



SJMMSVY JANBHAGIDARI

**E-TENDER FOR PROVIDING AND
LAYING BLOCK PAVING AT PARKING
OF THE SARJAN APPARTMENT WARD
NO.3 BILIMORA TA-GANDEVI, DIST-
NAVSARI.**

BILIMORA MUNICIPALITY
BILIMORA

NAME OF WORK :- E-TENDER FOR PROVIDING AND LAYING BLOCK PAVING AT PARKING OF THE SARJAN APPARTMENT WARD NO.3 BILIMORA TA-GANDEVI, DIST-NAVSARI.

PLACE OF WORK :- BILIMORA

**TENDER COPY AVAILABLE AT :- P.W.D./ BILIMORA MUNICIPALITY OFFICE,
BILIMORA**

COST OF TENDER :- Rs.900.00

Rs. (IN WORDS):- Nine Hundred only.

ISSUE TO :- _____

DATE: - / /2026

TIME :- _____

ACCOUNTANT

THIS TENDER OPENED BY :- _____

ON DATE :- / / 2026

PLACE :- _____

**PRESIDENT
BILIMORA MUNICIPALITY
BILIMORA**

**CHIEF OFFICER
BILIMORA MUNICIPALITY
BILIMORA**



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S E C T I O N

A

Notice Inviting Tender.

	<div>બીલીમોરા નગરપાલિકા</div> <div>ઓનલાઈન ટેન્ડર નોટીશ નં.૦૨/૨૦૨૬-૨૭</div>		
<p>બીલીમોરા નગરપાલિકા દ્વારા સ્વર્ણિમ જયંતિ મુખ્યમંત્રી શહેરી વિકાસ યોજના જનભાગીદારીની ગ્રાંટ હેઠળ નીચે જણાવેલ કામો માટે સરકારશ્રીમાં નોંધાયેલ અનુભવી ઈજારદારશ્રીઓ તરફથી ઈ-ટેન્ડરીંગ પદ્ધતિથી ટેન્ડરો મંગાવવામાં આવે છે. ટેન્ડર દસ્તાવેજો વેબ સાઈટ http://www.Tender.nprocure.com ઉપર તા.૧૮/૦૬/૨૦૨૬ થી તા.૦૨/૦૭/૨૦૨૬ સુધી ૧૮.૦૦ કલાક સુધી જોવા મળી શકશે. ડાઉનલોડ કરવાની છેલ્લી તા.૦૨/૦૭/૨૦૨૬ સુધી ૧૮.૦૦ સુધીની રહેશે. ટેન્ડર માટેની ઈ.એમ.ડી. ટેન્ડર ફી તથા જરૂરી સાધનિક કાગળો તા.૦૮/૦૭/૨૦૨૬ સુધીમાં નગરપાલિકા કચેરીએ સ્પીડ પોસ્ટ અથવા રજીસ્ટર એ.ડી.થી ૧૮.૦૦ કલાક દરમિયાન મળી જાય તે રીતે મોકલી આપવાના રહેશે. શક્ય હશે તો ટેન્ડરો તા.૧૦/૦૭/૨૦૨૬ ના રોજ ૧૨.૦૦ કલાકે ખોલવામાં આવશે. ટેન્ડર મંજૂર / નામંજૂર કરવાની સત્તા નગરપાલિકાની રહેશે.</p>			
અ.નં.	કામનું નામ	૧.અંદાજીત કિંમત ૨. સરકાર માન્ય શ્રેણી	૩.ટેન્ડર ફી ૪.ડિપોઝીટ
૧	સર્જન એપાર્ટમેન્ટની ખુલ્લી જગ્યામાં પેવર બ્લોક નાખવાનું કામ.	૧. ૫,૭૩,૨૮૮/- ૨. "ઈ-૨" ક્લાસ અને ઉપર	(૧) ૮૦૦/- (૨) ૫,૭૩૨/-
<p>નોંધ:- 18% GST અલગથી ચૂકવવામાં આવશે. તા.૧૫/૦૬/૨૦૨૬</p> <div><div>ચીફ ઓફિસર બીલીમોરા નગરપાલિકા</div><div>કારોબારી ચેરમેન બીલીમોરા નગરપાલિકા</div><div>પ્રમુખ બીલીમોરા નગરપાલિકા</div></div> <p>જાહેરાત:- www.statetenders.gujarat.gov.in પર ઉપલબ્ધ છે.</p>			

S E C T I O N

B

Forwarding Letter

Forwarding Letter.

Name Of Bidder :- _____

Address :- _____

Phone No (office) :- _____ (Residence) :- _____

Mobile :- _____

TO
CHIEF OFFICER,
BILIMORA MUNICIPALITY,
BILIMORA.

**SUB : - E-TENDER FOR PROVIDING AND LAYING BLOCK PAVING AT
PARKING OF THE SARJAN APPARTMENT WARD NO.3 BILIMORA TA-GANDEVI, DIST-
NAVSARI.**

With reference to above proposed work I / We have visited the site and fully acquainted my Self
/ Our self with the local conditions regarding materials, labour and other factors pertaining
to the work before submitting this tender.

I / We also agree to execute the work specified in the tender document within the time
specified in the accordance with the specifications design, drawings and Instruction in writing referred
in this tender as we instructions given by officers of the work from time to time.

I / We also agree and abide by decision of Owner to give work to the bidder, other then the lowest
and split the work and give the work to more then one bidder as per terms and condition decided by
owner.

Date :- _____

Place :- _____

SIGNATURE OF BIDDER

Witness :- (1) _____

SECTION C

- (i) Memorandum of work**
- (ii) General Terms For Contract**
- (iii) General Condition For Contract**
- (iv) Additional instructions to Tenderers**

(i) Memorandum of work

BILIMORA MUNICIPALITY

Memorandum of work

1. Name of work & Scheme : **E-TENDER FOR PROVIDING AND LAYING BLOCK PAVING AT PARKING OF THE SARJAN APPARTMENT WARD NO.3 BILIMORA TA-GANDEVI, DIST- NAVSARI.**
2. Estimated Cost : **Rs. 573298/-**
3. Earnest Money : **(1%) Rs.5732/-**
4. Validity Period of Tender Offered : 90 Days From the End Date of Downloading bids
5. Security Deposit : **Rs.13699/-**
 - a. Initial Security Deposit 2.5%
 - b. Balance Security Deposit – To : 2.5%
be deducted from bill
 - c. Performance bond of scheduled Bank 5% **28664/-**
6. Time allowed to complete work : **3 months**
Approval from the date of work
7. Defect Liability Period : **1 years from date of completion Certificate of the work**
8. Other Detail :
Uploading & Downloading of Tender : **Dt.18/06/2026 to Dt.02/07/2026 Up to 18.00 hrs.**
Last Date to Return Tender for EMD : **Dt.09/07/2026 Up to 18.00 hrs.**
& other Documents.

Description essential to be : **Name of E-TENDER FOR PROVIDING AND LAYING BLOCK PAVING AT PARKING OF THE SARJAN APPARTMENT WARD NO.3 BILIMORA TA-GANDEVI, DIST- NAVSARI.**

Made On Sealed Cover

Mode of Quoting rate in Schedule ' B ' Percentage Rate

(* Payment to be made in cash or demand draft of Schedule Bank Payable at BILIMORA, in the name of CHIEF OFFICER, BILIMORA MUNICIPALITY)

(** Security Deposit Shall be released only after receipt of Final Completion certificate from consultant after Defect Liability Period)

(ii) General Terms For Contract

DEFINATION OF TERMS :

In this contract (As here In after defined) the following words are expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

1. The OWNER AUTHORITY means BILIMORA MUNICIPALITY body corporate and body constituted under Gujarat Municipal Act 196 having its office at BILIMORA, DISTRICT – NAVSARI and includes its successors and assigns.
2. The “ CONTRACTOR” means to person or persons, firm or company or corporation’s legal representatives his successors and permitted assigns.
3. The “ENGINEER/ENGINEER-IN-CHARGE “ shall mean the person designated from time to time by the owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract,
4. The “WORK” shall mean the include all items and things to be supplied/done and services and activities to be performed by the contractor in pursuant to and in accordance with the Contractor or part there of as the case may be and shall include all extra, additional altered or substituted works as required for purpose of contract.
5. The “PERMANENT WORK” means and includes works which will incorporate in and from a part of the work to be handed over to the owner by the owner to the owner by contactor on completion of the contract.
6. “CONSTRUCTION “ means all appliances/ equipment’s and things of whatsoever nature for the use in or for execution. Completion, operation maintenance of the work or temporary work (as herein after defined) but does not include materials other things intended to from or to be incorporated into the work or camping facilities.
7. “CONTRACT DOCUMENTS” means collectively the tender documents, designs ,drawings, specifications, schedule of item/ quantities ands rates, letter of acceptance and agreed verification if any, and such other documents constituting the tender and acceptance thereof.
8. The ”SUB-CONTRACTOR” means any persons or firm or company (other than the contractor) to whom any part of the work has been entrusted by the contractor with the written consent of the owner and the legal personal representatives, successors and permitted assigns of such person, firm or company .
9. The ”CONTRACT’ shall mean the agreement between the Owner and the Contractor for the execution for the works including therein all contract documents.
10. The “SPECTFICATION” shall means all directions the various technical specifications, provisions of performing the work or works to the quantities& qualities of the work or works and the materials to furnished under the contract for the work as-may be amplified by the Owner o Engineer –in-charge during the performance of contract in order to provide for the unforeseen condition or in the beat inter of y\the work or works . It shall also include the latest edition of relevant standard specifications including all addenda’s/corrigenda published before entering into the contract.
11. The” DRAWINGS” shall include maps, plans and tracing or prints or sketches there of with any modification approved in writing by the Engineer-in-charge and such other drawings as may from time to time be finished or approved in writing in the Engineer-in-charge.
12. The “TENDER” means the proposal along will all supporting submitted by the contractor for consideration by the Owner.

13. The "ALTERATION ORDER" means order given in writing by the Municipality to effect addition to or deletions from the alternation in the work.
14. The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the Engineer-in-charge when the works have completed in its entirety in accordance with Contract document to his satisfaction
15. The ".COMPLETION CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provisions of the Contract by the Contractor issued by the Engineer-in-charge after the period of defect liability period is over.
16. "TEWMPORAY WORKS" shall means all temporary works of every kind required in or about execution, completion or maintenance of works.
17. "PLANS" shall means all maps, sketches and layouts as are incorporate in the contract in order to define broadly the scope specifications of the work or works and all; productions thereof
18. "SITE" shall means the lands and other place on, under, in or through which the permanent work is to be carried out and any other lands or places provided by the Owner for the purpose of the contract.
19. "NOTICE IN WRITING OR WRITTEN NOTICE" shall means a notice In written, typed or printed characters and sent (unless delivered personally pr otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the address and shall be deemed to have been received in the ordinary course of post it would have been delivered.
20. "APPROVED" shall mean approve in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval including s aforesaid.
21. "LETTER OF INTENT" shall man an intimation by a Telex /Letter /Fax to tenderer(s) that the tender has been accepted in acceptance with the provisions contained n the letter.
22. "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
23. A"WORKING DAY" means any day that is not declared to be holidays or rests day by he owner.
24. "WEEK" means a period of any consecutive Seven days.
25. "MATRIC SYATEM" All technical documents regarding the construction of works are given in the metric system and all the project should be carried out according to the metric system. All documents concerning the work shall be also be maintained in the metric system.
26. "VALIUUE OF CONTRACT" shall means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the Contract rates as payable to the contractor for the execution and full completion of the work.
27. "LANGUAGE FOR DRAWINGS AND INSTRUCTIONS" All the drawings, titles, notes, instructions, diminutions etc. shall be in English Language
28. "MOBILISATION" shall mean establishment of sufficiently adequate infrastructure by the Contractor at "Site comprising of construction equipment's, aids, tool tackles including setting of site offices with facilities such as power. Water communications etc. establishing manpower organization comprising of Resident Engineers. Supervising

personal and an adequate strength of skilled semiskilled and un skilled workers, who, with the so established infrastructure shall be in position to commence execution of work at site (s), in accordance with the agreed time schedule of completion of work. "MOBILISATION" shall be considered have been achieved, if the Contractor is able to establish infrastructure as indicated above to begin work at all site (s) / location as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation of Engineer-in-charge/Owner .

29. "COMMISSIONING" shall mean pressing into service of the system including the plants, equipment's, vessels , pipeline, machinery (ies) or any

Other section or subsection of installation(s) pertaining to the work of the contractor after successful testing and trial runs of the same.

"COMMISSIONING" can be either for a completed system or a part of system or a combination or systems of subsystems and can be performed in any sequence as desired by Owner and in manner established to be made suited according to availability of pre – requisite. Any such readjustments made by Owner in Performa of "COMMISSIONING" activity will not be constructed to be violating Contractor provisions and Contractor shall be deemed to have provided for the same.

(iii) General Condition For Contract

બીલીમોરા નગરપલિકા, બીલીમોરા

શ ર તો

કામનુ નામ :-

૧. કામ કરવાની ખ્વાહીશ રાખનાર કોન્ટ્રાક્ટરે સ્પેશીફીકેશન તથા શરતોનો અભ્યાસ કરી ટેન્ડર ફોર્મ મુદતમાં ભરવુ. મુદત બહાર કે ક્ષતિવાળુ આવેલ ટેન્ડર સ્વીકારવામાં આવશે નહીં.
૨. ટેન્ડર કંપની તરીકે ભરવામાં આવે તો કંપનીના પ્રત્યેક ભાગીદારે સહી કરવી અને ભાગીદારી જો હોય તો જેને પુર્ણ અધિકાર આપવામાં આવેલ હોય તેવા ઈસમે ટેન્ડર ફોર્મ ભરી પોતાની સહી કરવી.
૩. ટેન્ડર ભરનાર ઈસમ ફક્ત ટેન્ડરમાં માંગેલી હકીકત જ ભરવાની છે તે સિવાય વધારાની શરતો કે વિગતો ભરવાની કે લખવાની નથી. શરતો કે વિગતો ભરેલા ટેન્ડર મંજૂરીને પાત્ર ગણાશે નહીં.
૪. કામના માલસામનના માપો સુધરાઈના ઠરેલા ધોરણે લેવામાં આવશે તે સિવાય પબ્લીક વર્ક્સ ખાતના ધોરણે માપો લેવામાં આવશે.
૫. ટેન્ડર ભરનાર ઈસમે ટેન્ડરના એસ્ટીમેટના ૧ ટકા પ્રમાણે રોકડેથી કે શીડયુલ બેંકનો ડ્રાફ્ટ જમા કરાવી તેની પહોંચ ટેન્ડર સાથે સામેલ કરવાની રહેશે. અને ટેન્ડર મંજૂર થયા બાદ કામ શરૂ કરતાં પહેલાં ટેન્ડરના ૨.૫ ટકા પ્રમાણે સીક્યુરીટી મની ડીપોઝીટની રકમ રોકડેથી કે શીડયુલ બેંકમાં ડ્રાફ્ટથી જમા કરાવવાની રહેશે. ટેન્ડર મંજૂર થયેથી યોગ્ય કિંમતના સ્ટેમ્પ પેપર ઉપર સરનામુ લખી આપવાનું રહેશે. કામ માટે ભરેલી ડીપોઝીટની રકમ કામ પુરું થયેથી કંપલીશન રીપોર્ટ આવ્યેથી ૧ વર્ષની મુદત પુરી થયા બાદ પરત કરી શકશે.
૬. કોન્ટ્રાક્ટરે ઠરાવેલી મુદતમાં કામ પુરું કરી આપવાનું રહેશે. ઠરાવેલી મુદતમાં કામ પંડુ ન થતાં જેટલા દિવસ કામમાં વિલંબ થશે અને વિલંબના કારણો સંતોષકારક નહીં જણાય તો તેટલા દિવસનાં દરરોજનાં ટેન્ડરની રકમના ૦.૧ ટકા લેખે નગરપાલિકાની સમગ્ર સભા કે બાંધકામ કાર્યક્ષેત્રના કામો માટે કોન્ટ્રાક્ટરને દંડ કરી શકાશે. કામ પુરું કરવાની મુદત કામનો વર્ક ઓડર આવ્યેથી માસ ૩ ની ઠરાવવામાં આવી છે. તથા કામ મંજૂર થવાની જાણ કર્યેથી દિન-૭ની અંદર નગરપાલિકાને કરારનામું કરી આપવાનું રહેશે.
૭. સ્થળ ઉપર કરેલા કામનું રનીંગ બીલ થનાર બીલમાંથી ૨.૫ ટકા સીક્યુરીટી ડીપોઝીટ બાદ કરીને આપવામાં આવશે. તમામ ચાલુ કામના રનીંગ બીલો તેને લગતી કમિટિમાં રજુ કર્યા બાદ કમિટિના ઠરાવ મુજબ ચુકવવામાં આવશે.
૮. કોન્ટ્રાક્ટર કોઈ પણ શરતોનું ઉલ્લંઘન કરશે તો સમગ્ર સભા અથવા બાંધકામ સમિતિનાં કાર્યક્ષેત્રમાં હોય તેવા કામમાં બાંધકામ સમિતિ કોન્ટ્રાક્ટ રદ કરી શકશે. અને તેમ છતાં ભરેલી ડીપોઝીટની રકમ જપ્ત થશે અને કોન્ટ્રાક્ટ રદ થતાં એ કામ પુરું કરવા સંસ્થાને જે કાંઈ નુકશાન થાય તે કોન્ટ્રાક્ટર પાસેથી વસુલ લેવામાં આવશે.
૯. આ કામની પ્રગતિ ધીમી હશે તો સંસ્થા ચાલુ કામ ખાતાવાર કરાવી લેશે. અગર બીજા ઈસમ પાસેથી કામ કરાવી લેવા પ્રબંધ કરશે અને આમ કરવામાં જે કાંઈ ખર્ચ થશે તે કોન્ટ્રાક્ટર પાસેથી વસુલ લેવામાં આવશે. ઉપર પ્રમાણે કાર્યવાહી કરવા માટે સંસ્થા તરફથી કોન્ટ્રાક્ટરને જરૂરી નોટીશ આપવામાં આવશે અને તે અંગેના ખુલાશા ઉપર છેવટનો નિર્ણય સમગ્ર સભા મારફત થશે. છતાં પણ નિર્ણય સંજોગોમાં વિલંબ થાય તો કોન્ટ્રાક્ટરે અરજી આપી માંગણી કર્યેથી તેવી યોગ્ય ચકાસણી કરી સમિતિની ભલામણ આધારે મુદત વધારી આવાની સત્તા સમગ્ર સભાને રહેશે.

૧૦. જરૂરી સીમેન્ટનો જથ્થો કોન્ટ્રાક્ટરે પોતે લાવી વાપરવાનો છે. છતાંય જો નગરપાલિકા પાસે સગવડ હશે અને નગરપાલિકાને સીમેન્ટ વેચાણ આપવાનું વ્યાજબી જણાય તો સીમેન્ટ આપવામાં આવશે. સીમેન્ટની ગુણ મુળકિમત ઉપર રેલ્વે નુર ,કાર્ટિંગ ચાર્જ, ૧૦ ટકા પ્રમાણે સ્ટોરેજ ચાર્જ તથા તમામ પ્રકારના કર ચઢાવી આપવામાં અથવા સીમેન્ટની કિંમત કામના બીલમાંથી વસુલ લેવામાં આવશે. સીમેન્ટના ખાલી બારદાનની કિમત નંગ-૧ ના રૂ.૨/- પ્રમાણે બીલીમાંથી કપાત કરવામાં આવશે.
૧૧. કોન્ટ્રાક્ટરે રાખેલ કામ નગરપાલિકાના તથા સરકારના પી.ડબલ્યુ.ડી. ખાતાના સ્પેશીફિકેશન પ્રમાણે પ.વ.ડી. હેન્ડબુક પ્રાણે ઠરાવેલ માલસામાન વાપરી તેમાં બતાવેલ રીતે કરવાનું છે. સંસ્થાના જવાબદાર અમલદારને તેમાં જરૂર પ્રમાણે ફેરફાર કરવાની સત્તા રહેશે.
૧૨. સદર કામ સારા, હોશિયાર કારીગરો રાખી પ.વ.ડી. ખાતાની હેન્ડબુકમાં બતાવેલી સ્પેશીફિકેશન મુજબ તેમજ ઈનચાર્જ અમલદાર બતાવે તે મુજબ કરવાનું રહેશે.
૧૩. સદર કામ શરૂ કર્યા બદલનો તથા કામ પૈકી ની જે આઈટમ શરૂ કરવામાં આવે તે બદલનો તથા કામ પૂરું કર્યા બદલનો લેખિત રીપોર્ટ કોન્ટ્રાક્ટરે નગરપાલિકાની કચેરીમાં આપવાનો રહેશે. તથા કામમાં વપરાતા સળિયા, લાકડું, રેતી, સીમેન્ટ વિ. નગરપાલિકાના અધીકારી પાસે ઉપયોગમાં લેતાં પહેલાં પાસ કરાવવાના રહેશે. તથા નગરપાલિકાના કામમાં સ્ટાન્ડર્ડ કંપનીની સીમેન્ટ શીટસ ઉપયોગમાં લેવા દેવામાં આવશે.
૧૪. કોન્ટ્રાક્ટરે કામ ઉપર ઓર્ડર બુક રાખી સંસ્થાના જવાબદાર અમલદારે આપેલા હુકમ કે નોંધ સ્વીકારી સહી કરવી અને તેમાં જણાવ્યા પ્રમાણેની સુચનાનું પાલન કરવું.
૧૫. કામ ઉપર આવેલા તમામ માલની ટેક્ષ કોન્ટ્રાક્ટરે ભરવાની રહેશે. તેમજ કામ અંગે વાહનોનો ટોલ ટેક્ષ કોન્ટ્રાક્ટરે ભરવાનો રહેશે.
૧૬. કોન્ટ્રાક્ટરના દસ્તાવેજો પર સહી સિકકા કર્યા પછી કોઈ પણ સમયે ટેન્ડરમાં જણાવ્યા મુજબનું આખું કામ કે તેનો અમુક ભાગ અમુક મુદત માટે કોઈપણ કારણે બંધ રાખવાનું કે તે કામ માટે પુરેપુરું કે તેનો અમુક ભાગ બીલકુલ ન કરવાનું અથવા તો કોન્ટ્રાક્ટર દ્વારા ન કરાવવાનું નગરપાલિકા જરૂર લાગે તો કોન્ટ્રાક્ટરને તે મતલબની નોટીશ આપશે તથા તેમ થતાં કોન્ટ્રાક્ટરે તેવું કામ પુરેપુરું અથવા અંશતઃ મોકુફ રાખવાનું બંધ કરવાનું રહેશે. ચાલુ થાય ત્યારે આ હેઠળ જોગવાઈ કરાઈ હોય તો તે સિવાય પોતે કામ પુરેપુરું કરતાં પોતાને જે નફો કે લાભ કામ પુરું ન થતાં પોતાને મળી શકે તમે ન હોય તે અંગે અથવા તો પોતે જે કાંઈ માલ સામાન ખરીદેલ હોય કે ખરીદવા માટે કરાર કર્યા હોય તેવા મજૂરોની બેકારી અંગે કોઈપણ ચુકવણી કે વળતર માટે કોન્ટ્રાક્ટર કોઈ કલેઈમ કરી કરી શકશે નહીં, કામ શરૂ કરાવ્યા બાદ થોડું કામ થયા બાદ કામ બંધ કરવાનો પ્રશ્ન ઉપસ્થિત થશે તો થયેલ કામનું બીલ ચુકવવામાં આવશે.
૧૭. સ્પેશીફિકેશનમાં જ્યાં જ્યાં ઈનચાર્જ અમલદાર હોવા એવા શબ્દો હશે ત્યાં નગરપાલિકાનો અધિકાર આપેલા કમિટિનાં ચેરમેન, ચીફ ઓફીસર કે સીટી એન્જીનીયર એવા બીજા અધિકારી, નગરપાલિકાએ અધિકૃત કરેલા જવાબદાર અધિકારી સમજવા.
૧૮. સૌથી ઓછા ભાવનું હર કોઈ ટેન્ડર સ્વીકારવું કે નહીં તે નગરપાલિકાની મુનસફી ઉપર રહેશે. આ કામે વાપરવાનો તમામ માલસામાન સારો, ટકાઉ વાપરવાનો છે. અને સ્પેશીફિકેશન પ્રમાણે કામ કરવાનું છે. જેને કામની તપાસ કરવાનો અધિકાર હોય તેને થયેલું કામ સારું ન લાગતાં તે કામ કાઢી નાંખી ફરીથી પસંદ પડે એવું કોન્ટ્રાક્ટરે પોતાને ખર્ચે કરી આપવાનું છે, અગર એ મુજબ બાંધકામ ન કરી આપે તો નગરપાલિકા કામ કરાવી લેવાને મુખત્યાર છે. અને તે બદલનું કાંઈ પણ નુકશાન થાય તે તથા ખર્ચ કોન્ટ્રાક્ટર પાસે વસુલ લેવામાં આવશે.
૧૯. ટેન્ડરવાળા કામે રોકવામાં આવનાર કામદારોની સંખ્યા ઈજારદાશ્રીએ ટેન્ડર સાથે જણાવવી. તે મુજબના કામદારોને રોકવાની બાંહેધરી લખી આપવાની રહેશે. તેમજ દર માસે કામ ઉપર રોકવામાં આવેલ કામદારોની માહિતી નગરપાલિકાને બિનચુક આપવાની રહેશે.

આ તમામ શરતોમાં જેનો સમાવેશ થતા તથા નવી શરતો આવશે તો તે ઉપર આ કરારની શરતો પૈકી કોઈ પણ પ્રકારના વિવાદસ્પદ પ્રશ્ન ઉપસ્થિત થશે તો તે અંગે સમગ્ર સભાનો નિર્ણય છેવટનો અને બંધનકર્તા ગણાશે.

મ્યુનિસિપલ ઈજનેર
બીલીમોરા નગરપાલિકા

ચીફ ઓફીસર
બીલીમોરા નગરપાલિકા

કોન્ટ્રાક્ટરની સહી

(iv)

**ADDITIONAL INSTRUCTIONS
TO TENDERERS**

Issued to :

**GOVERNMENT OF GUJARAT
ROADS AND BUILDINGS DEPARTMENT**

Tender Papers for the work of : **E-TENDER FOR PROVIDING AND LAYING BLOCK PAVING AT PARKING OF THE SARJAN APPARTMENT WARD NO.3 BILIMORA TA-GANDEVI, DIST- NAVSARI.**

- (1) Estimated Cost **Rs. 573298/-**
- (2) Earnest money **Rs. 5732/- (1%)**
- (3) Security Deposit **Rs. 28664/-**
- (4) Time Limit **3 Months**
- (5) Tender Fee **Rs. 900/-**
- (6) Blank Tenders will be issued on before _____
_____ working days up to 4.00 pm.
- (7) Completed tenders will be received up to office hours on Dt._____ by Regd. Post A.D. only.
- (8) Validity period of tender offered 90 days from the stipulated date of receiving o* the tender
but no modifications shall be allowed after handing over
tender to postal authorities
- (9) Tenders will be opened if possible at 12.00 Noon on next working day

CHAPTER – 1

- 1) The tenderer shall produce an Income-Tax Clearance Certificate along with tender documents.
- 2) Tender documents consist of plans, specifications, Schedule (S) of quantities of the various classes of works to be done, the conditions of contract etc. New Conditions / Para :-
The contractor shall not be permitted to tender for the work in which his near relative is working in that Division as an Executive Engineer, Deputy Executive Engineer, Assistant Engineer, Additional Assistant Engineer, Overseer, Divisional Accountant, Store Keeper, Manager of Atithi/ Vishram Gruha on the day on which the tender is submitted. On that particular day, the Superintending Engineer controlling that Division should not also be his near relative.
- 1) By the term "Near Relative" it is meant wife, husband, parents, grand parents, children, brothers, sisters, uncles, aunts and cousins.
- 2) (Accompaniment to Government R. & B. Department, Resolution TNC/ 1084/ IB-204/ (26/c, dated 24th January, 1985)

To.

The Chief Officer, Bilimora Municipality

Details regarding my / our / partners, Directors of our Company (in the case of limited company) names, address (es). Telephone number(s), Income-Tax office etc. are as under .-

Sr. No.	Name(s) of person/ partner/ Company	Full address of the place of Business with Pin Code	Telephone No.(s) office	Residential Address(es)	Telephone No.(s) (Residence)	Full Address of Income Tax Office/ ward where Income Tax return are filed
1	2	3	4	5	6	7

(2) I /We hereby agree to intimate to you about changes if any in the above-mentioned address and Telephone No. (s) Within fifteen days of its occurrence till My/our deposit, for the said work paid by me/us, is not refunded to me/us.

Signature of Contractor
With stamp

For and on behalf of Governor
Of the State of Gujarat.

Signature.

Designation.

Place :

Date :

DECLARATION

- (1) I have visited the site and fully acquainted myself with the local situation regarding materials, labour and other factors pertaining the work before submitting this tender.
- (2) I have carefully studied the conditions of the Contract, specifications and other documents of this work and I agree to execute the same accordingly.
- (3) I, solemnly pledge that I shall be sincere in my duties as discharging reasonable contractors and complete the work within the prescribed time limit. I shall submit detailed construction programme with target dates for various items and stages of work keeping in view the time limit and shall accordingly arrange for labourers, materials and equipments etc. punctually. In case there are deviation from the construction programme, I shall abide by the decision of the Executive Engineer for revision of the programme and shall arrange for labour, materials, equipments etc. accordingly.

Signature of the
Contractor

Chief Officer
Bilimora Nagarpalika

GENERAL CONDITIONS

- 3.1 All petty items occurring in the work and as found necessary in actual execution shall be carried out as per general specification in P.W.D. Hand-Book Volume No. I & II (Latest) Edition.
- 3.2 The contractor shall construct temporary shed for storing cement properly and also temporary building with a covered area 20' X 12' with necessary camp, furniture for the use of the Government Officers as directed by the Executive Engineer for which no payment will be made.
- 3.3 The contractor shall provide all labour and pegs, strings and other materials as required for lining and marking all the work and measurements without any payment from Government.
- 3.4 The contractor shall give to the municipal, police and other authority notices etc. that may be required as per rules. He will also construct enclosures and fences for the protection and convenience of the working people, and the public during the progress of the work and permanent residence and adjoining ground property etc. and clear the site on completion of work.
- 3.5 Whenever shoring may be deemed necessary by the Executive Engineer, the contractor shall perform the same in the best possible manner with the best possible materials and to the satisfaction of the Executive Engineer. The contractor shall provide such kind of shoring as Executive Engineer may consider necessary.
- 3.6 If the trenches near houses or other buildings are required involving shoring and strutting the contractor shall carry out the same at his own cost. Such precautions to safe guard existing structures with utmost care as necessary shall be taken. After the work is completed near such building the contractor may remove shores and make good cutting or holes or any other damage done to the private properties.
- 3.7 All water pipes, gas pipes existing drains or any other works which may be met within or about the excavation shall if Executive Engineer deem it practicable, be properly maintained by the contractor by means of shoring, strutting and planking over otherwise as the Executive Engineer may direct. They shall be protected by the contractors from damage during the progress of work or if damaged shall be made good by him at his own cost. If however, Executive Engineer consider that the contractor should maintain any such pipe drains or works and that the existing work, is necessary by breaking down or removal of such obstructions as the Executive Engineer may direct the same shall be done by contractor.
- 3.8 Non-withstanding that all proper precautions may have been taken by the contractor at all times during the progress of the work the contractor shall be held responsible for all damages whether to the work under execution or to any other property or to live persons during the progress of work and the period of maintenance.
- 3.9 The site of the work after the completion of the work shall be given in charge to the Department in a neat and clean condition after removing all the rubbish and filling all pits and hollows and leveling the ground in good conditions.
- 3.10 Explosives and Inflammable materials :**

If explosives or inflammable materials are to be used for the execution of works, the contractor shall at his own expense, obtain such licenses as may be required for storing and using explosive and/or inflammable materials and locate, construct and maintain magazines if such are required for storage in accordance with the requirements of the appropriate Government Rules in force.

Such magazines shall be clearly marked "Dangerous explosives" in the care of competent watchman all the time. The contractor shall exercise utmost care while using explosive and/or inflammable materials so as not to endanger life or property and shall be solely responsible for any and all damages resulting from their storage and use and shall indemnify absolutely. Govt. and its officers and employees against any claim, liability arising out of any accident or violation to any law, rules, orders etc.

3.11 Damage by Flood, Rains or Accidents :

The contractor shall take all precautions against damage by flood or rains, or from accidents. No compensation be allowed to the contractor for his plant or materials lost in/or damaged by flood or rains or from other causes. The contractor shall be liable to make good any plant or materials of every description belonging to Government which is in charge of the contractor or earth work or C.D. works lost or damaged by floods or rains or from any other cause.

3.12 Compliance of laws :

The contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all local by laws, ordinances rules and regulations and all orders and direction of bodies or tribunals having any jurisdiction or authority, which in any manner affect the conduct of the workers. He shall at all times observe and comply with all such laws, ordinances, rules and regulations, orders and direction and shall give all notices and pay fee or charges to which he may be liable. He shall protect and indemnify the Government and its officers and employees against any claim or liability arising from or based on the violation of any such law. Ordinance regulations orders or direction whether by himself or by his employees

3.13 Treasure Trove :

In the event of the discovery by the contractor or his employees during the progress of the work any treasure, coins, antiques, precious minerals or other articles or things of value or interest, whether geological, archeological or any other such treasure, this shall be deemed to be absolute property of Government as between Government and the contractor.

3.14 Convenience of Traffic :

The contractor shall notify in writing to the Engineer in charge of the starting of any construction or other operations that may in any way cause inconvenience or endanger traffic, at the earliest possible time and sufficiently in advance to enable the Engineer-in-charge to take action as per rules. Under no circumstances, the contractor shall close any road to traffic without the written permission of the Engineer-in-charge. Whenever necessary, temporary detours or diversions shall be made and maintained for traffic. Such diversions shall have a width of not less than 20'-0" through out and shall be provided with necessary road signs clearly visible from a distance by day or night. These shall be preliminary warning by red flags by day and red lamps by night at a distance of 500 ft. from the diversion. All diversions shall be clearly marked by white washed stones or other such means.

All operations necessary for the execution of works and for the construction of any temporary-works shall so far as concerned with the requirements of the contract permits be carried out so as not interfere and unnecessarily or improperly cause public inconvenience and with the occupation of public or private road and foot-paths and the least possible obstruction shall be caused to the traffic.

3.15 Change in Price : Wages etc. subsequent to Acceptance of Tender :

The contractor shall not be entitled to claim any compensation on the grounds that subsequent to the acceptance of the tender there was-

- (a) Increase in the price of materials or goods whether controlled by Government or not-

OR

- (b) An increase in the wages, allowances, or amenities to labour, whether on account of any legislation or law passed by Government or for any other reasons.

OR

- (c) An increase in the tariff freight charges and fare or any other charges or railway, road, sea or air.

OR

- (d) Increase in the rates or quarry fees, Sales Tax, octroi, royalties or any other taxes, fees or charges.

OR

- (e) An increase of any similar nature Exception will be to the extent of Price Adjustment clause.

- 3.16** Residential accommodation and sanitary and medical arrangements to be provided to the labour employed by the contractor.
- (i) (A) Before opening of labour camp, the contractor shall obtain and follow the advice "of concerned Assistant Director of Public Health regarding the camp, site accommodation, water and food supply, sanitary arrangements etc
 - (b) The contractor shall build sufficient number of the huts for the labourers on a suitable plot of land according to the following specifications :
 - (i) A good site shall be selected. High ground removed from jungle, but well provided with trees shall be chosen wherever it is available the neighborhood of rank jungle grass or weeds should be particularly avoided. Camps should not be established close to large cuttings or earth work. When a good natural site cannot be procured attention should be given to drainage.
 - (ii) The lines of huts shall have open space of at least 10 meters between rows, (iii) Huts of Bamboos and grass may be constructed.
 - (iv) There should be no overcrowding. Floor space on a scale of 2.8 sq m. per head should be provided.
 - (v) The contractor must find his own land. If no Govt. waste land is available, he should apply for it and pay assessment for it.
 - (c) The contractor shall provide an adequate supply of pure and potable water for the labourers at a rate of not less than ten gallons per head per day. No provision need be made if there is a suitable nalla, river, well or adequate tap water arrangements within 0.4 km. of the camp.
 - (d) The contractor shall construct trench or semi permanent latrines for the labourers on a scale of not less than five for every 100 persons or part thereof. Separate latrines shall be provided for men and women. The labourers may at their option be allowed to use either the trench system or the latrines system.
 - (e) The contractor shall construct.
 - (i) Screened bathing place on a scale of not less than one for every 20 persons or part thereof Separate bathing place shall be, provided for men and women.
 - (ii) Washing place for washing clothes on a scale of not less than one for every 30 persons or part thereof.
 - (iii) An efficient drainage arrangement for removing sewage water from bathing and washing places and for its disposal without causing nuisance.
 - (f) The contractor shall provide the necessary staff for effecting conservancy, sanitation and cleanliness to the satisfaction of the Engineer-in-Charge. Sweepers shall be employed on scale of not less than one sweeper for every 200 persons or part thereof.
 - (g) If there is no Government or satisfactory private dispensary within 1.6 K.M. of a labour camp containing 500 persons or more, the contractor shall engage a registered medical practitioner with a traveling dispensary, within 8 Kilometers of labour camp.
 - (h) The contractor shall arrange for all anti malarial measures for the labourer employed on the work as directed by the Assistant Director of Public Health.
 - (i) the contractor shall take suitable measures for fire prevention and control to the satisfaction of Engineer-in-charge.

3.17 PREVENTION OF NUISANCE AND POLLUTION :

The contractor shall take all necessary prevention of any nuisance or inconvenience to nearby owners, tenants or occupiers of adjacent properties and to the public generally and to prevent any damage to such properties by any pollution of stream and water ways. He shall make good at his own expenses and to the satisfaction of the Executive Engineer and damage to roads, paths, cross drainage works of public or private properties whatsoever caused by the execution of the work or by traffic brought thereon by the contractor. All waste or superfluous materials shall be cleaned away by the contractor

3.18 TRESS-PASS :

The contractor shall at all times be responsible for any damages or trespass committed by his agents and working people in carrying out the work unless such damages or trespass is authorized by the Engineer-in-charge.

3.19 INDEMNIFY :

The contractor shall indemnify and save the Government officers and employees against all action suits, claims, demands of any character in respect of any matter or things done or omitted to be done by the contractor in the execution of or in connection with the works of this contract and against any loss or damage to Government in consequence for any action or suit being brought against the contractor for any thing or omitted to be done in the execution of the contractor. The Government shall not be liable to the contractor for damages or delay resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

3.20 NO WAVING OF LEGAL RIGHTS AND POWERS :

The P. W. D. shall not be precluded or stopped by any measurements, estimates or certificates made either before or after the completion and acceptance of the work and payment there of from showing the true amount and character of the work performed and materials furnished by the contractor and from showing that any such measurement, estimates or certificates were not in a true or incorrect P. W. D. shall not be precluded or stopped from recovering from the contractor such damages as it may sustain by reasons of his failure to comply with terms of the contract.

Neither the acceptance by the P. W. D. or any representative of the P. W. D. nor any consent for acceptance of the whole or any part of the work nor any extension of time nor any possession taken by the P. W. D. shall operate as a waiver of any portion of the contract or any power herein reserved or of any right to damages.

A waiver of any breach of the contract shall not be held a waiver of any other or subsequent breach.

3.21 POLICE PROTECTION :

If police is called for by the contractor for special protection of his camp or work the Public Works Department will arrange for such protection so far as possible with authorities concerned and full cost of such protection shall be debited to the contractor and recovered from his bills.

3.22 Excess use of Materials supplied by the P.W.D.

If in case, the contractor uses materials supplied by the P. W. D. in excess of what is required as per the critical calculation of the Executive Engineer in charge of the work or refuse to return in good condition such materials issued in excess of the requirements so worked for any reasons whatsoever the contractor shall be required to pay the cost of such extra materials at the penal rates which shall be at double the issue rates as charged to the contractor as per schedule 'A' of the contract agreement.

- 3.23** The contractor shall comply with the following regulations as regards the hoisting appliances to be used by him.
- (a) Hoisting machine and tackle including their attachment anchorages, supports shall
 - (i) Be of good mechanical construction sound materials and of adequate strength and free patent defect and.
 - (ii) Be kept in good repair and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
 - (c) Hoisting machines and tackles shall be examined adequately tested after erection of the site and before the use and be re-examined in position at intervals to be prescribed by Government.
 - (d) Every chain, ring, hook chackle shovel and pulley used in hoisting or lowering material as mean of suspension shall be periodically examined.
 - (e) Every crane driver or hoisting appliance operator shall be properly qualified.
 - (f) No person who is below the age of 14 years shall be in control of any hoisting machine including any scaffolds which may give signals to the operator.
 - (g) Hook shackle, shival and pulley block used in hoisting or lowering or as mean of suspension the safe working load shall be ascertained by adequate means.
 - (h) Every hoisting machine and all gears referred to in the proceeding regulations shall be plainly marked with the safe working load.
 - (i) In the case of hoisting machine having a verbal safe working load each safe working load and the condition under which it is applicable shall be clearly indicated.
 - (j) No part of hoisting machine or gear referred to in regulation in regulation 'g' above, shall be loaded beyond the safe working load except for the purpose of testing.
 - (k) Motors, gearing, Transmission, electric wiring and other dangerous parts of hoisting appliances shall be covered with efficient safe guards.
 - (l) Hoisting appliances shall be provided with such means as will reduce to minimum the risk of the accidental decent 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.
- 3.24** The contractor as far as possible contains his requirements of labour skilled or unskilled through the nearest Employment Exchange.
- 3.25** All the rates quoted by the contractor are inclusive of Sales-Tax and the contractor will pay the same himself.

CHAPTER-4

- 4.1 The contractor shall have to attach Income Tax Clearance Certificate .obtained from the Income tax officer with his tender.
- 4.2 The contractor shall have to construct their store for controlled and valuable materials issued to him under Schedule 'A' of the agreement of work site having double locking arrangements. The materials shall be taken out for the use in the presence of the departmental person. No materials shall be allowed to be removed from the site of work.
- 4.3 The contractor shall also give a list of machinery in his possession which he proposes to use on the works.
- 4.4 The rate for the item in schedule 'B' shall be given in words and figures. Amount of each item shall be also entered in the proper column and grand total of the amount shall be given by the tenderer. The amount shown against each item in tender shall tally with the rate and quantity on the basis of unit as given and that in case of any error, tenderer shall be bound by the offer on the basis of rate only.
- 4.5 If the tender is taken in favour of company power of attorney in favour of person, who may have been authorized by the company shall accompany the tender.
- 4.6 Copies of certificates as regards the previous experience, if any, shall be enclosed with the tender.
- 4.7 Declaration showing that all work in hand with the contractor and value of work that remains to be executed in each case shall, be enclosed with the tender.
- 4.8 While receiving the tenders availability of sufficient machinery in possession with the contractor will be point for consideration.

SPECIFICATION FOR COLLECTION OF MATERIALS REQUIRED FOR ROAD WORK

ROAD MATERIALS

- 5.0 The materials required for road work are mainly as under.
- (a) Road materials
 - (b) Cement
 - (c) Aggregates
 - (d) Coarse Aggregate
 - (e) Fine Aggregate
- 5.1 The contractor shall make his own arrangements to obtain the materials from an existing or a new quarry in Government waste land, private land, or land belonging to other state or taluka dars etc. after opening out the quarry and before starting collection the quarry shall be got approved by the Engineer-in-charge. The contractor or piece worker shall pay all royalty charges, compensation etc. as per rules in force from time to time. No claim or responsibility on account of any obstructions caused to the prosecution of the work by difficulties arising out of the private owners of land will be entertained.
- 5.2 The rate in the tender includes all incidental charges such as opening out a new quarry, opening out a new portion in an existing quarry, removing the soil and other unsuitable materials, dewatering quarry, cost of blasting powder and fuse. Road repairs to existing cart track making new cart tracks, octroi charges, central Government, state or municipality Taxes, local boards dues etc.
- 5.3 The rate in the tender are for the delivery of approved materials on road side properly stacked at the places specified by the Engineer-in-charge and are inclusive of conveyance charges irrespective of the lead. No claim on account of charges in any land will be entertained.
- 5.4 Materials delivered to the works shall be equal to the approved samples and delivered sufficiently in advance of constructional requirements to enable further samples to be selected and tested by the Engineer-in-charge before using materials in the work.
- 5.5 **LAYOUT OF MATERIALS STACKS :**
The contractor shall deposit materials for the purpose of the works on such parts only of the site as may be approved by the Engineer-in-charge. The contractors shall submit before starting a work, details sites survey clearly indicating position and areas where the materials for the work shall be stacked and sheds, submits to the Engineer-in-charge for approval. The contractor shall deposit materials only on the approved parts of the site.
- 5.6 **Cement :** The cement will be supplied by the Public Works Department at the place and rates shown in schedule 'A'. However if contractor use his own cement for any reason, it shall confirm with the Indian standards 269-1952 ordinary rapid hardening and low heat Portland cement.
- 5.7 Adequate care shall be taken to prevent deterioration of cement in storage. The cement shall not be kept in the open. It shall be stored in weather proof shed with water tight walls and roofing. The windows and doors shall be minimum in number and sides shall be kept tightly closed except when materials are being actually put in or taken out. The floor shall be well above the ground level preferably the plinth should be above 3'-0" high to permit direct unloading and loading of cement bags from trucks. The site shall be well drained away from the building. If the building is newly constructed sufficient time shall be allowed after construction for the interior to dry thoroughly.
- 5.8 Space of not less than 3 feet around shall be kept between the walls and the piles of bags. Similarly the bags shall not rest directly on the floor but shall be stacked as closed to each other as practical to reduce the circulation subject to a limit of about 15 bags from topping. They shall be arranged header and stretcher fashion when the height exceeds seven bags.
- 5.9 Each consignment of cement as it arrived should be stacked separately and a suitable board placed and kept near the stack for other arrangements made to show the date of receipt. At the time of removal the oldest cement shall be removed first for use.

5.10 Aggregate :

Central : Aggregates shall be obtained when possible from a source which normally produces aggregate satisfactorily for concrete, if so, directed by the Engineer-in-charge. The aggregate whether coarse or fine shall be got tested at the Engineering Research Institute, Vadodara for their suitability for use in concrete.

5.11 Storage :

It is essential to prevent the aggregate from getting unclear by dust or mixing with soil, vegetable matter or unnecessary rehandling. Therefore the aggregates shall be:-

- (i) Stacked, piled adjacent to mixer site and so disposed around as to require minimum rehandling and labour when being moved to mixer.
- (ii) The aggregate shall be placed on a dry hard patch of ground as available, otherwise a platform of G. I. sheet or alternatively on floor of dry bricks of a thin layer of lean concrete facilitating shoveling and prevent earth and dirt from being shoveled up with aggregates. Space of not less than 3 feet around shall be kept between the walls and the pipes.
- (iii) The stacks piles shall be as large in area as possible but low and fairly uniform in height preferably 4 to 5.
- (iv) Piles of different sizes of aggregate shall be kept carefully separate from each other to prevent premature mixing.

5.12 Coarse aggregate :

5.12.1 Coarse aggregate shall normally consist of crushed stone materials, gravel or a combination of any of those three and shall be chemically inert, hard, strong, durable or limited porosity free from adhered coating and clean and without grass or powder surface. In the case of crushed rock substantially all faces shall have resulted from crushing operation. Gravel shall not be used for the wearing coat.

5.12.2 The amount of deleterious substances shall not exceed the standard of maximum percentage by weight when tested according to the relevant Indian Standard method of test.

5.12.3 Size and Grading :

The maximum size of coarse aggregate to be used for a particular item of work shall be as stated in the detailed specification of the item concerned. The grading may be such as to produce dense concrete of the specified properties and consistency that will work readily into position without segregation without adding excessive water.

5.12.4 The coarse aggregate shall be delivered to the site in specified size unless otherwise authorized by the Engineer in charge.

5.13 Fine Aggregate :

The fine aggregate shall be natural sand or sand produced from crushing suitable, hard or nature ravel. It shall contain only hard strong dense durable uncoated particles.

5.13.2 The amount of deleterious substances shall not exceed the standard as mentioned on page No.5 of revised manual regarding standard specifications for bridges. Maximum percentages by weight when tested according to the relevant Indian standard Methods of test to fulfill or conform to the requirements as specified in details above.

5.13.3 **Grading :** No more than 5% shall exceed 3/16 inch in size and not more than 3% shall pass I.S. sieve No. 15 of B.S.A. S.T.M. sieve No.100.

5.14.1 All items in Schedule 'B' are for complete jobs and shall include all labour, materials construction plant and temporary works unless stated to contrary.

5.14.2 All items in schedule 'B' shall include all lifts and leads unless stated to the contrary.

5.14.3 Before starting the work the site shall be cleared as necessary as per items 2 on page 2 of P.W.D. H.B. after completion of the work but before its acceptance, the site shall be cleared of all scaffolding surplus rubbish etc as per clause 7 of the printed tender form. No extra payment shall be made for site clearance required at any stage.

Whenever any mention is made of I.R.C. code it shall refer to the Indian Road Congress publication. Standard Specification & Code of Practice for Road Bridges :

- | | |
|------------------------------------------|------|
| 5.14.4 Section I General features | 1960 |
| Section II Roads & Stresses | 1968 |
| Draft Sect. III Reinforced concrete Spt. | 1980 |

5.1.5 Any reference to the Public Work Department Hand Book in the specifications shall be to the ninth edition.

5.1.6 Materials – General :

5.16.1 The materials used in the work shall be of the best qualities and kinds specified and no materials shall be used in the work until approved.

5.16.2 Samples of coarse and fine aggregate and of such other materials as may be specified or directed shall be deposited free of cost with the Engineer in Charge as soon as possible after

issue of orders to start the work and get approved sufficiently in time before the delivery of the materials represented there by.

- 5.16.3 If during the course of work the source and type of any material is changed further samples shall be deposited. If any materials are unauthorized obtained the contractor will have to make good the damage and pay such compensation in addition as may be directed by the Executive Engineer.
- 5.16.4 Any materials that falls on any P.W.D. Road from the carts etc. during conveyance shall be immediately picked up and removed by the contractor failing which it will be got removed departmentally at his cost. The contractor shall be liable for any claim of road use on account of such negligence etc.
- 5.16.5 The materials causing obstruction or danger etc will got removed by the Department at his cost and no claim for any loss or damage shall be entertained. The contractor shall responsible for any damage to track in charge of the P.W.D. and shall attend to any complaints which may be raised.
- 5.16.6 The materials shall not be stacked in a place where it is liable to be damaged or lost due to traffic passing over it, to be washed away by rain or floods, to be buried under and lands

side etc. or to slip down at embankment or bank side etc. No claim for loss due to these or any similar cause will be entertained.

- 5.16.7 Before stacking the materials shall be free from all earth rubbish vegetable matter and other extraneous substances and in the case of metal screened to gauge if so directed. When ready it shall be stacked entirely near of the roadway on ground which has been cleared of vegetation and leveled on the banks of roads etc. when it may be practicable to stack it entirely clear of the roadway. It may be stacked with the permission of the Engineer in charge on borrow area in such away as to cause minimum danger and obstruction to the traffic.
- 5.16.8 The materials other than rubble shall be measured by box measurements as per detailed specification and shall be stacked in a double hectometer and shall be of the same uniform size. The stacks (at the end) of each double hectometer may be of different size from the rest in order to adjust the total quantity to be required. No materials in excess of the requirement shall be collected. If so done, It shall be removed at the expense of the contractor.
- 5.16.9 In stacking materials the deposition shall commence at the end of the kilometer towards the other end unless otherwise directed by the Executive Engineer. Measurements of the materials stacked in a double hectometer will not be recorded until the full quantity has been stacked for 2 km. length. Collecting and speeding shall not be carried out at the same time in one and same kilometer in two adjoining kilometers except with the written permission of the Executive Engineer.
- 5.16.10 Unless otherwise directed, the materials shall be collected in the following orders, if approved in the tender (1) Rubble (2) Metal (3) Soft Murrum (4) Hard Murrum.

- 5.16.11 Metal collected for patty repairs shall be stacked on the side opposite to where material for resurfacing is stacked. Where metal for two layers collected it shall be stacked as in the case of new road metal for each layer shall be stacked on the opposite of side the road. All road materials shall be examined and measured before it is spread. The labour for measurement (and check measurements whatever necessary to be carried out) shall be supplied by the contractor immediately after the measurements are recorded. The stacks shall be marked by the contractor by white wash or otherwise as may be directed by the Executive Engineer to prevent any possibility of the same materials measured and recorded over again and to prevent any possibility of the same materials being measured being measured and recorded over again and to prevent unauthorized tempering with the stacks. If the contractor falls to attend the measurements of materials after receiving due notice from the Sub-Divisional Officer or his subordinate stating the date and time of the measurements the same shall be recorded exparte and will be binding to the contractor.
- 5.16.12 The work shall be measured nevertheless if the labour or materials required at the time of measurements or check measurements after the notice have been given to him are not supplied by the contractor, the expense incurred on account of employing any departmental labour or materials etc. shall be charged against his account.
- 5.16.13 No deduction shall be made for voids for rolling and metalling.
- 5.16.14 The contractor will be allowed to use approved rubble and metal available from the cutting materials on payment of charges that may be fixed by the department provided the same are considered surplus by the department.

- 6.1 Acceptance :
Intimation of acceptance of tender shall be given by registered post to the address given below the signature of the tenderer in the tender.
- 6.2 Details of works :
The tenderer shall state in his tender the name of the contractor in case the agency shall be other than himself from whomever he purposes to obtain the centering. He shall also state by what method he purposes to effect the same. The designs of centering with type shall be got approved by the Executive Engineer before its erection.
- 6.3 Examination of plans and Locations :
Statements as to the condition under which work is to be performed includes plans surveys, relevant dimensions calculations estimates bearing etc are made to furnish a basis for comparison of tenders and the Government do not guarantee or represent that they are even very approximately correct. The contractor shall satisfy himself by all conditions affecting the work to be and done and labour materials needed and shall make his bid in sole reliance thereon.
- 6.4 The work included in this contract shall be carried out in accordance with the specification rules and regulations as laid down in the books mentioned below in order of the priority (i) P.W.D. Hand Book Vol. I & II 1949 edition if the reference quoted above fall short for the items in schedule of contract, reference shall be made to Indian specifications for the latest edition. If any of the items of this contract are not covered by the reference books quoted above, details and specification as directed by the Chief Engineer. P.W.D. Gujarat shall be final, this shall depend upon the standard specifications allowed in different Countries of the work for the items concerned.
PROGRAMME :The Executive Engineer may at any time give direction as to the order and manner in which the several part of the work shall be carried out and the contractor shall strictly observe such direction.
- 6.5 Method of Carrying out the work:
The contractor shall furnish for the approval of the Executive Engineer a schedule giving the programme of the work giving details of the method details of the method of execution proposed to be adopted. No work shall be carried out by other method except the one approved by the Executive Engineer. The Ex. Engineer may suggest suitable modification in the programme and method prepared by the contractor. Adoption of any such changes shall not entitle the contractor for claiming any extra rates.
- 6.6 Relation With public Authorities :
The Contractor shall comply with all powers and legal order and directions given from time to time by any local or public authorities and shall pay out of his own money, the fees or charges to which he shall be liable.
- 6.7 The contractor shall at his own expense obtain such license as may be necessary for storing and using explosives. The P.W.D. shall incur no responsibility whatsoever in connection with the storage of explosive on the site or any accident or occurrence whatsoever in connection there with. All operations of the contractor on which explosives are employed being at the risk of the contractor and upon his sole responsibility and the contractor hereby given to the P.W.D. an absolute indemnity in respect thereof.

6.8 RETURNS :

The contractor shall furnish the Executive Engineer every day during the progress of the works classified weekly return of the number of people employed on the work during the week the report of skilled and unskilled labour shall be given in prescribed form. The contractor if directed by the Executive Engineer shall increase or decrease the strength of the labour both skilled and unskilled. The contractor shall also furnish the following returns:

1. A weekly medical report showing the health of the Contractor's camp and the number of persons ill.

OR

2. A report of any accident which may have occurred within 24 hours of its occurrence.

6.9 OCCUPATION OF ADDITIONAL LANDS :

In case when it becomes necessary for the fulfillment of the contract for the contractor to occupy land outside the P.W.D. Limits, the contractor shall make his own arrangement with the land owners and pay such rents as may be mutually agreed between them.

The public works Department shall afford the contractor all possible assistances to enable him to obtain land for such purpose.

6.10 CONTROLLED MATERIALS :

As regards controlled materials, P.W.D. will help to arrange for the permits as far as possible and help the contractor himself. Though the public works Department will help to arrange for the permits as far as possible in obtaining the materials it shall not accept any responsibility for any delay or loss on account of delay caused. Contractor shall submit the monthly return in the prescribed forms for the receipts and actual use of the controlled materials during the Month to the Executive Engineer on close of every calendar month.

The contractor shall permit the Executive Engineer or his representatives to inspect the stock of the controlled materials stored by him at any time whenever engineer or his represent live desires.

6.11 Permit and licenses :

The contractor shall procure at his sole expenses all permits and licenses and pay all charges and fees for lawful execution of the work.

6.12 Permit devices Materials and processes :

Whenever the contractor desires to use any design devices materials or process covered by the letters patent or copy right permission for such use shall be secured by suitable legal agreement with the patentee or owner and copy of agreement shall be filed with Executive Engineer

6.13 Temporary Quarters :

The contractor will be required to make his own arrangement for housing of all his staff and working people during, the execution of the work. The contractor shall maintain at his own expenses .efficient staff as may be required by the Executive Engineer. Suitable fire preventive measures to the satisfaction of the Executive Engineer shall be taken by the contractor.

6.14 Plant :

The Contractor shall with his own expenses supply sound plant for the whole of the works sufficient to perform the work within the time agreed upon in the contract and keep the same in good condition. He shall also at his own expenses, repair or improve it when required by written request of the Executive Engineer or his representative.

All unused materials and all /plants and equipment not removed by the contractor within two months of the completion date of the works or any extension granted thereof by the Executive Engineer shall become the property of the Public Works department and contractor shall not be entitled to any payment or compensation whatsoever in respect thereof.

Conditions regarding Medical and sanitary arrangements to be provided for labour employed in the construction by the contractor.

- (a) The contractor shall follow rules regarding public Health and sanitary arrangements to be provided in labour camp as per paragraph 258 of Gujarat P.W.D. Manual Vol.I and appendix in that regard.
- (b) The contractor shall make arrangements for all antimalarial measures to be provided for the labour employed on the work. The antimalarial measures shall be as directed by the Assistant Director of Public Health.

- 6.15 Subletting of work.
The contractor will not be permitted to sublet any of the works without permission of the Engineer-in-Charge. If he gives permission for any part of the work to sublet, the main contractor shall take full responsibility for the quality of work. Before ordering subletting of the work the contractor shall submit the names of the subcontractors proposed for the approval for Engineer in-charge and shall afterward send the two copies of the order for the work proposed to be sublet when submitting the names of the sub contractors for the approval it must be stated as to whether the firms proposed are the actual manufacturers of makes' If not the names of the makes shall also be submitted. The sublet orders shall contain all necessary information given in the specification to enable the sub contractor or supplier to work in accordance therewith. The sublet order shall also contain the time in which the delivery of the materials will be given for the completion of the work. The contractor shall be held responsible for non delivery or non completion in stipulated time given in his tender for the completion of the whole contract.
- 6.16 Foreman, Watchman and workers
Competent foreman and watchman shall be employed by the contractor. The P.W.D. shall be at all times, have the right to remove from" the work any foreman watchman or man who gives irresponsible response of misbehaves or misconducts.
- 6.17 Co-ordination of specifications, plant and special provisions the standard specifications the plans and all supplementary documents are essential parts of the contract and requirement occurring in one shall be as binding as though occurring in all the various documents. Specification and special provisions shall over side both the plans and the standard specifications. Figured dimensions shall prevail over scaled dimensions if any. Other variations shall be decided by the Superintending Engineer.
- 6.18 Inspection of work and materials :
1. For Resident Engineer, Agent and Employees on the work, the contractor shall provide safe and proper facilities for inspection.
 2. The inspection of the work shall not relieve the contractor of his obligations to fulfill the terms of the contract as herein prescribed by the plans and specifications.
 3. The contractor shall furnish written information to the Executive stating the original sources of supply and dates of manufacturing of all material brought or manufactured away from the actual site of the work.
 4. The contractor shall furnish the Executive Engineer every facility and assistance for ascertaining whether or not the work performed is in accordance with the requirements and instructions of the plans and estimates and the specifications, if so, directed the contractor at any time shall comply and after acceptance of the work remove or uncover any portions of the finished work considered necessary for fresh inspection at his own cost.
 5. In order to ensure a proper time sequence for required inspection and approval, the information shall be furnished at least two weeks or (otherwise) as directed by the Executive Engineer in advance of the use or incorporation in the work of any such materials and this shall be given in writing by the contractor.
 6. The contractor shall obtain from P.W.D. a statement of the places where it is permitted for him to deposit the materials excavated. The contractor shall accept the entire site as he finds it and any work that may by necessary to carry out contract shall be provided for in his contract price.
- 6.19 Setting out :
- The contractor shall be responsible for the true and proper setting out of the works and or the correctness of the position levels, dimensions and alignment of all parts of the works and for the provisions of all necessary instruments applicable and labour in connection there with. If at any time during the progress of the works any error shall appear or arise in the positions, levels, dimensions or alignments or any part of the works, the contractor is required to discuss with the Engineer and rectify such errors to the satisfaction the Executive Engineer. Unless such error is based on incorrect data supplied in writing by the Executive Engineer in which case the expenses of rectifying the same shall be borne by the Govt. Otherwise the rectification shall be done at the cost of the contractor. The checking of any setting out or of any line or level by the Executive Engineer or his representative shall not relieve to the contractor of responsibilities for the correctness thereof.
- 6.20 No quarrying or blasting operations shall be permitted in the river bed in the proximity of the bridge for the purpose of taking out materials required for the work except where the sites are demarcated by the Executive Engineer for this purpose. The contractor shall be personally responsible for any damage or accident caused by such operations.
- 6.21 An order book shall be provided and maintained by the contractor on the work and the contractor shall sign the order given by the Department and shall carry out them. Work Order Book is the property of the Govt.

- Supervisory staff on site. The compliance shall be carried out promptly and approved by the Executive Engineer in short time so that works can be checked.
- 6.22 No materials should be stacked anywhere on the entire formation width of the road while carrying out the work. These materials should be stacked on the open ground area of the land width on both sides of the road. Only in exceptional circumstances, with only written permission of the Executive Engineer, such materials can be stacked on shoulders of the road surface.
- 6.23 During the working period, day and night, all weather diversion shall have to be provided by the contractor without extra cost of Govt. The diversion shall be maintained in good conditions as directed by the Engineer-in-charge until completion of work. During the night time for the safety of traffic, red (amps, boards, etc.) shall be provided without any extra cost.
- 6.24 One percent of the estimated cost put to tender for this work after deducting the cost of materials as per Schedule 'A' Value at basic rate in the Sanctioned estimate shall be deducted from the running account bills of the Contractor for testing the quality of materials and workmanship. No additional testing charges in addition to this one percent shall be recovered from the Contractor (Applicable to R & B tender Only). (R & BD GR No. TNC-1085-4C) dated 20-12-91

**Dated Signature of
Contractor**

**Chief officer
Bilimora Municipality**

ANNEXURE – 1

GOVERNMENT CIRCULAR NO MON - 1083/3329 (244) H/Technical Requirement of Hot Mix plant to be used on Contract Works : COMPOSITION OF PLANTS

The Hot mix plant shall conform generally to I.S. specification No. I.S. 3065/1965 as amended from time to time and shall be required with the following arrangements.

- (1) **COLD AGGREGATE FEEDER**
The cold aggregate feeder shall have minimum three independent bins compartments, each provided with accurate mechanical means for feeding the aggregate at uniform and predetermined rate to the cold elevator or to some intermediate conveyer or directly in to the dryer. The feeder shall be provided for the adjustment of total and proportional feed and shall be capable of being locked in any setting.
- (2) **DRYER :**
At the discharge end of the dryer or any other suitable location, means shall be provided for ascertaining the temperature of the heated aggregate.
- (3) **MIXER UNIT :**
The plant shall include a continuous mixer of an approved twin shaft pug mill type capable of producing a uniform mix. If not enclosed, the mixer box shall be equipped with a dust hood to prevent dust.
There should be independent arrangement to feed mineral directly in the pug mill. The Hooper bin for mineral filler shall provide for the adjustment to proportionate the feed and shall be capable of being locked in any setting.
- (4) **SCREENING UNIT AND GRADATION CONTROL :**
The dried aggregate shall be screened into not less than three sizes. The plant shall include means for accurately proportioning each bin shall have an accurately controlled individual gate to form an orifice for proportioning the material drawn from each respective bin compartment. The orifice shall have positive mechanical adjustment and provided with a lock. Indicators shall be provided on each gate to show the gate opening in centimeters.
- (5) **BITUMEN HEATING :**
A circulating system for the bitumen shall be provided of adequate capacity to provide for proper and continuous circulation between storage tank and proportioning units during the entire operating period, suitable arrangement shall be provided for recording the temperature at the tank and in the circulating system.
- (6) **SYNCHRONIZATION :**
Synchronization of Aggregate and Bitumen Feed : Satisfactory means shall be provided to afford positive inter locking control between the flow of aggregate from the tank to pug mill with mechanism of socket wheel which allows a fixed quantity of bitumen for a particular setting of the wheel.

**Dated Signature of the
Contractor**

**Chief officer
Bilimora Municipality**

(TO BE FILLED IN BY INCOME TAX OFFICE)

I hereby certify that :

- (i) The information contained in this application has been verified from the assessment records and found correct.
- (ii) The assessee has paid all tax demands due other than those which have been stayed by the competent authority.
- (iii) The assessee has been co-operating with the department in facilitating the completion of the pending assessment.
- (a) The period of three years has expired from the date of Appellate order of the Income-Tax Appellate Tribunal for the penalty levied on or after 1-4-1975 under section 271 (1) (c) of the Income-Tax Act, 1961 or under sec. 18 (1) (c) of the Wealth Tax Act. 1957.

OR

- In case where an appeal has been filed by the assessee against the penalty imposed or after 1-4-1975 under section 271 (1) (c) of the income tax Act, 1961 or under section (18) (1) (c) of the Wealth Tax Act 1975 the period of three years has expired from the date of the imposition of the penalty.
- (b) The period of three years has expired from the date of the order of conviction after 1-5-1975 under section 277 of the Income-Tax Act. or order under section (56) (1) of the Wealth Tax, 1975 or under section 199/200 of the Indian Penal Code.

Note :- Delete whichever is inapplicable in the above certificate.

Date _____
Seal :

APPENDIX – 'A'

INCOME – TAX CLEARANCE CERTIFICATE

1. Name and style (of company, firm, H.U.F. or Individual) in which the applicant is assessed or assessable to income tax and address for the purpose of assessment, name & address of all companies, firms or association of persons in which the applicant is substantially interested in his individual or beneficiary capacity.

NOTE : For the purpose of clause (1) above the word "Substantially interested" – would have the same meaning as explained in section 40 A (2)

2. (a) The Income tax Circle/ ward/ District in which the applicant is assessed to income tax and the permanent Account No.

(b) In the case of partnership firm :

Name of the Partner	Address	Permanent Account No.	Income tax Circle ward where assessed

4. The following particulars are to be furnished concerning the income tax assessments for the preceding five years.

Year	Total Income Assessed	Tax demanded	Tax paid	Balance Due

5. (a) Whether any penalty for concealment has been imposed under the provisions of the Income-tax Act 1961 or Wealth Tax Act 1957 on or after 1st April, 1975.
- (i) If the answer is in affirmative, give the date and amount of penalty imposed and section under which imposed.
- (ii) Whether any appeal has been filed against the penalty order before the Appellate Assistant Commissioner of income-tax or before the income-tax Appellate Tribunal. If so the result there of along with date of appellate order may be indicated. Whether convicted for an offence within the meaning of section 199/200 of the Indian Penal Code. If so, the date of the conviction order may be indicated.

- (b) Details of total contracts received by the applicant, whose name is mentioned against (1) above during the preceding five accounting years.

Day of previous year ending	Assessment Year	Total amount	Contract received	The name of the authority or persons from whom contracts are received.

6. In case there has been no Income-tax assessment in any year whether returns have been filled under Section 139(1), 139(2) and 133 of the Income-tax Act. 1961 or tax has been paid in advance under Section 210(3) of Income-tax Act. 1961 and if so, the amount of income returned for each year and Tax for each the five years mentioned above and the Income-tax circle/ward district concerned where such returns have been filed. Give reasons for the same.

Assessment Year	Income returned	Tax paid on assessment u/s 140-A	Tax paid in advance u/s. 210	Date of payment

7. Whether any attachment proceedings are pending in respect of the arrears.

8. The name of address of Branch(es) if any.

I declare that the above information is correct and complete to the best of my information and belief.

Address

.....
Signature of Contractor
Registration No.....

- NOTE :** (1) Tax in column 3 and 4 of para 4 include all items viz I, T, surcharge etc.
(2) If any tax remains unpaid, reasons should be explained in an attached statement.

QUESTIONNAIRE FOR THE TENDERER

1. The location of paver plant at present.
2. No. of paver work and total tonnage of asphalt work done to date
3. The remaining tonnage of asphalt work to be completed still on (date of tendering)
4. Period required to complete remaining tonnage of asphalt work on hand present.
5. Period required to shift the paver plant at site of the work under reference.
6. Probable date to start actual asphalt work for the work under reference.
7. Details of machineries required for paver plant available with the tenderer.
8. Whether the hot mix paver plant conforms to the composition and Technical requirement indicated in Annexure ?

Signature of Tenderer

સરકારના પત્રકમાંક : ટી.એન.સી. : ૧૯૮૧/ ૬/સી તારીખ :

પરિપત્ર બિડાણ

(અ)

અ.	હોટમીક્ષ પ્લાન્ટ માટેની ઠેકેદાર પાસેની મશીનરોની વિગતો			
નં.	મશીનરીની વિગત	કેપેશીટી	સંખ્યા	પરિસ્થિતિ
(૧)	(૨)	(૩)	(૪)	(૫)

સરકારના પત્રકમાંક : ટી.એન.સી. : ૧૯૮૧/ ૬/સી તારીખ :

પરિપત્ર બિડાણ

(બ)

અ.	હોટમીક્ષ પ્લાન્ટથી કરવાના જે કામો ઠેકેદારને મળેલ હોય તેની વિગતો						
નં.	કામનું નામ	વિભાગીય કચેરીનું નામ	ટેન્ડરની રકમ	વર્ક ઓર્ડર આપ્યા તારીખ	સમય મર્યાદા	ટેન્ડરમાં ડામર કામની રકમ અને કુલ કામની રકમ	બાકી રહેલ કામની રકમ
(૧)	(૨)	(૩)	(૪)	(૫)	(૬)	(૭)	(૮)

સરકારના પત્રકમાંક : ટી.એન.સી. : ૧૯૮૧/ ૬/સી તારીખ :

પરિપત્ર બિડાણ

(ક)

અ.	હોટમીક્ષ પ્લાન્ટથી કરવાના કામોના જે ટેન્ડર ભરેલા છે તેની વિગત				
નં.	કામનું નામ	વિભાગીય કચેરીનું નામ	ટેન્ડરની રકમ	ટેન્ડર ભર્યા તારીખ	ટેન્ડર મળવાની શક્યતા છે કે કેમ ?
(૧)	(૨)	(૩)	(૪)	(૫)	(૬)

SPECIAL CONDITIONS FOR BITUMINOUS SURFACE WORK WITH HOT MIX PLANT AND FINISHER

1. The hot mix plant and accessories to be used for the work shall be in conformity with specifications prescribed vide Govt. of India Ministry of Transport circular No. RW/ RMP/ 1613783 dated 9-1-1987. The plant shall be equipped with all units and accessories as per latest I.S. 3066, 1965 as amended from time to time. The contractors will have to modify their plants suitably within a period of six months from the date of issue of latest I.S. specification or codes.
2. The work of laying aggregate mixed with bitumen shall start on site of work only after 8.00 hours in the morning and continue up to 17.00 hours in winter season and up to 18.30 hours in summer. No work shall be done except during the period mentioned above and also on Sundays and National holiday viz 26th January, 15th August and 2nd October.
3. Quantity of bituminous aggregate mix to be laid shall be restricted to 250 tons per day for 30/40 capacity plant and may be more or less depending upon the rated capacity of the plant.
4. The work of laying asphalt mix shall start latest within 60 days from the date of issue of work order and will be completed as per time limit. Reasons for delay in starting of work after 60 days shall result in to sufficient cause for levying compensation for disproportionate progress. However, the period from 15th June to 15th October being monsoon shall not be counted for the purpose of disproportionate progress and consequent cause for levy of compensation. The contractors shall commence the work of laying Pavement on or before the last date of the period mentioned above failing which he shall pay compensation not less than 500/- per day for every day that he shall delay the commencement of the work as above in accordance with clause-2 of the contract.
5. The contractor shall invariably get the job mix formula for the mix approved by the Engineer-in-charge before starting the work.

G. R. No. SSR/ 1087/ 205/ 21 -C/ Dt. 27-9-1989

After starting the work within 60 days by the contractor, he should keep the work continued failing which he is liable to pay compensation at Rs. 600/- per day from the date he keeps the work closed & restart the work except in the following cases.

- (1) If in case machineries break down and for that short period, work is closed.
- (2) During the period of break down of machinery Paver plant is not shifted from the work or from that site and no work is done on other site through the paver plant during the period of break down of machinery.

Signature of the Contractor
Contractor

Chief officer
Bilimora Municipality

ANNEXURE -2 :

ટેન્ડર આઈટમોના ભાવ ભરતી વખતે ગણતરીમાં લીધેલ મજૂરી તથા સ્પેશીફિકેશનમાં જણાવ્યા મુજબ માલસામાન અંગેના કામના સ્થળના પડતર ભાવો (દર) અંગેની વિગત. (આ વિગત ૩૦ લાખ કરતા ઉપરના કામમાં ભરી રજુ કરવી ફરયાન છે.)

(અ) મજૂરીના દૈનિક દર

(૧) કડીયા, સુથાર —પ્લમ્બર સ્કીલ્ડ કારીગરનો દર રૂ.

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

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

(૧) મકાનો :

અ.નં.	ટેન્ડર આઈટમ	માલસામાનની વિગત	યુનિટ	દર
૧.		ઈંટો	૧,૦૦૦ નંગ	રૂ.
૨.		પથ્થર ચરણતરનો	ઘ.મી.	રૂ.
		ખાણલીડ		
		કપચી	૧૨ મી.મી થી	
			૨૦ મી.મી	
		ખાણ	ઘ.મી.	રૂ.
		લીડ	કિ.મી	રૂ.
૪.		રેતી પ્રાપ્તિ સ્થાન	લીડ કિ.મી	
		લાકડું સાગીન્કટ સાઈઝ		
૫.		(સરેરાશ યાદી માટે)		
		(અ) બારી	ચો.મી.	રૂ.
		(બ) બારણા	ચો.મી	રૂ.
૬.		ફ્લોરીંગ ટાઈલ્સ	ચો.મી	રૂ.
૭.		પોલિસ કોટા સ્ટોન જાડાઈ મી.મી.	ચો.મી	રૂ.
૮.		ગેલ્વનાઈઝ પાઈપ		
		(અ) ૨૫ મી.મી.	દર મી.	રૂ.
		(બ) ૧૨ મી.મી	દર મી.	રૂ.

(૨) (રસ્તાઓ) કામના સ્થળ ઉપરના ભાવ

અ.નં.	ટેન્ડર અ.નં.	માલસામાનની વિગત	ખાણ પ્રાપ્તિ સ્થાનનું નામ (સરેરાશ)	લીડ કિ.મી	યુનિટ	દર રૂ.
૧.		મુરમ			ઘ.મી.	
૨.		હાર્ડ મુરમ			ઘ.મી.	
૩.		રેતી			ઘ.મી	
૪.		મેટલ			ઘ.મી	
૫.		કપચી			ઘ.મી	
૬.		૧૨ મી.મી થી ૨૦ મી.મી			ઘ.મી	
		પથ્થર પીચીંગ માટે			ઘ.મી	

(૩) હોટમીક્ષના કામો માટે કામના સ્થળ ઉપરના પડતર ભાવ

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

(૪) પુલોના કામો : કામના સ્થળ ઉપરના ભાવ

અ.નં.	ટેન્ડર અ.નં.	માલસામાનની વિગત	ખાણ પ્રાપ્તિ સ્થાન	લીડ કિ.મી (સરેરાશ) યુનિટ	યુનિટ	દર રૂ.
		મશીન કસ્ટ મેટલ			ઘ.મી.	
		કપચી			ઘ.મી.	
		ગ્રીટ			ઘ.મી	
		રેતી			ઘ.મી	
		હાઈ ટેન્સાઈલવાયર			મે.ટન	

અકરારપત્ર

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

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

SECTION

D

(i) Terms & Conditions of Contract
(Percentage Rate Tender Book) “ Form B-1 “

ફોર્મ બ-૧

BILIMORA MUNICIPALITY**PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS**

કામો માટેનું ટકાવારી દર નું ટેન્ડર અને કોન્ટ્રાક્ટ

Name of Work -
કામનું નામ**E-TENDER FOR PROVIDING AND LAYING BLOCK PAVING AT
PARKING OF THE SARJAN APPARTMENT WARD NO.3
BILIMORA TA-GANDEVI, DIST- NAVSARI.**Division -
વિભાગ

P.W.D./ BILIMORA MUNICIPALITY OFFICE, BILIMORA

Loading &
Uploading of
Tender**18/06/2026 TO 02/07/2026**Last date to
Return**09/07/2026**Tender for EMD
& Other
Documents.

સમય:

E-Tendering System. Pl. See Detailed Tender Notice

Issued To -

શ્રી

ને આપ્યું

TENDER CLERK P.W.D.

OPENED BY

ON DATE

**Chief Officer
Bilimora Municipality****Chairman
Public works committee
Bilimora Municipality****President
Bilimora Municipality**

MEMORANDUM OF WORKS IN BRIEF

કરવાના કામની ટુંકી યાદી

(1)	Name of the work કામનું નામ	As per page number 1 of this Booklet.
(2)	Estimated Cost	Rs. 573298/-
(3)	Earnest Money	Rs 5732/-
(4)	Validity period of tender offered	90 days from the end date of downloading bids
(૪)	ઓફર કેટલા દિવસ ખુલ્લી રહેશે.	ટેન્ડર ડાઉનલોડ કરવાની સુચિત તારીખથી ૯૦ દિવસો સુધી (વેલીડીટી સમય પુરો થાય ત્યાં સુધી કોઈ ફેરફાર કરી શકાશે નહિ.)
(૫)	Security Deposit – જમીનગીરી અનામત	...2.5 % Rs. 14332/-
(i)	In the form of small savings or Narmada Bonds (of minimum one year time limit)	---
(i)	નાની બચત રૂપે અથવા નર્મદા નિગમની બાંધી મુદતથી થાપણ સ્વરૂપે (ઓછામાં ઓછી એક વર્ષની મુદત વાળી)
(ii)	To deducted from bills	...2.5% Rs. 14332/-
(ii)	ચાલુ બિલોમાંથી કરવાની કપાત
(iii)	Performance bond of Schedule bank	...5%...
(iii)	અનુસુચિત બેન્કનું પરફોરમન્સ બોન્ડ	રૂ. 28664/-
	Total એકંદર	...10% રૂ. 57329/-
(6)	Time allowed for completion of the work from the date of written order to commence કામ શરૂ કરવાના હુકમ મળ્યા તારીખથી કામ પુરું કરવા માટેનો મળવાપાત્ર સમય	Three months
(7)	Other details – અન્ય વિગતો	E - Tendering System
(i)	Date on or before which the tender must reach the office	
(૧)	કચેરીમાં ટેન્ડર પહોંચતું કરવાની તારીખ	
(ii)	Mode of sending the tender	
(૨)	ટેન્ડર મોકલવાની પદ્ધતિ	
(b)	Tenders sent by ordinary post will be Outright rejected.	
(iii)	Description essential to be made on sealed cover	
(૩)	મહોરબંધ કવર પર દર્શાવવાની જરૂરી વિગત	
(iv)	Mode of quoting rate in Schedule 'B'	
(૪)	અનુસુચિ 'ખ' માં ભાવ ભરવાની રીત	

Note : The normal rate of Security Deposit is 5 percent for works upto Rs. 15 lacs and further 5% as performance bond- for works above Rs. 15 Lacs. Out of 5 % of Security Deposit 50% is Payable at the time to acceptance of tender and the balance by deduction from progress bills.

DATA SHEET For B-1 E-Tendering

(A) Details of Tender Item :

S.N.	Name of Work	Estimated Tender Value (Rs. In	EMD Rs.	Tender fee Rs.	Total Security Deposit	Period for Comp. of Work
1	2	3	4	5	6	7
	E-TENDER FOR PROVIDING AND LAYING BLOCK PAVING AT PARKING OF THE SARJAN APPARTMENT WARD NO.3 BILIMORA TA-GANDEVI, DIST-NAVSARI.	573298.00	5732.00	900.00	28664.00	3 Month

(B) Eligibility :

(C) Schedule for e-tendering is fixed as under :

- (i) Site visit (if any) : On Date ----/----/----- Hrs.
Venue :-----
- (ii) Downloading of tender documents From Date 18/06/2026 To 02/07/2026
Start & End Date Till 18.00 Hrs.
- (iii) Online submission of bid From Date 18/06/2026 To 02/07/2026
Till 18.00 Hrs.
- (iv) Submission of EMD, Tender fee and other Documents in physical form during office From UP TO Date 09/07/2026
Bid opening Authority Till 18.00 Hrs.
- (v) Online opening of Bid On Date 10/07/2026 at 12.00 Hrs.
.
Venue : P.W.D./ BILIMORA MUNICIPALITY
OFFICE Bilimora
Phone No. 02634-278611
- (vi) Bid Validity Period 90 days from the end date of downloading bids
- Bidders can download the tender documents free of cost from the website , <http://www.nprocure.com>
Bidders have to submit bid in Electronic format only on above mentioned website till the Date & Time shown above.
 - Offers in physical form will not be accepted in any case.

Bidders who wish to participate in online tenders will have to procure/ should have legally valid Digital Certificate (Class-III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contract (n) code solution- a division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.

- (D)** (i) Bid Inviting Authority Chief officer ,Bilimora municipalty, Bilimora.
(ii) Bid Opening Authority Chief officer ,Bilimora municipalty, Bilimora.
- (E)** Mode of Quoting Rates Percentage premium or rebate in words and figures at the end of Shedule-B

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બાં.વિ.૨૮૬-ઈ અને જી. (સુધારેલ)

PERCENTAGE TENDER AND CONTRACT FOR WORKS

કામો માટેનું ટકાવારી - દરવાજું ટેન્ડર અને કંટ્રાક્ટ

ADDITIONAL INSTRUCTIONS TO PERSONS TENDERING : ટેન્ડર ભરનારને વધારાની સૂચનાઓ

1. **Competency of Tenderer** - No contract will be awarded except to responsible bidders capable of performing the class of work contemplated. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within the time stipulated. Contractor may be required to furnish the department with the statement as to their experience and their financial status.
2. Tenderer will be deemed to have inspected the site and to have satisfied as to the nature of all works, all existing roads, water-way and other means of communication and access to and from the site and work and the building that may be required for temporary purpose in connection with the construction, completion and maintenance of the works and must make his own enquiries as to work, yard sites and depot, and dumps and as to acquisition of such additional sites and areas as may be necessary for temporary purpose for constructing, completing and maintaining the works.
- 2.1. The tenders shall be received only under "Registered Post" No other system, namely receiving of tenders by Hand Delivery 'or' by Express Delivery 'or' in person, should be adopted under any circumstances. (Vide GR No. TNC - 1S72 (106)-C, dated 12-2-74).
 - (i) : Late tenders (i.e. tender received after the specified time of opening), delayed tenders (i.e. tenders received before the time of opening but after due date and time of receipt of tenders) and post tenders offers shall not be opened and considered at all.
 - (ii) : The tenders received (by registered post) after time & the date specified in the tender notice shall not be received by the concerned office from the postmen, for which, date and time may be recorded on the cover of the tender as to when tender was refused by the Divisional Accountant or the Divisional head or any other person In-charge.
 - (iii) : Necessary records should be maintained for refusal of such tenders in the registers for receiving tenders and should be initialed by the concerned Executive Engineer.
3. **Payment** - The tenderer must understand clearly that the rates quoted are for completed works and include all costs due to labour, scaffolding plant, supervision, service work, power, royalties and octroi etc., and to include all extras to cover the cost of night work if and when required and no claim for additional payment beyond the price/rates quoted will be entertained and the tenderers will not be entitled subsequently to make any claim on the ground of misrepresentation or on the ground that he was supplied with information given by any person (whether the member is the employee of Public Works Department or not). Any failure on his part to obtain all necessary information for the purpose of making his tender and filling the several prices and rates therein shall not relieve him from any risks or liabilities arising out of or consequent upon the submission of the tender.
૩. ચુકવણી - ટેન્ડર ભરનારે એ વાત સમજી લેવી રહેશે કે તેણે ટાંકેલા દર પૂરાં થયેલા કામ માટેના છે અને તેમાં મંજૂરી, પાલાખ, પ્લાન્ટ, દેખરેખ, સરવીસ - કામગીરી, વીજળી, રોયલ્ટી અને ઓક્ટ્રોય વગેરે અંશે તમામ ખર્ચનો તથા જરૂરી જણાય તો અને ત્યારે રાતપાળીના કામને આવરી લેવા બધા જ વધારાના ખર્ચનો સમાવેશ થશે અને ટાંકેલા ભાવ કે દર કરતાં વધારાની કોઈ સુચવણી અંગેના તેમના કોઈ દાવા ધ્યાનમાં લેવાશે નહિ અને ટેન્ડર ભરનાર ખોટી રજૂઆતને કારણે અથવા કોઈ વ્યક્તિએ (પછી તે બાંધકામ વિભાગનો કર્મચારી હોય કે ન હોય) તેમને આપેલી માહિતીના આધારે પાછળથી કોઈ દાવા રજૂ કરવા હકદાર રહેશે નહીં. તેમનું ટેન્ડર ભરવા તથા તેમાં જુદા જુદા ભાવ અને દર ભરવા માટે જરૂરી એવી તમામ માહિતી પોતાના પક્ષે ન મેળવી શકવાને કારણે પોતે ટેન્ડર રજૂ કરવાને લીધે અથવા તેમાંથી ઉભાં થતાં કોઈ જોખમો કે જવાબદારીઓમાંથી છટકી શકાશે નહિ.
4. **Tender Forms** - Every 'blank' in the form of the tender and in the schedule must be filled up by the tenderer and must return the document sent herewith.
5. **Erasures** - Persons tendering are informed that no erasures or alterations by them in the text of the document sent herewith will be allowed and any such erasures or alterations will be disregarded. If there is any error in his writing, no overwriting should be done, the wrong word or a figure should be struck out and the correct one written above or near it in unambiguous way. Each correction should be initialed.
૫. છેકછાક - ટેન્ડર ભરનારને જણાવવામાં આવે છે કે આ સાથે મોકલેલા દસ્તાવેજોના લખાણમાં કોઈ છેકછાક કે ફેરફાર કરવા દેવાશે નહિ અને આવી કોઈ છેકછાક કે ફેરફાર ધ્યાનમાં લેવાશે નહિ, તેનાં લખાણમાં કોઈ ભૂલ હોય તો તેના પર ન ઘૂંટતા ખોટા લખાણ કે આંકડા પર છેકો મારીને સાચું લખાણ કે આંકડા ઉકલે તે રીતે લખાવા. પ્રત્યેક સુધારા પર ટુંકી સહી કરવી.

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહીSignature of the Chief Officer :
ચીફ ઓફીસર ની સહી

Contractors to please read this Carefully : કંટ્રાક્ટરોએ નીચેની કાળજીપૂર્વક વાંચવા વિનંતી છે.

1. The percentage in Schedule 'B' must be given in words and figures. Amount thus worked out must also be entered in column and grand total of amount must be struck out by the tenderer.
૧. વધુ કે ઓછાની ટકાવારી દર શબ્દો તેમજ આંકડામાં આપવા. ટેન્ડર ભરનારે આ રીતે બનતી રકમ પણ ખાનામાં નોંધવી અને રકમનો કુલ સરવાળો મુકવો.
2. If the tender is taken in favour of the company, a power of attorney in favour of the person who may have signed the tender for the company must accompany the tender
૨. કોઈ કંપનીને નામે ટેન્ડર લેવામાં આવ્યું હોય તો કંપની વતી ટેન્ડર પર સહી કરનાર વ્યક્તિને અધિકૃત કરતું મુખત્યારનામું ટેન્ડર સાથે રજૂ કરવાનું રહેશે.
3. Solvency certificate of a Bank or a Revenue Officer of an amount up to 20% of the tendered cost plus the amount of works on hand still to be executed will have to be produced by the contractor.
૩. ટેન્ડરમાં ભરેલ કુલ ખર્ચ વત્તા બાકી હોય તેવા હાથ ધરેલાં કામની રકમના ૨૦ ટકા જેટલી રકમ અંગે બેંકનું અથવા મહેસુલી અધિકારીનું દારપણા અંગેનું પ્રમાણપત્ર કંટ્રાક્ટરે રજૂ કરવાનું રહેશે.
4. Challan for earnest money @ 1% of the estimated cost must accompany the tender. Tenderer may pay earnest money up to Rs. 50,000 in cash or in the form of Crossed Demand Draft or fixed deposit of fixed deposit at-ca!! receipts with a validity period of not less than six months of Nationalized or Scheduled bank or Narmada/ Shrinidhi F.D. Rs. drawn in favour of Executive Engineer/Divisional Officer concerned. Earnest money by cheque & Bank Guarantee shall not be accepted, (vide R & B D G. R. No. TNC/1090/(100) (4)-C, dated 4-11-2000
The Contractors who have secured exemption certificate for payment of earnest money by depositing Lump Sum earnest money Deposit need not pay earnest money, but produce the certified copy of the exemption certificate along with the tender.
If the contractor does not turn up to pay the Security Deposit and execute contract agreement within specified (or extended) time after intimation to him about acceptance of his offer, the earnest money paid for this work will be forfeited and according to Clause-1 of this tender form tenderer's tender shall be rejected and then according to aforesaid provision of tender, action to blacklist the Contractor will be initiated without Delay. (Vide R & B D G.R. No. Misc. -1097-90-1 091. '97-ZJ C dated 4-1 0-97)

BANK GUARANTEE

- Where as M/S.....(hereinafter called the Tenderer) is desirous and perfered to tender for works in accordance with the terms and condition of tender for the work of and where as we, Bank, agree to give the tenderer a guarantee for the work Earnest Money.*
- 1 *Therefered to we hear by affirm than we are guarantors on behalf of the tender up to repees (in words) Rs. (in figures) and we undertake to pay to Chief officer..... Bilimora municipality the (Name of Govt. previou notice of judicil or to be speeified) up to his first written demand without demur,without deley and without the necessity of a previous notice of judicial or administrative procedures and without the necessity to prove the bank ahe defects or shortcoming or debit of the contractor any sue within the limit of Rs.....*
 - 2 *we fathar agree that the guarantee hrrein contained, shall remain in full force and effect during the period that would be taken for the acceptance of tender.
However, unless a demand claim under this guarantee is made on us writing on or befor the (Date to be specified – we not be less than 180 days from the stipulated date of receiving the tender)we shall be discharged from all liabilities under the guarantee thereafter.*
 - 3 *we undertake not to revoke the guarantee during it currency except with the previous consent of the Chief officerBilimora municipalityin writing.*
 - 4 *We lastly Undertake not to revorke the guarantee for any charge in constitution of the Tenderer or of the Bank date
Signature & Seal of Guarnator
Bank Address.....*
 5. The contractor shall have to furnish PIAN and intimate I.T. ward under which he is assessed.
 ૫. કંટ્રાક્ટરે તેનો ઈન્કમટેક્સ સબંધિત .બદ તથા જે ઈન્કમટેક્સ વોર્ડમાં જે હેઠળ તેની આકારણી થતી હોય તેની વિગતો રજૂ કરવાની રહેશે.
 6. Copies of certificate as regards previous experience, if any, must accompany the tender.
 ૬. અગાઉનો કોઈ અનુભવ હોય તો તે અંગેના પ્રમાણપત્રની નકલો ટેન્ડરો સાથે રજૂ કરવાની રહેશે.

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

7. Declaration showing all works on hand with the Contractor and the value of works that remains to be executed in each case must accompany the tender.
૭. દરેક કેસમાં કંટ્રાક્ટરના હાથ પરના બધા કામ અને કરવાના બાકી હોય તેવા કામના મુલ્ય અંગેનો એકરાર ટેન્ડર સાથે રજુ કરવાનો રહેશે.
8. All pages of Schedule 'A' and 'B' and specifications should be initialed by the Contractor.
૮. અનુસૂચિ ક અને ખ ના તમામ પાના અને વિગતો પર કોન્ટ્રાક્ટરે ટુકી સહી કરવી.
9. All corrections, erasures and overwriting should be initialed by the Contractor.
૯. તમામ સુધારા, છેકછાક અને ઘૂટેલા લખાણ પર કોન્ટ્રાક્ટરે સહી કરવી.
10. **Discrepancies and adjustment of Errors :** :
Any error in quantity or amount in Schedule 'B' showing items of work to be carried out shall be adjusted in accordance with the following rules.
(a) In the event of a discrepancy between description in words and figures quoted by a tenderer in the rates column, the description in words shall prevail.
(b) In the event of an error occurring in the 'amount' column of the Schedule 'B' showing items of work, as a result of wrong multiplication of the unit rate and quantity; the unit rate shall be regarded as firm and multiplication shall be amended on the basis of the rate.
(c) All errors in totaling in 'amount' column in carrying forward totals shall be corrected.
(d) Any rounding of amount against "items" or in "totals" shall be ignored
The tendered sum so altered shall for the purpose of the tender be substituted for the sum originally tendered and considered for acceptance.
10. (i) It may please be noted that the tender will be considered as invalid, especially, if the requirements as per instruction No. 1 to 10 above are not complied with before submitting the tender. Also please read carefully the face sheet and 'General Rules and Directions for the guidance of contractor's of this form.
(ii) Right is reserved to reject any or all tender(s) without assigning any reason (s) therefore.
- 10-A The tender documents shall have to be filled in either in ink or by ball pen
11. In addition to the above, the tender will also be liable to be rejected outright it-
(i) The tenderer proposes any alteration in the work specified or in the time allowed for carrying out the work or any condition or correction made in. any code or rfode of Schedule 'B' or specifications.
(ii) any of the page of the tender is / are removed or replaced
(iii) all corrections, additions or pasted slips are not initialed by the tenderer.
(iv) any erasure is made by him in the tender and,
(v) The tenderer or in the case of a firm, each partner or the person holding the power of attorney thereof does not sign or signature is / are not attested by a witness on page 1 5 of the tender in the space provided for the purpose.
12. A certificate of registration as approved contractor should be attached with tender.
- (૧૨) માન્ય કંન્ટ્રાક્ટર તરીકે નોંધણીનું પ્રમાણપત્ર ટેન્ડર સાથે જોડવું.
૧૨-ક જે તે વર્ગમાં નોંધાયેલ મંજુર સહકારી મંડળીઓ નીચે દર્શાવેલ નાણાંકીય મર્યાદા સુધીની કિંમતનાં, મહદ અંશે મંજુરીનું પ્રમાણ ધરાવતાં બાંધકામમો મંજુર થયેલ કે તેથી ઓછા દરે મેળવવાપાત્ર થશે.

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

સહકારી મંડળીઓને કામ આપવાના હોય ફક્ત ત્યારે લાગુ પડતી વધારાની સુચનાઓ.

- (૧) મંજુર કરેલ કિંમતની માહિતી સહિત હાથ પરનાં બાંધકામોની યાદી.
કુશળ મજુર સહકારી મંડળીનું કાર્યક્ષેત્ર સમગ્ર જિલ્લામાં રહેશે.
જ્યારે સક્ષમ મજુર સહકારી મંડળી તાલુકા કે જિલ્લામાં કામો રાખવા આગળ ન આવે તેવા કિસ્સામાં કામ ઉચ્ચ વર્ગીકરણ ધરાવતી જિલ્લાની મજુર સહકારી મંડળીને કામ આપી શકાશે.
ઉપરની સઘળી બાબતો રાષ્ટ્રીય ધોરીમાર્ગના કે વિશ્વ બેંક સહાયિત કામોને લાગુ પડશે નહિ. ઉપરાંત જે કામોમાં ૨૫ ટકાથી ઓછો મજુરીનો હિસ્સો હોય તેવા કામો મંડળીઓને છુટછાટ ધોરણે આપવામાં આવશે નહિ.
આ ઉપરાંત નીચે મુજબ કામ ફાળવવા પાત્રતા ગણાશે.

નોંધણી વર્ગ	મંજુર દરે કેટલી કિંમતનું કામ ફાળવાશે	નોંધણી વર્ગ	મંજુર દરે કેટલી કિંમતનું કામ ફાળવાશે
અ	રૂ. સાત લાખ સુધી	ક	રૂ. બે લાખ સુધી
બ	રૂ. ચાર લાખ સુધી	ડ	રૂ. સાઈઠ હજાર સુધી

ઉપર્યુક્ત કિંમત સંબંધી મર્યાદા સમગ્ર કામની મંજુર થયેલ કિંમત અંગેની છે. જે કામના ભાગલા પાડવામાં આવ્યા હોય ત્યારે લાગુ પડતી નથી. હાથ પરના સઘળા કામોની મંજુર થયેલ કિંમત તથા વિચારણા હેઠળના કામની કિંમત સહિત કામોની કુલ કિંમત, સહકારી મંડળી જે વર્ગમાં રજીસ્ટર થઈ હોય તેની નાણાંકીય મર્યાદાથી ત્રણ ગણી રકમ કરતાં વધતી ન હોય તો જ સહકારી મંડળી વિચારણા હેઠળનું કામ મેળવવા હકકદાર થશે.

આ ઉપરાંત નીચે મુજબનાં ખાસ પ્રકારનાં તેમજ વધુ માલસામાન વપરાતો હોય તે પ્રકારનાં નીચે જણાવેલ કામો પણ મજુર સહકારી મંડળીને આપવાપાત્ર નથી.

- (૧) માલસામાન વહન અંગેના.
- (૨) પાતાળકુવા શારકામ અંગેના.
- (૩) ઉત્પાદિત માલસામાન કે અન્ય માલસામાનની ખરીદી કે પુરા પાડવા બાબત.
- (૪) પેસ્ટ કન્ટ્રોલ, વોટર પ્રુફીંગ તથા કલર કામો જેવા ખાસ પ્રકારનાં કામો.
- (૫) હોટમીક્ષ પ્લાન્ટ અને પેવર ફીનીશરનાં કામો.
- (૬) ગ્રીલ, એક્ષપીએસ, શટર્સ, બારીઓનાં ગ્લાસ પેનલ, ચેઇનલીઝ, બાઉન્ડ વાયર ફેન્સીંગ તેમજ આ પ્રકારનાં અન્ય કામો જેમાં મોટા પ્રમાણમાં માલસામાન વપરાતો હોય.

(આધાર જાહેર બાંધકામ નિયમ સંગ્રહ ભાગ-૧ નો ફકરો ૨૦૪ તથા મા.વિ.નાં તારીખ- ૧૯-૬-૮૮ તથા ૩-૨-૨૦૦૦ તથા તા. ૨૦-૭-૨૦૦૨ નાં ઠરાવો)

Tender documents for work as specified on page number one of this Booklet

DECLARATION FORM – એકરારનું ફોર્મ

- (i) I/We hereby declare that I/we have visited the site and fully acquainted myself/ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting this tender.
(૧) હું/ અમે આથી એકરાર કરું છું /કરીએ છીએ કે આ ટેન્ડર રજુ કરતા પહેલા મેં./અમે સ્થળની મુલાકાત લીધી છે અને કામને લગતા માલસામાન, મજુરી અને બી બાબતોને લગતી સ્થાનિક પીરસ્થિતિની જાત – માહિતી મેળવી છે.
- (ii) I/We hereby declare that I/We have carefully studied the conditions of contract, specifications and other documents of this work and agree to execute the same accordingly.
(૨) હું/ અમે આથી એકરાર કરું છું /કરીએ છીએ કે આ કન્ટ્રાક્ટરની શરતોની વિગતો અને ટેન્ડરને લગતા દસ્તાવેજો કાળ પુર્વેક અભ્યાસ કર્યો છે અને તે મુજબ તેનો અમલ કરવા સંમત છું./છીએ.
- (iii) We agree to receive payments, if delay is due to late receipt of grant -in-aid from Government for panchayat works. (Applicable to panchayat works only)
(૩) જિલ્લા પંચાયત તરફથી ઠરાવના કામો અંગે સરકારથી તરફથી સહાયક અનુદાન મળવામાં વિલંબ થવાના કારણો જો કરેલ કામો અંગે ચુકવણી કરવામાં વિલંબ થાય તો તે ચુકવણી વિલંબથી લેવામાં અમારી સંમત છે (ફક્ત પંચાયતના કામો માટે જ આ લાગુ પડશે).

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

- (ii) I/We hereby declare that my/our near relative are not working in this Division or in its sub-division as an Ex. Engineer, Deputy Executive Engineer, Assistant Engineer, Additional Assistant Engineer, overseer, Divisional Accountant, Store Keeper, Manager of Atithi / Vishram Gruha and in the circle as a Superintending Engineer in addition for Panchayat works not working nor having posting as chairman of RW. committee or as incumbent in Jilla Panchayat at today.
(૪) હું/ અમે આથી એકરાર કરું છું / કરીએ છીએ કે મારા / અમારા ન કના સગા આ વિભાગીય કચેરીમાં તેમજ તે હેઠળની પેટા વિભાગીય કચેરીઓમાં કાર્યપાલક ઈજનેર, નાયબ કાર્યપાલક ઈજનેર, મદદનીશ ઈજનેર, અધિક મદદનીશ ઈજનેર, ઈજનેર ઓવરસીયર, વિભાગીય હિસાબનીશ સ્ટોરકીપર, અતિથિ /વિશ્રામગ હના મેનેજર તથા વર્તુળ કચેરીમાં અધિક્ષક ઈજનેરશ્રી તરીકે તથા તે ઉપરાંત પંચાયતના કામો માટે લલા પંચાયત બાંધકામ સમિતિના ચેરમેન કે લલા પંચાયતના અન્ય પદાધિકારી તરીકે હાલ ટેન્ડર ભરવાની તારીખે કામ કરતા નથી, કે હોદ્દો ધરાવતા નથી.

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

1. All works proposed to be executed by the contractor shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.
- (૧) કંટ્રાક્ટર દ્વારા કરવા વિચારેલ તમામ કામની જાહેરાત કાર્યપાલક ઈજનેરની કચેરીમાં લટકાયેલ બોર્ડ પર ચોટાડેલ ઈજનેરની સહીવાળા ટેન્ડર મંગાવતા ફોર્મ દ્વારા કરવામાં આવશે.
This form will state work to be carried out as well as the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be paid by the successful tenderer and percentage, if any, to be deducted from bill. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawing and estimated rates, and any other documents required in connection with work which shall be signed by the Executive Engineer for the purpose of identification shall also be open for inspection by Contractor. at the office of the Executive Engineer during office hours.
હાથ ધરાવના કામની તેમજ ટેન્ડર મોકલવાની અને ખોલવાની તારીખો અને કામ પુરુ કરવા માટે આપવામાં આવતી મુદતની જાણ ફોર્મમાં કરાશે. વળી ટેન્ડર સાથે અનામત મુકવામાં બાનાની રકમ અને જેનું ટેન્ડર સ્વીકારાય તેણે જામીન અનામત પેટે મુકવાની રકમ અને બિલોમાંથી કપાત કરવાની કોઈ ટકાવારી હોય તો તે પણ દર્શાવવામાં આવશે. વળી પથ્થરની ખાણ અંગેની ફી રોયલ્ટી, ઓક્ટ્રોયની લેણી રકમ અને જમીન ભાડાની રકમ રીફન્ડ મળશે કે કેમ તે પણ તેમાં જણાવવામાં આવશે. વિગતો ડીઝાઈનો, ડ્રોઈંગ અને અંદા દર, અનુસૂચિ દર અને કામ અંગે જરૂર હોય એવા જેના ઉપર ઓળખ માટે કાર્યપાલક ઈજનેર સહી કરશે. એવા કોઈ દસ્તાવેજોની નકલો કચેરીના સમય દરમ્યાન કાર્યપાલક ઈજનેરની કચેરીએ કંટ્રાક્ટરોને જોઈ જવા માટે રાખવામાં આવશે.
Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the Governor of Gujarat, such specifications with designs and drawing shall form part of the accepted tender.
કંટ્રાક્ટરે ભલામણ કર્યો મુજબના અને ગુજરાતના આવી રાજ્યપાલ વતી સત્તા અધિકારીએ મંજૂરી કરેલ વિગત મુજબ કામ ધરવાનું વિચાર્યું હોય ત્યાં ડીઝાઈનો અને ડ્રાઈંગ સહિતની આવી વિગતો સ્વીકૃત ટેન્ડરનો ભાગ બની રહેશે.
2. In the event of tender being submitted by a firm. It must be signed separated by each partner thereof or in event of the absence of any partner it shall be signed on his behalf by person holding a power of attorney authorising him to do so. Details of partners will be furnished in Annexure-I along with the copy of partnership deed.
૨. કોઈ એક પેઢી તરફથી ટેન્ડર રજુ થયું હોય ત્યારે તેના ભાગીદાર અલગ રીતે સહી કરવી અથવા ભાગીદાર ગેરહાજ હોય ત્યારે તેના વતી તેના પર સહી કરવા અધિકૃત કરતું મુખત્યારનામું ધરાવતી કોઈપણ વ્યક્તિએ તેના પર સહી કરવાની રહેશે. ભાગીદારોની વિગત પરિશિષ્ટ - ૧ માં ભાગીદારી ખતની નકલ સાથે આપવાની રહીશે.
3. Receipts for payment made on account of any work, when executed by a firm, shall also be signed by all the partners except where the Contractors are described in their tender as a firm in which case the receipts shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
૩. કોઈ પેઢીએ કામ કરી આપ્યું હોય ત્યારે તે કામ પેટે કરાયેલ ચુકવણીની પહોંચો પર પણ બીજા ભાગીદારીઓએ સહી કરવાની રહેશે. પરંતુ જે ટેન્ડરમાં કંટ્રાક્ટરોને એક પેઢી તરીકે દર્શાવ્યા હોય ત્યારે એ પેઢી વતી એના કોઈ ભાગીદાર કે પેઢી વતી પાકી પહોંચ આપવાને અધિકૃત એવી બી કોઈ પણ વ્યક્તિ એ પહોંચો પર સહી કરવાની રહેશે.

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

૫. ટેન્ડર ખોલતી વખતે ફક્ત ટેન્ડર ભરનાર ઈજારદારો અથવા તેમના અધિક ત પ્રતિનિધિઓને જ હાજર રહેવા દેવામાં આવશે. તે સિવાયના અન્ય કોઈ ઈજારદારોને હાજર રહેવા દેવામાં આવશે નહીં. જો ટેન્ડર ભરનાર એક પણ ઈજારદાર કે તેમના અધિક ત પ્રતિનિધિઓ હાજર ન હોયતો ટેન્ડર ખોલનાર અધિકારી ઉપરાંત ઓછામાં ઓછા એક વધુ અધિકારી કે સંબંધિત સરકારી કચેરીના સિનીયર અધિકારીની હાજરીમાં ટેન્ડર ખોલવામાં આવશે આવા પ્રસંગે ટેન્ડર ન ભર્યું હોય તેવા અન્ય ઈજારદાર કે તેઓના પ્રતિનિધિઓને હાજર રહેવા દેવામાં આવશે નહીં. (પરિપત્ર ક્રમાંક ટીએનસી - ૧૦૮૩-સ,તા. ૦૬/૦૭/૮૩). ટેન્ડર ખોલનાર અધિકારી જુદા જુદા ટેન્ડરોની રકમ યોગ્ય ફોર્મના તુલનાત્મક પત્રમાંનોંધશે. ટેન્ડર સ્વીકારતા કંટ્રાક્ટરે તેની ઓળખ સાથે આ ટેન્ડરમાંજણાવેલ વિગતો અને બીજા દસ્તાવેજોની નકલો ઉપર સહી કરવાની રહેશે. ટેન્ડર સ્વીકારવામાં ન આવે ત્યારે ટેન્ડર ભરનાર કંટ્રાક્ટર નાણા પરત મળ્યાની પહોંચ આપે એટલે એમણે ભરેલી બાનાની રકમ તેમને રીફન્ડ કરવા વિભાગીય અધિકારી સંબંધિત તિજોરી અધિકારીને અધિક ત રહેશે.
6. The officer competent to dispose off the tenders shall have the right of rejecting all or any of the tenders.
૬. ટેન્ડરોનો નિકાલ કરવાની સત્તા ધરાવતા અધિકારીને બધા અથવા કોઈપણ ટેન્ડરનો અસ્વીકાર કરવાનો અધિકાર રહેશે.
7. No receipt for any payment alleged to have been made by a Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.
૭. આ ટેન્ડર કે કંટ્રાક્ટને લગતી કોઈપણ બાબત કંટ્રાક્ટરે કરેલી કહેવાથી કોઈ ચુકવણીનો પહોંચ પર કાર્યપાલક ઈજનેરની સહી ન હોય તો તે પહોંચ કાયદેસર અને સરકાર બંધન કતો રહેશે નહિ.
8. The memorandum of the work to be tendered for and the schedule of materials to be supplied by Public Works Department and there rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said officer to have it done before he completes and delivers his tender.
૮. ટેન્ડરનું ફોર્મ આપતા પહેલા કાર્યપાલક ઈજનેરની કચેરીએ જે કામના ટેન્ડર માંગવામાં આવે તે કામોની યાદી બાંધકામ વિભાગે પુરા પાડવાના માલસામાનની અનુસૂચિ અને તેના દર ટાંકીને ફોર્મ સંપુર્ણ પછે ભરી આપવાનું રહેશે. ટેન્ડર ભરવા માંગતા કોઈ કંટ્રાક્ટરને અપાયેલુ આવુ ફોર્મ પંમાણે સંપુર્ણ પછે ભર્યું ન હોય તો પોતે પોતાનું ટેન્ડર પુરેપુરું ભરીને સોંપે તે પહેલા ઉપર મુજબ કરી આપવાની તેમણે ઉક્ત કચેરીને વિનંતી કરવાની રહેશે.
9. Under no circumstances shall any Contractor be entitled to claim enhanced rate for any items in this contract.
૯. કોઈ પણ સંજોગોમાં આ કંટ્રાક્ટમાની કોઈપણ બાબતો માટે કોઈ કંટ્રાક્ટરને વધુ ભાવ મંગાવવાનો રહેશે નહીં.
10. Every contract shall, unless exempted in writing by the Superintending Engineer concerned, produce along with this tender a solvency certificate of his financial ability from the Collector of the district within which he resides or a Banker's certificate. If he fails to produce such a certificate his tender will not be considered.
૧૦. સંબંધિત અધિકાર ઈજનેર લેખિત મુક્તિ આપી હોય તે સિવાય, દરેક કંટ્રાક્ટરે પોતે જે જ્લામાં રહેતા હોય ત્યાના કલેક્ટર પાસેથી દારપણાનું પંમાણપત્ર અથવા તેની આર્થિક સધ્ધરતા અંગેનું બેંકરનું પ્રમાણપત્ર પોતાના ટેન્ડર સાથે રજુ કરવાનું રહેશે. આવુ પ્રમાણપત્ર રજુ કરવામાં તે નિષ્ફળ જશે તો તેમનું ટેન્ડર ધ્યાનમાં લેવાશે નહીં.
11. All corrections and additions or pasted slips should be initialed.
૧૧. તમામ સુધારા, વધારે કે ચોટાડેલી કાપલીઓ પર ટુંકી સહી કરવાની રહેશે.
12. The measurements of work will be taken according to the usual method in use in the Public Works Department and no proposals to adopt alternative methods will be accepted. The Executive Engineer's decision as to what is the usual method in use in the Public Works Department will be final.
૧૨. કામના માપ બાંધકામ વિભાગોની રાબેતા મુજબની પધ્ધતિ અનુસાર લેવામાં આવશે અને વૈકલ્પિક પધ્ધતિઓ અપનાવા અંગે કોઈપણ દરખાસ્ત સ્વીકારાશે નહીં કઈ પધ્ધતિ બાંધકામ વિભાગની રાબેતા મુજબની પધ્ધતિ છે તે અંગેના કાર્યપાલક ઈજનેરનો નિર્ણય આખરી ગણાશે.

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

13. The Insurance Company's bond will not be accepted against the security deposit.
 ૧૩. વીમા કંપનીનું બંધ જામીન અનામત સામે સ્વીકારવામાં આવશે નહીં.
- 13A. In the event of any error or discrepancy in write up of tender documents the contractor will not take any undue advantage or: such error or discrepancy and Engineer-in-charge shall have powers to interpret and decide correct meaning of contradictory erroneous writing.
14. The Contractor will have to construct a shed for storing controlled and valuable materials issued to him under schedule 'A' of the agreement at work-site having double locking arrangement. The materials will then be taken for use in the presence of the Department person. No materials will be allowed to be removed from the site of work.
૧૪. કરારની અનુસૂચિ ક ડેકળ કંટ્રાક્ટરને આપવામાં આવેલ નિયંત્રણ અને કિમતી માલસામાન કામના સ્થળે રાખવા માટે તેમણે બેવડા તાળાની વ્યવસ્થાવાળી એક છાપરી બાંધવાની રહેશે તે પછી વિભાગની કોઈ વ્યક્તિની હાજરીમાં ઉપયોગમાં લેવા માલસામાન તેમાંથી બહાર કાઢવાનો રહેશે. કામની સથળેથી કોઈપણ માલસામાન ખસેડવા દેવાશે નહીં.
15. No foreign exchange will be released by the Department for the purpose of plant and machinery required for the execution of the work contracted for.
૧૫. જેને માટે કંટ્રાક્ટ અપાયો હોય તે કામ કરવા માટે જરૂરી પ્લાન્ટ અને યંત્ર સામગ્રી માટે જાહેર બાંધકામ વિભાગ કોઈ જ વિદેશી હુડિયામણ છુટું કરશે નહીં.
16. Controlled materials (Essentiality Certificate) : ૧૭. નિયંત્રણ માલસામાન (આવશ્યક પ્રમાણપત્ર) (i) As regard controlled materials, the Public Works Department will help to arrange for the permit as far as possible and help the Contractor in securing the same. All incidental charges met with in procuring these materials shall be borne by the Contractor himself. Though the Public Works Department will help to arrange for the permit as far as possible and help the Contractor in obtaining the materials, it shall not accept any responsibility for any loss or damage on account of delay caused to the Contractor while obtaining the same.
 (૧) નિયંત્રિત માલસામાન પૂરતું બાંધકામ વિભાગ શક્ય તેટલી રીતે પરમિટ માટે ની વ્યવસ્થામાં મદદ કરશે અને તે સુનિશ્ચિત કરવામાં કંટ્રાક્ટરને મદદ કરશે. આ માલસામાન મેળવવામાં થયેલ તમામ આનુષંગિક ખર્ચે કંટ્રાક્ટર પોતે ભોગવશે. બાંધકામ વિભાગ પરમિટ મેળવવા અને તેટલી મદદ કરશે. અને માલસામાન મેળવવામાં કંટ્રાક્ટરને મદદ કરશે. તે છતાં કંટ્રાક્ટરને તે મેળવવામાં કોઈ વિલંબ કે નુકસાન માટે જાહેર બાંધકામ વિભાગ જવાબદાર લેખાશે નહીં.
 (ii) The contractor shall submit to the Executive Engineer on close of every calendar month the monthly returns in the prescribed forms as to the receipts and actual use of the controlled materials during the month.
 (૨) દરેક અંગે મહિનાને અંતે કંટ્રાક્ટરે મહિના દરમિયાન નિયંત્રિત માલસામાનની આવક અને ખર્ચે વપરાશ અંગે નિયત ફોર્મ મુજબના માસિક નિયતપત્રકો કાર્યપાલક ઈજનેરને મોકલવાના રહેશે.
 (iii) The contractor shall permit Executive Engineer or his representative to inspect the stock of the controlled materials stored by him at any time whenever the Executive Engineer or his representative so desire (s)
 (૩) કાર્યપાલક ઈજનેર અથવા તેના પ્રતિનિધિઓ જ્યારે ઈચ્છે ત્યારે કંટ્રાક્ટરે તેમણે સંગ્રહી રાખેલો નિયંત્રિત માલસામાનનો સ્ટોક કોઈ પણ વખતે તપાસવામાં દેવાનો રહેશે.
17. The tender for the work shall remain open for a period of (90/120*) days from the stipulated date of receiving of the tenders for this work and that the tenderer shall not be allowed to withdraw or modify the offer on his own after handing over the tender to postal authorities for dispatch. During this period if any tenderer withdraws or makes any modifications or additions in the terms and conditions of his tender not acceptable to the Government (Public Works Department) then the Government shall without prejudice to any right remedy, be at liberty to forfeit in full the said earnest money absolutely. In this connection G.R, R & BD No. TNC-IIB-22 (10)-C, dated 24-5-90 should be referred to.
૧૭. આ કામ માટેનું ટેન્ડર ૨ સ્ટડ ટપાલ દ્વારા ટપાલથી રવાના કરવામાં આવે ત્યારબાદ ટેન્ડર પરત સ્વીકારવાની સુચિત તારીખ થી (૯૦/૧૨૦*) દિવસ માટે ખુલ્લું રહેશે અને આ મુકત દરમિયાન આ ટેન્ડર ભરનારને આ ઓફર સ્વેછાએ પાછી ખેંચી લેવા કે તેમાં ફેરફાર કરવા દેવામાં આવશે નહીં આ સમય પહેલા જો ટેન્ડર ભરનાર તેણે ભરેલા ટેન્ડરની શરતો અને બોલીઓ પાછી ખેંચી લે અથવા તેમાં સુધારો/સુધારાઓ ઉમેરો/ઉમેરાઓ કરે જે સરકાર (જાહેરાત બાંધકામ વિભાગ) ને સ્વીકાર્ય ન હોય તો હકક કે ઈલાજના પૂર્વગ્રહ વગર સદરહુ બાનાની રકમ જપ્ત કરવાની સરકારને સંપૂર્ણ સ્વતંત્રતા રહેશે. આ માટે તા. ૨૪/૦૫/૧૯૯૦ નો મા.મ વિભાગનો ઠરાવ નં. ટી.એન.સી.આઈ-આઈ-બી-૨૨ (૧૦)-સ. જુઓ.
18. **This condition shall apply only when the work is awarded to Labour Cooperative society. (1) If the members of Labour Co-operative Societies do not work themselves and obtain commission by subletting the work, as a whole or by dividing work in Societies will not sublet the work and the work will be executed by the members other than the mebers labourers of the society.**
(2) In case where the works required to be carried out by the members labourers other than the members of the Labours Co-operative societies with the man days more than 25%, prior permission of the Executive Engineer will be necessary.
(3) The labour Co-operative Societies shall have to allow the officers of the Co-operation Department to examine for audit purpose the muster rolls as and when required.
(4) Labour Co-operative societies shall have to submit a quarterly return staing the monthly attendance of man days on the muster rolls of member labourers on each work to the District Registrar as well as Executive Engineer.
(5) If the Labour Co-operative Society is found violating the terms and conditions mentioned above the Labour Co-operative society will be liable for the cancellation of work contract and or registration as decided by the Executive Engineer. (vide GM No. LCS – 1081/ (8) – H. dated 4-6-1986)

Signature of the contractor :
 કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
 ચીફ ઓફીસર ની સહી

૧૯. રસ્તા, પુલો, મકાનોના કામનો વર્ક ઓર્ડર ઈશ્યુ થયા પછી તુર્તજ કામના સ્થળ ઉપર તે કામની નીચેની વિગતો દર્શાવતુ બોર્ડ ઈજારદારે પોતાના ખર્ચે પ્રદર્શિત કરવાનું રહેશે.

માર્ગ અને મકાન વિભાગ હેઠળના રૂા. ૧.૦ લાખથી વધારે કિંમતના રસ્તા/પુલો/મકાનોના કામો ઉપર કામની વિગત દર્શાવતા બોર્ડ :-

(૧) કામનું નામ(કામનો પ્રકાર) :	(૬) સુપરવાઈઝરી સ્ટાફના નામ :
(૨) વિભાગનું નામ :	(૭) કામ શરૂ કરવાની તારીખ :
(૩) પેટા વિભાગનું નામ :	(૮) કામ પુરૂ કરવાની તારીખ :
(૪) ટેન્ડરની રકમ :	(૯) કરવાના કામની ટુંકી વિગત :
(૫) ઈજારદારશ્રીનું નામ :	

રસ્તાના કામો :

— માટી કામની જાડાઈ _____ સે.મી	— મેટલના પંથમ સ્તરની જાડાઈ _____ સે.મી
— ડામરની સપાટીનું કામ _____ સે.મી	— મેટલના બીજા સ્તરની જાડાઈ _____ સે.મી
(_____ કપચી, _____ ગ્રીટ અને _____ ડામર વાપરાવાનો)	
— ડામરની સીલીંગ સરફેસનું કામ _____ સે.મી.	
(_____ કપચી, _____ ગ્રીટ અને _____ ડામર વાપરાવાનો)	

પુલના કામો :

— પુલનાં _____ લંબાઈના _____ ગાળા	— પુલનાપાયાના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી)
— પુલનાં થાંભલા/અબટમેન્ટના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી)	— સુપર સ્ટ્રક્ચરના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી)
— અન્ય વિશેષ જોગવાઈ.	

મકાનના કામો :

— પાયાના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી)	— ઈટોનાચણતર માસીમેન્ટ/રેતીનું પ્રમાણ _____ (સીમેન્ટ, રેતી)
— ભોંયતળિયાના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી)	— ભોંયતળિયે _____ સે.મી જાડાઈની _____ સે.મી સાઈઝની મોઝેક ટાઈલ્સ
— બારી બારણા — સાગી લાકડાના / સ્ટીલ ફ્રેમ અન્ય.	

આર.સી.સી. કામો :

આર.સી.સી. કામમાં કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી)

આ કામના વિગતવાર સ્પેશીફિકેશન નાયબ કાર્યપાલક ઈજનેરશ્રી, _____ પેટા વિભાગની કચેરીઓ ઓફીસના સમય દરમિયાન કોઈપણ સમયે જોઈ શકશે. આ કામની માલિકી જાહેર જનતાની છે. અને કામમા કોઈ ક્ષતિ કે અનિયમિતતા જણાય, તો તે બાબતમાં સંબંધિત અધિક્ષક ઈજનેરશ્રી, _____ વતું જોઈએ તે જોઈએની કચેરી _____ સ્થળે છે તેઓનું ધ્યા દોરવા વિનંતી છે.

કાર્યપાલક ઈજનેર,
_____ વિભાગ,

(મા.મ.વિ.ઠરાવનં.ટી.એન.સી.૧૦૮૦—સ, તા. ૧૮/૧૧/૧૯૯૧ તથા તા. ૧૭/૦૮/૨૦૦૨)

૨૦. કરારનામાં જ્યાં જ્યાં "બેન્ક" નો ઉલ્લેખ છે તે "બેન્ક" એટલે "શેડ્યુલ કે રાષ્ટ્રીયકૃત બેન્ક" જ સમજવી (મા.મ.વિ. નો તા. ૨૭/૦૮/૨૦૦૨ નો ઠરાવ ક્રમાંક ટી.એન.સી/૧૦૮૦/૧૦૦/૪) સ)

૨૧. કોન્ક્રીટ હેઠળનાં બાંધકામ મકાનોનો ઉપયોગ ઈજારદાર પોતાના મજૂરો, સ્ટાફ કે અન્ય કોઈ હેતુ માટે કરી શકશે નહીં.

જો શરતનો ભંગ કરવામાં આવશે તો માર્કેટ રેન્ટ પ્રમાણે તેટલી જગ્યાનું ભાડુ વસુલ કરવામાં આવશે.

૨૨. ટેન્ડર જોડના એનેક્સર ૫ તથા ૬ મા કોન્ક્રીટરે સાચી માહિતી કાળ પુર્વેક આપવી. આ માહિતીના આધારે કોન્ક્રીટરના ભાવો નીચા હોવા છતાં તે વિચારણા હેઠળનું કામ સમય મર્યાદામા કરી શકવા સક્ષમ છે કે કેમ અને તેની ઓફર સૌથી નીચી અને જરૂરીયાત અનુરૂપ છે કે કેમ તે બાબત નક્કી કરવામાં આવશે.

TENDER FOR WORKS - કામ માટેનું ટેન્ડર

I/ We hereby tender for the execution for the Governor of Gujarat (hereinbefore and hereinafter referred to as Government) of the work specified in the underwritten memorandum within the time specified in such memorandum at + _____ Percent below/ above the estimated rates specified in Schedule 'B' (memorandum showing item of works to be carried out) and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in this tender and in Clause 13 of the annexed conditions of contract and agree that when materials for the work are provided by Government, such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

આથી હું/ અમે અનુસુચિ 'ખ' હાથ ધરવાના કામની બાબતો દર્શાવતી યાદીમાં નિર્દેશ અંદાજી દર કરતાં + _____ ટકા નીચા ઉંચા દરે યાદીમા ઠરાવેલ મુદત ની અંદર અને આ ટેન્ડરની સાથે જોડેલી કંન્ક્રીટરોની શરતોના ખંડ ૧૩ માં જણાવેલી લેખિત વિગતો, ડીઝાઈનો, ડ્રોઈંગ અને સુચનાઓ અનુસાર બધી રાતે, નીચે જણાવેલી યાદીમાં દર્શાવેલ કામ કરવા માટે ગુજરાતના રાજ્યપાલ (જેમને અહીં અગાઉ અને હવે પછી સરકાર તરીકે જણાવેલ છે) માટે ટેન્ડર રજૂ કરું છું/ કરીએ છીએ અને તેમાટે સરકાર તરફથી માલસામાન પુરો પાડવામાં આવે ત્યારે તે માલસામાન અને તે માટે ચુકવવાના દર સાથેની અનુસુચિ ક માં જોગવાઈ ઓ કયાં મુજબની રહેશે તે મને/ કબુલ છે.

* Strike out which ever is not applicable
+ In figures as well as words

* લાગુ ન પડતું હોય તે છેકી નાંખવું.
+ આંકડા તેમજ શબ્દોમાં

Signature of the contractor :
કોન્ક્રીટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

(ક) જુદા જુદા પેટા કામોનો સમાવેશ કરાયો હોય તો તેની વિગત અલગ યાદીમાં આપવી.	(૧) સામાન્ય વર્જન	મુખ્ય પુષ્ટ નં. એકમાં દર્શાવ્યા મુજબ
	(ખ) અંદાજી કિંમત	Rs 573298/-
(ગ) બાનાની રકમ	(ગ) બાનાની રકમ	1% Rs 5732/-
(ઘ) જામીન અનામત (પાંચ ટકા)		
(ધ) (૧) સરદાર સરોવર નર્મદા નિગમની એક તે તેથી વધુ વર્ષની મુદતવાળી થાપણ (ડીપોઝિટ સ્વરૂપે) અથવા નાની બચત સ્વરૂપે (કુલ ડીપોઝિટ રકમના ૫૦% સુધી) બેંકની ફીક્ષ ડિપોઝિટ રસીદ ટેન્ડરની રકમ ઉપર		2.5 % 14332/-
(ધ) (૨) ઈજારદારના બિલોમાંથી ૧૦ % સુધી કપાત રકમ (કુલ ડીપોઝિટ ૫૦% સુધી જે રકમ સરદાર સરોવર નર્મદા નિગમની બાંધી મુદતની થાપણ માં ડીપોઝિટ સ્વરૂપે કે નાની બચત સ્વરૂપે ફેરવી શકશે)		2.5 % 14332/-
(ચ) અનુસુચિત બેન્કનું પરફોર્મન્સ બોન્ડ (રૂપિયા ૧૫ લાખ ઉપરના કામમાં અંદા કિંમતના ૫ ટકા લેખે)		5% Rs 28664/-
સરવાળો	કુલ	10% Rs 57329/-

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

ધ (૧) ખર્ચ પ્રમાણે માપ લેતા કામ અડધુ થાય ત્યારે જામીન અનામત તરીકે એવી કુલ રકમ પુરા થઈ રહે તે માટે બિલોમાંથી કોઈ ટકાવારી કપાત કરવાની રહેતી હોય તો તે ૫% ટકા રહેશે.

ધ (૨) ફકરા ચ.(૧) મુજબ બિલમાંથી કાપેલ રોકડ જામીન અનામત નાની બચત પ્રમાણપત્ર કે.એફ.ડી.આર. માં રૂપાંતર કરાવી શકાશે આ મુજબની રૂપાંતરી જામીન અનામત તથા કરારનામુ કરતી વખતે રજુ કરેલ વ્યાજુકી જામીન અનામતની મુદત પાકતા એક મહિના અગાઉ કોન્ટ્રાક્ટર લેખિત જણાવશે તો તે અનામત કોન્ટ્રાક્ટર જણાવે તેટલા સમય માટે રીન્યુ કરાવી અપાશે.

(f) Time allowed for the completion of work from date of written order to commence 3 (Three) months.

(છ) કામ શરૂ કરવાના લેખિત હુકમમાં નિયત કરેલી તારીખથી પુરૂ કરવા માટે આપેલી મુદત 3 મહિના.

Give Schedule where necessary, showing dates by which the various items are to be completed :

જે તારીખો સુધીમાં જુદી જુદી બાબતો પુરા કરવાની હોય તે તારીખો દર્શાવતી અનુસુચિ જરૂર હોય ત્યાં આપવી :

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

(જ) આ ટેન્ડર સ્વીકારવામાં આવશે તો લાગુ પડતી હશે ત્યાં સુધી, આ સાથે જોડેલી કોન્ટ્રાક્ટની બધી શરતોની જોગવાઈ ઓનુ પાલન કરવા અને તેને પરિપૂર્ણ કરવા હું/ અમે બંધાઉં છું./ બંધાઈએ છીએ અને તેમ કરવામાં કસુર થયે ઉક્ત શરતોમાં દર્શાવેલ રકમ સરકારમાં જમાં કરાવવા અને ચુકવવા હું/ અમે સંમત થાઉં છું/ થઈએ છીએ

([Receipt No.....dated.....from the Government Treasury or Sub-Treasury atin respect of sum Rs.*.....is forwarded herewith representing the earnest money +

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

Contractor X કોન્ટ્રાક્ટર X

Address / સરનામું

dated theતા. day of 200 200

(Witness) / સાક્ષી

(Address) (સરનામું)

(Occupation) (ધંધો)

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

dated the day of200.....

Chief Officer (or his authorised assistant..... Division.

+ Strike out (a) if no cash Earnest Money is to be taken

* Amount to be specified in words and figures.

x Signature of Contractor before submission of tender

x ટેન્ડર રજુ કરતા પહેલા કોન્ટ્રાક્ટરની સહી

Note : The normal rate of Security Deposit is 5 percent for works up to Rs. 15 lacs and further 5% as performance bond for works above Rs. 15 lacs. Out of 5 % of Security Deposit 50% is Payable at the time of acceptance of tender and the balance by deduction from progress bills.

Signature of the contractor :

કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :

ચીફ ઓફીસર ની સહી

TERMS & CONDITIONS OF CONTRACT

CLASUE 1 Security Deposit: The person/persons whose tender is accepted (hereinafter called the" Contractor "which expression shall, unless excluded by, or repugnant to the context include his Legal heirs, executors, administrators and assignees) shall (a) Deposit with the Executive Engineer a sum sufficient to make up the full security deposit specified in the tender in cash or Government securities (as mentioned in Para 208 of Gujarat Public Works Department Manual Vol. 1) duly transferred in the name of the Executive Engineer or fixed deposit receipts or Term Deposits of Narmada Project in the name of the Executive Engineer within a period of 10 days from the date of receipt of the Notification of acceptance of his tender, or (b) (i) deposit fifty percentage of the total security deposits as specified in the tender form with the Executive Engineer in Cash or in form of small saving schemes or securities of Sardar Sarovar Narmada Nigam However, the Contractor can deposit twenty five percentage of total security deposit in the form of Govt. security of Scheduled or Nationalized Banks or Term Deposits of Narmada Project duly transferred in the name of the Executive Engineer, or fixed deposit receipts in the name of the Executive Engineer within a period of ten days from the date of receipt of notification of acceptance of his tender. If the security deposit is not paid within the above specified time, no work order will be issued till the issue about delay is finally decided by the competent authority, (b) (ii) The Government shall be deemed to have been authorised to deduct the balance of fifty percentage of the security deposit as specified in the tender form from the amounts that become payable to the contractor for the work done under the contract from time to time, such deduction shall not exceed ten percentage of the amount so payable and the whole amount paid in cash or by way of deduction shall be held by Government by way of security deposit. For the works whose estimated amount is more than rupees fifteen lacs, the Contractor shall have to give the performance bond of any schedule bank equivalent to five percentage of the estimated amount put to tender along with the initial security deposits. All compensation, Liquidated damages or other sums or money payable by the contractor to Government under the terms of this contract shall be deducted from or recouped by the realisation of a sufficient part of his security deposit, or from the interest arising there from or performance bond or from any sums which may due or may become due by Government to the Contractor on any account whatsoever and whether in respect of this contract, any other contract, or otherwise. In the event of his security deposit being reduced by reason of any such deduction or recoupment as aforesaid, the contractor shall within ten days thereafter, make good in cash or in Government securities transferred as aforesaid any sum or sums required to make good the shortfall in the amount of the security deposit. The security deposit, when paid as above shall at the cost of the depositor, be converted into interest bearing Government securities in the name of Executive Engineer provided that the depositor has expressly desired this in writing. This is subject to the condition that twenty five percentage of the total security deposit must be held in the form of small saving Schemes or Term Deposits of Narmada Project. If the full amount of the security deposit to be paid as above within the period specified above, is not paid the tender/contract already accepted shall be considered as cancelled and legal steps shall be taken against the contractor for recovery of the amounts.

Fifty percentage of the security Deposit alongwith performance bond shall become refundable within fifteen days after the final completion certificate is issued as per Clause-7. All dues under this contract, or other contract, or otherwise shall be recovered from the aforesaid amount of fifty percentage of the said security deposit and the balance shall be refunded within fifteen days after the final certificate is issued as per clause-7. The remaining fifty percentage of the security deposit shall be refunded after the expiry of the Defect Liability period as per Clause 17 and 17-A after deducting therefrom the amount of expenses, if any, due to Government under this contract.

CLAUSE 2 : Liquidated damages for delay :- (i) If the Contractor fails to complete the work under contract by the stipulated date, he shall pay liquidated damages of Rs. 0.1* percentage of the contract value per day from the date of delaying the said work up to the date of completion and handing over to the Government.

(ii) However also if the contractor fails to complete any part of the work as designed in Schedule (c) by the time indicated against such part, he shall pay Liquidated damages per day from the date of delaying the said part of the work up to the date of completion of the said designated part at the rates shown in the said schedule of the contract value of such part for such failure till the said designated part is completed.

* As corrected vide B & CD GR No. TNC - 1091 - 1B - 10 / (11) - C, dated 29-6-92.

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

(iii) The aggregate maximum of liquidated damages payable under clause No. 2 shall not exceed Rs. 0.1 percentage of contract value per day and shall be subject to the maximum amount of ten percentage of the estimated amount put to tender, (iv) Delays requiring payment of ten percentage liquidated damages of the amount put to tender for performance shall be sufficient causes for termination of contract and for forfeiture of security deposit including amount of performance bond in respect of works estimated to cost more than Rs. 15 lacs, for performance and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases. (See Schedule(C) on Page No. 48)

CLAUSE 3 **Default by Contractor :** If the Contractor shall neglect or fail to proceed with the work with due diligence or if he violates any of the provision of the Contract, the Engineer-in-charge shall give the Contractor a notice, identifying deficiencies in performance and demanding corrective action. Such notice shall clearly state that it is given under the provision of this clause. After service of such notice, the contractor shall not remove any plant, equipment and material from the site. The Government shall have a lien on all such plant, equipment and material from the date of such notice till the said deficiencies have been corrected as mentioned in the said notice.

If the contractor fails to take satisfactory corrective action within ten days after receipt of such notice, the Engineer-in-charge on behalf of Governor of Gujarat shall terminate the contract in whole. In case, the entire contract is terminated, the amount of security deposit and performance bond if any together with the value of the work done but not paid for, shall stand forfeited to the Government. The plants, equipment and materials, held under this clause shall then be at the disposal of the Government to recover the amount equivalent to the liquidated damages and registration of the contractor shall be kept in abeyance for three years from the date as fixed in all such cases.

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

CLAUSE 4 If the progress of any particular portion of the work under Contract is unsatisfactory, the Engineer-in-charge shall, notwithstanding that the general progress of the work is satisfactory, in accordance with Clause 2 be entitled to take necessary action under Clause 3, after giving the Contractor ten day's notice in writing and the contractor shall have no claim whatsoever for any compensation for any loss caused to him due to such action.

(Clause 1, 2, 3 and 4 are substituted vide GR No.TNC -1091/IB-10/(11)-C, dated 15-10-91 & modified by GR dated 29-10-91 &G.R.NO. TNC-1088/IB/18/(13)-C dated 31-8-94 and No.TNC/10/2002/14-C, dated 28-4-03 and 10-9-03)

CLAUSE 5 In any case in which any of powers conferred upon the Engineer-in-charge by clause 3 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable at any future date.

CLAUSE 5A In the event of the Engineer-in-charge taking action under clause 3, he may, if so desire, take possession of all or any tools, plants, machineries, materials and stores in or upon the work or the site 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 authorised agent require him to remove such tools, plants, machineries, materials or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's 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.

CLAUSE 6 **Extension of time :** If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Engineer-in-charge before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered whichever is earlier and the Engineer-in-charge may, if in his opinion, believe that there are reasonable grounds for granting an extension, grant such extension, as he thinks necessary or proper. The decision of the Engineer-in-charge in this matter shall be final.

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

ખંડ-૬ મુદતમાં વધારો : કામ કરવામાં કોઈ અનિવાર્ય અંતરાય ઉભો થવાના બીજા કોઈ કારણસર કામ પુરુ કરવા માટે કંટ્રાક્ટર મુદત વધારો મેળવવા માગતા હોય તો ટેન્ડરમાં જણાવેલી મુદત પુરી થાય તે પહેલા આગળ જણાવ્યા મુજબ તે તારીખે તેને કોઈ અંતરાય નડ્યો હોય તે તારીખ અગર તો મુદત લંબાવી આપવા માટેની માંગણી કરવાનું કારણ ઉપસ્થિત થયું હોય તે તારીખ બે માથી જે વહેલી હોય તે તારીખ ૩૦ દિવસ પુરા થતા પહેલા તેણે કામના હવાલાના ઈજનેરને લેખિત અર કરવાની રહેશે અને કામના હવાલાના ઈજનેરનો અભિપ્રાય એવો થતો હોય કે મુદત વધારાની વ્યાજબી કારણ છે તો તેમને જરૂરી કે યોગ્ય જણાય તે મુજબ વધારી આપશે. આ બાબતમાં કામના હવાલાના ઈજનેરનો નિર્ણય આખરી ગણાશે.

CLAUSE 7: As soon as the work is completed, the contractor shall give a notice of such completion to the Engineer-in-charge and on receipt of such notice the Engineer-in-charge shall inspect the work and if he is satisfied that the work is completed in all respects then :-

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

(ii) In respect of works costing more than Rs. 50 lakhs (amount put on tender), the final measurements shall be recorded within 75 days from the date of physical completion of the work and the final bill shall be prepared within 75 days from the date of recording final measurements subject to the contractor fulfilling his obligations as provided in the contract and subject to the work being complete in all respects.

When separate period of completion have been specified for items or groups of items, the Engineer-in-charge shall issue, separate completion certificate for such items or groups of items.

No certificate of completion shall be issued nor shall the work be considered to be complete till the contractor shall have removed from the premises, on which the work has been executed, all scaffoldings, sheds and surplus materials, except such, as are required for rectification of defects; rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor for the workmen and cleared all dirt from all parts of building(s) in, upon or around which the work has been executed or of which he may have possession for the purpose of the execution thereof and cleared floors, gutters and drains, cased doors and sashes, oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the contractor shall fail to comply with any of the requirements of these conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may, at the expense of the contractor, fulfill such requirements and dispose of the scaffolding, or surplus materials and rubbish etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually released by the sale thereof less the Cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expenses of fulfilling such requirements is more than the amount 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: No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contractor or any part therefore in any respect or the accruing of any claims, nor shall it conclude, determine, or affect in any way the power of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the completion of the work, otherwise the Engineer-in-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: 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 may make payment on account of such items at such reduced rates as he may consider reasonable in preparation of final or on account bill.

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

CLAUSE 10 : Bills to be submitted monthly : A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and Engineer-in-charge shall take or cause to be taken the requisite 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 authorised agent whose countersignature to the measurement list shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

બંદ ૧૦ : બિલ દર મીહને રજુ કરવા બાબત : આગલા માસમા કરી આપેલા બધા કામ માટે હવાલાના ઈજનેરે નકકી કરી હોય તે તારીખે અથવા તેપહેલા દર મીહને કંટ્રાક્ટરે બિલ રજુ કરવા રહેશે. અને એ કામની ખરાઈ કરવાના ઉદ્દેશથી હવાલાના ઈજનેર જરૂરી માપ લેશે અથવા લેવડાવશે અને શક્ય હશે તો બિલ રજુ થયાના ૧૦ દિવસની અંદર મળવા પાત્ર રકમનો હિસાબમેળ કરવામા આવશે ઉપર જણાવ્યા મુજબના નિયત સમયની અંદર કંટ્રાક્ટર બિલ રજુ નહી કરે તો હવાલાના ઈજનેર પોતાના તાબાના કોઈ પણ અધિકારીને કંટ્રાક્ટરે અધિક ત કરેલ એજન્ટની હાજરીમાં ઉક્ત કામનુ માપ લેવા મોકલશે અને તેવી માપયાદી પરની કંટ્રાક્ટરની કે તેના એજન્ટની સહી તેના અનુમોદન માટે પુરતી ગણાશે અને હવાલાના ઈજનેર આવી યાદીમાંથી બિલ બનાવશે, જે કંટ્રાક્ટરને બધી બાબતમાં બંધનકર્તા રહેશે.

CLAUSE 11 : The contractor shall submit all the bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the agreement or at the partly reduced rates subject to the approval by the Engineer-in-charge in the case of Items not completed/executed as per agreements or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rate here in after provided for such work.

CLAUSE 12 : If the specification of the work provides for the use of any special description of materials to be supplied from the Departmental Store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged therefore as here in after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum here to annexed) the contractor shall be supplied with materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sum then deposit, or the proceeds of sale thereof. if the deposit is held in govt. securities, the same or a sufficient portion thereof shall, in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Govt. and shall on no account be removed from the site of the work, and shall at all time, be open to inspection by the Engineer-in-charge. Any such materials, unused and in perfectly good condition at the time of completion or termination of the contract, shall be returned to the Departmental store if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with the consent in writing of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto

For materials provided in schedule-A and consumed in excess quantities, the rates provided in Schedule A shall be increased/decreased corresponding to the increased/decrease in the new rate payable for excess quantity as compared to the tender-rates. The rate for materials provident in extra items will be the issue rates plus storage charge ruling on the date of issue of such quantity of materials.

CLAUSE 12A : The contractor shall be entitled to use the materials supplied by the Department only to the extent of quantities of such materials required for execution of the work as per theoretical calculations. The Engineer-in-charge may however, on being satisfied that a large quantity of such materials is required for the execution of the work, permit the contractor to use such larger quantity of the materials. Such permission shall be given in writing. The contractor is bound to return in good condition such materials issued- in excess of the requirements so worked out or in excess of the quantities so permitted to be used by the Engineer-in-charge, If the contractor fails to return such extra materials within a period of 15 days from the date of the demand in writing of such materials being made by the Engineer-in-charge, he shall be charged for the excess materials at double the issue-rate for such materials specified in Schedule A of the contract Agreement.

CLAUSE 12B : All stores and materials such as cement, if the consumption of which exceeds 25 tons and steel etc., supplied to the contractor by Government shall be kept by the contractor in separate godown provided with a double lock, The key of one of the lock shall remain with the Engineer-in-charge or his agent. The godown shall be accessible to the Engineer-in-charge or his agent at all times No materials shall be allowed to be removed from the site of the work and any material required for the execution of the work shall be taken out from the godown only in the presence of a duly authorised agent of the Engineer-in-charge.

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

CLAUSE 13: **CLAUSE 13 : (1)** The contractor shall execute the whole and every part pf the work in the most substantial and workman-like manner and Doth as regards materials and in other respects in strict accordance with specifications.

The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing for the work signed by the Engineer-in-charge. The design and the drawings shall we lodged in the office of the site Engineer-in-charge to which the contractor shall be entitled to have access for the purpose of inspection at such office during office hours.

Where the instructions referred to above are not contained in separate letters addressed to the contractor the same shall be recorded in the work-order book, which shall be maintained and kept on the site of the work. The contractor shall be required to sign such entries in the work-order book in token of having noted the instructions. However, if the contractor fails to sign the work-order book for any reason whatsoever, the entry of the instructions in the work-order book shall be deemed to be the due notice to him of the said instructions. The work-order book shall be open for inspections to the contractor on the site of the work during office hours.

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

(3) The several documents forming the contract are essential parts of the contract and requirements occurring in one is binding as through occurring in all. They are intended to be mutually explanatory and complimentary and to describe and provide for a complete work.

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

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

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

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

In the case of 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 specifications and the Engineer-in-charge shall be entitled to make corrections and interpretations as necessary to fulfill the plans and specifications.

CLAUSE 14.1 : The Engineer-in-charge shall have power to make any alterations in or addition to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alternation shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work.

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

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

(i) At the rate derived from the item within the contract which is comparable to the one involving additional or altered class of work; where there are more than one comparable items, the item of the contract which is nearest in comparison with regard to class or classes of the work involved shall be selected and the decision of the Superintending Engineer as to the nearest comparable item shall be final and binding on the contractor.

(ii) If the rate cannot be derived in accordance with (i) above, such class of works shall be carried out at the rate entered in the Schedule of Rates of the Division for the year in which the tender was received, increased or decreased by the percentage by which the tender amount is more or less as compared to the amount arrived at the rates in the "Schedule of Rates" of the Division in the year in which the tender was received. If the Schedule of rates of the Division does not contain all the items, the percentage increase or decrease of the tender shall be calculated considering such items which were included in the "Schedule of Rates" of the Division for the year and for materials consumed on such item the rate to be charged would be the basic rate taken into account for fixing the rate in S. O. R. referred to above, instead of the rate. Stipulated in Schedule 'A'.

(iii) If it is not possible to arrive at the rate from (i) and (ii) above, such class of work shall be carried out at the rate decided by the competent authorities on the basis of detailed rate analysis after hearing the contractor before a Committee of two superintending Engineers stationed at the same place or the nearest place.

14.4 If the additional or altered work, for which no rate is entered in the "Schedule of Rates" of the Division is ordered to be carried out before the rate is agreed upon, then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate, which it is his intention to charge for such class of work and if the Engineer in charge does not agree to this rates, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider it advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then in such cases he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer In-charge. In the event of the dispute, the decision of the Superintending Engineer of the Circle shall be final.

Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority, the alternation above referred to shall be within the scope of such designs, drawings and specifications appended to the tenders.

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

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

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

CLAUSE 15 No claim for any payment of compensation for change or restriction of work :- If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever, require the whole or part of the work, as specified in the tender, be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing, stating the fact to the Contractor who shall thereupon suspend or stop the work totally or partially, as the case may be. In any such case, except as provided hereunder, the Contractor shall have no claim to any payment or compensation whatsoever except as provided hereunder on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour required by him. He shall not have also any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originality contemplated,

(1) However, the contractor will be entitled for compensation for loss, if any on the date of notice, for the purchased materials or for the contract executed for the material to be purchased for such work. Such compensation will be paid only for actual loss for materials, if such materials so purchased or agreed to purchase is of required quantity/quality and was purchased / contracted to be purchased only for the same work. But no compensation shall be granted to contractor on material for which advance has been given to contractor by Government. The amount of loss for such claim will be decided by in charge Engineer-in-charge.

(2) The contractor also will be entitled for compensation of unemployed labourers for 7 days from the date of notice provided that in that opinion of Engineer-in-charge such labourers were working for 7 days prior to the notice and would not be in a position to get employment elsewhere within 7 days from the date of such notice. The contractor should try to employ such unemployed labourers at other places from the date of such notice.

In case the Contractor does not agree with the decision of Executive Engineer regarding the amount of compensation or loss; it will be open for the contractor to appeal to Superintending Engineer-in-charge within one month from the date of knowledge of such decision. In such case the decision of Superintending Engineer will be final and binding to the Contractor.

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

(Vide, G.R. No. SSR/1090/IB/247 (2)/ C, dated 28-6-1993 as amended by GR of even number dated 11-2-1 999).

ખંડ-૧૫ કામનજા ફેરફાર કે નિયંત્રણ માટે કોઈ ચુકવણી કે વળતર અંગે કોઈ હકકદાવો મંજૂર ન કરવા બાબત.

પ્રભારી ઈજનેરને કરારના દસ્તાવેજો ક્યો પછી કોઈ પણ સમયે, કોઈપણ કારણ સર ટેન્ડરમાં ખાસ ઉલ્લેખ ક્યો મુજબના સંપુર્ણ કે સંશ્લેષે બાંધકામને કોઈ પણ મુદત સુધી બંધ કરવું જરૂરી જણાય અથવા સંપુર્ણ કે અંશતઃ કામ પુરું કરવાની જરૂરીયાત જ ન જણાય અથવા કોન્ટ્રાક્ટર દ્વારા કરવાના કામની જરૂરીયાત ન જણાય તો તેવા કોન્ટ્રાક્ટરને હકીકત દર્શાવતી લેખિત નોટીસ આપશે અને કોન્ટ્રાક્ટર આ નોટીસ મળ્યા બાદ તરતજ આ કામને યથા પ્રસંગ સંપુર્ણ કે અંશતઃ સ્થગિત કરશે કે બંધ કરશે.

આવા કેસમાં અહીં નીચે કરેલ જોગવાઈ સિવાય કોન્ટ્રાક્ટર તેણે કામ પુરું કર્યું હોત તો જે નફો કે ફાયદો તેને મળત, પરંતુ કામ પુરું ન થવાના પરિણામે તે ન મળ્યાથી થયેલ નુકશાન અથવા તેણે ખરીદી હોય એવી કે જે ખરીદવા તે સહમત થયો હોય એવી માલસામગ્રીની બાબતમાં થયેલ નુકશાન અથવા તેને તેના કામ માટે જે મજૂરોની જરૂર હતી તે મજૂરોને કામ ન આપી શકવાને કારણે થયેલા નુકશાન અંગે કોઈ ચુકવણી કે વળતરનો હકદાવો કરી શકશે નહીં. મૂળ વિગત વર્ણન, આલેખન, નકશા અને સુચનાઓમાં કરવામાં આવેલ કોઈ ફેરફારને કારણે મૂળભુત રીતે વિચારાયેલ કામમા કોઈ કાપ આવે તો પણ તેવા કારણસર તે કોઈ વળતર માટે હકદાવો કરી શકશે નહીં.

(૧) આમ છતાં આવા કામ માટે ખરીદેલી માલસામગ્રી ખરીદવા માટે કરેલ કોન્ટ્રાક્ટરને કારણે જો કોન્ટ્રાક્ટરને નોટીસ તારીખ સુધીમાં કોઈ નુકશાન થયું હોય તો તેના માટે વળતર મેળવવા તે હકદાર બનશે. જો આવી રીતે ખરીદેલ અથવા ખરીદવા સમજૂતી થયેલ માલસામગ્રી માગ્યા પ્રમાણેના જથ્થામાં અને ગુણવત્તાયુક્ત હોય અને તે ફક્ત એજ કામ માટે ખરીદાયેલી હોય કે ખરીદવા કરાર થયેલ હોય તો તેવી માલસામગ્રી અંગે ખરેખર નુકશાન માટે જ આવું વળતર ચુકવવામાં આવશે. પરંતુ જે માલસામગ્રીની ખરીદી અંગે સરકારશ્રી તરફથી ઈજારદારને એડવાન્સ આપવામાં આવેલ હોય તે માલસામગ્રી ઉપર કોઈપણ જાતનાં નુકશાનનું વળતર ચુકવવામાં આવશે નહીં.

આવા હકદાવા માટે નુકશાનની રકમ પ્રભારી કાર્યપાલક ઈજનેર દ્વારા નક્કી કરવામાં આવશે.

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

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

નુકશાનના વળતરની રકમ બાબતમાં કાર્યપાલક ઈજનેરના નિર્ણય સાથે કંટ્રાક્ટર સંમત ન હોય એવા કેસમાં, આવા નિર્ણયની જાણ થયાની તારીખથી એક મહિનાની અંદર પ્રભારી અધિક્ષક ઈજનેરને અપીલ કરવા માટે કંટ્રાક્ટર મુક્ત રહેશે. આવા કેસ અધિક્ષક ઈજનેરનો નિર્ણય કંટ્રાક્ટર માટે આખરી અને બંધનકર્તા રહેશે. આવા કામના કોઈ અપેક્ષિત ફાયદાની નુકશાની માટે કંટ્રાક્ટર હકકદાર બનશે નહીં.

CLAUSE 15A: The contractor shall not be entitled to claim any compensation from Govt. on account of delay by Government in the supply of materials entered in Schedule 'A' where such delay is caused by (i) Non-supply due to short allotment of quota in case materials available under quota regulations, (ii) Difficulties relating to the supply of railway wagon (iii) Force major. (iv) Act of God. (v) Act of the country's enemies or any other reasonable cause beyond the control of Government. In the case of such delay in the supply of materials, Government shall grant such extension of time for the completion of the works as shall appear to the Engineer-in-charge to be reasonable in accordance with the circumstances of the case. The decision of the Engineer-in-charge as for the extension of time shall be accepted as final by the contractors. (As modified Vide R& BD. G. R. No.TNC- 1096- IB - 143 - (16) - C dated 11-1-99)

CLAUSE 16 : Time limit for unforeseen claims : The contractor shall not be entitled to any compensation from Government on any account unless where allowed by the conditions of this contract. In such cases, the contractor shall have to submit a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

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

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

CLAUSE 17A. Defect liability period : The contractor shall be responsible to make good remedy at his own expense any defect which may develop or may be noticed before the period mentioned hereunder from the certified date of completion. The Engineer-in-charge shall give the contractor a notice in writing about the defects and the contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the part of the contractor, the Engineer-in-charge may rectify or remove or re-execute the work at the risk & cost of the contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, Incurred by him in rectification, removal or re-execution. The Defects Liability period shall be under(a) for all works costing upto Rs. 50,000 (amount put to tender), the period shall be 3 months from the certificated date of completion.

(b) for all works costing more than Rs. 50,000 and upto Rs. 1 crore (amount put tender) the period shall be 6 months from the certificated date of completion or one monsoon, whichever is later.

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

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

CLASUE 18 : Work to be open to inspections - Contractor or responsible agent to be present :- All works under or in course of execution or executed in pursuance of the contract shall, at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the Contractor shall, at all times during the usual working hours, and all other times for which reasonable notice of the intimation of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

ખંડ-૧૮ તપાસ માટે કામો ખુલ્લા રાખવા બાબત : કંટ્રાક્ટર અથવા તેના જવાબદાર એજન્ટે હાજર રહેવા બાત : કંટ્રાક્ટર અન્વયે હાથ પર હોય તેવા અથવા થઈ રહેલા અથવા તમામ કામની હવાલાના ઈજનેર અને ત્યાં તેના તાબાના કમંચારીઓ કોઈપણ સમયે તપાસ અને ટેબરેખ રાખી શકે તેવી રીતે બધા વખત માટે ખુલ્લા રાખવાના રહેશે અને કામકાજના રાબેતા મુજબના સમય દરમ્યાન બધી વખત અને હવાલાના ઈજનેર અથવા ખાતાના કમંચારીઓને કામની મુલાકાત લેવાના, તેમના ઈરાદાને લગતી વ્યાજબી નોટીસ આપી હોય તેવા બીજા બધા વખતે કંટ્રાક્ટર પોતે અથવા તે માટે લિખિત અને યોગ્ય રીતે અધિક ત કરેલા તેમના કોઈ જવાબદાર એજન્ટે હુકમ અને સુચનાઓ મેળવવા હાજર રહેવું પડશે. કંટ્રાક્ટર ના યોગ્ય રીતે અધિક ત કરાયેલા એજન્ટને અપાયેલ હુકમો જાણે કે કંટ્રાક્ટરને પોતાને આપવામાં આવ્યા હોય તેમ તેમનો અમલ થશે અને તે અસરકર્તા રહેશે.

CLAUSE 18A

Employment of a qualified site Engineer by the Contractor. The Contractor shall employ full-time technically qualified staff during the execution of this work as under :-

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

The Engineer so employed for the Government work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with other duty except this work. In case the contractor or partner of the contractor firm is a Civil Graduate Engineer, Employment of a separate Engineer will not be necessary provided that the Engineer partner himself attends the execution of the work on the site.

CLAUSE 19 : Notice to be given before work is covered up : The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions there of taken before the same is so covered up or placed beyond the reach of measurement and if any work shall be covered up or placed beyond the reach of measurement without such notice having 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 with which the same was executed.

ખંડ-૧૯ કામ ચણતરથી આવરી લેતા પહેલા નોટીસ આપવા બાબત : કોઈ પણ કામને ચણતરથી આવરી લેતા પહેલા કે માપ ન લઈ શકાય તેવી કક્ષાએ કામ લઈ જતા પહેલા કંટ્રાક્ટરે હવાલાના ઈજનેરનો અથવા કામનો હવાલો સંભાળતા તેમના તાબાના અધિકારીને પાંચ દિવસથી ઓછી ન હોય તેટલી મુદતની લેખિત નોટીસ આપવાની રહેશે. જેથી તે કામને ચણતરથી આવરી લેવાય અથવા માપ ન લઈ શકાય તેવી કક્ષાએ કામ લઈ જવાય તે પહેલા તેના માપ લઈને તેના સાચા પરિણામની નોંધ લઈ શકાય અને હવાલાના ઈજનેર કે કામનો હવાલો સંભાળતા તેમના તાબાના અધિકારીની લેખિત સંમતિ મેળવ્યા સિવાય કંટ્રાક્ટર કોઈ પણ કામને ચણતરથી આવરી લેશે નહીં કે માપ નલઈ શકાય તેવી કક્ષાએ લઈ જશે નહીં અને આવી નોટીસ સિવાય અથવા સંમતિ મેળવ્યા સિવાય જો કોઈ પણ કામને ચણતરથી આવરી લેવાયુ હશે કે પહોંચી ન શકાય તેવી અથવા માપ ન લઈ શકાય તેવી કક્ષાએ લઈ જવાયુ હશે તો તેવું કામ કંટ્રાક્ટરના ખર્ચે ખુલ્લું કરાવી નાંખવામાં આવશે અને આ રીતે થયેલી કસુર બદલ આવા કામ માટે અથવા આવું કામ જે માલસામાનથી થયું હોય તે માલસામાન પેટે કોઈ ચુકવણી કરવામાં આવશે નહીં. કે કોઈ રકમ મજશે આપવામા આવશે નહીં.

CLAUSE 20

If the contractor or his workmen, or servants shall break, deface, injure or destroy any part of the building or the work in 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 works 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.

CLAUSE 20A: Neither party shall be liable to the other for any loss or 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 of war, rebellion, military or Usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

Note : "Unprecedented flood" means the flood crossing the High Flood Level of the past _____ year(s) which is on the available record.

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

Signature of the contractor :
કંટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

CLAUSE 21 Contractor to supply plant, ladders, scaffolding etc. and is liable for damage arising from non-provision of lights, fencing etc. : The contractor shall supply at his own cost all materials (except such special materials if any, as may, in accordance with the contract to be supplied from the Public Works Department Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of the work whether in the original, altered or substituted form and whether included in the specifications, or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter or to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage 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 settings out works and counting, weighing and assisting in the measurement or examination at any time and from time to time, of the work or the materials, failing this, the same may be provided by the Engineer-in-charge at the 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 proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defense of every suit, action or other legal proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may, with the consent of the Contractor, be paid in compromising any claim by any such person.

ખંડ-૨ પ્લાન્ટ, સીડીઓ, પાલખો વિગેરે કંટ્રાક્ટરે પુરા પાડવા બાબત. તેમજ દીવાબત્તી, વાડ વિગેરેની જોગવાઈ ન હોય તેને લીધે થતા નુકશાન માટે કંટ્રાક્ટર જવાબદાર હોવા બાબત : કંટ્રાક્ટ અનુસાર (બાંધકામ સ્ટોરમાથી પુરો પાડવામા આવે તેવા માલસામાન સિવાય) મૂળ કે ફેરફાર કરાયેલી કે નવા સ્વરૂપના અથવા કંટ્રાક્ટરનો એક ભાગ બની રહેતા અગર તો આ શરતોમાં જેનો ઉલ્લેખ કરાયો કરાયેલ હોય તેવી વિગતોમા કે બીજા દસ્તાવેજો અને આ શરતો અન્યથે જે કોઈ બાબત અંગે હવાલાના ઈજનેરનીજરૂરતો સંતોષાય અથવા પાલન થાય તેવો આગ્રહ રાખવાનો તેનો હક હોય અને જેને કામના સ્થળે કે ત્યાંથી અન્ય સ્થળે, ખેચામણ સહિત રજુ કરાવવાનો તેને હક હોય તેવો બધો માલસામાન, પ્લાન્ટ, ઓજારો, સામગ્રી, સાધનો, સીડીઓ, ગરગડીઓ, પાલખો, કામ યોગ્ય રીતે હાથ ધરીશકાય તે સારૂ જરૂરી ઓવાબીજા કામચલાવ સાધનો કંટ્રાક્ટરે પોતાના ખર્ચે પુરા પાડવાના રહેશે. કામો માટેની હદ નકકી કરવામાટે અને કામ અથવા માલસામાનની કોઈપણ વખતે અને વખતોવખત ગણતરી કરવામા તોલ કરવામા અને માપણી કેતપાસણીમાં મદદરૂપ થવા માટે જરૂરી એવા સાધનો અને માલસામાન સહિત જોઈતી સંખ્યામાં માણસો, કોઈપણ ખર્ચે કરાવી લીધા વિના, કંટ્રાક્ટરે પુરા પાડવાના રહેશે. આમ ન કરતા તે અંગેની જોગવાઈ હવાલાના ઈજનેર કંટ્રાક્ટરને ખર્ચે કરાવી લેશે અને તે અંગે ખર્ચેલી રકમ , કંટ્રાક્ટર હેઠળ કંટ્રાક્ટર ની લેણી થતી કોઈ રકમમાથી કે તેની જામીન અનામત માથી કે તેની અનામતના અથવા તેના પુરતા ભાગના વેચાણમાથી ઉપજેલી રકમ માથી કાપી લેવામા આવશે. જાહેર જનતા ને અકસ્માત ન થાય તે માટે કંટ્રાક્ટરે જરૂરી વાડ અને દીવાબત્તીની જોગવાઈ કરવાની રહેશે અને ઉપરની સાવચેતી રાખવા અંગેની બેદરકારીને કારણે થયેલ ઈજા અંગે કોઈપણ વ્યક્તિ જે દાવો માટે, પગલા લે અથવા બી કાનુની કાર્યવાહી કરે તે બચાવનું ખર્ચે અને આવા દાવા પગલા અથવા કાર્યવાહીમા તેવી કોઈ વ્યક્તિને જેકાઈ નુકશાની કે ખર્ચે આપવાનું ચુકાદામાં જજાવાય તેઅથવા આવા કોઈ વ્યક્તિના કોઈ પણ હકદાવાની કંટ્રાક્ટરની સંમતિથી સમાધાન થતા જે રકમ ચુકવવામાં આવે તેનું ખર્ચે ભોગવવામાં પણ કંટ્રાક્ટર બંધાયેલા રહેશે.

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

ખંડ-૨૧ક કંટ્રાક્ટર યોગ્ય પાલખો અને કાચા માંચડા જવા - આવવા માટેના પાટીયા અને સીડીની જોગવાઈ કરવાની રહેશે. અને તે અંગે નીચે મુજબના નિયમોનું પાલન કરવાનું રહેશે.

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

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

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

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

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

(ખ) (૧) કાર્યક્ષમ જવાબદાર વ્યક્તિ ની દેખરેખ હેઠળ તે સિવાય ,

(૨) કંટ્રાક્ટર દ્વારા નિમાયેલ અને અનુભવ ધરાવતા કાર્યક્ષમ કામદારો દ્વારા થતું હોય તે સિવાય , કોઈપણ પાલક બાંધવી નહીં ઉતારવી નહીં કે તેમા મહત્વના ફેરફાર કરવા નહીં

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

(ગ) બધી પાલખો અને તેની સાથે સંકળાયેલ સામગ્રી અને બધી જ સીડીઓ

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

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

(૨) તેના પરના આવનાર વજન અને ઘસારાને ખમી શકે તેટલી મજબુત હોવી જોઈએ , અને

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

Signature of the contractor :
કંટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
(ઘ) પાલખો એવી બાંધવાની રહેશે કે સામાન્ય વપરાશથી તેનો કોઈ પણ ભાગ છુટો પડી ન જાય.
- (e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
(ચ) પાલખો પર વધારે પડતુ વજન મુકવુ નહીં અને શક્ય હોય ત્યાં સુધી તે વજન સમગ્ર પાલખ પર એક સરખુ વહેચી નાખવુ.
- (f) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.
(છ) પાલખો પર માલ ઉચકવા માટેના ગિયર ગોઠવતા પહેલા પાલખોની મજબુતાઈ અને ટકાઉપણાની ખાતરી કરવાની ખાસ સાવચેતી લેવી.
- (g) Scaffolds shall be periodically inspected by a competent person.
(જ) કાર્યક્ષમ વ્યક્તિ દ્વારા વખતોવખત પાલખોની તપાસ કરવાની રહેશે.
- (h) Before allowing a scaffold to be used by his workmen, the Contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation herein specified.
(ઝ) તેના કામદારોએ પાલખો બાંધી હોય કે ન હોય તો પણ પોતાના કામદારોને તે પાલખનો ઉપયોગ કરવા દેતા પહેલા કન્ટ્રાક્ટરે તેવી પાલખો અહીં જણાવેલ વિનિયમો અનુસાર બારબર હોવા બાબતની ખાતરી કરવાની રહેશે.
- (i) Working platforms, gangways shall-
(i) be so constructed that no part thereof can dug unduly or unequally,
(2) કાચા માચડા જવા આવવા માટેના પાટીયા અને સીડીઓ બાંધતી વખતે નીચેની બાબતો ખ્યાલમાં રાખવાની રહેશે.
(૧) તેનો કોઈપણ ભાગ વધુ પડતો કે અસમાન રીતે ઝુકી ન જવો જોઈએ.
(ii) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripling or slipping and -
(2) માણસો ગબડી કે લપસી પડે તેવું જોખમ બને તેટલું ઓછું રાખવા માટે પ્રવર્તતા સંજોગો અનુસાર તે બાંધવા અને જાળવવા, અને
(iii) be kept free from any unnecessary obstruction.
(3) દરેક કાચા માંચડા અને જવા આવવા માટેના પાટીયા કામની જગ્યા અને સીડીઓને યોગ્ય કઠેરા હોવા જોઈએ.
(j) In the case of working platforms, gangways working places and stairways at a height exceeding 2.00 meter (to be specified)
(ઢ) ૨.૦૦ મીટરથી વધુ ઉંચાઈ વાળા કાચા માચડા જવા આવવા માટે પાટીયા કામની જગ્યા અને સીડીઓની નીચે મુજબ જોગવાઈ રહેશે.
(i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
(૧) સલામતીના બીજા પુરતા પગલા ન લેવાયા હોય તો દરેક કાચો માચડો અને જવા આવવા માટેનું દરેક પાટીયું લગભગ જદેલું હોવું જોઈએ.
(ii) every working platform and every gangway shall have adequate width, and
(2) દરેક કાચા માચડા અને જવા આવવા માટેના પાટીયા, પુરતી પહોળાઈ વાળા હોવા જોઈએ.
(iii) every working platform, gangway, working place and stairway shall be suitably fenced
(3) દરેક કાચા માચડા અને જવા આવવા માટેના પાટીયા કામની જગ્યા અને સીડીઓને યોગ્ય કઠેરા હોવા જોઈએ.
(k) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the access of person or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or material.
(5) માણસો આવી જઈ શકે અથવા માલસામાનની હેરફેર થઈ શકે કે એક સ્થળેથી બીજે સ્થળે લઈ જઈ શકાય તેટલો વખત પુરતી મકાનની ફરસ કે કાચા માચડા પરની પ્રત્યેક ખુલ્લી જગ્યા પર એવા યોગ્ય સાધનો મુકી રાખવા કે જેથી કોઈ માણસ કે માલસામાન પડી ન જાય.
(l) When persons are employed on a roof where there is danger of falling from a height exceeding 3.00 (to be specified) meters suitable precaution shall be taken to prevent the fall of persons or material.
(ઢ) જ્યાંથી પડી જવાનો ભય હોય તેવી ૩.૦૦ (જણાવવી) મીટરથી વધુ ઉંચાઈના છાપરા પર માણસોને કામે રાખવામા આવ્યા હોય ત્યાંથી માણસો કે માલસામાન પડી ન જાય તે માટે સાવચેતી ના યોગ્ય પગલા લેવાના રહેશે.
(m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.
(ત) પાલખો કે કામકાજની બી જગ્યાઓ પરથી પડે તેવી ચીજવસ્તુઓથી માણસને ઈજા ન થાય તે માટે સાવચેતી ના યોગ્ય પગલા લેવાના રહેશે.
(n) Safe means of access shall be provided to all working platforms and other working places.
(થ) બધા કાચા માચડા અને કામની બી જગ્યાઓએ સહેલાઈથી જવા માટે સલામત માર્ગોની જોગવાઈ કરવાની રહેશે.

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

ખંડ-૨૧બ કન્ટ્રાક્ટર વજન ઉચકવાના સાધનો વાપરે તે સંબંધમાં તેણે નીચેના નિયમોનું પાલન કરવાનું રહેશે.

- (a) Hoisting machines and tackle including their attachments, anchorages and supports shall –
(ક) વજન ઉચકવાના યંત્રો અને ગરગડી વાળા યંત્ર, તેમની સાથેના જોડાણો, લંગર માટેના સામાન અને ટેકા નીચે મુજબના હોવા જોઈએ.

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

- (i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and
- (૧) સારી યાંત્રિક રચનાવાળા, મજબૂત વસ્તુ ના તેમજ પુરતી તાકાતવાળી અને દેખીતી કોઈ ખામી વિનાના અને
- (ii) be kept in good repair and in working order.
- (૨) સારી દુરસ્ત હાલતમાં અને ચાલુ સ્થિતિમાં રાખવા જોઈશે.
- (b) every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- (ખ) માલસામાને ઉંચે ચઢાવવા કે નીચે ઉતારવા અથવા લટકટો રાખવાના સાધન તરીકે વપરાતુ દોરડુ યોગ્ય જાતનુ અને પુરતી મજબુતાઈ વાળુ તેમજ દેખીતી ખામી વિનાનુ હોવુ જોઈએ.
- (c) Hoisting machines and tackles shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by Engineer-in-charge.
- (ગ) વજન ઉચકવાના યંત્રો અને ગરગડી વાળા યંત્રને કામના સ્થળે ગોઠવ્યા બાદ અને ઉપયોગમાં લેતા પહેલા તપાસી જોઈને પુરતા પ્રમાણમા ચકાસી લેવાના રહેશે તેમજ હવાલના ઈજનેર નિયત કરે તેવા સમયાંતરે ગોઠવેલી સ્થિતિમાં તેની ફેર તપાસ કરવાની રહેશે.
- (d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- (ઘ) માલસામાન ઉંચે ચઢાવવાના કે નીચે ઉતારવાકે લટકટા રાખવાના સાધન તરીકે વપરાતા પ્રત્યેક સાંકળ, રીંગ, આકડો, કડી, નકુચા અને પુલીબ્લોક વખતોવખત તપાસવા.
- (e) Every crane driver or hoisting - appliance operator shall be properly qualified.
- (ચ) પ્રત્યેક ક્રેઈન ડ્રાઈવર કે વજન ઉચકવાના યંત્રના ચાલક યોગ્ય લાયકાત વાળા હોવા જોઈએ.
- (f) No person who is below age of 15 years shall be in control of any hoisting machine, including any scaffolds, nor shall give signals to the operator.
- (છ) ૧૫ વર્ષથી નીચેની કોઈપણ વ્યક્તિને કોઈ પાલખ સહિત વજન ઉચકવા કોઈ યંત્રના નિયંત્રક તરીકે અથવા ઓપરેટરને નિશાની થી સુચના આપવા, કામે રાખી શકાશે નહીં.
- (g) In the case of every hoisting machine and of every chain, ring hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.
- (જ) વજન ઉચકવાના પ્રત્યેક યંત્ર અને માલસામાન ઉંચે ચઢાવવાના કે નીચે ઉતારવા કે લટકાવી રાખવાના સાધન તરીકે વપરાતી પ્રત્યેક સાંકળ, રીંગ, આકડો, કડી, નકુચા અને પુલીબ્લોકની સલામત રીતે વજન ઉઠાવવાની શક્તિ કેટલી છે તે યોગ્ય સા નો વડે નક્કી કરવાનુ રહેશે.
- (h) Every hoisting machine and all gears referred to in preceding regulation shall be plainly marked with the safe working load.
- (ઝ) આગળના વિનિયમમાં જણાવેલ વજન ઉચકવાના પ્રત્યેક યંત્ર અને બધા જ ગિયર પર તે સલામત રીતે તે કેટલુ વજન ઉઠાવી શકે છે. તે ચોખ્ખુ લખેલુ હોવુ જોઈએ.
- (i) In the case of hoisting machine having a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated.
- (ટ) જુદા જુદા વજન સલામત રીતે ઉચકી શકતા ઉચકવાના યંત્ર પર સલામત રીતે ઉચકી શકાતુ પ્રત્યેક વજન અને કઈ હાલતમાં યંત્રને તે લાગુ પડશે તે સ્પષ્ટ દર્શાવવાનું રહેશે.
- (j) No part of any hoisting machine or gear referred to in regulation 'g' above shall be loaded beyond the safe working load except for the purpose of testing.
- (દ) ઉપરના વિનિયમમાં જેમા જણાવેલ વજન ઉચકવાના કોઈપણ યંત્ર કે ગિયરના કોઈપણ ભાગ પર ચકાસણી માટે જરૂરી હોય તે સિવાય સલામત વજન કરતા વધુ વજન લાડવુ નહીં.
- (k) Motors, gears, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with sufficient safeguards.
- (ડ) વજન ઉચકવાના સાધનની મોટરો, ગિયરો, વિદ્યુતવાહક સાધનો, વીજળીના તાર અને જોખમી ભાગો માટે પુરી સલામતીની જોગવાઈ કરવાની રહે છે.
- (l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- (ઢ) કોઈ વજન અકસ્માત નીચે સરકી પડે તેવુ જોખમ ઓછામાં ઓછુ રહે તે પ્રકારની કોઈ સયવડ વજન ઉચકવાના સાધનમાં કરવાની રહેશે.
- (m) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.
- (ત) લટકતા રાખેલ વજન માથી કોઈપણ ભાગ અકસ્માત છુટો પડી જવાનુ જોખમ ઓછામાં ઓછુ રહે તે માટે પુરતી સાવચેતી રાખવાની રહેશે.

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.

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

CLAUSE 23 Liability of contractors for any damages done in or outside work area : Compensation for all damage done intentionally or unintentionally by Contractor's labourers whether in or beyond limits of Government property including any damage caused by the spreading of fire mentioned in the clause 22, shall be estimated by the Engineer - in - charge, or such other Officer as he may appoint and the estimates of the Engineer-in-charge, subject to the decision of the Superintending Engineer, on appeal shall be final and the contractor shall be bound to pay the- amount of the assessor compensation on demand, failing which the same will be recovered from the Contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

ખંડ-૨૩ કામના વિસ્તાર અથવા તેના બહાર થયેલ કોઈપણ નુકશાન માટે કંટ્રાક્ટર જવાબદાર હોવા બાબત : ખંડ ૨૨ માં જણાવ્યા પ્રમાણે આગ પ્રસરવાથી થયેલ કોઈપણ નુકશાન સહિત કંટ્રાક્ટરના મજૂરોએ ઈરાદાપૂર્વક કે અજાણતા સરકારી મિલકતની હદની અંદર કે બહાર કરેલા બધા જ નુકશાનના વળતરનો અંદાજ હવાલા ઈજનેર અથવા એમણે નીમેલા બીજા કોઈ અધિકારી કાઢશે અને હવાલાના ઈજનેરનો આ અંદાજ, અપીલ થયે, અધિક્ષક ઈજનેરના ચુકાદાને આધિન, આખરી ગણાશે અને માંગણી કરતા આકારાયેલી વળતરની તેવી રકમ ચુકવવા માટે કંટ્રાક્ટર બંધાયેલ રહેશે અને તેમ કરવામાં કસુર કરશે તો તેવી રકમ ખંડ -૧ માં ઠરાવેલ રીતે નુકશાની તરીકે કંટ્રાક્ટર પાસે થી વસુલ કરવામાં આવશે અથવા આ કંટ્રાક્ટર હેઠળ અન્યથા સરકાર પાસે લેણી થતી કે હવે પછી લેણી થાય તેવી રકમ માથી હવાલાના ઈજનેર કાપી લેશે.

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

આગ પ્રસરતી અટકાવવા સારૂ સાવચેતીના પગલા લેવામાં થયેલી બેદરકારીને પરિણામે કોઈ વ્યક્તિને થયેલ ઈજા માટે કોઈ પગલા લે કે બી કાનુની કાર્યવાહી કરે તો તેની સામેના બચાવનું ખર્ચે કંટ્રાક્ટરે ભોગવાનું રહેશે અને તેવી કાર્યવાહીને પરિણામે કોર્ટ તરફથી ચુકાદો આપતા તે નુકસાનની અને ખર્ચે ભરવાનું થાય તેમણે ચુકવવાનું રહેશે.

CLAUSE 24 : Deleted.

CLAUSE 25 : Deleted.

CLAUSE 26 Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent : The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceeding to get himself be adjudicated an insolvent or make any compromise with his creditors, or attempt to do so, the Engineer-in-charge may, by notice in writing rescind the contract. Also if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

ખંડ-૨૬ બાંધકામ પેટા ભાડે ન આપવા બાબત. મંજૂરી વીના પેટા ભાડે આપવાથી અથવા સરકારી અધિકારીને લાંચ આપે માટે અથવા કંટ્રાક્ટર નાદાર થયેથી કંટ્રાક્ટર રદ થાય અને જામીન અનામત જપ્ત થવા બાબત : હવાલા ના ઈજનેરના લિખિત પરવાનગી સિવાય કંટ્રાક્ટર કોઈને એસાઈન કરી શકશે નહીં. અને કંટ્રાક્ટર તેમનો કંટ્રાક્ટર એસાઈન કરશે અથવા પેટાભાડે આપશે કે તેમ કરવાનો પ્રયત્ન કરશે કે નાદાર બનશે કે પોતાને નાદાર કરાવવા માટેની કોઈ કાર્યવાહી કે પોતાના લેણાદારો સાથે કોઈ પટાવત કરશે કે તેમ કરવાનો પ્રયત્ન કરશે તો હવાલાના ઈજનેર લિખિત નોટીસ આપીને કંટ્રાક્ટર રદ કરી શકશે વળી કંટ્રાક્ટર કે તેમનો કોઈ નોકર કે એજન્ટ સરકારી અધિકારીને અથવા સરકારી નોકરીમાના કોઈ પણ વ્યક્તિ ને તેના હોદા કે નોકરીની રૂએ કોઈ પણ પ્રકારની લાંચ, બક્ષિસ, ભેટ, અનુલાભ ઈનામ કે આર્થિક બીજા કોઈ પ્રકારના લાભ પ્રત્યક્ષ કે પરોક્ષ રીતે આપશે, આપવાનું વચન આપશે કે આપવાની તૈયારી બતાવશે અથવા આવા કોઈ અધિકારી કે વ્યક્તિ પ્રત્યક્ષ કે પરોક્ષ રીતે કંટ્રાક્ટમાં હિત ધરાવતા થશે તો હવાલાના ઈજનેર લિખિત નોટીસ આપીને કંટ્રાક્ટ રદ કરી શકશે આવી રીતે કંટ્રાક્ટ રદ થતા કંટ્રાક્ટની જામીન અનામત જપ્ત થયેલ ગણાશે અને તે સંપૂર્ણપણે સરકાર હસ્તક રહેશે અને આ કરારના ખંડ- ૩ હેઠળ જાણ કરે કે કંટ્રાક્ટ રદ કરવામાં આવ્યો હોય તેવા જ તેના પરિણામો આવશે અને વધુમાં કંટ્રાક્ટ હેઠળ ખર્ચ કરેલા કોઈપણ કામ માટે કોઈ રકમ વસુલ કરવાનું કે ચુકતે લેવાનો હકક રહેશે નહીં.

Signature of the contractor :
કંટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

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.

અંક-૨૭ ખરેખર ગયેલ ખોટને લક્ષમાં લીધા સિવાય વળતરરૂપે ચુકવણી થતી રકમને વ્યાજબી ગણવા બાબત : ખરેખર ખોટ કે નુકશાનને લક્ષમાં લીધા સિવાય અને કોઈ નુકશાન થયું હોય કે ન થયું હોય તો પણ આ શરતોમાની કોઈપણ શરત હેઠળ કન્ટ્રાક્ટરે વળતરરૂપે ચુકવણી થતી તમામ રકમને વ્યાજબી વળતર ગણવામાં આવશે અને તે સરકારમાં ઉપયોગમાં લેવાશે.

CLAUSE 28 : Change in the constitution of firm to be notified : In the case of a tender by partners, any change in the constitution of a firm shall be forthwith notified by the Contractor to Engineer-in-charge for his information.

અંક-૨૮ પેઢીના બંધારણમાં કોઈ ફેરફાર થયે તેની જાણ કરવા બાબત : ભાગીદારોએ ટેન્ડર ભર્યું હોય તે કેસમાં પેઢીનાં બંધારણમાં કોઈ ફેરફાર થતા કન્ટ્રાક્ટરે હવાલાના ઈજનેરને તેમની જાણ અર્થે તેવા ફરફાર અંગે તરત મહિતગાર કરવાના રહેશે.

CLAUSE 29 : Works to be under directions of Superintending Engineer : All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of Superintending Engineer of the Circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

અંક-૨૯ અધિક્ષક ઈજનેરની કોઈ સુચના હેઠળ કામો કરવા બાબત : કન્ટ્રાક્ટર હેઠળ કરવાના બધાજ કામ સર્કલના જે તે વખતના અધિક્ષક ઈજનેરની સુચના હેઠળ તમામ બાબતો માટે તેમની મંજૂરીને આધિન રહીને કરવાના રહેશે. આ કામ ક્યા સ્થળે કે સ્થળોએ અને કેવી રીતે શરૂ કરવા વખતો વખત કેવી રીતે આગળ ધપાવવા તે અંગે સુચના આપવા અધિક્ષક ઈજનેર હકકદાર રહેશે.

CLAUSE 30 : (1) Disputes to be referred to Tribunal : The disputes relating to this contract, so far as they relate to any of the following matters, Whether such disputes arise during the progress of the work or after the completion or abandonment thereof, shall be referred to the Arbitration Tribunal, Gujarat State.

(i) The rates of payment under clause 5 for any tools, materials and stores, in or upon the works of the site thereof or belonging to the contractor or procured by him and intended to be used for execution of the work or any part thereof possession of which may have been taken by the Engineer-in-charge under the said clause - 5.

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

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

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

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

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

vii) The amount of compensation payable by the contractor for damages as estimated and assessed under clause 23.

(viii) The amount payable to the contractor for the work carried out under clause 33 in accordance with the instructions and the requirements of the Engineer-in-charge in a case where there are no specifications.

(2) The provision of Section-21 of the GPWD dispute Arbi. Tribunal Act-92 & order issued by the Govt. in connection with this Act will now apply for Arbitration (As per Government in N. & W.R.D. letter No. SUT/ 1090/ 2679/ K2 dtd. 9/2/94.

(3) The provision of Arbitration Act., shall in so far as they are inconsistent with the provision of this act. cease of to apply to any dispute arising from a works contract and all arbitration proceedings in relation to such dispute before an arbitrator, court of authority shall stand transferred to the Tribunal.

(4) The awards declared by the arbitrator should be speaking award, giving reasons and calculations for every item of claims. The decision will have to be implemented by all the departments of the State Government and Public Sector Enterprises of Gujarat. (Resolution F.D.No. PB/1088/735/KT/Sachivalaya/Gandhinagar 5th October 1988.)

(5) In case of dispute leading to the contractor or Government of Gujarat approaching to Court of Law, It shall be within the jurisdiction where the site of work is situated.

(6) The reference to arbitration proceeding under this clause shall not:

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

(i) effect the right of the Engineer-in-charge under clause 5 to take possession of all or any tools, plants, materials and stores in or upon the works of site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.

(ii) Preclude the Engineer-in-charge from utilizing the materials purchased by the contractor in any work or from removing such materials to other places, during the period the work is stopped or suspended in pursuance of notice given to the contractor under clause 15.

(iii) Entitle the contractor to stop the progress of the work or the carrying out the additional or altered work in accordance with the provisions of clause 14 or as the case may be, of clause 33.

CLAUSE 31 : Deleted.

CLAUSE 32 : Lump sum in estimates : When the estimate on which a tender is made includes lump sum in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may, as his discretion, pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him, under the provisions of this clause.

ખંડ-૩૨ અંદાજના ઉચ્ચ રકમો : જે અંદાજના આધારે ટેન્ડર તૈયાર કરવું હોય તેમા જો કામના અમુક ભાગો અંગે ઉચ્ચ રકમનો સમાવેશ થતો હોય તો આવી બાબતો માટે આ કંટ્રાક્ટ હેઠળ ચુકવવાપાત્ર હોય તેજ દરે, થયેલ કામની બાબતો માટે ઉક્ત કામના કોઈ ભાગ માટે ચુકવણી મેળવવા કંટ્રાક્ટર હકકદાર રહેશે. અથવા હવાલાના ઈજનેરના મતે ઉક્ત કામના તે ભાગનું માપ લઈ શકાય તેમ ન હોય તો હવાલાના ઈજનેર પોતાના સ્વવિવેક અનુસાર અંદાજમાં નોંધાયેલી ઉચ્ચ રકમ ચુકવી શકશે અને આ ખંડની જોગવાઈ હેઠળ કંટ્રાક્ટરને ચુકવવાપાત્ર થતી રકમ કે રકમોને લગતું હવાલાના ઈજનેરનું લિખિત પ્રમાણપત્ર તેના માટે આખરી અને નિર્ણાયક લેખાશે.

CLAUSE 33 : Action where no specifications : In the case of work for which there is no such specification, such work shall be carried out in accordance with the Divisional Specification and in the event of there being no Divisional Specifications, then, in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

ખંડ-૩૩ કોઈ વિગતો ન આપી હોય ત્યારે લેવાના પગલા : કોઈ વિગતો ન હોય તેવા પ્રકારના કામની બાબતમાં તેવું કામ ડિવિઝનની વિગતો અનુસાર હાથ ધરવાનું રહેશે અને ડિવિઝનની વિગતો ન હોય ત્યારે તેવું કામ તમામ રીતે હવાલાના ઈજનેરની સુચનાઓ અને જરૂરીયાત અનુસાર હાથ ધરવાનું રહેશે.

CLAUSE 34 : Definition of work : The expression "work" or "works" where used in these conditions shall, unless, there be something in the subject or context repugnant to such construction be construed to mean the work, or the works, contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

ખંડ-૩૪ કામની વ્યાખ્યા : આ શરતોમા વપરાયેલ કામ અથવા શબ્દપ્રયોગ વિષયના સંદર્ભમાં કશું વિરુદ્ધ ન હોય તો કામચલાઉ કે કાયમી અને મૂળ સુધારેલા બદલવામા આવેલા કે વધારાના કંટ્રાક્ટ હેઠળ કેકંટ્રાક્ટની રૂએ કરવાના થતા કામ કે કામો એવો થશે.

CLAUSE 35 : Contractor's percentage whether applied to net or gross amount of the bill : Percentage referred to in the tender shall be deducted from/ added to the gross amount of the bill before deducting the value of any stock issued. (This clause shall be Applicable only for B-1 tender)

ખંડ-૩૫ કંટ્રાક્ટરની ટકાવારી બિલના ચોખ્ખી કે એકંદરે રકમને લાગુ પાડવી : આપવામાં આવેલ કોઈ પણ માલસામાનની કિંમત બાદ કરતાં પહેલા ટેન્ડરમાં દર્શાવેલ ટકાવારી બિલની એકંદર રકમમાંથી બાદ કરવામાં આવશે - તેમાં ઉમેરવામાં આવશે. (આ ખંડ બી-૧ ટેન્ડરને જ લાગુ પડશે)

CLAUSE 36 : Non refund of quarry fees & Royalties : The contractor shall pay the royalty to the competent authority/ local body as per rules. The contractor shall furnish quarterly the statement showing quantity of quarried materials, from whom purchased (with full address of the seller) and copies 01 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, dated 23-10-1989.)

ઉદ્યોગ ખાણ અને ઉર્જા વિભાગ ના ઉપરોક્ત વિષય પરત્વેના તા. ૦૧/૦૧/૧૯૮૭ ના ઠરાવ ક્રમાંક એમ સી આર ૨૧૬૮ - ૬૬૮૫ છ માં જણાવ્યા પ્રમાણે કાર્યવાહી કરવાની સુચના.(૧) રૂ. ૨.૦૦ લાખ (બે લાખ) સુધીની અંદા રકમના કામો હોય તેવા કામો માટે કાર્યપાલક ઈજનેરશ્રી કામનો વર્ક ઓર્ડર આપે કે તુરત જ કામના શીડ્યુલ બીની નકલ જેતે વિસ્તાર ના મદદનીશ નિયામક અથવા ઓલો સ્ટ અથવા આસીસ્ટન્ટ ઓલો સ્ટ અથવા ભુસ્તર અને ખનીજ શાખાના લ્લા કચેરીની વડા જેઓ કલેક્ટરશ્રીની કચેરીમાં બેસે છે. તેમને આપવાની રહેશે(૨)રૂ. ૨.૦૦ લાખ (બે લાખ) થી ઉપરના કંટ્રાક્ટરોએ તેઓએ ખરીદેલ ખનીજ નો જથ્થો અને તે કયાથી ખરીદેલ છે. તે વેચનારની વિગતો દર્શાવતા બીલોની નકલો તથા પત્રના રૂપમાં માહિતી દર ત્રણ માસ ઉપર (૧) માં દર્શાવેલ અધિકારીને પુરી પાડવાની રહેશે. આ બીલોમાં માલ વેચનારનું લેનારનું નામ, માલ લેનારનું નામ અને જથ્થો, વગેરે દર્શાવેલા હોવા જોઈએ (૩) જરૂર પડે જરૂરી કિસ્સામાં ઉપર(૧) માં દર્શાવેલ અધિકારીશ્રી તરફથી વધુ માહિતી - વિગત

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

માલ કે બીલના સંબંધમાં માંગવામાં આવે તો તે જે કાર્યપાલક ઈજનેરશ્રી ખનીજ ખાતાના અધિકારીને તે વિગતો કન્ટ્રાક્ટર પાસેથી મેળવવા મદદ કરશે. જો આવી માહિતી સમય સર આપવામાં ન આવે તે કોઈ કાર્યપાલક ઈજનેરશ્રી, તરફથી આ અંગે સહકાર ન મળે તો ખનીજ વિભાગના અધિકારી તુર્તજ આ બાબત નિયામકશ્રીના ધ્યાન ઉપર મુકશે. જેઓ અંગે ઉધોગ , ખાણ અને ઉર્જા વિભાગ તથા જે તે સંબંધિત વિભાગના સચિવશ્રીના ધ્યાન ઉપર મુકશે. અને પત્ર મળ્યેથી સંબંધિત વિભાગના સચિવશ્રી, જે તે કાર્યપાલક ઈજનેરશ્રી ને તાત્કાલિક માહિતી પુરી પાડવા સુચના આપશે આ પંથા અમલી બનતા આ પરિપત્રની તારીખ થી સીક્યોરીટી ડીપોઝીટ પરત કરવા માટે રોયલ્ટી ભર્યો અંગેના પ્રમાણપત્રનો આગ્રહ રાખવાનો રહેશે નહીં.

રાજ્ય સરકારના બાંધકામ માટે વપરાતા ગૌણ ખનીજની રોયલ્ટી ભરવા બાત....

આ કામા જ્યારે સાદી માટી (ઓર્ડનરી ક્લે) અને (સોફ્ટ) મુરમ વાપરવામાં આવે તેના ઉપર પણ રોયલ્ટી ચુકવવા પાત્ર છે. વિશેષમાં ગૌણ ખનીજ બાબતમાં ગુ.ગો.ખ.નિ. ૧૯૬૬ અને તેના અનુસંધાનમાં વખતો વખત બહાર પાડવામાં આવેલા ઠરાવો, લાગુ પડશે, અને તે મુજબ લીઝ કે પરમીટ લેવાનું અને રોયલ્ટી ભરવાની રહેશે. (ઉધોગ, ખાણ અને ઉર્જા વિભાગ ઠરાવ ક્રમાંક એમ.એમ.આર./૧૧૨૦૦૦/૨૦૧૩/૭૭ તારીખ ૦૧/૦૮/૨૦૦૪

૧-અ કરાર હેઠળના ફાઈનલ બીલની નકલ લેના સંલગ્ન ઉધોગ અને ખાણ વિભાગના લેના ભુસ્તર અધિકારીને આપવાની રહેશે. (મા.મ.વિ.નો પરિપત્ર ક્રમાંક ટી.એન.સી. /૧૦/૨૦૦૨/(૧૪) સ તારીખ. ૨૮/૦૪/૨૦૦૩ તથા ૨૭/૦૪/૨૦૦૫.)

CLAUSE 37 : 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 (VIII of 1923) hereinafter called the said Act) for injuries caused to the workmen. If such compensation is paid by Government as principal under subsection 12 (1) of the said Act on behalf of the Contractor it shall be recoverable by Government from the contractor under sub-section 12 (2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.

ખંડ-૩૭ : કામદાર વળતર અધિનિયમ હેઠળ વળતર : કામદારોને થયેલ ઈજાઓ માટે ૧૯૨૩ ના કામદાર વળતર અધિનિયમ (૧૯૨૩ ના આઠમા)(હવે પછી જેને ઉક્ત અધિનિયમ કહો છે તે) હેઠળ ચુકવવાપાત્ર કોઈ પણ વળતર ચુકવવા કન્ટ્રાક્ટર જવાબદાર રહેશે ઉક્ત અધિનિયમની કલમ ૧૨ ની પેટા કલમ (૧) હેઠળ કન્ટ્રાક્ટર વતી સરકારે મુખ્ય પક્ષકાર તરીકે આવુ વળતર ચુકવ્યુ હોય તો સરકાર તે રકમ ઉક્ત કલમની પેટા કલમ (૨) અનવ્યે કન્ટ્રાક્ટર પાસેથી વસુલ કરી શકશે. આવુ વળતર ઉપરના ખંડ- ૧ માં જણાવેલી રીતે વસુલ કરવામાં આવશે.

CLAUSE 37-A : The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Government, the same shall be recoverable from the contractor for with and be deducted, without prejudice to any other remedy of Government from amount due or that may become due to the Contractor.

ખંડ-૩૭ક : અકસ્માતને પરિણામે કોઈ કામદારને શારીરિક ઈજા થાય તો તેને તબીબી સહાય પુરી પાડવા માટે કન્ટ્રાક્ટર જવાબદાર રહેશે અને તે અંગેનું ખર્ચ તેમણે ચુકવવાનું રહેશે. આવુ ખર્ચ સરકારે કયું હોય તો કન્ટ્રાક્ટર પાસેથી તરત જ વસુલ કરવા પાત્ર રહેશે અને સરકારના બીજા કોઈ પગલાને બાધ ન આવે એ રીતે કન્ટ્રાક્ટરની લેણી અથવા હવે પછી લેણી થનાર રકમ માંથી તે કાપી લેવાશે.

CLAUSE 37-B : The contractor shall provide all necessary-personal safety equipment and first aid apparatus available for the use of the person employed on the site and shall maintain the same in suitable condition for immediate use at any time and shall comply with the following regulations in connection therewith:

(a) The workers shall be required to use the equipment so provide by the Contractor and Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

(h) When work is carried on in a proximity 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 38 : The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the tender. In the case of increase in the quantities by more than 30% the new rate will be paid to the contractor for the quantities in excess of 30%. The rates for the increased quantities as aforesaid will be fixed in the manner specified in clause -14.

Signature of the contractor :
કન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

CLAUSE 39 : Employment of famine or other labour : The contractor shall employ any famine, convict or other labour or particular kind or class, if ordered in writing to do so by the Engineer-in-charge.

ખંડ-૩૯ દુષ્કાળગ્રસ્ત વિસ્તારના અથવા બીજા મજૂરોને કામે રાખવા બાબત : હવાલાના ઈજનેર એવો લેખિત હુકમ કરે તો દુષ્કાળથી અસરગ્રસ્ત ગુનેગાર તરીકે સજા પામેલ અથવા અમુક ચોક્કસ પ્રકારના કે વર્ગના બીજા મજૂરોને કન્ટ્રાક્ટરે કામે રાખવાના રહેશે.

CLAUSE 40 : 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 41 : No claim for compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartment. The rates are inclusive of hard or cracked soil, excavation in mud, sub soil water or water standing in borrow-pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.

ખંડ-૪૧ કામ કરવામાં થયેલ વિભ માટે વળતર અંગેનો હકક દાવો : ચોકડીમાં અથવા કોઈ ભાગમાં પાણી જવાને કારણે કામ કરવામાં વિલંબ અંગે કશું વળતર અપાસે નહીં. આ દરમાં સખત અથવા તિરાડવાળી જમીન માટેના કાદવ અને ભૂગર્ભ જળવાળા ભાગમાં પાણી ભરાઈ રહેતું હોય તવી ચોકડીની જગ્યામાં ખોદકામ માટેના દરનો સમાવેશ થાય છે અને તેથી અન્યથા સ્પષ્ટ જણાવ્યું હોય તે સિવાય, વધારાના દર માટે કોઈ હકકદાવો ધ્યાનમાં લેવાશે નહીં.

CLAUSE 42 : Entering upon or commencing any portion or work : The Contractor shall not enter upon or commence any portion or work except with the written authority and instruction of the Engineer-in-charge or of his subordinate in charge of the work. Failing such authority, the Contractor shall have no claim to ask measurement of or payment for work.

ખંડ-૪૨ કામનો કોઈ ભાગ નવેસરથી હાથ ધરવા કે શરૂ કરવા બાબત : હવાલાના ઈજનેરને અથવા તબાના કામના હવાલાના અધિકારીનો લિખિત હુકમ અને સુચના સિવાય કન્ટ્રાક્ટ કામનો ભાગ નવેસરથી હાથ ધરી કે શરૂ કરી શકશે નહીં આવો હુકમ ન મળ્યો હોય તો કામના કોઈ માપ લેવા અંગે કે ચુકવણી માટે કન્ટ્રાક્ટર કશો હકકદાવો કરી શકશે નહીં.

CLAUSE 43 : Minimum age of person employed : (i) No Contractor shall employ any person who is under the age of 15 years.

ખંડ-૪૩ કામે રખાયેલ વયક્રિઓની ઓછામાં ઓછી વય : કન્ટ્રાક્ટર ૧૫ વર્ષની નીચેની ઉંમરની કોઈપણ વ્યક્તિ કામે રાખસ શકશે નહીં.

CLAUSE 43(1)(A) : The employment of donkeys and / or other animals and the payment of fair wages : For Asphalt work(s) as far as possible, only the adult persons should be employed by the contractor. If the adult persons are not available, then the children below the age of 15 (Fifteen years) should not be employed under any circumstance.

(ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape. (Nawar).

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

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

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

(iv) The Engineer-in-charge or his agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion work by such removal.

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

(v) The contractor shall pay fair and reasonable wages to the workman employed by him in the contract undertaken by him. In the event of any dispute arising between the Contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Engineer-in-charge who shall decide the same. The decision of the Engineer-in-charge shall be conclusive and binding on the Contractor, but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Government at the sanctioned tender rates.

(૫) પોતે હાથ ધરેલા કન્ટ્રાક્ટ માટે કામે રાખેલ કામદારોને કન્ટ્રાક્ટરે વ્યાજબી વેતન ચુકવાનું રહેશે ચુકવેલ વ્યાજબી ન હોવાના મુદ્દા પર કન્ટ્રાક્ટર અને તેમના કામદારો વચ્ચે કોઈ ઝઘડો ઉભો થાય તો એ ઝઘડો વિના વિલંબે હવાલાના ઈજનેરને સોંપવામાં આવશે અને તે અંગે તેઓ નિર્ણય આપશે. હવાલાના ઈજનેરનો નિર્ણય કન્ટ્રાક્ટર માટે નિર્ણાયક અને બંધનકર્તા રહેશે. પરંતુ આ નિર્ણયથી મંજૂર કરેલા ટેન્ડરના દરે સરકારે કરવાની થતી ચુકવણીને લગતી કન્ટ્રાક્ટ માની શરતોને કશી અસર થશે નહીં.

Signature of the contractor :
કન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

(vi) The contractor shall provide drinking water facilities to the workers / labourers employed on Government works. Amenities relating to sanitation shall also be provided to the workers/labourers employed on works (in urban areas). If the contractor fails to comply with these provisions, the Engineer-in-charge shall give notice in writing and if the contractor does not provide this facility to the workers/labourers within a period of ten days from the date of the notice in writing, the Engineer-in-charge shall thereupon make the arrangement for drinking water at the cost of the contractor.

(૬) સરકારી કામે રાખેલ કામદારો : મજુરોને પીવાના પાણીની સગવડ કંટ્રાક્ટરે પુરી પાડવાની રહેશે. (શહેરી વિસ્તારોમાં) કામે રાખેલ કામદારોને સ્વચ્છતા વિષયક સગવડો પણ પુરી પાડવાની રહેશે. કંટ્રાક્ટર આ જોગવાઈનું પાલન કરવામાં નિષ્ફળ જશે તો હવાલાના ઈજનેર તેને લેખિત નોટીસ આપશે અને કંટ્રાક્ટર આવી લેખિત નોટીસની તારીખ દિન દસની મુદતમાં કામદારો – મજુરોને આ સગવડ નહીં આપે તો હવાલાના ઈજનેર કંટ્રાક્ટર ના ખર્ચે પીવાના પાણીની વ્યવસ્થા કરશે.

(vii) The contractor shall provide the amenity of proper shade and shelter to the workers/labourers and their children on Government works as soon as the work starts. If the contractor fails to provide shed and shelter, the Engineer-in-charge shall provide the same at the cost of contractor.

(૭) કામ શરૂ થાય કે તરત જ કંટ્રાક્ટરે સરકારી કામ પરના કામદારો મજુરો અને તેમના બાળકો ને યોગ્ય શેડ અને આશ્રય આપવાની સગવડ પુરી પાડવાની રહેશે. શેડ અને આશ્રયસ્થાન પુરા પાડવામાં કંટ્રાક્ટર નિષ્ફળ જશે તો કંટ્રાક્ટરના ખર્ચે હવાલાના ઈજનેર પુરા પાડશે.

CLAUSE 44 : Method of payment : Payment to contractor shall be made by cheque drawn on any treasury within the division convenient to them, provided the amount exceeds Rs. 10 Amount not exceeding Rs. 10 will be paid in cash.

ખંડ-૪૪ : ચુકવણીની રીત : ચુકવણીની રકમ રૂા. ૧૦ કરતા વધુ હોય તો કંટ્રાક્ટરને અનુકુળ હોય તેવી ડિવીઝનના વિસ્તારની કોઈપણ તિજોરી પરના ચેક દ્વારા તેમને ચુકવણી કરાશે રૂા. ૧૦ થી વધુ ન હોય તેવી રકમ રોકડેથી ચુકવવામાં આવશે.

CLAUSE 44-A : Any sum of money due and payable to the Contractor (including the security deposit returnable to the contractor) executing any Government work or work of any District Panchayat wholly financed as grant-in-aid under this contract shall be appropriated by any District Panchayat / Government and shall be set off against any claim of the Government/District Panchayat of Gujarat state by the District Panchayat of Gujarat State/Government for the payment of a sum of money arising out or under any other contract made by the contractor with the Government/District Panchayat of Gujarat State for the work wholly 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 45 : Deleted

CLAUSE 46 : Employment of scarcity labour : If Government declares a state of scarcity or famine to exist in any village situated within 16 kilometers of the work, the Contractor shall employ upon such parts of the work, as are suitable (or unskilled labour, any person certified to him by the Engineer-in-charge or by any persons to whom, the Engineer-in-charge may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons, wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the imple-mentation of this clause shall be decided by the Engineer-in-charge whose decision shall be final and binding on the contractor.

ખંડ-૪૬ : અસરગ્રસ્ત વિસ્તારનાં મજુરો કામે રાખવા બાબત : કામના સ્થળેથી ૧૬ કિલોમીટરની અંદર આવેલા કોઈપણ ગામના અછતની અથવા દુષ્કાળની સ્થિતિ પ્રવર્તતી હોવાનું સરકાર જાહેર કરે, તો જેમા કુશળ કારીગરોની જરૂર નહોય તેવા કામના કોઈ પણ ભાગ ઉપર કંટ્રાક્ટરે, હવાલાના ઈજનેર અથવા તેમણે તે અંગેની ફરજ જેને લેખિત રીતે સોંપી હોય તેવી વ્યક્તિઓને રાહત ની આવશ્યકતા હોવાનું પંમાણપત્ર આપ્યું હોય તેમને કામે રોકવાના રહેશે અને આ અંગે સરકારે જે દર નક્કી કર્યો હોય તેથી ઓછા ન હોય એવા દરે આવી વ્યક્તિઓને વેતન ચુકવવા તે બંધાયેલા રહેશે. આ ખંડના અમલ પરત્વે કોઈપણ તકરાર ઉપસ્થિત થાય તો તેનો નિર્ણય હવાલાના ઈજનેર કરશે અને તે નિર્ણય કંટ્રાક્ટર માટે આખરી અને બંધનકર્તા રહેશે.

CLAUSE 47 : Deleted

CLAUSE 48 : The rates to be quoted by the Contractor must be inclusive of sales tax. No extra payment on this account will be made to the contractor.

ખંડ-૪૮ : કંટ્રાક્ટર ટાંકે તે ભાવમા વેચાણવેરાનો સમાવેશ થઈ ગયેલો ગણાશે. આ પેટે કંટ્રાક્ટરને કોઈ વધારાની ચુકવણી કરવામાં આવશે નહીં.

CLAUSE 49 : The Contractor should, as far as possible, obtain his requirement of labourers skilled and unskilled, from the nearest Employment Exchange so as to utilise 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 utilised to the maximum extent possible.

ખંડ-૪૯ : કંટ્રાક્ટરે જોઈતા કુશળ અને બિનકુશળ મજુરો શક્ય હોય ત્યા સુધી નજીકમાં નજીકની રોજગાર કચેરીઓથી મેળવવા જેથી સ્થાનિક રોજગાર શક્તિનો ઉપયોગ થઈ શકશે સ્થાનિક રોજગાર કચેરીઓ ન હોય અથવા આવી કચેરીઓ જરૂરી મજુરો સ્થાનિક રીતે પુરા પાડી શકે તેમ ન હોય તો યોગ્ય મજુરોનો બંને તેટલા વધુ પ્રમાણમાં ઉપયોગ કરવો.

Signature of the contractor :
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Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

CLAUSE 50 : 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 labourer/workers from his (Contractors') 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 account of the action as aforesaid. Before the action as aforesaid, is enforced, a notice in writing to the Contractor shall be issued by the Engineer-in-charge to pay the wages as per Minimum Wages Act in force at the relevant time. If Contractor does not act as afore said within seven days, then the action contemplated as above shall be taken against him.

ખંડ-૫૦ : બાજબી વેતન : વખતોવખત અમલમાં હોય તેમજ ૧૯૮૪ ના લઘુત્તમ વેતન અધિનિયમ હેઠળ સરકારે નિયમ કરેલા લઘુત્તમ વેતન મજૂર (મજૂરો) ને કામદાર (કામદારો) ને સાત દિવસમાં કન્ટ્રાક્ટ ન ચુકવે તો હવાલાના ઈજનેરને યોગ્ય તપાસ કરી તેમજ (મજૂર) મજૂરોને કામદાર (કામદારો) નો હક્કદાવો સ્થાપિત કરીને (મજૂર) મજૂરોને કામદાર (કામદારો) ચુકવવાપાત્ર રકમ કન્ટ્રાક્ટરના બિલો અથવા કન્ટ્રાક્ટરે ચુકવવા પાત્ર અનામતોની રકમ માથી કાપી લેવાની છુટ રહેશે.

ઉપર જણાવ્યા મુજબ લેવામા આવેલા પગલાને કન્ટ્રાક્ટરને કોઈપણ નુકશાન જાય તો તે માટે કોઈપણ ચુકવણી અથવા વળતર મળવાપાત્ર રહેશે નહીં ઉપર જણાવ્યા મુજબનુ પગલુ અમલમા મુકવામા આવે તે પહેલા હવાલાના ઈજનેર તે સમયે અમલમા હોય તે લઘુત્તમ વેતન અધીનયમ અનુસાર વેતન ચુકવવામાં કન્ટ્રાક્ટરને લિખિત નોટીસ આપશે. કન્ટ્રાક્ટર ઉપર જણાવ્યા મુજબ સાત દિવસમાં વર્તશે નહીં તો તેની સામે ઉપર વિચાર્યો મુજબના પગલા ભરવામાં આવશે.

CLAUSE 51 : Deleted

CLAUSE 52 : List of Machinery : The contractors shall also give a list of machineries in his possession and which they propose to use on the work.

ખંડ-૫૨ : ઝેંત્ર સામગ્રીની યાદી : કન્ટ્રાક્ટરે પોતાના કબજામાની અને કામ માટે ઉપયોગમાં લેવા વિચારેલ યંત્ર સામગ્રીની યાદી પણ આપવાની રહેશે.

CLAUSE 53 : (i) In case, the roller deployed by Department for the use on contract work is kept idle by the contractor for want of adequate labour and materials, the contractor will have to pay rental charges as per prevailing rules even though the items of rolling and watering are to be carried out by the department.

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

CLAUSE 54 : Local labour on normal rates : The contractor shall have to engage local labour and person seeking employment where available on normal rate.

ખંડ-૫૪ : સામાન્ય દરે સ્થાનિક મજૂરો : સામાન્ય દરે મળી શકે તેમ હોય ત્યા રોજગાર વાંછુ સ્થાનિક મજૂરો અને સ્થાનિક વ્યક્તિઓને કન્ટ્રાક્ટરે કામે રાખવાના રહેશે.

CLAUSE 55 : Rent will be recovered from the contractor for the land given to them for stacking materials as well as for construction of temporary hutments etc.

Land measuring Charges

1. One hectare or less	Rs. 5 Per month
2. More than 1 hectare & upto 2 hectares	Rs. 10 per month
3. More than 2 hectare & upto 3 hectares	Rs, 15 per month
4. More than 3 hectare & upto 4 hectares	Rs. 20 per month

CLAUSE 56 : 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.

ખંડ-૫૬ : કન્ટ્રાક્ટર છેલ્લા ૩ વર્ષની મુદત દરમ્યાન શીતળાની રસી અપાઈ હોવા બાબતનુ સ્વીકાર્ય પ્રમાણપત્ર રજુ કરનાર મજૂરોને જ કામે રાખશે.

CLAUSE 57 : 1 Huts : The contractor shall build sufficient number of huts on a suitable plot of land for the use of the laborers according to the following specifications :

- (1) Huts of bamboos and grass may be constructed.
- (2) A good site shall be selected. High ground removed from jungle but well provided with trees shall be chosen wherever it is available. The neighborhood of rank jungle, grass or weeds should particularly be avoided. Camps should not be established close to large cuttings of earth-work.
- (3) The lines of huts shall have open spaces of at least 1 0 m. between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.
- (4) There should be no over-crowding. Floor spaces at the rate of 2.8 Sq.m. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
- (5) The contractor must find out his own land, if he wants Government land, he should apply for it and pay assessment for it.

Signature of the contractor :
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Signature of the Chief Officer :
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2. Drinking Water : The contractor shall as far as possible, provide an adequate supply of chlorinated pure potable drinking water for the use of labourers. This provision shall be at the rate of not less than 4.5 liters per head. No provision need-be made where there is a suitable nalla, river or well within 0,4 km of the camp. However arrangement should as far as possible, be made to chlorinate water by chlorinated tablets before it is allowed for drinking purpose.

3. The contractor shall construct semi permanent latrines for the use of Labourers on the following scale, namely;

(a) Where females are employed, there shall be at least one latrine for every 25 females

(b) Where males are employed, there shall be at least one latrine for every 25 males

Provided that where the number of males or female exceed 1 00, it shall be sufficient if there is one latrine for every 25 males or females, as the case may be up to the first 100 and one for every 50 thereafter.

4. Privacy in latrines : Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

5. Notice to be displayed outside latrines and urinals : (1) Where workers of both sexes are employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority of the workers For Men Only or. For Women Only : as the case may be.

5 (2) The notice shall also bear the figures of a man or of a women, as the case may be.

6. Urinals : There shall be at least one urinal for male/female workers up to 50 employed at a time. Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 males or females or part thereof.

7. Latrines and Urinals to be accessible : (1) The latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment. (2) (i) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times (2) (ii) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

8. Water for latrines and urinals : Water shall be provided by means of pipes or tanks or the otherwise, so also be conveniently accessible in or near the latrines and urinals.

9. Bathing and washing places : (1) The contractor shall construct sufficient number of bathing places; every unit of 20 persons being provided with a separate bathing place. (2) Washing places should also be provided for the purposes of washing clothes. Every unit of 30 persons shall have at least one washing place. (3) such bathing and washing places should be suitably screened and separate places provided for male and female workers. (4) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

10. Drainage : The contractor shall make sufficient arrangement for draining away the sewerage water as well as water from the bathing and washing places and shall dispose off this waste water in such a way as not to cause nuisance. The contractor should obtain a permission from the Gujarat Water Pollution Control Board, Gandhinagar if Water is so be drained in river or near the well.' The 'contractor would put malarial oil once in a week in stagnant water round about the residence.

11. Medical facilities : The contractor shall engage a medical officer with a traveling dispensary for a camp having 500 or more persons if there is no Government or other private dispensary situated within 6 k.m. from the camp.

12. Conservancy and cleanliness : The contractor shall provide the necessary staff for effecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-m-charge. At least one sweeper per 200 persons should be engaged. Conservancy staff should dump refuse in compost pit, away from the labour camp.

13. Health Provisions : The District Health Officer of the District or the Deputy Director of Health Services shall be consulted before opening a labour camp and his instructions on matters, such as the water supply, sanitary convenience, the camp-site, accommodation and food supply shall be followed by the contractor.

14. Precautions against epidemic : (a) The authorities in charge of the colonies should get the labourers inoculated against cholera and plague and vaccinated against small pox at the time of recruitment, If they are not inoculated or vaccinated within 6 months or 3 years respectively prior to the date of recruitment.

(b) When, in any labour camp there is an epidemic disease or is threatened with such an outbreak, the authorities in charge of the labour camps should ensure that all the inmates of the labour colonies are inoculated or vaccinated as the case may be, depending on the diseases, within 72 hours after the outbreak.

(c) The authorities in charge of the labour colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day of the outbreak, to the Mamlatdar of the Taluka, the District Health officer or to the Deputy Director of Public Health in charge of that area and the Director of Public Health. Thereafter they should continue to send daily reports to the above officers in the prescribed form regarding the progress of the epidemic disease.

(d) When the authorities in charge of the labour colony suspect or have reason to believe that any inmate of the labour colony is suffering from the infectious or contagious disease, they shall forthwith arrange for the segregation of such persons to isolated huts to be specifically provided for the purpose and also for their treatment.

(e) As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labour colonies should report promptly the occurrence of unusual incidence of cases of malaria and also inform the District Health Officers of the District, Deputy Director of Public Health (Malaria) and the Director of Public Health and also arrange to institute all necessary anti malarial measures as may be advised by the officials of the Public Health Department.

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

15. Rest rooms : (1) In every place where in contract labour is required to halt at night in connection with the contract works and in which employment of contract labour is likely to continue for three months or more, the contractor shall provide and maintain rest rooms or other suitable alternative accommodation within fifteen days of the employment of contract labour.

(2) If the amenity referred to in sub rule is not provided by the contractor within the period prescribed, the employer shall provide the same within a period of fifteen days of the expiry of the period laid down in the sub-rule (1).

(3) Separate rooms shall be provided for women employees.

(4) Effective and suitable provision shall be made in every room for securing and maintaining adequate ventilation for the circulation of fresh air and there shall also be provided and maintained sufficient and suitable natural or artificial lighting.

(5) The rest room or other suitable alternative accommodation shall be of such dimensions as to provide at least a floor area of 1 sq.mt. for each person making use of rest rooms.

(6) The rest room or other suitable alternative accommodation shall be so constructed as to afford adequate protection against heat, wind, rain and shall have smooth, hard and impervious surface.

(7) The rest rooms or other suitable alternative accommodation shall be at a convenient distance from the establishment and shall have adequate supply of wholesome drinking water.

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

(2) If the contractor fails to provide the canteen facilities within the time laid down the same shall be provided by the principal employer within sixty days of the time allowed to the contractor.

(3) The Canteen shall be maintained by the contractor or principal employees as the case may be in an efficient manner.

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

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

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

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

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

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

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

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

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

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

19. Equipment in canteen : (1) (i) There shall be provided and maintained sufficient utensils, crockery, cutlery, furniture and any other equipment necessary for the efficient running of the canteen.

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

(2) (i) Suitable clean-clothes for the employees serving in the canteen shall also be provided and maintained.

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

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

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

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

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

(a) the rent for the land and building.

(b) the depreciation and maintenance charges for the building and equipment provided for in the canteen.

(c) the cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.

(d) The water charges and other charges incurred for lighting and ventilation.

(e) The interest on the amount spent on the provisions and maintenance of furniture and equipment provided for in the canteen.

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

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

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

CLAUSE 58 : Contractor shall have to arrange for the supply of gumboots. Hand gloves, mask etc. invariably to the labourers/ workers engaged by the contractor on asphalt work.

CLAUSE 59 : The Contractor shall not show any distinction between Harijan and other class of labourers/workers employed to carry out the Government work.

CLAUSE 60 : Price variation clause : Price variation : For (A) Labour (B) Materials and (C) RO.L. The amounts payable to the Contractor for the work done shall be adjusted for increase or decrease in the rates of labour/materials excepting those materials supplied by Government as per Schedule-A and P.O.L. as under:

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

$$VI = 0.75 \times \left\{ \frac{PI}{100} \times R \times \frac{i - io}{io} \right\}$$

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

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

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

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

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

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

pi = Percentage of labour components (specified in Schedule _____%) of the item.

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

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

$$Vm = 0.75 \times \left\{ \frac{Pm}{100} \times R \times \frac{i - io}{io} \right\}$$

Vm = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates of material.

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

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

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

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

i = The average wholesale price index (all commodities) for the quarter under consideration. Pm = Percentage of material component (specified in schedule _____%) of item.

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

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

$$Vd = 0.75 \times \left\{ \frac{Pd}{100} \times R \times \frac{D - Do}{Do} \right\}$$

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

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

- (i) Materials supplied from the Department store to the Contractor at fixed rate as specified in schedule-A and.
- (ii) Value of cement, steel and asphalt brought by the contractor valued at star rate plus the increase/decrease for which price adjustment is done under sub-clause 59/A below :-
Do = The average price of high speed diesel (HSD) fixed by I.O.C.-for the district in which the work is to be carried out for the quarter in which the tenders were opened.
D = The average price of HSD fixed by the I. O. C. for the district in which the work is to be carried out for the quarter under consideration.
Pd = Percentage of P. O. L. Component (specified in schedule) _____% of the item.

Conditions for variation except for Cement, Steel and Asphalt :

- (1) No adjustment shall be done for the work done in the first twelve months of the time limit. Adjustment payable/ recoverable will be calculated for the remaining work done during the subsequent period.
- (2) The sum total price adjustment for A, B and C will be limited to _____% of the estimated cost of work put to tender less the cost of Materials supplied from the Departmental store to the Contractor at fixed rate as specified in schedule-A and cement, steel and asphalt valued at input rates mentioned as under on which the sanctioned estimate is based. When clause 60A (B-1) 59A (B-2) is not deleted.

	Quantity		Input rate per ton	
Cement :	---	M.T. Rs.	---	per M.T.
Mild Steel :	---	M.T. Rs.	---	per M.T.
HYSD Bars :	---	M.T. Rs.	---	per M.T.
80/100 Asphalt :	---	M.T. Rs.	---	per M.T.

- (3) The quarter referred to in the above formula shall mean the quarter of the calendar year January to March, April to June, July to September and October to December. Even if the tenders are opened in the middle of a quarter, the average index for the calendar .quarter will be considered. The same principle would apply for identifying-the quarter when the work is completed in the middle of calendar quarter.
- (4) The value of extra items will be excluded for working out the value of 'R' in the above formula in all these cases.
- (5) Intermediate payment of escalation to be made under this clause on each occasion shall be limited in such a manner that the total up-to-date payment of escalation will not exceed the proportionate percentage of the ceiling of escalation as related to the proportionate value of the contract cost.
- (6) Price adjustment shall be applicable only for the work that is carried out within the stipulated time or extensions thereof as are not attributable to the contractor. No claims for price adjustment other than those provided herein shall be entertained.
- (7) This clause will be applicable in respect of works which of the estimated cost put to tender is above Rs. 25.00 lacs and the time limit involved is more than 12 months.

CLAUSE 60A **Price Variation for Cement, Steel and Asphalt brought by Contractor :** The amounts payable to the contractors for the work done involving use of cement, steel and asphalt when these materials are not supplied by the Government as for schedule A shall be adjusted for increase or decrease in the rates of these materials as under :-

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

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

	Quantity		Star rate per ton	
Cement :	---	M.T. Rs.	---	per M.T.
Mild Steel :	---	M.T. Rs.	---	per M.T.
HYSD Bars :	---	M.T. Rs.	---	per M.T.
80/100 Asphalt :	---	M.T. Rs.	---	per M.T.

[The above star rates are linked with Reserve Bank of India price index for steel and cement for the month in which the DTPs are approved. The star rate for asphalt will be based on the rate of Koyli Refinery prevailing on the date on which the estimate is prepared.

The month in which DTPs are approved will be specified in the tender document. Star rates should be mentioned in the tender copy as under :-

- I. For Cement, Price of cement from authorised dealer should be obtained for the month in which the D. T P. s are approved & mentioned as star rate before issue of tender copy.
- II. For steel & H. Y. S. D. bars, rate of SAIL should be obtained for the month in which the DTPs. are approved and mentioned as star rate before issue of tender copy.
- III. For basic index specific month in which the DTPs are approved should be mentioned before issue of tender copy.]

The fluctuations in rates of cement and steel shall be adjusted in the bills payable to the contractors as under :

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

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A = Difference of Amount payable or recoverable

B = Star rate of steel / cement / asphalt.

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

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

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

Conditions for variation in prices of cement and steel only :-

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

Conditions for variation in rates of asphalt only :-

1. The Contractor shall procure asphalt directly from refinery only.
2. The Contractor will not be furnished "P" form for purchase of quantity of asphalt required for this work.
3. The Contractor will have to produce in original all the gate passes issued by the refinery and also the bill in original to the Engineer-in-charge.
4. The number of transport tanker carrying the asphalt shall be furnished by the contractor.
5. The test certificate regarding the grade of asphalt as well as test result of asphalt from GERI Laboratory or other Laboratory approved by R & B Department shall have to be produced.
6. The difference between two actual rates of purchase as per original bill of the refinery produced and the star rate as indicated below for the quantity of asphalt actually used in the work. This difference shall be payable / recoverable for the asphalt consumed in the work executed during original and extended time limit, if time limit is extended for reasons of delay attributable to the Department. This difference is not payable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor
7. The difference will be payable/recoverable from the date of issue of work order and this price variation will not be subject to any ceiling.
8. No advance payment or secured Advance will be payable against asphalt.
9. This part of clause for price variation of asphalt will be applicable for works estimated to cost above Rs. 5 Lacs and involving use of asphalt.

(Authority R & B D GR No. TNC-1089 (4)-C, dated 31-08-1991 modified vide G.R.s of even numbers, dated 5-10-1991 & 7-4-1992 and G.C. No STR-1097-182/H dated 27-11-97, 21-11-98 and Misc-1093-UO-53-40-C dated 16-6-2001 of R & B D and G.C. No STR-102001-M.34-29-H dated 4-10-05 & 2-2-07 of R & B D)

CLAUSE 61): FENCING AND LIGHTING : (a) The contractor shall, unless otherwise specified, be responsible for the proper fencing, lighting grading and taking of the necessary safety measures for all works comprised in the contract and for the proper provision of temporary road, way, foot-way, guards, fences, caution notices etc., as far as the same may be rendered necessary by reasons of the work for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and the public and shall remain responsible for any accidents that may occur on account of his failure to take proper & timely precautions.

(b) All the arrangements made for fencing and lighting shall be maintained by the contractor through the currency of the contract till the physical taking over of the work by department.

CLAUSE 62) : LIABILITY OF ACCIDENTS TO PERSONS : Responsibilities and liabilities of the contractor under Workmen's Compensation Act are given in clause No. 37 In addition following shall also apply : (a) On the occurrence of an accident, which result in death of workmen employed 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.

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Signature of the Chief Officer :

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CLAUSE 63 : ACCESS TO SITE AND WORK ON SITE : The Engineer may, if he considers fit from time to time, enter upon any land(s) which may be in possession of the contractor this contract for the purpose of executing any work not included in this contract and may execute such works not included in this contract by agents or by other contractors, at his opinion and the contractor shall in accordance with the requirements of the Engineer-in-charge, afford all reasonable facilities for execution of the work including occupation of lands by structure or otherwise for any other contractor employed by the Government and his workmen or for the workmen of the Government who may be employed in the execution on or near the site of the work not included in the contract or of any contract in connection with or ancillary to the work and in default, the contractor shall be liable to the Government for any delay or expense incurred by reason of such default. Provided always that if damage arising, make a statement of the same to the Engineer-in-charge who shall from time to time, assess the value in his judgment of such damage and the Government shall from time to time pay to the contractor the amounts (if any) accepted as justified by the Engineer-in-charge.

CLAUSE 64 : REPORTS REGARDING LABOUR : The Contractor shall submit the following reports to the Engineer-in-charge : (a) (i) A daily report in the suitable form of the strength of labour, both skilled and unskilled employed by him on the work(s). The contractor shall increase or decrease the strength both skilled or unskilled. If directed by the Engineer-in-charge. The submission of such reports shall not, however, relieve the contractor of his responsibilities and duties regarding progress or any other obligations under the contract.
(ii) A classified weekly return in the suitable form of the number of person employed on the works during the proceeding week.
(iii) A weekly medical report in the suitable form showing the health of the contractor's camp, the number of persons ill or incapacitate and the nature of their illness.
(iv) A report of any accident, which may have occurred, to be sent within 24 hours of the occurrence. (v) Such other report as may be prescribed.

CLAUSE 65 : Treasure-Trove : In the event of discovery by the contractor or his employees, during the progress of work or any gold, silver, oil or other minerals of any description and precious stones, treasures, coins, antiquities, 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 fully preserve the same to the satisfaction of the Engineer-in-charge, from time to time, and relieve the same to such persons as the Engineer-in-charge may appoint. The contract shall take all reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or things, immediately after the discovery thereof and before removal acquaint the Engineer-in-charge with such discovery and carry out his orders for the disposal of the same.

CLAUSE 66 : Indemnity : The contractor shall indemnify the Government against all actions, suits, claims & demands through or made against the Department in respect of work of this contractor against any loss damage to Department in consequence of any action or suit being brought against the contractor for anything done or omitted to be done in execution of the work of this contract.

CLAUSE 67 : Insurance of Labours : 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 68 : Setting Out : The contractor shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labour in connection therewith. If, at any time, during the progress of the work, any errors, appear or arise in the position, levels, dimensions or alignments of any part of the work, the contractor, on being required to rectify such errors by the Engineer-in-charge shall at his own expense do so to the satisfaction of the Engineer-in-charge. If however, such error is based on incorrect data supplied in writing by the Engineer-in-charge, the expenses of rectifying the same shall be borne by the Department. The checking of and setting out of any line or level by the Engineer-in-charge or his representative shall not in any way, relieve the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all bench-marks, site-nails, page and other things used in setting out of the work(s).

CLAUSE 69 : Cement Register : A register in the prescribed form showing day-to-day receipt, consumption and balance of cement on site of work will be maintained by the Department, which shall invariably be signed daily by the contractor or his authorised representative in token of its correctness.

CLAUSE 70 : (1) Materials, Works Test Register and Core cutting Machine : A register in the prescribed form showing day-to day receipt, consumption and balance of cement on site of work by the Department and every entry thereof shall invariably be signed by the Contractor or his authorised representative in token of its correctness.

(2) Contractors registered in special category-1 (Roads) will have to procure and keep available on site two core cutting machines, similarly those registered in special category-2 (Roads) will have to procure and keep available on site one core cutting machine on ownership basis. The thickness of sub base and base layers of road will be tested by taking cores and recording results of layer thickness in paver site register. (R&B.D. Circular No. RGN-2006-35-C dated 26-5-06)

CLAUSE 71 : 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

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Signature of the Chief Officer :
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progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The 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 the approval of the Engineer-in-charge. Further, the dates for the progress, as in this schedule shall be adhered to.

(a) in case it is found necessary, at any stage to alter the schedule, the contractor shall submit in good, time a revised schedule incorporating necessary modification proposed and get the same approved from the Engineer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Engineer-in-charge is further empowered to ask for more detailed schedule or 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 there of 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 patent, 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 advise alternation in the same, which the contractor shall adopt on notice thereof.

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

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

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

CLAUSE 72 : Secured Advance To Contractor :

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

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

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

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

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

(૬) જ્યારે સિક્યોર્ડ એડવાન્સ આપેલ સકરી માલસામાનમાં કામની સાઈટ ઉપર ઘટ માલુમ પડે ત્યારે તેનો અહેવાલ કરવાની જવાબદારી ઈજારદારની રહેશે. આવી ઘટની જાણ ઈજારદાર દ્વારા હવાલાના ઈજનેરને તાત્કાલિક જાણ કરવાની રહેશે. અને જો આવી જાણ ઈજારદાર દ્વારા હવાલાના ઈજનેરને તાત્કાલિક નહીં કરવામાં આવે તો કામની સાઈટ ઉપર માલુમ પડેલ ઘટ કે ચોરીના બનાવમાં ઈજારદાર પોતે પણ પશ્ચાત્ત આપેલ છે તેમ ગણી તેની સામે પગલા લેવામાં આવશે. અને ઉપરાંત કામ ઉપરના તાંત્રિક કર્મચારી જેવા કે કારકુન, વર્ક આસિસ્ટન્ટ જેઓની પણ રીપોર્ટ કરવાની જવાબદારી છે. તેઓએ માલસામાન કામની સાઈટ ઉપરથી ઉપડી ન જાય તે જોવાનું રહેશે તેમની જાણ બહાર જો આ માલસામાન ઉપડી જાય તો તેવો બનાવ બન્યે ત્રણ દિવસમાં રીપોર્ટ કરવામાં નિષ્ફળ જશે તો તેઓ સામે પણ જવાબદારી નક્કી કરવા પગલા લેવામાં આવશે (મા.મ. વિભાગ ઠરાવ ક્રમાંક પી.ડબલ્યુ.એમ. ૧૦૮૦-યુ.ઓ. ૧૩ (૫) તા. ૨૪-૧૦-૧૯૮૦).

(૭) જ્યારે કન્ટ્રાક્ટર તારણવાળી પેશગી લેવા ઈચ્છતો હોય ત્યારે તેને અર કરી નમુના - ૩૧ માં ગીરોખત કરવાનો રહેશે આ અર જોડે માલસામાનની ખરીદીનું બિલ અથવા ઈન્વોઈસ /ડીલીવરી ચલણ અર સાથે રજુ કરવાનું રહેશે આવા ગીરોખતથી સરકારને તારણવાળા માલસામાન ઉપર લીઅન પ્રાપ્ત થશે અને કન્ટ્રાક્ટર કામ ખોરંભે પાડે, માલસામાનમા ઘટ,દુરુપયોગ કે ચોરીદાર તથા સલામતીની વ્યવસ્થાના અભાવે ખોટ કે ખર્ચ થાય તે સામે સરકારને રક્ષણ મળશે.

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

(R&B.D.G.R.No. P.W.M. - 1090 -40-13 (5)-C,dated 24/04/1992)

(૯) સિક્યોર્ડ એડવાન્સ ની રકમ જેટલી બેંક ગેરન્ટી ઈજારદારે રજુ કર્યો બાદ જ સિક્યોર્ડ એડવાન્સ ચુકવવામાં આવશે (મા.મ.વિ.નો તારીખ. ૦૪-૧૦-૧૯૮૭ નો ઠરાવ ક્રમાંક પી.ડબલ્યુ.એમ. ૧૦૮૦/યુ.ઓ. - ૧૩ (૫) -સ)

CLAUSE 73 : Advance Payment : Advance payment for the work done, but not measured, may be made up to 80% of the approximate value of the work done as shown in the progress reports of approximate measurement Sheets with location furnished by the sub-Divisional Officer subject to the following conditions :-

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Signature of the Chief Officer :
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(1) That in the case of advance payment on the item of earth-work payment should be made on the basis of detailed measurements except during the monsoon period (June to September).

(2) That the detailed measurements should be recorded within the month from the date of payment of the bill incorporating the advance payment. However in the case of sectional measurements of earth work, detailed measurement should be recorded within three months instead of one month stipulated above.

(3) It, on recording of the detailed measurements, it is found that the advance payment was made for more amount than the value of work now measured, excess payment shall be refunded forthwith by the contractor on demand, if it cannot be adjusted from the bill in which the item/s on which advance payment was given are recorded by measurements.

CLAUSE-74 : Advance Against Machineries :

1. Secured advance on plants and machineries brought to the site of work is admissible for the contracts estimated to cost more than Rs. Ten Lacs.

2. Simple interest in such advances granted to contractor against plants and machineries brought to work sites be charged at the rate of % per annum.

3. The recovery of the advance shall be effected from the second month from the month in which advance is given and full recovery will be completed by the time seventy five percent of scheduled time is completed.

4. Such advance will be limited to 5 percent of the estimated amount put to tender.

5. The advance will be granted for the plant and machinery actually brought to the site of work.

6. The machinery and equipment on which the advance is granted shall be of full undisputed ownership of the contractor, and they shall be hypothecated to Government and also comprehensively insured till the advance granted is fully recovered. The hypothecation deed shall be executed separately before the advance is actually given.

7. The advance will be granted as 75 percent of the cost of new equipment for which the contractor is able to produce purchase-vouchers and other documents. This will not be applicable in the case of second-hand equipment purchased the contractor

8. In the case of used or second-hand equipment brought by the contractor, advance will be allowed at 50 percent of the value of the equipment arrived at in the following manner :-

(a) For used equipment, for which the records of original purchase price and past utilisation are available, depreciated value, so worked out will be subject to the confirmation by Mechanical wing of the Department.

(b) For used equipment, for which proper records of purchase price and past utilisation are not available, the value will be assessed by a committee of Executive Engineers of Civil and Mechanical Wings. The value assessed will be based on the probable age of the equipment, its present condition and its probable depreciated value. In working out depreciation age of the equipment, its present condition and its probable department of spares, repair, reconditioning of the equipments shall not be taken into account towards the capital cost. The value arrived at by the committee will be final.

9. No advance may be allowed for equipment which is more than 8 years old or which has already worked for more than 80 percent of its life.

10. No advance shall be given on transport-vehicles like jeeps, station-wagons, estate-car and such other vehicle ordinarily required for transport purposes.

11. The recovery will have to be completed within the stipulated period of completion of work i.e. months.

[Specified advance on Plant and machinery brought on site of work can be given to contractor only after prior approval of the Government [G.P.W. Vol. - I Para 344-C(i)]

CLAUSE 75 Mobilisation Advance : 1. Mobilisation advance to the extent of 5% of the estimated cost may be granted at the commencement of the work after the contractor has set up camp on site has brought machineries, equipment and centering etc., for well-sinking and has completed the work of service road, water-supply and lighting arrangements on the site of works **which are estimated to cost over Rs. 40 lacs.**

2. The advance will carry a simple interest at the rate of % per annum.

3. The recovery of advance shall commence from the sixth month from the month in which the advance is paid, and full recovery of advance and interest shall be completed by the end of..... month from the date of issue of work order, In other words, the recovery of advance and interest will spread over a spell of..... months or less as above in equal installments.

4. A bank guarantee from a scheduled commercial bank shall have to be produced for the amount of advance applied for, The bank guarantee can be scaled down to the extent of recovery of advance.

5. mobilisation advance will be treated as interest bearing refundable loan for the purpose. The responsibility of the Contractor for the refund of Mobilisation Advance is absolute and not dependent upon the completion of the work. The contractor will have to refund the advance with accrued interest irrespective of the fact whether the contract is breached by either party or abandoned or finalised prematurely. (Govt R&B Dept. Reso. No. TCF-1382/(8)J dated 22-4-1985)

CLAUSE 76: 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 license to the Deputy Executive Engineer before the work is started.

CLAUSE 7 : One percent of estimated cost put to tender for this work after deducting the cost of materials as per Schedule 'A' valued at basic rate in the sanctioned estimate shall be deducted from the running account bills of the contractor for testing the quality of materials and workmanship, no additional testing charges in addition to the above shall be recovered from the contractor (Applicable to R & B Works only) (G.R.No. R & BTNC-1085-4-C, Dated 20-12-91)

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

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

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

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

1. Penetration test as per I.S. 1 203
2. Softening point test as per I.S. 1 204
3. Ductility test as per I.S. 1208
4. Viscosity test as per I.S. 1206. Specification gravity test as per I.S. 1202

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

ખંડ-૭૭.૧ : કંટ્રાક્ટર દ્વારા પુરા પાડવામાં આવેલ સામાનના કેટલા પરિક્ષણો કરાવવા તે અંગે ના શેડ્યુલ ઓફ ટેસ્ટીંગ આ જોડે સામેલ છે આવા પરિક્ષણો ગુજરાત ઈજનેરી સંશોધન સંસ્થા, વડોદરા અને તે હસ્તકની ક્ષેત્રિય લેબોરેટરીમાં કરાવવાના રહેશે અને તેના પરિક્ષણો કંટ્રાક્ટરને બંધનકર્તા રહેશે અને આ ઉપરાંત જો યોજના માટે અલગ લેબોરેટરી ધરાવતા ગુણવત્તા નિયમન પેટા વિભાગ હોય તો તે પેટા વિભાગ અથવા ગજરાતમાં આવેલ જુદી જુદી ઈજનેરી કોલેજો / પોલીટેકનીક કે જ્યાં આ પ્રકારના માલસામાનના પરિક્ષણોની પુરતી સગવડ હોય તમા મેન્યુઅલ ઓફ કવોલિટી કંટ્રોલ દ્વારા નિયત કરેલ ધોરણો અનુસાર કરાવી શકાશે આ ઉપરાંત નીચેની ખાનગી સંસ્થાઓ પણ માલસામાનના પરિક્ષણો માટે (તા. ૨૩/૦૩/૨૦૦૩ સુધી) કરવામાં આવેલ છે. તે સંસ્થાઓમાં પણ કરાવી શકાશે (૧) એમ.કે.સોઈલ ટેસ્ટીંગ લેબોરેટરી અમદાવાદ(૨) નિરમાં ઈન્સ્ટીટ્યુટ ઓફ ટેકનોલોજી, અમદાવાદ (૩) યુનિક એન્નીયરીંગ એન્ડ એડવાઈઝરી સર્વિસ, સુરત (૪) શીખર કન્સલ્ટન્ટ, અમદાવાદ (૫) બી.વી.એમ. એન્નીયરીંગ કોલેજ વિદ્યાનગર(૬) કે.બી.એન એન્નીયરીંગ રીસર્ચ લેબોરેટરી, અમદાવાદ (૭) ધર્મસિંહ દેસાઈ ઈન્સ્ટીટ્યુટ ટેકનોલોજી નડિયાદ (માન્યતા વધારવાના હુકમ આધિન) પરંતુ કુલ કરવાના પરિક્ષણોના ૧૦ % પરિક્ષણો અથવા ઓછામાં ઓછું એક પરિક્ષણ ગુજરાત ઈજનેરી સંશોધન સંસ્થા વડોદરા ખાતે અથવા તેના હસ્તકની ક્ષેત્રિય લેબોરેટરીમાં કરાવવાના રહેશે અને આ શરત પ્રોજેક્ટની લેબોરેટરીમાં કરાવેલ પરિક્ષણો માટે પણ લાગુ પડશે. મા.મ.વિ. પરિપત્ર ક્રમાંક એસ.એસ.આર. ૧૦૮૭/એન/૧૦૬/કયુસી /(૮)/સ, તા. ૦૨/૦૪/૧૯૯૮ તથા મા.મ.વિ. પરિપત્ર ક્રમાંક પરચ/૧૦૨૦૦૦/ગુ.નિ./જ.ન./પ૩(૧૨) /સ.તા. ૨૪/૦૮/૨૦૦૧ તથા તા. ૨૭/૦૮/૨૦૦૨

વિશેષમાં નમંદા જળસંપત્તિ અને પાણી પુરવઠા વિભાગ હેઠળ કંટ્રાક્ટરસે દ્વારા કામમાં લાવવામાં આવતા લોખંડ અને સિમેન્ટની ગુણવત્તા અંગે એન્નીયર્સ ઈન્ડિયા લિ. તથા ડી. ટી. ડી. જેવી સ્વતંત્ર તેમજ સક્ષમ સંસ્થાની સેવાલઈ આવા તાજશો મારફત ગુણવત્તા ચકાસણી કરવામાં આવશે.(ન.જ. અને પા.પુ. વિભાગનો તા. ૨૩/૦૮/૨૦૦૨નો ઠરાવ ક્રમાંક એસ.ટી.એલ. ૧૦૮૪/૫૮/ભાગ - ૨ - હ)

ખંડ-૭૭.૨ : આ કામ માટે ઈજારદાર દ્વારા વાપરવામાં આવતી સિમેન્ટની ખાલી થેલીઓ વિભાગને ૨૫ થેલીના બંડલમાં ફી ઓફ કોસ્ટ પરત આપવાની રહેશે. વાપરેલ થેલીઓના પાંચ ટકા વેસ્ટેજ ગણી બાકી ૮૫ % થેલીઓ ડિવીઝનના મુખ્ય મથકના પી. કબલ્યુ. સ્ટોરમાં પહોંચાડવાની રહેશે.(મા.મ.વિ.નો તા. ૦૨/૦૧/૨૦૦૪ નો પરિપત્ર ક્રમાંક પરચ/૧૨૦૩/૩૯૨૮/ન.)

ખંડ-૭૮ : ચુકવણીના બીલમાંથી જે તે સમયે લાગુપડતા વાણિજ્ય વેરા અધિનિયમની જોગવાઈ મુજબ વાણિજ્ય વેરો ચુકવણી સ્થાનેથી કાપવા પાત્ર હશે તો તે બીલમાંથી કાપવામાં આવશે.

ખંડ-૭૯ : ચુકવણીના બીલમાંથી થયેલ કામની કિંમતના ૧(એક) ટકા લેખે "બીલડીંગ" એન્ડ અધર કન્સ્ટ્રક્શન વર્ક્સ વેલ્ફેર સેસ એટ" અને તે હેઠળ ઘટાયેલ ગુજરાતનાં ૧૯૯૮ નાં નિયમોનાં નિયમ પની જોગવાઈ મુજબ ઉકત સેસનો ફાળો વસુલ કરવામાં આવશે. (શ્રમ અને રોજગાર વિભાગની તારીખ ૩૧-૧-૦૫ની અધિસૂચના ક્રમાંક જી.એચ.આર/ ૨૦૦૫/ ૦૪/સી.ડબલ્યુ.એ/ ૨૦૦૪/ ૮૪૧/ મ-૩ અને તે વિભાગનો તારીખ ૯-૧૨-૦૫ નો ઠરાવક્રમાંક : સી.ડબલ્યુ.એ./ ૨૦૦૪/ ૧૮૩૧/ મ-૩) તથા મા.મ. વિભાગનો તા. ૨-૧૨-૦૬ ના પરિપત્ર ક્રમાંક એસ.એચ.આર.-૧૦૨૦૦૪-આઈ.બી.-૪૧(૨૪)સ

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

ANNEXURE -1

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

To
The Executive Engineer

Division :

PLACE :
DATE :

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

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

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

Dated Signature of Tenderer

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief officer:
ચીફ ઓફીસર ની સહી

ANNEXURE -2 : ટેન્ડર આઈટમોના ભાવ ભરતી વખતે ગણતરીમાં લીધેલ મજૂરી તથા સ્પેશીફિકેશનમાં જણાવ્યા મુજબ માલસામાન અંગેના કામના સ્થળના પડતર ભાવો (દર) અંગેની વિગત. (આ વિગત ૩૦ લાખ કરતા ઉપરના કામમાં ભરી રજુ કરવી ફર યાત છે.)

(અ) મજૂરીના દૈનિક દર (૧) કડીયા, સુથાર —પ્લમ્બર સ્કીલ્ડ કારીગરનો દર રૂા.
(૨) ભીસી, હેલ્પર વગેરે સેમી સ્કીલ્ડ કારીગરનો દર રૂા.
(૩) મજૂરો (સ્ત્રી- પુરુષ) અનસ્કીલ્ડ મજૂરોનો દર રૂા.

(૧) મકાનો :

અ.નં.	ટેન્ડર આઈટમ	માલસામાની વિગત	યુનિટ	દર
૧.		ઈંટો	૧,૦૦૦ નંગ	રૂા.
૨.		પથ્થર ચરણતરનો	ઘ.મી.	રૂા.
		ખાણલીડ		
		કપચી	૧૨ મી.મી થી	
			૨૦ મી.મી	
		ખાણ	ઘ.મી.	રૂા.
		લીડ	કિ.મી	રૂા.
૪.		રેતી પ્રાપ્તિ સ્થાન	લીડ કિ.મી	
		લાકડુ સાગીન્કટ સાઈઝ		
૫.		(સરે રાશ યાદી માટે)		
		(અ) બારી	ચો.મી.	રૂા.
		(બ) બારણા	ચો.મી	રૂા.
૬.		ફ્લોરીંગ ટાઈલ્સ	ચો.મી	રૂા.
૭.		પોલિસ કોટા સ્ટોન જાડાઈ મી.મી.	ચો.મી	રૂા.
૮.		ગેલ્વેનાઈઝ પાઈપ		
		(અ) ૨૫ મી.મી.	દર મી.	રૂા.
		(બ) ૧૨ મી.મી	દર મી.	રૂા.

(૨)(રસ્તાઓ) કામના સ્થળ ઉપરના ભાવ

અ.નં.	ટેન્ડર અ.નં.	માલસામાનની વિગત	ખાણ પ્રાપ્તિ સ્થાનનુ નામ (સરે રાશ)	લીડ કિ.મી	યુનિટ	દર રૂા.
૧.		મુરમ			ઘ.મી.	
૨.		હાઈ મુરમ			ઘ.મી.	
૩.		રેતી			ઘ.મી	
૪.		મેટલ			ઘ.મી	
૫.		કપચી			ઘ.મી	
		૧૨ મી.મી થી ૨૦ મી.મી			ઘ.મી	
૬.		પથ્થર પીચીંગ માટે			ઘ.મી	

(૩) હોટમીક્ષના કામો માટે કામના સ્થળ ઉપરના પડતર ભાવ

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

(૪) પુલોના કામો : કામના સ્થળ ઉપરના ભાવ

અ.નં.	ટેન્ડર અ.નં.	માલસામાનની વિગત	ખાણ પ્રાપ્તિ સ્થાન	લીડ કિ.મી (સરે રાશ) યુનિટ	યુનિટ	દર રૂા.
		મશીન કસ્ટ મેટલ			ઘ.મી.	
		કપચી			ઘ.મી.	
		ગ્રીટ			ઘ.મી	
		રેતી			ઘ.મી	
		હાઈ ટેન્સાઈલવાયર			મે.ટન	

અકરાર પત્ર

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

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

ANNEXURE- 3**PERRFORMANCE BOND**

(see clause No. 1)

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

Principal (Contractor)

Surety (Scheduled or Nationalised Bank)

Sum of bond (express in words and figures)

Contract No. and date of contract

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

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

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

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

IN WITNESS WHERE OF, the above bounded parties have executed this instrument under their several seals on the date indicated above the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

In the presence of witness individual Principal

1. as to (seal)
2. as to (seal)
3. as to (seal)
4. as to (seal)

by affix Corporate Seal

Attested

Corporate surety

Business address

Affix by corporate Seal

Title

For and on behalf of the Employer

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

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

ઈજારદારે પુરા કરેલ કામની યાદી

Sr. No. ક્રમાંક	Name of work કામનું નામ	Place સ્થળ	Cost on completion પુરા થયેલ કામની કિંમત	Time taken in months To complete the work કામ પુરુ કરવા માટે લીધેલ સમય માસમાં	Remarks વિશેષ નોંધ
1	2(a)	2(b)	3	4	5

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

નોંધ : સંબંધિત અધિકારી નુ જરૂરી પ્રમાણ પત્ર ટેન્ડર સાથે રાખવું

Signature of Tenderer with Date/.ઈજારદારની તારીખ સાથેની સહી.

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

ઈજારદાર પાસે સારી અને ચાલુ હાલતમાં હોય તેવાં અને ઓજારોની યાદી

Sr. No. ક્રમાંક	Plant or Machinery ઓજારો અથવા યંત્રો	Location સ્થળ	Age of Machinery મશીનરી કેટલા વર્ષે જુની છે.	Make બનાવટ	Capacity ક્ષમતા	Approximate Value અંદાજી કિંમત	Remark વિશેષ નોંધ
1	2 (a)	2 (b)	3	4	5	6	7

Signature of Tenderer with Date/.ઈજારદારની તારીખ સાથેની સહી.

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

ઈજારદારના હાથ પર હોય તેવા કામોની વિગત

Sr. No. ક્રમાંક	Name of work કામનું નામ	Place સ્થળ	Estimated Cost અંદાજી કિંમત	Date of Issue of work order કામ શરૂ કરવાના હંકમની તારીખ	Stipulated period of completion કામ પુરુ કરવાની નિયત મુદત	Amount of work done on date of filling tender ટેન્ડર ભર્યો તારીખે	Brief details of delay if any ઢીલ જો થયેલ હોય તો તેના ટુંકમાં કારણ	Remarks વિશેષ નોંધ
1	2(a)	2(b)	3	4	5	6	7	8

Signature of Tenderer with Date/.ઈજારદારની તારીખ સાથેની સહી.

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

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

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

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહીSignature of the Chief Officer :
ચીફ ઓફીસર ની સહી

SCHEDULE 'A' અનુસુચિ 'ક'

Schedule showing (approximately) the materials to be supplied from the Public Works Store for work Contracted to be executed and the rates at which they are to be charged for

જે કામ હાથ રવા માટે કન્ટ્રાક્ટર કરાવ્યો હોય તે કામમા બાંધકામ વિભાગના સ્ટોર માથી પુરો પાડવાનો માલસામાન (આશરે) અને તે અંગે વસુલ લેવાના દર દર્શાવતી અનુસુચિ

Particulars વિગત	Approximate quantity અંદા જથ્થા	Rate at which the materials will be charged to the Contractor કન્ટ્રાક્ટર પાસેથી માલસામાન માટે લેવાનો થતો દર		Place of delivery હિલીવરીનુ સ્થળ
1	2	3 Unit એકમ	4 Rate in Rupees ભાવ રૂપિયામાં	5
NIL				

નોંધ ૧ : રૂપિયા ૫ લાખથી વધુ કે ઓછી કિંમતના કામમા વપરાતા સિમેન્ટ અને અથવા સ્ટીલ તથા કોઈપણ કામમા ડામર કામમા વિભાગ તરફથી પુરી પાડવામાં આવશે. નહીં. (મા.મ.વિ.ઠરાવ ક્રમાંક ટી.એન.સી. ૧૯૮૫/૪/ એસ. તા. ૨૦/૧૨/૧૯૮૧ તથા એસ.ટી.આર. ૧૦૯૭/૮૨/હ તા. ૨૭/૧૧/૧૯૮૭ તથા ટી.એન.સી ૧૯૮૮ – IB ૨૨૦- ૧૮ –સ,તા. ૩૧/૦૩/૨૦૦૫) પરંતુ નર્મદા જળસંપત્તિ અને પાણી પુરવઠા વિભાગ દ્વારા કામમા વાપરવા જરૂરી સ્ટીલ વિભાગ દ્વારા પુરૂ પાડવાની જોગવાઈ તા. ૨૩/૦૬/૧૯૮૭ ના વિભાગ ઠરાવ ક્રમાંક એસ.ટી.એલ. ૧૦૯/કે/૫૮/ભાગ (હ) દ્વારા ચાલુ રાખવામા આવે છે. આ અંગે સેડયુલ એમાં જે જોગવાઈ કરવામાં આવે તે આખરી ગણાશે.

નોંધ ૨ સિમેન્ટ : જ્યારે સિમેન્ટ ઈજારદાર દ્વારા કામમા વાપરવામાં લાવવામાં આવુ ત્યારે આવો સિમેન્ટ ઈજારદાર આઈ. એસ. પ્રમાણપ્રવાળા તથા મુળ ઉત્પાદક કંપની માંથી સીધી રીતે મેળવવાનો રહે છે.અને તેની ખરાઈ માટે તેના ચુકવણાના બિલો કાર્યપાલક ઈજનેરશ્રીને રજુ કરવાના રહેશે આવો સિમેન્ટ કંપનીના અધિક ત વિકેતા પાસેથી ખરીદ કરી શકાય નહીં.(તા. ૦૬/૦૪/૧૯૮૮ નો મા.મ.વિ .પરિપત્ર ટી.એન.સી/૧૦૮૮- આઈ.બી./ (૧૮) સ)

નોંધ ૩ લોખંડ : જ્યારે લોખંડ ઈજારદાર દ્વારા લાવવામાં આવે ત્યારે તે અંગેનુ બિલ અસલમાં કાર્યપાલક ઈજનેરશ્રીને રજુ કરવાના રહેશે. અને આવા સ્ટીલનુ ગેરી લેબોરેટરી કે ઈજનેરી કોલેજ કે પોલીટેકનીકનીમા ટેસ્ટીંગ કરાવ્યા બાદ જ સ્ટીલ કામા વાપરવા દેવામાં આવશે.

નોંધ ૪ ડામ : જ્યારે કામમા વાપરવા ડામર ઈજારદાર દ્વારા લાવવાનો હોય ત્યારે તે ડામર ઈજારદારે ઓઈલ રીફાઈનરીમાંથી પૈસા ભરી ત્યાથી જ સીધો ખરીદવાનો રહેશે. આ અંગે ઈજારદારે પુરી કરવાની શરતો નીચે મુજબ રહેશે. (૧) ઈજારદાર ડામર કયાથી લાવ્યા તે અંગેનુ બિલ અસલમાં કાર્યપાલક ઈજનેરશ્રીને રજુ કરવાનુ રહેશે. (૨) રસફાઈનરીના ગેટપાસ પણ બિલ સાથે સામેલ કરવાના રહેશે.(૩) ડામર જે ટેન્કરમાં લાવવામાં આવે કે ટેન્કરનો વાહન નંબર બતાવવાનો રહેશે. (૪) ડામર ઉપર ઈજારદારશ્રીને એડવાન્સ પેમેન્ટ અથવા સિક્યોઈડ એડવાન્સ મળી શકશે નહીં.(૫) ઈજારદારે રજુ કરેલ અસલ બિલમાં ડામરનો ગ્રેડ (કવોલીટી અંગે)ઉલ્લેખ હોવો જોઈએ આ અંગે ઈજારદારે ડામર ગ્રેડ અંગેનુ ટેસ્ટ રીઝલ્ટ/ ગ્રેડ અંગેનુ પ્રમાણપત્ર રજુ કરવાનુ રહેશે.(મા.મ.વિ.ક્રમાંક એસ.ટી.આર. ૧૦૯૭- ૮૨ – હ તા. ૨૭/૧૧/૧૯૮૭ અને ૨૧/૧૧/૧૯૮૮)

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

નોંધ-૫ : ટેન્ડર રજુ કરનાર વ્યક્તિ એ પેઢીએ ટેન્ડર રજુ કરતા પહેલા તેને આપવામાં આવતા ફોર્મમા હવાલાના ઈજનેરને ઉપરની અનુસુચિમાં દર ભરી આપ્યા હોય તેની ખાતરી લેવી.

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

નોંધ-૬ : કોઈ કામ માટે કન્ટ્રાક્ટરને વિના મુલ્યે પુરો પાડવાનો માલ સામાન અનુસુચિ ખ તેમજ કન્ટ્રાક્ટરના કરાર સાથે જોડેલી વિગતોની યાદી .પરાંત અનુસુચિ ક માં જણાવવુ.

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

SCHEDULE 'B' અનુસૂચિ 'ખ'

Memorandum showing items of works to be carried out : હાથ ધરવાના કામની બાબતો દર્શાવતી યાદી

Item No બાબત નંબર	Quantities estimated but may be more or less અંદાજેલ જથ્થો જે ઓછી વત્તો થઈ શકે	Item of work કામની બાબત	Estimated Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદા જથ્થા અનુસાર કુલ રકમ
			In figures આક્રિયામાં Rs. Ps. રૂ. પૈ.	In words શબ્દોમાં		
1	2	3	4	5	6	7
	As per separate sheet attached					

I/We am/are willing to carry out the work at% above/below (percent should be written in figures and words) of the estimated rates mentioned above. Amount of my/our tender works out as under.

*Estimated amount

Put to tender Rs.....

Deduct % below Rs.....

Net Rs.

In words

*Estimated amount

Put to tender Rs.

Add % above Rs.

Total Rs.

In words

*(please strike out whichever is not applicable)

Note 1 - All work shall be carried out as per Public Works Department Handbook and other specifications of Division or as directed.

નોંધ-૧ બધું જ કામ બાંધકામ વિભાગની પુસ્તિકા અને ડિવીઝનની બી ખાસ વિગત મુજબ અથવા સુચના પંખાણે કરી આપવાનું રહેશે.

Note 2 - All the columns in Schedule should be filled in ink and the total of the entries in the last column should be struck by the contractor under his signature.

નોંધ- ૨ અનુસૂચિમાં બધા ખાનાની વિગતો સહીથી ભરવી અને છેલ્લાખાનાની નોંધનો સળવારો કરી કન્ટ્રાક્ટરે પોતાની સહી કરવી.

Note 3 - Rates quoted include clearance of site (prior commencement of work and at its close) in all respects and hold good for work under all conditions, site, moisture, weather etc.

નોંધ-૩ ટાંકેલા દરમાં સ્થળની (કામના આરંભે અને પંડ થાય તે વખતે) દરેક રીતે સાફ સુકી કરવાનો સમાવેશ થાય છે અને તે દર તમામ પરિસ્થિતિ, સ્થળ, ભેજ, હવામાન વગેરે હેઠળ કામ માટે અમલમાં રહેશે.

Note 4 - To be continued on additional sheets, if found necessary.

નોંધ-૪ જરૂર જણાય વધારાના કાગળો જોડી ચાલુ રાખવું.

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

(ता.१५/३/२००८ सुधीना सुधारा साथे)

SCHEDULE – C

(See clause No. 2)

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

Time Schedule of Completion

Percentage of time of the total time limit	Percentage of work	Rate of liquidated damages per day
1	2	3
<u>Earth work</u>		
25 %	16 %	0.1 %
50 %	50 %	0.1 %
75 %	75 %	0.1 %
100 %	100 %	0.1 %
<u>Building work</u>		
25 %	10 %	0.1 %
50 %	40 %	0.1 %
75 %	80 %	0.1 %
100 %	100 %	0.1 %
<u>Road work</u>		
25 %	25 %	0.1 %
50 %	50 %	0.1 %
75 %	75 %	0.1 %
100 %	100 %	0.1 %
<u>Bridge work</u>		
25 %	10 %	0.1 %
50 %	40 %	0.1 %
75 %	80 %	0.1 %
100 %	100 %	0.1 %

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

Signature of the contractor :
કોન્ટ્રાક્ટર ની સહી

Signature of the Chief Officer :
ચીફ ઓફીસર ની સહી

(i i) Guarantee Period.

BILIMORA MUNICIPALITY

Name of Work:

(A) Defect liability Period

The Contractor shall be responsible to make good and remedy at his own expenses any defect in works (Items) carried by the contractor including surface worn out which may develop or may be noticed before the period mentioned hereunder from the certified date of completion. The Nagarpalika shall give the contractor a notice in writing about the defects and the contractor shall make good the same within 15 days of receipt of the notice . In the case of failure on the part of the Nagarpalika may rectify or remove or re-execute the work at the risk and cost of the contractor. The Nagarpalika shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any incurred by him in rectification removal or re execution. The defects Liability period shall be One years from the certified date of completion of work.

B. Free Maintenance Guarantee Period.

The scope of works also includes three years for maintenance guarantee period from the certified date of completion of the works. During this period the contractor shall be responsible to make good aid remedy at his own expenses, any defect which may develop or may be noticed for the carried out by him. The Nagarpalika shall give to contractor a notice in writing about the defects with remedial measure and the contractor shall make good the same within period specified in the notice. In case of failure on the part of contract to carry out the instruction of Engineer in the Engineer may rectify, remove and re execute the works at the risk and cost of the contractor. The Nagarpalika shall be entitled to appropriate the whole o any part of the amount of security deposit towards the expenses if any incurred by him in rectification removal of re execution. The contractor shall immediately recoup the amount so spent, that any given time the security deposit shall be maintained as in the clause I of contract. If the contractor fails to recoup the amount of security deposit than Nagarpalika shall be entitled to recover the amount spent over the amount of security deposit.

Free Maintenance guarantee period

The contractor shall give 1 year free maintenance guarantee period from the certified date of completion. During this period contractor shall have to repair the damage portion of the B.T. surface of road and cross drainage structures at his risk and cost as per direction of the Engineer-in-charge.

1. If any damages like raveling, rutting, worn outing or disintegration of wearing coarse (seal coat, SDBC etc.) occur during the period 1 year after the certified date of completion, the contractor shall have to rectify the same at his risk and cost as directed by Engineer in charge. If the contractor fails to do so Nagarpalika shall get the same rectified and the expenditure incurred for the same shall be adjusted against the security deposit.

Signature of Contractor

**MUNICIPAL ENGINEER
BILIMORA MUNICIPALITY**

**CHIEF OFFICER
BILIMORA MUNICIPALITY**