FORM B-1
ફોર્મ ખ-૧

GUJARAT STATE ROADS & BUILDING DEPARTMENT/ WATER RESOURCES DEPARTMENT
ગુજરાત રાજ્ય માર્ગ અને મકાન વિભાગ - જળસંપત્તિ વિભાગ

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS
કામો માટેનું ટકાવારી દરવાળું ટેન્ડર અને કંટ્રાકટ

Name of Work - કામનું નામ

Division - વિભાગ

ટેન્ડર આપ્યા તારીખ ટેન્ડર સ્વીકારવાની છેલ્લી તારીખ

સમય : કચેરીના કામકાજનાં કલાકો સુધી

Issued To - શ્રી ને આપ્યું

વિભાગીય હિસાબનીશ

OPENED BY ON DATE

કાર્યપાલક ઈજનેર

અધિક્ષક ઈજનેર

DATA SHEET FOR OFF LINE TENDERS

(1)	Name of the work - કામનું નામ	.....	As per page number one of this Booklet.
(2)	Estimated Cost - અંદાજી કિંમત	.....	Rs. .....
(3)	Earnest Money - બાનાની રકમ	.....	Rs. .....
(4)	Validity period of tender offered	.....	(90/120*) days from the stipulated date of receiving of the tender but no modificaiton shall be allowed after handing over tender to postal authorities.
(૪)	ઓફર કેટલા દિવસ ખુલ્લી રહેશે.	.....	ટેન્ડર સ્વીકારવાની સૂચિત તારીખથી (૯૦/૧૨૦*) દિવસો સુધી પરંતુ ટેન્ડર પોસ્ટલ ઓથોરીટીને રવાનગી માટે સોંપ્યા બાદ (વેલીડીટી સમય પુરો થાય ત્યાં સુધી) કોઇ ફેરફાર કરી શકાશે નહિ.
(૫)	Security Deposit - જામીનગીરી અનામત	... 5/10%	
	(i) In the form of small savings or Narmada Bonds (of minimum one year time limit)	... 2.5%	Rs. .....
	(i) નાની બચત રૂપે અથવા નર્મદા નિગમની બાંધી મુદતની થાપણ સ્વરૂપે (ઓછામાં ઓછી એક વર્ષની મુદત વાળી)	... ...	રૂ. .....
	(ii) To deducted from bills	... 2.5%	Rs. .....
	(ii) ચાલુ બિલોમાંથી કરવાની કપાત	... ...	રૂ. .....
	(iii) Performance bond of Schedule bank	... ... 5%	Rs. .....
	(iii) અનુસુચિત બેન્કનું પરફોર્મન્સ બોન્ડ	.....	રૂ. .....
	Total એકંદર	... 5/10%	રૂ. .....
(6)	Time allowed for completion of the work from the date of written order to commence		.....Months
	કામ શરૂ કરવાના હુકમ મળ્યા તારીખથી કામ પુરૂં કરવા માટેનો મળવાપાત્ર સમય		..... માસ
(7)	Other details - અન્ય વિગતો		
	(i) Date on or before which the tender must reach the office		Dt. ..... - 20
	(૧) કચેરીમાં ટેન્ડર પહોંચતુ કરવાની તારીખ		તા. ..... - ૨૦
	(ii) Mode of sending the tender		(a) In sealed cover by Registered post only
	(૨) ટેન્ડર મોકલવાની પદ્ધતિ		(ક) મહોરબંધ કવરમાં ફકત રજિસ્ટર્ડ ટપાલથી જ
	(b) Tenders sent by ordinary post will be Outright rejected.		(ખ) સાદી ટપાલથી મોકલેલ ટેન્ડર સીધુ રદ કરવામાં આવશે.
	(iii) Description essential to be made on sealed cover.		(a) Name of work (ક) કામનું નામ
	(૩) મહોરબંધ કવર પર દર્શાવવાની જરૂરી વિગત		(b) Last date of Receiving the tender (ખ) ટેન્ડર સ્વીકારવાની છેલ્લી તારીખ
	(iv) Mode of quoting rate in Schedule 'B'		In figures as well as in words. (Premium/Rebate/At Par)
	(૪) અનુસૂચિ 'ખ' માં ભાવ ભરવાની રીત.		આંકડા તેમજ શબ્દોમાં. (પ્રીમીયમ/રીબેઈટ/ એટ પાર)

* Strike out which ever is not applicable * લાગૂ ન પડતુ હોય તે છેકી નાખવુ.

Note : The normal rate of Security Deposit is 5 percent for works upto Rs. 30 lacs and further 5% as performance bond for works above Rs. 30 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.

INDEX

			Page No.
1.		DATA SHEET FOR OFF LINE TENDER	2
2.		INDEX	3
3.		DATA SHEET FOR ON LINE TENDER	5
4.		NOTICE INVITING TENDERS (OFF LINE)	6
5.		NOTICE INVITING TENDERS (ON LINE)	7
6.		DECLARATION CERTIFICATE	12
7.		TENDER FOR WORK	14
8.		MEMORANDUM	15
9.		TERMS & CONDITIONS OF CONTRACT	16
Clause	1	Security deposit	16
Clause	2	Liquidated damages for delay	16
Clause	3	Default by contractor	17
Clause	4	Action when the progress of any particular portion of the work is unsatisfactory	17
Clause	5	Non exercise of powers under clause 3 not a waiver	17
Clause	5-A	Powers to seize tools, plants, machineries, materials and stores of the contractor on invocation of clause 3	17
Clause	6	Extension of Time limit	17
Clause	7	Final Measurements and Final bill on completion of work	18
Clause	8	Intermediate and Final Payments	18
Clause	9	Payment at reduced rates	18
Clause	10	Bills to be submitted monthly	19
Clause	11	Bills and rates payable	19
Clause	12	Materials to be supplied by the Department	19
Clause	12-A	Consumption and return of materials supplied by the Department	19
Clause	12-B	Safe custody of materials supplied by the Department	19
Clause	13	Drawings, Designs, Instructions of the Engineer - in- charge and specifications, order of precedence in case of discrepancies	20
Clause	14	Excess over Tender Quantities, Extra Items and Variations	20
Clause	15	No claim to any payment or compensation for alterations or for restrictions of work	21
Clause	15-A	No claim for delay in supply of materials by the Government	22
Clause	16	Claims under the contract	22
Clause	17	Remedies for inferior or bad work, materials or workmanship and maintenance clause	22
Clause	17-A	Defect liability clause	22
Clause	18	Work to be open for inspection-Contractor's responsible agent to be present	23
Clause	19	Notice to be given before work is covered up	23
Clause	20	Damage to contract work-in-progress and damages to surrounding properties	23
Clause	20-A	Damages due to acts of God and unprecedented floods	23
Clause	21	Contractor to supply plant, ladders, scaffolding etc. and is liable for damage arising from non provision of lights, fencing etc.	24
Clause	21-A	Regulations for scaffolds, working platforms, gangways and stairways	24
Clause	21-B	Regulations for hoisting appliances	25
Clause	22	Measures for prevention of fire	26
Clause	23	Liabilities to contractors for any damages done in or outside work	27
Clause	24	Compaction of Layers of works above Rs. One Crores	27
Clause	25	Deleted	27
Clause	26	Work not to be sublet; consequences for unauthorised subletting, bringing and becoming insolvent.	27
Clause	27	Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss	28
Clause	28	Changes in the constitution of firm to be notified	28
Clause	29	Works to be under directions of Superintending Engineer	28
Clause	30	Settlement of Disputes and Arbitration	28

		Page No.
Clause 31	Deleted	29
Clause 32	Lump sums in estimates	29
Clause 33	Action where no specifications	29
Clause 34	Definition of work	29
Clause 35	Contractors percentage-whether applied to net or gross amount of the bill.	29
Clause 36	Royalties	29
Clause 37	Compensation under the Workmen's Compensation Act	30
Clause 37A	Liability of the contractor in case of accidents	30
Clause 37B	Arrangements for personal safety requirements and first aid	30
Clause 38	Quantities in the tender to be considered approximate and they are subject to variations	30
Clause 39	Employment of famine or other labour	31
Clause 40	Claim for compensation for delay in starting the work	31
Clause 41	Claim for compensation for delay in the execution of work	31
Clause 42	Entering upon or commencing any portion of work	31
Clause 43	Minimum age of persons employed	31
Clause 43(i)(a)	The payment of fair wages etc.	31
Clause 44	Method of payment	32
Clause 44A	Set off clause	32
Clause 45	Deleted	32
Clause 46	Employment of Scarcity labour	32
Clause 47	Deleted	32
Clause 48	Application of GST Tax and consequences thereof	32
Clause 49	Employment through Employment Exchange and local labour	32
Clause 50	Fair wages	33
Clause 51	Deleted	33
Clause 52	List of Machinery	33
Clause 53	Liabilities of contractor for idleness of Road Rollers deployed by the Department on contract work	33
Clause 54	Local labour on normal rates	33
Clause 55	Land on Hire and rental charges	33
Clause 56	Vaccination to labourers	33
Clause 57	Camp facilities to workers	33
Clause 58	Gum boots, hand gloves, masks etc., to labourers	36
Clause 59	No distinction between Harijans and other workers	36
Clause 60	Price Escalation clause	36
Clause 61	Fencing and Lighting	38
Clause 62	Liabilities for accidents to persons	39
Clause 63	Access to site and work on site	39
Clause 64	Reports regarding labour	39
Clause 65	Treasure trove	39
Clause 66	Indemnity	39
Clause 67	Insurance of labourers	39
Clause 68	Setting out	39
Clause 69	Cement Register	39
Clause 70	Materials, Works Test Register and Core cutting Machine	39
Clause 71	Progress Schedule	39
Clause 72	Secured Advance	40
Clause 73	Advance Payment	40
Clause 74	Advance against machineries	41
Clause 75	Mobilization Advance	41
Clause 76	Licence for contract labour	41
Clause 77	Recovery of Testing charges and handing over empty cement bags	41
Clause 78	Deduction of GST	42
Clause 79	Recovery of Workers Welfare Cess	42
Annexure-1	Declaration regarding Income Tax, Addresses etc.	42
Annexure-2	Basic rates considered by the contractor	43
Annexure-3	Performance bond	44
Annexure-4	List of works already completed by the tenderer	45
Annexure-5	List of Plant and Machinery	45
Annexure-6	Declaration regarding works on hand	45
Annexure-7	Special Conditions of Contract	45
Schedule'A'	Materials to be supplied from P. W. Store	46
Schedule'B'	Memorandum showing items of works to be carried out	47
Schedule'C'	Time Schedule of completion	48

DATA SHEET For B-1 E-Tendering

(A) Details of Tender Item :

Sr. No.	Name of Work	Estimated Tender Value in (Rs._____)	EMD (Rs. In (Rs._____)	Tender fee Deposit	Total Security of Work	Period for Completion
1	2	3	4	5	6	7

(B) Eligibility : Registered in _____ Class or above / Pre-qualification

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

(i) Site Visit (If any) — On date ____/____/_____ ; ____ ; ____ hrs. Venue :

(ii) Downloading of tender documents Start & End Date — From date ____/____/_____ upto date ____/____/_____ Till ____ ; ____ hrs.

(iii) Online submission of bid — Upto date ____/____/_____ Till ____ ; ____ hrs.

(iv) Submission of EMD and Tender fee — Submission in electronic format only through online by scanning and then the same should be sent in original to Tender Opening Authority at the time of tender opening or sent the same through R.P.A.D. So as to reach Executive Engineer _____ Division _____ within 7 days from the last date of opening. If Tender fee and E.M.D. is not paid as shown in bid document, action to hold his registration in abeyance shall be taken and his E-tendering Code will be cancelled for ony year.

(v) Online opening of Bid — On date ____/____/_____ & ____ ; ____ hrs. Venue

(vi) Bid Validity Period — 90 / 120* days counted from the date of opening of online tenders

- Bidders can download the tender documents free of cost from the website. www. rnb.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 — Executvie Engineer _____ Division _____

(ii) Bid Opening Authority — _____

(E) Mode of Quoting Rates — Percentage premium or rebate in words and figures at the end of Schedule B

The list of certifying agencies are as mentioned under :

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

* Bid validity shall be 90 days in case of works estimating cost upto Rs. 10 lakhs & 120 days in case of works estimating cost more than 10 lakhs.

NOTICE INVITING TENDERS (OFF LINE)

1. Tenders are invited on behalf of Governor of State of the Gujarat for work as per page number one of this Booklet.The work is estimated to cost of Rs.....This estimate however, is given as a rough guide.
2. The works are required to be completed within..... months as per the terms of the contract conditions.
3. The contractor whose names are borne of the approved list of contractors of Gujarat State R & B Deptt / W. R. D. in ..... class and above on the date of opening Tenders only will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
4. Applications for issue of tender documents shall be submitted to ..... so as to reach his office not later than .....
5. Tender documents consisting of conditions, specifications, Schedule(s) of quantities of the various classes of work to be done, the conditions of contract etc; will be issued / sold on (date). ..... to ..... (date) up to **4 p. m.** on payment of Rs. .....
6. Copies of other drawings and documents pertaining to tender and signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tenderers at the following offices during working hours between the dates mentioned in clause 6 above.(a) ..... (b) .....
7. Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents samples, site etc; whether he inspects them or not.
8. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him, by Government and local conditions and other factors bearing on the execution of the works.
9. A tenderer should quote in figures as well as in words the rate(s) tendered. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only and in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures the words Rs. should be written before the figure of rupees and the words 'paise' after the decimal figure e.g. Rs. 2.15 p. and in case of words the words 'Rupees' should preceed and the words 'paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' , it should invariably be upto two places of decimal.
10. All rates shall be quoted on the tender form.
11. The tender for the works shall not be witnessed by a contactor or contractors who himself / themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering, as well as of those witnessing the tender, liable to rejection.
12. **Receiving and opening of tender :** Tender shall be received by Registered Post A. D. by ..... upto Office Hours upto the ..... (date) and shall be opened at ..... hours on..... in the presence of tenderers who may be present.
13. In the case of contractors who have not furnished standing security, the tender shall be accompanied by earnest money (unless exempted from depositing it) of Rs. ..... Treasury Chalan / Deposit at call Receipt issued in favour of ..... by a scheduled or Nationalised bank or Narmada/Shrinidhi F.D.Rs. the amount being credited to ....A contractor exempted from depositing earnest money/security in individual case(s) shall attach with the tender an attested copy of the letter exempting him from depositing earnest money/ security and shall produce the original when called upon to do so.
14. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice and tender documents, failing which the tender will be liable to be rejected.
15. The Governor of the State of Gujarat does not bind himself to accept the lowest or any tender or to give any reasons for the decision.
16. This notice of tender shall form part of the contract documents.
17. If found necessary, contractor will be intimated for negotiation. He will be intimated maximum three times within validity period for negotiation. If contractor does not respond in time. his earnest money will be forfeited and his tender will be rejected. Punitiative action will be taken on such contractor.

For and on behalf of Governor for the state of Gujarat

Date : .....

Signature .....

Designation .....

GBS

NOTICE INVITING TENDERS (E-PROCURE)

1. Tenders are invited on behalf of Governor of State of the Gujarat for work as per page number Two of this Booklet. The work is estimated to cost of Rs.....This estimate however, is given as a rough guide.
2. The works are required to be completed within..... months as per the terms of the contract conditions.
3. The contractor whose names are borne of the approved list of contractors of Gujarat State R & B Deptt / W. R. D. in ..... class and above on the date of opening Tenders only will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
4. Bid document can be downlowaded & Submitted in Electronic Format on online web.site www.rnb.procure.com / www. _____ from _____ to _____ up to _____ hours
5. Tender documents consisting of conditions, specifications, Schedule(s) of quantities of the various classes of work to be done, the conditions of contract etc; will be shown on above Web Site.
6. Copies of other drawings and documents pertaining to tender and signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tenderers at the following offices during working hours between the dates mentioned in clause 4 above.
7. Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents samples, site etc; whether he inspects them or not.
8. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him, by Government and local conditions and other factors bearing on the execution of the works.
9. The bidder should quote his bid premium or rebate at the end of Schedule B. If he do not wish to quote premium or rebate, he should Indicate "at par" in the blank space preceding "% above / below" in Schedule B. Thereafter he should work out and indicate the offered bid amount both in words and figures in Schedule B.
10. All rates shall be quoted on the tender form.
11. The tender for the works shall not be witnessed by a contactor or contractors who himself / themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering, as well as of those witnessing the tender, liable to rejection.
12. The electronically Offered bids will be opened at _____ hours on _____ in the presence of bidders who may choose to remain present in the office of the Bid opening Authority Specified in bid documents.
13. "Demand Draft for E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid' Accordingly offer of those shall be opened whose E.M.D. & tender fee is received electronically. However for the purpose of realization of D.D. bidder shall send the D.D. in original to TEnder Opening Authority at the time of tender opening or send the same through R.P.A.D. So as to reach Executive Engineer _____ Division _____ within 7 days from the last date of opening. If Tender fee and E.M.D. is not paid as shown in bid document, action to hold his registration in abeyance shallbe taken and his E-tendering Code will be cancelled for one year D.D. for Exemption Certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online.
    Any documents in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc.) & hard copy will not be accepted separately."
14. The Governor of the State of Gujarat does not bind himself to accept the lowest or any tender or to give any reasons for the decision.
15. This notice of tender shall form part of the contract documents.
16. If found necessary, contractor will be intimated for negotiation. He will be intimated maximum three times within validity period for negotiation. If contractor does not respond in time, his earnest money will be forfeited and his tender will be rejected. Punitiative action will be taken on such contractor.

