

TENDER FORM B2

INDEX

		Page No.
1.	NOTICE INVITING TENDERS	
2.	ADDITIONAL INSTRUCTIONS TO PERSONS TENDERING	
3.	GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS	
4.	MEMORANDUM OF WORK	
5.	TERMS & CONDITIONS OF CONTRACT	
Clause 1	Security deposit	
Clause 2	Liquidated damages for delay	
Clause 3	Default by contractor	
Clause 4	Action when the progress of any particulars portion of the work is unsatisfactory	
Clause 5	Non exercise of powers under clause 3 not a waiver	
Clause 6	Power to seize tools, plants, machinery's, materials and stores of the contractor on Invocation of clause 3.	
Clause 7	Extension of time limit	
Clause 8	Final Measurements and final bill on completion of work	
Clause 9	Intermediate and final Payment	
Clause 10	Payment at reduced rates	
Clause 11	Bills to be submitted monthly	
Clause 12	Bills and rates payable	
Clause 13	Material to be supplied by the Owner	
Clause 14	Consumption and return of materials supplied by the Owner	
Clause 15	Safe custody of materials supplied by the Owner	
Clause 16	Drawings / Designs, Instructions of the Engineer-in-charge and Specification, order of precedence in case of discrepancies	
Clause 17	Excess over Tender Quantities, Extra Items and Variations	
Clause 18	No claim to any payment or compensation for alterations or for Restrictions of work.	
Clause 19	No claim for delay in supply of materials by the Owner	
Clause 20	Claims under the contract	
Clause 21	Remedies for inferior or bad work, materials or workmanship and maintenance clause.	
Clause 22	Defect liability clause.	
Clause 23	Work to be open for inspection contractor's responsible agent to be Present	
Clause 24	Employment of qualified Site Engineer by Contractor	
Clause 25	Notice to be given before work is covered up	
Clause 26	Damage to contract work-in-progress and damages to surrounding Properties	
Clause 27	Damages due to acts of God and unprecedented floods	
Clause 28	Contractor to supply plant ladders, scaffolding etc and is libel for damage arising from non-provision of lights, fencing etc.	
Clause 29	Regulations for scaffolds, working platforms, gangways and stairways	
Clause 30	Regulations for hoisting appliances	
Clause 31	Measure for prevention of fire	
Clause 32	Liabilities to contractors for any damages done in or outside work	

Clause 33	Deleted	
Clause 34	Work not to be sublet; consequences for unauthorized subletting, bringing and becoming insolvent	
Clause 35	Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss	
Clause 36	Changes in the constitution of firm to be notified	
Clause 37	Works to be under directions of Engineer-in-charge/Consultant	
Clause 38	Settlement of Disputed and Arbitration	
Clause 39	Lump sums in estimates	
Clause 40	Action where no specifications	
Clause 41	Definition of work	
Clause 42	Contractors percentage-whether applied net or gross amount of the bill.	
Clause 43	Royalties	
Clause 44	Compensation under the Workman, Compensation Act	
Clause 45	Liability of the contractor in case of accidents	
Clause 46	Arrangements for personal safety requirements and First aid	
Clause 47	Variation in quantity of work	
Clause 48	Employment of famine or other labour	
Clause 49	Claim for compensation for delay in starting the work	
Clause 50	Claim for compensation for delay in the execution of work	
Clause 51	Entering upon or commencing any portion of work	
Clause 52	Minimum age of persons employed	
Clause 53	The payment of fair wages etc.	
Clause 54	Method of payment	
Clause 55	Employment of scarcity labour	
Clause 56	Rates inclusive of sales tax etc.	
Clause 57	Employment through Employment Exchange and local labour	
Clause 58	Fair wages	
Clause 59	List of Machinery	
Clause 60	Liabilities of contractor for idleness of Road Rollers deployed by the Owner on contract work	
Clause 61	Local labour on normal rates	
Clause 62	Land on Hire and rental charges	
Clause 63	Vaccination to labourers	
Clause 64	Camp facilities to workers	
Clause 65	Gum boots, hand gloves, masks etc. to labourers	
Clause 66	No distinction between Harijans and other workers	
Clause 67	Deleted	
Clause 68	Fencing and Lighting	
Clause 69	Liabilities for accident to persons	
Clause 70	Access to site and work on site	
Clause 71	Reports regarding labour	
Clause 72	Treasure trove	
Clause 73	Indemnity	
Clause 74	Insurance of labourers	
Clause 75	Setting out	
Clause 76	Cement Register	
Clause 77	Materials and Works Test Register	
Clause 78	Progress Schedule	

Clause 79	Secured Advance	
Clause 80	Advance Payment	
Clause 81	Advance against machinery's	
Clause 82	Mobilization Advance	
Clause 83	License for contract labour	
Clause 84	Recovery of testing charges	
Annexure-1	Declaration regarding Income Tax, Addresses etc.	
Annexure-2	Basic rates considered by the contractor	
Annexure-3	Performance Bond	
Annexure-4	List of works already completed by the tenderer	
Annexure-5	List of plant and Machinery	
Annexure-6	Declaration regarding works on hand	
Schedule- 'A'	Materials to be supplied from Store	
Schedule- 'B'	Memorandum showing items of works to be carried out	
Schedule- 'C'	Time Schedule of completion	

ADDITIONAL INSTRUCTIONS 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 within the time span stipulated. Contractor may be required to furnish the Owner 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 enquires 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 constructing, completing and maintaining the works.
- 2.1 The tenders shall be received only under "Registered Post" or "Speed Post" No other system, namely receiving of tenders by Hand Delivery 'or' by Express Delivery 'or' in person, should be adopted under any circumstances.
 - (i) Late tenders (i.e. tender received after the specified time of opening), delayed tenders (i.e. tenders received before the time of opening but after due date and time of receipt of tenders) and post tenders offers shall not be opened and considered at all.
 - (ii) The tenders received (by registered post) after time & the date specified in the tender notice shall not be received by the concerned office from the postmen, for which, date and time may be recorded on the cover of the tender as to when tender was refused by the Person-in-charge.
 - (iii) Necessary records should be maintained for refusal of such tenders in the registers for receiving tenders and should be initialed by the concerned Officer.
3. **Payment** – The tenderer must understand clearly that the rates quoted are for completed works and include all cost due to labour, scaffolding plant, supervision, service work, power, royalties and octroi etc. and 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 tenderers 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 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 there in shall not relieve him from any risks or liabilities arising out of or consequent upon the submission of the tender.
4. **Tender forms** – Every 'blank' in the form of the tender and in the schedule must be filled up by the tenderer and must return the document sent herewith.
5. **Erasures** – Persons tendering are informed that no erasures or alterations by them in the tax of the document sent herewith would be allowed and any such erasures or alterations will be disregarded. If there is, any error in his writing, no overwriting should be done, the wrong word or a figure, should be struck out and the correct one written above or near it in unambiguous way. Each correction should be initialed.

