

GENERAL CONDITIONS

1.0 Definition of Terms.

In constructing these general conditions and contract documents, the following expressions shall have the meaning herein assigned to them unless there is something in the subject or context inconsistent with such construction.

- I. The "Government" shall mean the Governor of Gujarat and shall unless excluded by or repugnant to the context, include his successor's in office and accepted assigns.
- II. The "Contractor" shall mean the tenderer whose tender shall have been accepted by the Government and shall include the tenderer's legal personal representative successors and assigns. The "Sub Contractor" shall mean the person named in the contract for any part of the work or any person to whom any part of the contract has been subject with the consent in writing of the Engineer and the legal representatives, successors and assigns of such person.
- III. The "Engineer" or "Engineer in charge" of the "Executive Engineer" shall mean the Executive Engineer, Shedhi Irrigation Division, Nadiad for the time being or such other officer as may be duly authorized and appointed in writing by the Government to act as the Engineer for the purpose of the Contract. The Engineer when named as final authority for decision shall mean the Superintending Engineer, Mahi Irrigation Circle, Nadiad up to whom the contractor shall have a right of appeal when the contractor is not satisfied with decision of the Executive Engineer.
- IV. The Chief Engineer" shall mean the Chief Engineer (C.G) & Additional Secretary. NWRWS & Kalpsar Dept. Gandhinagar.
- V. The "Contract" shall mean and include the invitation for tenderer, work and site conditions general conditions, printed B-1 form with all its appendices special conditions and detailed specifications, the contract drawing and any letters issued modifying the conditions of contract and the contract between the contractor and the Government.
- VI. The "Specification" shall mean the specifications annexed to these general conditions and the schedule there to (if any) and is laid down or implied in the contract documents.
- VII. "Site" shall mean the land and other places on, under, in or through which works are to be executed or carried out or any other lands or places provided by the Government for the purposes of the contract and includes such other areas as approved by the Superintending Engineer, Nadiad.
- VIII. "Construction Plant" shall mean all appliances, machinery, equipment, livestock or things of whatsoever together with necessary supplied or un-kept and maintenance required in or about the proper execution, completion or maintenance of the work of temporary works, but not include materials or other things intended to form or inform part of the permanent works.
- IX. "Temporary work" shall mean all temporary works of every kind required in or about the proper execution completion of maintenance of the work.
- X. "Month" shall mean the calendar month.
"Writing" shall include any manuscript, typewritten or printed statement under or over signature and seal as the case may be.
- XI. "Tendered rates" shall mean the rates entered in words in Scheduled B of the tender by the contractors and as under rules 10-A, 10-B 10-C and 10-D of the general and directions for the guidance of contractors.

2.0 Contractor's obligations.

- i) The contractor shall be deemed to have carefully examined the work and site conditions, the general conditions, the special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of works and to have fully informed himself regarding the local conditions.

If any doubt to meaning of any portion of these general conditions of the special conditions of the scope of work of the specifications or any other matter concerning the contractor, he shall, in good time before submitting his tender set forth the particular thereof, and submit them to the Engineer in order that such doubt may be removed.

ii) The contractor shall, unless in cases specially provided for, make all payments and at his own expenses under taken to do all things and supply all labour, materials, construction plant, temporary works, transport, supervision and everything whether of a temporary nature or a permanent maintenance of the works, and for performing the obligations of the contract or under the contract, or which the N & WRD would have to undertake to do or supply had the N & WRD carried out the contraction completion and maintenance of work.

3.0 After the contract has been accepted by the Government all orders or instructions to the contractor shall except as herein otherwise provided be given by the Engineer on behalf of the Government.

4.0 Government authorized to withhold payment due to the contractor.

The Government shall have lien on and over all money payable to the contractor under his contract, and also over this security deposits withhold or recoveries made under relevant clauses of this contract, in respect of any Government taxes or other means which may become payable to Government by the Contractor either alone or jointly with another person under the provisions of the Government Acts or any other statutory enactments in force in modification or substitution thereof.

