

Tender Documents for the Works of Strengthening of compound wall from main gate to gayatri mandir at AAU, Anand.

***Form B-1***



**ANAND AGRICULTURAL UNIVERSITY**

<b>Adhesive Stamp of</b>	<b>Rs. 8992.00</b>
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**Percentage / Item Rate Tender and Contract for Works**

**Name of Work** :- Strengthening of compound wall from main gate to gayatri mandir at AAU, Anand.

**Campus/Sub center::** Anand Agricultural University, Anand.

Date of issue of Tender .....Last Date and Time of receiving the Tender

.....Tender issue to .....

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Signature of the Contractor

Signature of the Executive Engineer

## MEMORANDUM OF WORKS IN BRIEF

- (1) Name of work : Strengthening of compound wall from main gate to gayatri mandir at AAU, Anand.
- (2) Estimated cost : Rs. 899185.57
- (3) Earnest Money .(1%) : Rs. 8992.00
- (4) Validity period of tender offered 90 Days from the date of opening of the tender

(5) **Security Deposit**

- (i) DD/FDR of Nationalized Bank (2.50%) : Rs. 22480.00
- (ii) To be deducted from Current Bills (2.50%) : Rs. 22480.00
- (iii) Performance bond of Schedule bank : Rs. 22480.00  
( 2.5% of estimated cost of work)
- TOTAL** : Rs. 67440.00
- (6) Time allowed for completion of the work month : **2 ( two) month**  
from the date of written order to commence :

(7) **Other Details** :

- (i) Date on or before which the tender must reach in the office : Dt. - -2019
- (ii) Mode of sending the Tender : (a) In sealed cover by registered post only  
(b)Tenders sent by ordinary post will be outright rejected.
- (iii) Description essential be : (a) Name of the work Cover  
made on sealed (b) Last date of the receiving the tender
- (iv) Mode of quoting rate in : In figures as well as in words.  
schedule 'B'

Signature of the Contractor

Signature of the Executive Engineer

# FORM B-1

## ANAND AGRICULTURAL UNIVERSITY

Campus/Centre:	<b><u>Anand Agricultural University, Anand.</u></b>
Percentage / Item Rate Tender and Contract for works	
<b>ADDITIONAL INSTRUCTION TO PERSONS TENDERING</b>	

1. **Competency of Tenderer** - No Contract will be awarded except to responsible bidders capable of performing the class of work contemplated Before the award of the contract bidder may be required to show-that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within the time stipulated ? Contractor may be required to furnish the department with the statement as to their experience and their financial status.
- 1 The tender shall be received only under “Registered Post”. No other system namely receiving of tenders by ‘Hand-delivery ‘or’ by Express Delivery ‘or’ in person-s should be adopted under the circumstances. (Vide GR. No. TNC - 1872 (106) C, Dated 12-2-74)
2. Tender will be deemed to have inspected the site and to have satisfied himself as to the nature of all works, all existing roads, water ways and other means of communication and access to and from the site and work and the building that may be required for temporary purchase in connection with the construction, completion and maintenance of the work and must make his own enquiries as to work, yard sites and depot and dumps and as to acquisition of such additional sites and areas as may be necessary for temporary purchase for constructing, completing and maintaining the works.
- (i) Late tenders (i.e. tender received after the specified time of opening) delayed tenders (i.e. tenders received before the time of opening but after due date and time receipt of tenders) and post tender offer shall not be opened and considered at all.
- (ii) The tender received (by registered post) after the time of the date specified in the tender notice shall not be received by the concerned office from the postmen. For which Date and time may be recorded on the cover of the tender as to when tender was refused by the Divisional Accountant or Divisional Head or any other person in charge of receiving the tenders.
- (iii) Necessary records should be maintained for refusal of such tenders in the registers for receiving tenders and should be initialed by the concerned Executive Engineer.
3. **Payment :-**The tenderer must of understand clearly that the rate quoted are for completed works and include all costs of labour, scaffolding, plant, supervision, service work, power royalties and octroi etc. and to include all extras to cover the cost night work if and when required and no claim for additional payment beyond the price/rates quoted will be entertained and tenderers will not entitled be subsequently to make any claim on the ground he was supplied with information given by any person (whether the member is the employee of A.A.U. of not.) Any failure on his party to obtain all necessary information for the purpose making his tender and filling the several prices and rates therein shall not relative him from any risks or liabilities arising out of consequent upon the submission of the tender.

Signature of the Contractor

Signature of the Executive Engineer

4. **Tenders Forms :-**Every 'blank' in the form of the tender and in the schedule must be filled up by the tender and must return the document sent herewith
5. **Erasures:-**Persons tendering are informed that no erasures or alterations will be disagreed. If there is any error in writing, no overwriting should be done. the wrong word or a figure should be struck out and the correct one written above or near it in unambiguous way. Each correction should be initialed.

### **Contractors to Please Read this Carefully**

1. The rate for items in Schedule 'B' must be given in words and figures. Amount of each Item must also be entered in column in grand total of amount must be stuck by the tenderer.
2. If the tender is taken in favour of the company, a power of attorney in favor of the person who may have signed the tender for the company must accompany the tender.
3. Solvency certificate of Bank or a Revenue Officer of an amount up to 20% of the tendered cost-plus the amount of works on hand still to be executed will have to be produced by the Contractor.
4. Challan for earnest money must accompany the tender. Tenderer may pay earnest money in cash or in the form of Crossed Demand Draft or fixed deposit at call receipt with a validity period of not less than six months of (Nationalized or Scheduled Bank having 5 years standing drawn **in favor of A.A.U. fund Account**. Earnest money by cheque shall not be accepted. (The instruction laid down under G.R. P.W.D. No. TNC-211-C dated 12-4-77 should invariably be followed). The guarantee in each case should be valid for at least six months.
5. The Contractor shall have to furnish Income Tax Clearance Certificate before his tender is accepted and intimate assessment number and ward under which he is assessed.
6. Copies of certificate as regards previous experience, if any, must accompany the tender.
7. Declaration showing all works on hand with the contractor and the value of works that remains to be executed in each case must accompany the tender.
8. All pages of schedule 'A' and 'B' and specification should be initialed by the Contractor.
9. All Corrections erasures and overwriting should be initialed by the Contractor.
10. Discrepancies and Adjustment of Errors:  
Any error in quantity or amount in Schedule 'B' showing item or work to be carried out shall be adjusted in accordance with the following rules:
  - (a) In the event of a discrepancy between description in words and figures quoted by a tendered in the rates column, the description in words shall prevail.
  - (b) In the event of an error occurring in the 'amount' column of the schedule 'B' showing items of works, as a result of wrong multiplication of the unit rate and quantity : the unit shall be regarded as firm and multiplication shall be amended on the basis of the rate.
  - (c) All error in totaling in 'amount' column in carrying forward totals shall be corrected.
  - (d) Any rounding of amount against 'items' or in 'totals' shall be ignored. The tendered sum so

Signature of the Contractor

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Altered shall for the purpose of the tender be substituted for the sum originally tendered and Considered for acceptance.

**10.(i)** It may please be noted that the tender will be considered as invalid, especially, if the requirements as per instruction No. 1 to 10 above are not complied before submitting the tender. Also please read carefully the face sheet and General Rules and direction for the guidance of Contractors of this form.

**10 (ii)** Right is reserved to reject any or all tender(s) without assigning any reason(s) therefore.

**10A** The tender documents shall have to be filled in either in ink or by ball pen.

In addition to the above, the tenderer will also be liable to be rejected outright if-

**(i)** The tenderer proposes any alteration in the work specified or in the time allowed for carrying out work or any condition or correction made in any code or made of Schedule “B” or specifications.

**(ii)** Any of the page or pages of the tender is/are removed or replaced.

**(iii)** All corrections, additions or pasted slips are not initialed by the tenderer.

**(iv)** Any erasure is made by him in the tender and

**(v)** The tenderer of in the case of a firm, each partner of the person holding the power of attorney there of doesn't sign or signature/s is/are not attested by a witness on page 11 of the tender in the space of the tender in the space provided for the purpose.

**12 A** Certificate of the registration as approved Contractor should be attached with tender.

**12A** In respect of the tenders from the Co-operative society a solvency certificate of an amount equal to 20% of the work put to tender will have to be produced along with the tender or a certificate regarding the borrowing capacity of the society issue by the Legal Assistance Directorate of Cottage Industries will have to be produced along with the tender.

Name of work                               : Strengthening of compound wall from main gate to gayatri mandir at AAU, Anand.

Tender documents For                   : Strengthening of compound wall from main gate to gayatri mandir at AAU, Anand.

Signature of the Contractor

Signature of the Executive Engineer

## DECLARATION FORM

- (I) I / We hereby declare that I / We have visited the site and fully acquainted myself / Ourselves with the local situation regarding material, labour and other factors pertaining to the work before submitting this tender.
- (ii) I / We hereby declare that my / our near relatives are not working in this University as an Executive Engineer Deputy Executive Engineer, Assistance Engineer, Additional Assistant Engineer, Overseer Division Accountant, Storekeeper, Manager In charge of Atithi / Vishram Gruha at today.

### General Rules and Directions for the Guidance of Contractors

1. All works proposed to be executed by the contractor shall be notified in a form of invitation to tender pasted on a board hung-up in the office of the Executive Engineer and signed by the Executive Engineer". This form will state work to be carried out as well as the date of submitting and opening tenders and the time allowed for carrying out the work also the amount of the security deposit to be paid by the successful tendered and percentage, if any to be deducted from bill. It will also state whether a refund of quarry, fees, royalties, octroi dues and ground rents will be granted. Copies of the specification with work which shall be signed by the Executive Engineer for the purpose of Identification shall also be open for inspection by Contractors at the office of Executive Engineer during office hours. Where the works are proposed to executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the A.A.U. such specification with designs and drawing shall form part of the accepted tender.
2. In the event of the tender being submitted by a firm, it must be signed separately, by each partner there of or in event of the absence of any partner it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Receipts for payment made on account of any work, when executed by a firm shall also be signed by all the partners except where the contractor are described in their tender as a firm in which case the receipts shall be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipt for the firm.
4. Any person who submits a tender shall fill up the usual printed form including the 'column' total according to estimated quantities stating at what rate he is willing to under take each item of the work. Tender who proposes any alteration in works specified in the said form of invitation to tender or in the time allowed for carrying out to the work which contains any other condition of any sort, will be liable to rejection. No single tender shall include more than one work but Contractors who wish to tender two or more works shall submit a separate tender for each. Tender shall have the name and the number of the work (to which they refer) written outside the envelope.

Signature of the Contractor

Signature of the Executive Engineer

## OR

(The following rule shall apply to the works having estimated cost. of Rs. 50 lacs (Rupees fifty lacs) and above.)

