

decided by the Engineer in charge.

- 25.0 All statutory Taxes deductible at source under various acts and notifications by Government shall be deducted while making payment for which T.D.S. certificate shall be issued.
- 26.0 **Declarations :** The tenderer will have to make declaration enlisted in the form attached herewith and shall affix his signature to the form in token of correctness of declarations made therein. (G.R., R & BD NO. TNC-IIB-22(10)-C, dated 24/5/90 should be referred to)

DECLARATION FORM

- (i) I/We here by declare that I/ we have visited the site and fully acquainted my self / ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting this tender.
- (ii) I / We hereby declare that I/We have carefully studied the conditions of contract, specifications and other documents of this work and agreed for executing the same accordingly.
- (iii) We agree to receive payments, if delay is due to late receipt of grant-in-aid from Government for panchayat works. (Applicable to panchayat works only.)

DECLARATION CERTIFICATE (G.R. dated 4/2/89 as revised by G.R. No.TNC-1083/6681/4/C, dated 31/8/1994)

- (ii) I/We hereby declare that my/ our near relative are not working in this division or in its sub-division as an Ex. Engineer, Deputy Executive Engineer, Assistant Engineer, Additional Assistant Engineer, overseer, Divisional Accountant, Store keeper, Manager of Atithi / Vishram Gruha and in the circle as a Superintending Engineer in addition for Panchayat works not working not having posting as chairman of P.W. committee or as incumbant in Jilla Panchayat at today.
27. If the tender rate of any item is higher by more than Ten percentage of the offered tender premium or rebate based percentage the payment of such item/s in running bills shall be made at the sanctioned estimated rate plus/minus percentage of accepted tender plus five percent of sanctioned estimated rate. The amount so withheld shall be released in running bills in proportion to financial progress of items for which abnormally low rates are tendered. If no abnormally low rates are tendered, the amount so withheld shall be released in running bills in proportion to the progress of work. (R&B circular No. PARACH-102008-61-C, dated 27-11-08 and of even number dated 3-5-2013).

28. Additional instruction regarding Security Deposit (Clause-1)

- 28.1 The Full amount of Security Deposit deducted in cash from running bills will be released proportionally as indicated in table below on production of Bank Guarantee of schedule Bank provided the contractor produces Bank Guarantee for the period of six months beyond the stipulated period of completion of work. Further if the time limit of contract is extended the period of Bank Guarantee shall have to be extended for six months beyond the proposed extension of time limit and the contractor shall have to furnish the undertaking for this alongwith the application for extension in time limit.

Table of proportionate release of Security Deposit :

| Sr. | Monetary Progress | Portion of Security Deposit to be released | Against production of Bank guarantee of |
|-----|--------------------|---|---|
| 1. | 25% of Tender cost | Equal to the amount retained from Running Bills or 0.625% of the estimated cost of work, whichever is less. | Equal to the amount to be released |
| 2. | 50% of Tender cost | Equal to the amount retained from Running Bills or 1.25% of the estimated cost of work, whichever is less. | Equal to the amount to be released |
| 3. | 75% of Tender cost | Equal to the amount retained from Running Bills or 1.88% of the estimated cost of work, whichever is less. | Equal to the amount to be released |

- 28.2 It will have to be ensured that Ten percent amount of security deposit in any form as permissible above is kept available with the employer till the actual date of completion of work. (Vide as per R & B Circular No. TNC - 10-2013-3-(Part-2)-C dated 20-11-2013)

Dated: _____

Place: _____

Signature of the contractor :

કર્મચારી સહી :

(Digital Signature of Contractor with Seal)

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

SECTION -2

TENDER FOR WORKS

I/We hereby tender for the execution of the work specified in the underwritten memorandum for the Government of Gujarat (herein before and hereinafter referred to as the Government) at the tendered rates specified by me / us in schedule showing items and rate of works to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in this tender and in clauses of the annexed conditions.

