

**CONTRACT NO.**  
**GUJARAT WATER SUPPLY & SEWERAGE BOARD**  
**GANDHINAGAR**  
**(A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING)**



**Name of work: Providing, supplying, lowering, Laying and Jointing of 110 mm Dia PVC Pipeline at Navapura (Sundhiya) Village Under Dharoi Regional Water Supply Scheme. Ta.-Vadnagar & Dist.-Mehsana.**

**Estimated Cost :- Rs. 9,44,360.88**

**VOLUME - II**

**General Conditions of Contract**

**Executive Engineer**  
**Public Health Dharoi Project Division**  
**Gujarat Water Supply & Sewerage Board**  
**Mehsana**

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## GENERAL CONDITIONS OF CONTRACT

### (CLAUSE-1) Security Deposit:

Within ten days from the date of issue of the letter accepting his Tender, the successful Bidder shall furnish the required Security Deposit for performance and attend the office of the Engineer In-Charge for execution of the Contract documents. If he fails to furnish the Security Deposit for performance or to execute the Contract for the work offered to him, his EMD shall be forfeited and the Bidder may be disqualified from tendering for further works.

The successful bidder shall have to pay initial performance security deposit in the form of an unequivocal bank guarantee equivalent to 2.5% of the contract value issued by any nationalized bank or as per list mentioned in GR of. Finance Department, GR. No: **FD/MSM/e-file/4/2024/2859/D.M.O. Date: 01/05/2025 (Enclosed)** Further amount equivalent to 2.5% shall be deducted from the running bill as retention money so that total performance security deposit turns out to be 5% of the contract value.

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

~~The successful bidder shall have to pay performance security deposit for O&M works in the form of an unequivocal bank guarantee equivalent to 10% of the O&M contract value issued by any nationalized bank or as per list mentioned in GR of. Finance Department, GR. No: **FD/MSM/e-file/4/2024/2859/D.M.O. Date: 01/05/2025 (Enclosed)**. (Enclosed) In case the contractor quotes less than the rates of ~~.....% (% of estimated cost for O&M with respect to capital cost)~~ of estimated cost for O&M work, the difference between O&M cost as per ~~.....% (% of estimated cost for O&M with respect to capital cost)~~ of the contract value and their quoted price shall have to be paid by the contractor in the form of security deposit to GWSSB, in addition to the required security deposit as per O&M contract.~~

~~The performance security for the works shall be valid beyond 30 days from the date of issue of the Taking-over certificate at the end of defect liability period and performance~~

security for the O&M works shall be valid 30 days beyond the date of completion of the O&M period.

2.5% performance security and 2.5% retention money recovered from each running bills till successful completion of the work (Total 5% of contract value) shall be released as mentioned below:

- (i) 50% of total security amount shall be released after 30 days from the date of successful commissioning subject to the receipt of 10% amount of the O&M contract value as O&M security deposit from contractor (If O & M included).
- (ii) Remaining 50% of total security deposit shall be released after 30 days from the date of successful completion of the defect liability period i.e. 1 (One) year from the date of successful completion.
- ~~(iii) The overall security deposit for O&M works shall be limited to 10% of the O&M contract value and shall be valid up to 30 days from the date of successful completion of the O&M works.~~
- ~~(iv) On successful completion of O&M and settlement of all dues recoverable from contractor the 10% SD for O&M period shall be released within 30 days from the date of successful completion of O&M works.~~

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

**(CLAUSE-2) Liquidated damages for delay:**

**2.1 Overall Physical Progress of work :**

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

Time	Percentage of work (Physical)	MODE OF DEDUCTION AT EACH MILE STONE
25%	15%	DEPOSIT
35%	25%	DEPOSIT
50%	40%	DEPOSIT
60%	50%	DEPOSIT
75%	75%	DEPOSIT
100%	100%	LD Deduction

- b) However if the contractor fails to meet any of the milestone both in time (e.g. 25 % for first milestone) and corresponding Physical progress (e.g. 15 % for

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

- c) However, if the contractor meets any of the next milestones of physical completion of work within the corresponding time limit as per the table above, the amount kept as deposit as per para (b) above, shall be returned to the contractor after completing that milestone.
- d) If the contractor does not complete the entire work under the scope on the date of Completion, (i.e. 100% of the physical progress at the end of 100% of the time of completion), Liquidated damages at the rate of 0.1% of contract value per day of delay shall be recovered from the contractor. In such case, the amount retained as deposit shall be converted into liquidated damages.
- e) In case the time limit for completing the work is extended under any circumstances by GWSSB the milestone for completing the works will get changed according to the table as specified in Clause (a) above. Subsequently in event of any amount deposited as per Clause (b) above shall be released to the contractor. But in case, the work is not completed within the extended time limit and no further time extension to be granted, the liquidated damages shall be payable as 0.1% of the total contract value per day subjected to the maximum amount of 10% of the Estimated amount put to tender or total contract value whichever is higher.