4. It is not desirable to make any alteration in the work specified in the said tender form of invitation to tender of in time allowed for carrying out the work or any other conditions of any sorts. However if it is felt necessary by the tenderer to have any conditions, he shall to submit a sealed cover containing two separate covers for 'technical bid' and price bid duly superscribed on the sealed cover. No such tender shall include more than one work but Contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have not type of bid and the name of the work (to which they refer) written out side the envelopes as under.
  - (i) Technical bid for the work of Strengthening of compound wall from main gate to gayatri mandir at AAU, Anand.
  - (ii) Price bid for the work of Strengthening of compound wall from main gate to gayatri mandir at AAU, Anand.
- (b) If any price bid contains any conditions the same shall have to be rejected outright. Document of payment of earnest money of exemption certificate should accompany the technical bid cover.
- (c) The tender i.e. Price - bids and technical bids in separate sealed cover duly completed as above should be submitted simultaneously by "The Registered Post Acknowledgement Due" "The Technical and price" bids shall contain adequate cross reference wherever necessary of ensure clear and proper correction of them with two bids without any ambiguity whatsoever.
- (d) The bidders shall clearly indicate deviation (s) from specifications or the tender conditions very explicitly in the appropriate section and submit a copy of the same with the technical bid. It should very clearly understand by all tenderers that the technical bid should be restricted only to technical matters and stipulations of conditions. If any, by tenderer having financial implication. The prices of Main tender should not be disclosed in the technical bid.
- (e) The technical bid will be opened first on at Pm/Am in the presence those bidders who remain present. The time and the date of opening of price bids will be determined by the office that opens the tender and the same will be intimated to the bidders. If required after the technical bid proposal are opened and analyzed and all clarification/price variation if any, obtained.
- (f) The conditions specified in the technical bid should invariably be accompanied by proper financial evolution with mode of calculation specifying assumptions, quantities rate and ceiling amounts for each condition and shall also accompany the information in the form stating (a) Sr. No.(b) description of condition (c) financial evolution (d) ceiling amount.
- (g) Ceiling amount shall be binding on the Contractors and are liable to be added to the tender amount.

Signature of the Contractor

Signature of the Executive Engineer

- (h) It is necessary that the Contractor and his authorized representative remains present at the time of opening of technical bid as specified on (e) above so that wanting details and clarification in respect of condition can be furnished by him or conditions withdrawn on the spot by him. If the technical bid is incomplete in respect of any of the details referred to in sub-clause 2(f) above, and the Contractor does not furnish the wanting details as required above the spot in the presence of the other bidders after opening the technical bid, the tender would be liable to rejection.
- (i) The evaluation as given by the Contractor with the Ceiling limit will than be intimated to all the bidders who remain present and then, if convenient the price bid shall be opened on the same day and the combine evaluation of the tender of price bid and the technical bid would be worked out. No further opportunity shall be given to the contractors to modify/withdraw conditions at that stage as the price bid would be known to all A.A.U. however, reserves the right to negotiate about the tender(s) further with any or all the Contractors. In case the price bids can not be opened on the same day then another date will be intimated to the tenderers as in para(e) above.
5. The Executive Engineer or his duty authorized Assistant shall open tenders in the presence of any intending Contractors who have submitted or their representatives who may be present at the time and he will enter the amounts of the several tenders in the comparative statement in a suitable form. In the event of a tender being accepted, the Contractor shall, thereupon, for the tender, in the event of tender being rejected, the Ex. Eng. shall inform the Account Officer concerned to refund the amount of the earnest money deposited, to the Contractor making the tender on his giving for the return of the money.
6. The Officer compete it to dispose of the tenders. shall have the right of rejecting all or any of the tender.
7. No receipt or any payment alleged to have been made by a contractor in regard to any matter relating to the tender or the tenderers or the contract shall be valid and binding on A.A.U. unless it signed by the Executive Engineer.
8. The memorandum of the work to be tendered for and the schedule of material to be supplied by A.A.U. and there rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issue to an intending tenderer has not been so filled in and completed, he has request the said office to have this done before he completes and deliver his tender.
9. All works shall be measured net by standard measure and according to the rules and customs of the Public Works Department without reference to any local customs.
10. Under no circumstances shall any Contractor be entitled to claim enhanced rate for any items in this contract.

+ The blank space should be filled in while preparing the Draft tender papers.

\* In figures as well as words.

Signature of the Contractor

Signature of the Executive Engineer



11. Every Contractor shall unless excepted in writing by the University Produce along with tender solvency certificate of his financial ability from the collector of the District within which he resides or Banker's certificate. If he fails to produce such a certificate his tender will not be considered.
12. All Corrections and additions or pasted slips should be initialed.
13. The measurements of work will be taken according to the usual method in use in the public work Department and no proposals to adopt alternative methods will be accepted. The Executive Engineer's decision as to what is the usual method in use in public works Department will be final.
- 13A The Insurance Companies will not be accepted against the security deposit.
14. The Contractor shall have to attach to his tender Income-Tax Clearance Certificate to be obtained from the Income-Tax Officer.
15. The Contractor will have to construct a shed for storing controlled and valuable materials issued to him under Schedule "A" of the agreement at work-site having double locking arrangement. The materials will then be taken for use in the presence of the departmental person. No materials will be allowed to be removed from the site of work.
16. No foreign exchange will be released by the A.A.U. for the purpose of plant and machinery required for the execution of the work contracted for.
17. Controlled materials (Essentiality Certificate)
  - (i) As regards controlled materials, The A.A.U. will help to arrange for the permit as far as possible and help the Contractor and security the same. All incidental charges met with in producing these material shall be born by the Contractor himself. Though the A.A.U. will help to arrange for the permit as far as possible and the help the contractor in obtaining delay caused to the contractor while obtaining the same.
  - (ii) The contractor shall submit to the Executive Engineer on close of every calendar month the monthly returns in the prescribed forms as to the receipts and actual use of the controlled materials during the month.
  - (iii) The contractor shall permit the Executive Engineer or his representatives to inspect the stock of controlled material stored by him at any time whenever the Executive Engineer or his representative(s) so desire(s).
- 17A The Contractor shall not be permitted to tender for the work in which his near relative is working in that campus as an Executive Engineer, Deputy Executive Engineer, Assistant Engineer, Additional Assistant Engineer, Overseer, Divisional Accountant, Store keeper, Manager of Atithi / Visharam Gruha on the day on which the tender is submitted and on that particular day Controlling Note : By the term near relative" it is meant wife husband parents, grand parents, children, grand children, brother, uncle, aunt and cousin.
18. The tender for the work shall remain open for period ( **90** ) days from the date of opening-of the tenders for this, Work and that the tenderer shall not be allowed to withdraw or modify the offer his own during this period. If any tenderer withdraws or makes any modifications or additions in the terms and conditions of his tender, not acceptable of the A.A.U. then, the A.A.U. shall, without prejudice to any right or remedy by at liberty to forfeit in full the said earnest money absolutely. In this connection. G.R.P.W.D. No. AT-1269-59643-64-c, dt 25-1-72 should be referred to.

Signature of the Contractor

Signature of the Executive Engineer

19. The Contractor shall employ only such laboures who shall produce a valid certificate of having been vaccinated against small pox within a period of last three years.
20. The contractor should compulsorily furnish his latest address of his partners and the places of filling his / their Incom-Tax return(s) along with the tenders in the form as detailed below.

Any changes if occurs, such address, during the tenure of contract, the latest address(es) should invariably and forth with be intimated by the contractor to the concerned Executive Engineer.

To,  
The Executive Engineer,  
A.A.U. Anand.

PLACE :  
DATE :

Details regarding my/our/partners/or company (in the case of Limited Company), names address(es) telephone number(s) Incom-Tax etc. are as under :

Sr. No	Name(s) of person/ Partner/company	Full address of the place of business (with pin code)	Telephone No.(s) (office)	Residential address(es)	Telephone No.(s) (Resi)	Full address of Inc. Tax Office ward where Inc. Tax return is filled
1	2	3	4	5	6	7

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

Signature of the Contractor

Signature of the Executive Engineer

## TENDER FOR WORKS

I/We here by tender for the execution for the Vice-Chancellor of A.A.U. (here in before and hereinafter referred to as A.A.U.) of the work specified in the under written, memorandum within the time specified in such memorandum at + \_\_\_\_\_ Percent below / above the estimated rates entered in Schedule 'B' (Memorandum showing item of works to be carried out) and in accordance in all respects with the specification designs, drawings and instructions in writing referred to in this tender and in Clause 13 of the annexed conditions of contract and agree that when materials for the work are provided by A.A.U. such materials and the rates to be paid for them shall be as provided in scheduled here to.

### MEMORANDUM

- |   |   |   |              |   |              |   |              |              |                     |
|---|---|---|--------------|---|--------------|---|--------------|--------------|---------------------|
| <p>(a) Estimated Cost   <b>Rs. 899185.57</b></p> <p>The amount of earnest money to be deposited shall be in accordance with the provisions DD/FDR of nationalized Bank of A.A.U. Fund A/c.</p>  | <p>(b) Earnest money   <b>Rs. 8992.00</b></p> |   |              |   |              |   |              |              |                     |
| <p>(c) <b>Security Deposit</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">(A) (i) In DD / FDR from nationalized Bank (2.5%)</td> <td style="width: 20%; text-align: right;">Rs. 22480.00</td> </tr> <tr> <td>(ii) To be deducted from R.A. bill (2.5%)</td> <td style="text-align: right;">Rs. 22480.00</td> </tr> <tr> <td>(B) Performance bond FDR of Schedule Bank (2.5% Estimated cost of work)</td> <td style="text-align: right;">Rs. 22480.00</td> </tr> <tr> <td style="text-align: right; padding-top: 10px;"><b>Total</b></td> <td style="text-align: right; padding-top: 10px;"><b>Rs. 67440.00</b></td> </tr> </table>  |   | (A) (i) In DD / FDR from nationalized Bank (2.5%) | Rs. 22480.00 | (ii) To be deducted from R.A. bill (2.5%) | Rs. 22480.00 | (B) Performance bond FDR of Schedule Bank (2.5% Estimated cost of work) | Rs. 22480.00 | <b>Total</b> | <b>Rs. 67440.00</b> |
| (A) (i) In DD / FDR from nationalized Bank (2.5%)   | Rs. 22480.00                                  |   |              |   |              |   |              |              |                     |
| (ii) To be deducted from R.A. bill (2.5%)   | Rs. 22480.00                                  |   |              |   |              |   |              |              |                     |
| (B) Performance bond FDR of Schedule Bank (2.5% Estimated cost of work)   | Rs. 22480.00                                  |   |              |   |              |   |              |              |                     |
| <b>Total</b>  | <b>Rs. 67440.00</b>                           |   |              |   |              |   |              |              |                     |
| <p>(e) Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit by the time half the work, as measured by the cost, is done at 10.00 percent.</p> <p>(i) Time allowed for the completion of work from date of write in order to commence month. <b>2( Two) month</b></p> <p>(Give Schedule where necessary, Showing dates by which the various items are to be completed).</p> <p>Should this tender be accepted, I / We hereby agree to abide by and full fill all the terms and provisions of conditions of contract annexed hereto so far as applicable and in default there of to forfeit and pay to A.A.U. in office the sum money mentioned in the said conditions.</p> <p>Receipt No. ....dated ..... From the account Officer A.A.U. at ..... in respect of sum of Rs ..... (Rupees .....) forwarded herewith representing the earnest Money(a) the full value of deposit specified in the above memorandum in accordance with Clause I (A) of the said conditions otherwise the said sum of Rs..... (Rupees .....) shall be refunded</p> |   |   |              |   |              |   |              |              |                     |

Signature of the Contractor

Signature of the Executive Engineer

Signature of Contractor (Before subscription of tender).....

Address .....

Dated the ..... day of.....20

(Witness) .....

(Address) .....

(Occupation) .....

The above tender is hereby accepted by me on behalf of the Vice-chancellor of A.A.U.

Dated the ..... day of .....

Executive Engineer (or his duly authorized Assistant)

### TERMS & CONDITIONS OF CONTRACT

**Clause 1 - Security deposit:** The person/persons whose tender accepted (hereafter called the “Contractor” which expression shall unless excluded by or repugnant to the context, include his heirs, executors, Administrators and assignees) shall

.(a) Deposit with the A.A.U. a Sum sufficient to make up the full security deposit specified in the tender in cash of Government securities (as mentioned in para 208 of G.P.W.D.) Manual Vol. 1 duly transferred in the name of A.A.U. Fund Account within a period of 10 days from the date of receipt of the Notification of acceptance of his tender or

.(b) Deposit 50% of the total security deposit as specified in the tender as DD/FDR in duly, transferred in the name of the A.A.U. Fund Account or fixed deposit receipt in the name of the A.A.U. Fund Account within a 10 days from the date of receipt of notification of acceptance of his tender. The A.A.U. shall be deemed to have been authorized to deduct the balance of 50% of the security deposit specified in the tender from the amounts that become payable to the contractor for the work done under the contract from time to time. Such deduction shall not exceed ten percent of the amounts so payable and the whole amount paid in cash or by way of deduction shall be held by A.A.U. by way of Security deposit.

