

FOR OFFICE USE ONLY



SARDAR SAROVAR NARMADA NIGAM LTD.

(A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING)

SARDAR SAROVAR (NARMADA) PROJECT

**MODEL
TENDER
DOCUMENT
VOLUME: ONE-B**

**C.P.C.,
S.S.N.N.L.,
GANDHINAGAR**



SARDAR SAROVAR NARMADA NIGAM LTD.
(A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING)

SARDAR SAROVAR (NARMADA) PROJECT

TENDER DOCUMENTS

FOR
(Name of work)

ESTIMATED COST Rs. (Amount) LAC

VOLUME: ONE-B

1. VOLUME ONE - A:-

NIT AND MEMORANDUM
SECTION - I : INFORMATION AND INSTRUCTIONS
SECTION - II : QUALIFICATION CRITERIA, FORMS AND STATEMENTS
(FOR TECHNICAL BID ONLY)

2. VOLUME ONE - B:-

SECTION - I : TERMS AND CONDITIONS OF CONTRACT
SECTION - II : FORMS AGREEMENT AND ANNEXURES
VOLUME ONE - C : SCHEDULE A & B

3. VOLUME TWO : TECHNICAL SPECIFICATIONS

4. VOLUME THREE : DRAWINGS.

SUPERINTENDING ENGINEER,
(Name and address of Circle office)
Month - Year

1. Accompaniment to letter no.
2. DTP approved vide letter no.

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SECTION – I

TERMS AND CONDITIONS OF CONTRACT

Clause-1 DEFINITIONS

In the contract (as hereinafter defined) the following words and expression will have the meanings hereby assigned, to them

- a. Approved/ Approval means approved in writing.
- b. Chief Engineer means Chief Engineer to whom the Superintending Engineer reports.
- c. Command Area Development works means the works involving Minors & Sub-Minors only.
- d. Construction plant means all equipment, appliance or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works but do not include materials or other things intended to form or forming part of the permanent work.
- e. Contract means the contract entered between the employer and contractor. The instruction and information, general rules and direction for tenderers, terms and conditions of contract, specification, drawings , the schedules of quantities and tender prices, the formal agreement and all addenda (including corrigendum if any) and attachments related to the above, referred in the contract agreement shall constitute the contract.
- f. Contractor means the particular person, firm or Company or Group of firms or Companies or his designated representative with whom the contract has been made for executing the works and includes his legal successors.
- g. Day means a day from midnight to midnight.
- h. Defects liability period shall mean 24 (Twenty four) months from the certified date of completion. (The certified date of completion shall be in accordance with **Clause – 43.**
- i. Drawings means the drawings referred to in the specifications, any modification of such drawings approved in writing and such other drawings as may from time to time be furnished or approved in writing by the Engineer- in - Charge.

Signature of the Contractor

Signature of the Engineer-In-Charge

- i. Employer/ Owner means Sardar Sarovar Narmada Nigam Limited / SSNNL and includes its legal successor.
- j. Engineer -in - Charge
 - (i) For the normal operational day to day routine work and handling of the contract matters and execution of works as per the terms and conditions, specifications, The Engineer - in - Charge means Executive Engineer of the work under the contract or such other assistant or sub-ordinate to whom the Executive Engineer may have delegated certain duties acting separately within the scope of the particular duties entrusted to them.
 - (ii) While dealing with the financial approval and items like extra items, quantity variations and other such proposals involving the finance where the terms should mean the competent authority under the organization having competency to deal with and approve such cases.
- k. IS means Indian Standards, prescribed by the Bureau of Indian Standards
- l. Month means period from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month.
- m. Quarter means period of three months commencing from 1st January, 1st April, 1st July & 1st October.
- n. Site means the lands and other places on , under, in or through which, the works are to be executed or carried out and any other lands or places provided by the owner for the purposes of the contract together with such other places as may be specifically designated in the contract or subsequently approved as forming part of site.
- o. Superintending Engineer means the Superintending Engineer in overall charge of the works.
- p. Temporary Works means all temporary works of every kind required for the performance of the contract.
- q. Tended Amount means the total tender amount indicated in the letter of acceptance of the tender.
- r. The expression “work” or “Works” where used in these conditions shall, unless, there be something in the subject or context repugnant or such construction be construed to mean the work, or the works contracted to be executed under or in

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virtue of contract , whether temporary or permanent, and whether original, altered, substituted or additional.

- s. Week means seven consecutive days.
- t. S.O.R. means schedule of rates.
- u. SSNNL or Nigam means Sardar Sarovar Narmada Nigam Limited or Employer/Oswner.

Clause-2 INTERPRETATIONS

Words imparting the singular only, also include the plural, he include she and vice a versa unless this is repugnant to the context. Wherever the term “Specification” is used apart from a specified standard specification, it shall mean the specification or plan prepared for a particular item as per the instruction to the Contractor in executing that item of works.

Clause-3 LANGUAGE OF CONTRACT

All written matter and correspondence in connection with the Contract shall be in English.

Clause-4 CONTRACT DOCUMENT AND MATTERS TO BE TREATED AS CONFIDENTIAL

All documents, correspondence, decision and order concerning the contract shall be considered as confidential and/or restricted in nature by the Contractor and he shall not divulge or allow access to them by any unauthorized person.

Clause-5 STAMP DUTY

The Stamp Duty for entering into agreement shall have to be paid by the Contractor.

Clause -6 SECURITY DEPOSIT (S.D.)

The total amount of security deposit to be obtained from the contractor whose tender is accepted shall be **10% (Ten percent)** of the estimated cost put to tender as under. The tenderer whose tender is accepted (hereinafter called “contractor” which

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expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators & assignees) shall

(a) within 30 days from the date of issue, of letter accepting his tender, initial security deposit as under, for due performance of contract as per below.

(i) **2.5%** (Two point five Percent) of the estimated cost put to tender in the form of Govt. securities like Shri Nidhi deposits of SSNNL, Fixed deposit of Nationalized Banks/ HDFC Bank/ ICICI Bank / AXIS Bank / IDBI Bank /The Kalupur Commercial Co-operative Bank Ltd./ The Mehsana Urban Co-operative Bank Ltd., National Saving Certificate, duly pledged in the name of the Engineer – In – Charge.

(ii) **5%** (Five Percent) of the estimated cost put to tender in the form of bank guarantee (unconditional) as per Annex. II from branch (as may be specified in the Tender) from any Nationalized Bank/ I.C.I.C.I. Bank/ HDFC Bank/ AXIS Bank/ I.D.B.I. Bank/The Kalupur Commercial Co-operative Bank Ltd./ The Mehsana Urban Co-operative Bank Ltd. or the Banks as decided by the Finance Department, Govt. of Gujarat from time to time. However, if the bank guarantee is issued by the branch other than Branch (as may be specified in the Tender) the bank guarantee shall be operatable from branch (as may be specified by the concerned office) in which case the bank guarantee shall be given in the form prescribed in Annex. IIA. The bank guarantee should be unconditional and valid for a period at least three months after defect liability period is over.

(b) In addition to the above initial Security Deposit, the Engineer-in-Charge shall deduct from the intermediate bills i.e. the running account bills an amount at the rate of 5% (five percent) of the total amount of each bills, as a remaining Security Deposit subject to the condition that the total amount of such deductions shall not exceed **2.5%**(Two point five percent) of the estimated cost put to Tender as mentioned in the letter of acceptance of the tender.

(c) If the Contractor expressly requests in writing he may be permitted to convert Security Deposit recovered from his bills into interest bearing Government Securities, Shrinidhi Deposits of SSNNL or interest bearing deposits with a

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Nationalized bank/ H.D.F.C. bank/ I.C.I.C.I. bank/ AXIS bank/ I.D.B.I. bank /The Kalapur Commercial Co-operative Bank Ltd./ The Mehsana Urban Co-operative Bank Ltd. or Banks as decided by the Finance Department, Govt. of Gujarat from time to time, in the name of the Executive Engineer - in - Charge or into Bank Guarantee in the form at Annexure -II issued by Branch (as may be specified by the concerned office) of any Nationalized bank/ H.D.F.C. bank/ I.C.I.C.I. bank/ AXIS bank/ I.D.B.I. bank /The Kalapur Commercial Co-operative Bank Ltd./ The Mehsana Urban Co-operative Bank Ltd. or Banks as decided by the Finance Department, Govt. of Gujarat from time to time, in installments as shown below.

Work costing	Amount of installments
(Rs. in Crore)	(Rs in lac)
Between 1 and 10	1.0
Between 10 and 20	2.0
Between 20 and 50	5.0
Above 50	10.0

- (d) The Bank Guarantee must remain valid for at least three months after the Defect Liability Period is over.
- (e) Fifty percent (50%) of the Security Deposit less any amount due shall be returned to the contractor on completion of the Defects Liability Period and the remaining Fifty percent (50%) of the security deposit shall be returned only after three months of the defect liability period is over and subject to the Engineer-in-Charge certifying that no liability is attached to the contractor.
- (f) Additional security deposit shall be furnished by the bidder as decided by Nigam's authority at the time of entering into contract, if any.

Clause-7 ACTIONS WHEN SECURITY DEPOSIT IS FORFEITED

- 7.1 In any case, in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to 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

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Contractor or any other cause, the Engineer - in - Charge on behalf of the Nigam, shall have powers,

- (a) To rescind the contract (of which rescission notice in writing to the Contractor under the hand of Engineer - in - Charge shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Nigam.
- (b) To employ labour paid by Nigam and to supply materials to carry out work , or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price , the certificate of the Engineer-in-Charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rate as if it had been carried out by the contractor under the terms of this contract and in that case the certificate of the Engineer - in - Charge to the value of the work done shall be final and conclusive against Contractor.
- (c) To order that the work of the Contractor be measured up and to take such part thereof as shall be unexecuted out of 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 Engineer - in - Charge shall be final and conclusive) shall be borne and paid by the original contractor and shall be deductible from any money due to him by the Nigam under this contract from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

7.2 In the event of any of the course being adopted as per Clause 7.1 above by the Engineer- in – Charge, the Contractor shall not claim to compensate for any loss sustained by him by reason of his having purchased or procured any materials, or made any advances on this account 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

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recover or be paid any sum for any work thereof actually performed by him under this contract unless and until the Engineer-in-Charge shall have certified in writing the performance of such work and the amount payable in respect thereof and shall only be entitled to be paid amount so certified.

- 7.3 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies than unless the accepting authority is satisfied that legal heirs or representatives of the individual Contractor or of proprietary concern, are capable of carrying out and complete the contract, as the accepting authority shall be entitled to cancel the contract, as to its uncompleted part by forfeiting the security deposit under Clause-7.1(a) without Nigam being in anyway liable to pay any compensation to the heirs of the deceased contractor on account of the cancellation of the contract. The decision of the Accepting Authority that the legal representatives of the deceased contractor can not carry out and complete the contract shall be final and binding on the parties. In the event of such a cancellation, Nigam shall not hold the heirs of the deceased Contractor liable for damages for not carrying out the work remaining incomplete as on the date of death of individual Contractor or the proprietor.
- 7.4 In any case in which any of powers conferred upon the Engineer-in-Charge under clause 7.1 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise there of shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable at any future date.
- 7.5 In the event of the Engineer-in-Charge taking action under clause 7.1 to 7.4 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 thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof , by paying or allowing for the same in account at the contract-rate or in case of contract rates not being applicable at such reasonable rates, as may be comparable with current market rates where ascertainable of similar articles and comparable condition, to be certified by the Engineer-in Charge. In the alternative the Engineer-in-Charge may by notice, in writing to the Contractor or his clerk of the works. Foreman or other authorized agent

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require him to remove such tools , plants, machineries, materials or stores from the premises within a time to be specified in such notice and in the event of the Contractor failing to comply with any such requisitions, remove them at the Contractor's expenses or shall remove them by auction or private sale at the risk and cost of the Contractor in all respect, and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds shall be final and conclusive against the Contractor.

Clause-8 SETTING OUT

The Contractor shall establish at his cost reference points, reference lines and bench marks at suitable points as may be considered necessary by the Engineer- in - Charge. The Contractor shall be responsible for the true and proper setting out of the works and the correctness of positions. Levels, dimensions and alignments of all parts of the work and for the provision of all necessary instrument, appliance and labour in connection therewith. If, at any time , during the progress of the work any errors, appear or arise in the positions, levels , dimensions or alignments of any part of the work, the contractor on being required to rectify such errors by the Engineer – in – Charge shall rectify it at his own expense to the satisfaction of the Engineer-in-Charge. If, however such error is based on change or incorrect data supplied in writing by the Engineer-in-Charge, the expenses for rectifying the same shall be borne by the Nigam. The checking of and setting out of any line or level by the Engineer-in-Charge or the representative shall not in any way relieve the contractor of his responsibilities for the correction of the error. The Contractor shall carefully protect and observe all bench marks, site nails, pegs and other things used in setting out of the work(s).

Clause-9 PROGRESS SCHEDULE

- (a) The Contractor shall furnish to the Engineer-in-Charge within one week micro level planning from the date of the order to start the work, the progress schedule in quadruplicate indicating the date of starting, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed

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general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The schedule should be framed keeping in view the requirement of the terms and conditions 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, indicated in the schedule shall be adhered to.

- (b) The Engineer-in-Charge shall have, at all times, the right, without in any way vitiating this contract forming grounds for any claim, to alter the order of the work or any part thereof and the Contractor shall after receiving such direction, proceed in the order directed. The Contractor shall also revise the progress schedule accordingly and submit four copies of the revised schedule to the Engineer-in -Charge within seven days of the said Engineer's direction to alter the order of works.
- (c) The Contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the works as per approved progress schedule. The working and shift hours shall comply with all the Nigam's regulations in force and shall be such, as may be approved by the Engineer-in-Charge and the same not be varied without the prior approval of Engineer-in-Charge.
- (d) The Contractor shall from time to time as may be required by the Engineer-in-Charge, furnish the Engineer-in-Charge with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Engineer-in-Charge, may if he considers necessary at any time advice alteration in the same, which the Contractor shall adopt on notice thereof.
- (e) The progress-schedule(s) shall be in the form of progress chart, forms, statements and/ or reports as may be approved by the Engineer-in-Charge.
- (f) In case it is found necessary, at any stage to alter the schedule, the Contractor shall submit in good time a revised schedule incorporating necessary modifications proposed and get the same approved from the Engineer-in-Charge.

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Revised schedule shall not be operative without such acceptance in writing. The Engineer-in-Charge is further empowered to ask for more detailed schedule or schedules say week by week, for any item or items and the Contractor shall supply the same as and when asked for. The approval of the progress-schedules by the Engineer-in-Charge shall not relieve the contractor of any of his duties, responsibilities under the contract. The adoption of any modification in the schedule required by the Engineer-in-Charge shall not entitle the Contractor to any extra payment. The contractor shall submit four copies showing the progress of work in the form of a chart etc. at periodical intervals as may be specified by the Engineer –in – Charge.

Clause-10 ACTION WHEN THE PROGRESS OF THE WORK IS UNSATISFACTORY.

If the progress of any particular portion of the work is unsatisfactory, the Engineer-in-Charge shall, notwithstanding that the general progress of the work is satisfactory, in accordance with clause-56, be entitled to take action under clause 7.1(b) after giving the Contractor 10 days notice in writing and the Contractor will have no claim what so ever for any compensation or loss sustained by him in owing to such action.

Clause-11 TIME FOR COMPLETION AND EXTENSION OF TIME .

The contractor shall commence the work immediately upon the notification of award and proceed in accordance with the time schedule furnished pursuant to **Clause No. 9** and complete the work in all respects within ____ **months** from notification of award. If the contractor desires for an extension of time for completion of the work on the ground of his having been unavoidable hindered in its execution or any other ground, he shall apply in writing to the Engineer–In–Charge before the expiry of the period stipulated in the tender or the expiry of 30 days from the date on which he was hindered whichever is earlier and the competent authority of SSNNL may, if in their opinion, believes that there are reasonable grounds for granting the extension, grant such extension, as he thinks necessary or proper. The decision of the competent authority of SSNNL in this matter shall be communicated to the Contractor by the Engineer–In–Charge and shall be final.

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Clause-12 ACTION WHERE NO SPECIFICATIONS

12.1 In the case of any class of work for which there is no specifications, such work shall be carried out in accordance with the SSNNL specifications and in the event of there being no SSNNL specifications, then, in such case the work shall be carried out in all respects in accordance with the instructions, and requirements of the Engineer- in - Charge.

