



REQUEST FOR PROPOSAL

CONDITIONS OF CONTRACT

VOLUME IV

**Development Of Integrated Group Housing Facility At
Kantodia vas Municipal Staff Quarters TPS-02
(Kakriya) FP 66/Paiki On PPP Basis under Gujarat State
Govt's Redevelopment of Public Housing Scheme 2016**

ISSUED BY,

**MUNICIPAL COMMISSIONER
AHMEDABAD MUNICIPAL CORPORATION**



PART IV

CONDITIONS OF CONTRACT

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1. GENERAL CONDITIONS OF CONTRACT

Definitions:

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the AHMEDABAD MUNICIPAL CORPORATION and the Developer, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - i. The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii. The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work, is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii. The Developer shall mean the individual, firm or company, whether incorporated or not, under taking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company or the permitted assignees of such individual, firm or company.
 - iv. The Engineer-in-Charge means the Executive Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of AHMEDABAD MUNICIPAL CORPORATION as mentioned hereunder.
 - v. Accepting Authority shall mean the authority mentioned.
 - vi. Expected Risk are risk due to riots (other than those on account of developer's employees), war(whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power any acts of Government, damages from aircraft, acts of god, such as earthquake, lightening and unprecedented flood, and other causes over which the developer has no control and accepted as such by the Accepting Authority or causes solely due to

use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

- vii. Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned to cover, all overheads and profits.
- viii. Tendered value means the value of the entire work as stipulated in the letter of award.
- ix. Date of commencement of work: the date of commencement of work shall be the date of signing of agreement by the developer and the concerned AHMEDABAD MUNICIPAL CORPORATION.
- x. The Authority means the AHMEDABAD MUNICIPAL CORPORATION

3. Scope and Performance:

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

- 4. Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or taken into consideration in the interpretation or construction thereof or of the contract.
- 5. The developer shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

6. Sufficiency of Tender

The Developer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works, which cover all his obligations under the Contract and all matters for the proper completion and maintenance of the works.

8. Discrepancies and Adjustment of Errors

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of discrepancy between the Schedule of Quantities, Specifications, and/or the

Drawings, the following order of preference shall be observed:

- (i) Description of schedule of quantities.
- (ii) Particular specification and Special Condition, if any.
- (iii) Drawing.
- (iv) Detailed Specifications.
- (v) Minimum specification
- (vi) Mandatory Minimum specifications
- (vii) CGDCR
- (viii) Indian Standard Specifications of B.I.S
- (ix) NBC

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the developer.

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Developer from the execution of the whole or any part of the works comprised therein according to drawing and specifications or from any of his obligations under the contract.

9. Signing of Contract:

The successful bidder/developer, on acceptance of his tender by the Accepting Authority, shall, within 7 days from the stipulated date of start of work sign the contract consisting of:

- (i) The letter inviting tender, all the documents including drawing, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to.
- (ii) Standard tender document as mentioned, consisting of:
 - a) Various Standard clauses with corrections up to the date stipulated along with annexure thereto.
 - b) Safety Code
 - c) Model Rules for the protection of health, sanitary arrangements for Developers employed by AHMEDABAD MUNICIPAL CORPORATION or its developers.
 - d) Developers labour regulations.
 - e) List of Acts and omissions for which fines can be imposed.

- (iii) No payment for work done will be made unless contract is signed by the developer.
10. The developer (s) is/are to provide everything of every sort and kind which may be necessary and requisite for the due and proper execution of the several works included in the contract. Whether original or altered according to the true intent and meaning of the drawings and specifications taken together, which are to be signed by the Additional City Engineer and the Developer(s), whether the same may or may not particularly be described in the specifications or shown on the drawings, provided that the same are reasonably to be inferred in reform and in case of any discrepancy between the drawings and the specifications the Additional City Engineer is to decide which shall be followed.
 11. The developer(s) is / are to set out the whole of the works in conjunction with an officer to be deputed by the Engineer-in-charge, and during the progress of the works to amend on the requisition of the Engineer-in-charge, any errors, which may arise therein and provide all the necessary labour and materials for doing so. The developer(s) is / are to provide all plants, labour and materials which may be necessary and requisite for the works. All materials and workmanship are to be the best of their respective kinds. The developer(s) is/are to leave the works in all respects clean and perfect after the completion there of.
 12. The copies of all architectural drawing and structural drawings duly approved by as suggested by AHMEDABAD MUNICIPAL CORPORATION etc. and specifications contained in the tender documents shall be kept by the developers on the site of the work.
 13. All work 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 Additional City Engineer, AHMEDABAD MUNICIPAL CORPORATION, or by the officer of Vigilance of the authority and Additional City Engineer, EE (Elect.)/DD(Hort.) & their subordinate including any government or reputed private institution appointed by Engineer-in-Charge as third party quality assurance and the developer shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Additional City Engineer or his Subordinate to visit the works shall be given to the developer(s), either himself / themselves be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the developer(s) agent shall be considered to have the same force as if they had been given to the developer(s) himself / themselves. The Additional City Engineer may require the developer(s) to dismiss any person in the developer(s) employment upon the works who may be incompetent or misconduct himself, and the developer(s) is/are forthwith to comply with such requirements.
 14. The developer(s) is/are not to vary or deviate from the approved drawings, specifications or

instructions to execute any extra work of any kind whatsoever unless the authority of the Additional City Engineer to be sufficiently shown by an order in writing or by any plan or drawing expressly given and signed by him as an extra, or variation, or by any subsequent written approval signed by him. If compliance with the Additional City Engineer's aforesaid order, plan or drawing, or approval involves extra work, and / or expense beyond that involved in the execution of the contract works, then unless the same were issued in consequence of some breach of this contract on the part of the developer(s), the later shall be paid the price of the said work (to be valued as hereinafter provided) and / or the expense aforesaid.

15. The developer (s) shall give not less than five working days' notice in writing to the Additional City Engineer before covering up, or otherwise placing, beyond the reach of measurement any work, in order that additions, omissions and alternations not covered by the original contract may be measured and correct dimensions thereof be taken before the same are so covered up or placed beyond the reach of measurement any work without the consent in writing of the Additional City Engineer, and if any work shall be covered up or placed beyond the reach of measurement without such notice been given or consent obtained, the same shall be uncovered at the developer (s) expenses, or in default thereof, no payment or allowance shall be made for such work or materials with which the same was executed.
16. All work and materials brought by the developer(s) or by his/their order(s) for the purpose of forming part of the works are to be considered to be the property of the AHMEDABAD MUNICIPAL CORPORATION and the same are not be removed or taken away by the developer(s) or any other person without the consent in writing of the Additional City Engineer, but the AHMEDABAD MUNICIPAL CORPORATION is not to be in anyway answerable for any loss or damage that may happen to, or in respect of any such work or materials either by the same being lost or stolen or injured by weather, mishap, or other wise.
17. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the Specifications and in case of default, the Engineer-in-Charge shall be at liberty to employee at the expense of the Developer, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full power to require other proper material to be substituted thereof and in case of default the Engineer-in-Charge may cause the same to be supplied and all costs which may arise due to such removal and substitution shall be borne by the Developer.
18. Any defects (including structural defects), shrinkage or other faults which may appear within 10 (ten) year from the recorded date of completion of the building arising out of defective or improper materials or workmanship are upon the direction of the Additional City Engineer to

be amended and make good by the developer(s) at his / their own cost, and in case of a default, the Additional City Engineer may recover from the developer(s) the cost of making good the works (of which the certificate of the Additional City Engineer shall be final) from any sum that may be then, or at any time thereafter may become, due to the developer(s) by AHMEDABAD MUNICIPAL CORPORATION under the contract or otherwise, or from his/their security deposit or proceeds thereof, of a sufficient portion thereof.

- 19.** From the commencement of the work to the completion of the same they are to be under the developer(s) charge. The developer(s) is / are to be held responsible for and to make good all injuries, damages, and repairs occasioned or rendered necessary to the same by fire, rains, storms, traffic, flood or other cause and to hold AHMEDABAD MUNICIPAL CORPORATION harmless from any claims for injuries to persons, or to structural damage to property, happening from any neglect, default, want of proper care or misconduct on the part of the developer(s) or of anyone in his/their employment during the execution of the works.
- 20.** The Additional City Engineer is to have full powers to send workmen upon the premises to execute fittings / fixtures and other works not included in the contract for whose operation the developer(s) is /are to afford reasonable facility during ordinary working hours, provided that such operations shall be carried out on in such a manner so as not to impede the progress of the work included in the contract but the developer(s) is/are not to be held responsible for any damage which may happen to be occasioned by any such fittings / fixtures or other works.

2. SPECIAL CONDITIONS OF CONTRACT

Condition for Cement:

Cement required for the work shall be procured by the developer.

The developer shall procure, (conforming to IS:8112) ordinary Portland cement as required in the work from reputed manufacturers of cement having a production capacity of one million tons per annum or more as approved by Ministry of Industry, Government of India and holding license to use IS certification make for their product whose name shall be got approved from Engineer-in-charge. Supply of cement shall be taken in 50 Kg. bags bearing manufacturer's name or his registered trademark, if any and grade and type of cement as well as IS marking. The packing of the cement bags shall be as per Para No.3.1.2.5 of revised CPWD specification 2009 Vol. I & II with up to date corrections lips.

Every delivery of cement shall be accompanied by producer's certificate conforming that the supplied cement confirms to relevant specifications. These certificates shall be endorsed to the Engineer-in-charge for this record.

The cement shall be brought at site in bulk supply as decided by the Engineer-in-charge.

The account of daily receipt and issue of cement shall be maintained in a register in the prescribed Performa and signed daily by the developer or his authorized agent in token of its correctness.