MEMORANDUM

| | |
|---|-------------------------------|
| 1. General Description of work (If it includes sub Works, the details thereof will be given separately) | As per page No.1 Face - sheet |
| 2. Estimated Cost | Rs. |
| 3. Earnest Money | 1% Rs. |
| 4. Security Deposit * | 10% |
| (i) In the form of small Savings or Narmada Bonds (of minimum one year time limit) | 2.5% Rs. |
| (ii) To be deducted from bills ** (Deduction at rate of 5% from each Running Bill shall be made till stipulated maximum amount is recovered). | 2.5% Rs. |
| (iii) Performance bond of schedule Bank | 5% Rs. |
| Total | 10% Rs. |

* Vide R & GD G.R. No. TNC-1088 - 1B/1 (13) /C dated 4/5/1993 & revised vide G.R. No. TNC - 1088/1B/18/ (13)-C, dated 31/8/94 & TNC-10-2013-3-(Part 1)-C dated 19-11-2013.

** The Security deposit @ of 5% should be deducted, so that full security deposit amount is recovered by the time 50% Progress is made in the work.

5. Time Limit Months.

Signature of the contractor :

કર્તાલક્ષ્મી સહી :

Signature of the Executive Engineer :

કાર્યપાલિક ઉજ્જવેર-ની સહી :

Deposit furnished in the form of interest bearing document as per Item .4 (i) can further be extended for renewal if so desired and communicated by the Contractor in writing before one month from the date expiry date. Similarly Cash Deposit deducted as the Item No.4(ii) can also be converted into interest bearing fixed term securities of schedule and Nationalised Banks, if so desired and communicated by the contractor in writing.

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of the contract annexed here to so far as applicable and in default thereof to forfeit and pay to Government in Office the sums of money mentioned in the said conditions.

(Receipt No. _____ dated _____ from the Government Treasury or Sub-Treasury at _____ in respect of Sum Rs. * _____

to Government should I / We not deposit the full amount of security deposit specified in the above memorandum in accordance with Clause I of the said conditions, otherwise the said sum of above Rs. _____ Shall be refunded)

Date :

Place :

*Digital signature of the contractor

** Signature of the contractor

(Witness)*** (At the time of execution of contract document)

Name and Address _____

(Occupation) _____

* Digital signature of contractor before submission of tender.

** Signature of the contractor of the time of execution of contract document.

*** Signature of witness to Contractor's signature at the time of execution of Contract document

The Above tender is hereby accepted by me on behalf of the Government of Gujarat dated the _____ day of _____ 20 _____

Signature of The Executive Engineer,
_____ Division

Signature of the contractor :
કર્તાકર્તાની સહી :

Signature of the Executive Engineer :
કાર્યવાહક ઇજનેરની સહી :

TERMS & CONDITIONS OF CONTRACT

CLAUSE 1 Security Deposit : 1.1 Security Deposit is required to be furnished by the contractor as guarantee money for performance of the contract and observance of Contract Conditions.

1.2 The person/persons whose tender is accepted (hereinafter called the " Contractor " which expression shall, unless excluded by, or repugnant to the context include his Legal heirs, executors, administrators and assignees shall pay the total amount of Security Deposit :

(a) In respect of the tender upto Rs. Thirty lacs, equal to 5 (Five) percent of the estimated cost of the work put to tender.

(b) In respect of the work above thirty lacs, equal to 10 (Ten) percent of the estimated cost of the work put to tender.

1.3 In respect of the tenders upto Rs. 30 lacs the contractor shall pay Five percent of security deposit in two parts as tender.

Part - I :- 2.5 percent in the form of Narmada Bond of Sardar Sarovar Narmada Nigam Ltd. or in any form of National Small saving (N.S.S.) Schemes or F.D.R. of any Schedule Bank to be paid within 10 days from the date of receipt of Acceptance letter of his offer.

Part II :- 2.5 percent in the form of cash / Security Deposit to be deducted from Running Bills that become payable to the contractor from time to time.

