

A P M C H I M A T N A G A R

E-TENDER

PERCENTAGE RATE TENDER

Form B-1

Tender No: 1

Name of Work : Renovation of Old Office Building at Survey No. 3523/3524

Name of the Client : APMC Himatnagar

Project

Consultant : A G Planning Collaborative LLP,Ahmedabad

Implemented by : APMC Himatnagar.

INDEX

1. NOTICE INVITING TENDERS	08
2. SECTION: 1 INFORMATION & INSTRUCTIONS FOR TENDERERS	08 to 15
3. DECLARATION FORM	16
4. DECLARATION CERTIFICATE	16
5. GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS	17 to 19
6. SECTION: 2 TENDER FOR WORKS	20
7. MEMORANDUM	20 to 21
8. TERMS & CONDITIONS OF CONTRACT	22

CLAUSE	DETAIL	PAGE NO.
Clause 1	Security deposit	22
Clause 1-A	Additional security to be with held for unbalanced rates	23
Clause 2	Liquidated damages for delay	23
Clause 3	Default by contractor	23
Clause 4	Action when the progress of any particular portion of the work is unsatisfactory	24
Clause 5	Non exercise of powers under clause 3 not a waiver	24
Clause 5-A	Powers to seize tools, plants, machineries, materials and stores of the contractor on invocation of clause 3	24
Clause 6	Extension of Time limit	24
Clause 7	Final Measurements and Final bill on completion of work	25
Clause 8	Intermediate and Final payments	25
Clause 9	Payment at reduced rates	26
Clause 10	Bills to be submitted monthly	26
Clause 11	Bills and rates payable	26
Clause 12	Materials to be supplied by the Department	26
Clause 12-A	Consumption and return of materials supplied by the Department	27
Clause 12-B	Safe custody of materials supplied by the Department	27
Clause 13	Drawings, Designs, Instructions of the Engineer-in-charge and specifications, order of precedence in case of discrepancies	27
Clause 14	Excess over Tender Quantities, Extra Items and Variations	28
Clause 15	No claim to any payment or compensation for alterations or for restrictions of work	29
Clause 15-A	No claim for delay in supply of materials by the Government	30
Clause 16	Claims under the contract	30
Clause 17	Remedies for inferior or bad work, material or workmanship and maintenance clause	30
Clause 17 -A	Defect liability clause	31
Clause 18	Work to be open for inspection-Contractor's responsible agent to be present	31
Clause 19	Notice to be given before work is covered up	32

Clause 20	Damage to contract work-in-progress and damages to surrounding properties	32
Clause 20-A	Damages due to acts of God and unprecedented floods	33
Clause 21	Contractor to supply plant, ladders, scaffolding etc. and is liable for damage arising from non provision of lights, fencing etc.	33
Clause 21-A	Regulations for scaffolds, working platforms, gangways and stairways	33
Clause 21-B	Regulations for hoisting appliances	34
Clause 22	Measures for prevention of fire	35
Clause 23	Liabilities to contractors for any damages done in or outside work	35
Clause 24	Deleted	36
Clause 25	Deleted	36
Clause 26	Work not to be sublet, consequences for unauthorized subletting, bringing and becoming insolvent	35
Clause 27	Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss	36
Clause 28	Changes in the constitution of firm to be notified	36
Clause 29	Works to be under directions of Superintending Engineer	36
Clause 30	Settlement of Disputes and Arbitration	36
Clause 31	Deleted	37
Clause 32	Lump sums in estimates	37
Clause 33	Action where no specifications	38
Clause 34	Definitions of work	38
Clause 35	Royalties	38
Clause 36	Compensation under the Workmen's Compensation Act	38
Clause 36-A	Liability of the contractor in case of accidents	38
Clause 36-B	Arrangements for personal safety requirements and first aid	39
Clause 37	Quantities in the tender to be considered approximate and they are subject to variations	39
Clause 38	Employment of famine or other labour	39
Clause 39	Claim for compensation for delay in starting the work	39
Clause 40	Claim for compensation for delay in the execution of work	39
Clause 41	Entering upon or commencing any portion of work	39
Clause 42	Minimum age of persons employed	39
Clause 42(i)(a)	The payment of fair wages etc	39
Clause 43	Method of payment	40
Clause 43A	Set off clause	40
Clause 44	Deleted	40
Clause 45	Employment of Scarcity labour	40
Clause 46	Deleted	40
Clause 47	Rates inclusive of Sales Tax, Labour Cess and all Statutory taxes	40
Clause 48	Employment through Employment Exchange and local labour	40
Clause 49	Fair wages	41

Clause 50	Deleted	41
Clause 51	List of Machinery	41
Clause 52	Liabilities of contractor for idleness of Road Rollers deployed by the Department on contract work	41
Clause 53	Local labour on normal rates	41
Clause 54	Land on Hire and rental charges	41
Clause 55	Vaccination to labourers	41
Clause 56	Camp facilities to workers	42
Clause 57	Gun boots, hand gloves, masks etc., to labourers	45
Clause 58	No distinction between Harijans and other workers	46
Clause 59	Price Escalation clause	46
Clause 59 A	Price Variation For Cement, Steel and Asphalt Brought by Contractor	48
Clause 60	Fencing and Lighting	49
Clause 61	Liabilities for accidents to persons	49
Clause 62	Access to site and work on site	50
Clause 63	Reports Regarding Labour	50
Clause 64	Treasure trove	50
Clause 65	Indemnity	51
Clause 66	Insurance of labourers	51
Clause 67	Setting out	51
Clause 68	Cement Register	51
Clause 69	Materials, Work Test Register	51
Clause 70	Progress Schedule	51
Clause 71	Secured Advance	52
Clause 72	Advance Payment	52
Clause 73	Advance against machineries	52
Clause 74	Mobilization Advance	52
Clause 75	License for contract labour	52
Clause 76	Recovery of Testing charges and handing over empty cement bags	52
Clause 77	Recovery of sales tax	53
Clause 78	Recovery of “Building and other construction works welfare cess”	53
Annexure-1	Declaration regarding Income Tax, Addresses etc.	54
Annexure-2	Basic rates considered by the contractor	55
Annexure-3	Performance bond	57
Annexure-4	List of work already completed by the Contractor	58
Annexure-5	List of plant and Machinery	59
Annexure-6	Declaration regarding works on hand	60
Schedule ‘A’	Materials to be supplied from P.W. Store	61
Schedule ‘B’	Memorandum showing items of work to be carried out	62
Schedule ‘C’	Time Schedule of Completion	63

	Gujarat Value Added Tax Act 2003	64
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NOTICE INVITING TENDERS

- 1 Tenders are invited by APMC for **Renovation of Old Office Building at Survey No. 3523/3524** The work is estimated to cost of **Rs. 44,98,750.00** This estimate is however, given as a rough guide
- 2 The work are required to be completed within 6 (Six) months as per the terms of the contract conditions.
- 3 The contractor whose name is borne of the approved list of **registered** contractors in **“E1” Class with Govt. Of Gujarat Departments** will be permitted to tender. No two or more concerns in which an individual is interested as a proprietor and/ or a partner shall tender for the execution of the same work .if they do so, all such tender shall be liable to be rejected.
- 4 Applications with necessary documents like tender fees, DD & EMD Exemption Certificate solvency certificate, Certificates supporting to registration certificate, etc. related documents needed to be furnished as specified in tender notice i.e. through electronic format i.e. Scanned copy to the Chairman/Secretary , APMC Himatnagar
- 5 A tendered shall produce an income tax clearance certificate along with tender documents.
- 6 Tender documents consisting of condition, specification, Schedule(s) of quantities of the various classes of work to be done, the conditions of contract etc; could be down loaded free of cost, but tender fees of **1500** shall have to remit up to seven days from last date of online submission by RPAD to “Chairman/Secretary APMC Himatnagar
- 7 Tenderer is advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents samples, site etc.; whether he inspects them or not.
- 8 Submission of a tender by tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tool and plant etc. will be issued to him, by Government and local conditions and other factors bearing on the execution of the works.
9. The Percentage rate shall be quoted in the appropriate tender form.
10. A tenderer shall submit the tender who satisfied each and every condition laid Down in this notice and tender documents, failing which the tender will be liable To be rejected.
11. The “APMC Himatnagar” does not bind himself to accept the lowest or any Tender or to give any reasons for the decision.
- 12... This notice of tender shall form part of the contract documents for and on behalf of

“Chairman/Secretary APMC Himatnagar.”
For and behalf of APMC Himatnagar.

Date:

Signature

Designation: Chairman/Secretary, APMC Himatnagar

APMC HIMATNAGAR

Contract for works

SECTION – 1

INFORMATION & INSTRUCTIONS FOR TENDERERS:

- 1.0 Mode of Submitting Tender:** The tenders shall be submitted in Electronic format only on online Web-site www.nprocure.com till the date & time shown in Page No.2 Offers in Physical form will not be accepted in any case. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class-III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India are as mentioned under:
- | Sr.No. | Name of Certifying Agency | Website Address |
|--------|-----------------------------|--|
| 1 | (n) Code solution (G.N.F.C) | www.gnvfc.com |
- 2.0 Competency of Tenderer:** No contract will be awarded except to a registered contractor in appropriate class of the Roads & Buildings Department or Water Resources Department of Government of Gujarat.
- 3.0 Tenderer to inform Himself:** Tenderer will be deemed to have inspected the site and to have satisfied himself as to the nature of all works, all existing roads, water-way and other means of communication and access to and from the site and work and the building that may be required for temporary purpose in connection with the construction, completion and maintenance of the works and must make his own inquiries as to work, yard sites and depot, and dumps and as to acquisition of such additional sites, rates and areas as may be necessary for temporary purpose for constructing, completing and maintaining the works and availability of water for construction activities, power, quarries and labour.
- 4.0 The tender fee** (in form of demand draft / banker's cheque favouring the Tender Inviting Authority, payable to “Chairman/Secretary,APMC Himatnagar.” cash Earnest Money Deposit & other documents in physical form as certified true copy shall be received only under "Registered Post A.D. or Speed Post" or by Hand Delivery. Late / Delayed physical receipt of tender fee, EMD & other documents After online submission of tender, tender fee EMD & other documents should reach the office of tender opening authority within time and last date stipulated for the purpose in any of the modes of physical submission, the same is received early or later than the time Specified will not be accepted in any case, their bid will not be opened online and will be considered NON-RESPONSIVE.
- 5.0 Payment** -The tenderer must understand clearly that the rates quoted are for completed works and include all costs due to labour, scaffolding plant, supervision,

service work, power, royalties and octroi etc. and to include all extras to cover the cost of night work if and when required and no claim for additional payment beyond the price/rates quoted will be entertained.

6.0 Tender Forms -This form will state work to be carried out as well as the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be paid by the successful tenderer and percentage,

7.0 Quoting of Rates:-The Tenderer shall quote the Percentage rate over estimated cost in Schedule-B in figures as well as in words.

(a) Tenderer are normally not permitted to suggest any alteration in the works specified in the tender form or in the time allowed for carrying out the work or any other conditions of any sort. However, if it is felt necessary by the tenderer to have any conditions, he shall have to clearly mention the same in very clear terms in the appropriate section of technical bid. The tenderer will have to fill in necessary details online in 'technical bid' and 'price-bid' separately. No such tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each work online.

(b) If price-bid contains any conditions, the same shall be rejected outright.

(c) It should be very clearly understood by all the tenderers that the technical bid should be restricted only to technical matters and conditions / stipulations having financial implications. The technical and price bids shall contain adequate cross reference wherever necessary to ensure clear and proper correlation of them with two bids without any ambiguity whatsoever. The price bid of main tender should not be disclosed in the technical bid.

(d) The conditions specified in technical bid should invariably be accompanied by proper financial evaluation with mode of calculation specifying assumptions, quantities, and rate and ceiling amounts for each condition and shall also accompany the information in the form stating (a) Sr. No. (b) Description of the condition (c) Financial evaluation (Vide R&B.D. G.R.No. TNC/7777/281-C, dated 30-9-92) (d) Ceiling amount to be added in price-bid, in case condition is not accepted.

(e) Ceiling amounts shall be binding on the contractors and are liable to be added to the tender amount.

(f) The evaluation as given by the contractor as modified by tender opening authority with the ceiling limit will then be intimated to all the bidders. No further opportunity shall be given to the contractors to modify/ withdraw conditions at that stage. After completion of evaluation of the technical bid in all respects the competent authority will decide about date of opening of price bid and the same will be intimated to the bidders. After opening of price bid and their evaluation the tender inviting authority reserves the right to negotiate about the tender(s) further will any or all the contractors.

8.0 Earnest Money:-Earnest money in specified form @ 1% of the estimated cost must be sent as specified in Instruction No.3.1 and 4 preceding electronically

9.0 Tender liable to be Invalid

It may please be noted that the tender is liable to be considered invalid especially, If the requirements as per Instruction No. (i) To (ix) above are not complied with.

10.0 Right of rejection of tenders

- (i) Right is reserved by the Tender Inviting Authority to reject any or All tender(s) without assigning any reason thereof.
- (ii) In addition to the above, the tender will also be liable to be rejected outright if:
 - (a) The tenderer proposes any alteration in the work specified or in the time Allowed for carrying out the work or in any condition.
 - (b) The tenderer or in the case of a firm, each partner or the person holding the power of attorney thereof does not digitally sign section-2 or Signature/s is/are not attested by a witness.

11.0 Deviation or modifications In Tender Documents:

- 11.1 All tenderers are cautioned that tender containing any condition and/or deviation from the contractual terms and conditions, specifications, quoting/ offering rates/ prices in different manner than specified in the tender and/or any other requirements of tender shall make the tender liable for outright rejection and shall be considered as non-responsive for all practical purposes. The decision of the Tender inviting authority in this regard shall be final and binding to the tenderer.
- 11.2 Alternative tenders are not acceptable.

12.0 Submission of tender

- 12.1 Tender shall be submitted in an online manner only on website www.Tender.nprocure.com last date & time of online submission 26.06.2026 Up to 18.00 Hrs.
- 12.2 Tender fee, EMD and other documents should be submitted in electronic format only through on line (by scanning) while uploading the bid. However for the purpose of realization of D.D. the bidder shall produce the same in person at the time of opening OR send the D.D. in original through R.P.A.D. So as to reach the office of Tender Inviting Authority.

13.0 Evaluation of Tenders

- 13.1 Technical evaluation will be made of the tenderer's proposed method and technique of construction, construction program, sequence of components of the work, proposed resources assigned to do the work to determine the acceptability, adequacy and reasonability of rates, his past performance and present resourcefulness.
- 13.2 To assist in the examination, evaluation and comparison of tender, the tender inviting authority may ask tenderer individually for clarification of their tenders including breakdown of unit rates. The request for clarification and response shall be in writing but no change in substance of the tender shall be sought, offered or permitted at that stage.
- 13.3 Award may be made to the tenderer whose responsive tender is determined to be the lowest evaluated tender and who meets the appropriate standards of capacity and financial resources.

14.0 Receipt of Payments:

Receipt of payment made on account of any work, when executed by a firm shall be signed by all the partners except where the contractors are described in their tender as firm in which case the receipt shall be signed in the name of the firm by one of the

partners or by some other person having authority to give effectual receipts for the firm.

15.0 Opening of tenders:

The Authorised Officer / competent authority shall open tender online on website www.Tender.nprocure.com on 06.06.2026 At 12.00 hrs. Or any other suitable time thereafter, in his office in the presence of intending Tenderers or their representative who wish to remain present at that time. He will enter the amount of the tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall, thereupon for the purpose of identification, sign copies of the specifications and other documents mentioned in his tender.

16.0 General rules and directions:

- 16.1 No receipt for any payment made by a Contractor will be entertained by the APMC Himatnagar in regard to any matter relating to this tender or the contract shall be valid and binding on the Employer unless it is signed by the Authorised staff members of the APMC Himatnagar.
- 16.2 All works shall be measured net by standard measure and according to the rules and customs of the R&B/ Water Resources Department or any other method approved by the TDD/R&B/ Water Resources Department without reference to any local custom. The measurements of work will be taken according to the usual method in use in the TDD/Roads & Buildings Department and no proposal to adopt alternative method will be accepted. The Engineer in charge's decision as to what is the usual method in use the TDD/Roads & Building department will be final.
- 16.3 Under no circumstance shall any Contractor be entitled to claim enhanced rate for any item in this contract except as provided in contract conditions.
- 16.4 The contractor shall not be permitted to tender for the work in which his near relative is working as the office in the sphere of his jurisdiction in the Tender inviting authority.

Note:-By term "near relative" is meant wife, husband, parents, children, brothers, sisters, uncles, aunts, cousins, and in laws.

- 16.4 The contractor should compulsorily furnish his latest address (es) including the latest address of his partners and the place(s) of filing his/their income-tax returns along with the tender. Any changes, in such addresses, during the tenure of contract should invariably and forthwith be intimated by the Contractor to the Employer.

17.0 Bank:

Wherever the word "Bank" is used in the document, it would mean Schedule or Nationalised Bank only. (R&B.D. G.R.No. TNC/ 1090/ 100-(4) (C) dated 27-9-2002)

18.0 Tender validity period

The tender for the work shall remain open for a **period of 120 days** counted from the date of opening of the price bid online for this work.

- 19 The successful contractor shall exhibit the board in prominent place of worksite showing the brief details of project work under execution, financier, cost of work and broad details of inputs/ specifications and targeted goals. (R&B.D. G.Rs. No. TNC-1090-24-C dated 18-11-1991, 17-8-02 and 25-10-02)
- 20.0 The contractor will not use the premises of project/ work under construction for his

staff, labourers or for any other purpose. If he do so, market rent for such unauthorized used will be recovered. The marker rent will be decided by the Engineer-in-charge.

21.0 Declarations:

The tenderer will have to make declaration enlisted in the form attached herewith and shall affix his signature to the form in token of correctness of declaration made therein (G.R. R&B.D. No. TNC-IIB-22 (10)-C dated 24-5-90 should be referred to)

DECLARATION FORM

- (i) I/We hereby declare that I/We have visited the site and fully acquainted myself/ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting this tender.
- (ii) I /We hereby declare that I/We have carefully studied the conditions of contract, specifications and other documents of this work and agree for execute the same accordingly.

DECLARATION CERTIFICATE

- (ii) I/We hereby declare that my/our near relative are not working in this Division or in its sub- division as an Engineer, Deputy Secretary, TDD, Government Of Gujarat, Assistant Engineer, Additional Assistant Engineer, overseer, Divisional Accountant, Store Keeper, Manager or Atithi/Vishram Gruh and in the circle as a Superintending Engineer in addition for Panchayat works not working nor having posting as chairman of P.W committee or as incumbent in Jilla Panchayat at today.

Dated _____ Place_____

(Digital Signature of the Contractor with Seal)

General rules and Directions for the Guidance of Contractors

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

---OR

The following rule shall apply to the works having estimated cost of Rs. 100 lakhs (Rupees One Hundred lakhs) and above. (G.R, R & B.D No. TNC-1777-281C, dated 307-1992)

- (a) It is not desirable to make any alteration in the works specified in the said tender form of invitation to tender or in the time allowed for carrying out the work or any other conditions of any sort. However, if it is felt necessary by the tenderer to have

any conditions, he shall have to submit a sealed cover containing two separate covers for 'technical bid' and 'price-bid' duly super scribed on the sealed cover. No such tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each work. Tender shall have the type of bid and the name of the work (to which they refer) written.

Outside envelopes as under:

- (i) Technical bid for the work of
- (ii) Price bid for the work of
- (b) If any price-bid contains any conditions the same shall have to be rejected outright. Document of payment of earnest money or exemption certificate should accompany the technical bid cover.
- (c) The tenders i.e. Price-bids and technical bids in separate should be submitted simultaneously by the 'Online through E-Tendering only'. The 'Technical and Price' bids shall contain adequate cross reference wherever necessary to ensure clear and proper correlation of them with two bids without any ambiguity whatsoever.
- (d) The bidders shall clearly indicate deviation (s) from specifications or the tender conditions very explicitly in the appropriate section and submit a copy of the same with the technical bid. It should be very clearly understood by all tenderer that the technical bid should be restricted only to technical matters and stipulations of conditions, if any by tender having financial implications. The price of main tender should not be disclosed in the technical bid.
- (e). The date and time of opening of price bids will be determined by the officer who opens the tender, and the same will be intimated to the bidders if required after the technical-bid proposals are opened and analyzed and all clarifications/price variations, if any obtained.
- (f) The conditions specified in technical-bid should invariably be accompanied by proper financial evaluation with mode of calculation specifying assumptions, quantities, rate and ceiling amounts for each condition and shall also accompany the information in the form stating (a) Sr. no. (b) Description of the condition (c) Financial evaluation, (d) Ceiling amount to be added in price-bid, in case condition is not accepted.
- (g) Ceiling amounts shall be binding on the contractors and are liable to be added to the tender amount.
- (h) It is necessary that the contractor or his authorised representative remains present at the time of opening of technical-bid as specified in (e) above, so that wanting details and clarifications in respect of conditions can be furnished by him or conditions withdrawn on the spot by him. If the technical-bid is incomplete in respect of any of the details referred to in sub-clauses 2(f) above and the contractor does not furnish the wanting details as required above on the spot in the presence of other bidders after opening the technical – bid, the tender would be liable to rejection
- (i) The evaluation as given by the contractor as modified by tender opening authority with the ceiling limit will then be intimated to all the bidders who remain present and then , if convenient, the price-bid shall be opened on the same day and the combined evaluation of the tender of price-bid and the technical – bid would be worked out. Not further opportunity shall be given to the contractors to modify/withdraw conditions at that stage as the price-bid would be known to all, Govt. however, reserves the right to negotiate about the tender(s) further with any or all the contractors. In case the Price-bids cannot be opened on the same day then another date will be intimated to the tenderer as in Para (e) above.

6. The officer competent to dispose off the tenders shall have the right of rejecting all or any of the tenders.
7. No receipt for any payment alleged to have been made by a Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on APMC Himatnagar unless it is signed by the Chairman/Secretary , APMC Himatnagar
8. The memorandum of the work to be tendered for and the schedule of materials to be supplied by APMC Himatnagar and their rates shall be filled in and completed by the office of the Chairman/Secretary , APMC Himatnagar Before the tender form is issued. If a form issued to an intending Tenderer has not been so filled in and completed, he shall request the said officer to have it done before he completes and delivers his tender.
9. All works shall be measured net by standard measure and according to the rules and customs of the Public Works Department without reference to any local custom.
10. Under no circumstances shall any Contractor be entitled to claim enhanced rate for any items in this contract.
11. Every contract shall, unless exempted in writing by the Chairman/Secretary,APMC Himatnagar concerned, produce along with this tender a solvency certificate of his financial ability from the Collector of the district within which he resides or a Banker's certificate. If he fails to produce such a certificate his tender will not be considered.
12. All corrections and additions or pasted slips should be initialed.
13. The measurements of work will be taken according to the usual method in use in the Public Works Department or as specified in technical specification and no proposals to adopt alternative methods will be accepted. The Engineer In-Charge decision as to what is the usual method in use in the Public Works Department will be final.
- 13 A The Insurance Company's bond will not be accepted against the security deposit.
14. The contractor shall have to attach to his tender Income-Tax Clearance Certificate to be obtained from the Income-Tax Officer.
15. The Contractor will have to construct a shed for storing controlled and valuable materials issued to him under schedule 'A' of the agreement at work-site having double locking arrangement. The materials will then be taken for use in the presence of the Department person. No materials will be allowed to be removed from the site of work.
16. No foreign exchange will be released by the Department for the purpose of plant and machinery required for the execution of the work contracted for.
17. Controlled materials (Essentiality Certificate)
 - (i) As regard controlled materials, the APMC Himatnagar will help to arrange for the permit as far as possible and help the Contractor in securing the same. All incidental charges met with in procuring these materials shall be borne by the Contractor himself. Though the TDD will help to arrange for the permit as far as possible and help the Contractor in obtaining the materials, it shall not accept any responsibility for any loss on account of delay caused to the Contractor while obtaining the same.
 - (ii)The contractor shall submit to the Chairman/Secretary, APMC Himatnagar on close of every calendar month the monthly returns in the prescribed forms as to the receipts and actual use of the controlled materials during the month.
 - (iii) The contractor shall permit Chairman/Secretary , APMC Himatnagarr or his representative to inspect the stock of the controlled materials stored by him at any time whenever the Chairman/Secretary , APMC Himatnagarr or his representative so desire (s).

- 18 The tender for the work shall remain open for period 180 days from the actual date of down loading of the price bids for this work and that the tenderer shall not be allowed to withdraw or modify the offer on his own after downloading of price bid. If any tenderer withdraws or make any modifications or additions in the terms and conditions of his tender not acceptable to the Government (TDD) then the Government shall without prejudice to any right remedy. Be at liberty to forfeit in full the said earnest money absolutely, in this connection
- 19 The contractor shall employ only such laborer who shall produce a valid certificate of having been vaccinated against small pox within a period of last three years.
- 20 Immediately after issue of the work order for the works of Buildings, the contractor shall display the board showing brief details of the specifications on the site of work.
21. The buildings under the contract will not be occupied by the contractor for use of his labourers, staff or for any other purpose, in case of breach of this condition market rent will be recovered for the area unauthorized occupied.

TERMS & CONDITIONS OF CONTRACT**CLAUSE 1: Security Deposit**

The person/persons whose tender is accepted (hereinafter called the “Contractor” which expression shall, unless excluded by, or repugnant to the context include his Legal heirs, executors, administrators and assigns) shall

(a) Deposit with “Chairman/Secretary,APMC Himatnagar.” a sum sufficient to make up the full security deposit specified in the tender in cash or Government securities (as mentioned in Para 208 of Gujarat Public Works Department Manual Vol. 1) duly transferred in the name of the “Chairman/Secretary,APMC Himatnagar.” or fixed deposit receipts of Term Deposits of Narmada Project in the name of the “Chairman/Secretary,APMC Himatnagar.” within a period of 10 days from the date of receipt of the Notification of his tender, or

(b) (I) the amount of fifty percentages of the total security deposits as specified in the tender form with the Chairman/Secretary, APMC Himatnagar, in Cash or in form of small saving schemes or securities of Sardar Sarovar Narmada Nigam or F.D. Rs. Of scheduled bank, However, the Contractor can deposit twenty five percentage of total security deposit in the form of Govt. security (as mentioned in Para 208 of Gujarat Public Works Department Manual Vol. 1) or Term Deposits of Narmada Project duly transferred in the name of the Chairman/Secretary,APMC Himatnagar, or fixed deposit receipts in the name of the “Chairman/Secretary,APMC Himatnagar.” within a period of ten days from the date of receipt of notification of acceptance of his tender . If the security deposit is not paid within the above specified time, no work order will be issued till the issue about delay is finally decided by the competent authority.

(b) (ii) The Government shall be deemed to have been authorised to deduct the balance of fifty percentage of the security deposit as specified in the tender form from the amounts that become payable to the contractor for the work done under the contract from time to time, such deduction shall not exceed ten percentage of the amount so payable and the whole amount paid in cash or by way of deduction shall be held by Government by way of security deposit. For the works whose estimated amount is more than rupees fifteen lakhs, the Contractor shall have to give the performance bond of any schedule bank equivalent to five percentage of the estimated amount put to tender along with the initial security deposits. All compensation, Liquidated damages or other sums or money payable by the contractor to Government under the terms of this contract shall be deducted from or recouped by the realization of a sufficient part of his security deposit, or from the interest arising there from or performance bond or from any sums which may due or may become due by Government to the Contractor on any account whatsoever and whether in respect of this contract, any other contract, or otherwise. In the event of his security deposit being reduced by reason of any such deduction or recipient as aforesaid, the contractor shall within ten days thereafter, make good in cash or in Government securities transferred as aforesaid any sum or sums required to make good the shortfall in the amount of the security deposit. The security deposit , when paid as above shall at the cost of the depositor, be converted into interest bearing

Government securities in the name of “Chairman/Secretary,APMC Himatnagar.” provided that the depositor has expressly desired this in writing. This is subject to the condition that twenty five percentage of the total security deposit must be held in the form of small saving Schemes or Term Deposits of Narmada Project. If the full amount of the security deposit to be paid as above within the period specified above, is not paid the tender/contract already accepted shall be considered as cancelled and legal steps shall be taken against the contractor for recovery of the amounts.

Fifty percent of the security deposit along with performance bond shall become refundable within 15 days after the final completion certificate is issued as per clause -7. All dues under this contract or other contract, or otherwise, shall be recovered from the aforesaid amount of fifty percentage of the said security deposit and the balance shall be refunded within fifteen days after the final certificate is issued as per clause 7. The remaining fifty percentage of the security deposit shall be refunded after the expiry of the Defect Liability period as per clause 17 and 17-An after deducting there from the amount of expenses, if any, due to Government under this contract. (See Performance bond on page no. 44)

CLAUSE 2: Liquidated damages for delay:

- (i) If the Contractor fails to complete the work under contract by the stipulated date, he shall pay liquidated damages of at the rate of 0.1 percentage of the contract value per day from the date of delaying the said work up to the date of completion and handing over to the Government.
- (ii) However also if the contractor fails to complete any part of the work as designed in **Schedule (c)** by the time indicated against such part, he shall pay Liquidated damages per day from the date of delaying the said part of the work up to the date of completion of the said designated part at the rates shown in the said schedule of the contract value of such part for such failure till the said designated part is completed.
- (iii) The aggregate maximum of liquidated damages payable under clause No.2 Shall not exceed Rs. 0.10 Percentage of contract value per day and shall be subject to the maximum amount of ten percentage of the estimated amount put to tender.
- (iv) Delays requiring payment of ten percentage liquidated damages of the amount put to tender for performance shall be sufficient causes for termination of contract and for forfeiture of security deposit including amount of performance bond in respect of works estimated to cost more than Rs.15 lakhs, for Performance and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases.

CLAUSE 3: Default by Contractor

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

If the contractor fails to take satisfactory corrective action within ten days after

receipt of such notice, the Engineer-in-charge on behalf of Chairman/Secretary, APMC Himatnagar. Shall terminate the contract in whole. In case the entire contract is terminated, the amount of security deposit and performance bond if any together with the value of the work done but not paid for, shall stand forfeited to the Government. The plants, equipment and materials, held under this clause shall then be at the disposal of the Government to recover the amount equivalent to the liquidated damages and registration of the contractor shall be kept in abeyance for three years from the date as fixed in all such cases. The Engineer-in-charge if necessary shall direct that a part or the whole of such

Plant, equipment and material be removed from the site within a stipulated period. If the Contractor fails to do so, the Engineer-in-Charge shall cause them or any part of them to be sold holding the net proceeds of such sale to the credit of the Contractor. After settlement of accounts, the lien by the Government of the contractor's remaining plant equipment and balances of materials shall be released. Termination of the contract in whole shall be an adequate authority for the Engineer-in-charge to demand discharge of the obligations from the guarantors of the security for the performance.

CLAUSE 4: Action when the progress of any particular portion of the work is unsatisfactory

If the progress of any particular portion of the work under Contract is unsatisfactory, the Engineer-in charge shall, notwithstanding that the general progress of the work is satisfactory, in accordance with Clause 2 be entitled to take necessary action under Clause 3 after giving the Contractor ten day's notice in writing and the contractor shall have no claim whatsoever for any compensation for any loss caused to him due to such action.

CLAUSE 5: Non exercise of powers under clause 3 not a waiver

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

CLAUSE 5 A: Powers to seize tools, plants, machineries, materials and stores of the contractor on invocation of clause 3

In the event of the Engineer-in-charge taking action under clause 3, he may if so desire take possession of all or any tools, plants, machineries materials and stores in or upon the work or the site there of 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 rate, as may be comparable to current market rates where ascertainable of similar articles and comparable condition, to be certified by the Engineer-in-charge. In the alternative the Engineer-in-charge may by notice in writing to the contractor or his clerk of the works foreman or other authorized agent require him to remove such tools, plants, machineries, materials or 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 requisition, the Engineer-in-charge may 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 respects, and the certificate of the Engineer-in-charge as to the expenses of any such removal and the amount of the

proceeds and expenses of any such removal shall be final and conclusive against the contractor.

CLAUSE 6: Extension of time:

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

CLAUSE 7: Final Measurements and Final bill on completion of work

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

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

(ii) In respect of works costing more than Rs.50 lakhs (amount put on tender), the final measurements shall be recorded within 75 days from the date of physical completion of the work and the final bill shall be prepared within 75 days from the date of recording final 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 period 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 complete till the contractor shall have removed from the premises, on which the work has been executed, all scaffolding, sheds and surplus materials, except such as are required for rectification of defects; rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor for the workmen and cleared all dirt from all parts of building(s) in, upon or around which the work has been executed or of which he may have possession for the purpose of the execution thereof and cleared floors, gutters and drains, cased doors and sashes, oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge . if the contractor shall fail to comply with any of the requirements of these conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may , at the expenses 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 released by the sale thereof less the Cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expenses of fulfilling such requirements is more than the amount realized 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 contractor.

CLAUSE 8: Intermediate and Final payments

No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor., All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed or re-erected, nor shall any such payment be considered as an admission of the due performance of the contractor or any part thereof in any respect or the accruing of any claims, nor shall it conclude, determine, or affect in any way the power of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

CLAUSE 9: Payment at reduced rates

The rates for items of works shall be valid only when the items concerned is accepted as having been completed fully in accordance with the sectional specifications. In cases 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 final or on account bill.

CLAUSE 10: Bills to be submitted monthly:

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 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, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorised agent whose countersignature to the measurement list shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

CLAUSE 11: Bills and rates payable

The contractor shall submit all the bills on the printed forms 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 partly reduced rates subject to the approval by the Engineer-in-charge in the case of items not completed/executed as per agreements or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rate here in after provided for such work.

CLAUSE 12: Materials to be supplied by the Department

If the specification of the work provides for the use of any special description of materials to be supplied from the Departmental Store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged therefore as here in after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum here to annexed) the contractor shall be supplied with materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sum then deposit, or the proceeds of sale thereof, if the deposit is held in govt. Securities, the same or a sufficient portion thereof shall, in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Govt. and shall on no account be removed from the site of the work, and shall at all time, be open to inspection by the Engineer-in-charge. Any such materials, unused and in perfectly good condition at the time of completion or termination of the contract, shall be returned to the Departmental store if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with the consent in writing of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto. For materials provided in schedule-A and consumed in excess quantities, the rates provided in Schedule A shall be increased/executed corresponding to the increased/decrease in the new rate payable for excess quantity as compared to the tender-rates. The rate for materials provided in extra items will be the issue rates plus storage charge ruling on the date of issue of such quantity of materials.

CLAUSE 12A: Consumption and return of materials supplied by the Department

The contractor shall be entitled to use the materials supplied by the Department only to the extent of quantities of such materials required for execution of the work as per theoretical calculations. The Engineer-in-charge may however, on being satisfied that a large quantity of such materials is required for the execution of the work, permit the contractor to use such large quantity of the materials; such permission shall be given in writing. The contractor is bound to return in good condition such materials issued in excess of the requirements so worked out or in excess of the quantities so permitted to be used by the Engineer-in-charge if the contractor fails to return such extra materials within a period of 15 days from the date of the demand in writing of such materials being made by the Engineer-in-charge, he shall be charged for the excess materials at double the issue-rates for such materials specified in Schedule A of the contract Agreement.

CLAUSE 12B: Safe custody of materials supplied by the Department

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

CLAUSE 13: Drawings, Designs, Instructions of the Engineer-in-charge and specifications, order of precedence in case of discrepancies

(1) The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials and in other respects in strict accordance with specifications. The contractor shall also confirm 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 Chairman/Secretary, APMC Himatnagar. 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 token of having noted the instructions. However, if the contractor fails to sign the work-order book for any reason whatsoever, the entry of the instructions in the work-order book shall be deemed to be the due notice to him of the said instructions. The work-order book shall be open for inspections to the contractor on the site of the work during office hours.

(2) The contractor will be entitled to receive one copy of the accepted tender along with the work order free of cost and will also be entitled to receive three sets of contract and working drawings according to the progress of work as and when needed, free of cost.

(3) The several documents forming the contract are essential parts of the contract and a requirement occurring in one is binding as though occurring in all. They are intended to be mutually explanatory and complimentary and to describe and provide for a complete work. In the event of any discrepancy in the several documents forming the contract or in any one documents, the following order of precedence should apply.

(A) Dimension and quantities: (i) Drawings (ii) Schedule-B of the Tender form (iii) specification. On drawings, figures dimensions, unless obviously incorrect, will be followed in preference to scaled dimensions.

(b) Description: (I) Schedule-B of the Tender form :- (ii) Drawings (iii) Specifications. In the case of effective description or ambiguity, the Engineer-in-charge is entitled to issue further instructions directing in what manner the work is to be carried out. The contractor cannot take any advantage of any apparent error or omission in drawings or specifications and the Engineer-in-charge shall be entitled to make corrections and interpretations as necessary to fulfill the plans and specifications.

CLAUSE 14: Excess over Tender Quantities, Extra Items and Variations

- 14.1.** The Engineer-in-charge shall have power to make any alterations in or addition to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in charge and such alternation shall not invalidate the contract and additional work which the contractor may be directed to do in the manner above 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 main work and at the same rate as out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work.
- 14.2.** If the additional or altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out.
- (i) At the rate derived from the item within the contract which is comparable to the one involving additional or altered class of work, where there are more than one comparable items, the item of the contract which is nearest in comparison with regard to class or classes of the work involved shall be selected and the decision of the Superintending Engineer as to the nearest comparable item shall be final and binding on the contractor.
- (ii) If the rate cannot be derived in accordance with (I) above, such class of works shall be carried out at the rate entered in the Schedule of Rates of the Division for the year in which the tender was received, increased or decreased by the percentage by which the tender amount is more or less as compared to the amount arrived at the rates in the “Schedule of Rates” of the Division in the year in which the tender was received. if the Schedule of rates of the Division does not contain all the items the percentage increase or decrease of the tender shall be calculated considering such items which were included in the “Schedule of Rates “of the Division for the year and for materials consumed on such item the rate to be charged would be the basic rate taken into account for fixing the rate in S.O.R. referred to above instead of the rate stipulated in schedule ‘A’.
- (iii) If it is not possible to arrive at the rate from (I) and (ii) above, such class of work shall be carried out at the rate decided by the competent authorities on the basis of detailed rate analysis after hearing the contractor before a Committee of two superintending Engineers stationed at the same place or the nearest place.
- 14.3** If the additional or altered work, for which no rate is entered in the “Schedule of Rates” of the Division is ordered to be carried out before the rate is agreed upon, then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate, which it is his intention to charge for such class of work and if the Engineer in charge does not agree to this rates, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider it advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then in such cases he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the

determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of the dispute, the decision of the Superintending Engineer of the Circle shall be final. Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority, the alternation above referred to shall be within the scope of such designs, drawings and specifications appended to the tenders.

The time limit for the completion of the work shall be extended in the proportion that the increase in the cost occasioned by alternations bears to the cost of the original contract work and the certificate of the Engineer –in- charge as to such proportion shall be final and conclusive.

- 14.4** For excess in item of well sinking the rates for sinking in depth beyond the designed depth shall be as per the rate quoted by the contractor in the statement of variation, if no rates of variation in sinking are quoted the rate payable shall be the tender rate for sinking at designed level increased by the difference of schedule of rate for sinking at designed depth and sinking at final depth.

CLAUSE 15: No claim for any payment of compensation for change or restriction of work

If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever, require the whole or part of the work, as specified in the tender, be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing, stating the fact to the Contractor who shall thereupon suspend or stop the work totally or partially, as the case may be. In any such case, except as provided hereunder, the Contractor shall have no claim to any payment or compensation whatsoever except as provided hereunder on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour required by him. He shall not have also any claim for compensation by reason of any alteration 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 purchased materials or for the contract executed for the material to be purchased for such work. Such compensation will be paid only for actual loss for materials, if such materials so purchased or agreed to purchase is of required quantity/quality and was purchased/ contracted to be purchased only for the same work. But no compensation shall be granted to contractor on material for which advance has been given to contractor by Government. The amount of loss for such claim will be decided by in charge Engineer-in charge.

(2) The contractor also will be entitled for compensation of unemployed labour for 7 days from the date of notice provided that in that opinion of Engineer-in-charge such labour 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. The contractor should try to employ such unemployed labour at other places from the date of such

notice. In case the Contractor does not agree with the decision of Chairman/Secretary, APMC Himatnagar. Regarding the amount of compensation or loss; it will be open for the 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.

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

CLAUSE 15A: No claim for delay in supply of materials by the Government

The contractor shall not be entitled to claim any compensation from Govt. on account of delay by Government in the supply of materials entered in Schedule ‘A’ where such delay is caused by (I) Non-supply due to short allotment of quota in case materials available under quota regulations. (ii) Difficulties relating to the supply of railway wagon (iii) Force majored. (iv) Act of God. (v) Act of the country’s enemies or any other reasonable cause beyond the control of Government. In the case of such delay in the supply of materials, Government shall grant such extension of time for the completion of the works as shall appear to the Engineer-in-charge to be reasonable in accordance with the circumstances of the case. The decision of the Engineer-in-charge as for the extension of time shall be accepted as final by the contractors

CLAUSE 16: Time Limit for Unforeseen Claims:

The contractor shall not be entitled to any compensation from Government on any account unless where allowed by the conditions of this contract. In such cases the contractor shall have to submit a claim in writing to the Engineer-in charge within one month of the cause of such claim occurring.

CLAUSE 17: Action & compensation in case of bad work:

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

same at such reduced rates as he may fix therefore.

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

Clause 17A: Defect liability period:

The contractor shall be responsible to make good and remedy at his own expense any defect which may develop or may be noticed or noticing such items which are not up to the quality standards stipulated in tender documents before the period mentioned hereunder. The contractor shall be responsible to repair/ reconstruct such items at his own expense so as to maintain quality as prescribed in tender specifications for the entire period as hereunder. The Engineer-in-charge shall give the contractor a notice in writing about the defects/ discrepancy and the contractor shall make good the same within 15 days of receipt of the notice. In case of the 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 defect liability period shall be as under for **Original Building Works:**

One (1) years or elapse of one monsoon periods from the certified date of completion whichever is grater. (As per Govt. of Gujarat, R & B Department Circular No. PRCH-102013-2076/2759/N, Dt. 27-05-2013-Copy enclosed) and it will be applicable.

The defect liability period shall be as under for **Building Works of Repairing-Renovation:**

(a) For all works costing Rs. 50000 (amount put to tender) or less, the period shall be Three months from the certified date of completion.

(b) For all work costing more than Rs. 50000 and up to Rs. 100 Lacs, the period shall be One year or elapse of one monsoon period from the certified date of completion, whichever is later.

(c) For major projects costing more than Rs. 100 Lacs, the (amount put to tender), the period shall be Three years from the certified date of completion which should include Three monsoon.

For the purpose of deciding the monsoon period, the 30th September may be treated as the last date. (Govt. of Guj. R&B Dept. Circular No. : PRCH/ 102008/ (2076)/ N Dtd. 31/12/2009)

Clause 17 B: Free Maintenance Guarantee Period:

The Scope of works also includes one year's free Maintenance Guarantee Period from the certified date of the works. During this period, the contractor shall be responsible to make good and remedy at his own expenses any defect which may develop or may be noticed for the work carried out by him or due to the reasons attributed to him. The Engineer-in-charge shall give the contractor a notice in writing about the defects with remedial majors and the contractor shall make good the same within period specified in the notice. In case of failure on the part of the contractor to carry out the instructions of Engineer-in-charge, the Engineer-in Charge may rectify

or remove or re-execute the works at his 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 to words the expenses, if any, incurred by him in rectification, removal or re-execution. The contractor shall immediately recoup the amount so spent such that at any given time the security deposit shall be maintained as laid down in the clause 1 of the contract. If contractor fails to recoup the amount of security deposit then Engineer-in-charge shall be entitled to recover the amount spent over the above the amount of security deposit. **The contractor shall furnish the Guarantee Bond as directed by Engineer-in-charge on stamp paper of Rs. 300/-**

CLAUSE 18: Work to be open to inspections –Contractor or responsible agent to be present:

All Works under or in course of execution or executed in pursuance of the contract shall, at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the Contractor shall, at all times during the usual working hours, and all other times for which reasonable notice of the intimation of the Engineer-in charge or his subordinate to visit the works shall have been given to the contractor , either himself be present to receive orders and 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.

CLAUSE 18 A: Employment of a qualified site Engineer by the Contractor

The Contractor shall employ full-time technically qualified staff during the execution of this work as under:

- 1 Two graduate Civil Engineers and three diploma Civil Engineers when cost of the work to be executed is more than Rs.50 lakhs.
- 2 One graduate & two Diploma, Civil Engineers when the cost of the work to be executed is more than Rs.15 lakhs but less than Rs.50 lakhs.
- 3 Minimum one Diploma Civil Engineer when the cost of work is less than Rs.15 lakhs but more than Rs.5 lakhs.
- 4 Minimum two Diploma Civil Engineers for the work when the cost of work to be executed is less than Rs. 5 lakhs. The Engineer so employed for the Government work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with other duty except this work.

In case the contractor or partner of the contractor firm is a Civil Graduate Engineer, Employment of separate Engineer will not be necessary provided that the Engineer partner himself attends the execution of the work on the site.

CLAUSE 19: Notice to be given before work is covered up:

The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions there of taken before the same is so covered up or placed beyond the reach of measurement and if any work shall be covered up or

placed beyond the reach of measurement without such notice having 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 expenses and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

CLAUSE 20: Damage to contract work-in-progress and damages to surrounding properties

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

CLAUSE 20A: Damages due to acts of God and unprecedented floods

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of God, such as "Unprecedented flood", volcanic eruption, earthquake or other convulsion of nature and other acts such as but not restricted to general strike, invasion, the acts of foreign countries, hostilities, or war like operations before or after declaration of war, rebellion, military or usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person. Note: "Unprecedented flood" means the flood crossing the High Flood Level of the past Fifty Year(s) which is on the available record.

CLAUSE 21: Contractor to supply plant, ladders, scaffolding etc. And is liable for damage arising from non-provision of lights, fencing etc.

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

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

CLAUSE 21A: Regulations for scaffolds, working platforms, gangways and stairways

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

- (a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- (b) A scaffold shall not be constructed, taken down or substantially altered except
 - (i) Under the supervision of a competent and responsible person.
 - (ii) Appointed by contractor and by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and all ladders shall
 - (i) Be of sound material
 - (ii) Be of adequate strength having regard to the loads and strains to which they will be subjected and
 - (iii) Be maintained in proper condition
- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.
- (g) Scaffolds shall be periodically inspected by a competent person.
- (h) Before allowing a scaffold to be used by his workmen, the Contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation herein specified.
- (i) Working platforms, gangways shall –
 - (i) Be so constructed that no part thereof can dig unduly or unequally.
 - (ii) Be/so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripling or slipping and
 - (iii) Be kept free from any unnecessary obstruction.
- (j) In the case of working platforms, gangways working places and stairways at a height exceeding 2.00 Mt. (To be specified)
 - (i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - (ii) Every working platform and every gangway shall have adequate width, and
 - (iii) Every working platform, gangway, working place and stairway shall be suitably

fenced.

(k) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the access of person or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or material.

(l) When persons are employed on a roof where there is a danger of falling from a height exceeding 3.00 Mt. (to be specified) meters suitable precaution shall be taken to prevent the fall of persons or material.

(m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.

(n) Safe means of access shall be provided to all working platforms and other working places.

CLAUSE 21B: Regulations for hoisting appliances

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

(a) Hoisting machines and tackle including their attachments, anchorages and supports shall

(i) Be of good mechanical construction, sound material and adequate strength and free from patent defect, and

(ii) Be kept in good repair and in working order

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.

(c) Hoisting machines and tackles shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by Engineer-in-charge.

(d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.

(e) Every crane driver or hoisting – appliance operator shall be properly qualified.

(f) No person who is below age of 15 years shall be in control of any hoisting machine, including any scaffolds, nor shall give signals to the operator.

(g) In the case of every hoisting machine and of every chain, ring hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.

(h) Every hoisting machine and all gears referred to in preceding regulation shall be plainly marked with the safe working load.

(i) In the case of hoisting machine having a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated.

(j) No part of any hoisting machine or gear referred to in regulation ‘g’ above shall be loaded beyond the safe working load except for the purpose of testing.

(k) Motors, gears, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with sufficient safeguards.

(l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.

(m) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.

CLAUSE 22: Measures for Prevention of Fire:

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

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

CLAUSE 23: Liability of contractors for any damages done in or outside work area:

Compensation for all damage done intentionally or unintentionally by Contractor's laborers whether in or beyond limits of Government property including any damage caused by the spreading of fire mentioned in the clause 22, shall be estimated by the Engineer-in-charge, or such other Officer as he may appoint and the estimates of the Engineer-in-charge , subject to the decision of the Superintending Engineer, on appeal , shall 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 prescribed in clause 1 or deducted by the Engineer-in charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

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

CLAUSE 24: Deleted**CLAUSE 25: Deleted****CLAUSE 26: Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent:**

The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceeding to get himself be adjudicated an 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 employ of Government 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 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 be absolutely at the disposal of Government and the same consequence shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to

recover or be paid for any work therefore actually performed under contract.

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

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether any damage has or had not been sustained.

CLAUSE 28: Change in the constitution of firm to be notified:

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

CLAUSE 29: Works to be under directions of Superintending Engineer:

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

CLAUSE 30: (1) Disputes to be referred to Tribunal:

The disputes relating to this contract, so far as they relate to any of the following matters, whether such disputes arise during the progress of the work or after the completion or abandonment thereof, shall be referred to the Arbitration Tribunal, Gujarat State. (I) The rates of payment under clause 5 for any tools, materials and stores, in or upon the works of the site thereof or belonging to the contractor or procured by him an intended to be used for execution of the work or any part thereof possession of which may have been taken by the Engineer-in-charge under the said clause-5

(ii) The Reduction in rates made by the Engineer-in-Charge under clause 9 from the items of works not accepted as completed fully in accordance with the sanctioned specifications.

(iii) The rate of payment for any class of work which is included in the additional or altered work carried out by the contractor in accordance with the instructions of the Engineer-in-Charge under clause 14 and the rates for which is to be determined under the said clause 14.

(iv) The rates of payment for materials already purchased or agreed to be purchased by the contractor before receipt of notice given by the Engineer-in-Charge under clause 15, and/or the amount of compensation payable to the contractor under the said clause for loss in respect of such materials.

(v) The amount of compensation which the contractor shall be liable to pay under clause 17 in the event of his failure to rectify, remove or reconstruct the work within the period specified in the written intimation or the amount of expenses incurred by the Engineer-in-Charge under the said clause 17 in rectifying, removing or re-executing the work or in removing and replacing the materials or articles complained of.

(vi) The reduction of rates as may be fixed by the Engineer-in-Charge under clause 17 for the inferior work or materials as accepted or made use of.

- (vii) The amount of compensation payable by the contractor for damages as estimated and assessed under clause 23. (viii) The amount payable to the contractor for the work carried out under clause 33 in accordance with the instructions and the requirements of the Engineer-in-Charge in a case where there are no specifications.
- (2) The provision of Section-21 of the GPWD dispute Arbi. Tribunal Act –92 & order issued by the Govt. in connection with this Act will now apply for Arbitration (As per Government in N. & W.R.D. letter no. SUT/1090/2679/K2 dated. 9/2/94.
- (3) The provision of Arbitration Act „shall in so far as they are inconsistent with the provision of this act cease of to apply to any dispute arising from a works contract and all arbitration proceedings in relation to such dispute before an arbitrator, court of authority shall stand transferred to the Tribunal.
- (4) The awards declared by the arbitrator should be speaking award, giving reasons and calculations for every item of claims. The decision will have to be implemented by all the departments of the State Government and Public Sector Enterprises of Gujarat. (Resolution F. D. No. PB/1088/735/KT/Sachivalaya/Gandhinagar 5th October 1988.)
- (5) In case of dispute leading to the contractor or Government of Gujarat approaching to Court of Law, it shall be within the jurisdiction where the site of work is situated.
- (6) The reference to arbitration proceeding under this clause shall not
- (i) Affect the right of the Engineer-in-charge under clause 5 to take possession of all or any tools plants materials and stores in or upon the works of site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
 - (ii) Preclude the Engineer-in-charge from utilizing the materials purchased by the contractor in any work or from removing such materials to other places, during the period the work is stopped or suspended in pursuance of notice given to the contractor under clause 15
- (iii) Entitle the contractor to stop the progress of the work or the carrying out the additional or altered work in accordance with the provisions of clause 14 or as the case may be or clause 33.

CLAUSE 31: Deleted

CLAUSE 32: Lump sum in estimates:

When the estimate on which a tender is made includes lump sum in respect of part of the 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 may, as 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 33: Action where no specifications:

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

charge.

CLAUSE 34: Definition of work:

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

CLAUSE 35: Non refund of quarry fees & Royalties:

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

Clause 36: Compensation under the workmen’s compensation Act:

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

CLAUSE 36-A Liability of the contractor in case of accidents

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

Clause 36-B: Arrangements for personal safety requirements and first aid

The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the person employed on the site and shall maintain the same in suitable condition for immediate use at any time and shall comply with the following regulations in connection therewith. The workers shall be required to use the equipment so provide by the Contractor and Contractor shall take adequate steps to ensure proper use of the equipment by those concerned. When work is carried on in approximates to any place where there is a risk of drowning all necessary equipment shall be provided and kept for use and all necessary steps shall be taken for the prompt rescue of any person, in Tapi area. Adequate provision shall be made for prompt first aid treatment of all injuries to be sustained during the course of the work.

Clause 37: Quantities in the tender to be considered approximate and they are subject to variations

The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the tender. In the case of increase in the quantities by more than 30% the new rate will be paid to the contractor for the quantities in excess of 30%. The rates for the increased quantities as aforesaid will be fixed in the manner specified in **clause – 14**

Clause 38: Employment of famine or other labour:

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

Clause 39: Claim for compensation for delay in starting the work

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

Clause 40: Claim for compensation for delay in the execution of work

No claim for compensation shall be allowed for any delay in execution of the work on account of water standing in borrows pits or compartment. The rates are inclusive of hard or cracked soil, excavation in mud, sub soil water or water standing in borrow-pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.

Clause 41: Entering upon or commencing any portion or work:

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

Clause 42: Minimum age of person employed:

(I) No Contractor shall employ any person who is under the age of 18 years.

Clause 42(1): The employment of donkeys and / or other animals and the payment of fair wages: For Asphalt work(s) as far as possible,

- (i) Only the adult persons should be employed by the contractor. If the adult person are not available, then the children below the age of 15(Fifteen years) should not be employed under any circumstance.
- (ii) No contractor shall employ donkeys or other animals with branching of string or thin rope. The branching must be at least three inches wide and should be of tape (Newer).
- (iv) The Engineer-in-charge or his agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion work by such removal.
- (v) The Contractor shall pay fair and reasonable wages to the workman employed by him in the contract undertaken by him in the event of any dispute arising between the Contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Engineer-in-charge who shall decide the same. The decision of the Engineer-in-charge shall be conclusive and

binding on the Contractor, but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Government at the section tender rates.

- (vi) Government at the sanctioned tender rates. The contractor shall provide drinking water facilities to the workers/ laborers employed on Government works. Amenities relating to sanitation shall also be provided to the workers/laborers employed on works (in urban areas). If the contractor fails to comply with these provisions, the Engineer-in-charge shall give notice in writing and if the contractor does not provide this facility to the workers/ laborers within a period of ten days from the date of the notice in writing, the Engineer-in-charge shall thereupon make the arrangement for drinking water at the cost of the contractor.
- (vii) The Contractor shall provide the amenity of proper shade and shelter to the workers/ labourers and their children on Government works as soon as the work starts. If the contractor fails to provide shed and shelter, the Engineer-in-charge shall provide the same at the cost of contractor.

Clause 43: Method of payment:

Payment to contractor shall be made by cheque drawn on any treasury within the division convenient to them, provided the amount exceeds Rs. 10. Amount not exceeding Rs. 10 will be paid in cash.

Clause 44: Deleted

Clause 45: Employment of scarcity labour:

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

Clause 46: Deleted

Clause 47: Rates inclusive of Sales Tax, Labour Cess and all statutory taxes

The rates to be quoted by the Contractor must be inclusive of sales tax, Labour Cess and all statutory taxes applicable. No extra payment on this account will be made to the contractor. **Except GST All Taxes Are Included GST Shall Be Paid Extra As per New 2024-25 Sor**

Clause 48: Employment through Employment Exchange and local labour

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

Clause 49: Fair Wages:

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

Clause 50: Deleted**Clause 51: List of Machinery:**

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

Clause 52: Liabilities of contractor for idleness of Road Rollers deployed by the Department on contract work

(I) In case, the roller deployed by Department for the use on contract work is kept idle by the contractor for want of adequate labour and materials, the contractor will have to pay rental charges as per prevailing rules even though the items of rolling and watering are to be carried out by the department.

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

Clause 53: Local labour on normal rates:

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

Clause 54: Land on Hire and rental charges

Rent will be recovered from the contractor for the land given to them for stacking materials as well as for construction of temporary hutments etc. Land measuring Charges

- 1 One hectare or less Rs. 05 per month
- 2 More than 1 hectare & up to 2 hectares Rs.10 per month
- 3 More than 2 hectare & up to 3 hectares Rs.15 per month
- 4 More than 3 hectare & up to 4 hectares Rs.20 per month

Clause 55:

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

Clause 56:

- 1 Huts:** The contractor shall build sufficient number of huts on a suitable plot of land for the use of the laborers according to the following specifications.
- (1) Huts of bamboos and grass may be constructed.
 - (2) A good site shall be selected. High ground removed from jungle but well provided with tress shall be chosen wherever it is available. The neighborhood of rank jungle, grass or weeds should particularly be avoided. Camps should not be established close to large cuttings of earth work.
 - (3) The lines of huts shall have open spaces of at least 10 m. between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.
 - (4) There should be no over-crowding. Floor spaces at the rate of 2.8 Sq.mt. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
 - (5) The contractor must find out his own land. If he wants Government land, he should apply for it and pay assessment for it.
- 2 Drinking Water:** The contractor shall as far as possible, provide an adequate supply of chlorinated pure potable drinking water for the use of labourers. This provision shall be at the rate of not less than 4.5 liters per head. No provision need-be made where there is a suitable nala, river or well within 0.4 km of the camp. However arrangement should as far as possible, be made to chlorinate water by chlorinated tables for it is allowed for drinking purpose.
- 3** The contractor shall construct semi permanent latrines for the use of Laborers on the following scale, namely
- (a) Where female are employed, there shall be at least one latrine for every 25 females.
 - (b) Where males are employed there shall be at least one latrine for every 25 males provided that where the number of males or female exceed 100 , it shall be sufficient if there is one latrine for every 25 males or females , as the case may be up to the first 100 and one for every 50 thereafter.
- 4 Privacy in latrines:** Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- 5 Notice to be displayed outside latrines and urinals:** (1) where workers of both sexes are employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority f the workers For Men Only or For Women Only: as the case may be. (2) The notice shall also bear the figures of a man or of women, as the case may be.
- 6 Urinals:** There shall be at least one urinal for male/female workers up to 50 employed at a time. Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 males or females or part thereof.
- 7 Latrines and Urinals to be accessible:** (1) the latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment. (2) (I) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times (ii) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

- 8 **Water for latrines and urinals:** Water shall be provided by means of pipes or tanks or the rise, so also be conveniently accessible in or near the latrines and urinals.
- 9 **Bathing and washing places:** (1) the contractor shall construct sufficient number of bathing places every unit of 20 persons being provided with a separate bathing place. (2) Washing places should also be provided for the purposes of washing clothes. Every unit of 30 persons shall have at least one washing place. (3) Such bathing and washing place should be suitably screened and separate places provided for male and female workers. (4) Such facilities shall be conveniently accessible and shall be kept in clear and hygienic condition.
- 10 **Drainage:** The contractor shall make sufficient arrangement for draining away the sewerage water as well as water from the bathing and washing places and shall dispose off this waste water in such as way as not to cause nuisance. The contractor should obtain a permission from the Gujarat Water Pollution Control Board, Gandhinagar if Water is so be drained in river or near the well. The contractor would put malaria oil once in a week in stagnant water round about the residence.
- 11 **Medical facilities:** The contractor shall engage a medical officer with a traveling dispensary for a camp having 500 or more persons if there is no Government or other private dispensary situated within 6 km from the camp.
- 12 **Conservancy and cleanliness:** The contractor shall provide the necessary staff for effecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-in-charge. At least one sweeper per 200 persons should be engaged. Conservancy staff should dump refuse in compost pit, away from the labour camp.
- 13 **Health Provisions:** The District Health Officer of the District or the Deputy Director of Health Service shall be consulted before opening a labour camp and his instructions on matters, such as the water supply, sanitary convenience, the camp-site, accommodation and food supply shall be followed by the contractor.
- 14 **Precautions against epidemic:**
 - (a) The authorities in charge of the colonies should get the laborers inoculated against cholera and plague and vaccinated against smallpox at the time of recruitment, if they are not inoculated or vaccinated within 6 months or 3 years respectively prior to the date of recruitment.
 - (b) When, in any labour camp there is an epidemic disease or is threatened with such an outbreak, the authorities in charge of the labour camps should ensure that all the inmates of the labour colonies are inoculated or vaccinated as the case may be , depending on the diseases, within 72 hours after the outbreak.
 - (c) The authorities in charge of the labour colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day of the outbreak, of the Mamlatdar of the Taluka, the District Health officer or to the Deputy Director of Public Health in charge of that area and the Director of Public Health. Thereafter they should continue to send daily reports to the above officers in the prescribed form regarding the progress of the epidemic disease.
 - (d) When the authorities in charge of the labour colony suspect or have reason to believe that any immediate of the labour colonies is suffering from the infectious or contagious disease , they shall forthwith arrange for the segregation of such persons to isolated huts to be specifically provided for the purpose and also for their treatment
 - (e) As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labour colonies should report promptly the occurrence of unusual incidence of cases of malaria and also inform the District Health Officer of the District, Deputy Director of Public Healthy (Malaria) and the Director of Public

Health and also arrange to institute all necessary anti malarial measures as may be advised by the officials of the Public Health Department.

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

CLAUSE 57: Contractor shall have to arrange for the supply of gumboots. Hand gloves, mask etc. invariably to the laborers/workers engaged by the contractor on asphalt work.

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

CLAUSE 59 Price variation clauses:-

~~Price variation: For (A) Labour (B) Materials and (C) P.O.L. The amounts payable to the Contractor for the work done shall be adjusted for increase or decrease in the rates of labour/materials excepting those materials supplied by Government as per Schedule A and P.O.L. as under:-~~

~~(A) Labour: Increase or decrease in the cost due to Labour shall be calculated quarterly in accordance with the following formula:~~

~~$$VI = 0.75 \times \{(pl/100) \times R \times (i - io/io)\}$$~~

~~VI = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for labour.~~

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

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

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

~~io = the average consumer price index for industrial workers for the quarter in which tenders _____ were _____ opened _____ (as _____ published in*.....)~~

~~i = the average consumer price index for industrial workers for the quarter under consideration.~~

~~Pi = Percentage of labour components (specified in Schedule 48.0 %) of the item.~~

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

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

~~$$Vm = 0.75 \times \{(Pm/100) \times R \times (i - io/io)\}$$~~

~~Vm = Increase or decrease in the cost of work during the quarter under consideration~~

due to changes in the rates of material.

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

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

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

~~io = the average wholesale price index "(all commodities) for the quarter in which tenders were opened, (as published in~~

~~i = the average wholesale price index (all commodities) for the quarter under consideration.~~

~~Pm = Percentage of material component (specified in schedule 50.0%) of item~~

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

~~(C) P.O.L.: The increase or decrease in the cost of petrol, diesel, oil, and lubricants shall be calculated~~

~~Quarterly in accordance with the following formula~~

$$\text{Vd} = 0.75 \times \{(pd/100) \times R \times (D - Do)/Do\}$$

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

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

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

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

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

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

~~Pd = Percentage of P. O. L. Component (specified in schedule) 2.00 % of the item.~~

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

~~(1) No adjustment shall be done for the work done in the first twelve months of the time limit. Adjustment payable/ recoverable will be calculated for the remaining work done during the subsequent period.~~

~~(2) The sum total price adjustment for A, B and C will be limited to 5.00% of the estimated cost of work put to tender less the cost of Materials supplied from the Departmental store to the Contractor at fixed rate as specified in schedule A and cement, steel and asphalt valued at input rates mentioned as under on which the sanctioned estimate is based. When clause 60A (B-1) 59A (B-2) is not deleted.~~

Name of Materials	Quantity	Input rate per ton
Cement	00.00 M.T.	Rs. 00.00 per M.T.

TMT Bars	00.00 M.T.	Rs. 00.00 per M.T.
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- ~~(3) The quarter referred to in the above formula shall mean the quarter of the calendar year January to March, April to June, July to September and October to December. Even if the tenders are opened in the middle of a quarter, the average index for the calendar quarter will be considered. The same principle would apply for identifying the quarter when the work is completed in the middle of calendar quarter.~~
- ~~(4) The value of extra items will be excluded for working out the value of 'R' in the above formula in all these cases.~~
- ~~(5) Intermediate payment of escalation to be made under this clause on each occasion shall be limited in such a manner that the total up-to-date payment of escalation will not exceed the proportionate percentage of the ceiling of escalation as related to the proportionate value of the contract cost.~~
- ~~(6) Price adjustment shall be applicable only for the work that is carried out within the stipulated time or extensions thereof as are not attributable to the contractor. No claims for price adjustment other than those provided herein shall be entertained.~~
- ~~(7) This clause will be applicable in respect of works which of the estimated cost put to tender is above Rs. 25.00 lacs and the time limit involved is more than 18 Months.~~

CIAUSE 59A Price Variation for Cement and Steel brought by Contractor:

~~The amounts payable to the contractors for the work done involving use of cement and steel when these materials are not supplied by the Government as for schedule A shall be adjusted for increase or decrease in the rates of these materials as under :-~~

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

~~The star rates for cement, tor steel to be brought by the Contractor shall be considered Ex supply Depot/Go down as under:~~

Name of Materials	Quantity	Star rate per ton	Remarks
Cement	00.00 M.T.	Rs 00.00 per M.T.	Month in which DTP approved is JUNE 2026
TMT Bars	00.00 M.T.	Rs. 00.00 per M.T.	

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

- ~~I. For Cement, Price of cement from authorized dealer should be obtained for the month in which the D. T P. s are approved & mentioned as star rate before issue of tender copy.~~
- ~~II. For steel & H. Y. S. D. bars, rate of SAIL should be obtained for the month in which the DTPs are approved and mentioned as star rate before issue of tender copy.~~
- ~~III. For basic index specific month in which the DTPs are approved should be mentioned before issue of tender copy.] The fluctuations in rates of cement and steel shall be adjusted in the bills payable to the contractors as under:-~~

$$A = B \times \{(C1/C0) - 1\} \times D$$

A = Difference of Amount payable or recoverable-

B = Star rate of steel / cement / asphalt-

C1 - The (quarterly) average corresponding index for steel, cement, asphalt for the quarter under consideration-

(As published in monthly bulletin of Reserve Bank of India)-

C0 - Price index of cement/steel asphalt for the month in which the DTPS are approved published in monthly bulletin of Reserve Bank of India)-

D - Qty. of cement / steel / asphalt actually brought by the contractor on site of work and consumed in the work during the quarter duly supported with bill as recorded in cement consumption register or MB (for steel)

Conditions for variation in prices of cement and steel only:

1. No Ceiling for escalation for difference in the cost of steel and cement will be applicable.-
2. This clause shall be operative from the date of issue of work order and up to the expiry of original and extended time limit.-
3. This formula shall be used individually for cement/mild steel and Tor steel for calculating adjustment.-
4. The cement and steel brought by the contractor on site of work shall be used only after the same is tested by the Department.-
5. If such materials are not found as per the requirement of I. S. specification, the same shall be removed by the contractor for which no claim shall be entertained.-
6. This clause will be applied to the work estimated to cost above Rs. 15 lacs.-

Conditions for variation in rates of asphalt only:

1. The Contractor shall procure asphalt directly from refinery only.-
2. The Contractor will not be furnished "P" form for purchase of quantity of asphalt required for this work.-
3. The Contractor will have to produce in original all the gate passes issued by the refinery and also the bill in original to the Engineer in charge.-
4. The number of transport tanker carrying the asphalt shall be furnished by the contractor.-
5. The test certificate regarding the grade of asphalt as well as test result of asphalt from GERI Laboratory or other Laboratory approved by R & B Department shall have to be produced.-
6. The difference between two actual rates of purchase as per original bill of the refinery produced and the star rate as indicated below for the quantity of asphalt actually used in the work. This difference shall be payable / recoverable for the asphalt consumed in the work executed during original and extended time limit, if time limit is extended for reasons of delay attributable to the Department. This difference is not payable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor-
7. The difference will be payable/recoverable from the date of issue of work order and this price variation will not be subject to any ceiling.-

No advance payment or secured Advance will be payable against asphalt. (Authority R & B D GR No. TNC-1089 (4)-C, dated 31-08-1991 modified vide G.R.s of even numbers, dated 5-10-1991 & 7-4-1992 and G.C. No STR-1097-182/H dated 27-11-97, 21-11-98 and Misc-1093-UO-53-40-C dated 16-6-2001 of R & B D and G.C. No STR-102001-M.34-29-H dated 2-2-07 of R & B D)

CLAUSE 60: FENCING AND LIGHTING:

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

CLAUSE 61: LIABILITY OF ACCIDENTS TO PERSONS:

Responsibilities and liabilities of the contractor under Workmen's Compensation Act are given in clause No.37 in addition following shall also apply:

- (a) On the occurrence of an accident, which result in death of workmen employed y the contractor or which is so serious as likely to result in death of any such workmen the contractor, shall within 24 hours of happening of such Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Government as a to the provisions of the said act in regard to such accident(s).
- (b) In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act. whether by the contractor or by the Government as principal Employer, it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the Contractor, such sum or sum of money as may, in the opinion of the Engineer-in-charge, be sufficient to meet such a liability, The opinion of the Engineer-in-charge shall be final regard to all matters arising under this clause.

CLAUSE 62: ACCESS TO SITE AND WORK ON SITE:

The Engineer may , if he considers fit form to time, enter upon any land(s) which may be in possession of the contractor this contract for the purpose of executing any work not included in this contract by agents or by other contractors, at this opinion and the contractor shall, in accordance with the requirements of the Engineer-in – charge , afford all reasonable facilities for execution of the work including occupation of lands by structure or otherwise for any other contractor employed by the Government and his workmen for the workmen of the Government who may be employed in the execution on or near the site of the work not included in the contract

or of any contract in connection with or ancillary to the work and in default, the contractor shall be liable to the Government for any delay or expenses incurred by reason of such default. Provided always that if damage arising. Make a statement of the same to the Engineer-in-charge who shall from time to time, assess the value in his judgment of such damage and goes Government shall from time to time pay to the contractor the amounts (if any) accepted as justified by the Engineer-in-charge :

CLAUSE 63: REPORTS REGARDING LABOUR:

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

- (i) A daily report in the suitable forms of the strength of labour, both skilled and unskilled employed by him on the work(s). The contractor shall increase or decrease the strength both skilled and unskilled. If directed by the Engineer-in-charge. The submission of such reports shall not, however, relieve the contractor of his responsibilities and duties regarding progress or any other obligation under the contract
- (ii) A classified weekly return in the suitable form of the number of person employed on the works during the preceding week.
- (iii) A weekly medical report in the suitable form showing the health of the contractor's camp. The number of persons ill or incapacities and the nature of their illness.
- (iv) A report of any accident, which may have occurred, to be sent within 24 hours of the occurrence.
- (v) Such other report as may be prescribed.

CLAUSE 64: Treasure Trove:

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

CLAUSE 65: Indemnity:

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

CLAUSE 66: Insurance of Labor:

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

State.

CLAUSE 67: Setting Out:

The contractor shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labour in connection therewith. If, at any time during the progress of the work, any errors, appear or arise in the position, levels, dimensions or alignments of any part of the work, the contractor, on being required to rectify such errors by the Engineer-in-charge shall at his own expense do so to the satisfaction of the Engineer-in-charge. If however, such error is based on incorrect data supplied in writing by the Engineer-in-charge, the expenses of rectifying the same shall be borne by the Department. The checking of and setting out of any line or level by the Engineer-in-charge or his representative shall not in any way, relieve the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all benchmark, site-nails, pegs and other things used in setting out of the work(s).

CLAUSE 68: Cement Register:

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

CLAUSE 69: Materials and Works Test Register:

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

CLAUSE 70: Progress Schedule:

- (a) The contractor shall furnish within one month (unless extended by the Engineer-in-charge) of the order to start the work, the progress schedule in quadruplicate indicating the date of starting. The monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of, procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Engineer-in-charge. Further the dates for the progress, as in this schedule shall be adhered to.
- (b) In case it is sound necessary, at any stage to alter the schedule. The contractor shall submit in good time a revised schedule incorporating necessary modification proposed and get the same approved from the Engineer-in-charge. No revised

schedule shall be operative without such acceptance in writing. The Engineer-in-charge is further empowered to ask for more detailed schedule or schedule, any by week, for any item or items and the contractor shall supply the same as and when asked for.

- (c) The Engineer-in-charge shall have, at all times, the right, without in any way vitiating this contract forming grounds for any claim, to alter the order of the work of any part thereof and the contractor shall after receiving such direction, proceed in the order directed. The contractor shall also revise the progress. Schedules accordingly and submit four copies of the revised schedule to the Engineer-in-charge within seven days of the said Engineer's direction to alter the order of works.
- (d) The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress-schedule, The working and shift shall comply with all the Government regulations in force and shall be such, as may be approved by the Engineer-in-charge and the same not be varied without the prior approval of Engineer-in-charge.
- (e) The contractor shall from time to time, as may be required by the Engineer-in-charge, furnish the Engineer-in-charge with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Engineer-in-charge may, if he considers necessary at any time advise alternation in the same, which the contractor shall adopt on notice thereof.
- (f) The progress-schedule(s) shall be in the form of progress chart, forms, statements and/ or reports as may be approved by the Engineer-in-charge. The contractor shall submit four copies showing the progress of the work in the form of a chart etc. at periodical intervals as may be specified by Engineer-in-charge.
- (g) The approval of the progress schedules by the Engineer-in-charge shall not relieve the contractor of schedule required by the Engineer-in-charge shall not entitle the contractor to any extra payment.

CLAUSE 71: Secured Advance (Deleted)

CLAUSE 72: (Deleted)

CLAUSE 73: (Deleted)

CLAUSE 74: (Deleted)

CLAUSE 75: License for Contract Labour

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

CLAUSE 76: Recovery of testing charges

The contractor shall have to born all the materials testing charges to be paid to the

Materials testing Laboratories.

CLAUSE 77: Recovery of Sales Tax

Advance VAT tax will be deducted at source from bill amount payable to contractor
As per the prevailing government law and will not compensated to the contractor
(GHN-14) VAT-2008 S-59-B(3)(1) TH

ANNEXURE: The information in the following annexure specimens should be furnished on separate letter pad if necessary.

ANNEXURE – 1

(Referred to in Condition No.-2 General Rules and Direction for the guidance of Contractors)

To

Place:

Date:

The Chairman/Secretary,
APMC Himatnagar **Himatnagar**

Details regarding my/our partners our Company (in the case of limited Company) Names, address(s), telephone number (s) income tax etc. are as under:

Sr. no.	Name(s) of Person/Partner Director of the company	Full address of the place of business (with pin code)	Telephone No.(s) (office)	Residential address(s) (Resi.)	Telephone Nos.	Full address of income tax office ward where income tax return is filed
1	2	3	4	5	6	7

I/We hereby agree to intimate to you about change if any, in the above-mentioned address (es) and telephone no. (s) Within Fifteen days of its occurrence till May/our deposit, for the said work paid by me/us is not returned to me/us.

Dated Signature of Tenderer

ANNEXURE – 2

ટેન્ડર આઈટમોના ભાવો ભરતી વખતે ગણતરીમાં લીધેલ મંજૂરીના તથા સ્પષ્ટીકરણમાં જણાવ્યા મુજબ માલસામાન અંગેના કામ ના સ્થળના પડતર ભાવો (દર)અંગેની વિગત. (આ વિગત ૩૦ લાખ કરતા ઉપરનાં કામમાં ભરી રજૂ કરવી ફરજીયાત છે.)

(અ)

(૧) કડીયા, સુથાર-પ્લમ્બર સ્કીલ્ડ કારીગરોનો દર રૂ.

(૨) ભીસ્તી, હેલ્પર વગેરે સેમી સ્કીલ્ડ કારીગરોના દર રૂ.

(૩) મજૂરો (સ્ત્રી-પુરુષ) અનસ્કીલ્ડ મજૂરોનો દર રૂ.

(૧) મકાનો

અ. નં	ટેન્ડર આઈટમ નંબર	માલસામાનની વિગત	યુનીટ	દર
૧.		ઈંટો	૧,૦૦૦ નંગ	રૂ.
૨.		પથ્થર ચણતરનો ખાણ લીડ	ઘ.મી.	રૂ.
		કપચી	૧૨મી. થી. ૨૦ મી.મી.	
૩.		ખાણ	ઘ.મી.	રૂ.
૪.		લીડ	કી.મી.	રૂ.
		રેતી પ્રાપ્તિ સ્થાન	લીડ કી.મી.	
૫.		લાકડું સાગીન્કટ સાઈઝ (સરેરાશ યાદી માટે)		
		(અ) બારી	ચો.મી.	રૂ.
		(બ)બારણા	ચો.મી.	રૂ.
		ફ્લોરીંગ ટાઈલ્સ	ચો.મી.	રૂ.
		પાલીસ કોટા સ્ટોન	ચો.મી.	રૂ.
		જાડાઈમી.મી.		
૬.		ગેલ્વેનાઈઝ પાઈપ		
૭.		(અ) ૨૫ મી.મી.	દર મી.	રૂ.
૮.		(બ) ૧૨ મી.મી.	દર મી.	રૂ.

(ર.) રસ્તાઓ કામના સ્થળ ઉપરના ભાવ

અ. નં	ટેન્ડર આઈટમ નંબર	માલસામાનની વિગત	ખાણ પ્રાપ્તિ સ્થાનનું નામ (સરેરાશ)	લીડ કી.મી.	યુનીટ	દર
		મુરમ હાર્ડ મુરમ			ઘ.મી. ઘ.મી.	

		રેતી મેટલ કપચી ૧૨ મી. મી. થી ૨૦મી. મી. પથ્થર પીચીંગ માટે			ઘ.મી. ઘ.મી. ઘ.મી. ઘ.મી. ઘ.મી. ઘ.મી.	
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(૩) હોટ મીક્ષના કામો માટે કામના સ્થળ ઉપરના પડતરના ભાવ

અ. નં	ટેન્ડર આઈટમ નંબર	માલસામાનની વિગત	યુનીટ	દર	રીમાર્ક્સ
૧.		કપચી	ઘ. મી.		ખાણ
૨.		ગ્રીટ	ઘ. મી.		ખાણ
૩.		બલ્ક આસ્ફાલ્ટ	મે. ટન		
૪.		ડામર કામની મજૂરી	મે. ટન		

(૪.) પુલોના કામો : કામના સ્થળ ઉપરના ભાવ

અ. નં	ટેન્ડર આઈટમ નંબર	માલસામાનની વિગત	ખાણ પ્રતી સ્થાન	લીડ કી. મી. (સરેરાશ)યુનીટ	યુનીટ	દર રૂ.
		મશીન કસડ			ઘ.મી	દર
		મેટલ			ઘ.મી	
		કપચી			ઘ.મી	
		ગ્રીટ			ઘ.મી	
		રેતી			મે. ટન	
		હાઈ				
		ટેન્સાઈલવાયર				

ઉપરોક્ત પરિશિષ્ટોમાં આપેલ દર ટેન્ડરમાં ભરેલ ભાવોની ચકાસણી અંગે હોઈ તે ખાતાને બંધનકર્તા રહેશે નહીં તેમજ તેના દર્શાવેલ ખાણ મથકેથી સ્પેશીફિકેશન મુજબનો માલસામાન નહીં મળે તો સ્પેશીફિકેશન પ્રમાણેનો માલસામાન ખાતુ માન્ય કરે તે અન્ય જગ્યાએ થી લાવી આપશું. જે માટે કોઈ વળતરનો કલેઈમ મુકવામાં આવશે નહિં.

Signature of Tenderer with Date. ઈજારદારની તારીખ સાથેની સહી

ANNEXURE – 3**PERFORMANCE BOND (See clause no. 1)**

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

Principal (Contractor) Surety (Bank)

Sum of bond (express in words and figures)

Contract No. and date of Contract

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

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

Construction of Security Cabin, Compound Wall, & Site Grading Work at Hansalpur Himmatnagar APMC

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

We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the validity of the said Contract, and that it shall continue to be enforceable till all the dues of the employer under or by virtue of the Contract have been fully paid and its claims satisfied or discharge or till the Employer certifies that the terms and conditions and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the

..... we shall be discharged from all liability under this guarantee thereafter. IN WITNESS WHERE OF, the above bounded parties have executed this instrument under their several seals on the date indicated above the name and corporate seal of each corporate partly being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

In the presence of witness

Principal

1.....as to (Seal)

2.....as to (Seal)

3.....as to (Seal)

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

..... affix Corporate Seal

Attested

Corporate surety

..... Business address

..... Affix by

corporate

Seal

..... Title

For and on behalf of the Employer

ANNEXURE - 4**LIST OF WORKS ALREADY COMPLETED BY THE TENDERER**

Sr. No.	Name Of Work	Place	Cost On Competition	Time taken in months To complete the work	Remarks
1	2(a)	2(b)	3	4	5

Note: Necessary certificate from office concerned shall be attached with the tender.

ANNEXURE – 5**LIST OF PLANT AND MACHINERY IN GOOD WORKING ORDER AVAILABLE WITH THE TENDERER**

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

ANNEXURE – 6**DECLARATION REGARDING WORKS ON HAND WITH TENDERER**

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

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

Note 2: Necessary certificate from the officer concerned shall be attached with the tender.

SCHEDULE-‘B’ અનુસૂચિ ‘બ’

Memorandum showing items of works to be carried out:

હાથ ધરવાનાં કામની બાબતો દર્શાવતી યાદી

(A) Total Estimated Amount

Rs. 4,498,753.00

(B) Percentage above /below Estimated amount = -----% (in figure) -----

(C) Net Tendered amount (A+/-B) = Rs.-----

In words (Rupees -----)

Note 1: All work shall be carried out as per Public Works Department Handbook and other Specifications of Division or as directed.**નોંધ ૧ :** બધું જ કામ બાંધકામ વિભાગની પુસ્તિકા અને ડિવીઝનની બીજી ખાસ વિગત મુજબ અથવા સૂચના પ્રમાણે કરી આપવાનું રહેશે.**Note 2 :** Rates quoted include clearance of site (prior commencement of work and at its close) in all respects and hold good for work under all conditions, site, moisture, weather etc. **નોંધ ૨ :** ટાંકેલા દરમાં, સ્થળની (કામના આરંભે અને પૂરું થાય તે વખતે) દરેક રીતે સાફસૂકી કરવાનો સમાવેશ થાય છે, અને તે દર તમામ પરિસ્થિતિ, સ્થળ, ભેજ, હવામાન વગેરે હેઠળ કામ અમલમાં રહેશે.

Signature of the Contractor

Chairman/Secretary,
APMC Himatnagar,

SCHEDULE - C*(See clause No. 2)*

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

Time Schedule of Completion

Percentage of time of the total time limit	Percentage of work	Rate of liquidated damages per day
1	2	3
Building work		
25 %	10 %	0.10 %
50 %	40 %	0.10 %
75 %	80 %	0.10 %
100 %	100 %	0.10 %

Signature of the Contractor

Chairman/Secretary, APMC Himatnagar,

NOTIFICATION FINANCE DEPARTMENT

Sachivalaya, Gandhinagar.

Dated the 1 st April 2008

GUJARAT No.(GHN-14) VAT-2008-S-59B(3)(1) –TH :-In exercise of the powers conferred
 VALUE by sub-section (3) of section 59B of the Gujarat Value Added Tax Act, 2003
 ADDED (Guj.1 of 2005), the Government of Gujarat hereby specifies the rate of tax for
 TAX ACT deduction at source, at the time of payment of whole or part of the specified sale
 2003. price, as mentioned in column 3 of the Schedule appended hereto in respect of
 each of the works contract mentioned in column 2 of the said Schedule.

SCHEDULE

SR. NO.	DESCRIPTION OF WORKS CONTRACT	RATE OF TAX
(1)	All kinds of works contract other than those specified in any of the following entries of this schedule.	2 percent
(2)	Processing of polyester textile fabrics including bleaching, dyeing and printing thereof	0.5 percent
(3)	(i) Works of roads of all kinds including work of paving, mixing, metalling, asphaltting and earth work. (ii) Works of building construction including Reinforced Cement Concrete and masonry work but excluding air conditioning, firefighting, interior works and electrical work if its total value exceeds ten percent of total value of works contract (Iii) Works of cross drainage structure and bridges. (iv) Works of digging and laying of pipelines of all kinds. (v) Works of dams, check dams, weirs, protection walls, canals and head works (vi) Works of excavation and mining. (vii) Works of construction of jetty, port and break water (viii) Works of construction of airport runway and landing strips (ix) Works of water storage structures including underground and overhead storage tanks	0.6 percent

By order and in the name of the Governor of Gujarat,

(.....)

Additional Secretary to Government

દેશમાં સરેલ અસામાન્ય હિંચા ઘણીના સંકલ્પે કમ પર પડતા બધે પર સિંગલ રાખવા તથા કામની નાણાકીય પ્રતિ સાથે સુમેલમાં રહે તે માટે જરૂરી જોગવાઈ કરવા બાબત

મુજરાત સરકાર
માર્કેટ અને મકાન વિભાગ
પરિપત્ર ક્રમાંક- ૫૨૫-૧૦૨૦૦૮-૪૧૭-સી
તા. ૦૩-૦૫-૨૦૧૩

સંબંધે લીધા- પરિપત્ર ક્રમાંક- ૫૨૫-૧૦૨૦૦૮-૧૬૧૩-સી તા. ૨૦-૧૧-૨૦૦૮

ખાખખ:-

દેશમાં સરેલ અસામાન્ય હિંચા ઘણીના સંકલ્પે કમ પર પડતા બધે પર સિંગલ રાખવા તથા કામની નાણાકીય પ્રતિ સાથે સુમેલમાં રહે તે માટે જરૂરી જોગવાઈ કરવા બાબત

સંધારો:-

"આ રીતે વીચરેલ રાખેલ રકમ ચસાધારણ નીચા જાય તોલેલ હોય તેવી આઈટમની નાણાકીય પ્રતિનિધ પ્રમાણસર રનીંગ બીલમાંની પુરી કરવાની રહેશે, જે કિલ્લામાં ચસાધારણ નીચા જાય તોલેલ હોઈપણ આઈટમ ન હોય તેવા કિલ્લામાં અસાધારણ સાચી જાય આઈટમની સામે વીચરેલ રાખેલ રકમ બાકી રહેતી જમણીની સાથે તેના પ્રમાણસર રનીંગ બીલમાંની પુરી કરવાની રહેશે"

તમામ સંબંધે લીધેલ પરિપત્ર નં ૫૨૫-૧૦૨૦૦૮-૪૧૭-સી રહેલ રકમમાં આવે છે.
ઉપરોક્ત સુધારાનો અમલ આ પરિપત્રની તારીખ પછી મંજૂર થાત ડી.કી.પી. માં મધ્યકપણે કરવાનો રહેશે.

(ચાર.કે.ચી.કે.)
માત્ર કમર પરના અધિકારી(સી.ઓ.)
માર્કેટ અને મકાન વિભાગ

પ્રતિ,
સર્વે અધિકારી ઈજનેરશ્રીઓ મા.મ. વિભાગ (પાટનગર યોજના વર્તુલ, નેશનલ ફાઈવે વર્તુલ સહિત).
સર્વે અધિકારી ઈજનેરશ્રીઓ (પંચાયત) મા.મ. વિભાગ.
સર્વે કાર્યાલયક ઈજનેરશ્રીઓ, મા.મ. વિભાગ.
સર્વે કાર્યાલયક ઈજનેરશ્રીઓ (પંચાયત), મા.મ. વિભાગ.

નકલ રવાના:-

૧. અગ્ર સચિવશ્રીના અંગત મહરનીસશ્રી, મા.મ. વિભાગ, સચિવાલય, યોધીનગર
૨. સર્વે મુખ્ય ઈજનેર અને યોધીઓ, મા.મ. વિભાગ,
૩. સર્વે નોનિક ઈપ સચિવશ્રીઓ, મા.મ. વિભાગ.
૪. ના.કે.ઈ.સી.ઓ., મા.મ. વિભાગ.
૫. ના.કે.ઈ.સી.ઓ., મા.મ. વિભાગ.
૬. ના.કે.ઈ.સી.ઓ., મા.મ. વિભાગ, કોલેક્ટર ફાઈલ
૭. રાખા સિલેક્ટ ફાઈલ - ૨૦૧૩

ક્રિ: ૦૫૦૮૦૫

