in such a manner that the total up-to-date payment of escalation will not exceed the proportionate percentage of the ceiling of calculation as related to the proportionate value of the contract cost.
- (6) Price adjustment shall be applicable only for the work that is carried out within the stipulated time or extensions thereof as are not attributable to the contractor. No claim for price adjustment other than those provided herein shall be entertained.
- (7) This clause will be applicable in respect of works which of the estimated cost put to tender is above Rs.25 lacs and the time limit involved is more than 12 months.

Clause 60A : Price Variation for Cement Steel and Asphalt brought by Contractor :

The amounts payable to the contractors for the work done involving use of cement, steel and asphalt when these materials are not supplied by the Government as for schedule A shall be adjusted for increase or decrease in the rates of these materials as under :-

(4) Price variation for cement, steel and asphalt brought by the Contractor

The star rates for cement, mild steel, tor steel and asphalt to be brought by the Contractor shall be considered Ex supply Depot/ Godown as under:

QUANTITY		STAR RATE
Cement	M.T.	Rs.
Mild Steel	M.T.	Rs.
TMT Bars	M.T.	Rs.

_____ The above star rates are linked with Reserve Bank of India price index for steel and cement for the month in which the DTP-s are approved. The star rate for asphalt will be based on the rate of Koyli Refinery prevailing on the date on which the estimate is prepare.

_____ The month in which DTPs are approved will be specified in the tender document.

_____ Star rates should be mentioned in the tender copy as under :-

- i. _____ For Cement, Price of cement from authorized dealer should be obtained for the month in which the D.T.P. s are approved & mentioned as star rate before issue of tender copy.
- ii. _____ For steel & H.Y.S.D. bars, rate of SAIL should be obtained for the month in which the DTPs are approved and mentioned as star rate before issue of tender copy.

Signature of the Contractor

Signature of the Chief Officer

- iii. ~~For basic index specific month in which the DTPs are approved should be mentioned before issue of tender copy. The fluctuations in rates of cement and steel shall be adjusted in the bills payable to the contractors as under :-~~

$$\frac{A}{C_0} = B \times \left\{ \frac{C_1}{C_0} - 1 \right\} \times D$$

A = Difference of Amount payable or recoverable

B = Star rate of steel / cement / asphalt

C₁ ~~The (Quarterly) average corresponding index of steel, cement asphalt for the quarter under consideration (as published in monthly bulletin of Reserve Bank of India)~~

C₀ ~~Price index of cement/steel/asphalt for the month in which the DTPS are approved published in monthly bulletin of Reserve Bank of India).~~

D. ~~Qty. of cement/steel/asphalt actually brought by the contractor on site of work and consumed in the work during the quarter duly supported with bill as recorded in cement consumption register or MB (for Steel).~~

Conditions for variation in prices of cement and steel only :-

1. ~~No Ceiling for escalation for difference in the cost of steel and cement will be applicable.~~
2. ~~This clause shall be operative from the date of issue of work order and up to the expiry of original and extended time limit.~~
3. ~~This formula shall be used individually for cement/mild steel and Tor steel for calculating adjustment.~~
4. ~~The cement and steel brought by the contractor on site of work shall be used only after the same is tested by the Department.~~
5. ~~If such materials are not found as per the requirement of I.S. specification, the same shall be removed by the contractor for which no claim shall be entertained.~~
6. ~~This clause will be applied to the work Irrespective of the cost of the work.~~

Conditions for variation in rates of asphalt only :-

1. ~~The Contractor shall procure asphalt directly from refinery only.~~
2. ~~The Contractor will not be furnished "P" from for purchase of quantity of asphalt required for this work.~~
3. ~~The Contractor will have to produce in original all the gate passes issued by the refinery and also the bill in original to the Engineer in charge.~~
4. ~~The Registration Number of transport tanker carrying the asphalt shall be furnished by the contractor.~~
5. ~~The test certificate regarding the grade of asphalt as well as test result of asphalt from GERI Laboratory or other Laboratory approved by R & B Department shall have to be produced.~~
6. ~~The difference between two actual rates of purchase as per original bill produced and the star rate as indicated below for the quantity of asphalt actually used in the work and work is completed during original time limit only will be paid/recovered after the asphalt is consumed in said part of work. No Escalation for the works estimated to cost up to 5 lacs and remaining use of asphalt will be payable.~~
7. ~~The difference will be payable/recoverable from the date of issue of work order and this price variation will not be subject to any ceiling.~~