All compensation or other sums of money payable by the contractor to A.A.U. under the terms of the contract may be deducted from or recouped by the realization of a sufficient part of his

Signature of the Contractor

Signature of the Executive Engineer

Security deposit or from the interest arising there from any sums may due or may become due by A.A.U. to the contractor on any account whatsoever and whether in respect of this contract, or otherwise. In the event of his security deposit being reduced by reason of any such deduction or recoupment as aforesaid the contractor shall within ten days thereafter make good in cash or Government securities transferred as aforesaid any sum or sums require to make good the shortfall in the amount of the security deposit.

The security deposit when paid on cash, may at the cost of the depositor, be converted in to interest bearing Government securities in the name of A.A.U. fund account provided that the depositor has expressly desired this in writing. This is subject to the condition that 25% of the total security deposit must be held in the form of small saving certificates. If the tender / contract already accepted shall be considered as cancelled and legal steps may be taken against the contractor for recovery of the amount. The Security Deposit shall become refundable after 12 month for works more than ₹ 50,000.00 & up to ₹ 1.00 crore ( amount put to tender) & 36 month for works more than ₹ 1.00 crore (amount put to tender) of the final completion certificate is issued as per clause - 7. All dues under this contract otherwise shall be recovered from the aforesaid amount of the security deposit and balance shall be refunded after the final certificate is issued as per clause-7. After the expiry of the defect liability period as per clause 17 and 17A after deducting there from the amount of expenses if any due to A.A.U. under this agreement or any other work (i.e. after 12 or 36 months)

For A.A.U. all building works the contractor shall have to give the performance bond by supported FDR so that same can be encased without giving any reason by Executive Engineer. The performance bond shall be given by the contractor at the rate of 5% of the estimated cost put to tender along with initial security deposit all compensation, liquidated damages or other sums or money payable by the contractor for this contract, any other contract or otherwise shall be deducted from this amount.

The performance bond FDR shall be refunded after the Five year maintenance guarantee period is over. Five year maintenance period starts from date of completion of work.

\* Performance bond shall be given by the contractor should be in the form of FDR of schedule bank on requisite stamp with five year free maintenance period conditions 1 to 14 as per form no. 44

**Clause 2 : Liquidated damages for delay :-**

- (i) If the Contractor fails to complete the work under contract by the stipulated date, he shall pay liquidated damages of ₹ 0.1\* percentage of the contract value per day from the date of delaying the said work up to the date of completion and handing over to the Government.
- (ii) However also if the contractor fails to complete any part of the work as designed in schedule (c) by the time indicated against such part, he shall pay liquidated damages per day from the date of delaying the said part of the work up to the date completion of the said designated part at the rates shown in the said schedule of the contract value of such part for such failure till the said designated part is completed.
- (iii) The aggregate maximum of liquidated damages payable under clause no. 2 shall not exceed ₹. 0.1 percentage of the contract value per day and shall be subject to the maximum amount of 10% of the estimated amount put to tender.

Signature of the Contractor

Signature of the Executive Engineer

- (iv) Delays requiring payment of ten percentage liquidated damages of the amount put to tender for performance shall be sufficient causes for termination of contract and for forfeiture of Security Deposit including amount of performance bond in respect of works estimated to cost more than ₹. 15 lacs, for performance and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases. **(See Schedule (C) )**

**Clause 3- Action when Whole of security deposit is forfeited:** In any case in which under any clause or clauses of this contract, the contractor shall have tendered himself liable to pay compensation amounting the whole of his security deposit. (Whether paid in one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause. The Executive Engineer, on behalf of the A.A.U. shall have powers.

- (a) To resign the contract of (of which rescission notice on writing to the contractor to the under the hand of the Executive Engineer shall be conclusive evidence) and in the case the security deposit of the contractor stand forfeited and be absolutely at the disposal of the A.A.U.
- (b) To employ labour paid by A.A.U. and to supply material to carryout work or any part of the work debiting the contractor with the cost of the labour and the price of the material (as to correctness of which cost and price the certificate of the Executive Engineer shall be final 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 rate as if it had been carried out by the contractor under the terms of the contract and in that case the certificate of the Executive Engineer as to the value of this work done shall be final and conclusive against Contractor.
- @ **Note :** The quantity of the work to be done within a particular time to be specified above be fixed by the officer competent to accept the contracts after taking in to consideration the circumstances of each case and inserted in the blanks space kept for the purpose and the contractor shall abide by the program of detailed progress laid down by the Executive Engineer.
- (c) To order that the work of the contractor be measured up 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 (as to the amount to which excess expenses the certificate in writing of the executive Engineer shall be final and conclusive) shall be born and paid by the original contractor and shall be deducted from any money due to by A.A.U. under the contract of otherwise or from his security deposit or proceeds of sale thereof or a sufficient part thereof.

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In event of any of the above course being adopted by the Executive Engineer, 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 in to any engagement or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid. the contractor shall not be entitled to recover or be paid any sum for any work there for actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect there of and shall only be entitled to be paid the amount so certified.

**Clause 3 (d) :** If the contractor shall individual or proprietary concern and the individual or the proprietor dies, then unless the accepting Authority as satisfied that legal heirs or representatives of the individual Contractor or of proprietary concern are capable of carrying out and completed the contract the Accepted Authority shall be entitled to cancel the contract as to its uncompleted part by forfeiting, the security deposit under clause 3 (a) without A.A.U. being in any way liable to payment of any compensation to the heirs of deceased Contractor on account of cancellation of the contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor liable for damages for not carrying out the work remaining incomplete as on the date of the individual Contractor of the proprietor.

**Clause-4** If the progress of any particular portion of the work is unsatisfactory, the Engineer in charge shall not with standing that the general progress of the work is satisfactory, in accordance with Clause 2, be entitled to take action under Clause 3(a), 3(b) 3(c) after the contractor 10 day notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action.

**Clause-5** In any case in which any of powers conferred upon the Engineer - in charge by clause 3 hereof shall have become exercisable and the same shall not have been exercised, the no exercise therefore shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable at any future date.

**Clause 5-A** In the event of the Engineer in charge taking action under clause 3, he may, if so desires, take possession of all or any tools, plants, machineries, materials and stores in or upon the work or the site there of or belonging to the contractor 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 contracture or in case of contract rates not being applicable, at such reasonable rates, as may be comparable to current market rates where as certain able of similar articles and comparable condition to be certified by the Engineer in charge, In the alternative the Engineer in charge may be notice in writing to the contractor or his clerk of the works, forman or other authorized agent require him to remove such tools, plants, machineries, materials, or stores from the premises with in a time to be specified in such notice and remove them at the contractor's expenses or shall remove them by auction or private sale at the risk and cost of contractor in all respect, and the certificate of the Engineer-in charge as to the expenses of any such removal shall be final and conclusive against the contractor.

**Clause-6 Extension of time :** If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution

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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 as foresaid or on which the cause for asking for extension occurred which ever is earlier and the Engineer-in-charge may if in his opinion believe that there are reasonable grounds for granting an extension may such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

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

- (i) For all works costing upto Rs. 50 lac (amount put to tender), the final measurements shall be recorded within 45 days from the date of physical completion of the work and the final bill shall be prepared within 45 days from the date of recording final measurement. The completion certificate shall be issued within one month from the date of final measurements subject to the contractor fulfilling his obligation as provided in the contract and subject to the work being complete in all respects.
- (ii) In respect of works costing more than Rs. 50 lakhs (amount put to tender), the final measurement shall be recorded within 75 days from the date of physical completion of the work and the final bill shall be prepared within 75 days from the date of recording final measurement. The completion certificate shall be issued within two months from the date of final measurement subject to the contractor fulfilling his obligation as provided in the contract and subject to the work being complete in all respects.

When separate periods of completion have been specified for items or groups of items, the executive Engineer shall issue separate completion certificate for such items or groups of items.

No certificate of completion shall be issued nor shall be 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) upon or about which the work has been executed or of which he may have and possession for the purpose of the execution thereof and cleared floors, gutters and drains, cased doors and sashes, oiled locks and fastenings rebelled keys clearly and handed them over to the Engineer or use to the satisfaction of the Engineer-in-charge. If the contractor shall fail to completion of the work the Executive Engineer may, at the expense of the Contractor, fulfill such requirements dispose of the scaffolding, or any such scaffolding and rubbish etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding of surplus materials except for any sum actually realized by the sale thereof less the cost fulfilling such requirement or more than the amount realized on such disposal as aforesaid, the contractor. shall forthwith, on demand, pay such excess, The Executive Engineer shall also have the rights to adjust the amount of excess against any amounts that may be payable to the contractor.

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**Clause-8 :** No payment shall be made for any work, estimated to cost than rupees one thousand till after the whole of the said work shall have been completed and the 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 Executive Engineer, 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 payment by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Executive Engineer from the requiring bad, unsound, imperfect, unskilled work to be removed and taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claims, nor shall it conclude, determine or affect in any way the power of the Executive Engineer 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 Executive Engineer certificate of the measurement and of the total amount payable for the work shall be final and binding on all parties.

**Clause-9 :** The rates for items of work shall be valid only when the item concerned is accepted as having been completed fully in accordance with sanctioned specifications. In cases where the item of work are accepted as not so completed, the Executive Engineer may take payment on account of such items at such reduced rates as he may consider reasonable preparation of final or on account bill.

**Clause 10 :** Bill to be submitted monthly: A bill shall be submitted by the each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the 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 :** The contractor shall be submit all the bills on the printed forms to be had on application at the office of the Executive Engineer - The charges to be made in the bills shall always be entered at the rates subject to the approval by the Executive Engineer in the case of items not completed/executed as per agreement or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rate hereinafter provided for such work.

**Clause 12 :** If the specification of estimate of the work provided for the use of any special description of material to be supplied for the Departmental store or of it is required that the Contractor shall use certain stores to be provided by the Executive Engineer (such materials and the stores and the price to be charged therefore as hereinafter 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 to this

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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 material and stores so supplied shall be set off or deducted from or any sum then due, or thereafter to become due to the contractor under the contract, or otherwise A.A.U. from the security deposit, or the proceeds of sale thereof, shall, in that case be sold for the purpose. All materials supplied to the Contractor shall remain the absolute property of A.A.U. and shall on no account. Be removed from the site of the work, and shall at all time be open to inspection by the Executive Engineer in charge. Any such material, 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 notice in writing given under his hand but the contractor shall not be entitled to return any such materials except with consent in writing of the Executive Engineer and he shall have no claim for compensation on account of any such materials supplied him aforesaid but remaining unused by him of 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 / decreased in the new rate payable for excess quantity as compared to the tender rates. The rate for materials provided in extra items will be the issue rates plus storage charges ruling on the date of issue of such quantity of materials.

**Clause 12-A :** 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 calculations. The Executive Engineer may however, on being satisfied that a large quantity of such materials is required for execution of the work, permit the contractor to use such larger quantity of the materials. Such permission shall be given in writing.

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

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

**Clause 13 : (1)** The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and in other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing and instructions in writing to the work sign by the Executive Engineer to which the contractor shall be lodged in the office of the Executive Engineer to which the contractor shall be entitled to have access for the purpose of inspection at such office during office hours.

