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

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
(DEPARTMENT OF REVENUE)

New Delhi, the 4th December, 2009

Notification No. 26/2009-Central Excise

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

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

[F.No.354/34/2006-TRU]

(Prashant Kumar)
Under Secretary to the Government of India

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

Annexure-1

Name of Project:.....

INTEGRITY PACT

OUR COMITMENT

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

OUR CONDUCT

We abide to accomplish our work with

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

GWSSB Commitment	Party's Commitment
• To maintain high ethical standards • To ensure transparency in transactions • To ensure to abide by the terms of agreement of contract and to consider the views of parties objectively. • To try to ensure timely payments for work done. • To ensure that no improper demand is made by employees or by anyone on their behalf. • To provide maximum possible help to all contractors/ vendors/suppliers and any other party working with us so that the contracted assignment is completed in time. Executive Engineer, GWSSB, District -	• Not to bring pressure/recommendation from outside to influence decision. • To abide by general discipline to be maintained in our dealings. • To be prompt and reasonable in fulfilling the terms of agreement of contract and legal obligations. • To ensure high standards are set for quality of work or supplies at lowest possible cost. • Not to use any pressure, threat, intimidation or inducement of any kind of any of the employees. • To be true and honest in furnishing specification and information and make all efforts for completing the contracted assignment well in time. Signature of Contractor

Building ethical Partnership and working Together

મુખ્ય ઇજનેર
ઝોન-૨, ગુ.પા. પુ. વ્ય. બોર્ડ
અમદાવાદ.

Annexure-2
Insurance

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

a) The works, together with materials and plants for incorporation therein, to the full replacement cost (Term "Cost" in this context shall include profit)

b) The contractor equipments and other things brought onto the site by the contractor, for a sum sufficient to provide for their replacement at site.

c) The insurance detailed above shall be in the joint names of the contractor and the employer at the contractor's cost and shall cover the employer and the contractor against all loss or damage from whatsoever cause arising from the start of date of work to the completion of operation and maintenance period as per the scope of work.

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

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

a) Death or injury to any person, or

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

The "Expectations" referred to are:

a) The permanent use or occupation of land by the works, or any part thereof,

b) The right øf then Employer to execute the works , or any part thereof on, under in or through any land

c) Damage to property which is the unavoidable result of the execution and completion of the works or remedying of any defects therein, in accordance with the contract and

d) Death of or injury to persons or loss of or damage to the property resulting from any act or neglect the Employer ,his agent, servant or other contractor not being employed by the Contractor or in respect of any claims proceedings, damages, cost, charges and expenses in respect thereof or in relation , where the injury or damages was contributed to by the contractor, his servant or agents, such part of said injury or damages as may be just and equitable having regards to the extent of responsibility of the Employer, his servants or agents or other contractor for injury or damage

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

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

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

The employer shall not liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the contractor or any

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

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

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

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

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

Annexure 4

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

ગુજરાત સરકાર

માર્ગ અને મકાન વિભાગ,

પરિપત્ર ક્રઃ પરચ / ૧૦૨૦૦૮ / (૬૧) / સી

તારીખ : ૦૩/૦૫/૧૩

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

આમુખ :–

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

સુધારો :–

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

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

ઉપરોક્ત સુધારાનો અમલ આ પરિપત્રની તારીખ પછી મંજૂર થતા ટી.ઈ.પી.માં અચુકપણે કરવાનો રહેશે.

(આર.કે.ચૌહાણ)

ખાસ ક્રમ પરના અધિકારી(વિ.પો.)

માર્ગ અને મકાન વિભાગ.

પ્રતિ,

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

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

સર્વે કાર્યપાલક ઈજનેરશ્રીઓ, મા.મ. વિભાગ.

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

નકલ રવાના :

૧. અગ્રસચિવશ્રીના અંગત બદદનીશશ્રી, મા.મ. વિભાગ, સચિવાલય, ગાંધીનગર

૨. સર્વે મુખ્ય ઈજનેરી અને અ.સ.શ્રીઓ, મા.મ.વિભાગ.

૩. સર્વે તાંત્રિક ઉપસચિવશ્રીઓ, મા.મ. વિભાગ.

૪. ના.કા.ઈ.શ્રીઓ, મા.મ. વિભાગ

૫. નાણાં શાખા, મા.મ. વિભાગ.

૬. ના.સે.અ. સી શાખા, મા.મ. વિભાગ,સિલેક્ટ ફાઈલ.

૭. શાખા સિલેક્ટ ફાઈલ ૨૦૧૩.