~~8. No advance payment or secured Advance will be payable against asphalt.~~

~~9. This part of clause for price variation of asphalt will be applicable for works estimated to cost above Rs. 5 Laes and involving use of asphalt.~~

~~(Authority R & B D GR No. TNC 1089 (4) C , dated 31-8-1991 modified vide G.R.s of even numbers dated 5-10-1991 & 7-4-1992, 21-10-2005 and G.C.No. STR 1097 182/H dated 27-11-97 and 21-11-98 Misc-1093 UO-59-40 C dated 16-6-2001 and No. S.T.R. 10-2001 M-34/29/H dated 4-10-05 of R & B D)~~

CLAUSE 61 : FENCING AND LIGHTING :

(a) The contractor shall, unless otherwise specified, be responsible for the proper fencing, lighting guarding and taking of the necessary safety measures for all works comprised in the contract and for the proper provision of temporary road, way, foot-way , guards, fences, caution notices, etc. as far as the same may be rendered necessary by reasons of the work for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and the public and shall remain responsible for any accident that may occur on account of his failure to take proper & timely precautions.

(b) All the arrangements made for fencing and lighting shall be maintained by the contractor through the currency of the contract till the physical taking over of the work by department.

CLAUSE 62 : LIABILITY OF ACCIDENTS TO PERSONS :

Responsibilities and liabilities If the contractor under Workmen's Compensation Act are given in clause No.37. In addition following shall also apply:

- (a) On the occurrence of an accident, which result in death of workmen employed by the contractor or which is so serious as likely to result in death of any such workmen the contractor, shall within 24 hours of happening of such accident(s) intimate, in writing to Engineer-in-Charge the fact of such accidents. The contractor shall indemnity Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Government as a to the provisions of the said act in regard to such accident(s).
- (b) In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act. whether by the contractor or by the Government as principal Employer, it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the Contractor, such sum or sum of money as may, in the opinion of the Engineer-in-charge, be sufficient to meet such a liability, The opinion of the Engineer-in-charge shall be final regard to all matters arising under this clause.

CLAUSE 63 : ACCESS TO SITE AND WORK ON SITE :

The Engineer may , if he considers fit from time to time, enter upon any land(s) which may be in possession of the contractor under this contract for the purpose of executing any work not included in this contract by agents or by other contractors, at this opinion and the contractor shall, in accordance with the requirements of the Engineer-in -charge , afford all reasonable facilities for execution of the work including occupation of lands by structure or otherwise for any other contractor employed by the Government and his workmen for the workmen of the Government who may be employed in the execution on or near the site of the work not included in the contract or of any contract in connection with or ancillary to the work and in default, the contractor shall be liable to the Government for any delay or expenses incurred by reason of such default. Provided always that if damage arising. Make a statement of the same to the Engineer-in-charge who shall from time to time, assess the value in his

judgement of such damage and the Government shall from time to time pay to the contractor the amounts (if any) accepted as justified by the Engineer-in-charge :

CLAUSE 64 : REPORTS REGARDING LABOUR :

The Contractor shall submit the following reports to the Engineer-in-charge :

- (a) (I) A daily report in the suitable form of the strength of labor, both skilled and unskilled employed by him on the work(s). The contractor shall increase or decrease the strength both skilled or unskilled . if directed by the Engineer-in-charge. The submission of such reports shall not, however , relieve the contractor of his responsibilities and duties regarding progress or any other obligation under the contract
- (ii) A classified weekly return in the suitable form of the number of person employed on the works during the preceding week.
- (iii) A weekly medical report in the suitable form showing the health of the contractor's camp. The number of persons ill or incapacity and the nature of their illness.
- (iv) A report of any accident, which may have occurred, to be sent within 24 hours of the occurrence.
- (v) Such other report as may be prescribed.