Government shall at all times be entitled to deduct the said sum or tax from contractor from the Moneys, securities or deposits which may become payable or returnable to the contractor under the Contract.

5.0 Authority of the Engineer-in-Charge.

Save in so far as it is levelly or physically impossible, the contractor shall execute, complete and maintain the works in strict accordance with contract under the directions and to the entire satisfaction of the Engineer-in-charge and shall comply with the strictly to the Engineer in charge's instructions and directions on any matter whether mentioned in the contract or not. The Engineer-in-Charge shall decide all questions and work executed, manner of execution, rate of progress of the works. Interpretation of plans and specifications and acceptable fulfillment of the contract on the part of the contractor. He shall determine the amount and quality of work performed and materials furnished and his decision and measurement shall be final. In all such matters and in any technical questions which may arise touching the contract, his decision shall be binding on the contractor.

6.0 Contract drawings and specifications.

a) Supply of set of contract drawings and certified copy of accepted tender will be governed by clause 13 of the B-1 form.

b) The drawings which form part of these specifications show the work to be done in as much details as is possible at the present stage. They will be supplemented or superseded by such additional detailed drawings as may be necessary as the work progresses. The contractor shall perform the work of these features and in accordance with these additional or revised drawings, as the case may be and at the applicable rates as per the contract. Revised and/or additional drawings will be available for inspection in the office of the Executive Engineer, Shedhi Irrigation Division, Nadiad and if copies of the same are required by the contractor three sets of such revised and/or additional drawings will be given free of cost on request, Additional copies of the same will be supplied at Rs. 50 (Rupees fifty only) per each of such additional copies of each drawings.

c) The contractor shall check all drawings carefully and advise the Engineer immediately of any errors of omission discovered. The contractor shall not take advantage of any kind of any error or omission in the drawings supplied. If the contractor does not point out any mistake he shall have to face the consequence thereof and bear extra cost, if any incurred by him on this account.

7.0 Use of Site.

a) The contractor shall be permitted to use without any charge the site and all lands required for the permanent occupation of the works. He will also be allowed during the period of his contract the use of any other lands at the rates under clauses 54 (B-1) of tender in the vicinity of the work and when the Engineer may consider such use to be necessary for bona-fide purpose of works, the contractor shall not commence any operation on such lands except with prior approval of the Engineer. Engineer may

consider such as to be necessary for bona-fide purpose of work. The contractor shall not commence any operations such lands except with prior approval of the Engineer.

b) All areas of operation, including those for his staff and labour colonies over to be the contractor shall be cleared and handed back in good conditions to the Engineer except areas under works constructed as per this contract or those for which constructed as per this contract or those for which specific approval has been obtained from the Engineer.

The contractor shall make good, to the specifications of the Engineer, any damage or alternations made to areas which he has to hand back or other properly or land handed over to him for purpose of this work.

c) Temporary structure may be erected at his own expense by the contractor for Storage sheds, offices, residence etc. for non-commercial use on the land handed over to him and with the permission of the Engineer. These structures shall comply with all regulations that may be in force and/or specified by the Engineer with regards thereto. For such non-commercial use of land and rent shall be charged at the rate of Rupees 5 per month per every hectare or fraction thereof as mentioned under clause 54 (B-1) of the conditions of contract.

d) The contractor shall preserve all existing vegetation such as trees on or adjacent to the site which do not interfere with construction as determined by the Engineer. The Contractor shall take all possible precautions in felling trees authorized for removal to avoid any unnecessary damage to vegetation and trees not to be felled and to structures under construction or workman and shall be responsible for any damage if it occurs in such operations.

All produce from cutting of trees, grass etc. shall be the property of Government and shall be stacked at the place specified by the Engineer. No claim shall be made for such cutting and stacking of trees or grass etc. by the contractor.

e) The lands shall, as herein before mentioned, be handed back to the Engineer, within one months after the completion of the work under this contract. Also no land shall be held by the contractor longer than the Engineer shall deem necessary and the contractor shall, on due notice by the Engineer, vacate/return the land which the Engineer may certify as no longer required by the contractor for purpose of the work.

