

expenses are incurred by Corporation, the same shall be recovered from the contractor forthwith and be deducted, without prejudice to any other remedy of Corporation from any amount due or that may become due to the Contractor by the employer.

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

(a) The workers shall be required to use the equipment so provided by the Contractor and Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

(b) When work is carried on in proximity to any place where there is a risk of drowning, all necessary equipments shall be provided and kept for use and all necessary steps shall be taken for the prompt rescue of any person, in danger.

(c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

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

32.4 Employment of famine or other labour :

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

32.5 Compliance to Labour Regulations.

(i) The contractor shall not employ in connection with the work any person who has not completed his fifteen years of age.

(ii) The contractor shall furnish to the Executive Engineer information about the various categories of labour employed by him in the form and at such intervals as may be specified.

(iii) The contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of the various labour laws and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the employer in respect of all claims that may be made against the employer for non-compliance thereof by the contractor.

(iv) Notwithstanding anything contained herein, the Executive Engineer may take such actions as may be necessary for compliance of the various labour laws and shall recover the costs thereof from the contractor.

(v) In the event of the contractor committing a default or breach of any of the provisions of the labour laws and rules and regulations applicable, the contractor shall without prejudice to any other liability under the Acts, pay to the Employer a sum not exceeding Rupees one thousand per day for each of the defaults subject to a maximum of one percent of the tendered amount.

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

32.7 Minimum Wages

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

pay the wages to labourers/workers.

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

32.8 Local Labour on normal rates

The contractor shall have to engage local labour and person seeking employment where available on normal rates.

Clause 33.0 Compensation under the Workmen's Compensation Act.

33.1 The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's compensation Act. 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is paid by Employer as principal under sub-section (i) of section 12 of the said Act, on behalf of the contractor, it shall be recoverable by the Engineer-in-charge from the contractor under sub-section of the said section, Compensation shall be recovered in the manner as decided by the Executive Engineer.

33.2 Responsibilities and liabilities of the contractor under Workmen's Compensation Act are given in the said Act. In addition, following shall also apply :

(a) On the occurrence of an accident which results in death of workmen employed by the Contractor or which is serious and is likely to result in death of any such workmen, the contractor, shall, within 24 hours of happening of such accident (s), intimate in writing to the Executive Engineer the fact of such accident(s) and also submit report of accident(s) in the prescribed proforma to the Commissioner under the Workmen's Compensation Act. The contractor shall indemnify the Employer against all loss or damage sustained by the Employer resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Employer as a consequence of Employer's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said act in regard to such accident(s).

(b) In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act, whether by the contractor or by the Engineer-in-charge as principal Employer, it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the contractor such sum or sums of money as may, in the opinion of the Executive Engineer be sufficient to meet such a liability. The opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.

(c) Contractor should have to submit workman compensation policy for labour at site from the date of starting of the work with 1st R.A bill failing which amount of Rs. 1.00 Lacs. will be deducted from the bill.

Clause 34.1 Licence under Contract Labour (Regulation and Abolition) Act. of 1970 and Gujarat Rules of 1972.

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

Clause 34.2 The Gujarat building and other construction workers (regulation of employment & condition of service) Rules, 2003:

The contracting agency shall also be required to comply with provisions of Building & other Construction Workers (Regulation of Employment & Condition of Services) Act, 1996 and also rules made thereunder - The Gujarat Building & other Construction Workers (Regulation of Employment & Condition of Service) Rules, 2003.

Clause 35.0 Submission of monthly challans towards proof of deposit of P.F. dues:

Along with every running bill and with final bill the contractor shall be required to submit copy of monthly challans as proof of payment of P.F. dues with the appropriate authority in respect of all the persons engaged by the contracting agency for the work of the corporation. In case of non-submission, no payment towards running /final bill will be released. Payment will be released only after submission of satisfactory proof towards payment in this regard by the contracting agency.

Clause 36.0 Labour Regulations

36.1 Weekly day of rest : Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.

Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day, he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

36.2 Display of notice regarding Wages, Weekly Day of Rest etc. : The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notices in English and in the local Indian language, spoken by majority of workers indicating the rate of fair wages, the hours of work for which such wages are payable, and the weekly rest day workers are entitled to.

36.3 Fixation of Wages Periods : The contractor shall fix wage period in respect of which wages shall be payable. No wage period shall exceed one month.

36.4 Payment of Wages.

(i) Wages to every worker shall be paid to him direct. All wages be paid in current coins or currency or in both.

(ii) Wages of every worker employed on the contract shall be paid where the wage period is one week, within THREE days from the end of the Wage period and in any other case before the expiry of the 7th day or 10th day from the end of the wages period according as the number of workers does not exceed 1,000 or exceeds 1,000.

(iii) When employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.

(iv) Payment of wages shall be made at the work site on a working day except when the work is completed before expiry of the wage period. In such case final payment shall be made at the work site within 48 hours of the last working day and during normal working time.

NOTE: The term "working day" means a day on which the work on which labour is employed, is in progress.

36.5 Register of Workmen : A register of workmen shall be maintained in the prescribed form and kept at the work site or as near to it as possible and the relevant particulars of every workman shall be entered therein within THREE days of his employment.

36.6 Employment Card : The Contractor shall issue an employment card to each worker on the day of work or entry into his employment. If a worker has already any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On the termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.

36.7 Register of Wages etc. :

(i) A Register of Wages-cum-Muster Roll in the prescribed Form shall be maintained and kept at the work site or as near to it as possible.

(ii) A wage slip in the prescribed form shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.

36.8 Fines and Deductions which may be made from Wages :

(i) Wages of a worker shall be paid to him without any deduction of any kind except the following.

(a) Fines;

(b) deduction 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 for which he was absent :

(c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;

(d) Deduction for recovery of advance or for adjustment of overpayment of wages. Advance granted shall be entered in a register; and

(e) Any other deduction which the Government may from time to time allow.

(ii) No fines shall be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Commissioner of Labour.

(iii) No fine shall be imposed on a worker and no deductions 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.

(iv) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wages payable to him in respect of that wage period.

(v) No fine imposed on a worker shall be recovered from him in installments or after 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.

(vi) The Contractor shall maintain both in English and the local Indian language a list, approved by the Labour Commissioner, clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in good condition in a conspicuous place on the worksite.

36.9 Preservation of Registers : The Register of workmen and the Register of

Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.

Clause 37.0 Report regarding labour

The Contractor shall submit the following reports to the Executive Engineer.

(i) A daily report in the forms as may be prescribed of the strength of labour both skilled and unskilled employed by him on the work(s). The Contractor shall increase or decrease the strength both skilled and unskilled labour, if directed by the Executive Engineer. The submission of such reports shall not however, relieve the contractor of his responsibilities and duties, regarding progress or any other obligations under the contract.