CLAUSE 65 : Treasure Trove :

In the event of discovery by the contractor or his employees, during the progress of work of any gold, silver, oil or other minerals of any description and precious stones , treasures, coins, antiquites, relic, fossils or other articles or value of interest whether geological, archaeological or any other such treasure & other things shall be deemed to be the absolute property of the Government and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-charge , from time to time, and relieve the same to such persons as the Engineer-in-charge may appoint.

The contract shall take all reasonable precautions to prevent his workmen other person from removing or damaging any such articles or things, immediately after the discovery thereof and before removal acquaint the Engineer-in-charge with discovery and carry out his orders for the disposal of the same.

CLAUSE 66: Indemnity:

The contractor shall indemnify the Government against all actions, suits, claims & demands through or made against the Department in respect of work of this contractor against any loss damage to Department in consequence of any action or suit being brought against the contractor for anything done or omitted to be done in execution of the work of this contract.

CLAUSE 67 :Insurance of Labors :

The contractor shall be responsible to arrange for insurance of all laboures, skilled and unskilled workers, supervisors etc. employed by him as per labour regulation of the State.

CLAUSE 68: Setting Out :

The contractor shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labour in connection therewith . if , at any time during the progress of the work, any errors, appear or arise in the position , levels, dimensions or alignments of any part of the work, the contractor, on being required to rectify such errors by the Engineer-in-charge shall at his own expense do so to the satisfaction of the Engineer-in-charge . if however, such error is based on incorrect data supplied in writing by the Engineer-in-charge , the expenses of rectifying the same shall be borne by the Department. The checking of and setting out of any line or level by the Engineer-in-charge or his representative shall not in any way, relieve the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all bench-mark, site-nails, page and other things used in setting out of the work(s)/

CLAUSE 69 : Cement Register :

A register in the prescribed form showing day-to-day receipt, consumption and balance of cement on site of work will be maintained by the Department, which shall invariably be signed daily by the contractor or his authorised representative in token of its correctness.

CLAUSE 70 : Materials and Works Test Register :

A register in the prescribed form showing day-to-day receipt, consumption and balance of cement on site of work by the Department and every entry thereof shall invariably be signed by the Contractor or his authorised representative in token of its correctness.

CLAUSE 71 : Progress Schedule :

(a) The contractor shall furnish within one month (unless extended by the Engineer-in-charge) of the order to start the work, the progress schedule in quadruplicate indicating the date or starting. The monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of, procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item , order and manner in such it is proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Engineer-in-charge. Further the dates for the progress , as in this schedule shall be adhered to.

(a) in case it is sound necessary, at any stage to alter the schedule. the contractor shall submit in good, time a revised schedule incorporating necessary modification proposed and get the same approved from the Engineer-in-charge . No revised schedule shall be operative without such acceptance in writing. The Engineer-in-charge is further empowered to ask for more detailed schedule or schedule. any by week, for any item or items and the contractor shall supply the same as and when asked for.

(b) The Engineer-in-charge shall have, at all times, the right, without in any way vitiating this contract forming grounds for any claim, to alter the order of the work of any part thereof and the contractor shall after receiving such direction, proceed in the order directed. The contractor shall also revise the progress. Schedules accordingly and submit four copies of the revised schedule to the Engineer-in-charge within seven days of the said Engineer's direction to alter the order of works.

(c) The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress-schedule, The working and shift shall comply with all the Government regulations in force and shall be such, as may be approved by the Engineer-in-charge and the same not be varied without the prior approval of Engineer-in-charge.

(d) The contractor shall from time to time . as may be required by the Engineer-in-charge. furnish the Engineer-in-charge with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Engineer-in-charge may, if he considers necessary at any time advise alternation in the same. which the contractor shall adopt on notice thereof.