## 2.2 Pipeline Crossing Works :

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

NO.	AUTHORITY	TIME LIMIT IN MONTHS
a.	Railway	6 months from the date of receiving the work permit or 2 months from the date of receiving caution order from Railway or 6 months from the date of issue of LOI, whichever is later <b>(While calculating the total time limit for completion of the structures of Railway, the relevant rules of the railway authority should also be taken into account.)</b>

b.	National Highway	6 months from the date of receiving the permission from Concerned Authority or from the date of issue of LOI, whichever is later
c.	State Highway	6 months from the date of receiving the permission from Concerned Authority or from the date of issue of LOI, whichever is later
d.	Major Canal Crossing	6 months from the date of receiving the permission from Concerned Authority or from the date of issue of LOI, whichever is later
e.	Minor Canal Crossing	3 months from the date of receiving the permission from Concerned Authority or from the date of issue of LOI, whichever is later
f.	Gas / Oil / Petroleum Pipeline	6 months from the date of receiving the permission from Concerned Authority or from the date of issue of LOI, whichever is later
g.	Forest	6 months from the date of receiving the permission from Concerned Authority.

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

### 2.3 Supply of Pipes :

- ~~a) The contractor shall pay specific attention to timely supply of pipes under the project. The contractor is bound to supply pipes as per the specification laid within the time period stipulated in work plan approved by EIC. For ensuring the same, the contractor has to upfront declare at the time of bidding, their method of procurement of pipes i.e. (i) Through cash (if yes, this has to be reflected in their cash flow / fund flow plan to be submitted by contractor within one month from the date of signing of contract agreement) (ii) Through credit (iii) Through Letter of Credit (LOC); etc. In case of LOC, the contractor will enter into/ open LOC with the approved vendor within one month from the date of approval of QAP of pipes matching with delivery schedule. The maximum ceiling for number of times for opening of LOC is four, however the date of opening of last LOC with approved vendor for supply of pipes will be 4 month prior to stipulated end date for supply of pipes as per approved work plan.~~

- ~~b) The event of non supply of pipes, as per approved work plan / delivery schedule shall attract compensation at the rate 0.25% of cost of pipes, calculated on the basis of BOQ, to be supplied per month, per day of delay and will be having cumulative effect till the date of actual supply of pipe. The compensation levied under this clause shall be of permanent nature and is non refundable under any circumstances. However, the maximum ceiling limit of 10% of Contract Price as specified above shall also apply to liquidated damage deducted under this clause.~~
- ~~2.4 The bidder shall furnish declaration for arrangement of supply of Flow Meter of specified nature as per contract and shall submit as per Performa for 'Assured Flow Meter Supply Declaration' as per Form.~~
- 2.5 The aggregate maximum amount of liquidated damages recoverable under this Clause-2 "LIQUIDATED DAMAGES "shall be subject to ten percent of the total contract value.
- 2.6 The reasons requiring recovery of liquidate damages of ten percent of the contract value for performance shall be sufficient cause for termination of contract and for forfeiture of security deposit including amount of performance bond/security and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases.

**(CLAUSE-3) Default by Contractor:**

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

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

The Engineer In-charge if necessary shall direct that a part of the whole of such plant, equipment and material be removed from the site within a stipulated period, if the Contractor fails to do so, the Engineer- in-charge shall cause them or any part of them to be sold holding the net proceeds of such sale to the credit of the Contractor. After

settlement of accounts, the lien by the Government of the contractor's remaining plant equipment and balances of materials shall be released.

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

**(CLAUSE-4) Actions when the progress of any particular portion of the work is unsatisfactory.**

If the progress of any particular portion of the work under Contract is unsatisfactory, the Engineer-in-charge shall, notwithstanding that the general progress of the work is satisfactory, in accordance with Clause-2 be entitled to take necessary action under Clause-3, after giving the Contractor ten 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-5) Non exercise of power under Clause-3 not a waiver.**

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

**(CLASE-5A) Powers to seize tools, plants, machineries, materials and stores of the contractor on invocation of clause 3**

In the event of the Engineer- in charge taking action under clause 3, he may, if so desire, take possession of all or any tools, plants, machineries, materials and store in or upon the work or the site thereof or belonging to the contractor or procured by him and intended to be used for upon the work of the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, by paying or allowing for the same in account at the contract rate or in case of contract rates not being applicable at such reasonable rates, as may be comparable to current market rates where ascertainable of similar articles and comparable condition, to be certified by the Engineer-in-charge. In the alternative the alternative the Engineer-in-charge may by notice in writing to the contractor or his clerk of the works foreman or other authorized agent require him to remove such tools, plants, machineries, materials or store 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.