1.4 In respect of the tenders above Rs. thirty lacs the contractor shall pay first five percent of Security Deposit as specified in part 1.3 above and for the remaining five percent, the contractor shall have to give Performance Bond to be produced within 10 days from the date of receipt of acceptance letter of his offer.

1.5 The Work-order to commence the work shall be issued only after the security deposit as per Para 1.3 and 1.4 is paid / furnished by the tenderer. If the tenderer fail to produce the security deposit as above the earnest money paid by him shall be forfeited and his registration shall be held in abeyance for three years from the date of such default as per Clause-3.

1.6 All compensation, Liquidated damages or other sums or money payable by the contractor to Government under the terms of this contract shall be deducted from or recouped by the realisation of a sufficient part of his security deposit, or from the interest arising therefrom or performance bond or from any sums which may due or may become due by Government to the Contractor on any account whatsoever and whether in respect of this contract, any other contract, or otherwise. In the event of his security deposit being reduced by reason of any such deduction or recoupment as aforesaid, the contractor shall within ten days thereafter, make good in cash or in Government securities transferred as aforesaid any sum or sums required to make good the shortfall in the amount of the security deposit.

1.7 The portion of security deposit deducted at 2.5 percent from Running Bills as Security Deposit can be converted into interest bearing securities or F.D.R. of Schedule Bank in the Name of Executive Engineer provided that the recovery of full amount of 2.5 % is made and that the contractor has expressly desired this in writing.

1.8 Fifty percentage of the Security Deposit alongwith performance bond shall become refundable within fifteen days after the final completion certificate is issued as per Clause-7. This action will be taken by the Executive Engineer and no proposal from Deputy Executive Engineer will be necessary. All dues under this contract or other contract, or otherwise shall be recovered from the aforesaid amount of fifty percentage of the said security deposit and the balance shall be refunded within fifteen days after the final certificate is issued as per clause 7. The remaining fifty percentage of the security deposit shall be refunded after the expiry of the Defect Liability period as per clause 17 and 17-A after deducting therefrom the amount of expenses, if any, due to Government under this contract. However before release of balance of Security Deposit, the undertaking should be obtained from the contractor that he has paid royalty on mining materials and still if any dues for royalty charges are to be paid, he undertakes to pay the same to the concerned Authority. "No due certificate" from Royalty Collecting Authority should not be insisted upon. (See performance Bond on Page No. 44) Modified as per R & B Circular No. TNC-10-2013-3-(Part-2) C dated 20-11-2013, No. CON 10-2016-02-C dated 24-10-2017 and No. TNC-10-2013-(4)-C dated 24-10-2017.

CLAUSE 2 Liquidated damages for delay :- (i) If the Contractor fails to complete the work under contract by the stipulated date, he shall pay liquidated damages of Rs. 0.1* percentage of the contract value per day from the date of

* As corrected vide B & CD GR No. TNC - 1091 - 1B - 10 / (11) - C, dated 29-6-92.

Signature of the contractor :

કર્મચારી સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઉજ્જૈનરી સહી :

delaying the said work upto the date of completion and handing over to the Government.

(ii) However also if the contractor fails to complete any part of the work as designed in Schedule (c) by the time indicated against such part, he shall pay Liquidated damages per day from the date of delaying the said part of the work up to the date of completion of the said designated part at the rates shown in the said schedule of the contract value of such part for such failure till the said designated part is completed.

(iii) The aggregate maximum of liquidated damages payable under clause No. 2 shall not exceed Rs. 0.1 percentage of contract value per day and shall be subject to the maximum amount of ten percentage of the estimated amount put to tender.

(iv) Delays requiring payment of ten percentage liquidated damages of the amount put to tender for performance shall be sufficient causes for termination of contract and for forfeiture of security deposit including amount of performance bond in respect of works estimated to cost more than Rs. 30 lacs, for performance and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases. (See Schedule(C) on Page No. 48)

CLAUSE 3 Default by Contractor : If the Contractor shall neglect or fail to proceed with the work with due diligence or if he violates any of the provision of the Contract, the Engineer-in-charge shall give the Contractor a notice, identifying deficiencies in performance and demanding corrective action. Such notice shall clearly state that it is given under the provision of this clause. After service of such notice, the contractor shall not remove any plant, equipment and material from the site. The Government shall have a lien on all such plant, equipment and material from the date of such notice till the said deficiencies have been corrected as mentioned in the said notice.

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

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

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

CLAUSE 4 If the progress of any particular portion of the work under Contract is unsatisfactory, the Engineer-in-charge shall, notwithstanding that the general progress of the work is satisfactory, in accordance with Clause 2 be entitled to take necessary action under Clause 3, after giving the Contractor ten 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 1, 2, 3, and 4 are substituted vide GR No. TNC - 1091/IB-10/(11)-C, dated 15-10-91 & modified by GR dated 29-10-91 & G.R.No. TNC-1088/IB/18/(13)-C dated 31-8-94 and No. TNC/10/2002/14-C, dated 28-4-03 and 10-9-03)

CLAUSE 5 In any case in which any of powers conferred upon the Engineer-in-charge by clause 3 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable at any future date.

CLAUSE 5A In the event of the Engineer-in-charge taking action under clause 3, he may, if so desire, take possession of all or any tools, plants, machineries, materials and stores in or upon the work or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, by paying or allowing for the same in account at the contract rate or in case of contract rates not being applicable at such reasonable rates, as may be comparable to current market rates where ascertainable of similar articles and comparable condition, to be certified by the Engineer-in-charge. In the alternative the Engineer-in-charge may by notice in writing to the contractor or his clerk of the works foreman or other authorised agent require him to remove such tools, plants, machineries, materials or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expense or shall remove them by auction or private sale at the risk and cost of the contractor in all respects, and the certificate of the Engineer-in-charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such removal shall be final and conclusive against the contractor.

CLAUSE 6 Extension of time : If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Engineer-in-charge before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered whichever is earlier and the Engineer-in-charge may, if in his opinion, believe that there are reasonable grounds for granting an extension, grant such extension, as he thinks necessary or proper. The decision of the Engineer-in-charge in this matter shall be final.

બંડ-૬ મુદતમાં વધારો : કામ કરવામાં કોઈ અનિવાર્ય અંતરાય ઉભો થવાના બીજા કોઈ કારણસર કામ પુરું કરવા માટે કંટ્રાક્ટર મુદત વધારો મેળવવા માગતા હોય, તો ટેન્ડરમાં જણાવેલી મુદત પુરી થાય તે પહેલાં આગળ જણાવ્યા મુજબ તે તારીખે તેને કોઈ અંતરાય નડ્યો હોય તે તારીખ અગર તો મુદત લંબાવી આપવા માટેની માગણી કરવાનું કારણ ઉપસ્થિત થયું હોય તે તારીખ બેમાંથી જે વહેલી હોય તે તારીખ ૩૦ દિવસ પુરા થતાં પહેલાં તેણે કામના

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

હવાલાના ઇજનેરને લિખિત અરજી કરવાની રહેશે અને કામના હવાલાના ઇજનેરનો અભિપ્રાય એવો થતો હોય કે, મુદત વધારવા વાજબી કારણ છે તો તેમને હવાલાના ઇજનેરને લિખિત અરજી કરવાની રહેશે અને કામના હવાલાના ઇજનેરનો અભિપ્રાય એવો થતો હોય કે, મુદત વધારવા વાજબી કારણ છે તો તેમને જરૂરી કે યોગ્ય જણાય તે મુજબ વધારી આપશે. આ બાબતમાં કામના હવાલાના ઇજનેરનો નિર્ણય આખરી ગણાશે.

CLAUSE 7 As soon as the work is completed, the contractor shall give a notice of such completion to the Engineer-in-charge and on receipt of such notice the Engineer-in-charge shall inspect the work and if he is satisfied that the work is completed in all respects then :-

(i) For all works costing upto Rs. 50 lakhs (amount put to tender) the final measurements shall be recorded within 45 days from the date of physical completion of the work and the final bill shall be prepared within 45 days from the date of recording final measurement. The completion certificate shall be issued within one month from the date of final measurements subject to the contractor fulfilling his obligation as provided in the contract and subject to the work being complete in all respects.