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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 of the site of the work. The Contractor shall be required to sign such entries in the work order book in taken of having noted the instructions. However, if the contractor fails to sign the work order book for any reason whatsoever the entry of the instructions in the work order book shall be open for inspection to the contractor on the site of the work during office hours.

- (2) The Contractor will be entitled to receive the certified copy of the accepted tender along with the work order free of cost and will also be entitled to receive, on request, three sets of contract and working drawings according to the progress of work, as and when needed free of cost.
- (3) The several documents forming the contract are essential parts of the contract and requirements occurring in one is binding as through occurring in all. They are intended to be mutually explanatory and complementary and to describe and provided 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) Specification. On drawings figured dimension unless obviously incorrect will be followed in preference to scaled dimensions.

**(b) Description**

- (i) Schedule-B of the tender form; (ii) Drawings (iii) Specification. In the case of defective description or ambiguity, The Executive Engineer is entitled to issue further instructions directing in what manner the work is to be carried out. The contractor can not take any advantage of any apparent error or omission in drawings or specifications and the Executive Engineer shall be entitled to make corrections and interpretations as necessary to fulfill the plans and specifications.

**Clause - 14.1** The Executive Engineer shall have power to make any alteration in or to the original specifications, drawings, designs and instructions that may appear to him to be necessary of advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Executive Engineer and such alteration shall not invalidate the contract and additional work which the contractor may be directed to do in the manner are specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work and at the contractor on the same conditions in all respect on which he agreed to do the main work and at the same rate as are specified in the tender for the main work.

**14.2** Except that when the quantity of any items exceeds the quantity as in the tender by more than 10 % The Contractor will be paid for the quantity in excess of 10% at the rate entered in the S.O.R. of the year during which the excess in quantity is first executed or tender rate whichever is less and for the materials consumed in excess quantity the rate for the materials to be changed would be the basic rate taken in account for fixing the rate for S.O.R. instead of the rate stipulated in Schedule A.

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

- (i) At the rate derived from the item within the contract which is comparable to the one Involving additional or altered class of work; where there are more than one comparable

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items. The item of the contract which is nearest in comparison with regard to class or classes of the work involved shall be selected and the decision of the Executive Engineer as to the nearest comparable item shall be final and binding on the contractor.

- (ii) If the rate can not be derived accordance with (i) above such class of works shall be carried out at the rate entered in the Schedule of Rates of Divisional for the year in which the tender was received increased or decreased by the percentage by which the tender amount in more or less as compared to the amount arrived at the rates in the “Schedule of Rates” of the Division in the year in which the tender was received. If the Schedule or Rate of the Division for that year and for materials consumed on such item. the rate to be charged would be the basic rate taken in to 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 form(i) and (ii) above, such class of work shall be carried out at the rate decided by the competent authorities on the basis of detailed rate analysis after hearing the contractor before Executive Engineer.

**14.4** If the additional or altered work, for which no rate is entered in “Schedule of Rates” of the Division is order to be carried out before the rate in agreed upon, than the Contactor shall within seven days of the date of receipts by him of the order to carry out the work, inform the. Executive Engineer of the rate which it is his intention to charge for such class of work and if the Executive Engineer does not agree to this rate, he shall by notice in writing, be at liberty to cancel his order to carry out such class of work thereof and arranges to carry it out in such manner as he may consider it advisable, provided, always that if the Contractor shall commence work or incur any expenditure in regard thereof the rates shall have been determined as lastly herein before mentioned, then in such cases he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Executive Engineer. In the event if the dispute. The decision of the Executive Engineer A.A.U. shall be final. Where, however the work is to be executed according to the designs, drawings and specification recommended by the contractor and accepted by the competent authority, the alteration above referred to shall be within the scope of such designs, drawings and specification appended to the tenders. The time limit for the completion of the work shall be extended in the proportion that the increase in the cost occasioned by alteration bears to the cost of original contract work, and the certificate of the Executive Engineer as to such proportion shall be final and conclusive.

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

**Clause 15 :** No claim to any payment or compensation or for restriction of work : If any time after the execution of the contract documents the Engineer in charge shall for any reason whatsoever require whole or part of the work, as specified in the tender, be stopped for any reason whatsoever, require the whole or part of the work, as specified in the tender, be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor he shall give notice in writing of the fact to the contractor who shall thereupon

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suspend or stop of 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 on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, or an account of any loss that he may be put to on account of material or purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not have also any claim for compensation by reason of any alteration having been made in the original specification, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated. Where however materials have already been purchased or agreed to be purchased by the Contractor before receipts by him of the said notice, the contractor shall be paid for such material at the rate determined by the Engineer in charge provided they are not in excess of requirements and are of approved quality and or shall be compensated for loss, if any, that he may put to, in respect of material agreed to be purchased by him, the amount of such compensation to be determined by the Engineer in charge whose decision shall be final. If the contractor suffers any loss any account of his having to pay labour charges during the period during which the stoppage of work as been ordered under this clause the contractor shall on application be entitled to such compensation of account of labour as the Engineer-In-Charge whose decision shall be final, may consider reasonable, provided the contractor shall be entitled to any compensation of account of the labour charges if, in the opinion of the Engineer in charge the labour could have been employed by the Contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

**Clause 15-A :** The Contractor shall be entitled to claim any compensation from A.A.U. on account of delay by A.A.U. in the supply of materials entered in Schedule - 'A' where such delay is caused by (i) Non supply due to short allotment of quota in case material available under quota regulation (ii) Difficulties relating to the supply of railway wagons. (iii) Force majored (iv) Act of God (v) Act of the country's enemies or any other reasonable cause beyond the control of Government/University. In the case of such delay in the supply of materials A.A.U. shall grant such extension of time for the compensation of the work as shall appear to the Executive Engineer to be reasonable accordance with the circumstances of the case. The decision of the Executive Engineer as the extension of time is accepted as final by the Contractors.

**Clause-16 :** "Time limit for unforeseen Claims" :- The Contractor shall not be entitled to any compensation from A.A.U. on any account unless where allowed by the conditions of this contract. In such cases. The contractor shall have to submit a claim in writing to the Executive Engineer within one month of the cause of such claim occurring.

**Clause-17 :** " Action and compensation in case of Bad work" :- If at any time before the expiry of defects Liability period as detailed in Clause 17-A, it shall appear to the Executive Engineer or his subordinate in charge of the work, that any work has been executed with unsound, Imperfect or unskilled workmanship or with materials or article provided by him for the execution of work are unsound, or of a quality inferior to that contracted for or are other wise 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 not with standing the fact that the work material or articles complained of may been passed, certified and, paid for, the contractor shall be bound for there with to rectify, or remove and reconstruct, the work so specified in whole or in a part as the case may require, or if so require, shall remove the materials or articles so specified and provided other proper and suitable material

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and articles at his own charges and cost and in the event of his failing to do so with in a period to be specified by the Engineer in charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent of the amount of the estimate of the certification 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 Executive Engineer may rectify or remove or re-execute the work or remove and replace the materials complained of as the case may be at the risk and expense in all respect of the Contractor. Should the Executive Engineer consider that any such inferior work or material 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 final bill for the work is prepared by the Departmental officer.

**Clause 17 A :** The Contractor shall be responsible to make good and remedy at his own expense any defect which may develop or may be noticed before the period mentioned here under from the certified date of completion. The Executive Engineer 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 of on the part of the contractor, the Engineer-in-charge may rectify or remove or re-execute the work at the risk & cost of contractor. The Executive Engineer shall be entitled to appropriate the whole or any part of the amount of the security deposit towards the expenses. If any incurred by him in rectification, removal or re-execution. The Defects Liability period shall be as below from the date of completion of the work for all works.

(b) For all works costing more than ₹ 50,000.00 & up to ₹ 1 crore ( Amount put to tender), period shall be 12 (Twelve) months from the certified date of completion or one monsoon whichever is later.

(c) For all works costing more than ₹ 1 crore ( Amount put to tender), period shall be 36 (Thirty six) months from the certified date of completion or three monsoon whichever is later.

The total Security Deposit (5.0% of the amount put to tenders may be released after completion of defect liability period by the appropriate authority.

**Clause 18- Work to be open for inspection 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 Executive Engineer in charge and his subordinate and the contractor shall at all times during the usual working hours and at all other times at 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 him self be present to receive order and instructions or have responsible agent duly accredited in writing present for that 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.

**18 (i) Employment of qualified site Engineer by the Contractor:** The Contractor shall employ fulltime technically qualified staff during the Execution of work under.

When the cost of work to be executed is more then Rs. 50 lakhs.

1. One graduate Engineer
2. One qualified Diploma holder Engineer when the cost of work to be executed is more than Rs. 20 lakhs but less than Rs. 50 lacs. The Engineer so employed for the A.A.U. work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with any other duty except of this work.

In case the Contractor or a partner of the Contractor firm is Civil graduate Engineer, employment of a separate Engineer will not be necessary provided that the engineer partner him self attends the execution of the work on sites.

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**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 Executive Engineer 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 correct dimensions thereof taken before the same is so covered up or placed beyond the reach or measurement any work without the consent in writing of the Executive Engineer or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach or 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 for such work or for the materials with which the same was executed.

**Clause 20 :** If the contractor or his workmen, or servants shall break, deface injure or destroy any part of the building or 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 from any cause whatever before completion of the work or before the completion of the maintenance period which ever is later or any damage occurred/caused due to normal Flood or rain or if any imperfections become apparent in it within twelve months from the grant of the certificate of completion, final or otherwise by the Executive Engineer the Contractor shall make good the same at own expenses or in default the expenses (of which the certificate of the Executive Engineer shall be final) from any sums that may thereafter become due to the Contractor or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof.

**Clause 20-A :** However, neither party shall be to liable to the other any loss or damage occasioned/ caused by or arising out of acts of gods any particular, “ for precedence Floods” volcanic eruption, earth quake or other convulsion of nature, and other acts. Such as, but not restricted to invasion, the act of foreign countries, hospitalities or war like operations before or after declaration of rebellion military or unsupported 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 year(s) which is on the available record.

**Clause 21-**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 from the A.A.U. stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and any temporary work which may be required for the proper execution of the work weather in the original, altered or substitute from and weather included in the specifications, or other documents forming part of the contract of referred to in these conditions or 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 this conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and form the work. The contractor shall also supply without charge the requisite number of persons with the means and materials to the necessary for the purpose of setting out works and counting. Weighing and assisting in the measurement or examination at any time and form time to time, of the work or the materials. Failing this the same may be provided by the Executive Eng. Eng. in charge at the expense of the contractor expenses may be deducted from any money due to the contractor under the contract or from his security deposit or proceeds of sale thereof or of a sufficient portion thereof. The Contractor shall provided all necessary

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fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defense 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 cost which may, be awarded be any such suit, action or proceedings to any such persons or which may with the consort of the contractor, be paid in compromising any claim by any such person.

**Clause 21-A :** The Contractor shall provide suitable scaffolds, working platforms, gangways and stairways and shall comply with the following regulations in connection therewith.

- (a) Suitable scaffold shall be provided for work men for all work that cannot be safely done from ladder or any other means.
- (b) (i) under the supervision of 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 adequate strength having regard to the loads and strains to which they will be subjected. and,
  - (iii) be maintained in proper condition.
- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be overloaded and do far as practicable the load shall be evenly distributed. Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure strength and stability of the scaffolds.
- (g) Scaffolds shall be periodically inspected by a competent persons.
- (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 is complies fully with the regulations herein specified.
- (i) Working platforms, gangways shall
  - (i) be so constructed that no part thereof can dagunduly or unequally
  - (ii) be so constructed and maintained having regard to the prevailing conditions as reduce as far as practicable risks of person tripling or slipping and
  - (iii) be kept free from any unnecessary obstruction.
- (j) In the case of working platforms, gangways working places and stairways at a height exceeding 1.50 M (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 and every gangway shall have adequate with and
  - (iii) every working platform gangway working place and stairway shall be suitably fenced.

