



SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

- 1.1 Special conditions of contract shall be read in conjunction with the general conditions of contract, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3 Where any portion of the general condition of contract is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision(s) of the special conditions of contract shall be deemed to override the provision(s) of general conditions of contract only to the extent that such repugnance of variations in the special conditions of contract as are not possible of being reconciled with the provisions of general conditions of contract.
- 1.4 Whenever it is mentioned in the specification that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do at his own cost and the contract price shall be deemed to have included cost of such performances and provisions, so mentioned.
- 1.5 The materials, design and workmanship shall satisfy the applicable relevant technical specification and Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

2.0 SITE INFORMATION

The site is situated at G. Konduru, District Krishna on the Vijayawada – Mylavaram state highway and is approximately 32-35 Kms from Vijayawada Town & 5 Kms distance from Kondapalli.

The intending tenderer shall be deemed to have visited the site and familiarized himself thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or not carrying out the work in strict conformity with and specifications. For site visit, the intending tenderer may contact Engineer-In-Charge of GAIL at his site office in the Plant premises.

3.0 SCOPE OF WORK:

The scope of work shall include (but not limited to) the following :

- 3.1 Regular Horticultural Maintenance services of the lawns, hedges, tress at premises of VSPL, LPG Booster station, G.Konduru, Vijayawada G.Konduru. The scope of work includes clearing of wild vegetations/grass and disposal of the material outside plant premises as per the direction of EIC.
- 3.2 All materials like earth, grass of approved quality, hedge/edges, shrubs, manure, fertilizers etc., required for completing the job shall be arranged,



procured and supplied at site by the contractor within quoted rates of work.

- 3.3 The above gives the general scope of work, however tenderer is supposed to acquaint himself of various items as detailed in SOR and relevant specification. Tenderer may visit the site before quoting his rates to assess the nature of work.
- 3.4 Supply & providing / development of lawn including ground preparation 0.3m deep earth removal & disposal and filling with good garden earth, manuring etc., as per specification & SOR.
- 3.5 Supply & providing hedge /edge plants as per specifications & SOR.
- 3.6 Supply & providing shrubs / Plants ornamental type as per SOR.

It is responsibility of the contractor to ensure the proper growth of plants, lawn, shrubs, flower beds etc., no reason like nitrogenity of soil, salinity of water etc. are acceptable. It is overall responsibility of contractor to improve the growth of plants with out financial implication to GAIL. Any other work necessary for the proper horticulture maintenance shall deemed to be included in scope of work. Any other related work as directed by Engineer-Incharge.

IMPORTANT: Contractor has to ensure that site is always free from rubbish generated from horticulture maintenance, area cleaning surface dressing etc., including unwanted materials laying in lawn area. If any rubbish is found in the premises, the same has to be removed within same day, failing which the same will be arranged for disposal by GAIL and necessary deduction will be made from the contractor's bill. The decision of EIC in this regard shall be final and binding to the contractor.

4.0 SECURITY DEPOSIT

The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a security in the sum of 10% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.

5.0 SCOPE OF SUPPLY

- 5.1 **Owner scope of supply:** Owner shall not supply any material for execution of works.
- 5.2 **Contractor scope of supply:** Unless otherwise mentioned all materials, manpower equipments and consumable shall be in the scope of supply of contractor and the quoted rates shall be inclusive of all necessary input to complete the job.
- 5.3 The contractor has to deploy at least six persons on regular basis.

6.0 TOOLS, TACKLES AND EQUIPMENTS:-

All tools, tackles and equipments such as mowing machine, cutter, hose pipes, electrical cables, weed pecker etc., has to be arranged by the contractor and no equipments etc., for the work shall be provided by GAIL. Minimum required tools/M/C as mentioned below are to be arranged: -

Minimum quantities of key tools & tackles (but not limited to).



1. Manually operated lawn mower – 01 Nos.
2. Powered Grass cutting machine – 01 Nos.(as and when required basis)
3. Hedge cutter -02 Nos.
4. Weed pecker -05 Nos.
5. Spray pump -01 Nos. .(as and when required basis)
6. Tractor with trolley – 01 Nos. (as and when required basis.)
7. Cycle Rickshaw -01 (as and when required.)