For and on behalf of Governor for the state of Gujarat

Date : .....

Signature .....

Designation .....

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

ROADS & BUILDINGS / WATER RESOURCES DEPARTMENT
Contract for works
SECTION - 1
INFORMATION & INSTRUCTION FOR TENDERERS :

1. Mode of Submitting Tender :

The tenders in the form referred to in notice inviting Tender shall be submitting in Electronic format only on online Web-site www.rnb.procure.com till the date & time shown in Page No. 2

Offers in Physical form will not be accepted in any case.

Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class - III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India are as mentioned under :

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

2.0 Competency of Tenderer :

No contract will be awarded except to responsible bidders capable of performing the class of work completed. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within the time stipulated. Tenderer may be required to furnish the tender inviting authority with the statements as to their experience and their financial status. Tenderer shall be a registered contractor in appropriate class of the Roads & Building Department or Water Resources Department of Government of Gujarat. The tenders of only those contractors who prossess the general and special class and category of approved contractors for Government of Gujarat on the specified date of opening tenders (Technical Bid in the case of two or more bid system) will be opened. However this will not be applicable to Tenderers / Bidders who are registered in other states or Central Government, Railways, M.E.S. and who have applied for registeration in Gujarat State or before submitting tenders/bids. The tenders/bids of such contractors will be opened subject to the condition that they get registration certificate before issue of work-order in case they emerge as L-1 Bidder. (R & B circular No. TNC-10-2016 (FA-591-16)-02-C dated 3-9-2016.

3.0 Tenderer to inform Himself :

Tenderer will be deemed to have inspected the site and to have satisfied himself as to the nature of all works, all existing roads, water-way and other means of communications and access to and from the site of the work and the building that may be required for temporary purpose in connection with the construction, completion and maintenance of the works and must make his own inquiries as to work, yard sites and depot, and dumps as to acquisition of such additional sites, rates and areas as may be necessary for temporary purpose for constructing, completing and maintaining the works and availability of water for construction activities, power, quarries and labour.

4.0 Payment of Tender Fee and Earnest Money Deposit : "Demand Draft for E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received electronically. However for the purpose of realization of D.D. bidder shall send the D.D. in original to Tender opening Authority at the time of tender opening or send the same through R.P.A.D. So as to reach Executive Engineer _____ Division _____ within 7 days from the last date of opening. If Tender fee and E.M.D. is not paid as shown in bid document, action to hold his registration in abeyance shall be taken and his E-tendering Code will be cancelled for one year. D.D. for Exemption Certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online.

Any documents in supporting of tender bid shall be subitted in electronic format only through online (by scanning etc.) (R & B Circular No. ૫૨૪-૧૦૨૦૦૮-૫-૬, dated 18-1-2008 & 27-11-2008)

5.0 Payment : The tenderer must understand clearly that the rates quoted are for completed works and include all costs due to labour, scafloding, plant, supervision, service work, power, royalties and octroi etc. and include all extras to cover the cost of night work if and when required and no claim for additional payment beyond the price/ rates quoted and accepted will be entertained and the tenderers will not be entitled subsequently to make any claim on the ground

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઇજનેરની સહી :

of misrepresentation or on the ground that he was supplied with information given by any person (whether the member is the employee of Public Works Department or not). Any failure on his part to obtain all necessary information for the purpose of making his tender and filling the several prices and rates therein shall not relieve him from any risks or liabilities arising out of or consequent upon the submission of the tender.

6.0 **Tender Forms :** This form will state work to be carried out as well as the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit 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 specification, 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. However Every 'blank' in the form of the e-tender and in the Schedule and Annexures must be filled up by the tenderer and must be submitted online.

7.0 The bidder should quote his bid premium or rebate at the end of Schedule B. If he do not wish to quote premium or rebate, he should Indicate "at par" in the blank space preceding "% above / below" in Schedule B. Thereafter he should work out and indicate the offered bid amount both in words and figures in Schedule B.

8.0 **Earnest Money :** Earnest money in specified form @ 1% of the estimated cost must be sent as specified in instruction No.4 preceding electronically. Tenderer may pay earnest money upto Rs. 50,000 in the form of crossed demand draft or fixed deposit or fixed deposit-at-call receipts with a validity period of not less than six months of Nationalised or Scheduled bank of Narmada Shrinidhi F.D. Rs. drawn in favor of Executive Engineer Divisional officer concerned . Earnest money by cheque & Bank Guarantee shall not be accepted. (vide R & BD G. R. No. TNC/1 090/ 100) (4)-C, dated 4-11-2000). However in respect of the works estimated to cost above Rs. 50 lacs, the amount of earnest money in excess of Rs. 50,000 can be offered by the contractor, at his choice, in the form of Bank Guarantee of the Scheduled or nationalised Bank or other banks approved for Government business only. The Bank Guarantee in such cases will be furnished in the following form. In such cases also, the amount of earnest money first Rs. 50,000 will be paid only in the form of crossed demand drafts or fixed deposit receipts or deposit at call receipts worth the validity period of not less than 6 months of the nationalised or Scheduled or Narmada / Shrinidhi F.D.Rs. 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 electronically. If the contractor does not remit the tender fee & the earnest money within the specified time his registration will be held in abeyance for one year & his tendering code will be cancelled for one year.
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 such tenderer's tender shall be rejected and then according to aforesaid provision of tender, action to blacklist the Contractor will be initiated without Delay. (Vide R & B D G.R. No. Misc.-1097-90-1091/97-Z/ C dated 4-10-97 & Parach-10-2008-5C Part file dtd. 27-11-2008 & N.W.R.D. & Kalpsar Dept. G.R. No. Parach-102014-01 M.I. Cell /K-1dated 21-5-2022).

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

BANK GUARANTEE

Where as M/s._____ (hereinafter called the Tenderer) is desirous and preferred to tender for works in accordance with the terms and conditions of tender for the work of _____and where as We, Bank, agree to give the tenderer a guarantee for the Earnest Money.

1 Therefore, we hereby affirm that we are guarantors on behalf of the Tenderer upto total rupees _____ _____in words) Rs._____ in figures) and we undertake to pay to Executive Engineer _____ Division _____Department of Government of Gujarat the-_____ upto his first written demand, without demur, without delay and without the necessity of a previous notice of judicial or administrative procedures and without the necessity to prove to the Bank the defects or shortcomings or debits of the contractor any sum within the limit of Rs._____

2. We further agree that the Guarantee herein contained, shall remain in full force and effect during the period that would be taken for the acceptance of tender.
However, unless a demand of claim under this guarantee is made on us in writing on or before the _____ _____ (Date to be specified - will not be less than 180 days from the stipulated date of receiving the tender) we shall be discharged form all liabilities under the guarantee thereafter.

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

3 We undertake not to revoke the guarantee during it currency except with the previous consent of the Executive Engineer _____ Division _____ in writing.

4. We lastly undertake not to revoke the guarantee for any charge in constitution of the tenderer or of the Bank.

Date **Signature & Seal of Guarantor** _____

Bank Address _____

8.2 The Earnest Money submitted in the form of Deposit-At-call receipt shall need minimum validity of six months from the last date of online submission offender Tender not supported with tender fee. Earnest Money & documents and not submitted in electronic format (by scanning) while uploading the bid shall be rejected as NON Responsive If the tenderer modifies or withdraws his tender, the Earnest Money (in case of EMD exemption certificate, proportionate amount equivalent to EMD of a particular tender) shall be forfeited and the tenderer may be disqualified from tendering for future works under the Government

8.3 The Earnest Money will be returned to the unsuccessful tenderers. The Earnest Money will be returned to the successful tenderer after he furnishes security deposit and duly enters into the contract.

8.4 Within Ten days or within such time as may be decided by the Tender Inviting Authority from date of receipt of the letter accepting his tender, the successful tenderer shall furnish the required security deposit and attend the office of the Tender Inviting Authority for execution of the contract documents. It he fails lo furnish the security deposit or execute the contract document, his Earnest Money (in case of EMD exemption certificate equivalent amount there from} shall be forfeited and action to blacklist the contractor will be initiated without delay (Vide R&B.D G R. No Misc. 1097-90-1091-97-Z/C dated 4-10-97)

9.0 Accompaniments of Tender : (to be submitted in electronic format only through on line (by scanning) as duly certified true copies)

The contractor shall have to furnish:

(i) Demand Draft of Tender fee and Earnest Money or Earnest Money Exemption Certificate.

(ii) Copy of Partnership Deed or Memorandum as well as Articles of Association in case of the company and intimate permanent addresses of his partners/ Directors of Company, Ail copies submitted shall be duly attested.

(iii) Copies of certificate regarding previous experience, as required

(iv) Declaration showing all works completed during preceding 5 years and works on hand with the Contractor and the value of works that remained to be executed in each case.

(V) A certificate of Registration as approved contractor of prescribed category From authorities stipulated in Notice Inviting Tenders.

(vi) P.A.N. issued by Income Tax department.

(vii) Copy of Provident Fund Registration - Code no.

(viii) Duly filled in and digitally signed declaration form as provided after as last item of section - 1 & memorandum duly filled in & digitally signed as given in section -2.

(ix) A solvancy certificate of an Amount of 20% (Twenty percent) of estimated cost put to tender will have to be produced along with tender. It shall be of Scheduled Bank or Nationalised Bank or Bank Approved for Government business. Solvency Certificate shall have validity of same calander year as that of date in which tender is issued.

(x) Required Annexures duly filled in when prequalification is involved

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

10.0 Tender liable to be Invalid :

It may please be noted that the tender is liable to be considered invalid especially. If the requirements as per Instruction No. (1) to (9) above are not complied with.

11.0 Right of rejection of tenders.

(i) Right is reserved by the Tender inviting Authority to reject any or all tender(s) without assigning any reason thereof

(ii) In addition lo the above the tender will also be liable to be rejected outright if :

(a) The tenderer proposes any alteration in the work specified or in the time allowed for carrying out the work or in any condition.

(b) The tenderer or in the case of a firm, each partner or the person holding the power of attorney thereof does not digitally sign section 2 or signature/s is/are not attested by a witness

(c) If the tenderer adopts unhealthy / mal practice / corrupt practice for securing and performing contract.

12.0 Method of Tendering :

12.1 If the tender is made by an individual, it shall be digitally signed by the proprietor above his full name and the full name

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

and current address.

12.2. If the tender is made by a proprietary firm, it shall be digitally signed by the proprietor above his full name and current name of his firm with its current address.

12.3 If the tender is made by a firm of partnership, it shall be digitally signed by a partner of the firm holding the power of attorney and digital certificate for the firm. A certified copy of the power of attorney shall be provided in physical form along with other documents. A certified copy of the partnership deed, full name and current address of the firm and full names and the current addresses of all the partners of the firm shall also be provided along with other documents

12.4 If the tender is made by a limited company or a limited corporation, it shall be digitally signed by a duly authorised person holding digital certificate for the company /corporation and power of attorney for signing the tender in which case a certified copy of the power of attorney shall be provided separately in physical form along with other documents such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

12.5 All digital signatures in the tender document shall be dated

13.0 Eligibility and qualification requirement :

To establish acceptability of the offer to the satisfaction of tender inviting authority the tenderer shall provide the following:

13.1 Details of plant and machinery immediately available with tenderer for use on the works

13.2 Details of plant and machinery proposed to be procured for the work.

13.3 Details of technical, supervisory and administrative personnel already employed by the tenderer that he proposed to utilize for this work and such other personnel he proposes to employ further for this work.

13.4 Copies of registration certificate and P.A.N allotted by income Tax office.

13.5 List of works already completed by the Tenderer during last 5 years.

13.6 List of works on hand on the date of submitting tender.

13.7 In respect of Road works estimated to cost above Rs. 7.50 crores, bridges as well as building works estimated to cost above Rs. 7 crores. The offers of bidders fulfilling the pre-qualification requirements only shall be considered.

14.0 Deviation or modification in tender documents :

14.1 All tenderers are cautioned that tender containing any condition and or deviation from the contractual terms and conditions, specifications, quoting offering rates/prices in different manner than specified in the tender and/or any other requirements of tender shall make the tender liable for outright rejection shall be considered as non-responsive for all practical purposes. However in respect of Tenders under Two cover Bid system, proposals for deviations on issues stated in the Clause of two cover bids, can be suggested.The decision of the tender inviting authority in this regard shall be final and binding to the tenderer.

14.2 Alternative tenderer are not acceptable.

15.0 Submission of tender

15.1 Tender shall be submitted in an online manner only on website www.rnb.nprocure.com.
Last date & time of online submission _____

15.2 Tender fee, EMD and other documents should be submitted in electronic format only through on line (by scanning) while uploading the bid. However the purpose of realisation of D.D. the bidder shall send the D.D. in original to Tender opening Authority at the time of tender opening or send the same through R.P.A.D. So as to reach Executive Engineer, _____ Division, _____ within seven days from of last date of opening. If tender fee and E.M.D. is not actually paid as shown in bid documents, action to hold his registration in abeyance shall be taken and his E-tendering Code will be cancelled for one year. R.&B.D. Circular No. પરચ-૧૦૨૦૦૮-સ, dated 18-1-2008 & 27-11-08)

16.0 Evaluation of Tenders :

16.1 Evaluation will be made to determine the acceptability, adequacy and reasonability of rates, his past performance and present resourcefulness.

16.2 To assist in the examination, evaluation and comparison of tender, the tender inviting authority may ask tenderer individually for clarification of their tenders including breakdown of unit rates. The request for clarification and response shall be in writing but no change in substance of the tender shall be sought, offered or permitted at that stage.

16.3 Award may be made to the tenderer whose responsive tender is determined to be the lowest evaluated tender and who meets the appropriate standards of capacity and financial resources.

17.0 Receipt of payments : Receipt of payment made on account of any work, when executed by a firm shall be signed by all the partners except where the contractors are described in their tender as firm in which case the receipt shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipt for the firm.

18.0 Bids should be Off line (Not) only.

19.0 General rules and directions :

19.1 No receipt for any payment made by a contractor will be entertained by the Government in regard to any matter relating to this tender or the contract shall be valid and binding on the Employer unless it is signed by the Authorized

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

staff members of the government.

19.2 All works shall be measured net by standard measure and according to the rules and customs of the R & B /Water Resources Department or any other method approved by the R & B /Water Resources Department without reference to any local custom. The measurement of work will be taken according to the usual method in use in Roads & Building department and no proposal to adopt alternative method will be accepted. The Executive Engineer's decision as to what is the usual method in use in Roads &Building department will be final.

19.3 In the event of any error or discrepancy in write up of tender documents the contractor will not take any undue advantage of such error or discrepancy and Engineer-in-charge shall have powers to interpret and decide correct meaning of contradictory erraneous writing.

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

Note : By term "near relative' is meant wife, husband, parents, children, brothers, sisters, uncles, aunts, cousins, and in-laws.

19.5 The contractor should compulsorily furnish his latest address(es) including the latest address of his partners and the place(s) of filling his / their income tax returns along with the tender. Any changes, in such addresses, during the tender of contract should invariably and forthwith be intimated by the Contractor to the Executive Engineer,

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

21.0 Bank : Wherever the word "Bank" is used in this document, it would mean schedule or Nationalised Bank or other banks approved for Government business only. (R & B.D.G.R. No./TNC/1090/100-(4) (c) dated 27/9/2002)

22.0 Tender validity period : The tender for the work shall remain open for 90/120* days counted from the date of opening on line tenders. 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 and G.R. No. TNC-10-2013(02)-C dated 10-5-2013) should be referred to.

23.0 The successful contractor shall exhibit the board in prominent place of work site showing the brief details of project work under execution, financier, cost of work and broad details of inputs / specifications and targetted goals. (R & B.D. GRs Nos. TNC -1090 - 24 - C dated 18/11/1991, 17/8/02 and 25/10/02)

24.0 The contractor will not use the premises of project / work under construction for his staff, labourers or for any other purpose. If he do so market rent for such unauthorised used will be recovered. The marker rent will be decided by the Engineer in charge.

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

26.0 Declarations : The tenderer will have to make declaration enlisted in the form attached herewith and shall affix his signature to the form in token of correctness of declarations made therein. (G.R.,R & BD NO. TNC-IIB-22(10)-C. dated 24/5/90 should be referred to)

DECLARATION FORM

(I) I/We here by declare that I/ we have visited the site and fully acquainted my self / ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting this tender.