(e) The progress-schedule(s) shall be in the form of progress chart, forms, statements and/ or reports as may be approved by the Engineer-in-charge.

The contractor shall submit four copies showing the progress of the work in the form of a chart etc. at periodical intervals as may be specified by Engineer-in-charge.

(f) The approval of the progress schedules by the Engineer-in-charge shall not relieve the contractor of schedule required by the Engineer-in-charge and shall not entitle the contractor to any extra payment.

CLAUSE 72 : Secured Advance To Contractor :

Signature of the Contractor

Signature of the Chief Officer

- (1) Before any secured advance for metal is paid to the contractor, the metal shall have to be tested for its quality in the laboratory. Contractor's request for such secured advance will be considered only after test results of metals are received and results are satisfactory. (As per Government circular No. SSR 1070-1B-191-22-S of 5-3-92)
- (2) Advance on security of materials brought to site will not exceed 75% of the value (as assessed by the Executive Engineer) of such material provided that they are of imperishable nature.
- (3) Recovery of advances will not be postponed until the whole of the work entrusted is completed. Secured advance will be recovered within 3 month in which secured advance is given even if material is not utilised in the work.
- (4) Secured advance is permissible on materials which are all actually brought on site and are required by the contractor for use on items of works for which rates for finished work have been agreed upon.
- (5) Secured advance will be given only on materials for which the full value is paid by the contractor to the seller.

CLAUSE 73: Advance Payment :

~~Advance payment for the work done, but not measured, may be made upto 80% of the approximate value of the work done as shown in the progress reports of approximate measurement Sheets with location furnished by the sub-Divisional Officer subject to the following conditions :-~~

- ~~(1) That in the case of advance payment on the item of earth work payment should be made on the basis of detailed measurement except during the monsoon period (June to September).~~
- ~~(2) That the detailed measurements should be recorded within one month from the date of payment of the bill incorporating the advance payment. However in the case of sectional measurements of earth work, detailed measurement should be recorded within three months instead of one month stipulated above.~~
- ~~(3) If , on recording of the detailed measurements , it is found that the advance payment was made for more amount than the value of work now measured, excess payment shall be refunded forthwith by the contractor on demand, if it cannot be adjusted from the bill in which the item/s on which advance payment was given are recorded by measurements.~~

CLAUSE 74— Advance Against Machineries:

- ~~1. Secured advance on plants and machineries to the site of admissible for contracts to cost more than Rs. Ten Lacs.~~
- ~~2. Simple interest in such advances granted to contractor against and machineries brought to work sites be charged at the rate of.....% per annum.~~
- ~~3. The recovery of the advance shall be effected from the second month from the month in which advance is given and full recovery will be completed by the time seventy five percent of scheduled time is completed.~~
- ~~4. Such advance will be limited to 5 percent of the estimated amount put to tender.~~
- ~~5. The advance will be granted for the plant and machinery actually brought to site of work.~~
- ~~6. The machinery and equipment on which th advance is granted shall be of full undisputed ownership of the contractor, and they shall be hypothecated to Government and also comprehensively insured till the advance is fully recovered. The hypothecation deed shall be executed separately before the advance is actually given~~
- ~~7. The advance will be granted as 75 percent of the cost new equipment for which the contractor is able to produce purchase vouchers and other documents this will not be applicable in the case of second hand equipment purchased the contractor.~~
- ~~8. In the case of used or second hand equipment by the contractor, advance will be allowed at 50 percent of the value of the equipment arrived at in the following manner:-~~

