

CONTRACT NO.

**GUJARAT WATER SUPPLY & SEWERAGE BOARD
GANDHINAGAR**

(A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING)



Bid documents for “Procurement, Supply, Installation, and Commissioning of Water Testing Laboratory Instruments/Equipment with Accredited Calibration Certificates and One-Year Warranty, Including Supply of Glassware, Certified Reference Materials (CRM), Miscellaneous Laboratory Items, Computers, and Printers for Water Quality Testing Laboratories.”

Estimated Cost: Rs. 1,82,35,348/-

VOLUME – IB

TECHNICAL BID

**Director
Gujarat Jalseva Training Institute
Sector-15, Gandhinagar**

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I N D E X

GENERAL CONDITIONS OF CONTRACT		
Clause 1	Security deposit	
Clause 2	Liquidated damages for delay	
Clause 3	Default by contractor	
Clause 4	Action when the progress of any particular portion of the work is unsatisfactory	
Clause 5	Non exercise of powers under clause 3 not a waive	
Clause 5-A	Powers to seize tools, plants, machineries, materials and stores of the contractor on invocation of clause 3	
Clause 6	Extension of Time limit	
Clause 7	Final Measurements and final bill on completion of work	
Clause 8	Intermediate and final payments	
Clause 9	Payment at reduced rates	
Clause 10	Bills to be submitted monthly	
Clause 11	Bills and rates payable	
Clause 12	Materials to be supplied by the Department	
Clause12-A	Consumption and return of materials supplied by the Department	
Clause 12-B	Safe custody of materials supplied by the Department	
Clause 13	Drawings, designs, instruction of the Engineer- in- Charge and specifications, order of	
Clause 14	Excess over Tender Quantities, Extra Items and Variations	
Clause 15	No. Claim to any payment or compensation for alterations or for restrictions of work	
Clause 16	Claims under the contract	
Clause 17	Remedies for inferior or bad work, materials of workmanship and maintenance clause	
Clause 17-A	Defect liability clause	
Clause 18	Work to be open for inspection- Contractor's responsible agent to be present.	
Clause 19	Notice to be given before work is covered up	
Clause 20	Damage to contract work- in- progress and damages to surrounding properties.	
Clause 20-A	Damages due to acts of God and unprecedented floods	
Clause 21	Contactor to supply plant, ladders, scaffolding etc., and is liable for damage arising from non-provision of lights, fencing etc.	

Clause 21-A	Regulations for scaffolds, working platforms, gangways and stairways	
Clause 21-B	Regulations for hoisting appliance	
Clause 22	Measures for prevention of fire	
Clause 23	Liabilities to contractors for any damages done in or outside work	
Clause 24	Risk & Cost Clause	
Clause 25	Recovery from Contractors	
Clause 26	Work not to be sublet; consequences for unauthorised subletting, bringing and becoming insolvent	
Clause 27	Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.	
Clause 28	Changes in the constitution of firm to be notified	
Clause 29	Works to be under directions of Superintending Engineer	
Clause 30	Settlement of Disputes and Arbitration	
Clause 31	Deleted	
Clause 32	Lump sums in estimates.	
Clause 33	Action where no specifications	
Clause 34	Definition of work	
Clause 35	Non refund of quarry fees & Royalties	
Clause 36	Compensation under the Workmen's Compensation Act	
Clause 36-A	Liability of the contractor in case of accidents	
Clause 36-B	Arrangements for personal safety requirements and first aid	
Clause 37	Quantities in the tender to be considered approximate and they are subject to variations	
Clause 38	Employment of famine or other labour	
Clause 39	Claim for compensation for delay in starting the work	
Clause 40	Claim for compensation for delay in the execution of work	
Clause 41	Entering upon or commencing any portion of work	
Clause 42	Minimum age of persons employed	
Clause 43	Method of payment	
Clause 43-A	Set off Clause.....	
Clause 44	Check Measurements	
Clause 45	Termination by Engineer in Charge	
Clause 46	Payment upon Termination	
Clause 47	Rates inclusive of Sale Tax/ VAT and all other taxes.	
Clause 47-A	Income Tax	
Clause 48	Employment through Employment Exchange and local labour	

Clause 49	Fair wages	
Clause 50	Deleted	
Clause 51	List of Machinery	
Clause 52	Deleted...	
Clause 53	Local labour on normal rates	
Clause 54	Land on Hire and rental charges	
Clause 55	Vaccination to labourers	
Clause 56	Camp facilities to workers	
Clause 57	Gum boots, hand gloves, masks etc., to labourers	
Clause 58	No distinction between harijans and other workers	
Clause 59	Price Variation Clause	
Clause 60	Fencing and Lighting	
Clause 61	Liabilities for accidents to persons	
Clause 62	Access to site and work on site	
Clause 63	Reports regarding labour	
Clause 64	Treasure trove	
Clause 65	Indemnity	
Clause 66	Insurance of labourers	
Clause 67	Setting out	
Clause 68	Cement Register	
Clause 69	Materials and works Test Register	
Clause 70	Progress Schedule	
Clause 71	Secured Advance. (Deleted)	
Clause 72	Advance payment (Deleted)	
Clause 73	Advance against machineries (Deleted)	
Clause 74	Mobilization Advance	
Clause 75	Licence for contract labour	
Clause 76	Recovery of Testing Charges and handing over empty cement bags	
Clause 77	Recover of Sales Tax	
Clause 78	Building and other construction works welfare cess (Labour cess)	

GENERAL CONDITIONS OF CONTRACT

(CLAUSE-1) Security Deposit:

Within 10 (Ten) days of receipt of Letter of Acceptance, the successful Bidder shall furnish to the Employer an irrevocable and unconditional guarantee from any nationalized bank or as per list mentioned in GR of. Finance Department, FD/MSM/e-file/4/2025/2712/D.M.O, DATED: 01/04/2026 (or latest) (Enclosed) for an amount equal to 5% (five percent) of its Contract Price. In case of bids mentioned below, the successful Bidder, along with the Performance Security shall also furnish to the Authority an irrevocable and unconditional guarantee from any nationalized bank or as per list mentioned in GR of. Finance Department, GR. No: FD/MSM/e-file/4/2025/2712/DMO, Date: 01.04.2026. (Enclosed) towards an Additional Performance Security (The "Additional Performance Security") for an amount calculated as under:

- a) If the Contract Price offered by the Selected Bidder is lower than 10% but up to 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
- b) If the Contract Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
- c) This Additional Performance Security shall be treated as part of the Performance Security

The Performance Security shall be valid beyond 60 (sixty) days of the Defects Liability Period and the Additional Performance Security shall be valid beyond 28 (twenty-eight) days of Project Completion Date.

Further amount equivalent to 5% shall be deducted from the running bill as retention money so that total performance security deposit turns out to be 10% of the contract value.

Without limitation to the provisions of the preceding paragraph, whenever the Employer's representative determines an addition to the Contract price as a result of a change in cost and/or legislation or as a result of variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor, at the Employer's representative's written request, shall promptly increase the value of the performance security in that currency by an equal percentage.

The performance security for the works shall be valid beyond 30 days from the date of issue of the Taking-over-certificate at the end of defect liability period and performance security for the warranty works shall be valid 30 days beyond the date of completion of the warranty period.

5% performance security and 5% retention money recovered from each running bills till successful completion of the work (Total 10% of contract value) shall be released as mentioned below:

- (i) 50% of total security amount shall be released after 30 days from the date of successful supply, installation and commissioning of the items.
- (ii) Remaining 50% of total security deposit shall be released as mentioned below:

Remaining 50% security deposit will be released after one year of the completion of the warranty period items mentioned Schedule-B1.

Prior to making any claim under the performance security, the Employer shall, in every case, notify the Contractor stating the nature of the default for which the claim is to be made.

(CLAUSE-2) Liquidated damages for delay:

2.1 Overall Physical Progress of work:

- a) The schedule of completion of the work shall be as under: -

Time	Percentage of work (Physical)	MODE OF DEDUCTION AT EACH MILE STONE
25%	15%	DEPOSIT
35%	25%	DEPOSIT
50%	40%	DEPOSIT
60%	50%	DEPOSIT
75%	75%	DEPOSIT
100%	100%	LD Deduction

- b) However, if the contractor fails to meet any of the milestone both in time (e.g. 25 % for first milestone) and corresponding Physical progress (e.g. 15 % for first milestone) as mentioned above, amount to be retained at the rate of 0.1 percentage of that milestone value per day till said designated part (s) is completed. In case, if the contractor executes and meet the subsequent milestone criteria, then the earlier retained amount shall be released. However, such retention / release for the slippage of subsequent / other milestones shall be applicable in the similar manner.
- c) However, if the contractor meets any of the next milestones of physical completion of work within the corresponding time limit as per the table above, the amount kept as deposit as per para (b) above, shall be returned to the contractor after completing that milestone.
- d) If the contractor does not complete the entire work under the scope on the date of Completion, (i.e. 100% of the physical progress at the end of 100% of the time of completion), Liquidated damages at the rate of 0.1% of contract value per day of delay shall be recovered from the contractor. In such case, the amount retained as deposit shall be converted into liquidated damages.

- e) In case the time limit for completing the work is extended under any circumstances by GWSSB the milestone for completing the works will get changed according to the table as specified in Clause (a) above. Subsequently in event of any amount deposited as per Clause (b) above shall be released to the contractor. But in case, the work is not completed within the extended time limit and no further time extension to be granted, the liquidated damages shall be payable as 0.1% of the total contract value per day subjected to the maximum amount of 10% of the total contract value.

2.2 DELETED:

2.3 Supply of Instruments, Chemicals, CRM and Glassware:

- a) The contractor shall pay specific attention to timely supply of Instruments, Chemicals, CRM and Glassware items. The contractor is bound to supply all materials as per the specification laid within the time period stipulated in work plan approved by EIC. For ensuring the same, the contractor has to upfront declare at the time of bidding, their method of procurement of materials i.e. (i) Through cash (if yes, this has to be reflected in their cash flow / fund flow plan to be submitted by contractor within one month from the date of signing of contract agreement) (ii) Through credit (iii) Through Letter of Credit (LOC); etc. In case of LOC, the contractor will enter into/ open LOC with the approved vendor within one month from the date of approval of QAP of pipes matching with delivery schedule. The maximum ceiling for number of times for opening of LOC is four, however the date of opening of last LOC with approved vendor for supply of pipes will be 4 months prior to stipulated end date for supply of pipes as per approved work plan.
- b) The event of non-supply of all materials, as per approved work plan / delivery schedule shall attract compensation at the rate 0.25% of cost of all materials, calculated on the basis of BOQ, to be supplied per month, per day of delay and will be having cumulative effect till the date of actual supply of pipe. The compensation levied under this clause shall be of permanent nature and is non-refundable under any circumstances. However, the maximum ceiling limit of 10% of Contract Price as specified above shall also apply to liquidated damage deducted under this clause.

2.4 Deleted

2.5 The aggregate maximum amount of liquidated damages recoverable under this Clause-2 "LIQUIDATED DAMAGES "shall be subject to ten percent of the total contract value.

2.6 The reasons requiring recovery of liquidate damages of ten percent of the contract value for performance shall be sufficient cause for termination of contract and for forfeiture of security deposit including amount of performance bond/security and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases.

(CLAUSE-3) Default by Contractor:

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

If the contractor fails to take satisfactory corrective action within ten days after receipt of such notice, the Engineer In-charge on behalf of 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 of 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 obligations from the guarantors of the security for the performance.

(CLAUSE-4) Actions when the progress of any particular portion of the work is unsatisfactory.

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

(CLAUSE-5) Non exercise of power under Clause-3 not a waiver.

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

(CLASE-5A) Powers to seize tools, plants, machineries, materials and stores of the contractor on invocation of clause 3

In the event of the Engineer- in charge taking action under clause 3, he may, if so desire, take possession of all or any tools, plants, machineries, materials and store in or upon the work or the site thereof or belonging to the contractor or procured by him and intended to be used for upon the work of the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, by paying or allowing for the same in account at the contract rate or in case of contract rates not being applicable at such reasonable rates, as may be comparable 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 store 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 expense 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.

(CLASE-6 :) : Extension of time limit: -

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 competent authority of GWSSB in this matter shall be final.

(CLASE-7 :) : Final measurement and final bill on completion of work:

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

No certificate of completion shall be issued not 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 surplus materials, except such, as are required for rectification of defects; rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor for the workmen and cleared all dirt from all parts of building(s) in, upon or around which the work has been executed or of which he may have possession for the purpose of the execution thereof and cleared floors, gutters and drains, cased doors and sashes, oiled locks and fastening labelled 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 expense of the contractor, fulfil 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 are more than the amount realised such disposal as aforesaid the contractor shall forthwith, on demand, pay such excess. The Engineer- in-charge shall also have the rights to adjust the amount of excess against any amounts that may be payable to the contractor.

(CLAUSE-8): Intermediate and final payments:

No payments 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 on not as payments for work actually done and completed and shall not preclude the Engineer- in-charge from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contractor or any part thereof in any respect or the accruing of any claims, nor shall it conclude, determine, or affect in any way the power of the Engineer-in-charge as to the final settlement and adjustment of the account or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the completion of the work, otherwise the Engineer-in charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

(CLAUSE-9): Payment at reduced rates:

The rates for items of works shall be valid only when the items concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are accepted as not so completed, the Engineer In-charge can make payments at reduced rates.

(CLAUSE-10): Bill 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 measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. if the contractor does not

submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose countersignature to the measurement list shall be sufficient warrant and the Engineer-in-charge may prepare a bill form such list which shall be binding on the contractor in all respects.

(CLAUSE-11):Bills and rates payable:

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

(CLAUSE-12):Materials to be supplied by the department.

If the specification of the work provides for the use of any special description of materials to be supplied from the Department 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 hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sum then deposited, 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 account be removed from the site of the work and shall at all times, 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 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/ decreased corresponding to the increased/ decreases in the new rate payable for excess quantity as compared to date of issue of such quantity of materials.

(CLAUSE-12A): Consumption and return of materials supplied by the department.

The contractor shall be entitled to use the material supplied by the Department only to the extent of quantities of such materials required for execution of the work as per theoretical calculation. 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 15days 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 rate for materials specified in Schedule A of contract Agreement.

(CLAUSE-12B): -Safe custody of materials supplied by the department

All stores and materials supplied by the department shall be in safe custody .The store shall be accessible to the Engineer-in-charge or his agent at all times, No materials shall be allowed to removed from the site of the work and any material required for the execution of the work shall be taken out form the store only in the presence of a duly authorized agent of the Engineer-in-charge.

(CLAUSE-13): Drawings, designs, instructions of the engineer-in-charge and specifications, order of precedence in case of discrepancies

- (1) The contractor shall execute the whole and every part of the work in the most substantial and workmen-like manner and both as regards materials and in other respects in strict accordance with specifications.

The contractor shall also conform exactly, full 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 or the purpose of inspection at such office during office hours.

Where the instructions referred to above are not contained in separate letters addressed to the contractor the same shall be recorded in the work order book, which shall be maintained and kept on the site of the work. The contractor shall be required to sign such entries in the work -order book in token of having noted the instruction. 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 instructors. The work-order book shall be open for inspections to the contractor on the site or 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. (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 document, 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 defective description or ambiguity, the Engineer-in-charge is entitled to issue further instructions directing in what manner the work is to be carried out. The contractor cannot take any advantage of any apparent error or omission in drawings or specification and the Engineer-in-charge shall be entitled to makes corrections and interpretations as necessary to fulfil the plans and specifications.

(CLAUSE-14) Excess over Tender Quantities, Extra Items and Variations

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 wok 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 any additional work which the contractor may be directed to do in the manner above specified as part of 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 are specified in the tender for the main work.