**(CLASE-6 ): Extension of time limit:-**

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

**(CLASE-7 ): Final measurement and final bill on completion of work:**

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

No certificate of completion shall be issued not shall the work be considered to be complete till the contractor shall have removed from the premises, on which the work has been executed, all scaffoldings, sheds and surplus materials, except such, as are required for rectification of defects; rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor for the workmen and cleared all dirt from all parts of building(s) in, upon or around which the work has been executed or of which he may have possession for the purpose of the execution thereof and cleared floors, gutters and drains, cased doors and sashes, oiled locks and fastening labelled keys clearly and handed them over to the Engineer- in- charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. if the contractor shall fail to comply with any of the requirements of these conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may, at the expense of the contractor, fulfil such requirements and dispose of the scaffolding, or surplus materials and rubbish etc. as he thinks ft and the contractor shall have no claim in respect of any such scaffolding or surplus materials accept for any sum actually released by the sale thereof less the Cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expenses of fulfilling such requirements are more than the amount realised such disposal as aforesaid the contractor shall forthwith, on demand, pay such excess. The Engineer- in-charge shall also have the fights to adjust the amount of excess against any amounts that may be payable to the contractor.

**(CLAUSE-8 ): Intermediate and final payments:**

No payments shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to

receive payment proportionate to the part of the work then approved and passed by the Engineer- in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only on not as payments for work actually done and completed and shall not preclude the Engineer- in-charge from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contractor or any part thereof in any respect or the accruing of any claims, nor shall it conclude, determine, or affect in any way the power of the Engineer-in-charge as to the final settlement and adjustment of the account or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

**(CLAUSE-9): Payment at reduced rates:**

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

**(CLAUSE-10): Bill to be submitted monthly**

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

**(CLAUSE-11): Bills and rates payable:**

The contractor shall submit all the bills on the printed forms at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the agreement or at the partly reduced rates subject to the approval 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 these conditions and not mentioned or provided for the tender, at the rate here in after provided for such work.

**(CLAUSE-12): Materials to be supplied by the department.**

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

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

**(CLAUSE-12A): Consumption and return of materials supplied by the department.**

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

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

**(CLAUSE-12B):- Safe custody of materials supplied by the department**

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

**(CLAUSE-13): Drawings, designs, instructions of the engineer-in-charge and specifications, order of precedence in case of discrepancies**

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

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

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

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

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

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

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

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

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

**(CLAUSE-14) Excess over Tender Quantities, Extra Items and Variations**

The Engineer-in-charge shall have power to make any alterations in or addition to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the 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 work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work.

- (14.1) **Except that when the quantity of any item exceeds the quantity as in the tender by more than 30 %, the contractor will be paid for the quantity in excess of 30 %, at the rate entered in the S.O.R of the year during which the excess in quantity is first executed or tender rate whichever is less and for the materials consumed in excess quantity the rate for the materials to be charge would be the basic rate taken into account for fixing the rate for the S.O.R. above instead of the rate stipulated in schedule-A.**

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

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

- (ii) If the rate cannot be derived in accordance with (i) above, such class of works shall be carried out at the rate entered in the Schedule of GWSSB for the year in which the tender was received, increased or decreased by the percentage by which the tender amount is more or less as compared to the amount arrived at the rates in the in "Schedule of Rates" of the Division in the year in which the tender was received. If the Schedule of rates of GWSSB does not contain all the items, the percentage increase or decrease

of the tender shall be calculated considering such items which were included in the "Schedule of Rates" of the Division for the year and for materials consumed on such item the rate to be charged would be the basic rate taken into account for fixing the rate in S.O.R. referred to above, instead of the rate stipulated in Schedule 'A'.

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

(14.3) If the additional or altered work, for which no rate is entered in the "Schedule of Rates" of GWSSB 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 be intimated in writing be at liberty to cancel his order to carry out such class of work and arrange to care if 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 of 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 to 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.

**(CLAUSE-15) No. Claim to any payment or compensation for alterations or for restrictions of work**

If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever, require the whole or part of the work, as specified in the

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

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

**(CLAUSE 16 :) Claims under the contract**

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

**(CLAUSE-17) Remedies for inferior or bad work, materials of workmanship and maintenance clause:**

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

be at the risk and expense in all respects of the contractor. Should the Engineer -in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

**(CLAUSE-17A) Defect liability clause:**

The contractor shall be responsible to make good and remedy at his own expense any defect in works (Items) carried out by the contractor including surface worn out which may develop or may be noticed or may be noticed before the period mentioned hereunder from the certified date of completion. The Engineer-in-charge shall give the contractor a notice in Writing about the defects and the contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the contractor, the Engineer- in charge may rectify or remove or re-execute the work at the risk & cost of the contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, incurred by him in rectification, removal or re-execution. The Defect Liability Period shall be **1 year** from the certified date of completion of work.

**(CLAUSE-18) Work to be open to inspections- Contractor or responsible agent to be present:**

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

**(CLAUSE-19) Notice to be given before work is covered up:**

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

**(CLAUSE-20) Damage to contract work-in-progress and damages to surrounding properties.**

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

**(CLAUSE-20-A) Damages due to acts of God and unprecedented floods.**

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

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

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

**(CLAUSE-21) Contractor to supply plant, ladders, Scaffolding etc. and is liable for damage arising from non- provision of lights, fencing etc-:**

The contractor shall supply at his own cost all material (except such special materials if any, as may, in accordance with the contract to be supplied form the Public Works Department Store), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of the work whether in the original, altered or substituted form and whether included in the specifications. or other documents forming part of the contract or referred to in these conditions of not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter or to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of settings out works and counting, weighing and assisting in the measurement of examination at any time and form time to time, of the work or the materials, failing this, the same may

be provided by the Engineer -in-charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contractor or from his security deposit, or proceed of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defences of every suit, action or other legal proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may, with consent of the Contractor, be paid in compromising any claim by any such person.

