

purpose of the recovery from the contractor against any claim of the Government / District Panchayat of Gujarat state is available, such a recovery shall be made from the contractor as arrears of land revenue.

**CLAUSE 44** Deleted

**CLAUSE 45** Employment of scarcity labour : If Government declares a state of scarcity or famine to exist in any village situated within 16 kilometers 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 Engineer-in-charge or by any persons to whom, the Engineer-in-charge 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 Engineer-in-charge whose decision shall be final and binding on the contractor.

**ખંડ-૪૫** અછતસર વિસ્તારના મજૂરો કામે રાખવા બાબત : કામના સ્થળેથી ૧૬ કિલોમીટરની અંદર આવેલા કોઈ પણ ગામમાં માછતની અથવા દુષ્કાળની સ્થિતિ પ્રવર્તતી હોવાનું સરકાર જાણે છે, તો જેમાં કુશળ કારીગરોની જરૂર ન હોય તેવા કામના કોઈ પણ ભાગ ઉપર કંટ્રાક્ટરે, સલાહના ઈજનેર અથવા તેમની રજા અને આ અંગે સરકારે જે દર નક્કી કર્યો હોય તેથી ઓછા ન હોય એવા દરે આવી વ્યક્તિઓને વેતન ચૂકવવા તે વ્યવસ્થા રહેશે. આ અંગેના અગત્ય પડતો કોઈપણ તકરાર ઉપસ્થિત થાય તો તેનો નિર્ણય સલાહના ઈજનેર કરશે અને તે નિર્ણય કંટ્રાક્ટર માટે માન્ય અને બંધનકર્તા રહેશે.

**CLAUSE 46** Deleted

**CLAUSE 47** 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 Government after due date of bid submission will be compensated (+) on availability or submission of actual documentation. Contractor has to intimate Engineer in charge 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 Government 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 Government. (TMC-10-2017-01-C-D1-29-8-2017)

**CLAUSE 48** The Contractor should, as far as possible, obtain his requirement of labourers skilled and unskilled, from the nearest Employment Exchange so as to utilise the local employment potential. If there are no local Employment Exchange or such Exchanges are not able to provide the required labour locally, suitable labourers should be utilised to the maximum extent possible.

**ખંડ-૪૮** કંટ્રાક્ટરે જોઈતા કુશળ અને બિનકુશળ મજૂરો શક્ય હોય ત્યાં સુધી નજીકના નજીકની રોજગાર કમિટીઓથી મેળવવા, જેથી સ્થાનિક રોજગાર શક્તિનો ઉપયોગ થઈ શકશે. સ્થાનિક રોજગાર કમિટીઓ ન હોય અથવા આવી કમિટીઓ જરૂરી મજૂરો સ્થાનિક રીતે પૂરા પાડી શકે તેમ ન હોય તો યોગ્ય મજૂરોનો બને તેટલા વધુ પ્રમાણમાં ઉપયોગ કરવો.

**CLAUSE 49** Fair Wages : If a Contractor fails to pay within '7' (Seven) days to the labourer(s)/worker(s) the minimum wages prescribed by the Government under the Minimum Wages Act, 1948 as in force from time to time, the Engineer-in-charge shall be at liberty to deduct the amount payable to the labourer/workers from his (Contractors') bills or deposit(s) payable by the Contractor after making due inquiries and establishing the claim(s) of the labourer(s)/worker(s).

The Contractor shall not be entitled to any payment of compensation on account of any loss that the Contractor may have to incur on 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.

**ખંડ-૪૯** વાજબી વેતન : વખતોવખત અમલમાં હોય તે મુજબ ૧૯૪૮ના લઘુત્તમ વેતન અકિનિયમ હેઠળ સરકારે નિયત કરેલા લઘુત્તમ વેતન મજૂર (મજૂરો)ને કામદાર (કામદારો)ને સાત દિવસમાં કંટ્રાક્ટ ન ચૂકવે તો સલાહના ઈજનેરને લેખિત તપાસ કરી તેમજ (મજૂરો) મજૂરોનો કામદાર (કામદારો)નો હકદારો સ્થાપિત કરીને મજૂર (મજૂરો)ને કામદાર (કામદારો)ને ચૂકવવાપાત્ર રકમ કંટ્રાક્ટરના બિલો અથવા કંટ્રાક્ટરે ચૂકવવાપાત્ર અનામત - અનામતોની રકમમાંથી કાપી લેવાની છૂટ રહેશે.

ઉપર જણાવ્યા મુજબ લેવામાં આવેલા પગવાને કારણે કંટ્રાક્ટરને કોઈ પણ નુકસાન થાય તો તે માટે તેને કોઈપણ ચૂકવણી અથવા વધતર પગવાપાત્ર રહેશે નહિ. ઉપર જણાવ્યા મુજબનું પગલું અમલમાં ચૂકવવામાં આવે તે પહેલાં સલાહના ઈજનેર તે સમયે અમલમાં હોય તે લઘુત્તમ વેતન અકિનિયમ અનુસાર વેતન ચૂકવવામાં કંટ્રાક્ટરને લિખિત નોટીસ આપશે, કંટ્રાક્ટર ઉપર જણાવ્યા મુજબ સાત દિવસમાં વર્તશે નહિ તો તેની સામે ઉપર વિસ્તાર્યો મુજબના પગલાં ભરવામાં આવશે.

**CLAUSE 50** Deleted

**CLAUSE 51** List of Machinery : The contractors shall also give a list of machineries in his possession and which they propose to use on the work.

**ખંડ-૫૨** યંત્રસામગ્રીની યાદી : કંટ્રાક્ટરે પોતાના કબજામાંની અને કામ માટે ઉપયોગમાં લેવા વિચારેલ યંત્રસામગ્રીની યાદી પણ આપવાની રહેશે.

**CLAUSE 52** (i) In case, the roller deployed by Department for the use on contract work is kept idle by the contractor for want of adequate labour and materials, the contractor will have to pay rental charges as per prevailing rules even though the

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

GBS

items of rolling and watering are to be carried out by the department.

(ii) If the contractor does not plan his programme so as to suit the requirement of the Department, the proportionate rental charges on roller shall be recovered from the contractor.

**CLAUSE 53** Local labour on normal rates : The contractor shall have to engage local labour and person seeking employment where available on normal rate.

**ખંડ ૫૩** સામાન્ય દરે સ્થાનિક મજૂરો : સામાન્ય દરે મળી શકે તેમ હોય ત્યાં રોજગાર વાંછુ સ્થાનિક મજૂરો અને સ્થાનિક વ્યક્તિઓને કંટ્રાક્ટરે કામે રાખવાના રહેશે.

**CLAUSE 54** Rent will be recovered from the contractor for the land given to them for stacking materials as well as for construction of temporary hutsments etc.

#### Land measuring Charges

1. One hectare or less	Rs. 5 Per month
2. More than 1 hectare & upto 2 hectares	Rs. 10 per month
3. More than 2 hectare & upto 3 hectares	Rs. 15 per month
4. More than 3 hectare & upto 4 hectares	Rs. 20 per month

**CLAUSE 55** 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.

**ખંડ-૫૫** કંટ્રાક્ટર છેલ્લા ૩ વર્ષની પુરા દરમિયાન સીતજાની રસી અપાઈ હોવા બાબતનું સ્વીકાર્ય પ્રમાણપત્ર રજૂ કરનાર મજૂરોને જ કામે રાખશે.

**CLAUSE 56** 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 :

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

**2. Drinking Water :** The contractor shall as far as possible, provide an adequate supply of chlorinated pure potable drinking water for the use of labourers. This provision shall be at the rate of not less than 4.5 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.

**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 upto the first 100 and one for every 50 thereafter.

**4. Privacy in latrines :** Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

**5. Notice to be displayed outside latrines and urinals :** (1) Where workers of both sexes are employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority of the workers For Men Only or For Women Only : as the case may be.

**5 (2)** The notice shall also bear the figures of a man or of a woman, as the case may be.

**6. Urinals :** There shall be at least one urinal for male/female workers upto 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 upto the first 500 and one for every 100 males or females or part thereof.

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

**8. Water for latrines and urinals :** Water shall be provided by means of pipes or tanks or the wise, so also be conveniently

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

accessible in or near the latrines and urinals.

#### 9. Bathing and washing places

(1) The contractor shall construct sufficient number of bathing places; every unit of 20 persons being provided with a separate bathing place. (2) Washing places should also be provided for the purposes of washing clothes. Every unit of 30 persons shall have at least one washing place. (3) Such bathing and washing places should be suitably screened and separate places provided for male and female workers. (4) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

10. **Drainage** : The contractor shall make sufficient arrangement for 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 to be drained in river or near the well. The contractor would put malarial oil once in a week in stagnant water round about the residence.

11. **Medical facilities** : The contractor shall engage a medical officer with a 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.

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

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

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

(b) When, in any labour camp there is an epidemic disease or is threatened with such an outbreak, the 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.

(c) 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 of the epidemic disease.

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

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

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

15. **Rest rooms** : (1) In every place where in contract labour is required to halt at night in connection with the contract works and in which employment of contract labour is likely to continue for three months or more, the contractor shall provide and maintain rest rooms or other suitable alternative accommodation within fifteen days of the employment of contract labour.

(2) If the amenity referred to in sub rule is not provided by the contractor within the period prescribed, the employer shall provide the same within a period of fifteen days of the expiry of the period laid down in the sub-rule (1).

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

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

(5) The rest room or other suitable alternative accommodation shall be of such dimensions as to provide at least a floor area of 1 sq. mt. for each person making use of rest rooms.

(6) The rest 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.

(7) 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.

Signature of the contractor :

કાર્યકરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

**16. Canteen Facilities :** (1) In every establishment of contract work and wherein work regarding the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are ordinarily employed, the adequate canteen facilities shall be provided by the contractor for the use of such contract labour within sixty days of the commencement of the employment of contract labour.

(2) If the contractor fails to provide the canteen facilities within the time laid down the same shall be provided by the principal employer within sixty days of the time allowed to the contractor.

(3) The Canteen shall be maintained by the contractor or principal employees as the case may be in an efficient manner.

**17. Accommodation in canteen :** (1) The canteen shall consist of at least dining hall, kitchen, storeroom, pantry and washing places separately for workers and for utensils.

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

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

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

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

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

**18. Accommodation in dining hall :** (1) The dining hall shall accommodate at a time, atleast 30% of the contract labour working at a time.

(2) The floor area of the dining hall excluding the area occupied per dinner to be accommodated shall as prescribed in subrule (1).

(3) (i) A portion of the dining hall and service counter shall be partitioned and reserved for women workers, in proportion to their numbers. (ii) Washing places for women shall be separate and screened to secure privacy.

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

**19. Equipment in canteen :** (1) (i) There shall be provided and maintained sufficient utensils, crockery, cutlery, furniture and any other equipment necessary for the efficient running of the canteen.

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

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

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

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

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

**21. Prices to be displayed :** The charges 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.

**22. Canteen to be run on "No profit no loss" basis :** In deriving the prices of food stuffs and other articles served in the canteen, the following items shall not be taken into consideration as expenditure, namely.

(a) the rent for the land and building.

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

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

(d) The water charges and other charges incurred for lighting and ventilation.

(e) The interest on the amount spent on the provisions and maintenance of furniture and equipment provided for in the canteen.

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

**23. BOOKS OF ACCOUNTS AND REGISTERS OF THE CANTEEN :** The books of accounts and registers and other documents used in connection with the running of the canteen shall be produced on demand to an inspector.

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

**CLAUSE 57** 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 58** The Contractor shall not show any distinction between Harijan and other class of labourers/workers employed to carry out the Government work.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યાલયક ઇજનેરની સહી :

**CLAUSE 59** Price variation clause : Price variation : 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 rates of labour/materials excepting those materials supplied by Government 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.

$$VI = 0.75 \times \left\{ \frac{pl}{100} \times R \times \frac{i-i_0}{i_0} \right\}$$

VI = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for labour.  
R = The value of work done in rupees during the quarter under consideration, after excluding the value of extra items and after deducting the cost of.

(i) Materials supplied from the Departmental store to the Contractor at fixed rate as specified in schedule-A and.

(ii) Value of cement, steel and asphalt brought by the contractor valued at star rate plus the increase/decrease for which price adjustment is done under clause 59/A below :-

$i_0$  = 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 components (specified in Schedule .....%). of the item.

\* This refers to average consumer's price-index (wholesale) for industrial workers as applicable to Ahmedabad/Bhavnagar as published by Government of India, Ministry of Labour Bureau.

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

$$Vm = 0.75 \times \left\{ \frac{Pm}{100} \times R \times \frac{i-i_0}{i_0} \right\}$$

$Vm$  = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates of material.

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

(i) Materials supplied from the Departmental store to the Contractor at fixed rate as specified in schedule - A and.

(ii) Value of cement, asphalt and steel brought by the contractor valued at star rate plus the increase/decrease for which price adjustment is done under clause 59/A below :-

$i_0$  = 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 (specified in schedule .....% ) of item.

@ = For materials wholesale price index as published by Reserve Bank of India should be referred to.

(C) **P. O. L.** : The increase or decrease in the cost of petrol, diesel, oil, and lubricants shall be calculated quarterly in accordance with the following formula.

$$Vd = 0.75 \times \left\{ \frac{pd}{100} \times R \times \frac{D - D_0}{D_0} \right\}$$

$Vd$  = Increase or decrease in cost of work during quarter of consideration due to change in rates of petrol, oil and lubricants (POL).

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

(i) Materials supplied from the Department store to the Contractor at fixed rate as specified in schedule-A and.

(ii) Value of cement, steel and asphalt brought by the contractor valued at star rate plus the increase/decrease for which price adjustment is done under sub-clause 59/A below :-

$D_0$  = The average price of high speed diesel (HSD) fixed by I.O.C. for the district in which the work is to be carried out for the quarter in which the tenders were opened.

$D$  = The average price of HSD fixed by the I. O. C. for the district in which the work is to be carried out for the quarter under consideration.

Signature of the contractor :

કર્તાપાલકની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઉચ્ચ-સ્તરી સહી :

GDS

Pd = Percentage of P. O. L. Component (specified in schedule) \_\_\_\_\_ % of the item.

### Conditions for variation except for Cement, Steel and Asphalt :

- (1) No adjustment shall be done for the work done in the first twelve months of the time limit. Adjustment payable/recoverable will be calculated for the remaining work done during the subsequent period.
- (2) The sum total price adjustment for A, B and C will be limited to  $(5/6/7)^*$  % of the estimated cost of work put to tender less the cost of Materials supplied from the Departmental store to the Contractor at fixed rate as specified in schedule. A and cement, steel and asphalt valued at input rates mentioned as under on which the sanctioned estimate is based. When clause 60A (B-1) 59A (B-2) is not deleted.

QUANTITY	Input rate per ton
Cement : _____	M.T. Rs. _____ per M.T.
Mild Steel : _____	M.T. Rs. _____ per M.T.
TMT/HYSD Bars : _____	M.T. Rs. _____ per M.T.
Asphalt : _____	M.T. Rs. _____ per M.T.

- (3) 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 would apply for identifying the quarter when the work is completed in the middle of calendar quarter.
- (4) The value of extra items will be excluded for working out the value of 'R' in the above formula in all these cases.
- (5) Intermediate payment of escalation to be made under this clause on each occasion shall be limited in such a manner that the total up-to-date payment of escalation will not exceed the proportionate percentage of the ceiling of escalation as related to the proportionate value of the contract cost.
- (6) Price adjustment shall be applicable only for the work that is carried out within the stipulated time or extensions thereof as are not attributable to the contractor. No claims for price adjustment other than those provided herein shall be entertained.
- (7) This clause will be applicable in respect of works which of the estimated cost put to tender is above Rs. 25.00 lacs and the time limit involved is more than 12 months.

\*Guideline for Ceiling : 5% in case where time limit of contract is 3 years, 6% in case where time limit of contract exceeds 3 years but is upto 4 years & 7% where time limit is more than 4 years

**Clause 59A Price Variation for Cement, Steel and Asphalt brought by Contractor :** The amounts payable to the contractors for the work done involving use of cement, steel and asphalt when these materials are not supplied by the Government as for schedule A shall be adjusted for increase or decrease in the rates of these materials as under :-

#### (4) Price variation for cement, steel and asphalt brought by the contractor.

The star rates for cement, mild steel and tor steel & asphalt to be brought by the Contractor shall be considered Ex-supply Depot/Godown as under :-

QUANTITY	STAR RATES
Cement : _____	M.T. Rs. _____ per M.T. Month in which
Mild Steel : _____	M.T. Rs. _____ per M.T. DTP is approved
TMT/HYSD Bars : _____	M.T. Rs. _____ per M.T.
Asphalt 60/70 : _____	M.T. Rs. _____ per M.T.
Asphalt 80/100 : _____	M.T. Rs. _____ per M.T.

[The above star rates are linked with Reserve Bank of India price index for steel and cement 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 :-

- I. For Cement, Price of cement from authorised dealer should be obtained for the month in which the D. T. P. s are approved & mentioned as star rate before issue of tender copy.
  - II(a). For steel & H. Y. S. D. bars, 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.
  - II(b). For asphalt the Star Rate is based on the Koyali Refinery prevailing in the month in which D.T.P. is approved and should be mentioned before issue of tender copy.
  - III. For basic index specific month in which the DTPs are approved should be mentioned before issue of tender copy.]
- The fluctuations in rates of cement and steel shall be adjusted in the bills payable to the contractors as under :

$$A = B \times \left\{ \frac{C_1}{C_0} - 1 \right\} \times D$$

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

- A = Difference of Amount payable or recoverable  
 C1 - The (quarterly) average corresponding index for steel, cement, asphalt for the quarter under consideration (as published in monthly bulletin of Reserve Bank of India).  
 Co. - Price index of cement/steel for the month in which the DTSP are approved published in monthly bulletin of Reserve Bank of India).  
 D - Qty. of cement / steel actually brought by the contractor on site of work and consumed in the work during the quarter duly supported with bill as recorded in cement consumption register or MB (for steel).

#### Conditions for variation in prices of cement and steel only :-

1. No Ceiling for escalation for difference in the cost of steel and cement will be applicable.
2. This clause shall be operative from the date of issue of work order and up to the expiry of original and extended time limit, if the delay for the reasons attributable to the contractor, Star rate is not Payable, however recovery will be effected.
3. This formula shall be used individually for cement/mild steel and Tor steel for calculating adjustment.
4. The cement and steel brought by the contractor on site of work shall be used only after the same is tested by the Department.
5. If such materials are not found as per the requirement of I. S. specification, the same shall be removed by the contractor for which no claim shall be entertained.
6. This clause will be applied to the work irrespective of the cost of the work.

#### Conditions for variation in rates of asphalt only :-

1. The Contractor shall procure asphalt directly from refinery only.
2. The Contractor will not be furnished "P" form for purchase of quantity of asphalt required for this work.
3. The Contractor will have to produce in original all the gate passes issued by the refinery and also the bill in original to the Engineer-in-charge.
4. The number of transport tanker carrying the asphalt shall be furnished by the contractor.
5. The test certificate regarding the grade of asphalt as well as test result of asphalt from GERI Laboratory or other Laboratory approved by R & B Department shall have to be produced.
6. The difference between the actual rate of purchase as per original bill of the refinery produced and the star rate shown above in this clause shall be payable / recoverable for the quantity of asphalt actually used in this work. This difference shall be payable / recoverable for the asphalt consumed in the work executed during original & extended time limit. If time limit is extended for reasons of delay attributable to the department. This difference shall not be payable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor, however in case if price of asphalt is decreased during the extended time limit than difference between actual rate of purchase and the quoted star rate shall be recovered from the contractor.
- 7(A) The difference will be payable/recoverable for the asphalt procured on and after the date of issue of work order and this price variation will not be subject to any ceiling. In case the contractor has procured the asphalt, before issue of work order either of original purchase rate or the prevailing rate of asphalt at the time of actual consumption in the work, whichever is less, will be considered for calculating the difference payable / recoverable.
- 7(B) Variation in rates of asphalt shall be payable only after cross verification of refinery gate passes of asphalt with the issuing refinery or in case of imported asphalt invoices shall be cross verified with the statutory documents of the authorised dealer and authorised importer.
8. No advance payment or secured Advance will be payable against asphalt.
9. This part of clause for price variation of asphalt will be applicable for works estimated to cost above Rs. 5 Lacs and involving use of asphalt.
10. It is permissible to use asphalt produced by Private Companies like ESSAR etc. and imported asphalt also. If the Contractor opt to use asphalt produced by Private Companies or imported asphalt.
  - a. The contractor can procure asphalt produced by Private company of India or imported asphalt and use in the work.
  - b. The contractor will have to produce in original, the purchase invoice of asphalt.
  - c. All the conditions for variation in rates of asphalt shall be applicable for the imported asphalt (GR. No. STR/102006/1577/ B/H dated 8-12-2008)
  - d. For calculation of variation in the rate of asphalt, the rate prevalent at Indian port at the time of purchase in case of imported asphalt or the rate as per purchase invoice in case of asphalt purchased from Private Indian Company or Ex. refinery Rate of Indian Public Sector undertaking refinery (IOC, HPCL, BPCL) on the date of purchase, whichever is less, shall be considered for working out the difference and for comparison of the Star rate shown above in this Clause. This difference shall be payable / recoverable for the asphalt consumed in the work executed during original & extended time limit if time limit is extended for reasons of delay attributable to the department. This difference shall not be payable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor, however in case if price of asphalt is decreased than difference between the actual rate of purchase and the quoted star rate shall be recovered from the contractor.
11. If the contractor use imported Asphalt, it will be verified that the imported Asphalt to be used is of specified viscosity Grade before permitting to use imported Asphalt. Grade Certificate of Refinery from which Asphalt is imported only must be obtained. Grade Certificate of any other Laboratory / Institution should not be accepted. For testing of imported asphalt, see consumption stipulated in R & B circular No. STR/102006/1577/8/H Dated 22-11-2017 should also be complied with.

**CLAUSE 60 FENCING AND LIGHTING :** (a) The contractor shall, unless otherwise specified, be responsible for the proper fencing, lighting, grading and taking of the necessary safety measures for all works comprised in the contract and for the proper provision of temporary road, way, foot-way, guards, fences, caution notices etc., as far as the same may be rendered necessary by reasons of the work for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and the public and shall remain responsible for any accidents that may occur on account of his failure to take proper & timely precautions.

(b) All the arrangements made for fencing and lighting shall be maintained by the contractor through the currency of the contract till the physical taking over of the work by department.

Signature of the contractor :

કર્તાકરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

**CLAUSE 61 : LIABILITY OF ACCIDENTS TO PERSONS :** Responsibilities and liabilities of the contractor under Workmen's Compensation Act are given in clause No. 37. In addition following shall also apply : (a) In the occurrence of an accident, which result in death of workmen employed by the contractor or which is so serious as to likely to result in death of any such workman, the contractor, shall within 24 hours of happening of such accident, inform in writing to the Engineer-in-charge, the fact of such accident(s). The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give information in the manner aforesaid including the penalties or fines, if any, payable by the Government as a consequence of Government's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said act in regard to such accident(s).

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

**CLAUSE 62 : ACCESS TO SITE AND WORK ON SITE :** The Engineer may, if he considers fit from time to time, enter upon any land(s) which may be in possession of the contractor this contract for the purpose of executing any work not included in this contract and may execute such works not included in this contract by agents or by other contractors, at his opinion and the contractor shall, in accordance with the requirements of the Engineer-in-charge, afford all reasonable facilities for execution of the work including occupation of lands by structure or otherwise for any other contractor employed by the Government and his workmen or for the workmen of the Government who may be employed in the execution on or near the site of the work not included in the contract or of any contract in connection with or ancillary to the work and in default, the contractor shall be liable to the Government for any delay or expense incurred by reason of such default. Provided always that if damage arising, make a statement of the same to the Engineer-in-charge who shall from time to time, assess the value in his judgement of such damage and the Government shall from time to time pay to the contractor the amounts (if any) accepted as justified by the Engineer-in-charge :

**CLAUSE 63 : REPORTS REGARDING LABOUR :** The Contractor shall submit the following reports to the Engineer-in-charge :

- (i) A daily report in the suitable form 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 or unskilled. If directed by the Engineer-in-charge. The submission of such reports shall not, however, relieve the contractor of his responsibilities and duties regarding progress or any other obligations under the contract.
- (ii) A classified weekly return in the suitable form of the number of person employed on the works during the preceeding week.
- (iii) A weekly medical report in the suitable form showing the health of 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.
- (v) Such other report as may be prescribed.

**CLAUSE 64 : Treasure Trove :** In the event of discovery by the contractor or his employees, during the progress of work of any gold, silver, oil or other minerals of any description and precious stones, treasures, coins, antiquities, relic, fossils or other articles or value of interest whether geological, archaeological or any other such treasure & other things shall be deemed to be the absolute property of the Government and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-charge, from time to time, and relieve the same to such persons as the Engineer-in-charge may appoint. The contract shall take all reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or things, immediately after the discovery thereof and before removal acquaint the Engineer-in-charge with such discovery and carry out his orders for the disposal of the same.

**CLAUSE 65 : Indemnity :** The contractor shall indemnify the Government against all actions, suits, claims & demands through or made against the Department in respect of work of this contractor against any loss damage to Department in consequence of any action or suit being brought against the contractor for anything done or omitted to be done in execution of the work of this contract.

**CLAUSE 66 : Insurance of Labours :** The contractor shall be responsible to arrange for insurance of all labourers, skilled and unskilled, workers, supervisors etc., employed by him as per labour regulation of the State.

**CLAUSE 67 : Setting Out :** The contractor shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labour in connection therewith. If, at any time, during the progress of the work, any errors, appear or arise in the position, levels, dimensions or alignments of any part of the work, the contractor, on being required to rectify such errors by the Engineer-in-charge shall at his own expense do so to the satisfaction of the Engineer-in-charge. If however, such error is based on incorrect data supplied in writing by the Engineer-in-charge, the expenses of rectifying the same shall be borne by the Department.

Signature of the contractor :

કર્તા/કર્ત્રની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

The checking of and setting out of any line or level by the Engineer-in-charge or his representative shall not in any way, relieve the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all bench-marks, site-nails, page and other things used in setting out of the work(s).

**CLAUSE 68 Cement Register :** A register in the prescribed form showing day-to-day receipt, consumption and balance of cement on site of work will be maintained by the Department, which shall invariably be signed daily by the contractor or his authorised representative in token of its correctness.

**CLAUSE 69 (1) Materials, Works Test Register and Core cutting Machine :** A register in the prescribed form showing day-to-day receipt, consumption and balance of cement on site of work by the Department and every entry thereof shall invariably be signed by the Contractor or his authorised representative in token of its correctness.

(2) Contractors registered in special category-1 (Roads) will have to procure and keep available on site two core cutting machines, similarly those registered in special category-2 (Roads) will have to procure and keep available on site one core cutting machine on ownership basis. The thickness of sub base and base layers of road will be tested by taking cores and recording results of layer thickness in paver site register. (R.&B.D. Circular No. RGN-60-2006-35-C dated 26-5-06)

(3) In case of asphalt items (other than BSG & BBM) having total thickness of more than 50mm., the contractor will take two to four core samples by his core cutting machine at the interval of 250 m. distance at each cross section in the presence of Dy. Executive Engineer. These samples will be sealed and will be sent for testing of thickness density & bituminous content in the approved laboratory. Five percent of the amount payable for asphalt items will be withheld till the test results are received. If the results are not satisfactory, the action as per Conditions of contract will be taken (R. & B. D. Circular No. RGN 602006 (35)-C dated 31-5-07)

**CLAUSE 70 Progress Schedule :** (a) The contractor shall furnish within one month (unless extended by the Engineer-in-charge) of the order to start the work, the progress schedule in quadruplicate indicating the date of starting, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The schedule should be framed keeping requirement of the clause 2 of tender form in view and be such as in practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Engineer-in-charge. Further, the dates for the progress, as in this schedule shall be adhered to.

(a) in case it is found necessary, at any stage to alter the schedule, the contractor shall submit in good time a revised schedule incorporating necessary modification proposed and get the same approved from the Engineer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Engineer-in-charge is further empowered to ask for more detailed schedule or schedules, any week by week, for any item or items and the contractor shall supply the same as and when asked for.

(b) The Engineer-in-charge shall have, at all times, the right, without in any way vitiating this contract forming grounds for any claim, to alter the order of the work of any part thereof and the contractor shall after receiving such direction, proceed in the order directed. The contractor shall also revise the progress, schedules accordingly and submit four copies of the revised schedule to the Engineer-in-charge within seven days of the said Engineer's direction to alter the order of works.

(c) The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress-schedule. The working and shift hours shall comply with all the Government regulations in force and shall be such, as may be approved by the Engineer-in-charge and the same not be varied without the prior approval of Engineer-in-charge.

(d) The contractor shall from time to time, as may be required by the Engineer-in-charge, furnish the Engineer-in-charge with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Engineer-in-charge may, if he considers necessary at any time advise alternation in the same, which the contractor shall adopt on notice thereof.

(e) The progress-schedule(s) shall be in the form of progress chart, forms, statements and/or reports as may be approved by the Engineer-in-charge.

The contractor shall submit four copies showing the progress of the work in the form of a chart etc., at periodical intervals as may be specified by Engineer-in-charge.

(f) The approval of the progress schedules by the Engineer-in-charge shall not relieve the contractor of schedule required by the Engineer-in-charge shall not entitle the contractor to any extra payment.

**CLAUSE 71 Secured Advance To Contractor :**

(1) Before any secured advance for metal is paid to the contractor, the metal 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 metals are received and results are satisfactory. (As per Government circular No. SSR 1070-1B-191-22-S of 5-3-92)

(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.

(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 utilised in the work.

(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.

(5) Secured advance will be given only on materials for which the full value is paid by the contractor to the seller.

(5) જ્યારે સીક્યોર્ડ એડવાન્સ આપેલ સરકારી માલ-સામાનમાં કાચની સાઈઝ ઉપર ૭૫ માસૂમ પડે ત્યારે તેની અહેવાલ કરવાની જવાબદારી ઇન્જીનિયરની રહેશે. ખાતરી પટની

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇન્જીનિયરની સહી :

જાણકાર દ્વારા સલાહના ઉજારને તાત્કાલિક કરવાની રહેશે અને જો આવી જાણકાર દ્વારા સલાહના ઉજારને તાત્કાલિક નહીં કરવામાં આવે તો કામની સાઈટ ઉપર માલુમ પડે કે ચોરીના પનામાં ઉજારદાર પોતે પણ પસકાર છે તેમ મહી તેની સામે પતલા લેવામાં આવશે. ઉપરાંત કામ ઉપરના તાત્કાલિક કરવાની જોવા કે કારકુન, વડે આવીસ-ટ વેઓની પણ રીપોર્ટ કરવાની જવાબદારી છે તેઓએ માલ-સામાન કામની સાઈટ ઉપરથી ઉપરી ન જાય તે જોવાનું રહેશે તેમની જાણ બદલ જે આ માલસામાન ઉપરી જાય તો તેવા બનાવ બને ત્રણ દિવસમાં રીપોર્ટ કરવામાં મિલકત જશે તો તેઓ સામે પણ જવાબદારી નક્કી કરવા પતલા લેવામાં આવશે (મા. મ. વિ. નો ડાયરેક્ટ કમ્પ્લે. એમ. - ૧૦૯૦/પુ.ઓ. - ૧૩(૫), તા. ૨૪-૧૦-૯૦).

(૭) જ્યારે કો-ટ્રાક્ટર તારણવાળી પેલથી લેવા ઉજાર તો તેમ ત્યારે તેને અરજ કરી નમૂના- ૩૧માં બીરોખત કરવાનો રહેશે. આ અરજ જોડે માલસામાનની ખરીદીનું બિલ અથવા ઉ-નોંદણ/પીપીવીરી ચલણ અરજ સાથે રજૂ કરવાનું રહેશે. આવા બીરોખતથી સરકારને તારણવાળા માલસામાન ઉપર 'લીમન' પ્રાપ્ત થશે અને કો-ટ્રાક્ટર કામ ખોરબે પડે, માલસામાનમાં પડ, દુરુપયોગ કે ચોરીદારી તથા સલામતીની વ્યવસ્થાના અભાવે ખોટ કે ખર્ચ થાય તે સામે સરકારને રક્ષા મળશે.

(૮) રૂપિયા ૧૦,૦૦૦ થી વધુ રકમનું સિક્કોઈ એડવાન્સ આપવાનું હોય ત્યારે આવા માલસામાનની પૂરેપૂરી ચકાસણી કાર્યપાલક ઉજારદારીએ કરવાની રહેશે. (R. & B. D. G. R. No P. W. M. -1090-40-13(5)-C, dated 24-4-92.)

(૯) સિક્કોઈ એડવાન્સની રકમ જેટલી બેંક નેર-ટી ઉજારદાર રજૂ કર્યા બાદ જ સિક્કોઈ એડવાન્સ ચૂકવવામાં આવશે. (મા.મ.વિ.નો તારીખ ૪-૧૦-૯૦નો ડાયરેક્ટ કમ્પ્લે. એમ. - ૧૦૯૦/પુ.ઓ. - ૧૩(૫) - ચ)

**CLAUSE-72 Advance Payment :** Advance payment for the work done, but not measured, may be made upto 80% of the approximate value of the work done as shown in the progress reports of approximate measurement Sheets with location furnished by the sub-Divisional Officer subject to the following conditions :-

(1) That in the case of advance payment on the item of earth-work payment should be made on the basis of detailed measurements except during the monsoon period (June to September).

(2) That the detailed measurements should be recorded within the month from the date of payment of the bill incorporating the advance payment. However in the case of sectional measurements of earth work, detailed measurement should be recorded within three months listed of one month stipulated above.

(3) If, on recording of the detailed measurements, it is found that the advance payment was made for more amount than the value of work now measured, excess payment shall be refunded forthwith by the contractor on demand, if it cannot be adjusted from the bill in which the items on which advance payment was given are recorded by measurements.

**CLAUSE-73 Advance Against Machineries :**

1. Secured advance on plants and machineries brought to the site of work is admissible for the contracts estimated to cost more than Rs. Ten Lacs.

2. Simple interest in such advances granted to contractor against plants and machineries brought to work sites be charged at the rate of ..... % per annum.

3. The recovery of the advance shall be effected from the second month from the month in which advance is given and full recovery will be completed by the time seventy five percent of scheduled time is completed.

4. Such advance will be limited to 5 percent of the estimated amount put to tender.

5. The advance will be granted for the plant and machinery actually brought to the site of work.

6. The machinery and equipment on which the advance is granted shall be of full undisputed ownership of the contractor, and they shall be hypothecated to Government and also comprehensively insured till the advance granted is fully recovered. The hypothecation deed shall be executed separately before the advance is actually given.

7. The advance will be granted as 75 percent of the cost of new equipment for which the contractor is able to produce purchase-vouchers and other documents. This will not be applicable in the case of second-hand equipment purchased the contractor.

8. In the case of used or second-hand equipment brought by the contractor, advance will be allowed at 50 percent of the value of the equipment arrived at in the following manner :-

(a) For used equipment, for which the records of original purchase price and past utilisation are available, depreciated value, so worked out will be subject to the confirmation by Mechanical wing of the Department.

(b) For used equipment, for which proper records of purchase price and past utilisation are not available, the value will be assessed by a committee of Executive Engineers of Civil and Mechanical Wings. The value assessed will be based on the probable age of the equipment, its present condition and its probable depreciated value. In working out depreciation age of the equipment, its present condition and its probable department of spares, repair, reconditioning of the equipments shall not be taken into account towards the capital cost. The value arrived at by the committee will be final.

9. No advance may be allowed for equipment which is more than 8 years old or which has already worked for more than 60 percent of its life.

10. No advance shall be given on transport-vehicles like jeeps, station-wagons, estate-car and such other vehicle ordinarily required for transport purposes.

11. The recovery will have to be completed within the stipulated period of completion of work i.e. .... months.

[Specified advance on Plant and machinery brought on site of work can be given to contractor only after prior approval of the Government [G.P.W. Vol. - I Para 344-C(i)]

**CLAUSE-74 Mobilisation Advance :** 1. Mobilisation advance to the extent of 5% of the estimated cost may be granted at the commencement of the work after the contractor has set up camp on site has brought machineries, equipment and centering etc., for well-sinking and has completed the work of service road, water-supply and lighting arrangements on the site of works which are estimated to cost over Rs. 40 lacs.

2. The advance will carry a simple interest at the rate of ..... % per annum.

3. The recovery of advance shall commence from the sixth month from the month in which the advance is paid, and full recovery of advance and interest shall be completed by the end of ..... month from the date of issue of work order, in other words,

Signature of the contractor :

કો-ટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઉજારદારની સહી :