



ગુજરાત પાણી પુરવઠા અને ગટર વ્યવસ્થા બોર્ડ,

(A Government of Gujarat Undertaking)

"જલસેવા ભવન" છ- રોડ, એરફોર્સ સ્ટેશન સામે, સેક્ટર- ૧૦- એ, ગાંધીનગર

નિરવ પી. સોલંકી

મુખ્ય ઇજનેર
(ટેકનીકલ સેલ)

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ટેલીફોન નં- ૨૩૨૨૨૫૪૭



જા.નં./ટેકસેલ/પ્રાઇઝ વેરીએશન/પરિપત્ર/ ૯૮

તા.૧૬/૦૩/૨૦૨૩

પરિપત્ર

વિષય:- ગુજરાત પાણી પુરવઠા અને ગટર વ્યવસ્થા બોર્ડમાં યોજનાના અમલીકરણની ટેન્ડર પ્રક્રિયામાં પ્રાઇઝ વેરીએશન અંગે સ્પષ્ટીકરણ બાબત.

સંદર્ભ:-

- ૧) બોર્ડ કચેરીના પરિપત્ર ક્રમાંક. ટેકસેલ/ટેન્ડર કલોઝ ફેરફાર/પરિપત્ર/૨૪૪, તા.૧૧-૦૨-૨૦૨૧
- ૨) બોર્ડ કચેરીના પરિપત્ર ક્રમાંક. ટેકસેલ/પ્રાઇઝ વેરીએશન/એકસેસ-એકસ્ટ્રા/૧૨૧૧, તા.૧૬-૧૧-૨૦૨૧
- ૩) બોર્ડ કચેરીના પરિપત્ર ક્રમાંક. ટેકસેલ/પ્રાઇઝ વેરીએશન/એકસેસ-એકસ્ટ્રા/૧૨૪૯, તા.૩૦-૧૧-૨૦૨૧
- ૪) બોર્ડ કચેરીના પરિપત્ર ક્રમાંક. ટેકસેલ/જીએસટી/પરિપત્ર/૩૫૧, તા.૧૮-૦૪-૨૦૨૨
- ૫) બોર્ડ કચેરીના પરિપત્ર ક્રમાંક. ટેકસેલ/જીએસટી/પરિપત્ર-સુધારો/૩૫૪, તા.૨૦-૦૪-૨૦૨૨

પ્રસ્તાવના :

પાણી પુરવઠા બોર્ડના ટેન્ડરોમાં પ્રાઇઝ વેરીએશન અને જી.એસ.ટી. બાબતે જોગવાઈ રાખવામાં આવે છે. જે અન્વયે બોર્ડ દ્વારા સંદર્ભ ૧ થી ૫ મુજબ પરિપત્ર થી સુચનાઓ આપવામાં આવેલ છે. ક્ષેત્રીય કચેરીઓ દ્વારા વખતોવખતનાં અલગ અલગ પરિપત્ર થવાના કારણે અલગ અલગ અર્થઘટન થવાથી પાણી પુરવઠા બોર્ડ હસ્તક હાથ ધરવાના થતા ટેન્ડરોમાં એકસુત્રતા જળવાતી નથી. આથી સંદર્ભ હેઠળ દર્શાવેલ તમામ પરિપત્ર રદ કરી ટેન્ડરની શરતોમાં પ્રાઇઝ વેરીએશન અને જી.એસ.ટી. ની જોગવાઈ અન્વયે સંયુક્ત પરિપત્ર કરવાની જરૂરીયાત જણાયેલ છે.

આદેશ :

આથી આ સાથે પ્રાઇઝ વેરીએશન અને જી.એસ.ટી. અંગે ટેન્ડરમાં રાખવાની જોગવાઈ બાબત આ પરીપત્ર સાથે સામેલ પરિશિષ્ટ (૧) અને (૨) મુજબ કાર્યવાહી કરવાની રહેશે તેમજ ઉપરોક્ત સંદર્ભો-૧ થી ૫ મુજબ થયેલ પરિપત્ર રદ ગણવાના રહેશે. સદર જોગવાઈનું અમલીકરણ હવેપછીના પાણી પુરવઠા બોર્ડનાં તમામ ટેન્ડરોમાં કરવાનું રહેશે જે ધ્યાને લેવા વિનંતી. હાલના ચાલુ ટેન્ડરમાં, ટેન્ડરમાં ઊલેખ કરેલ કલોઝ પ્રમાણે અમલ કરવાનું રહેશે, જે અંગે ખાસ ખાત્રી રાખવા જણાવવામાં આવે છે.

બિડાણ- (૧) જી.એસ.ટી.ની જોગવાઈ

(૨) સુધારેલ પ્રાઇઝ વેરીએશન કલોઝ

(નિરવ સોલંકી)

મુખ્ય ઇજનેર

નકલ સાદર રવાના પ્રતિ,

- માન.અગ્રસચિવશ્રી(પા.પુ.) નર્મદા, જળસંપત્તિ, પાણી પુરવઠા અને કલ્પસર વિભાગ, બ્લોક નં.૭, નવમો માળ, સચિવાલય, ગાંધીનગર.
- માન. અધ્યક્ષશ્રીના કાર્યકારી સચિવશ્રી, ગુ.પા.પુ. અને ગ.વ્ય. બોર્ડ, ગાંધીનગર.
- માન. સભ્ય સચિવશ્રી, ગુ.પા.પુ. અને ગ.વ્ય. બોર્ડ, ગાંધીનગર.
- મુખ્ય કારોબારી, અધિકારીશ્રી, વાસ્મો, ગુ.પા.પુ. અને ગ.વ્ય. બોર્ડ, ગાંધીનગર.
- મુખ્ય ઇજનેરશ્રી, યાંત્રિક/મટીરીયલ શાખા, ગુ.પા.પુ. અને ગ.વ્ય. બોર્ડ, ગાંધીનગર.
- મુખ્ય ઇજનેરશ્રી, ઝોન-૧, વડોદરા, ઝોન-૨, અમદાવાદ ઝોન-૩, રાજકોટ, ઝોન-૪, કચ્છ-ભુજ, ઝોન-૫ જુનાગઢ, ઝોન-૬, સુરત
- પ્રોજેક્ટ ડાયરેક્ટરશ્રી, અર્બન સેલ, ગુ.પા.પુ. અને ગ.વ્ય. બોર્ડ, ગાંધીનગર.
- નાણાં નિયંત્રકશ્રી, ગુ.પા.પુ. અને ગ.વ્ય. બોર્ડ, ગાંધીનગર.
- માસ્ટર ફાઇલ

પરિશિષ્ટ-૧ : જી.એસ.ટી. ની જોગવાઈ

ગુજરાત પાણી પુરવઠા અને ગટર વ્યવસ્થા બોર્ડમાં હાથ ધરવામાં આવતા યોજનાકીય કામોની ટેન્ડર પ્રક્રિયામાં કેન્દ્ર સરકારના તા.૧૮/૧૧/૨૦૨૧ ના નોટીફિકેશનનં.૧૫/૨૦૨૧ અન્વયે તા.૦૧/૦૧/૨૦૨૨ થી વર્કસ કોન્ટ્રાક્ટ પર જી.એસ.ટી. નો દર ૧૮% થયેલ છે, જેને અનુલક્ષીને રાજ્ય સરકારની માર્ગદર્શિકા મુજબ વર્ષ ૨૦૨૨-૨૩ ની ભાવસૂચિ જી.એસ.ટી. ના દર મુજબ અમલીકૃત કરવામાં આવેલ છે.

યોજનાકીય કામોના અંદાજોની વહીવટી મંજૂરી તેમજ સમગ્ર તાંત્રિક મંજૂરી જી.એસ.ટી. સાથેના ભાવપત્રક માટે લેવાની રહેશે. જ્યારે ટેન્ડર પ્રક્રિયામાં પારદર્શિતા જળવાઈ રહે અને નાણાકીય સરળતા માટે ટેન્ડર પ્રક્રિયામાં ફાકટ ટેન્ડર પેપરની મંજૂરી જી.એસ.ટી. વગરના ભાવ મુજબ આપી ટેન્ડર પ્રસિધ્ધ કરવાના રહેશે.

ટેન્ડર ડોક્યુમેન્ટમાં ભાવો જી.એસ.ટી. વગરના છે. તે બાબતે સંબંધિત તમામ ટેન્ડરની કલમોમાં ઉલ્લેખ કરી એજન્સીએ ભાવો જી.એસ.ટી. વગરના ભરવાના રહેશે અને ટેન્ડરની સરખામણી અને મંજૂરી તે મુજબ થશે તથા થયેલ યોજનાકીય કામોનું વાસ્તવિક કરવાપાત્ર ચુકવણું જી.એસ.ટી. સાથે કરવામાં આવશે. તે બાબતે સ્પષ્ટીકરણ કરવાનું રહેશે.

VOLUME-IB **General Conditions of Contract**

Prevailing Condition	Revised Condition
(CLAUSE-47) Rates inclusive of Sale Tax) VAT and all other taxes except service tax. The rates to be quoted by the contractor must be inclusive of sales tax/VAT & all other taxes. No extra payment on this account will be made to the contractor. Note:- a) Service tax shall be payable extra subject to applicability of service Tax, against documentary evidence/invoice. Statutory variation and any additional taxes levied during contract period shall not be payable. b) In case of implementation of Goods and Service Tax Act (GST) in Gujarat, the variation in tax liability on account of GST on that part	(CLAUSE-47) Rates are exclusive of GST but inclusive of all other taxes The rates to be quoted by the contractor must be exclusive of GST but inclusive of all other taxes and applicable Cess, levies on such taxes. GST shall be paid extra on the admissible payment as per the approved tender rates and condition of price variation, GST shall be paid as per prevailing rates at the time of payment.

of value of contract, for which goods and services are procured after the implementation of GST in Gujarat, shall be reimbursed/recovered.	
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VOLUME-III

PRICE BID

PREAMBLE TO PRICE SCHEDULE

Prevailing Condition	Revised Condition
26) The prices shall be quoted inclusive of all taxes, royalties and duties prevailing at the time of submission of the bids. Statutory variation if any during the currency of contract shall have to borne by the agency which shall be not reimbursed by the GWSSB.	26) The rates quoted shall be exclusive of GST, but inclusive of all other taxes and cess or levies or duties which shall not be paid extra. While GST will be paid for admissible part of actual work done at the approved tender rates and tender conditions of price variation. GST shall be paid as per prevailing rates at the time of payment. The TDS shall be deducted at source as per provision of IT rules and GWSSB policy.
27) The rates should be quoted inclusive of Sale Tax/VAT and all other taxes except service tax as per Volume-I(B), General Conditions of Contract Clause No.47	27) The rates should be quoted exclusive of GST but inclusive of all other taxes as per Volume-I (B), General Conditions of Contract, Clause No.47.

પરિશિષ્ટ-૨ : સુધારેલ પ્રાઈઝ વેરીએશન ક્લોઝ

(CLAUSE-59) Price Variation Clause:

A) PRICE VARIATION FOR H.R. COIL (M.S. PIPES) BROUGHT BY CONTRACTOR:

The price variation shall be based on the latest Monthly wholesale price index declared by office of Economic Advisor to GOI, Ministry of Commerce & Industries. Price Index is available on web site: <http://eaindustry.nic.in>

The amounts payable/recoverable to/from the contractors for the work done involving use of HR Coil when these materials are not supplied by the Government as per Schedule-A, price shall be adjusted for increase or decrease in the rates of these materials as under:

The star rates for H.R. Coil to be brought by the Contractor shall be considered Ex-supply Depot/ Godown as under:

SR. NO.	ITEM	STAR RATE (B) (Excluding GST as per SOR 2022-23) #
1	HR Coil (HRC) Above 3.15 to 10 mm thick	58500.00/- per MT #
2	HR Coil (HRC) Above 10 mm thick	59000.00/- per MT #

(Note: # - to be changed in accordance with specified star rate in the Prevailing SOR while approving DTPs)

The fluctuations in rates of HR Coil shall be adjusted in the bills payable to the contractor as under:

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

Where:

A	=	Difference of Amount payable or recoverable
B	=	Star rate of HR Coil (HRC), as mentioned in above table. If in future GWSSB publishes SOR with GST then also for the purpose of B, Star rate will be taken after stripping GST component from the star rate as taken in such SOR.
C1	=	The (quarterly) average corresponding index for HR Coil (HRC) for the quarter under consideration i.e., as on date which is offered for pipe inspection. (Wholesale Price Index (WPI) for HR Coil (HRC) as issued by Economic Advisor, Ministry of Commerce and Industries)
C0	=	Wholesale Price index of HR Coil (HRC) as on last date of online bid submission (i.e. last date of online submission as per the n-procure website log), as published by office of Economic Advisor to GOI, Ministry of Commerce & Industries on http://eaindustry.nic.in .
D	=	Qty. in MT of Mild Steel Pipes (weight of Bare pipes only) actually Supplied on site during the month supported with documents.
*	=	Means multiplication

(Note: # to be changed in accordance to Prevailing SOR while approving DTPs)

The following wholesale price index shall be referred for value of C1 in the above referred formula:

The quarter referred to in all the above formula shall mean the quarter of the calendar year January to March, April to June, July to September and October to December. Even if the tenders are opened in the middle of a quarter, the average index for the calendar quarter will

be considered. The same principle would apply for identifying the quarter when the work is completed in the middle of calendar quarter.

Condition for variation in prices of HR Coil (HRC) only:

1. No ceiling for escalation for difference in the cost of Hot Rolled Coil (HRC) will be applicable.
2. This clause shall be operative from the date of Signing of Agreement and up to the expiry of original time limit of Tender and extended time limit if Liquidated damage is not imposed.
3. This formula shall be used only for MS Pipeline for calculating Price Variation.
4. Price Variation (payable/Recoverable) on Extra and Excess Items shall be allowed upto increase of 10% (due to Excess+Extra) of overall total length of respective type of pipelines (PVC or DI or MS or HDPE) mentioned in BOQ of the tender.
5. If the time limit is extended without penalty, then in such case price variation (positive/negative) on the pipes shall be applicable restricted to the Bill of Quantities mentioned in tenders plus Excess and Extra subject to Clause 4 above. For that part of the extended time for completion, wherein delay is attributable to contractor for the quantities procured during such time period, no positive price variation (Extra payable to contractor) shall be admissible but negative price variation (Recovery against quoted price) shall be admissible. For this purpose, days on which penalty is imposed shall be counted backwards from the actual date of completion.
6. Price Variation shall be calculated by concern Division office and shall be verified by paying Authority prior to making payment.
7. The final amount of variation payable / recoverable shall be calculated only on basis of final publication of WPI on Website: <http://eaindustry.nic.in>
8. In case of any discrepancy/dispute regarding application of price variation clause, decision of Concerned Chief Engineer shall be final and binding to the contractor

B) PRICE VARIATION FOR DUCTILE IRON PIPES:

The price variation shall be based on the latest Monthly wholesale price index declared by office of Economic Advisor to GOI, Ministry of Commerce & Industries. Price Index is available on website: <http://eaindustry.nic.in>

The Wholesale price index of Pig Iron as on last date of online bid submission (i.e. last date of online submission as per the n-procure website log) which shall be considered as "**Base Index**" for this tender.

Price variation in the rates of DI pipe shall be calculated on account of variation in monthly wholesale price index (**WPI**) of Pig Iron with base index. In event of any variation, prices will be calculated as per formula given below:

$$P = R_1 + 0.65 \left[\left\{ \frac{(I_1 - I_0)}{I_0} \right\} \times R_0 \right]$$

Where:

P	=	Effective New Price including Variation in Rs. / Mtr.
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R₀	=	Value of R ₀ for DI K-7 pipe as mentioned in GWSSB SOR- 2022-2023* are as below:									
		<table border="1"> <thead> <tr> <th>SR. No.</th><th>Size (In mm)</th><th>Rupees/ Mtr. (SOR-2022-23) *</th></tr> </thead> <tbody> <tr> <td>1.</td><td></td><td></td></tr> <tr> <td>2.</td><td></td><td></td></tr> </tbody> </table>	SR. No.	Size (In mm)	Rupees/ Mtr. (SOR-2022-23) *	1.			2.		
SR. No.	Size (In mm)	Rupees/ Mtr. (SOR-2022-23) *									
1.											
2.											
		Value of R ₀ for DI K-9 pipe as mentioned in GWSSB SOR- 2022-2023* are as below:									
		<table border="1"> <thead> <tr> <th>SR. No.</th><th>Size (In mm)</th><th>Rupees/ Mtr. (SOR-2022-23) *</th></tr> </thead> <tbody> <tr> <td>1</td><td></td><td></td></tr> <tr> <td>2</td><td></td><td></td></tr> </tbody> </table>	SR. No.	Size (In mm)	Rupees/ Mtr. (SOR-2022-23) *	1			2		
SR. No.	Size (In mm)	Rupees/ Mtr. (SOR-2022-23) *									
1											
2											
I₁	=	Current Monthly Wholesale Price Index of Pig Iron as per price variation effect as on date which is offered for pipe inspection.									
I₀	=	Monthly Wholesale Price Index of PIG Iron given as Base Index as on last date of online bid submission (i.e. last date of online submission as per the n-procure website log). as published by office of Economic Advisor, on website http://eaindustry.nic.in									
R₁	=	Approved rate of Consolidated Item of Contractor									

(Note: # to be changed in accordance to Prevailing SOR while approving DTPs)

Condition for variation in prices of **DUCTILE IRON PIPES:**

- No ceiling for escalation for difference in the cost of DI Pipe will be applicable.
- This clause shall be operative from the date of Signing of Agreement and up to the expiry of original time limit of Tender.
- The contractor shall have to give undertaking at the time of claiming their bills for price variation as under:
"We hereby certify that the Pig Iron of the DI Pipes for which the bill preferred is not purchased through any Government or Semi Government undertaking at the concession rate".
- Price Variation (payable/Recoverable) on Extra and Excess Items shall be allowed upto increase of 10% (due to Excess+Extra) of overall total length of respective type of pipelines (PVC or DI or MS or HDPE) mentioned in BOQ of the tender.
- If the time limit is extended without penalty, then in such case price variation (positive/negative) on the pipes shall be applicable restricted to the Bill of Quantities mentioned in tenders plus Excess and Extra Subject to Clause 4 above. For that part of the extended time for completion, wherein delay is attributable to contractor for the quantities procured during such time period, no positive price variation (Extra payable to contractor) shall be admissible but negative price variation (Recovery against quoted price) shall be

admissible. For this purpose, days on which penalty is imposed shall be counted backwards from the actual date of completion.

6. Price Variation shall be calculated by concern Division office and shall be verified by paying Authority prior to making payment.
7. This formula shall be used only for DI Pipeline for calculating Price Variation.
8. This clause will be applied to the work irrespective of the cost of the work.
9. The final amount of variation payable / recoverable shall be calculated only on basis of final publication of WPI on Website: <http://eaindustry.nic.in>
10. In case of any discrepancy/dispute regarding application of price variation clause, decision of Concerned Chief Engineer shall be final and binding to the contractor.

Guidelines:

- a) *The base index of pig iron as the value of **Io** shall be taken as on last date of online bid submission (i.e., last date of online submission as per the n-procure website log)*
- b) *The value of **R₀** shall be taken as per Prevailing GWSSB SOR which has been referred for preparing the estimated cost (in DTPs).*
- c) *The various sizes of DI pipe which has been referred for preparing the estimated cost (in DTPs) (as per their grade) shall be mentioned in the table of **R₀**.*



C) PRICE VARIATION FOR uPVC PIPES:

The price variation will be based on PVC resin rates Prime Grade 67 GER 01 (Formerly known as A Grade 67 GER 092) announced by RIL from time to time.

For purpose of variation, 900Kgs of PVC resin will be considered for one tonne of PVC pipes. In the event of any variation, prices will be calculated as:

$$P = 0.90 (A-B) \times C$$

Where:

P	:	Price Variation per tonne
A	:	Current Price of PVC resin per tonne fixed by RIL (as published on GWSSB Website) (Price without GST) as on date which is offered for pipe inspection.
B	:	Price of PVC resin per tonne as per as published on GWSSB Website (Price without GST) on last date of online bid submission (i.e. last date of online submission as per the n-procure website log)
C	:	Weight of pipe (In this case value of C= 1 Tonne)
Note: Price of PVC resin per tonne shall be considered after deducting regional subsidy if any declared by the RIL.		

Condition for variation in prices of uPVC PIPES:

1. No ceiling for escalation for difference in the cost of uPVC Pipe will be applicable.
2. This clause shall be operative from the date of Signing of Agreement and up to the expiry of original time limit of Tender.
3. The contractor shall have to give undertaking at the time of claiming their bills for price variation as under:
"We hereby certify that the uPVC resin of the uPVC Pipes for which the bill preferred is not purchased through any Government or Semi Government undertaking at the concession rate"
4. Price Variation (payable/Recoverable) on Extra and Excess Items shall be allowed upto increase of 10% (due to Excess+Extra) of overall total length of respective type of pipelines (PVC or DI or MS or HDPE) mentioned in BOQ of the tender.
5. If the time limit is extended without penalty, then in such case price variation (positive/negative) on the pipes shall be applicable restricted to the Bill of Quantities mentioned in tenders plus Excess and Extra Subject to Clause 4 above. For that part of the extended time for completion, wherein delay is attributable to contractor for the quantities procured during such time period, no positive price variation (Extra payable to contractor) shall be admissible but negative price variation (Recovery against quoted price) shall be admissible. For this purpose, days on which penalty is imposed shall be counted backwards from the actual date of completion.
6. Price Variation shall be calculated by concern Division office and shall be verified by paying Authority prior to making payment.
7. This formula shall be used only for uPVC Pipeline for calculating Price Variation.
8. This clause will be applied to the work irrespective of the cost of the work.
9. The final amount of variation payable / recoverable shall be calculated only on basis of final publication of resin rate announced by IPCL.

10. In case of any discrepancy/dispute regarding application of price variation clause, decision of Concerned Chief Engineer shall be final and binding to the contractor.

D) PRICE VARIATION FOR HDPE PIPES:

The price variation will be based on Resin rates Grade 002DP48 (**i.e. PE-100**) announced by IOCL from time to time as published on GWSSB website time to time.

For purpose of variation, 1000 Kgs of HDPE resin will be considered for one tonne of HDPE pipes. In event of any variation, prices will be calculated as following:

$$P = (A-B) \times C$$

where:

P	=	Price Variation per ton
A	=	Current price of HDPE resin per tonne fixed by IOCL (as published on GWSSB Website) (Price without GST) as on date which is offered for pipe inspection.
B	=	Base Price of HDPE resin (for PE-100) as published on GWSSB Website (Price without GST) on last date of online bid submission (i.e. last date of online submission as per the n-procure website log)
C	=	Weight of pipe (In this case value of C=1 Tonne)
Note: Price of HDPE resin per tonne shall be considered after deducting regional subsidy if any declared by the IOCL.		

Condition for variation in prices of HDPE PIPES:

1. No ceiling for escalation for difference in the cost of HDPE Pipe will be applicable.
2. This clause shall be operative from the date of Signing of Agreement and up to the expiry of original time limit of Tender.
3. The contractor shall have to give undertaking at the time of claiming their bills for price variation as under:
"We hereby certify that the HDPE resin of the HDPE Pipes for which the bill preferred is not purchased through any Government or Semi Government undertaking at the concession rate"
4. Price Variation (payable/Recoverable) on Extra and Excess Items shall be allowed upto increase of 10% (due to Excess+Extra) of overall total length of respective type of pipelines (PVC or DI or MS or HDPE) mentioned in BOQ of the tender.
5. If the time limit is extended without penalty, then in such case price variation (positive/negative) on the pipes shall be applicable restricted to the Bill of Quantities mentioned in tenders plus Excess and Extra Subject to Clause 4 above. For that part of the extended time for completion, wherein delay is attributable to contractor for the quantities procured during such time period, no positive price variation (Extra payable to contractor) shall be admissible but negative price variation (Recovery against quoted price) shall be

admissible. For this purpose, days on which penalty is imposed shall be counted backwards from the actual date of completion.

6. Price Variation shall be calculated by concern Division office and shall be verified by paying Authority prior to making payment.
7. This formula shall be used only for HDPE Pipeline for calculating Price Variation.
8. The final amount of variation payable / recoverable shall be calculated only on basis of final publication of resin rate announced by IOCL.
9. In case of any discrepancy/dispute regarding application of price variation clause, decision of Concerned Chief Engineer shall be final and binding to the contractor.