The other specifications for the entire work shall be in accordance with CPWD specifications as per latest editions with all correction slip and latest IS codes.

Whenever these codes are silent, the same shall be governed by sound engineering practices and the decision of the Engineer-In-Charge in matter of interpretation shall be final and binding on the contractor.

The above gives the general scope of work, however tenderer is supposed to acquaint himself of various items as detailed in SOR, Tenderer may visit the site before quoting his rates to fully acquaint himself about the condition in regard to accessibility of the site, nature and extent of ground, quality of soil/water, working conditions of site and locality including stacking of materials, installations of tools and movement of labour etc. which are required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the employer in any circumstances.

7.0 WATER POWER AND OTHER UTILITIES

Water & Power shall be provided by GAIL for the work wherever available. In case water /power are provided by GAIL, it shall be provided at one point only and its distribution at work site shall be contractor's responsibility.

Water will be supplied free of cost nearest to the place of work, subject to availability, the existing GI Network may be utilized, from where the contractor will make his own arrangement including road crossings for temporary distribution. The source for the water is bore wells located inside premises. However the contractor will take utmost care to avoid misuse/ wastage of water. At any point of time if EIC notices such instances of wastages or if it is brought to the notice of EIC such cases a penalty of Rs. 300/-. Flat rate for each instance will be charged.

8.0 ORDER OF PRECEDENCE

Order of precedence shall be as per the clause no. 21 of General Conditions of Contract.

9.0 SPECIFICATIONS OF WORK

9.1 MAINTENANCE OF LAWN : Following operations are to be done: -

- 1) Watering – Twice in a week during winters, thrice in a week during summer or more if required and during monsoon as & when required as per site conditions.
- 2) Removal of weeds from lawn minimum once in a month to keep the lawn area free from weeds.



- 3) Mowing the lawn area & hoeing of beds minimum once in a three month. Rolling minimum once in three months and as directed by EIC.
- 4) Spreading of pesticides etc., as & when required in flowerbeds and other ornamental plants within the lawn area and along roads. Cost of pesticides etc., shall not be paid for separately.
- 5) Application of sweet sandy soil of approved quality in lawn area once in a year.
- 6) Removal of dead leaves, sweeping the lawns after every mowing, gardens, flower beds etc., as and when required and disposing of the rubbish etc., at a suitable place outside the premises or as directed by EIC.
- 7) Any other job related to maintenance of lawns, gardens, flowers beds etc., not covered above but which in the opinion of EIC are necessary for proper maintenance of lawn/garden will be carried out by the contractor at no extra cost.

9.2 MAINTENANCE OF SHRUBS /TREES

- 1) WATERING Shrubs/trees in lawn area:- Minimum Once in a week during winter and twice a week more during summer season and during monsoon as & when required.
- 2) Providing bamboo/stick supports to the plants wherever required.
- 3) Removal of weeds from the bed of trees and earthling up the soil so that only one sapling grows up from each pit.
- 4) The beds of the trees/shrubs should be dug up for moisturizing every month or more if required.
- 5) Shaping of the trees / shrubs as & when required for proper crown and height for healthy growth (at least once in a month for shrubs and once in a three months for trees)
- 6) All trees/shrubs are to be kept healthy and free from diseases, insect infection and nutrient deficiency.
- 7) The contractor will have to replace at his own cost the shrubs/trees which dies for any reason whatsoever during maintenance period.
- 8) Application of Manure once in a six months @ 1.0 cum for every 100 shrub/ plants.
- 9) Any other job related to maintenance of trees/shrubs not covered above but which in the opinion of EIC is necessary for proper maintenance of the trees/ shrubs will be carried out by the contractor at no extra cost.

9.3 MAINTENANCE OF HEDGE

- 1) Watering thrice in a month or more as required.
- 2) Hoeing, sweeping etc., once in a month.
- 3) Shaping once in a month or more to keep the hedge in proper shape.

Any other job related to maintenance of hedge not covered above but which in the opinion of EIC is necessary for proper maintenance of the hedge will be carried out by the contractor at no extra cost.



9.4 MAINTENANCE OF INDOOR PLANTS

- 1) Watering twice a week or as directed by EIC.
- 2) Hoeing etc., as and when required / as directed by EIC.
- 3) Rotation of plants in different buildings minimum twice in a month or as directed by EIC.
- 4) Application of required manure as directed by EIC.

Any other job related to maintenance of indoor plants not covered above but which in the opinion of EIC is necessary for proper maintenance of the indoor plants will be carried out by the contractor at no extra cost.

9.5 PLANTATION OF LAWN

- 1) Digging the soil up to 30 Cms. Max. depth and disposing of the rubbish & surplus earth within plant area at designated place or for preparation of mounds as directed by EIC.
- 2) Backfilling the excavated area with the help of Good Garden earth and manure in the ration as directed by EIC and leveling the area by giving proper slopes for drainage.
- 3) Flooding the area with water weeding after 10 to 15 days & then fine dressing.
- 4) Planting of selection –I type grass with 7 Cms. Spacing on either side including watering the lawn as required (during initial development of 15 days, watering is to be done every day)
- 5) Initial maintenance for minimum three months or till the grass is fully covered & fit for mowing.

Any other job pertaining to initial development but not covered above & which in the opinion of GAIL is necessary. For proper plantation of lawn, will be carried out by the contractor at no extra cost.

9.6 PLANTATION OF SHRUBS AND TREES

- 1) Pit of size 60x60x60 Cms. For shrubs shall be excavated in all types of soils/rock. Excavated earth to be disposed of outside the premises or as directed by Engineer-In-Charge.
- 2) The excavated pits have to be backfilled with Good Garden Earth and Manure in the proportion as informed by EIC and mixed appropriately with insecticide, termicide.
- 3) Saplings of the shrubs/trees of minimum 1.5 to 2.0 feet shrubs and 4 to 5 feet for trees/plants has to be planted in the prepared pits.
- 4) The saplings have to be supported with bamboo stick and watered properly to ensure proper growth of plants.
- 5) The different varieties of the shrubs/trees are given in the tender. However in this regard, the decision of EIC shall be final and binding on the contractor.
- 6) Initial maintenance of Three months.

Any other jobs related to plantation of shrubs/trees not covered above but which in the opinion of Engineer-In-Charge are necessary for proper plantation of the same, will be carried out by the contractor at no extra cost.



9.7 PLANTATION OF HEDGE

- 1) Excavation of trench of size 45cm wide and 30 cm deep in all type of soil/rock and disposing of the excavated earth within plant area at designated area or as directed by EIC.
- 2) The excavated trench has to be backfilled with Good Garden Earth and Manure in the proportion as informed by EIC and mixed appropriately with Insecticide, Termicide.
- 3) Planting of specified hedge @ 20 Cm. C/C in two rows the prepared trench.
- 4) The height of plants (is supplied by contractor) should be of 45 to 60 Cm.
- 5) Initial maintenance of Three months including watering etc., complete.

Any other job pertaining to initial development but not covered above & which in the opinion of GAIL is necessary for proper plantation of hedge, will be carried out by the contractor at no extra cost.

10.0 MOBILISATION ADVANCE

Owner shall not pay any mobilization advance to contractors. Offers stipulating such advance payment shall be liable for rejection.

11.0 PRICE ESCALATION

The unit rates quoted shall be kept firm till completion of work and no price escalation shall be paid.

12.0 SCHEDULE OF RATE

The extent and nature of work has been given in the specification / scope of work. The contractor shall quote their rates clearly in figure and words. The rates quoted shall be complete in all respect and shall include all Taxes / VAT / any other type of Tax (except Service Tax) , duties, transportation of material, laborers, all overheads and profits, nothing extra shall be paid except the rate quoted.

13.0 SERVICE TAX.

The contract price shall be exclusive of “Service Tax” but inclusive of all other taxes, duties & royalties applicable from time to time. Service Tax shall be payable extra as applicable. However Service Tax against all the relevant items must be quoted separately as per provision kept in the SOR/BOQ. The contractor shall issue Cenvatable Invoice which should COMPULSORILY be serially numbered and specify the following:

- i) The name, address and service tax registration number of the Contractor,
- ii) The name and address of the recipient of the taxable service,
- iii) Description, classification and value of taxable service provided, and
- iv) The bifurcation of Service Tax, Education Cess and Secondary Higher Education Cess payable on such services.