8.0 Base line and Grid

a) Permanent base lines and cross lines shall be established at sufficiently close intervals with bench marks at all corner points to serve as "Reference Grid" the contractor shall provide at his expense all templates pillars, stakes, equipments, materials and labour for establishing the Grid lines and pillars and shall responsible for their proper maintenance during the whole period of construction. These shall be laid out with prior approval of and checked by the Engineer. No base line or bench or reference mark shall be used as reference line, mark or level for the work without prior approval of the Engineer in charge. The contractor shall maintain a certified copy of such approved reference lines, marks and levels, and shall not remove any of them without the prior approval of the Engineer-in-charge.

b) The contractor shall lay out the work from these reference base lines in consultation with the Engineer in charge and shall be responsible for the correctness of all measurements and level in connection there with, notwithstanding the fact that the same might have been checked by the contractor's staff.

c) The contractor shall be responsible for proper execution of the work to such lines, grades as may be specified in the drawings or established or indicated by the Engineer.

9.0 Fencing and lighting.

a) The Contractor shall unless otherwise specified be responsible for the proper fencing, lighting, ventilation, guarding and taking of the necessary safety measures for all works comprised in the contract and for the proper provision of temporary roadway, foot passengers or other traffic and or owners and occupiers of adjacent properly and of the public and shall remain responsible for any accidents that may occur on account of his failure to take proper and timely precautions.

b) Lighting.

All the works, approaches shall be adequately illuminated with electric lights to the inspection and passing by the Electrical Inspector to Government authorized under the Indian Electricity Act, Any addition and alternation or omission shall be got approved from the Engineer and got certified from the Electrical Inspector. Work spots such as faces of excavations, concreting, masonry work etc. shall be adequately flood light to the satisfaction the Engineer.

Whenever more than one agency is working in the same area, the contractor who has already provided lighting arrangements shall extend the facilities to the other contractor who shall pay for facility at mutually agreed rates. In case of dispute, the matter shall be decided by the Engineer whose decision shall be final.

c) All the arrangements made for fencing and lighting shall be maintained by the contractor throughout the pendency of the contract till physical taking over of the work by the Department.

d) If after all the work under this contract is completed and accepted as such and in case the Engineer so directs, the contractor shall maintain the lighting, drainage, communication facilities etc. up to a date determined by the Engineer.

The payment for such services maintained on direction after the completion and acceptance of the work under this contract shall be made at rates as the Engineer may determine/The maintenance of these services during the pendency of the work is however the contractor's responsibility and at his cost except where otherwise specified.

10.0 Liability for accidents to persons.

Responsibilities and liabilities of the contractor under workmen Compensation Act are given in clause.16, 37-A and 37-B of the B-1 form, in Addition shall also apply;

a) In the occurrence of an accident which result in death of workman employed by the contractor or which is so serious as likely to result in death of any such workmen, the contractor shall within 10 hours of happening of such accidents intimate in writing to the Engineer the fact of such accident, / The contractor shall indemnify Government against all loss of damage sustained by the Government, resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties of files, if any payable by the Government as a consequence of Government's failure to give notices under workman's compensation act or otherwise to conform to the provisions of the said Act in regard to such accident.

b) In 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 principal, it shall be lawful for the Engineer to retain out of money due and payable to the contractor, such sum of money as in the opinion of the Engineer be sufficient to meet such liability. The opinion of the Engineer shall be final in regard to all matters arising under this clause.

11.0 Access to site and work on site.

The Engineer may if he considers fit from time to time enter upon lands which he in possession of the contract under this contract of the purpose of executing works not included in this contract and the purpose of executing any works not included in this contract and may execute such works not including in this contract by agents or by other contractors at his option and the contractor shall in accordance with the requirements of the Engineer, offered all reasonable facilities for execution of the works including occupation of lands by structures or otherwise for any other contractor employed by the Govt. and his workmen or for the workmen of the Govt. who may be employed in the execution on or near the site of 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 Govt. for any delay or expense incurred by reason of such default provided always that if the exercise of those powers shall cause any damage and the Govt. shall from time to time pay to contractor of the amount (if any) accepted as justified by the Engineer.