(ii) I /We hereby declare that I/We have carefully studied the conditions of contract, specifications and other documents of this work and agreed for executing the same accordingly.

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

(iii) 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 as chairman of P.W. committee or as incumbunt in Jilla Panchayat at today.

૨૭. કામનો વર્ક ઓર્ડર ઇશ્યુ થયા પછી તુર્તજ કામના સ્થળ ઉપર તે કામની નીચેની વિગતો દર્શાવું બોર્ડ ઈજારદારે પોતાના ખર્ચે પ્રદર્શિત કરવાનું રહેશે.

* Bid validity shall be 90 days in case of works estimating cost upto Rs. 10 lakhs & 120 days in case of works estimating cost more than 10 lakhs.

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

૩. પાંચ લાખથી વધારે કિંમતના રસ્તા/પુલો/મકાનોનાં કામો ઉપર કામની વિગત દર્શાવતાં બોર્ડ :–

૧. કામનું નામ (કામનો પ્રકાર) :
૨. વિભાગનું નામ :
૩. પેટા વિભાગનું નામ :
૪. ટેન્ડરની રકમ :
૫. ઈજારદારશ્રીનું નામ :
૬. સુપરવાઈઝરી સ્ટાફનાં નામ :
૭. કામ શરૂ કરવાની તારીખ :
૮. કામ પુરૂં કરવાની તારીખ :
૯. કરવાનાં કામની ટૂંકી વિગત :

રસ્તાનાં કામો :

– માટી કામની જાડાઈ _____ સે.મી.
– ડામરની સપાટીનું કામ _____ સે.મી.
– મેટલના પ્રથમ સ્તરની જાડાઈ _____ સે.મી.
– મેટલના બીજા સ્તરની જાડાઈ _____ સે.મી.
(_____ કપચી, _____ ગ્રીટ અને _____ ડામર વાપરવાનો)
– ડામરની સીલીંગ સરફેસનું કામ _____ સે.મી.
(_____ કપચી, _____ ગ્રીટ અને _____ ડામર વાપરવાનો)

પુલનાં કામો :

– પુલનાં _____ લંબાઈના _____ ગાળા
– પુલનાં થાભલા/એબટમેન્ટના કોન્ક્રીટનું પ્રમાણ ____ (સીમેન્ટ, કપચી, રેતી)
– અન્ય વિશેષ જોગવાઈ.
– પુલનાં પાયાના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી)
– સુપર સ્ટ્રકચરના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી)

મકાનોનાં કામો :

– પાયાના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી)
– ભોયતળિયાના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી)
– બારી બારણા - સાગી લાકડાના /સ્ટીલ ફ્રેમ/ અન્ય.
– ઈંટોના ચણતરમાં સીમેન્ટ/રેતીનું પ્રમાણ _____ (સીમેન્ટ, રેતી)
– ભોંયતળિયે ____ સે.મી. જાડાઈની _____ સે.મી. સાઈઝની મોઝેક ટાઈલ્સ

અન્ય કામો : યોજનાનો હેતુ તથા ટૂંકમાં સામાન્ય જનતાને જાણવા જોગ ગુણવત્તા ધોરણોની વિગત.

આર.સી.સી. કામો :

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

નોંધ-૧ : આ કામના વિગતવાર સ્પેશીફીકેશન નાયબ કાર્યપાલક ઈજનેરશ્રી ..... પેટા વિભાગ ..... ની કચેરીઓ ઓફિસના સમય દરમ્યાન કોઈપણ સમયે જોઈ શકશે. આ કામની માલિકી જાહેર જનતાની છે અને કામમાં કોઈ ક્ષતિ કે અનિયમિતતા જણાય, તો તે બાબતમાં નીચેના કોઈપણ અધિકારીનો સંપર્ક કરવા તથા તેમનું ધ્યાન દોરવા વિનંતી છે. (૧) નાયબ કાર્યપાલક ઈજનેરશ્રીની કચેરી ..... (૨) કાર્યપાલક ઈજનેરશ્રીની કચેરી ..... (૩) અધિક્ષક ઈજનેરશ્રીની કચેરી.....

નોંધ-૨ : મકાન જેવા સીમિત ક્ષેત્રફળ માટે એક બોર્ડ મુકવું જરૂરી છે. જ્યારે રસ્તા, પુલોમાં પાણીની પાઈપ લાઈન, ગટર લાઈન, કેનાલ વિગેરે કામોમાં લંબાઈનો વ્યાપ વધુ હોય ત્યારે આવા કામોમાં એક કરતાં વધુ બોર્ડ (જનતાની અવરજવર વધુ હોય ત્યાં તેમજ બંને છેડા ઉપર અને વચ્ચે) ટ્રાફીક સલામતીને ધ્યાને રાખી બોર્ડ મુકવાના રહેશે.(મા. મ. વિ. ઠરાવ નં. ટી.એન.સી. ૧૦૯૦-૨૪-સ, તા. ૧૮-૧૧-૧૯૯૧,તા. ૧૭-૮-૨૦૦૨ તથા તા. ૨૫-૧૦-૨૦૦૨ તા. ૫-૩-૨૦૧૧નો ઠરાવ)

28. Additional Instruction regarding Security Deposit (Clause-1)

28.1 The Full amount of Security Deposit deducted in cash from running bills will be released proportionaly as indicated in table below on production of Bank Guarantee of schedule Bank provided the contractor produces Bank Guarantee for the period of six months beyond the stipulated period of completion of work. Further if the time limit of contract is extended the period of Bank Guarantee shall have to be extended for six months beyond the proposed extension of time limit and the contractor shall have to furnish the undertaking for this alongwith the application for extension in time limit.

Table of proportionate release of Security Deposit :

Sr.	Monetary Progress	Portion of Security Deposit to be released	Against production of Bank guarantee of
1.	25% of Tender cost	Equal to the amount retained from Running Bills or 0.625% of the estimated cost of work, whichever is less.	Equal to the amount to be released
2.	50% of Tender cost	Equal to the amount retained from Running Bills or 1.25% of the estimated cost of work, whichever is less.	Equal to the amount to be released
3.	75% of Tender cost	Equal to the amount retained from Running Bills or 1.88% of the estimated cost of work, whichever is less.	Equal to the amount to be released

28.2 It will have to be ensured that Ten percent amount of security deposit in any form as permisssible above is kept available with the employer till the actual date of completion of work. (Vide as per R & B Circular No. TNC - 10-2013-3-(Part-2)-C dated 20-11-2013)

29. Erasures - Persons tendering are informed that no alterations by them in the text of the docu.nent sent herewith will be allowed and any such alterations will be disregarded.

30. 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.

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

31. **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 occuring in the 'amount' column of the Schedule 'B' showing items if 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 totalling 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.

32. **(i)** It may please be noted that the tender will be considered as invalid, especially, if the requirements as per instruction No. 1 to 9 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.

33. All corrections and additions or pasted slips should be initialled.

34. 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 - 1872 (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 recieved (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 suchtenders in the registers for receiving tenders and should be initialled by the concerned Executive Engineer.

35. The above instructions are applicable when B-1 Tenders are invited on Line (E-procure) B-1 Tenders are invited Off-line i.e. in hard Copy in the above instruction, where ever. The words "ONLILE" electronically by scanning are used the same may be understdood as the same may be understood as 'OFF-LINE'in hard copy by registered post etc. This chanrge will affect in formation and instruction to tenderers Section instructions 1,4,7,8.9.11.12.13.5, 15, 16, 18, 22 and 26.

36. For works having Estimated Tender cost upto Rs. 10 Crores for Bridge & Building works and upto Rs. 12 Crores for Road works B-1 Tender contract forms shall be used. (G.R. dated R & B.D. TNC/1088/D/347/(7)-C dated 11-7-2017).

37. For works having Estimated Tender cost upto Rs. 10 Crores for Water Resourses & Kalpsar Dept B-1 Tender contract forms shall be used. (G.R. No. N.W.R.D. & Kalpsar Dept. Misc./102010/17(2)/K1 (MI Cell) dated 20-5-2022).

Dated : _____

Place : _____

_____
(Digital Signature of Contractor with Seal)

TENDER FOR WORKS - કામ માટેનું ટેન્ડર

I/We hereby tender for the execution for the Governor of Gujarat (hereinbefore and hereinfter referred to as Govemment) of the work specified in the underwritten memorandum within the time specified in such memorandum at + _____ Percent below/ above the estimated ra' 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 અનુસૂચિ 'ખ' સાથ પરવાના કામની બાજુની દર્શાવેલી વાદીમાં નિર્દિષ્ટ અંદાજ દર કરતાં + ... ટકા નીચા- ઉંચા દરે વાદીમાં ઠરાવેલ મુદતની અંદર અને આ ટેન્ડરની સાથે જોડેલી કંટ્રાક્ટરની શરતોના ખંડ ૧૩માં જણાવેલી લેખિત વિગતો, ડિઝાઈનો, ડ્રોઈંગ અને સૂચનાઓ અનુસાર બધી રીતે, નીચે જણાવેલી વાદીમાં દર્શાવેલું કામ કરવા માટે ગુજરાતના રાજ્યપાલ (જેમને અહીં અગાઉ અને હવે પછી 'સરકાર' તરીકે જણાવેલ છે) માટે ટેન્ડર રજૂ કરું છું/કરીએ છીએ અને તે કામ માટે સરકાર તરફથી માલસામાન પૂરો પાડવામાં આવે ત્યારે તે માલસામાન અને તે માટે ચૂકવવાના દર સાથેની અનુસૂચિ 'ક'માં જોગવાઈઓ કર્યા મુજબની રહેશે તે મને/અમને કબૂલ 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 :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

MEMORANDUM - યાદી

(૬) જુદાં જુદાં પેટાકામોનો સમાવેશ કરાયો હોય તો તેની વિગત અલગ યાદીમાં આપવી.

(૧) સામાન્ય વર્ણન મુખપૃષ્ઠ પાના નં. એક માં દર્શાવ્યા મુજબ

(૫) અંદાજી કીમત રૂા. .....

(૭) બાનાની રકમ (૭) બાનાની રકમ 1% રૂા. .....

(૫) જામીન અનામત* (પાંચ ટકા)

(૫) (૧) સરદાર સરોવર નર્મદા નિગમની એક કે તેથી વધુ વર્ષની મુદતવાળી થાપણ (ડીપોઝીટ સ્વરૂપે) અથવા નાની બચત સ્વરૂપે (કુલ ડિપોઝીટ રકમના ૫૦ ટકા સુધી) 2.5% રૂા. .....

(૬) (૨) અંદાજી કીંમતના ૫% જામીન અનામતની રકમ ઈજારદારના રનીંગ બિલોમાંથી થયેલ કામની ચૂકવવાની રકમમાંથી કપાત કરવામાં આવશે. મહત્તમ રકમ કપાયા બાદ રનીંગ બીલમાંથી કપાત બંધ કરવામાં આવશે. 2.5% રૂા. .....

(૭) અનુસુચિત બેન્કનું પરફોરમન્સ બોન્ડ (રૂપિયા ૩૦ લાખ ઉપરના કામમાં અંદાજી કિંમતના ૫ ટકા લેખે) 5% રૂા. .....

સરવાળો કુલ 5/10% રૂા. .....

---

* Vide R & BD G. R. No. TNC - 1088 - 1B/1 (13) / C dated 4-5-1993 & revised vide G. R. No. TNC-1088/IB/18/(13)-C, dated 31-8-94. & TNC-10-2013-3-(Part-1)-C, dated 19-11-2013

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

ચ-(૨) ક્રમ ચ(૧) મુજબ બીલમાંથી કાપેલ રોકડ જામીન અનામત નાની બચત પ્રમાણપત્ર કે એફ.ડી.આર. માં રૂપાંતર કરવા કોન્ટ્રાક્ટર લેખીત જણાવશે તો તે મુજબ રૂપાંતર કરાવી શકાશે. આ મુજબની રૂપાંતરીત જામીન અનામત તથા કરારનામું કરતી વખતે રજૂ કરેલ ભાજુડી જામીન અનામતની મુદત પાકતા એક મહીના અગાઉ કોન્ટ્રાક્ટર લેખીત 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 ..... montns.

(છ) કામ શરૂ કરવાના લેખિત હુકમમાં નિયત કરેલ તારીખથી પૂરૂં કરવા માટે આપેલી મુદત ..... મહિના.

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

જે તારીખો સુધીમાં જુદી જુદી બાબતો પૂરા કરવાની હોય તે તારીખો દર્શાવતી અનુસૂચિ જરૂર હોય ત્યાં આપવી :

(g) Should this tender be accepted, I/We hereby agree to abide by fulfil all the terms and provisions of the conditions of the contract annexed here to so far as applicable and in default thereof to forefeit 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 કંટ્રાક્ટની બધી શરતોની જોગવાઈઓનું પાલન કરવા અને તેને પરિપૂર્ણ કરવા હું / અમ બંધાઉ છું / બંધાઈએ છીએ અને તેમ કરવામાં કસૂર થયે ઉક્ત શરતોમાં દર્શાવેલ રકમ સરકારમાં જમા કરાવવા અને ચૂકવવા હું / અમે સંમત થાઉ છું / થઈએ છીએ.

(Receipt No. ..... dated ..... from the Government Treasury or Sub-Treasury at ..... in respect of sum Rs.* ....is forwarded herewith representing the earnest money + (a) the full of value of which is to be absolutely forfeited to Government snouid 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 the ..... dt. day of 20 20

(Witness) / (સાક્ષી) .....

.....

(Address) (સરનામું) _____

(Occuption) (વ્યવસાય) _____

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

dated the ..... day of .....20.....

EXECUTIVE ENGINEER (or his authorised asstistant..... Division.

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

x Signature of Contractor before submission of tender

* Amount to be specified in words and figures.

x ટેન્ડર રજૂ કરતા પહેલા કંન્ટ્રાક્ટરની સહી

Note : The normal rate of Security Deposit is 5 percent for works upto Rs. 30 lacs and further 5% as performance bond for works above Rs. 30 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 :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

TERMS & CONDITONS OF CONTRACT

CLAUSE 1 Security Deposit : 1.1 Security Deposit is required to be furnished by the contractor as gurantee money for peformance of the contract and observance of Contract Conditions.

1.2 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 assigness shall pay the total amount of Security Deposit :

(a) In respect of the tender upto Rs. Thirty lacs, equal to 5 (Five) percent of the estimated cost of the work put to tender.

(b) In respect of the work above thirty lacs, equal to 10 (Ten) percent of the estimated cost of the work puty to tender.

1.3 In respect of the tenders upto Rs. 30 lacs the contractor shall pay Five percent of security deposit in two parts as tender.

Part - I :- 2.5 percent in the form of Narmada Bond of Sardar Sarovar Narmada Nigam Ltd. or in any form of National Small saving (N.S.S.) Schemes or F.D.R. of any Schedule Bank to be paid within 10 days from the date of receipt of Acceptance letter of his offer.

Part II :- 2.5 percent in the form of cash / Security Deposit to be deducted from Running Bills that become payable to the contractor from time to time.

1.4 In respect of the tenders above Rs. thirty acs the contractor shall pay first five percent of Security Deposit as specified in part 1.3 above and for the remaining five percent, the contractor shall have to give Performance Bond to be produced within 10 days from the date of receipt of acceptance letter of his offer.

1.5 The Work-order to commence the work shall be issued only after the security deposit as per Para 1.3 and 1.4 is paid / furnished by the tenderer. If the tenderer fail to produce the security deposit as above the earnest money paid by him shall be forfeited and his registration shall be held in abeyance for three years from the date of such default as per Clause-3.

1.6 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 therefrom or performance bond or from any sums which may due or may become due by Government to the Contractor on any account whatsoever and whether in respect of this contract, any other contract, or otherwise. In the event of his security deposit being reduced by reason of any such deduction or 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.

1.7 The portion of security deposit deducted at 2.5 percent from Running Bills as Security Deposit can be converted into interest bearing securities of F.D.R. or Schedule Bank in the Name of Executive Engineer provided that the recovery of full amount of 2.5 % is made and that the contractor has expressly desired this in writing.

1.8 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. This action will be taken by the Executive Engineer and no proposal from Deputy Executive Engineer will be necessary. 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. However before release of balance of Security Deposit, the undetaking should be obtained from the contractor that he has paid royalty on mining materials and still if any dues for royalty charges are to be paid, he undertakes to pay the same to the concerned Authority. "No due certificate" from Royalty Collecting Authority should not be insisted upon. **(See performance Bond on Page No. 44)** Modified as per R & B Circular No. TNC-10-2013-3-(Part-2) C dated 20-11-2013, No. CON 10-2016-02-C dated 24-10-2017 and No. TNC-10-2013-(4)-C dated 24-10-2017.