(ii) A classified weekly return in the prescribed form of the number of persons employed on the works during the preceding week.

(iii) A weekly medical report in the prescribed form showing position the health of labours at the Contractor's camp, the number of persons ill or incapacitated and the nature of their illness.

(iv) A report of any accident, which may have occurred, to be sent within 24 hours of the occurrence.

Clause 38.0 Insurance of labourers.

The contractor shall be responsible to arrange for insurance of all labourers skilled and unskilled workers and supervisors etc. employed by him. He shall produce the copy of insurance policy to the Executive Engineer with 1st R.A. bill.

Clause 39.0 Camp regulations

39.1 Huts:

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

(i) Huts of bamboos and grass may be constructed.

(ii) A good site shall be selected. High ground removed from jungle but well provided with trees shall be chosen wherever it is available. The neighborhood of tank, jungle, grass or weeds should particularly be avoided. Camps should not be established close to large cuttings of earth-work.

(iii) The lines of huts shall have open spaces of at least 10m. between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.

(iv) There should be no over-crowding. Floor spaces at the rate of 2.8 Sq.mt. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.

(v) The contractor must find out his own land. if he wants Government land, he should apply for it and pay assessment for it.

39.2 Drinking Water :

The contractor shall as far as possible, provide an adequate supply of chlorinated pure potable drinking water for the use of labourers. This provision shall be at the rate of not less than 45 liters per head. No provision need be made where there is a suitable nalla, river or well within 0.4 km of the camp. However arrangement should as far as possible, be made to chlorinate water by chlorinated tablets before it is allowed for drinking purpose.

39.3. The contractor shall construct semi permanent latrines for the use of Labourers

on the following scale, namely;

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

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

39.4 Privacy in latrines :

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

39.5 Notice to be displayed outside latrines and urinals :

(i) 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.

(ii) The notice shall also bear the figures of a man or of a women, as the case may be.

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

39.7 Latrines and Urinals to be accessible :

(i) The latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment.

(ii) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times

(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

39.8. Water for latrines and urinals :

Water shall be provided by means of pipes or taps or otherwise, and shall also be conveniently accessible in or near the latrines and urinals.

39.9 The contractor shall construct sufficient number of bathing places; every unit of 20 persons being provided with a separate bathing place.

(ii) Washing places should also be provided for the purposes of washing clothes. Every unit of 30 persons shall have at least one washing place.

(iii) such bathing and washing places should be suitably screened and separate places provided for male and female workers.

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

39.10. Drainage :

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

39.11 Medical facilities:

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

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

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

39.14 Precautions against epidemic : (i) The authorities in charge of the colonies should get the labourers inoculated against cholera and plague and vaccinated against smallpox at the time of recruitment, If they are not inoculated or vaccinated within 6 months or 3 years respectively prior to the date of recruitment.

(ii) When, in any labour camp there is an epidemic disease or is threatened with such an outbreak, the authorities in charge of the labour camps should ensure that all the inmates of the labour colonies are inoculated or vaccinated as the case may be, depending on the diseases, within 72 hours after the outbreak.

(iii) The authorities in charge of the labour colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day of the outbreak, to the Mamlatdar of the Taluka, the District Health officer or to the Deputy Director of Public Health in charge of that area and the Director of Public Health. Thereafter they should continue to send daily reports to the above officers in the prescribed form regarding the progress and control of the epidemic disease.

(iv) When the authorities in charge of the labour colony suspect or have reason to believe that any inmate of the labour colony is suffering from the infectious or contagious disease, they shall forthwith arrange for the segregation of such persons to isolated huts to be specifically provided for the purpose and also for their treatment.

(v) As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labour colonies should report promptly the occurrence of unusual incidence of cases of malaria and also inform the District Health Officers of the District, Deputy Director of Public Health (Malaria) and the Director of Public Health and also arrange to institute all necessary antimalarial measures as may be advised by the officials of the Public Health Department.

(iv) The authorities in charge of the colonies should also arrange to carry out any other measures that may be recommended by the officials of the Public Health Department necessary to prevent or control the spread of disease.

39. 15. Rest rooms:

(i) In every place where in contract labour is required to halt at night in connection with the contract works and in which employment of contract labour is likely to continue for three months or more, the contractor shall provide and maintain rest rooms or other suitable alternative accommodation within fifteen days of the employment of contract labour.

(ii) If the amenity referred to in sub rule is not provided by the contractor within the period prescribed, the employer shall provide the same within a period of fifteen days of the

expiry of the period laid down in the sub-rule (i).

(iii) Separate rooms shall be provided for women employees.

(iv) Effective and suitable provision shall be made in every room for securing and maintaining adequate ventilation for the circulation of fresh air and there shall also be provided and maintained sufficient and suitable natural or artificial lighting.

(v) The rest room or other suitable alternative accommodation shall be of such dimensions as to provide at least a floor area of 1.1 sq. mt. for each person making use of rest rooms.

(vi) The rest room or other suitable alternative accommodation shall be so constructed as to afford adequate protection against heat, wind, rain and shall have smooth, hard and impervious surface.

(vii) The rest rooms or other suitable alternative accommodation shall be at a convenient distance from the establishment and shall have adequate supply of wholesome drinking water.

39.16. Canteen Facilities :

(i) In every establishment of contract work and wherein work regarding the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are ordinarily employed, the adequate canteen facilities shall be provided by the contractor for the use of such contract labour within sixty days of the commencement of the employment of contract labour.

(ii) If the contractor fails to provide the canteen facilities within the time laid down the same shall be provided by the principal employer within sixty days of the expiry of the time allowed to the contractor and the Executive Engineer shall be entitled to recover expenses thereof from contractor's money due or to be due or his Security Deposit.

39.17. Accommodation in canteen :

(i) The canteen shall consist of at least dining hall, kitchen, storeroom, pantry and washing places separately for workers and for utensils.

(ii) (a) The canteen shall be sufficiently lighted at all times where any person has access to it.

(b) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour-washed at least once in each year, provided that the inside walls of the kitchen shall be lime-washed every four months.

(iii) (a) The premises of the canteen shall be maintained in clean and sanitary condition.

(b) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause nuisance.

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

39.18. Accommodation in dining hall :

(i) The dining hall shall accommodate at a time, at least 30% of the contract labour working at a time.

(ii) 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 per dinner to be accommodated as prescribed in sub-rule (1).

(iii) (a) A portion of the dining hall and service counter shall be partitioned and reserved for women workers, in proportion to their numbers.

(b) Washing places for women shall be separate and screened to secure privacy.

(iv) Sufficient table, stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in sub rule 1.

39.19 Equipment in canteen :

(i) (a) There shall be provided and maintained sufficient utensils, crockery, cutlery, furniture and any other equipment necessary for the efficient running of the canteen.

(b) The furniture, utensils and other equipment shall be maintained in a clean and hygienic condition.

(ii) (a) Suitable clean clothes for the employees serving in the canteen shall also be provided and maintained.

(b) A service counter, if provided, shall have a top of smooth and impervious materials.

(c) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.

39.20 Food stuff to be served :

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

39.21. Prices to be displayed :

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

39.22 Canteen to be run on "No profit no loss" basis:

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

(i) the rent for the land and building.

(ii) the depreciation and maintenance charges for the building and equipment provided for in the canteen.

(iii) the cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.

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

Clause 40.0 Amenities to labours engaged on concrete/asphalt work.

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

Clause 41.0 No discrimination of the labour :

The Contractor shall not show any discrimination between Harijan and other class of labourers/workers employed to carry out the work.

Clause 42.0 Employment of scarcity labour :

If Government declares a state of scarcity of famine to exist in any village situated within 16 kilo meters of the work, the Contractor shall employ upon such parts of the work, as

are suitable for unskilled labour, any person certified to him by the Executive Engineer or by any persons to whom, the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons, wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor.

Finances, Taxes valuation and Payments

Clause 43.0 Non refund of quarry fees & Royalties :

The contractor shall pay the royalty to the competent authority/ local body as per rules. The royalty charges paid shall not be refunded to the Contractor.

Clause 44.0 Income Tax / Goods & Service Tax (GST) & Other Taxes

44.1 The rates to be quoted by the contractor must be inclusive of all taxes prevailing on due date of bid submission.

However, any subsequent changes in the tax structure by Govt. after due date of bid submission will be compensated (+/-) on availability of submission of actual documentation. Contractor has to intimate Executive Engineer regarding changes occurred in the tax structure after bid submission. If contractor fails to provide such information and if any financial obligation may arise due to change in tax structure, same will be recovered from the contractor.

The Contractor shall apply fair means of stock maintenance and shall adopt accounting standards as may be prescribed under GST. For arriving at the difference in procurement prices due to introduction of GST, it will be open for the Corporation to ask for original invoices, LR, weigh bridge slips, payment details and such other documents as may be required for the purpose.

If there is reduction in overall tax burden then proportional benefit of that shall be passed on to the Corporation.

44.2 TDS Income Tax, TDS GST, Construction cess at the applicable rates and other taxes, if any imposed by State/Central Government from time to time will be recovered.

44.3 Contractor has to upload GSTR-1 under GST Act regularly. Corporation will examine GST amount paid to contractor as input tax credit in GSTR 2/A and GSTR 2/B. If Any input tax credit which is paid to the contractor as GST is not reflected in Corporation's account (GST no.) in GST portal, next any type of payment will not be made to the Contractor till the time the credit in the Corporation's GST account is available in the GST portal, and will be recovered along with interest from the contractor from any dues payable to them.

44.4 The contractor should produce a copy of the last return (GST and Income Tax) filed before the payment of the first R.A. bill. Otherwise the payment to the Contractor will be withheld. The contractor should also produce GST Registration No./PAN allotted by the Income Tax Department with the first R.A. bill.

44.5 Submission of GST invoice:-

બાંધકામ કરનાર એજન્સીએ નિગમ દ્વારા વિવિધ આઈટમોના ટેન્ડરમાં દર્શાવેલ સ્પેસિફિકેશન / બ્રાન્ડ મુજબના માલસામાનની જી.એસ.ટી. સાથેના બીલની નકલ પ્રોજેક્ટ સાઈટ પર જે તે માલ સામાન આવે ત્યારે તેની સાથે અલગથી રજુ કરવાની રહેશે.

"The contracting agency will be required to submit a copy of invoice as per GST Act at the time of delivery of materials at project site towards proof for the materials purchased as per the specification / brand as mentioned in the tender document of the corporation."

Clause 45.0 Bills to be submitted monthly

45.1 The contractor on submitting a monthly bill be entitled to receive payment proportionate to the part of the work done, approved and passed by the Corporation whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as advance payments for works actually done and completed and shall not preclude the Corporation from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of the claims, nor shall it conclude, determine, or affect in any way the power of the Corporation as to final adjustment of the accounts or otherwise or in any other way vary or affect the contract.

45.2 The rates for items of works shall be valid only when the items concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are accepted as not so completed, the Executive Engineer may make payment on account of such items at such part reduced rates as he may consider reasonable in preparation of final or on account bill.

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

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

45.5 Method of Payment

The contractor has to submit the following documents at the time of submitting first R.A. bill, failing which the payment of First R.A. Bill will be withheld:

1. Copy of Labour Licence.
 2. Copy of Provident Fund Registration.
 3. In case where labour Licence is not required, letter to this effect duly confirmed & signed by Executive Engineer.
 4. Letter stating status of firm whether individual, firm, Partnership firm or company, along with the copy of PAN issued by the Income tax authority.
 5. Goods & Service Tax Registration Copy. (GST)
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6. Workmen Compensation Policy

Payment to the Contractor shall be made by cheque/ RTGS/ NEFT drawn on any bank authorized by the Corporation. However, as stated in clause no. 35 along with other required documents copy of challans towards payment of P.F. dues (monthly basis) shall invariably be submitted along with all R.A. and final bill.

45.6 Advance payment for work done but not measured shall not be made.

45.7 Amounts due to recovery on account of other facilities as also for other services, water supply and electricity charges and for other expenditure, if any, incurred by the Executive Engineer on Contractor's behalf on labours and materials which may become due from the Contractor as per this Contract as well as under any other laws prevailing which may become due, will be recovered from the payments to the contractor as and when done.

Clause 46.0 Secured Advance to Contractor

46.1 Before any secured advance for materials is paid the contractor, the materials shall have to be tested for its quality in the laboratory. Contractor's request for such secured advance will be considered only after test results of materials are received and results are satisfactory. (As per Government circular No. SSR 1070-1B-191-22-S of 5-3-92).

46.2 Advance on security of materials brought to site will not exceed 75% of the value (as assessed by the Executive Engineer) of such material provided that they are of imperishable nature.

46.3 Recovery of advances will not be postponed until the whole of the work entrusted is completed. Secured advance will be recovered within 3 months from the month in which secured advance is given even if material is not utilized in work.

46.4 Secured advance is permissible on materials which are all actually brought on site and are required by the contractor for use on items of works for which rates for finished work have been agreed upon.

46.5 Secured advance will be given only on materials for which the full value is paid by the Contractor to the seller.

46.6 જ્યારે સીક્યોર્ડ એડવાન્સ આપેલ સરકારી માલ-સામાનમાં કામની સાઈટ ઉપર ઘટ માલૂમ પડે ત્યારે તેનો અહેવાલ કરવાની જવાબદારી ઈજારદારની રહેશે. આવી ઘટની જાણ ઈજારદાર દ્વારા હવાલાના ઈજનેરને તાત્કાલિક કરવાની રહેશે અને અને જો આવી જાણ ઈજારદાર દ્વારા હવાલાના ઈજનેરને તાત્કાલિક નહિ કરવામાં આવે તો કામની સાઈટ ઉપર માલૂમ પડેલ ઘટ કે ચોરીના બનાવમાં ઈજારદાર પોતે પણ પક્ષકાર છે તેમ ગણી તેની સામે પગલાં લેવામાં આવશે. ઉપરાંત કામ ઉપરના તાંત્રિક કર્મચારીઓ જેવા કે કારકુન, વર્ક આસીસ્ટન્ટ / સાઈટ ઈજનેર કે જેઓની પણ રીપોર્ટ કરવાની જવાબદારી છે તેઓએ માલ સામાન કામની સાઈટ ઉપરથી ઉપડી ન જાય તે જોવાનું રહેશે. તેમની જાણ બહાર જો માલ-સામાન ઉપડી જાય તો તેવા બનાવ બન્યે ત્રણ દિવસમાં રિપોર્ટ કરવામાં નિષ્ફળ જશે તો તેઓ સામે પણ જવાબદારી નક્કી કરવા પગલા લેવામાં આવશે. (મા.મ. વિભાગ ઠરાવ ક્રમાંક પી.ડબલ્યુ.એમ. ૧૦૮૦-યુ.ઓ. ૧૩ (૫), તા. ૨૪-૧૦-૧૯૮૦).

46.7 જ્યારે કોન્ટ્રાક્ટર તારણવાળી પેશગી લેવા ઈચ્છતો હોય ત્યારે તેને અરજી કરી નમૂના ૩૧ ગીરોખત કરવાનો રહેશે. આ અરજી જોડે માલ-સામાનની ખરીદીનું બીલ અથવા ઈન્વોઈસ/ ડીલીવરી ચલણ અરજી સાથે કરવાનું રહેશે. આવા ગિરોખતથી સરકારને તારણ વાળા માલ-સામાન ઉપર “લીખન” પ્રાપ્ત થશે અને કોન્ટ્રાક્ટર કામ ખોરંભે પાડે, માલ-સામાનમાં ઘટ, દુરુપયોગ કે ચોરીદારી તથા સલામતીની વ્યવસ્થાના અભાવે ખોટ કે ખર્ચ થાય તે સામે સરકારને રક્ષણ મળશે.

46.8 રૂપિયા ૫૦,૦૦૦ થી વધુ રકમનું સિક્યોર્ડ એડવાન્સ આપવાનું હોય ત્યારે આવા માલ સામાનની પૂરેપૂરી ચકાસણી કાર્યપાલક ઈજનેરશ્રીએ કરવાની રહેશે. (R & B D.G.R. No. P.W.M.-109040-13(5)-C, dated 24-04-92)

46.9 સિક્યોર્ડ એડવાન્સની રકમ જેટલી બેંક ગેરન્ટી ઈજારદારે રજૂ કર્યા બાદ જ સિક્યોર્ડ એડવાન્સ ચૂકવવામાં આવશે. (મા.મ. વિ.નો તારીખ ૦૪/૧૦/૯૭ નો ઠરાવ ક્રમાંક પી.ડબલ્યુ.એમ. ૧૦૯૦-યુ.ઓ.-૧૩ (પ)-સ.)

47.0 Certificate for Completion of work and final payment.

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

(i) (૧૦ કરોડ સુધીના કામ માટે) ટેન્ડર જોગવાઈ મુજબ કામ પૂર્ણ થયે વધુમાં વધુ દિન ૩૦ માં મેઝરમેન્ટ રેકોર્ડ કરવા અને ત્યાર બાદ દિન ૩૦ ની અંદર બીલ બનાવી વડી કચેરી ખાતે આદર કરવામાં આવશે.

(૧૦ કરોડથી વધુના કામ માટે) ટેન્ડર જોઈગાવઈ મુજબ કામ પૂર્ણ થયે વધુમાં વધુ દિન ૪૫ માં મેઝરમેન્ટ રેકોર્ડ કરવા અને ત્યાર બાદ દિન ૪૫ ની અંદર બીલ બનાવી વડી કચેરી ખાતે સાદર કરવામાં આવશે.

The final bill along with Record Plan shall be submitted by the Contractor within one month of the completion of work. Otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

(ii) The completion certificate shall be issued within two months from the date of final measurements subject to the contractor fulfilling his obligations as provided in the Contract and subject to the work being completed in all respects. When separate periods of completion have been specified for items or groups of items, the Executive Engineer shall issue separate completion certificate for such items or groups of items.

(iii) Completion certificate shall be signed & dated by the Executive Engineer.

(iv) No certificate of completion shall be issued nor shall the work be considered to be completed till the contractor shall have removed from the premises, on which the work has been executed, all scaffoldings, sheds and surplus materials, except such, as are required for rectification of defects; rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor for the workmen and cleared all dirt from all parts of building(s) in, upon or around which the work has been executed or of which he may have possession for the purpose of the execution thereof and cleared floors, gutters and drains, caged doors and mashes, oiled locks and fastenings labelled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the contractor shall fail to comply with any of the requirements of these conditions as aforesaid, on or before the date of completion of the works, the Executive Engineer may, at the expense of the contractor, fulfill such requirements and dispose of the scaffolding, or surplus materials and rubbish etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually released by the sale thereof less the Cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expenses of fulfilling such requirements is more than the amount realized by such disposal as aforesaid the contractor shall forthwith, on demand, pay such excess. The Executive Engineer shall also have the rights to adjust the amount of excess against any amounts that may be payable to the contractor, or from Security Deposit.

{v) At the time of payment of final bill, in case of handing over memo of the project duly signed by the competent authority is not submitted. The corporation will withheld Rs. 50000/- or 0.5% of the cost of work, whichever is more and this amount will be released only after submission of handing over memo.

Clause 48.0 Price Escalation and Price Variation (STAR RATE)

Price escalation and /or price variation (star rate) shall be payable on following terms and conditions only.

48.1 Price Escalation :-

- (i) Price escalation will be payable in case of project saving estimated cost put to tender more than Rs.125.00 lacs AND having stipulated time limit of more than 12 months.
 - (ii) No adjustment shall be done for the work done in first twelve months of the time limit. Adjustment payable or recoverable will be calculated for the remaining work done during the subsequent period after twelve months.
 - (iii) The sum of total price adjustment for (A) labour, (B) materials other than
-

cement and steel and (C) P.O.L. will be limited to 5% of estimated cost of work put to tender or actual work done, whichever is lower, less the cost of the materials supplied from the Corporation to the Contractor as Specified in 'Schedule-A' and cement, steel valued at input rates mentioned as under on which the sanctioned estimate is based.

<i>Quantity</i>	<i>Basic Rate</i>
Cement_____bags	Rs. _____ / bag
Mild Steel MT	Rs _____ / MT
TMT / HYSD bars_____MT.	Rs_____ / MT
CRS Steeli-----MT	Rs.-----IMT

Note:- (DTP in Which month and year Approved.....)}

- (iv) The quarter referred to in the above formula shall mean the quarter of the calendar year January to March, April to June, July to September and October to December. Even if the tenders are opened in the middle of a quarter, the average index for the calendar quarter will be considered. The same principle will be applied for identifying the quarter when the work is completed in the middle of the calendar quarter.
- (v) The value of the extra item will be excluded for the working out the value of 'R' in the below formula in all these cases.
- (vi) Intermediate payment of escalation to be made under these clause on each occasion shall be limited in a such manner that the total up-to-date payment of escalation will not exceed the proportionate percentage of ceiling of escalation as related to the proportionate value of the contract cost.
- (vii) Price adjustment shall be applicable only for the works that is carried out within the stipulated time or extensions thereof which are not attributable to the fault of contractor. No claims for price adjustment other than those provided herein shall be entertained.

Price escalation :for: {A} Labour (B) Materials and (C) P.O.L. The amounts payable to the contractor for the work done shall be adjusted for increase or decrease in the rate of labour / materials excepting those materials supplied by the Corporation as per 'Schedule-A' and P.O.L. as under.

- (A) Labour :-Increase or decrease in the cost due to labour shall be calculated quarterly in accordance with the following formula.

$$V_L = 0.75 \times \left[\frac{P_i}{100} \times R \times \frac{I - I_0}{I_0} \right] J$$

VL = Increase or decrease in the cost of work during the quarter under consideration due to change in rate for labour.

R = The value of work done in rupees during the quarter under consideration, after excluding the value of extra item and after deducting the cost of :

(i) Materials supplied by the Corporation to the contractor as specified in Schedule-A and

(ii) Value of cement and steel brought by the contractor, valued at star rate plus the increase/decrease for which price escalation is done under clause 48.2 (i.e. price variation (star rate)).

io = The average consumer price index for industrial workers for the quarter in which tenders were opened (as published in*)

i = The average consumer price index for industrial workers for the quarter under consideration.

pl = Percentage of labour component - 51% of the item

* This refer to average consumer price index (wholesale) for industrial workers as applicable to (as per below) as published by Govt. of India, Ministry of Labour Bureau.

As applicable to Ahmedabad for the works under Ahmedabad, Surendranagar, Gandhinagar, Arvalli, Banaskantha, Mehsana Patan, Sabarkantha, Kheda and Anand districts, as applicable to Vadodara for the works under Vadodara, Chhotaudepur, Dahod, Mahisagar and Panchmahal districts, as applicable to Surat for the works under Bharuch, Surat, Narmada, Navsari, Tapi, Valsad and dang districts, as applicable to Bhavnagar for the works under Amreli, Bhavnagar, Botad, Junagadh, Girsomnath, Porbandar districts, and as applicable to Rajkot for the works under Rajkot, Devbhoomi dwarka, Jamnagar, Morbi, and Kutchh districts

- (B) Materials other than Cement and Steel:- The increase or decrease in the cost of material other than cement and steel shall be calculated quarterly in accordance with the following formula.

$$VM = 0.75 \times \left[\frac{pm}{100} \times R \times \frac{i - io}{io} \right]$$

VM = Increase or decrease in the cost of work during the quarter under consideration due to change in rate for material.

R = The value of work done in rupees during the quarter under consideration, after excluding the value of extra item and after deducting the cost of

(i) Materials supplied by the Corporation to the contractor as specified in Schedule-A and.

(ii) Value of cement and steel brought by the contractor, valued at star rate plus the increase/decrease for which price escalation is done under clause 48.2 (i.e. price variation (star rate)).

io = The average wholesale price index (all commodities) for the quarter in which tenders were opened (as published in @)

i = The average wholesale price index (all commodities) for the quarter under consideration.

pm = Percentage of material component 44% of the item

@ = for material wholesale price index as published by office of the economic advisor should be refer to.

- (C) P.O.L. (Petrol / Diesel, Oil & Lubricant) :- The increase or decrease in the cost of Petrol / Diesel, Oil & Lubricants shall be calculated quarterly in accordance with the following

formula.

$$VPOL = 0.75 \times \left[\frac{pd}{100} \times R \times \frac{D - D_o}{D_o} \right] J$$

VPOL = Increase or decrease in the cost of work during the quarter under consideration due to change in rate of Petrol/Diesel, Oil & Lubricant (POL).

R = The value of work done in rupees during the quarter under consideration, after excluding the value of extra item and after deducting the cost of
(i) Materials supplied by the Corporation to the contractor as specified in Schedule-A and.

(ii) Value of cement and steel brought by the contractor, valued at star rate plus the increase/decrease for which price escalation is done under clause 48.2 (i.e. price variation (star rate))

D_o = The average price of high speed diesel (HSD) fixed by Government of India approved petrol pump agency at Gandhinagar is to be carried out for the quarter in which the tender were opened.

D = The average price of high speed diesel (HSD) fixed by Government of India approved petrol pump agency at Gandhinagar is to be carried out for the quarter under consideration.

pd = Percentage of P.O.L. component 5% of the item

48.2 Price Variation (Star Rate) :

A. For Steel :

The amount payable to the contractor for the work done involving use of steel when these materials are not supplied by the corporation per schedule A shall be adjusted for increase or decrease in the rate of these materials as under:

The star rates for mild steel and tor steel to be brought by the contractor at work site shall be considered as below.

Quantity	star Rates	DTP in Which Month Approved
Mild steelMT	Rs.....per MT.
TMT/HYSD/SteelMT	Rsper MT.
CRS Steei-----MT	Rs-----per MT	-----

{The above star rate are linked with Reserve bank of India price index for steel for the month in which the DTPs are approved}

The month in which DTPs are approved will be specified in the tender document.

Star rates should be mentioned in the tender copy as under.

1. For steel TMT/HYSD rate of SAIL should be obtained for the month in which the DTPs are approved and mentioned as star rate before issue of tender copy.
2. For basic index specific month in which the DTPs are approved should be mentioned before issue of tender copy.

The Fluctuations in rates of steel shall be adjusted in the bills payable to the contractor as under.

$$A = B \times \left[\frac{C1}{C0} - 1 \right] \times D$$

A = Difference of amount payable or recoverable.

B = Star rate of steel, (As per above (1))

C1 = The (quarterly) average corresponding index for steel for the quarter under Consideration (as published in monthly bulletin of Reserve Bank of India).

C0 = Price index of steel for the month in which DTPs are approved. (As published in monthly bulletin of Reserve Bank of India).

D = Quantity of Steel actually brought by the contractor on site of work and consumed in the work during the quarter duly supported with bills as recorded in M.B. (Measurement Book).

B. For Cement:

$$A = B \times [(L1/L0) - 1] \times Q$$

A = Difference of amount payable or recoverable.

B = Star (basic) rate of cement, As per cement rate for project work in the market for the month in which DTPs approved & as centered.

L1 = The (quarterly) average corresponding index for the quarter under consideration (as published in monthly bulletin of Reserve Bank of India).

L0 = Price index of cement for the month in which DTPs are approved. (As published in monthly bulletin of Reserve Bank of India).

Q = Quantity of cement actually brought from open market by the contractor on site of work and consumed in the work during the quarter duly supported with bills as recorded in cement consumption register.

Price variation (star rate) as per above shall be applicable only for the works that is carried out within the stipulated time or extensions thereof which are not attributable to the contractor. No claims for price adjustment other than those provided herein shall be entertained.

Clause 49.0 Recoveries of Claims and Set-off Clause

Any sum of money due and payable to the Contractor (including the Security Deposit returnable to the contractor) for executing any work of the Corporation shall be appropriated and shall be set off against any claim of the Corporation for the payment of a sum of money arising out of or under any other contract made by the contractor with the Corporation. When no such amount for purpose of the recovery from the contractor against any claim of Corporation is available, such a recovery shall be made from the contractor as arrears of land revenue without prejudice to other legal remedies.

Clause 50.0 Time limit for unforeseen claims

The Contractor shall not be entitled to any compensation from the Employer on any account unless where allowed by the condition of this contract. In such cases, the Contractor shall have to submit a claim in writing to the Executive Engineer within one month of the cause of such claim occurring.

Clause 51.0 Schedule of Quantities and Extra Items

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

51.2 The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being, less than those entered in the tender. However, in the case of when the quantities of any item exceed the quantities as in the tender by more than 10%, the contractor will be paid for the quantity in excess of 10% at the rate entered in Schedule of Rates of the year during which the excess in quantity is first executed or tendered rate, whichever is less.

- i.e (A) Excess in quantity up to 10% -----Tendered rate will be paid
 (B) Excess in quantity more than 10%----- Rate entered in the SOR of the year during which the excess in quantity is first executed or tendered rate, whichever is less

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

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

(ii) If the rate cannot be derived in accordance with (i) above, such class of works shall be carried out at the rate entered in the Schedule of Rates of Roads and Building Department or of Gujarat Water Supply and Sewage Board Division for the year in which the tender was received, increased or decreased by the percentage by which the tender amount is more or less as compared to the amount arrived at the rates in the "Schedule of Rates" of Roads and Building Department or of said GWSSB and in the year in which the tender was received. If the said schedule of the Rates does not contain all the items the percentage increase of the tender shall be calculated considering such items which are included in the said "Schedule of Rates".

(iii) If it is not possible to arrive at the rate from (i) and (ii) above, such class of work shall be carried out at the rate decided by the Superintending Engineer on the basis of detailed rate analysis after hearing the contractor before the Managing Director of the Corporation.

51.4 If the additional or altered work, for which no rate is entered in the said

"Schedule of Rates" of Roads and Building Department or Gujarat Water Supply and Sewage Board Division is ordered to be carried out before the rate is agreed upon, then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate, which it is his intention to charge for such class of work and if the Engineer in charge does not agree to this rates, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider it advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein mentioned, then in such cases he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Executive Engineer. In the event of the dispute, the decision of the Managing Director of the Corporation shall be final.

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

Clause 52.0 No claim for any payment of compensation or for restriction of work

If at any time after the execution of the contract the Corporation for any reason whatsoever, does not require the whole or part of the works, to be carried out, the Executive Engineer shall give notice in writing to that effect to the Contractor. The Contractor shall not have claim to any compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of such works.

Thereupon, the Contractor shall be paid at contract rates for works executed and a reasonable amount as certified by the Executive Engineer for the items here under mentioned which could not be fully utilized on the work because of the foreclosure.

(a) Preliminary site work such as temporary access roads, temporary labours huts, staff quarters and the site offices storage accommodation and water storage tanks.

(b) Contractor's materials either brought to site or for which the Contractor is legally bound to accept delivery from the suppliers, provided however, that the quantities of such materials are not in excess of reasonable requirements of works. If the Contractor Wishes to take away some of the materials, the Executive Engineer may permit him to do so.

(c) No compensation will be given to contractor for delay in R.A./Final bill Payment from corporation & no time limit extension will be granted on this ground.

The contractor shall, if required, by Executive Engineer, furnish him books of account and other relevant documents, as may be necessary to enable him to certify the reasonable amount payable under this condition.

Clause 53.0 Extension of time :

(i) If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered whichever is earlier and the Executive Engineer may, have to submit the time limit extension proposal with his opinion, believe that there are reasonable grounds for granting an extension,

then the competent Authority of the corporation grant such extension, as think necessary or proper. The decision of the Competent Authority of the Corporation in this matter shall be final.

(ii) Extension of Time limit will be given maximum for three times for valid reasons. Even after expiry of third extension, agency fails to complete the work for any reason in extended time limit, further extension will be given, and penalty equal to 3% (three percentage) of contract value shall be recovered from the contractor. This penalty shall be over and above liquidated damages referred to in Clause No. 56.

Clause 54.0 Force Majeure

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

Note : "Unprecedented flood" means the flood crossing the High Flood Level during preceding ten years.

Clause 55.0 Action when the progress of any particular portion of the work is unsatisfactory.

If the progress of any particular portion of the work under Contract is unsatisfactory, the Executive Engineer shall, notwithstanding that the general progress of the work is satisfactory, in accordance with Clause 56 be entitled to take necessary action under Clause 57, after giving the Contractor ten day's notice in writing and the contractor shall have no claim whatsoever for any compensation for any loss caused to him due to such action.

Clause 56 - Liquidated damages for delay:

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

Time	Percentage of work (Financial)	Rate of deduction of Deposit / Liquidated Damages, as the case may be
25%	10%	0.1%
35%	20%	0.1%
50%	40%	0.1%
60%	55%	0.1%
75%	80%	0.1%
100%	100%	0.1%

b) However, if the contractor fails to meet any of the milestone both in time (e.g. 25% for first milestone) and corresponding Financial progress (e.g. 10% for first milestone) as mentioned above,

amount to be retained at the rate of 0.1 percentage of that milestone value per day till said designated part (s) is completed. In case, if the contractor executes and meet the subsequent milestone criteria, then the earlier retained amount shall be released. However, such retention / release for the slippage of subsequent/other milestones shall be applicable in the similar manner.

- c) However, if the contractor meets any of the next milestones of Financial completion of work within the corresponding time limit as per the table above, the amount kept as deposit as per para (b) above, shall be returned to the contractor after completing that milestone.
- d) If the contractor does not complete the entire work under the scope on the date of Completion, (i.e. 100% of the Financial progress at the end of 100% of the time of completion), Liquidated damages at the rate of 0.1% of the actual amount of work completed per day of delay, subject to maximum amount of 10% of the actual amount of work completed shall be recovered from the contractor. In such case, the amount retained as deposit, if any, shall be adjusted against the final amount of liquidated damages levied on delay in 100% completion of the work.
- e) In case the time limit for completing the work is extended under any circumstances by Corporation, the milestone for completing the works will get changed according to the table as specified in Clause (a) above. Subsequently in event of any amount deposited as per Clause (b) above shall be released to the contractor to that extent. But in case, the work is not completed within the extended time limit, the liquidated damages shall be payable as 0.1% of the actual amount of work completed per day subjected to the maximum amount of 10% of the actual amount of work completed.
- f) Delays requiring recovery of liquidated damages of ten percent of the contract value for performance shall be sufficient cause for termination of contract and for forfeiture of security deposit including amount of performance bond/security and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases.

Clause 57 Action in case of breach of the contract by the Contractor.

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

If the contractor fails to take satisfactory corrective action within ten days after receipt of such notice, the Executive Engineer on behalf of Corporation shall terminate the contract in whole. In case, the entire contract is terminated, the amount of available security deposit, guarantee bond and liquidated damages, if any, together with the value of work done but not paid for, shall stand forfeited to the Corporation. The plants, equipment and materials, held under this clause shall then be at the disposal of the Corporation to recover the amount equivalent to balance liquidated damages and contractor shall be debarred from tendering future works of the Corporation for three years from the date as fixed in all such cases. Corporation may recommend to concerned authority of the Government to keep the registration

of the contractor in abeyance.

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

Clause 58.0 Works to be under directions of the Superintending Engineer.

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Corporation, who shall be entitled to direct at what point and in what manner they are to be commenced and from time to time carried on. The decision of the superintending Engineer on the following issues shall be final and binding to both the parties.

- (1) Suitability of materials to be used.
- (2) Acceptability of Workmanship.
- (3) Quality of items of work.
- (4) Suitability of the Contractor's Engineer Representative.
- (5) Mode of Measurement.
- (6) Interpretation of specifications and drawings.

Clause 59.0 Disputes to be referred to Arbitration Tribunal

The dispute relating to this contract, to any matter, whether such disputes, arise during the progress of the work or after the completion or abandonment thereof, shall be referred to the statutory "Gujarat Public Works Disputes Arbitration Tribunal", Ahmedabad.

(a) The reference to arbitration proceedings under this Clause shall not :-

(i) affect the right of the Engineer-in-charge under clause 57.0 to take possession of all or any tools, plants, materials and stores in or upon the works or site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof.

(ii) Preclude the Engineer-in-charge from utilizing the materials purchased by the Contractor in any work or from removing such materials to other place, during the period, the work is stopped or suspended in pursuance of notice given to the contractor under Clause 52.0.

(iii) entitle the Contractor to stop the progress of the work or the carrying out the additional or altered work in accordance with the provisions of Clause 51 or Clause 16 as the case may be.

SECTION- 4

Schedule A for completion of Designated Part or Percentage of work

(See Clause No. 56)

Section- 3

Time schedule, for completion of different designated parts of the work and rate of deposit or liquidated damages to be paid by the Contractor, if he fails to complete the part of work within stipulated time limit is as detailed below:

Time Schedule of Completion		Rate of deduction of Deposit / Liquidated Damages, as the case may be
Percentage of time of the total time limit	Percentage of work to be completed	
25%	10% of Contract Value	0.1%
35%	20% of Contract Value	0.1%
50%	40% of Contract Value	0.1%
60%	55% of Contract Value	0.1%
75%	80% of Contract Value	0.1%
100%	100% of actual cost of completed work	0.1%

Signature of the Contractor

Signature of the Authorised
Officer of the Corporation

Schedule B showing items and Rates of Works to be carried out :

Items No.	Description of item	Quantity	Unit	Tendered rates in		Total amount According to estimated quantities Rupees (column 3x 5)
				words	figures	
1	2	3	4	5	6	7
				«;		

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

*Estimated amount

* Estimated amount

Put to tender Rs.....

Put to tender Rs.

Deduct..... percentage below Rs.....

Add percentage above Rs.

Net Rs.....

Net Rs.

In words

In words

Note 1 -All work shall be carried out as per Public Works Department Handbook and other specifications of Corporation or as directed.

Note 2 -All the columns in the Schedule should be filled in with ink or ball pen and the total of the entries in the last column should be returned by the contractor under his signature.

Note 3- Rates quoted include clearance of site (prior commencement of work and at its close) in all respects and hold good for work under all conditions, site, moisture, weather etc.

Note4- To be continued on additional sheets, if found necessary.

Signature of the contractor:

Signature of the Authorised Officer of the Corporation.

Format of ..No defect and satisfactory maintenance certificate..

(1}

No Defect and Satisfactory Maintenance Certificate

To,
The Managing Director,
Gujarat State Police Housing Corporation Limited
Gandhinagar.

This is to certify that the work of _____ at: _____
district _____ is carried out & completed satisfactorily by M/s. _____
----- Nodefects are noticed.

Date:

Place:

Signature of the Concerned Police / Jail Officers
with seal

SECTION - 5 DRAFT AGREEMENT

This Agreement made on the day of 200 between the Gujarat State Housing Police corporation Limited (hereinafter called the Corporation of the one part and (hereinafter called "the Contractor") of the other part.

The Corporation has accepted a tender submitted by the Contractor for constructing (name of work)

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

- a) Tender document (Percentage rate form No. B-1)
- b) The specifications and drawings.
- c) The Schedules and Annexures.
- d) Tenderer's proposal as accepted by the Corporation.
- e) Letter of Negotiations dated and or all addenda or modifications to the above and
- f) Letter of Acceptance of Tender.
- g) Notice Inviting Tender.

3. In consideration of the payments to be made by the Corporation to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Corporation to complete construction in conformity in all respects with the provisions of the contract.

4. The Corporation hereby covenants to pay the Contractor Rs..... ..
(in figures) Rs..... ..

(in words) or such other sum as may be arrived at under the relevant provision of the contract relating to payment by final measurement at accepted tender rates in consideration of the Construction and completion of the work at the times and the manner prescribed by the contract.

In witness thereof the parties have hereinto set their respective hands and seals on the day and year first above written.

Signed and sealed and Delivered by:

(For Contractor)

Inthe capacity of

.

on behalf of

in the presence of

Signed and sealed and Delivered by:

(for Corporation)

in the capacity of

on behalf of Gujarat State Police Housing Corporation

In the presence of

Superintending Engineer

G.S.P.H.C. LTD

Gandhinagar.



SECTION- 6

ANNEXURE-1

Necessary details may be filled in here or can be submitted in electronic form separately

LIST OF WORKS COMPLETED BY THE TENDERER

Sr. No.	Name of work	Place and Name of the Employer	Contract amount	Cost on completion	Original time limit in months	Time taken in months to complete the work	Reason for delay in completion & Remarks
1	2	2a	3	4	5a	5b	6

Date:

Signature of the Tenderer

Note : Necessary certificates from the Employer under whom the works were completed shall have to be submitted in a scan copies in electronic form as certified true copy.

Necessary details may be filled in here or can be submitted in electronic form separately

ANNEXURE-2/SCHEDULE-E

DECLARATION REGARDING WORKS ON HAND WITH THE TENDERER

Sr. No.	Name of work	Place	Contract amount	Date of Issue of work order	Stipulated period of completion in months	Amount of work done on date of filling	Brief details of delay If any	Remarks (Name of Employer)
1	2(a)	2(b)	3	4	5	6	7	8

Date :

Signature of Tenderer

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

Note 2 : Necessary certificates from the Employer under whom the works were completed shall have to be submitted in a scan copies in electronic form as certified true copy.

ANNEXURE-3/SCHEDULE-D

Plants and Equipments Available for use on this work

Details of Tenderer's Plants and Equipments immediately available with the tenderer for use on this work.

(Following information for each type of equipment shall be furnished)

1. Name of Equipment
2. Number of Units
3. Kind or make
4. Country
5. Capacity
6. Year of manufacture and date of purchase
7. Normal life specified by the manufacturer
8. Number of actual working hours
years/kilometers put in by the machine
9. Present Location
10. Remarks

Date:

Signature of Tenderer

ANNEURE-4

Plants and Equipments to be procured

Details of Plants and Equipment to be procured for the work if awarded
(Following information for each type of equipment should be furnished)

1. Name of Description of Plant and Equipment
2. Number of Units
3. Kind or make
4. Name of Manufacturer and Country
5. Capacity
6. Approximate cost in rupees at work site
7. Remarks

Date:

Signature of Tenderer

ANNEXURE-5/SCHEDULE-C

Details of key Technical Supervisory and Administrative Personnel {By type & level)

Particulars	Key Technical Supervisory and Administrative Personal and Consultants.	
	Already in employment by the tenderer	Proposed to be Employed for the work
1	2	3

1. Individual's Name
2. Qualification
3. Assigned position.
4. Professional Experience and details of works carried out
5. Years with the firm

Date :

Signature of tenderer

Necessary details may be filled in here or can be submitted in physical form separately

ANNEXURE-6

Indenture for Secured Advances

(For use in case in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

THIS INDENTURE made the _____ day of _____ 200_____
BETWEEN (hereinafter called the contractor which expression, shall where the context so admits or implies be deemed to include his executors, administrators and assigns) of the one part and the Gujarat State Police Housing Corporation Limited (hereinafter called the Corporation which expression shall where the context so admits or implies be deemed to include his successors in office and assignees) of the other part.

WHEREAS by an agreement number _____ and dated _____
_____ - (hereinafter called the said agreement) the contractor has agreed to perform the contract and WHEREAS the contractor has applied to the Corporation that he may be allowed advance on the security of materials absolutely belonging to him and brought by him to the site of the works subject to the said agreement for use in the construction of such of the works as he has undertaken to execute at the rates fixed for the finished work (inclusive of the cost of materials, labour and other charges) and whereas the Corporation has agreed to advance to the contractor the sum of Rupees _____
_____ on the security of materials, the quantities and other particulars of which are detailed in part II of a Running Account Bill (B) for said works signed by the Contractor on _____ and the Corporation has reserved to itself the option of making any further advance or advances on the security of other materials brought by the contractor for the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees _____ on or before the execution of these presents paid to the Contractor by the Corporation (the receipt where of the Contractor both acknowledge} and of such further advances (if any} as may be made to him as aforesaid the Contractor do hereby covenant and agree with the Corporation and declare as follows :

(1) That the said sum of Rupees _____ so advanced by the Corporation to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said work and for no other purpose whatsoever.

(2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by the Corporation as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor indemnifies the Corporation against all claims to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said work in accordance with the direction of the Project Manager (hereinafter called the Engineer-in-charge _____) and in the terms of the agreement.

(4) That the Contractor shall make at his own cost all necessary adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer-in-charge or any office authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or deteriorated in a greater degree than is due to reasonable use and wear thereof, the Contractor will forthwith replace the same with other materials of like quality and make good the same as required by the Engineer-in-charge.

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Engineer-in-charge or his subordinate authorized by him on that behalf.

(6) That the advance shall be repayable in full within three months from the month of payment of such advance.

(7) That if the Contractor shall at any time make any default in the performance or observance in respect of any terms and provisions of the said agreement or of these presents, the total amount of the advance or advances that may still be owing to the Corporation shall immediately on the happening of such default be repayable by the Contractor to the Corporation together with interest thereon at twenty percent per annum from the date of respective payment of such advance to the date repayment and with all costs charges, damages and expenses incurred by the Corporation in or for the recovery thereof of the enforcement for this security or otherwise by reason of the default of the Contractor. The contractor hereby covenants and agrees with the Corporation to repay and pay the same respectively to him accordingly.

(8) That the Contractor hereby charge all the said materials with the repayment to Corporation of the said sum of Rupees _____ and any further sum or sums advanced as aforesaid all and costs, charges damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that not with standing anything in the said agreement and without prejudice to the powers contained therein if and wherever the covenant of or payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid in accordance wherewith, the Corporation may at any time thereafter adopt all or any of following courses it may deem the best :

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he will pay the same to the Corporation on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys realizing and pay over the surplus (if any) to the contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit bank Guarantee for this Secured Advance or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement, the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for, the same shall be referred to the Superintending Engineer of the Corporation whose decision shall be final.

In witness whereof the said _____ and _____ by the order and under the direction of the Corporation have hereinto set their respective hands and seal the day and year first above written.

Signed, Sealed and delivered by _____ the said contractor in the presence of _____

In the presence of
:Witness Name :
Address:

Signature of the Contractor /Agency
Name
Address

Signed by
under seal of
Gujarat State Police Housing Corporation Limited.

In the presence :

Signature

Witness Name

Address

Necessary details may be filled in here or can be submitted in electronic form separately

ANNEXURE-7

INFORMATION OF PARTNERS

Sr. No.	Name (s) of person/partner/ Director of company	Full address of the place of business (with pin code)	Telephone No.(s) (office)	Residential address(es)	Telephone No.(s) (Resi.) and Mobile. No.	Full address of Income Tax office ward where Income Tax return is filed. Along with PAN
1	2	3	4	5	6	7

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

Place:

Date:

Signature of Tenderer

3000 Copy, February-2023