Samples of cement arranged by the developer shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS Code. In case test results indicate that the cement arranged by the developer does not conform to the relevant BIS codes the same shall stand rejected and shall be removed from the site by the developer at his own cost within a week's time of written order from the Engineer-in-charge.

The developer shall supply free of charge the cement required for testing. The cost of testing charges shall be borne by the developer.

The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 40.

For non-scheduled items, the decision of the engineer in charge regarding theoretical quantity of cement which should have been actually used shall be final and binding on the developer.

Cement brought to site and remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.

(a) Separate godowns shall be provided for OPC Storage.

(b) Separate accounts should be maintained in cement register for receipt/issue of OPC quantities of cement.

(c) In the register of cement concrete cubes testing records, type of cement used must be specified.

Conditions of Steel:

- (a) The developer shall procure steel reinforcement of Thermo Mechanically Treated Bars conforming to relevant BIS Codes. The contractor shall have to submit documentary proof to the satisfaction of the Engineer-in-charge of having procured the steel reinforcement. The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge and get tested in accordance with provision of relevant specifications. In case, test results indicate that the steel arranged by the contractor does not confirm to the specifications, the same shall stand rejected and shall be removed from the site of work by the contractor at his own cost within 7 days of written order from the Engineer-in-charge to do so.
- (b) The steel reinforcement bars shall be brought to the site in bulk supply of 10 tons or more or as directed by the Engineer-in-charge.
- (c) The steel reinforcement shall be stored by the developer at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- (d) For checking nominal mass tensile strength, bend test, rebound test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency as per Standard norms for quality control which is attached here with

The developer shall supply free of charge the steel required for testing. The cost of tests shall be borne by the developer.

- (e) Steel brought to site and steel remaining unused shall not be removed from site without the written permission of Engineer-in-charge.
- (f) Anticorrosive treatment for reinforcement bars as per CECRI including applying two coats of cement slurry, mixed with inhibitor solution by dipping, brushing all complete as per specification & direction by Engineer-in-charge, nothing shall be paid extra on a/c of this.

- i) Reinforcement including authorized spacer bars and lap lengths shall be measured in length of different diameters as actually (not more than as specified in the drawing) used in the work nearest to a centimeter wastage and unauthorized overlaps shall not be measured,
- ii) The standard sectional weights referred to as in table 5.4 in para 5.3.4 CPWD specifications 2009 Vol. I&II with up to date correction slips will be considered for conversion of length of various sizes of TMT bars into standard weight.

Every care should be taken to avoid mixing different types of grades of bars in the same structural members as main reinforcement to satisfy relevant clause of IS: 456. In case of buildings wherever the situation necessitates the changeover shall be made only from any one level onwards. In case of foundation, all foundation elements (footing and grade beams) shall have the same kind of steel. In case of columns all structural elements up to the level of change where the changeover is taking place should have the same kind of steel as those in columns,

The reinforcing steel brought to site of work, shall be stored on brick / timber platform of 30/40cm. height. Nothing extra shall be paid on this account.

Condition for Water:

The developer shall make his own arrangement for providing water for construction and drinking purpose. Water charges shall not be recovered on account of it, if contractor shall get the water tested from any approved laboratory of AHMEDABAD MUNICIPAL CORPORATION as per direction of Engineer-in-Charge at regular interval as per the CPWD specification 2009 Vol. I & II with up to date correction slips. All expenses towards collection of samples, packing, transportation and testing charges etc. shall be borne by the developers.

The water shall be got tested at frequency specified in latest BIS code/CPWD specification.

In the event of any difference of opinion among site representatives in carrying out the item of work in accordance with the agreement the Engineer-in-charge shall decide the issue and his decision shall be final and binding on the contractor and the contractor shall be bound to carry out the instruction to complete work in time. At no point of time the developer shall stop execution of the work on any ground what soever.

4.0 Condition for Bitumen:

- (i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.

- (ii) The developer shall collect the total quantity of tar or bitumen require for the work as per standard formula before the process of painting is started and shall hypothecate it to the Engineer-in-charge. If any bitumen or tar remains unused on completion of work on accounts of the work less use of material in execution lesser for reason other than authorized changes of specification and abandonment of portion of work, corresponding deduction equivalent to the cost or unused material determined by the Engineer-in-charge shall be made and materials returned to the developer. Although the materials are hypothecated to AHMEDABAD MUNICIPAL CORPORATION the contractor undertake the responsibility for the proper watch, safe custody and protection against all risk. The materials shall not be removed from site of work without the consent of the Engineer-in-charge inwriting.
- (iii) The developer shall be responsible for rectifying defects noticed within ten years from the date of completion of work and portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

Submission of architectural/structuraldrawings/design:

DCI (drawing control index) shall be prepared as per prevailing practice or as directed by Engineer-in-charge.

(a) Submission of structural design:

The structural drawing in order of priority and chronological order as mentioned blow should be submitted for approval of the Engineer-in-charge.

Sr. No.	Description.	Duration.
1.	Soil investigation	Within 1 (Two) weeks from the date of handing over of site.
2.	Foundation drawings (Structural).	Within 2 weeks from the date of submission of soil investigation report.
3.	Services drawings such as water supply, sewer line SW drains including UGR, water, Gallery PUMP Houses, GPCB, GFO & St. PCB etc.	1months from the stipulated date of start.

Above period shall be reckoned from the 15th. Day of issue of award letter i.e. stipulated date of start. Structural drawings will be submitted by the agency as per schedule given above, which will be got approved from the institutions stated in the tender documents. It will be submitted through

Additional City Engineer. It has to be ensured by the agency that the drawings are got approved from the institution referred above within months' time from the date of its submission. All service plans should be got approved from the local bodies like MC, GWSSB, SERVICE PROVIDER (DISCOM)/Central Ground Water Authority, GPCB, GFO & St. PCB etc. in respect of individual service pertaining to individual local body within 6 months from the stipulated date of start. It is entirely the responsibility of the developer to get the above designs approved and finalized within aforesaid period. AHMEDABAD MUNICIPAL CORPORATION the authority for approving above structural design will rest with the AHMEDABAD MUNICIPAL CORPORATION. Any delay on this account will attract compensation as per clause 2.

The developer(s) shall supply 5 copies of laminated approved structural drawings/architectural drawings to the Engineer-in-charge for the use of the AHMEDABAD MUNICIPAL CORPORATION after having approved from the competent authority within 7 days from the receipt of approval. In addition to above sets of drawings, developer shall keep necessary sets of drawings required at site for its execution as directed by the Engineer-in-charge.

Handing over of Flats/Houses:

Three months before the likely date of completion of flats in all respects, developer shall intimate to the Engineer-in-charge the following.

- (a) The developer(s) shall submit the cost of construction of different parts of the project i.e. cost of flat, excluding cost of courtyard, cost of development of site and other miscellaneous items as directed by Engineer-in-charge.
- (b) The developers/agency shall lay the services as per approved plan by various civic authorities like Electricity, Drainage, Water Supply etc. On completion of services the developer /agency will submit the required number of completion plan to various authorities for handing over. The contractors(s) shall ensure physical handing over of these services to concerned department like Electricity, Drainage, Water Supply, etc. The AHMEDABAD MUNICIPAL CORPORATION also reserves the right to withhold the amount which is likely to be payable to these agencies as deficiency charges. The decision of the Engineer-in-charge in this regard shall be final and binding on the developer(s)/agency(s).

Testing of materials:

When required by the Engineer-in-charge the developer(s) shall supply for the purpose of testing samples of all materials proposed to be used in the works. Samples submitted either to govern bulk supplies or required for testing before use shall be in suitable packages to contain them and shall be provided free of charge by the developer. The cost of testing shall be borne by the developer even if the result of the sample confirm or do not confirm to the relevant BIS code/R&B/GWSSB/GUVNL specifications.

- (i) All expenditure required to be incurred for taking the samples conveyance, packing shall be borne by the contractor himself.

- (ii) The failed material shall be removed from the site by the developer at his own cost within a week time of written order of the Engineer-in-charge.

8.0 Setting of site Laboratories:

The developer shall install testing equipment as per Annexure III at site. The developer shall ensure and certify the calibration of the equipment so installed and shall maintain the same in working order throughout the period of construction. The developer shall also provide necessary trained staff for carrying out such tests for using such equipment. The tests shall be carried out under the supervision of the Engineer-in-charge.

9.0 Instructions for Composite Contract:

- (a) It will be obligatory on the part of the tenderer to sign the tender documents for all the components. (The schedule of quantities, conditions and specials conditions etc.).
- (b) The developer shall construct/provide site office at the housing project consisting of 6 rooms & 1 toilet block having area not less 130 Sqm. The location and plan shall be got approved from Engineer-in-charge. Specification for the site office shall be portable type. In addition to above, a conference room of minimum sitting capacity of 15 persons shall be constructed at site office with proper lighting, projector, computer & A.C. Nothing extra for the construction of site office/ conference Hall i/c furniture etc. shall be payable. Site offices and Conference Hall shall be maintained till all the services are handed over to the statutory body. The Agency shall provide a typical plan of site office & Conference room with specification at the time of submission of tender. The developer shall dedicate 2 upto date four wheel cars 5pcs capacity with driver for the Implementing Agency for official use within Gujarat. All expanses towards transportation within Gujarat shall be borne by the Developer. (b)The developer will provide air-conditioned office space with required furniture and necessary printers, computer with Internet facilities for use of siteoffice:

After the completion of the work, site office/conference hall including furniture shall be taken back by the agency on 'As is where is basis.

Signature of Developer(s)

Signature of Additional City Engineer

3. CLAUSES OF CONTRACT

CLAUSE 1:

Performance Guarantee

- i The Developer shall submit an irrevocable Performance Guarantee of 5% (five percent) of the Estimated Project Cost in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement,(not withstanding and/ or without prejudice to any other provisions in the contract) within period specified from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified on written request of the developer stating the reasons for delay in procuring the performance Guarantee to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of cash (in case guarantee amount is less than INR 10,000/-) or Deposit as call receipt of any scheduled bank or banker cheque of any scheduled bank/ Demand Draft of any scheduled bank /pay order of any scheduled bank (in case guarantee amount is less than INR 100,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the **form annexed hereto**. In case a fixed deposit receipt of any Bank is furnished by the developer to the AHMEDABAD Municipal Corporation as part of the performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the developer and the developer shall forthwith on demand furnish additional security to the AHMEDABAD MUNICIPAL CORPORATION to make good the deficit.

Completion Certificate of a specific part or section and part release of Performance Guarantee:

In accordance with the procedure set out above, the Engineer-in-Charge, if he is satisfied and so desires, may issue a completion certificate of a specific part or section of the executed work which has been completed in all respect and which can be occupied and used for the intended purpose before completion of the whole of the work. The defect liability period for this part of the work shall be reckoned from the date of such a completion certificate and proportionate % of the performance guarantee for the part declared completed shall be released after completion of defect liability period is recorded.

- ii The Performance Guarantee shall be initially valid up to the stipulated date of completion + Defect liability period + 60 days beyond that. In case the time for completion of work gets enlarged, the developer shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate defect liability period for the work by the competent authority, the performance guarantee shall be returned to the developer, without any interest.

- iii. The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the AHMEDABAD MUNICIPAL CORPORATION is entitled under the contract (not with standing and/or without prejudice to any other provisions in the contract agreement) in the event of:
- a) Failure by the developer to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - b) Failure by the developer to pay AHMEDABAD MUNICIPAL CORPORATION any amount due, either as agreed by the developer or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
 - c) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the AHMEDABAD MUNICIPAL CORPORATION.
 - d) A letter of intent shall be issued in the first instance informing the successful tender by the competent Authority to accept his tender and the award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the Developer to furnish the Performance Guarantee within the specified period, AHMEDABAD MUNICIPAL CORPORATION shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money absolutely.

CLAUSE 1A:

Recovery of Security Deposit

- 5 % of the estimated project cost to be submitted within 30 days as Bank Guarantee after awarding LOI.
- The security deposit shall become refundable within three month after the final completion certificate is issued.

CLAUSE 2:

Compensation for Delay

If the developer fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the AHMEDABAD Municipal

Corporation on account of such breach ,pay as agreed compensation the amount calculated at the rates stipulated below as the Authority specified (whose decision in writing shall be final & binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

i) Compensation for delay of work: @ 1.5% per month of delay to be computed on per day basis.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the estimated project cost of work or of the tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the developer under this or any other contract with the AHMEDABAD MUNICIPAL CORPORATION. In case, the developer does not achieve a particular milestone mentioned in table of milestones, or the re-scheduled milestone(s) in terms, the amount shown against the milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With holding of amount on failure to achieve a milestone, shall be automatic without any notice to the developer. However, if the developer catches up with the progress of work on the subsequent milestone(s) the withheld amount shall be released. In case the developer fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 3:

When contract can be terminated:

Subject to other provisions contained in this clause, the Engineer-in-charge may, without prejudice to his any other rights or remedy against the developer in respect of any delay, inferior workmanship, any claims for damages and/ or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely terminate the contract in any of the following cases:

- i) If the developer 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 an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days there after.
- ii) If the developer has, without reasonable cause, suspended that progress of the work or has failed to proceed with the work with due diligence so that in the opinion 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 and continues to do so after a notice in writing of seven days from the Engineer-in-charge.
- iii) If the developer fail to complete the work within the stipulated date or items of work with

Individual date of completion, if any stipulated, on or before such date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.

- iv) If the developer persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him on behalf of AHMEDABAD MUNICIPAL CORPORATION by the Engineer-in-charge.
- v) If the developer shall offer or give or agree to give to any person in AHMEDABAD MUNICIPAL CORPORATION service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for AMC/UDA/GHB.
- vi) If the developer shall enter into a contract with AHMEDABAD MUNICIPAL CORPORATION in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge.
- vii) If the developer shall obtain a contract with AHMEDABAD MUNICIPAL CORPORATION as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- viii) If the developer being an individual or if a firm, any partner thereof shall at any time be adjusted insolvent or have a receiving order or order for administration of his estate made adjust him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix) If the developer 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 the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x) If the developer shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi) If the developer as signs, transfers, sublets (engagement of labour on a piece work basis or

of labour with materials not to be incorporated in the work, shall not be deemed to the subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-charge.

When the developer has made himself liable under any of the case aforesaid, the engineer in charge on behalf of AHMEDABAD MUNICIPAL CORPORATION shall have powers.

- a. To determine the developer as aforesaid (of which termination notice in writing to the developer under the hand of the Engineer - in charge shall be conclusive evidence) Upon such determination, the Earnest Money deposit, Security Deposit already recovered and performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Ahmedabad Municipal Corporation.
- b. After giving notice to the developer to measure up the work of the developer and to take such whole, or the balance or part thereof, as shall be un- executed out of his hands and to give it to another developer to complete the work. The developer whose contract is determine as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-charge, the developer shall have no claim to compensation for any loss sustained by him by reasons of his having purchases 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 the contract. And in case action is taken under any of the provision aforesaid, the developer 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.

CLAUSE 3A:

In case, the work cannot be started due to reasons not within the control of the developer (Valid reason decided by the Authority) within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the performance Guarantee of the developer shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 4:

Developer liable to pay compensation even if action not taken under clause-3. In any case in which any of the powers conferred upon the Engineer-in-charge by clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the developer and the liability of the developer for compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the developer, take possession of (or at the sole discretion of the Engineer- in-charge which shall be final and binding on the developer) use as on hire (the amount of the hire money being also in

the final determination of the Engineer-in-charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belongings to the developer, or procured by the developer and intended to be used for the execution of the work/ or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-charge, whose certificate thereof shall be final, and binding on the developer, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises(within a time to be specified in such notice) in the event of the developer failing to comply with any such requisition, the Engineer-in-charge may remove them at the developer's expense or sell them by auction or private sale on account of the developer and his risk 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 sale shall be final and conclusive against the developer.

CLAUSE 5:

Time and Extension for Delay:

The time allowed for execution of the works as specified or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the site whichever is later. If the developer commits default in commencing the execution of the work as aforesaid, AHMEDABAD MUNICIPAL CORPORATION shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

a As soon as possible after the contract is concluded the developer shall submit a Time and Progress Chart for each milestone and get it approved by the Engineer-in-charge. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the developer within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the developer shall in all cases in which the time allowed for any work, exceed one month (save for special jobs for which a separate program has been agreed upon) complete the work as permilestones.

b If the work(s) be delayed by:

i) Force Measure, or

ii) Abnormally bad weather, or

iii) Serious loss or damage by fire, or

iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

- v) Delay on the part of other developers or tradesmen engaged by Engineer-in-charge in Executing work not forming part of the developer, or
- vi) Any other cause, which in the absolute discretion of the authority is beyond the developer's control.

Then upon the happening of any such event causing delay, the developer shall immediately, give notice thereof in writing to the Authority but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the developer in writing within fourteen days of the happening of the event causing delay on the prescribed form to the Authority. The developer may also, if practice able, indicate in such a request the period for which extension is desired.

In any such case the authority may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the developer by the authority in writing, within 3 months of the date of receipt of such request. Non application by the developer for extension of time shall not be a bar for giving a fair and reasonable extension by the authority and this shall be binding on the developer.

CLAUSE 6:

Computerized Measurement Book:

Though the contract is on PPP basis, and payment will not be on item rate, but for maintaining the records of work done, the engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.

All measurements of all the items shall be entered by the developer and compiled in the shape of the computerized Measurement Book having pages of A-4 size as per format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the developer or his authorized representative from time to time, during the progress of the work, shall be got checked by the developer from the Engineer-in-charge or his authorized representative as per interval or programme fixed in consultation with Engineer charge or his authorized representative. After the necessary corrections made by the Engineer-in-charge, the measurement sheets shall be returned to the developer for incorporating the corrections and resubmission to Engineer-in-charge for the dated signature by the Engineer-in-charge and the developer or their representative in token of the iracceptance.

The final, fair computerized measurement book given by the developer, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over- writing in the measurements

would thereafter be allowed. If at all any error is noticed, the developer shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The developer shall submit two spare copies of such computerized MBs for the purpose of reference and record by the various officers of the department.

The developer shall without any extra charge, provide all assistance with every appliances, labour and other things necessary for checking of measurement/ levels by the Engineer-in-charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The developer shall give not less than seven days' notice to the Engineer-in-charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and / or test checking the measurement of any work in order that the same may be checked and / or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/ or test checking measurement and shall not cover up and place beyond the reach of measurement Any work without consent in writing of the Engineer-in-charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/ or test checking measurement without such notice having been given or the Engineer-in-charge consent being obtained in writing, the same shall be uncovered at the developer's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

CLAUSE 7:

Completion Certificate and completion plans:

Within ten days of the completion of the work, the developer shall give notice of such completion to the Engineer-in-charge and within thirty days of the receipts of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work, shall furnish the developer with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the developer and / or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be completed until the developer shall have removed from the premises on which the

work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/ their work people on the site in connection with the execution of the works as shall have been erected or constructed by the developer(s) and cleaned off the dirt from all wood work, door, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-charge. If the developer shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for the completion of work, the Engineer-in-charge may at the expense of the developer remove such scaffolding, surplus materials and rubbish etc, and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the developer shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale there of.

CLAUSE 7A:

Developer to keep site clean:

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, color washing, painting etc. on walls, floors, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the developer fails to comply with the requirements of this clause, the Engineer-in-charge shall have the right to get this work done at the cost of the developer weather departmentally or through any other agency. Before taking such action, the Engineer-in-charge shall give ten days' notice in writing to the developer.

CLAUSE 7B:

Completion plans to be submitted by the developer:

The developer shall submit completion plans as required vide General Specifications for Electrical Work as applicable within thirty days of the completion of work.

CLAUSE 8:

Materials to be provided by the developer:

The developer shall, at his own expense, provide all materials, required for the work. The developer shall, at his own expense and without delay; supply to the Engineer-in-charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the developer shall be in conformity with the specifications laid down or referred to in the contract. The developer shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-charge that the materials so comply. The Engineer-in-charge shall within thirty days of supply of samples or within such further period as he may require intimate to the developer in writing whether samples are approved by him or not. If samples are not approved, the developer shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh

samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-charge shall be issued after the test results are received.

The developer shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-charge. The developer shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The developer shall, at his risk and cost make all arrangements and shall provide all facilities as the Engineer-in-charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared for from where materials, manufactured articles or machinery are being obtained for the works and the developer shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-charge shall have full powers to remove from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-charge shall be at liberty to employ at the expense of the developer, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the developer.

The developer shall, at his own expense, provide a materials testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipments.

CLAUSE 8.A:

Dismantled Material AHMEDABAD MUNICIPAL CORPORATION Property:

The developer shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as AHMEDABAD MUNICIPAL CORPORATION property and such materials shall be disposed off to the best advantage of AHMEDABAD MUNICIPAL CORPORATION according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE 9:

Work to be executed in Accordance with Specifications, Drawings, Orders etc.:

The developer shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The developer shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the developer shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified with up to date Correction Slips, or in any Bureau of Indian Standard or any other, published Standard or Code or, schedule of rates or any printed publications, or General Specification 2002 referred to elsewhere in the Contract with up to date Correction Slip, or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The developer shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plants and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Developer shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE 10:

Deviations/Variations Extent and Pricing:

The Engineer-in-Charge shall have power (i) to make alternation in, omissions from, additions to, or substitutions for the original specifications, drawings, design and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the developer shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alternations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the developer may be directed to do in the manner specified above as part of the works, shall be carried out by the developer on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the developer, as follow:

- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

- iii) Power to extend the contract rest with Municipal Commissioner, AHMEDABAD Municipal Corporation

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down, and the Engineer-in-Charge shall after giving notice to the developer within one month of occurrence of the excess and after taking into consideration and reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

For the purpose of operation, the following works shall be treated as works relating to foundation unless and otherwise defined in the contract:

- a. For building: All works up to 1.2 meters above ground level or up to floor 1 level which is lower.
- b. For abutments, piers and well staining: All works up to 1.2 m above the bed level.
- c. For retaining walls, wing walls, compound wall, chimneys, overhead reservoirs/tanks and other elevated structures: All works up to 1.2 meters above the ground level.
- d. For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 meters above the ground level.
- e. for basement: All works up to 1.2 m above ground level or up to floor 1 level which is lower.
- f. For roads, all items of excavation and filling including treatment of subbase.
- g. For water supply lines, sewer lines, underground storm water drains and similar works all items of work below ground level except items of pipe work and masonry work.
- h. For open storm water drains, all items of work except lining of drains.

Any operation incidental to or necessarily has to be in contemplation of tenderer while filling tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said of rate, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 11:

Foreclosure of Contract due to Abandonment or Reduction in Scope of work:

If at any time after acceptance of the tender, AHMEDABAD MUNICIPAL CORPORATION shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Developer and the developer shall act accordingly in the matter. The developer shall have no claim to any payment of compensation or otherwise whatsoever, on account of any

profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

- i. AHMEDABAD MUNICIPAL CORPORATION shall have the option to take over developer's materials or any part thereof either brought to site or of which the developer is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, AHMEDABAD MUNICIPAL CORPORATION shall be bound to take over the materials or such portions thereof as the developer does not desire to retain.
- iii. If any materials supplied by AHMEDABAD MUNICIPAL CORPORATION are rendered surplus, the same except normal wastage shall be returned by the developer.

CLAUSE 12:

Carrying out part work at risk & cost of developer:

If Developer:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- (iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specific in the notice given in writing in that behalf by Engineer-in-Charge.

The Engineer-in-Charge without invoking action under Clause 3 may, without prejudice to any other right or remedy against the developer which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work/ part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores etc., thereon; and/or
- (b) Carry out the part work/part incomplete work of any item(s) by any means at the risk and cost of the developer.

In determining the amount, credit shall be given to the developer with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original developer under the terms of his contract, the value of developer's materials taken over and incorporated in the work and use of plant and machinery belonging to the developer. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the developer provided always that action under this clause shall only be taken after giving notice in writing to the developer. Provided also that if the expenses incurred by the department are less

than the amount payable to the developer at his agreement rates, the difference shall not be payable to the developer.

Any excess expenditure incurred or to be incurred by Government in completing the part work/part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or as per agreement be recovered from any money due to the developer on any account, and if such money is insufficient, the developer shall be called upon in writing and shall be liable to pay the same within 30 days.

If the developer fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all the developer's unused materials constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the developer under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the developer 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 advance on any account or with a view to the execution of work or the performance of the contract.

CLAUSE 13: Deleted.

CLAUSE 14:

Action in case Work not done as per Specifications:

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, Officers from Quality Assurance Cell of AHMEDABAD MUNICIPAL CORPORATION or any organization engaged by the AHMEDABAD MUNICIPAL CORPORATION for Quality assurance and of the Chief Technical Examiner's Office, and the developer shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the developer, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Developer's agent shall be considered to have the same force as if they had been given to the developer him self.

If it shall appear to the Engineer-in-Charge or his authorized subordinates in-charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of organization engaged by the department for Quality Assurance or to Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the developer shall, on demand in writing which shall be made within twelve months(six months in

case of work costing INR 10 Lakh and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified,

In whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the developer shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time)for this default.

CLAUSE15:

Developer Liable for Damages, defects during maintenance period:

If the developer or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cable, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing INR Ten lakhs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the developer shall upon receipt of a notice in writing on that behalf make the same good at his own expenses or in default, the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expenses from any sums that may be due or at any time thereafter may become due to the developer, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the developer shall not be refunded before the expiry of twelve months (six months in the case of works costing INR 10 lakhs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the developer under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and Operation works of E&M service, the security deposit deducted from developers shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

CLAUSE 16:

Developer to Supply Tools & Plants etc:

The developer shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery tools and plants as specified. in addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage there for to and from the work. The developer shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expenses of the developer and the expenses may be deducted, from any money due to the developer, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or a sufficient portion thereof.

CLAUSE 16A:

Recovery of Compensation paid to Workmen:

In every case in which by virtue of the provisions sub-section(1) of Section 12, of the Workmen's Compensation Act, 1923, AHMEDABAD MUNICIPAL CORPORATION is obliged to pay compensation to a workman employed by the developer, in execution of the works, AHMEDABAD MUNICIPAL CORPORATION will recover from the developer, the amount of the compensations so paid; and, without prejudice to the rights of the AHMEDABAD MUNICIPAL CORPORATION under sub-section(2) of Section 12, of the said Act, AHMEDABAD MUNICIPAL CORPORATION shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by AHMEDABAD MUNICIPAL CORPORATION to the developer whether under this contract or otherwise. AHMEDABAD MUNICIPAL CORPORATION shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the developer and upon his giving to AHMEDABAD MUNICIPAL CORPORATION full security for all costs for which AHMEDABAD MUNICIPAL CORPORATION might become liable in consequence of contesting such claim.

CLAUSE 16B:

Ensuring Payment and Amenities to Workers if Developer fails:

In every case in which by virtue of the provisions of the Developer Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, AHMEDABAD MUNICIPAL CORPORATION is obliged to pay any amounts of wages to a workman employed by the developer in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under

Clause 19 H or under the Developer's Labour Regulations, or under the Rules framed by Govt. from time for the protection of health and sanitary arrangements for workers employed by AHMEDABAD MUNICIPAL CORPORATION & its Developers. AHMEDABAD MUNICIPAL CORPORATION will recover from the developer, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the AHMEDABAD MUNICIPAL CORPORATION under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, AHMEDABAD MUNICIPAL CORPORATION shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by AHMEDABAD MUNICIPAL CORPORATION to the developer whether under this contract or otherwise AHMEDABAD MUNICIPAL CORPORATION shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the developer and upon his giving to the AHMEDABAD MUNICIPAL CORPORATION full security for all costs for which AHMEDABAD MUNICIPAL CORPORATION might become liable in contesting such claim.

CLAUSE 17:

Labour Laws to be complied by the Developer.

The developer shall obtain a valid license under the Developer Labour (R &A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The developer shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The developer shall also comply with the provisions of the building and other construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

The developer shall ensure the registration of all eligible workers (inclusive of those of sub-developers and petty developers) with construction workers welfare board.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non- execution of the work.

CLAUSE 17A:

No labour below the age of fourteen years shall be employed on the work.

CLAUSE 17B:

Payment of Wages:

- i The developer shall pay to labour employed by him either directly or through sub-developers, wages not less than fair wages as defined in the Developer's Labour Regulations or as per the provisions of the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii The developer shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged

by his sub-developers in connection with the said work, as if the labour had been immediately employed by him.

- iii In respect of all labour directly or indirectly employed in the works for performance of the developer's part of this contract, the developer shall comply with or cause to be complied with the Central Public Works Department developer's Labour Regulations made by Government from time to time in regard to payment of wages, wages period, deductions from wages recovery of wages not paid and deductions un-authorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- iv (a) The Engineer-in-Charge concerned shall have the right to deduct from the money due to the developer any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules 1950, the developer is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the developer by the Engineer-in-Charge concerned.

In the case of Gujarat, however, as the all-inclusive minimum daily wages fixed under Notification of the Gujarat Administration No. _____, dated _____ as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holidays would not arise.

- v. The developer shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- vi The developer shall indemnify and keep indemnified AHMEDABAD MUNICIPAL CORPORATION against payment to be made under and for the observance of the laws aforesaid and the Developer's Labour Regulation without prejudice to his right to claim indemnify from his sub-developers.
- vii The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

- viii Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the developer to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix The developer shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 17C:

PENALTY FOR EACH DEFAULT TO PROVIDE FACILITIES:

In respect of all labour directly or indirectly employed in the work for the performance of the developer's part of this contract, the developer shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the developer fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the developer.

CLAUSE 17D:

The developer shall submit by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:

- 1) The number of labours employed by him on the work.
- 2) Their working hours
- 3) The wages paid to them
- 4) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- 5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the developer shall be liable to pay to AHMEDABAD MUNICIPAL CORPORATION, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer in charge shall be final in deducting from any bill due to the developer the amount levied as fine and be binding on the developer.

CLAUSE 17E:

In respect of all labour directly or indirectly employed in the works for the performance of the developer's part of this contract, the developer shall comply with or cause to be complied with all the rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers employed by the AHMEDABAD MUNICIPAL CORPORATION and its developers.

CLAUSE 17F:

Leave and pay during leave shall be regulated as follows:

1. Leave:
 - i) In the case of delivery-maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
 - ii) In the case of miscarriage – up to 3 weeks from the date of miscarriage.
2. Pay:
 - i) In the case of delivery- leave pay during maternity leave will be at the rate of the women's average daily earning, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupees one only a day whichever is greater.
 - ii) In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
3. CONDITIONS FOR THE GRANT OF MATERNITY LEAVE:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
4. The developer shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix-I and II, and the same shall be kept at the place of work.

CLAUSE 17G:

In the event of the developer(s) committing a default or breach of any of the provisions of the Developer's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling and statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the AHMEDABAD MUNICIPAL CORPORATION a sum not exceeding INR 200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the developer(s) defaulting continuously in this respect, the penalty may be enhanced to INR 200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the developer(s) is/ are not properly observing and complying with the provisions of the Contract's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for works people employed by the developer(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the developer(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the notice. If the developer(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work people as forfeited, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the developer(s). the developer(s) shall erect, make and maintain at his/ their own expenses and to approved standards all necessary huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works, and if the same shall not have been created or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the developer(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the developer(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the developer(s).

CLAUSE 17H:

The developer(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge

- i (a) The minimum height of each hut at the eaves level shall be 2.10 m (7 ft) and the floor area to be provided will be at the rate of 2.7 sq. m. (30 sq. ft) for each member of the worker's family staying with the labourer.
- (b) The developer(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
- (c) The developer(s) shall also construct temporary latrines and urinals for the use of the labours each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- (d) The developer(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

- ii (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the developer shall ensure that throughout the period of their occupation the roofs remain water-tight.
- (b) The developer(s) shall provide each hut with proper ventilation and water tight tent.

All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

- iii Water supply- The developer(S) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purpose and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of masonry, shall be provided. The developer(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his /their labour camp from the existing mains wherever available, and shall pay all fees and charges therefor.
- iv The site selected for the camp shall be high ground, removed from jungle.
- v Disposal of Excreta- The developer(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the developer(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the developer and paid direct by him to the Municipality/authority. The developer shall provide one sweeper for every eight seats in case of dry system.
- vi Drainage- The developer(s) shall provide efficient arrangements for draining away sludge water so as to keep the camp neat and tidy.

- vii The developer(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- viii Sanitation- The developer(s) shall make arrangements for conservancy and sanitation in the labour camp according to the rules of the Local Public Health and Medical Authorities.
- ix Wherever electric connection from SGVCL is readily available the Developer would provide sufficient street-lights for the labour camp as per directions of the Engineer-in-Charge.

CLAUSE 17 I:

The Engineer-in-Charge may require the developer to dismiss or remove from the site of the work any person or persons in the developers' employ on the work who may be incompetent or misconduct himself and the developer shall forthwith comply with such requirements. In respect of maintenance /repair of renovation works etc. where the labour have an easy access to the individual houses, the developer shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of developers working in the colony/ blocks on the notice board in the colony and also at the service center, to apprise the residents about the same.

CLAUSE 17 J:

It shall be the responsibility of the developer to see that the building under construction is not occupied by and body un-authorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy up to 5% of tendered value of work may be imposed by the SE whose decision shall be final both with regard to the justification and quantum and be binding on the developer. This decision of Superintending Engineer will not be opened to any arbitration/litigation

However, the Superintending Engineer, through a notice, may require the developer to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 17 K:

Employment of skilled/semi skill worker:

The developer shall, at all stages of work, deploy skilled/semiskilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute mandated/certified

by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semiskilled workers required in each trade at any stage of work. The developer shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the developer shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failures on the part of developer to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by developer at the rate of INR 100 per such tradesmen per day. Decision of Engineer in Charge as to whether particular tradesmen possess requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause shall not be applicable for works with estimated cost put to tender being less than INR 5 Crores.

CLAUSE 18:

Minimum Wages Act to be complied with:

The developer shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force time to time.

CLAUSE 19:

Work not to be sublet. Action in case of insolvency:

The developer shall not assign or sublet without the written approval of the Engineer-in-Charge. And if the developer shall assign or sublet this contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composite with his creditors or attempt to do so, or 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 developer, or any of his servants or agent to nay public office or person in the employ of Govt. 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 the contract, the Engineer-in-Charge on behalf of the AHMEDABAD MUNICIPAL CORPORATION shall have power to adopt the course specified in Clause 3 hereof in the interest of AHMEDABAD MUNICIPAL CORPORATION and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue. However sub-contracting shall not amount to subletting.

CLAUSE 20:

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of AHMEDABAD MUNICIPAL CORPORATION without reference to the actual loss or damage sustained and whether or not any damage shall have

been sustained.

CLAUSE 21:

Changes in firm's Constitution to be intimated:

Where the developer is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the developer is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the developer enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the developer. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21. In case, it is a limited company, any change in shareholding or any change in management or any change in control under any law shall be treated as assignment.

CLAUSE 22:

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Engineer-in-Charge 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 23: deleted

CLAUSE 24:

Developer to indemnify Govt. against Patent Right:

The developer shall fully indemnify and keep indemnified the AHMEDABAD MUNICIPAL CORPORATION against and action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against AHMEDABAD MUNICIPAL CORPORATION in respect of any such matters as aforesaid, the developer shall be immediately notified thereof and the developer shall be at liberty, at his own expenses, to settle any dispute or to conduct any litigation that may arise there from, provided that the developer shall not be liable to indemnify the AHMEDABAD MUNICIPAL CORPORATION if the infringement of the patent or design or any alleged patent or

design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 25:

Action where no Specifications are specified:

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian standards, the work shall be carried out as per manufacturer's specifications, if not available then as per district Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 26:

With- holding and lien in respect of sums due from developer:

- i Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the developer, the Engineer-in-Charge or the AHMEDABAD MUNICIPAL CORPORATION shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the developer and for the purpose aforesaid, the Engineer-in-Charge or the AHMEDABAD MUNICIPAL CORPORATION shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the developer, the Engineer-in-Charge or the AHMEDABAD MUNICIPAL CORPORATION shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the developer under the same contract or any other contract with the Engineer-in-Charge of the government or any contracting person through the Engineer-in-Charge pending finalizations of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or AHMEDABAD MUNICIPAL CORPORATION will be kept withheld or retained as such by the Engineer-in-Charge or AHMEDABAD MUNICIPAL CORPORATION till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitrator clause) by the competent court, as the case may be and that the developer will have no claim for interest or damages whatsoever on any account in respect of such withholding as such to the developer. For the purpose of this clause, where the developer is a partnership firm or a limited company, the Engineer-in-Charge or the AHMEDABAD MUNICIPAL CORPORATION shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company

as the case may be, whether in his individual capacity or otherwise.

- ii AHMEDABAD MUNICIPAL CORPORATION shall have the right to cause an audit and technical examination of the and if as a result of such audit and technical examination any sum is found not satisfactory or any work claimed to have been done by him under the contract and found not to have been executed, the developer shall be liable to refund the amount of over payment and it shall be lawful for AHMEDABAD MUNICIPAL CORPORATION to recover the same from him in the manner prescribed in sub clause (i) if this clause or in any other manner legally permissible.

CLAUSE 26 A:

Lien in respect of claims in other Contracts:

Any sum of money due and payable to the developer (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the AHMEDABAD MUNICIPAL CORPORATION any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or AHMEDABAD MUNICIPAL CORPORATION or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the developer with the Engineer-in-Charge or the AHMEDABAD MUNICIPAL CORPORATION or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the AHMEDABAD MUNICIPAL CORPORATION will be kept withheld or retained as such by the Engineer-in-Charge or the AHMEDABAD MUNICIPAL CORPORATION or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the competent court, as the case may be and that the developer shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the developer.

CLAUSE 27:

Unfiltered water supply:

The developer(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

- i That the water used by the developer(s) shall be fit for construction purpose to the satisfaction of the Engineer-in-Charge.
- ii The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of developer(S) if the arrangements made by the developer(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

Alternate water arrangements:

- i Where there is no piped water supply arrangement and the water is taken by the developer from the wells or hand pump constructed by the Government, no charge shall be recovered from the developer on the account. The developer shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in- Charge shall be the final authority to determine the cost recoverable from the developer on this account and his decision shall be binding on the developer.
- ii The developer shall be allowed to construct temporary wells in AHMEDABAD MUNICIPAL CORPORATION land for taking water for construction purpose only after he has got permission of the Engineer-in-Charge in writing. No charge shall be recovered from the developer on this account, but the developer shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent building, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 29:

Condition relating to use of asphaltting materials:

- i The Developer undertakes to make arrangements for the supervision of the works by the firms supplying the tar or bitumen used.
- ii The Developer shall collect the total quantity of tar or bitumen required for the work as per standard formula before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of material in actual execution for reason other than authorized changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and material returned to the Developers. Although the material is hypothecated to AHMEDABAD MUNICIPAL CORPORATION the Developers undertake the responsibility for their proper watch, safe custody and protection against all risk. The material shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.
- iii The Developer shall be responsible for rectifying defects noticed within a year from the date of completion of the work. The Security Deposit relating to an asphaltic work shall be refunded after the expiry of this period.

CLAUSE 30:

Employment of Technical Staff and employees:

Developers Superintendence, Supervision, Technical Staff & Employees:

- i The developer shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The developer shall immediately after receiving letter of acceptance of tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative (s) who will be supervising the work. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the developer. Any such approval may at any time be withdrawn and in case of such withdrawal, the developer shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the developer in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the developer soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative (s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative, to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the developer. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stage of execution of work, during recording/checking /test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurement/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than twodays.

If the Engineer-in-charge, whose decision in this respect is final and binding on the developer, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the developer as specified and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the developer. Further if the developer fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactory, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the developer shall be held responsible for the delay so caused to the work. The developer shall submit a certificate of employment of the technical representative(s) along with every on account bill/final bill and shall produce evidence at any time so required by the Engineer-in-Charge.

- ii The developer shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The developer shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the developer to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes. The technical staff required at site as per table given ahead.

**Development Of Integrated Group Housing Facility At Kantodia vas Municipal Staff Quarters TPS-02 (Kakriya)
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MINIMUM REQUIREMENT OF TECHNICAL REPRESENTATIVE(S)

Sl No.	Designation	Minimum Qualification	Discipline	Min. Experience	Number	Remarks
1	Structural Engineer	M.E/M.Tech	Structural Engineering	15 years	1	Should have designed at least 5 similar type of completed projects
2	Architect	M.Arch and registered with National Council of Architecture	Architecture	15 years	1	Should have designed at least 5 similar type of completed projects
<ul style="list-style-type: none"> The above professionals can be hired by the developer/developer as consultants/can be on payroll. The developer/developer must furnish all the documents including qualifications, experiences, memberships, pay slip (if on payroll), consulting agreement for the above mentioned professionals. If hired, the above professional shall actively participate throughout the project. 						
3	Project Manager	B.E/M.E (Civil) with MBA	Civil Engineering (Building Construction)	15 years	1	Should have worked as project manager at least 5 similar type of projects
4	Works Manager	B.E(Civil)	Civil Engineering (Building Construction)	10 years	1	Should have worked as work manager at least 3 similar type of projects
5	Works Manager (Electrical)	B.E(Electrical)	Electrical Engineering	10 years	1	Should have worked as work manager at least 3 similar type of projects
6	Senior Site Engineer	B.E(Civil)	Civil Engineering (Building Construction)	7 years	1	Should have worked as site engineer at least 3 similar type of projects
7	Junior Site Engineer	B.E(Civil)	Civil Engineering (Building Construction)	5 Years	3	Should have worked as site engineer at least 3 similar type of projects
8	Junior Electrical Site Engineer	B.E(Electrical)	Electrical Engineering	5 Years	3	Should have worked as site engineer at least 3 similar type of projects
9	Safety & Environmental Engineer	Graduate	-	5 Years	1	Should have worked as safety & Environmental engineer at least 3 similar type of

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						projects
10	Senior Administrator	MBA	MBA	5 Years	1	Should have worked as senior administrator at least 5 similar type of projects
<ul style="list-style-type: none"> The above professionals (from 3 to 10) shall be on payroll by the developer/developer. The developer/developer must furnish all the documents including qualifications, experiences, CVs, payslips for the above mentioned professionals. 						

* no. of persons will depend on the size of the project

Note: Assistant Engineer(s) retired from Govt. services that are holding diploma will be treated at par with Graduate Engineer.

CLAUSE 31:

Levy/ Taxes payable by Developer:

1. GSTin respect of this contract shall be payable by the developer and AHMEDABAD MUNICIPAL CORPORATION shall not entertain any claim whatsoever in this respect.
2. The developer shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
3. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable announced by the Government of India and does not any time become payable by the developer to the State Government, Local authorities in respect of any material used by the developer in the works then in such a case, it shall be lawful to the AHMEDABAD MUNICIPAL CORPORATION and it will have the right and be entitled to recover.

CLAUSE 32:

Termination of Contract on death of developer:

Without prejudice to any of the rights or remedies under this contract if the developer dies, the Divisional Officer on behalf of the AHMEDABAD MUNICIPAL CORPORATION shall have the option of terminating the contract without compensation to the developer.

CLAUSE 33:

If Near relative working in AHMEDABAD MUNICIPAL CORPORATION then the developer not allowed to tender:

The developer shall not be permitted to tender for works in the AHMEDABAD MUNICIPAL CORPORATION circle (Division in case of developer of Horticulture/Nursery Categories) responsible for award and execution of contract in which his near relative is posted as Divisional Accountant or as an officer of any capacity between the grades of superintending Engineer-and Junior Engineer(both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and are near relatives to any Gazetted Officer in the AHMEDABAD MUNICIPAL CORPORATION or in the Ministry of Urban Development. Any breach of this condition by the developer would render him liable to be removed from the approved list of developer of this Department. If however the developer is registered in any other department, he shall be debarred from tendering in AHMEDABAD MUNICIPAL CORPORATION for any breach of this condition.

Note: by the term "Near relatives" is meant wife, husband, parents and grandparents, children and grand-children, brothers and sisters, uncles, aunts and cousins and their corresponding in laws.

CLAUSE 34:

NO Gazetted Engineer to work as Developer within one year of retirement:

No engineer of gazetted rank or other gazette officer employed in engineering or administrative duties in an engineering department of the AHMEDABAD MUNICIPAL CORPORATION shall work as developer or employee of a developer for a period of two years after his retirement from Government service without the previous permission of AHMEDABAD MUNICIPAL CORPORATION in writing. This contract is liable to be cancelled if either the developer or any of his employees is found at any time to be such a person who had not obtained the permission of AHMEDABAD MUNICIPAL CORPORATION as aforesaid, before submission of the tender of engagement in the developer's service, as the case may be.

CLAUSE 35:

Recovery for lesser material issued/consumed.

Quantity of cement & bitumen shall be calculated on the basis of quantity of cement and bitumen required for different items or work as shown in IS codes/as per R & B/GWSSB specifications/SOR with up to date correction slips. In case any item is executed for which standard coefficients for consumption of cement or bitumen are not available in the above mentioned SOR or cannot be derived from same shall be calculated on the basis of standard formula to be laid down by Engineer-in-Charge.

Over the theoretical quantity of materials so computed a variation shall be allowed.

For non-schedule items, the decision of superintending Engineer regarding theoretical quantity of materials which should have been used shall be final and binding on the developer.

The said action under this clause is without prejudice to the right of the AHMEDABAD MUNICIPAL CORPORATION to take action against the developer under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 36:

Apprentices Act provisions to be complied with:

The developer shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The developer shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 37:

Release of Security deposit after labour clearance:

Security Deposit of the work shall not be refunded till the developer produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the developer shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the developer in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwisedue.

4- SAFETYCODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1vertical).
2. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building orstructure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2)above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm(3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3m. (10ft.) in length. For longer ladder, this width should be increased at least ¼" for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The developer shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings 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 cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the developer, be paid to compensate any claim by any suchperson.
6. Excavation and Trenching: – All trenches 1.2m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90cm.(3ft.) above the surface of the

ground. The side of the trenches which are 1.5m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

7. Demolition: – Before any demolition work is commenced and also during the progress of the work.
 - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the developer should take adequate steps to ensure proper use of equipment by those concerned:

THE FOLLOWING SAFETY EQUIPMENT SHALL INVARIABLY BE PROVIDED.

- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
- iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- v) When workers are employed in sewers and manholes, which are in active use, the developers shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the developer shall ensure that the following safety measures are adhered to:
 - a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least

2 to 3 hours before any man is allowed to enter into the manhole for working inside.

- c) Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
- d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygenkit.
- e) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

- j) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapor proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- k) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.
- l) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewerlines.
- m) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

- n) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- o) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard is an individual case will be final.
- vi) The Developer shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:
 - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
 - c) Overalls equipment shall be supplied by the developers to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
 - d) An additional clause (viii) (i) of Safety Code (iv) the Developer shall not employ women and men below the age of 18 on the work of painting with product contained lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
 - a) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - b) Precautionary Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
 - c) Precautionary Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - d) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - e) Overall shall be worn by working painters during the whole of working period.
 - f) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - g) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of AHMEDABAD MUNICIPAL CORPORATION

- h. AHMEDABAD MUNICIPAL CORPORATION may require, when necessary medical examination of workers.
 - i. Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- 9. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- 10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:
 - i)
 - a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards developer's machines the developers shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
- 11. Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of

electricity.

12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
13. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the developer.
14. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the developer shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
15. Notwithstanding the above clauses from 1 to 15 there is nothing in these to exempt the developer from the operations of any other Act or Rule in force in the Republic of India.

**MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS
FOR WORKERS EMPLOYED BY AHMEDABAD MUNICIPAL CORPORATION OR ITS
DEVELOPERS**

1. **APPLICATION:**
These rules shall apply to all buildings and construction works in charge of AHMEDABAD MUNICIPAL CORPORATION in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.
2. **DEFINITION:**
Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.
3. **FIRST-AID FACILITIES:**
At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment:
 - a) For work places in which the number of contract labour employed does not exceed 50 each first aid box shall contain the following equipments:
 - 6 small sterilized dressings.
 - 3 medium size sterilized dressings.

- 3 large size sterilized dressings.
- 3 large size sterilized burn dressings.
- 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine.
- 1 (30 ml.) bottle containing sal volatile having the dose and mode of administration indicated on the label.
- 1 snake bite lancet.
- 1 (30 gms.) bottle of potassium permanganate crystals.
- 1 pair of scissors.
- 1 copy of the first aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
- 1 bottle containing 100 tablets (each of 5 gms) of aspirin.
- Ointment for burns.
- A bottle of suitable surgical antiseptic solution.

b) For work places in which the number of contract labour exceed 50 each first –aid box shall contain the following equipments.

- 12 small sterilized dressings.
- 6 small size sterilized dressings.
- 6 large size sterilized dressings.
- 6 large size sterilized burn dressings.
- 6 (15 gms.) packets sterilized cotton wool.
- 1 (60 ml.) bottle containing a two percent alcoholic solution of iodine.
- 1 (60 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
- 1 roll of adhesive plaster.
- 1 snake bite lancet.
- 1 (30 gms.) bottle of potassium permanganate crystals.
- 1 pair of scissors.
- 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes/ Government of India.
- A bottle containing 100 tablets (each of 5 gms.) of aspirin.
- Ointment for burns.
- A bottle of suitable surgical antiseptic solution.

c) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

d) Nothing except the prescribed contents shall be kept in the First-aid box.

e) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the workplace.

- f) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.
- g) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- h) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER:

- i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
 - Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
 - A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
 - The developer shall supply only potable water in the labour camp. Sample of water shall be drawn from the source of water supply in the labour camps every month and got tested from the Municipal Corporation's lab by the developer. Wherever drinking water is supplied to the labour camps through tankers. Samples shall be drawn from the tankers and got tested. Water storage tanks chlorine tablets shall be added from time to time as per requirement so that potability of water remains intact. No extra payment shall be made on this account.

5. WASHING FACILITIES:

- (a) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- (b) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

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

6. LATRINES AND URINALS:

- a. Latrines shall be provided in every work place on the following scale namely:
- Where female are employed there shall be at least one latrine for every 25 females.
 - Where males are employed, there shall be at least one latrine for every 25 males.
 - Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.
- a. Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- b. Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- c. 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 both in English and Gujarati. The notice shall also bear the figure of a man or of a woman, as the case may be.
- d. There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty 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 the first 500 and one for every 100 or part thereafter.
- e. a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
- f. Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- g. Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- h. Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. Layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure)
- i. The developers shall at his own expense, carry out all instructions issued to him by the

Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the developer's workmen or employees on the site. The developer shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST:

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 Sqm (6 sqft.) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES:

- i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.
- ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii) The developer shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bedroom.
- iv) The developer shall provide one Ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.
- v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS:

- i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more is ordinarily employed, an adequate canteen shall be provided by the developer for the use of such contract labour.
- ii) The canteen shall be maintained by the developer in an efficient manner.

- iii) The canteen shall consist of at least a dining hall, kitchen, store room, pantry and washing places separately for workers and utensils.
- iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- v) 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 line-washed every four months.
- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause nuisance.
- viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sq.ft.) per diner to be accommodated as prescribed in sub-Rule 9.
 - a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
 - b) Washing places for women shall be separate and screened to secure privacy.
- xi) Sufficient tables, stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
 - There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipment necessary for the efficient running of the canteen.
 - The furniture, utensils and other equipment shall be maintained in a clean and hygienic condition.
 - Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
 - A service counter, if provided, shall have top of smooth and impervious material.
 - Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- xii) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- xiii) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No losses' and shall be conspicuously displayed in the canteen.

- xiv) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:
- a) The rent of land and building
 - b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - d) The water charges and other charges incurred for lighting and ventilation.
 - e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. DENGU/ANTI-MALARIAL PRECAUTIONS:

The developer shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

11. AMENDMENTS:

Government may, from time to time, add to or amend these rules and issue directions – it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

DEVELOPER'S LABOUR REGULATIONS

**** SHORTTITLE:**

These regulations may be called the Developer Labour Regulations.

**** DEFINITIONS:**

Workman means any person employed by AHMEDABAD MUNICIPAL CORPORATION or its developer directly or indirectly through a sub-developer with or without the knowledge of the AHMEDABAD MUNICIPAL CORPORATION to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:

Who is employed mainly in a managerial or administrative capacity: or

Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercise either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or.

Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principle employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principalemploder.

No person below the age 14 years shall be employed to act as workmen.

Fair Wages means wages whether for time or piecework fixed and notified under the provisions of the Minimum Wages Act from time to time.

Developers shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a sub-developer.

Wages shall have the same meaning as defined in the Payment of Wages Act.

Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

Where the minimum wages prescribed by the Government under Minimum Wages Act are

not inclusive of the Wages for the weekly day of rest, the workers shall be entitled to rest day wages at the rate applicable to the next preceding day provided he has worked under the same developer for a continuous period of not less than 6 days.

Where a developer is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole days on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

DISPLAY OF NOTICE REGARDING WAGES ETC:

The developer shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wages are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'

PAYMENT OF WAGES:

The developer shall fix wages period in respect of which wages shall be payable.

No wages period shall exceed one month.

The wages of every person employed as contract labour in an establishment or by a developer where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

Where the employment of any worker is terminated by or on behalf of the developer the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

All payment of wages shall be made on working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wages period, final payment shall be made within 48 hours of the last working day.

Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.

All wages shall be paid in current coin or currency or in both.

Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the developer to the Engineer-in-

Charge under acknowledgement.

It shall be the duty of the developer to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorized representative of the Engineer-in-charge who will be required to be present at the place and time of disbursement of wages by the developer to workmen.

The developer shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be certificate under his signature at the end of the entries in the "Register of Wages" or the "wages-cum-Muster Roll" as the case may be in the following form:

Certified that the amount shown in column No. has been paid to the workman concerned in my presence on _____ at _____

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES:

- The wages of a worker shall be paid to him without any deduction of any kind except the following
 - Fines
 - Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period or which he was absent.
 - Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - Deduction for recovery of advance or for adjustment of overpayment of wages, advances granted shall be entered in a register.
 - Any other deduction which the Central Government may from time to time allow.
- No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note: An approved list of Acts and Omission for which fines can be imposed is enclosed at Appendix-I.

- No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- The total amount of fine which may be imposed in any one wages period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wages period.
- No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

LABOUR RECORDS:

The developer shall maintain a "Register of persons employed" on work on contract in Form XIII of the CL(R&A) Central Rules 1971(Appendix IV).

The developer shall maintain a "Muster Roll register" in respect of all workmen employed by him on the work under Contract in Form XVI of the CL(A&A) Rules 1971(AppendixV).

The developer shall maintain a "Wages Register" in respect of all workmen employed by him on the work under contract in Form XVII of the CL(R&A) Rules 1971 (Appendix VI).

Register of accident

The developer shall maintain a register of accidents in such form as may be convenient at work place but the same shall include the following particulars:

- Full particulars of the labourers who met with accident
 - Rate of Wages
 - Sex
 - Age
 - nature of accident and cause of accident
 - Time and date of accident
 - Date and time when admitted in Hospital
 - Date of discharge from the Hospital
 - Period of treatment and result of treatment
 - Percentage of loss of earning capacity and disability as assessed by Medical Officer
 - Claim required to be paid under Workmen's Compensation Act
 - Date of payment of compensation
 - Amount paid with details of the person to whom the same was paid
 - Authority by whom the compensations was assessed
 - Remarks.
- The developer shall maintain a Register of Fines in the Form XII of the CL(R&A) rules 1971 (Appendix-XI).
 - The developer shall display in good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X).
 - The developer shall maintain a "Register of deductions" for damage or loss" in Form XX of the CL(R&A) rules 1971 (Appendix-XII).
 - The developer shall maintain a "Register of Advance" in Form XXIII of the CL(R&A) rules 1971 (Appendix-XIII).
 - The developer shall maintain a "Register of Overtime" in Form XXIII of the CL(R&A) rules 1971 (Appendix-XIV).

ATTENDANCE CARD-CUM WAGE SLIP:

- i. The developer shall issue an "Attendance card-cum-wage slip" to each workman employed by him in the specimen form at (Appendix-VII).

- ii. The card shall be valid for each wageperiod.
- iii. The developer shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually startswork.
- iv. The card shall remain in possession of the worker during the wage period under reference.
- v. The developer shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- vi. The developer shall obtain the signature or thumb impression of the worker on the wage slip at time of disbursement of wage and retain the card withhimself.

EMPLOYMENT CARD:

The developer shall an "Employment Card" in Form XIV of the CL(R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix VIII).

SERVICE CERTIFICATE:

On termination of employment for any reason whatsoever the developer shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL(R&A) Central Rules 1971 (Appendix- IX).

PRERSERVATION OF LABOUR RECORDS EMPLOYMENT CARD:

All record required to be maintained under Regulation Nos. 6 &7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge of Labour Officer or any other officers authorized by the Ministry of Urban Development in this behalf.

POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY:

The labour Officer or any person authorized by Central Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wages Clause and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the developer or sub-developer in regard to such provision.

REPORT OF LABOUR OFFICER:

The Labour Officer or other persons authorized shall submit a report of result of his investigation or enquiry to the Additional City Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the developer's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the developer under Clause 13 of these regulations, actual payment to labourers will be made by the Additional City Engineer after the Superintending Engineer has given his decision on such appeal.

- i. The Additional City Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Superintending Engineer as the case maybe.

APPEAL AGAINST THE DECISION OF LABOUR OFFICER:

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the Superintending Engineer concerned to the Additional City Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the developer.

PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER:

- ii. A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:
 - a An officer of a registered trade union of which he is a member.
 - b An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - c Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- ii. An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:
 - 4. An officer of an association of employers of which he is a member.
 - 5. An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
 - 6. Where the employer is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

INSPECTION OF BOOKS AND SLIPS:

The developer shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.

SUBMISSION OF RETURNS:

The developer shall submit periodical returns as may be specified from time to time.

AMENDMENTS:

The Central Government may from time to time add to or amend the regulations and on any questions as to the applicable/ interpretation or effect of those regulations the decision of the Superintending Engineer Concerned shall be final.

Appendix 1: Register of Maternity Benefits

Name and address of the contractor:

Name and location of the work:

Name of the Employee	Father's/Husband's Name	Nature of Employment	Period of Actual Employment	Date of which notice of confinement given
1	2	3	4	5

Date on which maternity leave commenced and ended				
Date of Delivery/ Miscarriage	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee				
In case of delivery		In case of miscarriage		Remarks
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

Appendix 2: SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT
ADMISSIBLE TO THE CONTRACTOR'S LABOUR

Name and address of the contractor:

Name and location of the work:

- 1. Name of the woman and her husband's name**
- 2. Designation**
- 3. Date of appointment**
- 4. Date with months and years in which she is employed**
- 5. Date of discharge/ dismissal, if any**
- 6. Date of production of certificates in respect of pregnancy**
- 7. Date on which the woman informs about the expected delivery**
- 8. Date of delivery/miscarriage/death**
- 9. Date of production of certificate in respect of delivery/miscarriage**
- 10. Date with amount of subsequent payment of maternity benefit**
- 11. Date with amount of subsequent payment of maternity benefit**
- 12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death**
- 13. If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment**
- 14. Signature of the contractor authenticating entries in the register**

Remarks column for the use of Inspecting Officer

Appendix 3: LABOUR BOARD

Name and work:

Name of Contractor:

Address of Contractor:

Name and address of Division:

Name of Labour Officer:

Address of Labour Officer:

Name of Labour Enforcement Officer:

Address of Labour Enforcement Officer:

Sr. No.	Category	Minimum Wages Fixed	Actual wages Paid	Number Present	Remarks
1	2	3	4	5	6

Weekly holiday:

Wages period:

Date of payment of wages:

Working hours:

Rest interval:

Appendix 4: REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and address of contractor:

Name and address of establishment under which contract is carried on:

Nature and location of work:

Name and address of Principal Employer:

S	Name and surname of work man	Age and sex	Father's name	Nature of employment /designation	Permanent home Address of the work man(Village and Tehsil , taluk and Districts)	Local address	Date of commencement of employment	Signature or thumb impression of the work man	Date of termination of employment	Reasons for terminations	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Appendix 5: MUSTER ROLL

Name and address of contractor:

Name and address of establishment under which contract is carried on:

Nature and location of work:

**Name and address of Principal Employer _____ for the Month of
fortnight_____**

S.No.	Name of Workman	sex	Father's/ Husband's name	Date					Remarks
1	2	3	4	5					6
				i	ii	iii	iv	v	

Appendix 6: REGISTER OF WAGES

Name and address of contractor:

Name and address of establishment under which contract is carried on:

Nature and location of work:

S r. N o.	Name of work man	Serial no. in the registe r of work man	Desig nation /natu re of work done	No. of days wor ked	Unit s of wor k don e	Daily rate of wages / piece rate	Bas icw age s	Dear ness allo w ance s	Ov er tim e	Other cash paym ents (indic ate natur e)	To tal	Deduc tio ns if any, (indic ate nature)	Net am oun t pai d	Signat ur e or thumb impres si on of the workm an	Init ial of con tra cto r or his rep res ent ati ve
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Name and address of Principal Employer:

Wages Period: Monthly/ Fortnightly

Appendix 7: Wage Card

Wage Card No.

Name and address of contractor:

Date of Issue:

Name and location of work:

Designation:

Name of workman:

Month/Fortnight:

Rate of Wages:

Received from _____ the sum of INR _____ on account of my wages

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
M o r n i n g																																R a t e
E v e n i n g																																A m o u n t
I n i t i a l																																

The Wage Card is valid for one month from the date of issue.

Signature

Appendix 8: Wage Slip

Name and address of contractor:

Name and Father's/ Husband's name of workman:

Nature and location of work:

The Week/ Fortnight/Month ending:

- 1. No. of daysworked:**
- 2. No. of units worked in case of piece rateworkers:**
- 3. Rate of daily wages/piecerate:**
- 4. Amount of overtime wages:**
- 5. Gross wagespayable:**
- 6. Deduction, ifany:**
- 7. Net amount of wagespaid:**

Initials of the Contractor or his representative

Appendix 9: Employment Card

Name and address of contractor:

Name and address of establishment in/under which contract is carried on:

Name of work and location of work:

Name and address of Principal Employer:

- 1. Name of the workman:**
- 2. S. No. in the register of workman employed:**
- 3. Name of employment/designation:**
- 4. Wage rate (with particulars of unit in case of piecework):**
- 5. Wage period:**
- 6. Tenure of employment:**
- 7. Remarks:**

Signature of Contractor

Appendix 10: Service Certificate

Name and address of contractor:

Name and location of work:

Name and address of workman:

Age or date of birth:

Identification marks:

Father's / Husband's name:

Name and address of establishment in under which contract is carried on:

Name and address of Principal Employer:

Sr. No.	Total period for which employed		Nature of Work Done	Rate of Wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Appendix 11: LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7 (v), Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local Language.

1. Willful insubordination or disobediences, whether along or in combination with order.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of GHB.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the GHB or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the workplace.
15. Bad workman ship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/ or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

Appendix 12: REGISTER OF FINES

Name and address of contractor:

Name and address of establishment in under which contract is carried on:

Nature and location of work:

Name and address of Principal Employer:

S. No	Name of work man	Father's/Husband's name	Designation/nature of employment	Act/omission for which fine imposed	Date of Offence	Whether work man showed cause against fine	Name of person in whose presence employee's explanation was heard	Wages period and wages payable	Amount of fine imposed	Date of which fine realized	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Appendix 13: REGISTER OF DEDUCTION FOR DAMAGE OR LOSS

Name and address of contractor:

Name and address of establishment in under which contract is carried on:

Nature and location of work:

Name and address of Principal Employer:

S r. N o.	Na me of wo rk ma n	Father's /husban d'sname	Designat ion/natu re of employm ent	Part icula rs of dam age and loss	Dat e of Da ma ge and los s	Wh ethe r wor kma n sho wsc aus e agai nst edu cti on	Nam e of pers on in whos e pres ence empl oyee 's expl anati on was hear d	Am oun t of ded ucti on imp ose d	No. of instal lmen ts	Date of recovery		Rem arks
										First insta llme nt	Last inst all me nt	
1	2	3	4	5	6	7	8	9	10	11	12	13

Appendix 14: REGISTER OF ADVANCES

Name and address of contractor:

Name and address of establishment in under which contract is carried on:

Nature and location of work:

Name and address of Principal Employer:

S · N o	Name of work man	Father 's/ Husba nd's name	Designat ion/ nature of employ ment	Wag es peri od and wage s paya ble	Date and amo unt of adva ncegi ven	Purpo se(s) for which advan ce made	Number of installm ents by which advance to be repaid	Date of amoun t of each install ment was repaid	Date on which last install ment was repaid	Rema rks
1	2	3	4	5	6	7	8	9	10	11

Appendix 15: REGISTER OF OVERTIME

Name and address of contractor:

Name and address of establishment in under which contract is carried on:

Nature and location of work:

Name and address of Principal Employer:

S r · N o	Name of work man	Fathe r's/ Husba nd's name	s e x	Designation /nature of employmen t	Date on whic h Overt ime work ed	Total overti me worke d or produ ction in case of piece rated	Nor mal rate of wag es	Overt ime rate of wage s	Overt ime rate of wage s	Rate on whic h overt ime wage s paid	Rem arks
1	2	3	4	5	6	7	8	9	10	11	12

Appendix 16: NOTICE FOR APPOINTMENT OF ARBITRATOR

To
The Additional City Engineer,

Dear Sir,

In terms of Clause 23 of the agreement, particulars of which given below, I/we hereby give notice to you to appoint arbitrator for settlement of dispute mentioned below:

1. Name of applicant
2. Whether applicant is individual/ Prop. Firm/O\Partnership Firm/Ltd. Co.
3. Full address of applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of Contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill(if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill(if work is completed) p Date of request made to SE for decision
16. Date of receipt of SE'sdecision.
17. Date of appeal toyou
18. Date of receipt of your decision. Specimen signature of the applicant

I/we certify that the information given above is true to the best of my/our knowledge and believe. I/we enclosed following documents 1. Statement of claims with amount of claims

Yours faithfully,
(Signature)

(Only the person/authority who signed the contract should sign)

Copy in duplicate to:

1. The Additional City Engineer.....Division