12.2 Purpose of Drawings and specifications and conformance thereto shall be treated as under

12.2.1 The contract drawings read together with the contract specifications are intended to show and explain the manner of executing the work and to indicate the type or class of materials to be used.

12.2.2 The work shall be carried out in accordance with the directions of the Engineer-in-charge in accordance with such further drawings, details and instructions as may, be given by the Engineer-in-charge, from time to time.

12.2.3 It shall be the responsibility of the contractor to promptly bring to the notice of the Engineer-in-charge any error or discrepancy in the contract documents and obtains his orders thereon. Only stated dimensions are to be taken and not those obtained from scaling the drawings. In case of any discrepancy between the description of an item in the schedule-B and the specifications, the later shall prevail and in case any discrepancy between the specification and drawings, the drawings shall prevail. In case any feature of the work is not fully described and set forth in the item drawings and specification, the contractor shall forthwith apply to the Engineer-in-charge for further instructions, drawings or specifications.

12.3 Modifications

12.3.1 The Engineer-in-charge may order modifications at any time before completion of the work. No modification shall be made unless so ordered in writing.

12.3.2 For all modification, the Engineer-in-charge will issue revised plans.

12.4 Signed Drawings – No Authority to the contractor.

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12.4.1 Signed drawings alone shall not be deemed to be an order for the work unless it is entered in the agreement or schedule of drawings under proper attestation of the contractor and the Engineer-in-charge or unless it has been sent to the contractor by the Engineer-in-charge with a covering letter conforming that the drawings is an authority for the work under the contractor.

12.5. Copies of drawings and specifications.

Copy of the typical modified or supplementary drawings and the specifications of gate shall be furnished to the contractor.

Clause-13 RENT OF LAND GIVEN TO CONTRACTOR

The Contractor shall have to make his own arrangement for land required by him for his camp, workshops, labour camps, stock-piling of materials etc. However, if land is available with the Nigam which could be conveniently spared, the same will be made available to the contractor at a token rent of Rs. 500/- per hectare or part thereof per month. The Contractor shall return the land to the Nigam in the original condition on completion of the work.

Clause-14 ENTERING UPON OR COMMENCEMENT OF WORK

The contractor shall not enter upon or commence any portion of work except with the written authority and instruction of the Engineer- in –Charge or his sub-ordinate in charge of the work, failing which the contractor shall have no claim to ask for measurement or payment for work.

Clause-15 ACCESSES TO SITE AND WORK

The Engineer may, if he consider fit from time to time, enter upon any land(s), which may be in possession of the Contractor under this contract for the purpose of executing any work not included in this contract and may execute such work not included in this contract by agents or by other Contractor in 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

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by structure or otherwise for any other Contractor employed by the Nigam and his workmen or for the workmen of the Nigam who may be employed in the execution on or near the site of the work not included in the contract or of any contract-in connection with or ancillary to the work and in default, the Contractor shall be liable to the Nigam 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 construction, he may, within, fifteen days of such damage arising make statement of the same to the Engineer-in-Charge who shall, from time to time, assess the value in his judgment of such damage and the Nigam shall from time to time pay to the Contractor the amounts (if any) accepted as justified by the Engineer-in-Charge.

Clause-16 WORKS TO BE EXECUTED UNDER DIRECTION OF ENGINEER-IN-CHARGE AND SUPERINTENDING ENGINEER.

All works to be executed under the Contract shall be executed under the direction of Engineer – In – Charge and subject to approval in all respect of the Superintending Engineer of the Circle who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause-17 MATERIALS AND WORKMANSHIP

17.1 MATERIALS.

17.1.1 All materials, articles and workmanship shall be of the most suitable quality for the work. The unit rates quoted shall deem to have included procurement, transport, handling, storage etc.

17.1.2 Materials to be procured by the Contractor.

(A) CEMENT

- (i) The Contractor shall procure OPC/PPC cement bags required for works only from large scale manufacturing cement factories as approved by the Nigam and bearing Bureau of Indian Standards (BIS) mark.

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(ii) The Contractor shall be required to furnish to the Engineer-in-Charge bills of payment and test certificates issued by the manufactures to substantiate procurement of quality cement from the approved cement factory. The Contractor shall transport it in pressurised cement trucks/ tippers fully protected by tarpaulin and sealed in a fool-proof manner to prevent any deterioration of quality of cement due to exposure to weather. If the cement is transported in trucks/tippers, it shall be completely wrapped in tarpaulin which shall be securely fastened with manila rope and sealed in the manner approved by the Engineer-in-Charge. The Contractor shall collect duplicate gate pass from the factory for the quantity of cement received by him for each trip of cement truck/tipper. One copy of the gate pass shall be handed over to the Engineer-in-Charge. The Contractor shall make his own arrangement for adequate storage of cement in godown having adequate capacity (10 days requirement). The Contractor shall bear all costs related to procurement, transport, handling and storage of cement which shall be deemed to have been included in the unit rates quoted for the relevant item of work. Any loss of cement during transportation, handling or storage shall be borne by the Contractor and shall be deemed to have been included in unit rates quoted for relevant items of the work. The cement procured by the Contractor shall be allowed to be utilized for work only after it has been tested and accepted by the Engineer-in-Charge as stipulated in clause 18 of this section. The cement not conforming to the technical specifications for cement as laid down in vol. Two shall be forthwith removed from the site at the Contractor's own cost.

(B) STEEL

(i) The Contractor shall procure TMT bars, rods and structural steel, corrosion resisting steel etc. required for the works only from the primary producers manufacturing steel to the prescribed specifications of Bureau of Indian Standards or equivalent and licensed to use BIS or other equivalent certification marks.

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- (ii) The Contractor shall be required to furnish to the Engineer-in-Charge bills of payment and test certificates issued by the BIS Steel producers to substantiate procurement of required quality steel from the approved BIS Steel producers. The Contractor shall procure bars, rods and structural steel according to size and length as required to execute or complete the work. The Contractor shall make his own arrangement for transporting the steel from the place of steel producers to site of work. The Contractor shall collect duplicate gate pass from the steel producers for the quantity of steel received by him in each trip of the truck. One copy of gate pass shall be handed over to the Engineer-in-Charge. The Contractor shall make suitable arrangement for storage of steel. Transportation, handling and storage charges shall not be separately paid and shall be deemed to have been included in the unit rates quoted for relevant items of work. The Engineer-in-Charge or his representative shall have the authority, at all times, to inspect the storage arrangements and suggest modification and improvements, if any, and the Contractor shall comply with the same. Storage arrangement shall be such as to be convenient for inspection and check of materials. The steel procured by the Contractor shall be allowed to be utilized for work only after it has been tested and accepted by the Engineer-in-Charge as stipulated in clause-18 of this section. The steel not conforming to the technical specification laid down in volume of detailed technical specification shall be forthwith removed from the site at Contractor's cost. Steel shall be procured as per requirement of work. Procurements and storage of steel in monsoon shall not be allowed.

17.1.3 EQUIVALENCY OF STANDARDS AND CODES

Wherever reference is made in the Contract to the respective standards and codes in accordance with which goods and materials are to be furnished, and works is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the Contract. Where such standards and codes are national in character, or relate to

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a particular country or region, other authoritative standards which ensure an equal or higher quality than the standards and codes specified will be accepted subject to the Engineer-in-Charge prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Contractor and submitted to the Engineer-in-Charge at least 30 days prior to the date when Contractor desires the Engineer-in-Charge's approval. In the event the Engineer in Charge determines that such deviations do not ensure equal or higher quality, the Contractor shall comply with the standards set forth in the contract documents.

17.1.4 The Contractor shall without extra cost provide sample for the testing of materials and facilitate inspection of the works. The Engineer-in-Charge shall have access at all times to the places of storage and to the places where materials are being manufacture or processed for use on the works under the Contract, to determine whether their manufacture and process are proceeding in accordance with the drawings and specifications.

17.1.5 All materials, articles shall be specified and in accordance with the instructions of Engineer-in-charge. All materials except the items proposed in Schedule-A, required to be used for this tendered work shall have to be procured material shall be conforming to relevant IS Specification as described in Technical specification.

17.2 MATERIALS CONSUMPTION REGISTER

A register in the prescribed form showing day to day receipt, consumption and balance of cement, steel and materials procured and brought onsite of work by the contractor shall be maintained. Every entry thereof shall invariably be signed by the contractor or his authorized representative in token of its correctness, and by the representative of Engineer – in – Charge.

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17.3 WORKMANSHIP:

The Contractor shall execute the whole and every part of the work in substantial and workman-like manner and both as regards materials and in other respects in strict accordance with specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing for the work signed by the Engineer-in-Charge. The Design and the drawings shall be lodged in the office of the Engineer-in-Charge to which the Contractor shall be entitled to have access for the purpose of inspection at such office during office hours.

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

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 two sets of working drawings, according to the progress of work, as and when needed, free of cost.

17.4 EMPLOYMENT OF A QUALIFIED ENGINEER

The contractor shall employ a full time technically qualified staff during the execution of this work. The engineers so employed for the work must have sufficient experience to handle the work independently. Such Engineers shall have to stay at the site of work and they shall not be entrusted with any other duty except of this work.

Even if the contractor or a partner of the contractor, firm is a graduate Civil Engineer, employment of adequate number of engineers will however be necessary for the execution of the work on site as may be decided by the Engineer-in-Charge.

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17.5 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 for the inspections and supervision of the Engineer-in-Charge and his sub-ordinate and the contractor shall, at all times during the usual working hours and all other times at which reasonable notice of the intimation of the Engineer-in-Charge or his sub-ordinate to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a 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.

17.6 NOTICE TO BE GIVEN BEFORE WORKS IS COVERED UP

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

17.7 ACTION AND COMPENSATION FOR BAD WORK

If at any time before the expiry of Defects Liability period as detailed in Clause 17.8, it shall appear to the Engineer-in-Charge or his sub-ordinate in charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality or that any materials or articles provided by him for execution of the work are unsound., or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the Contractor and then notwithstanding

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

17.8 DEFECT LIABILITY PERIOD

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 hereunder from the certified date of completion. The Engineer-in-Charge shall give a notice in writing to the contractor about the defect and the Contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the part of the contractor, the Engineer-in-Charge may rectify or remove or re-execute the work at the risk and cost of the Contractor. The Engineer-in-Charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, incurred by him in rectification, removal or re-execution. The Defects Liability period shall be 24 Months from the certified date of completion (The certified date of completion shall be **as per Clause 43**) and shall include two monsoon. For purpose of deciding the monsoon period, the 30th September may be treated as last date of monsoon.

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17.9 TESTING OF CANAL SECTION, LINING AND CANAL STRUCTURES17.9.1 Before accepting the works viz. (Name of Work)

The entire structure as well as canal section shall be filled with the water upto the design depth and tested for 15 (fifteen) days after the filling. Observation of the work executed shall be done at an interval of 24 (Twenty four) hours over a period of next 15 (Fifteen) days after filling. However, at the end of any day (i.e. 24 hours) the seepage loss is observed to be twice the permissible loss, then the canal shall be emptied as per drawdown criteria and rectification shall be carried out. The total drop in surface level over a period of 15 (Fifteen) days shall be taken as an indication of the water tightness of the work executed. Apart from water tightness, the Engineer-in-Charge shall decide on the extent of damages/defects during the above period. If the drop of water surface is not more than the designed seepage loss plus evaporation loss (evaporation losses and seepage losses shall be considered as detailed below), then the structure as well as canal section can be deemed to be watertight.

<u>Period</u>	<u>Evaporation loss should be less than</u>
(1) March to June	1 cm per day
(2) July to October	0.75 cm per day
(3) November to February	0.50 cm per day

All defects/ seepage or leakage as observed in the structure as well as canal section as specified above shall be repaired by the contractor at his own cost to the satisfaction of the Engineer-in-Charge. Thereafter, again the canal section as specified above shall be filled with the water for further 15 (Fifteen) days and the testing cycle shall be repeated, till the rectification of damages/ defects/ seepage/ leakage are of the acceptable engineering standard for the works as specified above.

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17.9.2 The testing of structure as well as canal shall be made as per Para 17.9.1 during the validity period of security deposit i.e. up to 3 months after defect liability period. All defects / seepage or leakage observed in canal section and structure shall be repaired by the contractor at his own cost to the satisfaction of Engineer-in-Charge. In case of failure part of construction, The Engineer-In-Charge may rectify or remove or re-execute the work at the risk and cost of the contractor. The Engineer-In-Charge shall be entitled to appropriate the whole or any part of amount of security deposit towards. The expense, if any incurred by him in rectification, removes re-execution of defective work.

17.9.3 In case it is not possible to test the canal during the above period, the security deposit shall be released as per provision made in clause-6 (e).

Clause-18 TESTING OF MATERIALS

18.1(a) All materials before being utilized in works shall be inspected and tested, if found necessary, by the Engineer-in-Charge or his representative. The nature of testing and periodical intervals at which such testing is to be done etc. shall be as per the latest editions of relevant IS Codes and determined by the Engineer-in-Charge. The day-to-day and periodical tests to be carried out on materials mixes and placed concrete, mortar etc. shall be specified by the Engineer-in-Charge from time to time and the Contractor shall provide free of cost all facilities towards collections of samples etc. unless otherwise specified. Labours for collecting samples and transportation of the samples to quality control authorities for test shall be provided free cost of by the contractor. Also electricity, fuel, water curing tank and stores etc shall be provided free of cost by the contractors.

18.1(b) The materials shall be tested in SSNNL laboratory or at any other place directed by the Engineer-in-Charge. The Contractor shall obtain the test results from the concern authority and the results given by such authorities shall be considered to determine whether all materials, workmanship are of respective standard described in contract and in accordance with the instructions of the Engineer-in-Charge. The Contractor's representatives shall, however, be given access to all operations and tests that may be

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carried out as aforesaid so that he may satisfy himself regarding the procedure and methods adopted. It shall then be the Contractor's responsibility to produce on the work, materials and finished item to the standard as determined by the laboratory tests or to take follow up action to rectify the quality.

All Testing charges shall, however, be borne by the Contractor.

(i) When the supply of the samples and the carrying out of such test at Contractor's cost is provided for or clearly intended in the Contract and is carried out either at the site of work or at place of manufacture specified in the contract document.

(ii) When the supply of the samples and the carrying out of such tests is not provided for or clearly intended in the contract, but on testing the material is found defective and has to be rejected.

(iii) Testing charges for testing of Cement, TMT bars, PVC water stops, PVC strips, RCC pipes, M.S. pipes and all materials to be used in the works including cost of samples and its collection shall be borne by the Contractor.

18.2 The Contractor shall, however, supply all materials, required for tests and also make good at his cost, materials, mixes and bore/ core hole with similar or other materials as may be directed by and to the satisfaction of the Engineer-in-Charge.

18.3 The Contractor shall make suitable arrangements to see that one of his representatives remains present at the time of taking samples and shall authenticate the facts. If the Contractor, fails to keep his representative present at site at the time of taking samples or fail to provide required labours and other equipment to collect the samples, the same shall be taken by the SSNNL, and the samples selected shall be considered as authentic. The cost incurred by the SSNNL when the Contractor fails to provide required men and materials for collecting samples and or their transport shall be recovered from the Contractor.

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Clause-19 QUALITY ASSURANCE

19.1 ASSURANCE PROGRAMME

In addition to the testing procedure as laid down in **clause -18** (Testing of Materials) of the tender documents, the contractor shall submit a detailed field Quality Assurance Programme containing the overall quality management and procedures which he proposes to be followed during various phases of constructions as detailed in the relevant clause of the technical specifications of the contract and get it approved from the Engineer-in-Charge within week after the letter of intent is issued or before the date of work order whichever is earlier. This shall include arrangements of testing apparatus/ instruments covering the requirements of items envisaged in the contract and details of the testing programme. The documents of Quality Assurance Programme shall generally cover but not limited to the following:-

- (a) Contractor's organizational structure for the management and implementation of the quality assurance programme.
- (b) Sources of various materials.
- (c) Inspection and test procedure, both for material and their product and field activities.
- (d) System of handling storage and delivery of material.
- (e) Laboratory testing facilities along with test of equipments proposed to be installed along with a laboratory building plan.
- (f) System of preparation and maintenance of test records.

