

Name of Work: Selection of Agency for Annual rate contract for hiring of JCB Machine, Poclain machine and tractor with trolley for various works of Valsad Nagarpalika. **(FOURTH ATTEMPT)**

Name of Client: Valsad Nagarpalika, Valsad.

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**VALSAD NAGARPALIKA**  
**VALSAD.**  
**Tender Notice No of 2026-27**

A	Name of Work	Selection of Agency for Annual rate contract for hiring of JCB Machine, Poclaine machine and tractor with trolley for various works of Valsad Nagarpalika. <b>(Fourth Attempt).</b>
B	Estimate Cost	-
C	Time Limit	12 (Twelve) Month
D	Earnest Money Deposit	<b>Rs. 50,000/- (Fifty thousand rupees only.)</b> in the form of DD/FDR from Nationalised Bank or Scheduled Bank / UTI / ICICI / HDFC & IDBI Only. In favour of The Chief Officer, Valsad Nagarpalika, Valsad
E	Category of Bidder Required	<b>“E-1” – Class and above</b> (Government / Semi Government or Similar Organization).
F	Bid system	<b>Single Bid System</b> (1) The bidder has to furnish the financial and technical detail of his firm/company. (2) The Price will be quoted by the agency in his bid only.
G	Cost of Tender Documents	<b>Rs. 1770/- (Fifteen hundred rupees Only)</b> by DD of Nationalised Bank or Scheduled Bank in favour of “Chief Officer, Valsad Nagarpalika, Valsad”.
H	ONLINE Tender Submission Date.	From Date <b>19/06/2026 to 30/06/2026</b> 18 Hrs. <b>The Chief Officer,</b> <b>Valsad Nagarpalika,</b> <b>Valsad.</b>
I	Last date of Submission of Tender document, Tender Fee & EMD by RPAD / Speed Post only.	<b>03/07/2026 up to 18.00 Hrs.</b>
J	Date of opening of Tender (If possible).	<b>05/07/2026</b> at 12.00 Hrs.
K	Bid Validity.	One hundred & twenty days (120) from opening of Technical Bid.
L	Award of Contract	
1.	Earnest Money Deposit(EMD)	Earnest Money Deposit shall be in the form of DD/FDR of Nationalized Banks / Scheduled banks - UTI, ICICI, HDFC, IDBI banks etc. <b>Rs. 50,000.00</b>
2.	Defect Liability Period	12 months after the actual date of completion of the work.

Right to reject any or all tender without assigning any reason thereof is reserved by The Chief Officer, Valsad Nagarpalika, Valsad.

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**NOTE:-**

- The Rates as quoted for each vehicle are valid for one year. All Costs including, operation and maintenance charge shall be included in the above mentioned in quoted rates. No other charge shall be payable to agency for any extra work to be carried out to cover the scope of work mentioned in the tender document.
- Rates to be quoted separately for each item of vehicle. The Valsad nagarpalika will demand for more vehicles of similar type which agency has to provide within 24hrs.

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### **MODE OF SUBMISSION OF BID**

Bids shall be submitted in the manner super scribed as below :

#### **PART – I : TECHNO COMMERCIAL BID**

Along with the above, Bidders must submit the covering letter, technical and other details as asked for in Bid Document, copies of letters of intent for similar works awarded and their Completion Certificate, Credentials and Certificates from Clients, EMD & Tender Fee shall be submitted in a sealed envelope along with other relevant document in sealed cover to The Chief Officer Valsad Nagarpalika latest up to **22/05/2025 at 18.00 Hrs.**

#### **PART – II : FINANCIAL BID.**

Price bid shall be as a separate Bid document to the Chief Officer super scribing “FINANCIAL BID DO NOT OPEN”. Financial Bid of approved technically pre-qualified bidder shall only be opened at a date and time to be intimated to pre-qualified bidders only.

This part i.e. Financial Bid shall contain only Schedule of Rates duly specifying any premium or rebate thereon. It is to be noted that this part shall contain only prices and no conditions whatsoever. Any conditions given in this part shall not be considered and may render the offers liable for rejection.

### **TRANSMISSION OF CORRESPONDENCE REGARDING BID**

All correspondence regarding the bid shall be in English and be mailed in 2 (two) copies at the following addresses:

#### **OWNER :**

**The Chief Officer,**  
Valsad Nagarpalika,  
Valsad

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## **SPECIAL NOTES TO THE TENDERER BID EVALUATION CRITERIA**

### **1. Earnest Money Deposit (EMD)**

Tender received without EMD or not in the prescribed form shall not be considered for evaluation.

### **2. Deviations to Critical Stipulations**

No deviation will be accepted. However clarifications upon certain queries through Technical Bids that shall not bear any financial influence would be discussed and clarified prior to Price-Bid opening.

### **3. Determination of Responsiveness**

Prior to the final evaluation of tenders, the Owner will determine whether each tender is substantially responsive to the requirements of the Tender Documents.

For the purpose of this Clause, a substantially responsive tender is one, which conform to all the terms and conditions and specifications of the Tender Document without **material deviation or reservation**. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the works which limits in any substantial way, in consistent with the Tender Document, the employer's rights of Contractor's obligation under the Contract and retention of which unfairly the competitive position or tenderers presenting substantially responsive tenders.

If a tender is not substantially responsive to the requirements of the Tender Documents, it may be rejected by the Owner.

### **4. Bidder must submit the offer with bid stipulations without consideration of any deviation. However, in case, it become unavoidable and the Bidders seek some clarifications/queries with respect to technical/commercial part as mentioned in the SCC, to be raised through Technical Bids only shall be discussed and clarified with NO EFFECT ON FINANCIAL BIDS.**

Bidder shall, however, note that no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by the owner and are required to be withdrawn by the Bidder in favour of stipulations of the Tender Documents.

### **5. Unsolicited Post Tender Modifications**

Tenderers are advised to quote strictly as per terms and conditions of the Bid Document and not to stipulate any deviations/exceptions. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought upon any deviations or exceptions mentioned in the bid. Any proposed price change is likely to render the bid liable for rejection.

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6. Bidders must ensure that complete offer along with all details as sought are submitted as per Instruction to Bidders.

## **7 BID EVALUATION CRITERIA**

The tenderer shall submit documentary evidence in support of all below BEC stipulation, failing which the tender will be rejected.

- 7.1 Tenders without Earnest Money Deposit will outright be rejected.
- 7.2 Bids carrying No Conditions effecting Financial Bids shall only be considered for Financial-Bid opening after due prequalification.
- 7.3 The Bidder shall submit documentary evidence for registration of E1-class certificate Approved by Government / Semi Government or Similar Organisation, RPFC certificate, Certification of VAT and Annual balance sheet duly audited by chartered accountant shall be submitted for last three years.
- 7.4 The minimum annual turn over of the tenders should be Rs.10.00 lacs or more in any one of the last three financial years. Annual balance sheet duly audited by chartered accountant shall be submitted of last three years.

## **8. Validity of offer**

Tender submitted by Tenderer shall remain valid for a minimum period of 120 days from the date of opening of the Tenders. The Tenderer shall not be entitled during the said period of 120 days, without the consent in writing of the Owner, to revoke or cancel their Tender or to carry the Tender given or any term thereof. In case of Tenderer revoking or canceling their Tenders or varying any terms in regard thereof without the approved owner Earnest Money / Security Deposit stands to be forfeited.

Valsad Nagarpalika, if necessary, will obtain clarifications on the Tender by requesting for such information/clarifications from any or all Tenderer, either in writing or through personal contact, as may be necessary and the Tenderer are advised to refrain from contacting by any means Valsad Nagarpalika and/or their employees/ representatives on their own, on matters related/to Tenders under consideration. Tenderer will not be permitted to change the substance of Tenders after opening of Tenders.

Notwithstanding the above, Valsad nagarpalika may solicit the Tenderer's consent to an extension of the period of validity of offer. The request and the responses there to shall be made in writing (or by cable or telex). If the Tenderer agrees to the extension request, the validity of Earnest Money shall also be suitably extended. Tenderer may refuse the request without forfeiting his EMD. However, Tenderer granting the request for extension or validity of offer will neither be permitted to revise the price nor to modify the offer.

If found necessary, contractor will be intimated for negotiation. He will be intimated maximum three times within validity period for negotiation. If contractor does not respond in time, his earnest money will be forfeited and his tender will be rejected. Punitive action will be taken on such contractor.

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## SUBMISSION OF TENDER

FROM:

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The Chief Officer,**  
Valsad Nagarpalika,  
Valsad

Name of Work : Selection of Agency for Annual rate contract for hiring of JCB Machine, Poclaine machine, and tractor with trolley for various works of Valsad Nagarpalika.

I/we hereby tender for execution of the Work of

- 1.0** As per the details given in tender document for Civil, electrical or any other work in the time schedule of completion of work for jobs separately, signed and accepted by me/us, at the percentage rate quoted by me/us for the whole work in accordance with Notice/Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, Specifications for materials & workmanship, Drawings, time schedule of completion of job & other documents & papers all as detailed in the Tender Documents.
  - 2.0** It has been explained to me/us that the time stipulated for jobs and completion of work in all respects and in different stages mentioned in the "Time Schedule" of completion of jobs and signed and accepted by me/us is the essence of the Contract. I/we agree that in the case of failure on my/our part to strictly observe the time of completion mentioned for jobs or any of them and to the final completion of work in all respects according to the schedule set in the said "Time Schedule" of completion of jobs, I/we shall pay compensation to the Owner as per provisions and stipulations contained in the General Conditions of Contract and I/we agree to recovery being made as specified therein. In exceptional circumstances, extension of time which shall always be in writing may, however, be granted by the Engineer-in-Charge at his entire discretion for any reasonable ground and I/we agree that such extension of time will not be counted for the extension of completion dates stipulated in the said "Time Schedule" of completion of jobs/work as a whole.
  - 3.0** I/we agree to pay the Earnest Money and Security Deposit and accept the terms and conditions laid down in the memorandum below in this respect.
    - (a) GENERAL DESCRIPTION OF WORK**

Selection of Agency for Annual rate contract for hiring of JCB Machine, Poclaine machine, and tractor with trolley for various works of Valsad Nagarpalika.
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**(b) EARNEST MONEY**

**Rs. 50,000/- (Fifty thousand rupees only.)**

Earnest Money Deposit shall be in the form of DD/FDR of Nationalized Banks / Scheduled banks - UTI, ICICI, HDFC, IDBI banks & NSC or SSNNL bonds etc. equivalent to 2.0% of the estimated cost put to tender i.e. **Rs. 50,000.00**

**(C) TIME ALLOWED FOR STARTING THE WORK :**

Immediately from the date of issue of Work Order.

**4.0** Should this tender be accepted, I/we hereby agree to abide by and fulfill all terms and conditions referred to above and in default thereof, to forfeit and pay to the Owner or its successors or its authorized nominee such sums of money as are stipulated in the conditions contained in General Tender Notices and other Tender Documents. I/we hereby tender the Earnest Money of **Rs. 50,000/- (Fifty thousand rupees only.)**

**5.0** In the form of Demand draft or FDR issued by \_\_\_\_\_  
\_\_\_\_\_(Name and office of any Nationalized/Scheduled bank/  
UTI / ICICI / HDFC & IDBI) in favor of The Chief Officer, Valsad Nagarpalika,  
Valsad.

**6.0** If I/ we fail to commence the work specified in the memorandum in para (3) above, or I/we fail to deposit the amount in (3) above, I/we agree that the said Owner or its successors shall, without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money in full otherwise the said earnest money shall be retained by Owner towards the Security Deposit specified in (3) above. The said Owner shall also be at liberty to cancel the notice of acceptance of tender if I/we fail to deposit the Security Deposit as aforesaid or to execute an Agreement or to start work as stipulated in tender documents.

I/we enclose herewith evidence of my/our experience of execution of works of similar nature and magnitude carried out by me/us in the prescribed proforma and also the Income Tax and Sales Tax Clearance Certificates.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

WITNESS

(Name in block letters)

Yours faithfully

Signature of Tenderer  
with the seal of the firm

Name and Designation of  
authorised person signing  
the tender on behalf of  
the tenderers.

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**GENERAL CONDITIONS OF CONTRACT**  
**SECTION-I**

**DEFINITION OF TERMS:**

In this Contract (As here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- 1) The OWNER/SNSS means Valsad Nagarpalika duly represented by Valsad Nagarpalika, Valsad are the owner for this work.
  - 2) The "CONTRACTOR" means the person or the persons, firm of company or corporation whose tender has been accepted by the Owner and includes the Contractor's legal representatives his successors and permitted assigns.
  - 3) The "ENGINEER/ENGINEER-IN-CHARGE" shall mean the competent person and / or the consulting firm who be appointed / designated from time to time by the Valsad Nagarpalika and shall include those who are expressly authorized by Valsad Nagarpalika to act for and on his behalf for operation of this Contract.
  - 4) The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the Contractor in pursuant to and in accordance with the Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the Contract.
  - 5) The "PERMANENT WORK" means and includes works which will incorporate in and form a part of the work to be handed over to the Owner by the Contractor on completion of the Contract.
  - 6) "CONSTRUCTION EQUIPMENT" means all appliances / equipment's and things of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the work or camping facilities.
  - 7) "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings Specifications, Schedule of Items/Quantities and Rates, Letter of Acceptance and Agreed Variations if any, and such other documents constituting the tender and acceptance thereof.
  - 9) The "SUB-CONTRACTOR" means any person or Firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the written consent of the Engineer-in-Charge and the legal personal representatives, successors and permitted assigns of such person, firm or Company.
  - 10) The "Contract" shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all Contract documents.
  - 11) The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities & qualities of the work or works and the materials to be furnished under the Contract for the work as may be amplified or modified by the Valsad Nagarpalika or Engineer-in-Charge during the performance of Contract in order to provide for the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda's/ corrigenda published before entering into Contract.
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- 12) The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawing as may from time to time be furnished or approved in writing by the Engineer-in-Charge.
  - 13) The "TENDER" means the proposal along with supporting documents submitted by the Contractor for consideration by the Owner.
  - 14) The "ALTERATION ORDER" means an order given in writing by the Engineer-in-Charge to effect additions to or deletions from and alteration in the works.
  - 15) The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the Engineer-in-Charge when the works have been completed in its entirety in accordance with Contract document to his satisfaction.
  - 16) The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provisions of the Contract by the Contractor issued by the Engineer-in-Charge/Owner after the period of liability is over.
  - 17) The "PERIOD OF LIABILITY" in relation to a work means the specified period from the date of Completion Certificate up to the date of issue of final certificate during which the Contractor, stands responsible for rectifying all defects that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against manufacturing/fabrication construction defects covering all materials, plants, equipment's, components and the like supplied by the Contractor works executed against workmanship defects. The stipulations of B1 agreement clause shall always prevail.
  - 18) The "APPOINTING AUTHORITY" for the purpose of Arbitration shall be the Valsad Nagarpalika, Valsad or any other person so designated by the Owner.
  - 19) "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
  - 20) "PLANS" shall mean all maps, sketches and layouts as are incorporated in the Contract in order to define broadly the scope and specifications of the work or works and all reproductions thereof.
  - 21) "SITE" shall mean the lands and other placed on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the Owner for the purpose of the Contract.
  - 22) "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters and sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
  - 23) "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
  - 24) "TELEX/LETTER OF INTENT" shall mean intimation by a Telex/Letter/Fax to Tenderer(s) that the tender has been accepted in acceptance with the provisions contained in the letter.
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- 25) "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 26) A "WORKING DAY" means any day that is not declared to be holidays or rests day by the Owner.
- 27) "WEEK" means a period of any consecutive seven days.
- 28) "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
- 29) "VALUE OF CONTRACT" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the Contract rates as payable to the Contractor for the execution and full completion of the work.
- 30) "LANGUAGE FOR DRAWINGS AND INSTRUCTIONS" - All the drawings, titles, notes, instruction, dimensions etc. shall be in English Language.
- 31) "MOBILISATION" shall mean establishment of sufficiently adequate infrastructure by the Contractor at "Site" comprising of construction equipment's, aids, tools tackles including setting of site offices with facilities such as power, water, communications etc., establishing manpower organization comprising of Resident Engineers, supervising personnel and an adequate strength of skilled, semiskilled and unskilled workers, who, with the so established infrastructure shall be in position to commence execution of work at site(s), in accordance with the agreed time schedule of completion of work. "MOBILISATION" shall be considered to have been achieved, if the Contractor is able to establish infrastructure as indicated above to begin work at all site(s)/locations as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of Engineer-in-Charge/Owner.
- 32) "COMPLETION" shall mean pressing into service of the system of work executed or any other section or subsection of work of the contractor as certified by owner.
- 33) "Testing Charges: "
- All testing of material /out put of processed material shall have to be got tested in a govt. recognized approved laboratories, as defined in general / technical specification / Item wise specification. The payment for the testing charges to the laboratories shall be made by the Contractor as bill received.
- The contractor shall pay an amount limited to 1% of estimate cost of executed to works testing charges. Such testing charges shall be recovered from each running accounts bills to the extents of 1%. However recovery of total charges shall be continued till 1% of estimated cost put to tender is recovered.
- 34) "Vehicle" : The contractor at his own cost will provide one vehicle on full time basis to the owner / consultant to facilitate the work.
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## **SECTION-II**

### **2.0 GENERAL INFORMATION:**

#### **2.1 a) Name of Work :-**

Selection of Agency for Annual rate contract for hiring of JCB Machine, Forklift machine, and tractor with trolley for various works of Valsad Nagarpalika.

### **2.2 SCOPE OF WORK:**

The scope of work is defined in the Special Conditions of Contract and Specifications.

The Contractor shall provide all materials, Labour, consumables, tools & tackles, equipment and machineries, etc. to complete the entire work in all respect, as mentioned in Tender documents

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**2.3.1 GENERAL INSTRUCTIONS TO TENDERERS**

**2.3.2**

**SECTION III**

**3. The procedure for submission of tender shall be as under:**

- 3.1 EMD shall be as per CL-6
- 3.2 Tender must be submitted without making any additions, alterations as per details given in other clauses here under.
- 3.3 Addenda / corrigenda to this tender document, if issued, must be signed, submitted along with the EMD. The tenderer should write clearly the revised quantities in schedule of rates of tender document and should price the work based on revised quantity when amendments of quantities are Issued in addenda.
- 3.4 Tenderers are advised to submit bids based strictly on the terms and conditions and specifications put up in the tender documents and shall not stipulate any deviations.

**4. DOCUMENTS:**

**4.1 GENERAL :**

The tenders upload will consist of the following:

- i) A complete set of tender documents (in original) as provided duly filled in by the tenderer as prescribed in different separates / paras of the tender documents.
- ii) Earnest money in the manner specified in clause 6 thereof.
- iii) Power of attorney or a true copy thereof duly attested by a Gazetted officer in case an authorized representative who has signed the tender as required by clauses 4.5 here in shall be handed over to Valsad Nagarpalika up to **00/00/2025**
- iv) Latest income tax clearance certificate (ITCC) for the last three years and sales tax clearance certificate in original or true copies duly attested by Government Gazetted Officer in the proforma prescribed should be handed over to Valsad Nagarpalika up to **00/00/2025** The ITCC should be in the name of firm /individual quoting for the works. In the absence of ITCC tenderer may not be awarded the work tendered for, in light of Central Government directives/instructions.
- v) EMD, Tender Fee and Certified copies of relevant documentary evidence as specified at para – 7 of Bid Evaluation Criteria shall be submitted in Sealed Cover to the Chief Officer, Valsad Nagarpalika, latest by **00/00/2025** 18.00 during working hours.

**4.2 RATES TO BE QUOTATED**

- 4.2.1 This shall be percentage rate tender which is to be clearly understood by the tenderer. Tenderer is to submit his percentage above/below estimated amount, specified in the financial bid.
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DESCRIPTION OF WORKS	PRICE TO BE QUOTED
Selection of Agency for Annual rate contract for hiring of JCB Machine, Poclane machine, and tractor with trolley for various works of Valsad Nagarpalika.	

- 4.2.2 Amount of Work to be in figures and in words.  
The tenderer should quote in English both in figures as well as in words the amount tendered by him in schedule of financial bid.

If some discrepancies are found between the in figures and words or the amount shown in the tender the following procedure shall be followed.

When there is difference between the amount with % in figures & words the % that corresponds to the minimum quoted amount by the tenderer shall be taken as correct %.

#### 4.3 WITNESS

Witness and Sureties shall be persons of status and property holdings and their names, occupation and address shall be stated in statement of Pre Qualification Document and they shall sign in formats to be submitted to Valsad Nagarpalika up to **00/00/2026 up to 16.00 Hrs.**

#### 4.4 DETAILS OF EXPERIENCE

As specified at Para No. 7 Bid Evaluation Criteria on Page No.08.

#### 5. TRANSFER OF TENDER DOCUMENTS

Transfer of tender documents purchased by one intending tendered to another is not permissible

#### 6. EARNEST MONEY

6.1 EMD shall be amounting to **Rs. 50,000/- (Fifty thousand rupees only.)** shall be paid in form of FDR / DD of Nationalised banks / Scheduled banks such as UTI / ICICI / HDFC & IDBI banks. DD shall be in name of The Chief Officer, Valsad Nagarpalika, Valsad & shall be submitted to the Valsad Nagarpalika, Valsad in a sealed cover marked EMD for the work of Selection of Agency for Annual rate contract for hiring of JCB Machine, Poclane machine, and tractor with trolley for various works of Valsad Nagarpalika.at Valsad. latest on **03-07-2026** This cover shall not contain any other submission from the bidder.

6.2 The technical bid of bidders who have deposited EMD as per para 6.1 shall only be down loaded for further process of pre-qualification.

#### NOTE:

- No interest shall be paid by the owner on the earnest money deposited by tenderer.
  - **The FDR furnished in lieu of earnest money shall be kept valid for a period of "120 days" from the date of opening of tender.**
  - The earnest money deposited by successful tenderer shall be retained till submission
-

of Initial Security Deposit, but shall be forfeited, if the tenderer fails to deposit the requisite initial security deposit as per clause 23.0 of General Conditions of Contract Section – IV.

- Valsad Nagarpalika will refund the Earnest money of unsuccessful tenderers directly to the tenderer.

## 7. VALIDITY

Tender submitted by tenderers shall remain valid for acceptance for the period of **120 days from the date of downloading of the bid**. The tenders shall not be entitled during the said period of 120 days without the consent in writing of the owner, to revoke or cancel his tender or to vary the tender given or any terms thereof. In case of tenderer revoking and canceling his tender or varying any terms in regard thereof without the consent of owner in writing, the owner shall forfeit the earnest money paid by him along with tender.

## 8. ADDENDA / CORRIGENDA

- 8.1 Addenda/ Corrigenda to the tender document will be issued in duplicate prior to the date of opening of tenders to clarify documents or to reflect modifications in design or in contract terms.
- 8.2 Addenda/ Corrigenda to the tender documents will be issued in duplicate to each person or organisation to which a set of tender documents has been issued. Recipient will retain tenderer's copy of each addendum/ Corrigendum and attach original copy duly signed along with his offer. All addenda/ corrigenda thus issued shall become part of tender documents.

## 9.0 RIGHT OF OWNER TO ACCEPT OR REJECT TENDER

The right to accept to tender will rest with the owner. The owner, however, does not bind himself to accept the lowest tender and reserves to itself the authority to reject any/ all the tender received without assigning any reason whatsoever. Quoted rates should hold good for any eventualities.

Canvassing in connection with tenders is strictly prohibited and tender submitted by tenderers who resort to canvassing will be liable to rejection.

## 10. TIME SCHEDULE

- 10.1 Total time period of construction is **12 (Twelve)** calendar months and shall be reckoned from date of issue of work order. The completion schedule be drawn up in such a manner as to provide fronts for completion of other related works/activities. The period of construction includes the time required for testing, rectifications if any, re testing and completion in all respect and made fully functional to the satisfaction of the Engineer-in-Charge.
  - 10.2 A joint program of execution of the work will be prepared & submitted by the successful contractor, within 7 days of issue of work order and approved by the owner. This program will take in to account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the Engineer-in- charge.
  - 10.3 The "Owner" will draw up final Monthly/ Weekly construction program as submitted by the contractor. The contractor shall scrupulously adhere to these targets / programs
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by deploying adequate personnel, tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the target/ program. In all matters concerning the extent of targets set out in weekly and monthly program and the degree of achievement, the decision of the Owner / EIC will be final and binding on the contractor.

**11. TENDERER'S RESPONSIBILITY**

The intending tenderers shall be deemed to have visited the site and familiarized themselves thoroughly with the site conditions and all other aspects affecting the work under this Contract before submitting the tender. Non - familiarity with the site claims or for not carrying out the works in conformity with the drawings and specifications shall not be entertained or considered.

**12. SIGNING OF THE CONTRACT**

The successful tenderer shall be required to execute an agreement in the standard B-1 agreement form within 10 days from the date of issue of the Letter of Intent. In the event of failure on the part of the successful tenderer to sign the agreement within the above-stipulated period, the Earnest Money or his Initial Security Deposit will be forfeited and the Acceptance of the Tender shall be considered as cancelled. In case of any discrepancy between stipulations of this bid and B-1 agreement form the conditions of this bid shall prevail.

**13. FIELD MANAGEMENT & CONTROLLING/COORDINATING AUTHORITY**

- 13.1 The field management & co-ordination will be the responsibility of the Engineer – in – charge, who will be nominated by the Owner.

The Engineer - in - charge may also authorize his representative to assist in performing his duties and functions.

- 13.2 The Engineer - in - charge shall co-ordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the Contractor to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

**14. QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME**

Contractor shall include in his offer the quality assurance program containing the overall quality management and procedures which is required to be contract, detailed quality assurance program to be followed for the execution of contract under various division of work will be mutually discussed and agreed to. The contractor shall establish document and maintain an effective quality assurance system.

The owner / Third Party Inspector or their representative reserve the right to inspect / witness, review any or all stage of work at shop / site as deemed necessary for quality assurance.

**15. NOTE TO SCHEDULE OF ITEMS**

As specified in financial bid.

**16. POLICY FOR TENDERS UNDER CONSIDERATION**

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- 16.1 Only those tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Documents shall be deemed to be under consideration immediately after opening of Technical Bid and until such time an official intimation of acceptance / rejection of tender is made by Valsad Nagarpalika to the tenderer.
- 16.2 Valsad Nagarpalika, if necessary will obtain clarification on the Tender by requesting for such information/ clarifications from any or all tenderers, either in writing or through personal Contact as may be necessary and the tenderers are advised to refrain from contacting by any means Owner and or their employees/ representatives on their own on matters related to tenders under consideration. Tenderers will not be permitted to change the substance of the tenders after opening of tenders.

#### **17.0 AWARD OF CONTRACT**

- 17.1 The acceptance of tender will be intimated to the successful tenderer by Valsad Nagarpalika either by Fax / Telegram/ Cable or by Letter or like means-defined as Letter of Acceptance of Tender.
- 17.2 Valsad Nagarpalika will be the sole judge in the matter of Award of Contract and the decision of Valsad Nagarpalika shall be final and binding.

#### **18. CLARIFICATION OF TENDER DOCUMENT**

- 18.1 The tenderer is required to carefully examine the technical specifications, conditions of Contract, drawings and other details relating to work and given in tender document and fully inform himself as to all conditions and matters which may in any way affect the work or the part thereof. In case the tenderer is in doubt about the completeness and correctness of any of the contents of the tender document, he should request in writing for an interpretation/ clarification to Valsad Nagarpalika will then issue interpretation/clarification to tenderer in writing. Such clarification and interpretations shall form part of specifications and Tender Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitation to tender.
- 18.2 If Valsad Nagarpalika give any clarifications and informations to the tenderer's verbally then the same will not be considered as binding on Valsad Nagarpalika until these clarifications/ information are confirmed in writing.

#### **19. LOCAL CONDITIONS**

- 19.1 It will be imperative on each tenderer to acquaint himself of all local conditions & factors which may have any effect in any manner whatsoever on the execution of work covered under the Tender Document. Tenderer are requested to familiarise themselves with the Indian Income Tax act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related acts and laws and regulations of India with their latest amendments, as applicable. Valsad Nagarpalika shall not entertain any request for clarifications from the tenderers regarding such statutory laws prevailing at the time of bidding or likely to be enforced in future during currency of the work/agreement .
  - 19.2 It can be understood and agreed that such factors have properly been investigated and considered while submitting the tender by a bidder. No claim of financial or any other nature & adjustments to value of Contract on account of lack of clarity of such factors shall be entertained by the owner.
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## **GENERAL OBLIGATION**

### **SECTION - IV**

#### **20.0 INTERPRETATION OF CONTRACT DOCUMENTS**

##### **20.1 GENERAL**

Except if and to the extent otherwise provided by the Contractor, the provisions of General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the Contract. Several documents forming the Contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, errors or omission in the Contract or any part thereof, the matter may be referred to the Engineer-in-Charge who shall give his decisions and issue to Contractor instructions directing in what manner the work is to be carried out. The decision of the Engineer-in-Charge shall be final and conclusive and the Contractor shall carry out work in accordance with this decision.

Works shown in the drawings but not mentioned in the specifications or described in the specifications without being shown in the drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.

##### **20.2 HEADINGS AND MARGINAL NOTES**

All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other tender documents are solely for the purpose of giving a concise indication and not a summary of the contents thereof or to be used in the interpretation or construction thereof of the Contract.

##### **20.3 SINGULAR AND PLURAL**

In Contract Documents, unless otherwise mentioned/ indicated specifically, the singular shall include the plural and vice versa wherever the context so requires. Words implying "persons" shall include relevant "Corporate Companies / Registered Associations/ Body of Individuals / Firm of Partnership" as the case may be.

#### **21.0 SPECIAL CONDITIONS OF CONTRACT**

- 21.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, drawings and any other documents forming part of this Contract wherever the context so requires.
  - 21.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
  - 21.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to override the provisions of General Conditions of Contract and shall, to the extent of such variations, prevail.
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- 21.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the Value of Contract shall be deemed to have included the cost of such performance and provisions, so mentioned.
- 21.5 The materials, design and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

## **22.0 CONTRACTOR TO OBTAIN HIS OWN INFORMATION**

The Contractor in fixing his rate shall be for all purposes whatsoever the reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details given in the tender documents to help the Contractor to make the tender is not guaranteed.

The contractor shall be deemed to have examined the Contract Documents, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission there from shall not vitiate the Contract or release the Contractor from executing the work comprised in the Contract according to drawings and specifications at scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of materials and labour involved etc. and as to what all works he has to complete in accordance.

With the Contract Documents, whatever be the defects, omission or errors that may be found in the Contract Documents. The Contractor shall be deemed to have visited the surroundings and to have satisfied himself to the nature of all existing structure, if any, and also as to the nature and the conditions of the railways, roads, bridges and culverts means of transport and communication, whether by land, water or air and as to possible interruption thereto and the access to and egress from the site, to have made enquiries, examined and satisfied himself as to the sites/ sources for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatsoever required, depots and such other buildings as may be necessary for executing and completing the work(s), to have made local independent enquiries as to the sub soil, sub-soil water and variations thereof storms, prevailing winds, climatic conditions and all other similar matters affecting these works. He is deemed to have acquainted himself as to his liability for payment of Government, Taxes, Customs duty and other charges, levies etc.

Any neglect or omission or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or on any other matters affecting the Contract shall not relieve him from any risks of liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the Contract.

It is therefore expected that should the Contractor have any doubt as to the meaning of any portion of the Tender Documents he shall set forth the particulars thereof in writing to the Tender Document. Such clarifications as provided by Owner shall form part of the Contract documents.

No verbal agreement or inference from conversation with any Officer or employee of

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the Owner either before, during or after the execution of the Contract Agreement shall in any way effect or modify any of the terms or obligations herein contained.

Any change in layout due to site conditions or technological requirement shall be binding on the Contractor and no extra claim on this account shall be entertained.

### **23.0 SECURITY DEPOSIT**

- 23.1 Earnest Money Deposit shall be in the form of DD/FDR of Nationalized Banks / Scheduled banks - UTI, ICICI, HDFC, IDBI banks & NSC or SSNNL bonds etc. equivalent to 2.0% of the estimated cost put to tender i.e. Rs. 20,000.00
- 23.3 If the successful tenderer fails to commence the work within the prescribed time specified in the Contract the EMD shall be forfeited to action under clause no.26/27.
- 23.4 The Initial Security Deposit under this clause shall become due for discharge only after the completion of Defect Liability Period and issue of a Final Acceptance Certificate by the Engineer – in – Charge, settlement of dues to the Company and after the Contractor furnishes a Bank Guarantee.
- 23.5 If the Contractor/ Sub- Contractor or their employees shall damage, break, deface or destroy any property belonging to the Owner or others during the execution of the Contract, the same shall be made good by the Contractor at his own expenses in all respects and in default thereof, the Engineer - in - Charge may cause the same to be made good by other agencies and recover expenses from the Contractor (for which the Certificate of the Engineer- in - Charge shall be final and binding on the Contractor).
- 23.6 All compensation or other sums of money payable by the Contractor to the Owner under terms of this Contract may be deducted from or recovered by the encashment or sale of a sufficient part of his Security Deposit or from any sums which may be due or may become due to the Contractor by the Owner on any sums which may be due or may become due to the Contractor by the Owner on any account whatsoever and in the event of his Security Deposit being reduced by reasons of any such deductions or sale

as aforesaid, the Contractor shall within ten days thereafter make good in cash, Bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale/ encashment of his Security Deposit or any part thereof. No interest shall be payable by the Owner for sum deposited as Security Deposit.

### **24.0 TIME OF PERFORMANCE**

#### **24.1 TIME FOR MOBILIZATION**

Immediately on issue of Work Order (WO)

#### **24.2 TIME SCHEDULE OF CONSTRUCTION**

- 24.2.1 The general time schedule of construction is given in the Tender Document. Contractor should prepare a detailed monthly or weekly construction programme jointly with the Engineer- in - Charge within one month of issue of the Letter of Intent or acceptance of tender. The work shall be executed strictly as per the time schedule given in the contract Document. The period of construction given excludes the time required for mobilization but includes testing, rectification's, if any, retesting and completion in all
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respects in accordance with Contract Document to the entire satisfaction of the Engineer - in - Charge.

24.2.2 The Contractor shall submit a detailed PERT network within the time frame agreed above, consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field erection construction activities within fifteen days from the date of Letter of Acceptance of Tender. The network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed.

24.2.3 Contractors shall discuss the network so submitted with the Engineer - in - Charge and the agreed network which may be in the form as submitted to the Engineer - in - Charge or in revised form in line with the outcome of discussions shall form part of the Contract to be signed within fifteen days from the date of Letter of Acceptance of tender. During the performance of the Contract , if in the opinion of the Engineer - in - Charge proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress.

The above PERT network shall be reviewed periodically and reports shall be submitted by the Contractor as directed by Engineer - in - Charge.

**24.2.4 The work shall be completed within 12 (Twelve ) Calendar month from the date of issue of the Work order.**

**24.2.5 EXTENSION OF TIME FOR COMPLETION DUE TO ADDITION, ALTERATION AND SUBSTITUTED WORK.**

- a) In case of any addition alteration or substitution work, the time of completion of work shall be extended in the proportion to the value of altered, additional or substituted work that it bears to the original contract value of work and time. Over and above this, a further period to the extent of as per the B1 agreement form of such extension shall be allowed to the contractor.
- b) The contractor shall not be entitled to increase in prices or for any compensation whatsoever on account of the extension of time allowed.
- c) Any extension of time granted under the provision of this clause shall be without prejudice to other conditions of contract and will not absolve the contractor from the obligations of other clauses under the contract.

The decision of the owner in this regard will be final and binding on the contractor.

## **25.0 FORCE MAJEURE**

### **25.1 CONDITIONS FOR FORCE MAJEURE**

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended of the period during which force majeure event last. The cost and loss sustained by the either party shall be borne by respective parties.

The term " Force Majeure" as employed herein shall mean acts of God, earthquake, war (declared or undeclared) revolts, riots, fires, floods, rebellions, explosions,

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hurricane sabotage, civil commotion's  
and acts regulations of Government.

Upon the occurrence of such cause(S) and upon its/ their termination the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than 72 (Seventy two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence of support of its claim.

Time for performance of the relative obligation(s) suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

If deliveries of bought out items and/or works to be executed by the Contractor are suspended by Force Majeure conditions lasting for more than 2 (two) months the Owner shall have the option to terminate the Contract.

## **25.2 OUTBREAK OF WAR**

25.2.1 If during the currency of the Contract, there shall be an outbreak of war weather declared or not, in that part of the world which whether financially or otherwise materially affects the execution of the work, the Contractor shall unless and until the Contract is terminated under the provisions in this clause, continue to use his best endeavour to complete the execution of the work. Provided always that the Owner shall be entitled at any time after such outbreak of war to terminate the Contract by giving notice in writing to the Contractor and upon such notice being given the Contract shall save as to the operation of the clauses parties under this clause and to the operation of the clauses entitled settlement of disputes and Arbitration here - of be terminated out without prejudice to the right of either party in respect of any antecedent breach thereof.

If the Contract shall be terminated under the provision of the above clause, the Contractor shall, with all reasonable diligence remove from the site all the Contractor's equipment and shall give similar facilities to his Sub- Contractors to do so.

25.3 Any extension of time granted by the Valsad Nagarpalika in terms of above clause shall neither entitle the Contractor to any claim for increase in prices nor shall it release him from any of the obligation under the Contract. If the performance of the Contract as a whole is delayed by reason of Force Majeure conditions continuing to persist for a continuous period exceeding One (1) month the Owner and the Contractor shall discuss the matter and decide to discontinue or to continue its execution on such terms as may be agreed upon.

25.4 The Owner shall not be held responsible or be called upon to make good any losses/costs incurred by the Contractor consequent to the happening of any of the event(s) under the clauses above.

## **25.5 EXTENTION OF TIME FOR COMPLETION**

25.5.1 The Owner shall take into account the circumstances and the recommendations of the Engineer- in - Charge and determine the amount of extension of time to be granted, if any and shall notify the Contractor accordingly execution on such terms as may be agreed upon.

25.5.2 Any extension of time granted under the provisions of this clause shall be without prejudice to other conditions of the Contract and will not absolve the Contractor from

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the obligations under other clauses of the Contract.

## **26.0 RIGHTS OF THE OWNER TO FORFEIT SECURITY DEPOSIT**

Whenever any action of contractor for claim against the Contractor for the payment of a sum money arises out of under the Contract, the Owner shall be entitled to recover such sum by appropriating in part or whole the Security Deposit of the Contractor. In the event of the Contractor, then the balance or the total recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. The Contractor shall pay to the Owner on demand any balance remaining due.

## **27.0 FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISION OF THE CONTRACT.**

27.1 If the Contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the Contract or extension thereof or commits any breach of any of the provisions of the Contract it shall be open to the Owner at its option by written notice to the Contractor. :

- a) To Determine the Contract : In which event the Contract shall stand terminated and shall cause to be in force and effect on and from the date appointed by the Owner on that behalf, whereupon the Contract shall stop forth with any of the Contractor's work then in progress except such work as the Owner may in writing require to be done to safeguard any property or work or installations from damage and the Owner on his part may take over the work remaining unfinished work by the Contractor and complete the same through a fresh Contractor or by other means at the risk and cost of the Contractor. and any of its sureties, if any, shall be liable to the Owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner. Over and above the cost at the rate specified in the Schedule of Quantities and rates / prices.

Without determine the Contractor " To take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means at the risk and cost of the Contractor. The Contractor and any of his sureties are liable to the Owner for any excess cost over and schedule of Quantity / rates occasioned by such works having been taken over and completed by the owner.

27.2 In such events of clause 27.1 (a) or (b) above :

- a) The whole or part of the Security Deposit furnished by the Contractor is liable to be forfeited without prejudice to the right of the Owner to recover from the Contractor the excess cost referred to do the sub-clause aforesaid.
- b) The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry Three (6) calendar months reckoned from the date of termination of Contract or from date of the taking over of the work or part there for by the Owner as the case may be, during which period the responsibility for faulty materials of workmanship in respect of such work shall, under the Contract rest exclusively with the Contractor. This amount shall be retained by the owner and authorized or required reserved or retained under the terms and Condition of the Contract.

27.3 Before the determined the Contract as per clause 27.1 (a) or (b) provided in the judgment of the owner, the default or default committed by the Contractor is / curable and can be cured by the Contractor if any opportunity is given to him, then the Owner may issue notice in writing calling the Contractor to cure the default with in

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such time specified in the notice.

- 27.4 The owner shall also have the right to proceed or take action as per 27.1 (a) or (b) above, in the event that the Contractor becomes bankrupt, in solvent, compounds with his creditors, assigns the contract in favour of his creditors or any other person or other person or being a Company or a Corporation goes into Voluntary or otherwise liquidation or if a Receiver or Manager is appointed by the Court, provided that in the said events it shall be not necessary for the owner to give any prior notice to the contractor.
- 27.5 Termination of the Contract as provided for in sub- clause 27.1 (a) above shall no prejudice or affect the rights of the owner may have accrued upto to date of such termination.

**28.0 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 27**

In any case in which any of the powers conferred upon the Owner by clause 27.0 hereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of defaults by the Contractor for which, by any clause of clauses hereof, he is declared liable to pay compensation amounting to the whole of his Security Deposit, and the liability of the Contractor for past and future compensation shall remain unaffected.. In the event of the owner exercising the power under above sub- clause (a) or (b) vested in him under the preceding clause he may, if he so desires, take possessions of all or any tools and plants, materials and stores in or upon the works or the site thereof belonging to the Contractor or upon the works in the site thereof belonging to the contractor procured by him and intend to be use for the execution of the work or any part thereof paying or alonging for the same in amount at the Contract Rates or in case of these not being applicable, at the current market rates to be certified by the Engineer -in - Charge whose certificate thereof shall be final and binding on the Contractor otherwise the Engineer - in-Charge may give notice in writing to the Contractor or his clerk of the works for man or other authorized agent, requiring him to remove such tools, plants materials or stores from the premises ( within a time to be specified in such notice,) and the events of the Contractor falling to comply with any such requisition the Engineer - in- Charge may remove them the Contractor's expense or sell them by auction or private sale on account of the Contractor and his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer - in - Charge as to the expense of any such removal and the amount of the proceed and expenses of any such sale be final and conclusive against the Contractor.

**29.0 CHANGE IN CONSTITUTION**

Where the Contractor is a Partnership Firm, the prior approval of the Owner shall be obtained in writing before any changes is made in the Constitution of the Firm. Where the Contractor is an individual or an Hind undivided family business concern such approval as aforesaid shall likewise be obtained before such Contractor enters into any agreement with other parties where under the reconstituted Firm would have the right to carry out the work hereby undertaken by the Contractor.

In either case, if prior approval as aforesaid is not obtained, the Contract shall be deemed to have been allotted in contravention of **clause 35** hereof and action may be taken and the same consequences shall ensue as provided in the said clause.

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### **30.0 TERMINATION OF CONTRACT IN CASE OF DEATH**

If the Contractor is an individual or a Proprietary Concern and the individual or the Proprietor dies or if the Contractor is a partnership concern and one of the partner dies then unless, the Owner is satisfied that the legal representative or the individual or the proprietary concern or the surviving partners are capable of carrying out and completing the Contract, he (the Owner) is entitled to cancel the contract without being liable for any compensation payment to the estate of the deceased Contractor and/ or to the surviving Partners of the Contractor's Firm on account of the cancellation of Contract. The decision of the Owner in such assessment shall be final. The Owner shall not hold the estate of the deceased Contractor and /or the surviving Partners of the Contractor's firm liable for any damages for non- completion of Contract.

### **31.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE**

No Director or Official or Employee or the Owner/ Third Party Inspector shall in any way be personally bound or liable for the acts or obligations of the Owner under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

### **32.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION**

The Contractor shall not be entitled to any increase on the Schedule Rates or any other right or claim whatsoever by reason of any representation, explanation, statement of alleged representation, promise or guarantee given or alleged to have been given to him by any person.

### **33.0 CONTRACTOR'S OFFICE AT SITE**

The Contractor shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be kept open at all reasonable hours to receive instructions, notice or other communication.

The Contractor, at all times, shall maintain a site instruction book and compliance of these shall be communicated to the Engineer-in-Charge from time to time and the whole document to be preserved and handed over to the Engineer-in-Charge after completion of works.

### **34.0 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT**

- 34.1 The Contractor, on or after award of the work, shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature to whom the equipment's, materials if any shall be issued and instructions for works given. The Contractor shall also provide, to the satisfaction of the Engineer-in-Charge, sufficient & qualified staff to superintend the execution of the work, competent sub-agent, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the contract in such manner as will ensure proper execution of work and its timely completion. If, in the opinion of the Engineer-in-Charge, additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge, that his sub-Contractors, if any, shall provide competent & efficient supervision over the work entrusted to them.
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If and whenever any of the Contractor's or Sub- Contractor's agents, sub-agents, assistants, foremen or other employees shall, in the opinion of Engineer- in- Charge, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Owner or the Engineer-in- Charge , it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor if so directed by the Engineer-in - Charge shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer- in- Charge Any person so removed from the work shall be immediately replaced at the expense of the Contractor be requested to repatriate any person removed from the work he shall do so and shall bear all costs in connection herewith.

- 34.2 The Contractor shall be responsible for the proper behavior of all staff, foremen, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequent claim or actions for damages or injury or on any other grounds whatsoever. The decision of the Engineer- in- Charge upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability of Owner on account of deployment of Contractor's staff etc. or incidental to or arising out of the execution of Contract.

- 34.3 If and when required by the Owner, Contractor's personnel entering upon the Owner's premises shall be properly identified by badges, of a type acceptable to the Owner, which must be worn at all times of Owner's premises. Contractor may be required to obtain daily entry pass(es) for his staff/employees from Owner to work within operating areas. These being safety requirements to relaxation's on any account shall be given to Contractor.

### **35.0 SUB-LETTING OF WORKS**

No part of the Contract nor any share or interest therein shall, in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, Firm or Corporation whatsoever without the consent in writing of the Owners except as provided for in the succeeding Sub-Clause.

#### **i) SUB- CONTRACTS FOR TEMPORARY WORKS ETC.**

The Owner may give written consent to sub-Contract for the execution of any part of the work at the site being entered into by Contractor provided each individual sub-Contract is submitted to the Engineer - in - Charge before being entered into and is approved by him.

#### **ii) LIST OF SUB- CONTRACTOR TO BE SUPPLIED**

At the commencement of every month the Contractor shall furnish to the Engineer-in- Charge list of all sub- Contractors or other persons or Firms engaged by the Contractor and working at the site during the previous month with particulars of the general nature of the sub- Contracts or works done by them.

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iii) **CONTRACTOR'S LIABILITY NOT LIMITED BY SUB- CONTRACTORS**

Notwithstanding any subletting with such approval as aforesaid and notwithstanding that the Engineer - in - Charge shall have received copies of any sub- Contract(s) the Contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the work and the performance of all the conditions of the Contract in all respects as if such subletting or sub-Contracting had not taken place and as if such work had been done directly by the Contractor. In the event of the sub-Contractor's failure in complying with the statutory obligations e.g. labour payments etc., then the Contractor should be fully responsible in resolving these discrepancies of any nature. Valsad Nagarpalika will not way be responsible for any such lapses on part of sub- Contractor(s) engaged solely by the Contractor.

vi) **OWNER MAY TERMINATE SUB- CONTRACT**

If any sub- Contractor engaged upon the works at the site executes any works which in the opinion of the Engineer- in - Charge is not in accordance with the Contract Documents, the Owner may, by written notice to the Contractor request him to terminate such sub Contract and the Contractor upon the receipt of such notice, shall terminate such sub-Contract and dismiss the sub- Contractor(s) and the latter shall forthwith leave the works, failing which the Owner shall have the right to remove such sub-Contractor(s) from the site.

v) **NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE**

No action taken by the Owner under the clause shall not relieve the Contractor of any of his liabilities under the Contract or give rise to any right for compensation extension of time or otherwise.

36.0 **POWER OF ATTORNEY**

If the Contractor shall not commence the work in the manner previously described in the Contract Documents or if he shall at any time in the opinion of the Engineer-in-Charge.

i) Fail to carry out the work in conformity with the Contract Documents, or

ii) Fail to carry out the work in accordance with the Time Schedule, or

Substantially suspend work or the works for a period of fourteen days without authority from the Engineer- in - Charge or

Fail to carry out and execute the work to the satisfaction of the Engineer-in-Charge ,  
or

Fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or

Commits or allows to be committed by any of his authorized sub-Contractors or agents any other breach of any of the provisions of Contract on his part to be performed or observed or persist in any of the above mentioned breaches of the Contract for fourteen days after notice in writing shall have been given to the Contractor by the Engineer- in- Charge requiring such breach to be remedied, or

If the Contractor shall abandon the work, or

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viii) If the Contractor, during the continuance of the Contract shall become bankrupt, make any arrangement or composition with his creditors or permit any execution to be believed or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction, then in any such case, the Owner shall have the power of enter upon the work and take possession thereof and of the materials, temporary work, construction plant and stock thereon and to revoke the Contractor's licence to use the same and to complete the work by his agent, other Contractor or work-men or to relate the same upon any terms and to such other person, Firm or Corporation as the Owner in his absolute discretion may think proper and to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary work, construction plant and stock as aforesaid without making payment or allowance to the Contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge to be reasonable and without making any payment or allowance to the Contractor for the use of the temporary works, construction plant and stock or being liable for any loss or damage thereto and if the Owner shall be reason of his taking possession of the work or of the work being completed work being completed by other Contractor (due account being taken of any such extra work or works which may be omitted) then the amount of such excess as certified by the Engineer-in-Charge shall be deducted from any money which may be due for work done by the Contractor under the Contract and not paid for. Any deficiency shall forthwith be made good and paid to the Owner by the Contractor and the owner shall have power to sell in such manner and for such price as he may think fit, all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

37.0 The Contractor shall confirm in all respects with provision of any statutory regulations, ordinances or by laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the work or any temporary works. The Contractor shall keep the Owner indemnified against all penalties and liabilities of every kind, arising out of non adherence to such statutes, ordinances, laws, rules, regulations etc.

#### 38.0 **OTHER AGENCIES AT SITE**

The Contractor shall have to execute the work in such places and conditions where other agencies will also be engaged by the Owner for other works such as site grading, filling, levelling, Electrical and Mechanical engineering works etc. No claim shall be entertained due to work being executed in the above circumstances.

#### 39.0 **NOTICE**

##### 39.1 **TO THE CONTRACTOR**

Any notice hereunder may be served on the Contractor or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the Contractor. Proof of issue of any such notice could be conclusive of the Contractor having been duly informed of all contents therein.

##### **TO THE OWNER**

Any notice to be given to the Owner under the terms of the Contract shall be served by sending the same by registered mail to or delivering the same at the respective site offices of Valsad Nagarpalika addressed to the Chief Officer, Valsad.

#### 40.0 **RIGHT OF VARIOUS INTERESTS**

i) The Owner reserves the right to distribute the work between more than one

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agency(ies). The Contractor shall co-operate and afford other agency(ies) so employed by the Owner reasonable opportunity for access to the work for the carriage and storage of materials and execution of their works.

- ii) Wherever the work being done by any department of the Owner or by other agency(ies) employed by the Owner is contingent upon work covered by this Contract, the respective rights of the various interests involved shall be determined by the Engineer- in- Charge to secure the completion of the various portions of the work in general harmony.

#### 41.0 **PATENTS AND ROYALTIES**

- 41.1 The Contractor if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this Contract agrees to pay all royalties and license fees which may be due with respect thereof. If any equipment, machinery, materials, composition or matters be used or supplied or methods and processes to be practiced or employed in the performance of this Contract is covered by a patent under which the Contractor is not licensed then the Contractor before supplying or using the equipment, machinery, materials, composition, method or processes shall obtain such licences and pay such royalties and such licence fees as may be necessary for performance of this Contract . In the event the Contractor fails to pay any such royalty or obtain any such licence any suit for infringement of such patents which is brought against the Contractor or the Owner as a result of such failure will be defended by the Contractor at his own expense and the Contractor will pay damages and costs awarded in such suit(s) . The Contractor shall promptly notify the Owner if the Contractor has acquired knowledge of any plant under which a suit of the use by the infringement could be reasonably brought because of the use by the Owner of any equipment, machinery, materials, process, methods to be supplied hereunder. The Contractor agrees to and does hereby grant to Owner together with the right to extend the same to any of the subsidiaries of the Owner as irrevocable, royalty free licence to use in any country, any invention made by the Contractor or his employee in or as result of the performance of the work under the Contract.
  - 41.2 All charges on account of royalty, tollage, rent, octroi terminal or sales tax and/ or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the Owner) shall be borne by the Contractor.
  - 41.3 The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this Contract, the sand, stone, clay, ballast, earth, rock or other substance or materials obtained from any excavation made for the purpose of the work or any building or produce upon the site at the time of delivery of the possession thereof but all such substances, materials, buildings and produce shall be the property of the Owner provided that, the Contractor may, with the permission of the Engineer- in - Charge, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the Engineer- in - Charge.
  - 41.4 The Owner shall indemnify and save harmless the Contractor from any loss on account of claims against Contractor for the contributory infringement of patent rights arising out of and based upon the claims that the use of the Owner of the process included in the design prepared by the Owner and used in the operation of the plant infringes on any patent right. With respect to any Sub-Contract entered into by Contractor pursuant to the provisions of the relevant clause hereof the Contractor shall obtain from the sub-Contractor an undertaking to provide the Owner with the same patent protection that Contractor is required to provide under the provisions of
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this clause.

#### **42.0 LIEN**

- 42.1 If any time there should be evidence or any lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify the Owner/Consultant against such lien or claim and if such lien or claim be valid, the Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the Contractor shall refund for pay to the Owner all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses, Owner reserves the right to do the same.
- 42.2 The Owner shall have lien on all materials, equipment's including those brought by the Contractor for the purpose of erection, testing and commissioning of the work.
- 42.3 The Final payment shall not become due until the Contractor delivers to the Engineer-in-Charge a complete release or waiver of all liens arising or which may arise out of his agreements of receipt in full or certification by the Contractor in a form approved by Engineer- in - Charge that all invoices for labour, materials, services have been paid in lien thereof and if required by the Engineer - in- Charge in any case an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labour and material for which a lien could be filed.
- 42.4 Contractor will indemnify and hold the Owner/ Third Party Inspector harmless for a period of two years after the issue of Final Certificate from all liens and other encumbrances against the Owner/ Third Party Inspector on account of debts or claims alleged to be due from the Contractor or his Sub-Contractor and on behalf of Owner/ Third Party Inspector will defend at his own expense any claim or litigation brought against the Owner/ Third Party Inspector or the Contractor by any person including his Sub-Contractors till its satisfactory settlement even after the expiry of two years from the date of issue of Final Certificate.

#### **43.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS**

- 43.1 In case the Contractor's performance is delayed due to any act or omission on the part of the Owner or his authorized agents then the Contractor shall be given due extension of time for the completion of the work to the extent such omission on the part of the Owner has caused delay in the Contractor's performance of his work. This shall include permissions of Right of Use (ROU) to be obtained by the owner.
- 43.2 No adjustment in Contract price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document where in the Owner reserves the right to seek indulgence of Contractor to maintain the agreed time schedule of completion. In such an event the Contractor shall be obliged to arrange for working by Contractor's personnel for additional time beyond stipulated working hours as also on Sundays and holidays and achieve the completion date/ interim targets.

#### **44.0 PAYMENTS IF THE CONTRACT IS TERMINATED**

- 44.1 If the Contract shall be terminated as per Tender, the Contractor shall be paid by the Owner, in so far as such amounts or items shall not have already been covered by payments of amounts made to the Contractor, for the work executed and accepted by
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the Engineer- in - Charge prior to the date of termination at the rates and prices provided for in the Contract and in addition to the following:

- a) The amount payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed and an appropriate portion as certified by Engineer- in - Charge of any such items of the work or service comprised which has been partially carried out or performed.
- b) Any other expense which the Contractor has expended for performing the work under the Contract subject to being duly recommended by Engineer - in - Charge and approved by Owner for payment based on documentary evidence of his having incurred such expenses.

44.2 The Contractor will be further required to transfer the title and provide the following in the manner and as directed by the Owner.

- a) Any and all completed works.
- b) Such partially completed work included in drawings, information and Contract rights as the Contractor has specially performed, produced or acquired for the performance of the Contract.

#### **NO WAIVER OF RIGHTS**

Neither the inspection by the Owner or Consultant or any of their officials,

employees or agents nor any orders by the Owner or Third Party Inspector for payment of money or any payment for or acceptance of the whole or any part of the work by the Owner nor any extension of time nor any possession taken by Owner shall operate as a waiver of any provisions of the Contract or of any power herein reserved to the Owner or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

#### **46.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR**

No interim payment certificates of the Owner nor any sum paid on account by the Owner nor any extension of time for execution of the work granted by Owner/ Third Party Inspector shall affect or prejudice the rights of the work granted by Owner against the Contractor or relieve the Contractor of his obligations for the due performance of the equipment supplied and no certificate shall create liability for the Owner to pay for alterations, amendments, variations or additional works not ordered on writing by Owner or discharge the liability of the Contractor for the payment of damages whether due ascertained or certified or not or any sum against the payment of which he is bound to indemnify the Owner.

#### **47.0 LANGUAGE AND MEASURE**

All documents pertaining to the Contractor including Specifications, Schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used in the Contract unless otherwise specified.

#### **48.0 TRANSFER OF TITLE**

48.1 The title of Ownership of supplies furnished by the Contractor shall not pass on to the

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Owner for all supplies till the same are finally accepted by the Owner after the successful completion of performance Test and Guarantee -Test issue of final certificate.

- 48.2 However, the Owner shall have the lien of all such works performed as soon as any advance or progressive payment is made by the Owner to the Contractor and the Contractor shall not subject these works for use other than those intended under this Contract.

**49.0 RELEASE OF INFORMATION**

The Contractor shall not communicate or use in advertising, publicity sales, releases or in any other medium, photographs or other reproduction of the work under this Contract of descriptions of the site dimensions, quantity, quality or other information's, concerning the work unless prior written permission has been obtained from the Owner.

**50.0 BRAND NAME**

The specific reference in the Specifications and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, tenderer may offer other similar alternatives provided it meets the specified standard design and performance requirements.

**51.0 COMPLETION OF CONTRACT**

Unless otherwise terminated under the provisions of any other relevant clause this Contract shall be deemed to have been completed at the expiration of the period of liability as provided for under the Contract.

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## **PERFORMANCE OF WORK**

### **SECTION-V**

#### **52.0 EXECUTION OF WORK**

All the work shall be executed in strict conformity with the provisions of the Contract Documents and with such explanatory detailed drawings, specifications, bill of quantities and instructions as may be furnished from time to time to the Contractor by the Engineer-in-Charge whether mentioned in the Contract or not.

The Contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall provide all necessary materials equipment's labour etc. for execution and maintenance of work till completion unless otherwise mentioned in the Contract.

#### **53.0 CO-ORDINATION AND INSPECTION OF WORK**

The co-ordination and inspection of day-to-day work under the Contract shall be the responsibility of the Engineer-in-Charge. The written instruction regarding any particular job will normally be passed by the Engineer -in-Charge or his authorized representative. A site order book will be maintained by the Contractor for each sector in which the aforesaid written instructions will be entered. These will be signed by the Contractor or his authorized representative by way of acknowledgement within 12 hours.

#### **54.0 WORK IN MONSOON AND DEWATERING**

54.1 The execution of the works may entail working in the monsoon also. The Contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

54.2 During monsoon and other period, it shall be the responsibility of the Contractor to keep the construction work site free from water at his own cost.

#### **55.0 WORKS ON SUNDAYS AND HOLIDAYS**

For carrying out work on Sundays and holidays, the Contractor will approach the Engineer-in-Charge or his representative at- least two days in advance and obtain permission in writing. The Contractor shall observe all labour laws and other statutory rules and regulations in force. In case of any violation of such laws, rules and regulations, consequences, if any , shall be exclusively borne by the Contractor and the Owner shall have no liability whatsoever on this account.

#### **56.0 GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK**

56.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in case of need and the Owner will not compensate the same. Shift working at 2 or 3 shifts per day may become necessary to complete the job in schedule time. No extra claims will be entertained by the Owner of this account. For carrying out work beyond working hours the Contractor will approach the Engineer-in-Charge or his authorized representative and obtain prior written permission.

56.2 The Contractor must arrange for the placement of workers in such a way that the

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delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper employment. The Owner will not entertain any claim for idle time payment whatsoever.

- 56.3 The Contractor shall submit to the Owner/Engineer-in- Charge at regular intervals regarding the state and progress of work. The details and proforma of the report will mutually be agreed after the award of the Contract. The Contractor shall provide display boards showing progress and labour strength at work site as directed by the Engineer-in-Charge.

**57.0 ALTERATIONS IN SPECIFICATIONS, DESIGNS AND EXTRA WORKS**

- 57.1 The work covered under this Contract having to be executed by the Contractor on item rates quoted by him, the Owner will not accept any proposals for changes in Value of Contract or extension in time on account of any such changes which may arise to the Contractor's scope of work as a result of detailed engineering and thereafter during the execution of work. The only exception to this will be a case where the Owner requests in writing to the Contractor to upgrade/ downgrade the specifications, change the scope of work or the size of any major pieces of equipment's, plant or machinery beyond what is normally required to meet the scope of work defined in the Contract Document.

In such cases a change order will be initiated by the Contractor at the appropriate time for the Owner's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

- 57.2 The Engineer-in-Charge shall have power to make any alteration in, omission from, addition to or substitution for the Schedule of Items, 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 such altered/extra/new items of work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work. The time for completion of work may be extended for the part of the particular job at the discretion of the Engineer-in- Charge for only such alterations, additions or substitutions of the work as he may consider as justified and reasonable. (clause no 24.2.5 in this regard may be referred) The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions:

**65.0 MATERIALS OBTAINED FROM DISMANTLING**

If the Contractor in the course of execution of the work is called upon to dismantle any part for reasons other than those stipulated in clauses 72 and 75 hereunder, the materials obtained in the work of dismantling etc. will be considered as the Owner's property and will be disposed of to the best advantage of the Owner.

**66.0 ARTICLE OF VALUE FOUND**

All gold, silver and other materials of any description and all precious stones, coins, treasure, relics, antiquities and other similar things which shall be found in, under or

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upon the site shall be the property of the Owner and the Contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to such person or persons indicated by the Owner.

#### **67.0 DISCREPANCIES BETWEEN INSTRUCTIONS**

Should any discrepancy occur between the various instructions furnished to the Contractor, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Contractor's staff and the Engineer-in-Charge's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision for losses alleged to have been caused by such discrepancies between instructions, doubts or misunderstanding shall, in any event, be admissible.

#### **68.0 ACTION WHERE NO SPECIFICATION IS ISSUED**

In case of any class of work for which there is no specification supplied by the Owner as mentioned in the Tender Documents, such work shall be carried out in accordance with PWD specifications & Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the work should be carried out as per Standard Engineering Practice subject to the approval of the Engineer-in-Charge.

#### **69.0 INSPECTION OF WORKS**

- 69.1 The Engineer-in-Charge/Consultant/Third Party Inspector will have full power and authority to inspect the work at any time wherever in progress either on the site or at the Contractor's premises/workshops wherever situated, premises/workshops of any person, Firm or Corporation where work in connection with the Contract may be in hand or where materials are being or are to be supplied and the Contractor shall afford or procure for the Engineer-in-Charge/ Third Party Inspector every facility and assistance to carry out such inspection. The Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his representative to visit the 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 the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than seven days notice in writing to the Engineer-in-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work, in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at Contractor's expense for carrying out such measurement or inspection & to be covered up subsequently after the measurement & instructions at contractor's expense.
- 69.2 No material shall be dispatched from the Contractor's stores before obtaining the approval in writing of the Engineer-in-Charge/ Third Party Inspector. The Contractor is to provide at all time during the progress of the work and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the work by the Engineer-in-Charge/ Third Party Inspector.
- 69.3 The Contractor shall make available to the Engineer-in-Charge / Third Party Inspector free of cost all necessary instruments and assistance in checking or setting out of work and in the checking of any work made by the Contractor for the purpose
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of setting out and taking measurement of work.

**74.0 OWNER MAY DO PART OF WORK**

Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this Contract, the Owner has the alternative right, instead of assuming charge of entire work, to place additional labour force, tools, equipment's and materials on such parts of the work as the Owner may designate and/or also engage another Contractor to carry out the work. In such cases, the Owner shall deduct from the amount which otherwise might become due to the Contractor, the cost of such work and materials with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the Contractor, the Contractor shall pay the difference to the Owner.

**75.0 POSSESSION PRIOR TO COMPLETION**

The Engineer-in-Charge shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be an acceptance of any work as completed in accordance with the Contract Agreement. If such prior possession or use by the Engineer-in-Charge delays the progress of work, equitable adjustment in the time of completion will be made and the Contract Agreement shall be deemed to be modified accordingly.

**76.0 TWELVE MONTHS PERIOD OF LIABILITY FROM THE DATE OF COMPLETION**

76.1 The Contractor shall guarantee the installation/work for a period of 12 months from the date of completion of work as certified by the Engineer-in-Charge which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may carry out such works by other agencies and deduct actual cost incurred towards labour, supervision and materials, consumables or otherwise plus 15% towards overheads (of which the Certificate of Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter become due to the Contractor or from his Security Deposit or the proceeds of sale thereof or a sufficient part on thereof. This 12 months period will be termed as Defect Liability Period.

76.2 If the Contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the Engineer-in-Charge in writing.

If during the Defect Liability Period any portion of the work/equipment is found defective and is rectified/replaced, the period of liability for such equipment/portion of work shall operate from the date such rectifications/replacements are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of work/equipment only. Notwithstanding the above provisions, the supplier's guarantee/warranties for the replaced equipment shall also be passed on to the Owner.

**77.0 CARE OF WORKS**

From the commencement to completion of the work, the Contractor shall take full responsibility for the care for all works including all temporary works and in case any damage, loss or injury shall happen to the work or to any part thereof or to any temporary works from any cause whatsoever shall at his own cost repair and make

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good the same so that on completion, the work shall be in good order and in conformity in every respect with the requirement of the Contract and the Engineer-in-Charge's instructions.

#### **78.0 DEFECTS PRIOR TO TAKING OVER**

78.1 If at any time before the work is taken over, the Engineer-in- Charge shall:

- a) Decide that any work done or materials used by the Contractor or by any Sub-Contractor is defective or not in accordance with the Contract or that the works or any portion thereof are defective or do not fulfil the requirements of Contract (all such matters being hereinafter called 'defects' in this clause), and
- b) As soon as reasonably practicable, give to the Contractor notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the Contractor shall at his own expenses and with all speed make good the defects so specified.

In case Contractor shall fail to do so, the Owner may take at the cost of the Contractor, such steps as may, in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the Owner will be recovered from the amount due to the Contractor. The decision of the Engineer-in-Charge with regard to the amount to be recovered from the Contractor will be final and binding on the Contractor. As soon as the work have been completed in accordance with the Contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 80.1 of general conditions of Contract) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the work have been so completed and has passed the said tests and the Owner shall be deemed to have taken over the work on the date so certified. If the work has been divided into various groups in the Contract, the Owner shall be entitled to take over any group or groups before the other or others and there upon the Engineer- in-Charge shall issue a Completion Certificate which will however, be for such groups so taken over only. In such an event in the group/section/part so taken over is related to the integrated system of the work, notwithstanding date of grant of Completion certificate for group/section/part, the period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of the work.

#### **78.2 DEFECTS AFTER TAKING OVER**

In order that the Contractor could obtain a Completion Certificate, he shall make good with all possible speed any defects arising from the defective materials supplied by the Contractor or workmanship or any act or omission of the Contract or that may have been noticed or developed after the works or groups of the works have been taken over the period allowed for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the Owner may proceed to do the work at Contractor's risk and expense and deduct from the Final Bill such amount as may be decided by the Owner.

If by reason of any default on the part of the Contractor a Completion Certificate has not been issued in respect of any portion of the work within 1 month after the date fixed by the Contract for the completion of the work, the Owner shall be at liberty to use the work or any portion thereof in respect of which a Completion Certificate has not been issued, provided that the work or the portion thereof so used as aforesaid,

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the Contractor shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

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## **GUARANTEE/TRANSFER OF GUARANTEE**

For works like water proofing, acid and alkali resisting materials, pre-construction soil treatment against termites or any other specialised works etc. the Contractor shall invariably engage Sub-Contractors who are specialists in the field and firms of repute and such a Sub-Contractor shall furnish guarantees for their workmanship to the Owner through the Contractor. In case such a Sub-Contractor/firm is not prepared to furnish a guarantee to the Owner, the Contractor shall give that guarantee to the Owner directly.

### **80.0 TRAINING OF OWNER'S PERSONNEL**

- 80.1 The Contractor undertakes to provide training to engineering personnel selected and sent by the Owner at the works of the Contractor without any cost to the Owner. The period and the nature of training for the individual personnel shall be agreed upon mutually between the Contractor and the Owner. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/or in their collaborator's works and where possible in any other plant where equipment manufactured by the Contractor or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the Contractor. Owner shall bear only travel, boarding and lodging expenses for the said engineering personnel.

### **81.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS**

If during the progress of the work, Owner shall decide and inform in writing to the Contractor, that the Contractor has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified or has not executed the work strictly in accordance with the applicable specifications/standards, the Contractor on receiving details of such defects or deficiencies, shall at his own expenses within 7 (seven) days of his receiving the notice or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work and furnish fresh equipment's upto the standards of the specifications. In case the Contractor fails to do so, Owner may on giving the Contractor 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the work so complained of and at the cost of Contractor perform all such works or furnish all such works or furnish all such equipment's provided that nothing in the Clause shall be deemed to deprive the owner of or affect any rights under the Contract.

The Contractor's full and extreme liability under this clause shall be satisfied by the payments to the Owner of the extra cost of such replacements procured including erection/installation as provided for in the Contract. Such extra cost being the ascertained difference between the price paid by the Owner for such replacements and the Contract price portion for such defective plants/work and repayments of any sum paid by the Owner to the Contractor in respect of such defective plant. Should the Owner not so replace the defective plant/work. The Contractor's extreme liability under his clause shall be limited to the repayment of all such sums paid by the Owner under the Contract for such defective plant/work.

### **82.0 DEFENCE OF SUITS**

If any action in Court is brought against the Owner or Consultant or an officer or agent of the Owner/ Third Party Inspector for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract or damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractor or in connection

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with any claim based on lawful demands of Sub-Contractors workmen, suppliers or employees, the Contractor shall in such cases indemnify and keep the Owner and Consultant and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

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## **CERTIFICATES AND PAYMENTS**

### **SECTION-VI**

#### **83.0 PROCEDURE FOR MEASUREMENT AND BILLING OF WORK IN PROGRESS**

##### **83.1 BILLING PROCEDURE**

Following procedure shall be adopted for billing of works executed by the Contractor.

83.1.1 All measurements shall be recorded in **centuplicate** on standard measurement sheets and shall be submitted to Engineer- in-Charge.

83.1.2 Valsad Nagarpalika shall make all endeavors to make payment of all undisputed amount(s) of bill certified by Engineer-in- Charge within 15 days time limit from date of submission of bill.

83.1.3 Measurements shall be recorded as per the methods of measurement spelt out in IS code of latest Specifications/Contract Documents. Engineer- in-Charge shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the measurement books/bills.

##### **83.2 SECURED ADVANCE ON MATERIALS**

No secured advance shall be paid to the Contractor against materials brought to site for execution of work as specified in the Special Condition of Contract.

##### **83.3 DISPUTE IN MODE OF MEASUREMENT**

In case of any dispute as to the mode of measurement not covered by the Contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed or PWD specifications shall be followed.

#### **84.0 ROUNDING OF AMOUNTS**

In calculating the amount of each item due to the Contractor in every Certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificates shall be rounded off to the nearest Rupees i.e. sum of less than 50 paise shall be omitted and sum of 50 paise and more upto one rupee shall be reckoned as one rupee.

#### **85.0 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCE**

All running account payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract or any part thereof in this respect or of the accruing of any claim by the Contractor nor shall it conclude determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the Contract. The final bill shall be submitted by the Contractor within 3 months of the date of physical completion of the work and joint final measurement otherwise, the Engineer-in-Charge's Certificate of the measurements and of total amount payable for the work accordingly shall be final and binding on all parties.

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**86.0 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS**

- 86.1 Should the Contractor consider that he is entitled to any extra payment or compensation or to make any claims whatsoever in respect of the work he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment and/or compensation. Such notice shall be given to the Engineer-in-Charge within ten days from the ordering of any work or happening of any event upon which the Contractor bases such claim and such notice shall contain full particulars of the nature of such claim with full details and amounts claimed. Irrespective of any provisions in the Contract to the contrary, the Contractor must intimate his intention to lodge claims on the Owner within 10 days of the commencement of the happening of the event and quantify the claim within 30 days. Failure on the part of the Contractor to put forward any claim with the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the Owner to reject any such claim and no delay in dealing therewith shall be waiver by the Owner of any rights in respect thereof.
- 86.2 Owner shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However Contractor shall be obliged to carry on with the work during the period in which his claims are under consideration by the Owner irrespective of the outcome of such claims.

Here additional payments for work considered extra are justifiable in accordance with the Contract provisions, Owner shall arrange to release the same in the same manner as for normal work payments. Such of the extra works so admitted by Owner shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. The rates for extra works shall generally be the unit rates provided for in the Contract. In the event unit rates for extra works so executed are not available as per Contract, payments may either as re-leased on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply or on the unit rates for work executed shall be derived by interpolation/extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance or otherwise of any extra work claim of Contractor the decision of EIC shall be final and binding.

**87.0 PAYMENT OF CONTRACTOR'S BILL**

- 87.1 The Contractor shall normally submit his running account bill once in a month. The minimum value of such bills should not less than Rs.20 lac. The Contractor on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof 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. This payment will be made after making necessary deductions as stipulated elsewhere in the Contract Document for materials, advance payments, Security Deposit, taxes etc.
- 87.2 Payment due to the Contractor shall be made by the Owner Account Payee cheque forwarding the same to registered office or the notified office of the Contractor. In no case will Owner be responsible if the cheque is mislaid or misappropriated by unauthorized person/persons. In all cases, the Contractor shall present his bill duly pre-receipted on proper revenue stamp. All payments shall be made in Indian currency.
- 87.3 In general, payment of final bill shall be made to Contractor as per clause – 7 of Form-B1 Agreement of the submission of bill based on joint measurement after
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completion of all the obligations under the Contract.

#### **88.0 RECEIPT FOR PAYMENT**

Receipt for payment made on account of work when executed by a Firm must be signed by a person holding due power of attorney in this respect of behalf of the Contractor except when the Contractor's are described in their tender as a Limited Company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the Company.

#### **89.0 COMPLETION CERTIFICATE**

##### **89.1 APPLICATION FOR COMPLETION CERTIFICATE**

When the Contractor fulfills his obligation under clause-7.0 of Form-B Agreement , he shall be eligible to apply for Completion Certificate in respect of each such portion of the work by submitting the Completion Documents along with such application for Completion Certificate.

The Engineer-in-Charge shall normally issue to the Contractor the Completion Certificate within one month after receiving and application therefore from the Contractor after verifying from the Completion Documents duly certified by third party inspector and satisfying himself that the work has been completed in accordance with and as setout in the construction and erection drawings and the Contract Documents.

The Contractor, after obtaining the Completion Certificate, is eligible to present the final bill for the work executed by him under the terms of Contract.

##### **89.2 COMPLETION CERTIFICATE**

The work shall be deemed to have been completed in all respect on the day the Engineer-in-Charge certifies that the works have been so completed in accordance with this Contract, takes over the completed works and issue a Certificate, to that effect. The Defect Liability Period will start from the said date of completion/handing over.

No Certificate shall be given nor shall the work be deemed to have been executed until all scaffolding surplus materials and rubbish is cleared of the site completely nor until the work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive. The works will not be considered as complete and taken over by the Owner until the temporary works, stores, labour & staff colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-in-Charge.

If the Contractor fails to comply with the requirements for this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of the Contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

##### **89.3 COMPLETION CERTIFICATE DOCUMENTS**

For the purpose of clause 90.0 the following documents will be deemed to form the

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completion documents duly certified by third party inspector.

- i) The technical documents according to which the work was carried out.
- ii) Three (6) sets of construction drawings showing therein the modifications and corrections made during the course of execution and signed by the Engineer-in-Charge/Third Party Inspector.
- iii) Completion Certificate for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various works.
- vi) Materials appropriation statements for the materials issued by the Owner for the works and list of surplus materials returned to the Owner's store duly supported by necessary documents.
- viii) Manufacturer's guarantees/warranties for the equipment supplied, instruction/operation manuals, drawings etc. (4 copies) and also the guarantee/warranty certificate for any work carried out through any specialized agency e.g. waterproofing, anti- termite treatment etc.

#### 89.4 **FINAL PAYMENTS**

Based on the joint final measurement of work performed in accordance with/as per clause 90, the Contractor shall submit his final bill for the works within 3 months of such final measurements. The bill shall be based only on works as measured and at accepted tender rates including rates for any additional or extra work which might have been sanctioned by the Owner. All deductions due under the Contract shall be incorporated. The final bill shall be accompanied by:

- a) A copy of the Completion Certificate issued by the Engineer-in-Charge and
- b) A "No Claim Certificate" in the prescribed form.

The Engineer-in-Charge shall examine and certify the final bill for payment after satisfying that the works have been satisfactorily completed and that all properties, works and things removed or disturbed/damaged in consequence of the work have been properly replaced and made good and all expenses and demands incurred or made by or on the account of Valsad Nagarpalika or in respect of any damage or loss by, from or as a consequence of execution of the works have been satisfied, all materials have been returned and the site cleared. In respect of list of claims given by the Contractor, the Owner shall examine and either accept or repudiate in whole or in part and convey its decision in writing to the Contractor.

#### 90.0 **FINAL DECISION AND FINAL CERTIFICATE**

Upon expiry of the Defect Liability Period and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the Contractor during monsoon/such period as herein before provided in clauses 78 and 79 and that the Contractor has in all respects duly made-up any subsidence and performed all his obligations under the Contract, the Engineer-in-Charge shall (without prejudice to the rights of the Owner to retain any amounts under any of the provisions of relevant clause hereof) otherwise give a Certificate herein referred to as the Final Certificate to that effect and the Contractor shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the Owner.

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**91.0 CERTIFICATE AND PAYMENTS NO EVIDENCE OF COMPLETION**

Except the Final Certificate no other Certificates or payments against a Certificate or on general account shall be taken to be an admission by the Owner of the due performance of the Contract or any part thereof or of admissibility or validity of any claim by the Contractor

**92.0 DEDUCTIONS FROM THE CONTRACT PRICE**

All costs, damages or expenses which Owner may have paid or incurred, which under the provisions of the Contract the Contractor is liable, will be liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such claims shall be paid by the Contractor within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount from any moneys due i.e. Security Deposit or becoming due to the Contractor under the Contract or may be recovered by actions of law or otherwise, if the Contractor fails to satisfy the Owner of such claims.

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## **TAXES AND INSURANCE**

### **SECTION-VII**

#### **93.0 TAXES, DUTIES, OCTROI ETC.**

The Contractor agrees to and does accept full and exclusive liability for the payment of any and all taxes, duties including Excise Duty, Octroi etc. now or hereafter imposed, increased or modified and all the sales taxes, duties, octroi etc. now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other Law affecting employer employee relationship and the Contractor further agrees to comply and to secure the compliance of all Sub-Contractors with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the central, State or Local authorities by reason or any violation by Contractor or his Sub-Contractor(s) of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner/Architect arising under, growing out of or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative subdivision thereof.

Tax deductions will be made from the payments to the Contractor as per the rules and regulations in force in accordance with acts prevailing from time to time.

#### **94.0 SALES TAX/TURNOVER TAX**

All taxes, levies, octroi and Sales/Service Tax on works contract/works Contract tax etc. as applicable from time to time are to be borne by the Contractor and are deemed to be included in the price.

#### **95.0 EXCISE DUTY/ENTRY TAX**

Excise duty/entry tax if any will be paid by the Contractor and the Owner does not accept any liability on any such account.

#### **96.0 INSURANCE**

##### **96.1 GENERAL**

Contractor shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the Owner as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Owner against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under works thereof in each case should be as acceptable to the Owner. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor failure in this regard shall not relieve him of any of his responsibilities and obligations

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under the Contract.

Contractor as far as possible shall cover insurance with Indian Insurance Companies including Marine Insurance during ocean transportation.

i) **EMPLOYEES STATE INSURANCE ACT**

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act- 1948 and the Contractor further agrees to defend, indemnify and hold Owner harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by Contractor or any of his Sub-Contractor of the Employees State Insurance Act-1948 and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this Contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The Contractor agrees to fill in with the Employee's State Insurance Corporation the declaration forms and all forms which may be required in respect of the Contractor's or his Sub-Contractor's employees, who are employed in the work provided for or those covered by ESI from time to time under the Agreement. The Contractor shall deduct and secure the agreement of the Sub-Contractor(s) to deduct employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employees contribution card at wages payment intervals. The Contractor shall remit and secured the Agreement of the Sub- Contractor(s) to remit to the State Bank of India, Employee's State Insurance Corporation account, the employee's contribution as required by the Act. The Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the Sub- Contractor(s) to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the Contractor's or Sub- Contractor's account.

The Owner shall retain such sum as may be necessary from the total Value of Contract until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act-1948 have been paid. This will be pending on the Contractor when the ESI act is extended to the place of work.

ii) **WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

Insurance shall be effected for all the Contractor's employees engaged in the performance of this Contract. If any of the work is sublet, the Contractor shall require the Sub-Contractor to provide workmen's compensation and employer's liability insurance for the letters employees if such employees are not covered under the Contractor's Insurance.

iii) **ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER**

Contractor shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to Owner. He shall also carry and maintain any other insurance which may be required by the Owner.

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iv) **ACCIDENT OR INJURY TO WORKMEN**

The Owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any Sub-Contractor save and except an accident or injury resulting from any act or default of the Owner, his agents or servants and the Contractor shall indemnify and keep indemnified the Owner against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceedings, costs, charges and expenses what so ever in respect or in relation thereto.

**TRANSIT INSURANCE**

In respect of all items to be transported by the Contractor to the site of work, the cost of transit insurance should be borne by the Contractor and the quoted price shall be inclusive of this cost.

97.0 **DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY**

- i) Contractor shall be responsible for making good to the satisfaction of the Owner any loss or any damage to structures and properties belonging to the Owner or being executed or pro- cured or being procured by the Owner or of other agencies within the premises of all the work of the Owner, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor his employees, agents, representatives or Sub-Contractors.
  - ii) The Contractor shall take sufficient care in moving his plants, equipment's and materials from one place to another so that they do not cause any damage to any person or to the property of the Owner or any third party including overhead and under- ground cables and in the event of any damage resulting to the property of the Owner or of a third party during the movement of the aforesaid plant equipment or materials, the cost of such damages including eventual/consequential loss of production operation or services in any plant or establishment as estimated by the Owner or ascertained or demanded by the third party shall be borne by the Contractor. Third party liability risk shall be rupees one lac for single accident and limited to rupees ten lakhs.
  - iii) The Contractor shall indemnify and keep the Owner harmless of all claims for damage to property other than Owner's property arising under or by reason of this Agreement if such claims result from the fault and/or negligence or willful acts or omission of the Contractor his employees, agents, representative of Sub-Contractor.
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## **LABOUR LAWS AND ARBITRATION**

### **SECTION-VIII**

#### **98.0 LABOUR LAWS**

- i) No labour below the age of 18 (eighteen) years shall be employed on the work.
  - ii) The Contractor shall not pay less than what is provided under law to labourers engaged by him on the work.
  - iii) The Contractor shall at his expense comply with all labour laws and keep the Owner indemnified in respect thereof.
  - iv) The Contractor shall pay equal wages for men and women in accordance with applicable labour laws.
  - v) If the Contractor is covered under the Contractor Labour (Regulation and Abolition) Act he shall obtain a license from Licensing Authority (i.e. office of the Labour Commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the Contractor.
  - vi) The Contractor shall employ labour in sufficient numbers either directly or through Sub- Contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge.
  - vii) The Contractor shall furnish to the Engineer-in- Charge the distribution return of the number and description by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer- in- Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act - 1961 or Rules made thereunder and the amount paid to them.
  - viii) The Contractor shall comply with the provisions of the Payment of Wages Act-1936, Minimum Wages Act- 1948, Employers Liability Act-1938, Workmen's Compensation Act-1923, Industrial Disputes Act- 1947, the Maternity Benefit Act-1961 and Contract Labour (Regulations and Abolition) Act-1970, Employment of Children Act-1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
  - ix) The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act- 1970 have the power to deduct from the money due to the Contractor any sum
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required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Regulations.

- x) The Contractor shall indemnify the Owner against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Contractor's. In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time of furnishing any information or submitting or filling any form/register/slip under the provisions of these acts which is materially incorrect, then on the report of the Inspecting Officers, the Contractor shall without prejudice to any other Liability pay to the Owner a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the works put to tender. The Engineer-in-Charge shall deduct such amount from bills or Security Deposit of the Contractor and credit the same to the welfare fund constituted under these Acts. The decision of the Engineer-in-Charge in this respect shall be final and binding.

#### 99.0 **IMPLEMENTATION OF APPRENTICES ACT 1961.**

The Contractor (which shall include the Contracting firm/company) shall be solely liable to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various Labour Law legislations including labour license from the Competent Authority under the contract labour (Regulation & Abolition Act 1970.)

The contractor shall be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Act, 1952, ESI Act, 1948, Contract Labour (Regulation and Abolition Act, 1970), Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen's Compensation Act, 1923, and other relevant Acts, Rules and Regulations enforced from time to time.

The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the Contractor for rendering service to Valsad Nagarpalika and shall deposit the required amounts with the concerned statutory authorities on or before due dates. Each Contractor shall obtain a separate P.F. number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as also the employer's contributions to the Provident Fund. The contractor shall also be responsible for payment of any administration/inspection charge thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of Valsad Nagarpalika.

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The contractor shall regularly submit all relevant records/documents in this regard to Valsad Nagarpalika representative for /verification and upon such satisfaction only, Valsad Nagarpalika will allow reimbursement of the amounts paid.

The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The Contractor shall be directly responsible and indemnify the company against all charges, claims, dues etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.

The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

#### **100.0 CONTRACTOR TO INDEMNIFY THE OWNER**

- i) The Contractor shall indemnify the Owner and every member, officer and employee of the Owner and also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or his Sub- Contractor(s). The Contractor shall indemnify and keep indemnified the Owner against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

#### **ii) Payment of claims and damages**

Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the fact that the same may have been made without the consent or authority or in law or otherwise to the contrary.

- iii) In very case in which by virtue of the provisions of section 12, Sub-section (i) of Workmen's Compensation Act-1923 or other applicable provision of Workmen Compensation Act or any other Act, the Owner is obliged to pay compensation to a workman employed by the Contractor in execution of the work, the Owner will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of Owner under section 12, Sub-section (2) of the said Act. Owner shall be at liberty to
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recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due to the Contractor whether under this Contract or otherwise. The Owner shall not be bound to contest any claim made under section 12, Sub- section (i) of the said act, except on the written request of the Contractor and upon his giving to the Owner full Security for all costs for which the Owner might become liable in consequence of contesting such claim.

#### **101.0 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS**

101.1 In respect of all labour directly or indirectly employed in the works for the performance of the Contractor's part of this Agreement, the Contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

101.2 The Contractor at his own cost shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The Contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony at his own cost.

#### **102.0 ARBITRATION**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by Arbitration in accordance with rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

Subject to aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to Arbitration proceeding under the Clause. However, the venue of Arbitration shall be at Valsad.

#### **103.0 JURISDICTION**

The Contract shall be Governed by and constructed according to the laws in force in India. The Contractor hereby submits to the jurisdiction of the Courts situated at Valsad. or Hon. H.C. of Gujarat for the purposes of disputes, actions and proceedings arising out the Contract. The court at Valsad. or Hon. H.C. of Gujarat only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

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## **SAFETY CODE SECTION-IX**

### **104.0 GENERAL**

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Owner's safety rules as set forth herein. Prior to start of construction, Contractor will be furnished copies of Owner's "Safety Code" for information and guidance, if it has been prepared.

### **105.0 SAFETY REGULATIONS**

- a) In respect of all labour directly or indirectly employed in the work for the performance of Contractor's part of this Agreement, the Contractor shall at his own expenses arrange for all the safety provisions as per Safety Codes of CPWD, Indian Standard Institution, the Electricity Act, the Mines Act and such other Acts as applicable.
- B) The Contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction work Contractor shall consult with Owner's safety engineers or Engineer-in-Charge and must make good to the satisfaction of the Owner any loss or damage due to fire to any portion of the work done or to be done under this Agreement or to any of the Owner's existing property.

### **106.0 FIRST AID AND INDUSTRIAL INJURIES**

- a) Contractor shall maintain first aid facilities for its employees and those of its Sub-Contractor(s).
- B) Contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Owner prior to start of construction and their telephone numbers shall be prominently posted in Contractor's field office.
- C) All critical industrial injuries shall be reported promptly to Owner and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

### **107.0 GENERAL RULES**

Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

### **108.0 CONTRACTOR'S BARRICADES**

- A) Contractor shall erect and maintain barricades required in connection with his operations to guard or protect:
    - i) Excavation
    - ii) Hoisting area
    - iii) Areas adjudged hazardous by Contractor's or Owner's inspectors
    - iv) Owner's existing property subject to damage by Contractor's operations
    - v) Rail/road unloading spots
  - B) Contractor's employees and those of his Sub- Contractors shall get themselves acquainted with Owners protective barricading and shall respect the provisions thereof.
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- C) Barricades and hazardous areas adjacent to but not located in normal routes or travel shall be marked by red flashers/lanterns at nights.

109.0 **SCAFFOLDING**

- A) Suitable scaffoldings should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided for the ladder and the ladder shall be given an inclination not steeper than 1 to 4 (1 horizontal and 4 vertical).
- B) Scaffolding or staging more than 4 meters above the ground of floor, swing suspended from an overhead support or erected with stationery support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.  
working platforms, gangways and stairways should be so that they should not sag unduly or unequally and if the height of the platform of the gangway or the stairway is more than 4 meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fastened as described in (B) above.
- D) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- E) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length / o7 3 / while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 meters in length. For longer ladder this width should be increased atleast 5 mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions any pay any damages and costs which may be awarded in any such suit or action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.
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**110.0 EXCAVATION AND TRENCHING**

All trenches 1.2 meters or more in depth shall at all times be supplied with at least one ladder for each 5 meters length or fraction thereof.

Ladder shall be extended from bottom of the trench to atleast one meter above the surface of the ground. The sides of the trenches which are 1.5 meters in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

**111.0 DEMOLITION/GENERAL SAFETY**

- I) Before any demolition work is commenced and also during the progress of the demolishing work:
    - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
    - b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
    - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.
  - II) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
    - a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
    - b) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
    - c) Those engaged in welding and cutting works shall be provided with protective face and eye-shields, hand gloves etc.
    - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
    - e) When workers are employed in sewers and manholes which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
    - f) The Contractor shall not employ men below the age of 18 years and women
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on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

- 1) No paint containing lead or lead product shall be used except in the form of paste of ready-made paint.  
Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed & scraped.
  - 3) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.
  - III) When the work is done near any place where there is a risk of drowning all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
  - IV) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:
    - a) These shall be of good mechanical construction sound materials and of adequate strength and free from patent defects and shall be kept in good working order.
    - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.  
Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.
    - d) In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load and the conditions under which it is applicable which be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
    - e) In case of departmental machine the safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machine, the Contractor shall notify the safe working load of the machine to the Engineer-in-Charge, wherever he brings any machinery to site of work and get it verified by the Engineer concerned.
  - V) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load. Adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel such as gloves, sleeves and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
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- VI) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- VII) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- VIII) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Welfare Officer, Engineer-in-Charge or Safety Engineer of the administration or their representatives.
- IX) Notwithstanding the above clauses there is nothing in these to exempt the Contractor for the operations of any other act or rules in force in the Republic of India. The works throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpaths at the site or in the vicinity thereto or any existing works whether the property of the administration or of a third party.

#### **112.0 CARE IN HANDLING INFLAMMABLE GAS**

The Contractor has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire authorities of the Owner.

#### **113.0 TEMPORARY COMBUSTIBLE STRUCTURES**

Temporary combustible structures will not be built near or around work site.

#### **114.0 PRECAUTIONS AGAINST FIRE**

The Contractor will have to provide fire extinguishers/ fire buckets and drums at work site as recommended by Engineer-in- Charge. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/inflammable liquid/paints etc. as advised by Engineer- in-Charge. Temporary combustible structures will not be built near or around the work site.

#### **115.0 EXPLOSIVES**

Explosives shall not be stored or used on the work or on the site by the Contractor without the permission of the Engineer-in- Charge in writing and then only in the manner and to the extent to which such permission is given. When explosive are required for the works they will be stored in a special magazine to be provided at the cost of the Contractor in accordance with the Explosives Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the Contractor and the Contractor shall indemnify the Owner against any loss or damage resulting directly or indirectly therefrom.

#### **116.0 MINES ACT**

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**116.1 SAFETY CODE**

The Contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-Charge in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the costs thereof from the Contractor.

- 116.2 Failure to comply with safety code or the provisions relating to, report on accidents and to grant of maternity benefits to female workers shall make Contractor liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the Contractor from all the provisions of the Mines Act-1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulation made thereunder in respect of all the persons employed by him under this Contract and shall indemnify the Owner from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of any persons employed by him or otherwise.

**117.0 PRESERVATION OF PEACE**

The Contractor shall take requisite precautions and use his best endeavor to prevent any riotous or unlawful behavior by or amongst his workmen and others employed on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the work. In the event of the Owner requiring the maintenance of the special police force in the vicinity of the site during the tenure of the works, the expenses thereof shall be borne by the Contractor and if paid by the Owner, shall be recoverable from the Contractor.

**118.0 OUTBREAK OF INFECTIOUS DISEASES**

The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer-in-Charge's representatives. Should cholera, plague or other infectious diseases break out, the Contractor shall burn the huts, beddings, clothes and other belongings used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer-in-Charge failing which within the time specified in the Engineer's requisition, the work may be done by the Owner and the cost thereof recovered from the Contractor.

**119.0 USE OF INTOXICANTS**

The unauthorised sale of spirits or other intoxicating beverages upon the work, in any of the building, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employee is forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

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## **SPECIAL CONDITIONS OF CONTRACT**

### **1.0 GENERAL**

- 1.1 The special conditions shall be read in conjunction with General Conditions of Contract. Where the provisions of these Special Conditions are at variance with the provisions of the General Conditions of the Contract, the provisions of these Special Conditions shall take precedence.

### **1.2 ORDER OF PRECEDENCE**

In case of ambiguity in Schedule of Rates, General Conditions, Specifications, Drawings the following order of precedence will prevail:

Telex/Telegram/Fax of intent, detailed Letter of intent along-with statement of Agreed Variations and its enclosures and any corrigendum/addendum.

- b) Price Bid.
- c) Construction detail drawings.
- d) Specifications/Special Notes regarding Specifications/Drawings in conjunction with each other. However in case of any variation of size/ thickness/ dimensions of members between drawings/specifications etc. then drawing shall prevail over specification.
- e) Special/ additional conditions of contract.
- f) General Conditions of Contract.

### **2.0 LOCATION AND SITE CONDITIONS**

#### **ADDRESS :**

To,  
The Chief Officer,  
Valsad Nagarpalika,  
Valsad.

- 2.1 The Contractor shall be deemed to have inspected the site and thoroughly acquainted himself with the site conditions availability of storage space for materials, work areas available for construction, disposal/stacking of surplus earth from excavation of all kinds of soil/rocks and to acquaint himself with the general nature of the site, Sub-soil water table and its other features likely to affect his tender and the construction of the works. No claim/extension of time whatsoever shall be entertained on account of prevailing site conditions.
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### 3.0 **SCOPE OF WORK :**

The work involves mainly as under :  
Selection of Agency for Annual rate contract for hiring of Poclain Machine for various works of Valsad Nagarpalika.

### 3.1 GENERAL

3.1.1 The work shall include site cleanings, jungle cutting, making temporary approach to site of work, liasioning and co-ordination with local people and local authorities for smooth working. However, acquiring permission shall be the responsibilities of owner.

3.1.2 The contractor shall have to work within the permissible Right of Way (ROW) only and any damage to private properties shall be full responsibility of the contractor including compensation. The Contractor shall co-operate with local people to maintain co-ordial working environment and shall take full care to minimize hassles to the local people while working.

3.1.3 The contactor shall, upon the completion of works, hand over the site of works in neat & clean manner free of any debrii out construction materials.

Any other works not specifically mentioned but required for completing the work, in all respect shall be provided by the contractor without additional cost to the owner.

### **SCOPE OF SUPPLY**

All materials required for the completion of the work are to be supplied by the Contractor unless mentioned otherwise.

### 4.0 **OWNER'S OBLIGATIONS**

The Owner's obligations are limited to the following:

- a) Handing over the site, with **necessary Right of Use (ROU)**
- b) Supply of construction drawings.
- c) Payments to the Contractor for performance of the work covered under CERTIFICATION FOR WORKS DONE, BY EIC and under the Contract as per terms and conditions specified therein.

#### **Note:**

- 1. The contractor shall construct his temporary site office and godown within the barricaded area on his own arrangements.
  - 2. The contractor has to make own arrangement all at his own cost for labour camp.
  - 3. The contractor has to make his own arrangement for bringing in any additional earth suitable for earth filling required for filling, from outside. All royalties etc. involved shall be paid by the contractor. No claim in this
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regard shall be entertained.

#### 5.0 CONSTRUCTION WATER

Subject to availability, construction water may be provided by Valsad Nagarpalika. However, Valsad Nagarpalika is not bound to arrange the same if the availability of water is hampered due to any reason whatsoever. The arrangement of conveyance of water from the availability point to site of use shall be done by the Contractor. If the water is provided by Valsad Nagarpalika, then the same shall be charged at the Prevailing rate of Valsad Nagarpalika. This clause is to be read in conjunction with clause 2.3.4 section II of GCC.

#### 6.0 CONSTRUCTION POWER

Contractor shall have to arrange construction power on its own and also the arrangements for temporary distribution to site of work for smooth execution of the work. However Valsad Nagarpalika subject to availability may provide power at one point on chargeable basis as mention in GCC clause 2.3

#### 7.0 MODE OF PAYMENT - As per BOQ and Specifications

#### 8.0 CONSULTANTS

#### 9.0 ESCALATION :

Price escalation except price adjustment clause for bulk bitumen (Clause No.75 of B1 agreement) shall not be paid by Valsad Nagarpalika. For price adjustment clause for bitumen, please refer clause No. 75 of BI agreement. Star rate to be considered for price adjustment (only for bulk bitumen) is given in the clause No. 75)

#### 10.0 TIME OF COMPLETION

The work shall be executed strictly as per time schedule given as hereunder :

Contractor shall given everyday a report on category-wise labour and equipment deployed along with the progress of work done on previous day in the proforma prescribed by EIC.