12.0 Opening out of work.

The Engineer consider, if necessary in order to satisfy himself as to the quality to the work, the contractor shall at any time during the continuance of the contract pull down or cut or open any part of the work and make such of things into and to such extend though the same as the Engineer may direct and contractor shall make good the same at his cost and to the satisfaction of the Engineer.

13.0 Contractor to keep inventory of plant etc.

The contractor shall prepare and maintain an inventory of all materials, Temporary rolling stock, plant purchased or hired for use or employment or for any of the propose of this contract and such inventory or a copy thereof shall at all times be available for inspection by the Engineer, a complete and up to date copy of the inventory shall be submitted to the Engineer in the beginning.

14.0 Progress Schedule.

a) The contractor shall furnish a progress schedule at the time of paying security deposit in quadruplicate indicating the date of start, the day to day progress expected to be achieved and the stipulated date of completion of each major item or work to be done by him, also indicating dates of procurement and setting up of materials, plant and machinery. The schedule should include and statement of proposed general and detailed arrangements for carrying out works and of time, order and manner in which it is proposed that these shall be executed. The schedule should be framed keeping requirement of clause of B-1 form in view and be such as is practicable of achievement towards completion of the work in the time limit and of the particular items on due dates specified in the contract and shall have the approval of the Engineer. Further, the dates for the progress as in this schedule shall be adhered to.

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

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

d) The contractor shall from time to time as may be required by the Engineer furnish the Engineer with a statement in writing of the arrangement he proposes to adopt for the executing of this contract and the Engineer 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 shall be in the form of progress charts, forms statements and/or reports as may be approved by the Engineer.

The contractor shall submit four copies showing the progress of the works in form and charts etc. at say weekly or periodical intervals as may be specified by the Engineer.

f) The approval of the progress schedule by the Engineer shall not relieve the contractor of any of any of his duties and responsibilities under the contract. The adoption of any modification in the schedule required by the Engineer shall not entitle the contractor to any extra payments.

g)

15.0 Reports regarding labour.

The contractor shall submit the following reports to the Engineer-in-charge.

i) A daily report in a form as may be prescribed of the strength of labour, both skilled and unskilled, employed by him on the works. The contractor shall increase or decrease the strength both skilled or unskilled if directed by the Engineer in- charge. The submission of such reports shall not however, relieve the contractor of his responsibilities and duties regarding progress or any other obligations under the contract.

ii) A Classified weekly return in the prescribed form of the number of persons employed on the works during the preceding week.

iii) A weekly medical report in the prescribed form showing the health of the contractor's came, the number of persons will or incapacitated and the nature of their illness.

iv) A report of any accident which may occurred to be sent within 12 hours of the occurrence.

v) Such other reports as may be prescribed.

16.0 Other contracts for the work.

Government has the right to spilt up the corporate work detailed in the work and site conditions into district items and this contract shall apply only to these times which shall have been specified in this contract.

Should the Government enter into there contract for specified items of the corporate work, each contractor shall co-operate with others to the fullest extent and shall allow to each other every facility and co-ordination for execution of their works simultaneously and satisfactorily, as intended in these designs, satisfactorily, as intended in these designs, specifications and drawings.

Should there be a dispute or disagreement between the contractors for any cause whatever, same shall be referred to the Engineer, whose decision regarding the co-ordination and facilities to be provided by any of the contractors to the other shall be final and binding on all parties and such a

decision or decisions shall not vitiate any contract not absolve the contractor of his responsibilities under the contract from the ground for any claim or compensation.

17.0 Interest Money due to the Contractor.

No omission by the Executive Engineer to pay the amount due upon measurements or otherwise shall vitiate or make void the contract nor shall the contractor be entitled to interest upon any guarantees fund of payment in arrears nor upon any balance which may, on the final settlement of his account be due to him.

18.0 Contract document and matters to be treated as confidential.

All documents correspondence, decisions and others matters concerning the contract shall be considered as confidential and restrict nature by the contractor and he shall not divulge or allow access to them to any unauthorized person of any kind.

19.0 Personal of the Contractor.

- a) The contractor shall at all times maintain a staff of qualified Executive Engineers and Supervisors of sufficient experience of similar other jobs, to assure that the quality of works turned out shall be as intended in these specification. The contractor shall also maintain at the work manager of sufficient status, experience and office and duly authorized him to deal with all aspects of the day to day works. All communications to and commitments by this works manager shall be considered binding on the contractor.
- b) The contractor shall supply to the Engineer, details of names, qualifications and experience in regard to all supervisory staff employed by the contractor and notify changes when made and satisfy the Engineer regarding the quality and sufficiency of staff thus employed.
- c) The Engineer in charge will have the unquestionable rights to ask for changes in the quality and number of contractor's supervisory staff and to order removal such staffs. The contractor shall comply with such orders and effect replacement to the satisfaction of the Engineer.

20.0 Co. Operation with other construction agencies.

The contractor shall in accordance with the requirements of the Engineer in charge afford all reasonable facilities for any other contractor and piece workers employed by the N & WR Department and their workmen and for the workmen of the N & WRD and of any other properly authorized authority or statutory bodies who may be employed on the execution on or near the site of any work not included in the contract or of any contract which the N & WRD Department may enter into connection with ancillary to the work.

The contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by of an contractors or piece workers or by N & WRD and shall as far as possible arrange his work and shall place and dispose off materials being used or removed so as not to interfere with the operations of the contractors piece workers or the N & WRD. He shall join his work with that of others in an acceptable manner and shall perform it in proper sequence to that of others.

The contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and save Government from any and all damages and claims that may arise because of inconvenience, delay or loss experience by him because of the presence and operations of others working on or near the site. He shall assume all responsibility for all works not completed or accepted because of the presence and operations of other contractor or piece workers or of the public works department.

21.0 Notice how to be given.

Where any legal or other notice or any other or any direction is to be given to or served upon the contractor, If shall be deemed to be duly given or served, if it shall have been wither delivered personally or to his recognized agent (including in the case of company, the Secretary of such company) or delivered at pr sent through the post addressed to the contractor at the contractor's office on the site or sent through the post addressed to the last known place of business or abode of the contractor or in the case of a company to its registered office and in the case of a firm of contractors a notice or other documents, which shall be so given to or so served on any one of the partners in such firm, shall be deemed to have been given to or served on all of them.

22.0 Cost of facilities and incidental works.

The cost of all the facilities, or any other incidental works etc. as described in various clauses that may have to be provided by the contractor for the purpose of this contract shall be borne by the contractor and no payment shall be made for the same unless specifically mention nor stipulated.

23.0 Damage by Floods or accidents.

The contractor shall take all precautions against damage to the works by floods or from accidents. No compensation shall be allowed to the contractor for his plants or materials or damaged by floods or from other. The contractor shall be liable to make good any damage to the work or the plant or material of N & WRD lost damaged by floods or from any other cause, while in charge of the contractors.

24.0 Treasure trove.

In the event of discovery by the contractor of his employees during the progress of work, of any gold, silver, oil or other minerals of any description and previous stones, treasures, coins, antiquities, relics, fossils or other articles of value or interest, whether geological, archeological or any other such treasure and 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.

25.0 Indemnity.

The contractor shall indemnify the N & WR Department against all actions, suits and demands brought or made against N & WR Department in respect of any matter of things done or omitted to be done by the contractor with execution of or in connection with the works of this contract and against any loss or damage to the N & WRD in consequence of any action or suit being brought against the contractor for any thing done or omitted to be done in execution of the works of this contract.

26.0 Progressive measurements of Materials and works.

If in the opinion of the work Engineer, the progress on works achieved by the contractor is not adequate, the period between the successive the progressive measurements as in clause 10 of printed B-1 form may be at discretion of the Engineer be extended to beyond a month.