Also refer instruction 25 under Section I General Rules & Directions for the guidance of Contractors.

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

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

** Normal rate of Security Deposit is 5% for work upto Rs. 30 lacs & further 5% in form of performance bond for work above Rs. 30 lacs.

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

delaying the said work upto the date of completion and handling 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.
(iii) The aggregate maximum of liquidated damages payable under clause No. 2 shall not exceed Rs. o.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. 30 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 31-8-91 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 :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

(ખંડ-૬) **મુદતમાં વધારો :** કામ કરવામાં કોઈ અનિવાર્ય અંતરાય ઉભો થવાના બીજા કોઈ કારણસર કામ પુરું કરવા માટે કંટ્રાક્ટર મુદત વધારો મેળવવા માગતા હોય, તો ટેન્ડરમાં જણાવેલી મુદત પુરી થાય તે પહેલાં આગળ જણાવ્યા મુજબ તે તારીખે તેને કોઈ અંતરાય નડયો હોય તે તારીખ અગર તો મુદત લંબાવી આપવા માટેની માગણી કરવાનું કારણ ઉપસ્થિત થયું હોય તે તારીખ બેમાંથી જે વહેલી હોય તે તારીખ ૩૦ દિવસ પુરા થતાં પહેલા તેણે કામના હવાલાના ઈજનેરને લિખિત અરજી કરવાની રહેશે અને કામના હવાલાના ઈજનેરનો અભિપ્રાય એવો થતો હોય કે, મુદત વધારવા વાજબી કારણ છે તો તમને હવાલાના ઈજનેરને લિખિત અરજી કરવાનીરહેશે અને કામના હવાલાના ઈજનેરનો અભિપ્રાય એવો થતો હોય કે, મુદત વધારવા વાજબી કારણ છે તો તેમને જરૂરી કે યોગ્ય જણાય તે મુજબ વધારી આપશે. આ બાબતમાં કામના હવાલાના ઈજનેરનો નિર્ણય આખરી ગણાશે.

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

(i) For all works costing upto Rs. 50 lakhs (amount put to tender) the final measurements shall be recorded within 45 days from the date of physical completion of the work and the final bill shall be prepared within 45 days from the date of recording final measurement. The completion certificate shall be issued within one month from the date of final 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 labelled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the contractor shall fail to comply with any of the requirements of these conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may, at the expense of the contractor, 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 competed fully in accordance with the sanctional 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 :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની 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.

ખંડ ૧૦ બિલ દર મહિને રજૂ કરવા બાબત : આગલા માસમાં કરી આપેલા બધા કામ માટે હવાલાના ઈજનેરે નક્કી કરી હોય તે તારીખે અથવા તે પહેલાં દર મહિને કંટ્રાક્ટરે બિલ રજૂ કરવાનું રહેશે. અને એ કામની ખરાઈ કરવાના ઉદેશથી હવાલાના ઈજનેર જરૂરી માપ લેશે અથવા લેવડાવશે અને શક્ય હશે તો બિલ રજૂ થયાના દસ દિવસની અંદર મળવાપાત્ર રકમનો હિસાબમેળ કરવામાં આવશે. ઉપર જણાવ્યા મુજબના નિયત સમયની અંદર કંટ્રાક્ટર બિલ રજૂ નહિ કરે તો હવાલાના ઈજનેર પોતાના તાબાના કોઈ પણ અધિકારીને કંટ્રાક્ટરે અધિકૃત કરેલ એજન્ટની હાજરીમાં ઉક્ત કામનું માપ લેવા મોકલશે અને તેવી માપપોથી 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 :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

CLAUSE 13 (1) The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials and in other respects in strict accordance with specifications.
The contractor shall also 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 occuring in one is binding as through occuring 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 10%, the contractor will be paid for the quantity in excess of 10% at the rate entered in the S. O. R. of the year during which the excess in quantity is first executed or tender rate whichever is less. (Modified as per R & B G.R. No. TNC-10-2017-01-C, Dated 11-7-2017)
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 comparision 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.

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 originally contemplated.

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

(2) The contractor also will be entitled for compensation of unemployed 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 11-2-1999).

(ખંડ-૧૫) **કામના ફેરફાર કે નિયંત્રણ માટે કોઈ ચુકવણી કે વળતર અંગે હકદાવો મંજુર કરવા બાબત.**

પ્રભારી ઈજનેરને કરારના દસ્તાવેજો કર્યા પછી કોઈપણ સમયે કોઈપણ કારણસર ટેન્ડરમાં ખાસ ઉલ્લેખ કર્યા મુજબના સંપૂર્ણ કે અંશતઃ બાંધકામને કોઈપણ મુદત સુધી બંધ કરવું જરૂરી જણાય અથવા સંપુર્ણ કે અંશતઃ કામ પુરુ કરવાની જરૂરીયાત ન જણાય અથવા કોન્ટ્રાકટર દ્વારા કરવાના કામની જરૂરીયાત ન જણાય તો તેવા કોન્ટ્રાકટરને હકીકત દર્શાવતી લેખિત નોટીસ આપશે અને કોન્ટ્રાકટર આ નોટીસ મળ્યા બાદ તરતજ આ કામને યથા પ્રસંગ સંપુર્ણ કે અંશતઃ સ્થગિત કરશે કે બંધ કરશે.

આવા કેસમાં અહીં નીચે કરેલ જોગવાઈ સિવાય કોન્ટ્રાકટર તેણે કામ પુરૂ કર્યું હોય તો જે નફો કે ફાયદો તેને મળત, પરંતુ કામ પુરૂ 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 મજુરોની જરૂરહતી તે મજુરોને કામ ન આપી શકવાને કારણે થયેલા નુકશાન અંગે કોઈ ચુકવણી કે વળતરનો હકદાવો કરી શકશે નહીં. મુળ વિગત વર્ણન, આલેખન, નકશા અને સુચનાઓમાં કરવામાં આવેલ કોઈ ફેરફારને કારણે મૂળભૂત રીતે વિચારાયેલ કામમાં કોઈ કાપ આવે તો પણ તેવા કારણસર તે કોઈ વળતર માટે હકદાવો કરી શકશે નહીં.

(૧) આમ છતાં આવા કામ માટે ખરીદેલી માલસામગ્રીને કારણે કે માલસામગ્રી ખરીદવા માટે કરેલ કોન્ટ્રકટને કારણે જો કોન્ટ્રકટરને નોટીસની તારીખ સુધીમાં કોઈ નુકશાન થયું હોય તો તેના માટે વળતર મેળવવા તે હકદાર બનશે. જો આવી રીતે ખરીદેલ અથવા ખરીદવા સમજૂતી થયેલ માલસામગ્રી માંગ્યા પ્રમાણેના જથ્થામાં અને ગુણવત્તાયુકત હોય અને તે ફકત એ જ 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 જાતના નુકશાનનું વળતર ચુકવવામાં આવશે નહીં.

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

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

Signature of the contractor :
કંટ્રાકટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

નુકશાનના વળતરની રકમ બાબતમાં કાર્યપાલક ઈજનેરના નિર્ણય સાથે કન્ટ્રાક્ટર સંમત ન હોય એવા કેસમાં, આવા નિર્ણયની જાણ થયાની તારીખથી એક મહિનાની અંદર પ્રભારી અધીક્ષક ઈજનેરને અપીલ કરવા માટે કન્ટ્રાક્ટર મુક્ત રહેશે. આવા કેસમાં અધીક્ષક ઈજનેરશ્રીનો નિર્ણય કન્ટ્રાક્ટર માટે આખરી અને બંધનકર્તા રહેશે.
આવા કામના કોઈ અપેક્ષિત ફાયદાની નુકશાની માટે કન્ટ્રેક્ટર હકદાર બનશે નહિ.

CLAUSE 15A The contractor shall not be entitled to claim any compensation from Govt. on account of delay by Government in the supply of materials entered in Schedule 'A' where such delay is caused by (i) Non-supply due to short allotment of quota in case materials available under quota regulations. (ii) Difficulties relating to the supply of railway wagon (iii) Force majeure. (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 & B D. 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 contact. 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 occuring.

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 descretion 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 and 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 for all building works shall be as under(a) for all works costing upto Rs. 50,000 (amount put to tender), the period shall be 3 months from the certified date of completion.
(b) For all works costing more than Rs. 50,000 and upto Rs. 1 crore (amount put tender), the period shall be 12 months from the certified date of completion or one monsoon, whichever is later.
(c) For major projects costing more than Rs. 1 crore, (amount put to tender) the period shall be 36 months from the certified date of completion or three monsoons whichever is later.
For the purpose deciding monsoon period 30th september may be treated as the last date.
(Modified vide R. & BD Circular No. PAC-11-102008-2076-N 31-8-2009, PRCH-102013(2076) 2759-N Dated 27-5-2013 and Circular No. TNC /10/2016/Clause 17A (Correction/(1)C dated 12-5-2016.)

CLAUSE 17A Defect liability period : (Applicable to Tenders for Work of Narmada, Water resources, Water Supply and Kalpsar department only).
A For Works other than Building
(A) For all Works costing up to Rs. 50,000 (Amount put to Tender) the period shall be Three Months.
(B.1) For works of Check Dams, Canals, Drainage and road structure estimated to cost morethan Rs. 50,000 but up to Rs. 10.00 lacs the period shall be Twelve months.
(B.2) For works other than Check Dams, Canals, Drainage and road structure estimated to cost more than Rs. 50,000 but up to Rs. 10.00 lacs the period shall be Six months.

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

(C.1) For works of Check Dams, Canals, Drainage and road structure estimated to cost more than Rs. 10.00 lacs the period shall be Three years.
(C.2) For works other than Check Dams, Canals, Drainage and road structure estimated to cost more than up Rs. 10.00 lacs but upto Rs. Once crore tha period shall be Twelve months.
(D) All works estimated to cost more thsn Rs. One crore the period shall be Three years.
B. For Buiding Works : (i) For Building estimated to cost upto Rs. 50,000 the period shall be three months (ii) For Buildings works other than original building estimated to cost upto Rs. 50,000 but upto Rs. One crore the period shall be Twelve Months (iii) For original Buidling works the period shall be One years or elapse of one monsoon period which ever is later. In above works the period shall be counted from the certified date of completion 30th September shall be treated as last date of monsoon (N.WR. WS. & Kalpsar Department Order No. મતસ/૧૦૨૦૧૩૦/૨/એમ/એમ.આઈ.સેલ/કે. ૧ તા.૧૩-૧૨-૨૦૧૩)

CLAUSE 17B Free maintenance guarantee period of three years for works of constructing B.T. surfaces.

(1) Contractor shall have to give three years free maintenance guarantee for period from the certified date of taking over. During this period contractor shall have to repair the damaged portion or the any portion of road and B.T. surface of road including pot holes, depressions, cuts or worn out portion at his risk and cost as per directions of Engineers. Five percent of valve of B.T. items in each running bill shall be with held and released after this period is over. Provided for this amount the contractor shall be allowed to convert it in to F.D.R. or Bank Guarantee obtained in the name of Executive Engineer.
(2) Not Specified.
(3) Two percent of the amount eligible for payment bituminous items shall be withheld till the miscellaneous items like earthwork in embankment / cutting for side shoulders, side gutters, kilometre/indicator/guard stones, sign boards etc. are completed in all respect by the contractor. After completion of the miscellaneous items, the above said 2% withheld amount shall be released (R&B Circluar No. TNC-10-2013-3 (Part-III)-C, Dated 13-12-2013)

CLAUSE 18 (1) For each work costing above Rs. One crore, the contractor shall have to engage minimum one graduate Engineer. He will be given Identity Card by the contractor. The copy of Identity Card shall be furnished for the Office of Deputy Executive Engineer, Executive Engineer and Superintending Engineer. The identified Engineer should remain present on the site of the work. The Contractor will have to produce the notarized Certificate periodically (At least in the beginning and in the month of completion of the work to the effect that the said designated graduate Engineer has not been appointed on any other work. If not found on site, the Engineer-in-charge will give notice of this default to the contractor. If in spite of this notice, default continues, the action to hold the registration of defaulter contractor in abeyance for three years will be initiated. (R. & B.D. Circular No. SSR-10-2008-18-C dated 13-10-08 and No. પરચ-૧૦૨૦૧૫-૫૫૬૩ dated 4-11-2015)

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

CLAUSE 18A Employment of a qualified site Engineer by the Contractor : For works estimated to cost above Rs. 100 lacs. Within 15 days of issue of work-order the Contractor will have to furnish to the Deputy Executive Engineer-in-charge of the work the Name, Qualifications, Copy of marksheet, Colour Photograph and the appointment ordert issued to such Engineers engaged for this contract work. If 15 days after issue of work order such designated site Engineers do not resume or do not remain present on site of work, the recovery at the rate of Rs. 15,000-00 per month per Engineer will be made from the bills / deposit / dues of the contractor. Such recovery shall be non refundable.
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 seperate Engineer will not be necessary provided that the Engineer partner himself attends the execution of the work on the site. (G.R.B. & CD No. RGN-602006-(35)-C, dated 31-5-07)

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.

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 occured/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 sufficent 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 Usruped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

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

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

CLAUSE 21) Contractor to supply plant, ladders, scaffolding etc. and is liable for damage arising from non-provision of lights, fencing etc. : The contractor shall supply at his own cost all materials (except such special materials if any, as may, in accordance with the contract to be supplied from the Public Works Department Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of the work whether in the original, altered or substituted form and whether included in the specifications, or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter or to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of settings out works and counting, weighing and assisting in the measurement or examination at any time and from time to time, of the work or the materials, failing this, the same may be provided by the Engineer-in-charge at the 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 defence of every suit, action or other legal proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may, with the consent of the Contractor, be paid in compromising any claim by any such person.

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 કંટ્રાકટરે યોગ્ય પાલખો અને કાચા માંચડા, જવા - આવવા માટેનાં પાટિયા 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 સલામતિપૂર્વક ન કરી શકાય તેવા બધાં 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 અને જવાબદાર વ્યક્તિની દેખરેખ હેઠળ તે સિવાય,

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

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

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

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

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

(૨) તેના પરના આવનારા વજન અને ઘસારાને ખમી શકે તેટલી મજબૂત હોવી જોઈએ, અને

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

Signature of the contractor :
કંટ્રાકટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

(d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
(ધ) પાલખો એવી બાંધવાની રહેશે કે સામાન્ય વપરાશથી તેનો કોઇ પણ ભાગ છૂટો પડી ન જાય.
(e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
(ચ) પાલખો પર વધારે પડતું વજન મૂકવું નહિ અને શક્ય હોય ત્યાં સુધી તે વજન સમગ્ર પાલખ પર એકસરખું વહેંચી નાંખવું.
(f) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.
(છ) પાલખો પર માલ ઉચકવા માટેના ગિયર ગોઠવતાં પહેલા પાલખોની મજબૂતાઇ 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 દેતાં પહેલાં કંટ્રાક્ટરે તેવી પાલખો અહીં જણાવેલ વિનિયમો અનુસાર બરાબર હોવા બાબતની ખાતરી કરવાની રહેશે.
(i) Working platforms, gangways shall-
(i) be so constructed that no part thereof can dag unduly or unequally,.
(ટ) કાચા માંચડાં જવા - આવવા માટેના પાટિયા અને સીડીઓ બાં તી વખતે નીચેની બાબતો ખ્યાલમાં રાખવાની રહેશે.
(૧) તેનો કોઇ પણ ભાગ વધુ પડતો કે અસમાન રીતે ઝૂકી ન જવો જોઇએ.
(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 -
(૨) માણસો ગબડી કે લપસી પડે તેવું જોખમ બને તેટલું ઓછું રાખવા માટે પ્રવર્તતા સંજોગો અનુસાર તે બાંધવા અને જાળવવા, અને
(iii) be kept free from any unnecessary obstruction.
(૩) કોઇ પણ જાતના બિનજરૂરી અવરોધથી મુક્ત રાખવા.
(j) In the case of working platforms, gangways working places and stairways at a height exceeding 2.00 metre (to be specified) (જણાવવી)
(ઠ) ૨.૦૦ મીટરથી વધુ ઉંચાઇવાળા કાચા માંચડા, જવા - આવવા માટે પાંટિયા કામની જગ્યા અને સીડીઓની નીચે મુજબની જોગવાઇ રહેશે.
(i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
(૧) સલામતીના બીજા પૂરતાં પગલાં ન લેવાયાં હોય તો દરેક કાચો માંચડો અને જવા આવવા માટેનું દરેક પાટિયું લગોલગ જડેલું હોવું જોઇએ.
(ii) every working platform and every gangway shall have adequate width, and
(૨) દરેક કાચા માંચડા અને જવા - આવવા માટેના પાટિયાં, પૂરતી પહોળાઇવાળા હોવા જોઇશે, અને
(iii) every working platform, gangway, working place and stairway shall be suitably fenced
(૩) દરેક કાચા માંચડા અને જવા - આવવા માટેના પાટિયાં કામની જગ્યા અને સીડીઓને યોગ્ય કઠેરા હોવા જોઇએ.
(k) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the access of person or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or material.
(ડ) માણસો આવી જઇ શકે અથવા માલસામાનની હેરફેર થઇ શકે કે એક સ્થળેથી બીજે સ્થળે લઇ જઇ શકાય તેટલા વખત અને તેટલા પૂરતી મકાનની ફરસ કે કાચા માંચડા પરની પ્રત્યેક ખુલ્લી જગ્યા પર એવા યોગ્ય સાધનો મૂકી રાખવા કે જેથી કોઇ 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 ઉંચાઇના છાપરાં પર માણસોને કામે રાખવામાં આવ્યા હોય ત્યાંથી માણસો કે માલસામાન પડી ન જાય તે માટે સાવચેતીના યોગ્ય પગલાં લેવાનાં રહેશે.
(m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.
(ત) પાલખો કે કામકાજની બીજી જગ્યાઓ પરથી પડે તેવી ચીજવસ્તુઓથી માણસને ઇજા ન થાય તે માટે સાવચેતીનાં યોગ્ય પગલાં લેવા.
(n) Safe means of access shall be provided to all working platforms and other working places.
(થ) બધા કાચા માંચડા અને કામની બીજી જગ્યાઓએ સહેલાઇથી જવા માટે સલામત માર્ગોની જોગવાઇ કરવાની રહેશે.

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

ખંડ-૨૧-ખ કંટ્રાક્ટર વજન ઉચકવાના સાધનો વાપરે તે સંબંધ માં તેણે નીચેના વિનિમયોનું પાલન કરવાનું રહેશે.

(a) Hoisting machines and tackle including their attachments, anchorages and supports shall -
(ક) વજન ઉચકવાનાં યંત્રો અને ગરગડીવાળા યંત્ર, તેમની સાથેના જોડાણો, લંગર માટેના સામાન અને ટેકા નીચે મુજબના હોવા જોઇશે :-

Signature of the contractor :
કંટ્રાકટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઇજનેરની સહી :

(i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and
(૧) સારી યાંત્રિક રચનાવાળાં, મજબૂત વસ્તુના તેમજ પૂરતી તાકાતવાળા અને દેખીતી કોઈ ખામી વિનાના ; અને
(ii) be kept in good repair and in working order. (૨) સારી દુરસ્ત હાલતમાં અને ચાલુ સ્થિતિમાં રાખવા જોઈશે.
(b) every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
(ખ) માલસામાનને ઉંચે ચડાવવા કે નીચે ઉતારવા અથવા લટકતો રાખવાના સાધન તરીકે વપરાતું દોરડું યોગ્ય જાતનું અને પૂરતી મજબૂતાઈવાળું તેમજ દેખીતી ખામી વિનાનું હોવું જોઈએ.
(c) Hoisting machines and tackles shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by Engineer-in-charge.
(ગ) વજન ઉચકવાનાં યંત્રો અને ગરગડીવાળાં યંત્રને કામના સ્થળે ગોઠવ્યા બાદ અને ઉપયોગમાં લીધા પહેલાં તપાસી જોઈને પૂરતા પ્રમાણમાં ચકાસી લેવાના રહેશે, તેમજ હવાલાના ઈજનેર નિયત કરે તેવાં સમયાંતરે, ગોઠવેલી સ્થિતિમાં તેની ફેર તપાસ કરવાની રહેશે.
(d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
(ઘ) માલસામાન ઉંચે ચડાવવાના કે નીચે ઉતારવા કે લટકતો રાખવાના સાધન તરીકે વપરાતા પ્રત્યેક સાંકળ, રીંગ, આંકડો કડી, નકુચા અને પુલીબ્લોક વખતોવખત તપાસવા.
(e) Every crane driver or hoisting - appliance operator shall be properly qualified.
(ચ) પ્રત્યેક ક્રેઇન- ડ્રાઈવર કે વજન ઉચકવાના યંત્રના ચાલક યોગ્ય લાયકાતવાળા હોવા જોઈએ.
(f) No person who is below age of 15 years shall be in control of any hoisting machine, including any scaffolds, nor shall give signals to the operator.
(છ) ૧૫ વર્ષથી નીચેની કોઈ પણ વ્યક્તિને કોઈ પાલખ સહિત વજન ઉચકવા કોઈ યંત્રના નિયંત્રક તરીકે અથવા ઓપરેટરને નિશાનીથી સૂચના આપવા, કામે રાખી શકાશે નહી.
(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 ચડાવવાના કે નીચે ઉતારવાના કે લટકાવી રાખવાના સાધન તરીકે વપરાતી પ્રત્યેક સાંકળ, રીંગ, કડી, નકુચા અને પુલી - બ્લોકની સલામત રીતે વજન ઉઠાવવાની શક્તિ કેટલી છે તે યોગ્ય સાધનો વડે નક્કી કરવાનું રહેશે.
(h) Every hoisting machine and all gears referred to in preceding regulation shall be plainly marked with the safe working load.
(ઝ) આગળના વિનિયમમાં જણાવેલ વજન ઉચકવાના પ્રત્યેક યંત્ર અને બધા જ ગિયર પર તે સલામત રીતે કેટલું વજન ઉઠાવી શકે તેમ છે. તે ચોખ્ખું લખેલું હોવું જોઈએ.
(i) In the case of hosting machine having a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated.
(ટ) જુદાં જુદાં વજન સલામત રીતે ઉંચકી 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.
(ઠ) ઉપરના વિનિયમ જેમાં જણાવેલ વજન ઉચકવાના કોઈ પણ યંત્ર કે ગિયરના કોઈ પણ ભાગ પર ચકાસણી માટે જરૂરી હોય તે સિવાય, સલામત વજન કરતાં વધુ વજન લાદવું નહિ.
(k) Motors, gears, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with sufficient safeguards.
(ડ) વજન ઉચકવાના સાધનની મોટરો, ગિયર, વિદ્યુતવાહક સાધનો, વીજળીના તાર અને જોખમી ભાગો માટે પૂરી સલામતીની જોગવાઈ કરવાની રહેશે.
(l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
(ઢ) કોઈ વજન અકસ્માત નીચે સરકી પડે તેવું જોખમ ઓછામાં ઓછું રહે તે પ્રકારની કોઈક સગવડ વજન ઉચકવાના સાધનમાં કરવાની રહેશે.
(m) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.
(ત) લટકતા રાખેલા વજનમાંથી કોઈપણ ભાગ અકસ્માત છૂટો પડી જવાનું જોખમ ઓછામાં ઓછું 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 :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની 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 assessed compensation on demand, failing which the same will be recovered from the Contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

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

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

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

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

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

૨૪.૨ આવા કામોમાં દરેક સ્તરનું કોમ્પેકશન ધારાધોરણ મુજબ થયું છે, તેની દરેક લેયરે ફરજીયાતપણે ડેન્સીટો મીટરથી ગ્રીડ પ્રમાણે થયાની ચકાસણી ઈજારદારે કરી તેનું રજીસ્ટર નિભાવવાનું રહેશે. આવી ચકાસણી સંબંધિત નાયબ કાર્યપાલક ઈજનેરશ્રી, અને મદદનીશ /અધિક મદદનીશ ઈજનેરશ્રીએ પણ કરવાની રહેશે. ઈજારદારે કરેલ કામની ડેન્સીટી પુરેપુરી મળ્યા બાદ જ કલીયરન્સ અપાય અને ત્યારબાદ જ બીજા લેયરની કામગીરી હાથ ધરાય તે જોવાનું રહેશે. (મા.મ.વિ. પરિપત્ર નં. એસ.એસ.આર.-૧૦-૨૦૦૮-૧૮-સી, તા. ૧૩-૧૦-૨૦૦૮ , મા.મ.વિ. પરિપત્ર નં. એસ.એસ.આર.-૧૦-૨૦૧૭-૫૦-સી, તા. ૨૯-૮-૨૦૧૭ તથા તા. ૧૧-૯-૨૦૧૭)

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 compromisation with his creditiors, 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 therefor actually performed under the contract.

ખંડ-૨૬ બાંધકામ પેટા ભાંડે ન આપવા બાબત. મંજૂરી વિના પેટાભાડે આપવાથી અથવા સરકારી અધિકારીને લાંચ આપવા માટે અથવા કંટ્રાક્ટર નાદાર થયેથી કંટ્રાક્ટ રદ થાય અને જામીન અનામત જપ્ત થવા બાબત : હવાલાના ઈજનેરના લિખિત પરવાનગી સિવાય કંટ્રાક્ટ કોઈને એસાઈન કરી શકાશે કે પેટાભાડે આપી શકાશે નહિ, અને કંટ્રાક્ટર તેમનો કંટ્રાક્ટર એસાઈન કરશે અથવા પેટાભાડે આપશે કે તેમ કરવાનો પ્રયત્ન કરશે કે નાદાર બનશે કે પોતાને નાદાર કરાવવા માટેની કોઈ કાર્યવાહી કરશે કે પોતાના લેણદારો સાથે કોઈ પતાવટ કરશે કે તેમ કરવાનો પ્રયત્ન કરશે તો હવાલાના ઈજનેર લિખિત નોટીસ આપીને કંટ્રાક્ટ રદ કરી શકશે. વળી કંટ્રાક્ટર કે તેમના કોઈ નોકર કે એજન્ટ કોઈ સરકારી અધિકારીને અથવા સરકારી નોકરીમાં ના કોઈ પણ વ્યક્તિને તેના હોત્ત કે નોકરીની રૂએ કોઈપણ 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 થતાં કંટ્રાક્ટરની જામીન અનામત જપ્ત થયેલ ગણાશે, અને તે સંપૂર્ણપણે સરકાર હસ્તક રહેશે અને આ કરારના ખંડ-૩ હેઠળ જાણે કે કંટ્રાક્ટ રદ કરવામાં આવ્યો હોય તેવા જ તેના પરિણામો આવશે અને વધુમાં કંટ્રાક્ટ હેઠળ ખરેખર કરેલા કોઈ પણ કામ માટે કોઈ રકમ વસૂલ કરવાને કે ચૂકતે લેવાને કંટ્રાક્ટરને હક્ક રહેશે નહિ.

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની 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.

(ખંડ ૨૭) ખરેખર ગયેલ ખોટને લક્ષમાં લીધા સિવાય વળતરરૂપે ચૂકવવાની થતી રકમને વાજબી વળતર ગણવા બાબત : ખરેખર ખોટ કે નુકશાનને લક્ષમાં લીધા સિવાય અને કોઈ નુકશાન થયું હોય કે ન થયું હોય તો પણ આ શરતોમાંની કોઈપણ શરત હેઠળ કંટ્રાક્ટરે વળતરરૂપે ચૂકવવાની થતી તમામ રકમને વાજબી વળતર ગણવામાં આવશે અને તેને સરકાર માટે ઉપયોગમાં લેવાશે.

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

(ખંડ-૨૮) પેઢીના બંધારણમાં કોઇ ફેરફાર થયે તેની જાણ કરવા બાબત : ભાગીદારોએ ટેન્ડર ભર્યું હોય તે કેસમાં પેઢીના બંધારણમાં કોઈ ફેરફાર થતાં કંટ્રાક્ટરે હવાલાના ઈજનેરને તેમની જાણ અર્થે તેવા ફેરફાર અંગે તરત માહિતગાર કરવાના રહેશે.

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

(ખંડ-૨૯) અધિક્ષક ઇજનેરની સૂચના હેઠળ કામો કરવા બાબત : કંટ્રાક્ટ હેઠળ કરવાના બધા જ કામ સર્કલના જે તે વખતના અધિક્ષક ઈજનેરની સૂચના અને હેઠળ તમામ બાબતો માટે તેમની મંજૂરીને આધીન રહીને કરવાના રહેશે. આ કામ ક્યા સ્થળે કે સ્થળોએ અને કેવી રીતે શરૂ કરવા વખતોવખત કેવી રીતે આગળ ધપાવવા તે અંગે સૂચના 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 procurred 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.

(ii) 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 GPW dispute Arbi. Tribunal Act-92 & order issued by the Govt. in connection with this ct will now apply for Arbitration (As per Government 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 inconsistant with the provision of this act. cease of to apply any dispute arising from a works contract and all arbitration proceedings in relation to such dispute before an arbitrator, ourt 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 aims. The decision will have to be implemented by all the departments of the State Government and Public Sector nterprises of Gujarat. (Resolution F.D.No. PB/1088/735/KT/Sachivalaya/Gandhinagar 5th October 1988.)

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

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

gnature of the contractor :
ાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

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

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

(iii) Entitle the contractor to stop the progress of the work or the carrying out the additional or altered work in accordance with the provisions of clause 14 or as the case may be, 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 **અંદાજમાંની ઉચ્ચક રકમો :** જે અંદાજના આધારે ટેન્ડર તૈયાર કરવું હોય તેમાં જો કામના અમુક ભાગો અંગે ઉચ્ચક રકમનો સમાવેશ થતો હોય તો આવી બાબતો માટે આ કંટ્રાક્ટ હેઠળ ચૂકવવાપાત્ર હોય તે જ દરે, થયેલ કામની બાબતો માટે ઉક્ત કામના કોઈ ભાગ માટે ચૂકવણી મેળવવા કંટ્રાક્ટર હકદાર રહેશે, અથવા હવાલાના ઈજનેરના મતે ઉક્ત કામના તે ભાગનું માપ લઈ શકાય તેમ ન હોય, તો હવાલાના ઈજનેર પોતાના સ્વવિવેક અનુસાર અંદાજમાં નોંધેલી ઉચ્ચક રકમ ચૂકવી શકશે અને આ બંધનો તેના વતી કંટ્રાક્ટરને ચૂકવવાપાત્ર થતી રકમ કે રકમોને લગતું હવાલાના ઈજનેરનું લિખિત પ્રમાણપત્ર તેના માટે આખરી અને નિર્ણાયક લેખાશે.

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

ખંડ-૩૩ **કોઈ વિગતો ન આપી હોય ત્યારે લેવાનાં પગલાં :** કોઈ વિગતો ન હોય તેવા પ્રકારના કામની બાબતમાં તેવું કામ ડિવિઝનની વિગતો અનુસાર હાથ કરવાનું રહેશે અને ડિવિઝનની વિગતો ન હોય ત્યારે તેવું કામ તમામ રીતે હવાલાના ઈજનેરની સૂચનાઓ અને જરૂરિયાત અનુસાર હાથ કરવાનું 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 repugnent 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 શરતોમાં વપરાયેલ કામ અથવા શબ્દપ્રયોગ વિષયના સંદર્ભમાં કશું વિરૂદ્ધ ન હોય તો કામચલાઉ કે કાયમી અને મૂળ સુધારેલા, બદલવામાં આવેલા કે વધારાના કંટ્રાક્ટ હેઠળ કે કંટ્રાક્ટરની રૂએ કરવાના થતાં 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 (i) On receipt of the work order, the contractor will identify the sources of procurement of quarried construction materials like metal, kapchi, grit, sand etc. and seek the permission of the Engineer-in-Charge about the sources. The Engineer-in-Charge will issue orders approving the sources of procurement of quarried construction materials. The contractor will thereafter procure the materials from approved sources for use in the contract work. The Dy.Executive Engineer will verify this with refernce to the copies of gate passes before recording the measurements of such materials.

(ii) Non refund of quarry fees & Royalties : The contractor shall pay the royalty to the competent authority/ local body as per rules. The contractor shall furnish quarterly the statement showing quantity of quarried materials, from whom purchased (with full address of the seller) and copies of bills for purchase to the District Officer of the Mining and Geology Department or authority competent to levy royalty in the area of work. Contractor shall also furnish such additional information as 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 વિભાગના ઉપરોક્ત વિષય પરત્વેના તા. ૧-૧-૮૭ના ઠરાવ ક્રમાંક એમસીઆર - ૨૧૬૮ - ૬૬૮૫ છ માં જણાવ્યા પ્રમાણે કાર્યવાહી કરવાની સૂચના :-

(iii) કાર્યપાલક ઈજનેરશ્રી કામનો વર્ક ઓર્ડર આપે કે તુરત જ કામના શીડ્યુલ - બીની નકલ જે તે વિસ્તારના મદદનીશ નિયામક અથવા જીઓલોજીસ્ટ

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

અથવા આસીસ્ટન્ટ જીઓલોજીસ્ટ અથવા ભુસ્તર અને ખનીજ શાખાના જીલ્લા કચેરીના વડા જેનો કલેકટરશ્રીની કચેરીમાં બેસે છે તેમને આપવાની રહેશે. (૨) રૂ. ૨.૦૦ લાખ (બે લાખ)થી ઉપરના કામોના કોન્ટ્રાકટરોએ તેઓએ ખરીદેલ ખનીજનો જથ્થો અને તે કયાંથી ખરીદેલ છે તે વેચનારની વિગતો દર્શાવતાં બીલોની નકલો તથા પત્રકના રૂપમાં માહિતી દર ત્રણ માસે ઉપર (૧)માં દર્શાવેલ અધિકારીને પુરી પાડવાની રહેશે. આ બીલોમાં માલ વેચનારનું નામ, સ્થળ, તારીખ અને માલ લેનારનું નામ, માલ લેનારનું નામ અને જથ્થો, વગેરે દર્શાવેલા હોવા જોઈએ (૩) જરૂર પડયે જરૂરી કિસ્સામાં ઉપર (૧)માં દર્શાવેલ અધિકારીશ્રી તરફથી વધુ માહિતી-વિગત માલ કે બીલનાં સંબંધમાં માંગવામાં આવે તો તે જે તે કાર્યપાલક ઈજનેરશ્રી ખનીજ ખાતાના અધિકારીને તે વિગતો કોન્ટ્રાકટર પાસેથી મેળવવામાં મદદ કરશે. જો આવી માહિતી સમયસર આપવામાં ન આવે તે કોઈ કાર્યપાલક ઈજનેરશ્રી, તરફથી આ અંગે સહકાર ન મળે તો, ખનીજ વિભાગના અધિકારી તુર્ત જ આ બાબત નિયામકશ્રીના ધ્યાન ઉપર મુકશે. જેઓ આ અંગે ઉદ્યોગ, ખાણ અને ઉર્જા વિભાગ તથા જે તે સંબંધિત વિભાગના સચિવશ્રીના ધ્યાન ઉપર મુકશે અને આવો પત્ર મળ્યેથી સંબંધિત વિભાગના સચિવશ્રી, જે તે કાર્યપાલક ઈજનેરશ્રીને તાત્કાલિક માહિતી પુરી પાડવા સુચના આપશે. આ પ્રથા અમલી બનતા આ પરિપત્રની તારીખથી સીકયોરીટી ડીપોઝીટ પરત કરવા માટે રોયલ્ટી ભર્યા અંગેના પ્રમાણપત્રનો આગ્રહ રાખવાનો રહેશે નહીં.

રાજ્ય સરકારના બાંધકામ માટે વપરાતા ગૌણ ખનિજની રોયલ્ટી ભરવા બાબત....

(iv) આ કામમાં જ્યારે સાદી માટી (ઓર્ડીનરી કલે) અને (સોફટ) મુરમ વાપરવામાં આવે તેનાં ઉપર પણ રોયલ્ટી ચુકવવાપાત્ર છે. વિશેષમાં ગૌણ ખનીજ બાબતમાં ગુ.ગો.ખ.નિ. ૧૯૬૬ અને તેના અનુસંધાનમાં વખતોવખત બહાર પાડવામાં આવેલા ઠરાવો, લાગુ પડશે, અને સે મુજબ લીઝ કે પરમીટ લેવાનું અને રોયલ્ટી ભરવાની રહેશે. (ઉદ્યોગ, ખાણ અને ઉર્જા વિભાગ ઠરાવ ક્રમાંકઃ એમ.એમ.આર. /૧૧૨૦૦૦/૨૦૧૩/છ તા. ૧-૯-૦૪ "કામ પૂરૂં થયે ફાઈનલ બીલ બન્યે તેની નકલ જિલ્લા ભૂસ્તર શાસ્ત્રીને મોકલી રોયલ્ટી પેટે જો રકમ વસુલ કરવાની બાકી હોય તો કેટલી રકમ વસૂલ કરવાની છે તે જણાવવા પત્ર લખવો. આ પત્ર ભૂસ્તર શાસ્ત્રીને મળ્યા બાદ ૪૫ દિવસમાં કોઈ પ્રત્યુત્તર ન મળે તો રોયલ્ટી પેટે કોઈ રકમ વસૂલ કરવાની નથી તેમ માની ફાઈનલ બીલ ચુકવી દેવાનું રહે છે." વિશેષમાં ઈજારદારશ્રી દ્વારા રોયલ્ટી ભર્યા અંગેના રજુ કરેલ દસ્તાવેજો અપૂરતા લાગે તો કામમાં વપરાયેલ ગૌણ ખનિજોની રોયલ્ટી ભરવાની બાકી હશે તો તે ભરપાઈ કરવા ઈજારદારશ્રી બંધાય છે તેવી બાંહેધરી ઈજારદાર પાસેથી મેળવી સીક્યોરીટી ડીપોઝીટ પરત કરવાની કાર્યવાહી કરવાની રહેશે. (મા.મ. વિ.ના પરિપત્ર ક્રમાંક ટીએનસી/૧૦-૨૦૦૨/(૧૪) સ તારીખ ૨૮-૪-૨૦૦૩ તથા ૨૭-૪-૨૦૦૫. અને મા.મ.વિ. પરિપત્ર ક્રમાંકઃ ટીએનસી-૧૦-૨૦૧૩-(૪)-સી તા. ૮-૮-૨૦૧૪, તા. ૨૦-૭-૨૦૧૬ તથા ૨૪-૧૦-૧૭ અને તા.૪-૧૧-૨૦૧૫નો મા.મ.વિ.પરિપત્ર ક્રમાંકઃ પરચ-૧૦-૨૦૧૫-૫૫-સી)

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 sub-section 12(1) of the said Act on behalf of the Contractor it shall be recoverable by Government from the contractor under sub-section 12 (2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.

ખંડ ૩૭ કામદાર વળતર અધિનિયમ હેઠળ વળતર : કામદારોને થયેલ ઈજાઓ માટે ૧૯૨૩ના કામદાર વળતર અધિનિયમ (૧૯૨૩ના આઠમા) (હવે પછી જેને ઉકત અધિનિયમ કહ્યો છે તે) હેઠળ ચૂકવવાપાત્ર કોઈ પણ વળતર ચૂકવવા કંટ્રાકટર જવાબદાર રહેશે. ઉકત અધિનિયમની કલમ ૧૨ની પેટા કલમ (૧) હેઠળ, કંટ્રાકટર વતી સરકારે મુખ્ય પક્ષકાર તરીકે આવું વળતર ચૂકવ્યું હોય તો સરકાર તે રકમ ઉકત કલમની પેટા કલમ (૨) અન્વયે કંટ્રાકટર પાસેથી વસૂલ કરી શકશે. આવું વળતર ઉપરના ખંડ ૧ માં જણાવેલી રીતે વસૂલ 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 forwith and be deducted, without prejudice to any other remedy of Government from amount due or that may become due to the Contractor.

ખંડ-૩૭-ક અકસ્માતને પરિણામે કોઈ કામદારને શારીરિક ઈજા થાય તો તેને તબીબી સહાય પૂરી પાડવા માટે કંટ્રાકટર જવાબદાર રહેશે અને તે અંગેનું ખર્ચ તેમણે ચૂકવવાનું રહેશે. આવું ખર્ચ સરકારે કર્યું હોય તો કંટ્રાકટર પાસેથી તે તરત જ વસુલ કરવા પાત્ર રહેશે અને સરકારના બીજા કોઈ પગલાને બાધ ન આવે એ રીતે કંટ્રાકટરની લેણી અથવા હવે પછી લેણી થનાર રકમમાંથી 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.

(b) When work is carried on in approximity 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 10% the new rate will be paid to the contractor for the quantities in excess of 10%. The rates for the increased quantities as aforesaid will

be fixed in the manner specified in clause - 14.
(Corrected as per R & B G.R. No. TNC-10-2017-01-C, Dated 11-7-2017)

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 પામેલા અથવા અમુક ચોક્કસ પ્રકારના કે વર્ગના બીજા મજૂરોને કૉન્ટ્રાક્ટરે 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 વિલંબ માટે વળતર અંગેનો હક્ક દાવો : ચોકડીમાં અથવા કોઈ ભાગમાં પાણી જવાને કારણે કામ કરવામાં વિલંબ અંગે કશું વળતર અપાશે નહિ. આ દરમાં સખત અથવા તિરાડવાળી જમીન માટેનાં કાદવ અને ભૂગર્ભ જળવાળા ભાગમાં પાણી ભરાઈ રહેતું હોય તેવી ચોકડીની જગ્યામાં ખોદકામ માટેના દરનો સમાવેશ થાય છે અને તેથી અન્યથા સ્પષ્ટ જણાવ્યું હોય તે સિવાય, વધારાના દર માટે કોઈ હક દાવો ધ્યાનમાં લેવાશે નહિ.

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 ક્રવા કે શરૂ કરવા બાબત : હવાલાના ઈજનેરને અથવા તાબાના કામના હવાલાના અધિકારીનો લિખિત હુકમ અને સૂચના સિવાય કંટ્રાક્ટ કામનો ભાગ નવેસરથી હાથ ધરી કે શરૂ કરી શકશે નહિ. આવો હુકમ ન મળ્યો હોય તો કામના કોઈ માપ લેવા અંગે કે ચુકવણી માટે કંટ્રાક્ટર કશો હક્કદાવો કરી શકશે નહિ.

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 વ્યક્તિઓની ઓછામાં ઓછી વય : કંટ્રાક્ટર ૧૫ વર્ષની નીચેની ઉમરની કોઈ પણ વ્યક્તિ કામે રાખી શકાશે નહિ.

CLAUSE 43 (I) (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) કંટ્રાક્ટર ગધડા અથવા બીજા પ્રાણીઓના પીઠના ભાગ પર ઝીણી દોરી અથવા પાતળું દોરડું બાંધીને તેમને કામે લઈ શકશે નહિ. 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) ધારાવાળાં, ખોડંગાતા અથવા કૃશ કે નાના પ્રાણીને કામે રાખી શકાશે નહિ.

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

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

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

(૫) પોતે હાથ ધરેલા કંટ્રાક્ટ માટે કામે રાખેલ કામદારોને કંટ્રાક્ટરે વાજબી વેતન ચૂકવવાનું રહેશે. ચૂકવેલ વાજબી ન હોવાના મુદ્દા પર કંટ્રાક્ટર 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 કંટ્રાક્ટર માટે નિર્ણાયક અને બંધનકર્તા રહેશે. પરંતુ આ નિર્ણયથી મંજૂર કરેલા ટેન્ડરના દરે સરકારે કરવાની થતી ચૂકવણીને લગતી કંટ્રાક્ટમાંની શરતોને કશી અસર થશે નહિ.

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની 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 રાખેલા કામદારો - મજૂરોને પીવાના પાણીની સગવડ કંટ્રાક્ટરે પૂરી પાડવાની રહેશે. (શહેરી વિસ્તારોમાં) કામે રાખેલા કામદારોને સ્વચ્છતા વિષયક સગવડો પણ પુરી પાડવાની રહેશે. કંટ્રાક્ટર આ જોગવાઈનું પાલન કરવામાં નિષ્ફળ જશે તો હવાલાના ઈજનેર તેને લેખિત નોટિસ આપશે અને કંટ્રાક્ટર આવી લેખિત નોટીસની તારીખથી દિન દસની મુદતમાં કામદારો - મજૂરોને આ સગવડ નહિ આપે તો હવાલાના ઈજનેર કંટ્રાક્ટરના 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 - મજૂરો અને તેમના બાળકોને યોગ્ય શેડ અને આશ્રય આપવાની સગવડ પૂરી પાડવાની રહેશે. શેડ અને આશ્રયસ્થાન પૂરા પાડવામાં કંટ્રાક્ટર નિષ્ફળ જશે તો કંટ્રાક્ટરના ખર્ચે હવાલાના ઈજનેર પૂરા 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 : ચૂકવણીની રકમ રૂા. ૧૦ કરતાં વધુ હોય તો, કંટ્રાક્ટરને અનુકૂળ હોય તેવી ડિવિઝનના વિસ્તારની કોઈપણ તિજોરી પરના ચેક દ્વારા તેમને ચુકવણી કરાશે. રૂા. ૧૦ થી વધુ ન હોય તેવી રકમ રોકડેથી ચૂકવવામાં 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 for unskilled labour, any person certified to him by the Engineer-in-charge or by any persons to whom, the Engineer-in-charge may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons, wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Engineer-in-charge whose decision shall be final and binding on the contractor.

ખંડ-૪૬ અછતગ્રસ્ત વિસ્તારના મજૂરો કામે રાખવા બાબત : કામના સ્થળેથી ૧૬ કિલોમીટરની અંદર આવેલા કોઈ પણ ગામમાં અછતની અથવા દુષ્કાળની સ્થિતિ પ્રવર્તતી હોવાનું સરકાર જાહેર કરે, તો જેમાં કુશળ કારીગરોની જરૂર ન હોય તેવા કામના કોઈ પણ ભાગ ઉપર કંટ્રાક્ટરે, હવાલાના ઈજનેર અથવા તેમણે તે અંગેની ફરજ જેને લેખિત રીતે સોંપી હોય તેવી વ્યક્તિએ જે વ્યક્તિએ જે વ્યક્તિઓને રાહતની આવશ્યકતા હોવાનું પ્રમાણપત્ર આપ્યું હોય તેમને કામે રોકવાના રહેશે અને આ અંગે સરકારે જે દર નક્કી કર્યો હોય તેથી ઓછા ન હોય એવા દરે આવી વ્યક્તિઓને વેતન ચૂકવવા 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 all taxes prevailing on due date of bid submission. However any subsequent changes in the tax structure by Governement after due date of bid submission will be compensated (±) on availability or submission of actual documentation. Contractor has to intimate Engineer in charge regarding changes occurred in the tax structure after bid submission. If contractor fails to provide such information and if any financial obligation may arise due to change in tax structure, same will be recovered from the contractor.

The contractor shall apply fair means of stock maintenance and shall adopt accounting standards as may be prescribed under GST. For arriving at the difference in procurement prices due to introduction of GST, it will be open for the Government to ask for original invoices, LR, weigh bridge slips, payment details and such other documents as may be required for the purpose. If there is reduction in overall tax burden then proportional benefit of that shall be passed on to the Government. (TNC-10-2017-01-C- Dt. 29-8-2017)

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 મજૂરો શકય હોય ત્યાં સૂધી નજીકમાં નજીકની રોજગાર કચેરીએથી મેળવવા, જેથી સ્થાનિક રોજગાર શક્તિનો ઉપયોગ થઈ શકશે. સ્થાનિક રોજગાર કચેરીઓ ન હોય અથવા આવી કચેરીઓ જરૂરી મજૂરો સ્થાનિક રીતે પૂરા પાડી શકે તેમ ન હોય તો યોગ્ય મજૂરોનો બને તેટલા વધુ પ્રમાણમાં ઉપયોગ કરવો.

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની 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 relevent 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 વાજબી વેતન : વખતોવખત અમલમાં હોય તે મુજબ ૧૯૪૮ના લઘુતમ વેતન અધિનિયમ હેઠળ સરકારે નિયત કરેલા લઘુતમ વેતન મજૂર (મજૂરો)ને કામદાર (કામદારો)ને સાત દિવસમાં કંટ્રાક્ટ ન ચૂકવે તો હવાલાના ઈજનેરને યોગ્ય તપાસ કરી તેમજ (મજૂર) મજૂરોનો કામદાર (કામદારો)નો હકદાવો સ્થાપિત કરીને મજૂર (મજૂરો)ને કામદાર (કામદારોને) ચૂકવવાપાત્ર રકમ કંટ્રાક્ટરના બિલો અથવા કંટ્રાક્ટરે ચૂકવવાપાત્ર અનામત - અનામતોની રકમમાંથી કાપી લેવાની છૂટ રહેશે.

ઉપર જણાવ્યા મુજબ લેવામાં આવેલા પગલાને કારણે કંટ્રાક્ટરને કોઈ પણ નુકસાન જાય તો તે માટે તેને કોઈપણ ચૂકવણી અથવા વળતર મળવાપાત્ર રહેશે નહિ. ઉપર જણાવ્યા મુજબનું પગલું અમલમાં મૂકવામાં આવે તે પહેલાં હવાલાના ઈજનેર તે સમયે અમલમાં હોય તે લઘુતમ વેતન અધિનિયમ અનુસાર વેતન ચૂકવવામાં કંટ્રાક્ટરને લિખિત નોટીસ આપશે, કંટ્રાક્ટર ઉપર જણાવ્યા મુજબ સાત દિવસમાં વર્તશે નહિ તો તેની સામે ઉપર વિચાર્યા મુજબનાં પગલાં 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 યંત્રસામગ્રીની યાદી : કંન્ટ્રાકટરે પોતાના કબજામાંની અને કામ માટે ઉપયોગમાં લેવા વિચારેલ યંત્રસામગ્રીની 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 ત્યાં રોજગાર વાંછુ સ્થાનિક મજૂરો અને સ્થાનિક વ્યક્તિઓને કંટ્રાક્ટરે 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 કંટ્રાક્ટર છેલ્લા ૩ વર્ષની મુદત દરમિયાન શીતળાની રસી અપાઈ હોવા બાબતનું સ્વીકાર્ય પ્રમાણપત્ર રજૂ 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 10 m. between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.