- 10.2 Total time period of construction is **12 (Twelve )** calendar months excluding monsoon and shall be reckoned from issue of work order. The completion schedule be drawn up in such a manner as to provide fronts for completion of other related work. The period of contractor including the time required for testing, rectification if any retesting and completion in all respects to the satisfaction of the engineer in charge.

#### 11.0 LABOUR LICENCE

Contractor shall obtain an appropriate licence from concerned authority under the contract labour (Abolition and regulation ) Act 1970 and furnish copy of the OWNER. Contractor shall also be responsive for its validity and for complying with provisions of all applicable Acts, rules & regulation in force at

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the plant location.

#### **12.0 ADVANCES AGAINST DELIVERY OF MATERIALS**

As stipulation in clause no 24 of special conditions of contract, No secured advance will be payable to the contractor against delivery of materials at site for the execution of work .

#### **13.0 PROVIDENT FUND ACT**

The contractor shall strictly complete with provision of employees provident fund act register themselves with RPFC before commencing work. The contractor shall furnish along with each running bill the challan /receipt for the payment made to the RPFC for proceeding months

#### **14.0 EXTRA ITEM /SUBSTITUED ITEMS**

Extra item rate as clause 14 of B-1 agreement of Valsad Nagarpalika.

#### **15.0 ALTERATION ADDITION AND OMISSIONS**

Valsad Nagarpalika shall make any variation of the form, quality or quantity of the work or part there of that may be necessary and for that purpose or if for any other reason it shall be desirable Valsad Nagarpalika shall order in writing to the contractor to be and the contractor shall do any of the following :

Increase or decrease in the quantity of any work included in the contract.

Omit any such work .

Change the character or quality or kind of any such work.

Change the level, line position and dimension of any part of the work and

Execute addition work of any kind necessary for the completion of the work and no such variation shall in any way vitiate or invalidate the contract. But the value, if any of all such variations, shall be taken into account in ascertaining the amount of the contract price.

#### **16.0 RESPONSIBILITY FOR PROCUREMENT**

Sole responsibility rests with contractor for procurement of all materials required for completion work within the stipulated time.

#### **17.0 SALESTAX / TURNOVER TAX/WORKS CONTRACT TAX / SERVICE TAX/CONSTRUCTION DEVELOPMENT TAX ETC.**

Tenderer should quote all inclusive prices including the liability of all type of taxes, duties and sales tax on work contract tax ( if any ) imposed by state / center / local government bodies from time to time. However, sales tax on work contract, if applicable be deducted at source as per the rules.

#### **18.0 INCOME TAX**

Income tax deduction as per Income tax rule shall be made from contractor's running account bills unless specific exemption has been obtained by the contractor from the income tax department and document evidence to this effect has submitted to the owner.

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**19.0 APPROVALS**

Statutory approvals wherever required such as approval and N.O.C from statutory /local authorities etc. for water supply and sewage systems, electrical installation etc. are the responsibilities of the contractor.

**20.0 SEALED TENDERS**

As per relevant clause of GCC.

**21.0 INSPECTION OF SITE BEFORE SUBMISSION OF TENDER**

The contractor must visit the site of work before submission of tender to fully satisfy himself on all question relating to and concerning the existing condition of site and performance thereon. The contractor must also familiarise himself with site and make provision for taking water connection from the existing nearby water supply line connection from the sub station.

**22.0 MEASUREMENTS**

For all payment purposes, measurement will be based on working drawing. In case ambiguity or inadequate details in the working drawing, physical measurements shall be taken by the contractor in presence of engineer in charge or his representatives and to be jointly signed and accepted. However the mode of measurement will be as in technical / standard specification, then the P.W.D specification / I.S codes/ standard engineer practice for measurement of work shall be following.

**23.0 DELETION OF WORK**

If during the execution of work it is decided to omit/ delete any or part of item wholly or partly change the specification or both the financial implication shall be worked out by the contractor & then approved by Valsad Nagarpalika/Consultant.

**24.0 SECURED ADVANCE**

- a) NO MATERIAL SHALL BE COVERED UNDER THIS CLAUSE.

**25.0 TECHNICAL EXAMINATION AND AUDIT**

DELETED

**26.0 VARIATIONS**

- 26.1 Where the value of the item as executed and addition of new item together with the value of alterations, additions / deletion or substitutions done not exceed by or is not less than plus / minus (+ or - ) 25% of the total value of the contract, the item rate in the schedule of rate shall hold good for all such variation between the above mentioned limits irrespective of any increase / decrease of quantities in the individual items of schedule of rates.
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## **27.0 SELECTION OF SUB- CONTRACTOR**

- 27.1 The contractor shall employ only approved sub contractors for specialized item of work. In case, in the Third Party Inspector / Owner's opinion, the main contractor himself is not licensed / adequately experienced to carry such work. For this purpose the contractor shall submit the complete bio data of at least two sub contractors in each such specialized trades adequately experienced in their respective trades for approval of Owner / Third Party Inspector. In case the contractor fails to submit the necessary data or if the agencies as proposed by the contractor are not acceptable to the owner/ Third Party Inspector (who shall not be required to give any reason the there for) such trades of work shall be got executed through agencies to be nominated by the owner / Third Party Inspector , with all cost implication and liabilities remaining the responsibilities of the contractor. In case the contractor dose not accept the decision of the owner / Third Party Inspector on this account, this work shall be with drawn from his contractor and got executed at his risk and cost.

## **28.0 TENDER DOCUMENTS.**

The tender document consist of :

General condition of contract  
Special condition of contract  
Specifications  
Drawings  
Schedule of Quantities  
Decision of pre bid conference

All these component of the tender document are part and parcel of the tender. These are all jointly applicable to the contractors.

## **29.0 TIME SCHEDULE**

**Total time period of hiring is 12 ( Twelve ) calendar months shall be reckoned immediately on issue of letter of intent.** The completion schedule be drawn up in such a manner as to provide fronts for completion of other related work. The period of contractor including the time required for testing, rectification if any retesting and completion in all respects to the satisfaction of the engineer in charge.

## **SPECIAL NOTE TO TENDERERS**

The special condition of contract super cedes the relevant clauses of general conditions of contract.

## **31.0 ARBITRATION**

As per Clause No.102 on page no.68.

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### **32.0 LAND FOR RESIDENTIAL ACCOMMODATION**

Contractor shall arrange land for residential accommodation for his staff and workers at his own cost & the quoted rates shall be deemed to include the same.

### **33.0 FUEL REQUIREMENT OF WORKING**

Contractor shall be responsible to arrange at his own cost for the fuel requirement of his workers and staff. Cutting of trees etc. shall not be permitted for this purpose.

### **34.0 PROJECT SCHEDULING & MONITORING**

The following schedules / documents / reports / shall be prepared and submitted by the contractor for review / approval at various stages of the project.

### **35.0 OVERALL PROJECT SCHEDULE**

The contractor shall submit within 2 weeks of award of contract, a sufficiently detailed overall project schedule in the activity network form, clearly indicating the major milestones, interrelationship / interdependence between various activities to be carried out with analysis of critical path and floats.

The network will be reviewed and approved by engineer in charge and the comments if any, shall be incorporated in the network before issuing the same for implementation. The network thus finalised shall form part of the contract document and the same shall not be reviewed without the prior permission from engineer in charge during the entire period of contract.

### **36.0 PROGRESS MEASUREMENT METHODOLOGY**

The contractor is required to submit within four weeks of award of work, the methodology of progress measurement of sub-ordering, manufacturing/ delivery, sub-contractor and commissioning work and for the basis of computation of overall service/ physical progress informed. Owner reserves the right to modify the methodology in part or in full.

### **37.0 FUNCTIONAL SCHEDULES**

The contractor should prepare detailed functional schedules in line with network for function monitoring and control and submit scheduled progress curves for each function viz. Ordering, delivery and construction.

### **38.0 PROGRESS REVIEW MEETINGS**

The contractor shall present the program and status at various review meetings as required.

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<b>(A) Weekly review Meeting</b>	
Level of participation	Contractor, Third Party Inspector & job engineers
Agenda	Weekly program V/S actual achieved in the post week & program for next week. Remedial action and hold up analysis. C) Client query / approval site office.

<b>(B). Monthly Review Meeting</b>	
Level of participation	Senior officers of Valsad Nagarpalika / Third Party Inspector & contractors / Consultants.
Agenda	Progress status/ statistics Completion outlook Major hold ups/ slippage's Assistance required Critical issues Client query/ approval
Venue	Valsad Nagarpalika,Valsad

### **39.0 PROGRESS REPORTS**

#### **A. Monthly Progress Report**

The report shall be submitted on a monthly basis with in ten calendar days from cut off days as agreed up on, covering overall scenario of the. The report shall include but not be limited to the following :

- a) Brief introduction of work.
- b) Activities executed / achievements during the month.
- c) Scheduled v/s actual percentage progress and progress curves for sub ordering, manufacturing/ deliver, sub contracting, construction.
- d) Areas of concern/ problem/ hold ups. Impact and action plans.

#### **B. Weekly Report**

This report ( 5 copies ) will be prepared and submitted by the contractor on weekly basis and will cover following items:  
Activities programmed and completed during the week.  
Resource deployed man and machine.  
Quantity, achieved against target in construction.  
Construction percentage progress, scheduled and actual.

### **40.0 MAKE OF MATERIALS**

Wherever any make of item is specified by a brand name, manufacturer or vendor , the make mentioned shall be establishing type, function and quality desired, other make swill be considered provided sufficient information are furnished to the owner to asses the makes proposed by the contractor as equivalent and acceptable.

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Where the makes of materials are not indicated in the tender document, contractor shall use them after written approval of owner.

## **TESTS AND INSPECTION**

The contractor shall carry out the various tests as enumerated in the technical specification of this tender document & the technical document that will be furnished to him during the performance of the work and no separate payment shall be made unless other wise specified in schedule of taxes. All the test either on the field or outside laboratories concerning the execution of the work and supply of materials by the contractor shall be carried out by the contractor at his own cost.

The contractor shall provide for purposes of inspection access ladders, lighting and instruments at his own cost for inspection work, compressed air for carrying out work shall be arranged by the contractor at his on cost. Before erection all prefabricated spool pieces, fittings, valves etc. shall be cleaned inside and outside by compressed air or by suitable means as specified in technical specification at no extra cost to owner.

Any work not conforming to execution drawing, specification or codes shall be rejected at his own cost.

All results of inspection and test will be recorded in the inspection reports, Performa of which will be approved by the engineer in charge. These report shall form part of the completion document. For materials supplied by owner, contractor shall carryout the test, if required by the engineer in charge and the cost of such tests shall be reimbursed evidence. Contractor shall inspect carefully all equipment before receiving them from owner for installation purposes. Any damage or defect notice shall be brought to the notice of engineer in charge

Inspection and acceptance of work shall not relieve the contractor from any of this responsibility under this contract.

Statutory fees paid to statutory authorities for repeat tests and inspection due to failures, repairs etc. for reasons attributable to the contractor shall by the contractor.

## **42.0 RESPONSIBILITY OF CONTRACTOR**

All expenses towards Mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be including in the prices quoted and no separate payment on account of such expenses shall be entertained.

Contractor shall be solely responsible for making available for executing the work, all requisite construction equipment, special aids, cranes, tools trackless and testing be equipment and appliances, such construction equipment etc. shall be subject to examination by owner and approval for the some being in first

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class operating condition. Any discrepancies, repaired or the equipment replaced altogether, by the contractor. Owner shall not in any way be responsible for providing any such equipment, machinery, tools and tackles etc.

Preparing approaches and working area for the movement and operation of the equipment, leveling the areas for assembly and erection shall also be the responsibility of the contractor, the contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The contractor may have to build temporary access road to aid his own work which shall also be taken care while quoting for work.

Contractor shall not use any, materials issued by owner for installation purposes for laying temporary lines, erection aids etc. misuse of materials will be seriously viewed and deductions at penal rates will be made from the contractor's bills for such quantities that are missed.

Contractor shall arrange and steel scaffolding materials wherever scaffolding is required for execution of works.

#### **43.0 STATUTORY APPROVALS**

The approval from any authority required as per statutory rules and regulations of central/ state government shall be the contractor's responsibility unless otherwise specified in the tender document. The application on behalf of the owner for submission to relevant authorities shall copies of required certificates complete in all respects shall be prepared and submitted by the contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/ inspection by concerned shall be arranged by the contractor and necessary co-ordination and liaison work in this respect shall be responsibility of the contract. However, statutory fees paid, if any for all inspections and approvals by such authorities shall be reimbursed at actual by the owner to the contractor on production of document evidence. Any defective work resulting from poor working ship and / or material supplied by contractor, as pointed out by any statutory authority shall be rectified by the contractor at no extra cost to the owner. However, any change / addition required to be made to meet the requirement of the statutory authorities, the same shall be carried out by the contractor and shall be paid on unit rate basis. The inspection and acceptance of the work by statutory authorities / owner shall, however, not absolve the contractor from any of this responsibility under this contract.

43.1 It shall be the sole liability of the contractor (including the contracting firm/company) to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.

43.2 The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970, the Inter-state Migrant workmen (Regulation of Employment & Conditions of Service) Act, 1979, the Minimum Wages Act, 1948, the Payment of Wages

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Act, 1936, the Workmen's Compensation Act, 1923 and other relevant Acts, Rules and Regulations enforced from time to time.

- 43.3 The contractor shall be responsible for required contributions towards P.F. Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to Valsad Nagarpalika and shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the proof of depositing the employees' and employer's contributions. The contractor shall also be responsible to pay any administrative/inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of Valsad Nagarpalika.
- 43.4 The contractor shall regularly submit all relevant records/documents to Valsad Nagarpalika representative for verification and upon such satisfaction only, Valsad Nagarpalika will allow reimbursement of the amounts paid.
- 43.5 The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7<sup>th</sup> of the subsequent month. The contractor shall be directly responsible and indemnify the company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.
- 43.6 The contractor shall indemnify the Company against all losses or damages, If any, caused to it on account of acts of the personnel deployed by him.

The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligations.

- 43.8 The contractor shall assist the owner with his good offices in acquiring necessary working permissions from various authorities.

44.0 **AS BUILT DRAWINGS**

Contractor shall prepare a complete set of as built drawing. From the start of construction contractor shall daily process any changes in to two sets of drawing. Deleted parts shall be indicated in red, new part in blue, remarks in green and in changer part in yellow, in said drawings. After completion of work 6 sets with original shall be submitted to Valsad Nagarpalika / Third Party Inspector.

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