Contractor to please read this carefully:

1. The Percentage in Schedule 'B' must be given in words and figures: Amount thus worked out must also be entered in column and the tenderer must strike out grand total of amount.
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 contractor shall pay Earnest money in the form of 'Cash' or Demand Draft in favour of Owner. Earnest money will not be accepted in form of cheque, Bank Guarantee.

General Rules and Directions for the Guidance of Contractors

1. All works proposed to be executed by the contractor shall be notified in a form of invitation to tender pasted on a board hung up in the office of Owner.
This form will state work to be carried out as well as the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be paid by the successfully tendered and percentage, if any, to be deducted from bill. /It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawing and estimate rates, and any other documents required in connective with work which shall be signed by the Owner for the purpose of identifications shall also be open for inspection by Contractor at the office of the Owner during office hours.
Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the Owner, such specifications with designs and drawing shall form part of the accepted tender.
2. In the event of tender being submitted by a firm. It must be signed separately by each partner thereof in event of the absence of any partner it will be signed on his behalf by person holding a power of attorney authorizing him to do so. Details of partner will be furnished in Annexure-I along with the copy of partnership deed.
3. Receipt for payments made on account of any work, when executed by a firm, shall also be signed by all the partners except where the Contractors are described in their tender as a firm which case receipt shall be signed in the name of the firm by one of the partners or some other person having authority to give effectual receipt for the firm.
4. Any person who submits a tender shall fill up to the usual printed form including the column total according to estimated quantities stating at what rate he is willing to undertake each item of the work. Tender which proposes any alterations in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other condition of any sort will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender, for each, tender shall have the name and the number of the work (to which they refer) written outside the envelope.
5. At the time of tender opening only authorized representatives will be allowed to remain present. No other contractors will be allowed.
In case, there is no tenderer or their representative present, Owner will open tender. Tender opening officer will complete tender opening procedures and tender E.M.D. deposit will be handed over to concern officer.
6. The officer without giving any clarification or reasons. Competent to dispose off the tenders shall have the right of rejecting all or the tenders.
7. No receipt for any payments alleged to have been made by a Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Owner unless it is signed by the Owner.
8. The memorandum of the work to be tendered for and schedule of materials to be supplied by Owner and their rates shall be filled and completed by the Owner before the tenders form is issued. If a form issued to intending tender has not been so filled in and completed, he shall request the said officer to have it done before he completes and delivers his tender.

9. All works shall be measured net by standard measure and according to the rules and customs of the Public Works Owner without reference to any local custom.
10. Under no circumstances shall any Contractor be entitled to claim enhanced rate for any items in this contract.
11. All corrections and addition or pasted slips should be initialed.
12. The measurements of works will be taken according to the usual method in use in the Public Work Owner and no proposals to adopt alternative methods will be accepted. Owner's decision as to what is the usual method in use in the Public Work Owner will be final.
13. The Insurance Company's bond will not be accepted against the security deposit.
14. The contractor shall have to attach to his tender Income Tax Clearance Certificate of last five years to be obtained from the Income Tax Officer.
15. The contractor will have to construct a shed for storing controlled and valuable materials issued to him under schedule 'A' of the agreement at work-site having double locking arrangement. The materials will then be taken for use in the presence of the Owner's Representative; no materials will be allowed to remove from the site of work.
16. No foreign exchange will be released by the Owner for the purpose of plant and machinery required for the execution of the work contracted for.
17. Controlled materials (Eventuality Certificate): (i) as regard-controlled materials the Owner will help to arrange for the permit as far as possible and help the Contractor in securing the same. All incidental charges met with in procuring these materials shall be born by the Contractor himself. Though the Owner will help to arrange for the permit as far as possible and help the Contractor in obtaining the materials, it shall not accept any responsibility for any loss or damage on account of on delay caused to the Contractor while obtaining the same.
18. The tender for the work shall remain open for a period (180*) day from the stipulated date of receiving of the tenders for this works and that the tendered shall not be not allowed to withdraw or modify the offer on his own after handing over the tender to postal authorities for dispatch if any tenderer withdraws or makes any modifications or additions in the terms and conditions of his tender not acceptable to the Owner then Owner shall without prejudice to any right remedy. Be at liberty to forfeit in full the said earnest money absolutely.
19. The contractor shall employ such labour that shall produce a valid certificate of having been vaccinated against small pox within a period of last three years.
20. (1) If the members of Labour Co-operative Societies do not work themselves and obtain commission by subletting the work, as a whole or by dividing work in grope and give work to piece workers, the very purpose of the Scheme would be defected. Therefore, the Labour Co-operative Societies will not sublet the work and the member's labours areas of the society will execute the work.
 (2) In case where the works required to be carried out by the labours other than the members of the Labours Co-operative societies with the man-days more than 25%, prior permission of the Owner will be necessary.
 (3) The labour Co-operative societies shall have to allow the officers of the Co-operative Owner to examine for audit purpose the muster rolls as and when required.

- (4) Labour Co-operative societies shall have to submit a quarterly return stating the monthly attendance of man-days on the muster rolls of member labourers on each work to the District Registrar as well as to Owner.
 - (5) If the labour Co-operative Society is found violating the terms and conditions mentioned above the Labour Co-operative society will be liable for the cancellation of work contract and or registration as decided by the Owner.
21. Immediately after issue of the work order for the works of Roads, Bridges and Buildings, the contractor shall display the board showing brief details of the specifications on the site of work as approved by Owner.
22. The contractor for use of his labourers, staff or for any other purpose will not occupy the building structure under the contract. In case of breach of this condition market rent will be recovered for the unauthorized occupied. The contractor will be fully responsible for damage, injury, death occurs in this case.
23. Tender Shall fill up Annexure 4, 5 based on this information, decision will be taken, whether contractor can complete the work in stipulated time limit, whether rates offered is lowest and according to requirements or not etc.
However, Owner may ask the contractor for further justification and based on that final decision will be taken.
24. Owner may decide not to give work to lowest bidder. Owner is free to allocate work to the agency other than lowest one and also work can be split up and can be given to more than one contractor. In all cases Owner's decision will be final and shall be acceptable to all the bidders. Owner thereof will give no reason. Owner will not accept any claim made by bidder on these matters.