- (a) ~~For used equipment for which the records of original purchase price and past utilisation are available, depreciated value, so worked out will be subject to the confirmation by Mechanical wing of the Department.~~
- (b) ~~For used equipment, for which proper records of purchase price and past utilized are not available, the value will be assessed by a committee of Executive Engineers of Civil and Mechanical Wings. The assessed will be based on the probable age of the equipment, its present condition and its probable depreciated value. In working out depreciation age of the equipment, its present condition and its probable department of spares repair, reconditioning of the equipment shall not be taken into account towards the capital cost. The value arrived at by committee will be fine.~~
- ~~9. No advance may be allowed for equipment which is more than 8 years old or which has already worked for more than 80 percent of its life.~~
- ~~10. No advance shall be given on transport vehicles like jeeps, station wagons, estate car and such other vehicle ordinarily required for transport purposes.~~
- ~~11. The recovery will have to be completed within the stipulated period of completion of work i.e.....months.
(Specified advance on plant and machinery brought on site of work can given to contractor only after prior approval of the Government (G.P.W. Vol. 1 para 344 C(i))~~

CLAUSE 75 - Mobilization Advance :

Mobilization advance to the extend of 5% of the estimated cost may be granted at the commencement of the work after the contractor has set of camp on site has brought machinery, equipment and centering etc. For well-sinking and has completed the work of service road, water supply and lighting arrangements on the site of work. **Which are estimated to cost over Rs. 40 Lacs.**

1. The advance bill carry a simple interest at the rate of 18 (Eighteen) % per annum.
2. The recovery of advance shall commence from the sixth month from the month in which the advance is paid and full recovery of advance and interest shall be completed by the end of 16 (Sixteen) Month from the date of issue of work order in other words, the recovery of advance and interest will spread over a spell of 10 (Ten) months or less as above in equal installments.
3. Bank Guarantee from a scheduled commercial bank shall have to be produced for the amount of advance applied for, the bank guarantee can be scaled down to the extend of recovery of advance.
4. Mobilization advance will be treated as interest bearing refundable loan for the purpose, the responsibility of the contractor for the refund of mobilization advance is absolute and not dependent upon the completion of the work. The contractor will have to refund the advance with accrued interest irrespective of the fact whether the contract is breached by either party or abandoned or finalized prematurely. (Govt. R&B Deptt. Reso. No. TCF-1382/(8) J, Dated 22-4-1985.

CLAUSE 76:

Before starting the work, the contractor will have to obtain the license from the District Assistant Labour Commissioner under the Contract Labour (Regulation and Abolition) Act. 1970 and contract Labour (regulation and Abolition) Gujarat Rules 1972 after paying necessary fees and deposit on the basis of the number of laborers to be employed on the work and will have to supply two true copies of the said license to the Deputy Executive Engineer before the work is started.

Signature of the Contractor

Signature of the Chief Officer

CLAUSE 77: One percent of estimated cost put to tender for this work after deducting the cost of materials as per Schedule 'A' valued at basic rate in the sanctioned estimate shall be deducted from the running account bills of the contractor for testing the quality of materials and workmanship, no additional testing charges in addition to the above shall be recovered from the contractor (Applicable to R & B Works only) (G.R.No. R & B TNC-1085-4-C, Dated 20-12-91)

The engineer in charge will get the cement and steel tested in laboratories of GERI, Engineering colleges, Polytechnics, Engineers India Ltd., DGTD and other laboratories approved by R&B or water resources department or industries department and the test results of these laboratories will be binding to the contractor above suitability of use of materials (R&B D GR NO.TNC-1088-IB- 220-18-C dated: 31-5-05).

However, in respect of works involving use of asphalt, the contractor will set up the site testing laboratory and will provide testing instruments etc. as under:

Laboratory: The contractor will construct pucca structure of minimum 25 square meter area duly connected with water and electric supply to house site testing Laboratory.

Instruments: The contractor will provide and install the instruments as per following. I.S. Standard to carry out the test prescribed therein.

- | | |
|--|--|
| 1. Penetration test as per I.S. 1203 | 2. Softening point test as per I.S. 1204 |
| 3. Ductility test as per I.S. 1208 | 4. Viscosity test as per I.S.1206 |
| 5. Specific gravity test as per I.S.1202 | |

The instruments provided should be as per I.S. Standard, so certified and be regularly and periodically calibrated. Frequency of tests will be as indicated in specifications and as referred in R. & B. D. G.R. No. SSR-1099-IB/91(9)-c dated 26-7-1999