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- (k) Every opening in the floor of 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 of shifting of material 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 or falling from a height exceeding **3.00** Meters (to be prescribed) 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 fall from scaffolds or other working places.
- (n) Safe means of access shall be provided to all working platforms and other working places.

**Clause 21-B :** The Contractor shall comply with the following regulation 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 repaired and in working order.
- (b) Every rope used in hoisting or lowering material or as means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- (c) Hoisting machines and tackle, 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 mate rails or as a means of suspension shall be periodically examined.
- (e) Every crane driver or hoisting-appliance-operator shall be properly qualified. No person who is below age of 15 years shall be in control of any hoisting machine. Including any scaffold, nor shall give signals to the operator.
- (g) In the case of every hoisting machine and every chain, ring, hook, shackle, swivel, and pulley block used in hoisting or lowering or as a means or 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 hoisting machine having 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 any 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 appliances shall be provided such means as will reduce to a minimum the risk of the accidental descent of the load.
- (m) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.

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**Clause 22 :** The contractor shall not set fire to any standing jungle, trees, brushwood grass without written permit from the Engineer in charge. When such permit is given and also in all cases when destroying cut or dug up trees etc. by fire, the contractor shall taken necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

**Clause 23 :** Liability of Contractor for any damages done in or outside work area. : Compensation for all damage done intentionally or unintentionally be Contractor's labourers whether in or beyond limits of A.A.U. 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 Officer as he may appoint as and the estimates of the Engineer in charge, subject to decision of the Director of purchase and properties, shall be final and the contractor shall be bound to pay. The amount of assessed compensation on appeal 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 such that may be due or become due form A.A.U. to the contractor under this contract or otherwise. The Contractor shall bear the expenses of defending may action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay the damages and cost that may be awarded by the court in consequence.

**Clause 24 :** ..... **Deleted**

**Clause 25 :** ..... **Deleted**

**Clause 26 :** Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing or public Officer or if Contractor becomes Insolvent... The Contract shall not be assigned or sublet without the written approval of the Ex. Eng. / Engineer in charge. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceeding to get him self be adjudicated an insolvent or make any compromisation with his creditors, or attemit to do so the Executive Engineer/Engineer in charge may, by notice in writing, rescind the contract. Also if any bribe gratuity gift, loan perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the Contractor, or any of his servants or agents to any officer or person in the A.A.U. or in any way relating to his officer or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract. The ex. Eng./Engineer in charge may thereupon by notice in writing rescind the contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the deposal of A.A.U. and same consequence shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

**Clause 27 - Sum payable by pay 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 A.A.U. without reference to the actual loss or damage sustained and whether and whether damage has or had not been sustained.

**Clause 28-Changes in the constitution of firm to be notified:** In the case of tender by partners, any changes in the constitution of a firm shall forthwith notified by the contractor to Executive Signature of the Contractor: Signature of the Executive Engineer: B-1/B-2 (26) Engineer/Engineer in charge for his information.

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**Clause 29 Works to be under Direction of :** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Executive Engineer of the campus for 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 cared on.

**Clause 30-(1) :** The disputes relating to his contract, so far as they relate to any of the following matters, whether such disputes arise during the progress of the work or after the completion or abandonment there of shall be referred to the sole arbitration of the person who is holding or has held a post not below the rank of a superintending Engineer under the Department of the state of Gujarat namely.

- (i) The rates of payment under clause 5 for any tools, materials and stores, in or upon the works of the site thereof or belonging to the contractor or procured him and intended to be used for execution of the work or any part thereof which possession may have been taken by the Executive Eng./ Engineer in charge under the said clause - 5
  - (ii) The reduction in rates by the Executive Eng. under clause 9 for the items of work not accepted as completed fully in accordance with the sanctioned specifications.
  - (iii) The rate of payment for any class of work which is included in the additional or altered work carried out by the Contractor in accordance with instruction of the Executive Engineer under clause 14 and the rate for which is to be determined under the said clause 14.
  - (iv) The rates of payment for materials already purchased or agreed to be purchased by the contractor before receipt of notice given by the Executive Eng./Engineer in charge under clause 15 and/or the amount of compensation payable to the contractor under the said for loss in respect of such materials.
  - (v) The amount of compensation which the Contractor shall be liable to pay under clause 17 in the event of his failure or rectify, remove or reconstruct the work within the period specified in the, written intimation or the amount of expenses incurred by the Ex. Eng./Engineer in charge under the said clause 17 in rectifying, removing or re-executing the work or in removing and replacing the materials or articles complained of.
  - (vi) The reduction of rates as may be fixed by the Executive Eng./ Eng. in charge under clause 17 for the inferior work or materials as accepted or made use of.
  - (vii) The amount of compensation payable by the contractor for damages as estimated or assessed under clause 23.
  - (viii) The amount payable to the contractor for the work carried out under clause 33 in accordance with the instruction and the requirements of the Executive Eng./Eng. in charge in a case where there is no specification.
- (2) The provisions of the Arbitration Act, 1940 and rules made there under shall apply to the arbitration proceedings under this clause. Subject to the following provisions.
- (a) The Arbitrator shall be a person who is holding or has a post not below the rank of superintending Eng. and equivalent rank and such Arbitrator shall be appointed by the A.A.U.
  - (b) If the person appointed as an Arbitrator is unable or unwilling to act or he resigns his appointments or vacates his office due to any reason whatsoever, any other eligible person may be appointed to act as an Arbitrator.

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- (c) The Arbitrator shall be deemed to have entered on the reference on the date he issues notices to both that parties fixing the date of the first hearing.
- (d) Even when a person who is in Government service, is appointed as an Arbitrator, The contractor will have to pay the fees for arbitration.
- (e) The Arbitrator may, from time to time the consent of parties, extend the time for making and publishing the award.
- (f) The arbitration proceeding shall be held at such a place as may be fixed by the arbitrator.
- (g) The Contractor shall along with his application for referring the dispute to arbitration, deposit, with the A.A.U. in cash a sum equal to 5 percent of amount of the claim or any amount that may be fixed by the subject to maximum of Rs. 5000/- towards the cost or Arbitration. The cost of arbitration shall be shared equally between the contractor and the A.A.U. if the share contractor in respect of the cost of arbitration proceeding exceeds the amount deposited by the contractor, he shall be liable to pay the difference and if such share is less, he shall be entitled to the refund of the difference.
- (h) The award shall be speaking award and give reasons and details for every claim/item on which award is given. The award of the arbitrator shall be final and binding on both the parties (R & B GR. No. TNC/1088/IB/283 (i) C dated 30-11-88)
- (i) The application for referring any dispute to arbitration shall be made by the contractor, with the details of matters and disputes within 90 days of the final bill for the work or within 90 days from the date of abandonment of the work.
- (j) The reference to arbitration proceeding under this shall not-
  - (i) Affect the right of the Executive Eng./Eng. in charge under clause 5 to take possession of all or any tools, plants materials and stores in or upon the works or site there of or belonging to the contractor or procured by him and intended to be used for the execution of work or any part thereof.
  - (ii) Preclude the Executive Eng/ Eng. in charge from utilizing the materials purchased by the contractor in any work or from removing such materials to other place, during the period the work is stopped or suspended in pursuance of notice given to the contractor under clause 15.
  - (iii) Entitle the contractor or stop the progress of the work or the caring out the additional or altered work in accordance with provision of clause 14, or as the case may be clause 33.

**Clause 31 : .....Deleted.**

**Clause 32 - Lump sums in estimates :** When the estimate on which a tender is made includes lump sum in respect of part of the work the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under contract for such items for if the part of the work in question is not in the opinion of the Executive Eng./Eng. in charge may, as his discretion, pay the lump sum amount entered in the estimate and the certificate in writing of the Executive Eng. shall be final and conclusive against the Contractor with regard to any some or sums payable to him under the provisions of this clause.

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**Clause 33 - Action where no specification:** In the case of any class work for which there is no such specification, such work shall be carried out in accordance with P.W.D./A.A.U. Specification and in the event of there being no P.W.D./A.A.U. Specifications then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Executive Eng./Eng. in charge.

**Clause 34- Definition of work :** The expression “work” or “works” where used in these condition shall, unless there be something in subject or context repugnant to such construction, be constructed to mean the work or 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 36 :** Non refund of quarry fees royalties : The contractor shall pay the royalty to the competent authority/ local body as per rules and shall produce “No Due Certificate” from the Royalty Inspector having jurisdiction over work site area, to the Executive Eng./ Eng. in charge before claiming refund to the contractor. The Contractor shall pay the Royalty to the competent authority/local body as per rules. The contractor shall furnish quarterly the statement showing quantity of quarried materials, from whom purchased. (With full address of the seller) and copies of bill for purchase to the district officer of the Geology and Mining Department or authority competent to levy royalty and the area of work. Copy of such statement shall be furnished to the Executive Eng. also contractor shall furnish such additional information as regards royalty payment to the Executive Eng. and the Royalty authority. The Royalty charges paid shall be born by the contractor and shall not be reimbursed by the ‘Executive Engineer’ (Authority RB & B.D. Circular No TNC-2286-U0-39(19)-C dated 23-10-1980)

**Clause 37 - compensation under workmen's Compensation Act. :** The Contractor shall be responsible for and shall pay any compensation to his work men payable under the workmen's Compensation Act. 1923 (VIII of 1923) (herein after called the said Act) for injuries caused to the workmen. If such compensation is paid by A.A.U. as principal under sub-section (i) of section 12 of the said Act. on behalf of the contractor, it shall be recoverable by the A.A.U. from the contractor under sub-section. Such compensation shall be recovered in the manner laid down in clause 1 above.

**Clause 37-A :** 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 A.A.U. the same shall be recoverable from the contractor forthwith and be deducted, without prejudice to any other remedy of A.A.U. from any amount due or that may become due to the contractor.

**Clause 37-B :** The contractor shall provided all necessary personal safety equipment and first-aid apparatus available for the use of the persons employed on the site and shall maintain the same in suitable condition for immediate use at any time and shall comply with the following regulation in connect therewith :

- (a) The workers shall be required to use the equipment so provided by the contractor shall take adequate steps so ensure proper use of equipments by those concerned.
- (b) When the work is carried out in proximity to any place where there is a risk of drawing all necessary steps shall be taken from the prompt rescue of any persons in danger.

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

**Clause 38 :** 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 or increase in the quantities by more than 30% the new rate will be paid to the contractor for the quantities in excess of 30% the rates for the increased quantities as will be fixed in the manner specified in clause 14.

**Clause 39 : Employment of Famine or other labour :** The contractor shall employ any famine convict or other labour or particular king or class, if ordered in writing to do so by the Executive Eng./Eng. in charge.

**Clause 40 :** 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 41 -Claim for compensation for delay in the execution of the work :** No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive of hard or craked soil, excavation in mud, sub-soil water or water standing in borrow-pits and no claim for any extra rate shall be entertained unless, otherwise expressly specified.

**Clause 42 -Entering upon or commencing any portion or work :** The contractor shall enter upon or commence any portion of work except with the written authority and instructions of the Executive Eng./ Eng. in charge, or of his subordinate in charge of the work. Failing such authority, the contractor shall have no claim to ask for measurements of or payment for work.

**Clause 43 - Minimum age of person employed :** (i) No Contractor shall not employ any person who is under the age of 12 years : clause 43 (i) (a) For asphalt work(s) as far as possible, only the adult person should be employed on Department or the contracted work as the case may be. If the adult person are not available, then the children below the age of '15' (fifteen) years should not be employed under any circumstances.