Memorandum of Work

- | | | | |
|------|---|--------------|---|
| I. | Name of Work & Scheme | : | Bid Documents for Providing and Laying RCC Box drain with Slab from Hanuman fadiya ma Road ni baju ma for Kalol nagarpalika 3 rd Attempt |
| II. | Estimated Cost | : | Rs.9,44,000.00 |
| III. | Earnest Money * | : | 1% |
| IV. | Validity Period of Tender Offered | : | 120 Days |
| V. | Security Deposit * | : | 10% |
| | i. Initial Security Deposit | : | 2.5% |
| | ii. Balance 50 % Security Deposit | : | 2.5% of Bill Amount. |
| | - To be deducted from bill. | | |
| | iii. Performance bond of | : | 5% |
| | Scheduled Bank | | |
| VI. | Time allowed to complete work | : | 06 Months |
| | From the date of work order | : | |
| VII. | Other Detail | : | |
| | ▶ Last Date to Issue Tender | : | Dt. _____ Time _____ |
| | ▶ Last Date to Return Tender | : | Dt. _____ Time _____ |
| | ▶ Description essential to be Made on sealed cover. | : | Name of Work
Date _____ Time _____
Of Receiving the Tender |
| | ▶ Mode of Quoting rate in Schedule 'B' | : | Percentage Rate |

(*Payment to be made in cash or demand draft payable at Shahera in the name of Chief officer, Shahera Nagarpalika, Shahera.)

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, administration and assignees) shall (a) Deposit with the Owner a sum sufficient to make up the full security deposit specified in the tender in cash or in form of demand draft to Owner within a period of 10 days from the date of receipt of the notification of acceptance of his tender, or (b) (i) deposit 50 percentage of the total security deposits as specified in the tender form with the Owner in cash or in form of D.D. on 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 Owner shall be deemed to have been authorized to deduct to the balance of fifty percentage of the security deposit as specified in the tender form from the amounts 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 works whose amount paid in cash or by way of deduction shall be estimated amount is more than rupees held by Owner by way of Security deposit. Than rupees fifteen lacks, 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 by the contractor to Owner under the terms of this contract shall be deducted from or recouped by the realization 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 Owner to the Contractor on any account what so ever 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 as aforesaid any sum or sums required to make good the shortfall in the amount of the security deposit. If the amount of the security deposit to above be paid as specified above in cash or by D.D within the period specified above is not paid the tender/contract already accepted should be considered as canceled and legal steps shall be taken against the contractor for recovery of the amounts.

Clause 2 Liquidated damages for delay: -

- (i) If the contractor fails to complete the work under contract by the stipulation date he shall pay liquidated damages of Rs. 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 Owner.
- (ii) However also if the contractor fails to complete any part of the works 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 works up to the date of completion of the said designated part at the rates shown in the said Schedule of the contract value of part for such failure till the said designated part is completed.
- (iii) The aggregate maximum of liquidated damages payable under clause No. 2 shall not exceed Rs. 0.1 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 lacks, 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)

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 notices, identifying deficiencies in performance and demanding corrective action. Such notice shall clearly state that is shall not remove any plant, equipment and material form the site. The

Owner 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 receipts of notice, the Owner shall terminate the contract in whole. In case the entire contract is terminated the amount of security deposit and performance band if any together with the value of the work done but not paid for, shall stand forfeited to the Owner. The plants, equipment and materials, held under this clause shall then be at the disposal of the Owner to recover the amount equivalent to 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 materials 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 Owner 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 forms the guarantors of the security for the performance.

Clause 4 If the progress of any particulars portion of the work under Contract is unsatisfactory the Engineer-in-charge shall, not with standing that the general progress of the works 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 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 there of shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be execrable at any future date.

Clause 6 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 machinery, materials and stores in or upon the work or the site thereof or belonging to the contractors or procured 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 marker 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 authorized agent require him to remove such tools, plants, machines 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 the shall remove then 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 7 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 dates on which he was hindered which ever is earlier and the Engineer-in-charge may, if in his opinion believe that there are reasonable ground 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 8 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 complete in all respects then: -

- (i) For all works costing up to Rs. 50 Lacks (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 measurements 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 Lacks (amount put to 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 obligation as provided in the contract and subject to the work being complete in all respects.

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

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 work mans on the site in connection with the execution of the work, as shall have been erected by the contractor for the workman and cleared all dirt from all parts of structure (s) in, upon or around which the work has been executed or of which he may have possession for the purpose of the execution there of and cleared floors, gutters and drains, cased doors and sashes, oiled locks and fastening labelled keys clearly and handed then 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 expense of the contractor, fulfill such requirements and dispose of the scaffolding, or surplus materials and except for any sum actually released by the sale thereof less the Cost of fulfilling the requirements is more than the amount realized 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 the contractor.

Clause 9 No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the side work shall have been completed and a certificate of completion given. But in the case of work 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 as payments of 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 contractor or any part therefore in any respect or the accruing of any claims, nor shall it conclude, or affect 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 contractor shall submit the final bill within one month of the completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

- Clause 10** The rates for item of work shall be valid only when the items concerned are accepted as having been completed fully in accordance with the sectional specifications. In cases where the item of work are accepted as not completed, the Engineer-in-Charge may make payment on account of such item at such reduced rate as the may consider reasonable in preparation of final or on account bill.
- Clause 11 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 measurement for purpose of having the same verified and the claim, so for it is admissible shall be adjusted if possible within tenders 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 authorized 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 12** 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 13** If the specification of the work provides for the use of any special description of materials to be supplied from the Owner 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 of 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 deducted 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 Owner 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 Owner 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 in shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.
- Clause 14** The contractor shall be entitled use the materials supplied by the Owner 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 o 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.
- Clause 15** All stores and materials such as cement, if the consumption of which exceeds 25 tone and steel etc. supplied to the contractor by Owner shall be kept by the contractor in separate god own provided with a double lock. The key of the lock shall remain with the Engineer-in-charge or his agent. The go down 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 materials required for the execution of the work shall be taken out from the godown only in the presence of a duly authorized agent of the Engineer-in-charge.

Clause 16 (1) The contractor shall execute the whole and every part of the work in the most substantial and workman- like manner and as regards materials and in other respect in strict accordance with specifications.

The contractor shall also conform exactly, fully and faithfully to the design, drawing and instruction 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 entries in the work-order book for any reason whatsoever, the entry of the instruction 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 inspection to the contractor on the site of the work during office hours.

(1) 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 drawing according to the progress of work as and when need free of cost.

(2) The several documents forming the contract are essential part of the contract and requirements occurring in one are binding as though occurring in all. They are intended to be mutually explanatory and complimentary and to describe and provide for a complex work.

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

(a) Dimension and quantities: (i) Drawings (ii) Schedule-B of the Tender form (iii) specifications. On drawing, figures dimensions, unless obviously incorrect, will be following in preference to scaled dimensions.

(b) Description: (i) Schedule – B of the tender form: - (ii) Drawings (iii) Specifications. In the case of defective description or ambiguity, the Engineer-in-charge is entitled to issue further instruction direction in what manner the work is to be carried out. The contractor cannot take any advantage of any apparent error or omission in drawing or specification and the Engineer-in-charge shall be entitled to make correction and interpretations as necessary to fulfill plans and specifications.

Clause 17.1 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 alteration shall not invalidate the contract and additional work which the contractor may direct 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 the work and at the same rate as are as specified in the tender for the main work.

Clause 17.2 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 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.

Clause 17.3 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 involving additional or altered class of work; where there are more than one comparable items, the items of the contract which is nearest in comparison with regard to or class or classes of the work involved shall be selected and the decision of the owner 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 in 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 for the year in which the tender was received. If the Schedule of rates does not contain all the items, the percentage increase of the tender shall be calculated considering such items which were included in the Schedule of Rates 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 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 Engineers stationed at the same place or the nearest place.

Clause 17.4 If the additional or altered work, for which no rate is entered in the “Schedule of Rates” 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 rates, 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 there of before the rate shall have been determined as lastly herein before mention, 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 owner shall be final. Where, however the work is to be executed according to the designs, drawings and specifications recommend by the contractor and accepted by the competent authority; the alternation above referred to shall be within the scope of such designs, drawings and specifications appended to the tenders. The time limit of the work shall be extended in the proportion that the increase in the cost occasioned by alternations bears to the cost of the original contract work and the certificate of the Engineer-in-charge as to such be final and conclusive.

Clause 17.5 For excess in items of well sinking, the rates for sinking in depth beyond the designed depth shall be as per the rate quoted by the contract in the statement of variation, If no rates of variation in sinking are quoted the rate payable shall be the tender rate for sinking designed level increased by the difference of schedule of rate for sinking at designed depth and sinking at final depth.

Clause 18 No claim for any payment of compensation for change or restriction of work: - If at any time after the execution on 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 required the whole of part of the work to be carried out at all or to be carried out by the contractor he shall given notice in writing, stating the fact to the Contractor who shall thereupon suspended or stop the work totally or partially, as the case may be. In any such case, except 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 alterations 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 date of notice, for the purchased materials or for the contract executed for the materials 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 owner. The amount of loss for such claim will be decided by 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 labours were 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 decision of Engineer-in-charge. Engineer regarding the amount of compensation or loss it will be open for the contractor to appeal to Owner. Within one month from the date of knowledge of such decision. In such case the decision of Owner will be final and binding to the Contractor.

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

Clause 19 The contractor shall not be entitled to claim any compensation from Owner on account of delay by Owner 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 relation 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 Owner.

In the case of such delay in the supply of materials, Owner shall grant such extension of time for the completion of the work as shall appear to the Engineer-in-charge the reasonable in accordance with the circumstances of the case. The decision of Engineer-in-charge for the extension of time shall accepted as final by the contractor.

Clause 20 Time limit for unforeseen claims: the contractor shall not be entitled to any compensation from Owner 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 Owner within one month of the cause of such claim occurring.

Clause 21 Action & Compensation in case of bad work: If at any time before the expiry of defects liability period as detailed in clause 22. It shall appear to the Engineer-in-charge or his sub-ordinate in charge 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 law full 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 of complained of may have been passed, certificate and paid for the contractor shall be required, or if so required, shall remove the materials or articles so specified in whole in part and the case may provide other proper and suitable materials or articles at his own charge and cost, and in the event 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 work is prepared by Engineer-in-charge.

Clause 22 Defect liability periods: The contractor shall be responsible to make good and remedy at his own expense any defect, which may develop or may to be noticed before period mentioned hereunder from the certified date 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 notice. In the case of failure on the part 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 consisting up to Rs. 50,000.00 (amount put to tender), the period shall be 3 months from the certified date of completion.
- (b) For all works costing more than Rs. 50,000.00 and up to Rs. 1 crore (Amount put to tender), the period shall be 6 months from the certified date of completion or one monsoon, whichever is later.
- (c) For major projects costing more than 1 crore, the period shall be 12 months from the certified date of completion, which should include one monsoon.
- (d) For building works, the period specified in (a), (b) or (c) above or elapse of monsoon period following the certificate 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 23 Work to be open to inspection – 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 work shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor duly authorized agent shall be considered to have the same force and effect as of they had been given to the contractor himself.

Clause 24 Employment of a qualified site Engineer by the Contractor. The contractor shall employ full-time technically qualified staff during the execution of his work as under:

1. Two graduate Civil Engineer and three diploma Civil Engineer when cost of the work to be executed is more than Rs. 50 lacks.
2. One graduate & two Diploma Civil engineer when the work to be executed is more than 15 Lacks but less than Rs. 50 Lacks.
3. Minimum One Diploma Civil Engineer when the cost of work is less than Rs. 15 Lack but more than Rs. 5 Lacks.
4. Minimum two Diploma Civil Engineer for the work when the cost of work to be executed is less than Rs. 5 Lacks. The Engineer so employed for the work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of the 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 a separate Engineer will not necessary provided that the Engineer partner himself attends the execution of the work on the site.

Clause 25 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 search notice having been given or consent obtained the same shall be uncovered at the contractor's expense and any default thereof, no payment or allowance shall be made for such work or for the materials with which the same was executed.

Clause 26 If the contractor or his workmen, or servant shall break, deface injure or destroy any part of the building or the work in question in/on which they may be working or any building, road, fence enclosure or grass land 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 the work from any cause whatever before a damage occurred/caused due to normal flood or rain or if any imperfections become apparent in it within three months of 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 the 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 27 Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of God, such as Unprecedented flood, volcanic eruption, earthquake or other convulsion of nature and other acts such as not but 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.

Clause 28 Contractor to supply plant, ladders, scaffolding etc. and is liable for damage arising from non provision of light, fencing etc.: The contractor shall supply at his own cost all materials (except special materials if any, as may, in accordance with the contract to be supplied from the Owners Stores), plant, tools, appliances, implements, ladder, condrage, tack, scaffolding, and any temporary 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 in these conditions or not and which may be necessary for the purpose of satisfying with requirements of the Engineer-in-charge as to any matter or 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 work and materials necessary for the purpose there of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time, of the Contractor and the expenses may deducted from any money due to the contractor under the contract of from his security deposit, or proceeds of sale there of a sufficient portion there of. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound 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 costs which may be awarded in 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 29 The Contractor shall provide suitable scaffolds and working platforms, gangways and stairways, and shall comply with the following regulations in connections therewith.