- (14.1) 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 or tender rate whichever is less and for the materials consumed in excess quantity the rate for the materials to be charge 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. (Here S.O.R. rates mean rates considered for estimation)

- (14.2) If the additional or altered work includes any class or work for work of 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 board shall be final and binding to 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 GWSSB 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 in "Schedule of Rates" of the Division in the year in which the tender was received. If the Schedule of rates of GWSSB 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 or 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.

(CLAUSE-15) No. Claim to any payment or compensation for alterations or for restrictions 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 work, as specified in the tender, be stopped for any period of 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 drive in consequence of the full amount of the work not having been out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or unemployment of labour required by him, He shall not have also any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

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

(CLAUSE 16 :) Claims under the contract

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.

(CLAUSE-17) Remedies for inferior or bad work, materials of workmanship and maintenance clause:

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 or 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 of may have been passed, certified and paid or 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 in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate or 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 clause:

The contractor shall be responsible to make good and remedy at his own expense any defect in works (Items)carried out by the contractor including surface worn out which may develop or may be noticed 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 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 Defect Liability Period shall be one year from the certified date of completion of work.

(CLAUSE-18) Work to be open to inspections- Contractor or responsible agent to be present:

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

Employment of a qualified site Engineer by the Contract. As per tender document clause 3.0 of qualifying criteria

(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 if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained. The same shall be uncovered at the contractor's expense and in default thereof, no payment or allowance shall be made for such work or for the materials which the same was executed.

(CLAUSE-20) Damage to contract work- in- progress and damages to surrounding properties.

If the contractor or workmen, or servants shall break, deface, injure or destroy any part of the building or the work in question in/on which they may be working or any building, road, fence, enclosure or grass- land or cultivated ground contiguous to the premises on which the work or any part thereof is being executed or if any damage shall be done to the work from any cause 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 of a sufficient portion thereof,

(CLAUSE-20-A) Damages due to acts of God and unprecedented floods.

Neither party shall be liable. to the other for any loss of damage occasioned by or arising out of acts 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 or 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 10 year(s) which is on the available record.

(Modified Vide R.& B.D.G.R. No. TNC- 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 material (except such special materials if any, as may, in accordance with the contract to be supplied from the Public Works Department Store), 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 of 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 therefore 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 setting out works and counting, weighing and assisting in the measurement of 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 expense 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 proceed 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 defences 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 consent of the Contractor, be paid in compromising any claim by any such person.

(CLAUSE-21A) Deleted

(CLAUSE-21B) Regulations for hoisting appliance

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

- (a) Hoisting Machines and tackle including their attachments, anchorages and supports shall-
 - (i) be of good mechanical construction sound material and adequate strength and free from patent defect, and
 - (ii) be kept in good repair and in working order.

- (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from defect.
- (c) Hoisting machines and tackles shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by Engineer-in-charge.
- (d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- (e) Every crane driver or hoisting- appliance operator shall be properly qualified.
- (f) No person who is below age of 15 years shall be in control of any hoisting machine, including any scaffolds, nor shall give signals to the operator.
- (g) In the case of every hoisting machine and of every chain, ring hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.
- (h) Every hoisting machine and all gears referred to in preceding regulation shall be plainly marked with the safe working load.
- (i) In the case of hoisting machine having a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated.
- (j) No part of any hoisting machine or gear referred to in regulation 'g' above shall be loaded beyond the safe working load except for the purpose of testing.
- (k) Motors, gears, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with sufficient safeguards.
- (l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- (m) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.

(CLAUSE-22) Measures for prevention of fire:

The contractor shall not set fire to any standing jungle, trees, 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 tress, bush wood, grass etc., by fire, the contractor shall take necessary measures to prevent such fire spreading to or other-wise damaging surrounding property. When such permit is given, and also in all cases when destroying cut or dug up tress, bush wood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or other- wise damaging surrounding property.

(CLAUSE-23) Liability of contractors for damages done in or outside work area:

Compensation for all damage done intentionally or unintentionally by Contractor's labourers whether in or beyond limits of Government property including any damages caused by the spreading of fire mentioned in the clause 22, shall be estimated by the Engineer-in - charge, or such 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 and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

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

(CLAUSE 24) Risk & Cost

The Engineer-in-charge or the Competent Authority defined under rules may, without prejudice to his rights against the Contractor, in respect of any delay or inferior workmanship or otherwise, or any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing, absolutely determine the Contract in any of the following cases:

- (i) If the Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date,
- (ii) If the Contractor, being a company, shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order,
- (iii) If the contractor commits breach of any of the terms and conditions of this Contract,
- (iv) If the contractor commits any acts mentioned in, clause 26 thereof. When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in charge on behalf of the Governor of Gujarat shall have powers:

- a) To determine or rescind the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge shall be conclusive evidence), upon such determination or rescission, the earnest money, full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of Government.
- b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the Contractor under the terms of this Contract. The certificate of the Engineer-in-charge, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that; if the expenses incurred by the Department are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
- c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof, as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by Government under this contract or on any other account whatsoever, or from his Earnest Money, Security Deposit, Enlistment Security or the proceeds of sales thereof, or a sufficient part thereof, as the case may be. In the event of any one or more of the above courses being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified. No interest shall be payable to the Contractor on any payment due or awarded by any authority.

(CLAUSE 25) Recovery from Contractors

Whenever any claim against the Contractor for the payment arises under the contract, the Department may be entitled to recover such sum by:

- a) Appropriating, in part or whole of the Performance Guarantee and/or Security Deposit and / or any sums payable under the contract to the contractor.
- b) If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other contract of the department, including the securities which become due for release.

The department shall, further have an additional right to effect recoveries as arrears of land revenue under the Gujarat Land Revenue Code.

(CLAUSE 26) Work not to be sublet; consequences for unauthorised subletting, bribing and becoming insolvent.

The Contractor shall not sublet the entire work under the contract or any part thereof under any circumstances, except the specialised work which is permitted as described in following clauses.

The contractor shall be permitted to sublet the specialised work of Railway Crossings, by the Box Pushing technique. The contractor to which the subletting is proposed to be done, shall be an experienced contractor, who has successfully carried out similar crossing works in the Western Railway region. The contractor shall propose the name of specialised agency to the Engineer In Charge, along with the details of work completed by the specialised agency, proposed time schedule, equipment to be deployed for the proposed crossing works, arrangement for seeking approval from Railway authorities etc., to the Engineer In Charge for his approval to the agency.

The actual work on site shall start only on approval from the Engineer In Charge. The extent of the work allocated to the specialised agency shall be only for the Box structure to be pushed under the railway track. All the approaches, pipe laying and other auxiliary works related to the crossing shall be responsibility of the Contractor.

The contractor shall be responsible for the safety of work and labour and other laws for the sublet work to be carried out by the specialised agency. All the safety, insurance and legal requirement of this contract shall be applicable mutatis mutandis to the work sublet to the specialised agency.

The payments to such approved specialised agency shall be directly made by the Contractor. However, GWSSB will have a right to recover from any amount due to the Contractor, any amount payable by the contractor to the engaged specialised agency. A tripartite agreement shall be signed between the Contractor, Specialised Agency and GWSSB to that effect.

Contract may be rescinded and security deposit forfeited for subletting the work without approval or for bribing a public officer or if contractor becomes insolvent.

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

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

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

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

(CLAUSE-29) Works to be under directions of Executive Engineer:

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

(CLAUSE-30) Settlement of Disputes and Arbitration

30.1 If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to **#Superintending Engineer** (Higher Authority) within 14 days of the notification of the Engineer's decision. If the issue is not resolved, any party can refer the matter for conciliation within 15 days from the decision given by the **#Superintending Engineer**.

30.2 (a) For the work up to Rs.100 Cr., if any of the parties is not satisfied with the decision of the **#Superintending Engineer**, both the parties have to refer to the Chief Engineer concern for the conciliation process.

(b) For the work more than Rs.100 Cr., if any of the parties is not satisfied with the decision of the **Superintending Engineer**, both the parties have to refer to the Member Secretary, GWSSB for the conciliation process.

If the dispute is not resolved through the conciliation process, he may refer the dispute to Gujarat Public Works Contract Dispute Arbitration Tribunal. If the Contractor fails to refer a claim / dispute to the Higher Authority within 14 days of the notification of the Engineer's decision, the Contractor shall not be entitled to any additional payment/claim if he doesn't follow the above sequence in stipulated time and he should not stop the work.

30.3 Arbitration

The procedure for arbitration will be as follows: -

30.3.1 If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to **#Superintending Engineer** (Higher Authority) within 14 days of the notification of the Engineer's decision. If the issue is not resolved, any party can refer the matter for conciliation within 15 days from the decision given by the **#Superintending Engineer**.

30.3.2 (a) For the work up to Rs.100 Cr., if any of the parties is not satisfied with the decision of the **#Superintending Engineer**, both the parties have to refer to the Chief Engineer concern for the conciliation process.

(b) For the work more than Rs.100 Cr., if any of the parties is not satisfied with the decision of the **Superintending Engineer**, both the parties have to refer to the Member Secretary, GWSSB for the conciliation process.

If the dispute is not resolved through the conciliation process, he may refer the dispute to Gujarat Public Works Contract Dispute Arbitration Tribunal. If the Contractor fails to refer a claim / dispute to the Higher Authority within 14 days of the notification of the Engineer's decision, the Contractor shall not be entitled to any additional payment/claim if he doesn't follow the above sequence in stipulated time and he should not stop the work.

(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 contractor shall be entitled to payment in respect of the items of works involved of 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 in the estimate and the certificate in writing or the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him, under the provisions of this clause.

(CLAUSE-33) Action where no specifications:

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

(CLAUSE-34) Definition of work:

The expression 'work' or 'works' where used in these conditions shall, unless there be something in the subject or context repugnant to such construction be construed to mean the work, of the works, contracted to be executed under or in virtue of the

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

(CLAUSE-35) Non refund of quarry fees & Royalties:

The contractor shall pay the royalty to the competent authority/ local body as per rules. The contractor shall furnish quarterly the statement showing quarterly or 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 regards royalty payment to the Royalty authority. The royalty charges paid shall be borne by the Contractor and shall not be reimbursed by the Executive Engineer (Authority: R & BD Circular No. TNC-2286-UO-39(19)-C, dtd,23/10/1989)

(CLAUSE-36) Compensation under the workmen's compensation Act:

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

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

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

(CLAUSE-36B) Arrangements for personal safety requirements and first aid

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

- (a) The workers shall be required to use the equipment so provide be 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 approximately 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) Quantities in the tender to be considered approximate and they are subject to variations.

The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the tender. In the case of increase in the quantities by more than 30% the new rate will be paid to the contractor for the quantities in excess of 30% as per schedule of rates of GWSSB/R&B. The rates for the increased quantities as aforesaid will be fixed in the manner specified in Clause-14.

(CLAUSE-38) Employment of famine or other labour:

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

(CLAUSE -39) Claim for compensation for delay in starting the work

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

(CLAUSE-40) Claim for compensation for delay in the execution of work

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

(CLAUSE -41) Entering upon or commencing any portion or work:

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

(CLAUSE-42) Minimum age of person employed:

- (i) No contractor shall employ any person who is under the age of 18 years.

(CLAUSE -43) Method of Payment: Payment shall be made by cheques or RTGS directly into account of the contractor

(CLAUSE -43-A) Set off Clause

Any sum of money due and payable to the contractor (including the security deposit returnable to the contractor) executing and 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 financed as grant-in-aid by Government of Gujarat State. When no such amount for purpose of the recovery from the contractor against any

claim of the Government / District Panchayat of Gujarat State is available, such a recovery shall be made from the contractor as arrears of land revenue.

(CLAUSE -44) Check Measurements

- 44.1. The department reserves to itself the right to prescribe a scale of check measurement of work in general or specific scale for specific works or by other special orders.
- 44.2. Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.
- 44.3. Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per clause 24 above.

(CLAUSE -45) Termination by Engineer in Charge

If the Contractor fails to carry out any obligation under the Contract, the Engineer in Charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

- 45.1. The Engineer in Charge shall be entitled to terminate the Contract if the Contractor:
 - a. abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
 - b. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - c. without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time as specified in Clause-3, Clause 20, Clause 21 and Clause 23.
 - d. the Contractor does not maintain a valid instrument of financial security as prescribed;
 - e. the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
 - f. If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the contract document.
 - g. If the contractor, in the judgment of the Engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract as specified in clause 26.
 - h. Any other fundamental breaches as specified in the Contract.
- 45.2. In any of these events or circumstances, the Engineer in Charge may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (c) or (g), the Engineer in Charge may terminate the Contract immediately.

45.3. Notwithstanding the above, the Engineer-in-Charge may terminate the Contract for convenience by giving notice to the Contractor.

(CLAUSE -46) Payment upon Termination

If the contract is terminated under clause 45.2, the Engineer shall issue a certificate for value of the work done less liquidated damages, if any, less recoverable advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed as indicated in the Contract. The amount so arrived at shall be determined by the Engineer-in-Charge and shall be final and binding on both the parties.

46.1. Payment on termination under clause 45.3 above -

If the Contract is terminated under clause 44.3 above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

46.2. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered as per clause 25 above.

(CLAUSE -47) Rates are inclusive GST and all other taxes.

The rates to be quoted by the contractor must be inclusive of GST and all other taxes and applicable Cess, levies on such taxes.

(CLAUSE-47A)Income tax: -

Deduction will be made at source on the contractor's bill towards Income tax by the employers as per prevailing rules of the Income tax authority.

(CLAUSE -48) Employment through Employment Exchange and local labour

The contractor should as far as possible, obtain his requirement of labourers 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 labourers should be utilized to the maximum extent possible.

(CLAUSE -49) Fair Wages:

If a Contractor fails to pay within '7' (Seven) days to the labourer(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 labourers/ workers from his (Contractor's) bills or deposit(s) payable by the contractor after making due inquiries and establishing the claim(s) of the labourer(s)/ worker(s).

The contractor shall not be entitled to any payment of compensation on account of any loss that the contractor may have to incur on amount 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 afore said within seven days, then the action contemplated as above shall be taken against him.

(CLAUSE -50) Deleted

(CLAUSE -51) Deleted

(CLAUSE -52) Deleted

(CLAUSE -53) Local labour on normal rates:

The contractor shall have to engage local labour and person seeking employment where available on current minimum wage rate of Gujarat Government and revision if any.

(CLAUSE -54) Land on Hire and rental charges

Rent will be recovered from the contractor for the land (if available) given to them for stacking materials as well as for construction of temporary hutments etc.

Land Measuring Charges

As per latest prevailing Government rates applicable from time to time.

(CLAUSE -55) Vaccination to labourers

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

(CLAUSE -56) Deleted

(CLAUSE -57) Gum boots, hand gloves, masks etc., to labourers

Contractor shall have to arrange for the supply of gumboot, Hand gloves, and mask etc. invariably the labourers / workers engaged by the contractor on asphalt work.

(CLAUSE -58) No distinction between harijans and other workers

The contractor shall not show any distinction between Harijan and other class of labourers/ workers employed in carry out the Government work.

(CLAUSE-59) Deleted

(CLAUSE -60) Deleted

(CLAUSE -61) Liability of Accidents to Persons:

Responsibilities and liabilities of the contractor under workmen's compensation act are given in clause-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 is likely to result in death of any such workmen, the contractor, shall within 24 hours of happening of such accident(s) intimate, in writing to the Engineer-in-charge

the fact of such accident(s). The contractor shall indemnify 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 consequence of Government's failure to give notice under the workmen's compensation act or otherwise to conform 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 in regard to all matters arising under this clause.

(CLAUSE -62) Deleted:

(CLAUSE -63) Deleted

(CLAUSE -64) Treasure Trove:

In the event of discovery by the contractor or his employees, during the progress of work of any gold, silver, oil or other minerals of any description and precious stones, treasures, coins, antiques, relic, fossils or other articles or value of interest whether geological, archaeological or any other such treasure & other things shall be deemed to be the absolute property of the Government and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-charge from time to time, and relive the same to such persons as the Engineer-in-charge may appoint.

The contract shall take all reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or things, immediately after the discovery thereof the before removal acquaint the Engineer-in-charge with such 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 and 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 Labourers:

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

(CLAUSE -67) Deleted

(CLAUSE -68) Deleted

(CLAUSE -69) Materials and Works Test Register:

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

(CLAUSE -70) Progress Schedule:

- (a) The contractor shall furnish within one month (unless extended by the Engineer-in-charge) of the order to start the work, the progress schedule in quadruplicate indicating the date of starting, the monthly expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plants and machinery. the schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed general and derailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The schedule should be framed keeping requirement of the clause-2 of tender form in view and be such as in practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have to 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 found necessary, at any stage to alter the schedule the contractor shall submit in good, time a revise 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 derailed schedule or schedules, any week 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 hours 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 advice 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 periodically 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 require by the Engineer-in-charge shall not entitle the contractor to any extra payment.

(CLAUSE -71)	Secured Advance	:	Deleted
(CLAUSE -72)	Advance Payment	:	Deleted
(CLAUSE -73)	Advance against Machineries	:	Deleted
(CLAUSE -74)	Mobilization Advance:	:	Deleted

(CLAUSE -75) License for contract labour

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

(CLAUSE -76): Recovery of Testing Charges and handing over empty cement bags

All testing charges such as steel, cement, cubes, destructive tests of pipe weld joints etc. shall be paid by the contractor. All inspection charges payable to the third party inspection agency shall be paid by GWSSB.

(Clause: 77): Recover of Sales Tax

At present there is no practice for deduction of sales tax at source from the running bill, however at the time of payment if it is deductible from the bills according to Gujarat Sale tax Rules 1979, Clause 57 GH, it will be deducted from the bill.

(Clause: 78): Deleted

SPECIAL CLAUSE

(A) Deleted

(B) GENERAL DESIGN OBLIGATIONS:

The contractor shall be deemed to have scrutinized, the employer's requirements (including design criteria and calculations, if any). The contractor shall be responsible for the design of the works and for the accuracy of such employer's requirements (including design criteria and calculation). The employer shall not be responsible for any error, inaccuracy or omission of any kind in the employer's requirements as originally included in the contract and shall not be deemed to have given any representation of accuracy or completeness of the any data or information. Any data or information received by the contractor, from the employer or otherwise, shall not relieve the contractor from his responsibility for the design and execution of the works.

Technical Standards and Regulations: The design, the contractor's documents, the execution and the completed works shall comply with the Country's technical standards wherever available or with international standards, building construction and environmental Laws, Laws applicable to the product being produced from the works and other standards specified in the employer's requirements applicable to the works or defined by the applicable Laws.

(C) Additional security to be withheld for unbalance rates:

Payments for the items where contractor has quoted rate higher than 10% over estimated rates in the item:

If the contractor has quoted unbalanced rates for items i.e. more 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 as per R&B Department Circular no PARCH/102008/ (61)C dated 03-05-2013. No interest will be payable for such withheld amount (R&B Department Circular no. PARCH/102008/(61) dated 27-11-2008) .

(D) Implementation of Gujarat State Purchase Policy - 2024:

All the Equipment/Instrument/Pipes etc. should be manufactured in India, as per "MAKE IN INDIA" policy of Government of India and Gujarat state Purchase Policy-2024 Resolution No. SPO/102021/188460/CH dated 14-03-

2024 (issued by Government of Gujarat, Industries and Mines department).
(English version, Copy enclosed as Annexure-6)

Note: In addition to the contract conditions as mentioned above, the following circulars/letters issued by Gujarat government are also to be followed:

- a. AB/C May 1.2/2010-11, File No. 25/3095/2011-3959, Dated: 16.06.2011 issued by GWSSB “JalSeva Bhavan” Sctor-10-A, Gandhinagar, Gujarat.
- b. Gen. 2010-595 (6) MIL (K-1), Dated: 29.04.2011, issued by NWRWS & Kalpsar Division, Gujarat.
- c. No: Material: cell/L/C/General/34, Dated: 21.01.2010 issued by GWSSB “Jal Seva Bhavan” Sctor-10-A, Gandhinagar, Gujarat.
- d. Central Excise Notification No. 26/2009-CE dated 4-12-2009 and Notification No.12/2012 CE dated 17-03-2012 and its subsequent Amendment Notification issued from time to time.
- e. **Annexure 1**-Integrity pact to be signed by the contractor.
- f. **Annexure 2**-Insurance of work to be taken during execution of the contract if awarded.
- g. **Annexure3**-FD/MSM/e-file/4/2024/2859/D.M.O,DATED:01/05/2025(or latest)(Enclosed) mentioning the list of banks from which the SD/EMD shall be accepted.
- h. **Annexure 4**- R&B Department Circular no. PARCH/102008/(61) dated 27-11-2008 and R&B Department Circular no .PARCH/102008/(61) dated 03-05-2013.
- i. **Annexure-5** - Circular no. vigilance cell/inspection note/188 dated 19/3/2012 of Member Secretary, GWSSB, Gandhinagar (copy of circular in Gujarati version is attached)
- j. **Annexure 6**- Gujarat state Purchase Policy-2016 Resolution No. SPO/102015/691093/ch dated 03-06-2016



ગુજરાત પાણી પુરવઠા અને ગટર વ્યવસ્થા બોર્ડ,

"જલ ભવન", સેક્ટર - ૧૦-એ,
એરફોર્સ સ્ટેશનની સામે, ગાંધીનગર - ૩૮૨૦૧૦.
ફોન : (૦૭૯) ૨૩૨ ૫૧૦૯૨
ફેક્સ : (૦૭૯) ૨૩૨ ૫૧૦૯૪ / ૨૩૨ ૨૫૯૭૯

જા. નં. મટી. સેલ/સી/જનરલ/૩૪

તા. ૨૧/૦૧/૨૦૧૦

પ્રતિ,

મુખ્ય ઈજનેર શ્રી / પ્રોજેક્ટ ડાયરેક્ટર શ્રી,

ઝોન - ૧/૨/૩/૪/પાંચત્રિક / અર્બન સેલ

વડોદરા/અમદાવાદ/રાજકોટ/કચ્છ-ભુજ/ગાંધીનગર.

P.H.W.Dn. MODASA	
મુદતવાળું નં.	૪૭૩
Date	૨૧/૧/૧૦
E.E.	
D.A.	
M.F.	
સહી	SK

વિષય :- ભારત સરકારશ્રીના સેન્ટ્રલ એક્સાઈઝના નોટીફિકેશન નં. : ૨૬/૨૦૦૯,
તા. ૪-૧૨-૨૦૦૯ ની જોગવાઈઓને અનુલક્ષીને મળવાપાત્ર એક્સાઈઝ
એક્ઝમ્પ્શનનો લાભ લેવા બાબત.

સંદર્ભ :- (૧) ભારત સરકારશ્રીના સેન્ટ્રલ એક્સાઈઝના નોટીફિકેશન નં. ૬/૨૦૦૬ તા. ૧-૩-૨૦૦૬

(૨) ભારત સરકારશ્રીના સેન્ટ્રલ એક્સાઈઝના નોટીફિકેશન નં. ૬/૨૦૦૭ તા. ૧-૩-૨૦૦૭

(૩) બોર્ડ કચેરીના મટી.સેલ(સિ.) ના પત્ર જા.નં. મટી.સેલ/સિ/આરસી/૨૧૯

તા. ૨૬-૩-૨૦૦૭

(૪) ભારત સરકારશ્રીના સેન્ટ્રલ એક્સાઈઝના નોટીફિકેશન નં. ૧૬/૨૦૦૯ તા. ૭-૭-૨૦૦૯

ઉપરોક્ત વિષયના અનુસંધાને ભારત સરકારશ્રી ના સેન્ટ્રલ એક્સાઈઝ ડીપાર્ટમેન્ટ દ્વારા તાજેતરમાં બહાર માડવામાં આવેલ નોટીફિકેશન નં. ૨૬/૨૦૦૯, તા. ૪-૧૨-૦૯ ની નકલ આ સાથે સામેલ છે.

આ નોટીફિકેશનમાં પીવાના પાણીની યોજનાના અમલીકરણ માટે ઉપયોગમાં લેવામાં આવતી કઈ પાઈપોને એક્સાઈઝ એક્ઝમ્પ્શનનો લાભ મળવાપાત્ર થાય તે અંગેની જોગવાઈઓ સ્વયંસ્પષ્ટ છે. જે મુજબ પ્રવર્તમાન જોગવાઈઓને અનુલક્ષીને પીવાના પાણીની યોજનાઓમાં ઉપયોગમાં લેવામાં આવતી નીચે મુજબની પાઈપોને એક્સાઈઝ એક્ઝમ્પ્શનનો લાભ મળવાપાત્ર થાય છે.

- (i) " Pipes needed for delivery of water from its source to the plant (including the clear tender water reservoir if any, there of), & from there to the first storage point."

- (ii) " Pipes of outer diameter exceeding 10 centimeter, when such pipes are integral part of the water supply project. "

આ જોગવાઈઓનો આપના સ્તરેથી અભ્યાસ કરવા અને તે જોગવાઈઓ મુજબ જે પાઈપોને એક્સાઈઝ એક્ઝમ્પ્શન મળવાપાત્ર થતું હોય તે પાઈપો માટે એક્સાઈઝ એક્ઝમ્પ્શનના પ્રમાણપત્રો તાકીદે જે તે સપ્લાયરને ઈસ્યુ કરવાની સંબંધિતોને સુચના આપવા વિનંતી છે.

આ બાબત બોર્ડના રેઈટ કોન્ટ્રેક્ટ હેઠળના તેમજ ટર્ન-કી પ્રકારના કામો માટે ઉપયોગમાં લેવાનાર પાઈપો માટે તા. ૪-૧૨-૦૯ પહેલા કે પછી મુકાયેલ તમામ સપ્લાય ઓર્ડર કે જેના પાઈપો ડીસ્પેચ થયેલ ન હોય તેને લાગુ પાડવાની રહેશે. જેથી સંબંધિત ઉત્પાદક પેઢીઓ / સપ્લાયરોને તે અંગેની તાકીદે જાણ કરવા અને તદ્દનુસાર એક્સાઈઝ એક્ઝમ્પ્શનના પ્રમાણપત્રો તેઓને ઉલટ ટપાલે મોકલી આપવા વિનંતી છે. જેથી નોટીફિકેશનની જોગવાઈઓ મુજબ એક્સાઈઝ એક્ઝમ્પ્શનનો લાભ બોર્ડને મળી શકે.

આ બાબતને ટોચ અગ્રતા આપવા વિનંતી છે.

D.E.E.P.I.S.S.D.	
BRILDA	
Inword f.	403
Date	12/12/09
D.E.E.	SK
S.D.C.	SK
Marking	SK

સત્ય સચિવ,
ગુ.પા.પુ. અને ગ.વ્ય. બોર્ડ,
ગાંધીનગર.

બિડાણ : સેન્ટ્રલ એક્સાઈઝના નોટીફિકેશન નં. ૨૬/૨૦૦૯, તા. ૪-૧૨-૦૯ ની નકલ.

નકલ રવાના પ્રતિ :

- અધિક્ષક ઈજનેરશ્રી, જાહેર આરોગ્ય વર્તુળ / યાંત્રિક વર્તુળ (સર્વે)
- કાર્યપાલક ઈજનેરશ્રી, જાહેર આરોગ્ય બાંધકામ વિભાગ / યાંત્રિક વિભાગ (સર્વે)

બિડાણ : ઉપર મુજબ.

તા. ૨૬/૧૨/૦૯ / ૨૦૧૦ તા. ૨૭/૧/૨૦૧૦

ગાંધી રોડના પુરિ: ના. જા. જા. વ્ય. બોર્ડના રૂ. પેટા વિભાગના મહાસચિવ /
સિવિલ / બાંધકામ વિભાગના મુ. મુ. મુ. બિડાણને
E:\ALL E DRIVE\B. Patel\Netter 09.doc 172
પ્રતે લખાઈને તાજેતરે મોકલવા માટે.

બિડાણ : સેન્ટ્રલ એક્સાઈઝ નોટીફિકેશન
નં. ૨૬/૨૦૦૯ તા. ૪/૧૨/૦૯ ની નકલ.
- વતનગીર.

CB
7-12

TO BE PUBLISHED IN THE GAZETTE OF INDIA, EXTRAORDINARY, PART II, SECTION 3, SUB-SECTION (i)

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
(DEPARTMENT OF REVENUE)

New Delhi, the 4th December, 2009

Notification No. 26/2009-Central Excise

G.S.R. (E).- In exercise of the powers conferred by sub-section (1) of section 5A of the Central Excise Act, 1944 (1 of 1944), the Central Government, on being satisfied that it is necessary in the public interest so to do, hereby makes the following further amendment in the notification of the Government of India, in the Ministry of Finance (Department of Revenue), No. 6/2006-Central Excise, dated the 1st March, 2006 which was published in the Gazette of India, Extraordinary, vide number G.S.R. 96(E), dated the 1st March, 2006, namely:-

In the said notification, in the Table, against S. No. 7, in column (3), in item (3), for the figure and letters "20 cm", the figure and letters "10 cm" shall be substituted.

[F.No.354/34/2008-TRU]

(Prashant Kumar)
Under Secretary to the Government of India

Note: The principal notification was published in the Gazette of India, Extraordinary, vide number G.S.R. 96(E), dated the 1st March, 2006, and was last amended by notification No. 16/2009-Central Excise, dated the 7th July, 2009 and published vide number G.S.R. 474(E), dated the 7th July, 2009.

Annexure-1

Name of Project:

INTEGRITY PACT

OUR COMMITMENT

We commit ourselves to trust, transparency and setting ethical standards in implementation of various works for ultimate long term benefits for society. We also reiterate our commitment to development to mutual respect and best practices for setting very high quality standards in works and attitude.

OUR CONDUCT

We abide to accomplish our work with

- Integrity and trust
- Ethics and courtesy
- Transparency and quality.

GWSSB Commitment	Party's Commitment
<ul style="list-style-type: none">• To maintain high ethical standards• To ensure transparency in transactions• To ensure to abide by the terms of agreement of contract and to consider the views of parties objectively.• To try to ensure timely payments for work done.• To ensure that no improper demand is made by employees or by anyone on their behalf.• To provide maximum possible help to all contractors/vendors/suppliers and any other party working with us so that the contracted assignment is completed in time. <p>Executive Engineer, GWSSB, District -</p>	<ul style="list-style-type: none">• Not to bring pressure/recommendation from outside to influence decision.• To abide by general discipline to be maintained in our dealings.• To be prompt and reasonable in fulfilling the terms of agreement of contract and legal obligations.• To ensure high standards are set for quality of work or supplies at lowest possible cost.• Not to use any pressure, threat, intimidation or inducement of any kind of any of the employees.• To be true and honest in furnishing specification and information and make all efforts for completing the contracted assignment well in time. <p>Signature of Contractor</p>
Building ethical Partnership and working Together	

Annexure-2

Insurance

The contractor shall without limiting his or the employer obligations and responsibilities insure:

- a) The works, together with materials and plants for incorporation therein, to the full replacement cost (Term "Cost" in this context shall include profit)
- b) The contractor equipments and other things brought onto the site by the contractor, for a sum sufficient to provide for their replacement at site.
- c) The insurance detailed above shall be in the joint names of the contractor and the employer at the contractor's cost and shall cover the employer and the contractor against all loss or damage from whatsoever cause arising from the start of date of work to the completion of operation and maintenance period as per the scope of work.

Any amount not insured or not recovered from the insurer shall be borne by the Employer or the contractor in accordance with their responsibilities under Clause-1.

The contractor shall except if and so far as the contractor provides otherwise, indemnify the Employer against all losses and claims in respect of,

- a) Death or injury to any person, or
- b) Loss of or damage to any property (other than the works) which may arise out of in consequent of the Operation and maintenance of the facility and the remedying of any defects therein, and against all claims proceedings, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

The "Expectations" referred to are:

- a) The permanent use or occupation of land by the works, or any part thereof,
- b) The right of then Employer to execute the works, or any part thereof on, under in or through any land
- c) Damage to property which is the unavoidable result of the execution and completion of the works or remedying of any defects therein, in accordance with the contract and
- d) Death of or injury to persons or loss of or damage to the property resulting from any act or neglect the Employer ,his agent, servant or other contractor not being employed by the Contractor or in respect of any claims proceedings, damages, cost, charges and expenses in respect thereof or in relation , where the injury or damages was contributed to by the contractor, his servant or agents, such part of said injury or damages as may be just and equitable having regards to the extent of responsibility of the Employer, his servants or agents or other contractor for injury or damage

The Employer shall indemnify the contractor against all claims, proceeding, damages, cost, charge and expenses.

The contractor shall without limiting his or the employer's obligations and responsibilities issue, joint name of the contractor and responsibilities, insure in the joint name of the contractor and the employer, against liabilities for death or injury to any person or loss of damages to any properties (Other than the facility) arising out of the operation and maintenance of the project other than the exceptions defined.

The insurance policy should include a cross liability clause such that the insurance shall apply to the contractor and to the employer as separate insurer.

The employer shall not liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the contractor or any subcontractor, other than death or injury resulting from any act or default of the

employer, his agent or servants. the contractor shall indemnify and keep indemnified the employer against all such damages and compensations, other than those for which the employer is liable as aforesaid, and against all claims, proceeding, damages, costs, charges, and expenses what so ever in respect there of or in relation thereto.

The contractor shall insure against such liability and shall continue such insurance during the whole of the tie that any persons are employed by him or the facility provided that in respect of any person, employed by any subcontractor, the contractors obligation to insure as aforesaid under this sub clauses shall be satisfied if the subcontractor shall have insured against the liability in respect of such person in such manner that the employer is indemnified under the policy, but the contractor shall require such sub-contractor to produce to the employer, when required such policy of insurance and receipt for the payment of the current premium.

In the event that the contractor or the employer fails to comply with the condition imposed by the insurance policy affected pursuant to the contract, each will indemnify the other against all loses and claims arising from such failure according to the contract conditions.

In view of circular no. vigilance cell/inspection note/188 dated 19/3/2012 of Member Secretary, GWSSB, Gandhinagar (copy of circular in Gujarati version is attached at **Annexure-5**)

1. Agency shall have to take insurance policy and intimate to GWSSB along with the evidence within time limit. In case of noncompliance entire responsibility shall be rest with the agency and required amount shall be recovered from any due amount of the agency.
2. GWSSB can recover penalty amount from the agency for not taking the insurance. Though the penalty amount is recovered, responsibilities of the agency for taking insurance shall be continued and will not be escaped from this responsibility.

જામીનગીરી અનામત (એસડી) અને
અર્નેસ્ટ મની ડીપોઝીટ (ઇએમડી) રૂપે
ગેરન્ટી સ્વીકારવા બાબત.

ગુજરાત પાણી પુરવઠા અને ગટર વ્યવસ્થા બોર્ડ
"જલસેવા ભવન" સેક્ટર નં.૧૦/એ, ગાંધીનગર-૩૮૨ ૦૧૦
પરિપત્ર નં. એબી/સીમે-૧-૨/૨૦૨૫-૨૬/શ.નં.૧૪/૨૫૩ તા.૦૩/૦૫/૨૦૨૫

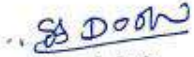
વંચાણે લીધા :-

(૧) ગુજરાત સરકારના નાણાં વિભાગના જીઆર નં.એફડી/ એમએસએમ/ ઇફાઇલ/ ૪/ ૨૦૨૪/ ૨૮૫૯/
ડીએમઓ તા. ૦૧/૦૫/૨૦૨૫

પરિપત્ર :-

ઉપરોક્ત વિષય અને સંદર્ભ અન્વયે જણાવવાનું કે, બોર્ડ હસ્તક ચાલતા કામો માટે જામીનગીરી
અનામત (એસડી) અને અર્નેસ્ટ મની ડીપોઝીટ (ઇએમડી) તરીકે સ્વીકારવા નાણાં વિભાગના ઉક્ત સરકારી
ઠરાવ થી માન્ય કરેલ સુચી પૈકીની બેન્ક દ્વારા આપવામાં આવેલ બેન્ક ગેરન્ટી તા.૩૧/૦૩/૨૦૨૬ સુધી
સ્વીકારી શકાશે. જે વંચાણે લઇ તે મુજબની સૂચનાઓનું પાલન કરવા જણાવવામાં આવે છે.

બિડાજી :- ઠરાવની નકલ અને એનેક્સર - ૧


(એસ.બી.દોશી)
નાણાં નિયંત્રક

પ્રતિ,

- મુખ્ય ઇજનેરશ્રી ૧/૨/૩/૪/૫/૬
વડોદરા/અમદાવાદ/રાજકોટ/ભુજ/જુનાગઢ/સુરત
- મુખ્ય ઇજનેરશ્રી, મટીરીયલ સેલ, બોર્ડ કચેરી, ગાંધીનગર
- મુખ્ય ઇજનેરશ્રી, ઓપરેશન સેલ, બોર્ડ કચેરી, ગાંધીનગર
- મુખ્ય ઇજનેરશ્રી, ટેકનીકલ સેલ, બોર્ડ કચેરી, ગાંધીનગર
- નિયામકશ્રી, ગુજરાત જલ સેવા તાલીમ સંસ્થા, ગાંધીનગર
- પ્રોજેક્ટ ડાયરેક્ટરશ્રી, એડીબી સેલ/અર્બન સેલ, ગાંધીનગર

Acceptance of Bank Guarantee as
Security Deposit and Earnest
Money Deposit.

Government of Gujarat

Finance Department

GR. No.: FD/MSM/e-file/4/2025/2712/D.M.O.

Date: 01/04/2026

Read: FD GR. No.: FD/MSM/e-file/4/2024/2859/D.M.O. Dt 01/05/2025

Preamble:

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above mentioned resolutions of this department dated 01/05/2025.

After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted for the purpose mentioned above. It has now been decided to resolve as follows:

Resolution:

Government Departments and State Government Boards/Corporations/PSUs would accept Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by any of the banks included in the **Annexure I**, attached to this Resolution.

The tendering authority will be required to ascertain the authenticity of the Bank Guarantee and set up necessary internal control procedures.

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



(Sandeep Kumar)

Secretary (Economic Affairs)

Finance Department

Annexure I.

Finance Department, GR. No.: FD/MSM/e-file/4/2025/2712/D.M.O.

Date: 01/04/2026

- (A) Guarantees issued by the following banks will be accepted as SD/EMD on a permanent basis:

❖ All Nationalized Banks

- (B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2027. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	23	South Indian Bank
2	AU Small Finance Bank	24	Standard Chartered Bank
3	Bandhan Bank	25	Tamilnad Mercantile Bank
4	City Union Bank	26	Ujjivan Small Finance Bank
5	CSB Bank	27	YES Bank
6	DBS Bank India Limited	28	Ahmedabad Mercantile Co-op. Bank
7	DCB Bank	29	Nutan Nagrik Sahkari Bank Ltd.
8	Dhanlaxmi Bank	30	Rajkot Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	31	Saraswat Co-Operative Bank Ltd.
10	FEDERAL Bank	32	SBPP Co-operative Bank Ltd.
11	HDFC Bank	33	SVC Co-Operative Bank Ltd.
12	HSBC Bank	34	The Cosmos Co-op Bank Ltd.
13	ICICI Bank	35	The Gujarat State Co-operative Bank
14	IDBI Bank	36	The Surat District Co-op Bank
15	IDFC First Bank	37	The Surat People's Co. Op. Bank Ltd
16	IndusInd Bank	38	The Baroda Central Co-operative Bank
17	Jammu and Kashmir Bank	39	The Panchmahal District Co-operative Bank
18	Jana Small Finance Bank	40	The Kalupur Commercial Co-op. Bank
19	Karnataka Bank	41	The Rajkot Commercial Co-operative Bank
20	Karur Vysya Bank	42	The Banaskantha Mercantile Co-op. Bank Ltd.
21	Kotak Mahindra Bank	43	Gujarat Gramin Bank
22	RBL Bank		

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.


(Sandeep Kumar)

Secretary (Economic Affairs)
Finance Department

Annexure 4

ટેન્ડરમાં ભરેલ અસામાન્ય ઉંચા ભાવોના સંદર્ભે કામ પર પડતા ખર્ચ પર નિયંત્રણ રાખવા તથા કામની નાણાંકીય પ્રગતિ સાથે સુમેળમાં રહે તે માટે જરૂરી જોગવાઈ કરવા બાબત.

ગુજરાત સરકાર

માર્ગ અને મકાન વિભાગ,

પરિપત્ર ક્ર : પરચ / ૧૦૨૦૦૮ / (૬૧) / સી

તારીખ : ૦૩/૦૫/૧૩

વંચાણે લીધા:- પરિપત્ર ક્રમાંક :- પરચ / ૧૦૨૦૦૮ / (૬૧) / સી તા. ૨૭/૧૧/૨૦૦૮

આમુખ :-

ટેન્ડરમાં ઈજારદારશ્રીઓ દ્વારા ભરેલ Imbalance ભાવો વાળા ટેન્ડરના કિસ્સાઓમાં ઈજારદારશ્રીઓ દ્વારા ઉંચા ભાવની આઈટમોની કામગીરી કર્યા બાદ નીચા ભાવની આઈટમોની કામગીરી ન કરવામાં આવે તેવી પરિસ્થિતિ પર નિયંત્રણ રાખવા માટે તા. ૨૭-૧૧-૨૦૦૮ નો પરિપત્ર જરૂરી જોગવાઈ સાથે બહાર પાડવામાં આવેલ. આ પરિપત્ર અંગે વિવિધ સ્તરોએ થયેલ રજૂઆતોને ધ્યાને લેતાં અને તેના પર પુખ્ત વિચારણાના અંતે આ પરિપત્રના બીજા ફકરાની છેલ્લી લીટી " આ રીતે વીથહેલ રાખેલ રકમ કામ સંતોષકારક રીતે પુર્ણ થયે ફાયનલ બીલ મંજૂર કરતી વખતે વ્યાજભારણ વગર છૂટી કરવામાં આવશે" તેની જગ્યાએ નીચે મુજબનો સુધારો કરવામાં આવે છે.

સુધારો :-

" આ રીતે વીથહેલ રાખેલ રકમ અસાધારણ નીચા ભાવ ભરેલ હોય તેવી આઈટમની નાણાંકીય પ્રગતિના પ્રમાણસર રનીંગ બીલમાંથી છૂટી કરવાની રહેશે. જે કિસ્સામાં અસાધારણ નીચા ભાવ ભરેલ કોઈપણ આઈટમ ન હોય તેવા કિસ્સામાં અસાધારણ ભાવો ભરેલ આઈટમની સામે વીથહેલ રાખેલ રકમ બાકી રહેતી કામગીરી થાય તેના પ્રમાણસર રનીંગ બીલમાંથી છૂટી કરવાની રહેશે."

વધુમાં વંચાણે લીધેલ પરિપત્ર ના ઉદાહરણમાં દર્શાવેલ ક્રમાંક - ૮ રદ કરવામાં આવે છે.

ઉપરોક્ત સુધારાનો અમલ આ પરિપત્રની તારીખ પછી મંજૂર થતા ડી.ટી.પી.માં અચૂકપણે કરવાનો રહેશે.

(આર.કે.ગૌહાણ)

ખાસ ફરજ પરના અધિકારી(વિ.યો.)

માર્ગ અને મકાન વિભાગ.

પ્રતિ,

સર્વે અધિક્ષક ઈજનેરશ્રીઓ, મા.મ. વિભાગ (પાટનગર યોજના વર્તુળ, નેશનલ હાઈવે વર્તુળ સહિત)

સર્વે અધિક્ષક ઈજનેરશ્રીઓ, (પંચાયત)મા.મ. વિભાગ

સર્વે કાર્યપાલક ઈજનેરશ્રીઓ, મા.મ. વિભાગ.

સર્વે કાર્યપાલક ઈજનેરશ્રીઓ, (પંચાયત) મા.મ. વિભાગ.

નકલ રવાના :

૧. અગ્રસચિવશ્રીના અંગત મદદનીશશ્રી, મા.મ. વિભાગ, સચિવાલય, ગાંધીનગર
૨. સર્વે મુખ્ય ઈજનેરી અને અ.સ.શ્રીઓ, મા.મ.વિભાગ.
૩. સર્વે તાંત્રિક ઉપસચિવશ્રીઓ, મા.મ. વિભાગ.
૪. ના.કા.ઈ.શ્રીઓ, મા.મ. વિભાગ
૫. નાજાં શાખા, મા.મ. વિભાગ.
૬. ના.સે.અ. સી શાખા, મા.મ. વિભાગ,સિલેક્ટ ફાઈલ.
૭. શાખા સિલેક્ટ ફાઈલ ૨૦૧૩.

ટેન્ડરમાં ભરેલ અસામાન્ય ઊંચા ભાવોના સંદર્ભે કામ પર પડતા ખર્ચ પર નિયંત્રણ રાખવા તથા કામની નાણાંકીય પ્રગતિ ભૌતિક પ્રગતિ સાથે સુમેળમાં રહે તે માટે જરૂરી જોગવાઈ કરવા બાબત.

ગુજરાત સરકાર

માર્ગ અને મકાન વિભાગ

પરિપત્ર ક્ર. પરચ/૧૦૨૦૦૮/(૬૧)/સ

તા. ૨૭-૧૧-૨૦૦૮.

પરિપત્ર :

ટેન્ડરમાં અસામાન્ય ઊંચા કે નીચા ભાવો ડિજિટાઇઝેશન દ્વારા ઘણી વાર ભરાતા હોવાનું સરકારશ્રીના ધ્યાન પર આવેલ છે. આવા કિસ્સાઓમાં કામની નાણાંકીય પ્રગતિ અને ભૌતિક પ્રગતિનો સુમેળ ન રહેવાની સંભાવના રહેલી છે. આથી કામની ભૌતિક પ્રગતિ પ્રમાણે નાણાંકીય પ્રગતિ રહે કે જેથી સરકારશ્રી પર સમય વહેલાં અયોગ્ય નાણાંકીય બોજ ન પડે તે માટે નીચે મુજબની જોગવાઈ ટેન્ડરમાં કરવાનો નિર્ણય કરવામાં આવેલ છે. આ જોગવાઈ તમામ કામોના આ પરિપત્રની તારીખ પછી મંજૂર થતાં ઈ.ટી.પી. માં અચૂક પણ કરવાની રહેશે.

જોગવાઈ :

જે કોઈ આઈટમનો ભરેલ ભાવ તે આઈટમના ટેન્ડરમાં મૂકેલ અંદાજ ભાવ કરતાં ટેન્ડરમાં મૂકેલ અંદાજ રકમથી સમગ્ર ટેન્ડર જેટલા ટકા ઊંચુ કે નીચું મંજૂર થયું હોય તે ટકાવારીથી ૧૦% થી વધુ ઊંચો રહેતો હોય તેવી આઈટમનું ચૂકવણું રેનીંગ બીલ વખતે જે તે આઈટમના અંદાજ ભાવ +/- મંજૂર ટેન્ડરની ટકાવારી + તે આઈટમના અંદાજ ભાવની ૫% ની મર્યાદામાં કરવામાં આવશે. આ રીતે વીથહેલ રાખેલ કામ સંતોષકારક રીતે પૂર્ણ થયે ફાઇનલ બિલ મંજૂર કરતી વખતે વ્યાજભારણ વગર છૂટી કરવામાં આવશે.

ઉક્ત જોગવાઈની સ્પષ્ટ સમજણ માટે આ સાથે આપેલ ઉદાહરણ ધ્યાને લેવું.

અનુ....૨

(૨)

૧.	ટેન્ડરમાં મૂકેલ અંદાજી રકમ	રૂ. ૧૦૦/-
૨.	મંજૂર થયેલ ટેન્ડરની રકમ	રૂ. ૧૧૦/-
૩.	ટેન્ડરમાં મૂકેલ અંદાજી રકમ સામે ખરેખર મંજૂર થયેલ ટેન્ડરની ટકાવારી	રૂ. ૧૦%
૪.	ટેન્ડરની એક આઈટમનો ટેન્ડરમાં મૂકેલ અંદાજી ભાવ	રૂ. ૧૦/-
૫.	તે આઈટમનો ભરેલ ભાવ	રૂ. ૧૪/-
૬.	તે આઈટમમાં ભરેલ ઊંચા ભાવની ટકાવારી	૪૦%
૭.	તે આઈટમ માટે રનીંગ બીલ વખતે ચૂકવવાપાત્ર ભાવ	રૂ. ૧૦ + કોલમ-૩ પ્રમાણે ૧૦% ઊંચા + અંદાજી ભાવના ૫% = રૂ. ૧૧.૫૦
૮.	ફાઈનલ બિલ વખતે વ્યાજ ભારણા વગર ચૂકવવાપાત્ર થતો વીશ હેલ રાખેલ ભાવ.	રૂ. ૧૪.૦૦ - રૂ. ૧૧.૫૦ રૂ. ૨.૫૦

જો સદર આઈટમના ભાવ રૂ. ૧૨/- કે તેથી નીચે ભરેલ હોત તો રનીંગ બિલમાં ભાવ કપાત આ જોગવાઈ મુજબ કરવાની રહેતી નથી.

સી/-

(આર.કે. ચૌહાણ)
ખાસ ફરજ પરના અધિકારી
માર્ગ અને મકાન વિભાગ

પ્રતિ,

તમામ અધિકારક ઇજનેરશ્રીઓ, માર્ગ અને મકાન વિભાગ,
તમામ કાર્યપાલક ઇજનેરશ્રીઓ, મા.મ. વિભાગ

નકલ રવાના :

૧. સચિવશ્રીના અંગત મદદનીશશ્રી, મા.મ. વિભાગ.
૨. તમામ મુખ્ય ઇજનેરશ્રી અને અ.સ.શ્રી મા.મ. વિભાગ.
૩. તમામ તાંત્રિક ઉપસચિવશ્રીઓ, મા.મ. વિભાગ
૪. ના.કા.ઇ.શ્રીઓ, મા.મ. વિભાગ પ્રે.પર
૫. નાણા શાખા, મા.મ. વિભાગ
૬. ના.સે.અ. સિલેક્ટ ફાઈલ
૭. શાખા સિલેક્ટ ફાઈલ.

૭૫



ગુજરાત પાણી પુરવઠા અને ગટર વ્યવસ્થા બોર્ડ

તકેદારી એકમ, જલસેવા ભવન એરફોર્સ સ્ટેશન સામે,

સેક્ટર-૧૦ / એ, ગાંધીનગર ☎ : ૦૭૯- ૨૩૨૫૧૩૬૦ Fax: ૨૩૨- ૨૫૯૭૯

Email: vigilancecell@gmail.com

જા.નં. તકેદારી એકમ/ઇન્સ્પેક્શન નોંધ/૧૮૮

તારીખ:- ૧૯ /૦૩/૨૦૧૨

પરિપત્ર

ઇજારદાર મારફતે થતી કામગીરીના ટેન્ડરમાં જે જે બાબતો માટે ઇન્ચોરન્સ લેવાની જોગવાઈ કરાયેલ હોય તેના માટે નીચે જણાવ્યા મુજબની જોગવાઈઓ સ્પષ્ટ રૂપે કરારખતમાં રાખવાની સૂચના ગુજરાત તકેદારી આયોગ દ્વારા આપવામાં આવેલ છે.

(૧) ઇજારદાર ધ્વારા ચોકકસ સમયમાં ઇન્ચોરન્સ લઇને આધાર /પુરાવા સહિત જાણ ન કરાય તો આવા ઇન્ચોરન્સ નહીં લેવાના કારણે જે કોઇ જવાબદારી ઉભી થશે તેની સંપૂર્ણ જવાબદારી ઇજારદારની રહેશે અને તે પટે જે કોઇ રકમની વસુલાત કરવાની જરૂર પડે તો ઇજારદારની હેઠળી નીકળતી કોઇ પણ રકમમાંથી બોર્ડ વસુલ કરી શકશે.

S.E.P.H. CIRCLE	
G.W.S.S.B.	
RAJKOT	
No :-	
Date	
S.E.	
D.E.	
O.S.	
વસ.	

જો ઇન્ચોરન્સ નહીં લેવા બદલ ઇજારદાર પાસેથી બોર્ડ દંડનીય રકમ વસુલ કરી શકશે. દંડનીય રકમ વસુલ કરવા છતાં ઇજારદારની ઇન્ચોરન્સ લેવાની જવાબદારી ચાલુ રહેશે.

તથા આ જવાબદારીમાંથી તેઓ મુક્ત થતા નથી.

(મહેશ સિંહ)

સભ્ય સચિવ

નકલ સવિનય રવાના પ્રતિ,

- સેક્શન અધિકારીશ્રી, ગુજરાત તકેદારી આયોગ, ગાંધીનગરને તેમના પત્રાંક પીવીઆઇ/૧૯/૨૦૦૮/૧૭૯૫૮૩/ગ, તા.૯/૬/૨૦૧૧ અન્વયે બોર્ડ કરેલ કાર્યવાહી અર્થે જાણ સારું.
- સર્વે મુખ્ય ઇજનેરશ્રી/ સર્વે અધિક્ષક ઇજનેરશ્રી/ સર્વે કાર્યપાલક ઇજનેરશ્રી
- માસ્ટર ફાઇલ.

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Government of Gujarat

Gujarat State Procurement Policy 2024

Industries and Mines Department

Sachivalaya, Gandhinagar

Gujarat State Procurement Policy 2024

Index

Clause No.	Details	Page No
1	Definitions	2
2	Make in India	3
3	Turnover of the bidder	6
4	Criteria for Tender Fee and Earnest Money Deposit (E.M.D)	6
5	Security Deposit	7
6	Procedure for Purchase Preference and Price Matching	8
7	Reservation for micro, cottage and small-scale industries and Startups	10
8	Purchase without tender	11
9	Purchase of branded items/Proprietary Article Certificate (PAC)	12
10	Procurement from Startups	13
11	Restriction on Public Procurement from bidders of certain countries	13
12	Rate Contract	13
13	Purchase Committees & Delegation of Financial Powers	14
14	General Provisions	18
15	Implementation	18
	Appendix A	21
	Appendix B	23

Gujarat State Procurement Policy 2024

Government of Gujarat

Industries & Mines Department

Resolution No: SPO-102021-188460-CH

Sachivalaya, Gandhinagar

Date: 14-03-2024

Read:

1. Finance Department's circular no. STA/2752/1173/K, dated 02/05/1962
2. Finance Department's circular no. GST/1070/6246/Th, dated 30/01/1971
3. Industries and Mines Department's GR no. SPO/102002/UOR/24/ CH, dated 28/01/2003
4. Industries and Mines Department's GR no. SPO/102002/UOR/24/ CH, dated 21/05/2003
5. Industries and Mines Department's GR no. SPO/102005/1407/Ch, dated 22/11/2006
6. Industries and Mines Department's GR no. SPO/102005/1405/ CH, dated 08/07/2011
7. Industries and Mines Department's GR no. SPO/102002/UOR/24/ CH, dated 27/12/2011
8. Industries and Mines Department's GR no. SPO/102015/691093/ CH, dated 03/06/2016
9. Industries and Mines Department's GR no. SPO/102015/691093/CH, dated 03/02/2021
10. Industries and Mines Department's GR no. SPO/102015/691093(Board/ Corporation)/CH, dated 14/08/2017
11. Industries and Mines Department's Circular no. KHRAD/102018/UOR.1/CH, dated 11/04/2018
12. Industries and Mines Department's GR no. KHARAD/102018/UOR.1/CH, dated 30/04/2018
13. Industries and Mines Department's GR no. SPO/102015/691093/CH, dated 01/07/2019

Introduction:

Gujarat State Procurement Policy 2016 was notified vide resolution dated 03-06-2016 cited at no. (8) above. The Policy, inter-alia, provided impetus towards fair and transparent procurement from all eligible suppliers with due preference to micro and small units of the State. Subsequently, the Public Procurement (Preference to Make in India) Order, 2017 of Government of India was issued to promote procurement of indigenous goods and services.

62

Inspired by the vision of **Aatmanirbhar Bharat** of Hon'ble Prime Minister, the Government of Gujarat decided to formulate a new Procurement Policy so as to significantly include the Make in India initiative with all the relevant considerations towards the realization of Viksit Bharat - Viksit Gujarat.

Resolution:

In supersession of the Resolution dated 03-06-2016 in respect of Gujarat Procurement Policy 2016, after careful consideration, the Government of Gujarat is pleased to notify the first "**Gujarat State Procurement Policy 2024**" in Amrit Kaal. The Policy is aimed to provide special impetus to Micro and Small Industries, Women Entrepreneurs and Startups of the State so as to enable them to directly take part in Government purchases for providing goods and services to various Government Organisations at reasonable and competitive prices.

1. Definitions

'Local Content' means the amount of value added in India (In % of total value of item) which shall be the total value of the item to be procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Local Content for Class I: The supplier who has the production/manufacturing/ service activities in India and meets the criterion of minimum local content of 50%, shall be considered as Class I.

Local Content for Class II: The supplier who has the production/manufacturing/ service activities in India and meets the criterion of minimum local content of 20%, shall be considered as Class II.

'Class-I Gujarat MSE' means a manufacturer of goods or provider of services located/situated and registered in Gujarat as Micro or Small Enterprise as per the MSMED Act 2006 as amended from time to time including Start-ups recognised by DPIIT and having Udyam registration & CSPO/NSIC registration as an MSE, and subsequent revisions under the said Act, whose goods or services offered for procurement, through its production / manufacturing/service activities in Gujarat, meets the condition of Local content for Class I.

'Class-I Local Supplier' means a supplier of goods or provider of services from India, other than Class-I Gujarat MSE whose goods or services offered for procurement, meets the condition of Local content for Class I, that is minimum local content of 50%.

'Class-II Gujarat MSE' means a manufacturer for goods or provider of services located/situated and registered in Gujarat as Micro or Small Enterprise as per the MSMED Act 2006 as amended time to time including Start-ups recognised by DPIIT and having Udyam registration & CSPO/NSIC registration as an MSE, whose goods

or services offered for procurement, through its production/manufacturing/service activities in Gujarat, meets the condition of Local content for Class II.

'Class-II Local Supplier' means a supplier or service provider from India, other than Class-II Gujarat MSE whose goods or services offered for procurement, meets the condition of Local content for Class II, that is minimum local content of 20%.

'Non – Local supplier' means a supplier of goods or provider of services, whose goods or services offered for procurement, has local content less than that prescribed for **Local Content for Class II Supplier** under this resolution.

'Global Tender Enquiry' means where the Estimated value of procurement of item/s is more than Rs. 200 Crore shall be eligible to float Global Inquiry.

'L1' means the lowest Tender/lowest Bid/lowest Price or Rate quoted among all tenders whose price bid is as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the margin for purchase preference shall be maximum to the extent of 20% over the price/rate quoted by L1 bidder. This means price/rate offered by any bidder above 20% of L1 bidder shall not be eligible for purchase preference.

'Tender Scrutiny Committee' means internal technical committee of the procuring entity who shall finalize the technical specifications & scrutinize the tender bids, evaluate & qualify bidders, to put purchase agenda to concern purchase committee for finalizing L1.

'Procuring Entity' means a Department/Head of the Department (HoD) of State Government, or its boards/corporations/societies registered under the Societies Act or subordinate office of, or autonomous body controlled by the Government of Gujarat and includes Government companies.

2. Make in India

A. Eligibility criteria for different types of procurement:

- a) In procurement of goods and services, only 'Class-I Gujarat MSE', 'Class-I Local Supplier', 'Class-II Gujarat MSE' and 'Class-II Local Supplier', as defined under this resolution, shall be eligible to participate in bid/tender.
- b) If Procuring entity fails to get any eligible offers from 'Class-I Gujarat MSE', 'Class-I Local Supplier', 'Class-II Gujarat MSE' and 'Class-II Local Supplier' in two trials to finalize the bid/tender, in such cases procuring entity may invite bid as open bid with the approval of the concerned Purchase Committee.
- c) In Global Tender Enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I Gujarat MSE', 'Class-I Local Supplier', 'Class-II Gujarat MSE' and 'Class-II Local Supplier'.
- d) Normally a Global Tender Enquiry is to be floated for procurement of item/s more than INR 200 crore only. In case of specific technical requirements, non-

availability of item/s in India, and if it is mandatory to purchase from outside India, a Global Tender Enquiry can be floated for purchases less than INR 200 Crore with the prior approval of Secretaries Purchase Committee (SPC).

Exemption of purchases: Procurements up to Rs. 5 lakhs shall be exempted from Clause 2. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of Clause 2(A) above.

B. Procurement specification:

- a) The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
- b) Procuring entity shall endeavor to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I Gujarat MSE' / 'Class-I Local Supplier' / 'Class-II Gujarat MSE' / 'Class-II Local Supplier', or recognized Startups who would otherwise be eligible, beyond what is essential for ensuring supply schedule or creditworthiness of the supplier.

C. Verification of local content:

- a) The 'Class-I Gujarat MSE', 'Class-I Local Supplier' 'Class-II Gujarat MSE' and 'Class-II Local Supplier', shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement at the time of tender bidding or solicitation. They shall also provide details of the location(s) at which the local value addition is being done.
- b) In cases of procurement for a value in excess of Rs. 10 crore, the 'Class-I Gujarat MSE', 'Class-I Local Supplier', 'Class-II Gujarat MSE' and 'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company, if entity is registered under company Act. While in case of other entity, supplier shall provide certificate from a practicing cost accountant or practicing chartered accountant certifying the percentage of local content.
- c) The Technical Committee (Tender Scrutiny Committee) shall verify local content for all cases having bid value of INR 10 crore or more and may randomly verify content for all cases having bid value of less than INR 10 crore. The respective Purchase Committee may nominate internal or external expert/s for independent verification of self-declarations and auditor's/ chartered accountant's certificates if required.
- d) False declarations/certificate will lead to breach of the Clause 2 (C) of this Policy for which a bidder or its successors shall be debarred for up to two years with other such actions as may be permissible under law. Debarment shall be done as per the provisions of Purchase Manual (2004) with the concurrence of Industries & Mines Department.

22

- e) A Supplier who has been debarred by any procuring entity for violation of any provision of this resolution shall not be eligible to participate in tender for procurement by any procuring entity of the State Government for the duration of the debarment.
- D. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Secretary Purchase Committee (SPC) may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad, with clear phasing of increase in local Content.
- E. In procurement of all goods and services in respect of which there is substantial quantity of public procurement and there is insufficient local capacity and local competition, the concerned purchase committee after SPC approval shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. SPC shall make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.
- F. **Reciprocity Clause**
- a) When the Procuring Entity identifies that Indian supplier of an item are not allowed to participate and/ or compete in procurement by any foreign government, by incorporating the restrictive tender conditions which have direct or indirect effect of barring Indian companies such as restriction/registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall undertake appropriate reciprocal action.
- b) Procuring entity should incorporate such provisions in their respective tenders to restrict such countries from participation.
- c) The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- d) Procuring Entity shall ensure that the provisions mentioned above shall strictly be complied before processing the tender/bid.
- G. All administrative Departments whose procurement exceeds Rs. 100 Crore per annum may notify / update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website.

3. Turnover of the bidder

The minimum average annual financial turnover or actual production of the bidder/ during the last three years, ending on 31st March of the previous financial year, should be at least twice the bid value. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the financial turnover or actual production details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average financial turnover or actual production in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. This will also be applicable for procurement through GeM.

4. Criteria for Tender Fee and Earnest Money Deposit (E.M.D)

A. Eligibility for Exemption:

- a) Micro & small-scale enterprises which participate directly in tendering process for the product which they are manufacturing / service which they are providing and have Udyam registration for items / service under procurement and having registration with CSPO or National Small Industries Corporation.
- b) Startups which participate directly in tendering process for the product which they are manufacturing / service which they are providing and recognised by DPIIT under the Start-up India Program and has obtained Udyam registration & CSPO/NSIC registration as MSE.
- c) Organization which has registration certificate for the manufacturing product of the tender, from Gujarat Khadi Gramodyog Board or Khadi and Village Industries Commission (K.V.I.C) or Commissioner of Cottage Industries.
- d) Board/Corporations/PSUs of the Central/State Government for their own manufactured items.
- e) State Government recognized organizations like (i) organizations for blinds, dumb and deaf, disabled, mentally disabled persons; (ii) women's self-help group recognized by Gujarat Livelihood Promotion Company; which participate directly in tendering process for the product which they are manufacturing / service which /they are providing.
- f) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies through GeM for the Primary Product/Primary Service for which Bid/RA floated on GeM.
- g) In keeping with GeM guidelines, OEM and service providers rendering services directly or by its own and having annual turnover of INR 500 Crore or more.
- h) In keeping with GeM guidelines, Sellers/Service Providers holding BIS license for the Primary Product Category whose credentials are validated through BIS database.

B. Tender fees and Earnest Money Deposit (EMD):

For Enterprises – other than those mentioned above, taking part in tendering process, the tender fees and E.M.D shall be as follows:

Total Estimated Amount of the Tender	Tender Fees	E.M.D
Up to Rs. 25 Lakh	Rs. 1,500	As per rate of 3% of the Total Estimated cost of the Tender (this will also be applicable for procurement through GeM)
Above Rs. 25 Lakh up to Rs. 50 Lakh	Rs. 2,500	
Above Rs. 50 Lakh up to Rs. 1 Cr	Rs. 5,000	
Above Rs. 1 Cr	Rs. 15,000	

Once the successful bidder is identified after opening of commercial bid / price bid, the EMD of all other unsuccessful bidders shall be released by the procuring entity within 7 working days. EMD shall not be deposited in the bank account. EMD should be in the form of Demand Draft, Pay Order and Bank Guarantee only from banks approved by Finance Department, Gujarat.

5. Security Deposit:

In Tender Process, for L-1 Bidder (Lowest Bidder) Security Deposit will be charged as per table below. This will also be applicable as Performance Security/e-PBG for procurement through GeM.

Category of the Unit	Security Deposit	
	Purchase up to Rs. 5 Lakh	Purchase of more than Rs. 5 Lakh
Enterprises Or Organizations Which Are Exempted From Paying Tender Fees & EMD As Per This Procurement Policy	Exempted	3% of order value
For all other enterprises	5% of order value	5% of order value

6. Procedure for Purchase Preference and Price Matching

A. Purchase Preference for items that are divisible in nature

- a) Purchase preference shall be given in order of "Class-I Gujarat MSE, Class-I Local Supplier, Class-II Gujarat MSE, Class-II Local Supplier, Non-local supplier" as provided under this resolution subject to matching the L1 price & quantity. Illustration of different possible outcomes of bidding process is provided at Appendix-A.
- b) The purchase preference mechanism is summarized as follows:
 - i. If the L1 price is of a Class-I Gujarat MSE, 100% bid quantity shall be awarded to Class-I Gujarat MSE.
 - ii. If L1 price is of a Class-I Local Supplier, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching the L1 price, then 50% of the bid quantity shall be awarded to Class-I Gujarat MSE, and the balance quantity shall be awarded to Class-I Local Supplier.
 - iii. If L1 price is of a Class-II Gujarat MSE, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching the L1 price, then 50% of the bid quantity shall be awarded to Class-I Gujarat MSE, and the balance quantity shall be awarded to the L1 bidder. If any of the Class-I Gujarat MSEs within the margin of purchase preference is unable to match the L1 price, the 'class-I Local supplier' subject to the margin of purchase preference and matching the L1 price and bid shall be awarded accordingly. In case none of the Class-I bidders within the margin of purchase preference matches the L1 price, the entire bid quantity shall be awarded to the L1 bidder.
 - iv. If L1 price is of a Class-II Local Supplier, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching of the L1 price, then 50% of the bid quantity and the balance quantity may be awarded to the L1 bidder. If any of the Class-I Gujarat MSEs within the margin of purchase preference is unable to match the L1 price, the 'Class-I Local Supplier' subject to the margin of purchase preference and matching the L1 price and bid shall be awarded accordingly. In case none of the Class-I bidders within the margin of purchase preference matches the L1 price, the 'Class-II Gujarat MSE' subject to the margin of purchase preference and matching the L1 price and so on. In case none of the Class-II Gujarat MSE within the margin of purchase preference matches the L1 price, the entire bid quantity shall be awarded to the L1 bidder.

In case if the bid quantity is in odd numbers and the quantity to be divided between two bidders then higher quantity will be awarded to L1. (For example, the bid quantity is seven, then it will be divided into four versus three).

22

Procuring entity shall issue a price matching offer to all eligible bidders fulfilling the local content, in the above order of preference and price matching criteria, and shall provide 3 working days to bidders to submit their written/online offer.

B. Purchase Preference for items that are not divisible in nature

In the procurements of goods or services which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I Gujarat MSE, 'Class-I Local Supplier' shall get purchase preference over 'Class-II Gujarat MSE', 'Class-II Local Supplier', subject to margin of purchase preference and price matching, as per the below order of preference:

In order of Class-I Gujarat MSE, Class-I Local Supplier, Class-II Gujarat MSE, Class-II Local Supplier, Non-local supplier.

a) The purchase preference mechanism is summarized as follows:

- i. If the L1 price is of a Class-I Gujarat MSE, 100% bid quantity shall be awarded to Class-I Gujarat MSE.
- ii. If L1 price is of a Class-I Local Supplier, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching the L1 price, then 100% of the bid quantity shall be awarded to Class-I Gujarat MSE. In case none of the Class-I Gujarat MSEs bidders within the margin of purchase preference matches the L1 price, the entire bid quantity shall be awarded to the L1 bidder.
- iii. If L1 price is of a Class-II Gujarat MSE, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching the L1 price, then 100% of the bid quantity shall be awarded to Class-I Gujarat MSE. If any of the Class-I Gujarat MSEs within the margin of purchase preference is unable to match the L1 price, the 'Class-I Local Supplier' subject to the margin of purchase preference and matching the L1 price and bid shall be awarded accordingly. In case none of the Class-I bidders within the margin of purchase preference matches the L1 price, the entire bid quantity shall be awarded to the L1 bidder.
- iv. If L1 price is of a Class-II Local Supplier, preference shall be given to Class-I Gujarat MSEs, subject to the margin of purchase preference and matching of the L1 price, then 100% of the bid quantity may be awarded to the Class-I Gujarat MSEs. If any of the Class-I Gujarat MSEs within the margin of purchase preference is unable to match the L1 price, the 'Class-I Local Supplier' subject to the margin of purchase preference and matching the L1 price and bid quantity shall be awarded accordingly. In case none of the Class-I bidders within the margin of purchase preference matches the L1 price, the 'Class-II Gujarat MSE' subject to the margin of purchase preference

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and matching the L1 price and so on. In case none of the Class-II Gujarat MSE within the margin of purchase preference matches the L1 price, the entire bid quantity shall be awarded to the L1 bidder.

C. Applicability in tenders where contract is to be awarded to multiple bidders

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates order of preference (for scenarios listed in Clause 6A) shall be: Class-I Gujarat MSE, Class-I Local Supplier, Class-II Gujarat MSE, Class-II Local Supplier, Non-local supplier. Order splitting quantity shall be finalized by the concerned procuring entity before tendering & shall clearly mention in the tender.

- D. In case of Bunch Bid, Supplier will get benefits of Clause 6, only if supplier fulfils criteria of local content for all items of Bunch bid. Bunch bid is the grouping of similar products/services in a single bid based on the relevance of the categories of products/services being procured.

7. Reservation for micro, cottage and small-scale industries and Startups

The list of reserved goods manufactured by micro, cottage & small-scale industries as notified by the Government of India in its order 'Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012' and as amended time to time (as per Appendix-B of this Policy) shall be procured from MSEs and Startups recognised by DPIIT under the Startup India Program and having Udyam registration as well as registration with CSPO or National Small Industries Corporation as a MSE. Moreover, purchase preference of 20% shall be provided to MSEs situated and registered in Gujarat including startups recognized by DPIIT and funded by State Government.

Procuring Entities shall endeavour to procure minimum 25% of annual purchase of goods and services from Micro & Small Enterprises (MSEs). A sub-target of 4% out of 25% target of annual procurement may be earmarked for procurement from MSEs owned by SC/ST entrepreneurs. 3% from within the 25% target may be earmarked for procurement from Micro and Small Enterprises owned by women entrepreneurs.

Exemption from reservation: Items reserved for micro, cottage & small-scale industries are included in Appendix "B". In case, if the eligible supplier is not complying the quality criteria of the item to be procured or there is a lack of competition or any specific reason, the procuring entity shall have to obtain prior approval of Secretaries Purchase Committee (SPC) for the exemption from purchase of items under the above-mentioned reserved list.

8. Purchase without Tender

A. Categories of organisations and financial restrictions for purchase without tender

Category: (A) Government Organization: (1) Jail

Only such goods that are manufactured by this organisation can be purchased within the financial ceiling of Rs. 15,00,000 (per item per annum) without inviting bids / tenders. However, for purchases beyond this ceiling, procuring entity shall obtain prior approval of the SPC.

Category: (B) Government owned Organizations/Public Sector Units (PSUs): (1) Gujarat State Forest Development Ltd (Vanil Udhog); (2) Gujarat State Handloom & Handicraft Development Corporation Ltd (Gurjari); (3) Gujarat Narmada Valley Fertilizers & Chemicals (For Neem Products only)

Only such goods that are manufactured by these organisations/PSUs can be purchased within the financial ceiling of Rs. 15,00,000 (total items per annum) without inviting bids / tenders.

Category: (C) Government recognised organisations: (1) Organisations recognised by Gujarat Khadi and Village Industries Board/ Khadi & Village Industries Commission (KVIC) and approved by Industries and Mines Department for below mentioned items: *Cotton clothes, Poly Khadi (Poly Vastra), Woolen clothes, Wooden/Steel Furniture, Oil Ghani (Tel Ghani), Home-made species, Bakery items, Hand-made papers, Soap (made of non-edible oils), Indensive Fl. Centre (Charm Udyog - Leather industry) and Footwear*; (2) Organisation for the Divyangjan (Differently aided persons) approved by Industries and Mines Department, Gujarat; (3) Women's Self-help Groups approved by Gujarat Livelihood Promotion Company.

Only such goods that are manufactured by these organisations can be purchased within the financial ceiling of Rs. 5,00,000 (total items per annum) without inviting bids / tenders.

Category: (D) Start-ups: Start-ups recognised by DPIIT under the Start-up India Program and having Udyam registration certificate as well as registration with CSPO or National Small Industries Corporation as a MSE. The detailed guidelines and the list of goods and services that may be procured from the eligible Startups will be published by the Startup Cell, Industries Commissionerate.

Only such goods that are manufactured by the Startups mentioned in this category can be purchased within the financial ceiling of Rs. 15,00,000 (total items per annum). without inviting bids / tenders.

B. Other conditions for purchase without tender

- a) The Head of the organization for Category (A) & (B) and concerned approving authority for Category (C) shall issue a certificate of the item-wise annual manufacturing capacity of these organisations/PSUs at the beginning of every year, i.e. before 10th April of each year.
- b) For organisations in Category (C), eligibility criteria for recognition/approval of such organisations shall be issued by the concerned approving authority.
- c) It will be the responsibility of the Procuring Entity to submit the data of annual purchases made from such organisations including items, quantity and value of purchases latest by April 30th of the subsequent financial year, to Industries & Mines Department and Industries Commissionerate.
- d) It will be the responsibility of the organisations under Category (A), (B), (C) & (D) to submit the data of annual sales made to all Government Procuring Entities including items, quantity and value of sales latest by April 30th of subsequent financial year, to Industries & Mines Department and Industries Commissionerate.
- e) For Startups under Category (D), the Procuring Entity shall ensure that if any other eligible Startup is offering similar goods/services, then the Procuring Entity shall invite quotation from all such eligible Startups before placing the order.

9. Purchase of branded items / Proprietary Article Certificate (PAC):

Generally, branded item can be purchased when only one manufacturer is available and its unique requirement is established. Otherwise, it is advisable to publish such limited tender that creates competition among brands having same specifications. For purchase of branded items, certificate of technical specification & fairness of price issued by Secretary of the concerned Department shall be submitted.

Following conditions must be fulfilled for the purchase of branded items / Proprietary Article Certificate (PAC).

- a) Certificate of Secretary/Principal Secretary/ ACS of the concerned Department & copy of budget provision and administrative approval to purchase branded items.
- b) Technical justification and clear recommendation of HOD to purchase branded items.
- c) Brochure/catalogue/literature for the branded item to be purchased along with the price justification.

10. Procurement from Startups

- A. Start-ups recognised by DPIIT under the Start-up India Program and having Udyam registration certificate as well as registration with CSPO or National Small Industries Corporation as a MSE.

Startups having a valid recognition and registration as above shall be exempted from the criteria of minimum prior experience and minimum turnover requirements, which would otherwise make them ineligible to participate in the procurement process. The total annual production capacity of startups claiming exemption under this Clause shall be at least twice the bid quantity.

Reseller/Trader of any products shall not be eligible to get benefit as startup.

CSPO registration of Startups will be given within 15 working days.

- B. **Grievance redressal mechanism:** For any grievances relating to procurement from Startups, the concerned General Manager, District Industries Centre (DIC) shall be the nodal officer and shall respond to the grievance within a reasonable period of time. In case of Policy related matter, GM, DIC (nodal officer) shall forward such grievance along with their report and recommendation to the CSPO within a reasonable period of time.

CSPO will examine and resolve the concern with the approval of the Industries Commissioner within a reasonable period of time.

11. Restriction on Public Procurement from bidders of certain countries:

Restrictions would be applicable as per the GFR order (Public Procurement No. 1) with F. no. 6/18/2019-PPD dated 23 July 2020 and as amended from time-to-time by the Ministry of Finance, Government of India which has been circulated by the Industries and Mines Department, Gujarat vide letter no. SPO-102020-UOR-10-CH dated 15th October 2020 to all the Departments.

12. Rate contract:

The State Government has mandated procurement through the GeM portal for all purchases which is a dynamic platform. However, rate contract can be undertaken only for such items which may be required during the year but is not completely predictable in advance (means can't be quantified at once). For example, a rate contract can be made for dewatering pumps which may be required by the administration in case of waterlogging due to heavy rains in the monsoon season. Moreover, rate contract would require prior approval of the Secretary Purchase Committee (SPC) or the competent apex authority.

The maximum validity of such rate contract shall not be more than 1 (one) year. Tender fees, EMD, Security Deposit and approval of the concerned Purchase Committee to finalize the Rate Contract shall be decided based on the total

purchase value of item in the previous year or estimated purchase value through the Rate Contract.

13. Purchase Committees & Delegation of Financial Powers:

A. Purchase Committees:

To finalise procurement for all types of goods and services, approval of concerned Purchase Committees shall be required as under. The participation of CSPO officials in each procurement committee meetings shall be mandatory.

a) District Level Purchase Committee (DLPC)

Head of District Office	Chairman
District Treasury Officer / Accounts Officer – District Panchayat (as per IMD circular no. – 102019 – 73- ch)	Member
General Manager, District Industries Center	Member
Accounts Officer – District Office	Member Secretary
Technical Expert, if required	Invitee

b) Department Purchase Committee (DPC)

Head of Department	Chairman
Representative of concerned Administrative Department – Not below the rank of Deputy Secretary.	Member
Senior Account Officer	Member
Officer of CSPO – Not below the rank of Class-1	Member
Senior Officer not below the rank of Class-1	Member Secretary
Technical Expert, if required	Invitee

In case of district / regional level office declared as Head of Department (HoD), DPC may be constituted by the respective administrative Department, with concurrence of Industries and Mines Department

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c) Departmental Purchase Committee for Administrative Departments

Senior Additional Secretary/ Joint Secretary / Deputy Secretary of Concerned administrative Department	Chairman
Financial advisor of concerned administrative Department	Member
Officer of CSPO – Not below the rank of Class-1	Member
Senior Officer, not below rank of Class-I of concerned administrative Department	Member Secretary
Technical Expert, if required	Invitee

d) Secretariat Department Purchase Committee (SDPC)

Additional Chief Secretary / Principal Secretary / Secretary of Concerned Department	Chairman
Financial advisor of concerned Department	Member
Officer of CSPO – Not below the rank of Class-1	Member
Additional Secretary/Joint Secretary/ Deputy Secretary or HOD	Member Secretary
Technical Expert, if required	Invitee

e) Secretary Purchase Committee (SPC)

Additional Chief Secretary / Principal Secretary / Secretary - Industries & Mines Department	Chairman
Additional Chief Secretary / Principal Secretary / Secretary - Administrative Department of the procuring entity	Member
Additional Chief Secretary / Principal Secretary / Secretary - Finance Department of the Government	Member
Head of Department Purchase Committee (DPC)	Member
Additional Industries Commissioner (CSPO) office of Industries Commissioner	Member Secretary
Technical expert, if required	Invitee

Note:

- a) These committees pertain to procurement of Government Departments and HoDs.
- b) Boards/corporations/societies/local bodies/autonomous bodies shall take approval of their concerned competent authority for finalization/approval of purchase. The Boards/corporations/societies/local bodies/autonomous bodies shall constitute purchase committees with delegation of financial powers in case if such committees are not constituted.
- c) For the procurement of manpower (peons and drivers only) and housekeeping services, the approval of below mentioned authority shall be required instead of above committees:
 - i. Head of the Department: Up to Rs. 75 lakh
 - ii. Addl. Chief Secretary/ Principal Secretary/Secretary of the concern Department: above Rs. 75 lakh.
- d) SPC may consider to increase or decrease the local content of supply or services for Class-I and Class-II by recording the reasons thereof before issue of Tender.
- e) Global Tender Enquiry for bid value less than INR 200 Crore shall not be issued except with the approval of Secretaries Purchase Committee (SPC).
- f) SPC may exempt any particular item or supplying entities from the operation of this resolution or any part of the resolution.

B. Financial powers (per item) of different Purchase Committees shall be as follows:

Type of Purchase	Financial Powers (in INR)			
	DLPC	DPC / DPCAD	SDPC	SPC
Normal Purchase	25,001 & up to 10 lakh	Up to 2 crore	More than 2 crore & up to 10 crore	More than 10 crore
Solitary Offer	Not Permissible	Up to 20 lakh	More than 20 lakh & up to 5 crore	More than 5 crore
Repeat Order	Not Permissible	25% of the DPC approval	25% of the SDPC approval	25% of the SPC approval
Emergency Purchase	Not Permissible	Up to 20 lakh	More than 20 lakh & up to 1 crore	More than 1 crore
Branded Purchase	Not Permissible	Not Permissible	Up to 10 lakh	More than 10 lakh

Note:

- a) **Solitary Offer:** Solitary offer means financial bid from a single supplier and/or single tender is qualified in technical verification. In case of solitary offer or restricted competition, the process may be considered valid provided following conditions are satisfied:
- i. The procurement was satisfactorily advertised and sufficient time was given for submission of bids.
 - ii. the qualification criteria were not unduly restrictive; and
 - iii. prices are reasonable in comparison to market values.
- b) **Repeat Order:** A repeat order can be placed to bidder firm against original order without following tender process subject to following conditions: -
- i. Repeat order can be placed only once within 6 months from the date of the original order.
 - ii. 25% or less quantity of the original order (tender acceptance letter) can be purchased by the same procuring entity which had floated the tender.
 - iii. The Office which purchases items under repeat order shall submit certificate that the prevalent price of the items purchased under original order has not decreased and there is no technology up-gradation.
- c) **Emergency Purchase:**
- i. While procuring from GeM Portal, the tender duration of emergency purchase has to be kept as per the instructions prevailing on GeM. If the tender is published outside GeM Portal for less than 15 days, it shall be considered as emergency purchase in extraordinary circumstances like epidemic, natural disaster, riots etc. The Secretary of the concerned administrative Department shall mention the special circumstances and appropriateness of purchase in the Emergency Purchase Certificate for keeping the tender publishing period less than 15 days.
 - ii. Tenders published for emergency purchases should be finalized within a maximum period of 30 days.
 - iii. In extraordinary circumstances like epidemic, natural disaster, etc. a procuring entity can exercise emergency purchase up to 50% of the total value of a contract/purchase order executed by another procuring entity of Gujarat, under the condition that the contract/order was executed within the last three months. In such cases prior approval from the original procuring entity shall be obtained.

14. General Provisions:

- A. It is mandatory for all procuring entity to procure goods and services through Government-e-Marketplace (GeM). For procurement of goods and services other than the GeM portal due to non-availability on GeM, prior approval of the Industries and Mines Department or Industries Commissionerate shall be obtained as per GR dated 03/02/2021 read at (9) and amended from time-to-time.
- B. Procurement of goods and services above Rs. 1,00,000, shall be made through e-tender only, including procurement through GeM Portal.
- C. The procuring entity shall adopt the BIS product specifications for the procurement of goods for which such BIS specifications are available.
- D. The duration for e-tenders shall be for a minimum period of 15 days (except in case of emergency purchases). In case of procurement through GeM, duration of tenders shall be as per provisions of GeM.
- E. It is mandatory for Procuring Entities not to split the total approved quantity/volume of goods/items as mentioned in the administrative approval of the financial year. In normal circumstances bunch bids should be avoided for procurement of goods/items, since it restricts competition. For example, procurement of computers and stabilizer should not be invited as a bunch bid, since the OEMs for both these items are completely different. Thus, the bid for total approved quantity of computers or stabilizers should be invited in a separate bid and should not be divided into multiple bids.

15. Implementation

- A. All Government Departments, HODs, District Offices, Authorities, Grant-in-aid institution/ Boards/ Corporations/ Societies of the State shall strictly abide by this Policy.
- B. All Government Authorities, Grant-in-aid institution/ Boards/ Corporations/ Societies of the State including all Local Self Governance Organisations such as Urban Local Bodies (ULBs) and Panchayati Raj Institutions may have their own organisation specific Procurement Policy, which shall be in alignment with this Policy.
- C. In case of any issue regarding implementation of the Policy, Industries & Mines Department shall be consulted & interpretation/decision of Industries & Mines Department shall be final & binding. In case of any discrepancy in the procurement procedure, Gujarat State Procurement Policy 2024 shall prevail.
- D. Gujarat State Procurement Policy 2024 shall come into force with effect from 01 April 2024 and shall remain operative till the declaration of a new or revised Policy.

This issues with the concurrence of Finance Department dated 19/02/2024 and Government dated 29/02/2024 on this Department's file of even number.

By order and in the name of Governor of Gujarat.

(J. B. Patel)
Joint Secretary

Industries and Mines Department

Copy forwarded with compliments to:

1. *Principal Secretary to Hon'ble Governor of Gujarat, Raj Bhavan, Gandhinagar
2. Chief Principal Secretary to Hon'ble Chief Minister, Sachivalaya, Gandhinagar
3. Additional Chief Secretary to Hon'ble Chief Minister, Sachivalaya, Gandhinagar
4. Secretary to Hon'ble Chief Minister, Sachivalaya, Gandhinagar
5. Personal Secretary to all Hon'ble Ministers, Sachivalaya, Gandhinagar
6. Joint Secretary to Chief Secretary, Sachivalaya, Gandhinagar
7. Additional Chief Secretary, Industries and Mines Department
8. Additional Chief Secretary, Finance Department
9. All Departments (to issued necessary instruction to subordinate offices)
10. All HoDs of IMD (to issued necessary instruction to subordinate offices)
11. Accountant General Rajkot/Ahmedabad
12. Additional Industries Commissioner (SP), Udyog Bhavan, Gandhinagar
13. *Secretary, Gujarat Public Service Commission
14. *Secretary, Gujarat Vidhansabha Sachivalaya
15. *Secretary, Gujarat Vigilance Commission
16. *Registrar, Gujarat High Court, Sola, Ahmedabad
17. *Registrar, Gujarat Lokayukt Office, Gandhinagar
18. Director of Information, Gandhinagar
19. Computer Cell, Industries and Mines Department
20. Branch Select File
21. Dy SO Select File

* By letter

List of Abbreviations

ACS	Additional Chief Secretary
BIS	Bureau of Indian Standards
CSPO	Central Stores Purchase Organization
DIC	District Industries Centre
DLPC	District Level Purchase Committee
DPC	Department Purchase Committee
DPCAD	Department Purchase Committee Administrative Department
DPIIT	Department for Promotion of Industry and Internal Trade
EMD	Earnest Money Deposit
FDI	Foreign Direct Investment
GeM	Government-e-Marketplace
GFR	General Financial Rules
HoDs	Head of Departments
KVIC	Khadi and Village Industries Commission
MSE	Micro and Small Enterprises
MSMED Act	Micro, Small and Medium Enterprises Development Act
NSIC	National Small Industries Corporation
OEM	Original Equipment Manufacturer
PAC	Proprietary Article Certificate
PBG	Performance Bank Guarantee
PSEs	Public Sector Enterprises
PSUs	Public Sector Units
SDPC	Secretariat Department Purchase Committee
SPC	Secretary Purchase Committee
ULBs	Urban Local Bodies

Appendix A

Illustration of different possible outcomes of bidding

Scenario	Bidder no.	Bid value	Supplier Category	Offer rate when invited	Offer qty. when invited	Order qty. in Proposed State Policy
(1)	L1	₹ 100	Class-I Gujarat MSE	-	-	100% order qty.
	L2	₹ 110	Class-I Local Supplier	-	-	
	L3	₹ 115	Class-II Local Supplier	-	-	
(2)	L1	₹ 100	Class-I Local Supplier	-	-	50% order qty.
	L2	₹ 115	Class-II Local Supplier	-	-	
	L3	₹ 120	Class-I Gujarat MSE	L1	50%	50% order qty. (bid within 0-20% margin)
(3)	L1	₹ 100	Class-I Local Supplier	-	-	100% order qty.
	L2	₹ 110	Class-II Local Supplier	-	-	
	L3	₹ 130	Class-I Gujarat MSE	-	-	
(4))	L1	₹ 100	Class-II Local Supplier	-	-	50% order qty.
	L2	₹ 110	Class-I Gujarat MSE	Not matching	-	
	L3	₹ 115	Class-I Local Supplier	L1	50%	50% order qty. (bid within 20% margin)
	L4	₹ 125	Class-I Gujarat MSE	Will not be invited	-	
(5)	L1	₹ 100	Class-II Local Supplier	-	-	50% order qty.
	L2	₹ 110	Class-I Local Supplier	-	-	

Scenario	Bidder no.	Bid value	Supplier Category	Offer rate when invited	Offer qty. when invited	Order qty. in Proposed State Policy
	L3	₹ 115	Class-I Gujarat MSE	Not matching	-	
	L4	₹ 120	Class-I Gujarat MSE	L1	50%	50% order qty. (bid within 20% margin)
(6)	L1	₹ 100	Class-II Local Supplier	-	-	50% order qty.
	L2	₹ 110	Class-I Local Supplier	L1	50%	50% order qty. (bid within 20% margin)
	L3	₹ 115	Class-I Gujarat MSE	Not matching	-	
	L4	₹ 120	Class-I Gujarat MSE	Not matching	-	
(7)	L1	₹ 100	Class-II Gujarat MSE	-	-	100% order qty.
	L2	₹ 120	Class-II Local Supplier	-	-	
	L3	₹ 130	Class-I Gujarat MSE	-	-	
	L4	₹ 140	Class-I Local Supplier	-	-	
(8)	L1	₹ 100	Class-II Local Supplier	-	-	50% order qty.
	L2	₹ 110	Class-I Local Supplier	Not matching	-	
	L3	₹ 115	Class-I Gujarat MSE	Not matching	-	
	L4	₹ 120	Class-II Gujarat MSE	L1	50%	50% order qty. (bid within 20% margin)
(9)	L1	₹ 100	Class-II Local Supplier	-	-	100% order qty.
	L2	₹ 130	Class-II Gujarat MSE	-	-	
	L3	₹ 135	Class-I Gujarat MSE	-	-	
	L4	₹ 140	Class-I Local Supplier	-	-	

W

Appendix B

List of 358 Items Reserved for Purchase from Micro and Small Enterprises (MSEs) and Startups recognized by DPIIT under the Startup India Program and having Udyam registration as well as registration with CSPO or National Small Industries Corporation as a MSE

Sl. No. Item Description

1. AAC/& ACSR Conductor upto 19 strands
2. Agricultural Implements
 - a. Hand Operated tools & implements
 - b. Animal driven implements
3. Air/Room Coolers
4. Aluminum builder's hardware
5. Ambulance stretcher
6. Ammeters/ohm meter/Volt meter (Electro magnetic upto Class I accuracy)
7. Anklets Web Khaki
8. Augur (Carpenters)
9. Automobile Head lights Assembly
10. Badges cloth embroidered and metals
11. Bags of all types i.e. made of leather, cotton, canvas & jute etc. including kit bags, mail bags, sleeping bags & water-proof bag
12. Bandage cloth
13. Barbed Wire
14. Basket cane (Procurement can also be made from State Forest Corpn. and State Handicrafts Corporation)
15. Bath tubs
16. Battery Charger
17. Battery Eliminator
18. Beam Scales (upto 1.5 tons)
19. Belt leather & straps
20. Bench Vices
21. Bituminous Paints
22. Blotting Paper
23. Bolts & Nuts
24. Bolts Sliding
25. Bone Meal
26. Boot Polish
27. Boots & Shoes of all types including canvas shoes
28. Bowls
29. Boxes Leather
30. Boxes made of metal
31. Braces
32. Brackets other than those used in Railways
33. Brass Wire
34. Brief Cases (other than moulded luggage)
35. Brooms
36. Brushes of all types
37. Buckets of all types
38. Button of all types
39. Candle Wax Carriage
40. Cane Valves/stock valves (for water fittings only)

41. Cans metallic (for milk & measuring)
42. Canvas Products :
 - a. Water Proof Deliver, Bags to spec. No. IS - 1422/70
 - b. Bonnet Covers & Radiators Muff. to spec. Drg. Lv 7/NSN/IA/130295
43. Capes Cotton & Woollen
44. Capes Waterproof
45. Castor Oil
46. Ceiling roses upto 15 amps
47. Centrifugal steel plate blowers
48. Centrifugal Pumps suction & delivery 150 mm. x 150 mm
49. Chaff Cutter Blade
50. Chains lashing
51. Chappals and sandals
52. Chamois Leather
53. Chokes for light fitting
54. Chrome Tanned leather (Semi-finished Buffalo & Cow)
55. Circlips
56. Claw Bars and Wires
57. Cleaning Powder
58. Clinical Thermometers
59. Cloth Covers
60. Cloth Jaconet
61. Cloth Sponge
62. Coir fibre and Coir yarn
63. Coir mattress cushions and matting
64. Coir Rope hawserlaid
65. Community Radio Receivers
66. Conduit pipes
67. Copper nail
68. Copper Napthenate
69. Copper sulphate
70. Cord Twine Maker
71. Cordage Others
72. Corrugated Paper Board & Boxes
73. Cotton Absorbent
74. Cotton Belts
75. Cotton Carriers
76. Cotton Cases
77. Cotton Cord Twine
78. Cotton Hosiery
79. Cotton Packs
80. Cotton Pouches
81. Cotton Ropes
82. Cotton Singlets
83. Cotton Sling
84. Cotton Straps
85. Cotton tapes and laces
86. Cotton Wool (Non absorbent)
87. Crates Wooden & plastic

88. (a) Crucibles upto No. 200
(b) Crucibles Graphite upto No. 500
(c) Other Crucibles upto 30 kgs.
89. Cumblies & blankets
90. Curtains mosquito
91. Cutters
92. Dibutyl phthalate
93. Diesel engines upto 15 H.P
94. Dimethyl Phthalate
95. Disinfectant Fluids
96. Distribution Board upto 15 amps
97. Domestic Electric appliances as per BIS Specifications :- Toaster
Electric, Elect. Iron, Hot Plates, Elect. Mixer, Grinders Room heaters &
convectors and ovens
98. Domestic (House Wiring) P.V.C. Cables and Wires (Aluminum)
Conforming to the prescribed BIS Specifications and upto 10.00
mm sq. nominal cross section
99. Drawing & Mathematical Instruments
100. Drums & Barrels
101. Dust Bins
102. Dust Shield leather
103. Dusters Cotton all types except the items required in Khadi
104. Dyes :
a. Azo Dyes (Direct & Acid)
b. Basic Dyes
105. Electric Call bells/buzzers/door bells
106. Electric Soldering Iron
107. Electric Transmission Line Hardware items like steel cross bars, cross
arms clamps arching horn, brackets, etc
108. Electronic door bell
109. Emergency Light (Rechargeable type)
110. Enamel Wares & Enamel Utensils
111. Equipment camouflage Bamboo support
112. Exhaust Muffler
113. Expanded Metal
114. Eyelets
115. Film Polythene - including wide width film
116. Film spools & cans
117. Fire Extinguishers (wall type)
118. Foot Powder
119. French polish
120. Funnels
121. Fuse Cut outs
122. Fuse Unit
123. Garments (excluding supply from Indian Ordnance Factories)
124. Gas mantels
125. Gauze cloth
126. Gauze surgical all types
127. Ghamellas (Tasllas)
128. Glass Ampules

129. Glass & Pressed Wares
130. Glue
131. Grease Nipples & Grease guns
132. Gun cases
133. Gun Metal Bushes
134. Guntape
135. Hand drawn carts of all types
136. Hand gloves of all types
137. Hand Lamps Railways
138. Hand numbering machine
139. Hand pounded Rice (polished and unpolished)
140. Hand presses
141. Hand Pump
142. Hand Tools of all types
143. Handles wooden and bamboo (Procurement can also be made from State Forest Corpn. and State Handicrafts Corporation)
144. Harness Leather
145. Hasps & Staples
146. Haver Sacks
147. Helmet Non-Metallic
148. Hide and country leather of all types
149. Hinges
150. Hob nails
151. Holdall
152. Honey
153. Horse and Mule Shoes
154. Hydraulic Jacks below 30 ton capacity
155. Insecticides Dust and Sprayers (Manual only)
156. Invalid wheeled chairs.
157. Invertor domestic type upto 5 kVA
158. Iron (dhobi)
159. Key board wooden
160. Kit Boxes
161. Kodali
162. Lace leather
163. Lamp holders
164. Lamp signal
165. Lanterns Posts & bodies
166. Lanyard
167. Latex foam sponge
168. Lathies
169. Letter Boxes
170. Lighting Arresters - upto 22 kv
171. Link Clip
172. Linseed Oil
173. Lint Plain
174. Lockers
175. Lubricators
176. L.T. Porcelain KITKAT & Fuse Grips
177. Machine Screws

178. Magnesium Sulphate
179. Mallet Wooden
180. Manhole covers
181. Measuring Tapes and Sticks
182. Metal clad switches (upto 30 Amps)
183. Metal Polish
184. Metallic containers and drums other than N.E.C. (Not elsewhere classified)
185. Metric weights
186. Microscope for normal medical use
187. Miniature bulbs (for torches only)
188. M.S. Tie Bars
189. Nail Cutters
190. Naphthalene Balls
191. Newar
192. Nickel Sulphate
193. Nylon Stocking
194. Nylon Tapes and Laces
195. Oil Bound Distemper
196. Oil Stoves (Wick stoves only)
197. Pad locks of all types
198. Paint remover
199. Palma Rosa Oil
200. Palmgur
201. Pans Lavatory Flush
202. Paper conversion products, paper bags, envelops, Ice-cream cup, paper cup and saucers & paper Plates
203. Paper Tapes (Gummed)
204. Pappads
205. Pickles & Chutney
206. Piles fabric
207. Pillows
208. Plaster of Paris
209. Plastic Blow Moulded Containers upto 20 litre excluding Poly Ethylene Terphthalate (PET) Containers
210. Plastic cane
211. Playing Cards
212. Plugs & Sockets electric upto 15 Amp
213. Polythene bags
214. Polythene Pipes
215. Post Picket (Wooden)
216. Postal Lead seals
217. Potassium Nitrate
218. Pouches
219. Pressure Die Casting upto 0.75 kg
220. Privy Pans
221. Pulley Wire
222. PVC footwears
223. PVC pipes upto 110 mm
224. PVC Insulated Aluminium Cables (upto 120 sq. mm) (ISS:694)

on

225. Quilts, Razais
226. Rags
227. Railway Carriage light fittings
228. Rakes Ballast
229. Razors
230. RCC Pipes upto 1200 mm. dia
231. RCC Poles Prestressed
232. Rivets of all types
233. Rolling Shutters
234. Roof light Fittings
235. Rubber Balloons
236. Rubber Cord
237. Rubber Hoses (Unbranded)
238. Rubber Tubing (Excluding braided tubing)
239. Rubberised Garments Cap and Caps etc
240. Rust/Scale Removing composition
241. Safe meat & milk
242. Safety matches
243. Safety Pins (and other similar products like paper pins, staples pins etc.)
244. Sanitary Plumbing fittings
245. Sanitary Towels
246. Scientific Laboratory glasswares (Barring sophisticated items)
247. Scissors cutting (ordinary)
248. Screws of all types including High Tensile
249. Sheep skin all types
250. Shellac
251. Shoe laces
252. Shovels
253. Sign Boards painted
254. Silk ribbon
255. Silk Webbing
256. Skiboots & shoes
257. Sluice Valves
258. Snapfastner (Excluding 4 pcs. ones)
259. Soap Carbolic
260. Soap Curd
261. Soap Liquid
262. Soap Soft
263. Soap washing or laundry soap
264. Soap Yellow
265. Socket/pipes
266. Sodium Nitrate
267. Sodium Silicate
268. Sole leather
269. Spectacle frames
270. Spiked boot
271. Sports shoes made out of leather (for all Sports games)
272. Squirrel Cage Induction Motors upto and including 100 KW440 volts 3 phase

- 273. Stapling machine
- 274. Steel Almirah
- 275. Steel bedsstead
- 276. Steel Chair
- 277. Steel desks
- 278. Steel racks/shelf
- 279. Steel stools
- 280. Steel trunks
- 281. Steel wool
- 282. Steel & aluminium windows and ventilators
- 283. Stockinet
- 284. Stone and stone quarry rollers
- 285. Stoneware jars
- 286. Stranded Wire
- 287. Street light fittings
- 288. Student Microscope
- 289. Studs (excluding high tensile)
- 290. Surgical Gloves (Except Plastic)
- 291. Table knives (Excluding Cutlery)
- 292. Tack Metallic
- 293. Taps
- 294. Tarpaulins
- 295. Teak fabricated round blocks
- 296. Tent Poles
- 297. Tentage Civil/Military & Salitah Jute for Tentage
- 298. Textiles manufacturers other than N.E.C. (not elsewhere classified)
- 299. Tiles
- 300. Tin Boxes for postage stamp
- 301. Tin can unprinted upto 4 gallons capacity (other than can O.T.S.)
- 302. Tin Mess
- 303. Tip Boots
- 304. Toggle Switches
- 305. Toilet Rolls
- 306. Transformer type welding sets conforming to IS:1291/75 (upto 600 amps)
- 307. Transistor Radio upto 3 band
- 308. Transistorised Insulation - Testers
- 309. Trays
- 310. Trays for postal use
- 311. Trolley
- 312. Trolleys - drinking water
- 313. Tubular Poles
- 314. Tyres & Tubes (Cycles)
- 315. Umbrellas
- 316. Utensils all types
- 317. Valves Metallic
- 318. Varnish Black Japan
- 319. Voltage Stabilisers including C.V.T's
- 320. Washers all types
- 321. Water Proof Covers

- 322. Water Proof paper
- 323. Water tanks upto 15,000 litres capacity
- 324. Wax sealing
- 325. Waxed paper
- 326. Weighing Scale
- 327. Welded Wiremesh
- 328. Wheel barrows
- 329. Whistle
- 330. Wicks cotton
- 331. Wing Shield Wipers (Arms & Blades only)
- 332. Wire brushes and Fibre Brushes
- 333. Wire Fencing & Fittings.
- 334. Wire nails and Horse shoe nails
- 335. Wire nettings of gauze thicker than 100 mesh size
- 336. Wood Wool
- 337. Wooden ammunition boxes
- 338. Wooden Boards
- 339. Wooden Box for Stamps
- 340. Wooden Boxes and Cases N.E.C. (Not elsewhere classified)
- 341. Wooden Chairs
- 342. Wooden Flush Door Shutters
- 343. Wooden packing cases all sizes
- 344. Wooden pins
- 345. Wooden plugs
- 346. Wooden shelves
- 347. Wooden veneers
- 348. Woollen hosiery
- 349. Zinc Sulphate
- 350. Zip Fasteners

HANDICRAFT ITEMS

Sl. No.Item Description

- 351. Cane furniture
- 352. Bamboo file tray, Baskets, Pencil stand, side racks etc.
- 353. Artistic Wooden Furniture
- 354. Wooden paper weight, racks etc.
- 355. Glass covers made of wood and grass jute.
- 356. Jute furniture
- 357. Jute bags, file cover
- 358. Woollen & silk carpets.

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Annexure 6

ઉધોગ અને ખાણ વિભાગના ઠરાવ ક્રમાંક:એસપીઓ/૧૦૨૦૧૫/૬૯૧૦૯૩/ચ. તા.૦૩/૦૬/૨૦૧૬નું

પરિશિષ્ટ-ઘ

Supply of material to be purchased
By Government Departments/Offices-
Consideration of Quotation for-

GOVERNMENT OF GUJARAT
Finance Department
Circular No.STA-2752/1173-K,
Sachivalaya, Ahmedabad,
Dated the 2nd May, 1962

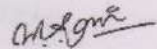
CIRCULAR

A question regarding consideration of quotations from suppliers liable to pay tax, under the Sales Tax laws for supply of materials to be purchased by Government Department or Offices was under consideration of Government for Some time past. Government is now pleased to direct that in considering quotations from suppliers liable to pay sale tax/General Sales Tax to the Government of this State, the amount of tax so payable should be left out of accounts; while in the case of suppliers who have to pay Sales Tax under the local State Sales Tax law or the Central Sales Tax Act, 1956 to the Government of any **other State**, the amount of Such taxes should be considered. The comparative quotations **computed** on the above basis should then be considered on merits.

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

Sd/-
K.J.GHODA
Under Secretary to the Govt. of Gujarat
Finance Department

To,
All Secretariat Departments
All Heads of Departments/Offices
The Accountant General, Gujarat State, Ahmedabad.
The Accountant General, Rajkot.
The Pay and Account Officer, Ahmedabad.



MR SONI-US-IMD

ઉધોગ અને ખાણ વિભાગના ઠરાવ ક્રમાંક:એસપીઓ/૧૦૨૦૧૫/૬૯૧૦૯૩/ચ. તા.૦૩/૦૬/૨૦૧૬નું

પરિશિષ્ટ-ચ

*Supply of material to be purchased
By Government Departments/Offices-
Consideration of Quotation for-*

GOVERNMENT OF GUJARAT
FINANCE DEPARTMENT
Circular No.GST 1070/6246-TH,
Sachivalaya, Gandhinagar
Dated the 30th January, 1971

Read: Government Circular, Finance Department No.STA-2752/1173-K,
Dated the 2nd May, 1962 (Reproduced Below)

CIRCULAR

Read: Government Circular, Finance Department No. Circular No.STA-2752/1173-K, Dated the 2nd May, 1962, Government has directed that While considering the quotations from suppliers who are liable to sales Tax/General Sales Tax, the amount of tax so payable should be left out of account; whereas in the case of suppliers who have to pay Sales Tax under the local Sales Tax law or the Central Sales Tax Act, 1956 to the Government of any other State, the amount of Such taxes should be added to the gross price inclusive of tax considered. The comparative quotations computed on the above basis should then be considered on merits. It has come to the notice of Government that in spite of these instructions, some of the Government Departments/Offices do not follow the said instructions. It is therefore directed that the instructions and the procedures prescribed in the aforesaid circular in regard to consideration of quotations for supply of materials to be purchased by Government Departments/Offices should be observed scrupulously.

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

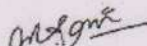
Sd/-

T.K.JAYARAMAN

Deputy Secretary to the Govt. of Gujarat.
Finance Department.

To,

1. All Secretariat Departments.
2. All Heads of Departments and Heads Office Under the Secretariat Departments/Offices.
3. All Finance Advisers
4. The Accountant General, Gujarat, Ahmedabad.
5. The Pay and Accountant Officer, Ahmedabad/Gandhinagar
6. All Branches in Finance Department
7. The Commissioner of Sales Tax, Ahmedabad (With 100 copies) (Distribution "A" Class)


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