The Quality Assurance Programme shall also include the programme proposed to be followed by his sub – contractor in case the Contract Agreement allowed him to engage sub – contractor.

19.1.1 Contractor shall bear all cost/ expenditure for implementation of provisions made under quality assurance clause.

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19.2 TESTING OF MATERIALS

All materials, before bringing to the site of work shall be inspected and tested by the Contractor. For testing, the contractor may set up his own laboratory at his own cost. The place (Laboratory) of testing should be got approved from Engineer-in-Charge. Test results shall be furnished by the contractor to the Engineer-in-Charge. The cost of all such testing shall be borne by the contractor.

After materials are brought to site, if necessary, Engineer -in-Charge or his sub - ordinate shall test in accordance with relevant clauses of contract. In case of discrepancy in the SSNNL's and contractor's results, the SSNNL's result shall be final and binding to the contractor. Materials which test result does not conform to the standards and is not acceptable to the Engineer-in- Charge, shall be rejected and removed from the site.

19.3 TESTING PROCEDURE

The Contractor shall carryout all sampling and testing in accordance with the relevant Indian Standard and / or International Standard or as stipulated in the contract, where no specific testing procedure is mentioned, the test shall be carried out as per the prevalent accepted engineering practice and direction of the Engineering-in-Charge.

The Frequency of sampling and testing of all materials and products of construction shall be as mentioned in the technical specifications or as per SSNNL's "Manual for Quality Assurance and Quality Control" and relevant and recent BIS / ASTM / ASME / BS Practice. In case of discrepancy in the standards, the decision of the Engineer-In-Charge will be final. In case due to changes in the codal provisions during course of execution if the acceptance criteria of the test gets changed, the Contractor shall have to follow the revised criteria of acceptance. The contractor shall not claim for any compensation as a result of rejection of his material or product of construction due to inferior quality on account of such changes. The testing frequencies set forth in different technical specification are the desirable minimum and Engineer-in-Charge shall have a full authority to revise it as he finds necessary to satisfy himself that the quality of materials and the works together comply with appropriate specification requirement.

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The ingredients of concrete got tested and approved by EIC in accordance with forgoing Para of this clause and clause 18 of this document.

19.4 The contractors shall have to use such materials which must fulfill the required qualities as per the specifications. SSNNL is not going to compromise with the quality of the work in any case. SSNNL may carry out in situ testing for the quality of earth, zoning of earthwork, thickness of lining, concrete work, filter and other important components wherever required. The contractor will be held responsible for poor quality of work if the work is not done as per the specification.

Clause-20 LIST OF MACHINERY TO BE BROUGHT AND USED ON WORKS BY THE CONTRACTOR

The Contractor shall furnish list of machinery immediately available with him for use on the work and which they propose to procure for the work.

Clause-21 CONSTRUCTION AT EXISTING WATER COURSES AND UTILITIES.

21.1 Where the work to be performed under these specifications crosses or otherwise interferes with water, sewer, gas or oil pipelines, buried cable or other public or private utilities, or with artificial or natural watercourses, the Contractor shall preserve and protect such utilities and watercourses and shall perform such construction during the progress of the work so that no damage will result to either public or private interests till alternative arrangement for relocating such facilities are made. The term "Watercourses" included ditches, terraces, furrows or other features of surface irrigation systems.

The details of water courses and other utilities are available in the office of the Engineer In-Charge for reference of the contractor. However it shall be the responsibility of the Contractor to determine the actual locations of and make provision for all watercourses and utilities.

21.2 Before any watercourse or utility is taken out of service, permission shall be obtained from the owners by the Contractor. The Contractor shall be liable for all damages that may result from failure to preserve and protect watercourses or

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utilities during the progress of the work and the Contractor shall indemnify and hold harmless the SSNNL from claims of whatsoever nature or kind arising out of or connected with damage to water courses or utilities encountered during Construction, damages resulting from disruption of service and injury to persons or damage to property resulting from the negligent, accidental or intentional breaching of watercourses or utilities.

- 21.3 Irrigation systems disturbed by the works shall be restored in the location and in as good a condition as found, except as otherwise approved. If construction of other Contractor caused damages during planting or growing season, temporary crossings must be implemented to provide uninterrupted service to the users.
- 21.4 If the Contractor does not maintain the existing watercourse and utilities in such condition that no damage will result to either public or private interests, the SSNNL will cause the necessary repairs to be made and recover charges from the Contractor for such work.
- 21.5 Except as otherwise provided below, the cost of all work described in this paragraph, shall be included in the price bid in the schedule for relevant other items of work.
- 21.6 Where construction of new structures or modification of existing structures are required to render the watercourses or utilities operative beyond the period of the Contract, the Contractor shall notify the Engineer-in-Charge so that the arrangements can be made with the owners for the construction of modifications required. When it is determined that such works are to be performed by the Contractor, and such item of work is not provided for in the schedule, the Contractor shall perform the necessary work in accordance with Clause-35 of the “Terms and conditions of contract.”
- 21.7 “In case of watercourses and utilities in addition to those for which details are available with the SSNNL, all additional work required to be performed by the Contractor as a result of encountering the watercourse or utilities shall be performed in accordance with Clause-35 of the “Terms and conditions of contract.”

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21.8 In case of forest, nursery or plantation near state highways and National highway for which details are available with the SSNNL, all care shall be taken by the contractor to preserve the plantation during Construction. If the contractor does not take care to preserve the plantation, the SSNNL may recover the loss, to forest department, from the contractor.

Clause-22 CONSTRUCTION AT TELEPHONE AND POWERLINE CROSSINGS

22.1 The details of telephone and power-line crossings are available with the office of the Engineer In-Charge. The concern authorities under agreement with the SSNNL, will remove or raise these lines and relocate them permanently at other locations which will permit the Contractor to proceed with his construction operations without delay.

22.2 Equipment and vehicles shall not be operated where, it is possible to bring such equipment or vehicles or any part thereof within 5 meters of any high voltage line or installation unless The Gujarat Energy Transmission Corporation Ltd./ _____Gujarat Vij Company Ltd., has been notified the line de-energized and grounded, and positive control measures taken to prevent energisation of the line during the progress of the work. The elevations of the low points along the conductor will vary due to changing ambient and operating temperatures.

22.3 The Contractor shall notify Engineer-in-Charge immediately when removal and/or raising and relocation of the utility is required so that he can proceed with construction of the M.S. Pipeline work and roadway relocation at that location in accordance with his sequence of operations. The Gujarat Energy Transmission Corporation Ltd. / _____ Gujarat Vij Company Ltd., and Telephones Authorities under agreement with the SSNNL, will perform all work required before, during and after canal and road construction to remove, relocate, and maintain them in service at all times at no cost to the Contractor. The Contractor will not be required to perform any work for the crossings, but shall co-operate with The Gujarat Energy Transmission Corporation Ltd./ _____Gujarat Vij Company Ltd., and Telephone Authorities so that they may perform the required work with as little interference from the Contractor's operations as is practicable.

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22.4 If, for his convenience the Contractor wishes The Gujarat Energy Transmission Corporation Ltd./ _____Gujarat Vij Company Ltd., and Telephone Authorities to make temporary relocations or minor alterations at existing utility crossing, it will be the Contractor's responsibility to make arrangements with The Gujarat Energy Transmission Corporation Ltd./ _____ Gujarat Vij Company Ltd., and Telephone Authorities for performing such work and the costs thereof shall be paid to The Gujarat Energy Transmission Corporation Ltd./ _____Gujarat Vij Company Ltd., and Telephone Authorities by the Contractor.

22.5 The Contractor shall provide for the utility crossings so that no damage will result there to.

Clause-23 WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

The work shall not be carried out during night or on Sunday and authorized holidays without the prior written consent of engineer -in-charge. However, it will be allowed to be carried out the work during night, Sundays or authorized holidays subject to

- (a) The provisions of relevant labour laws being adhered to:-
- (b) Adequate lighting, supervision and safety measures established to the satisfaction of the Engineer- in – Charge
- (c) The Construction programme given by the Contractor and agreed upon by the Engineer – in – Charge envisages such working
- (d) If it is necessary or required to ensure the safety of work, protection of life, or to prevent loss or damage to property.

Clause-24 CARE FOR DIVERSION

The canal will cross rivers, roads etc. While constructing structures on these, the Contractor shall take all the care for diversion thereof on these, as may be necessary. The Contractor shall not be paid any claim whatsoever on this account. The rates quoted in the respective items of the tender shall be deemed to include cost of care

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and diversion of such rivers, roads and pipe line by construction of suitable diversion works. The layout and design of diversion works shall be got approved from the Engineer – in – Charge.

Clause-25 MAINTAINING PUBLIC TRAFFIC

25.1 The Contractor shall make all necessary provisions including diversion for maintaining the flow of public traffic and conduct his operations for the construction of the M.S. Pipeline so as to offer the least possible obstruction and inconvenience to public traffic. Temporary approaches to crossings or intersecting roads shall be provided and kept in good condition. Public traffic shall be permitted to cross over and pass through construction operations at all times with as little inconvenience and delays as possible and the Contractor shall, when so directed, provide and station competent flagman whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the work.

25.2 Where public traffic is required to cross over or pass through the work, construction operation shall be so conducted as to provide a reasonably smooth, even dustless and unobstructed passage for traffic at all times. Water shall be sprinkled as directed for the abatement of dust in connection with maintaining public traffic. The Contractor shall construct temporary connection of sufficient width for traffic between the existing road way and new construction where necessary. At any and all points alongwith the work where the nature of the construction operations in progress and the equipment and machinery in use are of such character as to endanger passing traffic, the Contractor shall provide such personnel as may be necessary to safeguard against accidents and avoid damage or injury to passing traffic.

25.3 At night times, he should provide barricades around the portion of excavation and have some arrangement in form of posts, warning signboards etc. painted in fluorescent paint to see that the public traffic moves smoothly without any accident happening to moving traffic and if it is found conclusively that it was because of contractor's mistake in providing adequate arrangement, the

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contractor shall be responsible for the damage done and will have to compensate the aggrieved persons. SSNNL will not be responsible for such accidents.

Clause-26 LOCAL AND HAUL ROADS

- 26.1 The Contractor shall acquaint himself with the existing public roads and construction road parallel to the canal and within the canal width near the site of work are shown on the drawings. The Contractor may construct and maintain additional roads parallel to the canal and additional roads as required at his expense. Maintenance of these roads including canal construction road (already constructed and / or to be constructed) shall be done by the Contractor at his own cost till completion of the entire work, under the scope of this contract. The construction roads used by canal contractor and the contractor of this work should be maintained by them with mutual understanding.
- 26.2 The Contractor's heavy construction traffic or tracked equipment's shall not travel on any public roads or bridges unless the Contractor has made arrangements with the authority concerned and approval of the Engineer-in-Charge to such arrangements has been obtained.
- 26.3 The Contractor shall plan transportation of construction materials to work site in such a way that road accidents are avoided.
- 26.4 The Contractor shall construct and maintain at his own cost all suitable temporary haul roads at the work site as may be found necessary by him for execution of the works. The location of all such haul roads and any subsequent modifications thereof shall be got approved by the Engineer-in-Charge.
- 26.5 During the period of the Contract, the SSNNL and other Contractors employed by the SSNNL will be engaged on other works in the vicinity of the works covered by this contract, the contractor shall allow the SSNNL and other contractors free and reasonable use of all temporary haul roads except vital haul roads upon which the Contractor may impose restriction to prevent, interruptions to concrete hauling operations. Any such restrictions must be approved by the Engineer-in-Charge.

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26.6 Separate payment will not be made for the construction and maintenance of the temporary haul roads including any necessary special protections or strengthening required and all cost of such works shall be deemed to have included in the cost of the items included in the Schedule 'B'.

Clause-27 ELECTRIC POWER

The contractor shall make his own arrangements for electric power supply at his own cost. The Nigam shall not take any responsibility for power connection from GETCO power supply. The contractor shall pay directly to the GETCO- GVCL for the power that is actually consumed at the tariff stipulated by GETCO- GVCL from time to time. The Contractor shall comply with all requirements of purchase and use of electric power. The Contractor shall provide and operate generating sets of suitable capacity at required locations at his own cost to meet with the situations arising out of interruptions of electric power supply either or short or long duration. The Contractor shall not raise any claim against SSNNL for failure or stoppage of power supply by GETCO- GVCL for any reasons whatsoever. Demand charges and any other charges over and above energy charges as levied by the GETCO- GVCL shall also be borne by the Contractor.

Clause-28 OTHER CONTRACTORS

28.1 When two or more Contractors are engaged on work in the same vicinity, they shall work together in a spirit of co-operation and accommodation. The Contractor shall not take or cause to be taken any steps or actions that may cause disruptions, discontent or disturbance to the works, labour and arrangements of other Contractor in the neighboring project localities. In case of any difficulties amongst the Contractors, the Engineer-in-Charge shall direct the manner in which each Contractor shall conduct his works so far as it affects the others.

28.2 It is possible that work at, or in the vicinity of the site of work will be performed by the SSNNL or by other Contractors engaged in work for the SSNNL during the Contract period. The Contractor shall without charge permit the SSNNL and such other Contractor's and other workmen to use the access facilities including roads, lighting installation and any other facilities constructed or acquired by the

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Contractor for use in the performance of the works till they are required to be maintained for the purpose of this work.

Clause-29 ECOLOGICAL BALANCE

29.1 The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall so conduct his construction operations as to prevent any unnecessary destruction, scarring or defacing of the natural surrounding in the vicinity of the work. In respect of ecological balance, Contractor shall observe the following instructions.

- (a) Where unnecessary destruction, scarring, damage or defacing may occur as a result of the operations the same shall be repaired, replanted or otherwise corrected at the Contractor's expense. The Contractor shall adopt precautions when using explosives which will prevent scattering of rocks or other debris outside the work area. All work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Engineer-in-Charge.

- (b) All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall be protected from any damage that may be caused by the Contractor's construction operations and equipment. The removal of trees or shrubs will be permitted only after prior approval of the Engineer-in-Charge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer-in-Charge. Trees shall not be used for anchorages. The Contractor shall be responsible for injuries to trees and shrubbery caused by his operations. The terms 'injury' shall include, without limitation, brushing scarring, tearing and breaking of roots trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable without delay to their original condition at the Contractor's expenses.

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- (c) The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastes into river. Such pollutants and wastes include earth and earth products, garbage, cement concrete, sewage effluent, industrial wastes, radio-active substances, mercury, oil and other petroleum products, aggregate processing, tallings much products, minerals, salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Engineer-in-Charge.
- (d) In the conduct of construction activities and operation of equipments, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air pollution.
- (e) Excessive emission of dust into the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregate and the Contractor shall use such methods equipment as are necessary for collection and disposal or prevention of dust during these operations. The Contractor's method of storing and handling cement shall also include means of eliminating atmospheric discharge of dust. Equipment and vehicles that give objectionable emission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, brush, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favorable.

29.2 Separate payment will not be made for complying with provisions of this Clause and all costs shall be deemed to have been included in costs of items included in Schedule 'B'.

Clause-30 CONTRACTOR'S LIABILITY FOR DAMAGE AND IMPERFECTION AFTER COMPLETION CERTIFICATE

If the contractor or his workmen, or servant shall break, deface, injure or destroy any part of the work in question in / on which they may be working or any building, road, fence, enclosure or grass- land or cultivated ground continuous to the premises on which the work or any part thereof is being executed or if any damage shall occur to the work from any cause whatever before completion of the work or before the

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completion of the maintenance period whichever is later or damage occurred / caused due to normal flood or rain or if any imperfection become apparent in it within twelve months from grant of a certificate of completion, final or otherwise by the Engineer-in-Charge the contractor shall make good the same at his own expenses or in default, the Engineer-in-Charge may cause the same to be made good by other contractor and deduct the expenses (of which the certificate of the Engineer-in –Charge shall be final) from any sums that may there after become due to the Contractor or from his security deposit or the proceeds of sale thereof or a sufficient portions thereof.

Clause-31 LIABILITY OF CONTRACTOR FOR DAMAGE DONE IN OR OUT SIDE WORK AREA

Compensation for all damage done intentionally or unintentionally by Contractor's labours whether in or beyond limit of Nigam property including any damage caused by the spreading of fire shall be estimated by the Engineer-in-Charge, or such other officer as he may appoint and the estimates of the Engineer-in-Charge, subject to the decision of the Superintending Engineer, on appeal, shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damages in the manner as decided by the Engineer-in-Charge and deducted from any sums that may be due or become due from Nigam to the Contractor or under this contract or otherwise.