- (a) Suitable scaffold shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- (b) A scaffold shall not be constructed and 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 materials
 - (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 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) A competent person shall periodically inspect scaffolds.
- (h) Before allowing a scaffold to be used by his workmen, the Contractor shall, whether the scaffolds. 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 be so constructed that no part thereof can bind to contractor, dag unduly or unequally.
 - (i) Be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripling or slipping and-
 - (ii) 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
 - (iii) Every Working platform, gangway working place and stairway shall be suitably fenced.
- (k) Every opening in the floor to building or in a working platform shall, except for the time and provided with suitable means to prevent the fall of persons or materials.
- (l) When persons are employed on a roof where there is danger of falling from a height exceeding ... (to be specified) meters suitable precaution shall be taken to prevent the fall of persons of materials.
- (m) Suitable precautions shall be taken to prevent persons being struck by articles witch might fall from scaffold or other working pleased.
- (n) Safe means of access shall be provided to all working platform and other working places.

Clause 30 The Contractor shall comply with the following regulations as regards the hoisting appliances to be used by him-

- (a) Hoisting machines and tackle including their attachments, anchorage and supports shall.
 - (i) Be of good mechanical construction, sound materials and adequate strength and free from patent defect, and

- (ii) Be kept in good repair and in working order
- (b) Every rope used in hosting 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 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 18 years shall be in control of any hoisting machine, including any scaffolds, not shall given 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 working load except for the purpose of testing.
- (k) Motors, gears, transmission, or gear wiring and other dangerous parts of hoisting appliances shall be provided with sufficient safeguards.
- (l) Hoisting appliance 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 provided with such means as will reduce to a minimum the risk of suspended load becoming accidentally displaced.

Clause 31 Measures for Prevention of fire: The contractor shall not set fire to any standing jungle, trees, 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 trees. Bush wood, grass etc. by fire, the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounded property.

Clause 32 Liability of contractors for any damages done in or outside work area: Compensation for all damage done intentionally or unintentionally by Contractor's labours whether in or beyond limits of Owner property including any damage caused by the spreading of fire mentioned in the clause 31, shall be estimated by the Engineer-in-charge, shall be final and the contractor shall be bound to pay the amount of 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 Owner to the contractor under the 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 or 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 33 Deleted

Clause 34 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 become insolvent: The contract shall not 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 compromisation 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 Owner 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 Owner and the same consequence shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 35 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 Owner without reference to the actual loss or damage sustained and whether any damage has or had not been sustained.

Clause 36 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 37 Works to be under directions of Engineer-in-charge/Consultant: All works to be executed under the contact shall be executed under the direction and subject to the approval in all respect of Engineer-in-charge/Consultant appointed by the Owner for the time being, who shall be entitled to direct at what points or point and in what manner they are to be commenced and from time to time carried on.

Clause 38 (1) Disputes to be referred to arbitrator: 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 Sate, Gandhinagar.

Namely-

(i) The rates of payment under clause 5 for any tools, materials and stores, in or upon the works of the site thereof belonging to the contractor or procured by him and 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 as completed fully in accordance with the sanctioned specifications.

(ii) The reduction in rates made by the Engineer-in-charge under clause 10 from the items of work 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 17 and the rates for which is to be befriended under the said clause 17.

(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 18, 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 21 in the event of his failure to rectify, remove or reconstruct the work within the period specified in the written intimation of the amount of expenses incurred by the Engineer-in-removing and under the

said clause 21 in rectifying removing or re-executing the work or in removing and replacing the materials or ratifying complained of.

(vi) The reduction of rates as may be fixed by the Engineer-in-charge under clause 21 for, the inferior work or materials rates as accepted or made use of.

(vii) The amount of compensation payable by the contract for damages as estimated and assessed under clause 32.

(viii) The amount payable to the contractor the work carried out under clause 40 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 disputes 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 Dtd. 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 of Government of Gujarat approaching to Court of Law, it shall be within the jurisdiction where the site of work 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 execution of the work or any part thereof.

(ii) Preclude the Engineer-in-charge from unitizing 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 18.

(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 17 or as the case may be, of clause 40.

Clause 39 Lump sum in estimates: When the estimate on which a tender is made includes lump sum in respect of part of 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 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 payable to him, under the provision of this clause.

Clause 40 Action where no specifications: In the case of work for which there is not such specification, such work shall be carried out in accordance with the Standard Specification and in the event of there being no Standard Specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-charge.

Clause 41 Definition of work: The expression or “Work” or “Works” where used in these condition shall unless, there be something in the subject or context repugnant to such contraction be construed to mean the work, or the works, contracted to be executed under or in virtue of the contract, whether temporary or permit and whether original, altered, substituted or additional.

Clause 42 Contractor's percentage whether applied to net or gross amount of 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.

Clause 43 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 Owner or authority competent to levy royalty in the area of work. Copy of such statement shall be furnished to the Owner etc. Contractor shall also furnish such additional information as regards royalty payment to the Owner and the Royalty authority. The royalty charges paid shall be borne by the Contractor and shall not be reimbursed by the Owner.

Clause 44 Compensation under the workmen's compensation Act: The contractor shall be responsible for and shall pay compensation to his workman payable under the Workmen's Compensation Act 1923. (VIII of 1923) hereinafter called said Act for injuries caused to the workman. If Owner pays such compensation as principal under sub-section 12(1) of the said Act on behalf of the Contractor it shall be recoverable by Owner shall be recovered in the manner laid down in clause 1 above.

Clause 45 The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident. If Owner incurs such expenses, the same shall be recoverable from the contractor for with and be deducted, without prejudice to any other remedy of Owner from amount due or that may become due to the contractor.

Clause 46 The contractor shall provided 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 shall comply with the following regulations in connection therewith:

- (a) The workers shall be required to use the equipment so provided 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 approximate 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 47 The quantities shown in the tender are approximate and no claim shall Be entrained for quantities of work executed being less than 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 rate for the increased quantities as aforesaid will be fixed in the manner specified in clause 17.

Clause 48 Employment of famine or other labour: The contractor shall employ any famine, convict or other labour or particular kind or class, if ordered in writing to do so by the Engineer-in-charge.

Clause 49 No compensation shall be allowed for any delay caused in the staring of the work on account of delay in making available the full site of land at a time.