(ii) No Contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape (Nawar).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

(iv) The Executive Eng./ Eng. in charge or his agent is authorized to remove from the work any person or animal found working which does not satisfy these condition and no responsibility shall be accepted by the A.A.U. for any delay caused in the completion work by such removal.

(v) The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract under taken by him. In the event of any dispute arising between he Contractor and his workmen on the ground that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Eng./ Eng. in charge who shall decide to the same.

The decision of the Executive Eng./ Eng. in charge shall be concluding and binding on the Contractor, but such decision shall not in any way affect the conditions on the contract regarding

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The payment to be made by A.A.U. at the sanctioned tender rates.

(vi) The Contractor shall provided drinking water-facilities to the workers/labours employed on A.A.U. works, Amenities relating to sanitation shall also be provided to the workers/labourers employees on works (in urban areas), If the contractor fails to comply with these provisions. The Eng. in charge gives notice in writing and if the contractor does not provided this facility to the worker/labourers within a period of ten days from the date of the notice in writing the Eng. in charge shall thereupon make the arrangement for drinking water at the cost of the contractor.

(vii) The contractor shall provide the amenity of proper shade and shelter to the worker/labours and their children on A.A.U. works as soon as the work starts. If the contractor fails to provide shade and shelter the Eng. in charge shall provide the same at the cost of contractor.

**Clause 44 :** Method of payment : payment to contractor shall be made by cheques drawn on respective campus, provided the amount exceeds Rs. 10. Amount not exceeding Rs. 10 will be paid in cash.

**Clause 44-A** Any sum of money due and payable to the contractor (including the security deposit returnable to the contractor) executing any A.A.U. work or work of shall be set off against any claim of the A.A.U. for the payment of sum of money arising out or under any other contract made by the contractor with the A.A.U. 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 A.A.U. is available such recovery shall be made from the contractor as arrears of land revenues.

**Clause 45 :** ..... **Deleted**

**Clause 46 -Employment of scarcity labour.** If Government declares a state of scarcity of famine to exit any village suitable within 16 kilometers of the work the contractor shall employ upon such parts of the works, as are suitable for unskilled labour. Any person certified to him by the Eng. in charge may have delegated this duty in writing is to be in need of relief and shall be bound to pay such persons. Wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in Eng./Eng. in charge whose decision shall be final and binding on the contractor.

**Clause 47 :** ..... **Deleted**

**Clause 48 :** The rates to be quoted by the contractor must be inclusive of sales tax, No extra payment on this account will be made to the Contractor.

**Clause 49 :** The Contractor should as far as possible. Obtain his requirements of labourers skilled and unskilled from the nearest Employment Exchange so as to utilize the local employment potential. If there are no local Employment Exchanges or such Exchanges are not able to provide the required laboures locally suitable laboures should be utilized to the maximum extent possible.

**Clause 50 : Fair Wages :** If a contractor fails to pay within 7 days to the laboure(s) worker(s) the minimum wages prescribed by the Government under the minimum wages Act. 1948 as in force form time to time. The Eng. in charge shall be at liberty to deduct the amount payable to the laboure(s) worker(s) form his (Contractors) bill or deposit(s) payable by the contractor after making due inquires and establishing the claims of the labours worker(s). The Contractor shall not be entitled to any payment or compensation on account of any loss that the contractor may have to incur on account of the action as aforesaid. Before the action as foreside, is enforced a notice in writing to the contractor shall be issued by the Eng. in charge to pay the wages as per minimum

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wages Act in force at the relevant time. If Contractor does not act as aforesaid within seven days then the action contemplated as above shall be taken against him

**Clause 51 : ..... Deleted**

**Clause 52 : List of Machinery:** The Contractor shall also give a list of machineries in the possession and which he proposes to use on the work.

**Clause 53 (i) :** In case the roller deployed by A.A.U. for the use on contract work is kept idle by the contractor for want of adequate labour and materials, the contractor will have to pay rental charges as per prevailing rules even through the items of rolling and watering are to be carried out by the A.A.U.

**Clause 53 (ii) :** If the contractor does not plan his programmed so as suit the requirement of the G.A.U. the proportionate rental charges on roller shall have to recover from the Contractor.

**Clause 54 :** Local Labour on normal rates : The Contractor shall have to engage local labour and persons seeking employment where available on normal rates.

**Clause 55 :** Rent will be recovered from the contractor for the land given to them for stacking materials as well as for construction temporary hutment etc. Land measuring Charges

1. One hectare or less ..... Rs. 5 per month

2. More than 1 hectares & upto 2 hectors.....Rs. 10 per month

3. More than 2 hectares & upto 3 hector.....Rs. 15 per month

4. More than 3 hectares & upto 4 hector.....Rs. 20 per month

**Clause 56 :** 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 57 : 1 Huts :** The Contractor shall build a sufficient number of huts on a suitable plot of land for the use of the laboures according to the following specifications.

1. (1) huts of bamboos and grass may be constructed.

(2) A good site shall be selected high group removed from jungle but well provided with trees shall be chosen wherever it is available; camps should not be established close to large cuttings of earth-work.

(3) The lines of hut shall have open spaces of at least 10 m. between rows, when a good natural site can not 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. mt. 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 and if he wants A.A.U. land he should apply for and pay assessment for it.

2. **Drinking Water:** The Contractor shall as far as possible, provided an adequate supply of chlorinated pure portable drinking water for the use laboure. This provision shall be at the rate not less then 45 liters per head, not provision need be made where there is a suitable nalla river or well within 0.4 km. of the camp.. However arrangement should as far as possible is made to chlorinate water by chlorine tablets it is allowed for drinking purpose.

3. The Contractor shall construct semi permanent latrines for the use of laboures of the following scale, namely:

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

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- (b) Where males are employed, there shall be at least one latrine for every 25 males. Provided that where the number of males or females exceed 100, it shall be sufficient if there is one latrine for every 25 males or females, at 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 secure Privacy and shall have a proper door and fastenings.
- 5. Notice to be displayed outside latrines and urinals**
- (1) Where workers of both sex are employed, there shall be displayed out side each block of latrine and urinal a notice in the language understood by the majority of the workers “For Men Only” or “For Women Only ”: as the case may be.
- (2) The notice shall also bear the figures of a man or of a woman, as case may be.
- 6. Urinals:** There shall be at feast one urinal for male workers unto 50 and the for female worker unto 50 employed at a time provided that where the number of male or female workmen. As the case may be exceeds 500 it be sufficient if there is one urinal for every 50 males of females upto the first 500 and one for every 100 males females or part therof.
- 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 time.
- (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 tap of otherwise, so also be conveniently accessible in or near the latrines or and urinals.
- 9. Bathing and washing place:**
- (1) The Contractor shall construct a sufficient number of bathing places, every unit of 20 persons being provided with a separate bathing place.
- (2) Washing place should also be provided for the purpose of washing clothes, every unit of 30persons. Shall have at least one washing place.
- (3) Such bathing and washing places should be suitably screened and separate place provided for male and female
- .
- (4) Such facility shall be conveniently accessible and shall be kept and clean and hygienic condition.
- 10. Drainage :** The contractor shall male sufficient arrangement for drawing away the sullage water as well as water from the bathing and washing places and shall dispose of this water of this such a way as not to cause nuisance. The contractor should obtain a permission from the Gujarat water pollution control Board, Gandhinagar if water is to be drained in river of near well The contractor would put material oil once in a week in stagnant water round about the residence.

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- 11. Medical Facilities:** The contractor shall engage a medical officer with a traveling dispensary for camp having 500 or persons or if there is no Government or other private dispensary situated within 6 K.M. from the camp.
- 12. Conservancy and Cleanliness:** The Contractor shall provide the necessary staff for effecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer in charge. At least one sweeper per 200 persons should be engaged. Conservancy staff should dump refuse in compost, pit away from the labour camp.
- 13. Health Provisions:** The District Health Officer of the district or the Deputy Director of Health Services shall be consulted before opening a labour camp and his instructions or matters, such as, the water supply, sanitary convenience, the camp-site accommodation and food supply shall be followed by the contractor.

**14. Precautions against epidemic:**

- (a) The authorities in charge of the colonies should get the labourers inoculated, against cholera and plague and vaccinated against small pox 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 outbreak of an epidemic disease or is there a tender. With such an outbreak, the authorities in charge of the labour camps should ensure that all the inmates of the labour colonies are inoculated or vaccinated at the earliest opportunity depending on the diseases, within 72 hours after the outbreak.
- (c) The authorities in charge of the labour colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day of the outbreak to the Mamlatdar of the taluka, the District Health Officer to the Deputy Director of Public Health in charge of that area and the Director of public Health. Thereafter they should continue to send daily reports to above officers in the prescribed form regarding the progress of the epidemic diseases.
- (d) When the authorities in charge of labour colony suspect or have reason to believe that any inmate of the labour colony is suffering from the infections or contagious diseases they shall forthwith arrange for the segregation of such persons to isolated huts to be specifically provided for the purpose and also 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 and also arrange to institute all necessary anti-malaria 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 other measures that may be recommended by the officials of the public Health Department necessary to prevent or control the spread of diseases.

**15. Rest Rooms :**

- (1) In every place wherein contract labour is required to work 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 coming into force of the rules in the case of existing establishment and within fifteen days of the commencement of employment of contract labour in new establishment.

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- (2) If the amenity referred to in sub-rule is provided by the A.A.U. within the period prescribed the principal employer shall provide the same within a period of fifteen days of the expiry of the period laid down in the sub-rule.
- (3) Separate room shall be provided for women employees.
- (4) Effective and suitable provisions 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 rooms or other suitable alternative accommodation shall be of such dimensions so as to provide at least a floor area of 1.10 sq. mt. for each person making use of rest room.
- (6) The rest room or rooms or other suitable alternative accommodation shall be constructed so as to afford adequate protection against heat, wind and shall have smooth, hard and impervious surface.
- (7) The rest room or other suitable alternative accommodation shall be at 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 when in work regarding the employment of contract labour 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 date of coming into force of the rules in the case of existing establishment and within 60 days of the commencement of the employment of contract labour in the case of new establishment.
- (2) If the contractor fails to provide the canteen facilities within the laid down time 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 principal employer as the case may be in an efficient manner.

#### **17. Accommodation in canteen:**

- (1) The canteen consists of at least dining hall, kitchen, store room, pantry and washing places separately for workers and for utensils.
- (2) (i) the canteen can be sufficiently lighted at all times when any person has access to it.  
(ii) The floor shall be made of smooth and impervious materials and inside wall shall be lime-washed or colour washed at least once in each year. Provided that the inside wall of the kitchen shall be lime-washed every four months.
- (3) (i) the precincts of the canteen shall be maintained in a clean and sanitary condition.  
(ii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause nuisance.  
(iii) Suitable arrangements shall be made for the collection and disposal of garbage.

Signature of the Contractor

Signature of the Executive Engineer

**18. Accommodation in Dinning Hall :**

- (1) The dinning hall shall accommodate at a time, at least 30 % of the contract labour working at a time.
- (2) The floor area of the dinning hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall be not less than one square meter per dinner to be accommodated as prescribed in sub-rule (1).
- (3) (i) A portion of the dinning hall and service counter shall be partitioned and reserved for women workers in proportion to their numbers.  
(ii) Washing place for women shall be separate and screened to secure privacy.
- (4) Sufficient tables, stools chairs or benches shall be available for 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 other equipment necessary for the efficient running of the canteen.  
(ii) The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
- (2) (i) Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.  
(ii) A Service counter, if provided shall have a top of smooth and impervious materials.  
(iii) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils 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 habits of the contract labour.

