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Modification in Defect Liability

Clause 17 A of Tenders for
Building works

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Un. Appl.	✓
Ex. Eng.	✓

Government of Gujarat

Roads & Buildings Department

Circular No. PRCH-102013-2076/2759/N

Sachivalaya, Gandhinagar

Date :- 27-05-2013

Ref :- Circular No. PRCH-102008-(2076) - N Dt. 3-12-2009

R&B Department had issued a circular as referred above where in following provision has been made for building works.

The Defects Liability period shall be as under for original building works:

Three years of elapse of three monsoon periods following date of possession of building taken over by user agency OR Four years of elapse of four monsoon periods following the certified date of completion, Whichever is earlier.

After due considerations on the representations received at various levels from the Gujarat Contractor Associations the above clause is now modified as under

The defects Liability period shall be as under for original building works:

" One year or elapse of one monsoon period from the certified date of completion whichever is greater "

The other conditions in the above said circular will remain as it is.



(R.K. Chauhan)

Officer on Special Duty(S.P.)

Road & Buildings Department

To,

All , Superintending Engineers, State, Ahmedabad city, Capital, Project and Panchayat Circles, R & B Department,

All, Executive Engineers under above circles.

Copy To:

1. PA to Principal Secretary(R&B), Sachivalaya, Gandhinagar.
2. All Chief Engineers & Additional Secretaries (R&B), Sachivalaya, Gandhinagar.
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execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained for may have been passed, certified and paid for the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified in whole or in part and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate of the rectification for every day not exceeding ten days during which the failure so. Continues and in the event of any such failure as aforesaid continuing beyond ten days, the Engineer-in-Charge may rectify or remove, and re-execute the work or remove and replace the materials complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

Clause 17A : Defect liability period :

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

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

All Works under or in course of execution or executed in pursuance of the contract shall, at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the Contractor shall, at all times during the usual working hours, and all other times for which reasonable notice of the intimation of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

ખંડ ૧૮ : તપાસ માટે કામો ખુલ્લા રાખવા બાબત : કોન્ટ્રાક્ટર અથવા તેના જવાબદાર એજન્ટે હાજર રહેવા બાબત: કોન્ટ્રાક્ટર અન્વયે હાથ પર હોય તેવા અથવા થઈ રહેલા અથવા થયેલ તમામ કામની હવાલાના ઈજનેર અને ત્યાં તેના તાબાના કર્મચારીઓ કોઈપણ સમયે તપાસ અને દેખરેખ રાખી શકે તેવી રીતે બધા વખત માટે ખુલ્લા રાખવાના રહેશે અને કામકાજના રાબેતા મુજબના સમય દરમ્યાન બધી વખત અને હવાલાના ઈજનેર અથવા ખાતાના કર્મચારીઓને કામની મુલાકાત લેવાના, તેમના ઈરાદાને લગતી વાજબી નોટિસ આપી હોય તેવા બીજા બધા વખતે કોન્ટ્રાક્ટરે પોતે અથવા તે માટે લેખિત અને યોગ્ય રીત અને અધિકૃત કરેલા તેમના કોઈ જવાબદાર એજન્ટે હુકમ અને સુચનાઓ મેળવવા હાજર રહેવું પડશે. કોન્ટ્રાક્ટરના યોગ્ય રીતે અધિકૃત કરાયેલા એજન્ટને અપાયેલ હુકમો જાણે કે કોન્ટ્રાક્ટરને પાતાને આપવામાં આવ્યા હોય તેમ તેમનો અમલ થશે અને તે અસરકર્તા રહેશે.

CLAUSE 18: - A

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

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

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

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

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

The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions there of taken before the same is so covered up or placed beyond the reach of measurement and if any work shall be