

FORM B-1

ફોર્મ બ-૧

GUJARAT STATE FOREST DEPARTMENT

ગુજરાત રાજ્ય – વન વિભાગ

ITEM RATE TENDER AND CONTRACT FOR WORKS

કામો માટેનું બાબત દરવાજુ ટેન્ડર અને કોન્ટ્રાક્ટ

Division – Deputy Conservator of Forests, Surendranagar Division, Surendranagar

Name of work:- Erection of Machaan At. place as instructed in Surendranagar Division.

**Date & Time of online
downloading**

19-06-2026

From

11:00

Hrs.

**Last date of Online
Submission of Tender**

02-07-2026

Upto

18:00

Hrs.

**Last Date of Submission
of Tender Fee/EMD And
other relevant documents in Division Office.**

03-07-2026

Upto

18:00

Hrs.

**Date & time of online opened at 12:00 hours on Dated. 04-06-2026 or thereafter as per
opening of tender administrative convenience**

Deputy Conservator of Forests
Surendranagar Division
Surendranagar

FOREST DEPARTMENT

1.Name of Project :-

2.Name of Work :- Erection of Machaan At. place as instructed in Surendranagar Division.

3.Tender Dates :

Bid Document Downloading Period From **Dt.19/06/2026 to 02/07/2026**

Pre Bid Meeting (if necessary) _____

Venue _____

Last Date& Time of online submission of Tender Dt.02-07-2026 upto 18:00 Hrs.

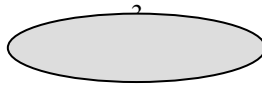
MEMORANDUM OF WORKS IN BRIEF

1)	Estimated Cost - અંદાજી કિંમત	Rs. 32,90,000/-
2)	Earnest Money - બાનાની રકમ (3%)	Rs.98700/-
3)	Validity period of tender offered	(Current Financial Year) from the date of opening of tender.
4)	Security Deposit (i) In the form of Demand Draft (On receipt of work order, D.D. Will have to be deposited.) (10%) (ii) To deducted from bills (0%)	Rs. 3,29,000/- Rs. 00.00
	Total 10%	Rs. 3,29,000/-
5)	Time allowed for completion of the work from the date of written order to commence	Before or on Date:31/03/2027 from the date of work order Received
6)	Other details (i) Mode of quoting rates in Schedule of items to be carried out. (ii) Tender Inviting Authority (iii) Tender Opening Authority	In figures as well as in words. Item Rate to be quoted for each item. Deputy Conservator of Forests, Surendranagar Office of Dy. Conservator of Forest, Near T.V. Relay Station, Surendranagar, Ta: Wadhvan, Dist: Surendranagar, 363001 Telephone No : 02752-283401

Signature of the Contractor :

Signature of Deputy Conservator of Forests,
Surendranagar Division, Surendranagar

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NOTICE INVITING TENDERS

1. Tenders are inviting on behalf of Governor of state of the Gujarat for The work as per page number one of the this Booklet. The work is estimated to cost of **Rs.32,90,000/-**. This estimate however, is given as a rough guide.
2. The work are required to be completed Before or on **Date: 31/03/2027 from the date of work order Received** as per the terms of the contract conditions.
3. The contractor whose names are borne of the approved list of contractors of Gujarat State R&B Dept/W.R.D.Registeredin"**E-1" Class or above** will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors. 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. Bid document can be downloaded & submitted in Electronic Format on online web site www.tender.nprocure.com from **Dt. 19-06-2026 11:00 Hrs upto 02-07-2026 18:00 Hrs.**
5. Tender documents consisting of conditions, specifications, Schedule(s) of quantities of the various classes of work to bedone, the conditions of contract etc. Could be download free of cost from website <https://rnb.nprocure.com> while submitting (uploading) the bid bidder has to pay tender fee of **Rs.2,500/-** in form of D.D. only in favor of Deputy Conservator of Forests, Surendranagar Division, Surendranagar.
6. Copies of other drawings and documents pertain to tender and signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tender at the following officer or his accredited representative will be open for inspection by tender at the following offices during working hours between the dates mentioned in clause4 above.
(a) E.E.,Forest Gujarat State, Junagadh Circle, Junagadh.
(b) Dy. Conservator of Forests, Surendranagar Division, Surendranagar.
7. Tenderers are 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 tender erimplies 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 bidder should quote his bid premium or rebate at the end of Schedule B. If he do not wish to quote premium or rebate, he should indicate "at par" in the blank space preceding "% above / below" in Schedule B. Thereafter he should work out and indicate the offered bid amount both in words and figures in Schedule B.
10. All rates shall be quoted on the tender form.
11. The tender for the works shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may and has/have tender for the same works. Failure to observe this condition shall render the tender of the contractor tendering, as well as of those witnessing the tender, liable to rejection.
12. The electronically offered bids will be **opened at 12:00 hours on Dated 04-07-2026 or thereafter as per administrative convenience** in the presence of bidders who may choose to remain present in the office of the bid opening Authority specified in bid documents.
13. Demand Draft for E.M.D. &Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. The submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received electronically. However for the purpose of realization of D.D. bidder shall send the original D.D.& all documents to **Deputy Conservator of Forests, Surendranagar Division, Surendranagar** before 03-07-2026 **18:00** hrs by any means. So as to reach **Deputy Conservator of Forests, Surendranagar Division, Surendranagar** on or before 03-07-2026 **18:00** hrs the day of the last date of opening. Rejective action for not submitting D.D. and documents in original by bidder shall be initiated.
14. The Governor of the State of Gujarat does not bind himself to accept the lowest or any tender or to give any reasons for the decision.
15. This notice of tender shall form part of the contract documents.

For and behalf of Governor for the state of Gujarat.

Date:

Signature.....

Designation.....

**FOREST DEPARTMENT
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 <https://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 as mentioned under:

<u>Sr.No.</u>	<u>Name of Certifying Agency</u>	<u>Website Address</u>
1.	(n) Code solution (G.N.F.C.)	www.gnvfc.com .
2.	Safecrypt	www.safescrypt.com .
3.	TCS	www.tcs.-ca.tcs.co.in
4.	MTNL	www.mtnltrustline.com

2.0 Competency of Tenderer:

No contract will be awarded except to responsible bidders capable of performing the class of work completed. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within the time stipulated. Tenderer may be required to furnish the tender inviting authority with the statements as to their experience and their financial status. Tenderer shall be 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 communications and access to and from the site of the 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 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 labor.

4.0 Payment of Tender fee and Earnest Money Deposit :

Demand Draft for E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. The submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received electronically. However for the purpose of realization of D.D. bidder shall send the original D.D. & all documents to **Deputy Conservator of Forests, Surendranagar Division, Surendranagar** before 03-07-2026 18:00 hrs by any means. So as to reach **Deputy Conservator of Forests, Surendranagar Division, Surendranagar** on or before 03-07-2026 18:00 hrs the day of the last date of opening. Rejective action for not submitting D.D. and documents in original by bidder shall be initiated.

5.0 Payment - The tenderer must understand clearly that the rates quoted are for completed works and include all costs due to labor, scaffolding paint, supervision, service work, power, royalties and octroy etc. and 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 and the tenderers will not be entitled subsequently to make any claim on the ground of misrepresentation or on the ground that he was supplied with information given by any person (whether the member is the employee of Public Works Department or not). Any failure on his part to obtain all necessary information for the purpose of making his tender and filling the several prices and rates therein shall not relieve him from any risks or liabilities arising out of or consequent upon the submission of the tender.

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 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 Deputy Conservator for the purpose of identification shall also be open for inspection by Contractor at the office of the Deputy Conservator during office hours. However Every 'blank' in the form of the e-tender and in the Schedule and Annexure must be filed up by the tenderer and must be submitted online.

7.0 Quoting of Rates :-

The Tenderer shall quote the rate per' unit for all items listed in Schedule B in figures as well as in words. Thereafter the system will work out the total amount of each item in Column No.7 of Schedule B and sum-up the total at the end of column NO.7 on each page and on last page of Schedule B. After striking the total of all items, he may give rebate if he

desires on the total amount so worked out and thereafter express in the figures, as the net amount of his offer which will be termed as "Tendered Amount".

The following rule shall apply only to the works having estimated cost above Rs. 100 lacs(Rupees One Hundred lacs). (G.R. R &BD No. TNC - 1777 - 281-C, dated 30-7-1992 may be referred to)

- (a) Tenderers 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 technical bid will be opened first online on or any other suitable time thereafter by the competent tender opening authority of the Government. Bidders who wish may remain present. The technical bid shall be evaluated first and wanting details, if any, and clarifications in respect of conditions if any will be called from the tenderers. In such case, the contractor will be required to submit clarification / details (including with respect to conditions if any) within the stipulated time allowed for the purpose. If the contractor does not furnish the wanting details /clarification in time, his tender would be liable for rejection.
- (e) 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. (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.
- (f) Ceiling amounts shall be binding on the contractors and are liable to be added to the tender amount.
- (g) The evaluations given by the contractor as modified by tender opening authority with the ceiling limit will then be intimated to all the **tenders**. 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 with 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 Tenderer may pay earnest money up to Rs. 50,000 in cash or in the form of Crossed Demand Draft or fixed deposit or fixed deposit at-call receipts with a validity period of not less than six months of Nationalized or Scheduled bank or Narmada/Shrinidhi F.D.Rs. drawn in favour of Deputy Conservator /Divisional Officer concerned. Earnest money by cheque &Bank Guarantee shall not be accepted. (vide R &BD G. R. No. TNC/ 1090/(100) (4)-C, dated 4-11 -2000). However in respect of the works estimated to cost above Rs. 50 lacs, the amount of earnest money in excess of Rs. 50,000 can be offered by the contractor, at his choice, in the form of Bank Guarantee of the Scheduled or nationalized Bank only. The Bank Guarantee in such cases will be furnished in the following form. In such cases also, the amount of earnest money first Rs. 50,000 will be paid only in the form of cash or crossed demand drafts or fixed deposit receipts or deposit at call receipts worth the validity period of not less than 6 months of the nationalized or Scheduled or Narmada/Shrinidhi F.D.Rs.

If the contractor does not turn up to pay the Security Deposit and execute contract agreement within specified (or extended) time after intimation to him about acceptance of his offer, the earnest money paid for this work will be forfeited according to Clause-1 of this tender form tenderer's tender shall be rejected and then according to aforesaid provision of tender, action to blacklist the Contractor will be initiated without Delay. (Vide R &B D G.R. No. Misc.1097 -90-1091/97 -Z/C dated 04-10-97& Parach-102008-5-C-Partfile dated 27-11-08).

Signature of the Contractor

Signature of Deputy Conservator of Forests,
Surendranagar Division, Surendranagar

Bank Guarantee is permissible only when the estimated cost of work is more than Rs. 50 lacs.

BANK GUARANTEE

Where as M/s. _____ (hereinafter called the Tenderer)

is desirous and preferred to tender for works in accordance with the terms and conditions of tender for the work of _____ and where as We, Bank, agree to give the tenderer a guarantee for the Earnest Money.

1. Therefore, we hereby affirm that we are guarantors on behalf of the Tenderer upto total rupees _____ in words) Rs. _____ (in figures) and we undertake to pay to Deputy Conservator _____ Division _____ Department of Government of Gujarat _____ upto his first written demand, without demur, without delay and without the necessity of a previous notice of judicial or administrative procedures and without the necessity to prove to the Bank the defects or shortcomings or debits of the contractor any sum within the limit of Rs. _____.
2. We further agree that the Guarantee herein contained, shall remain in full force and effect during the period that would be taken for the acceptance of tender.
However, unless a demand of claim under this guarantee is made on us in writing on or before the _____ (Date to be specified - will not be less than 180 days from the stipulated date of receiving the tender) we shall be discharged from all liabilities under this guarantee thereafter.
3. We undertake not to revoke the guarantee during its currency except with the previous consent of the Deputy Conservator _____ Division _____ in writing.
4. We lastly undertake not to revoke the guarantee for any charge in constitution of the Tenderer or of the Bank.

Date

Signature & Seal of Guarantor _____

Bank Address _____

- 8.2 The Earnest Money submitted in the form of Deposit-At-call receipt shall need minimum validity of six months from the last date of online submission of tender. Tender not supported with tender fee, Earnest Money & documents and not submitted in electronic format (by scanning) while uploading the bid shall be rejected as NON-Responsive. If the tenderer modifies or withdraws his tender, the Earnest Money shall be forfeited and the tenderer may be disqualified from tendering for future works under the Government.
- 8.3 The Earnest Money will be returned to the unsuccessful tenderers. The Earnest Money will be returned to the successful tenderer after he furnishes security deposit and duly enters into the contract.
- 8.4 Within time as maybe decided by the Tender Inviting Authority from date of receipt of the Letter accepting his tender, the successful tenderer shall furnish the required security deposit and attend the office of the Tender Inviting Authority for execution of the contract documents. If he fails to furnish the security deposit or execute the contract document, his Earnest Money shall be forfeited and action to blacklist the contractor will be initiated without delay (Vide R & B.D. G. R. No. Misc. 1097-90-1091-97 -Z/C dated 4-10-97)
- 9.0 Accompaniments of Tender: (to be submitted in electronic format only through on line (by scanning) as duly certified true copies)**
The contractor shall have to furnish:
 - (i) Demand Draft of Tender fee and Earnest Money.
 - (ii) Copy of Partnership Deed or Memorandum as well as Articles of Association in case of the company and intimate permanent addresses of his partners/ Directors of Company. All copies submitted shall be duly attested.
 - (iii) Copies of certificate regarding previous experience as required.
 - (iv) Declaration showing all works completed during preceding 5 years and works on hand with the Contractor and the value of works that remained to be executed in each case.
 - (v) A certificate of Registration as approved contractor of prescribed category from authorities stipulated in Notice Inviting Tenders.
 - (vi) PAN issued by Income-Tax Department.
 - (vii) Copy of Provident Fund Registration - Code no.
 - (viii) Duly filled in and digitally signed declaration form as provided after as last item of section-1 & Memorandum duly filled in & digitally signed as given in section-2.
 - (ix) **Bank Solvency certificate submitted vide R&BD G.R. No.: RGN/6089/8/Part-1/S, Dt. 27/01/1998.** Certificate from registering authority stating that the bidder has submitted deposit certificate of **S.S.N.N.L.**

- (x) Required Annexure duly filled in when prequalification is involved.

Required documents are to be submitted in electronic format only as part of tender document Failing which the tender will be rejected outright and will be considered as NON-RESPONSIVE.

10.0 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.

11.0 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 signatures is/are not attested by a witness.
 - (c) Any person who submits a tender shall fill forms online including the rates of items put to tender. No singletender 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.

12.0 Method of Tendering : -

- 12.1 If the tender is made by an individual, it shall be digitally signed by the individual above his full name and current address.
- 12.2 If the tender is made by a proprietary firm, it shall be digitally signed by the proprietor above his full name and the full name of his firm with its current address.
- 12.3 If the tender is made by a firm of partnership, it shall be digitally signed by a partner of the firm holding the power of attorney and digital certificate for the firm. A certified copy of the power of attorney shall be provided in physical form along with other documents. A certified copy of the partnership deed, full name and current address of the firm and full names and the current addresses of all the partners of the firm shall also be provided along with other documents.
- 12.4 If the tender is made by a limited company or a limited corporation, it shall be digitally signed by a duly authorized person holding digital certificate for the company /corporation and power of attorney for signing the tender in which case a certified copy of the power of. attorney shall be provided separately in physical form along with other documents. Such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 12.5 All digital signatures in the tender document shall be dated.

13.0 Eligibility and qualification requirement.

To establish acceptability of the offer to the satisfaction of Tender Inviting Authority the tenderer shall provide the following:

- 13.1 Details of plant and machinery immediately available with tenderer for use on the works.
- 13.2 Details of plant and machinery proposed to be procured for the works
- 13.3 Details of technical, supervisory and administrative personnel already employed by the tenderer that he proposes to utilize for this work and such other personnel he proposes to employ further for this work
- 13.4 Copies of registration certificate and PAN allotted by income Tax Office.
- 13.5 Separate notes in sufficient details on each of the following:
- (i) Method and technique of construction
 - (ii) Sequence of execution of various important components of the work;
 - (iii) Cash-flow arrangement

14.0 Deviation or modifications In Tender Documents:

- 14.1 All tenderers are cautioned that tender containing any condition and/or deviation from tile 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 nonresponsive for all practical purposes. The decision of the Tender inviting authority in this regard shall be final and binding to the tenderer.
- 14.2 Alternative tenders are not acceptable.

Signature of the Contractor
કોન્ટ્રાક્ટરની સહી :

Signature of Deputy Conservator of Forest, Surendranagar Division, Surendranagar)
નાયબ વન સંરક્ષક અધિકારી શ્રી:

15.0 Submission of tender

15.1 Tender shall be submitted in an online manner only on website www.nprocure.com

Last date & time of online submission _____

15.2 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 Tender fee, EMD and other documents the bidder shall send the Tender fee, EMD and other documents in original to **Deputy Conservator of Forests, Surendranagar Division, Surendranagar** before the time of tender opening by any means. So as to reach **Deputy Conservator of Forests, Surendranagar Division, Surendranagar** last date 03/07/2026 18:00 hrs Rejective action for not submitting D.D. and documents in original by bidder shall be initiated.

16.0 Evaluation of Tenders

16.1 Technical evaluation will be made of the tenderer's proposed method and technique of construction, construction programmed, 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.

16.2 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.

16.3 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.

17.0 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.

18.0 Opening of tenders:

The Authorized Officer / competent authority shall open tender online on website www.rnb.nprocure.com on _____ at _____ 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.

19.0 General rules and directions:

19.1 No receipt for any payment made by a Contractor will be entertained by the Government 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 Authorized staff members of the Government.

19.2 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 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 Roads & Buildings Department and no proposal to adopt alternative method will be accepted. The Deputy Conservator 's decision as to what is the usual method in use in the Roads & Building department will be final.

19.3 Under no circumstance shall any Contractor be entitled to claim enhanced rate for any item in this contract except as provided in contract conditions.

19.4 The contractor shall not be permitted to tender for the work in which his near relative is working as the officer 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.

19.5 The contractor should compulsorily furnish his latest addressees) 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 Deputy Conservator .

20.0 Submission of additional information /documents:

In addition to various specified documents and information required to 'be submitted along with tender, the bidder-may be required to provide any other document /relevant information as considered necessary by the tender inviting authority and the tenderer shall be required to provide the same as per the requirement of the tender inviting authority. Even the successful bidder may be required to provide the same as and when required by the authority during subsistence of the contract.

21.0 Bank:

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

22.0 Tender validity period:

The tender for the work shall remain open for a period of Current financial year from the stipulated last date of receiving of the tenders online for this work.

23.0 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. GRs Nos. TNC-1 090-24-C dated 18-11-1991, 17-8-02 and 25-10-02)

24.0 The contractor will not use the premises of project / work under construction for his staff, laborer's 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.

25.0 All statutory taxes deductible at source under various acts and notifications by Government shall be deducted while making payment for which T.D.S. certificate shall be issued.

26.0 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 declarations made therein, (G.R. R & BD No. TNC-IIB-22 (1 O)-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, labor 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 executing the same accordingly,
- (iii) We agree to receive payments, if delay is due to late receipt of grant -in-aid from Government for Panchayat works. (Applicable to Panchayat works only)

DECLARATION CERTIFICATE (G.R. dtd 4-2-89 as revised by GR.No.TNC-1083/6681/4/C,dated 31-8-1994)

- (iv) I/We hereby declare that my/our near relative are not working in this Division or in its sub-division as an Ex. Engineer, Deputy Conservator of Forest, Assistant Engineer, Additional Assistant Engineer, overseer, Divisional Accountant, Store Keeper, Manager of Atithi / Vishram Gruha 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)

Signature of the Contractor
કોન્ટ્રાક્ટરની સહી :

Signature of Deputy Conservator of Forest Surendranagar Normal, Surendranagar)
નાયબ વન સંરક્ષક અધિકારી શ્રી:

SECTION - 2

TENDER FOR WORKS

I/We hereby tender for the execution of the work specified in the underwritten memorandum for the Government of Gujarat (hereinbefore and hereinafter referred to as the Government) at the tendered rates specified by *me / us* in Schedule showing items and rates of works to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in this tender and in clauses of the annexed conditions.

MEMORANDUM

1. General Description of work (If it includes sub works, the details thereof will be given Separately)

As per Page No. 1 Face-sheet

2. Estimated Cost		Rs.32,90,000/-
3. Earnest Money	3%	Rs. 98,700/-
4. Security Deposit *	10%	Rs. 3,29,000.00/-
(i) In the form of Demand Draft		
(On receipt of work order, D.D. Will have to be deposited.		
	10.0%	Rs.3,29,000.00/-
(ii) To be deducted from bills	0.0%	Rs.00.00/-
Total	10.0%	Rs. 3,29,000.00/-

Note:-In addition extra provision of 4(a) mentioned in “Memorandum of Works In Brief” will be applicable.

* Vide R & BD G. R. No. TNC - 1088 - 1 B/1 (13) / C dated 4-5-1993 & revised vide G. R. No. TNC-1 088/18/18 (13)-C, dated 31-8-94

- (i) Time Limit : **Before or on Date:31/03/2027 from the date of work order Received**

Signature of the Contractor
કોન્ટ્રાક્ટરની સહી :

Signature of Deputy Conservator of Forest, Surendranagar Division, Surendranagar)
નાયબ વન સંરક્ષક અધિકારી શ્રી:

Deposit furnished in the form of interest-bearing document as per item 4 (i) can further be extended for renewal if so desired and communicated by the contractor in writing before one month from the date expiry date. Similarly, cash Deposit deducts as the item No. 4 (ii) can also be converted into interest bearing fixed term securities of schedule and Nationalized Banks, if so desired and communicated by the contractor in writing.

Should this tender be accepted, I / We hereby agree to abide by and fulfill all the terms and provisions of the conditions of the contract annexed here to so far as applicable and in default thereof to forfeit and pay to Government in Office the sums of money mentioned in the said conditions.

(Receipt No datedfrom the Government Treasury or Sub-Treasury at

..... in respect of sum Rs. * is forwarded herewith representing the earnest money + (a) the full of value of which is to be absolutely forfeited to Government should I / We not deposit the full amount of security deposit specified in the above memorandum in accordance with Clause I of the said conditions, otherwise the said sum of above Rs shall be refunded).

Date :

Place :

* Digital Signature of the Contractor

** Signature of the Contractor

(Witness) *** (At the time of execution of contract document)

Name and address _____

(Occupation) _____

* Digital Signature of the Contractor before submission of tender

** Signature of the Contractor of the time of execution of contract document.

*** Signature of witness of Contractor's signature at the time of execution of contract document.

The above tender is hereby accepted by me on behalf of the Governor of Gujarat.

dated the _____ day of _____ 2026.

Signature of Deputy Conservator of Forests, Surendranagar Division

_____ Surendranagar

Signature of the Contractors

કોન્ટ્રાક્ટરની સહી :

(Signature of Deputy Conservator of Forest, Surendranagar Division, Surendranagar)

નાયબ વન સંરક્ષક અધિકારી શ્રી:

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 the Deputy Conservator 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 Deputy Conservator or fixed deposit receipts of Term Deposits of Narmada Project in the name of the Deputy Conservator within a period of 10 days from the date of receipt of the Notification of his tender , or (b) (I) deposit fifty percentage of the total security deposits as specified in the tender form with the Deputy Conservator 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 Deputy Conservator , or fixed deposit receipts in the name of the Deputy Conservator 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 authorized 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 lacs, 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 therefrom 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 Deputy Conservator 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 **30 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-A after deducting therefrom the amount of expenses, if any, due to Government under this contract. **(See Performance bond on page no. 44)**

CLAUSE 1-A : Additional Security to be withheld for unbalanced rates : If the contractor has quoted unbalanced rates for items i.e. more or less than **10 (Ten) percent** of the overall percentage of accepted tender, the payment of such items in the running bills will be made at estimated rate of that item plus or minus overall variation percentage of the accepted tender plus five percent of the estimated rate of that item. The balance amount as per accepted tender rate will be withheld from running bills and will be released on satisfactory completion of work in the final bill. No interest will be payable for such withheld amount. **(R&B.D Circular No. PARACH/ 102008/(61)-C Dtd. 27-11-08 & 03-05-13).**

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.

* As corrected vide B & CD GR No. TNC – 1091 – 1B – 10 / (11) – C, dated 29-06-92.

(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 lacs, for. Performance and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases. (See Schedule(C) on Page No 48)

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 Governor of Gujarat shall terminate the contract in whole. In case the entire contract is terminated, the amount of security deposit and performance bond if any together with the value of the work done but not paid for, shall stand forfeited to the Government. The plants, equipment and materials, held under this clause shall then be at the disposal of the Government to recover the amount equivalent to the liquidated damages and registration of the contractor shall be kept in abeyance for three years from the date as fixed in all such cases.

The Engineer-in-charge if necessary shall direct that a part 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 :

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 1,2,3 and 4 are substituted vide GR NO. TNC –1091/IB-10/(11)-C , dated 15-10-91& modified by GR dated 29-10-91& G.R. No TNC – 1088/IB/18(13) – C dtd31/8/94 and no TNC-10/2002-14-C dated 28/4/03 and 10-9-03)

CLAUSE 5 :

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

CLAUSE 5 A:

In the event of the Engineer-in –charge taking action under clause 3, he may if so 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.

ખંડ ૬ : મુદતમાં વધારો :

કામ કરવામાં કોઈ અનિવાર્ય અંતરાય ઉભો થવાના બીજો કોઈ કારણસર કામ પુરું કરવા માટેકોન્ટ્રાક્ટર મુદત વધારો મેળવવા માગતા હોય, તો ટેન્ડરમાં જણાવેલી મુદત પુરી થાય તે પહેલા આગળ જણાવ્યા મુજબ તે તારીખે તેને કોઈ અંતરાય નડ્યો હોય તે તારીખ અગરતો મુદત લંબાવી આપવા માટેની માગણી કરવાનું કારણ ઉપસ્થિત થયું હોય તે તારીખ બે માંથી જે વહેલી હોય તે તારીખ ૩૦ દિવસ પુરા થતાં પહેલા તેણે કામના હવાલાના ઈજનેરને લેખિત અરજી કરવાની રહેશે અને કામના હવાલાના ઈજનેરનો અભિપ્રાય એવો થતો હોય કે, મુદત વધારવા વાજબી કારણ છે તો તેમને હવાલાના ઈજનેરને લેખિત અરજી કરવાની રહેશે અને કામના હવાલાના ઈજનેરનો અભિપ્રાય એવો થતો હોય કે, મુદત વધારવા વાજબી કારણ છે તો તેમને જરૂરી કે યોગ્ય જણાય તે મુજબ વધારી આપશે. આ બાબતમાં કામના હવાલાના ઈજનેરનો નિર્ણય આખરી ગણાશે.

CLAUSE 7 :

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

(i) For all works costing upto Rs.50 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 form 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:

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 gad, 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 therefore 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-charges certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

CLAUSE 9 :

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 authorized agent whose countersignature to the measurement list shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

ખંડ ૧૦ : બિલ દર મહીને રજુ કરવા બાબત :

આગલા માસમાં કરી આપેલા બધા કામ માટે હવાલાના ઈજનેરે નક્કી કરી હોય તે તારીખે અથવા તે પહેલા દર મહીને કોન્ટ્રાક્ટરે બીલ રજુ કરવાનું રહેશે અને એ કામની ખરાઈ કરવાના ઉદ્દેશથી હવાલાના ઈજનેર જરૂરી માપ લેશે અથવા લેવાવશે અને શક્ય હશે તો બીલ રજુ થયાના દસ દિવસની અંદર મળવાપાત્ર રકમનો હિસાબમેળ કરવામાં આવશે. ઉપર જણાવ્યા મુજબના નિયત સમયની અંદર કોન્ટ્રાક્ટર બીલ રજુ નહીં કરે તો હવાલાના ઈજનેર પાતાના તાબાના કોઈ પણ અધિકારીને કોન્ટ્રાક્ટરે કરેલ એજન્ટની હાજરીમાં ઉક્ત કામનું માપ લેવા મોકલશે અને તેવી માપચાટી પરની કોન્ટ્રાક્ટરની કે તેના એજન્ટની સહી, તેના અનુમોદન માટે પુરતી ગણાશે અને હવાલાના ઈજનેર આવી યાદીમાંથી બીલ બનાવશે, જે કોન્ટ્રાક્ટરને બધી બાબતમાં બંધનકર્તા રહેશે.

CLAUSE 11 :

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 :

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 provident in extra items will be the issue rates plus storage charge ruling on the date of issue of such quantity of materials.

CLAUSE 12A :

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:

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 godown provided with a double lock. The key of one of the lock shall remain with the Engineer-in-charge or his agent. The godown 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 godown only in the presence of a duly authorized agent of the Engineer-in-charge.

CLAUSE 13:

(1) The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials and in other 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 site Engineer-in-charge to which the contractor shall be entitled to have access for the purpose of inspection at such office during office hours.

Where the instructions referred to above are not contained in separate letters addressed to the contractor the same shall be recorded in the work-order book, which shall be maintained and kept on the site of the work. The contractor shall be required to sign such entries in the workorder 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 requirements occurring in one is binding as through occurring in all. They are intended to be mutually explanatory and complimentary and to describe and provide for a complete work.

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

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

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

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

In the case of 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 14.1 :

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. Except that when the quantity of any item exceeds the quantity as in the tender by more than 30% the contractor will be paid for the quantity in excess of 30% at the rate entered in the S.O.R. of the year during which the excess in quantity is first executed and for the materials consumed in excess quantity the rate for the materials to be charged would be the basic rate taken into account for fixing the rate for the S.O.R. above instead of the rate stipulated in Schedule – A.

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

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

14.4 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.

14.5 For excess in item of well sinking the rates for sinking in depth beyond the designed depth shall be as per the rate quoted by the contractor in the statement of variation, if no rates 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 incharge 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 Deputy Conservator 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.

(Vide G.R.NO.SSR/1090/IB/247(2)/C,dtd 28-06-1993 as amended by GR of even number dated 11/02/1999)

ખંડ ૧૫ : કામના ફેરફાર કે નિયંત્રણ માટે કોઈ ચુકવણી કે વળતર અંગે કોઈ હકદારો મંજૂર ન કરવા બાબત.

પ્રભારી ઈજનેરને કરારના દસ્તાવેજો ક્યાં પછી કોઈપણ સમયે, કારણસર ટેન્ડરમાં ખાસ ઉલ્લેખ ક્યાં મુજબના સંપુર્ણ કે અંશતઃ બાંધકામને કોઈપણ મુદત સુધી બંધ કરવું જરૂરી જણાય અથવા સંપુર્ણ કે અંશતઃ કામ પુરું કરવાની જરૂરીયાત જ ન જણાય અથવા કોન્ટ્રાક્ટર ધ્વારા કરવાના કામની જરૂરીયાત ન જણાય તો તેવા કોન્ટ્રાક્ટરને હકીકત દર્શાવતી લેખિત નોટીસ આપશે અને કોન્ટ્રાક્ટર આ નોટીસ મળ્યા બાદ તરતજ આ કામને યથા પ્રસંગ સંપુર્ણ કે અંશતઃ સ્થગિત કરશે કે બંધ કરશે. આવા કેસમાં અહીં નીચે કરેલ જોગવાઈ સિવાય કોન્ટ્રાક્ટર તેણે કામ પુરું કર્યું હોય તો જે નફો કે ફાયદો તેને મળત, પરંતુ કામ પુરું ન થવાના પરીણામે તે ન મળ્યાથી થયેલ નુકશાન અથવા તેણે ખરીદી હોય એવી કે જે ખરીદવા તે સહમત થયો હોય એવી માલસામગ્રીની બાબતમાં થયેલ નુકશાન અથવા તેને તેના કામ માટે ને મજૂરોની જરૂર હતીતે મજૂરોને કામ ન આપી શકવાને કારણે થયેલ નુકશાન અંગે કોઈ ચુકવણી કે વળતરનો હકદારો કરી શકશે નહીં. મુળ વિગત વર્ણન, આલેખન, નકશા અને સુચનાઓમાં કરવામાં આવેલ કોઈ ફેરફારને કારણે મુળભુત રીતે વિચારાયેલ કામમાં કોઈ કાપ આવે તો પણ એવા કારણસર તે કોઈ વળતર માટે હકદારો કરી શકશે નહીં.

૧) આમ છતાં આવા કામ માટે ખરીદેલી માલસામગ્રીને કારણે કે માલસામગ્રી ખરીદવા માટે કરેલ કોન્ટ્રાક્ટ ને કારણે જો કોન્ટ્રાક્ટરને નોટીસની તારીખ સુધીમાં કોઈ નુકશાન થયું હોય તો તેના માટે વળતર મેળવવા તે હકદાર બનશે. જો આવી રીતે ખરીદેલ અથવા ખરીદવા સમજૂતી થયેલ માલસામગ્રી માંગ્યા પ્રમાણે ના જથ્થામાં અને ગુણવત્તાયુક્ત હોય અને તે ફક્ત એજ કામ માટે ખરીદાયેલી હોય કે ખરીદવા કરાર થયેલ હોય તો તેવી માલસામગ્રી અંગે ખરેખર નુકશાન માટે જ આવું વળતર ચુકવવામાં આવશે. પરંતુ જે માલસામગ્રીની ખરીદી અંગે સરકારશ્રી તરફથી ઈજારદારની એડવાન્સ આપવામાં આવેલ હોય તે માલસામગ્રી ઉપર કોઈપણ જાતના નુકશાનનું વળતર ચુકવવામાં આવશે નહીં. આવ હકદારો માટે નુકશાનની રકમ પ્રભારી કાર્યપાલક ઈજનેર ધ્વારા નક્કી કરવામાં આવશે.

૨) નોટીસની તારીખથી સાત દિવસ માટે કામે ન રાખી શકાયેલ મજૂરોની બાબતમાં પણ કોન્ટ્રાક્ટર વળતર મેળવવા માટે હકદાર બનશે. પરંતુ આ માટે પ્રભારી કાર્યપાલક ઈજનેરનો એવો અભિપ્રાય હોવો જોઈએ કે આવા મજૂરો નોટિસના સાત દિવસ પહેલાં કામ કરતા હતા અને ઉક્ત નોટિસની તારીખથી સાત દિવસની અંદર અન્યત્ર રોજમદાર મેળવવાની સ્થિતિમાં ન હતા. કોન્ટ્રાક્ટરે આવી નોટિસની તારીખથી સાત દિવસની અંદર અન્યત્ર રોજગાર મેળવવાની સ્થિતિમાં ન હતા. કોન્ટ્રાક્ટર આવી નોટિસની તારીખથી આવ કામે ન રાખી શકાયેલ હોય તેવા મજૂરોને અન્ય સ્થળે કામે રાખવાનો પ્રયત્ન કરવો જોઈએ.

નુકશાનના વળતરની રકમ બાબતમાં કાર્યપાલક ઈજનેરના નિર્ણય સાથે કોન્ટ્રાક્ટર સંમત ન હોય તેવા કેસમાં, આવા નિર્ણયનીજાણ થયાની તારીખથી એક મહીનાની અંદર પ્રભારી અધિક્ષક ઈજનેરને અપીલ કરવા માટે કોન્ટ્રાક્ટર મુક્ત રહેશે. આવા કેસમાં અધિક્ષક ઈજનેરશ્રીનો નિર્ણય આખરી અને બંધનકર્તા રહેશે.

આવા કામના કોઈ અદાની નુકશાન માટે કોન્ટ્રાક્ટર હકદાર બનશે નહિ.

CLAUSE 15A : 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.

(As modified Vide R&BD. G.R. No. TNC – 1096 IB – 143 (16) – Cdated 11-1-99)

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 expiry of Defects Liability period as detailed in Clause 17-A. It shall appear to the Engineer-in-charge or his sub-ordinate in charge of the work that/any work has been executed unsound, imperfect or unskilled workmanship or with materials 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:(Attached separately)

The contractor shall be responsible to make good and remedy at his own expenses any defect which may develop or may be noticed before the period mentioned hereunder from the certified date of completion. The Engineer-in-charge shall give the contractor a notice in writing about the defects and the contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the part of the contractor, the Engineer-in-charge may rectify or remove or re-execute the work at the risk & cost of the contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, incurred by him in rectification, removal or re-execution. The Defects Liability period shall be as under.

(a) for all works costing upto Rs. 50,000 (amount put to tender), the period shall be 3 months from the certified date of completion.

(b) for all works costing more than Rs. 50,000 and upto Rs. 1 crore (amount put tender) the period shall be **12 months** from the certified date of completion or one monsoon, whichever is later.

(c) for major projects costing more than Rs. 1 crore, the period shall be **12 months** from the certified date of completion which should include one monsoon.

(d) For building works, the period specified in (a), (b) or (c) above OR elapse of monsoon period following the certified date of completion, whichever is later. For the purpose of deciding the monsoon period, the 30th September may be treated as the last date.

Clause 17 B :Free Maintenance Guarantee Period (only for Road works) :

The Scope of works also includes three years 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/-

(Please see Special Condition of Contract)

CLAUSE 18 : (1)Foreach work costing above Rs. One crore, the contractor shall have to engage minimum one graduate Engineer. He will be given Identity Card by the Contractor. The copy of Identity Card shall be furnished for the Office of Deputy Conservator, Deputy Conservator and Superintending Engineer. The identified Engineer should remain present on the site of the work. If not found on site, the Engineer-in-charge will give notice of this default to the contractor. If in spite of this notice, default continues, the action to hold the registration of defaulter contractor for three years will be initiated. (R& B.D. Circular No. SSR-10-2008-18-Cdated 13-10-08).

CLAUSE 18:(2) 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 been given to the Contractor himself.

CLAUSE 18A:

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. 3 Crores.
2. One graduate & two Diploma, Civil Engineers when the cost of the work to be executed is more than Rs.30 lakhs but less than Rs.1 Crore.
3. Minimum two Diploma Civil Engineer when the cost of work is less than Rs.30 lakhs but more than Rs.10lakhs.
4. Minimum one Diploma Civil Engineers for the work when the cost of work to be executed is less than Rs. 10 lakhs.

Within 15 days of issue of work order the contractor will have to furnish to the Deputy Conservator -in-charge of the work, the Name, Qualifications, Copy of marksheet, Color Photograph and appointment order issued to such Engineers engaged for this contract work. If 15 days after issue of work order such designed site Engineers do not resume or do not remain present on site of work, the recovery at the rate of Rs. 15,000/- per month per Engineer will be made from the bills / deposit / dues of the contractor. Such recovery shall be nonrefundable.

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. G.R.B. & CD. No. RGN-6090-UO-24 (42) C Dated 26-11-90.

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

The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions 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.

ખંડ ૧૯ : કામ ચણતરથી આવરી લેતાં પહેલા નોટિસ આપવા બાબત :

કોઈ પણ કામની ચણતરથી આવરી લેતાં પહેલા કે માપ ન લઈ શકાય તેવી કક્ષાએ કામ લઈ જતાં પહેલા કોન્ટ્રાક્ટરે હવાલાના ઈજનેરનો અથવા કામનો હવાલો સંભાળતા તેમના તાબાના અધિકારીને પાંચ દિવસથી ઓછી ન હોય તેટલી મુદતની લેખિત નોટિસ આપવાની રહેશે. જેથી તે કામને ચણતરથી આવરી લેવાય અથવા માપ ન લઈ શકાય તેવી કક્ષાએ કામ લઈ જવાય તે પહેલા તેના માપ લઈને તેના સાચા પરીણામની નોંધ લઈ શકાય અને હવાલાના ઈજનેર કે કામનો હવાલો સંભાળતા તેમના તાબાના અધિકારીની લેખિત સંમતિ મેળવ્યાસિવાય કોન્ટ્રાક્ટર કોઈ પણ કામને ચણતરથી આવરી લેશે નહીં કે માપ ન લઈ શકાય તેવી કક્ષાએ લઈ જશે નહીં અને આવી નોટિસ સિવાય અથવા સંમતિ મેળવ્યાસિવાય જો કોઈ પણ કામને ચણતરથી આવરી લેવાયું હશે કે પહોંચી ન શકાય તેવી અથવા માપ ન લઈ શકાય તેવી કક્ષાએ લઈ જવાયું હશે તો તેવું કામ કોન્ટ્રાક્ટરના ખર્ચે ખુલ્લું કરાવી નાંખવામાં આવશે અને આ રીતે થયેલી કસુર બદલ આવા કામ માટે અથવા આવું કામ જે માલસામાનથી થયું હોય તે માલસામાન પેટે કોઈ ચુકવણી કરવામાં આવશે નહીં કે કોઈ રકમ મજરે આપવામાં આવશે નહીં.

CLAUSE 20:

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 :

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.....Year(s) which is on the available record.

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

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

The contractor shall supply at his own cost all materials (except such special materials if any, as may, in accordance with the contract to be supplied from the Public Works Department 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 therefor 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 defence 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.

ખંડ ૨૧ : પ્લાન્ટ, સીડીઓ, પાલખો વિગેરે કોન્ટ્રાક્ટરે પુરાં પાડવા બાબત. તેમજ દીવાબત્તી, વાડ વગેરેની જોગવાઈ ન હોય તેને લીધે થતા નુકશાન માટે કોન્ટ્રાક્ટર હોવા બાબત : કોન્ટ્રાક્ટ અનુસાર (બાંધકામ સ્ટોરમાંથી પુરો પાડવામાં આવે તેવા માલસામાન સિવાય) મુળ કે ફેરફાર કરાયેલી કે નવા સ્વરૂપના અથવા કોન્ટ્રાક્ટરનો એક ભાગ બની રહેતા અગર તો આ શરતોમાં જેનો ઉલ્લેખ કરાયેલ હોય તેવી વિગતોમાં કે બીજા દસ્તાવેજો અને આ શરતો અન્વયે જે કોઈ બાબત અંગે હવાલાના ઈજનેરની જરૂરતો સંતોષાય અથવા પાલન થાય તેવો આગ્રહ રાખવાનો તેનો હક હોય અને જેને કામના સ્થળે કે ત્યાંથી અન્ય સ્થળે ખેંચામણ સહિત રજૂ કરાવવાનો જે તે હક હોય તેવો બધો માલસામાન, પ્લાન્ટ, ઓજાર, સામગ્રી, સાધનો, સીડીઓ, ગરગડીઓ, પાલખો, કામ યોગ્ય રીતે હાથ ધરી શકાય તે સારૂ જરૂરી એવા બીજા કામચલાઉ સાધનો કોન્ટ્રાક્ટરે પાતાના ખર્ચે પુરા પાડવાના રહેશે. કામો માટેની હદ નક્કી કરવા માટે અને કામ અથવા માલસામાનની કોઈપણ વખતેવા સાધનો અને માલસામાન સહિત જોઈતી સંખ્યામા માણસો, કોઈ પણ ખર્ચે કરાવી લીધા વિના, કોન્ટ્રાક્ટરે પુરા પાડવાના રહેશે. આમ ન કરતા એ અંગેની જોગવાઈ હવાલાના ઈજનેર કોન્ટ્રાક્ટરને ખર્ચે કરાવી લેશે અને તે વિશે ખર્ચેલી રકમ, કોન્ટ્રાક્ટ હેઠળ કોન્ટ્રાક્ટરની લેણી થતી કોઈરકમમાંથી કે તેની જામીન અનામતમાંથી કે તેની અનામતના અથવા તેના પુરતા ભાગના વેચાણમાંથી ઉપજેલી રકમમાંથી કાપી લેવામાં આવશે. જાહેર જનતાને અકસ્માત ન થાય તે માટેકોન્ટ્રાક્ટરે જરૂરી વાડ અને દીવાબત્તીની જોગવાઈ કરવાની રહેશે અને ઉપરની સાવચેતી રાખવા અંગેની બેદરકારીને કારણે થયેલ ઈજા અંગે કોઈપણ વ્યક્તિ, જે દાવો માંડે, પગલાં લે અથવા બીજી કાનુની કાર્યવાહી કરે તેના બાયાવનું ખર્ચ અને આવા કોઈ દાવા, પગલાં અથવા કાર્યવાહીમાં તેવી કોઈ વ્યક્તિને જે કાંઈ નુકશાની કે ખર્ચ આપવાનું ચુકાદામાં જણાવાય તે અથવા આવા કોઈ વ્યક્તિના કોઈ પણ હકદાવાની કોન્ટ્રાક્ટરની સંમતિથી સમાધાન થતાં જે રકમ ચુકવવામાં આવે તેનું ખર્ચ ભોગવવા પણ કોન્ટ્રાક્ટર બંધાયેલ રહેશે.

CLAUSE 21A: The Contractor shall provide suitable scaffolds and working platforms, gangways and stairways, and shall comply with the following regulation in connection therewith.

ખંડ ૨૧.ક. કોન્ટ્રાક્ટરે યોગ્ય પાલખો અને કાચા માંચડા, જવા-આવવા માટેના પાટિયા અને સીડીનો જોગવાઈ કરવાની રહેશે અને તે અંગે નીચે મુજબના નિયમોનું પાલન કરવાનું રહેશે.

(a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.

ક) સીડી ઉપરથી અથવા બીજા કોઈ સાધન દ્વારા સલામતીપૂર્વક ન કરી શકાય તેવા બધા કામ માટે કામદારો સારૂ યોગ્ય પાલખોની જોગવાઈ કરવાની રહેશે.

(b) A scaffold shall not be constructed, taken down or substantially altered except

(i) Under the supervision of a competent and responsible person.

(ખ.૧) કાર્યક્ષમ અને જવાબદાર વ્યક્તિની દેખરેખ હેઠળ તે સિવાય,

(ii) appointed by contractor and by competent workers possessing adequate experience in this kind of work.

૨) કોન્ટ્રાક્ટર દ્વારાનિમાયેલ અને અનુભવ ધરાવતા કાર્યક્ષમ કામદારો દ્વારા થતું હોય તે સિવાય, કોઈપણ પાલક બાંધવી નહીં, ઉતારવી નહીં કે તેમાં મહત્વના ફેરફાર કરવા નહિ.

(c) All scaffolds and appliances connected therewith and all ladders shall

(ગ) બધી પાલખો અને તેના સાથે સંકળાયેલ સામગ્રી અને બધીજ સીડીઓ

(i) be of sound material ૧. મજબૂત ચીજવસ્તુની બનેલી હોવી જોઈએ.

(ii) be of adequate strength having regard to the loads and strains to which they will be subjected and

૨) તેના પરના આવનારા વજન અને ધસારાને ખમી શકે તેટલી મજબૂત હોવી જોઈએ અને

(iii) be maintained in proper condition(૩) તેને સારી સ્થિતિમાં રાખવાની રહેશે.

(d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.

(ધ) પાલખો એવી બાંધવાની રહેશે કે સામાન્ય વપરાશથી તેનો કોઈપણ ભાગ છુટો પડી નજાય.

(e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.

(ય) પાલખો પર વધારે પડતું વજન મુકવું નહિ અને શક્ય હોય ત્યાં સુધી તે વજન સમગ્ર પાલખ પર એકસરખું વહેંચી નાંખવું

(f) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.

(છ) પાલખો પર માલ ઉચકવા માટેના ગિયર ગોઠવતા પહેલા પાલખોની મજબૂતાઈ અને ટકાઉપણાની ખાતરી કરવાની ખાસ સાવચેતી લેવી.

(g) Scaffolds shall be periodically inspected by a competent person .

(જ) કાર્યક્ષમ વ્યક્તિદ્વારા વખતોવખત પાલખોની તપાસ કરવાની રહેશે.

(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.

(ઝ) તેના કામદારોએ પાલખો બાંધી હોય કે ન હોય તો પણ પોતાના કામદારોને તે પાલખનો ઉપયોગ કરવા દેતં પહેલા કોન્ટ્રાક્ટરે તેવી પાલખો અહીં જણાવેલ વિનિયમો અનુસાર બરાબર હોવા બાબતની ખાતરી કરવાની રહેશે.

(i) Working platforms, gangways shall –

(i) be so constructed that no part thereof can dug unduly or unequally.

(ટ) કાચા માંચડા જવા-આવવા માટેના પાટિયા અને સીડીઓ બાંધતી વખતે નીચેની બાબતો ખ્યાલમાં રાખવાની રહેશે.

૧. તેનો કોઈ પણ ભાગ વધુ પડતો કે અસમાન રીતે ઝુકી ન જવો જોઈએ.

(ii) be/so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and

૨) માણસો ગબડી કે લપસી પડે તેવું જોખમ બને તેટલું ઓછું રાખવા માટે પ્રવર્તતા સંજોગો અનુસાર તે બાંધવા અને જાળવવા, અને

(iii) be kept free from any unnecessary obstruction.

૩. કોઈપણ જાતના બિન જરૂરી અવરોધથી મુક્ત રાખવા.

(j) In the case of working platforms, gangways working places and stairways at a height exceeding 2.00 Mtr.(to be specified)

(ક) ૨.૦૦ મીટર થી વધુ ઉંચાઈવાળા કાચા માંચડા, જવા-આવવા માટે પાટિયા કામની જગ્યા અને સીડીઓની નેચે મુજબની જોગવાઈ રહેશે.

(i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.

૧) સલામતીના બીજા પુરતા પગલાં ન લેવાયા હોય તો દરેક કાચો માંચડો અને જવા આવવા માટેનું દરેક પાટિયું લગભગ જડેલું હોવું જોઈએ.

(ii) every working platform and every gangway shall have adequate width, and

૨) દરેક કાચા માંચડા અને જવા - આવવા માટેના પાટિયા, પુરતી પહોળાઈ વાળા હોવા જોઈએ, અને

(iii) every working platform, gangway, working place and stairway shall be suitably fenced.

૩) દરેક કાચા માંચડા અને જવા-આવવા માટેના પાટિયાં કામની જગ્યા અને સીડીઓને યોગ્ય કડેરા હોવા જોઈએ.

(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.

(ડ) માણસો આવી જઈ શકે અથવા માલસામાની હેરફેર થઈ શકે કે એક સ્થળેથી બીજે સ્થળે લઈ જઈ શકાય તેટલા વખત અને તેટલા પુરતી મકાનની ફરસ કે કાચા માંચડા પરની પ્રત્યેક ખુલ્લી જગ્યા પર એવા યોગ્ય સાધનો મુકી રાખવા કે જેથી કોઈ માણસ કે માલસામાન પડી ન જાય.

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

(ઢ) જ્યાંથી પડી જવાનો ભય હોય તેવી ૩.૦૦ (જણાવવી) મીટરથી વધુ ઉંચાઈના છાપરાં પર માણસોને કામે રાખવામાં આવ્યા હોય ત્યાંથી માણસો કે માલસામાન પડી ન જાય તે માટે સાવચેતીના યોગ્ય પગલાં લેવાના રહેશે.

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

(ત) પાલખો કે કામકાજની બીજી જગ્યાઓ પરથી પડે તેવી ચીજવસ્તુઓથી માણસને ઈજા ન થાય તેમાટે સાવચેતીનાં યોગ્ય પગલાં લેવા.

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

(થ) બધા કાચા માંચડા અને કામની બીજી જગ્યાઓએ સહેલાઈથી જવા માટે સલામત માર્ગોની જોગવાઈ કરવાની રહેશે.

CLAUSE 21B : The contractor shall comply with the following regulations as regards the hoisting appliances to be used by him

ખંડ ૨૧. બ. કોન્ટ્રાક્ટર વજન ઉચકવાના સાધનો વાપરે તે સબંધમાં તેણે નીચેના નિયમોનું પાલન કરવાનું રહેશે.

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

(ક) વજન ઉચકવાના યંત્રો અને ગરગડીવાળા યંત્ર, તેમની સાથેના જોડાણો, લંગર માટેના સામાન અને ટેકા નીચે મુજબના હોવા જોઈશે :-

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

(૧) સારી યાંત્રિક રચનાવાળાં, મજબૂત વસ્તુના તેમજ પુરતી તાકાતવાળા અને દેખીતી કોઈ ખામી વિનાના અને

(ii) be kept in good repair and in working order (૨) સારી દુરસ્ત હાલતમાં અને ચાલુ સ્થિતિમાં રાખવા જોઈશે.

(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.

(બ) માલસામાનને ઉંચે ચડાવવા કે નીચે ઉતારવા અથવા લટકતો રાખવાના સાધન તરીકે વપરાતું દોરડું યોગ્ય જાતું અને પુરતી મજબૂતાઈવાળું તેમજ દેખીતી રીતે ખામી વિનાનું હોવું જોઈએ.

(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.

(ગ) વજન ઉચકવાનાં યંત્રો અને ગરગડીવાળા યંત્રને કામના સ્થળે ગોઠવ્યા બાદ અને ઉપયોગમાં લીધા પહેલા તપાસી જોઈને પુરતા પ્રમાણમાં ચકાસી લેવાના રહેશે, તેમજ હવાલાના ઈજનેર નિયત કરે તેવાં સમયાંતરે, ગોઠવેલી સ્થિતિમાં તેની ફેર તપાસ કરવાની રહેશે.

(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.

(ઘ) માલસામાન ઉંચે ચડાવવાના કે નીચે ઉતારવાના કે લટકતો રાખવાના સાધન તરીકે વપરાતા પ્રત્યેક સાંકળ, રીંગ, આંકડો કડી, નકુચા અને પુલીબ્લોક વખતોવખત તપાસવા.

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

(ચ) પ્રત્યેક ક્રેઈન – ડ્રાઈવર કે વજન ઉચકવાના યંત્રના ચાલક યોગ્ય લાયકાતવાળા હોવા જોઈએ.

(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.

(છ) ૧૫ વર્ષથી નીચેની કોઈ પણ વ્યક્તિને કોઈ પાલક સહિત વજન ઉચકવા કોઈ યંત્રના નિયંત્રક તરીકે અથવા ઓપરેટરને નિશાનીથી સુચના આપવા, કામે રાખી શકાશે નહીં.

(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.

(જ) વજન ઉચકવાના પ્રત્યેક યંત્ર અને માલસામાન ઉચે ચડાવવાના કે નીચે ઉતારવાના કે લટકાવી રાખવાના સાધન તરીકે વપરાતી પ્રત્યેક સાંકળ, રીંગ, કડી, નકુચા અને પુલી-બ્લોકની સલામત રીતે વજન ઉઠાવવાની શક્તિ કેટલી છે તે યોગ્ય સાધનો વડે નક્કી કરવાનું રહેશે.

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

(ઝ) આગળના વિનિયમ જેમાં જણાવેલ વજન ઉચકવાના પ્રત્યેક યંત્ર અને બધાજ ગિયર પર તે સલામત રીતે કેટલું વજન ઉઠાવી શકે તેમ છે. તે ચોખ્ખુ લખેલું હોવું જોઈએ.

(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.

(ટ) જુદાં જુદાં વજન સલામત રીતે ઉચકી શકાતા, ઉચકવાના યંત્ર પર, સલામત રીતે ઉચકી શકાતું પ્રત્યેક વજન અને કઈ હાલતમાં યંત્રને તે લાગુ પડશે તે સ્પષ્ટ દર્શાવવાનું રહેશે.

(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.

(ઠ) ઉપરના વિનિયમ જેમાં જણાવેલ વજન ઉચકવાના કોઈ પણ યંત્ર કે ગિયરના કોઈ પણ ભાગ પર ચકાસણી માટે જરૂરી હોય તે સિવાય, સલામત વજન કરતાં વધુ વજન લાદવું નહિ.

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

(ડ) વજન ઉચકવાના સાધનની મોટરો, ગિયર, વિદ્યુતવાહક સાધનો, વીજળીના તાર અને જોખમી ભાગે માટે પુરી સલામતીની જોગવાઈ કરવાની રહેશે.

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

(દ) કોઈ વજન અકસ્માત નીચે સરકી પડે તેવું જોખમ ઓછામાં ઓછું રહે તે પ્રમાણની કોઈક સગવડ વજન ઉચકવાના સાધનમાં કરવાની રહેશે.

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

ખંડ-૨૩ :-કામનાવિસ્તાર અથવા તેના બહાર થયેલ કોઈપણ નુકશાન માટે કોન્ટ્રાક્ટર જવાબદાર હોવા બાબત :-ખંડ-૨૨ માં જણાવ્યા પ્રમાણે આગ પ્રસરવાથી થયેલ કોઈપણ નુકશાન સહિત કોન્ટ્રાક્ટરના મજૂરોએ ઈરાદાપૂર્વક કે અજાણતાં સરકારી મિલકતની હદની અંદર કે બહાર કરેલા બધા જ નુકશાનના વળતરનો અંદાજ હવાલાના ઈજનેર અથવા એમણે નીમેલા બીજા કોઈ અધિકારી કાઢશે અને હવાલાના ઈજનેરનો આ અંદાજ, અપીલ થયે, અધિક્ષક ઈજનેરના ચુકાદાને આધિન, આખરી ગણાશે અને માંગણી કરતા આકારાયેલી વળતરની તેવી રકમ ચૂકવવા માટે કોન્ટ્રાક્ટર બંધાયેલ રહેશે અને તેમ કરવામાં કસૂર કરશે તો તેવી રકમ ખંડ-૧ માં ઠરાવેલી રીતે નુકશાનની તરીકે કોન્ટ્રાક્ટર પાસેથી વસૂલ કરવામાં આવશે અથવા આ કોન્ટ્રાક્ટ હેઠળ અન્યથા સરકાર પાસે લેણી થતી કે હવે પછી લેણી થાય તેવી રકમમાંથી હવાલાના ઈજનેર કાપી લેશે.

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.

આગ પ્રસરતી અટકાવવા સારુ સાવચેતીના પગલાં લેવામાં થયેલી બેદરકારીને પરીણામે કોઈ વ્યક્તિને થયેલ ઈજા માટે કોઈ પગલાં લે કે બીજી કાનૂની કાર્યવાહી કરે તો તેની સામેના બચાવનું ખર્ચ કોન્ટ્રાક્ટરે ભોગવવાનું રહેશે અને તેવી કાર્યવાહીને પરીણામે કોર્ટ તરફથી ચૂકાદો આપતાં તે નુકશાનની અને ખર્ચ ભરવાનું થાય તે તેમણે ચૂકવવાનું રહેશે.

ખંડ-૨૪:-રૂપિયા એક કરોડથી વધુ રકમના વાઈડનીંગ અને સ્ટ્રેન્ધનીંગના કામોમાં દરેક સ્તરનું કોમ્પેક્શન વ્યવસ્થિત રીતે થાય તે માટે નીચેની કાર્યવાહી અનુસરવાની રહેશે :-

૨૪.૧ રસ્તાની કરવાની પહોળાઈમાં ધારાધોરણ મુજબ કોમ્પેક્શન થાય તે માટે બેબી રોલર ફરજીયાત રીતે લાવી કોમ્પેક્શન કરવાનું રહેશે.

૨૪.૨ આવા કામોમાં દરેક સ્તરનું કોમ્પેક્શન ધારાધોરણ મુજબ થયું છે, તેની દરેક લેયરે ફરજીયાતપણે ડેન્સિટી મીટરથી ગ્રીડ પ્રમાણે થયાની ચકાસણી ઈજારદારે કરી તેનું રજીસ્ટર નિભાવવાનું રહેશે. આવી ચકાસણી સંબંધિત નાયબ કાર્યપાલક ઈજનેરશ્રી અને મદદનીશ / અધિક મદદનીશ ઈજનેરશ્રીએ પણ કરવાની રહેશે. ઈજારદારે કરેલ કામની ડેન્સિટી પુરેપુરી મળ્યા બાદ જ કલીયરન્સ અપાય અને ત્યારબાદ જ બીજા લેયરની કામગીરી હાથ ધરાય તે જોવાનું રહેશે. ઈજારદારશ્રીને તેમણે કરેલ કામગીરી અંગે જ્યારે પણ બીલની ચુકવણી કરવાની થાય ત્યારે ઉપરોક્ત સુચવેલ પદ્ધતિ પ્રમાણે તે કામ કરવામાં આવેલ છે કે કેમ ? તેની ખરાઈ સંબંધિત અધિક્ષક ઈજનેરશ્રી પાસે કરાવ્યા બાદ જ બીલનું ચુકવણું કરવામાં આવશે. (મા.મ.વિ. પરીપત્ર નં. એસ.એચ.આર.-૧૦-૨૦૦૮-૧૮-સી, તા.૧૩-૧૦-૦૮)

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 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 ensue 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.

ખંડ ૨૬ : બાંધકામ પેટા ભાડે ન આપવા બાબત , મંજૂરી વિના પેટા ભાડે આપવાથી અથવા સરકારી અધિકારીને લાંચ આપવા માટે અથવા કોન્ટ્રાક્ટર નાદર થયેથી કોન્ટ્રાક્ટ રદ થાય અને જામી અનામત જપ્ત થવા બાબત :

હવાલા ઈજનેરના લિખિત પરવાનગી સિવાય કોન્ટ્રાક્ટ કોઈને એસાઈન કરી શકાશે કે પેટાભાડે આપી શકાશે નહીં, અને કોન્ટ્રાક્ટર તેમનો કોન્ટ્રાક્ટર એસાઈન કરશે અથવા પેટાભાડે આપશે કે તેમ કરવાનો પ્રયત્ન કરશે કે નાદર બનશે કે પોતાને નાદર કરાવવા માટેની કોઈ કાર્યવાહી કરશે કે પાતાના લેણવારો સાથે કોઈ પતાવટ કરશે કે તેમ કરવાનો પ્રયત્ન કરશે તો હવાલાના ઈજનેર લિખિત નોટીસ આપીને કોન્ટ્રાક્ટ રદ કરી શકશે. વળી કોન્ટ્રાક્ટર કે તેમના કોઈ નોકર કે એજન્ટ કોઈ સરકારી અધિકારીને અથવા સરકારી નોકરીમાં હેના કોઈ પણ વ્યક્તિને તેના હોદ્દા કે જોકરીની રૂએ કોઈ પણ પ્રકારની લાંચ, ભક્ષિસ, ભેટ, અનુલાભ, ઈનામ કે આર્થિક બીજાકોઈ પ્રકારના લાભ પ્રત્યક્ષ કે પરોક્ષ રીતે આપશે, આપવાનું વચન આપશે કે આપવાની તૈયારી બતાવશે અથવા આવા કોઈ અધિકારી કે વ્યક્તિ પ્રત્યક્ષ કે પરોક્ષ રીતે કોન્ટ્રાક્ટમાં હિત ધરાવતા થશે તો હવાલાના ઈજનેર લિખિત નોટીસ આપીને કોન્ટ્રાક્ટ રદ કરી શકશે. આવી રીતે કોન્ટ્રાક્ટ રદ થતાં કોન્ટ્રાક્ટરની જામીન અનામત જપ્ત થયેલ ગણાશે, અને તે સંપૂર્ણપણે સરકાર હસ્તક રહેશે અને આ કરારના ખંડ-૩ હેઠળ જાણે કે કોન્ટ્રાક્ટ રદ કરવામાં આવ્યો હોય તેવા જ તેના પરિણામો આવશે અને વધુમાં કોન્ટ્રાક્ટ હેઠળ ખરેખર કરેલા કોઈ પણ કામ માટે કોઈ રકમ વસુલ કરવાને કે ચુકતે લેવાનો કોન્ટ્રાક્ટરને હકક રહેશે નહિ.

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.

ખંડ ૨૭ : ખરેખર ગયેલ ખોટને લક્ષમાં લીધા સિવાય વળતરરૂપે ચુકવવાની થતી રકમને વાજબી વળતર ગણવા બાબત :

ખરેખર ખોટ કે નુકશાનને લક્ષમાં લીધા સિવાય અને કોઈ નુકશાન થયું હોય કે ન થયું હોય તો પણ શરતોમાંની કોઈ પણ શરત હેઠળ કોન્ટ્રાક્ટરે વળતરરૂપે ચુકવવાની થતી તમામ રકમને વાજબી વળતર ગણવામાં આવશે અને તેને સરકાર માટે ઉપયોગમાં લેવાશે.

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.

ખંડ ૨૮ : પેઢીના બંધારણમાં કોઈ ફેરફાર થયે તેની જાણ કરવા બાબત :

ભાગીદારોએ ટેન્ડર ભર્યું હોય તે કેસમાં પેઢીના બંધારણમાં કોઈ ફેરફાર થતાં કોન્ટ્રાક્ટરે હવાલાના ઈજનેરને તેમની જાણ અર્થે તેવા ફેરફાર અંગે તરત માહિતગાર કરવાના રહેશે.

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.

ખંડ ૨૯ : અધિક્ષક ઈજનેરની સુચના હેઠળ કામ કરવા બાબત :

કોન્ટ્રાક્ટ હેઠળ કરવાના બધાજ કામ સર્કલના જે તે વખતના અધિક્ષક ઈજનેરની સુચના અને હેઠળ તમામ બાબતો માટે તેમની મંજૂરીને આધીન રહીને કરવાના રહેશે. આ કામ કયા સ્થળે કે સ્થળોએ અને કેવી રીતે શરૂ કરવા વખતોવખત કેવી રીતે આગળ ધપાવવા તે અંગે સુચના આપવા અધિક્ષક ઈજનેર હકકદાર રહેશે.

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 dtd. 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 utilising 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.

ખંડ ૩૨ : અંદાજમાંની ઉચ્ચક રકમો:

જે અંદાજના આધારે ટેન્ડર તૈયાર કરવું હોય તેમાં જો કામના અમુક ભાગો અંગે ઉચ્ચક રકમનો સમાવેશ થતો હોય તો આવી બાબતો માટે આ કોન્ટ્રાક્ટ હેઠળ ચુકવવાપાત્ર હોય તેજ દરે, થયેલ કામની બાબતો માટે ઉક્ત કામના કોઈ ભાગ માટે ચુકવણી મેળવવા કોન્ટ્રાક્ટર હકકદાર રહેશે, અથવા હવાલાના ઈજનેરના મતે ઉક્ત કામના તે ભાગનું માપ લઈ શકાય તેમ ન હોય, તો હવાલાના ઈજનેર પાતાના સ્વવિવેક અનુસાર અંદાજમાં નોંધાયેલી ઉચ્ચક રકમ ચુકવી શકશે અને આ ખંડની જોગવાઈ હેઠળ કોન્ટ્રાક્ટર ને ચુકવવાપાત્ર થતી રકમ કે રકમોને લગતું હવાલાના ઈજનેરનું લિખિત પ્રમાણપત્ર તેના માટે આખરી અને નિર્ણાયક લેખાશે.

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.

ખંડ ૩૩ : કોઈ વિગતો ન આપી હોય ત્યારે લેવાનાં પગલા :

કોઈ વિગતો ન હોય તેવા પ્રકારના કામની બાબતમાં તેવી કામ ડિવિઝનની વિગતો અનુસાર હાથ ધરવાનું રહેશે અને ડિવિઝનની વિગતો ન હોય ત્યારે તેવું કામ તમામ રીતે હવાલા ઈજનેરની સુચનાઓ અને જરૂરીયાત અનુસાર હાથ ધરવાનું રહેશે.

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.

ખંડ ૩૪ : કામનીવ્યાખ્યા :

આ શરતોમાં વપરાયેલ કામ અથવા શબ્દપ્રયોગ વિષયના સંદર્ભમાં કશું વિરૂધ્ધ ન હોય તો કામચલાઉ કે કાયમી અને મુળ સુધારેલા, બદલવામાં આવેલા કે વધારાના કોન્ટ્રાક્ટ હેઠળ કે કોન્ટ્રાક્ટરની રૂએ કરવાના થતાં કામ કે કામો એવો થશે.

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 Deputy Conservator (Authority :- R & BD Circular No. TNC – 2286 – UO – 39 (19) – C dated 23-10-1989.)

ઉદ્યોગ, ખાણ અને ઉર્જા વિભાગના ઉપરોક્ત વિષય પરત્વેના તા. ૧/૧/૮૭ ના ઠરાવ ક્રમાંક એમસીઆર-૨૧૬૮ – ૬૬૮૫ છ માં જણાવ્યા પ્રમાણે કાર્યવાહી કરવાની સુચના :-

૧) રૂ. ૨.૦૦ લાખ (બે લાખ) થી વધુ અંદાજી રકમનાં કામો હોય તેવા કામો માટે કાર્યપાલક ઈજનેરશ્રી કામનો વર્ક ઓર્ડર આપે કે તુરત જ કામના શીડ્યુલ-બીની નકલ જે તે વિસ્તારના મદદનીશ નિયામક અથવા જીઓલોજીસીસ્ટ અથવા આસીસ્ટન્ટ જીઓલોજીસીસ્ટ અથવા ભુસ્તર અને ખનીજ શાખાના જીલ્લા કચેરીના વડા જેઓ કલેક્ટરશ્રીની કચેરીમાં બેસે છે તેમને આપવાની રહેશે.

૨) રૂ. ૨.૦૦ લાખ (બે લાખ) થી ઉપરના કોન્ટ્રાક્ટરોએ તેઓએ ખરીદેલ ખનીજનો જથ્થો અને તે ક્યાંથી ખરીદેલ છે તે વેચનારની વિગતો દર્શાવતા બીલોની નકલો તથા પત્રના રૂપમાં માહિતી દર ત્રણ માસ ઉપર (૧) માં દર્શાવેલ અધિકારીને પુરી પાડવાની રહેશે. આ બીલોમાં માલ વેચનારનું નામ, સ્થળ, તારીખ અને માલ લેનારનું નામ અને જથ્થો વગેરે દર્શાવેલા હોવા જોઈએ.

૩) જરૂર પડયે જરૂરી કીસ્સામાં ઉપર (૧) માં દર્શાવેલ અધિકારીશ્રી તરફથી વધુ માહિતી વિગત માલ કે બીલના સંબંધમાં માંગવામા આવે તો તે જે તે કાર્યપાલક ઈજનેરશ્રી ખનીજ ખાતાના અધિકારીને તે વિગતો કોન્ટ્રાક્ટર પાસેથી મેળવવામાં મદદ કરશે. જો આવી માહિતી સમયસર આપવામાં ના આવે તે કોઈ કાર્યપાલક ઈજનેરશ્રી, તરફથી આ અંગે સહકાર ન મળે તો ખનીજ વિભાગના અધિકારી તુર્ત જ આ બાબત નિયામકશ્રીનાધ્યાન ઉપર મુકશે. જેઓ આ અંગે ઉદ્યોગ, ખાણ અને ઉર્જા વિભાગ તથા જે તે સંબંધિત વિભાગના સચિવશ્રીનાધ્યાન પર મુકશે અને આવો પત્ર મળ્યેથી સંબંધિત વિભાગના સચિવશ્રી, જે તે કાર્યપાલક ઈજનેરશ્રીને તાત્કાલિક માહિતી પુરી પાડવા સુચના આપશે. આ પ્રથા અમલી બનતાં આ પરિપત્રની તારીખથી સીકયોરીટી ડીપોઝીટ પરત કરવા માટે રોયલ્ટી ભર્યા અંગેના પ્રમાણપત્રનો આગ્રહ રાખવાનો રહેશે નહીં.

રાજ્ય સરકારના બાંધકામ માટે વપાતા ગોણ ખનીજની રોયલ્ટી ભરવા બાબત.....

આ કામમાં જ્યારે સાદી માટી (ઓર્ડીનરી ક્લે) અને (સોફ્ટ) મુરમ વાપરવામાં આવે તેના ઉપર પણ રોયલ્ટી ચુકવવા પાત્ર છે. વિશેષમો ગોણ ખનીજ બાબતમાં ગુ. ગૌ.અ.નિ.૧૯૬૬ અને તેના અનુસંધાનમાં વખતોવખત બહાર પાડવામાં આવેલા ઠરાવો, લાગુ પડશે., અને તે મુજબ લીઝ કે પરમીટ લેવાનું અને રોયલ્ટી ભરવાની રહેશે. (ઉદ્યોગ, ખાણ અને ઉર્જા વિભાગ ઠરાવ ક્રમાંક એમ.એમ.આર. / ૧૧૨૦૦૦ / ૨૦૧૩ / છ તા.૧-૯-૦૪

૧-અ. કરાર હેઠળના ફાઈનલ બીલની નકલ જીલ્લાના સંલગ્નઉદ્યોગ અને ખાણ વિભાગના જીલ્લાના ભુસ્તર અધિકારીને આપવાની રહેશે.

(મા.મ.વિભાગનો પરિપત્ર ક્રમાંક ટીએનસી / ૧૦/૨૦૦૨ / (૧૪) / સ તા.૨૮-૪-૨૦૦૩ તથા ૨૭-૪-૨૦૦૫)

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.

ખંડ ૩૬ : કામદાર વળતર અધિનિયમ હેઠળ વળતર :

કામદારોને થયેલ ઈજાઓ માટે ૧૯૨૩ ના કામદાર વળતર અધિનિયમ હેઠળ ચુકવવાપાત્ર કોઈ પણ વળતર ચુકવવા કોન્ટ્રાક્ટર જવાબદાર રહેશે. ઉક્ત અધિનિયમની કલમ ૧૨ ની પેટા કલમ ૧. હેઠળ, કોન્ટ્રાક્ટર વતી સરકારે મુખ્ય પક્ષકાર તરીકે આવું વળતર ચુકવ્યું હોય તો સરકાર તે રકમ ઉક્ત કલમની પેટા કલમ ૧. હેઠળ, કોન્ટ્રાક્ટર વતી સરકારે મુખ્ય પક્ષકાર તરીકે આવું વળતર ચુકવ્યું હોય તો સરકાર તે રકમ ઉક્ત કલમની પેટા-કલમ ૨. અન્વયે કોન્ટ્રાક્ટર પાસેથી વસુલ કરી શકશે. આવું વળતર ઉપરના ખંડ ૧ માં જણાવેલી રીતે વસુલ કરવામાં આવશે.

CLAUSE 36-A

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

ખંડ ૩૬.ક.

અકસ્માતને પરીણામે કોઈ કામદારને શારીરિક ઈજા થાય તો તે ને તબીબી સહાય પુરી પાડવા માટે કોન્ટ્રાક્ટર જવાબદાર રહેશે અને તે અંગેનું ખર્ચ તેમણે ચુકવવાનું રહેશે. આવું ખર્ચ સરકારે કર્યું હોય તો કોન્ટ્રાક્ટર પાસેથી તે તરતજ વસુલ કરવા પાત્ર રહેશે અને સરકારના બીજા કોઈ પગલાને બાધ ના આવે તે રીતે કોન્ટ્રાક્ટરની લેણી અથવા હવે પછી લેણી થનાર રકમમાંથી તે કાપી લેવાશે

Clause 36-B:

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

- (a) The workers shall be required to use the equipment so provide by the Contractor and Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- (b) When work is carried on in 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 danger.
- (c) Adequate provision shall be made for prompt first aid treatment of all injuries to be sustained during the course of the work.

Clause 37 :

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 labor :

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

ખંડ ૩૮ : દુષ્કાળગ્રસ્ત વિસ્તારના અથવા બીજા મજૂરોને કામે રાખવા બાબત : હવાલાના ઈજનેર એવો લેખિત હુકમ કરે તો દુષ્કાળથી અસરગ્રસ્ત, ગુનેગાર તરીકે. સજા પામેલા અથવા અમુ ચોક્કસ પ્રકારના વર્ગ કે વર્ગના બીજા મજૂરોનેકોન્ટ્રાક્ટર કામે રાખવાના રહેશે.

Clause 39 :

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 :

No claim for compensation shall be allowed for any delay in execution of the work on account of water standing in borrow 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.

ખંડ ૪૦ : કામ કરવામાં થયેલ વિલંબ માટે વળતર અંગેનો હકક દાવો :

ચોકડીમાં અથવા કોઈ ભાગમાં પાણી જવાને કારણે કામ કરવામાં વિલંબ અંગે કશું વળતર અપાશે નહિ. આ દરમાં સખત અથવા તિરાડવાળી જમીન માટેના કાદવ અને ભુગર્ભ જળવાળા ભાગમાં પાણી ભરાઈ રહેતું હોય તેવી ચોકડીની જગ્યામાં ખોદકામ માટેના દરનો સમાવેશ થાય છે અને અન્યથા સ્પષ્ટ જણાવ્યું હોય તે સિવાય, વધારાના દર માટે કોઈ હક દાવો ધ્યાનમાં લેવાશે નહિ.

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.

ખંડ ૪૧ : કામનો કોઈ ભાગ નવેસરથી હાથ ધરવા કે શરૂ કરવા બાબત :

હવાલાના ઈજનેરને અથવા તાબાના કામના હવાલાના અધિકારીનોલિખિત હુકમ અને સુચના સિવાય કોન્ટ્રાક્ટર કામનો ભાગ નવેસરથી હાથ ધરી કે શરૂ કરી શકશે નહિ. આવો હુકમ ન મળ્યો હોય તો કામના કોઈ માપ લેવા અંગે કે ચુકવણી માટેકોન્ટ્રાક્ટર કશો હકકદાવો કરી શકશે નહિ.

Clause 42 : Minimum age of person employed :

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

ખંડ ૪૨ : કામે રખાયેલ વ્યક્તિઓની ઓછામાં ઓછી વય :

કોન્ટ્રાક્ટર ૧૮ વર્ષની નીચેની ઉંમરની કોઈ પણ વ્યક્તિ કામે રાખી શકશે નહીં.

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, only the adult persons should be employed by the contractor. If the adult person are not available, then the children below the age of 18(Eigheeen 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 (Nawar).

૨) કોન્ટ્રાક્ટર ગધેડા અથવા બીજા પ્રાણીઓના પીઠના ભાગ પર ઝીણી દોરી અથવા પાતળું દોરડું બાંધીને તેમને કામે લઈ શકશેનહિ. પીઠ ભાગ પર બાંધવા ઓછામાં ઓછી ૩ ઈંચ પહોળી ફીત (નવાર)કામમાં લેવી.

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

૩) ધારાવાળા, ખોડંગાતા અથવા કૃશ કે નાના પ્રાણીને કામે રાખી શકાશે નહીં.

(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.

૪) આ શરતો મુજબ ન હોય તેવી કોઈ પણ વ્યક્તિ કે પ્રાણી કામ કરતી/ કરતું માલુમ પડે તો તેને કામ પરથી દુર કરવાની સત્તા હવાલાના ઈજનેરને કે તેમના એજન્ટને છે અને આવી રીતે કોઈ વ્યક્તિ કે પ્રાણી દુર કરવાથી ગયેલ કોઈ પણ વિલંબ માટે સરકારની કોઈ જવાબદારી રહેશે નહિ.

(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.

૫) પોતે હાથ ધરેલા કોન્ટ્રાક્ટ માટે કામે રાખેલા કામદારોને કોન્ટ્રાક્ટરે વ્યાજબી વેતન ચુકવવાનું રહેશે. ચુકવેલ વાજબી ન હોવાના મુદ્દા પર કોન્ટ્રાક્ટર અને તેમના કામદારો વચ્ચે કોઈ ઝઘડો ઉભો થાય તો તે ઝઘડો વિનાવિલંબે હવાલાના ઈજનેરને સોંપવામાં આવશે અને તે અંગે તેઓ નિર્ણય આપશે. હવાલાના ઈજનેરનો નિર્ણય અને બંધનકર્તા રહેશે. પરંતુ આ નિર્ણયથી મંજૂર કરેલા ટેન્ડરના દરે સરકારે કરવાની થતી ચુકવણીને લગતી કોન્ટ્રાક્ટમાંથી શરતોને કશી અસર થશે નહિ.

(vi) 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.

૬) સરકારી કામે રાખેલા કામદારો : મજૂરોને પીવાના પાણીની સગવડ કોન્ટ્રાક્ટરે પુરી પાડવાની રહેશે. (શહેરી વિસ્તારોમાં) કામે રાખેલા કામદારોને સ્વચ્છતાવિષયક સગવડો પણ પુરી પાડવાની રહેશે. કોન્ટ્રાક્ટર આ જોગવાઈનું પાલન કરવામાં નિષ્ફળ જશે તો હવાલાના ઈજનેર તેને લેખિત નોટિસ આપશે અને કોન્ટ્રાક્ટર આવી લેખિત નોટીસની તારીખથી દીન દસની મુદતમાં કામદારો-મજૂરોને આ સગવડ નહીં આપે તો હવાલાના ઈજનેર કોન્ટ્રાક્ટરના ખર્ચે પીવાના પાણીની વ્યવસ્થા કરશે.

(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.

૭) કામ શરૂ થાય કે તરતજ કોન્ટ્રાક્ટરે સરકારી કામ પરના કામદારો મજૂરો અને તેમના બાળકોને યોગ્ય શેડ અને આશ્રય આપવાની સગવડ પુરી પાડવાની રહેશે. શેડ અને આશ્રયસ્થાન પુરા પાડવામા કોન્ટ્રાક્ટર નિષ્ફળ જશે તો કોન્ટ્રાક્ટરના ખર્ચે હવાલા ઈજનેર પુરા પાડશે.

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.

ખંડ ૪૩ ચુકવણીની રીત :

ચુકવણીની રકમ રૂ. ૧૦ કરતા વધુ હોય તો, કોન્ટ્રાક્ટરને અનુકુળ હોય તેવા ડીવીઝનના વિસ્તારની કોઈપણ તીજોરી પરના ચેક ધ્વારા તેમને ચુકવણી કરાશે રૂ. ૧૦ થી વધુ ન હોય તેવી રકમ રોકડેથી ચુકવવામાં આવશે.

Clause 43-A : Any sum of money due and payable to the Contractor (including the security deposit returnable to the contractor) executing any Government work or work of any District Panchayat wholly financed as grant-in-aid under this contract shall be appropriated by any District Panchayat / Government and shall be set off against any claim of the Government/District Panchayat of Gujarat state by the District Panchayat of Gujarat State/Government for the payment of a sum of money arising out or under any other contract made by the contractor with the Government/District Panchayat of Gujarat State for the work wholly the contractor against any claim of the Government / District Panchayat of Gujarat state is available, such a recovery shall be made from the contractor as arrears of land revenue.

Clause 44 : 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.

ખંડ ૪૫ : અછતઅસ્ત વિસ્તારના મજૂરને કામે રાખવા બાબત :

કામના સ્થળેથી ૧૬ કીમીની અંદર આવેલા કોઈ પણ ગામમાં અછતની અથવા દુષ્કાળની સ્થિતિ પ્રવર્તતી હોવાનું સરકાર જાહેર કરે, તો જેમાં કુશળ કારીગરોની જરૂર ન હોય તેવા કામના કોઈ પણ ભાગ ઉપર કોન્ટ્રાક્ટર, હવાલાના ઈજનેર અથવા તેમણે તે અંગેની ફરજ જેને લેખિત રીતે સોંપી હોય તેવી વ્યક્તિએ જે વ્યક્તિઓને રાહતની આવશ્યકતા હોવાનું પ્રમાણપત્ર આપ્યું હોય તેમને કામે રોકવાના રહેશે અને. આ અંગે સરકારે જે દર નક્કી કર્યા હોય તેથી ઓછા ન હોય એવા દરે આવી વ્યક્તિઓને વેતન ચુકવવા તે બંધાયેલ રહેશે. આ ખંડના અમલ પરત્વે કોઈપણ તકરાર ઉપસ્થિત થાય તો તેનો નિર્ણય હવાલાના ઈજનેર કરશે અને તે નિર્ણય કોન્ટ્રાક્ટર માટે આખરી અને બંધનકર્તા રહેશે.

Clause 46 : Deleted

Clause 47 : The rates to be quoted by the Contractor must be inclusive of sales tax . No extra payment on this account will be made to the contractor.

ખંડ ૪૭ : કોન્ટ્રાક્ટર ટાંકે તે ભાવમાં વેચાણવેરાનો સમાવેશ થઈ ગયેલો ગણાશે. આ પેટે કોન્ટ્રાક્ટરને કોઈ વધારાની ચુકવણી કરવામાં આવશે નહિ.

Clause 48 : 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.

ખંડ ૪૮ : કોન્ટ્રાક્ટરે જોઈતા કુશળ અને બીનકુશળ મજૂરો શક્ય હોય ત્યાં સુધી નજીકમાં નજીકની રોજગાર કચેરીએથી મેળવવા, જેથી સ્થાનિક રોજગાર શક્તિનો ઉપયોગ થઈ શકશે. સ્થાનિક રોજગાર કચેરીઓ ન હોય અથવા આવી કચેરીઓ જરૂરી મજૂરો સ્થાનિક રીતે પુરા પાડી શકે તેમ ન હોય તો યોગ્ય મજૂરોને બતે તેટલા વધુ પ્રમાણમાં ઉપયોગ કરવો.

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.

ખંડ ૪૯ : વાજબી વેતન :

વખતો વખત અમલમાં હોય તે મુજબ ૧૯૪૮ ના લઘુત્તમ વેતન અધિનિયમ હેઠળ સરકારે નિયત કરેલા લઘુત્તમ વેતન મજૂરને કામદારને સાત દિવસમાં કોન્ટ્રાક્ટર ન ચુકવે તો હવાલાના ઈજનેરને યોગ્ય તાપાસ કરી તેમજ મજૂરોની કામદારોનો હકક સ્થાપિત કરીને મજૂરોને કામદારોને ચુકવવાપાત્ર રકમ કોન્ટ્રાક્ટરના બીલો અથવા કોન્ટ્રાક્ટરે ચુકવવાપાત્ર અનામત-અનામતોની રકમમાંથી કાપી લેવાની છૂટ રહેશે.

ઉપર જણાવ્યા મુજબ લેવામાં આવેલા પગલાને કારણે કોન્ટ્રાક્ટરને કોઈ પણ નુકશાન જાય તો તે માટે કોઈપણ ચુકવણી અથવા વળતર મળવાપાત્ર રહેશે નહિ. ઉપર જણાવ્યા મુજબનું પગલું અમલમાં મુકવામાં આવે તે પહેલા હવાલાના ઈજનેર તે સમયે અમલમાં હોય તે લઘુત્તમ વેતન અધિનિયમ અનુસાર વેતન ચુકવવામાં કોન્ટ્રાક્ટરને લેખિત નોટીસ આપશે, કોન્ટ્રાક્ટર ઉપર જણાવ્યા મુજબ સાત દિવસમાં વર્તશે નહીંતો તેની સામે ઉપર વિચાર્યા મુજબના પગલા ભરવામાં આવશે.

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.

ખંડ ૫૧ : યંત્રસામગ્રીની યાદી :

કોન્ટ્રાક્ટર પોતાના કબજામાંની અને કામ માટે ઉપયોગમાં લેવા વિચારેલ યંત્રસામગ્રીની યાદી પણ આપવાની રહેશે.

Clause 52 : (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.

ખંડ ૫૩ : સામાન્ય દરે સ્થાનિક મજૂરો :

સામાન્ય દરે મળી શકે તેમ હોય ત્યાં રોજગાર વાંછુ સ્થાનિક મજૂરો અને સ્થાનિકવ્યક્તિઓને કોન્ટ્રાક્ટરે કામ રાખવાના રહેશે.

Clause 54 : 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 & upto 2 hectares	Rs.10 per month
3. More than 2 hectare & upto 3 hectares	Rs.15 per month
4. More than 3 hectare & upto 4 hectares	Rs.20 per month

Clause 55 :

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.m. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
- (5) The contractor must find out his own land. If he wants Government land, he should apply for it and pay assessment for it.

2. **Drinking Water :** The contractor shall as far as possible, provide an adequate supply of chlorinated pure potable drinking water for the use of laborers. 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 fore 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 lest 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 upto the first 100 and one for every 50 thereafter.
4. **Privacy in latrines :** Every latrine shall be under cover and so partitioned off as to secure privacy , and shall have a proper door and fastenings.
5. **Notice to be displayed outside latrines and urinals :**(1) Where workers of both sexes are employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority 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 a women, as the case may be.
6. **Urinals :** There shall be at least one urinal for male/female workers upto 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 upto 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 k.m. from the camp.
12. **Conservancy and cleanliness:** The contractor shall provide the necessary staff for effecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-in-charge. Atleast one sweeper per 200 persons should be engaged. Conservancy staff should dump refuge 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 or 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 labourcolony 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.
15. **Rest rooms:** (1) In every place where in contract labour is required to halt at night in connecting with the contract works and in which employment of contract labour is likely to continue for three month or more, the contractors

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

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

16.Canteen Facilities :(1) In every establishment of contract work and wherein work regarding the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are ordinarily employed, the adequate canteen facilities shall be the contractor for the use of such contract labour within sixty days of the commencement of the employment of contract labour.

- (2) If the contractor fails to provide the canteen facilities within the time limit laid down the same shall be provided by the principal employer within sixty days of the time allowed to the contractor.
- (3) The canteen shall be maintained by the contractor or principal employees as the case may be in an efficient manner.

17. Accommodation in canteen :(1) The canteen shall consist of at least dining hall, kitchen, storeroom, pantry, and washing places separately for worker and for utensils.

2 (I) The canteen shall be sufficiently lighted at all times where any person has access to it.

(ii) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or color-washed at least once in each year, provided that the inside walls of the kitchen shall be lime-washed every four months.

3 (I) The premises of the canteen shall be maintained in clean and sanitary condition.

(ii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as cause nuisance.

(iii) Suitable arrangements shall be made for the collection and disposal of garbage.

18. Accommodation in dining hall : (1) The dining hall shall accommodate at a time, atleast 30% of the contract labour working at a time.

(2) The floor area of the dining hall excluding the area occupied per dinner to be accommodated shall as prescribed in subrule (1)

(3) (I) A portion of the dining hall and service counter shall be partitioned and reserved for women workers, in proportion to their numbers. (ii) Washing places for women shall be separate and screened to secure privacy.

(4) Sufficient table, stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in sub rule 1.

19. Equipment in canteen : (I) There shall be provided and maintained sufficient utensils, crockery ,cutlery, furniture and any other equipment necessary for the efficient running of the canteen.

(ii) The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

(2) (I) Suitable clean cloths for the employees serving in the canteen shall also be provided and maintained.

(ii) A service counter, if provided shall have a top of smooth and impervious materials.

(iii) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.

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

21. Prices to be displayed : The charges for food stuffs, beverages and any other item served in the canteen shall be based on “no profit, no loss” and shall be conspicuously displayed in the canteen.

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

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

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

23.BOOKS OF ACCOUNTS AND REGISTRES OF THE CANTEEN : The books of accounts and registers and other documents used in connection with the running of the canteen shall be produced on demand to an inspector.

24.AUDIT OF THE ACCOUNTS OF THE CANTEEN : The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors. Provided that the Labour Commissioner may approve of any other person to audit the accounts; if he is satisfied that it is not feasible to appoint a registered accountant and auditor in view of the site or the location of the canteen.

CLAUSE 56 : 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 57 : The Contractor shall not show any distinction between Harijan and other class of laborers / workers employed to carry out the Government work.

CLAUSE 58 :Price variation clause : 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 (A) Labour (B) Materials excepting those materials supplied by Government as per Schedule-A and cement, steel and asphalt and (C) 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.

$$VI = \frac{0.75 \times pl \times R}{100} \times \frac{xi - io}{io}$$

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.

pl = Percentage of labour components (specified in Schedule i.e. %Labour)

* This refers to average consumer's price-index (wholesale) for industrial workers as applicable to Ahmedabad 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, steel and asphalt shall be calculated quarterly in accordance with the following formula:

$$Vm = \frac{0.75 \times pm \times R}{100} \times \frac{xi - io}{io}$$

Vm= Increase or decrease in the cost of work during the quarter under consideration due to change 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 Department store to the Contractor at fixed rates as specified in schedule - A.

(ii) Value of cement asphalt and steel brought by the contractor valued at star rate plus the increased / 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...i.e. %) 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.

$$Vd = \frac{0.75 \times pd \times R \times D - Do}{100 \times Do}$$

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) 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) of the item. i.e. %.

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 () 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(B1) 59A (B-2) is not deleted.

<u>Quantity</u>	<u>Input rate per ton</u>		
Cement :--	M.T	Rs.	Per M.T.
Mild Steel : ---	M.T	Rs	Per M.T.
TMT Fe-415Bars :	M.T	Rs.	Per M.T.
Asphalt VG-30 (60/70) :---	M.T	Rs.	Per M.T.

- (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 calculation 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 claim 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 12 months.

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

The amounts payable to the contractors for the work done involving use of cement, steel and asphalt 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, steel and asphalt brought by the Contractor

The star rates for cement, mild steel, for steel and asphalt to be brought by the Contractor shall be considered Ex-supply Depot/ Godown as under.

<u>QUANTITY</u>	<u>STAR RATES</u>		
Cement :--	M.T	Rs.	Per M.T. Month in which
Mild Steel : ---	M.T	Rs	Per M.T. DTP is approved
TMT Fe-415Bars :	M.T	Rs.	Per M.T. September-2015.
Asphalt VG-30 (60/70) : ---	M.T	Rs.	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 **Month in which the DTP is approved.**

The month in which DTP are approved will be specified in the tender document

Star rates should be mentioned in the tender copy as under :-

- For Cement, Price of cement from authorised dealer should be obtained for the month in which the DTPs are approved & mentioned as star rate before issue of tender copy.
- 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.
- 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 :

$$A = B \times \left\{ \frac{C_1}{C_0} - 1 \right\} \times D$$

A = Difference of Amount payable or recoverable

B = Star rate of steel / cement

C1 – The (Quarterly) average corresponding index of steel, cement for the quarter under consideration (as published in monthly bulletin or Reserve Bank of India).

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

D- Qty. of cement/steel 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 :-

- No Ceiling for escalation for difference in the cost of steel and cement will be applicable.
- 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 Deptt.
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 irrespective of the cost of work.

Conditions for variation in rates of asphalt only :-

1. The Contractor shall procure asphalt directly from refinery **or imported Asphalt from Indian Port.**
 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 or Ex. depo of imported Asphalt** 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 the actual rate of purchase as per original bill of the refinery **or Ex. depo of imported Asphalt produced (which ever is less)** and the star rate shown above in this clause shall be payable / recoverable for the quantity of asphalt actually used in this work. This difference shall be payable / recoverable for the asphalt consumed in the work executed during **original & extended time limit**, if time limit is extended for reasons of delay attributable to the department. This difference shall not be 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.
 8. No advance payment or secured Advance will be payable against asphalt.
 9. This part of clause for price variation of asphalt will be applicable for works estimated to cost above Rs.5 Lacs and involving use of asphalt.
 10. It is permissible to use asphalt produced by Private Companies like ESSAR and imported asphalt also. If the contractor opt to use asphalt produced by Private Companies or imported asphalt, Condition No. 1, 3 & 6 above shall be replaced and as under :-
 1. The Contractor can procure asphalt produced by Private Company of India or imported asphalt and use in the work.
 2. The contractor will have to produce in original, the purchase invoice of asphalt in case of asphalt.
 3. For calculation of variation in the rate of asphalt, the rate prevalent at Indian port at the time of purchase in case of imported asphalt and the rate as per purchase invoice in case of asphalt purchased from Private Indian Company or Ex. refinery (of Indian Public Sector undertaking) rate on the date of purchase, whichever is less, shall be considered for working out the difference and for comparison of the Star Rate shown above in this Clause. This difference shall be payable / recoverable for the asphalt consumed in the work executed during original & extended time limit, if time limit is extended for reasons of delay attributable to the department. This difference shall not be payable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor.
- (Authority R & B D GR No. TNC-1089 (4)-C, dated 31-8-1991 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 and 21-11-98 and No. S.T.R.-10-2001-M-34/29/H dated 4-10-05 & 2-2-07 and STR/102006-1577-8-H dated 02/09/08 and dated 8-12-08 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 If 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 by 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 from time 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 the 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 form of the strength of labour, both skilled and unskilled employed by him on the work(s). The contractor shall increase or decrease the strength both skilled or unskilled 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, antiquates, 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 contractor shall take all reasonable precautions to prevent his workmen or 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 Labours :

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 bench-mark, 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 and Core cutting Machine :

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.

(2) Contractors registered in special category-1 (Roads) will have to procure and keep available on site two core cutting machines, similarly those registered in special category-2 (Roads) will have to procure and keep available on site one core cutting machine on ownership basis. The thickness of sub base and base layers of road will be tested by taking cores and recording results of layer thickness in paver site register. (R & B. D. Circular No. RGN-60-2006-35-C dated 26-05-06)

(3) In case of asphalt items (other than BSG & BBM) having total thickness of more than 50mm., the contractor will take two to four core samples by his core cutting machine at the interval of 250 m. distance at each cross section in the presence of Dy. Deputy Conservator . These samples will be sealed and will be sent for testing of thickness, density & bituminous content in the approved laboratory. Five percent of the amount payable for asphalt items will be withheld till the test results are received. If the results are not satisfactory, the action as per Conditions of contract will be taken (R. & B. D. Circular No. RGN 602006 (35)-C dated 31-05-07).

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 or 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 such it is proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The 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.

(a) 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.

(b) The Engineer-in-charge shall have, at all times, the right, without in any way vitiating this contract forming grounds for any claim, to alter the order of the work of any part thereof and the contractor shall after receiving such direction, proceed in the order directed. The contractor shall also revise the progress. Schedules accordingly and submit four copies of the revised schedule to the Engineer-in-charge within seven days of the said Engineer's direction to alter the order of works.

(c) The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress-schedule, The working and shift shall comply with all the Government regulations in force and shall be such, as may be approved by the Engineer-in-charge and the same not be varied without the prior approval of Engineer-in-charge.

(d) The contractor shall from time to time as may be required by the Engineer-in-charge furnish the Engineer-in-charge with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Engineer-in-charge may, if he considers necessary at any time advise alternation in the same which the contractor shall adopt on notice thereof.

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

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

(f) The approval of the progress schedules by the Engineer-in-charge shall not relieve the contractor of schedule required by the Engineer-in-charge shall not entitle the contractor to any extra payment.

CLAUSE 71 : Secured Advance To Contractor :

(1) Before any secured advance for metal is paid to the contractor, the metal shall have to be tested for its quality in the laboratory. Contractor's request for such secured advance will be considered only after test results of metals are received and results are satisfactory. (As per Government circular No. SSR 1070-1B-191-22 S of 5-3-92)

(2) Advance on security of materials brought to site will not exceed 75% of the value (as assessed by the Deputy Conservator) of such material provided that they are of imperishable nature.

(3) Recovery of advances will not be postponed until the whole of the work entrusted is completed Secured advance will be recovered within 3 month in which secured advance is given even if material is not utilised in the work.

(4) Secured advance is permissible on materials which are all actually brought on site and are required by the contractor for use on items of works for which rates for finished work have been agreed upon.

(5) Secured advance will be given only on materials for which the full value is paid by the contractor to the seller.

(6) જ્યારે સિક્યોર્ડ એડવાન્સ આપેલ સરકારી માલ-સામાનમાં કામની સાઈટ ઉપર ઘટ માલુમ પડે ત્યારે તેનો અહેવાલ કરવાની જવાબદારી ઈજારદારની રહેશે. આવી ઘટની જાણ ઈજારદાર ધ્વારા હવાલાના ઈજનેરને તાત્કાલીક કરવાની રહેશે અને જો આવી જાણ ઈજારદાર ધ્વારા હવાલાના ઈજનેરને તાત્કાલીક નહીં કરવામાં આવે તો કામની સાઈટ ઉપર માલુક પડેલ ઘટ કે ચોરીના બનાવમાં ઈજારદાર પોતે પણ પક્ષકાર છે તેમ ગણી તેની સામે પગલાં લેવામાં આવશે. ઉપરાંત કામ ઉપરના તાંત્રિક કમચારીઓ જેવા કે કારકુન, વર્ક આસીસ્ટન્ટ જેઓની પણ રીપોર્ટ કરવાની જવાબદારી છે તેઓએ માલ-સામાન કામની સાઈટ ઉપરથી ન જાય તે જોવાનું રહેશે તેમની જાણ બહાર જો આ માલસામાન ઉપડી જાય તો તેવા બનાવ બન્યે ત્રણ દિવસમાં રીપોર્ટ કરવામાં નિષ્ફળ જશે તો તેઓ સામે પણ જવાબદારી નક્કી કરવા પગલા લેવામાં આવશે (મા.મ.વિભાગ ઠરાવ ક્રમાંક પી. ડબલ્યુ. ડી એમ ૧૦૮૦-યુ.ઓ. ૧૩(૫), તા. ૨૪/૧૦/૮૦.)

(7) જ્યારે કોન્ટ્રક્ટર તારણવાળી વેશગી લેવા ઈચ્છતો હોય ત્યારે તેને અરજી કરી નમુના-૩૧ માં ગીરોખત કરવાનો રહેશે. આ અરજી જોડે માલસામાનની ખરીદીનું બીલ અથવા ઈન્વોઈસ/ પ્રીલીવરી ચલણ અરજી સાથે રજૂ કરવાનું રહેશે. આવા ગીરોખતથી સરકારને તારણવાળા માલસામાન ઉપર 'લીઅન' પ્રાપ્ત થશે અને કોન્ટ્રક્ટર કામ ખોરંબે પાડે, માલસામાનમાં ઘટ દુરુપયોગ કે ચોરીદારી તથા સલામતીની વ્યવસ્થાના અભાવે ખોટ કે ખર્ચ થાય તે સામે સરકારને રક્ષણ મળશે.

(૮) રૂપિયા ૫૦,૦૦૦ થી વધુ રકમ સિક્યોર્ડ એડવાન્સ આપવાનું હોય ત્યારે આવા માલસામાનની પુરેપુરી ચકાસણી કાર્યપાલક ઈજનેરશ્રીએ કરવાની રહેશે.

(R. & B. D. G. R. No. P. W. M. - 1090-40-13(5)-C, dated 24-4-92)

(૯) સિક્યોર્ડ એડવાન્સની રકમ જેટલી બેંક ગેરેન્ટી ઈજારદારે રજૂ કર્યા બાદજ સિક્યોર્ડ એડવાન્સ ચુકવવામાં આવશે (મા.મ.વિભાગ ઠરાવ ક્રમાંક પી. ડબલ્યુ. ડી એમ ૧૦૮૦-યુ.ઓ. ૧૩(૫)-સ, તા. ૪/૧૦/૮૦)

CLAUSE 72: Advance Payment :

Advance payment for the work done, but not measured, may be made upto 80% of the approximate value of the work done as shown in the progress reports of approximate measurement Sheets with location furnished by the sub-Divisional Officer subject to the following conditions :-

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

CLAUSE 73 :-Advance against machineries :

1. Secured advance on plants and machineries brought to the site of work is admissible for the contracts estimated to cost more than Rs. Ten lacs.
2. Simple interest in such advances granted to contractor against plants and machineries brought to work sites be charged at the rate of% per annum.
3. The recovery of the advance shall be effected from the second month from the month in which advance is given and full recovery will be completed by the time seventy five percent of scheduled time is completed.
4. Such advance will be limited to 5 percent of the estimated amount put to tender.
5. The advance will be granted for the plant and machinery actually brought to the site of work.
6. The machinery and equipment on which the advance is granted shall be of full undisputed ownership of the contractor, and they shall be hypothecation to Government and also comprehensively insured till the advance granted is fully recovered. The hypothecation deed shall be executed separately before the advance is actually given.
7. The advance will be granted as 75 percent of the cost of new equipment for which the contractor is able to produce purchase vouchers and other documents this will not be applicable in the case of second hand equipment purchased the contractor.
8. In the case of used or second hand equipment brought by the contractor, advance will be allowed at 50 percent of the value of the equipment arrived at in the following manner :
 - (a) For used equipment, for which the records of original purchase price and past utilization are available, depreciated value, so worked out will be subject to the confirmation by Mechanical wing of them Department.
 - (b) For used equipment, for which proper records of purchase price and past utilization are not available the value will be assessed by committee of Deputy Conservators of Civil and Mechanical Wings. The value assessed will be based on the probable age of the equipment, its present condition and its probable depreciated value. In working out depreciation age of the equipment, its present condition and its probable department of spares, repair reconditioning of the equipments shall not be taken into account towards the capital cost. The value arrived at by the committee will be final.
9. No advance may be allowed for equipment which is more than 8 years old or which has already worked for more than 80 percent of its life.
10. No advance shall be given on transport vehicles like jeeps, station wagons estate car and such other vehicle ordinarily required for transport purposes.
11. The recovery will have to be completed within the stipulated period of completion of work i.e. months.

Clause 74 : MOBILISATION ADVANCE :

1. Mobilisation advance to the extent of p.c. of the estimated cost may be granted at the commencement of the work after the contractor has set up camp on site, has brought machineries, equipment and centering etc. for will sinking and has completed the work of service road, water supply and lighting arrangement on the site of the works **which are estimated to cost over Rs.40 lacs.**
2. The advance will carry a simple interest at the rate of % per annum.
3. The recovery of advance shall commence from the sixth month from the month in which the advance is paid, and full recovery of advance and interest shall be completed by the end of month from the date of issue of work order. In other words, the recovery of advance and interest will spread over a spell of months or less as above in equal installments.
4. A bank guarantee from a scheduled commercial bank shall have be produced for the amount of advance applied for. The bank guarantee can be scaled down to the extent of recovery of advance.
5. Mobilisation advance will be treated as interest bearing refundable loan for the purpose. The responsibility of the Contractor for the refund of Mobilisation Advance is absolute and not dependent up to the completion of the work. The contractor will have to refund the advance with accrued interest irrespective of the fact whether the contract is breached by either party or abandoned or finalised prematurely.

(Govt. R&B Dept. Reso. No. TCF-1382/(8)J Dated 22/4/1985)

CLAUSE 75 :

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 Deputy Deputy Conservator before the work is started.

CLAUSE 76 : One percent of estimated cost put to tender for this work after deducting the cost of materials as per Schedule 'A' valued at basic rate in the sanctioned estimate shall be deducted from the running account bills of the contractor for testing the quality of materials and workmanship, no additional testing charges in addition to the above shall be recovered from the contractor (Applicable to R & B Works only) (G.R.No. R & B TNC-1085-4-C, Dated 20-12-91)

The Engineer in charge will get the cement and steel tested in laboratories of G.E.R.I. Engineering Colleges, Polytechnics, Engineers India Ltd, D.G.T.D. and other laboratories approved by R & B or Water Resources Department or Industries Department and the test results of these Laboratories will be binding to the Contractor about suitability of use of materials (G.R. No R & B TNC /1088 /IB / 220 / 18 - C Dated 31-3-05)

However in respect of works involving use of asphalt, the contractor will set up the site testing Laboratory and will provide testing instruments etc. as under :

Laboratory : The contractor will construct pucca structure of minimum 25 square meter area duly connected with water and electric supply to house site testing Laboratory.

Instruments : The contractor will provide and install the instruments as per following. I.S. Standard to carry out the test prescribed therein.

1. Penetration test as per I.S. 1203
2. Softening point test as per I.S. 1204
3. Ductility test as per I.S. 1208
4. Viscosity test as per I.S.1206
5. Specification gravity test as per I.S.1202

The instruments provided should be as per I.S. Standard , so certified and be regularly and periodically (R. & B. D. G.R. No. SSR-1099-IB/91(9)-c dated 26-7-1999)

બંડ ૭૬.૧ : કોન્ટ્રાક્ટર ધ્વારા પુરા પાડવામાં આવેલ માલસામાનના કેટલાં પરીક્ષણો કરાવવા તે અંગેના "શીડ્યુલ ઓફ ટેસ્ટીંગ" આ જોડે સામેલ છે. આવા પરીક્ષણો પૈકી ૧૦% માન્ય લેબોરેટરી/ગેરી, બીજા ૧૦% પરીક્ષણો ગેરી લેબોરેટરી અને બાકીના ૮૦% પરીક્ષણો ફીલ્ડ લેબોરેટરીમાં કરાવવાના રહેશે. પરંતુ ગેરીમાં નીચેના દરેક પૈકી ઓછામાં ઓછું એક પરીક્ષણ ગેરી લેબોરેટરીમાં તથા ઓછામાં ઓછું એક પરીક્ષણ ગેરી / સરકાર માન્ય લેબોરેટરીમાં અને બાકીના સ્થળ ઉપર સ્થાપેલ લેબોરેટરીમાં કરાવવાના રહેશે.

- એ. એગ્રીગેટ (૧) ગ્રેડેશન (૨) ફલેકીનેશ અને ઈલોન્ગેશન વેલ્યુ (૩) ઈમ્પેક્ટ વેલ્યુ (૪) વોટર એબસોર્પશન
- બી. માટી (૧) ફીલ્ડ એફ.ડી.ડી. અને એફ.એમ.સી. (૨) સીવ એનાલીસીસ
- સી. રેતી (૧) ગ્રેડેશન
- ડી. ઈટો (૧) ડાયમેન્શન અને ટોલરન્સ ટેસ્ટ (૨) વોટર એબસોર્પશન
- ઈ. કોન્ક્રીટ (૧) નોન ડીસ્ટ્રક્ટીવ ટેસ્ટ (અલ્ટ્રા સોનીક ટેસ્ટીંગ પદ્ધતિથી) (૨) સ્લમ્પ ટેસ્ટ (૩) કોમ્પ્રેસીવ સ્ટ્રેન્થ
- એફ. બીટ્યુમીનસ મીક્સ (૧) ડામરની ટકાવારી.
- જી.ડ્રાય મીક્ષ મટીરીયલ (૧) ગ્રેડેશન

૭૬.૧.૨. સ્થળ પરના પરીક્ષણો માટે ઈજારદારે સ્વ ખર્ચે જરૂરી તમામ સાધનો સહીતની ફીલ્ડ ટેસ્ટીંગ લેબોરેટરી કામના સ્થળે યોગ્યજગ્યા ઉપર સ્થાપવાની રહેશે. રસ્તાના કામ માટે પ્લાન્ટના સ્થળે કામનું સ્થળ ગણવામાં આવશે. પરંતુ કામનું સ્થળ લેબોરેટરી દુર હોય તો ઈજારદારશ્રીધ્વારા મોબાઈલ લેબોરેટરીની જરૂરી વ્યવસ્થા રાખવાની રહેશે.

૭૬.૧.૩. ધારાધોરણ પ્રમાણેના પરીક્ષણોની સંખ્યા પૈકી ૮૦ % પરીક્ષણ ફીલ્ડ લેબોરેટરીમાં ઈજારદારના અધિકૃત ક્વોલીફાઈડ ઈજનેર જેઓને સંબંધિત કાર્યપાલક ઈજનેરશ્રીએ **I-CARD** આપેલ હોય તેમના દ્વારા ખાતાના રેન્જફોરસ્ટ ઓફીસરશ્રીની હાજરીમાંજ કરવાના રહેશે અને પરિણામોમાં સંયુક્ત સહીઓ કરવાની રહેશે. જ્યારે ૧૦ % પરીક્ષણ ગેરી / સરકાર દ્વારા માન્ય લેબોરેટરી (ઓછામાં ઓછું એક પરીક્ષણ) અને ૧૦% પરીક્ષણ ગેરી લેબોરેટરીમાં (ઓછામાં ઓછું એક પરીક્ષણ) મારફતે કરવાના રહેશે.

૭૬.૧.૪. કુલ પરીક્ષણોના ૮૦ % પરીક્ષણ એકજ સ્થળે એકજ સમયે એક જ તબક્કામાં નહીં કરતાં કામની પ્રગતિ મુજબ જે તબક્કાએ જે તે કામગીરીને અનુરૂપ જે મટીરીયલ્સ વાપરવાનું થતું હોય તદ્દઅનુસાર શરૂઆતના તબક્કામાં રાખવું તથા વચ્ચેના તબક્કામાં તેમજ આખરી તબક્કામાં કરાવવાનું રહેશે. આમ છતાં આ બાબતે સ્થાનિક કક્ષાએથી રેન્જફોરસ્ટ ઓફીસરશ્રી એ જરૂરીયાત મુજબ તબક્કાવાર પરીક્ષણોની સંખ્યા નક્કી કરશે.

૭૬.૧.૫. ગુણવત્તા નિયમન ધારા ધોરણ પ્રમાણેના બધા જ રજીસ્ટર નિયમિત રીતે નિભાવવાના રહેશે અને તે જે સ્થળે લેબોરેટરીમાં ઉપલબ્ધ રહે તેમ રાખવાના રહેશે.

૭૬.૧.૬. જો કોઈ કારણસર ટેસ્ટીંગ ના સાધન અપ્રાપ્ય હોય અથવા વસાવવામાં સમય જાય તેમ હોય કે વ્યવહારુ ન હોય (જેમ કે ઈલેક્ટ્રોમેટ્રીક બેરીંગ) તો આવા પરીક્ષણો સરકાર માન્ય સંસ્થાઓમાં કરાવી શકાશે અને આ બાબતનો નિર્ણય સંબંધિતરેન્જફોરસ્ટ ઓફીસરશ્રી કરશે. જે કોન્ટ્રાક્ટર ને બંધનકર્તા રહેશે. ગેરીમાં ન થઈ શકે તેવા ટેસ્ટ સરકાર માન્ય લેબોરેટરીમાં કરાવી શકાશે.

૭૬.૧.૭. ગેરીમાં સરકાર માન્ય લેબોરેટરીમાં કરાવવાના ટેસ્ટીંગનો ખર્ચ ઈજારદારશ્રીધ્વાર ભોગવવાનો રહેશે અને જો ઈજારદાર કામની સાઈટ ઉપર લેબોરેટરી ન સ્થાપે તો કામની અંદાજી કિંમતના ૧% મર્યાદા વસુલાત માટે સીમીત રહેશે નહિ. પરંતુ ખરેખર ચુકવવાપાત્ર બીલની રકમ આધારીત વસુલ કરાશે. (મા.મ.વિભાગનો તા. ૩૧/૧૨/૦૮ નો પરિપત્ર ક્રમાંક : ૫૨૪/૧૦૨૦૦૭/૨૮/સ)

સરકારશ્રીના છેલ્લા પરિપત્ર ક્રમાંક ૫૨૪-૧૦-૨૦૦૭-૨૮/સ તા. ૩૧/૧૨/૨૦૦૮ મુજબ અમલ કરવાનો રહેશે.

બંડ ૭૬.૨ :-આ કામ માટે ઈજારદાર ધ્વારા વાપરવામાં આવતી સિમેન્ટની ખાલી થેલીઓ વિભાગને ૨૫ થેલીના બંડલમાં ફી ઓફ કોસ્ટ પરત આપવાની રહેશે. વાપરેલી થેલીઓના ૫ ટકા વેસ્ટેજ ગણી બાકી ૯૫ ટકા થેલીઓ ડિવિઝનના મુખ્ય મથકના પી.ડબલ્યુ.ડી.સ્ટોરમાં પહોંચાડવાની રહેશે. (મા.મ.વિ.નોતા.૨-૧-૨૦૦૪ નો પરીપત્ર ૫૨૪ / ૧૨૦૩ / ૭૯૨૮ / ન)

બંડ ૭૭ : ચુકવણીના બીલમાંથી જે તે સમયે લાગુ પડતો વેટ ગુજરાત વેટ અધિનિયમ-૨૦૦૩ મુજબની જોગવાઈ મુજબ ચુકવણીના સ્થાનેથી કાપવાપાત્ર હશે તો તે કાપવામાં આવશે. હાલની જોગવાઈ મુજબ એક કરોડથી વધારે કિંમતના કરારોના કામોમાં ૦.૬ % લેખે એડવાન્સ વેટ (TDS) કાપવાની જોગવાઈ અમલમાં છે. આ બાબત એટ સોર્સ કાપવાને લગતી હોઈ આ અંગેના કાયદામાં વખતો વખત જે ફેરફારો થશે તે મુજબ ટેક્ષ કપાત કરવામાં આવશે. ઈજારદારે ભાવો ટેક્ષ સહીત ભવાના હોઈ આ ટેક્ષ કપાત મજરે મળવાપાત્ર નથી. (નાણાં વિભાગનાતા.૧/૪/૨૦૦૮ ના જાહેરનામાં ક્રમાંક : (જી.એચ.એન.-૧૪) વેટ-૨૦૦૮-એસ-૫૯-બી(૩)(૧)થ.

ખંડ-૭૮ : ચૂકવણાના બીલમાંથી થયેલ કામની કિંમતના ૧% લેખે "બિલ્ડીંગ એન્ડ અધર કન્સ્ટ્રક્શન વર્ક વેલફેર સેસ એક્ટ" અને તે હેઠળ ઘડાયેલ ગુજરાતના ૧૯૮૮ના નિયમોના નિયમ-૫ ની જોગવાઈ મુજબ ઉક્ત સેસ નો ફાળો વસુલ કરવામાં આવશે (શ્રમ અને રોજગાર વિભાગની તા.૩૧.૦૧.૦૫ની અધિસૂચના ક્રમાંક : જીએચઆર/૨૦૦૫/૦૪/ સીડબલ્યુએ/૨૦૦૪/૮૪૧/મ-૩ અને તે વિભાગનો તા. ૦૮.૧૨.૦૫નો ઠરાવ ક્રમાંક : સીડબલ્યુએ/૨૦૦૪/૧૮૩૧/મ-૩) તથા મા.મ. વિભાગનો તા. ૦૨.૧૨.૦૬નો પરીપત્ર ક્રમાંક : એસએચઆર/૧૦૨૦૦૪/આઈ.બી.-૪૧(૨૪)/સ.

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

The Deputy Conservator

PLACE :

----- Division :

DATE :

Details regarding my our partners our Company (in the case of limited Company) Names, address(es) , telephone numbers(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(es) (Resi)	Telephone No.(s)	Full address of incometax 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 મજૂરી તથા સ્પેશીફિકેશનમાં જણાવ્યા મુજબ માલસામાન અંગેના કામના સ્થળના પડતર ભાવો (દર) અંગેની વિગત. (આ વિગત ૩૦ લાખ કરતા ઉપરનાં કામમાં ભરી રજૂ કરવી ફરજીયાત છે.)

અ) મજૂરીના દૈનિક દર

- ૧) કડીયા, સુથાર, પ્લમ્બર, સ્કીલ્ડ કારીગરોના દર રૂ.
- ૨) ભીસ્તી, હેલ્પર, વગેરે સેમી સ્કીલ્ડ કારીગરોના દર રૂ.
- ૩) મજૂરો (સ્ત્રી-પુરુષ) આસ્કીલ્ડ મજૂરોના દર રૂ.

૧) મકાનો

અનું	ટેન્ડર આઈટમ નં.	માલસામાનની વિગત	યુનિટ	દર
૧.		ઈંટો.	૧૦૦૦ નંગ	રૂ.
૨.		પથ્થર ચણતરનો ખાણ લીડ કપચી	૬.મી ૧૨ મીમી થી ૨૦ મીમી	
૩.		ખાણ	૬.મી	રૂ.
૪.		લીડ	કી.મી	રૂ.
૫.		રેતી પ્રાપ્તિ સ્થાન લાકડું સાગીન્કટ સાઈઝ (સરેરાશ યાદી માટે) (અ) બારી (બ) બારણા	લીડ કીમી ચો.મી ચો.મી	રૂ. રૂ. રૂ.
૬.		ફ્લોરીંગ ટાઈલ્સ	ચોમી	રૂ.
૭		પોલીસ કોટા સ્ટોન જાડાઈ મીમી.	ચોમી	રૂ.
૮		ગેલ્વેનાઈઝ , પાઈપ અ) ૨૫ મીમી બ) ૧૨ મીમી	દર.મી દર.મી	રૂ. રૂ.

૨) (રસ્તાઓ) કામના સ્થળ ઉપરના ભાવ

અનું	ટેન્ડર અનું	માલસામાની વિગત	ખાણપ્રાપ્તિ સ્થાનું નામ (સરેરાશ)	લીડ કીમી	યુનિટ	દર રૂ.
૧.		મુરમ		૬.મી.		
૨.		હાર્ડ મુરમ		૬.મી.		
૩.		રેતી		૬.મી.		
૪.		મેટલ		૬.મી.		
૫.		કપચી		૬.મી.		
૬.		૧૨ મીમી થી ૨૦ મીમી પથ્થર પીચીંગ માટે		૬.મી.		

૩) હોટ મીક્સના કામો માટે કામના સ્થળ ઉપરના પડતરના ભાવ

અનું	ટેન્ડર અનું	વિગત	યુનિટ	દર	રીમાર્ક્સ
૧.		કપચી	૬.મી.		ખાણ
૨.		ગ્રીટ	૬.મી.		ખાણ
૩.		બલ્ક આસ્ફાલ્ટ	૬.મી.		
૪.		ડામર કામી મજૂરી	૬.મી.		

૪) પુલોના કામો : કામ સ્થળ ઉપરના ભાવ

અનું	ટેન્ડર અનું	માલસામાની વિગત	ખાણ પ્રાપ્તિ સ્થાનું નામ (સરેરાશ)	લીડ કીમી	યુનિટ	દર રૂ.
૧.		મશીન કસડ, મેટલ		૬.મી.		
૨.		કપચી		૬.મી.		
૩.		ગ્રીટ		૬.મી.		
૪.		રેતી		૬.મી.		
૫.		હાઈ ટેન્સાઈલવાટર		૬.મી.		

એકરાર પત્ર

ઉપરોક્ત પરિશિષ્ટોમાં આપેલ ટેન્ડરમાં ભરેલ ભાવોની ચકાસણી અંગે હોઈ તે ખાતાને બંધનકર્તા રહેશે નહીં. તેમજ તેનાં દર્શાવેલ ખાણ મથકેથી સ્પેશીફિકેશન મુજબનો માલસામાન નહીં મળે તો તે સ્પેશીફિકેશન પ્રમાણેનો માલસામાન ખાતુ માન્ય કરે તે અન્યજગ્યાએથી લાવી આપીશું જે માટે કોઈ વળતરનો કલેઈમ મુકવામા આવશે નહિ.

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 dated as shown above and hereto attached for the execution of work

.....
.....
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 party 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 bycorporate Seal

Title

For and on behalf of the Employer

ANNEXURE - 4
LIST OF WORKS ALREADY COMPLETED BY THE TENDERER

ઈજારદારે પૂરા કરેલ કામોની યાદી

Sr.No.ક્રમાંક	Name of workકામનું નામ	Placeસ્થળ	Cost on completionપૂરા થયેલ કામની કિંમત	Time taken in months To complete the workકામ પુરુ કરવા માટે લીધેલ સમય માસમાં	Remarksવિશેષ નોંધ
1	2(a)	2(b)	3	4	5

Note : Necessary certificate from office concerned shall be attached with the tender સંબંધિત અધિકારીનું જરૂરી પ્રમાણપત્ર ટેન્ડર સાથે રાખવું.

ANNEXURE - 5
LIST OF PLANT AND MACHINERY IN GOOD WORKING ORDER AVAILABLE WITH TENDERER
ઈજારદાર પાસે સારી અને ચાલુ હાલતમાં હોય તેવા યંત્રો અને ઓજારોની યાદી

Sr. No.ક્રમાંક	Plant or Machineryઓજારો અથવા યંત્રો	Locationસ્થળ	Age of Machineryમશીનરી કેટલા વર્ષે જુની છે.	Makeબનાવટ	Capacityક્ષમતા	Approximate Valueઅંદાજી કિંમત	Remarkવિશેષ નોંધ
1	2(a)	2(b)	3	4	5	6	7

ANNEXURE - 6
DECLARATION REGARDING WORKS ON HAND WITH TENDERER
ઈજારદારના હાથ પર હોય તેવા કામની વિગત

Sr. No.ક્રમાંક	Name of workકામનું નામ	Placeસ્થળ	Estimated Costઅંદાજી કિંમત	Date of issue of work orderકામ શરૂ કરવાના હુકમની તારીખ	Stipulated period of completionકામ પુરુ કરવાની નિયત મુદત	Amount of work done on date of filling tenderટેન્ડર ભર્યો તારીખ	Brief details of delay if anyઢીલ જો થયેલ હોય તો તેના ટૂંકમાં કારણો	Remarkવિશેષ નોંધ
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.

નોંધ :- આસન ૬ માં જે માસમાં ટેન્ડર માંગવામાં આવ્યું હોય તે પહેલાના માસના અંત સુધી કરેલ કામોની રકમ દર્શાવવી.

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

SCHEDULE – A અનુસૂચિ-ક

Schedule showing (approximately) the materials to be supplied from the Public works store for work contracted to executed and the rates at which they are to be charged for

જે કામ હાથ ધરવા માટે કોન્ટ્રાક્ટ કરાયો હોય તે કામમાં બાંધકામ વિભાગના સ્ટોરમાંથી પૂરો પાડવાનો માલસામાન (આશરે) અને તે અંગે વસુલ લેવાના દર દર્શાવતી અનુસૂચિ

Particulars વિગત	Approximate quantity અંદાજી જથ્થો	Rate at which the materials will be charged to the contractor કોન્ટ્રાક્ટર પાસેથી માલસામાન માટે લેવાનો થતો દર		Place of delivery ડીલીવરીનું સ્થળ
૧	૨	૩	૪	૫
	----- Nil -----	Unit એકમ	Rate in Rupees ભાવ રૂપિયામાં	

નોંધ ૧ :-આ કામમાં વાપરવા સીમેન્ટ અથવા સ્ટીલ તથા કોઈપણ કામમાં માલસામાન વિભાગ તરફથી પુરી પાડવામાં આવશે નહીં. (મા.મ.વિ. ઠરાવ ક્રમાંક : ટી.એન.સી./૧૦૮૮/આઈ.બી./૨૨૦-૧૮- સ તા. ૩૧-૩-૦૫) પરંતુ નર્મદા, જળસંપત્તિ અને પાણી પુરવઠા વિભાગધ્વારા કામમાં વાપરવા જરૂરી સ્ટીલ વિભાગધ્વારા પુરૂ પાડવાની જોગવાઈ તા.૨૩-૬-૮૭ ના વિભાગના ઠરાવ ક્રમાંક એસ.ટી.એલ./ ૧૦૮ / કે / ૫૮ / ભાગ (હ)ધ્વારા ચાલુ રાખવામાં આવે છે. આ અંગે શીડયુલ -એ માં જે જોગવાઈ કરવામાં આવે તે આખરી ગણાશે.

નોંધ-૨:-સીમેન્ટ :- જ્યારે સીમેન્ટ ઈજારદાર ધ્વારા કામમાં વાપરવા લાવવામાં આવે ત્યારે આવો સીમેન્ટ ઈજારદાર આઈ.એસ.પ્રમાણપત્રવાળા તથા મૂળ ઉત્પાદક કંપનીમાંથી સીધી રીતે મેળવવાનો રહે છે. અને તેની ખરાઈ માટે તેના ચુકવણાના બીલો કા.ઈ.શ્રીને રજૂ કરવાના રહેશે. આવો સીમેન્ટ કંપનીના અધિકતવિક્રેતા પાસેથી ખરીદી શકાશે નહીં પરંતુ ભાવ વધારાના સ્ટાર રેઈટ મુજબ ચુકવણ કરવા અંગેની ગણતરીમાં લેવાના સીમેન્ટના ભાવો અધિકતવિક્રેતા પાસેથી મેળવી શકાય, પરંતુ અધિકતવિક્રેતા પાસેથી ખરીદ કરી શકાય નહીં. (તા.૬-૪-૮૮ નો મા.મ.વિ.પરિપત્ર ટીએનસી / ૧૦૮૮/ આઈબી / (૧૮) / સ)

નોંધ :-૩ :-લોખંડ :- જ્યારે લોખંડ ઈજારદાર ધ્વારા લાવવામાં આવે ત્યારે તે અંગેનું બીલ અસલમાં કા.ઈ.ને રજૂ કરવાનું રહેશે. અને આવા સ્ટીલનું ગેરી લેબોરેટરી કે ઈજનેરી કોલેજ કે પોલીટીકનીકમાં ટેસ્ટીંગ કરાવ્યા બાદ જ સ્ટીલ કામમાં વાપરવા દેવામાં આવશે.

નોંધ ૪ :- ડામર :- જ્યારે કામમાં વાપરવા ડામર ઈજારદાર ધ્વારા લાવવાનો હોય ત્યારે તે ડામર ઈજારદારે ઓઈલ રીફાઈનરીમાંથી પૈસા ભરીત્યાંથી જ સીધો ખરીદવાનો રહેશે.આ અંગે ઈજારદારે પુરી કરવાની શરતો નીચે મુજબ રહેશે. (૧) ઈજારદાર ડામર કયાંથી લાવ્યા તે અંગેનું બીલ અસલમાં કા.ઈ. ને રજૂ કરવાનું રહેશે. (૨) રીફાઈનરીના ગેટપાસ પણ બીલ સાથે સામેલ કરવાના રહેશે. (૩) ડામર જે ટેન્કરમાં લાવવામાં આવે તે ટેન્કરનો વાહન નંબર બતાવવાનો રહેશે. (૪) ડામર ઉપર ઈજારદારશ્રીને એડવાન્સ પેમેન્ટ અથવા સીક્યોર્ડ એડવાન્સ મળી શકશે નહીં. (૫) ઈજારદારે રજૂ કરેલ અસલ બીલમાં ડામરનો ગ્રેડ (કવોલીટી અંગે) ઉલ્લેખ હોવો જોઈએ. આ અંગે ઈજારદારે ડામરના ગ્રેડ અંગેનું ટેસ્ટ રીપોર્ટ / ગ્રેડ અંગેનું પ્રમાણપત્ર રજૂ કરવાનું રહેશે. (૬) ઈજારદારે ડામરની આવક /વપરાશ / બચત અંગેનું રજીસ્ટર પ્લાન્ટ / સાઈટ ઉપર નિભાવવાનું રહેશે. (મા.મ.વિ.પરિપત્ર ક્રમાંક એસ.ટી.આર/૧૦૮૭/ ૮૨/ હ તા.૨૭-૧૧-૮૭ અને ૨૧-૧૧-૮૮)

Note 5 : The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge the issue of the form prior to the submission of the tender.

નોંધ -૫ : ટેન્ડર રજૂ કરનાર વ્યક્તિ કે પેઢીએ ટેન્ડર રજૂ કરતાં પહેલાં તેને આપવામાં આવતાં ફોર્મમાં હવાલાના ઈજનેરે ઉપરની અનુસૂચિમાં દર ભરી આપ્યા હોય તેની ખાતરી લેવી

Note 6 : Store to be supplied to contractors for a work free of cost should be mentioned in Schedule 'A' in addition to schedule 'B' and the specification attached to the contract agreement form.

નોંધ-૬ : કોઈ કામ માટે કોન્ટ્રાક્ટરને વિના મુલ્યે પુરો પાડવાનો માલસામાન અનુસૂચિ-બ તેમજ કોન્ટ્રાક્ટરના કરાર સાથે જોડેલી વિગતોની યાદી ઉપરાંત અનુસૂચિ-ક માં જણાવવું.

SCHEDULE ' B'

Memorandum showing items works to be carried out :

હાથ ધરવાના કામની બાબતો દર્શાવતી યાદી

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figures આંકડામાં Rs. Ps.	In words શબ્દોમાં		
1	2	3		4	5	6
	As per Separate sheet attached					

- (A) Total Tendered amount Rs.....
- (B) Rebate on above tendered amount (if any) % (In figure) Rs.....
(..... in words)
- (C) Net tendered amount (A – B) Rs.....
In words (Rupees.....)

Notes 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 ડિવિઝનની બીજી ખાસ વિગત મુજબ અથવા સૂચના પ્રમાણે કરી આપવાનું રહેશે.

Notes 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 પૂરૂ થાય તે વખતે) દરેક રીતે સાફસૂકી કરવાનો સમાવેશ થાય છે. અને તે દર તમામ પરિસ્થિતિ , સ્થળ, ભેજ, હવામાન વગેરે હેઠળ કામ માટે અમલમાં રહેશે.

Signature of the Contractor

Deputy Conservator of Forest
Surendranagar Division
Surendranagar

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
Earth Work		
25%	16%	0.1%
50%	50%	0.1%
75%	75%	0.1%
100%	100%	0.1%
Building work		
25%	25%	0.1%
50%	50%	0.1%
75%	75%	0.1%
100%	100%	0.1%
Road work		
25%	25%	0.1%
50%	50%	0.1%
75%	75%	0.1%
100%	100%	0.1%
Bridge work		
25%	10%	0.1%
50%	40%	0.1%
75%	80%	0.1%
100%	100%	0.1%

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

Signature of the Contractor

Dy. Conservator of Forests
Surendranagar Division,
Surendranagar

ટેન્ડરની સામાન્ય શરતો

ફોર્મ B-1 સાથે ટેન્ડરની નીચે મુજબની શરતો લાગુ પડશે.

- 1) ટેન્ડર ફોર્મ ભરનાર ઇજારદારે ટેન્ડરની તમામ શરતો ધ્યાનથી વાંચી સમજી અને ટેન્ડરમાં દર્શાવેલ તમામ આઈટમોના ભાવો આઈટમ વાઈઝ કુલ કામગીરીની રકમ સામે દર્શાવવાનાં રહેશે.
- 2) ટેન્ડર ફોર્મ સાથે નીચેના દસ્તાવેજો રજુ કરવાના રહેશે. અન્યથા ટેન્ડર ફોર્મ અમાન્ય ગણવામાં આવશે.
 - A. પાનકાર્ડની નકલ રજુ કરવાની રહેશે.
 - B. ટેન્ડર ભરનારે પોતાનું નામ, સરનામું, કોન્ટેક નંબર, પેઢીનું નામ, ભાગીદારી પેઢી હોય તો ભાગીદારી દસ્તાવેજ રજુ કરવાના રહેશે.
 - C. રજીસ્ટ્રેશન સર્ટીફિકેટ ("E-1" Class or above)ની નકલ રજુ કરવાની રહેશે.
 - D. જી.એસ.ટી સર્ટીફિકેટની નકલ રજુ કરવાની રહેશે.
 - E. છેલ્લા ત્રણ વર્ષના ઇન્કમ ટેક્સ રીટર્ન અને બેન્ક સોલ્વન્સી રજુ કરવાની રહેશે. (બેંક સોલવન્સી લઘુત્તમ 2.00 લાખની રહેશે).
 - F. ઇ.એમ.ડીની રકમ રૂ:-98,700/-નો તથા ટેન્ડર ફી ની રકમ રૂ.2,500/- નો “નાયબ વન સંરક્ષકશ્રી, સુરેન્દ્રનગર વન વિભાગ, સુરેન્દ્રનગર /Deputy Conservator of Forests, Surendranagar Division, Surendranagar”ના નામનો જ ડી.ડી. રજુ કરવાનો રહેશે. અન્ય બચતપત્રનાં માધ્યમથી અનામત સ્વિકાર્ય રહેશે નહીં.
 - G એજન્સી દ્વારા કોઈ કામ અધુરું છોડાયેલ નથી તેમજ એજન્સી બ્લેક લીસ્ટેડ થયેલ નથી. તે બાબતનું તમામ જવાબદાર વ્યક્તિઓ દ્વારા અત્રેને પ્રમાણપત્ર આપવાનું રહેશે.
- 3) માર્ગ અને મકાન ખાતુ ગુજરાત રાજ્યની જોગવાઈ મુજબ B1 ટેન્ડર ફોર્મમાં કરાર કરવાના રહેશે.
- 4) અત્રેના વિભાગ હેઠળ મંચાણ બનાવી સ્થળ પર ઉભા કરવાનાં થાય છે. વિભાગ પાસે નાણાંકીય ઉપલબ્ધતાને આધિન સદરહુ સંખ્યામાં ફેરફાર થઈ શકે. જે પાર્ટીને બંધનકર્તા રહેશે. (નાણાંકીય ઉપલબ્ધતા ન થયેથી અથવા વહીવટી કારણોસર ટેન્ડર રદ કરવાની સત્તા નાયબ વન સંરક્ષકશ્રી, સુરેન્દ્રનગર ની રહેશે. પાર્ટીએ ટેન્ડરમાં આપવામાં આવેલ અંદાજપત્રકના સ્પેશીફિકેશન પ્રમાણેના માલ-સામાનમાંથી તૈયાર કરવામાં આવેલ માંચડા (ફાઉન્ડેશન સહીત) ના આ વિભાગ હેઠળ આવેલ રેન્જોના ગામોમાં સંબંધિત રેન્જ ફોરેસ્ટ ઓફીસર દ્વારા દર્શાવવામાં આવેલ સ્થળોએ ફાઉન્ડેશન કરી, મંચાણ (માંચડા) ફીટ કરી આપવા સાથેના (તમામ લાગુ ટેક્સ સાથે) ના ભાવ ભરવાના રહેશે.
- 5) કોઈ પણ શરતી ટેન્ડર સ્વીકારવામાં આવશે નહીં.
- 6) ઇજારદાર દ્વારા સ્થળ પર ફીટ કરવામાં આવેલ મંચાણ ટેન્ડરમાં આપવામાં આવેલ અંદાજપત્રકના સ્પેશીફિકેશન મુજબ દર્શાવવામાં આવેલ માલ-સામાન માંથી તૈયાર કરવામાં આવેલ નહીં હોય તો મંચાણ રીજેક્ટ કરવામાં આવશે અને ઇજારદારે પોતાના ખર્ચે સપ્લાય કરવામાં આવેલ મંચાણ પરત લઈ જવાના રહેશે.
- 7) આ કોન્ટ્રાક્ટની કામગીરી પૂર્ણ કરવાની મુદત વર્ક ઓર્ડર મળ્યાથી તા.31/03/2027 સુધીની રહેશે. જરૂરી જણાય તો નાયબ વન સંરક્ષકશ્રી આ સમય મર્યાદામાં જરૂરી વધારો-ઘટાડો કરી શકાશે. તેમજ પાર્ટીની સહમતી બાદ કોન્ટ્રાક્ટની મુદતમાં 1 વર્ષ અથવા 31.03.2028 સુધી વધારો કરી શકાશે.
- 8) ન્યાયની અદાલતમાં શિક્ષા પામેલ, નૈતિક અધઃપતનનાં ગુન્હા સંબંધમાં શિક્ષા પામેલ, બ્લેકલીસ્ટ થયેલા, 18 વર્ષથી ઓછી ઉંમરના હોય કે વન ખાતાની લેણી રકમ ભરવામાં નિષ્ફળ થયા હોય તે ઇસમોને ઇજારામાં માંગણી કરવા દેવામાં આવશે નહીં. તેમજ તેઓએ ભરેલ ટેન્ડર અમાન્ય ગણવામાં આવશે. તેમજ પાછળથી આવુ જાણવા મળ્યેથી તેમની સામે સરકારી કચેરીથી માહિતી છુપાવ્યા બદલ નિયમોનુસાર કાર્યવાહી કરવામાં આવશે.

- 9) કામગીરી બાબતની શરતો તેના અમલ અર્થે તેમજ ચુકવણા અર્થે કોઈ વિવાદ ઉપસ્થિત થાય તો તે અંગે રેન્જ ફોરેસ્ટ ઓફિસર, રેન્જ કક્ષાની સમિતીનો નિર્ણય આખરી ગણવામાં આવશે અને આ નિર્ણય સામે અપિલ નાચબ વન સંરક્ષકશ્રી, સુરેન્દ્રનગર વન વિભાગને કરી શકશે.
- 10) કામગીરી મંજૂર થયેલ અંદાજપત્રક મુજબ રેન્જ ફોરેસ્ટ ઓફિસરશ્રીના માર્ગદર્શન / સુચના મુજબ કામગીરી કરવાની રહેશે. વધુ માર્ગદર્શન મદદનીશ વન સંરક્ષકશ્રી પાસેથી મેળવવાનું રહેશે.
- 11) સમયસર કામગીરી કરવામાં નહીં આવે તો નુકશાનીનું વળતર ઇજારાદાર પાસેથી વસુલ કરવામાં આવશે. આ અંગે સરકારશ્રીને થતું કોઇપણ નુકશાન બંધનકર્તા ઇજારાદાર પાસેથી સીધી રીતે વસુલ નહીં આવે તો જમીન મહેસુલની બાકી તરીકે તેમની પાસેથી અથવા તેમના વાલી વારસા પાસેથી વસુલ કરવામાં આવશે.
- 12) સફળ ઇજારાદાર તરફથી ફાઈનાન્સીયલ બીડમાં કામ કરવા સહમતી આપતી દર્શાવેલ ડાઉન ટકાવારી જો 10% કરતા વધુ ડાઉન હશે તો, જેટલા ટકા વધુ ડાઉન હોય, તેના અડધા ટકા ડિપોઝીટ, સીક્યુરીટી ડીપોઝીટ સાથે વધુ ભરવાની રહેશે. દા.ત. ટેન્ડરમાં ઇજારાદાર તરફથી દર્શાવેલ ડાઉન ટકાવારી જો 15% હોય તો, ઇજારાદારને ભરવાની થતી કુલ ડીપોઝીટની રકમ 13% (10% સીક્યુરીટી ડિપોઝીટ + 3% વધુ ભરેલ ડાઉન ટકાવારી 6% ના અડધા 3% રહેશે.)
- 13) કામગીરી જણાવેલ સમયમર્યાદામાં પૂર્ણ કરવામાં નહીં આવે તો કરારની કિંમતના 0.1% લેખે પ્રતિ દિન, કામ પુરું કરે ત્યાં સુધી ઇજારાદાર પાસેથી ચાર્જ વસુલવામાં આવશે
- 14) ઇજારાદાર દ્વારા જણાવેલ કામગીરી સમયમર્યાદામાં અને ગુણવત્તાના ધોરણે પૂર્ણ કરવામાં નહીં આવે તો દિન-3ની નોટીસ આપી, ઇજારો તાત્કાલિક અસરથી રદ કરવામાં આવશે અને તેઓ દ્વારા ભરેલ સીક્યુરીટી ડીપોઝીટ જપ્ત કરવામાં આવશે અને તે પછીના ભાવ ધરાવતી બીજી તથા ત્રીજી પાર્ટી પાસે કામગીરી કરાવવામાં આવશે અને તેઓ આ કામગીરી કરવા ઇચ્છુક ન હોય તો રી-ટેન્ડરીંગ કરી નવેસરથી ભાવો મંગાવવામાં આવશે. આ પ્રક્રિયામાં જે-તે ભાવ તફાવત અગાઉના મંજૂર થયેલ ભાવના ઇજારાદારે ચુકવવાના રહેશે. જે તેઓને બાધ્ય રહેશે.
- 15) જે પાર્ટીનું ટેન્ડર L1 તરીકે મંજૂર થયેલ હશે તેના કામની ચકાસણી વખતો-વખત સંબંધિત રે.ફો.ઓ. દ્વારા કરવામાં આવશે. જે દરમિયાન L1 પાર્ટી દ્વારા સમયસર કામગીરી થઇ શકે તેમ નથી તે પરિસ્થિતિમાં બાકીની પાર્ટીઓ (L2, L3....) સદરહુ કામગીરી પૈકીની બાકી રહેલ કામગીરી માટે જે પાર્ટી L1 પાર્ટીના મંજૂર થયેલ ભાવમાં કામગીરી કરવા સહમત હશે તો તેવી તમામ પાર્ટીને બાકી રહેલ કામગીરીની વહેંચણી કરી, વાટાઘાટ કરવાનો નાચબ વન સંરક્ષકશ્રી, સુરેન્દ્રનગર વન વિભાગ, સુરેન્દ્રનગરનો અબાધીત હક રહેશે. જે શરત ટેન્ડર ભરનાર પાર્ટીને બંધનકર્તા રહેશે.
- 16) બનાવવાના થતા મંચાણનો પ્રતિ મંચાણ વજન અંદાજપત્રકમાં દર્શાવેલ જથ્થાથી ઓછો ન હોવો જોઈએ. ઓછો વજનવાળા મંચાણ રીજેક્ટ કરવામાં આવશે અને જેનો થયેલ ખર્ચ જે-તે પાર્ટીએ ભોગવવાનો રહેશે. જેનું વળતર મળવાપાત્ર રહેશે નહીં.
- 17) સરકારશ્રીના પ્રવર્તમાન ઠરાવની જોગવાઈ અનુસાર જે ઇજારાદારના ભાવો L1 તરીકે મંજૂર થયેલ છે તે મંજૂર થયેલ મંચાણ (ફાઉન્ડેશન) ની કિંમતના 75% રકમ નાચબ વન સંરક્ષકશ્રી, સુરેન્દ્રનગર ની કચેરી દ્વારા તેમજ 25% રકમ લાભાર્થી ફાળો જે-તે લાભાર્થી દ્વારા ચુકવવામાં આવશે. આ બાબતે રેન્જ ફોરેસ્ટ ઓફિસરશ્રી દ્વારા પુરી પાડવામાં આવેલ લાભાર્થીઓની યાદી પૈકી સંબંધિત લાભાર્થી પાસેથી 25% રકમ મેળવી આ અંગેની પહોંચ/પાવતી સંબંધિત લાભાર્થી તથા રે.ફો.ઓ.ને આપવાની રહેશે. સદરહુ પાવતી સંબંધિત રે.ફો.ઓ.ને રજૂ કર્યા બાદ જ ઇજારાદારને ચુકવણા કરવામાં આવશે.
- 18) કોન્ટ્રાક્ટર આ કામ અન્ય પેટા કોન્ટ્રાક્ટરને સીધી કે પરોક્ષ રીતે આપી શકશે નહીં.
- 19) કુદરતી આપતિ અથવા અન્ય કારણોસર નુકશાન થશે તો તેની કોઇ વધારાની રકમ મળશે નહીં.
- 20) ટેન્ડર ભરતા પહેલા ટેન્ડર ભરનારે તમામ બાબતોને ધ્યાનમાં રાખી જી.એસ.ટી. સહીત ભાવ આપ્યો છે એમ માની લેવામાં આવશે. ટેન્ડર મંજૂર થયા પછી કોઈ પણ દાદ ફરીયાદ સાંભળવામાં આવશે નહીં.

- 21) મંજુર થયેલ ટેન્ડર ટેન્ડરની કામગીરીની ગુણવત્તા બાબતે, સરકારશ્રીના હિતમાં તેમજ અન્ય કોઈ પણ કારણોસર રદ કરવાની સત્તા નાયબ વન સંરક્ષકશ્રી, સુરેન્દ્રનગરની રહેશે અને તે બાબતે અરજદારની કોઈ રજુઆત સાંભળવામાં કે તેનો જવાબ આપવા ના.વ.સ.શ્રી, સુરેન્દ્રનગર બાધ્ય નથી.
- 22) ટેન્ડર ખોલ્યા બાદ ભાવો અંગે અત્રેથી બોલાવવામાં આવે ત્યારે નાયબ વન સંરક્ષકશ્રીની રૂબરૂમાં હાજર થવાનું રહેશે. ટેન્ડર મંજુર થયેથી ઇજારદારે રકમ રૂ.300/- ના સ્ટેમ્પ પેપર પર શરતો પ્રમાણે જરૂરી કરારનામું કરવાનું રહેશે. આવી માંગણી તેમને બંધનકર્તા રહેશે.
- 23) કામગીરીના ચુકવણાના ઉપર નિયમોનુસાર ઇન્કમ ટેક્સ, સરચાર્જ, લેબરશેષ, જી.એસ.ટી, ટી.ડી.એસ વગેરે વસુલ કરવામાં આવશે.
- 24) કામગીરી વન વિભાગના કાર્યક્ષેત્રમાં કરવાની થતી હોવાથી વન વિભાગની મિલકત કે વન્યસૃષ્ટિને કોઈ નુકશાન ન થાય તે અંગેની તકેદારી રાખવાની રહેશે. મટીરીયલ્સ લઈ જવા માટે સ્થાનિક ઉપયોગમાં હોય તે જ રસ્તાનો ઉપયોગ કરવાનો રહેશે.
- 25) કામગીરી વન વિભાગના કાર્યક્ષેત્રમાં થતી હોવાથી કોન્ટ્રાક્ટર દ્વારા રાખવામાં આવેલ માણસો દ્વારા વન વિભાગની મિલકતને કે વન્યસૃષ્ટિને નુકશાન પહોંચાડશે તો તેની સઘળી જવાબદારી કોન્ટ્રાક્ટરની રહેશે, તેમજ વન્યસૃષ્ટિને પહોંચાડેલ નુકશાન અન્વયે વન વિભાગના નિયમોનુસાર કાર્યવાહી કરવામાં આવશે.
- 26) તેમજ કામગીરીના સ્થળ સિવાયના અન્ય સ્થળ પર તેઓ ફરતા પકડાશે તો વન વિભાગના નિયમોનુસારની કાર્યવાહી કરવામાં આવશે તથા વન્ય પ્રાણી દ્વારા તેમને કે તેમના માણસોને ઇજા પહોંચાડવામાં આવશે તો તેની વન વિભાગની જવાબદારી રહેશે નહીં.
- 27) ગુજરાત બાંધકામ મેન્યુઅલની જોગવાઈ મુજબ માપપોથીમાં કામોના માપ નોંધવાના રહેશે અને કોન્ટ્રાક્ટરે પ.વ.અ.શ્રી પાસેથી તેની ખાતરી બદલની સહી કરાવવાની રહેશે તથા કામગીરીના દરેક તબક્કે Hidden Measurement તેમજ અન્ય જરૂરી ચકાસણી મદદનીશ વન સંરક્ષકશ્રી પાસે કરાવવાની રહેશે.
- 28) ભાગીદારીમાં ભાવ ભરનારે રજીસ્ટર્ડ ભાગીદારીનું સર્ટીફિકેટ રજુ કરવાનું રહેશે. જો તેઓના ભાવ મંજુર થાય તો બધા ભાગીદારો અથવા કોઈ એક ભાગીદારને સરકારશ્રી જવાબદાર ગણી શકશે અને તેની સામે નિયમોનુસારની કાર્યવાહી કરી શકશે.
- 29) કોઈ પણ કાયદાકિય પ્રક્રિયાનું ન્યાયિક કાર્યક્ષેત્ર સુરેન્દ્રનગર રહેશે.
- 30) ઉપરની શરતો અંગે ભંગ થયેથી તેમજ રેન્જ ફોરેસ્ટ ઓફિસરશ્રીની અત્રેને કામગીરી રોકવાની જાણ કર્યાથી તુરંત જ કામગીરી વગર નોટીસે બંધ કરવામાં આવશે અથવા બાકી બીલ રદ કરવામાં આવશે. આ હુકમમાં ફેરફાર કરવાનો અધિકાર નાયબ વન સંરક્ષકશ્રી, સુરેન્દ્રનગર વન વિભાગ, સુરેન્દ્રનગરને રહેશે.
- 31) કુદરતી આપત્તિ અથવા અન્ય કોઈ કારણોસર કોઈ માણસ જીવનની અથવા તો માલ-સામાન અથવા તો કોઈ બીજી વસ્તુની નુકશાની થશે તો કોઈ વધારાની રકમ મળશે નહીં.
- 32) મંચાણ બનાવવાની કામગીરીમાં વપરાતા મટીરીયલ્સની ગુણવત્તા બાબતે પ્રામાણિક સંસ્થા પાસેથી લેબોરેટરી રિપોર્ટ મેળવી ઇજારાદારે રજુ કરવાનો રહેશે.
- 33) ફીઝીકલ ડોક્યુમેન્ટ નિયત સમયે રજુ કરવામાં નહીં આવે તો ટેન્ડર રદ કરવામાં આવશે.
- 34) એજન્સી દ્વારા કોઈ કામ અધુરું છોડાયેલ નથી તેમજ એજન્સી બ્લોક લીસ્ટેડ થયેલ નથી. તે બાબતનું તમામ જવાબદાર વ્યક્તિઓ દ્વારા અત્રેને પ્રમાણપત્ર આપવાનું રહેશે.
- 35) ઓનલાઇન ડોક્યુમેન્ટ ડાઉનલોડ કરવા / અપલોડ કરવામાં કોઈ પણ ટેકનીકલ ફોલ્ટ હશે તો અત્રેની ડી.સી.એફ.ઓફીસ જવાબદાર નથી.
- 36) ઇજારદારે ભરેલ સિક્યોરીટી ડીપોઝીટની રકમ કામગીરી પૂર્ણ થયા પછી લગત પરિક્ષેત્ર વન અધિકારીશ્રી દ્વારા કામગીરી પૂર્ણ થયાનું કમ્પ્લીશન સર્ટીફિકેટ મળ્યા બાદ જ છુટી કરવા માટેની આગળની કાર્યવાહી કરવામાં આવશે.
- 37) જો કોઈ પાર્ટી ટેન્ડરની શરતોનો ભંગ કરતા ડોક્યુમેન્ટ રજુ કરશે, સરકારને ગેર માર્ગે દોરશે કે ખોટા ડોક્યુમેન્ટસ રજુ કરશે. તેવી પાર્ટીને કોઈ પણ નોટીસ વિના રદ કરવામાં / ગણવામાં આવશે.

38) ઉપરોક્ત ટેન્ડરના ફિઝીકલ ડોક્યુમેન્ટ રજી.એ.ડી., સ્પીડ પોસ્ટ અથવા રૂબરૂ તા.03/09/2025 સમય.૧૮:૦૦ સુધી સ્વીકારવામાં આવશે. ત્યારબાદ મળેલ ફિઝીકલ ડોક્યુમેન્ટ મળેલ નથી તેમ માની તેમનું ટેન્ડર ખોલવામાં નહીં આવે.

અમો એ વાતથી વાકેફ છીએ કે, અમો દ્વારા ખોટા દસ્તાવેજો રજુ કરવા, સરકારને ગેર માર્ગે દોરવા કે સરકારના નીતિ-નિયમોનો ભંગ કરવાથી અમો બ્લેક લિસ્ટ થઈ શકીએ છીએ તથા ઉપર પ્રમાણેની શરતો મેં વાંચી, વચાવી તથા સમજી આ ભાવ ભરીએ છીએ તથા ઉપરોક્ત તમામ શરતો મને કબુલ છે. તેની ખાત્રી બદલ સહી કરેલ છે.

તા.19/06/2026

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