Clause 50 Claim for compensation for delay in the execution of work: No claim for compensation shall be allowed for any delay in execution of the work on account of Water standing in borrows 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 be entertained unless otherwise expressly specified.

Clause 51 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 authority and instruction of the engineer-in-charge or of his subordinate in charge of work. Failing such authority the Contractor shall have no claim to ask measurement of or payment for work.

Clause 52

Clause 53 The employment of donkeys and / or other animals and the payment of fair wages: For Asphalt work (s) as far as possible, only the contractors should employ the adult persons. If the adult person is not available then the children below the age of 15 (fifteen years) should not be employed under any circumstance.

- (ii) No contractor shall employ donkey or other animals with breaching of string or thin rope. The breaching 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 Owner shall accept no responsibility 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 dispute arising between contractor and his workmen on the ground 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 effect the conditions in the contract regarding the payment to be made by Owner at the sanctioned tender rates.
- (vi) The contractor shall provide drinking water facilities to the works / labourers employed on Owner works. Amenities relating to sanitation shall also be provided to the workers / labourers 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 shade and shelter to the work's / labourers and their children on Owner work as soon as the work starts. If the contractor fails to provide shed and shelter, the Engineer-in-charge shall provide it at the cost of contractor.

Clause 54 Method of payment: Payment to contractor shall be made by cheque drawn on any treasury bank of the Owner provided the amount exceeds Rs.10 amount not exceeding Rs.10 will be paid in cash.

Clause 55 Employment of scarcity labour: If Owner 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 works as are suitable for unskilled labour any person certified to him by the Engineer-in-charge or by any other person to whom the Engineer-in-charge may have delegated this duty in writing to be in need of relief and shall be bound to employ such persons which may arise in connection, with the implementation of this clause shall be decided by the Engineer-in-charge whose decision shall be final and binding on the contractor.

Clause 56 The rates to be quoted by the Contractor must be inclusive of all taxes No Extra payment on this account will be made to the contractor.

Clause 57 The Contractor should, as far as possible, obtain his requirement of labourer's 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 Exchange are not able to provide the required labour locally, suitable labourers should be utilized to the maximum extent possible.

Clause 58 Fair Wages: If Contractor fails to pay within '7' (Seven) days to the labourer(s) /workers(s) the minimum wages prescribed by the Owner 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 labourer/workers from his (Contractors) bill or deposit(s) payable by the Contractor after making due inquiries and establishing the claim(s) of the labourer(s) / worker(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 59 List of machinery: The contractor shall also give of machineries in his possession and which they propose to use on the work.

Clause 60 (i) In case, the roller deployed by Owner 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 items of rolling and watering are to be carried out by the Owner.

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

Clause 61 Local labours on normal rates: The contractor shall have to engage local labour and person seeking employment where available on normal rate.

Clause 62 Rent will be recovered from the contractor for the land given to them for stacking materials well as for contractor of temporary hutments etc.

Land measuring Charges

1. One hectare of less	Rs.5 Per month
2. More than 1 hectare & up to 2 hectares	Rs.10 Per month
3. More than 2 hectare & up to 3 hectares	Rs.15 Per month
4. More than 1 hectare & up to 4 hectares	Rs.20 Per month

Clause 63 The contractor shall employ only such labour who shall produce a valid certificate of having been vaccinated against small-pox within a period of last three years.

Clause 64 Huts: The contractor shall build sufficient number of huts on a suitable plot of land for use of the labourers according to the following specifications.

- (1) Huts of bamboo's and grass may be constructed.
- (2) A good site shall be selected. High ground removed from jungle but well provided with trees 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 earthwork.
- (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 Owner 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 labourers. 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 nalla, river or well within 4.0 km of the camp. However arrangement should as possible, be made to chlorinate water by chlorinated tablets before it is allowed for drinking purpose.
3. **The contractor shall contract semi permanent latrines for the use of Labourers on the following scale, namely:**
 (a) Where females 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 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 of the workers For Men Only or For Women Only: as the case may be.
- 5(2) The notice shall also bear the figures of a man or a women, as the case may be.
- 6 **Urinals:** There shall be at lest 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 it 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 Urinal to be accessible:** (1) The latrines and urinals shall be a 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 to be accessible:** Water shall be provided by means of pipes or tanks 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 lest 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 water in such a way as not to cause nuisance. The contractor should obtain permission from the Gujarat

Water Pollution Control Board. Gandhinagar if water is so be drained in river or near the well. The contractor would put malarial oil once in week stagnant water round about in 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's 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 of Health Services 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 labourers inoculated against cholera and plague and vaccinated against smallpox at the time or 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 labour camp there is an epidemic disease or threatened with such an outbreak, the authorities in charge of the labour camp should ensure that all the inmates of the labour 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 labour colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day of outbreak, to the Mamlatadar of the Taluka the District Health officer or to the Deputy Director 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 labour colony suspect or have reason to believe that any inmate of the labour colony suffering from the infections or contagious disease, they shall forthwith arrange for the segregation of such person 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 colony should report promptly the occurrence unusual incidence of cases of malaria and also inform the District Health Officers of the District Deputy Director of Public Health (Malaria) and the Director of Public Health and also arrange to institute all necessary ant malarial measures as may be advised by the officials of the Public Health Owner.
(f) The authorities in charge of the colonies should also arrange to carry out other measures that may be recommended by the officials of the Public Health Owner necessary to prevent or control the spread of disease.
- 15. Rest rooms:** (1) In every place where in contract labour is required to halt at night in connection with the contract works and in which employment of contract labour is likely to continue for three months or more, the contractor shall provide and maintain rest rooms or other suitable alternative accommodation within fifteen days of the employment of contract labour.

- (2) If the amenity referred to in sub rules is not provided by the contractor within the period prescribed the employed shall provide the same within a period of fifteen days of the expire 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 rooms 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 rooms or other suitable alternative accommodation shall be of such dimensions as to provide latest a floor area or 1 sq. mt. for each person making use of rest rooms.
- (6) The rest rooms or other suitable alternative accommodation shall be so contracted 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 convenient distance from the establishment and shall have adequate supply of wholesome drinking water.

16. Canteen Facilities: (1) In every establishment of contract work and wherein work regarding the employment of contract labour is likely to continue for six months and wherein contract 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 labour within sixty days of the commencement of contract labour.

(2) If the contractor fails to provide the canteen facilities of within time laid down the same shall be provided the principal employer within sixty days of the time allowed to the contractor.

(3) The canteen shall be made 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 storeroom, pantry and washing places separately for workers and for utensils.

(2) (i) The floor shall be made of smooth and impervious materials and inside walls shall lime-washed or color washed at least once in each year, provided that 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) Wastewater shall be carried away in suitable covered drains and shall not allowed to accumulate so as cause nuisance.

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

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

(2) The floor area of the dining hall excluding the area occupied per dinner to a accommodated shall as prescribed in sub rule (1)

(3) (i) A portion of the dining hall and service counter hall 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, or benches shall be available for number of diners of be accommodated as prescribed in sub rule (1)

19. Equipment in Canteen:

(1) (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 clothes 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 adequate supply of hot water shall be provided for the cleaning of utensils and equipment.

20. Foodstuff to be served: The foodstuff 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 foodstuff, beverages and other items 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 from promotion of welfare of the workers according to the terms of the contract.

23. Books of accounts and registers 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 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 65 Contractor shall have to arrange for supply of gumboots. Hand gloves, mask etc. Invariably to the labourers/ workers engaged the contractor on asphalt work.

Clause 66 The contractor shall not show any distinction between Harijan and other class of labourers/workers employed to the carry out the work.

Clause 67 DELETED

Clause 68 FENCING AND LIGHTING:

- (a) The contractor shall unless otherwise specified, be responsible for the proper fencing lighting grading 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 tendered necessary by reasons of the work for the accommodation of foot passengers or other traffic and of Owners and occupiers of adjacent property and the public and shall remain responsible for any accidents that any 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 Owner.

Clause 69 LIABILITIES OF ACCIDENTS TO PERSONS:

Responsibilities and liabilities of the contractor under Worker's Compensation Act are given in clause No.44 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 the Engineer-in-charge the fact of such accident(s). The contractor shall indemnify Owner against all loss or damage sustained by the Owner resulting directly or indirectly from his failures to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Owner as a consequence of Owners failure to give notice under the Workmen's Compensation Act or otherwise to conform 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 Owner 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 in regard to all matters arising under this clause.

Clause 70 ACCESS TO SITE AND WORK IN 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 this contract for the purpose of agent or by other contractors, at his 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 of otherwise for any other contractor employed by the site of work Owner and his workmen or for the workman of the Owner 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 Owner 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 judgment of such damage and the Owner shall from time to time pay to the contractor the amount (if any) accepted as justified by the Engineer-in-charge.

Clause 71 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 labour, both skilled and unskilled employed by him on the work(s). The contractor shall increase or decrease the strength both skilled and 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 obligations under the contract.
- (ii) A classified weekly returns in suitable form of the number of person employed on the works during the proceeding week.
- (iii) A weekly medical report in the suitable form showing the health of the contractor's camp, the number of person's ill incapacitated and the nature of their illness.
- (iv) A report of any accident, which may have occurred to be sent within 24 hours of occurrence.
- (v) Such other report as may be prescribed.

Clause 72 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, quantities, 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 Owner and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-charge from time and relieve the same such person as the Engineer-in-charge may appoint.

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

Clause 73 Indemnity:

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

Clause 74 Insurance of Labours:

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

Clause 75 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 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 alignment 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 Owner. 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 benchmarks site nails, page and other things used in setting out of the work

Clause 76 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 Owner, which shall invariably be signed daily by the contractor or his authorized representative in token of its correctness.

Clause 77 Materials and Works Test Register:

A register in the prescribed form showing day to day receipt consumption and balance of cement on the site of work by the contractor and every entry there of shall invariably be checked by the Engineer-in-charge.

Clause 78 Progress Schedule:

- (a) The contractor shall furnish within one month (unless extended by Engineer-in-charge) of the order to start the work, the progress schedule in quadruplicate indicating the date of 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 which 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 schedule should be framed keeping requirement of the clause 2 of tender form in view and be such as in 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 Engineer-in-charge. Further, the dates for the progress, as in this schedule shall be adhered to.

In case it is found necessary, at any stage to alter the schedule, the contractor shall submit in good time a revised schedule incorporating necessary modification proposed and get 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 schedules. Any week-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 direct. 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 hour shall comply with all the Owner regulations in force 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 Engineer-in-charge shall not relieve the contractor of Schedule required by the Engineer-in-charge shall not entitle the contractor to any extra payment.

Clause 79 Secured Advance to Contractor:

- (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.
- (2) Advance on security of materials brought to site will not exceed 75% of the value (as assessed by the Engineer-in-charge) of such materials 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 months from the month in which secured advance is given.
- (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 contractor pays the full value to the seller.

Clause 80 Advance Payment: Advance Payment for the work done, but not Measured, may be made up to 80% of the approximate value work done as shown in the progress reports of approximate measurement Sheets with location furnished by Engineer-in-charge subject to the following conditions: -

- (1) That in the case of advance payment on the item of earthwork payment should be made on the basis of detailed measurements except during the monsoon period (June to September).
- (2) That the detailed measurement should be recorded within the month from the date of payment of the bill incorporating the advance payment. However in the case of sectional measurements of earthwork, detailed measurements should be recorded within their months instead of one month stipulated above.
- (3) If, on recording of the detailed measurements, it is found that advance payment shall be refunded forthwith by the contractor or 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 81 Advance Against Machineries:

1. Secured advance on plants and machinery's brought to the site of work is admissible for the contracts estimated to cost more than Rs. Ten Lacks.
2. Simple interest in such advances granted to contractor against plants and machinery's 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 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 limited to 5 percent actually brought to the of work
6. The machinery and equipment on which the advance is granted shall be of full undisputed Ownership of the contractor, and they shall be hypothecated to Owner and also comprehensively insured till the advance granted 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 of new equipment for which the contractor is able to produce purchase-voucher and other documents. This will not be applicable in the case second-hand equipment purchased by the contractor.
8. In the case of used or second-hand equipment brought by the contractor, advance will be allowed at 50 percent of the value of the equipment arrived at in following manner:-
 - (a) For used equipment, for which the records of original purchase price and utilization are available, depreciated value, so worked out.
 - (b) For used equipment, for which proper records of purchase price and past utilization are not available, approved valuer will assess the value. The value 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 probable Owner of spares, repair, reconditioning of the equipment's shall not be taken into account towards the capital cost. The value arrived at by the will approved valuer will be final.
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 to 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

Clause 82 Mobilization Advance:

1. Mobilization advance to the extent of 5% of the estimated cost may be granted at the commencement of the work after the contractor has set up 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 works which are estimated to cost over Rs.40 lacks.
2. The advance will carry a simple interest at the rate of ...% Per annum.
3. 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 _____ month from the date of issue of the work order, in other words, the recovery of advance and interest will spread over a spell of ...months or less a above in equal installments.
4. A bank guarantee from a schedule commercial bank shall have to be produced for the amount of advance applied for; the back guarantee can be scaled down to the extent of recovery of advances.
5. Mobilization advance will be treated as interest bearing refundable loan for 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 either party of abandoned or finalized prematurely breaches the contract.

Clause 83 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 labourers 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.

Clause 84 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.

However in respect of work 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 prescribes 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. Specification 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.

Annexures: - The information in the following annexures specimens should be furnished on separate letter pad if necessary

Annexure 1

To,
The Chief Officer
_____Municipality

PLACE:
DATE:

Details regarding my/our partners our Company (in the case of limited Company) Names, address (es), telephone numbers(s) Income Tax No etc. are as under:

Sr. No.	Names(s) of Person/ Partner Director of the company	Full address of the Places of business (with pin code)	Telephone No. (s) (office)	Residential Address(es)	Telephone No. (s) Resi.	Full address of income tax Office ward where income tax return is filed
1	2	3	4	5	6	7

I/We hereby agree to intimate to you about change if any, in the above mentioned address (es) and telephone No. (s) within Fifteen days of its occurrence till my/our deposit, for the said work paid by me/us is not returned to me/us.

Dated Signature of Tenderer

Signature of the Contractor:

KAALOL NAGARPALIKA, KAALOL

Annexure 3

PERFORMANCE BOND

(SEE CLAUSE NO. 1)

(The date of this bond must not be prior to the date of the instrument in connection with which it is given).

.....
Principal (Contractor)

.....
Surety (Bank)

.....
Sum of Bond (express in words and figures)

.....
Contract No. and date of contract

.....
KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE PRINCIPALS AND SURETY above named are held and firmly bound up to the hereinafter called the Employer in the amount stated for payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents subject to the provisions of which the aforesaid Contractor on demand and without demand on a claim being made by the employer.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principals have entered in to a contract with the Employer numbered and dates as shown above and hereto attached for the execution of work

.....

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original terms of the said contract and any extensions thereof that extensions thereof that may be granted by the Employer with or without notice to the surety and during the life or any guarantee required under the contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any all duty and unduly authorized modifications of said contract may hereafter be made, notice of which modifications to the surety being hereby waived or shall pay over, make good and reimburse to the Employer all loss and damages which the employer may sustain by reason of failure or default on the part of said Principal so to do. We further agree that the guarantee herein Contained shall remain in full force and effect during the period that would be taken for the validity of the said Contract, and that it shall continue to be enforceable till all the dues of the employer under or by virtue of the Contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

IN WITNESS WHERE OF, the above bounded parties have executed this instrument under their several seals on the date indicated above the name and corporate seal of each corporate partly being hereto affixed and these presents duly signed by its undersigned by its undersigned representatives, pursuant to authority of its governing body.

In the presence of witness
Principal

- 1. as to(seal)
 - 2. as to(seal)
 - 3. as to(seal)
 - 4. as to(seal)
- by Affix Corporate Seal

Attested

Corporate surety

Business Address_____

Affix by corporate Seal

Title

For and on behalf of the Employer

Annexure 4

LIST OF WORKS ALREADY COMPLETED BY TENDERER

Sr. No.	Name of work	Place	Cost On completion	Time taken in months To complete the work	Remarks
1	2(a)	2(b)	3	4	5

* Necessary certificate from the officer concerned shall be attached with the tender.

Annexure 5

LIST OF PLANT AND MACHINERY IN GOOD WORKING ORDER AVAILABLE WITH THE TENDERER

Sr. No.	Plant or Machinery	Location	Age of Machinery	Make.	Capacity	Approximate Value	Remarks
1	2(a)	2(b)	3	4	5	6	7

* Necessary certificate from the officer concerned shall be attached with the tender.

Sign of Tender

Annexure 6

DECLARATION REGARDING WORKS ON HAND WITH TENDERER

Sr. No .	Name of work	Place	Estimated Cost	Date of issue of work order	Stipulated period of completion	Amount of work done on date of filling tender	Brief detail of delay if any	Remarks
1	2(a)	2(b)	3	4	5	6	7	8

*

Size of Tender

Signature of Tenderer with Date

Note 1: Amount of work in column 6 should be given the month previous to the month in which tenders are invited.

*

Necessary certificate from the officer concerned shall be attached with the tender.

Signature of the Contractor:

KAALOL NAGARPALIKA, KAALOL

SCHEDULE 'A'

Schedule showing (approximate) the materials to be supplied from the store for work contracted to be executed and the rates at which at which they are to be charged for

Particulars	Approximate Quantity	Rate of which the materials will be charged to the contractor		Place of delivery
1	2	Unit 3	Rate in Rupees 4	5

SCHEDULE – ‘B’

Memorandum showing items of works to be carried out

Items No.	Quantities estimated but may be more or less	Item of work	Estimated Rates		Unit	Total Amount according to estimated quantities
			In figure	Inwards		
1	2(a)	2(b)	3	4	5	6

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

*Estimated amount

Put to tender Rs. ...

Add: ...% above Rs. ...

Total Rs. ...

In words

*Estimated amount

Put to tender Rs....

Deduct ...% below Rs....

Net Rs....

In words...

(Please strike out whichever is not applicable)

Signature of the Contractor:

KAALOL NAGARPALIKA, KAALOL

- Note: 1 All work shall be carried out as per Public Works Owner Handbook and other standard specification or as directed.
- Note: 2 All the column is Schedule be filled in ink and the total of the entries in the last column should be struck by the contractor under his signature.
- Note: 3 Rates quoted include clearance of site (prior commencement of work and at its close) in all respect and hold good for work under all condition, site, moisture, weather etc.
- Note: 4 to be continued on additional sheets, if found necessary.

SCHEDULE – ‘C’

Time Schedule, for completion of different designate parts of the work and rate of liquidated damage of be paid by the Contractor, if he fails to complete the part of work within stipulated the limit it as detailed above:

Percentage of time of the total time limit	Time schedule of completion percentage of work	Rate of liquidated damages per day
1	2	3
<u>Earth Work</u>		
25%	16%	0.1%
50%	50%	0.1%
75%	75%	0.1%
100%	100%	0.1%
<u>Buildings Works</u>		
25%	10%	0.1%
50%	40%	0.1%
75%	80%	0.1%
100%	100%	0.1%
<u>Road Work</u>		
25%	25%	0.1%
50%	50%	0.1%
75%	75%	0.1%
100%	100%	0.1%
<u>Bridge work</u>		
25%	10%	0.1%
50%	40%	0.1%
75%	80%	0.1%
100%	100%	0.1%