(4) There should be no over-crowding. Floor spaces at the rate of 2.8 Sq.m. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.

(5) The contractor must find out his own land. if he wants Government land, he should apply for it and pay assessment for it.

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

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 100, it shall be sufficent if there is one latrine for every 25 males or females, as the case may be upto the first 100 and one for every 50 thereafter.

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

5. Notice to be displayed outside latrines and urinals : (1) Where workers of both sexes are employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority 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 upto 50 employed at a time. Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 males or females or part thereof.

7. Latrines and Urinals to be accessible : (1) The latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment. (2) (i) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times (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 rwise, 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-in-charge. Atleast one sweeper per 200 persons should be engaged. Conservancy staff should dump refuge in compost pit, away from the labour camp.

13. Health Provisions : The District Health Officer of the District or the Deputy Director of Health 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 smallpox at the time or recruitment, If they are not inoculated or vaccinated within 6 months or 3 years respectively prior to the date of recruitment.

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

(c) The authorities in charge of the labour colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day of the outbreak, 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 immate 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 authcrities 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 Healthy (Malaria) and the Director of Public Health and also arrange to institute all necessary antimalarial measures as may be advised by the officials of the Public Health Department.

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઇજનેરની સહી :

(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 or 1. sq. mt. for each person making use of rest rooms.

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

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

16. Canteen Facilities : (1) In every establishment of contract work and wherein work regarding the employment of contract labour is likely to continue for six months and wherein contact 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, atleast 30% of the contract labour working at a time.

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

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

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

19. Equipment in canteen : (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 maintence 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.

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

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) P.O.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.

$$\mathbf{Vl = 0.75 \times \left\{ \frac{pl}{100} \times R \times \frac{i\text{-}io}{io} \right\}}$$

Vl = 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 60/A below :-

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

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

pl = Percentage of labour components (specified in Schedule .....%). 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 :

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

Vm = Increase or decrease in the cost or 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 60/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.

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

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

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

GBS

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 60/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 (5 / 6 / 7)* % 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) is not deleted.

	QUANTITY		Input rate per ton	
Cement :	_____	M.T. Rs.	_____	per M.T.
Mild Steel :	_____	M.T. Rs.	_____	per M.T.
TMT/HYSD Bars :	_____	M.T. Rs.	_____	per M.T.
Asphalt 60/70 :	_____	M.T. Rs.	_____	per M.T.
Asphalt 80/100 :	_____	M.T. Rs.	_____	per M.T.

(3) The quarter referred to in the above formula shall mean the quarter of the calender 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 calender quarter will be considered. The same principle would apply for identifying the quarter when the work is completed in the middle of calender 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.

* Guideline for Ceiling : 5% in case where time limit of contract is 3 years, 6% in case where time limit of contract exceeds 3 years but is upto 4 years & 7% where time limit is more than 4 years.

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 RATES		
Cement :	_____	M.T. Rs.	_____	per M.T.	Month in which DTP is approved
Mild Steel :	_____	M.T. Rs.	_____	per M.T.	
TMT/HYSD Bars :	_____	M.T. Rs.	_____	per M.T.	
Asphalt 60/70 :	_____	M.T. Rs.	_____	per M.T.	_____
Asphalt 80/100 :	_____	M.T. Rs.	_____	per M.T.	

[The above star rates are linked with Reserve Bank of India price index for steel and cement & asphalt for the month in which the DTPs are approved.

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.

I(a). 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.

II(b). For asphalt the Star Rate is based on the Koyali Refinary prevailing in the month in which D.T.P. is approved and should be mentioned 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 :

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

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

A = Difference of Amount payable or recoverable **B** = Star rate of steel / cement / asphalt.

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

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

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

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

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, if the delay for the reasons attributable to the contractor, Star rate is not Payable, however recovery will be effected.
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 irrespective of the cost of the work.

Conditions for variation in rates of asphalt only :-

1. The Contractor shall procure asphalt directly from refinary 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 refinary and also the bill in original to the Engineer-in-charge.
4. The number of trasport tanker carrying the asphalt shall be furnished by the contractor.
5. The test certificate regarding the grade of asphalt as well as test result of asphalt from GERI Laboratory or other Laboratory approved by R & B Department shall have to be produced.
6. The difference between the actual rate of purchase as per original bill of the refinary produced and the star rate shown above in this clause shall be payable / recoverable for the quantity of asphat actually used in this work. This difference shall be payable / recoverable for the asphalt consumed in the work executed during original & extended time limit, if time limit is extended for reasons of delay attributable to the department. This difference shall not be payable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor, however in case if price of asphalt is decreased during the extended time limtit than difference between the actual rate of purchase and the quoted star rate shall be recovered from the contractor.

7(A) The difference will be payable/recoverable for the asphalt procured on and after the date of issue of work order and this price variation will not be subject to any ceiling. In case the contractor has procured the asphalt, before issue of work order either of original purchase rate or the prevailing rate of asphalt at the time of actual consumption in the work, whichvever is less, will be considered for calculating the difference payable / recoverable.

7(B) Variation in rates of asphalt shall be payable only after cross verification of refinary gate passes of asphalt with the issuing refinary or in case of imported asphalt invoices hall be cross verified with the statutary documents of the authorised dealer and authorised importer.

8. No advance payment or secured Advance will be payable against asphalt.
9. This part of clause for price variation of asphalt will be applicable for works estimated to cost above Rs. 5 Lacs and involving use of asphalt.
10. It is permissible to use asphalt produced by Private Companies like ESSAR etc. and imported asphalt also. If the Contractor opt to use asphalt produced by Private Companies or imported asphalt.
    a. The contractor can procure asphalt produced by Private company of India or imported asphalt and use in the work.
    b. The contractor will have to produce in original, the purchase invoice of asphalt.
    c. All the conditions for variation in rates of asphalt shall be applicable for the imported asphalt (GR. No. STR/102006/1577/8/H dated 8-12-2008)
    d. For calculation of variation in the rate of asphalt, the rate prevalent at Indian port at the time of purchase in case of imported asphalt or the rate as per purchase invoice in case of asphalt purchased from Private Indian Company or Ex. refinary Rate of Indian Public Sector undertaking refinery (IOC, HPCL, BPCL) on the date of purchase, whichever is less, shall be considered for working out the difference and for comparision of the Star rate shown above in this Clause. This difference shall be payable / recoverable for the asphalt consumed in the work executed during original & extended time limit if time limit is extended for reasons of delay attributable to the department. This difference shall not be payable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor, however in case if price of asphalt is decreased than difference between the actual rate of purchase and the quoted star rate shall be recovered from the contractor
11. If the contractor use imported Asphalt, it will be verified that the imported Asphalt to be used is of specified viscocity Grade before permitting to use imported Asphalt. Grade Certificate of Refinery from which Asphalt is imported only must be obtained. Grade Certificate of any other Laboratory / Institution should not be accepted. For testing of imported asphalt, six conditions stipulated in R & B circular No. STR/102006/1577/8/H Dated 22-11-2017 should also be compiled with.
    (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, 21-10-2005 and G.C. No STR-1097-182/H dated 27-11-97, 21-11-98 Misc-1093-UO-53-40-C dated 16-6-2001 & 26-7-2012 S.T.R.-10-2001-M-34/29/H dated 4-10-05 & 2-2-07 and STR/102006-1577-8-H dated 2-9-08 and dated 8-12-08 of R & B D No. 5ZRv|_Z_|5v55 v,L TFP$q!!qZ_!5, STR/10-2016/1/H/ dtd 3-10-16 and R & B circular No. PRC-10-2015-55 (PT-1) C Dated 8-2-2016. R & B circular No. STR/102006/1577/8/H dated 22-11-2017)

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

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઇજનેરની સહી :

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 occurence of an accident, which result in death of workmen employed by the contractor or which is so serious as is likely to result in death of any such workmen, the contractor, shall within 24 hours of happening of such accident(s) intimate, in writing to the Engineer-in-charge the fact of such accident(s). The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Government as a consequence of Government's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said act in regard to such accident(s).

(b) In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act, whether by the contractor or by the Government as principal Employer, it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the Contractor, such sum or sum of money as may, in the opinion of the Engineer-in-charge, be sufficient to meet such a liability. The opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.

CLAUSE-63 **ACCESS TO SITE AND WORK ON SITE :** The Engineer may, if he considers fit from 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 anciliary 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 judgement 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 empolyed on the works during the preceeding week.

(iii) A weekly medical report in the suitable form showing the health of the contractor's camp, the number of persons ill or incapacited and the nature of their illness.

(iv) A report of any accident, which may have occured, 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 dicovery by the contractor or his employees, during the progress of work of any gold, silver, oil or other minerals of any description and precious stones, treasures, coils, antiquites, relic, fossils or other articles or value of interest whether geological, archaeological or any other such treasure & other things shall be deemed to be the absolute property of the Government and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-charge, from time to time, and relieve the same to such persons as the Enginee-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 reponsible 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 or the Engineer-in-charge. If however, such error is based on incorrect data supplied in writing by the Engineer-in-charge, the expences of rectifiying 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, relive 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 from 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-60-2006-35-C dated 26-5-06)

(3) In case of asphalt items (other than BSG & BBM) having total thickness of morethan 50mm., the contractor will take two to four core samples by his core cutting machine at the interval of 250 m. distance at each cross section in the presence of Dy. Executive Engineer. These samples wil be sealed and will be sent for testing of thickness density & bituminous content in the approved laboratory. Five percent of the amount payable for asphalt items will be withheld till the test results are received. If the results are not satisfactory, the actipn as per Conditions of contract will be taken (R. & B. D. Circular No. RGN 602006 (35)-C dated 31-5-07)

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 staring, the monthly

expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carring 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 schdeule should be framed keeping requirement of the clause 2 of tender form in view and be such as in practice to the achivement 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 calim, 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 alsó 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 sufficent plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress-schedule. The working and shift hours shall comply with all the Government regulations in force and shall be such, as may be approved by the Engineer-in-charge and the same not be varied without the prior approval of Engineer-in-charge.

(d) The contractor shall from time to time, as may be required by the Engineer-in-charg, 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 amy 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 laborataory. Contractor's request for such secured advance will be considered only after test results of metals are received and results are satisfactory. (As per Government circular No. SSR 1070-1B-191-22-S of 5-3-92)

(2) Advance on security of materials brought to site will not exceed 75% of the value (as assessed by the 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 utilised in the work.

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

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

(૬) જ્યારે સીક્યોર્ડ એડવાન્સ આપેલ સરકારી માલ-સામાનમાં કામની સાઈટ ઉપર ઘટ માલૂમ પડે ત્યારે તેનો અહેવાલ કરવાની જવાબદારી ઈજારદારની રહેશે. આવી ઘટની જાણ ઈજારદાર દ્વારા હવાલાના ઈજનેરને તાત્કાલીક કરવાની રહેશે અને જો આવી જાણ ઈજારદાર દ્વારા હવાલાના ઈજનેરને તાત્કાલીક નહીં કરવામાં આવે તો કામની સાઈટ ઉપર માલુમ પડેલ ઘટ કે ચોરીના બનાવમાં ઈજારદાર પોતે પણ પક્ષકાર છે તેમ ગણી તેની સામે પગલાં લેવામાં આવશે. ઉપરાંત કામ ઉપરના તાંત્રિક કર્મચારીઓ જેવા કે કારકુન, વર્ક આસીસ્ટન્ટ જેઓની પણ રીપોર્ટ કરવાની જવાબદારી છે તેઓએ માલ-સામાન કામની સાઈટ ઉપરથી ઉપડી ન જાય તે જોવાનું રહેશે તેમની જાણ બહાર જો આ માલસામાન ઉપડી જાય તો તેવા બનાવ બન્યે ત્રણ દિવસમાં રીપોર્ટ કરવામાં નિષ્ફળ જશે તો તેઓ સામે પણ જવાબદારી નક્કી કરવા પગલા લેવામાં આવશે (મા. મ. વિભાગ ઠરાવ ક્રમાંક પી. ડબલ્યુ એમ ૧૦૯૦ - યુ.ઓ. ૧૩(૫), તા. ૨૪-૧૦-૯૦.

(૭) જ્યારે કોન્ટ્રાક્ટર તારણવાળી પેશગી લેવા ઈચ્છતો હોય ત્યારે તેને અરજી કરી નમૂના- ૩૧માં ગીરોખત કરવાનો રહેશે. આ અરજી જોડે માલસામાનની ખરીદીનું બિલ અથવા ઈન્વોઈસ/ ડીલીવરી ચલણ અરજી સાથે રજૂ કરવાનુ રહેશે. આવા ગીરોખતથી સરકારને તારણવાળા માલસામાન ઉપર 'લીઅન' પ્રાપ્ત થશે અને કોન્ટ્રાક્ટર કામ ખોરંભે પાડે, માલસામાનમાં ઘટ, દુરૂપયોગ કે ચોકીદારી 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 પૂરેપૂરી ચકાસણી કાર્યપાલક ઈજનેરશ્રીએ કરવાની રહેશે. (R. &. B. D. G. R. No. P. W. M. -1090-40-13(5)-C, dated 24-4-92.)

(૯) સિક્યોર્ડ એડવાન્સની રકમ જેટલી બેંક ગેરેન્ટી ઈજારદારે રજૂ કર્યા બાદ જ સિક્યોર્ડ એડવાન્સ ચૂકવવામાં આવશે. (મા.મ.વિ.નો તારીખ ૪-૧૦-૯૭નો ઠરાવ ક્રમાંક પી.ડબલ્યુ.એમ.-૧૦૯૦/યુ.ઓ-૧૩(૫)-સ

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

(1) That in the case of advance payment on the item of earth-work payment should be made on the basis of detailed 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

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

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

CLAUSE-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 competion of work i.e. ..... months.

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

CLAUSE 77.1 The contractors registered in special categories of Roads, Bridges and Buildings are required to equip their companies by establishing test laboratories as under :

Roads :

Special Category - 1 : Three field laboratories with all road material testing and asphalt testing.
Special Category - 2 : Two field laborataries with road material testing and asphalt testing.
Special Category - 3 : One field laboratery with all road material testing and asphalt testing.

For Asphalt testing the contractor will construct pucca structure of minimum 25 squre meter area duly connected with water and electric supply to house site testing laboratory and install the instruments as per following I.S. standard to carryout the test prescribed therein.

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

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

The instruments provided should be as per I.S. Standard, so certified and be regulary and periodically calibrated.
Frequency of tests will be as indicated in the specifications and as referred in R. & B. D. G.R. No. SSR-1099-IB/91(9)-c dated 26-7-99
Bridges : Special Category 1 and 2 : One field laboratory with testing of all materials to be used in work and concrete testing instruments.
Buildings : Special category 1 and 2 : one field (Copy as above) (R & B Circular No. RGN-40-2017-01-C dated 23-3-2017) When the contractor is awarded contracts for such works as contractor registered in special category he will have to shift one such laboratory on this site of work or will have to provide mobile laboratory.

Works other than Roads, Bridges and Buildings :

In respect of works other than Roads, Bridges and Buildings the contractor will have to establish site laboratory equipped with instruments and facilities for testing of all materials and workmanship of items to be executed under this contract. This will include facilities of testing of (A) Aggregates (B) Murrum - Soil (C) Sand (D) Bricks (E) Concrete including non destructive tests like ultrasonic test (F) Bituminous mix if these are relevent items to be executed (Para-1 of R & B Circular પરચ-૧૦-૨૦૦૭-૨૮-સ તારીખ ૧૬-૨-૨૦૦૮)

77.2 The schedule showing number and type of lists to be carried out under this contract is attached with this tender. Out of total number of such tests, 80% tests will be carried out in site laboratory, 10% in Government approved laboratories and 10% in GERI laboratories. However minimum one test of all types of tests shall have to be carried out in GERI laboratories only.

77.3 Site laboratory tests will be carried out by qualified Engineer of the contractor to whom I Card is given by the Executive Engineer and in the presence of Section Officer / Dy. Executive Engineer or Executive Engineer in charge of the work.

77.4 80% of site tests will not be carried out at one time but will be related to the progress of work and consumption of materials.

77.5 Prescribed Registers for recording details and results of tests will be maintained on site of work.

77.6 The tests which are not done in GERI laboratories e.g. electromatic bearing etc. will be carried out in the laboratory consented by the Executive Engineer. (R & B Circular No. PARCH-102007-28-C, dated 31-12-2009)

77.7 One percentage of estimated cost of work put to tender for this work after deducting the cost of materials as per schedule A valued at basic rates in the sanctioned estimate will be deducted from the Running Account Bills of contractors for testing of materials and workmanship. (G.R. B&C No. TNC-1085(4)-C dated 10-5-85 read with R & BD Circular No. ચુનિજન/પરિપત્ર ૨૦૧૫/ચુનિ તારીખ ૪-૧૨-૨૦૧૫)

CLAUSE-78 Deduction of GST from bills : The following Tax deductions shall be made from each bill payable to the contractor (1) 1% of the value of amount payable towards SGST. (2) 1% of the value of amount payable towards CGST. TDS Certificate for taxes deducted will be issued to the contractor. (F.D.G.R. No. GST/1017/1097/GST Cell dated 15-9-18)

ખંડ ૭૮ ચુકવણાનાં બીલમાંથી થયેલ કામની કિંમતનાં એક ટકા લેખે "બીલ્ડીંગ એન્ડ અધર કન્સ્ટ્રકશન વર્કર્સ વેલ્ફેર સેસ એક્ટ" અને તે હેઠળ ઘડાયેલ ગુજરાતનાં ૧૯૮૮નાં નિયમોનાં નિયમ પની જોગવાઈ મુજબ ઉક્ત સેસ નો કાપો પકુલ કરવામાં આવશે. (શ્રમ અને રોજગાર વિભાગની તારીખ ૩૧-૧-૦૫ની અધિસૂચના ક્રમાંક જી.એચ.આર./૨૦૦૫/૦૪/દી.ડબલ્યુ.એ./૨૦૦૫/૮૪૧ મ-૩ અને તે વિભાગનો તારીખ ૯-૧૨-૦૫નો ઠરાવ ક્રમાંક સી.ડબલ્યુ.એ./૨૦૦૪/૧૮૩૧/મ-૩) તથા મા.મ. વિભાગનો તા. ૨-૧૨-૦૬ના પરિપત્ર ક્રમાંક એસ.એચ.આર.-૧૦૨૦૦૪-આઈ.બી.-૪૧(૨૪)ચ.

ખંડ ૮૦ "કોન્ટ્રાક્ટરના માર્ગદર્શન માટેની સૂચના ૧૯" મુજબ ઈજારદારશ્રી નિયત સ્થળે બોર્ડ લગાવીને ફોટોગ્રાફ સહિતનો અહેવાલ આ કામ સંબંધિત નાયબ કાર્યપાલક ઈજનેરશ્રીને કાર્યપાલક ઈજનેરશ્રીની જાણ હેઠળ વર્કઓર્ડર ઈસ્યુ કર્યાની તારીખથી એક મહિનામાં કરશે. જો તેમ કરવામાં વિલંબ થાય તો વિલંબિત સમયમાં ચુકવાના રનીંગ બીલમાંથી ટેન્ડરની રકમના ૦.૨૫% જેટલી રકમ રોકવામાં આવશે. (મા.મ.વિ.ના તા. ૨૬-૪-૭૮નાં પરિપત્ર તથા તા. ૨૭-૧૧-૯૦, ૧૮-૧૧-૯૧, ૨૨-૭-૯૮ તથા ૫-૩-૨૦૧૧નાં ઠરાવ ક્રમાંક ટીએનસી-૧૦૯૦-૨૪-સ, આધારીત)

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 the place of business (with pin code	Telephone No.(s) (office)	Residential address(es) (Resi).	Telephone No.(s)	Full address of 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 occurence 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 :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

GBS

ANNEXURE-2 : ટેન્ડર આઇટમોના ભાવો ભરતી વખતે ગણતરીમાં લીધલ મજૂરી તથા સ્પેશીફીકેશનમાં જણાવ્યા મુજબ માલસામાન અંગેના કામના સ્થળના પડતર ભાવો (દર) અંગેની વિગત. (આ વિગત ૩૦ લાખ કરતા ઉપરનાં કામમાં ભરી રજૂ કરવી ફરજીયાત છે.)

(અ) મજૂરીના દૈનિક દર

(૧) કડીયા, સુથાર-પ્લમ્બર સ્કીલ્ડ કારીગરોના દર રૂા.
(૨) ભીસ્તી, હેલ્પર વગેરે સેમી સ્કીલ્ડ કારીગરોના દર રૂા.
(૩) મજુરો (સ્ત્રી- પુરૂષ) અનસ્કીલ્ડ મજુરોનો દર રૂા.

(૧) મકાનો

અ.નં.	ટેન્ડર આઇટમ નંબર	માલસામાનની વિગત	યુનિટ	દર
૧.		ઈટો	૧,૦૦૦ નંગ	રૂા.
૨.		પથ્થર ચરણતરનો	ઘ.મી.	રૂા.
		ખાણ લીડ		
		કપચી	૧૨મી.મી.થી ૨૦ મી.મી.	
		ખાણ	ઘ. મી.	રૂા.
૪.		લીડ	કી.મી.	રૂા.
		રેતી પ્રાપ્તિ સ્થાન	લીડ કી.મી.	
૫.		લાકડું સાગીનકટ સાઇઝ (સરેરાશ યાદી માટે)		
		(અ) બારી	ચો.મી.	રૂા.
		(બ) બારણાં	ચો.મી.	રૂા.
૬.		ફ્લોરીંગ ટાઇલ્સ	ચો.મી.	રૂા.
૭.		પોલીસ કોટા સ્ટોન જાડાઇ મી.મી.	ચો.મી.	રૂા.
૮.		ગેલ્વેનાઇઝ પાઇપ		
		(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 સ્થાનનું નામ (સરેરાશ)	લીડ કી.મી.	યુનિટ	દર રૂા.
૧.		મુરમ			ઘ. મી.	
૨.		હાર્ડ 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) હોટમીક્સના કામો માટે કામનાં સ્થળ ઉપરના પડતરના ભાવ

અ. નં.	ટેન્ડર અ.નં.	વિગત	યુનિટ	દર	રીમાર્કસ
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 ઉપરનો ભાવ

અ.નં.	ટેન્ડર અ.નં.	માલસામાનની વિગત.	ખાણ પ્રાપ્તિ સ્થાન	લીડ કી.મી. (સરેરાશ) યુનિટ	યુનિટ	દર રૂા.
		મશીન ક્રશ્ડ મેટલ			ઘ. મી.	
		કપચી			ઘ. મી.	
		ગ્રીટ			ઘ. મી.	
		રેતી			ઘ. મી.	
		હાઇ ટેન્સાઇલવાયર			મે. ટન	

એકરાર પત્ર

ઉપરોક્ત પરિશિષ્ટોમાં આપેલ દર ટેન્ડરમાં ભરેલ ભાવોની ચકાસણી અંગે હોઇ તે ખાતાને બંધનકર્તા રહેશે નહીં તેમજ તેનાં દર્શાવેલ ખાણ મથકેથી સ્પેસીફીકેશન મુજબનો માલસામાન નહી મળે તો તે સ્પેસીફીકેશન પ્રમાણેનો માલસામાન ખાતું અન્ય કરે તે અન્ય જગ્યાએથી લાવી આપીશું. જે માટે કોઇ વળતરનો કલેઇમ મુકવામાં આવશે નહિ.

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઇજનેરની સહી :

ANNEXURE - 3

PERFORMANCE BOND

(see clause No. 1)

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

.....

Principal (Contractor)

.....

Surety (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 upto the ..... hereinafter called the Employer in the amount stated for payment of which sum, well and truley 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 dates 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, convenants, terms, conditions and agreements of said contact 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, convenants, 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 partly being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

In the presence of witness

Principal individual

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 :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

ANNEXURE-4 LIST OF WORKS ALREADY COMPLETED BY THE TENDERER

ઈજારદારે પૂરાં કરેલ કામોની યાદી

Sr. No. ક્રમાંક	Name of work કામનું નામ	Place સ્થળ	Cost on completion પૂરા થયેલ કામની કિંમત	Time taken in months To complete the work કામ પુરું કરવા માટે લીધલ 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 અધિકારીનું જરૂરી પ્રમાણપત્ર 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 હાલતમા હોય તેવાં યંત્રો અને ઓજારોની યાદી

Sr No. ક્રમાક	Plant or Machinery ઓજારો અથવા યંત્રો	Location સ્થળ	Age of Machinery મશીનરી કેટલા વર્ષ 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. ક્રમાક	Name of work કામનું નામ	Place સ્થળ	Estimated Cost અંદાજી કિંમત	Date of Issue of work order કામ શરૂ કરવાના હુકમની તારીખ	Stipulated period of completion કામ પૂરું કરવાની નિયત મુદત	Amount of work done on date of filling tender ટેન્ડર ભર્યા તારીખે	Brief details of delay If any ઢીલ જો થયેલ હોય તો તેનાં ટુંકમા 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 ૬ માં જે માસમાં ટેન્ડર માંગવામાં આવ્યું હોય તે પહેલાના માસના અંત સુધી કરેલ કામોની રકમ દર્શાવવી.

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

ANNEXURE 7 : Special Conditions of Contract

Special Condition No-1 : If bids are invited by District Panchayat the words " By order of " or " On behalf of the Governor of Gujarat " shall be read as " On behalf of the President of District Panchayat " In place of designations of State Engineers other than Executive Engineer, the words " P.W.D. Committee of District Panchayat/ જિલ્લા પંચાયતની બાંધકામ સમિતિ will be read and so under stood.

Special Condition No-2 : If the item Sprcifications provide for mixing wetmix Macadam at plant site, the three Registers preacribed to be maintained for Asphalt items on the basis of Hot- Mix Plant as per P.W.D. Circular No ગનિવ/જનરલ/ ૮૮/હ તા.૭/૮/૧૯૮૦ shall be maintained in which the detail of Gate Pass, Weight etc. shall be recorded however mixing on site will not be permitted and no payment will be made for mixing on site. The payment for such item will not be made on the basis of weight of wetmix as per Gate Pass but will be made on the basis of thickness of layer achived after density test of volumetric quantity, as provided in the specifications of such item. (R&B circular No. પરચ-૧૦૨૦૧૫-૫૫-સી તા.૪/૧૧/૨૦૧૫)

Signature of the contractor :
કંટ્રાકટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

SCHEDULE 'A' અનુસૂચિ '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 ધરવા માટે કંટ્રાકટ કરાયો હોય તે કામમાં બાંધકામ વિભાગના સ્ટોરમાંથી પૂરો પાડવાનો માલસામાન (આશરે) અને તે અંગે વસુલ લેવાના દર દર્શાવતી અનુસૂચિ

Particulars વિગત	Approximate quantity અંદાજી જથ્થા	Rate at which the materials will be charged to the Contractor કંટ્રાકટર પાસેથી માલસામાન માટે લેવાનો થતો દર		Place of delivery ડિલિવરીનું સ્થળ
1	2	3	4	5
		Unit એકમ	Rate in Rupees ભંવ રૂપિયંમાં	

નોંધ ૧ : અં કામમાં વાપરવા સીમેન્ટ અથવા સ્ટીલ તથા કોઈપણ કામમાં મંલદંમંન કામમાં વિભાગ તરફથી પુર પાડવામાં આવશે નહીં. (મા.મ.વિ. ઠરાવ ક્રમાંક ટીએનદી-૧૦૮૮-IB-૨૨૦-૧૮-૬, સં. ૩૧-૩-૦૫) પરંતુ નર્મદા, જળસંપત્તિ અને પાણી પુરવઠા વિભાગ દ્વારા કામમાં વાપરવા જરૂરી સ્ટીલ વિભાગ દ્વારા પુરૂ પાડવાની જોગવાઈ તા. ૨૩-૬-૯૭નાં વિભાગના ઠરાવ ક્રમાંક એસ.ટી.એલ/૧૦૯/કે/૫૮/ભાગ (હ) દ્વારા ચાલુ રાખવામાં આવે છે. આ અંગે સેડ્યુલ-એમાં જે જોગવાઈ કરવામાં આવે તે આખરી ગણાશે.

નોંધ ૨ : સીમેન્ટ : જ્યારે સીમેન્ટ ઈજારદાર દ્વારા કામમાં વાપરવા લાવવામાં આવે ત્યારે આવો સીમેન્ટ ઈજારદાર આઈ.એસ. પ્રમાણપત્રવાળા તથા મુળ ઉત્પાદક કંપનીમાંથી સીધા રીતે મેળવવાનો રહે છે. અને તેની ખરાઈ માટે તેનાં ચુકવણાનાં બીલો કા.ઈ.શ્રીને રજૂ કરવાનાં રહેશે. આવો સીમેન્ટ કંપનીના અધિકૃત વિક્રેતા પાસેથી ખરીદી શકાશે નહીં, પરંતુ ભાવ-વધારાનાં સ્ટાર રેઈટ મુજબ ચુકવણું કરવા અંગેની ગણતરીમાં લેવાના દીમેન્ટનાં ભાવો અધિકૃત વિક્રેતા પાસેથી મેળવી શકાય, પરંતુ અધિકૃત વિક્રેતા પાસેથી ખરીદ કરી શકાય નહીં. (તા. ૬-૪-૯૮નો મામવિ પરિપત્રક ટીએનસી / ૧૦૮૮-આઈબી / (૧૮) સ)

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

નોંધ - ૪ ડામર : જ્યારે કામમાં વાપરવા ડામર ઈજારદાર દ્વારા લાવવાનો હોય ત્યારે તે ડામર ઈજારદારે ઓઈલ રીફાઈનરીમાંથી પૈસા ભરી ત્યાથી જ સીધા ખરીદવાનો રહેશે. આ અંગે ઈજારદારે પુરી કરવાની શરતો નીચે મુજબ રહેશે. (૧) ઈજારદાર ડામર ક્યાંથી લાવ્યા તે અંગેનું બીલ અસલમાં કા.ઈ.ને. રજૂ કરવાનું રહેશે. (૨) રીફાઈનરીનાં ગેટપાસ પણ બીલ સાથે સામેલ કરવાનાં રહેશે. (૩) ડામર જે ટેન્કરમાં લાવવામાં આવે કે ટેન્કરનો વંહન નાબર બસંવવંનેં રહેશે. (૪) ડંમર ઉપર ઈજારતંરશ્રીને એડવંન્દ પેમેન્ટ અથ્વં દિક્યેંર્ડ એડવંન્દ મળી શકશે નહિ. (૫) ઈજારતંરે રજૂ કરેલ અસલ બીલમાં ડામરનો ગ્રેડ (ક્વોલીટી અંગે) ઉલ્લેખ હોવો જોઈએ. આ અંગે ઈજારદારે ડામરનાં ગ્રેડ અંગેનું ટેસ્ટ રીઝલ્ટ/ગ્રેડ અંગેનું પ્રમાણપત્ર રજુ કરવાનું રહેશે.(૬) ઈજારદારે ડામરની આવક / વપરાશ / બચત અંગેનું રજીસ્ટર પ્લાન્ટ / સાઈટ ઉપર નિભાવવાનું રહેશે. (મા.મ.વિ. પરિપત્ર ક્રમાંક એસ.ટી.આર - ૧૦૯૭ - ૮૨ -હ, તારીખ ૨૭-૧૧-૯૭ અને ૨૧-૧૧-૯૮)

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.

નોધ -૫ : ટેન્ડર રજૂ કરનાર વ્યક્તિ કે પેઢીએ ટેન્ડર રજૂ કરતા પહેલાં તેને આપવામાં આવતાં ફોર્મમાં હવાલાના ઈજનેરે ઉપરની અનુસૂચિમાં 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 કંટ્રાકટરને વિનામૂલ્યે પૂરો પાડવાનો માલ-સામાન અનુસૂચિ 'ખ' તેમજ કંટ્રાકટરના કરાર સાથે જોડેલી વિગતોની યાદી ઉપરાંત અનુસૂચિ 'ક' માં જણાવવું.

Signature of the contractor :
કંટ્રાકટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

SCHEDULE 'B' અનુસૂચિ 'ખ'

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

Items No. બાબત નંબર	Quantities estimated but may be more or less અંદાજીત જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Estimated Rates અંદાજ દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજ જથ્થા અનુસાર કુલ રકમ
			In figures આંકડામા Rs. Ps. રૂ. પૈ.	Inwords શબ્દોમા		
1	2	3	4	5	6	7
		As per seperate 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 work out as under.

* Estimated amount		* Estimated amount	
Put to tender	Rs.....	Put to tender	Rs. .....
Deduct : .....% below	Rs.....	Add .....% above	Rs. .....
Net	Rs.....	Total	Rs. .....
In words		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 ડિવિઝનની બીજી ખાસ વિગત મુજબ અથવા સૂચના પ્રમાણે કરી આપવાનું રહેશે.

Note 2 - All the columns is 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 છેલ્લા ખાનાની નોંધોનો સરવાળો કરી કંટ્રાકટરે 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 પુરૂ થાય તે વખતે) દરેક રીતે સાફસૂફી 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 ચાલું રાખવું.

Signature of the contractor :
કંટ્રાકટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

Also Available at : ગુજરાત બુક સ્ટોર્સ (પ્રા.) લિમીટેડ, બી - ૨૦, ડીસ્ટ્રીક્ટ શોપીંગ સેન્ટર, સેક્ટર - ૨૧, ગાંધીનગર

(૧-૨-૨૦૨૪ સુધીના સુધારા સાથે)

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

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

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :