

**Contract No.:**

**GOVERNMENT URBAN DEVELOPMENT COMPANY LIMITED**

**GANDHINAGAR**

**[A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING]**



**BIDDING DOCUMENT FOR**

Morbi RoB, LC-34B under SJMMSVY

“Construction of Proposed Two Lane Railway Over Bridge (RoB) in Lieu of LC No. 34B at Rly. Km. 29/4 to 29/5, Between Morbi – Navlakhi Station on WKT – NLK Section on Morbi – Navlakhi Road” Under programme of SJMMSVY”.

**VOLUME - I – B**

**“GENERAL CONDITION OF CONTRACT”**

**GOVERNMENT OF GUJARAT**

**By**

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(Through e- Procurement Portal only - <https://tender.nprocure.com/>)



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## GENERAL CONDITIONS OF CONTRACT

### Clause-1: Security Deposit:

Within 10 (Ten) days of receipt of Letter of Acceptance, the successful Bidder shall furnish to the Employer an irrevocable and unconditional guarantee from any nationalized bank or as per latest list of FD GR. for an amount equal to 5% (five percent) of its Contract Price. In case of bids mentioned below, the successful Bidder, along with the Performance Security shall also furnish to the Authority an irrevocable and unconditional guarantee from any nationalized bank or as per latest list of FD GR towards an Additional Performance Security (The "Additional Performance Security") for an amount calculated as under:

- a) If the Contract Price offered by the Selected Bidder is lower than 10% but up to 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) -Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
- b) If the Contract Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
- c) This Additional Performance Security shall be treated as part of the Performance Security

The Performance Security shall be valid beyond 60 (sixty) days of the Defects Liability Period and the Additional Performance Security shall be valid beyond 28 (twenty-eight) days of Project Completion Date.

Further amount equivalent to 5% shall be deducted from the running bill as retention money so that total performance security deposit turns out to be 10% of the contract value.

Without limitation to the provisions of the preceding paragraph, whenever the Employer's representative determines an addition to the Contract price as a result of a change in cost and/or legislation or as a result of variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor, at the Employer's representative's written request, shall promptly increase the value of the performance security in that currency by an equal percentage.

Deleted.

Deleted.

The performance security for the works shall be valid beyond 30 days from the date of issue of the Taking-over-certificate at the end of defect liability period or free maintenance guarantee period whichever is later.

5% performance security and 5% retention money recovered from each running bills till successful completion of the work (Total 10% of contract value) shall be released as mentioned below;

- (i) 50% of total security amount shall be released after 30 days from the date of successful commissioning.
- (ii) Remaining 50% of total security deposit shall be released after 30 days from the date of successful completion of the defect liability period or free maintenance guarantee period whichever is later.
- (iii) Deleted
- (iv) Deleted

Prior to making any claim under the performance security, the Employer shall, in every case, notify the Contractor stating the nature of the default for which the claim is to be made.

## Clause-2: Liquidated damages for delay:

### 2.1. Overall Physical Progress of work:

- a) The schedule of completion of the work shall be as under: -

Percentage of time of the total time limit	Percentage of work	Rate of liquidated damages per day
1	2	3
Earth Work		
25 %	16 %	0.1 %
50 %	50 %	0.1 %
75 %	75 %	0.1 %
100 %	100 %	0.1 %
Building work		
25 %	10 %	0.1 %
50 %	40 %	0.1 %
75 %	80 %	0.1 %
100 %	100 %	0.1 %
Road work		
25 %	25 %	0.1 %
50 %	50 %	0.1 %
75 %	75 %	0.1 %
100 %	100 %	0.1 %
Bridge work		
25 %	10 %	0.1 %
50 %	40 %	0.1 %
75 %	80 %	0.1 %
100 %	100 %	0.1 %

- b) However, if the contractor fails to meet any of the milestone both in time and corresponding Physical progress as mentioned above, amount to be retained at the rate of 0.1 percentage of that milestone value per day till said designated part (s) is completed. In case, if the contractor executes and meet the subsequent milestone criteria, then the earlier retained amount shall be released. However, such retention / release for the slippage of subsequent / other milestones shall be applicable in the similar manner.
- c) However, if the contractor meets any of the next milestones of physical completion of work within the corresponding time limit as per the table above, the amount kept as deposit as per para (b) above, shall be returned to the contractor after completing that milestone.
- d) If the contractor does not compete the entire work under the scope on the date of Completion, (i.e. 100% of the physical progress at the end of 100% of the time of completion), Liquidated damages at the rate of 0.1% of contract value per day of delay shall be recovered from the contractor. In such case, the amount retained as deposit shall be converted into liquidated damages.
- e) In case the time limit for completing the work is extended under any circumstances by GUDC Ltd. the milestone for completing the works will get changed according to the table as specified in Clause (a) above. Subsequently in event of any amount deposited as per Clause (b) above shall be released to the contractor. But in case, the work is not completed within the extended time limit and no further

time extension to be granted, the liquidated damages shall be payable as 0.1% of the total contract value per day subjected to the maximum amount of 10% of the total contract value.

## 2.2. Pipeline Crossing Works: (If Applicable)

- a) The contractor must complete the pipeline crossing works requiring permissions of following authorities, within stipulated time limit as mention below. The contractor is required to plan and frame his project execution schedule accordingly.

No	Authority	Time Limit in Months
a	Railway	6 months from the date of receiving the work permit or 2 months from the date of receiving caution order from Railway or 6 months from the date of issue of LOI, whichever is later <b>(While calculating the total time limit for completion of the structures of Railway, the relevant rules of the railway authority should also be taken into account.)</b>
b	National Highway	6 months from the date of receiving the permission from Concerned Authority or from the date of issue of LOI, whichever is later
c	State Highway	6 months from the date of receiving the permission from Concerned Authority or from the date of issue of LOI, whichever is later
d	Major Canal Crossing	6 months from the date of receiving the permission from Concerned Authority or from the date of issue of LOI, whichever is later
e	Minor Canal Crossing	3 months from the date of receiving the permission from Concerned Authority or from the date of issue of LOI, whichever is later
f	Gas / Oil / Petroleum Pipeline	6 months from the date of receiving the permission from Concerned Authority or from the date of issue of LOI, whichever is later
g	Forest	6 months from the date of receiving the permission from Concerned Authority.

- b) If contractor fails to execute the works as in (a) above within stipulated time limit as mention above, he shall attract compensation at 0.1% cost of respective work per day of delay, calculated on the basis of BOQ, and it will have cumulative effect till the actual date of completion of the delayed work. The compensation recovered under this clause will be of permanent nature and will remain non-refundable under any circumstances.

## 2.3. Supply of Pipes: (If Applicable)

- a) The contractor shall pay specific attention to timely supply of pipes under the project. The contractor is bound to supply pipes as per the specification laid within the time period stipulated in work plan approved by EIC. For ensuring the same, the contractor has to upfront declare at the time of bidding, their method of procurement of pipes i.e. (i) Through cash (if yes, this has to be reflected in their cash flow / fund flow plan to be submitted by contractor within one month from the date of signing of contract agreement) (ii) Through credit (iii) Through Letter of Credit (LOC); etc. In case of LOC, the contractor will enter into/ open LOC with the approved vendor within one month from the date of approval of QAP of pipes matching with delivery schedule. The maximum ceiling for number of times for opening of LOC is four, however the date of opening of last LOC with approved vendor for supply of pipes will be 4 months prior to stipulated end date for supply of pipes as per approved work plan.
- b) The event of non-supply of pipes, as per approved work plan / delivery schedule shall attract compensation at the rate 0.25% of cost of pipes, calculated on the basis of BOQ, to be supplied per month, per day of delay and will be having cumulative effect till the date of actual supply of pipe. The compensation levied under this clause shall be of permanent nature and is non-refundable under

any circumstances. However, the maximum ceiling limit of 10% of Contract Price as specified above shall also apply to liquidated damage deducted under this clause.

- 2.4. The bidder shall furnish declaration for arrangement of supply of pipes of specified nature as per contract and shall submit as per Proforma for 'Assured Pipe Supply Declaration' as per Form-23.**
- 2.5. The aggregate maximum amount of liquidated damages recoverable under this Clause-2 "LIQUIDATED DAMAGES "shall be subject to ten percent of the total contract value.**
- 2.6. The reasons requiring recovery of liquidate damages of ten percent of the contract value for performance shall be sufficient cause for termination of contract and for forfeiture of security deposit including amount of performance bond/security and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases.**

### **Clause-3: Default by Contractor:**

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

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

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

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

### **Clause-4: Actions when the progress of any particular portion of the work is unsatisfactory:**

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

### **Clause-5: Non exercise of power under Clause-3 not a waiver:**

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

### **Clause-5A: Powers to seize tools, plants, machineries, materials and stores of the contractor on invocation of clause 3:**

In the event of the Engineer- in charge taking action under clause-3, he may, if so desire, take possession of all or any tools, plants, machineries, materials and store in or upon the work or the site thereof or belonging to the contractor or procured by him and intended to be used for upon the work of the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, by paying or allowing for the same in account at the contract rate or in case of contract rates not being applicable at such reasonable rates, as may be comparable to current market rates where ascertainable of similar articles and comparable condition, to be certified by the Engineer-in-charge. In the alternative the alternative the Engineer-in-charge may by notice in writing to the contractor or his clerk of the works foreman or other authorized agent require him to remove such tools, plants, machineries, materials or store form the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Engineer- in- charge may remove them at the contractor's expense or shall remove them by auction or private sale at the risk and cost of the contractor in all respects, and the certificate of the Engineer-in -charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such removal shall be final and conclusive against the contractor.

### **Clause-6: Extension of time limit:**

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Engineer -in-charge before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered whichever is earlier and the Engineer-in-charge may, if in his opinion, believe that there are reasonable grounds for granting an extension, grant such extension, as he thinks necessary or proper. The decision of the competent authority of GUDC Ltd. in this matter shall be final.

### **Clause-7: Final measurement and final bill on completion of work:**

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

No certificate of completion shall be issued not shall the work be considered to be complete till the contractor shall have removed from the premises, on which the work has been executed, all scaffoldings, sheds and surplus materials, except such, as are required for rectification of defects; rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor for the workmen and cleared all dirt from all parts of building(s) in, upon or around which the work has been executed or of which he may have possession for the purpose of the execution thereof and cleared floors, gutters and drains, cased doors and sashes, oiled locks and fastening labelled keys clearly and handed them over to the Engineer- in- charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. if the contractor shall fail to comply with any of the requirements of these conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may, at the expense of the contractor, fulfil such requirements and dispose of the scaffolding, or surplus materials and rubbish etc. as he thinks fit and the

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

### **Clause-8: Intermediate and final payments:**

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

### **Clause-9: Payment at reduced rates:**

The rates for items of works shall be valid only when the items concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are accepted as not so completed, the Engineer In-charge can make payments at reduced rates.

### **Clause-10: Bill to be submitted monthly**

A bill shall be submitted by the contractor each month on or before the date fixed by the engineer-in-charge for all works executed in the previous month and engineer- in- charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. if the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in- charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose countersignature to the measurement list shall be sufficient warrant and the Engineer-in-charge may prepare a bill form such list which shall be binding on the contractor in all respects.

### **Clause-11: Bills and rates payable:**

The contractor shall submit all the bills on the printed forms at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the agreement or at the partly reduced rates subject to the approval be the Engineer-in -charge in the case of items not completed/executed as per agreements or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for the tender, at the rate here in after provided for such work.

## **Clause-12: Materials to be supplied by the department.**

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

For materials provided in Schedule-A and consumed in excess quantities, the rates provided in Schedule A shall be increased/ decreased corresponding to the increased/ decreases in the new rate payable for excess quantity as compared to date of issue of such quantity of materials.

### **Clause-12A: Consumption and return of materials supplied by the department.**

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

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

### **Clause-12B: Safe custody of materials supplied by the department**

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

All stores and materials supplied by the department shall be in safe custody. The store shall be accessible to the Engineer-in-charge or his agent at all times, no materials shall be allowed to be removed from the site of the work and any material required for the execution of the work shall be taken out from the store only in the presence of a duly authorized agent of the Engineer-in-charge.

### **Clause-13: Drawings, designs, instructions of the engineer-in-charge and specifications, order of precedence in case of discrepancies**

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

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

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

- (2) The contractor will be entitled to receive one copy of the accepted tender along with the work order free of cost.
- (3) The several documents forming the contract are essential parts of the contract and requirements' occurring in one is binding as through occurring in all. They are intended to be mutually explanatory and complimentary and to describe and provide for a complete work.

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

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

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

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

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

### **Clause-14: Excess over Tender Quantities, Extra Items and Variations**

The Engineer-in-charge shall have power to make any alterations in or addition to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the wok in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alternation shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work.

- 14.1. Except that when the quantity of any item exceeds the quantity as in the tender by more than 30 %, the contractor will be paid for the quantity in excess of 30 %, at the rate entered in the S.O.R of the

year during which the excess in quantity is first executed or tender rate whichever is less and for the materials consumed in excess quantity the rate for the materials to be charge would be the basic rate taken into account for fixing the rate for the S.O.R. above instead of the rate stipulated in schedule-A.

14.2. If the additional or altered work includes any class or work for work of which no rate is specified in this contract, then such class of work shall be carried out.

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

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

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

14.3. If the additional or altered work, for which no rate is entered in the "Schedule of Rates" of the Division is ordered to be carried out before the rate is agreed upon, then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate, which it is his intention to charge for such class of work and if the Engineer in charge does not agree to this rates, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider it advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then in such cases he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of the dispute, the decision of the VP(P) of GUDC HO shall be final.

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

The time limit for the completion of the work shall be extended in the proportion that the increase in the cost occasioned by alternations bears to the cost of the original contract work and the certificate of the Engineer –in-charge as to such proportion shall be final and conclusive.

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

## **Clause-15: No. Claim to any payment or compensation for alterations or for restrictions of work**

If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever, require the whole or part of the work, as specified in the tender, be stopped for any period or shall not require the whole or part of the work to be carried out at work, as specified in the tender, be stopped for any period of shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor he shall give notice in writing, stating the fact to the Contractor who shall thereupon suspend or stop the work totally or partially, as the case may be. In any such case, except as provided hereunder, the Contractor shall have no claim to any payment or compensation whatsoever except as provided hereunder on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or unemployment of labour required by him, He shall not have also any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

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

### **CLAUSE 15A:**

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

In the case of such delay in the supply of materials, Government shall grant such extension of time for the completion of the works as shall appear to the Engineer-in-charge to be reasonable in accordance with the circumstances of the case. The decision of the Engineer-in-charge as for the extension of time shall be accepted as final by the contractors. (As modified Vide R&BD. G.R. No. TNC – 1096 IB – 143 (16) – C dated 11-1-99)

## **Clause-16: Claims under the contract**

Time limit for unforeseen claims: The contractor shall not be entitled to any compensation from Government on any account unless where allowed by the conditions of this contract.

## **Clause-17: Remedies for inferior or bad work, materials of workmanship and maintenance clause:**

If, at any time before the expiry of Defects Liability period as detailed in Clause 17-A. It shall appear to the Engineer-in-charge or his sub-ordinate in charge of the work that/any work has been executed unsound, imperfect or unskilled workmanship or with materials or inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been passed, certified and paid or the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified in whole or in part and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate or percent on the amount of the estimate of the rectification for every

day not exceeding ten days during which the failure so continues, and in the event of any such failure as aforesaid continuing beyond ten days, the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer -in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

### **Clause-17A: Defect liability clause:**

The contractor shall be responsible to make good and remedy at his own expense any defect in works (Items) carried out by the contractor including surface worn out which may develop or may be noticed or may be noticed before the period mentioned hereunder from the certified date of completion. The Engineer-in-charge shall give the contractor a notice in Writing about the defects and the contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the contractor, the Engineer- in charge may rectify or remove or re-execute the work at the risk & cost of the contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, incurred by him in rectification, removal or re-execution. The Defect Liability Period shall be as mentioned in clause of Defect Liability Period of Volume I Technical Bid.

### **Clause-17B: Identifying Defects/ Defect liability period**

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

- (a) For all works costing up to Rs. 50,000 (amount put to tender), the period shall be 3 Months from the certified date of completion.
- (b) For all works costing more than Rs. 50,000 and up to Rs. 1 crore (amount put tender), the period shall be 12 (Twelve) months from the certified date of completion or one monsoon, whichever is later.
- (c) For major projects costing more than Rs. 1 crore, the period shall be 36 Months from the certified date of completion which should include three monsoons.
- (d) For original building works the defect liability period will be 4 years or elapse of 4 monsoon period following date of possession of building taken over by user agency following the certified date of completion, whichever is later.

For the purpose of deciding the monsoon period, the 30th September shall be treated as the last date.

Modified vide R & B D Circular No. PAC-11-102008-2076-N dated 31/8/2009, PRCH/102013(2976) 2759-N, Dated 27/05/2013 and Circular No. TNC/10/2016/Clause 17A (Correction/ (1) C Dated 12/05/2016]

### **1.2 Free maintenance guarantee period for works of Road/Bridge construction**

- (a) For resurfacing work of road free maintenance guarantee period one year from the

date of completion.

- (b) In case of widening of the road/strengthening of the road/bridge, the contractor shall have to give four years' free maintenance guarantee from the certified date of completion. During this period the contractor shall visit the site every six months along with the concerned Section Officer / Deputy Executive Engineer and will examine the work already carried out in this contract like road work, jungle cutting, side shoulders, side gutter, road furniture, patta etc. and will prepare Km. wise inspection report duly signed by all concerned and any defect observed shall be done within 15 days by the contractor at his risk and cost as per the direction of Engineer in charge. The contractor needs to do videography of these visits and require to submit at the time of release of FMG. If B.T. the surface during the maintenance period of 4 years is worn out, then agency shall have to provide renewal coating as per tender item as directed by the Engineer-in-charge. The amount equivalent to 5% of each running bill shall be withheld and will be released after the free maintenance guarantee period (i.e. 4 years) is over.

However, this amount shall be released against fixed deposit or bank guarantee pledged in the name of GUDC Ltd., Gandhinagar after completion certificate of work is issued.

- (1) The flakiness and elongation index (combined) for coarse aggregates under no circumstances shall exceed the allowable limit set forth in the relevant clause for the material in question.
- (2) 2% of the amount eligible for the payment of bituminous items shall be withheld till the miscellaneous items like earthwork in embankment / cutting for side shoulders, side gutters, kilometer / indicator / guard stones, sign boards etc. are completed in all respect by the contractor. After completion of the miscellaneous items, the above said 2% withheld amount shall be released.

(Govt. of Gujarat's G.R. No.: TNC-10-2013-3(Part-3)/C, Dt. 13/12/2013).

- (3) Videography for the surface under Maintenance Guarantee is to be done as per Govt. Letter No.: SSR/10/2015-16/26/C, Dt. 26/11/15 for the work costing more than Rs. 5.00 Crore.
- (4) Setting up of adequate laboratory & deployment of quality engineers.

The contractor shall have to set up the laboratory with adequate equipment. Till the setting up of adequate laboratory is completed & reported of this to the engineer (subject to due verification by engineer's representative) by contractor in writing, Rs.2,00,000/- shall be withheld. The qualified quality Engineer shall be deployed exclusively for this contract by the contractors. If quality Engineer is not deployed by contractor within one month after the date of work order, the amount equivalent to Rs.20,000 per month shall be recovered till the actual deployment of quality engineer. The amount so recovered towards the deployment of quality engineers shall not be refunded.

- (5) Asphalt work will have to be cross checked as per G.R. No.: RGN/60/2006/35/C, dtd.31/05/07 before final bill is paid.
- (6) Maintenance during Construction Period

During the Construction Period, the Contractor shall maintain, at his own risk and cost, the existing lane(s) of the road so that the traffic worthiness and safety thereof are at no time materially inferior as compared to their condition 10 (ten) days prior to the date of the Agreement, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Contractor may, at his cost,

interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of works and conforms to Good Industry Practice; provided further that such interruption and diversion shall be undertaken by the Contractor only with the prior written approval of the Executive Engineer which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Contractor shall at all times be responsible for ensuring safe operation of the road.

- 1.3** *The Engineer shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities the Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.*

### **Clause-18: Work to be open to inspections- Contractor or responsible agent to be present:**

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

**Employment of a qualified site Engineer by the Contract.** As per tender document clause 3.0 of qualifying criteria

### **Clause-19: Notice to be given before work is covered up:**

The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained. The same shall be uncovered at the contractor's expense and in default thereof, no payment or allowance shall be made for such work or for the materials which the same was executed.

### **Clause-20: Damage to contract work- in- progress and damages to surrounding properties.**

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

## **Clause-20A: Damages due to acts of God and unprecedented floods.**

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

**Note:** "Unprecedented flood" means the flood crossing the High Flood Level of the past 10 year(s) which is on the available record.

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

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

The contractor shall supply at his own cost all material (except such special materials if any, as may, in accordance with the contract to be supplied from the Public Works Department Store), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of the work whether in the original, altered or substituted form and whether included in the specifications. or other documents forming part of the contract or referred to in these conditions of not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter or to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of settings out works and counting, weighing and assisting in the measurement of examination at any time and from time to time, of the work or the materials, failing this, the same may be provided by the Engineer -in-charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit, or proceed of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defences of every suit, action or other legal proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may, with consent of the Contractor, be paid in compromising any claim by any such person.

## **Clause-21A: Regulations for scaffolds, working platforms, gangways and stairways**

The Contractor shall provide suitable scaffolds and working platforms. Gangways and stairways, and shall comply with the following regulations in connection therewith,

- (a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- (b) A scaffold shall not be constructed, taken down or substantially altered except-
  - (i) Under the supervision of a competent and responsible person.
  - (ii) Appointed by contractor and by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and all ladders shall-

- (i) be of sound material
  - (ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and,
  - (iii) be maintained proper condition.
- (d) Scaffolds shall be so constructed that on part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.
- (g) Scaffolds shall be periodically inspected by a competent person.
- (h) Before allowing a scaffold to be used by his workmen, the Contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation herein specified.
- (i) Working platforms, gangways shall-
  - (i) be so constructed that no part thereof can sag unduly or unequally.
  - (ii) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and-
  - (iii) be kept free from any unnecessary obstruction.
- (j) In the case of working platforms, gangways working places and stairways at a height exceeding 2.00 metre (to be specified)
  - (i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
  - (ii) Every working platform, gangway, working place and stairway shall be suitably fenced.
- (k) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the access of person or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or material.
- (l) When persons are employed on a roof where there is danger of falling from a height exceeding 3.00 (to be specified) meters suitable precaution shall be taken to prevent the fall of persons or material.
- (m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.
- (n) Safe means of access shall be provided to all working platform and other working places.

## **Clause-21B: Regulations for hoisting appliance**

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

- (a) Hoisting Machines and tackle including their attachments, anchorages and supports shall-

- (i) be of good mechanical construction sound material and adequate strength and free from patent defect, and
  - (ii) be kept in good repair and in working order.
- (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
  - (c) Hoisting machines and tackles shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by Engineer-in-charge.
  - (d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
  - (e) Every crane driver or hoisting- appliance operator shall be properly qualified.
  - (f) No. person who is below age of 15years shall be in control of any hoisting machine, including any scaffolds, nor shall give signals to the operator.
  - (g) In the case of every hoisting machine and of every chain, ring hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.
  - (h) Every hoisting machine and all gears referred to in preceding regulation shall be plainly marked with the safe working load.
  - (i) In the case of hoisting machine having a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated.
  - (j) No part of any hoisting machine or gear referred to in regulation 'g' above shall be loaded beyond the safe working load except for the purpose of testing.
  - (k) Motors, gears, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with sufficient safeguards.
  - (l) Hoisting applications shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
  - (m) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.

## **Clause-22: Measures for prevention of fire:**

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

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

## **Clause-23: Liability of contractors for damages done in or outside work area:**

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

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

## **Clause-24: Risk & Cost**

The Engineer-in-charge or the Competent Authority defined under rules may, without prejudice to his rights against the Contractor, in respect of any delay or inferior workmanship or otherwise, or any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing, absolutely determine the Contract in any of the following cases:

- (i) If the Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date,
- (ii) If the Contractor, being a company, shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order,
- (iii) If the contractor commits breach of any of the terms and conditions of this Contract,
- (iv) If the contractor commits any acts mentioned in, clause 26 thereof. When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in charge on behalf of the Governor of Gujarat shall have powers: -
  - (a) To determine or rescind the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge shall be conclusive evidence), upon such determination or rescission, the earnest money, full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of Government.
  - (b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the Contractor under the terms of this Contract. The certificate of the Engineer-in-charge, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that

action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that; if the expenses incurred by the Department are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.

- (c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof, as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by Government under this contract or on any other account whatsoever, or from his Earnest Money, Security Deposit, Enlistment Security or the proceeds of sales thereof, or a sufficient part thereof, as the case may be. In the event of any one or more of the above courses being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified. No interest shall be payable to the Contractor on any payment due or awarded by any authority.

## **Clause-25: Recovery from Contractors**

Whenever any claim against the Contractor for the payment arises under the contract, the Department may be entitled to recover such sum by:

- (a) Appropriating, in part or whole of the Performance Guarantee and/or Security Deposit and / or any sums payable under the contract to the contractor.
- (b) If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other contract of the department, including the securities which become due for release.

The department shall, further have an additional right to effect recoveries as arrears of land revenue under the Gujarat Land Revenue Code.

## **Clause-26: Work not to be sublet; consequences for unauthorised subletting, bribing and becoming insolvent.**

The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceeding to get himself be adjudicated an insolvent or make any compromisation with his creditors, or attempt to do so, the Engineer-in-charge may, by notice in writing rescind the contract, Also if any bribe, gratuity, gift loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under contract.

The Contractor shall not sublet the entire work under the contract or any part thereof under any circumstances, except the specialised work which is permitted as described in following clauses.

The contractor shall be permitted to sublet the specialised work of Railway Crossings, by the Box Pushing technique. The contractor to which the subletting is proposed to be done, shall be an experienced contractor, who has successfully carried out similar crossing works in the Western Railway region. The contractor shall propose the name of specialised agency to the Engineer In Charge, along with the details of work completed by the specialised agency, proposed time schedule, equipment to be deployed for the proposed crossing works, arrangement for seeking approval from Railway authorities etc., to the Engineer In Charge for his approval to the agency.

The actual work on site shall start only on approval from the Engineer In Charge. The extent of the work allocated to the specialised agency shall be only for the Box structure to be pushed under the railway track. All the approaches, pipe laying and other auxiliary works related to the crossing shall be responsibility of the Contractor.

The contractor shall be responsible for the safety of work and labour and other laws for the sublet work to be carried out by the specialised agency. All the safety, insurance and legal requirement of this contract shall be applicable mutatis mutandis to the work sublet to the specialised agency.

The payments to such approved specialised agency shall be directly made by the Contractor. However, GUDC Ltd. will have a right to recover from any amount due to the Contractor, any amount payable by the contractor to the engaged specialised agency. A tripartite agreement shall be signed between the Contractor, Specialised Agency and GUDC Ltd. to that effect.

Contract may be rescinded and security deposit forfeited for subletting the work without approval or for bribing a public officer or if contractor becomes insolvent.

### **Clause-27: Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss:**

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

### **Clause-28: Change in the constitution of firm to be notified:**

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

### **Clause-29: Works to be under directions of Vice President (P):**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of **Vice President (P)** of the Division for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

### **Clause-30: Settlement of Disputes and Arbitration**

- 30.1 If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to Vice President (P) (Higher Authority) within 14 days of the notification of the Engineer's decision. If the issue is not resolved, any party can refer the matter for conciliation within 15 days from the decision given by the Vice President (P).

30.2 (a) For the work up to Rs.100 Cr., if any of the parties is not satisfied with the decision of the Vice President (P), both the parties have to refer to the Managing Director GUDC Ltd., Gandhinagar concern for the conciliation process.

(b) For the work more than Rs.100 Cr., if any of the parties is not satisfied with the decision of the Superintending Engineer, both the parties have to refer to the Principal Secretary, Urban Development & Urban Housing Department, GoG for the conciliation process.

If the dispute is not resolved through the conciliation process, he may refer the dispute to Gujarat Public Works Contract Dispute Arbitration Tribunal. If the Contractor fails to refer a claim / dispute to the Higher Authority within 14 days of the notification of the Engineer's decision, the Contractor shall not be entitled to any additional payment/claim if he doesn't follow the above sequence in stipulated time and he should not stop the work.

### 30.3 Arbitration

The procedure for arbitration will be as follows: -

30.3.1 If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to Vice President (P) (Higher Authority) within 14 days of the notification of the Engineer's decision. If the issue is not resolved, any party can refer the matter for conciliation within 15 days from the decision given by the Vice President (P).

30.3.2 (a) For the work up to Rs.100 Cr., if any of the parties is not satisfied with the decision of the Vice President (P), both the parties have to refer to the Managing Director GUDC Ltd., Gandhinagar concern for the conciliation process.

(b) For the work more than Rs.100 Cr., if any of the parties is not satisfied with the decision of the Superintending Engineer, both the parties have to refer to the Principal Secretary, Urban Development & Urban Housing Department, GoG for the conciliation process.

If the dispute is not resolved through the conciliation process, he may refer the dispute to Gujarat Public Works Contract Dispute Arbitration Tribunal. If the Contractor fails to refer a claim / dispute to the Higher Authority within 14 days of the notification of the Engineer's decision, the Contractor shall not be entitled to any additional payment/claim if he doesn't follow the above sequence in stipulated time and he should not stop the work.

## **Clause-31: Deleted.**

## **Clause-32: Lump sum in estimates:**

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

## **Clause-33: Action where no specifications:**

In the case of work for which there is no such specification, such work shall be carried out in accordance with the Divisional Specification and in the event of there being no Divisional Specifications, then, in such case the

work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

### **Clause-34: Definition of work:**

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

### **Clause-35: Non refund of quarry fees & Royalties:**

- (i) On receipt of the work order, the contractor will identify the sources of procurement of quarried construction materials like metal, kapchi, grit, sand etc. and seek the permission of the Engineer in charge about the sources. The Engineer in charge will issue orders approving the sources of procurement of quarried construction materials. The contractor will thereafter procure the materials from approved sources for use in the contract work. The Dy. Executive Engineer will verify this with reference to the copies of gate passes before recording the measurements of such materials.
- (ii) The contractor shall pay the royalty to the competent authority/ local body as per rules. The contractor shall furnish quarterly the statement showing quarterly or quarried materials, from whom purchased (with full address of the seller) and copies of bills for purchase to the District Officer of the Mining and Geology Department or authority competent to levy royalty in the area of work. Contractor shall also furnish such additional information as regards royalty payment to the Royalty authority. The royalty charges paid shall be borne by the Contractor and shall not be reimbursed by the Executive Engineer (Authority: R & BD Circular No. TNC-2286-UO-39(19)-C, dtd,23/10/1989)

### **Clause-36: Compensation under the workmen's compensation Act:**

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

### **Clause-36A: Liability of the contractor in case of accidents**

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

### **Clause-36B: Arrangements for personal safety requirements and first aid**

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

- (a) The workers shall be required to use the equipment so provide be the Contractor and Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- (b) When work is carried on in approximately to any place where there is a risk of drowning all necessary equipment shall be provided and kept for use and all necessary steps shall be taken for the prompt rescue of any person, in danger.
- (c) Adequate provision shall be made for prompt first aid treatment of all injuries to be sustained during the course of the work.

### **Clause-37: Quantities in the tender to be considered approximate and they are subject to variations.**

The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the tender. In the case of increase in the quantities by more than 30% the new rate will be paid to the contractor for the quantities in excess of 30% as per schedule of rates of GWSSB / CPWD / R&B. The rates for the increased quantities as aforesaid will be fixed in the manner specified in Clause-14.

### **Clause-38: Employment of famine or other labour:**

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

### **Clause-39: Claim for compensation for delay in starting the work**

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

### **Clause-40: Claim for compensation for delay in the execution of work**

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

### **Clause-41: Entering upon or commencing any portion or work:**

The contractor shall not enter upon or commence any portion or work except with the written authority and instruction of the Engineer-in-charge or of his subordinate in charge of the work. Failing such authority, the contractor shall be no claim to ask measurement of or payment for work.

### **Clause-42: Minimum age of person employed:**

- (i) No contractor shall employ any person who is under the age of 18 years.
- (ii) The employment of donkeys and / or other animals and the payment of fair wages:

- (iii) For Asphalt work(s) as far as possible, only the adult persons should be employed by the contractor. If the adult person are not available, then the children below the age of 18(Eighteen years) should not be employed under any circumstance.
- (iv) No contractor shall employ donkeys or other animals with branching of string or thin rope. The branching must be at least three inches wide and should be of tape (Newer).
- (v) No animal suffering from stores, lameness or emaciation or which is immature shall be employed on the work.
- (vi) The Engineer-in-charge or his agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion work by such removal.
- (vii) The Contractor shall pay fair and reasonable wages to the workman employed by him in the contract undertaken by him in the event of any dispute arising between the Contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Engineer-in-charge who shall decide the same. The decision of the Engineer-in-charge shall be conclusive and binding on the Contractor, but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Government at the section tender rates.
- (viii) The contractor shall provide drinking water facilities to the workers/ laborers employed on Government works Amenities relating to sanitation shall also be provided to the workers/laborers employed on works (in urban areas). if the contractor fails to comply with these provisions, the Engineer-in-charge shall give notice in writing and if the contractor does not provide this facility to the workers/ laborers within a period of ten days from the date of the notice in writing, the Engineer-in-charge shall thereupon make the arrangement for drinking water at the cost of the contractor.
- (ix) The Contractor shall provide the amenity of proper shade and shelter to the workers/ labourers and their children on Government works as soon as the work starts. If the contractor fails to provide shed and shelter, the Engineer-in-charge shall provide the same at the cost of contractor.

### **Clause-43: Method of Payment:**

Payment shall be made by cheques or RTGS directly into account of the contractor

### **Clause-43A: Set off Clause**

Any sum of money due and payable to the contractor (including the security deposit returnable to the contractor) executing and Government work or work of any District Panchayat wholly financed as grant-in-aid under this contract shall be appropriated by any District Panchayat/ Government and shall be set off against any claim of the Government/ District Panchayat of Gujarat State by the District Panchayat of Gujarat State/ Government for the payment of a sum of money arising out or under any other contract made by the contractor with the Government/ District Panchayat of Gujarat State for the work wholly financed as grant-in-aid by Government of Gujarat State. When no such amount for purpose of the recovery from the contractor against any claim of the Government / District Panchayat of Gujarat State is available, such a recovery shall be made from the contractor as arrears of land revenue.

### **Clause-44: Check Measurements**

- 44.1. The department reserves to itself the right to prescribe a scale of check measurement of work in general or specific scale for specific works or by other special orders.

- 44.2. Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.
- 44.3. Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per clause 24 above.

## **Clause-45: Termination by Engineer in Charge**

If the Contractor fails to carry out any obligation under the Contract, the Engineer in Charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

- 45.1. The Engineer in Charge shall be entitled to terminate the Contract if the Contractor:
- a. abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
  - b. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
  - c. without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time as specified in Clause-3, Clause 20, Clause 21 and Clause 23.
  - d. the Contractor does not maintain a valid instrument of financial security as prescribed;
  - e. the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
  - f. If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the contract document.
  - g. If the contractor, in the judgment of the Engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract as specified in clause 26.
  - h. Any other fundamental breaches as specified in the Contract.
- 45.2. In any of these events or circumstances, the Engineer in Charge may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (c) or (g), the Engineer in Charge may terminate the Contract immediately.
- 45.3. Notwithstanding the above, the Engineer-in-Charge may terminate the Contract for convenience by giving notice to the Contractor.

## **Clause-46: Payment upon Termination**

If the contract is terminated under clause 45.2, the Engineer shall issue a certificate for value of the work done less liquidated damages, if any, less recoverable advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed as indicated in the Contract. The amount so arrived at shall be determined by the Engineer-in-Charge and shall be final and binding on both the parties.

- 46.1. Payment on termination under clause 45.3 above -

If the Contract is terminated under clause 44.3 above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

- 46.2. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered as per clause 25 above.

### **Clause-47: Rates are exclusive GST but inclusive of all other taxes.**

The rates to be quoted by the contractor must be exclusive of GST but inclusive of all other taxes and applicable Cess, levies on such taxes. GST shall be paid extra on the admissible payment as per the approved tender rates and condition of price variation, GST shall be paid as per prevailing rates at the time of payment.

#### **NOTE:**

- (a) Service tax shall be payable extra subject to applicability of Service Tax, against documentary evidence/ invoice. Statutory variation and any additional taxes levied during contract period shall not be payable.
- (b) In case of change in Goods and Service Tax Act (GST), the variation in tax liability on account of GST on that part of value of contract, for which goods and services are procured after the implementation of GST in Gujarat, shall be reimbursed/ recovered.

### **Clause-47A: Income tax**

Deduction will be made at source on the contractor's bill towards Income tax by the employers as per prevailing rules of the Income tax authority.

### **Clause-48: Employment through Employment Exchange and local labour**

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

### **Clause-49: Fair Wages:**

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

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

**Clause-50: Deleted****Clause-51: List of Machinery:**

The contractors shall also give a list of machineries in his possession and which they propose to use in the work.

**Clause-52: Deleted****Clause-53: Local labour on normal rates:**

The contractor shall have to engage local labour and person seeking employment where available on current minimum wage rate of Gujarat Government and revision if any.

**Clause-54: Land on Hire and rental charges**

Rent will be recovered from the contractor for the land (if available) given to them for stacking materials as well as for construction of temporary hutments etc.

**Land Measuring Charges**

As per latest prevailing Government rates applicable from time to time.

**Clause-55: Vaccination to labourers**

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

**Clause-56: Camp Facilities to Workers.****1. Huts:**

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

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

**2. Drinking Water:**

The contractor shall as far as possible, provide an adequate supply of chlorinated pure potable drinking water for the use of labourers.

**3. The contractor shall construct semi-permanent latrines for the use of labourers on the following scale, namely:**

- (a) Where female is employed, there shall be at least one latrine for every 25 females.
- (b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or female exceed 100, it shall be sufficient if there is one latrine for every 25 males or females, as the case may be up to the first 100 and one for every 50 thereafter.

**4. Privacy in latrines:**

Every latrine shall be under cover and so partitioned off as to secure privacy and shall have a proper door and fastenings.

**5. Notice to be displayed outside latrines and urinals:**

- (1) Where workers of both sexes are employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority of the workers for Men Only or for Women Only: as the case may be.
- (2) The notice shall also bear the figures of a man or of a woman, as the case may be.

**6. Urinals:**

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

**7. Latrines and Urinals to be accessible:**

- (1) The latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment.
- (2) (i) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.  
  
(ii) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

**8. Water for latrines and urinals:**

Water shall be provided by means of pipes or tanks or their wise, so also be conveniently accessible in or near the latrines and urinals.

**9. Bathing and washing places:**

- (1) The contractor shall construct sufficient number of bathing places; every unit of 20 persons being provided with a separate bathing place.
- (2) Washing places should also be provided for the purpose of washing clothes. Every unit of 30 persons shall have at least one washing place.
- (3) Such bathing and washing places should be suitably screened and separate places provided for male and female workers.

- (4) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

#### **10. Drainage:**

The contractor shall make sufficient arrangement for drainage away the sewerage water as well as water from the bathing and washing places and shall dispose of this waste water in such a way as not to cause nuisance. The contractor should obtain a permission from the Gujarat Water Pollution Control Board, Gandhinagar of Water is so be drained in river or near the well. The contractor would put malarial oil once in a week in stagnant water round about the residence.

#### **11. Medical Facilities:**

The contractor shall engage a medical officer with a travelling dispensary for a camp having 500 or more persons if there is no Government or other private dispensary situated within 6 km from the camp.

#### **12. Conservancy and cleanliness:**

The contractor shall provide the necessary staff for effecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-in-charge. At least one sweeper per 200 persons should be engaged. Conservancy staff should dump refuse in compost pit, away from the labour camp.

#### **13. Health Provisions:**

The District Health Officer of the District or the Deputy Director of Health services shall be consulted before opening a labour camp and his instructions on matters such as water supply, sanitary convenience, the camp-site accommodation and food supply shall be followed by the contractor.

#### **14. Precaution against epidemic:**

- (a) The authorities in charge of the colonies should get the labourers inoculated against cholera and plague and vaccinated against smallpox at the time of recruitment, if they are not inoculated or vaccinated within 6 months or 3 years respectively prior to the date of recruitment.
- (b) When, in any labour camp there is an epidemic disease or is threatened with such an outbreak, the authorized in charge of the labour camps should ensure that all the inmates of the labour colonies are inoculated or vaccinated as the case may be depending on the diseases, within 72 hours after the outbreak.
- (c) The authorities in charge of the labour colony should arrange to communicate by wire regarding the outbreak of the epidemic disease on the very day of the outbreak, to the Mamlatdar of the Taluka, the District Health officer or to the Deputy Director of the above officers in the prescribed form regarding the progress of the epidemic disease.
- (d) When the authorities in charge of the labour colony suspect or have reason to believe that any inmate of the labour colony is suffering from the infectious or contagious disease, they shall forthwith arrange for the segregation of such persons to isolated huts to be specifically provided for the purpose and also for their treatment.
- (e) As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labour colonies should report promptly the occurrence of unusual incidence of cases of malaria and also inform the District Health Officers of the District Deputy Director of Public Health (Malaria) and the Director of Public Health and also arrange to institute all necessary anti malarial measures as may be advised by the officials of the Public Health Department.
- (f) The authorities in charge of the colonies should also arrange to carry out any other measures that may be recommended by the officials of the Public Health Department necessary to prevent or control the spread of disease.

**15. Rest Rooms**

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

**16. Canteen Facilities:**

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

**17. Accommodation in canteen:**

- (1) The canteen shall consist of at least dining hall, kitchen, storeroom, pantry and washing place separately for workers and for utensils.
- (2) (i) The canteen shall be sufficiently lighted at all times where any person has access to it.  
(ii) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour-washed at least once in each year, provided that the inside walls of the kitchen shall be lime-washed every four months/
- (3) (i) The premises of the canteen shall be maintained on clean and sanitary condition.  
(ii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause nuisance.  
(iii) Suitable arrangements shall be made for the collection and disposal of garbage.

**18. Accommodation in dining hall:**

- (1) The dining hall shall accommodate at a time, at least 30% of the contract labour working at a time.
- (2) The floor area of the dining hall excluding the area occupied per dinner to be accommodated shall as prescribed in sub-rule (1).
- (3) (i) A portion of the dining hall and service counter shall be partitioned and reserved for women workers, in proportion to their numbers (ii) Washing places for women shall be separate and screened to secure privacy.
- (4) Sufficient table, stools, chairs or benches shall be available of the number of dinners to be accommodated as prescribed in sub-rule-1.

**19. Equipment in canteen:**

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

**20. Food stuff to be served:**

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

**21. Prices to be displayed:**

The charges of food stuffs, beverages and any other item served in the canteen shall be based on 'no profit, no loss' and shall be conspicuously displayed in the canteen.

**22. Canteen to be run on 'No profit no loss' basis:**

In deriving the prices of food stuffs and other articles served in the canteen, the following items shall not be taken into consideration as expenditure namely.

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

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

### **23. Books of accounts and registers of the canteen:**

The books of accounts and registers and other documents used in connection with the running of the canteen shall be produced on demand to an inspector.

### **24. Audit of the Account of the Canteen:**

The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors; provided that the Labour Commissioner may approve of any other person to audit the accounts, if he is satisfied that it is not feasible to appoint a registered accountant and auditor in view of the size or the location of the canteen.

## **Clause-57: Gum boots, hand gloves, masks etc., to labourers**

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

## **Clause-58: No distinction between harijans and other workers**

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

## **Clause-59: Price Variation**

### **Clause-59A: Not applicable**

### **Clause-59B: Applicable for Building, Road and bridge works**

Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the contract data.

- a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- b) The price adjustment shall be determined during each month from the formula given in the contract data.
- c) Following expressions and meanings during to the work done during each month

$R$  = Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clause in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

1. **The formula (e) for adjustment of prices are as under:**

- If any of the commodities like Cement, Steel or Bitumen are not found applicable in a work, the weight component of that commodities {i.e. 'Cement' (Pc), 'Steel' (Ps) or 'Bitumen' (Pb) as indicated in SBD for the purpose of Price Adjustment} shall be clubbed with the weight component of 'Other Material' (Pm), such that the gross % weight of the components shall remain as 100%.

R = value of work as defined in above clause of Conditions of Contract

**Adjustment for labour component**

- (i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times (P_l/100) \times R \times (L_i - L_0)/L_0$$

$V_L$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour

$L_0$  = The consumer price index for industrial workers for the State on 28 days preceding the scheduled date of opening of technical Bids as published by Labour Bureau, Ministry of Labour, Government of India

$L_i$  = The consumer price index for industrial workers for the State for the month under consideration as published by the Labour Bureau, Ministry of Labour, Government of India.

$P_l$  = Percentage of labor component of the work.

**Adjustment for cement component.**

- (ii) Prices adjustment for increase or decrease in the cost of cement procured by the contractor

$$V_c = 0.85 \times (P_c/100) \times R \times (C_i - C_0)/C_0$$

$V_c$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local Cement.

$C_0$  = The all India wholesale price index for Ordinary Portland Cement on 28 days preceding the scheduled date of opening of technical bid as published by the **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**

$C_i$  = The all India average wholesale price index for Ordinary Portland Cement for the month under consideration as published by **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**

$P_c$  = Percentage of labor component of the work.

**Adjustment for steel component**

- (iii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula

$$V_s = 0.85 \times (P_s/100) \times R \times (S_i - S_0)/S_0$$

$V_s$ = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel

$S_0$ = The all India wholesale price index for steel (**Mild Steel - Long Products Rebars**) on 28 days preceding the date of opening of Bids as published by the **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**

$S_i$ = The all India average wholesale price index for steel (**Mild Steel - Long Products Rebars**) for the month under consideration as published by **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**

$P_s$  = Percentage of steel component of the work.

**Note :** For the application of this clause, the index of **Mild Steel- Long products Rebars** has been chosen to represent the steel group.

#### **Adjustments of bitumen component**

- (iv) Price adjustment for increase in the cost of bitumen shall be paid in accordance with the following formula

$$V_b = 0.85 \times (P_b/100) \times R \times (B_i - B_0)/B_0$$

$V_b$ = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.

$B_0$ = The official retail price of bitumen at the **IOC depot at the nearest centre on the day 28 days prior to the scheduled date of opening of technical bid.**

$B_i$ = The official retail price of bitumen of **IOC depot at the nearest centre for the 15<sup>th</sup> day of the month under consideration.**

$P_b$  = Percentage of bitumen component of the work.

#### **Adjustment of POL (fuel and lubricant) component**

- (v) Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be paid in accordance with the following formula

$$V_f = 0.85 \times (P_f/100) \times R \times (F_i - F_0)/F_0$$

$V_f$ = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.

$F_0$ = The official retail price of **High Speed Diesel (HSD)** at the existing consumer pumps of **IOC at the nearest centre on the day 28 prior to the date of opening of Bids.**

$F_i$ = The official retail price of **HSD** at the existing consumer pumps of **IOC at the nearest centre for the 15<sup>th</sup> day of the month of the under consideration.**

$P_f$  = Percentage of fuel and lubricants component of the work.

**Note:** For the application of this clause, the price of High-Speed diesel Oil has been

chosen to represent the fuel and lubricants group.

### Adjustment for Construction Machinery

- (vi) Price adjustment for increase or decrease in the cost of plant and Machinery spare procured by the Contractor shall be paid in accordance with the following formula.

$$V_p = 0.85 \times (P_p/100) \times R \times (P_i - P_0)/P_0$$

$V_p$ = Increase or decrease in the cost of work during the month under consideration due to changes in rates for plant and machinery spares.

$P_0$ = The all India wholesale price index for **manufacturer of machinery for mining, quarrying and Construction** on 28 days preceding the scheduled date of opening of technical Bids, as published **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**

$P_i$ = The all India average wholesale price index for **manufacturer of machinery for mining, quarrying and Construction** for the month under consideration as published **Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.**

$P_p$  = Percentage of bitumen component of the work.

**Note:** For the application of this clause, index of Heavy Machinery and parts has been chosen to represent the Plant and Machinery Spares group.

### Adjustment of other materials Component

- (vii) Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula.

$$V_m = 0.85 \times (P_m/100) \times R \times (M_i - M_0)/M_0$$

$V_m$ = Increase or decrease in the cost of work during the month under consideration due to change in rates for local materials other than cement, steel, bitumen and POL.

$M_0$ = The All Indian wholesale price index (all commodities) on 28 days preceding the scheduled date of opening of technical Bids, as published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.

$M_i$ = The All India wholesale price index (all commodities) for the month under consideration as published by the Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.

$P_m$  = Percentage of local material components (other than cement, steel, bitumen and POL) of the work.

**The following percentage will govern the price adjustment for the entire contract.**

1. Labour – Pl	13.835 %
2. Cement – Pc	08.881 %
3. Steel – Ps	32.280 %
4. Bitumen – Pb	01.020 %

5. POL – Pf	00.334 %
6. Plant & Machinery Spares – Pp	20.753 %
7. Other Materials – Pm	22.897 %
<hr/>	
Total	100.00 %

### **Clause-60: Fencing and lighting:**

- (a) The contractor shall, unless otherwise specified, be responsible for the proper fencing, lighting grading and taking of the necessary safety measures for all works comprised in the contract and for the proper provision of temporary road, ay, foot-way, guards, fences, caution notice etc. as far as the same may be rendered necessary by reasons of the work for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and the public and shall remain responsible for any accidents that may occur on account of his failure to take proper & timely precautions.
- (b) All the arrangements made for fencing and lighting shall be maintained by the contractor through the currency of the contract till the physical taking over of the work by department.

### **Clause-61: Liability of Accidents to Persons:**

Responsibilities and liabilities of the contractor under workmen's compensation act are given in clause-37 in addition following shall also apply: (a) On the occurrence of an accident, which result in death of workmen employed by the contractor or which is so serious as is likely to result in death of any such workmen, the contractor, shall within 24 hours of happening of such accident(s) intimate, in writing to the Engineer-in-charge the fact of such accident(s). The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Government as a consequence of Government's failure to give notice under the workmen's compensation act or otherwise to conform to the provisions of the said act in regard to such accident(s) (b) in the case of an accident, in respect of which compensation may become payable under workmen's compensation Act, whether by the contractor or by the Government as principal Employer, it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the contractor, such sum or sum of money as may, in the opinion of the Engineer-in-charge, be sufficient to meet such a liability. The opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.

### **Clause-62: Access to site and work on site:**

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

### **Clause-63: Reports Regarding Labour:**

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

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

### **Clause-64: Treasure Trove:**

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

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

### **Clause-65: Indemnity:**

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

### **Clause-66: Insurance of Labourers:**

- (i) The contractor shall be responsible to arrange for insurance of all labourers, skilled and unskilled workers, supervisors etc. employed by him as per labour regulation of the state.
- (ii) Contractor to Provide the requisite proof of insurance towards Contractor's All Risk Policy (CAR), covering all types of accidents and disasters, for the full amount of project, in the joint name of the Contractor and the Employer, with a validity up to successful completion of defect liability period if the contract awarded, before execution of agreement

## Clause-67: Setting out:

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

## Clause-68: Cement Register:

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

## Clause-69: Materials and Works Test Register:

- (1) A register in the prescribed form showing day to day receipt, consumption and balance of cement on site of work by the Department, which shall invariably be signed by the Contractor or his authorized representative in token of its correctness.
- (2) Contractors registered in special category-1 (Roads) will have to procure and keep available on site two core cutting machines, similarly those registered in special category-2 (Roads) will have to procure and keep available on site one core cutting machine on ownership basis. The thickness of sub base and base layers of road will be tested by taking cores and recording results of layer thickness in paver site register. (R & B D. Circular No. RGN-60-2006-35-C Dated 26-05-06) **(IF APPLICABLE)**
- (3) In case of asphalt items (other than BSG & BBM) having total thickness of more than 50 mm. The contractor will take two to four core samples by his core cutting machine at the interval of 250 m. distance at each cross section in the presence of Dy. Executive Engineer. These samples will be sealed and will be sent for testing of thickness, density & bituminous content in the approved laboratory. Five percent of the amount payable for asphalt items will be withheld till the test result are received. If the results are not satisfactory, the action as per Conditions of contract will be taken (R. & B. D. Circular No. RGN-602006(35)-C dated 31-05-2007). **(IF APPLICABLE)**

## Clause-70: Progress Schedule:

- (a) The contractor shall furnish within one month (unless extended by the Engineer-in-charge) of the order to start the work, the progress schedule in quadruplicate indicating the date of starting, the monthly expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plants and machinery. the schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The schedule should be framed keeping requirement of the clause-2 of tender form in view and be such as in practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and

shall have to approval of the Engineer-in-charge. Further, the dates for the progress, as in this schedule shall be adhered to.

- (b) (In case it is found necessary, at any stage to alter the schedule the contractor shall submit in good, time a revise schedule incorporating necessary modification proposed and get the same approved from the Engineer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Engineer-in-charge is further empowered to ask for more derailed schedule or schedules, any week by week for any item or items and the contractor shall supply the same as and when asked for.
- (c) The Engineer-in-charge shall have at all times the right without in any way vitiating this contract forming grounds for any claim, to alter the order of the work of any part thereof and the contractor shall after receiving such direction, proceed in the order directed. The contractor shall also revise the progress, schedules accordingly and submit four copies of the revised schedule to the Engineer-in-charge within seven days of the said Engineer's direction to alter the order of works.
- (d) The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress-schedule. The working and shift hours shall comply with all the Government regulations in force and shall be such, as may be approved by the Engineer-in-charge and the same not be varied without the prior approval of Engineer-in-charge.
- (e) The contractor shall from time to time, as may be required by the Engineer-in-charge, furnish the Engineer-in-charge with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Engineer-in-charge may, if he considers necessary at any time advice alternation in the same, which the contractor shall adopt on notice thereof.
- (f) The progress schedule(s) shall be in the form of progress chart, forms, statements, and/ or reports as may be approved by the Engineer-in-charge.
- (g) The contractor shall submit four copies showing the progress of the work in the form of a chart etc., at periodically intervals as may be specified by Engineer-in-charge.
- (h) The Approval of the progress schedules by the Engineer-in-charge shall not relieve the contractor of schedule require by the Engineer-in-charge shall not entitle the contractor to any extra payment.

### **Clause-71: Secured Advance: Deleted**

### **Clause-72: Advance Payment: Deleted**

### **Clause-73: Advance against Machineries: Deleted**

### **Clause-74: Mobilization Advance: Deleted**

### **Clause-75: License for contract labour**

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

## Clause-76: Tests

The contractors registered in special categories of Roads, Bridges and Buildings are required to equip their companies by establishing test laboratories as under:

### Roads:

Special Category-1: Three field laboratories will all road material testing and asphalt testing.

Special Category-2: Two field laboratories with road material testing and asphalt testing.

Special Category-3: One field laboratory with all road material testing and asphalt testing.

For Asphalt testing the contractor will construct pucca structure of minimum 25 square meter area duly connected with water and electric supply to house site testing laboratory and install the instruments as per following I.S. standard to carry out the test prescribed therein.

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

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

**Bridges:** Special Category 1 and 2: One field laboratory with testing of all materials to be used in work and concrete testing instruments.

**Building:** Special Category 1 and 2: One field (Copy as above) (R & B Circular No. RGN-40-2017-01-C dated 23-3-2017). When the contractor is awarded contracts for such works as contractor registered in special category, he will have to shift one such laboratory on this site of work or will have to provide mobile laboratory.

**Works other than Roads, Bridges and Buildings:** In respect of works other than Roads, Bridges and Buildings the contractor will have to establish site laboratory equipped with instruments and facilities for testing of all materials and workmanship of items to be executed under this contract. This will include facilities of testing of (A) Aggregates (B) Murrum - Soil (C) Sand (D) Bricks (E) Concrete including non-destructive tests like ultrasonic test. (F) Bituminous mix if these are relevant items to be executed (Para-1 of R & B Circular ૫૨૫-૧૦-૨૦૦૭૨૮૪ તારીખ ૧૬-૦૨-૨૦૦૮).

**76.2** The schedule showing number and type of list to be carried out under this contract is attached with this tender. Out of total number of such tests, 80% tests will be carried out in site laboratory, 10% in Government approved laboratories and 10% in GERI laboratories. However minimum one test of all types of tests shall have to be carried out in GERI laboratories only.

**76.3** Site laboratory tests will be carried out by qualified Engineer of the contractor to whom I-Card is given by the Executive Engineer and in the presence of Section Officer / Dy. Executive Engineer or Executive Engineer in charge of the work.

**76.4** 80% of site tests will not be carried at one time but will be related to the progress of work and consumption of materials.

**76.5** Prescribed Registers for recording details and results of tests will be maintained on site of work.

- 76.6** The tests which are not done in GERI laboratories e.g. electrometric bearing etc. will be carried out in the laboratory consented.
- 76.7** #1% of the amount of work done should be deducted from R.A. Bill of the contractor for testing the quality of material workmanship, irrespective of actual charges

### **Clause-77: Recover of Sales Tax**

At present there is no practice for deduction of sales tax at source from the running bill, however at the time of payment if it is deductible from the bills according to Gujarat Sale tax Rules 1979, Clause 57 GH, it will be deducted from the bill.

### **Clause-78: Building and other construction works welfare cess (Labour cess)**

As per Building and other construction works welfare cess act and the provision under Rule No.5 of the rules of 1998 of Gujarat State, the 1% cess shall be recovered from the running account bill of the contractor.

### **Clause-79: Notice Board**

“કોન્ટ્રાક્ટરના માર્ગદર્શન માટેની સુચના-૧૯ મુજબ ઇજારદારશ્રી નિયત સ્થળે બોર્ડ લગાવીને ફોટોગ્રાફ સહિતનો અહેવાલ આ કામ સંબંધિત ઇજનેરશ્રીની જાણ હેઠળ વર્કઓર્ડર ઇસ્યુ કર્યાની તારીખથી એક મહિનામાં કરશે. જો તેમ કરવામાં વિલંબ થાય તો વિલંબિત સમયમાં ચુકવવાના રનીંગ બીલ માંથી ટેન્ડરની રકમના ૦.૨૫% થી ૧% જેટલી રકમ રોકવામાં આવશે. (મા.મ.વિ.ના તા.૨૬-૦૪-૧૯૭૮ ના પરિપત્ર તથા તા.૨૭-૧૧-૧૯૯૦, ૧૮-૧૧-૧૯૯૧, ૨૨-૦૭-૧૯૯૮ તથા તા.૦૫-૦૩-૨૦૧૧ ના ઠરાવ ક્રમાંક ઇએલસી-૧૦૯૦-૨૪-સ, આધારીત).

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*SPECIAL CONDITIONS OF CONTRACT*

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**(A) ROYALTIES**

The Contractor shall be liable to pay the royalty of the quarried materials /minerals used in the construction of works at the rates specified in the Narmada Water Resources, Water Supply & Kalpsar Dept. Resolution No. GEN-2010-595-(6) – M.I cell (k-1) Dtd.29/4/11 (Gujarati version, copy enclosed) and shall be recovered from the running bills of the work from time to time to time and remaining amount if any shall be recovered from the final bill before releasing the security deposit of the work.

The contractor shall furnish the statement showing the quantity of quarried materials / minerals from whom purchased (with full address of the seller) and copies of the bills for purchase to the Executive Engineer of the in charge of the work. The contractor shall also furnish such additional information as regards royalty payments to the competent authority.

**(B) GENERAL DESIGN OBLIGATIONS:**

The contractor shall be deemed to have scrutinized, the employer's requirements (including design criteria and calculations, if any). The contractor shall be responsible for the design of the works and for the accuracy of such employer's requirements (including design criteria and calculation). The employer shall not be responsible for any error, inaccuracy or omission of any kind in the employer's requirements as originally included in the contract and shall not be deemed to have given any representation of accuracy or completeness of the any data or information. Any data or information received by the contractor, from the employer or otherwise, shall not relieve the contractor from his responsibility for the design and execution of the works.

Technical Standards and Regulations: The design, the contractor's documents, the execution and the completed works shall comply with the Country's technical standards wherever available or with international standards, building construction and environmental Laws, Laws applicable to the product being produced from the works and other standards specified in the employer's requirements applicable to the works or defined by the applicable Laws.

**(C) Additional security to be withheld for unbalance rates:**

Payments for the items where contractor has quoted rate higher than 10% over estimated rates in the item:

If the contractor has quoted unbalanced rates for items i.e., more than 10 (ten) percent of the overall percentage of accepted tender. The payment of such items in the running bills will be made at estimated rate of that item plus or minus overall variation percentage of the accepted tender plus five percent of the estimated rate of that item, the balance amount as per accepted tender rate will be withheld from running bills and will be released as per R&B Department Circular no PARCH/102008/(61)C dated 03-05-2013. No interest will be payable for such withheld amount (R&B Department Circular no. PARCH/102008/ (61) dated 27-11-2008).

**(D) Implementation of Gujarat State Purchase Policy - 2016:**

All the Equipment/Instrument/Pipes etc. should be manufactured in India, as per "MAKE IN INDIA" policy of Government of India and Gujarat state Purchase Policy-2016 Resolution No. SPO/102015/691093/Ch dated 03-06-2016 (issued by Government of Gujarat, Industries and Mines department). (Gujarati version, Copy enclosed as Annexure-6)

**(E) Total Value of Change in scope of work shall not exceed Twenty-Five Percent (25%) of approved Contract amount. The increase beyond this limit may need administrative approval by tendering authority.**

- (F) Safety requirements: Contractor should follow IS Safety Manuals, Codes and Labour Regulations for safe working at site. The contractor shall be responsible for the safety of all activities on the site.

(G) Construction of the Work:

The Contractor shall construct the works as specified, and in conformity with the Specifications and Standards set forth in the contract. The Contractor shall be responsible for the correct positioning of all parts of work, and shall rectify any error in the positions, levels, dimensions, or alignment of work. and the Contractor agrees and undertakes that the construction shall be completed on or before the scheduled Completion Date, including any extension thereof.

The total price of the works shall be initially the price as indicated in the offer acceptance letter unless the same is modified or changed by Gujarat Urban Development Company in view of any modification or change brought about after final approval of drawing, and actual execution of the work. It is clearly understood that the payment will be based on actual work done quantities.

The scope of work includes the Barricading area as per site situation for safety of citizens, and soil investigation during foundation work for verification on site. All preliminary activities on site are in the scope of work and deemed to be done by contractor and no extra payment will be given for above activities.

(H) Construction Programme:

The contractor shall submit a detailed programme in MS projects software within 15 days after receiving the letter of acceptance. Whenever necessary, contractor shall also submit a revised programme indicating how he plans to catch up with the slippages. Each programme shall include the order in which he intends to carry out the work including the anticipated timing of procurement, deployment of resources and quantities involved. The programme will be projected as Bar Chart / CPM – Network presentation. Contractor shall promptly give notice of probable future events or circumstance which may adversely affect the work. The programme should include deployment of financial resources commensurate with the work planned each month. If at any time actual progress is too slow to achieve target programme and/or progress has fallen behind the current programme then the engineer may instruct the contractor to submit revised programme with plan to mitigate time.

The Contractor shall establish a quality control mechanism to ensure compliance with the provisions of this Agreement (the “Quality Assurance Plan” or “QAP”).

**QUALITY ASSURANCE, MONITORING AND SUPERVISION-**

(I) Quality of Materials and workmanship:

The Contractor shall ensure that the Construction, Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Good Industry Practice.

Quality control system

The Contractor shall establish a quality control mechanism to ensure compliance with the provisions of this Agreement (the “Quality Assurance Plan” or “QAP”).

The Contractor shall, within 30 (thirty) days of the commencement Date, submits to the EIC its Quality Assurance Plan which shall include the following:

- (a) organization, duties and responsibilities, procedures, inspections, and documentation.
- (b) quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance Criteria, testing facilities, reporting, recording and interpretation of test results,

approvals, check list for site activities, and proforma for testing and calibration in accordance with Good Industry Practice; and

(c) Internal quality audit system.

The GUDCL shall convey its comments to the Contractor, if any, required, and the Contractor shall incorporate those in the QAP to the extent required for conforming with the provisions in the contract.

The Contractor shall procure all documents, apparatus and instruments, fuel, consumables, water, electricity, labour, Materials, samples, and qualified personnel as are necessary for examining and testing the Project Assets and workmanship in accordance with the Quality Assurance Plan.

The cost of testing of Construction, Materials and workmanship shall be borne by the Contractor

(J) Methodology:

The Contractor shall, at least 15 (fifteen) days prior to the commencement of the construction, submit to the GUDC for review the methodology proposed to be adopted for executing work, giving details of equipment to be deployed, traffic management and measures for ensuring safety. The GUDC shall review and convey its comments to the Contractor, if any.

(K) Inspection and technical audit by the GUDCL:

The GUDCL or any representative authorized by the GUDC in this behalf may inspect and review the progress and quality of the construction of Work and issue appropriate directions to the GUDCL and the Contractor for taking remedial action in the event work are not in accordance with the provisions of this Agreement.

(L) Road cutting & Restoration

The Contractor shall take a timely action in accordance to the Approved Implementation Plan for obtaining the necessary permissions for road cutting from GMC/GUDCL/PWD / CPWD. A comprehensive list of locations with respective time schedules shall be provided to GUDCL who intern shall assist the Contractor in obtaining the permissions. The Operator shall adhere to the standards, specifications and all requirements in compliance to the prevailing Dig and Restore Protocols prescribed by GUDCL/PWD / CPWD from time to time. On completion of work on pipelines, the Operator shall ensure standard refilling of the trench and

inform GUDCL for timely restoration of the road for minimizing inconvenience to the users and residents.

While Road Restoration Following guidelines should be followed:

1. The contractor shall have to restore the road up as per GUDCL norms including refilling trench in layers, watering, rolling and compacting to within 10days after trenching is completed in a particular street/reach.
2. Contractor shall erect informatory board at his own cost showing type of work, inconvenience expected and timeline for various construction activities going to take place in a particular street or a particular reach of road as per direction of Employer's Representative in charge.
3. The contractor shall have to do the sequencing of activities as per direction of Employer's Representative in charge to synchronize sewer work and water pipe line work to minimize the road excavation and restoration in the street which will have both pipe lines.
4. The Contractor should ensure that House service connections and hydrostatic testing shall be conducted before the road is restored and opened to the traffic. Employer will not pay for any

rework in this regard. Penalty of ₹10,000.00 will be applicable for each day of delay in restoration to normal condition over the permitted time.

**(M) Shifting of obstructing utilities**

The Contractor shall, in accordance with Applicable Laws cause shifting of utility (including electric lines, water pipes and telephone cables) to an approved location or alignment. Contractor shall not be paid separately for the same. The Contractor shall ascertain, determine and verify the locations of all utility services and co-ordinate with utility agencies for the diversion of affected services and the laying of new services. The Contractor shall support and protect services that need not be diverted or pending diversion and remove all abandoned services. Contractor shall be responsible for relocation, reconstruction, reconfiguration of driveways, site accesses, temporary and permanent drains, pipe conduits and necessary connections for public lighting and traffic lighting, earth works, environmental safeguards, necessary safety measures and protection works etc.

The Contractor's responsibility for the execution of works includes the submissions to relevant government authorities / technical departments for obtaining all necessary clearances /approvals.

The Contractor shall co-ordinate and interfaces his works with that of all other contractors, subcontractors, utility service agencies, statutory authorities, etc. and achieve the completion of the Works to the satisfaction of the Engineer-in-charge.

**Shifting of Existing Utilities:**

Contractor is required to liaison with concerned department for identifying exact location of the existing utility services. Any damages by the contractor to the existing utilities while carrying out work shall be repaired/reinstated by contractor at his own cost.

Deposits / Supervision charges levied by Govt. dept. & paid by the contractor for the purpose of shifting of utilities shall be reimbursable after due assessment, verification and scrutiny except for street light poles, set of signal poles, road signs/sign boards & consumer connection for water connections (Domestic/commercial). The Bidder shall coordinate with utility service Providers for proper Shifting/ Relocating of the Utilities. The work shall be carried as per approval of Utility Service Provider. All the Charges required for Shifting / relocating of Utilities shall be included in the Quoted Rate and the Contractor shall not be paid extra for the same.

Electric & street Light Poles – Contractor is required to remove electric & street light poles including uprooting underground part with due co-ordination with concerned utility owners.

Electric cables - Contractor is required to remove electric cables with due co-ordination with concerned utility owners.

Transformer stations - Contractor is required to remove transformer station poles if asked for including uprooting underground part.

Water supply lines – Water supply lines if encountered during construction of utility Conduits & storm water drains cross work etc. shall be removed only after new water supply line is operational.

Sewer lines – Sewer lines if encountered during construction of utility conduits and storm water drains cross work etc. shall be removed only after new alternative sewer line is operational.

(N) The guideline issued by CPWD through OM No. DG/MAN/382 dated 06.02.2019 for approval of TMT bars will be applicable in this contract

(O) Emulsion and Bitumen should be procured from government refinery and should be indigenous product. No imported product is allowed in this contract.

- (P) LABOUR : The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment of housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Engineer may require.

- (Q) COMPLIANCE WITH LABOUR REGULATIONS: During continuance of the contract, the Contractor and his sub- contractor shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notification and bye laws of the State or central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to the construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point to time.

#### **Salient Features of Some Major Labour and Other Laws Applicable to Establishments Engaged in Building and Other Constructions Work**

- a) **Workmen Compensation Act 1923:-** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act. 1972 :-** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:-** The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33% The benefits payable under the Act are :
  1. Pension or family pension on retirement or death, as the case may be.
  2. Deposit linked insurance on the death in harness of the worker.
  3. Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951 :-** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970 :** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal

Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.

- f) **Minimum Wages Act 1948 :-** The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Building, Roads, Runways are scheduled employment.
- g) **Payments of wages Act 1936:-** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal remunerations Act 1979 :-** The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against female employees in the matter of transfer, training and promotions etc.
- i) **Payments of Bonus Act 1965 :-** The Act is applicable to all establishments employing 20 or **more** employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20 % of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) **Industrial Disputes Act 1947 :-** The Act lays down the machinery and procedure for resolutions of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial employment (standing Orders) Act 1946 :-** It is applicable to all **establishments** employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) **Trade Unions Act 1926:-** The Act lays the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation Act 1986 :-** The Act prohibits employment of children below 14 years of age in certain occupations and process and provides for regulation of employment of children in all other occupations and processes. Employment of Child labour is prohibited in Building and Construction Industry.
- n) **Inter - State Migrant workmen's (Regulation of Employment & Conditions of service) Act 1979:-** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-state migrant workmen, is an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- o) **The Building and Other Construction workers (Regulation of employment and Conditions of Service) Act 1996 and the Cess Act of 1996:-** All the establishments

who carry on any building or other constructions work and employ 10 or more workers are covered under this Act.

All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as canteens, First Aid facilities, Ambulance, Housing accommodations for workers near the workplace etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officers appointed by the Government.

- p) **Factories Act 1948 :-** The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in the manufacturing process.
- q) **Royalty charges-** The contractor shall pay the royalty to the competent authority as per rule. The **royalty** charges paid shall be borne by the contractor and shall not be reimbursed by the Employer.
- r) **Following Pollution Control Acts and amendments made thereof from time to time shall be applicable.**
1. Water (Preservation and control of Pollution) Act, 1974
  2. Air (Prevention and Control of Pollution Act 1981
  3. Environmental (Protection) Act 1986

The contractor must commit to adopting Environmental management plan for best energy use, waste management, the reduction of pollution as in EMS (Environmental Management system) ISO-14001- 2015.

SR. No.	Type for Utility including but not limited to	Maximum Size of Utility (Without additional shifting charges)	Remark
1.	Concrete/Brick Storm Water Drain	Any size	Will be in the scope of the Contractor as specified above
2.	Water Supply – House Service Consumer Connection (Domestic & Commercial)	Any size	Damage caused to the existing House Service connections and water supply services shall be restored within 24 Hours with no additional cost to the Employer.
3.	Power Supply – House Service Consumer Connection (Domestic & Commercial)	Any size	Damage caused to the existing underground Household Power Supply connections and Power supply services shall be restored within 24 Hours with no additional cost to the Employer.
4.	Electrical Street Light Poles	Any size	Will be in the scope of the Contractor as specified above
5.	Electric cables	Any size	Will be in the scope of the Contractor as specified above
6.	Transformer stations	Any size	Will be in the scope of the Contractor as specified above

SR. No.	Type for Utility including but not limited to	Maximum Size of Utility (Without additional shifting charges)	Remark
7.	Existing Water Supply Service Pipes	Any size	Dismantling/Refurbishment of existing Water Supply service pipeline of any size is in the scope of the contractor with no additional cost implication to the Employer. Damage caused to the existing Water Supply Service pipes and consumer connections shall be rectified within 24 Hours with no additional cost to the Employer. Payment shall be made after discarding existing services in only exceptional case for which the prior permission is granted by the Employer.
8.	Sewer Lines	Any size	Will be in the scope of the Contractor as specified above
9.	Cable ducts/ Lines (Internet and Telecommunication)	Any size	Will be in the scope of the Contractor as specified above
10.	Street Furniture, Solar Poles, and other street infrastructure	Any Size	Shifting/ Dismantling/ Demolition and reconstruction of existing infrastructure will be paid extra.
11.	Fire and Gas Pipelines	Any size	Will be in the scope of the Contractor as specified above
12.	Traffic Signal poles, Road Signage Boards & Poles	Any Size	Will be in the scope of the Contractor as specified above
13.	The cost incurred for rectification of damages caused to the existing service lines of any category will be recovered from RA bill of the Contractor if not rectified within 24 Hours from the date of issuance of notice by the Employer.		
14.	Shifting of Utilities shall be done in coordination with concerned utility owners.		
15.	The charges for shifting will be paid after due assessment, verification, and scrutiny by the EIC. It shall be measured as additional work after approval of quantities.		
16.	Delay caused due to improper coordination of the Contractor with the concerned utility owner in shifting of respective Utility shall not be the reason for request to time extension and Contractor is liable to penalty for such delay.		
17.	<b>Regarding Barricading Work, Total Station Survey &amp; Soil Investigation:</b>  The scope of work includes the Barricading area as per site situation for safety of citizens, marking centreline and survey on site using latest technology to construct the structural components and soil investigation during foundation work for verification on site. All preliminary activities on site is in the scope of work and deemed to be done by contractor and no extra payment will be given for above activities.		

**Note:** In addition to the contract conditions as mentioned above, the following circulars/letters issued by Gujarat government are also to be followed:

- (a) AB/C May 1.2/2010-11, File No. 25/3095/2011-3959, Dated: 16.06.2011 issued by GWSSB “Jal Seva Bhavan” Sctor-10-A, Gandhinagar, Gujarat.

- (b) Gen. 2010-595 (6) MIL (K-1), Dated: 29.04.2011, issued by NWRWS & Kalpsar Division, Gujarat.
- (c) No: Material: cell/L/C/General/34, Dated: 21.01.2010 issued by GWSSB "Jal Seva Bhavan" Sctor-10-A, Gandhinagar, Gujarat.
- (d) Annexure 1-Integrity pact to be signed by the contractor.
- (e) Annexure 2-Insurance of work to be taken during execution of the contract if awarded.
- (f) Annexure 3- Latest GR of Finance Department (mentioning the list of banks from which the SD/EMD shall be accepted).
- (g) Annexure 4- R&B Department Circular no. PARCH/102008/ (61) dated 27-11-2008 and R&B Department Circular no. PARCH/102008/ (61) dated 03-05-2013.
- (h) Annexure 5 - Circular no. vigilance cell/inspection note/188 dated 19/3/2012 of Member Secretary, GWSSB, Gandhinagar (copy of circular in Gujarati version is attached).
- (i) Annexure 6- Latest Gujarat state Purchase Policy published by GoG.
- (j) Annexure 7- Board office, Gandhinagar circular No. AB/CM1-2/covid-19/F.No.98/2020/167 dt: 21/06/2021.
- (k) Annexure 8- Board office, Gandhinagar circular No. Tech Cell/makan & Bandhkam Shramyogi/2021/571 dated 17/03/2021 of chief engineer, GWSSB, Gandhinagar (copy of circular in Gujarati version is attached).
- (l) Annexure 9- Board office, Gandhinagar circular No. Tech Cell/GST/Circular/ 351 dated 18/04/2022 of chief engineer, GWSSB, Gandhinagar.
- (m) Annexure 10
- (n) Annexure 11.

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*Annexure-1*

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### INTEGRITY PACT

#### OUR COMMITMENT

We commit ourselves to trust, transparency and setting ethical standards in implementation of various works for ultimate long term benefits for society. We also reiterate our commitment to development to mutual respect and best practices for setting very high quality standards in works and attitude.

#### OUR CONDUCT

##### We abide to accomplish our work with

- Integrity and trust
- Ethics and courtesy
- Transparency and quality.

GUDC LTD Commitment	Party's Commitment
<ul style="list-style-type: none"> <li>• To maintain high ethical standards</li> <li>• To ensure transparency in transactions</li> <li>• To ensure to abide by the terms of agreement of contract and to consider the views of parties objectively.</li> <li>• To try to ensure timely payments for work done.</li> <li>• To ensure that no improper demand is made by employees or by anyone on their behalf.</li> <li>• To provide maximum possible help to all contractors/ vendors/suppliers and any other party working with us so that the contracted assignment is completed in time.</li> </ul> <p>Vice President</p> <p>GUDC, District - .....</p>	<ul style="list-style-type: none"> <li>• Not to bring pressure/ recommendation from outside to influence decision.</li> <li>• To abide by general discipline to be maintained in our dealings.</li> <li>• To be prompt and reasonable in fulfilling the terms of agreement of contract and legal obligations.</li> <li>• To ensure high standards are set for quality of work or supplies at lowest possible cost.</li> <li>• Not to use any pressure, threat, intimidation or inducement of any kind of any of the employees.</li> <li>• To be true and honest in furnishing specification and information and make all efforts for completing the contracted assignment well in time.</li> </ul> <p style="text-align: center;">Signature of Contractor</p>
Building ethical Partnership and working Together	

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## Annexure-2

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### Insurance

The contractor shall without limiting his or the employer obligations and responsibilities insure:

- a) The works, together with materials and plants for incorporation therein, to the full replacement cost (Term "Cost" in this context shall include profit)
- b) The contractor equipments and other things brought onto the site by the contractor, for a sum sufficient to provide for their replacement at site.
- c) The insurance detailed above shall be in the joint names of the contractor and the employer at the contractor's cost and shall cover the employer and the contractor against all loss or damage from whatsoever cause arising from the start of date of work to the completion Operation and Maintenance period as per the scope of work.

Any amount not insured or not recovered from the insurer shall be borne by the Employer or the contractor in accordance with their responsibilities under Clause-1.

The contractor shall except if and so far as the contractor provides otherwise, indemnity the Employer against all losses and claims in respect of,

- a) Death or injury to any person, or
- b) Loss of or damage to any property (other than the works) which may arise out of in consequent of the Operation and maintenance period of the facility and the remedying of any defects therein, and against all claims proceedings, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.
- c) The "Expectations" referred to are:
- d) The permanent use or occupation of land by the works, or any part thereof,
- e) The right of then Employer to execute the works, or any part thereof on, under in or through any land
- f) Damage to property which is the unavoidable result of the execution and completion of the works or remedying of any defects therein, in accordance with the contract and
- g) Death of or injury to persons or loss of or damage to the property resulting from any act or neglect the Employer ,his agent, servant or other contractor not being employed by the Contractor or in respect of any claims proceedings, damages, cost, charges and expenses in respect thereof or in relation , where the injury or damages was contributed to by the contractor, his servant or agents, such part of said injury or damages as may be just and equitable having regards to the extent of responsibility of the Employer, his servants or agents or other contractor for injury or damage

The Employer shall indemnity the contractor against all claims, proceeding, damages, cost, charge and expenses.

The contractor shall without limiting his or the employer's obligations and responsibilities issue, joint name of the contractor and responsibilities, insure in the joint name of the contractor and the employer, against liabilities for death or injury to any person or loss of damages to any properties (Other than the facility) arising out of the Operation and maintenance period of the project other than the exceptions defined.

The insurance policy should include some cross liability clauses such that the insurance shall apply to the contractor and to the employer as separate insurer.

The employer shall not liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the contractor or any subcontractor, other than death or injury resulting from any act or default of the employer, his agent or servants. the contractor shall indemnify and keep indemnified the employer against all such damages and compensations, other than those for which the employer is liable as aforesaid, and against all claims, proceeding, damages, costs, charges, and expenses what so ever in respect there of or in relation thereto.

The contractor shall insure against such liability and shall continue such insurance during the whole of the tie that any persons are employed by him or the facility provided that in respect of any person, employed by any subcontractor, the contractors obligation to insure as aforesaid under this sub clauses shall be satisfied if the subcontractor shall have insured against the liability in respect of such person in such manner that the employer is indemnified under the policy, but the contractor shall require such sub-contractor to produce to the employer, when required such policy of insurance and receipt for the payment of the current premium.

In the event that the contractor or the employer fails to comply with the condition imposed by the insurance policy affected pursuant to the contract, each will indemnify the other against all loses and claims arising from such failure according to the contract conditions.

In view of circular no. vigilance cell/inspection note/188 dated 19/3/2012 of Member Secretary, GWSSB, Gandhinagar (copy of circular in Gujarati version is attached at **Annexure-5**)

1. Agency shall have to take insurance policy and intimate to GUDC Ltd. along with the evidence within time limit. In case of noncompliance entire responsibility shall be rest with the agency and required amount shall be recovered from any due amount of the agency.
2. GUDC Ltd. can recover penalty amount from the agency for not taking the insurance. Though the penalty amount is recovered, responsibilities of the agency for taking insurance shall be continued and will not be escaped from this responsibility.

**ANNEXURE - 10**

(Referred to in Condition No.-2 General Rules and Direction for the guidance of Contractors. )

**To,  
The Vice President****Division :****Place :****Date :**

Details regarding our partners our Company (in the case of limited Company) Names, address(es), telephone numbers(s) income tax etc. are as under:

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

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

**Dated Signature of Tenderer**

**ANNEXURE-11**

ટેન્ડર આઈટમોના ભાવો ભરતી વખતે ગણતરીમાં લીધેલ મજૂરી તથા સ્પેશીફિકેશનમાં જણાવ્યા મુજબ માલસામાન અંગેના કામના સ્થળના પડતર ભાવો (દર) અંગેની વિગત. (આ વિગત ૩૦ લાખ કરતા ઉપરનાં કામમાં ભરી રજૂ કરવી ફરજીયાત છે.)

અ) મજૂરીના દૈનિક દર

- ૧) કડીયા, સુથાર, પ્લમ્બર, સ્કીલ્ડ કારીગરોના દર રૂ. ૩૧.  
૨) ભીંસતી, હેલ્પર, વગેરે સેમી સ્કીલ્ડ કારીગરોના દર રૂ. ૩૧.  
૩) મજૂરો (સ્ત્રી-પુરુષ) આસ્કીલ્ડ મજૂરોના દર રૂ. ૩૧.

૧) મકાનો

અનું.	ટેન્ડર આઈટમ નં.	માલસામાનની વિગત	યુનિટ	દર
૧.		ઈંટો.	૧૦૦૦ નંગ	રૂ.
૨.		પથ્થર ચણતરનો	ધ.મી	રૂ.
		ખાણ લીડ		
		કપચી	૧૨ મીમી થી ૨૦ મીમી	
૩.		ખાણ	ધ.મી	રૂ.
૪.		લીડ	કી.મી	રૂ.
		રેતી પ્રાપ્તિ સ્થાન	લીડ કીમી	
૫.		લાકડું સાગીન્કટ સાઈઝ (સરેરાશ યાદી માટે)		
		(અ) બારી	ચો.મી	રૂ.
		(બ) બારણા	ચો.મી	રૂ.
૬.		ફ્લોરીંગ ટાઈલ્સ	ચો.મી	રૂ.
૭.		પોલીસ કોટા સ્ટોન જાડાઈ મીમી.	ચો.મી	રૂ.
૮.		ગેલ્વેનાઈઝ પાઈપ		
		અ) ૨૫ મીમી	દર.મી	રૂ.
		બ) ૧૨ મીમી	દર.મી	રૂ.

૨) (રસ્તાઓ) કામના સ્થળ ઉપરના ભાવ

અનું.	ટેન્ડર અનું.	માલસામાની વિગત	ખાણ પ્રાપ્તિ સ્થાનું નામ (સરેરાશ)	લીડ કી.મી.	યુનિટ	દર રૂ.
૧.		મુરમ		ધ.મી.		
૨.		હાડ મુરમ		ધ.મી.		
૩.		રેતી		ધ.મી.		
૪.		મેટલ		ધ.મી.		
૫.		કપચી ૧૨ મીમી થી ૨૦ મીમી		ધ.મી.		
૬.		પથ્થર પીચીંગ માટે		ધ.મી.		

૩) હોટ મીક્ષના કામો માટે કામના સ્થળ ઉપરના પડતરના ભાવ

અનું.	ટેન્ડર અનું.	વિગત	યુનિટ	દર	રીમાકર્સ
૧.		કપચી	ધ.મી.		
૨.		ગ્રીટ	ધ.મી.		
૩.		બલ્ક આસ્ફાલ્ટ	મે. ટન		
૪.		ડામર કામની મજૂરી	મે. ટન		

૪) પુલોના કામો : કામ સ્થળ ઉપરના ભાવ

અનું.	ટેન્ડર અનું.	માલસામાની વિગત	ખાણ પ્રાપ્તિ સ્થાનું	લીડ કી.મી. (સરેરાશ) યુનિટ	યુનિટ	દર રૂ.
૧.		મશીન કરડ મેટલ			ધ.મી.	
૨.		કપચી			ધ.મી.	
૩.		ગ્રીટ			ધ.મી.	
૪.		રેતી			ધ.મી.	
૫.		હાઈ ટેન્સાઈલવાટર			મે. ટન	

**એકરાર પત્ર**

ઉપરોક્ત પરિશિષ્ટોમાં આપેલ ટેન્ડરમાં ભરેલ ભાવોની ચકાસણી અંગે હોઈ તે ખાતાને બંધનકર્તા રહેશે નહીં. તેમજ તેનાં દર્શાવેલ ખાણ મથકેથી સ્પીસીફિકેશન મુજબનો માલસામાન નહીં મળે તો તે સ્પીસીફિકેશન પ્રમાણેનો માલસામાન ખાતુ માન્ય કરે તે અન્ય જગ્યાએથી લાવી આપીશુ જે માટે કોઈ વળતરનો કલેઈમ મુકવામા આવશે નહિ.