**21. Price to be displayed :** The charges for food stuff beverages and other items to be served in the canteen shall be based on “No profits, no loss” and shall be conspicuously displayed in the canteen.

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

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

**23. Books of accounts and Registers of the canteen:** The books and accounts and registers and other document used in connection with the running of the canteen shall be produced on demand to inspector.

Signature of the Contractor

Signature of the Executive Engineer

**24. Audit of accounts of the canteen:** The accounts and pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors. Provided that the labour Commissioners may approve of any other person to audit account if he is satisfied that it is not feasible to appoint a registered accountants and auditors in view of the site or the location of the canteen. The local officer should check up whether, facilities as offered and which are admissible under the existing rules and orders and made available to the workers and enforce upon the contractors the necessary of adhering to the instruction for promotion of welfare of the workers according to the terms of the contract.

**Clause 58 :** Contractor shall have no arrange for the supply of gumboots, hand gloves, mask etc. laboures/workers engaged by the Contractor on asphalt work.

**Clause 59 :** The Contractor shall not show any distinction between Harijan and other class of laboures/ workers employed to carry out the A.A.U. work.

**Clause 60 : deleted**

**Clause 60 (A) :**

~~Price variation for the materials value Cement, Steel and Asphalt brought by the Contractor: The amounts payable to the contractors for the work done involving use of cement, steel and asphalt when the materials are not supplied by the Government as for schedule A shall be adjustment for increase of decrease in the rate of these materials as under.~~

~~The star rates for cement, Mild steel and for steel & Asphalt to be brought by the contractor shall be considered ex supply Dept/Godowns as under.~~

STAR RATES		QUANTITY	
Cement	Rs.	--	--
Mild Steel	Rs.	--	--
TMT Steel.	Rs	--	--
Asphalt	Rs.	--	--

~~The above star rates are linked with Reserve Bank of India price index for steel and cement for the month in which the DTPS are approved. The star rate for asphalt will be based on the rate of koyali refinery prevailing on the date on which the estimate is prepared the month is which DTPs are approved will be specified to the tender document. star rates should be mentioned in the tender copy as under~~

- ~~(i) for cement price of cement from authorized dealer should be obtained for the month in which the DTPs are approved and mentioned as star rate before issue of tender copy.~~
- ~~(ii) For steel and HYSD bars rate of SAIL should be obtained for the month in which the DTPs are approved and mentioned as star rate before issue of tender copy.~~
- ~~(iii) For basic index the specified month in which the DTPs are approved should mentioned before issue of tender copy.~~

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Signature of the Executive Engineer

The fluctuations in rates of cement and steel shall be adjusted in the bill payable to be contractor as under

$$A = B \times \frac{ei - eo}{eo} \times D$$

**A** = Difference of amount payable / recoverable

**B** = star rate of steel / cement / Asphalt.

**ei** = The (quarterly) average corresponding index for steel cement, Asphalt for the quarter under consideration (as published in monthly bulletin of Reserve Bank of India)

**eo** = Price index for cement/steel/Asphalt for the month in which the DTPs are approved as published in the monthly bulletin of Reserve Bank of India.)

**D** = Qty. of cement/steel/Asphalt actually brought by the contractor on site of work and consumed in the work during the quarterly dully supported with bill as recorded in cement consumption register or MB (for steel)

### **CONDITIONS**

Conditions for variation in prices of cement and steel only

- 1 No ceiling for escalation for difference of steel and cement will be applicable
- 2 This clause shall be operative from the date of issue of work order and up to the expiry of Original and extended time limit.
- 3 This formula shall be used in individually for cement, Mild steel and or steel for calculation Adjustment.
- 4 The cement and steel brought by the contractor on site of work shall be used only after the same is tested by the department
- 5 If such materials are not found as per the requirement of Is specification the same shall be removed by the contractor for which on claim shall be entertained
- 6 This clause will be applicable to the work estimated to cost above Rs 15 Laes

### **Conditions for Variation in rates of Asphalt only :**

- 1 The contractor shall procure asphalt directly from refinery only.
- 2 The contractor will not be furnished "p" form for purchase of quantity of asphalt required for this work
- 3 The Contractor will have to produce in original all the gate passes issued by the refinery and also the bill in original to the Engineer In Charge.
- 4 The number of transport tanker carrying the asphalt shall be furnished by the Engineer in charge.
- 5 The test certificate regarding the grade of asphalt as well as test result of asphalt from GERI Laboratory or other laboratory approved by R & B department shall have to be produced.
- 6 The difference between two actual rate of purchase as per original bill of the refinery produced and the star rate as indicated below for the original or extended time limit only will be paid/ recovered.
- 7 The difference will be payable/recoverable from the date of issue of work order and this price variation will not be subject to any ceiling
- 8 This part of clause for price variation of asphalt will be applicable for work estimated to cost above Rs. 15 laes and involving use of asphalt.

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Signature of the Executive Engineer

**Clause No 61 : 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 composed in the contract and for the proper provisions of temporary road, way foot-ways guards, fences, caution, notices etc. as far as the same may be rendered necessary by reasons of the work for the accommodation of the workmen, foot-passengers or other traffic and of owners and occupiers of adjustment that may occur on account of his failure to take proper & timely precautions.
- (b) All the arrangement made for fencing and lighting shall be maintained by the Contractor through out the currency of the contract till the physical taking over of the work by Department.

**Clause-62 LIABILITY OF ACCIDENTS TO PERSONS:**

Responsibilities and liabilities of the contractor under workmen's Compensation Act are given in clause No 37, 37-A,37-B, in this form in addition following shall also apply.

- (a) On the occurrence of an accident, which results in death of workmen employed by the contractor or which is as serious as is likely to results in death of any such workmen the contractor shall within 24 hours of happening of such accident(s) intimate, in writing to the Ex. Eng./ Engineer in charge the fact of such accident(s). The contractor shall identity A.A.U. against all loss or damage sustained by the A.A.U. resulting directly or indirectly from his failure to give. Intimation in the manner aforesaid including the penalties or fines, if any payable by the A.A.U. as consequence of A.A.U. failure to give notice under the workmen's compensation Act or otherwise to confirm 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 A.A.U. as principal Employer it shall be lawful for Executive Engineer/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 Executive Engineer/Engineer in charge shall be final in regard to all matters arising under this clause.

**Clause-63 : ACCESS TO SITE AND WORK ON SITE:**

The Engineer may, if he considers fit from time to time enter upon any land(s) which may be possession of the contractor under this contract for the purpose executing any work not included in this contract and may execute such work not included in this contract by agent or by other contractor 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 a structure or otherwise for any other Contractor employed by the A.A.U. and his workmen or his or for the workmen of A.A.U. 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 to be default, the contractor shall be liable to the A.A.U. for any delay or expense incurred by reason of such default. Provided always that if the exercise of these powers shall cause any damage to the contract, he may within fifteen days of such damage arising, make statement of the same to Engineer in charge who shall in from time to time assess the value in his judgment of such damage and the A.A.U. shall in from time to time pay to the contractor the amount (if any) accepted adjustment by the Executive Engineer/Engineer in charge.

**Clause No 64 : REPORTS REGARDING LABOUR :**

The contractor shall submit the following reports to the Executive Engineer/ Engineer in charge.

Signature of the Contractor

Signature of the Executive Engineer

- (a) (i) A daily reports in the form as may prescribed of the strength of labour both skilled and unskilled employed by him on the work(s), The Contractor shall increase or decrease the strength, both skilled or unskilled indirectly by Engineer in charge. The submission of such report shall not, however, relieve the contractor of his responsibilities and duties regarding progress of any other obligations under the contract.
- (ii) A classified weekly return in the prescribed form the number of persons employed on the works during the preceding week.
- (iii) A weekly medical report in the prescribed form showing the health of the Contractor's camp, the number of persons ill or incapacitated and 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 reports as may be prescribed.

**Clause - 65 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, antiquities, relic fossils or other articles or value of interest whether geological, archeological or any other such treasure & other things shall be deemed to be absolute property of the A.A.U. and the contractor shall duly preserve the same to the satisfaction the Engineer in charge, from time to time, and deliver the same to such persons as the Engineer in charge may appoint.

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

**Clause - 66 INDEMNITIES:**

The contractor shall identify the A.A.U. against all actions suits claims & demands through or made against the department in respect of work of this contract and against any loss or 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 67 INSURANCE OF LABOURERS :**

The contractor shall be responsible to arrange for insurance of all laboures skilled or unskilled workers, supervisors etc. employed by him as per labour regulation of the State.

**Clause 68 SETTING OUT :**

The contractor shall be responsible for the true and proper setting out of the work and the corrections of positions, levels, dimensions and alignment of all parts of the works and for the provisions of all necessary instruments, appliance and labour and connection therewith. If, at any time during the progress of work, any errors appears or arise in the positions, level dimensions or alignment of any part of the work, the contractor, on being required to rectify such errors by the Engineer in charge shall at his own expenses do so to the satisfaction of the Engineer in charge if however such error is based on incorrect data supplied in writing by Engineer in charge the expenses 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 anyway, relieve the contractor of his responsibilities for the correctness of error. The contractor shall carefully protect and observe all benches-mark, site-nails, pages, and other things used setting out of the works.

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Signature of the Executive Engineer



**Clause 69 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 taken of its correctness.

**Clause 70 METERIALS AND WORKS TEST REGISTER**

A register in the prescribed performs showing test result of materials and work tests will be maintained at the site of work by the Department and every entry thereof shall invariably be signed by the contractor or his authorized representative in taken of its correctness.

**Clause 71 PROGRESS SHEDULE :**

- (a) The contractor shall furnish, within one months (unless extended by the Executive Engineer) of the order to start the work, the progress schedule in quadruplicate indicating the date of starting, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him also indication dates of procurements and setting up the materials plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carrying works, and or time order and manner in which it is proposed that these shall be executed

The schedule should be framed keeping requirement of clause 2 of Tender form in view and be such as in practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Engineer in charge Further the dates for the progress, as in this schedule shall be adhered to. In case it is found necessary at any stage to after the schedule the contractor shall submit in good time, a revised, 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 schedules, say week by week, for any item or items and the contractor shall supply the same as and when asked for.

- The Engineer in charge shall have at all times, the right, without any way vitiating this contract forming grounds for any claim to alter the order of the work or any part thereof and the contractor shall after receiving such direction, proceed in the order directed. The
- (b) 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 Engineers direction to after the order of works.

- The Contractor shall furnish sufficient plant equipments and labour and shall work such hours and shift as may be necessary to maintain the progress of the work as per approved progress schedule to the Engineer in charge and the same shall not be varied without the prior approval of Engineer in charge.
- (c)

- (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 arrangement he propose to adopt for the execution of this contract and the Engineer in charge may, if he considers necessary at any time advise alteration in the same which the contractor shall adopt in notice thereof.

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

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

- (f) The approval of the progress schedules by the Engineer in charge shall not relieve the

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contractor of any of his duties and responsibilities under the contract. The adoption of any modification in the schedule required by the Engineer in charge shall not entitle to contractor or any extra payment.

**Clause 72 SECURED ADVANCE TO CONTRACTOR :**

- (1) When secured advance is required, the contractor shall to sign indenture in Form 31 under which A.A.U. secures in lien on the materials and is safeguarded against losses due to the contractor postponing the execution of work or to the shortage or misuse of the materials and against the expense entitles for their proper watch and safe custody.
- (2) Advance on security of material brought to site will not exceed 75% of the value (as assessed by the Executive Engineer) of such material provided that they are of imperishable nature.
- (3) Recovery of advance will not be postponed until the whole of the work entrusted is completed. Although secured advance is normally recoverable within three months, recovery in this case will be made from the bills for work done as the materials are used and necessary deduction will be made whenever the items of work in which they are used and billed for.
- (4) Secured advance is permissible on material are all required by the A.A.U. for use on items of works for which rates for finished work have been agreed upon.
- (5) Secured advance will be given only on materials for which the full value is paid by the contractor to the seller.

**Clause 73 ADVANCE PAYMENT :**

Advance payment for the work done, but not measured may be made unto 80 % of the approximate value of the work done as shown in the progress reports of the Deputy, Engineer/Junior Engineer subject to the following conditions :

- (1) That in the case of advance payment on the item of earth work payment should be made on the bases of detailed measurement except during the monsoon period (June to September).
- (2) That the detailed measurement should be recorded with in the months from the date of payment of the bill incorporating the advance payment. However in the case of sectional measurements of earth work, detailed measurements should be recorded within three months instead of one month stipulated above.
- (3) If on recording of the detailed measurements, it is found that the advance payment was made. For more amount than the value of work now measured. Excess payment shall be refunded forthwith by the contractor on demand if it can not be adjusted from the bill in which the item/s on which advance payment was given is recorded by measurements.

**Clause 74 ADVANCE AGAINST MACHINERIES ..... DELETED**

**Clause 75 MOBILISATION ADVANCE .....DELETED**

**Clause 76 :**

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 necessary fees and deposit on the basis of the number of laboure to be employed on the work and will have to supply two true copies of the said license to said Executive Engineer before the work is started.

**Clause 77 : [A]** The entries responsibilities for testing the quality of material and workmanship will of the contractor. Thus, contractor will have to carry the samples to the recognized GERI/authorized laboratories of concern district only, get the

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sample at his own cost & submit the test report to the Engineer in charge. Sample for testing of materials etc. will be obtained and sealed by the concerned engineer in charge of A.A.U. sampling of Materials and frequency of testing will be done as per Govt. orders from time to time. **0.35% of the estimated cost put to tender shall be withheld from Running Accounts Bills** of the Contractors towards testing charge. Which will be refunded to the Contractor on satisfactory completion of the work as per specification. If report from laboratory is not received in this office total SD will be forfeited.

**Clause 77 : [B]**

- (1) If the members of Labours co-operative ..... (as per page 47)
- (2) In case where the works required .....
- (3) The Labour Co-operative Societies shall have to allow the officers of the Co-operation Department to examine for audit purpose the muster rolls as and when required.
- (4) Labour co-operative societies shall have to submit a quarterly return starting the monthly attendance of man days of the muster roll of member labours on each work to the District Registrar as well as the Executive Engineer.
- (5) If the labour co-operative society is found violating the terms and conditions mentioned above the Labour co-operative society will be liable for the cancellation of work contract and or registration as decided by the Executive Engineer.

**Clause 78 :** The contractor will have to pay water charges as detailed below if water is supplied at nearest existing source with University's own drawing arrangement.

- |     |  |  |
|-----|--|--|
| (a) | Works costing upto Rs. 50.00 lac<br>(Amount put to the tender)   | 1% of the bill (Gross amount)  |
| (b) | Works costing above Rs. 50.00 lac.<br>(Amount put to tender)   | Rs. 50.000/- (deduction may be done at the rate of 1% of the bill amount subject to Maximum Rs. 50.000/- only) |
| (c) | Nothing will be deducted to wards sales tax from R.A. Bills. However contractor will have to<br>Submit returns and make payment to the sales tax authorities in State Govt. from time to time.<br>On completion of the work contractor will have to produce “no due certificate” from the sales tax Dept. before the final bill is paid (For above 10.00 lacs works) |  |

**Clause : 79** For the works which are allotted to the Architect for planning and designing to recover the changes such as visit fees, tender documents fees, service and other taxes are paid to the **Architect 1/2 % estimated cost should be recovered from the contractor.**

**Clause : 80** **1 % labour cess** will be recovered from each bill of contractor.

**Clause : 81** Any other levies imposed by Government is responsibility of contractor and will be recovered from bills of contractor, GST is responsibility of contractor only.

Signature of the Contractor

Signature of the Executive Engineer

**Form No 44 PERFORMANCE BOND (see clause No. 1)**

(The date of this bond must not be prior to the date of instrument in connection with which it is given.)

Principal (Contractor) Surety (Bank) Sum of Bond (Express in words in figures)

Contract No. and date of contract

**KNOW ALL MEN BY THESE PRESENTS THAT WE, THE PRINCIPALS AND SURETY** above named are held and firmly bound unto the..... herein after called the employer in the amount stated for payment of which sum, well and truly to be made, we bind ourselves, our heirs executors, administrators and successors jointly and severally, firmly by this presents subject to the provisions of which the aforesaid Contractor on demand and without demand on a claim being made by the Employer.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the principals have entered in to a contract with the Employer numbered and dates as shown above and here to attached for the execution of the work

.....  
NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings,

covenants, terms, conditions and agreements of said contract during the original terms of the said contract and any extensions thereof that may be granted by the Employer with or without notice to the surety and during the life or any guarantee required under the contract and shall also well and truly, perform and fulfill all the undertakings, covenants, terms and conditions and agreements of any all duly and unduly authorized modification of said contract that may hereafter be made, notice of which modification to the surety being hereby waived or shall pay over, make good and reimburse to the Employer all loss and damages which the employer may sustain by reason of failure or default on the part of said principal so to do.

We..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the validity of the said contract and that it shall continue to be enforceable till all the dues of the employer under or by virtue or the contract have been fully paid and its claim satisfied or discharged or till the Employer certifies that the terms and conditions of the contract have fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on use in writing on or before the ..... we shall be discharged from all liability under this guarantee thereafter.

**IN WITNESS WHERE OF :**

The above bounded parties have executed this instruments under their several seals on the date indicated above the name and corporate seal of each corporate partly being here to affixed and these presents duly signed by it's under signed representatives, pursuant to authority of its governing body.

In the presence of witness

Principal

individual

1.....as to ..... (Seal)

2.....as to ..... (Seal)

3..... as to ..... (Seal)

4..... as to ..... (Seal)

by.....affix Corporate Seal

Signature of the Contractor  
Attested

Signature of the Executive Engineer  
Corporate Surety  
Business address \_\_\_\_\_

Affix by .....Corporate Seal  
Title .....

For and on behalf of the Employer

### **Free Maintenance guarantee period**

The Contractor shall have to give five years free maintenance guarantee During this period the contractor will have to repair the damages at his risk and cost as per direction of the Engineer in charge.

### **Damages are defined as under :**

- (1) Any item of the work not found to have been executed as per specifications and as per the relevant I. S. codes
- (2) Any dampness or porosity in walls and concrete.
- (3) Any dampness or porosity in wall and plaster
- (4) Proper cover not kept in concrete on all the sides.
- (5) All wood work must be seasoned. There should as per no crack, warping or elongation in wood work with the passage of time
- (6) All plumbing & fastenings should not get loose. They should remain secured and in working condition.
- (7) All plumbing work should be leak proof. There should not be any leakage in cast iron, G.I. & P.V.C. pipes where ever used
- (8) Flooring should not settle any where.
- (9) All horizontal, verticals & right angles should be perfect. All straight lines and sloping lines should be strictly as per drawings all plumbs should be perfect.
- (10) There should not be any waviness in plaster.
- (11) Electrical-fittings should not be loose and must be perfectly secured.
- (12) The above defects are illustrative and not exhaustive.
- (13) Any depression or crack in road or loosen surface.
- (14) There should be no leakage in Toilets/plumbing sanitation pipes and terrace. Water proofing work is total responsibility of contractor only.

Signature of the Contractor

Signature of the Executive Engineer

## SCHEDULE "A"

Particulars 1	Schedule showing (approximate) qty. of cement required			

Only fresh 53 grade O.P.C cement of the major plant confirming to IS 12269-1987, IS 4031-1988 part-I of the brand such as ACC, Elephant, Ambuja, Siddhi, Lotus, Ultra Tech, Binani, Sanghi, JK Lakshmi, Wonder, Vardraj cement in polythene/paper bags only is to be brought by the contractor from the open market at their own cost directly from manufacturing company or its authorized dealer/agent. The contractor has to submit the necessary test report of the cement from the company for every lot that is to be utilized for the said work. The tentative requirement of cement for the work is 18.60 M.T. The contractor has to submit the bill of purchase of cement as above in the office of the Executive Engineer A.A.U at Anand.

Signature of the Contractor

Signature of the Executive Engineer

**SCHEDULE "B"**  
**Memorandum showing items of works to be carried out :**

Items No.	Quantities Estimated but May be more or less	Item of work	Estimated Rate		Unit	Total amount According to estimated Quantities
			in figures. Rs. Ps.			
1	2	3	4	5	6	7

**As Per Attached Scheduled -B**

I/We am/are willing to carry out the work at ..... Percentage)

above/ below (should be written in figures and words) of the estimated rates mentioned above.  
Amount of my/our tender works out as under.

Estimated amount put to tender Rs. 899185.57		Estimated amount put to tender Rs. 899185.57	
Deduct : % below	Rs.....	Add : % above	Rs.....
Net	Rs.....	Total	Rs.....
In words Rs.....		In words	
		Rs.....	

(Please strike out whichever is not applicable)

Note - 1 All work shall be carried out as per state P.W.D. Handbook and other specifications of the Division or as directed.

Note - 2 All The columns in schedule should be filled in, in ink and the total of the entries in the last column should be struck by the contractor under this Signature.

Note - 3 Rates Quoted include clearance of site (prior commencement of work and its clause) in all respect and hold good for under all conditions, site, moisture, weather etc.

Note - 4 To be continued on additional sheets, if found necessary.

Signature of the Contractor

Signature of the Executive Engineer

## SCHEDULE - C

(See Clause No. 2)

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

### Time Schedule of Completion

Percentage of time of the total time limit	Percentage of Work	Rate of liquidated damages per day
1	2	3
<b><u>Earth Work</u></b> 25% 50% 75% 100%	 16% 50% 75% 100%	 0.1% 0.1% 0.1% 0.1%
<b><u>Buildings Work</u></b> 25% 50% 75% 100%	 10% 40% 80% 100%	 0.1% 0.1% 0.1% 0.1%
<b><u>Road Work</u></b> 25% 50% 75% 100%	 25% 50% 75% 100%	 0.1% 0.1% 0.1% 0.1%
<b><u>Bridge Work</u></b> 25% 50% 75% 100%	 10% 40% 80% 100%	 0.1% 0.1% 0.1% 0.1%

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

Signature of the Contractor

Signature of the Executive Engineer



### LIST OF WORKS ALREADY COMPLETED BY THE TENDERER

Sr. No. 1	Name of work 2(a)	Place 2(b)	Cost on Completion 3	Time taken in months completion the works 4	Remarks 5

### LIST OF PLANT AND MACHINERY IN GOOD WORKING ORDER AVAILABLE WITH THE TENDERER

Sr. No.	Plant or machinery	Location	Age of Machinery	Make	Capacity	Approximate Value	Remarks
1	2(a)	2(b)	3	4	5	6	7

Signature of Tendered with Date Note : Necessary certificate from the office concerned shall be attached with the tender.

Signature of the Contractor

Signature of the Executive Engineer

# LIST OF WORKS ALREADY COMPLETED BY THE TENDERER

Sr. No.	Name of work	Place	Estimate cost	Date of issue of work order	Stipulated period of completion	Amount of work done on date of filling tender	Brief details of delay if any	Remarks
1	1(a)	2(b)	3	4	5	6	7	8

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

Note 2 : Necessary certificates from the office concerned shall be attached with the tender

Signature of the Contractor

Signature of the Executive Engineer