**(CLAUSE-21A) Regulations for scaffolds, working platforms, gangways and stairways**

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

- (a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- (b) A scaffold shall not be constructed, taken down or substantially altered except-
  - (i) Under the supervision of a competent and responsible person.
  - (ii) Appointed by contractor and by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and all ladders shall-
  - (i) be of sound material
  - (ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and,
  - (iii) be maintained proper condition.
- (d) Scaffolds shall be so constructed that on part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.
- (g) Scaffolds shall be periodically inspected by a competent person.
- (h) Before allowing a scaffold to be used by his workmen, the Contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation herein specified.
  - (i) Working platforms, gangways shall-

- (i) be so constructed that no part thereof can sag unduly or unevenly.
- (ii) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and-
- (iii) be kept free from any unnecessary obstruction.
- (i) In the case of working platforms, gangways, working places and stairways at a height exceeding 2.00 metre (to be specified)
- (i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
- (ii) Every working platform, gangway, working place and stairway shall be suitably fenced.
- (k) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the access of person or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or material.
- (l) When persons are employed on a roof where there is danger of falling from a height exceeding 3.00 (to be specified) meters suitable precaution shall be taken to prevent the fall of persons or material.
- (m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.
- (n) Safe means of access shall be provided to all working platform and other working places.

**(CLAUSE-21B) Regulations for hoisting appliance**

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

- (a) Hoisting Machines and tackle including their attachments, anchorages and supports shall-
  - (i) be of good mechanical construction sound material and adequate strength and free from patent defect, and
  - (ii) be kept in good repair and in working order.
- (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- (c) Hoisting machines and tackles shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by Engineer-in-charge.

- (d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- (e) Every crane driver or hoisting- appliance operator shall be properly qualified.
- (f) No. person who is below age of 15 years shall be in control of any hoisting machine, including any scaffolds, nor shall give signals to the operator.
- (g) In the case of every hoisting machine and of every chain, ring hook, shackle, swivel and pulley block used in hoisting of lowering or as a means of suspension the safe working load shall be ascertained by adequate means.
- (h) Every hoisting machine and all gears referred to in preceding regulation shall be plainly marked with the safe working load.
- (i) In the case of hosting machine having a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated.
- (j) No part of any hoisting machine or gear referred to in regulation 'g' above shall be loaded beyond the safe working load except for the purpose of testing.
- (k) Motors, gears, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with sufficient safeguards.
- (l) Hoisting applications shall be provided with such means as will reduce to a minimum the risk of the accidental decent of the load.
- (m) Adequate precautions shall be taken to reduce to minimum the risk or any part of a suspended load becoming accidentally displaced.

**(CLAUSE-22) Measures for prevention of fire:**

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

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

**(CLAUSE-23) Liability of contractors for damages done in or outside work area:**

Compensation for all damage done intentionally or unintentionally by Contractor's labourers whether in or beyond limits of Government property including any damages caused by the spreading of fire mentioned in the clause 22, shall be estimated by the Engineer-in - charge, or such other Officer as he may appoint and the estimates of the Engineer-in-charge, subject to the decision of the Superintending Engineer, on appeal, shall and the contractor shall be bound to pay the amount of the assessed compensation on

demand, failing which the same will be recovered from the Contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

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

**(CLAUSE 24) Risk & Cost**

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

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

- b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the Contractor under the terms of this Contract. The certificate of the Engineer-in-charge, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that; if the expenses incurred by the Department are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
- c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof, as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by Government under this contract or on any other account whatsoever, or from his Earnest Money, Security Deposit, Enlistment Security or the proceeds of sales thereof, or a sufficient part thereof, as the case may be. In the event of any one or more of the above courses being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified. No interest shall be payable to the Contractor on any payment due or awarded by any authority.

**(CLAUSE 25) Recovery from Contractors**

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

- a) Appropriating, in part or whole of the Performance Guarantee and/or Security Deposit and / or any sums payable under the contract to the contractor.

- b) If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other contract of the department, including the securities which become due for release.

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

**(CLAUSE 26) Work not to be sublet; consequences for unauthorised subletting, bribing and becoming insolvent.**

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

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

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

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

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

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

**(CLAUSE-27) Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss:**

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government

without reference to the actual loss or damage sustained and whether any damage has or had not been sustained.

**(CLAUSE-28) Change in the constitution of firm to be notified:**

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

**(CLAUSE-29) Works to be under directions of Executive Engineer:**

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

**(CLAUSE-30) Settlement of Disputes & Arbitration:**

**A) SETTLEMENTS OF DISPUTES:**

- i) If any dispute of any kind whatsoever may arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing any question regarding its existence validity or termination, or the execution of the works whether during the progress of the work or before or after the termination, abandonment or breach of the contract, the either parties shall have to raise/ refer their disputes/ differences / claims in writing to the other party, within a period of 30 days on occurrence of such events, to resolve any such dispute or difference.
- ii) The contractor shall have to refer their disputes to the concerned Superintending Engineer. After receipt of the dispute from the contractor under this clause, the Superintending Engineer In-charge of works shall have to submit their report to the Chief Engineer within a period of 90 (Ninety) days. The Chief Engineer shall offer an opportunity to the contractor to be heard and to furnish evidence in support of their disputes within 30 (Thirty) days after the receipt of the disputes duly compiled by Superintending Engineer. After hearing the contractor regarding their disputes along with their documentary support and the concern Superintending Engineer & Executive Engineer in charge of the work, the Chief Engineer shall give decision within a period of 120 (One Hundred Twenty) days or the contractor is dissatisfied with the decision within 120 (One Hundred Twenty) days after the contractor has been heard. If The Chief Engineer does not give decision within 120 (One Hundred Twenty) days or the contractor is dissatisfied with the decision of the Chief Engineer, the contractor shall within 30 (thirty) days after receiving the instruction or decision, appeal to the Member Secretary, GWSSB. After hearing both the parties the Member Secretary,

GWSSB will give reasonable decision within 180 (One Hundred Eighty) days from the date of receipt of appeal by the contractor. The decision of the Member Secretary, GWSSB shall be final and binding on both the parties. If the Member Secretary, GWSSB does not give decision within 180 (One Hundred Eighty) days after the date of appeal by the contractor, the contractor will have right to refer the dispute to arbitration tribunal as per provision of clause "Arbitration".

**B) ARBITRATION:**

- i) Subject to Clause (A) mentioned above and in the event of any dispute or difference arising out of or in any way relating to all concerning these contracts or the construction or effect of these contracts shall on the initiative of either party to the contract be referred to "The Arbitration Tribunal Constituted Under The Provision Of Gujarat Public Work Contract Dispute Arbitration Tribunal Act, 1992".
- ii) The arbitration shall be conducted in accordance with the provisions of the "Gujarat Public Work Contract Dispute Arbitration Tribunal Act, 1992" or statutory modifications there on. The Arbitration shall be held at such place and time as the Tribunal may determine.
- iii) The decision of the tribunal shall be final and binding upon both the parties. The expenses of the arbitration shall be paid as may be determined by the Tribunal.
- iv) Performance of the contractor under the contract shall if reasonably be possible, continue during the arbitration proceedings and payments due to the contractors by the owner shall not be withheld, unless they are the subject matter of the arbitration proceedings.
- v) The dispute is deemed to have arisen on the date, on which Member Secretary, GWSSB shall not give his decision as mentioned above in Clause (A) or in the case of intimation of any decision, the contractor intimates in writing that he has finally refused to accept the offer made by the GWSSB.
- vi) Where any dispute arises between the parties to the work contract either party shall irrespective of whether such works contract provides for any arbitration or not, refer, within one year from the date that Member Secretary, GWSSB has not given the decision as per Clause (A) such dispute in writing to the Tribunal for arbitration in such form and accompanied by such documents or other evidence any by such fees, as may be prescribed.
- vii) Legal jurisdiction: All question relating to this Tender shall be governed by the law of India and shall be subject to jurisdiction of court at Gandhinagar, Gujarat.

**(CLAUSE-31) Deleted.**

**(CLAUSE-32) Lump sum in estimates:**

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

**(CLAUSE-33) Action where no specifications:**

In the case of work for which there is no such specification, such work shall be carried out in accordance with the Divisional Specification and in the event of there being no Divisional Specifications, then, in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

**(CLAUSE-34) Definition of work:**

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

**(CLAUSE-35) Non refund of quarry fees & Royalties:**

The contractor shall pay the royalty to the competent authority/ local body as per rules. The contractor shall furnish quarterly the statement showing quarterly or quarried materials, from whom purchased (with full address of the seller) and copies of bills for purchase to the District Officer of the Mining and Geology Department or authority competent to levy royalty in the area of work. Contractor shall also furnish such additional information as regards royalty payment to the Royalty authority. The royalty charges paid shall be borne by the Contractor and shall not be reimbursed by the Executive Engineer (Authority: R & BD Circular No. TNC-2286-UO-39(19)-C, dtd,23/10/1989)

**(CLAUSE-36) Compensation under the workmen's compensation Act:**

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

**(CLAUSE-36A) Liability of the contractor in case of accidents**

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

**(CLAUSE-36B) Arrangements for personal safety requirements and first aid**

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

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

**(CLAUSE-37) Quantities in the tender to be considered approximate and they are subject to variations.**

The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the tender. In the case of increase in the quantities by more than 10% the new rate will be paid to the contractor for the quantities in excess of 10% as per schedule of rates of GWSSB/ R&B. The rates for the increased quantities as aforesaid will be fixed in the manner specified in Clause-14.

**(CLAUSE-38) Employment of famine or other labour:**

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

**(CLAUSE -39) Claim for compensation for delay in starting the work**

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

**(CLAUSE-40) Claim for compensation for delay in the execution of work**

No claim for compensation shall be allowed for any delay in execution of the work on account of water standing in borrows pits or compartment. The rates are inclusive of hard

or cracked soil, excavation in mud, sub soil water or water standing in borrow-pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.

**(CLAUSE -41) Entering upon or commencing any portion or work:**

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

**(CLAUSE-42) Minimum age of person employed:**

- (i) No contractor shall employ any person who is under the age of 18 years.

**(CLAUSE -43) Method of Payment:** Payment shall be made by cheques or RTGS directly into account of the contractor

**(CLAUSE -43-A) Set off Clause**

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

**(CLAUSE -44) Check Measurements**

- 44.1. The department reserves to itself the right to prescribe a scale of check measurement of work in general or specific scale for specific works or by other special orders.
- 44.2. Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.
- 44.3. Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per clause 24 above.

**(CLAUSE -45) Termination by Engineer in Charge**

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

45.1. The Engineer in Charge shall be entitled to terminate the Contract if the Contractor:

- a. abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
- b. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c. without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time as specified in Clause-3, Clause 20, Clause 21 and Clause 23.
- d. the Contractor does not maintain a valid instrument of financial security as prescribed;
- e. the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
- f. If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the contract document.
- g. If the contractor, in the judgment of the Engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract as specified in clause 26.
- h. Any other fundamental breaches as specified in the Contract.

45.2. In any of these events or circumstances, the Engineer in Charge may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (c) or (g), the Engineer in Charge may terminate the Contract immediately.

45.3. Notwithstanding the above, the Engineer-in-Charge may terminate the Contract for convenience by giving notice to the Contractor.

**(CLAUSE -46) Payment upon Termination**

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

**46.1. Payment on termination under clause 45.3 above -**

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

**46.2. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered as per clause 25 above.****(CLAUSE-47) Rates Exclusive of GST but inclusive of all other taxes (Central, state and local).**

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

**NOTE:**

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

**(CLAUSE-47A) Income tax:-**

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

**(CLAUSE -48) Employment through Employment Exchange and local labour**

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

**(CLAUSE -49) Fair Wages:**

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

contractor after making due inquiries and establishing the claim(s) of the labourer(s)/ worker(s).

The contractor shall not be entitled to any payment of compensation on account of any loss that the contractor may have to incur on amount of the action as aforesaid. Before the action as aforesaid, is enforced, a notice in writing to the contractor shall be issued by the Engineer-in-charge to pay the wages as per

Minimum Wages Act in force at the relevant time. If contractor does not act as afore said within seven days, then the action contemplated as above shall be taken against him.

**(CLAUSE -50) Deleted**

**(CLAUSE -51) List of Machinery:**

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

**(CLAUSE -52) Deleted**

**(CLAUSE -53) Local labour on normal rates:**

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

**(CLAUSE -54) Land on Hire and rental charges**

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

**Land Measuring Charges**

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

**(CLAUSE -55) Vaccination to labourers**

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

**(CLAUSE -56) Camp Facilities to Workers.**

**1. Huts:**

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

- (1) Huts of bamboos and grass may be constructed.
- (2) A good site shall be selected. High ground removed from jungle but well provided with trees shall be chosen wherever it is available. The neighbourhood of rank jungle, grass or weeds should particularly be avoided. Camps should not be established close to large cuttings of earth-work.

- (3) The lines of huts shall have open spaces of at least 10 m. between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.
- (4) There should be no over-crowding. Floor spaces at the rate of 2.8 Sq. m. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
- (5) The contractor must find out his own land. If he wants Government land, he should apply for it and pay assessment for it.

**2. Drinking Water:**

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

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

- (a) Where female 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 or 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 of For Women Only : as the case may be.
- (2) The notice shall also bear the figures of a man or of a women, as the case may be.

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

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

- (1) The latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment.
- (2)(i) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
- (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 their wise, so also be conveniently accessible in or near the latrines and urinals.

**9. Bathing and washing places:**

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

**10. Drainage:**

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

**11. Medical Facilities:**

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

**12. Conservancy and cleanliness:**

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

**13. Health Provisions:**

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

**14. Precaution against epidemic:**

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

**15. Rest Rooms**

- (1) In every place where in contract labour is required to halt at night in connection with the contract works and in which employment of contract labour is likely to continue for three months or more, the contractor shall

provide and maintain rest rooms or other suitable alternative accommodation within fifteen days of the employment of contract labour.

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

**16. Canteen Facilities:**

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

**17. Accommodation in canteen:**

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

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

**18. Accommodation in dining hall:**

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

**19. Equipment in canteen:**

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

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

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

**21. Prices to be displayed:**

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

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

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

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

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

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

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

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

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

**(CLAUSE -57) Gum boots, hand gloves, masks etc, to labourers**

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

**(CLAUSE -58) No distinction between harijans and other workers**

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

**(CLAUSE-59) Price Variation Clause:****B) PRICE VARIATION FOR UPVC PIPES:**

The price variation will be based on PVC resin rates Prime Grade 67 GER 01 (Formerly known as A Grade 67 GER 092) announced by RIL from time to time.

For purpose of variation, 900 Kg of PVC resin will be considered for one ton of PVC pipes. In the event of any variation, prices will be calculated as:

$$P = 0.90 (A-B) \times C$$

Where:

P	:	Price Variation per tonne
A	:	Current Price of PVC resin per tonne fixed by RIL (As published on GWSSB Website ) (Price Without GST) as on the date Which is offered for pipe inspection.
B	:	Price of PVC resin per tonne as per as published on GWSSB Website (Price Without GST) On last date of Online bid submission (i.e. Last date of online submission as per the n-procure website log)
C	:	Weight of pipe ( In this case value of C= 1 Tonne)

Note: Price of PVC resin per tonne shall be considered after deducting regional subsidy if any declared by the RIL.

Condition for variation in price of uPVC PIPES:

1. No Ceiling for Escalation for difference in the cost of uPVC Pipe will be applicable.
2. This Clause shall be operative from the date of Signing of Agreement and up to the expiry of original time limit of Tender.
3. The contractor shall have to give undertaking at the time of claiming their bills for price variation as under:

"We hereby certify that the uPVC resin of the uPVC Pipes for which the bill preferred is not purchased through any Government or Semi Government undertaking at the concession rate"

4. Price Variation (payable/Recoverable) on Extra and Excess Items shall be allowed upto increase of 10% (due to Excess+Extra) of overall total length of respective type of pipelines (PVC or DI or MS or HDPE) mentioned in BOQ of the tender.
5. If the time limit is extended without penalty, then in such case price variation (positive/negative) on the pipes shall be applicable restricted to the Bill of Quantities mentioned in tenders plus Excess and Extra Subject to Clause 4 above. For that part of the extended time for completion, wherein delay is attributable to contractor for the quantities procured during such time period, no positive price variation (Extra payable to contractor) shall be admissible but negative price variation (Recovery against quoted price) shall be admissible. For this purpose, days on which penalty is imposed shall be counted backwards from the actual date of completion.
6. Price Variation shall be calculated by concern Division office and shall be verified by paying Authority prior to making payment.
7. This formula shall be used only for uPVC Pipeline for calculating Price Variation.
8. This clause will be applied to the work irrespective of the cost of the work.
9. The final amount of variation payable / recoverable shall be calculated only on basis of final publication of resin rate announced by IPCL.
10. In case of any discrepancy/dispute regarding application of price variation clause, decision of concerned Chief Engineer shall be final and binding to the contractor.

**(CLAUSE -60) Fencing and lighting:**

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

**(CLAUSE -61) Liability of Accidents to Persons:**

Responsibilities and liabilities of the contractor under workmen's compensation act are give in clause-37 in addition following shall also apply: (a) On the occurrence of an accident, which result in death of workmen employed by the contractor or which is so serious as is likely to result in death of any such workmen, the contractor, shall within 24 hours of happening of such accident(s) intimate, in writing to the Engineer-in-charge the fact of such accident(s). The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to

give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Government as a consequence of Government's failure to give notice under the workmen's compensation act or otherwise to conform to the provisions of the said act in regard to such accident(s) (b) in the case of an accident, in respect of which compensation may become payable under workmen's compensation Act, whether by the contractor or by the Government as principal Employer, it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the contractor, such sum or sum of money as may, in the opinion of the Engineer-in-charge, be sufficient to meet such a liability. The opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.

**(CLAUSE -62) Access to site and work on site:**

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

**(CLAUSE -63) Reports Regarding Labour:**

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

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

- (iv) A report of any accident, which may have occurred, to be sent within 24 hours of the occurrence.
- (v) Such other report as may be prescribed.

**(CLAUSE -64) Treasure Trove:**

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

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

**(CLAUSE -65) Indemnity:**

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

**(CLAUSE -66) Insurance of Labourers:**

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 or any part of the work, the contractor, on being required to rectify such errors by the Engineer-in-charge shall at his own expense do so to the satisfaction of the Engineer-in-charge. If however, such error is based on incorrect data supplied in writing by the Engineer-in-charge, the expenses of rectifying the same shall be borne by the Department. The checking of and setting out of any line or level by the Engineer-in-charge or his representative shall not in any way, relive the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all bench-marks, site-nails, page and other things used in setting out of the work(s).

**(CLAUSE -68) Cement Register:**

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

**(CLAUSE -69) Materials and Works Test Register:**

A register in the prescribed form showing day to day receipt, consumption and balance of cement on site of work by the Department, which shall invariably be signed by the Contractor of his authorized representative in taken of its correctness.

**(CLAUSE -70) Progress Schedule:**

- (a) The contractor shall furnish within one month (unless extended by the Engineer-in-charge) of the order to start the work, the progress schedule in quadruplicate indicating the date of starting, the monthly expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plants and machinery. the schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The schedule should be framed keeping requirement of the clause-2 of tender form in view and be such as in practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have to approval of the Engineer-in-charge. Further, the dates for the progress, as in this schedule shall be adhered to.
- (a) In case it is found necessary, at any stage to alter the schedule the contractor shall submit in good, time a revise schedule incorporating necessary modification proposed and get the same approved from the Engineer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Engineer-in-charge is further empowered to ask for more 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 advice 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 periodically 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 require by the Engineer-in-charge shall not entitle the contractor to any extra payment.

**(CLAUSE -71) Secured Advance : Deleted**

**(CLAUSE -72) Advance Payment : Deleted**

**(CLAUSE -73) Advance against Machineries: Deleted**

**(CLAUSE -74) Mobilization Advance: Deleted**

The employer shall make payment of advance with 12% interest per annum to facilitate mobilization on the part of the contractor not exceeding 10% of the contract value against unequivocal and unconditional bank guarantee. Such advance will be paid in two installments as under;

- (a) 5% of the construction contract price shall be payable on signing the agreement and against unequivocal and unconditional bank guarantee issued by a shortlisted bank as per N.I.T having its branch at Ahmedabad or Gandhinagar.
- b) Balance 5% of construction contract price shall be payable after one month of actual mobilization of men, machinery and equipment on site, and part procurement of pipes, against unequivocal and unconditional bank guarantee issued by a shortlisted bank as per N.I.T having its branch at Ahmedabad or Gandhinagar

The recovery of the advance shall start at the time when the contractor's billing amount reaches 25% of the construction contract price and the total recovery shall be effected by 90% of the construction contract time in equal installments.

**(CLAUSE -75) License for contract labour**

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

**(CLAUSE -76) : Recovery of Testing Charges and handing over empty cement bags**

All testing charges such as steel, cement, cubes, destructive tests of pipe weld joints etc shall be paid by the contractor. All inspection charges payable to the third party inspection agency shall be paid by GWSSB.

**(Clause: 77): Recover of Sales Tax**

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

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

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

**SPECIAL CLAUSE****(A) ROYALTIES**

The Contractor shall be liable to pay the royalty of the quarried materials /minerals used in the construction of works at the rates specified in the Narmada Water Resources, Water Supply & Kalpsar Dept. Resolution No. GEN-2010-595-(6) - M.I cell (k-1) Dtd.29/4/11 (Gujarati version, Copy enclosed ) and Notification of industries and mines Department Gandhinagar dated 18 June 2016. and shall be recovered from the running bills of the work from time to time to time and remaining amount if any shall be recovered from the final bill before releasing the security deposit of the work.

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

**(B) GENERAL DESIGN OBLIGATIONS:**

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

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

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

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

If the contractor has quoted unbalanced rates for items i.e. more than 10 (ten) percent of the overall percentage of accepted tender. The payment of such items in the running bills will be made at estimated rate of that item plus or minus

overall variation percentage of the accepted tender plus five percent of the estimated rate of that item, the balance amount as per accepted tender rate will be withheld from running bills and will be released as per R&B Department Circular no PARCH/102008/(61)C dated 03-05-2013. No interest will be payable for such withheld amount (R&B Department Circular no .PARCH/102008/(61) dated 27-11-2008) .

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

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

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

- a. AB/C May 1.2/2010-11, File No. 25/3095/2011-3959, Dated: 16.06.2011 issued by GWSSB "Jal Seva Bhavan" Sctor-10-A, Gandhinagar, Gujarat.
- b. Gen. 2010-595 (6) MIL (K-1), Dated: 29.04.2011, issued by NWRWS&Kalpsar Division, Gujarat.and Notification of industries and mines Department Gandhinagar dated 18 june 2016
- c. No: Material: cell/L/C/General/34, Dated: 21.01.2010 issued by GWSSB "Jal Seva Bhavan" Sctor-10-A, Gandhinagar, Gujarat.
- d. Central Excise Notification No. 26/2009-CE dated 4-12-2009 and Notification No.12/2012 CE dated 17-03-2012 and it's subsequent Amendment Notification issued from time to time.
- e. Annexure 1-Integrity pact to be signed by the contractor.
- f. Annexure 2-Insurance of work to be taken during execution of the contract if awarded.
- g. Annexure 3- GR. No : **FD/MSM/e-file/4/2024/2859/D.M.O. Date: 01/05/2025 (Enclosed)** mentioning the list of banks from which the SD/EMD shall be accepted.
- h. Annexure 4- R&B Department Circular no .PARCH/102008/(61) dated 27-11-2008 and R&B Department Circular no .PARCH/102008/(61) dated 03-05-2013.

- i. **Annexure 5** - Circular no. vigilance cell/inspection note/188 dated 19/3/2012 of Member Secretary, GWSSB, Gandhinagar (copy of circular in Gujarati version is attached )
- j. **Annexure 6-** Gujarat State Purchase Policy-2016 Resolution No. SPO/102015/691093/ch dated 03-06-2016