27.0 Labour Conditions.

While employing skilled or unskilled labourers, the contractor shall give first preference to the persons certified to him by the Engineer or his duly authorized respective as persons adversely affected economically backward (i.e. BPL Holder).

28.0 Work order book.

A Work order book shall be maintained on the work and the contractor shall sign the orders given by the Engineer in charge or his representative agency and shall carry out the instruction properly as per direction.

29.0 Relations with public Authority.

The contractor shall comply with all proper and legal orders and direction given from time to time any local public authority and shall pay out of his own money any fees or charges to which he may liable.

30.0 Insurance of Labours.

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

31.0 Title of Clauses.

The titles of the clauses do not form part of the same and shall not affect their legal construction.

32.0 Jurisdiction.

The contractor shall be Governed by the laws of India for the time being in force and be subject to the jurisdiction of Indian Courts.

33.0 Construction of the Contract.

The contractor shall in all respect be constructed and operated as a contract as defined in the Indian contract Act 1872, and all payments made in rupees unless otherwise specified.

If progress is not maintain during the above periods as given by the tenderer in pursuance of clauses 2 of B-1 form and there is a rising trend in consumer price index the price rise of the corresponding previous period will apply to the work done in subsequent period provided the progress of work is not hindered for any departmental reasons.

34.0 સમય મર્યાદા અંગે ઠેકેદારને અગત્યની સૂચના.

(૧) આ કામ પૂર્ણ કરવાની કુલ સમયમર્યાદા 03 માસ છે. કામની સમયમર્યાદામાં ચોમાસાનો તથા સિંચાઈનો પીરીયડ ગણતરીમાં લેવામાં આવેલ છે. જેથી ઠેકેદાર દ્વારા ચોમાસામાં વરસાદના કારણોસર કામની સમયમર્યાદામાં વધારો માંગી શકાશે નહીં અને આ કારણોસર કોઈ પણ સંજોગોમાં સમય મર્યાદામાં વધારો મળશે નહીં.

(૨) ગુજરાત સરકારશ્રીના ન.જ.સ.પા.પુ. અને કલ્પસર વિભાગ ગાંધીનગરના હુકમ ક્રમાંક:- એમ.આઇ.સેલ/૧૦૨૦૧૦/૧૭, તા- ૦૨.૦૧.૨૦૧૪થી જે કારણો માટે વિભાગ સિધી રીતે જવાબદાર છે તેવા કારણોથી થયેલ વિલંબ માટે સમયમર્યાદા મંજૂર કરી શકાશે અને આવા કિસ્સામાં ઇજારદારને લીક્વિડિટી ડેમેજ માંથી મુક્તિ આપી શકાશે. પરંતુ, વિભાગ સિધી રીતે જવાબદાર નથી તેવા કારણોસર ઇજારદારશ્રીએ કરેલ વિલંબ માટે સમયમર્યાદા મંજૂર કરી શકાશે નહીં અને લીક્વિડિટી ડેમેજમાંથી મુક્તિ આપી શકાશે નહીં.

35.0 થયેલ કામના પેમેન્ટ સંબંધે ઠેકેદારને અગત્યની સૂચના.

(૧) ઠેકેદાર દ્વારા કરવામાં આવેલ કામ સામે સરકારશ્રી માંથી ઉપલબ્ધ ગ્રાન્ટની ફાળવણીની મર્યાદામાં ચુકવણું કરવામાં આવશે તેમજ થયેલ કામો સાથે ગ્રાન્ટની ઓછી ઉપલબ્ધીને લીધે ચુકવણું ઓછું થશે તો તે બાબત ઠેકેદારને માન્ય રાખવાની રહેશે. આ બાબતે ભવિષ્યમાં કોઈ વાંધો કે વળતરની માંગણી માન્ય રાખવામાં આવશે નહીં.

Signature of Contractor

**Executive Engineer
Shedhi Irrigation Division
Nadiad**