In case of non-compliance to the above, GAIL is not liable to reimburse any claim of contractor in respect of service tax mentioned in bill.



14.0 MOBILISATION

To start the maintenance activities within Seven days award of job.

15.0 SITE CLEANING

The Contractor shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.

16.0 TIME OF COMPLETION

The work shall be executed strictly a per time schedule on category wise, along with the by the Engineers - In – Charge.

17.0 DEDUCTIONS FOR POOR MAINTENANCE:-

In case the maintenance of the lawns, shrubs, trees, hedges, indoor plants are not found satisfactorily, 15 % of the quantity of the unsatisfactorily maintained area/quantity shall be deducted from the measurement quantity for the particular month. The decision of the EIC shall be final and binding in this regard.

18.0 PENALTY:-

In addition to the above deductions, Contractor will have to replant any sapling which dies due to poor maintenance/negligence on his part, within fifteen days from the notice of the E.I.C. during maintenance period, with the plants of almost same size and specifications & nurse the same at his own cost, failure to do so (within fifteen days from the date of notice of death) Contractor will be penalized at the rates given below:-

18.1 Rs. 200/- per square meter of lawn.

18.2 Rs. 200/- per plant for trees / plants/indoor plants

18.3 Rs. 200/- per running meter of hedges.

19.0 PAYMENT OF PART RATES:

Payment of part rates against approved tendered rates for any items may be made in the running account bills at the discretion of E.I.C for not performing the work as per specifications, terms & conditions of contract.

20.0 WORKING AT PLANT:

20.1 The contractor will be working in running LPG terminal. Therefore, the contractor / his authorized representative / his staff / worker will strictly follow the rules and regulation laid down by various departments for safety & security of the Plant and nothing extra shall be payable to the contractor on this account.

20.2 The contractor would be bound to replace such worker(s) whose conduct and services are not found satisfactory by the GAIL.

20.3 The antecedents of staff deployed by the contractor under this contract should be verified by the police authorities and record submitted to this office.



21.0 MISCELLANEOUS :

Contractor shall have at all times during the performance of the work, a competent Superintendent on the premises. Any instruction given to such Superintendent shall be construed as having been given to the contractor.

22.0 CO-ORDINATION WITH OTHER AGENCIES:

Contractor shall be responsible for proper coordination with other agencies operating at the site of work so that work may be carried out concurrently, if necessary, without any hindrance. The Engineer-In-Charge shall resolve disputes, if any, in this regard, and his decision shall be final & binding.

23.0 EXISTING SERVICES

23.1 Drains, pipes, cables, overhead wires and similar services encountered in the course of the works shall be guarded from injury by the contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the owners thereof, or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. However in case it is felt necessary to dismantle /remove any services for the execution of job, the same shall be informed to the Engineer-In-Charge and his instructions shall be final and binding.

23.2 Should any damage be done by the contractor to any property of GAIL, mains, pipes, cables or lines (whether above or below ground etc.,) whether or not shown on the drawings the Contractor must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer-In-Charge.

24.0 MESAUREMENT OF WORK AND BILLING

24.1 All measurements shall be recorded by the Contractor in triplicate on standard measurement sheets. The contractor shall submit the cenvatable Invoice through Central Dispatch Section of Booster Station GAIL at G. Konduru, Vijayawada either in person / through post for which computerized receipt will be issued. The envelope-containing bill shall clearly Superscribed as "BILL INSIDE, WORK ORDER NO., DATE, NAME OF WORK AND R.A. BILL NO."

24.2 The contractor shall submit the monthly running account bills in three copies along with jointly certified measurements (with EIC/ representatives of EIC) and other supporting documents such as P.F. Deposit Receipts etc for verification and payment to Engineer-In-Charge. The tenderer/contractor should have e-banking account with HDFC/SBI/ICICI bank. GAIL will not issue cheques for any transactions. All the transactions will be done through e- banking.

25.0 TERMS OF PAYMENT

25.1 The payment for executed work will be made on monthly basis. The contractor will submit his monthly RA bills in triplicate for the services rendered duly certified by the Engineer in charge. Payment will be released within 15 days form the date of receipt of bills.



25.2 Income Tax & other taxes as applicable shall be deducted at source from the contractor's bill as per latest tax rules.

25.3 Payment shall be made through E-BANKING SYSTEM only. (SBI or ICICI Banks)

25.4 The invoice shall contain the following details as per service tax rules.

1. ADDRESS OF THE SERVICE PROVIDER
2. BILLING ADDRESS : GAIL (India) LTD,
VSPL, LPG Booster Station
G. Konduru, Vijayawada
3. SERVICE TAX REGISTRATION NO., PAN No., TIN No.
4. SERVICES REGISTERED
5. INVOICE/BILL NO
6. INVOICE/BILL DATE
7. SERVICE TAX AMOUNT
8. ED. CESS AMOUNT
9. HIGHER EDUCATIONAL CESS AMOUNT
10. SIGNATURE OF AUTHORISED SIGNATORY.

26.0 EXTRA ITEM

Rate of the extra item merging during execution of the work will be worked out as as per clause No. 60.0 of GCC.

27.0 UTILISATION OF LOCAL RESOURCES

27.1 The Contractor shall ascertain the availability of local sub-contractors and skilled, unskilled manpower and engage them to the extent possible for performance of works.

27.2 The Contractor shall not recruit personnel of any category from among those who, are already employed by the other agencies working at the site but shall make maximum use of local labour available.

28.0 INCOME TAX & WORK CONTRACT TAX

Income tax at the prevailing rate as applicable from to time shall be deducted from contractor's bills as per income tax act/ Sales Tax Act.

29.0 LABOUR LICENSE

Contractor shall at his expense ensure the compliance with all applicable and governing industrial and Labour laws. Rules & regulations & By Laws both of Central and state Govt., and all other local authority and shall keep the OWNER'S harmless and indemnified in respect thereof.

30.0 TIME SCEHEDULE AND DEFECT LIABILITY PERIOD

30.1 TIME OF COMPLETION

The work order will be placed for Two Years with provision to extend for another six months at the discretion of GAIL with same terms and conditions, based on performance of the contractor. (Without any escalation of the price).

Time of completion shall be reckoned from the date of issue of Telex / telegram / Letter of Intent, whichever is issued earlier.



Time for completion shall include the time required for mobilization, remobilization carrying out the works and submission of reports as per the requirements of contract documents and directions of Engineer – In – Charge.

30.2 DEFECT LIABILITY PERIOD

The defect liability period (DLP) will be of 3 (THREE) MONTHS to be reckoned from the next day of date of completion of “time period of the contract”.

31.0 TERMINATION CLAUSE

GAIL reserves the right to terminate the contract without notice in case failure of contractor in executing job as per terms of contract.

32.0 STATUTORY

Contractor shall abide by all statutory laws as prevailing in industrial premises including labour laws and provide suitable safety gadgets to his workers for undertaking the work bidders. Contractor offer should be valid for a period of 30days from the date of opening of tender. Required machinery, tools and tackles are to be arranged by the contractor.

33.0 ABNORMALLY HIGH RATE ITEMS (AHR)

In item rate contract where the quoted rates for the item exceed 50% of the owner-estimated rates, such items will be considered as Abnormally High Rated items (AHR) and payment of AHR Items beyond the stipulated quantities included in the schedule of rates shall be made at the least of the following rates.

1. Rate as per SOR, quoted by the contractor,
2. Rate of the item, which shall be derived as follows.
 - (a) Based on rate of machine and labour (min wages) as available from the contract (which include 15% covered towards contractor's profit overhead and other expenses)
 - (b) Based on prevailing market rate of machine material and labour plus 15% to cover contractor's profit, overhead & other expenses, when the rates are not available in the contracts.

34.0 STATUTORY COMPLIANCE UNDER LABOR & INDUSTRIAL LAWS

The contractor shall also discharge obligations as provided under various applicable statutory enactments including the following.

1. Employees Provident Fund & Miscellaneous provisions ACT 1952.
2. Employees State Insurance Act (ESI) Act 1948.
3. Contract labour (regulation & Abolition) Act 1970.
4. Inter – state Migrant workmen (Regulation of employment & Condition of Service) act 1979.
5. Minimum wages Act 1948.
6. Payment of Wages Act 1936.



7. Workmen's Compensation Act 1923 and other relevant Act, Rules enforced from time to time.
8. Payment of Bonus (Amendment) ordinance 2007
9. Service tax act.
10. Transit Insurance
11. Damages to property or to any third party.
12. The contractor shall take insurance under workmen compensation act for all his workmen to be deployed for the work and submit a copy of the policy before commencement of work if awarded.
13. The contractor shall indemnify and keep the owner harmless of all claims, damages or compensation payable at law in respect or in consequences of any accident or damages arising under or by reason of this agreement or execution of contract.
 - a) The contractor (which shall include the contracting firm / company) should be an independent business establishment / firm having its own P.F. registration number and it shall be solely liable to obtain and to abide by all necessary license / permission from the concerned authorities as provided under the various labor law legislations including labor license from the competent authority under the Contract Labor (Regulation & abolition) act, 1970
 - b) The contractor shall also be bound to discharge obligations as provide under various statutory enactments including the Employees Provident Fund & Miscellaneous act, 1952 ESI Act, 1948. Contract Labor (Regulation & Abolition) Act, 1970, Minimum wages Act 1948, payment of Wages Act 1936, Workmen Compensation act 1923 and other relevant Act, rules and regulations in force from time to time.
 - c) The contractor shall be responsible for necessary contributions towards PF, Family Pension etc. or any other statutory payment to Government agencies as applicable under the law in respect of the contract and of personnel employed by the Contractor for rendering service to GAIL. He shall deposit other required amounts with the concerned statutory authorities on or before due date. Each contractor shall obtain a separate P.F. for the concerned Regional Provident Commissioner and submit necessary proof of having deposited the employees' as also the employer's contributions to the provident Fund. The contractor shall also be responsible for payment of any administration / Inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of GAIL.
 - d) The contractor shall regularly submit all relevant records / documents in this regard to GAIL representative for verification and subject to that only GAIL will release the amount to be paid. It shall be obligatory on the part of the contractor to submit along with their monthly bill, a copy of the challan in proof of payment of P.F. contribution (employees & employers) along with a detailed statement



submitted to RPFC office showing the name of contractor's employees and the amount remitted in respect of the employees.

- e) The contractor shall ensure and will be solely responsible for the payment of wages and other dues latest by 7th of the following month to the personnel by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- f) The contractor shall indemnify the company against all losses or damages caused to it an account of acts of the personnel deployed by the contractor.
- g) The contractor shall ensure regular and effective supervision of the personnel deployed by him.
- h) It shall be obligatory on the part of the contractor to submit along with their monthly bills a copy of challan in proof of payment of P.F. contribution (employees & employers) along with a detailed statement submitted to RPFC office showing the name of contractor's workers and the amount remitted in respect thereof.
- i) No. labor below the age of 18 year shall be deployed.
- j) In case the contractor intends to engage and labor other than those from A.P. appropriate permission should be sought from the management for the same to initiate any necessary action under the Inter – state Migrant act.
- k) The contractor shall be responsible to engage competent supervisor and monitor the jobs being performed by the persons to be deployed by the contractor.

35.0 TECHNICAL EXAMINATION AND AUDIT

The contractor herewith agrees that as a respect of inspection of works and the bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the bills and as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or any work claimed b him to have been done by him under the Contract or any work claimed by him to have done by him under the contract and found not to have been executed or any work is found not to have been executed in accordance with the Contract, the contractor shall be liable o refund the amount of over payment made already and it shall be lawful for the Owner, as he deems fit to recover such over payments due and / or becoming due to the contractor or from the security deposit or retention money or through any further bills and / or Final bill or in any other manner whatsoever not excluding through recourse to legal action. It is an essential and agreed condition of the contract that such action taken by the Owner shall be deemed to be fully legal and valid and binding on the contractor.

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