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

Clause-32 LIABILITY OF CONTRACTOR FOR ACCIDENTS TO PERSONS

In addition to responsibilities and liabilities of the Contractor under workmen's Compensation Act given in **Clause-47** following shall also apply:

- (a) On the occurrence of an accident, which results in death of workmen employed by the Contractor or which is so serious as is likely to result in death of any such workmen, the Contractor, shall within 24 hours of happening of such accident(s),

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intimate in writing to the Engineer-In-Charge, the fact of such accident(s). The Contractor shall indemnify Nigam against all loss or damage sustained by the Nigam resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Nigam as a consequence of Nigam's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said Act 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 Nigam, it shall be lawful for the Engineer-in-Charge to retain out of money due and payable to the Contractor such sum or sums of money as may, in the opinion of the Engineer-in-Charge be sufficient to meet such a liability. The opinion of the Engineer-in-Charge shall be final in regard to all matters arising under this Clause.

Clause-33 LIABILITY OF CONTRACTOR FOR TAKING OVER COMPLETED PORTION OF WORK

In the event SSNNL takes over portions of works as they are completed, the liability of the Contractor for those portions shall extend to a period of twenty four months from the actual date on which such portions of the works were taken over.

Clause-34 INDEMNITIES

The Contractor shall indemnify the Nigam against all actions, suits, claims and demands, through or made against the Nigam in respect of work of this contract and against any loss or damage to Nigam 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 in prescribed form appended herewith as Annexure-III.

Clause-35 VARIATION OF QUANTITIES AND EXTRA ITEMS

The Engineer in Charge shall have power to make any alterations in the original specifications, drawings, designs and issue instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with any instructions in this connection

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which may be given to him in writing and signed by the Engineer in Charge and such alteration shall not invalidate the contract and additional work which the Contractor may be directed to do in the manner specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the work and rate as specified below. 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.

35.1 VARIATION IN SCHEDULE OF QUANTITIES

35.1.1 INCREASE IN QUANTITIES

(a) If the quantity for any individual item increases by a quantity limited to 30 % of tender quantity, such quantity shall be executed only after written approval of the Engineer in Charge and paid at tendered rate with price adjustment, if applicable.

The contractor shall not undertake any excess beyond 30% / extra work without written orders from the Engineer in Charge and any violations to this shall lead to non payment to the contractor.

(b) No payment shall be entertained for excess quantity, if any, beyond the 30% of the tendered quantity (that means total 130% of the tendered quantity) until such executed quantity and the rates thereof are correctly derived afresh with mutual agreement and approved by the competent authority of SSNNL.

35.1.2 Decrease in Quantity

If the quantity for any individual item decreases by more than 30% of tender quantity, such quantity i.e. executed quantity shall be paid at tendered rate with price adjustment, if applicable.

35.2 EXTRA ITEM

Extra item of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by Engineer-in-Charge.

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No payment shall be entertained for extra item until such executed quantity and the rates thereon are correctly derived and approved by the authority at Nigam.

Clause-36 LUMPSUM 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 this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-Charge capable of measurement, the Engineer-in-Charge at his discretion, pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-In-Charge shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause-37 SUBMISSION OF BILLS

37.1 The Contractor on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and at the rates quoted in Schedule – B and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. In respect of those items for which the quoted rates are more than 10% above the overall percentage of accepted tender, the payment of such items in the running bills shall be made at estimated rate of that item plus or minus overall variation percentage of the accepted tender plus 5% of the estimated rate of that item. The balance amount as per accepted tender rate shall be withheld from the running bills and will be released on satisfactory completion of work in final bill. No interest will be payable for such withheld amount. This shall be taken care of by way of payment schedule and quoted rates need not be changed. *(This condition shall be applicable to the relevant paras of PAYMENT in the Volume TWO of Technical specifications also)*

All such intermediate payments shall be regarded as payments by way of advance against, the final payment only and not as payments for work actually done and

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completed and shall not preclude the Engineer-in-Charge from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed or re-erected, nor shall any such payments 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 Engineer-in-Charge as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

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

37.3 A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all works executed in the previous month and the Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim so far as it is admissible, shall be adjusted within forty five 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 counter signature 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.

37.4 The Contractor shall submit all the bills on the printed forms to be had on application at the office of the Engineer-in-Charge. The charges to be made in the bills shall always be entered at the rates specified in the agreement or at the part / reduced rates subject to the approval by the Engineer-in-Charge in the case of items not completed/executed as per agreements or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rate hereinafter provided for such work.

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37.5 Payment to Contractor shall be made by cheque drawn on any Bank authorized by the Nigam.

37.6 Amount due for recovery on other facilities as well as also for other services, water supply and electricity charges and for other expenditure, if any, incurred by the SSNNL on Contractor's behalf on labours and materials which may become due from the Contractor as per the Contract as well as under any other laws prevailing which may become due, will be recovered from the payments to the Contractor, as and when due.

Clause-38 PRICE ADJUSTMENT (Applicable ONLY for the works having time limit more than one year, and no Price Adjustment for the work done in the first year)

38.1 Price adjustment shall be applicable ONLY for those works having time limit more than one year and no Price Adjustment shall be admissible for the work done in the first year. Price adjustment shall apply only for work carried out within the stipulated time or extension granted by the SSNNL and shall not apply to work carried out beyond the stipulated time for the reasons attributable to the contractor. For the work carried out beyond the stipulated time for reasons not attributable to the contractor and pending approval of extension of time, the Price adjustment shall however be made applicable as per the admissible indices in the quarter where in original time limit expires. In such cases, the contractor shall provide specific undertaking on stamp paper to fully accept and abide with the final decision of the competent authority who decides such extension of time. Final eligibility regarding payment of price escalation beyond the stipulated date of completion or recoveries against the price escalation paid during such period shall be governed by the final decision of the competent authority.

38(A) Price adjustment for cost of labour, materials (other than cement and steel), fuel and lubricants.

1.0 Contract price shall be adjusted during performance of contract for increase or decrease in cost for labour, materials, (other than cement and steel) fuel and

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lubricants in accordance with the following principles and procedures only for the works having time limit of more than one year (12 months).

- 2.0 No Price Adjustment shall be admissible for the work done during the first one year. After one year, the price adjustment formula shall be applied to the value of work done during each quarter as defined below:

“R” = Total value of work done during the quarter under consideration, while working out the value of work done i.e. “R”.

(i) The value of lump sum and value of extra item shall be deducted from the value of “R”.

(ii) The value of cement & steel brought by the contractor valued at star rate plus increase/ decrease for which price adjustment shall be done under clause-38 (B) shall be deducted from the value of "R".

3.0 LABOUR

Price adjustment for increase or decrease in labour costs shall be paid in accordance with the following formula:

$$VL = 0.85 \times \left(\frac{PL}{100} \right) \times R \times \left(\frac{Li - Lo}{Lo} \right)$$

Where,

VL = Increase or decrease payable or recoverable.

PL = Labour component.(____%)

Lo = Consumer price index (2001 = 100 as base year) for “Industrial workers” for Ahmedabad center (as published in the Reserve Bank of India Bulletins) as previous quarters average indices prior to stipulated last date for receipt of tenders.

Li = the corresponding average index for the quarter under consideration.

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Note : Average index for the quarter shall be worked out by averaging relevant three months indices published in Reserve Bank of India Bulletin.

4.0 MATERIAL (Other than cement, steel and structural steel)

Price adjustment for increase or decrease in material costs shall be paid in accordance with the following formula:

$$VM = 0.85 \times \left(\frac{PM}{100} \right) \times R \times \left(\frac{Mi - Mo}{Mo} \right)$$

Where,

VM = Increase or decrease payable or recoverable.

PM = Material Component. (_____%)

Mo = Wholesale price index (1993-94 = 100 as Base Year) for “All commodities” (as published in the Reserve Bank of India Bulletin) as previous quarter's average indices prior to stipulated last date for receipt of tenders.

Mi = the corresponding average index for the quarter of the year under consideration.

Note: Average index for the quarter of the year shall be worked out by averaging relevant three months indices published in the Reserve Bank of India bulletin.

5.0 FUEL AND LUBRICANT

Price adjustment for increase or decrease in the cost of fuel and lubricants shall be paid in accordance with the following formula.

$$VF = 0.85 \times \left(\frac{PF}{100} \right) \times R \times \left(\frac{Fi - Fo}{Fo} \right)$$

Where

VF = Increase or decrease payable or recoverable.

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PF = fuel and lubricant component (___%).

Fo = Retail price of diesel at the existing consumers retail outlet at ___ it should be the previous quarters average price prior to be stipulated last date for receipt of tenders.

Fi = Corresponding retail price of diesel for 15th day of the middle calendar month of the quarter under consideration.

38 (B) Price adjustment for cement and steel

1.0 The amount payable to the contractor for the work done involving use of cement / steel, when these materials are not supplied by the Nigam as per schedule-A shall be adjusted for increase or decrease in the rates of these materials for contract having time limit of more than one year (12 months) as under:

(a) Price Variation for Cement & Steel brought by the Contractor:

The star rates for cement and steel to be brought by the contractor shall be considered Ex-supply Depot/ Godown as under:

Sr. No.	Material	Rate (Rs./MT)
1.	Cement OPC (Procurement in bag)	
2.	TMT/ HYSD/MS Bars	
3	Corrosion resistance steel (CRS)	
4	Structural Steel (if applicable)	
The above rates shall be mentioned as per the approved rates of the previous quarter by the SSNNL in which month the DTPs are sanctioned		

(b) Procedure for fixing the rates for cement and steel

(i) For cement :

The quotations for cement shall be invited quarterly or as required by the SSNNL from the reputed large and approved manufacturers/dealers in sealed covers. The sealed covers received from the manufacturers/dealers shall be submitted to the Committee constituted by SSNNL On the basis of the rates so received, lowest of the

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rate shall be approved by the committee. The Superintending Engineer (Field) shall communicate the approved rates to the Contractor.

(ii) For steel :

The quotations for steel shall be invited quarterly or as required by the SSNNL from the reputed and approved primary manufacturers/their dealers holding valid BIS license to manufacturer in sealed covers. The sealed covers received from the manufacturers/dealers shall be submitted to the committee constituted by SSNNL On the basis of the rates so received, lowest of the rate shall be approved by the committee. The Superintending Engineer (Field) shall communicate the approved rates to the Contractor.

(c) Date from which price difference is payable:

The difference in rate is payable for the quantity of cement/steel actually consumed/utilized during the particular quarter and shall be applicable from the date of issue of Work Order.

(d) Documents to be furnished by the contractor:

The following documents shall be furnished by the contractor before payment is made.

- (1) The firm order of supply placed by the contractor for the cement/steel manufactured indicating the quantity and rates.
- (2) The suppliers bill on this order,
- (3) Delivery challan of the contractor
- (4) Date/dates on which the exact quantity was consumed/utilized on work site of the contractor

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(e) Basis of payment :

(i) For cement :

The contractor will be reimbursed or the contractor shall have to refund as the case may be for the difference between, the actual procurement price of cement from the approved manufacturers or rate as approved by the committee, whichever is less and base price of cement,.

The payment will be made for the difference in price and quantity actually consumed in the works. No payment will be made for the quantity of losses of cement due to wastage and other losses which might have occurred during the transit, handling or storing. Further price difference will be worked out on the rate for the quarter / half year in which the procurement is done i.e. if the cement is purchased in Jan. to March quarter but utilized in April to June quarter, the payment would be made at the approved rate for the Jan. to March quarter only.

(ii) For steel :

The contractor will be reimbursed or the contractor shall have to refund as the case may be for the difference between, the actual procurement price of steel from the primary or secondary manufacturers or rate as approved by the committee and base price of steel, whichever is less.

The payment will be made for the difference in price and quantity actually consumed in the works. No payment will be made for the quantity of losses from the quantity originally arrived at the work site. Further price difference will be worked out on the rate for the quarter / half year in which the procurement is done i.e. if the steel is purchased in Jan. to March quarter but utilized in April to June quarter, the payment would be made at the approved rate for the Jan. to March quarter only.

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2.0 CONDITIONS FOR VARIATION IN PRICES OF CEMENT AND STEEL

1. No ceiling for escalation for difference in the cost of steel and cement will be applicable.
2. This clause shall be operative from the date of issue of work order and up to the expiry of original and extended time limit.
3. The cement and steel brought by the contractor on site of work shall be used only after the same is tested by the Nigam.
4. If such materials are not found as per the requirements of I.S. specification, the same shall be removed by the contractor for which no claim shall be entertained.

38.2 Provisional payment of price escalation will be made monthly based on the price indices/approved rates for the last quarter subject to condition that in case of decrease in final price indices/approved rates the excess amount paid shall be recovered immediately when the final price indices/approved rates obtained by the Engineer - In - Charge and final price escalation shall be regulated and finalized after adjusting amount already paid. Final payment shall be made on the basis of applicable indices/approved rates for the related quarter.

38.3 Changes in cost due to legislation:

- a. If the law of any local or duly constituted authority, or the introduction of any such state statute, Ordinance, decree, law regulations or bye-law which causes additional or reduced cost to the contractor other than under the first two sub-clauses of the clause in the execution of the works, such additional or reduced cost shall be certified by the Engineer-In-Charge after examining the records provided by the claimant and shall be paid by or credited to the SSNNL.
- b. Notwithstanding the foregoing such additional or reduced cost shall not be separately paid or credited if,
 - (i) The same shall have been reflected in the indexing of any of the inputs to the price adjustment formula in accordance with the provision of sub clause 38(A) 3, 38(A) 4, 38(A) 5.

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(ii) The same shall have been taken into account by any other clauses of the contract.

38.4 GENERAL CONDITIONS :

- (1) The quarter referred to in the above formula shall mean the quarter of the calendar year January to March, April to June, July to September and October to December. Even if the tenders are opened in the middle of a quarter, the average index for the respective quarter will be considered. The same principle would apply for identifying the quarter when the work is completed in the middle of the quarter, Escalation on extra item will be decided separately on merits of each case.
- (2) Price adjustment shall be applicable only for the work that is carried out within the stipulated time or extensions thereof as are not attributable to the contractor. No claims for price adjustment other than those provided therein shall be entertained.
- (3) The components for labour, material (other than cement and steel) fuel, and lubricants (POL) shown as above shall be considered for the payment of price adjustment in case of variation of quantities in Schedule-B.
- (4) If any item incorporated in Schedule-B of the Tender as lump sum item, the price adjustment shall not be applicable on quoted amount for such lump sum Item.

Clause-39 RECOVERIES OF CLAIMS

Any sum of money due and payable to the Contractor (including the security deposit refundable to the Contractor) executing any Government work or work of any District Panchayat wholly financed as grant-in-aid or any other Nigam's work shall be appropriated and shall be set off against any claim of the Govt./District Panchayat of Gujarat State/ Nigam by the Govt./District Panchayat of Gujarat State/ Nigam for the payment of a sum of money arising out of under any other contract made by the Contractor with the government/ Nigam/ District Panchayat of Gujarat State, for the work wholly financed as grant-in-aid by Government/ District Panchayat of Gujarat State/Nigam. When no such amount for purpose of the recovery from the Contractor

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against any claim of Government/District Panchayat of Gujarat State/Nigam is available such a recovery shall be made from the Contractor as arrears of land revenue.

Clause-40 NON-REFUND OF QUARRY FEES AND ROYALTIES

The Contractor shall pay the royalty for materials other than clay/earth/murram directly to the competent authority /local body as per rules and shall produce “No Due Certificate” from the Royalty Inspector having jurisdiction over the work site area to Engineer-in-Charge. The royalty charges shall be borne by the contractor and shall not be refunded. The contractor shall produce ‘no due certificate’ once in a year as under :

(i) For time limit less than 1 year at the time of final bill and

(ii) For time limit more than 1 year, after end of every year and at the time of final bill, otherwise the Engineer-in-charge shall deduct the royalty charges from the next running account bill at the prevailing rates.

Whereas, the royalty charges on clay/earth/murram will be borne by SSNNL and contractor has not to pay royalty charges for clay/earth/murram and therefore the rate for such items shall not be inclusive of royalty charges. Clay/earth/murram if brought from deepening of tanks under panchyat or irrigation department and utilized on the works of SSNNL are exempted from paying royalty charges.. The contractor shall obtain prior approval of competent authority for borrowing the material either from borrow area or from deepening of tanks which ever the case may be.

Clause-41 INCOME TAX

Deduction will be made at source from the contractor’s bill towards income Tax by the Employers as per prevailing rules of the Income Tax Authority.

Clause-42 VAT/ SERVICE TAX/ OTHER TAXES/LOCAL TAXES

42.1 The rate quoted by the Contractor shall be deemed to be inclusive of VAT/ Service Tax/Other State Taxes/ Local Taxes prevailing as on 30 days prior to

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submission of bid where applicable on materials that have to be purchased for performance of the contract including completed items of work.

42.2 VAT/Service Tax/Other State Taxes/ Local Taxes leviable for the work (including material component) under the Contract shall be borne by the Contractor and it shall not be reimbursed by the SSNNL

42.3 If the Contractor is assessed of VAT/ Service Tax/Other State Taxes/ Local Taxes he should produce valid VAT/ Service Tax/Other State Taxes / Local Taxes clearance certificate before the payment of the final bill, otherwise the final payment to the Contractor shall be withheld. The contractor even after completion of the work and final payment have been made to him will be liable to pay any VAT/ Service Tax/ Other State Taxes/ Local Taxes liability and SSNNL shall not be responsible for any VAT/ Service Tax/Other State Taxes / Local Taxes liability of the contractor.

42.4 VAT/ Service Tax/ Other State Taxes / Local Taxes at source shall be deducted as per the prevailing statutory provision.

42.5 Difference of payment due to any upward revision of VAT/ Service Tax/Other State Taxes/ Local Taxes (Except on those components whose price rise is fully compensated as per Clause No. 38, Price Adjustment) during the period of contract shall be borne by the SSNNL. Such tax shall be paid by the Contractor and it will be reimbursed by the SSNNL upon production and verification of proof of payment. Similarly, in the event of reduction or abolition of VAT/ Service Tax/Other State Taxes/ Local Taxes on any or all materials purchased by the Contractor for completion of the work under contract, the Contractor shall pass on this benefit to the SSNNL. For above purpose, the Contractor shall produce a certificate from their auditor/ Chartered Accountants/ Tax consultants giving year wise details of purchases, revised rates of VAT/ Service Tax/Other State Taxes/ Local Taxes quantum etc. along with the proof. The SSNNL will re-imbure or deduct as the case may be such amount, after scrutiny of the claim at the time of final payment of the bill.

42.6 The contractor enjoying VAT exemption, at the time of submission of tender and / or during the currency of the contract shall pass on this benefit to the

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SSNNL. He shall provide certificate duly signed by their Auditors/ Chartered Accountant Tax- Consultants before payment of final bill otherwise payment of final bill shall be withheld.

Clause-43 COMPLETION CERTIFICATE OF WORK AND FINAL PAYMENT

As soon as the work is completed, in all respect as specified in the contract document the Contractor shall give a notice of such completion to the Engineer-in-Charge and on receipt of such notice, the Engineer-in-Charge shall inspect the work, and if he is satisfied that the work is completed in all respects then-

- (i) The final measurements shall be recorded within 90 days from the date of physical completion of the work and the final bill shall be submitted by the contractor within 90 days from the date of recording final measurements, otherwise the Engineer-in-Charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.
- (ii) The completion certificate shall be issued within two months from the date of final measurements subject to the Contractor fulfilling his obligations as provided in the contract and subject to the work being complete in all respects. When separate periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate completion certificate for such items or groups of items.

No certificate of completion shall be issued, nor shall the work be considered to be completed till the Contractor shall have removed from the premises, on which the work has been executed, all scaffoldings, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been created by the Contractor for the workmen and cleared all dirt from all parts of building(s) in, upon or about which the work has been executed or of which he may have/ had possession for the purpose of the execution thereof and cleared floors, gutters, and drains, cased doors and sashes oiled lock and fastenings, labeled keys clearly and

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handed them over to the Engineer-in-Charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-Charge. If the Contractor fails to comply with any of aforesaid requirements of these on or before the date of completion of the works, the Engineer-in-Charge may, at the expense of the Contractor, fulfill such requirements and dispose of the scaffolding or surplus materials and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid, the Contractor shall forthwith, on demand, pay such excess. The Engineer-in-Charge shall also have the rights to adjust the amount of excess against any amounts that may be payable to the Contractors. No Payment shall be entertained in the intervening period of last R.A. Bill and before the pre-audit of the final bill and before excess / extra item approved by competent authority.

Clause-44 ERRORS, OMISSIONS AND DISCREPANCIES

44.1 The several documents forming the contract are essential parts of the contract and a requirement occurring in one is as binding as through occurring in all they are intended to be mutually explanatory and complementary and to describe and provide for a complete work. In the event of any discrepancy in the several documents forming the contract or in any one document, the following order of precedence should apply.

- (i) Between the written description of the item in the Schedule –B or written dimensions on the drawing and the corresponding one in the specifications, the later shall apply.
- (ii) Figured dimensions shall supersede scaled dimensions. The drawing on a large scale shall take precedence over those on smaller scale.
- (iii) Drawing issued as construction drawings from time to time shall supersede the corresponding drawings previously issued.

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In the case of defective description or ambiguity, the Engineer- in- Charge is entitled to issue further instructions directing in what manner the work is to be carried out. The contractor shall point out any apparent error or omission in the tender documents while submitting the tender and particularly while signing the contract. The contractor cannot take any advantage of any apparent error or omission in the tender document and if the contractor fails to bring out the apparent error or omission to the notice of the Nigam in writing, he shall have no right to claim which may arise due to such error or omission subsequently and the decision of SSNNL in this regard shall be final and binding to the contractor.

44.2 Typographical error leading to absurdity shall be ignored and correct technical, financial and legal meaning of such errors shall be considered.

Clause-45 OLD CURIOSITIES

In the event of discovery by the contractor or his employees during the progress of work, of any gold, silver, oil or other minerals of any description and precious stones, treasures, coins, antiques, relic, fossil or other articles or value of interest whether geological, archaeological or any other such treasure and other things shall be deemed to be the absolute property of the S.S.N.N.L. and the contractor shall duly preserve the same to the satisfaction of 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 there of and before removal acquaint the Engineer-in-Charge with such discovery and carry out his order for the disposal of the same.

Clause-46 SAFETY PROVISIONS

46.1 The Contractor in his operations shall arrange for the safety measure as required inclusive of the provisions in the safety manual published by the Central Water and Power Commission, New Delhi (January-1962 edition Reprinted in November 1986) In case the Contractor fails to make such arrangements, the

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Engineer-in-Charges shall be entitled to cause them to be provided and to recover the costs there of from the Contractor.

46.2 For failure to comply with the provisions of the Safety Manual the Contractor shall, without prejudice to any other liabilities, pay to the SSNNL a sum not exceeding Rupees one thousand per day for each day default.

Clause-47 LABOUR COMPENSATION UNDER THE WORKMAN'S COMPENSATION ACT

- (1) The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act. 1923 (VIII of 1923) (hereinafter called the said Act) for injuries causes to the workmen. If such compensation is paid by Nigam as principle employer under sub-section (1) of section 12 of the said Act, on behalf of the Contractor, it shall be recoverable by the Nigam from the Contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner as decided by the Engineer-in-Charge.
- (2) The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a body injury as a result of an accident. If such expenses are incurred by Nigam, the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of Nigam from any amount due or that may become due to the Contractor.
- (3) The Contractor shall provide 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 regulations in connection therewith :
 - (a) The workers shall be required to use the equipment so provided by the Contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned;
 - (b) When work is carried out in proximity of any place where there is risk of drowning, all necessary steps shall be taken for the prompt rescue of any person 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.
- (4) Employment of famine or other labour --. The Contractor shall employ any famine, convict or other labour of particular kind or class, if ordered in writing to do so by the Engineer-in-Charge.
- (5) Details of labourers employed
- (i) The contractor shall not employ in connection with the works any person who has not completed his fifteen years of age.
 - (ii) The Contractor shall furnish to the Engineer-in-Charge information about various categories of labours employed by him in the form and at such interval as may be specified.
 - (iii) The contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of the various labour laws and rules and regulations as applicable to them in regard to all matters provided therein and shall identify the SSNNL in respect of all claims that may be made against the SSNNL for non-compliance thereof by the Contractor.
 - (iv) Notwithstanding, anything contained herein the Engineer-in-Charge may take such action as may be necessary for compliance of the various labour laws and recover the costs thereof from the Contractor.
 - (v) In the event of the Contractor committing a default or breach any of the provisions of the labour laws and rules and regulations applicable, the Contractor shall, without prejudice to any other liability under the Act, pay to SSNNL a sum not exceeding Rupees one thousand per day for each of the defaults subject to a maximum of one percent of the tendered amount.
- (6) The Contractor should, as far as possible, obtain his requirement of labours, skilled and unskilled, from the nearest Employment Exchanges 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 labour locally, suitable available labours should be utilised to the maximum extent possible. The contractor shall

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have to engage local labour and person seeking employment where available on normal rate.

(7) Fair Wages

If a Contractor fails to pay within '7' (Seven) days to any the labour(s)/worker(s) the minimum wages prescribed by the Government under the minimum wages Act 1948 as in force from time to time, the Engineer-in-Charge shall be at liberty to deduct the amount payable by the contractor to the labour/worker from his (Contractor's) bills or deposit(s) after making due inquiries and establishing claims of the labour(s)/worker(s).

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

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

Clause-48 LABOUR REPORTS

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

- (i) A daily report in the form as may be prescribed of the strength of labour both skilled and unskilled employed by him on the work(s). The Contractor shall increase or decrease the strength both skilled and unskilled, if directed by the Engineer-in-charge. The submission of such report shall not, however relieve the Contractor of his responsibilities and duties regarding progress or any other obligations under the contract.
- (ii) A classified weekly return in the prescribed form of the number of person employed on the works during the preceding week.

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- (iii) A weekly medical report in the prescribed form showing the health of the Contractor's camp, the number of person ill or incapacitated and the nature of their illness.
- (iv) A report of any accident, which may have occurred to be sent within 24 hours of the occurrence.

Clause-49 NO DISCRIMINATION OF THE LABOUR

The Contractor shall not show any discrimination between Harijan and other class of labours / workers, employed to carry out the Nigam's work.

Clause-50 EMPLOYMENT OF SCARCITY LABOUR

If Government declares a state of scarcity or famine to exist in any village situated within 16 kilometers of the work, the Contractor shall employ upon such parts of the works, as are suitable for unskilled labour, any person, certified to him by the Engineer-in-Charge or by any persons to whom, the Engineer-in-charge may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons, wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of the Clause shall be decided by the Engineer-in-Charge whose decision shall be final and binding on the contractor.

Clause-51 INSURANCE

51.1 The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as may be necessary to protect himself against all the usual hazards or risks or loss. The form and limits of such insurance and the company together with the under writing there of in each case, shall be such as will be acceptable to the SSNNL but, regardless of such acceptance, it shall be the responsibility of the contractor to maintain adequate insurance at all time at least to cover :

- (i) Workmen's compensation in accordance with the law in force from time to time.

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(ii) Third party liability including SSNNL personnel on duty with a cover of minimum Rs. 5 lac for each person in case of fatal accident/permanent disability and with a total cover of Rs. 200 lac.

(iii) All plant and equipment of the Contractor hypothecated to the SSNNL and all SSNNL material and machinery handed over to the contractor till they are properly installed.

Failure of the Contractor to maintain adequate insurance coverage shall not relieve him of any contractual responsibility.

51.2 Attested copies of certificate or policies of insurance shall be filed with SSNNL prior to starting any construction work on this contract. The certificates shall state that fifty days advance written notice will be given to the SSNNL before any policy covered thereby is changed, cancelled or expired.

Clause-52 CAMP REGULATIONS

52.1 Huts

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

- (i) Huts of bamboos and grass may be constructed.
- (ii) A good site shall be selected; high ground removed from jungle but well provided with trees shall be chosen wherever it is available. The neighborhood of rank jungle, grass or weeds should particularly be avoided. Camp should not be established close to large cutting of earth-work.
- (iii) The lines of huts shall have open spaces of atleast 10 m between rows. When good natural site can not be procured, particular attention should be given to the drainage.
- (iv) There should be no over-crowding floor spaces at the rates of 2.8 square meter per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.

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- (v) The contractor must find out land for the hut and if he wants Nigam land, he should apply for it and pay assessment for it.

52.2 Drinking Water

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

52.3 Latrines and Urinals

The Contractor shall construct semi permanent latrines for use of labours on the followings scale, namely:

- (a) Where female are employed there shall be at least one latrine for every 25 females.
- (b) Where males are employed there shall be at least one latrine for every 25 males.
- (c) Where the number of males or females exceed 100, it shall be sufficient if there is one latrine for every 25 males or females as the case may be, upto the first 100 labours and one for every 50 labours thereafter.

52.3.1 Privacy in latrines

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

52.3.2 Notice to be displayed outside latrines and urinals

- (i) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the worker; "For Men only" or "For women only" as the case may be.
- (ii) The notice shall also bear the figure of a man or a woman, as the case may be.

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52.3.3 Urinals

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

52.3.4 Latrines and Urinals to be accessible

- (i) The latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment.
- (ii) The latrines, urinals shall be adequately lightened and shall be maintained in a clean and sanitary condition at all times.
- (iii) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health authorities.

52.3.5 Water for latrines and urinals

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

52.4 Bathing and washing place

- (i) The Contractor shall construct a sufficient number of bathing place, every unit of 20 person being provided with a separate bathing place.
- (i) Washing places should also be provided for the purpose of washing clothes. Every unit of 30 persons shall have atleast one washing place.
- (ii) Such bathing and washing place shall be suitably screened and separate places provided for male and female workers.
- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

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52.5 Drainage

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

52.6 Medical facilities

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

52.7 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. Atleast one sweeper per 200 persons should be engaged. Conservancy staff should dump refuse in compost pit, away from the labour camp.

52.8 Health provisions

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

52.9 Precautions against epidemic

- (i) The authorities in charge of the colonies should get the labours inoculated against cholera and plague at the time of recruitment, if they are not inoculated or vaccinated within 6 months or 5 years respectively prior to the date of recruitment.
- (ii) When, in any labour camp, there is an outbreak of an epidemic disease or is threatened with such as outbreak the authorities in charge of the labour camps,

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- should ensure that all the inmates of the labour colonies are inoculated or vaccinated, as the case may be, depending on the diseases, within 72 hours after the outbreak.
- (iii) The authorities in charge of the labour colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day the outbreak to Mamlatdar of the Taluka, the District Health Officer, to Deputy Director of public Health in Charge of that area and the director of public health. There after they should continue to send daily reports to the above officers in the prescribed form regarding the position of the epidemic disease.
- (iv) When the authorities in charge of the labour colony suspect or have reason to believe that any inmate of the labour colony is suffering from the infections or contagious disease, they shall forth with arrange for the segregation of such persons to isolated huts to be specifically provided for the purpose and also for their treatment.
- (v) As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labour colonies should report promptly the occurrence of unusual incidence of cases of malaria and also inform the District Health Officer, if the District Deputy Director of Public Health (Malaria) and the Director of Public Health and also arrange to institute all necessary anti-malarial measures as may be advised by the officials of the Public Health Department.
- (vi) The authorities in charge of the colonies should also arrange to carry out any other measures that may be recommended by the officials of the Public Health Department necessary to prevent or control the spread of disease

52.10 Rest rooms

- (i) In every place wherein contract labour is required to halt at night in connection with the contract works and in which employment of contract 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 in to

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force of the rules in the case of existing establishment, and within fifteen days of the employment of contract labour in new establishment.

- (i) If the amenity referred to in sub rule is not provided by the Contractor 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.
- (iii) Separate rooms shall be provided for women employees.
- (iv) Effective and suitable provision shall be made in every room for securing and maintaining adequate ventilation for the circulation of fresh air and there shall also be provided and maintained sufficient and suitable natural or artificial lighting.
- (v) The rest room or other suitable alternative accommodation shall be of such dimension so as to provide at least floor area of 1.1 sq.mt. for each person making use of rest room.
- (vi) The rest room or rooms or other suitable alternative accommodation shall be so constructed so as to afford adequate protection against heat, wind, rain and shall have smooth, hard and impervious surface.
- (vii) The rest room or other suitable alternative accommodation shall at a convenient distance from the establishment and shall have adequate supply of wholesome drinking water.

52.11 Canteen facilities

- a. In every establishment of contract work and where in work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more 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 in to force of the rules in the case of existing establishment. and within 30 days of the commencement of the employment of contract labour in the case of new establishment.

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- b. If the Contractor fails to provide the canteen facilities within the time laid down, the same shall be provided by the principal employer within sixty days of the time allowed to the Contractor.
- c. The canteen shall be maintained by the Contractor.

52.11.1 Accommodation in canteen

- (i) The canteen shall consist of atleast dining hall, kitchen, storeroom, pantry and washing places separately for workers and for utensils.
- (ii)
 - (a) The canteen shall be sufficiently lighted at all times when any person has access to it.
 - (b) The floor shall be made of smooth and impervious materials and inside walls shall be lime- washed or colour washed at list once in each year provided that the inside walls of the kitchen shall be lime- washed every four months.
- (iii)
 - (a) The premises of the canteen shall be maintained in a clean and sanitary condition
 - (b) Waste water shall be carried away in suitable covered drain and shall not be allowed to accumulate so as to cause nuisance
 - (c) Suitable arrangements shall be made for the collection and disposal of garbage.

52.11.2 Accommodation in dining hall

- (i) The dining hall shall accommodate at a time, atleast 30 % of the contract labour working at a time.
- (ii) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs, shall not be less than one square meter per dining to be accommodated as prescribed in sub – rule (i).

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- (iii) (a) A portion of the dining hall and service counter shall be partitioned and reserved for women workers, in proportion to their numbers.
- (b) Washing place for women shall be separate and screened to secure privacy.
- (iv) Sufficient tables, stools, chairs or benches shall be available for the number of dinner to be accommodated as prescribed in sub rule (I)

52.11.3 Equipment in canteen

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

52.11.4 Food stuff to be served

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

52.11.5 Prices to be displayed

The charges for food stuffs, beverages and any other items served in the canteen shall be based on “no profits, no loss “and shall be conspicuously displayed in the canteen.

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52.11.6 Canteen to be run “no profits, no loss” basis

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

- (i) The rent for the land and building.
- (ii) The depreciation and maintenance charges for the building and equipment provided for the canteen.
- (iii) The cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.
- (iv) The water charges and other charges incurred for furniture and equipment provided in the canteen.
- (v) The Local officers will check up whether, facilities offered and which are admissible under the existing rules and orders are made available to the workers and enforce upon the Contractors the necessity of adhering to the instructions for promotion of welfare of the workers according to the terms of the contract.

52.11.7 Amenities to labours engaged on concrete/ asphalt work Contractor shall have to arrange for the supply of gumboots, hand gloves, mask etc. invariably to the labours/ workers engaged by the Contractor on concrete/asphalt work.

Clause-53 OBSERVANCE OF LAWS, LOCAL REGULATIONS AND ATTACHMENTS

The Contractor shall conform to all laws of the land and regulations and bye- laws of any local authority and of any water or electricity supply companies with whose system the structure is proposed to be constructed. He shall before making any variations from the drawings or specifications that may be necessitated for so conforming, give to the Engineer-in-Charge a written notice, specifying the variations proposed to be made and the reasons for the Contractor does not receive such instructions within seven days, he shall proceed with the work conforming to the provisions, regulations or bye laws in question and any variation in the drawing or specifications so necessitated shall be dealt with under the Clause 35. The Contractor

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shall give notices required by the said Acts, regulations or bye-laws and bear the required fees in connection therewith. He shall also ensure that no attachments are made against materials for works related to the Contracts. The Contractor shall protect and indemnify SSNNL against all claims or liabilities arising from or based on the violation of such laws, ordinances regulations, bye-laws, decrees or attachments by him or by his employees.

Clause-54 FORCE MAJEURE

54.1 Neither party shall be liable to the other for any loss or damage occasioned / caused by or arising out of act of God and in particular "Unprecedented floods", volcanic eruption, earthquake or other convulsion of nature and other acts, such as but not restricted to invasion, the act of foreign countries, hostilities or war like operations before or after declaration of war rebellion military or usurped power (but excluding strikes and lockouts) 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 highest observed flood level which is on the available record

54.2 If any loss of damage happens to the works, or any part thereof, or materials or plant for incorporation therein, during the period for which the contractor is responsible for the care thereof, from any cause whatsoever, other than the risk defined in the clause 54.1 as above, the Contractor shall at his own cost, rectify such loss of damage so that the permanent works conform in every respect with the provisions of the contract to the satisfaction of the Engineer – in – Charge.

Clause-55 NO COMPENSATION FOR DELAY IN AVAILABILITY OF LAND

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

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Clause-56 LIQUIDATED DAMAGES FOR DELAY (LD and termination))

(a) The time allowed as stipulated in the Tender for carrying out the work is ____ **months** and it shall be strictly observed by the Contractor and reckoned from the date on which the order to commence work is given to the Contractor. The work throughout the stipulated period of the contract shall be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the Contractor) To ensure good progress during the execution of the work, the Contractor shall be bound in all cases to complete the work as under :-

(i) 25% of the work in thirty five percent (35%) of the time.

(ii) 50% of the work in fifty five percent (55%) of the time

(iii) 75% of the work in Seventy Five percent (75%) of the time

(iv) 100% of the work in Hundred percent (100%) of the time.

(b) In the event of the Contractor failing to comply with the condition, stipulated in para (a) above he shall be liable to pay as liquidated damage an amount equal to point one percent (0.1%) of the contract per day of delay upto the date of Completion subject to the maximum amount of Ten percent (10%) of estimated cost put to tender.

The penalty levied due to non completion of work at intermediate milestones will be refunded if the entire work is completed within the specified time limit to the satisfaction of the Engineer – in-Charge. No interest shall be payable on the amount so refunded.

(c) Failure in completion of work in stipulated time limit shall be sufficient cause for termination of Contract and forfeiture of security deposit.

Clause-57 NO COMPENSATION FOR DELAY IN THE EXECUTION OF WORK DUE TO WATER POOLS.

No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits / borrow area or compartment. The rates are inclusive of hard or cracked soil, excavation in mud, subsoil water or water standing in borrow-

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pits / borrow area and no claim for an extra rate shall be entertained unless otherwise expressly specified.

Clause-58 NO COMPENSATION FOR CHANGE OR RESTRICTION OF WORKS

If at any time after the execution of the Contract documents, the Engineer-in-Charge shall for any reason whatsoever, required the whole or part of the work as specified in the tender be stopped for any period or shall not required the whole or part of work to be carried by the contractor, he shall give notice in writing stating the fact to the contractor who shall there upon suspend or stop the work totally or partially as the case may be. In such case except provided hereunder the contractor shall have no claim to any payment or compensation whatsoever except as provided hereunder. on account of any profit or advantage which he might in consequence of the full amount of work not having been carried out on account of the any loss that he may put to on account of material purchased or agreed to be purchased or for unemployment of labour recruited by him. He also shall not have any claim for compensation by reason of any alternation having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

- (1) However, the contractor will be entitled for compensation for loss, if any, on the date of notice, for the purchase of materials or for the contract executed for the materials to be purchased for such work. Such compensation will be paid only for actual loss for material, if such material so purchased or agreed to be purchased and was purchased /contracted to be purchased only for the same work is not in excess of requirement of the work and use of approved quality. The amount of loss for such claim will be decided by the Engineer-in-Charge.
- (2) The contractor also will be entitled for compensation of unemployed labours for 7 days from the date of notice provided that in the opinion of in charge Executive Engineer, such labours, were working for 7 days prior to the notice and would not be in a position to get employment elsewhere within 7 days from the date of such notice.

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

(3) During the period of suspension, the contractor shall not remove any plant or equipment from the site and any part of the work without prior written consent of the Engineer-in-Charge.

(4) The contractor shall not be entitled for loss of expected profit from such work.

Clause-59 SETTLEMENTS OF DISPUTES

(i) If any dispute of any kind whatsoever may arise between the Employer and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing any question regarding its existence validity or termination, or the execution of the works whether during the progress of the work or before or after the termination, abandonment or breach of the Contract , the either parties shall have to raise / refer their disputes / differences / claims in writing to the other party , within a period of 30 days on occurrence of such events, to resolve any such dispute or difference

(ii) If the contractor has referred the dispute to the concerned Superintending Engineer and if the Superintending Engineer fails to give his instructions or decisions in writings within a period of 30(Thirty) days after being requested for or if the Contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor shall within 30(Thirty) days after receiving the instruction or decision, appeal to the Chief Engineer. The Chief Engineer shall offer an opportunity to the contractor to be heard and to furnish evidence, in support of his appeal within 60(sixty) days of the receipt of the appeal by the Chief Engineer. The Chief Engineer shall give decision within a period of 60 (Sixty) days after the contractor has been heard and the Contractor has given evidence in support of his appeal. If the Chief Engineer does not give decision within 60 (Sixty) days, or the contractor is dissatisfied with the

Signature of the Contractor

Signature of the Engineer-In-Charge

decision of the Chief Engineer, the contractor shall within 30(Thirty) days after receiving the instruction or decision, appeal to the Managing Director, SSNNL.. If the Managing Director, SSNNL does not give decision within 60 (Sixty) days, or the contractor is dissatisfied with the decision of the Managing Director, SSNNL, the contractor will have right to refer the dispute to arbitration tribunal as per provision of Clause "Arbitration".

Clause-60 CLAIMS

The Contractor shall not be entitled to any claim/claims from SSNNL on any account unless where allowed by the condition of this contract. In such cases, the Contractor shall have to submit a claim in writing to the Engineer-in-Charge within one month on the cause of such claim occurring. All claims arising as a dispute of any kind out of the contract shall be governed by Clause No. 61.

Clause-61 ARBITRATION

- (i) Subject to Clause 59 mentioned above and in the event of any dispute or differences arising out of or in any way relating to all concerning these contracts or the construction or effect of these contracts shall on the initiative of either party to the contract be referred to the Arbitration Tribunal constituted under the provision of Gujarat Public work Contract Dispute Arbitration Tribunal Act,1992.”
- (ii) The arbitration shall be conducted in accordance with the provisions of the “Gujarat Public Works Contract Dispute Arbitration Tribunal Act, 1992 “ or Statutory modification there on. The Arbitration shall be held at such place and time as the Tribunal may determine
- (iii) The decision of the tribunal shall be final and binding upon both the parties. The expenses of the arbitration shall be paid as may be determined by the Tribunal.
- (iv) Performance under the Contract shall if reasonably be possible, continue during the arbitration proceedings and payments due to the contractors by the owner shall not be withheld unless they are the subject matter of the arbitration proceedings.

Signature of the Contractor

Signature of the Engineer-In-Charge

- (v) The dispute is deemed to have arisen on the date, on which Engineer-in-Charge intimate in writing that claims of the contractor are finally rejected by the Nigam, or in the case of intimation of any decision, the contractor intimates in writing that he has finally refused to accept the offer made by the Nigam.
- (vi) Where any dispute arises between the parties to the works contract either party shall irrespective of whether such works contract provides for an arbitration or not, refer, within one year from the date when the dispute has arisen such dispute in writing to the Tribunal for arbitration in such form and accompanied by such documents or other evidence and by such fees, as may be prescribed.
- (vii) **Legal jurisdiction:** All questions relating to this Tender shall be governed by the law of India and shall be subject to jurisdiction of court at Gandhinagar.

**Clause-62 RESCINDING OF CONTRACT IN CASE OF SUBLETTING
CONTRACT OR CONTRACTOR BECOMES INSOLVENT**

The entire contract shall not be assigned or sublet. The Chief Engineer may allow to sublet the part of portion of the work not exceeding up to 40% (Forty percentage) of Tender cost, if the sub-contractor satisfies the requirement of the work to be sublet. If the Contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceedings to get himself be adjudicate and insolvent or make any compromise with his creditors, or attempt to do so, the 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 public officer or person in the employment of Nigam in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge may thereupon by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the Contractor shall thereupon stand forfeited and by absolutely at the disposal of Nigam and the same consequence shall ensue as if the Contract had been rescinded under clause 7 here of and in addition the Contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

Signature of the Contractor

Signature of the Engineer-In-Charge

Clause-63 SUM PAYABLE BY WAY OF COMPENSATION

All sums payable by the Contractor by way of compensation under any of these condition to be applied to the use of Nigam without reference to the actual loss or damage sustained and whether any damages has or not been sustained.

Clause-64 CHANGE IN CONSTITUTION OF FIRM TO BE NOTIFIED

In the case of a Tender by firm partnership or limited company or Joint Venture, any change in its constitution shall be forthwith notified by the Contractor to the Engineer-in-Charge for his information.

Clause 65: MOBILIZATION ADVANCE: (Applicable ONLY if the Estimated Amount put to Tender is more than Rs. 40 Lacs)

65.1 Only in the case of Tenders, estimated cost put to tender of which is more than Rs. 40 Lacs, and if requested by the Contractor, Recoverable mobilization advance to the extent of five percent (5%) of the estimated cost may be granted at the commencement of the work (during three months from the date of notice to proceed with the works) after the contractor has set up camp on site, has brought machineries, equipment and centering etc. for well sinking and has completed the work of service road, water supply and lighting arrangements. If the circumstances are considered reasonable by the Engineer-in-charge, the period may be extended by a further period of three months. Release of such advance shall be limited to four equal payments. Installments of advance required would be requested by the Contractor in writing. A Bank guarantee (unconditional) equal to the amount of each advance from _____branch of any Schedule Bank shall be furnished by the Contractor, in the form of Annexure-VI before sanction of the advance.

However, if the Bank guarantee is issued by the Branch other than _____the Bank Guarantee shall be operable from its Branch at _____in which case the Bank Guarantee shall be given in the form prescribed in Annexure-VII

Signature of the Contractor

Signature of the Engineer-In-Charge

This advance shall be used by the Contractor exclusively for mobilization expenditure including the acquisition of constructional plant and machinery in connection with the works. Should the Contractor misappropriate any portion of the advance loan, it shall become due and payable immediately and no further loan will be made to the Contractor thereafter.

65.2 If the Contractor requests in writing for replacement of the part of the Bank Guarantee on which advances have been granted by way of hypothecation of equipment/machinery brought to site for carrying out the work, such replacement will be calculated at the following rates:

(a) In case of new plant, equipment and machinery at ninety percent (90%) of price of such new plant, equipment and machinery paid by the Contractor for which the Contractor shall produce satisfactory evidence.

(b) In case of used plant, equipment and machinery at the rate of seventy five percent (75%) of the depreciated value of plant, equipment and machinery as may be determined by the Engineer-in-Charge taking into consideration:

(i) the year of manufacture.

(ii) its general condition

(iii) hours it has worked and

(iv) its life as indicated in Annexure-VIII

(c) If the Contractor requests in writing for mobilization advance directly against the hypothecation of equipment/machinery brought to site for carrying out the work, the same shall be granted subject to the provision of the para (a) and (b) above.

(d) Charges for the machinery which are hypothecated to the SSNNL against the mobilization advance shall be created and registered within the prescribed time limit as per the prevailing rules in force. The SSNNL shall be intimated for the creation of charges and registration thereof in time. It shall be further subject to the condition that such plant, equipment and machinery are (a) considered by the Engineer-in-Charge to

Signature of the Contractor

Signature of the Engineer-In-Charge

be necessary for the work (b) in working order and (c) hypothecated to the SSNNL in the form of Annexure-IX.

65.3 The above advance shall bear interest at the rate of fourteen (14%) per annum. The interest on the amounts paid as advance is chargeable from the date, the amount is paid. No tax at source shall be deducted on interest as per Annexure -X.

65.4 (A) Deductions towards the recovery of advances and interest thereon shall be made from the Contractor's bill as under:

(i) Recovery of the advance and interest thereon shall commence from intermediate bill immediately after the work equal to ten percent (10%) of tendered amount is completed and the entire advance with interest thereon shall be recovered by the time work equal to ninety percent (90%) of the tendered amount as mentioned in the letter of acceptance of tender is completed;

(ii) Interest shall be calculated on the first day of every month on:

The amount of mobilization advances outstanding on the first day of the preceding month, and

On the amount of interest remaining to be recovered on the first day of the preceding month.

(B) Recovery on account of advances and interest thereon shall be made at the suitable percentage not exceeding 30% of each bill including bill for price adjustment under Clause 38 of Terms and Conditions until the full advance of amount and interest thereof is recovered.

(Refer enclosed Annexure – VI, VII, VIII, IX and X)

Signature of the Contractor

Signature of the Engineer-In-Charge

LETTER FOR SUBMISSION OF TENDER

To.

The Executive Engineer,

CPC, SSNNL,

6th Floor, Block No.12, New Sachivalaya,

Gandhinagar – 382 010. (For works costing more than Rs. 3 crore)

OR

The Name & Address of the concerned field Executive Engineer (As applicable) (For works costing less than or equal to Rs. 3 crore)

Sub : SUBMISSION OF TENDER APPLICATION FOR (Name of work)

Sir,

1.0 Having examined the details given in the invitation to bidder for qualification and brief note, the condition of contract, Specification, Drawings and bill of quantities and Nos. for the execution of above named work, we the undersigned, offer to execute and complete such works and remedy any defects therein in conformity with the conditions of contract, Specifications, Drawings, Bill of Quantities and quoted amount in accordance with the said conditions.

2.0 We hereby certify that all the statements made and information supplied in the enclosed forms A to I and accompanying statements are true and correct.

Signature of contractor

Signature of Engineer- In-Charge

- 3.0 We have furnished all information and details necessary for qualification and have no further pertinent information to supply.
- 4.0 We submit the certified solvency certificate of Rs. _____ Crores and authorise the SARDAR SAROVAR NARMADA NIGAM LIMITED to approach the Bank issuing the solvency certificate to verify the correctness thereof. We also authorise, Sardar Sarovar Narmada Nigam Limited to approach individuals, employers, firms and Corporation to verify our competency and general reputation.
- 5.0 We hereby apply for qualification for (Name of work)
- 6.0 We undertake, if our Tender is accepted, to commence the works immediately after the receipt of the Engineer's notice to commence, and to complete the whole of the works comprised in the contract within the time stated in the Appendix to tender.
- 7.0 We agreed to abide by this Tender for the period of 90 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 8.0 We enclosed here with fixed Deposit receipt / Deposit at call receipt / cross demand draft / Bank Guarantee amounting to Rs. Towards Earnest Money Deposit which is to be absolutely forfeited by SSNNL should we not Deposit the amount to security Deposit specified in the clause 6.0 of section-2, Volume One-B.

Signature of contractor

Signature of Engineer- In-Charge

- 9.0 We enclose..... DD in favour of SSNNL, Gandhinagar amounting to Rs._____ towards tender fees.
- 10.0 Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
- 11.0 We also submit a general description on the approach to the construction methods, technologies proposed etc.
- 12.0 We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following works.

Sr. No.	Works	Client / owner
1.		
2.		

Enclosures

- 1.
- 2.

- 13.0 We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____(Year)

Signature _____in the capacity of _____

Duly authorised to sign tender for and on behalf Of _____

(IN BLOCK CAPITALS)

Signature of contractor

Signature of Engineer- In-Charge

Address

Witness

Address

Occupation

Encl :- Appendix.

Seal of Applicant

Date of submission

Signature of Applicant.

Signature of contractor

Signature of Engineer- In-Charge

Annexure – I

Form of Bank Guarantee

(Earnest Money Deposit)

Whereas M/s.....
(here in after called the Tenderer) is desirous and prepared to tender for work in accordance with terms and conditions of Tender Notice of (financial year) dated.....And whereas We,
... .. Bank; agree to give the Tenderer a Guarantee for the Earnest Money Deposit.

1. Therefore, we here by affirm that we are Guarantors on behalf of the Tenderer upto a total of Rupees.....(i.e.Rs.....
.....) and we undertake to pay the Executive Engineer,
..... upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the contractor any sum within the limit of Rupees.....
2. We further agree that the guarantee here in contained shall remain in full force and effective during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the..... We shall be discharged from all liabilities under the guarantee thereafter.

Signature of contractor

Signature of Engineer- In-Charge

3. We undertake not to revoke the guarantee during its currency except with the previous consent of the Executive Engineer,
.....in writing.
4. We lastly undertake not to revoke the guarantee for any change in constitution of the Tenderer or the Bank.

Date:

Signature and Seal of Guarantor

Bank:

Address:

Signature of contractor

Signature of Engineer- In-Charge

A - 7
ANNEXURE II

FORM OF BANK GUARANTEE (UNCONDITIONAL)*

FOR PERFORMANCE SECURITY
(INITIAL AND ADDITIONAL SECURITY DEPOSIT)

To ,

[Name of

Employer]_____

[Address of Employer]

—

WHEREAS [Name and Address of Contractor]

(Hereinafter called "The Contractor") has undertaken, in pursuance of contract No._____ Dated _____ to execute (Name of contract and brief description of works) (Hereinafter called "The Contract")

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a Nationalised

Signature of contractor

Signature of Engineer- In-Charge

Bank or banks as per Clause-6 for the sum specified therein as security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, upto a total of [Amount of Guarantee]**

Rs. (In figures)_____ Rupees (In words)

_____ such sum being payable in the types and proportions of currencies in which the contract price is payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee]** _____

_____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein We here by waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or

Signature of contractor

Signature of Engineer- In-Charge

of any of the contract documents which be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition of modification.

This Guarantee is valid until the twenty seven (27) months after the date of issuing the completion Certificate.

SIGNATURE AND SEAL OF THE
GUARANTOR _____

Name of Bank _____

Address _____

Date : - _____

* Bidders are not required to complete this form.

** An amount is to be inserted by the Guarantor, representing the percentage of the contract price specified in the contract and denominated either in the currency (ies) of the contract or in a freely convertible currency acceptable to the Employer.

Signature of contractor

Signature of Engineer- In-Charge

ANNEXURE-IIA*

FORM OF BANK GUARANTEE (UNCONDITIONAL)+
FOR PERFORMANCE SECURITY
(INITIAL AND ADDITIONAL SECURITY DEPOSIT)

TO,

(Name of employer)_____

(Address of Employer)_____

WHERE AS (Name and Address of

Contractor)_____

(hereinafter called "The contractor ") has undertaken, in pursuance of contract No. _____ dated _____ to execute [Name of contract and Brief Description of work] (hereinafter called "The Contract"),

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a Nationalised Bank or banks as per Clause-6 for the sum specified therein as security for compliance with his obligations in accordance with the contract.

Signature of contractor

Signature of Engineer- In-Charge

AND WHEREAS we have agreed to give the contractor such bank guarantee ; NOW THEREFORE we hereby affirm that we are the guarantor and responsible to you, on behalf of the contractor, upto a total of (Amount of Guarantee)**

Rs. (In figure) _____ Rupees (In words)

Such sum being payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee]** _____
_____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the work to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee is valid until the date _____ months after the issuing of the completion certificate.

We hereby affirm that we are aware of the stipulation for acceptance of
Signature of contractor _____ Signature of Engineer- In-Charge _____

our guarantee by Sardar Sarovar Narmada Nigam Limited, Gandhinagar, that the said Nigam will be for all matters relating to this guarantee shall deal with our bank branch located at _____and all communication including invocation, notice of demand and such other matter deemed essential to be advised to and / or served on the said branch, on our behalf, of our bank, who without demur shall in accordance with the provisions of this guarantee.

We unequivocally surrender our rights to be informed / advised give notice in respect thereof in favour of the said branch of our bank in consideration of the aforesaid terms and conditions incorporated in this guarantee, we agree that for all the operative part and enforceability in the court of law. This guarantee shall be deemed to have issued by the said branch of our bank. The obligation under this guarantee shall be performed and discharged at _____and the court located thereat shall have jurisdiction for all the matters covered under and / or arising out of this guarantee.

SIGNATURE AND SEAL OF THE GUARANTOR

Name _____ of _____ Bank

Address_____

Signature of contractor

Signature of Engineer- In-Charge

Date: - _____

Confirmed by : -

Bank Branch located at Ahmedabad / Gandhinagar

We hereby confirm the above Bank Guarantee given by our Branch
at _____ and will honour the same as if it has been issued by us.

Signature & Seal

_____ Bank.

* This form shall be used when the bank guarantee to be issued by the branch other than Ahmedabad / Gandhinagar but operatable at its Ahmedabad / Gandhinagar branch.

+ Bidders are not required to complete this form.

** An amount is to inserted by the guarantor, representing the percentage of the contract price specified in the contract.

Signature of contractor

Signature of Engineer- In-Charge

ANNEXURE-III

INDEMNITY BOND

(DULY NOTARISED ON APPROPRIATE VALUED STAMP PAPER)

M/S

resident

of _____

Contractor of the work shall at all times indemnify to Sardar Sarovar Narmada Nigam Ltd. (hereinafter called the Nigam) from and against all actions, suits, claims and demands through or made against the Nigam in respect of this contract and against any loss or damage to Nigam in consequence of any action or suits being brought against the contractor for any thing done or omitted to be done in execution of the work in this contract agreement. From whatever causes arising and the entire responsibility for sufficiency of all the means used by the contractor for fulfillment of the agreement, provided always that in the event of all actions, suits, claims and demands through or made against the Nigam in respect of work of this contract agreement shall notify the contractor for the same and the contractor shall conduct negotiations for settlement of any litigation that may arise there from at his own expenses.

In witness where of signed this _____ day of _____ two thousand _____.

Signature of the Bidder.

Name of Bidder.

Address of Bidder.

witness.

Name. Signature & Address of

Signature of contractor

Signature of Engineer- In-Charge

ANNEXURE-IV

AGREEMENT & ANNEXURES

(A) CONTRACT AGREEMENT

THIS AGREEMENT made on the _____
day of _____ 20___. Between the Executive Engineer,
_____ (hereinafter
called The Sardar Sarovar Narmada Nigam Limited SSNNL)
on the one part and

(hereinafter called "the Contractor") on the other part.

The S.S.N.N.L. has accepted a tender by the contractor for the work
of (Name of work)

Now this agreement witnesses as follows:

- (1) In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & Conditions of Contract hereinafter referred to.
- (2) The following documents shall be deemed to form and be read and constituted as part of this Agreement viz :
 - (a) Informations, Instructions, terms and conditions and qualification criteria etc. (Vol.One-A &B)
 - (b) The Specifications and drawings. (Vol.Two & Three)
 - (c) The Schedules.(Vol.One-C)
 - (d) Tenderer's proposal as accepted by the SSNNL
 - (e) Any and all addenda or modifications to the above.
- (3) In consideration of the payments to the made by the SSNNL to the contractor as hereinafter mentioned, the contractor hereby

Signature of contractor

Signature of Engineer- In-Charge

covenants with the SSNNL to complete construction in conformity in all respects with the provisions of the contract.

- (4) The SSNNL hereby covenants to pay the Contractor Rs.(In figures)_____Rupees (in words) _____ or such other specifications relating to payment by final measurements at rates in consideration of the construction and completion of the work at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties have hereunder to set their respective hands and seals the day and year first written.

Signed, Sealed and Delivered by :

(For Contractor)
In the capacity of

On behalf of

In the presence of :

Signed and Sealed and Delivered by :

(For SSNNL)

In the capacity of Executive Engineer,

_____ on behalf of Sardar Sarovar Narmada Nigam Limited, Gandhinagar Gujarat (India) In the presence of

Signature of contractor

Signature of Engineer- In-Charge

ANNEXURE V

SPECIMEN SIGNATURE OF THE BIDDER.

Sr. No.	Name Of Work	Name of the Contractor or his authorized representative	Specimen Signature
(1)	<u>(Name of work)</u>		

Specimen Signature of bidder

Signature of contractor

Signature of Engineer- In-Charge

Annexure - VI

Form of Bank Guarantee (Unconditional)

(Mobilization Advance)

THIS DEED OF GUARANTEE IS

Made on the _____ day of the month of _____ 200..by _____ having its Head Office at _____(hereafter called the Guarantor) on the one part and the Sardar Sarovar Narmada Nigam Limited)hereinafter called the "SSNNL")represented by the Executive Engineer. _____ Division No. _____ on the other part.

WHEREAS BY Contract No. _____ dated _____(hereinafter called the "Contract") made between M/s _____ having its registered office at _____(hereinafter called the "Contractor") and the SSNNL, the Contractor has undertaken the construction of _____.

AND WHERREAS in accordance with Clause 65 of the Terms & Conditions of Contract the SSNNL is to make mobilization advance payment of Rs.(in figures), _____ Rupees(in words), _____ to the Contractor for carrying out the works.

The interest on this advance will be fourteen (14%) per annum. Principal and interest on this advance will be repayable as per Clause 65 of the Terms & Conditions of the Contract.

Signature of contractor

Signature of Engineer- In-Charge

AND WHEREAS before payment as aforesaid made, the Gurantor has, at the request of the contractors, agreed to give guarantee as hereinafter contained.

NOW THIS DEED OF WITNESSETH AS FOLLOWS

1. In consideration of the SSNNL agreeing to make an advance payment of Rs.(in figures) _____, Rupees (in words) _____, to the Contractor, the Guarantor hereby undertakes that the Contractor will execute the work in accordance with the Contract to enable the SSNNL to recover from the Running Account and Final bills thereof the advance with interest accruing thereon to the SSNNL failing which the Guarantor shall pay to the SSNNL on demand such amount or amounts as the Guarantor may be called upon to pay to the maximum aggregate of Rs.(in figures) _____, Rupees (in words) _____ plus interest accruing thereon as aforesaid.

2. The Guarantor undertakes to pay to the SSNNL on first written demand the sum under the Clause-I above without cavil or argument and without SSNNL needing to prove or to show ground or reasons for the demand for the sum specified therein.

3. The Guarantor further agrees that the guarantee herein contained shall remain in full force and effect during the period of the Contract and the Guarantor irrevocably undertakes to renew the Guarantee on the expiration of the aforesaid period for such period of the Guarantee until the entire amount of the said advance and interest thereon and payable to the SSNNL is fully paid. But if the period of Contract is for any reason extended and upon such extension if the Contractor fails before the term of this Guarantee expires to furnish fresh or revised Guarantee for the extended period, the Guarantor shall pay to the SSNNL the said sum of Rs.(in figures),

Signature of contractor

Signature of Engineer- In-Charge

_____Rupees (in words)

_____, with interest thereon and other charges as aforesaid.

4. The neglect or forbearance of the SSNNL in enforcement of payment of any money the payment whereof is intended to be hereby secured or the giving of time by the SSNNL for the payment thereof shall in no way relieve the Guarantor of its liability under this deed.

5. The SSNNL and the Contractor will be at liberty to carry out any modifications in the said Contract deed, notice of which modifications to the Guarantor is hereby waived.

6. The Guarantee is irrevocable except with the written consent of the SSNNL.

7. Notwithstanding anything contained herein before this Guarantee is limited to Rs.(in figures) _____(Rupees (in words)

_____, only with interest accruing thereon as aforesaid or the amount remaining unadjusted as prescribed in Clause 1 above and shall remain in force till _____. All claims hereafter must be presented to the Guarantor, not later than six months after the said date.

8. And lastly the expressions "the Guarantor" and the "Contractor" shall, unless there is anything repugnant to the subject or context, include their respective successors.

IN WITNESS WHEREOF THE

Signature of contractor

Signature of Engineer- In-Charge

Of the said Bank has signed this deed for and on behalf of the Guarantor on the day and year first above written.

Signature and seal of Guarantor

Address of guarantor

Witness:

1. _____

2. _____

Signature of contractor

Signature of Engineer- In-Charge

Annexure - VII

Form of Bank Guarantee (Unconditional)

(Mobilization Advance)

THIS DEED OF GUARANTEE IS

Made on the _____ day of the month of _____ 200. by _____ having its Head Office at _____ one part and the Sardar Sarovar Narmada Nigam Limited) hereinafter called the "SSNNL") represented by the Executive Engineer. _____ Division No. _____ on the other part.

WHEREAS BY Contract No. _____ dated _____ (hereinafter called the "Contract") made between M/s _____ having its registered office at _____ (hereinafter called the "Contractor") and the SSNNL, the Contractor has undertaken the construction of _____.

AND WHEREAS in accordance with Clause 65 of the Terms & Conditions of Contract the SSNNL is to make mobilization advance payment of Rs.(in figures), _____ Rupees(in words), _____ to the Contractor for carrying out the works.

The interest on this advance will be fourteen(14%) per annum. Principal and interest on this advance will be repayable as per Clause 65 of the Terms & Conditions of the Contract.

AND WHEREAS BEFORE payment as aforesaid made, the Guarantor has, at the request of the Contractors, agreed to give guarantee as hereinafter.

Signature of contractor

Signature of Engineer- In-Charge

This form shall be used when the Bank Guarantee to be issue by the Branch other than but operable at its branch.

NOW THIS DEED OF WITNESSETH AS FOLLOWS

1. In consideration of the SSNNL agreeing to make an advance payment of Rs.(in figures) _____, Rupees (in words) _____, to the Contractor, the Guarantor hereby undertakes that the Contractor will execute the work in accordance with the Contract to enable the SSNNL to recover from the Running Account and Final bills thereof the advance with interest accruing thereon to the SSNNL failing which the Guarantor shall pay to the SSNNL on demand such amount or amounts as the Guarantor may be called upon to pay to the maximum aggregate of Rs.(in figures) _____, Rupees (in words) _____ plus interest accruing thereon as aforesaid.
2. The Guarantor undertakes to pay to the SSNNL on first written demand the sum under the Clause-I above without cavil or argument and without SSNNL needing to prove or to show ground or reasons for the demand for the sum specified therein.
3. The Guarantor further agrees that the guarantee herein contained shall remain in full force and effect during the period of the Contract and the Guarantor irrevocably undertakes to renew the Guarantee on the expiration of the aforesaid period for such period of the Guarantee until the entire amount of the said advance and interest thereon and payable to the SSNNL is fully paid. But if the period of Contract is for any reason extended and upon such extension if the Contractor fails before the term of this Guarantee expires to furnish fresh or revised Guarantee for the extended period, the Guarantor shall pay to the SSNNL the said sum of Rs.(in figures), _____Rupees (in _____ words)

Signature of contractor

Signature of Engineer- In-Charge

_____, with interest thereon and other charges as aforesaid.

4. The neglect or for bearance of the SSNNL in enforcement of payment of any money the payment whereof is intended to be hereby secured or the giving of time by the SSNNL for the payment thereof shall in no way relieve the Guarantor of its liability under this deed.
5. The SSNNL and the Contractor will be at liberty to carry out any modifications in the said Contract deed, notice of which modifications to the Guarantor is hereby waived.
6. The Guarantee is irrevocable except with the written consent of the SSNNL.
7. Notwithstanding anything contained herein before this Guarantee is limited to Rs.(in figures) _____(Rupees
(in _____ words)

_____, only with interest and other charges as aforesaid or the amount remaining unadjusted as prescribed in Clause 1 above and shall remain in force till _____. All claims hereafter must be presented to the Guarantor, not later than six months after the said date.

8. The expressions "the guarantor" _____ and the "Contractor" _____ shall, unless there is anything repugnant to the subject or context, include their respective successors.
9. We hereby affirm that we are aware of the stipulation for acceptance of our Guarantee by Sardar Sarovar Narmada Nigam Ltd., Gandhinagar, that the said Nigam will be for all matters relating to this Guarantee shall deal with our bank _____branch located at _____ and all communications including invocation, notice of demand and such other matter deemed essential to the advised to and/or served on the said branch, on our behalf, of our bank, who without demur shall in

Signature of contractor

Signature of Engineer- In-Charge

accordance with the provisions of the Guarantee honor unconditionally all, obligations under this Guarantee.

We unequivocally surrender our rights to be informed/advised given notice in respect thereof in favour of the said branch of our bank in consideration of the aforesaid terms and conditions incorporated in this Guarantee. We agree that for all the operative part and enforceability in the court of law, this Guarantee shall be deemed to have been issued by the said branch of our bank.

The obligation under this Guarantee shall be performed and discharged at _____ and the court located thereat shall have jurisdiction for all the matters covered under and/or arising out of this Guarantee.

IN WITNESS WHEREOF THE

Of the said Bank has signed this deed for and on behalf of the Guarantor on the day and year first above written.

Signature and seal of Guarantor

Address of Guarantor

Witness :

1. _____

Signature of contractor

Signature of Engineer- In-Charge

2. _____

Confirmed by

Bank Branch located at _____

We hereby confirm the above Bank Guarantee given by our Branch at _____ and will honour the same as if it has been issued by us.

Signature & Seal.

_____ Bank.

Signature of contractor

Signature of Engineer- In-Charge

Annexure-VIII

Indicated Life of Equipment/Machinery

Sr. No.	Equipment/Machinery	Life prescribed	
		Hours	Years
(1)	Tractor		
	(A) Crawler type		
	i. Upto 100 H.P.	9 000	8
	ii. Above 100 H.P. to 300 H.P.	12 000	10
	iii. Above 300 H.P.	16 000	12
	(B) Wheeled type		
	i. Upto 75 H.P.	12 000	8
	ii. Above 75 H.P.	15 000	10
(2)	Scraper		
	(A) Motorised capacity		
	Struck m ³	Heaped m ³	
	i. 4.59 - 7.65	6.88 - 9.94	9 000
	ii. 7.65 - 15.29	9.94 - 19.11	10 000
	(B) Towed		15 000
(3)	Dumper		
	(A) Bottom Dumper		
	i. Upto 20 tonne	10 000	8
	ii. Above 20 to 50 tonne	16 000	10
	iii. Above 50 tonne	20 000	12
	(B) Rear Dumper		
	i. Upto 15 tonne	10 000	8
	ii. Above 15 to 35 tonne	12 000	10
	iii. Above 35 to 50 tonne	15 000	12
	iv. Above 50 tonne	20 000	15
(4)	Excavator		
	(A) Shovel and Draglines (Diesel Driven)		
	i. Upto 1.15 m ³	12 000	10
	ii. Above 1.15 to 2.29 m ³	15 000	12
	iii. Above 2.29 m ³	25 000	15
	(B) Shovel and Ragline (Elect.)		
	i. 1.91 to 3.06 m ³	25 000	15
	ii. Above 3.06 m ³	40 000	20
(5)	Grader		
	i. Towed 3m and above	12 000	10
	ii. Motorised 3m and above	12 000	10
(6)	Compressor		
	(A) Air Compressor		
	i. Portable Diesel Air Compressor upto 8.5 m ³ /min (CMM)	10 000	8
	ii. Above 8.5 m ³ /min (CMM)	12 000	10

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Signature of Engineer- In-Charge

	(B) Electric Compressor		
	i. Portable upto 8.5 m ³ /min (CMM)	16 000	10
	ii. Portable above 8.5 m ³ /min (CMM)	20 000	12
	iii. Stationary	30 000	20
(7)	Crane		
	(A) Mobile (Pneumatic Wheeled)		
	i. 4 to 6 tonne	12 000	10
	ii. 8 to 12 tonne	12 000	10
	iii. 15 to 25 tonne	15 000	12
	iv. 25 tonne and above	15 000	12
	(B) Crawler Mounted		
	i. Upto 10 tonne	12 000	10
	ii. Over 10 tonne	15 000	12
	(C) Tower Crane	30 000	20
	(D) Truck Mounted	16 000	10
(8)	i. Batching Plant	30 000	18
	ii. Agitating Car	10 000	10
	iii. Transit Mixer	10 000	10
(9)	Core Drill		
	i. Blast Hole Drill	10 000	10
	ii. Core Drill	8 000	8
	iii. Wagon drill	8 000	10
	iv. Tricone Rotary Drill	10 000	10
(10)	Crusher		
	i. Jaw		6
	ii. Gyratory and Cone		10
(11)	Mixer (Concrete)	6000	5
(12)	Compactor		
	i. Diesel Road Roller	10 000	8
	ii. Self Propelled S.F.R.	12 000	10
	iii. Drawn S.F.R.	10 000	8
	iv. Vibratory Roller	8 000	8
	v. Smooth drawn Vibratory Roller	8 000	8
	vi. Pneumatic Tyred Roller	10 000	8
	vii. High Speed Compactor	16 000	10
(13)	Transport Equipment		
	(A) Heavy Transport		
	i. Diesel Truck above 5 tonne payload	200 000 km	10
	ii. Tractor Trailer		
	a. Upto 10 tonne	250 000 km	10
	b. Above 10 tonne	20 000	12
	(B) Light Transport		
	Jeep, Station Wagon, Estate Car, Ambassador Car, Ambulance Car	160 000 km	10

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(14)	Loader		
	i. Crawler	12 000	10
	ii. Wheeled	15 000	10
	iii. Belt Loader	20 000	16
	iv. Reclamer and Stackers	30 000	20
(15)	Water Sprinkler	16 000	10
(16)	Canal Trimmer and lining Equipment above 150 m ³ /h	20 000	12
(17)	Pump		
	i. Diesel Engine Driven	10 000	8
	ii. Electrically driven	20 000	12
(18)	Diesel Generating Set		
	i. Upto 50 KVA	20 000	10
	ii. Above 50 KVA	30 000	15

Signature of contractor

Signature of Engineer- In-Charge

Annexure - IX

Hypothecation Deed

This indenture made on the _____ day of the month of _____ 20_____ by _____ having its registered office at _____ (hereinafter called the 'Contractor') on the one part and the Chairman of SSNNL, Gandhinagar (hereinafter called the 'SSNNL') represented by the Executive Engineer _____ on the other part.

WHEREAS THE parties hereto have entered into Contract No. _____ dated _____ (hereinafter called 'Contract') for the construction of _____.

NOW THIS DEED WITNESSETH AS FOLLOWS

1. In consideration of the advance payment made by the SSNNL to the Contractor as provided in the contract, the Contractor hereby hypothecates to the SSNNL the construction plant and equipment described in the Schedule hereto the intent that the said construction plant and equipment, including spare parts and accessories shall remain and be hypothecated to the SSNNL under the terms of the Contract for repayment of the said advance _____ together with the interest thereon at _____ per cent per annum.
2. The Contractor hereby agrees, declares and covenants with the SSNNL.

Signature of contractor

Signature of Engineer- In-Charge

(a) That the Contractor shall repay to the SSNNL the said advance of Rs. _____ Rupees _____ only) together with interest hereon as aforesaid and agree that the said loan be recovered by the SSNNL by making deduction in the manner provided in Clause 65 of the Terms and Condition of Contract from the Claims made by the Contractor against the SSNNL for an interim payment.

(b) That so long as any amount remains payable to the SSNNL the plant and equipment described in the schedule hereto are the absolute property of the contractor and that the same and each and every one of them have not been sold, pledged, mortgaged or transferred or in any way committed by the Contractor.

(c) That so long as any amount remains payable to the SSNNL by the Contractor in respect of the said loan of _____ the Contractor shall not sell, pledge, hypothecate, transfer, part with or use on any other work or in any way commit the plant and equipment described in the schedule hereto.

(d) That so long as any amount remains payable to the SSNNL by the Contractor in respect of the said advance of _____ the Contractor may have the possession of the said plant and equipment in order to enable him to carry out and execute the said contract.

3. The Contractor hereby covenants with the SSNNL that the property hereby hypothecated is free from encumbrances and liens and _____ that they shall keep properties hereby hypothecated free from all encumbrances.

4. During the continuance of this hypothecation, the Contractor will keep proper books of accounts of the purchases of construction plant and equipments hypothecated and make full entry therein of all the dealings and transactions of the purchases and will keep such books and all letters, papers and documents belonging or relating to the purchases at the registered office of the Contractors and will at any time, if so required, produce the same for inspection of the SSNNL

Signature of contractor
Signature of Engineer- In-Charge

and allow it or any person authorized by it to have free access thereto and to take copies and extracts of and from the same.

5. That the Contractor shall, at all times during the continuance of this hypothecation and at the expense of Contractor, insure and keep insured the plant and equipment thereto hypothecated for the full value thereof in the joint names of the contractor and the SSNNL with an Insurance Company to be approved by the SSNNL against the risk of loss or damage from whatever cause arising other than the excepted risks. During the continuance of this hypothecation the Contractor shall pay all premia necessary for keeping such insurance in effect. The original receipts for insurance premia paid shall be deposited with the SSNNL. The Contractor shall assign all his rights, title and interest in the insurance policy to the SSNNL. If the Contractor shall fail to effect such insurance as aforesaid to the satisfaction of the SSNNL or to deliver the policies therefore to the SSNNL, the SSNNL shall be entitled to effect such insurances at the expense of the contractor that expressly binds that the SSNNL shall be entitled to adjust, settle or compromise any dispute between the insurance company and the insured arising under or in connection with any such policy and such adjustment, settlement or compromise shall be valid and binding on the contractor. The Contractor further agrees that the SSNNL shall be entitled to receive all money payable under any such policies to give a valid receipt thereof, and to credit the amount so received to the loan account of the Contractor and the Contractor shall not be entitled to raise any question that a larger sum might or ought to have been received or to dispute his liability for the balance remaining due on such account after such credit.

6. If the Contractor shall commit breach of any of the conditions of these presents or shall abandon the said works before full payment of the advance with interest as in the Contract or if the said advance or any part thereof shall for any reason remain unadjusted under or in pursuance of the Contract, the SSNNL may seize and either retain in possession of or sell without the intervention any of the assets hereby hypothecated under Clause-1 aforesaid, either by public auction or any private contract with power to make such conditions respecting

Signature of contractor
Signature of Engineer- In-Charge

titles or evidence of title or as to the payment of the purchase money or otherwise as the SSNNL may think fit and buy the same or any part thereof and to rescind or vary any contract for sale and resale of the same when sold as the purchaser or purchasers shall direct and to apply the proceeds towards repayment of the money which may have become payable by the contractor to the SSNNL including all costs, charges and expenses and if any surplus remains thereafter then such surplus shall be paid to the Contractor.

7. Without prejudice to any remedy provided by this deed the SSNNL may on a certificate of the Engineer-in-charge which shall be final, conclusive and binding on the Contractor recover all dues hereunder from any of the sums due to the Contractor or to any of his partners, individually or severally, which may be payable to him/them and/or as arrears of land revenue.

Signature of contractor

Signature of Engineer- In-Charge

IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

Signed

Signed

Witness

1

2

Witness

1

2

Note : FOR PROPRIETARY CONCERNS AND COMPANIES.

(A) FOR PROPRIETARY CONCERNS :

MR. _____ SON OF _____

resident of _____

carrying on business under the name and style of _____

at _____ (hereinafter called "the Contractor" which expression shall unless the context requires otherwise includes heirs, executors, administrators and legal representatives), the names of their partners being

(1) Mr. _____ s/o _____

(2) Mr. _____ s/o _____

(B) FOR COMPANIES:

M/s _____ a company under the

Company's Act _____

and having its registered office at _____

in the State of _____

(hereinafter called "the said Contractor" which expression shall unless the context requires otherwise includes its administrators/successors and assigns).

Signature of contractor

Signature of Engineer- In-Charge

Sr. No.	Particulars of the plan and equipment	Nos.	Purchase Price/price considered reasonable by Engineer-in-charge	Total Price	Advance % of Col.5	Amount of <u>Advance</u>	
						in figures	in words
1	2	3	4	5	6	7	8

Signature of contractor

Signature of Engineer- In-Charge

Date : 22-10-1970

TEXT :

INSTITUTIONS NOTIFIED UNDER SUB-CLAUSE (F) OF CLAUSE (III) OF SUB-SECTION (3) FOR THE PURPOSES OF NON –DEDUCTION OF TAX AT SOURCE FROM INTEREST CREDITED OR PAID THERETO.

In pursuance of sub-clause (f) of clause (iii) of sub-section (3) of section 194(A) of the Income-tax Act, 1961 (43 of 1961), the Central Government has notified the following institutions for the purpose of the said clause:

Institutions	Notification	
	No.	Date
Any Corporation established by a Central, State or Provincial Act.		
Any Company in which all the shares are held (Whether singly or taken together) by the Government or the Reserve Bank of India or a Corporation owned by that Bank.	SO 3489	22-10-1970

Notification No. SO 3489 Dt. 22-10-1970

Signature of contractor

Signature of Engineer- In-Charge

SECTION – I

TERMS AND CONDITIONS

OF

CONTRACT

SECTION – II

AGREEMENT FORMS

AND

ANNEXURES