(ii) In respect of works costing more than Rs. 50 lakhs (amount put on tender), the final measurements shall be recorded within 75 days from the date of physical completion of the work and the final bill shall be prepared within 75 days from the date of recording final measurements subject to the contractor fulfilling his obligations as provided in the contract and subject to the work being complete in all respects.

When separate period of completion have been specified for items or groups of items, the Engineer-in-charge shall issue separate completion certificate for such items or groups of items.

No certificate of completion shall be issued nor shall the work be considered to be complete till the contractor shall have removed from the premises, on which the work has been executed, all scaffoldings, sheds and surplus materials, except such, as are required for rectification of defects; rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor for the workmen and cleared all dirt from all parts of building(s) in, upon or around which the work has been executed or of which he may have possession for the purpose of the execution thereof and cleared floors, gutters and drains, cased doors and sashes, oiled locks and 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 Engineer-in-charge 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 realised such disposal as aforesaid the contractor shall forthwith, on demand, pay such excess. The Engineer-in-charge shall also have the rights to adjust the amount of excess against any amounts that may be payable to the contractor.

CLAUSE 8 No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contractor or any part therefore in any respect or the accruing of any claims, nor shall it conclude, determine, or affect in any way the power of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Clause - 9 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 sanctional specifications. In cases where the items of work are accepted as not so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in preparation of final or on account bill.

CLAUSE 10 Bills to be submitted monthly : A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is

Signature of the contractor :

કંદુલકરની સહી :

Signature of the Executive Engineer :

કાર્યવાહક ઇજનેરની સહી :

admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorised agent whose countersignature to the measurement list shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

બંદ ૧૦ બિલ દર મહિને રજૂ કરવા બાબત : આગલા માસમાં કરી આપેલા બધા કામ માટે હવાલાના ઈજનેરે નક્કી કરી લેય તે તારીખે અથવા તે પહેલાં દર મહિને કંટ્રાક્ટરે બિલ રજૂ કરવાનું રહેશે. અને એ કામની ખરાબ કરવાના ઉદ્દેશથી હવાલાના ઈજનેર જરૂરી માપ લેશે અથવા લેવાવશે અને શક્ય હશે તો બિલ રજૂ થવાના દસ દિવસની અંદર મળવાપાત્ર રકમનો હિસાબમેલ કરવામાં આવશે. ઉપર જણાવ્યા મુજબના નિયત સમયની અંદર કંટ્રાક્ટર બિલ રજૂ નહિ કરે તો હવાલાના ઈજનેર પોતાના તાબાના કોઈ પણ અધિકારીને કંટ્રાક્ટરે અધિકૃત કરેલ એજન્ટની હાજરીમાં ઉક્ત કામનું માપ લેવા મોકલશે અને તેવી માપવાદી પરની કંટ્રાક્ટરની કે તેના એજન્ટની સહી, તેના અનુમોદન માટે પુરતી ગણાશે અને હવાલાના ઈજનેર આવી માદીમાંથી બિલ બનાવશે, જે કંટ્રાક્ટરને બકી બાબતમાં બંકનક્કા રહેશે.

CLAUSE 11 The contractor shall submit all the bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the agreement or at the partly reduced rates subject to the approval by the Engineer-in-charge in the case of items not completed/executed as per agreements or in the case of any extra work ordered in pursuance of those conditions and not mentioned or provided for in the tender, at the rate here in after provided for such work.

CLAUSE 12 If the specification of the work provides for the use of any special description of materials to be supplied from the Departmental Store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged therefore as here in after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum here to annexed) the contractor shall be supplied with materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sum then deposit, or the proceeds of sale thereof, if the deposit is held in govt. securities, the same or a sufficient portion thereof shall, in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Govt. and shall on no account be removed from the site of the work, and shall at all time, be open to inspection by the Engineer-in-charge. Any such materials, unused and in perfectly good condition at the time of completion or termination of the contract, shall be returned to the Departmental store if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with the consent in writing of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.

For materials provided in schedule-A and consumed in excess quantities, the rates provided in Schedule A shall be increased/decreased corresponding to the increased/decrease in the new rate payable for excess quantity as compared to the tender-rates. The rate for materials provided in extra items will be the issue rates plus storage charge ruling on the date of issue of such quantity of materials.

CLAUSE 12A The contractor shall be entitled to use the materials supplied by the Department only to the extent of quantities of such materials required for execution of the work as per theoretical calculations. The Engineer-in-charge may however, on being satisfied that a large quantity of such materials is required for the execution of the work, permit the contractor to use such larger quantity of the materials. Such permission shall be given in writing.

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

CLAUSE 12B All stores and materials such as cement, if the consumption of which exceeds 25 tons and steel etc., supplied to the contractor by Government shall be kept by the contractor in separate godown provided with a double lock. The key of one of the lock shall remain with the Engineer-in-charge or his agent. The godown shall be accessible to the Engineer-in-charge or his agent at all times. No materials shall be allowed to be removed from the site of the work and any material required for the execution of the work shall be taken out from the godown only in the presence of a duly authorised agent of the Engineer-in-charge.

CLAUSE 13: (1) The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials and in other respects in strict accordance with specifications.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

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

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

(2) The contractor will be entitled to receive one copy of the accepted tender along with the work order free of cost and will also be entitled to receive three sets of contract and working drawings according to the progress of work as and when needed, free of cost.

(3) The several documents forming the contract are essential parts of the contract and requirements occurring in one is binding as through occurring in all. They are intended to be mutually explanatory and complimentary and to describe and provide for a complete work.

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

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

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

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

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

CLAUSE 14.1 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 Engineer-in-charge and such alteration 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 rate as are specified in the tender for the main work.

14.2 Except that when the quantity of any item exceeds the quantity 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 the S. O. R. of the year during which the excess in quantity is first executed or tender rate whichever is less. (Modified as per R & B G.R. No. TNC-10-2017-01-C, Dated 11-7-2017)

14.3 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 the 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 the Division in the year in which the tender was received. If the Schedule of rates of the Division does not contain all the items, the percentage increase or decrease of the tender shall be calculated considering such items which were included in the "Schedule of Rates" of the Division for the year and for materials consumed on such item the rate to be charged would be the basic rate taken into account for fixing the rate in S. O. R. referred to above, instead of the rate stipulated in Schedule 'A'.

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

Signature of the contractor :

કર્તાકર્તાની સહી :

Signature of the Executive Engineer :

કર્તાપાલક ઇન્જિનિયરની સહી :

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

Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and

accepted by the competent authority, the alternation above referred to shall be within the scope of such designs, drawings and specifications appended to the tenders.

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

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

CLAUSE 15 No claim for any payment of compensation for change or restriction of work :- If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever, require the whole or part of the work, as specified in the tender, be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing, stating the fact to the Contractor who shall thereupon suspend or stop the work totally or partially, as the case may be. In any such case, except as provided hereunder, the Contractor shall have no claim to any payment or compensation whatsoever except as provided hereunder on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour required by him. He shall not have also any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

(1) However, the contractor will be entitled for compensation for loss, if any on the date of notice, for the purchased materials or for the contract executed for the material to be purchased for such work. Such compensation will be paid only for actual loss for materials, if such materials so purchased or agreed to purchase is of required quantity/quality and was purchased / contracted to be purchased only for the same work. But no compensation shall be granted to contractor on material for which advance has been given to contractor by Government. The amount of loss for such claim will be decided by incharge Engineer-in-charge.

(2) The contractor also will be entitled for compensation of unemployed labourers for 7 days from the date of notice provided that in that opinion of Engineer-in-charge such labourers were working for 7 days prior to the notice and would not be in a position to get employment elsewhere within 7 days from the date of such notice. The contractor should try to employ such unemployed labourers at other places from the date of such notice.

In case the Contractor does not agree with the decision of Executive Engineer regarding the amount of compensation or loss; it will be open for the contractor to appeal to Superintending Engineer-in-charge within one month from the date of knowledge of such decision. In such case the decision of Superintending Engineer will be final and binding to the Contractor.

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

(Vide G. R. No. SSR / 1090 / IB / 247 (2) / C, dated 28-6-1993 as amended by GR of even number dated 11-2-1999).

બંદ-૧૫ કામના ફેરફાર કે નિયંત્રણ માટે કોઈ સુકવણી કે વળતર અંગે હકદારી મંજૂર કરવા બાબત.

પ્રભારી ઈજનેરને કારના દસ્તાવેજો કર્યા પછી કોઈપણ સમયે કોઈપણ કારણસર ટેન્ડરમાં ખાસ ઉલ્લેખ કર્યા મુજબના સંપૂર્ણ કે અંશતઃ બાંધકામને કોઈપણ મુદત સુધી બંધ કરવું જરૂરી જણાય અથવા સંપૂર્ણ કે અંશતઃ કામ પુરું કરવાની જરૂરીયાત ન જણાય અથવા કોન્ટ્રાક્ટર દ્વારા કરવાના કામની જરૂરીયાત ન જણાય તો તેવા કોન્ટ્રાક્ટરને હકીકત દર્શાવતી લેખિત નોટીસ આપશે અને કોન્ટ્રાક્ટર આ નોટીસ મળ્યા બાદ તરતજ આ કામને પથા પ્રસંગ સંપૂર્ણ કે અંશતઃ

Signature of the contractor :

કોન્ટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યાલયક ઈજનેરની સહી :

સ્થગિત કરશે કે બંધ કરશે.

આવા કેસમાં અહીં નીચે કરેલ જોગવાઈ શિવાય કોન્ટ્રાક્ટર તેણે કામ પુરું કર્યું હોય તો જે નફો કે ફાયદો તેને મળત, પરંતુ કામ પુરું ન થવાના પરિણામો તે ન મળવાથી થયેલ નુકશાન અથવા તેણે ખરીદી હોય એવી કે જે ખરીદવા તે સક્ષમ થયો હોય એવી માલસામગ્રીની બાબતમાં થયેલ નુકશાન અથવા તેને તેના કામ માટે જે મજૂરોની જરૂર હતી તે મજૂરોને કામ ન આપી શકવાને કારણે થયેલા નુકશાન અંગે કોઈ ચુકવણી કે વળતરનો હકદારો કરી શકશે નહીં. મુળ વિચિત વર્ણન, આલેખન, નકશા અને સુચનાઓમાં કરવામાં આવેલ કોઈ ફેરફારને કારણે મૂળમૂલ રીતે વિચારાયેલ કામમાં કોઈ કાપ આવે તો પણ તેવા કારણસર તે કોઈ વળતર માટે હકદારો કરી શકશે નહીં.

(૧) આમ છતાં આવા કામ માટે ખરીદેલી માલસામગ્રીને કારણે કે માલસામગ્રી ખરીદવા માટે કરેલ કોન્ટ્રાક્ટને કારણે જો કોન્ટ્રાક્ટરને નોટીસની તારીખ સુધીમાં કોઈ નુકશાન થયું હોય તો તેના માટે વળતર મેળવવા તે હકદાર બનશે. જો આવી રીતે ખરીદેલ અથવા ખરીદવા સમજૂતી થયેલ માલસામગ્રી માંગવા પ્રમાણેના જથ્થામાં અને ગુણવત્તાયુક્ત હોય અને તે ફક્ત એ જ કામ માટે ખરીદાયેલી હોય કે ખરીદવા કરાર થયેલ હોય તો તેવી માલસામગ્રી અંગે ખરેખર નુકશાન માટે જ આવું વળતર ચુકવવામાં આવશે. પરંતુ જે માલસામગ્રીની ખરીદી અંગે સરકારથી તરફથી ઈજારદારને એડવાન્સ આપવામાં આવેલ હોય તે માલસામગ્રી ઉપર કોઈપણ જાતના નુકશાનનું વળતર ચુકવવામાં આવશે નહીં.

આવા હકદાર માટે નુકશાનની રકમ પ્રભારી કાર્યપાલક ઈજનેર દ્વારા નક્કી કરવામાં આવશે.

(૨) નોટીસની તારીખથી સાત દિવસ માટે કામે ન રાખી શકાયેલ મજૂરોની બાબતમાં પણ કોન્ટ્રાક્ટર વળતર મેળવવા માટે હકદાર બનશે. પરંતુ આ માટે પ્રભારી કાર્યપાલક ઈજનેરનો એવો અભિપ્રાય હોવો જોઈએ કે આવા મજૂરો નોટિસના સાત દિવસ પહેલાં કામ કરતા હતા અને ઉક્ત નોટિસની તારીખથી સાત દિવસની અંદર અન્ય રોજગાર મેળવવાની સ્થિતિમાં ન હતા. કોન્ટ્રાક્ટરે આવી નોટિસની તારીખથી સાત દિવસની અંદર અન્ય રોજગાર મેળવવાની સ્થિતિમાં ન હતા. કોન્ટ્રાક્ટરે આવી નોટિસની તારીખથી આવા કામે ન રાખી શકાયેલ હોય તેવા મજૂરોને અન્ય સ્થળે કામે રાખવાનો પ્રયત્ન કરવો જોઈએ. નુકશાનના વળતરની રકમ બાબતમાં કાર્યપાલક ઈજનેરના નિર્ણય સાથે કોન્ટ્રાક્ટર સંમત ન હોય એવા કેસમાં, આવા નિર્ણયની જાણ થવાની તારીખથી એક મહિનાની અંદર પ્રભારી અધીક્ષક ઈજનેરને અપીલ કરવા માટે કોન્ટ્રાક્ટર મુક્ત રહેશે. આવા કેસમાં અધીક્ષક ઈજનેરથી નોનિર્ણય કોન્ટ્રાક્ટર માટે આખરી અને બંધનકર્તા રહેશે.

આવા કામના કોઈ અપેક્ષિત ફાયદાની નુકશાની માટે કોન્ટ્રાક્ટર હકદાર બનશે નહિ.

CLAUSE 15A The contractor shall not be entitled to claim any compensation from Govt. on account of delay by Government in the supply of materials entered in Schedule 'A' where such delay is caused by (i) Non-supply due to short allotment of

majeure. (iv) Act of God. (v) Act of the country's enemies or any other reasonable cause beyond the control of Government. In the case of such delay in the supply of materials, Government shall grant such extension of time for the completion of the works as shall appear to the Engineer-in-charge to be reasonable in accordance with the circumstances of the case. The decision of the Engineer-in-charge as for the extension of time shall be accepted as final by the contractors. (As modified Vide R & B D. G. R. No. TNC - 1096 - IB - 143 - (16) - C dated 11-1-99)

CLAUSE 16 Time limit for unforeseen claims : The contractor shall not be entitled to any compensation from Government on any account unless where allowed by the conditions of this contract. In such cases, the contractor shall have to submit a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

CLAUSE 17 Action & compensation in case of bad work : If, at any time before the expiry of Defects Liability period as detailed in Clause 17-A. It shall appear to the Engineer-in-charge or his sub-ordinate in charge of the work that any work has been executed unsound, imperfect or unskilled workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are

contractor and then notwithstanding the fact that the work, materials or articles complained of may have been passed, certified and paid for the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified in whole or in part and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate of the rectification for every day not exceeding ten days during which the failure so continues, and in the event of any such failure as aforesaid continuing beyond ten days, the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Signature of the contractor :

કોન્ટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :