

CONTRACT NO.
GUJARAT WATERSUPPLY & SEWERAGE BOARD
GANDHINAGAR

(A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING)



Bid Documents for "Comprehensive Operation and Maintenance of the project mainly different class, type and diameter pipes, Sluice valves, Flow meters, Non-return valve. Work includes replacement of spares for all equipment and maintenance of all civil structures etc. complete. Including submission of periodic MIS reports on software. Supply of potable water in accordance, All type operations, preventive maintenance, overhauls and repair / break down maintenance for civil works. & All type operations, preventive maintenance, overhauls and repair / break down maintenance for mechanical(incl.Pumping Machinery) & electrical works etc. Providing nos. of qualified and experienced staff for overall amangement of O&M work as per detailed specification & obligatory requirement for 6 months. Excluding electric power, raw water cost under Dist. Dahod & as per tender.Narmada River Basin(Nr.Hafeshwar) Based DDSA PACKAGE 10 CHILAKOTA RWSS Scheme For 28 villages of Taluka: Dhanpur, Limkheda, Garbada, Dahod District: Dahod. For Sixty(60) Months (O & M-Civil & Mechenical)"

Estimated Cost:Rs.2,92,61,556.00

VOLUME – IB

General Conditions of Contract

Chief Engineer

Gujarat Water Supply & Sewerage Board

Zone – 1

THIS PAGE IS LEFT INTENTIONALLY BLANK

I N D E X

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

	to surrounding properties.	
Clause 20-A	Damages due to acts of God and unprecedented floods	
Clause 21	Contractor to supply plant, ladders, scaffolding etc, and is liable for damage arising from non provision of lights, fencing etc	
Clause 21-A	Regulations for scaffolds, working platforms, gangways and stairways	
Clause 21-B	Regulations for hoisting appliance	
Clause 22	Measures for prevention of fire	
Clause 23	Liabilities to contractors for any damages done in or outside work	
Clause 24	Risk & Cost Clause	
Clause 25	Recovery from Contractors	
Clause 26	Work not to be sublet; consequences for unauthorised subletting, bringing and becoming insolvent	
Clause 27	Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.	
Clause 28	Changes in the constitution of firm to be notified	
Clause 29	Works to be under directions of Superintending Engineer	
Clause 30	Settlement of Disputes and Arbitration	
Clause 31	Deleted	
Clause 32	Lump sums in estimates.	
Clause 33	Action where no specifications	
Clause 34	Definition of work	
Clause 35	Non refund of quarry fees & Royalties	
Clause 36	Compensation under the Workmen's Compensation Act	
Clause 36-A	Liability of the contractor in case of accidents	
Clause 36-B	Arrangements for personal safety requirements and first aid	
Clause 37	Quantities in the tender to be considered approximate and they are subject to variations	
Clause 38	Employment of famine or other labour	
Clause 39	Claim for compensation for delay in starting the work	

Clause 40	Claim for compensation for delay in the execution of work	
Clause 41	Entering upon or commencing any portion of work	
Clause 42	Minimum age of persons employed	
Clause 43	Method of payment	
Clause 43-A	Set off Clause.....	
Clause 44	Check Measurements	
Clause 45	Termination by Engineer in Charge	
Clause 46	Payment upon Termination	
Clause 47	Rates inclusive of Sale Tax/ VAT and all other taxes.	
Clause 47-A	Income Tax	
Clause 48	Employment through Employment Exchange and local labour	
Clause 49	Fair wages	
Clause 50	Deleted	
Clause 51	List of Machinery	
Clause 52	Deleted...	
Clause 53	Local labour on normal rates	
Clause 54	Land on Hire and rental charges	
Clause 55	Vaccination to labourers	
Clause 56	Camp facilities to workers	
Clause 57	Gum boots, hand gloves, masks etc, to labourers	
Clause 58	No distinction between harijans and other workers	
Clause 59	Price Variation Clause	
Clause 60	Fencing and Lighting	
Clause 61	Liabilities for accidents to persons	
Clause 62	Access to site and work on site	
Clause 63	Reports regarding labour	
Clause 64	Treasure trove	
Clause 65	Indemnity	
Clause 66	Insurance of labourers	
Clause 67	Setting out	
Clause 68	Cement Register	
Clause 69	Materials and works Test Register	

Clause 70	Progress Schedule	
Clause 71	Secured Advance. (Deleted)	
Clause 72	Advance payment (Deleted)	
Clause 73	Advance against machineries (Deleted)	
Clause 74	Mobilization Advance	
Clause 75	Licence for contact labour	
Clause 76	Recovery of Testing Charges and handing over empty cement bags	
Clause 77	Recover of Sales Tax	
Clause 78	Building and other construction works welfare cess (Labour cess)	

GENERAL CONDITIONS OF CONTRACT

(CLAUSE-1) Security Deposit:

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

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

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

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

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

The successful bidder shall have to pay performance security deposit for O&M works in the form of an unequivocal bank guarantee equivalent to 10% of the O&M contract value issued by any nationalized bank or as per list mentioned in GR of. Finance Department, GR. No: FD/MSM/e-file/4/2025/2712/DMO, Date: 01.04.2026 (Enclosed)

~~In case the contractor quotes less than the rates of **.....% (% of estimated cost for O&M with respect to capital cost)** of estimated cost for O&M work, the difference between O&M cost as per **.....% (% of estimated cost for O&M with respect to capital cost)** of the contract value and their quoted price shall have to be paid by the contractor in the form of security deposit to GWSSB, in addition to the required security deposit as per O&M contract.~~

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

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

- (i) 50% of total security amount shall be released after 30 days from the date of successful commissioning subject to the receipt of 10% amount of the O&M contract value as O&M security deposit from contractor.
- (ii) Remaining 50% of total security deposit shall be released after 30 days from the date of successful completion of the defect liability period i.e. 1year from the date of successful completion.
- (iii) The overall security deposit for O&M works shall be limited to 10% of the O&M contract value and shall be valid up to 30 days from the date of successful completion of the O&M works.
- (iv) On successful completion of O&M and settlement of all dues recoverable from contractor the 10% SD for O&M period shall be released within 30 days from the date of successful completion of O&M works.

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

(CLAUSE-2) Liquidated damages for delay:

2.1 Overall Physical Progress of work :

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

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

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

shall be released to the contractor. But in case, the work is not completed within the extended time limit and no further time extension to be granted, the liquidated damages shall be payable as 0.1% of the total contract value per day subjected to the maximum amount of 10% of the total contract value.

2.2 Pipeline Crossing Works :-

- a) ~~The contractor must complete the pipeline crossing works requiring permissions of following authorities, within stipulated time limit as mention below. The contractor is required to plan and frame his project execution schedule accordingly.~~

NO.	AUTHORITY	TIME LIMIT IN MONTHS
1.	Railway	6 months from the date of receiving the work permit or 2 months from the date of receiving caution order from Railway or 6 months from the date of issue of LOI, whichever is later (While calculating the total time limit for completion of the structures of Railway, the relevant rules of the railway authority should also be taken into account.)
2.	National Highway	6 months from the date of receiving the permission from Concerned Authority or from the date of issue of LOI, whichever is later
3.	State Highway	6 months from the date of receiving the permission from Concerned Authority or from the date of issue of LOI, whichever is later
4.	Major Canal Crossing	6 months from the date of receiving the permission from Concerned Authority or from the date of issue of LOI, whichever is later
5.	Minor Canal Crossing	3 months from the date of receiving the permission from Concerned Authority or from the date of issue of LOI, whichever is later
6.	Gas / Oil / Petroleum Pipeline	6 months from the date of receiving the permission from Concerned Authority or from the date of issue of LOI, whichever is later
7.	Forest	6 months from the date of receiving the permission from Concerned Authority.

- b) ~~If contractor fails to execute the works as in (a) above within stipulated time limit as mention above, he shall attract compensation at 0.1% cost of respective work per day of delay, calculated on the basis of BOQ, and it will have cumulative effect till the actual date of completion of the delayed work. The compensation recovered under this clause will be of permanent nature and will remain non-refundable under any circumstances.~~

2.3 Supply of Pipes :

- a) ~~The contractor shall pay specific attention to timely supply of pipes under the project. The contractor is bound to supply pipes as per the specification laid within the time period stipulated in work plan approved by EIC. For ensuring the same, the contractor has to upfront declare at the time of bidding, their method of procurement of pipes i.e. (i) Through cash (if yes, this has to be reflected in their cash flow / fund flow plan to be submitted by contractor within one month from the date of signing of contract agreement) (ii) Through credit (iii) Through Letter of Credit (LOC); etc. In case of LOC, the contractor will enter into/ open LOC with the approved vendor within one month from the date of approval of QAP of pipes matching with delivery schedule. The maximum ceiling for number of times for opening of LOC is four, however the date of opening of last LOC with approved vendor for supply of pipes will be 4 month prior to stipulated end date for supply of pipes as per approved work plan.~~

- b) ~~The event of non supply of pipes, as per approved work plan / delivery schedule shall attract compensation at the rate 0.25% of cost of pipes, calculated on the basis of BOQ, to be supplied per month, per day of delay and will be having cumulative effect till the date of actual supply of pipe. The compensation levied under this clause shall be of permanent nature and is non-refundable under any circumstances. However, the maximum ceiling limit of 10% of Contract Price as specified above shall also apply to liquidated damage deducted under this clause.~~

2.4 ~~The bidder shall furnish declaration for arrangement of supply of pipes of specified nature as per contract and shall submit as per proforma for 'Assured Pipe Supply Declaration' as per Form-23.~~

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

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

(CLAUSE-3) Default by Contractor:

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

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

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

Termination of the contract in whole shall be an adequate authority for the Engineer In-charge to demand discharge of the obligations from the guarantors of the security for the obligations from the guarantors of the security for the performance.

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

If the progress of any particular portion of the work under Contract is unsatisfactory, the Engineer-in-charge shall, notwithstanding that the general progress of the work is satisfactory, in accordance with Clause-2 be entitled to take necessary action under Clause-3, after giving the Contractor ten 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-5) Non exercise of power under Clause-3 not a waiver.

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

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

In the event of the Engineer- in charge taking action under clause 3, he may, if so desire, take possession of all or any tools, plants, machineries, materials and store in or upon the work or the site thereof or belonging to the contractor of procured by him and intended to be used for upon the work of the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, by paying or allowing for the same in account at the contract rate or in case of contract rates not being applicable at such reasonable rates, as may be comparable to current market rates where ascertainable of similar articles and comparable condition, to be certified by the Engineer-in-charge. In the alternative the alternative the Engineer-in-charge may by notice in writing to the contractor or his clerk of the works foreman or other authorized agent require him to remove such tools, plants, machineries, materials or store form the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Engineer- in- charge may remove them at the contractor's expense or shall remove them by auction or private sale at the risk and cost of the contractor in all respects, and the certificate of the Engineer-in -charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such removal shall be final and conclusive against the contractor.

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

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

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

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

No certificate of completion shall be issued not shall the work be considered to be complete till the contractor shall have removed from the premises, on which the work has been executed, all 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 fastening labelled keys clearly and handed them over to the Engineer- in- charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. if the contractor shall fail to comply with any of the requirements of these conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may, at the expense of the contractor, fulfil such requirements and dispose of the scaffolding, or surplus materials and rubbish etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials accept for any sum actually released by the sale thereof less the Cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expenses of fulfilling such requirements are more than the amount realised such disposal as aforesaid the contractor shall forthwith, on demand, pay such excess. The Engineer- in-charge shall also have the

fighters to adjust the amount of excess against any amounts that may be payable to the contractor.

(CLAUSE-8): Intermediate and final payments:

No payments shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer- in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only on not as payments for work actually done and completed and shall not preclude the Engineer- in-charge from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contractor or any part 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 account or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the completion of the work, otherwise the Engineer-in charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

(CLAUSE-9): Payment at reduced rates:

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

(CLAUSE-10): Bill to be submitted monthly

A bill shall be submitted by the contractor each month on or before the date fixed by the engineer-in-charge for all works executed in the previous month and engineer- in- charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. if the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in- charge may depute a subordinate to

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

(CLAUSE-11): Bills and rates payable:

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

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

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

For materials provided in Schedule-A and consumed in excess quantities, the rates provided in Schedule A shall be increased/ decreased corresponding to the increased/ decreases in the new rate payable for excess quantity as compared to date of issue of such quantity of materials.

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

The contractor shall be entitled to use the material supplied by the Department only to the extent of quantities of such materials required for execution of the work as per theoretical calculation. The Engineer-in-charge may however, on being satisfied that a large quantity of such materials is required for the execution of the work permit the contractor to use such large quantity of the materials. Such permission shall be given in writing.

The contractor is bound to return in good condition such materials issued in excess of the requirements so worked out or in excess of the quantities so permitted to be used by the Engineer-in-charge. If the contractor fails to return such extra materials within a period of 15days from the date of the demand in writing of such materials being made by the Engineer- in charge, he shall be charged for the excess materials at double the issue rate for materials specified in Schedule A of contract Agreement.

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

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

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

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

The contractor shall also conform exactly, full and faithfully to the design, drawings and instructions in writing for the work signed by the Engineer-in-charge. The design and the drawings shall be lodged in the office of the site engineer-in-charge to which the contractor shall be

entitled to have access or the purpose of inspection at such office during office hours.

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

- (2) The contractor will be entitled to receive one copy of the accepted tender along with the work order free of cost. (3) The several documents forming the contract are essential parts of the contract and requirements' occurring in one is binding as through occurring in all. They are intended to be mutually explanatory and complimentary and to describe and provide for a complete work.

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

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

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

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

In the case of defective description or ambiguity, the Engineer-in-charge is entitled to issue further instructions directing in what manner the work is to be carried out. The contractor cannot take any advantage of any apparent error or omission in drawings or specification and the Engineer-in-charge shall be entitled to makes corrections and interpretations as necessary to fulfil the plans and specifications.

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

The Engineer-in-charge shall have power to make any alterations in or addition to the original specifications, drawings, designs and instructions that

may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the 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 work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work.

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

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

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

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

rate in S.O.R. referred to above, instead of the rate stipulated in Schedule 'A'.

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

(CLAUSE-15) No. Claim to any payment or compensation for alterations or for restrictions of work

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

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

(CLAUSE 16 :) Claims under the contract

Time limit for unforeseen claims: The contractor shall not be entitled to any compensation from Government on any account unless where allowed by the conditions of his this contact.

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

If, at any time before the expiry of Defects Liability period as detailed in Clause 17-A. It shall appear to the Engineer-in-charge or his sub-ordinate in charge of the work that/any work has been executed unsound, imperfect or

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

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

(CLAUSE-17A) Defect liability clause:

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

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

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

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

(CLAUSE-19) Notice to be given before work is covered up:

The contractor shall give not less than five 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 if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained. The same shall be uncovered at the contractor's expense and in default thereof, no payment or allowance shall be made for such work or for the materials which the same was executed.

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

If the contractor or workmen, or servants shall break, deface, injure or destroy any part of the building or the work in question in/on which they may be working or any building, road, fence, enclosure or grass- land or cultivated ground contiguous to the premises on which the work or any part thereof is being executed or if any damage shall be done to the work from any cause whatever before damage occurred /caused due to normal flood or rain or if any imperfections become apparent in it within three months from the grant of a certificate of completion, final or otherwise by the Engineer-in-charge, the contractor shall make good the same at own expenses or in default, the Engineer-in-charge may cause the same to be made good by other contractor, and deduct the expenses (of which the certificate of the Engineer-in-charge shall be final) from any sums that may thereafter become due to the

contractor or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof of a sufficient portion thereof,

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

Neither party shall be liable to the other for any loss of damage occasioned by or arising out of acts of God, such as Unprecedented flood, Volcanic eruption, earthquake or other convulsion of nature and other acts such as but not restricted to general strike, invasion, the acts of foreign countries, hostilities, or war like operations before or after declaration of war, rebellion, military or Usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

Note: "Unprecedented flood" means the flood crossing the High Flood Level of the past 10 year(s) which is on the available record.

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

(CLAUSE-21) Contractor to supply plant, ladders, Scaffolding etc. and is liable for damage arising from non- provision of lights, fencing etc:-

The contractor shall supply at his own cost all material (except such special materials if any, as may, in accordance with the contract to be supplied from the Public Works Department Store), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of the work whether in the original, altered or substituted form and whether included in the specifications or other documents forming part of the contract or referred to in these conditions of contract and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter or to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement of examination at any time and from time to time, of the work or the materials, failing this, the same may be provided by the Engineer -in-charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit, or 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 defences of every suit, action or other legal proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may, with consent of the Contractor, be paid in compromising any claim by any such person.

(CLAUSE-21A) Regulations for scaffolds, working platforms, gangways and stairways

The Contractor shall provide suitable scaffolds and working platforms. Gangways and stairways, and shall comply with the following regulations in connection therewith,

- (a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- (b) A scaffold shall not be constructed, taken down or substantially altered except-
 - (i) Under the supervision of a competent and responsible person.
 - (ii) Appointed by contractor and by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and all ladders shall-
 - (i) be of sound material
 - (ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and,
 - (iii) be maintained proper condition.
- (d) Scaffolds shall be so constructed that on part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.
- (g) Scaffolds shall be periodically inspected by a competent person.
- (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.

- (i) Working platforms, gangways shall-
- (i) be so constructed that no part thereof can sag unduly or unequally.
- (ii) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and-
- (iii) be kept free from any unnecessary obstruction.
- (i) In the case of working platforms, gangways working places and stairways at a height exceeding 2.00 metre (to be specified)
- (i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
- (ii) Every working platform, gangway, working place and stairway shall be suitably fenced.
- (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.
- (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.
- (m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.
- (n) Safe means of access shall be provided to all working platform and other working places.

(CLAUSE-21B) Regulations for hoisting appliance

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

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

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

(CLAUSE-22) Measures for prevention of fire:

The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the engineer-in-charge.

When such permit is given, and also in all cases when destroying cut or dug up tress, bush wood, grass etc, by fire, the contractor shall take necessary measures to prevent such fire spreading to or other-wise damaging surrounding property. When such permit is given, and also in all cases when destroying cut or dug up tress, bush wood, grass etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or other- wise damaging surrounding property.

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

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

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

(CLAUSE 24) Risk & Cost

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

- (i) If the Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or if the Contractor

- shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date,
- (ii) If the Contractor, being a company, shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order,
 - (iii) If the contractor commits breach of any of the terms and conditions of this Contract,
 - (iv) If the contractor commits any acts mentioned in, clause 26 thereof. When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in charge on behalf of the Governor of Gujarat shall have powers: -
 - a) To determine or rescind the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge shall be conclusive evidence), upon such determination or rescission, the earnest money, full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of Government.
 - b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the Contractor under the terms of this Contract. The certificate of the Engineer-in-charge, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that; if the expenses incurred by the Department are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
 - c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof, as shall be unexecuted out of

his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by Government under this contract or on any other account whatsoever, or from his Earnest Money, Security Deposit, Enlistment Security or the proceeds of sales thereof, or a sufficient part thereof, as the case may be. In the event of any one or more of the above courses being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified. No interest shall be payable to the Contractor on any payment due or awarded by any authority.

(CLAUSE 25) Recovery from Contractors

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

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

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

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

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

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

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

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

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

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

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

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to

the use of Government without reference to the actual loss or damage sustained and whether any damage has or had not been sustained.

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

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

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

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

(CLAUSE-30) Settlement of Disputes and Arbitration

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

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

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

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

sequence in stipulated time and he should not stop the work.

30.3 Arbitration

The procedure for arbitration will be as follows:-

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

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

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

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

(CLAUSE-31) Deleted.

(CLAUSE-32) Lump sum in estimates:

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

(CLAUSE-33) Action where no specifications:

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

(CLAUSE-34) Definition of work:

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

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

The contractor shall pay the royalty to the competent authority/ local body as per rules. The contractor shall furnish quarterly the statement showing quarterly or quarried materials, from whom purchased (with full address of the seller) and copies of bills for purchase to the District Officer of the Mining and Geology Department or authority competent to levy royalty in the area of work. Contractor shall also furnish such additional information as regards royalty payment to the Royalty authority. The royalty charges paid shall be borne by the Contractor and shall not be reimbursed by the Executive Engineer (Authority: R & BD Circular No. TNC-2286-UO-39(19)-C, dtd,23/10/1989)

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

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

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

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

any other remedy of Government from amount due or that may become due to the contractor.

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

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

- (a) The workers shall be required to use the equipment so provide be the Contractor and Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- (b) When work is carried on in approximately to any place where there is a risk of drowning all necessary equipment shall be provided and kept for use and all necessary steps shall be taken for the prompt rescue of any person, in danger.
- (c) Adequate provision shall be made for prompt first aid treatment of all injuries to be sustained during the course of the work.

(CLAUSE-37) Quantities in the tender to be considered approximate and they are subject to variations.

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

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

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

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

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

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

No claim for compensation shall be allowed for any delay in execution of the work on account of water standing in borrows pits or compartment. The rates are inclusive of hard or cracked soil, excavation in mud, sub soil water or

water standing in borrow-pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.

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

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

(CLAUSE-42) Minimum age of person employed:

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

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

(CLAUSE -43-A) Set off Clause

Any sum of money due and payable to the contractor (including the security deposit returnable to the contractor) executing and Government work or work of any District Panchayat wholly financed as grant-in-aid under this contract shall be appropriated by any District Panchayat/ Government and shall be set off against any claim of the Government/ District Panchayat of Gujarat State by the District Panchayat of Gujarat State/ Government for the payment of a sum of money arising out of or under any other contract made by the contractor with the Government/ District Panchayat of Gujarat State for the work wholly financed as grant-in-aid by Government of Gujarat State. When no such amount for purpose of the recovery from the contractor against any claim of the Government / District Panchayat of Gujarat State is available, such a recovery shall be made from the contractor as arrears of land revenue.

(CLAUSE -44) Check Measurements

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

(CLAUSE -45) Termination by Engineer in Charge

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

45.1. The Engineer in Charge shall be entitled to terminate the Contract if the Contractor:

- a. abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
- b. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c. without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time as specified in Clause-3, Clause 20, Clause 21 and Clause 23.
- d. the Contractor does not maintain a valid instrument of financial security as prescribed;
- e. the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
- f. If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the contract document.
- g. If the contractor, in the judgment of the Engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract as specified in clause 26.
- h. Any other fundamental breaches as specified in the Contract.

45.2. In any of these events or circumstances, the Engineer in Charge may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of subparagraph (c) or (g), the Engineer in Charge may terminate the Contract immediately.

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

(CLAUSE -46) Payment upon Termination

If the contract is terminated under clause 45.2, the Engineer shall issue a certificate for value of the work done less liquidated damages, if any, less recoverable advance payments received up to the date of the issue of the

certificate and less the percentage to apply to the value of the work not completed as indicated in the Contract. The amount so arrived at shall be determined by the Engineer-in-Charge and shall be final and binding on both the parties.

46.1. Payment on termination under clause 45.3 above -

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

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

(CLAUSE -47) Rates are exclusive GST but inclusive of all other taxes.

The rates to be quoted by the contractor must be exclusive of GST but inclusive of all other taxes and applicable Cess, levies on such taxes. GST shall be paid extra on the admissible payment as per the approved tender rates and condition of price variation, GST shall be paid as per prevailing rates at the time of payment.

NOTE:

- a) Service tax shall be payable extra subject to applicability of Service Tax, against documentary evidence/ invoice. Statutory variation and any additional taxes levied during contract period shall not be payable.
- b) In case of change in Goods and Service Tax Act (GST), the variation in tax liability on account of GST on that part of value of contract, for which goods and services are procured after the implementation of GST in Gujarat, shall be reimbursed/ recovered.

(CLAUSE-47A) Income tax:-

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

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

The contractor should as far as possible, obtain his requirement of labourers skilled and unskilled, from the nearest Employment Exchange so as to utilize the local employment potential. If there are no local Employment Exchange or such Exchanges are not able to provide the required labour locally, suitable labourers should be utilized to the maximum extent possible.

(CLAUSE -49) Fair Wages:

If a Contractor fails to pay within '7' (Seven) days to the labourer(s)/ worker(s) the minimum wages prescribed by the Government under the Minimum Wages Act-1948 as in force from time to time, the Engineer-in-charge shall be at liberty to deduct the amount payable to the labourers/ workers from his (Contractor's) bills or deposit(s) payable by the contractor after making due inquiries and establishing the claim(s) of the labourer(s)/ worker(s).

The contractor shall not be entitled to any payment of compensation on account of any loss that the contractor may have to incur on amount of the action as aforesaid. Before the action as aforesaid, is enforced, a notice in writing to the contractor shall be issued by the Engineer-in-charge to pay the wages as per Minimum Wages Act in force at the relevant time. If contractor does not act as afore said within seven days, then the action contemplated as above shall be taken against him.

(CLAUSE -50) Deleted

(CLAUSE -51) List of Machinery:

The contractors shall also give a list of machineries in his possession and which they propose to use in the work.

(CLAUSE -52) Deleted

(CLAUSE -53) Local labour on normal rates:

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

(CLAUSE -54) Land on Hire and rental charges

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

Land Measuring Charges

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

(CLAUSE -55) Vaccination to labourers

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

(CLAUSE -56) Camp Facilities to Workers.

1. Huts:

The contractor shall build sufficient number of huts on a suitable of land for the use of the labourers 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 neighbourhood 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.

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.

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

- (a) Where female 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 sufficient 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.
 - (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 up to 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 their wise, 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 purpose 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 drainage away the sewerage water as well as water from the bathing and washing places and shall dispose of 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 of 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 travelling dispensary for a camp having 500 or more persons if there is no Government or other private dispensary situated within 6 km 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. At least one sweeper per 200 persons should be engaged. Conservancy staff should dump refuse in compost pit, away from the labour camp.

13. Health Provisions:

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

14. Precaution 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 of recruitment, if they are not inoculated or vaccinated within 6 months or 3 years respectively prior to the date of recruitment.
- (b) When, in any labour camp there is an epidemic disease or is threatened with such an outbreak, the authorized person 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 disease on the very day of the outbreak, to the Mamlatdar of the Taluka, the District Health officer or to the Deputy Director of the above officers in the prescribed form regarding the progress of the epidemic disease.
- (d) When the authorities in charge of the labour colony suspect or have reason to believe that any inmate of the labour colony is suffering from the infectious or contagious disease, they shall forthwith arrange for the segregation of such persons to isolated huts to be specifically provided for the purpose and also for their treatment.
- (e) As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labour colonies should report promptly the occurrence of unusual incidence of cases of malaria and also inform the District Health Officers of the District Deputy Director of Public Health (Malaria) and the Director of Public Health and also arrange to institute all necessary anti-malarial measures as may be advised by the officials of the Public Health Department.
- (f) The authorities in charge of the colonies should also arrange to carry out any other measures that may be recommended by the officials of the Public Health Department necessary to prevent or control the spread of disease.

15. Rest Rooms

- (1) In every place where in contract labour is required to halt at night in connection with the contract works and in which employment of contract labour is likely to continue for three months or more, the contractor shall provide and maintain rest rooms or other suitable alternative accommodation within fifteen days of the employment of contract labour.
- (2) If the amenity referred to in sub-rule is not provided by the contractor within the period prescribed the employer shall provide the same within a period of fifteen days of the expiry of the period laid down in the sub-rule(1).
- (3) Separate rooms shall be provided for women employees.

- (4) Effective and suitable provision shall be made in every room for securing and maintaining adequate ventilation for the circulation of fresh air and there shall also be provided and maintained sufficient and suitable natural or artificial lighting.
- (5) The rest room or other suitable alternative accommodation shall be of such dimensions as to provide at least a floor area of 1 sq. mt. for each person making use of rest rooms.
- (6) The rest rooms or other suitable alternative accommodation shall be so constructed as to afford adequate protection against heat, wind, rain and shall have smooth, hard and impervious surface.
- (7) The rest rooms or other suitable alternative accommodation shall be at a convenient distance from the establishment and shall have adequate supply of wholesome drinking water.

16. Canteen Facilities:

- (1) In every establishment of contract work and wherein work regarding the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are ordinarily employed, the adequate canteen facilities shall be provided by the contractor for the use of such contract labour within sixty days of the commencement of the employment of contract labour.
- (2) If the contractor fails to provide the canteen facilities within the time laid down the same shall be provided by the principal employer within sixty days of the time allowed to the contractor.
- (3) The Canteen shall be maintained by the contractor or principal employees as the case may be in an efficient manner.

17. Accommodation in canteen:

- (1) The canteen shall consist of at least dining hall, kitchen, storeroom, pantry and washing place 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 on clean and sanitary condition.
- (ii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as cause nuisance.
- (iii) Suitable arrangements shall be made for the collection and disposal of garbage.

18. Accommodation in dining hall:

- (1) The dining hall shall accommodate at a time, at least 30% of the contract labour working at a time.
- (2) The floor area of the dining hall excluding the area occupied per dinner to be accommodated shall as prescribed in sub-rule (1).
- (3) (i) A portion of the dining hall and service counter shall be partitioned and reserved for women workers, in proportion to their numbers (ii) Washing places for women shall be separate and screened to secure privacy.
- (4) Sufficient table, stools, chairs or benches shall be available of the number of dinners 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 conditions.
- (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.
- (i) Suitable facilities including and 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 of food stuffs, beverages and any other item served in the canteen shall be based on 'no profit, no loss' and shall be conspicuously displayed in the canteen.

22. Canteen to be run on 'No profit no loss' basis:

In deriving the prices of food stuffs and other articles served in the canteen, the following items shall not be taken into consideration as expenditure namely.

- (a) The rent for the land and building.
- (b) The depreciation and maintenance charges for the building and equipment provided for in the canteen.
- (c) The cost of purchase, repairs, and replacement of equipment including furniture, crockery, cutlery and utensils.
- (d) The water charges and other charges incurred for lighting and ventilation.
- (e) The interest on the amount spent on the provisions and maintenance of furniture and equipment provided for in the canteen.

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 necessary of adhering 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 Account 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 size or the location of the canteen.

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

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

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

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

(CLAUSE-59) Price Variation Clause:

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

~~The price variation shall be based on the latest Monthly wholesale price index declared by office of Economic Advisor to GOI, Ministry of Commerce & Industries. Price Index is available on web site: <http://eaindustry.nic.in> The amounts payable/recoverable to/from the contractors for the work done involving use of HR Coil when these materials are not supplied by the Government as per Schedule A, price shall be adjusted for increase or decrease in the rates of these materials as under:~~

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

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

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

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

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

~~Where:~~

~~A = Difference of Amount payable or recoverable~~

~~B = Star rate of HR Coil (HRC), as mentioned in above table. If in future GWSSB publishes SOR with GST then also for the purpose of B, Star rate will be taken after stripping GST component from the star rate as~~

taken in such SOR.

- ~~C1 = The (quarterly) average corresponding index for HR Coil (HRC) for the, quarter under consideration i.e., as on date which is offered for pipe inspection. (Wholesale Price Index (WPI) for HR Coil (HRC) as issued by Economic Advisor, Ministry of Commerce and Industries)~~
- ~~C0 = Wholesale Price index of HR Coil (HRC) as on last date of online bid submission (i.e. last date of online submission as per the n-procure website log), as published by office of Economic Advisor to GOI, Ministry of Commerce & Industries on <http://eaindstry.nic.in>.~~
- ~~D = Qty. in MT of Mild Steel Pipes (weight of Bare pipes only) actually Supplied on site during the month supported with documents.~~
- ~~* = Means multiplication~~

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

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

~~The quarter referred to in all the above formula shall mean the quarter of the calendar year January to March, April to June, July to September and October to December. Even if the tenders are opened in the middle of a quarter, the average index for the calendar quarter will be considered. The same principle would apply for identifying the quarter when the work is~~

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

- ~~1. No ceiling for escalation for difference in the cost of Hot Rolled Coil (HRC) will be applicable.~~
- ~~2. This clause shall be operative from the date of Signing of Agreement and up to the expiry of original time limit of Tender and extended time limit if Liquidated damage is not imposed.~~
- ~~3. This formula shall be used only for MS Pipeline for calculating Price Variation.~~
- ~~4. Price Variation (payable/Recoverable) on Extra and Excess Items shall be allowed upto increase of 10% (due to Excess+Extra) of overall total length of respective type of pipelines (PVC or DI or MS or HOPE) mentioned in BOQ of the tender.~~

5. ~~If the time limit is extended without penalty, then in such case price variation (positive/negative) on the pipes shall be applicable restricted to the Bill of Quantities mentioned in tenders plus Excess and Extra subject to Clause 4 above. For that part of the extended time for completion, wherein delay is attributable to contractor for the quantities procured during such time period, no positive price variation (Extra payable to contractor) shall be admissible~~
- ~~but negative price variation (Recovery against quoted price) shall be admissible. For this purpose, days on which penalty is imposed shall be counted backwards from the actual date of completion.~~
6. ~~Price Variation shall be calculated by concern Division office and shall be verified by paying Authority prior to making payment.~~
7. ~~The final amount of variation payable & recoverable shall be calculated only on basis of final publication of WPI on Website: <http://eaindustry.nic.in>~~
8. ~~In case of any discrepancy/dispute regarding application of price variation clause, decision of Concerned Chief Engineer shall be final and binding to the contractor~~

~~b) PRICE VARIATION FOR DUCTILE IRON PIPES:~~

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

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

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

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

~~Where:~~

P	=	Effective New Price Considering Variation in Rs. / Mtr.																					
R₀	=	<p>Value of R₀ for DI K 7 pipe as mentioned in GWSSB SOR-2022-2023# are as below:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th><th>Size (In-mm)</th><th>Rupees/ Mtr. (SOR-2022-23) #</th></tr> </thead> <tbody> <tr> <td>1.</td><td>350</td><td></td></tr> <tr> <td>2.</td><td>400</td><td></td></tr> <tr> <td>3.</td><td>450</td><td></td></tr> </tbody> </table> <p>Value of R₀ for DI K 9 pipe as mentioned in GWSSB SOR-2022-2023# are as below:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th><th>Size (In-mm)</th><th>Rupees/ Mtr. (SOR-2022-23) #</th></tr> </thead> <tbody> <tr> <td>1</td><td>300</td><td></td></tr> <tr> <td>2</td><td>350</td><td></td></tr> </tbody> </table>	Sl. No.	Size (In-mm)	Rupees/ Mtr. (SOR-2022-23) #	1.	350		2.	400		3.	450		Sl. No.	Size (In-mm)	Rupees/ Mtr. (SOR-2022-23) #	1	300		2	350	
Sl. No.	Size (In-mm)	Rupees/ Mtr. (SOR-2022-23) #																					
1.	350																						
2.	400																						
3.	450																						
Sl. No.	Size (In-mm)	Rupees/ Mtr. (SOR-2022-23) #																					
1	300																						
2	350																						
I₁	=	Current Monthly Wholesale Price Index of Pig Iron as per price variation effect on the date of Inspection of pipe Offered																					
I₀	=	Monthly Wholesale Price Index of PIG Iron given as Base Index as on last date of online bid submission (i.e. last date of online submission as per the n-procure website log). as published by office of Economic Advisor, on website http://eaindustry.nic.in																					
R₁	=	Approved rate of Consolidated Item of Contractor																					

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

Condition for variation in prices of DUCTILE IRON PIPES:

1. No ceiling for escalation for difference in the cost of DI Pipe will be applicable.
2. This clause shall be operative from the date of Signing of Agreement and up to the expiry of original time limit of Tender.
3. The contractor shall have to give undertaking at the time of claiming their bills for price variation as under:

- ~~"We hereby certify that the Pig Iron of the DI Pipes for which the bill preferred is not purchased through any Government or Semi Government undertaking at the concession rate".~~
- ~~4. Price Variation (payable/Recoverable) on Extra and Excess Items shall be allowed upto increase of 10% (due to Excess+Extra) of overall total length of respective type of pipelines (PVC or DI or MS or HOPE) mentioned in BOQ of the tender.~~
 - ~~5. If the time limit is extended without penalty, then in such case price variation (positive/negative) on the pipes shall be applicable restricted to the Bill of Quantities mentioned in tenders plus Excess and Extra Subject to Clause 4 above. For that part of the extended time for completion, wherein delay is attributable to contractor for the quantities procured during such time period, no positive price variation (Extra payable to contractor) shall be admissible but negative price variation (Recovery against quoted price) shall be admissible. For this purpose, days on which penalty is imposed shall be counted backwards from the actual date of completion.~~
 - ~~6. Price Variation shall be calculated by concern Division office and shall be verified by paying Authority prior to making payment.~~
 - ~~7. This formula shall be used only for DI Pipeline for calculating Price Variation.~~
 - ~~8. This clause will be applied to the work irrespective of the cost of the work.~~
 - ~~9. The final amount of variation payable I recoverable shall be calculated only on basis of final publication of WPI on Website: <http://eaindustry.nic.in>~~
 - ~~10. In case of any discrepancy/dispute regarding application of price variation clause, decision of Concerned Chief Engineer shall be final and binding to the contractor.~~

Guidelines:

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

~~c) PRICE VARIATION FOR uPVC PIPES:~~

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

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

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

Where:

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

Note: Price of PVC resin per tonne shall be considered after deducting regional subsidy if any declared by the RIL.

Condition for variation in prices of uPVC PIPES:

1. No ceiling for escalation for difference in the cost of uPVC Pipe will be applicable.
2. This clause shall be operative from the date of Signing of Agreement and up to the expiry of original time limit of Tender.
3. The contractor shall have to give undertaking at the time of claiming their bills for price variation as under:
"We hereby certify that the uPVC resin of the uPVC Pipes for which the bill preferred is not purchased through any Government or Semi Government undertaking at the concession rate"
4. Price Variation (payable/Recoverable) on Extra and Excess Items shall be allowed upto increase of 10% (due to Excess+Extra) of overall total length of respective type of pipelines (PVC or DI or MS or HOPE) mentioned in BOQ of the tender.

- ~~5. If the time limit is extended without penalty, then in such case price variation (positive/negative) on the pipes shall be applicable restricted to the Bill of Quantities mentioned in tenders plus Excess and Extra Subject to Clause 4 above. For that part of the extended time for completion, wherein delay is attributable to contractor for the quantities procured during such time period, no positive price variation (Extra payable to contractor) shall be admissible but negative price variation (Recovery against quoted price) shall be admissible. For this purpose, days on which penalty is imposed shall be counted backwards from the actual date of completion.~~
- ~~6. Price Variation shall be calculated by concern Division office and shall be verified by paying Authority prior to making payment.~~
- ~~7. This formula shall be used only for uPVC Pipeline for calculating Price Variation.~~
- ~~8. This clause will be applied to the work irrespective of the cost of the work.~~
- ~~9. The final amount of variation payable I recoverable shall be calculated only on basis of final publication of resin rate announced by IPCL.~~
- ~~10. In case of any discrepancy/dispute regarding application of price variation clause, decision of Concerned Chief Engineer shall be final and binding to the contractor.~~

~~d) PRICE VARIATION FOR HDPE PIPES:~~

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

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

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

—where:

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

Condition for variation in prices of HDPE PIPES:

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

- ~~Subject to Clause 4 above. For that part of the extended time for completion, wherein delay is attributable to contractor for the quantities procured during such time period, no positive price variation (Extra payable to contractor)~~
- ~~shall be admissible but negative price variation (Recovery against quoted price) shall be admissible. For this purpose, days on which penalty is imposed shall be counted backwards from the actual date of completion.~~
- ~~6. Price Variation shall be calculated by concern Division office and shall be verified by paying Authority prior to making payment.~~
- ~~7. This formula shall be used only for uPVC Pipeline for calculating Price Variation.~~
- ~~8. The final amount of variation payable & recoverable shall be calculated only on basis of final publication of resin rate announced by IPCL.~~
- ~~9. In case of any discrepancy/dispute regarding application of price variation clause, decision of Concerned Chief Engineer shall be final and binding to the contractor.~~

(CLAUSE -60) 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, ay, foot-way, guards, fences, caution notice etc. as far as the same may be rendered necessary by reasons of the work for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and the public and shall remain responsible for any accidents that may occur on account of his failure to take proper & timely precautions.
- (b) All the arrangements made for fencing and lighting shall be maintained by the contractor through the currency of the contract till the physical taking over of the work by department.

(CLAUSE -61) Liability of Accidents to Persons:

Responsibilities and liabilities of the contractor under workmen's compensation act are give in clause-37 in addition following shall also apply: (a) On the occurrence of an accident, which result in death of workmen employed by the contractor or which is so serious as is likely to result in death of any such

workmen, the contractor, shall within 24 hours of happening of such accident(s) intimate, in writing to the Engineer-in-charge the fact of such accident(s). The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Government as a consequence of Government's failure to give notice under the workmen's compensation act or otherwise to conform to the provisions of the said act in regard to such accident(s) (b) in the case of an accident, in respect of which compensation may become payable under workmen's compensation Act, whether by the contractor or by the Government as principal Employer, it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the contractor, such sum or sum of money as may, in the opinion of the Engineer-in-charge, be sufficient to meet such a liability. The opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.

(CLAUSE -62) Access to site and work on site:

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

(CLAUSE -63) Reports Regarding Labour:

The contractor shall submit the following reports to the Engineer-in-charge:

- (i) A daily report in the suitable format 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 and 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 obligation under the contract.

- (ii) A classified weekly return in the suitable form of the number of person employed on the works during the preceding week.
- (iii) A weekly return in the suitable form showing the health of the contractor's camp, the number of person's ill of in capacities and the nature of their illness.
- (iv) A report of any accident, which may have occurred, to be sent within 24 hours of the occurrence.
- (v) Such other report as may be prescribed.

(CLAUSE -64) Treasure Trove:

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

The contract shall take all reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or things, immediately after the discovery thereof the before removal acquaint the Engineer-in-charge with such discovery and carry out his orders for the disposal of the same.

(CLAUSE -65) Indemnity:

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

(CLAUSE -66) Insurance of Labourers:

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

(CLAUSE -67) 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 or any part of the work, the contractor, on being required to rectify such errors by the Engineer-in-charge shall at his own expense do so to the satisfaction of the Engineer-in-charge. If however, such error is based on incorrect data supplied in writing by the Engineer-in-charge, the expenses of rectifying the same shall be borne by the Department. The checking of and setting out of any line or level by the Engineer-in-charge or his representative shall not in any way, relieve the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all bench-marks, site-nails, pegs and other things used in setting out of the work(s).

(CLAUSE -68) 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 authorized representative in token of its correctness.

(CLAUSE -69) Materials and Works Test Register:

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

(CLAUSE -70) Progress Schedule:

- (a) The contractor shall furnish within one month (unless extended by the Engineer-in-charge) of the order to start the work, the progress schedule in quadruplicate indicating the date of starting, the monthly expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The

schedule should be framed keeping requirement of the clause-2 of tender form in view and be such as in practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have to approval of the Engineer-in-charge. Further, the dates for the progress, as in this schedule shall be adhered to.

- (a) In case it is found necessary, at any stage to alter the schedule the contractor shall submit in good, time a revise schedule incorporating necessary modification proposed and get the same approved from the Engineer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Engineer-in-charge is further empowered to ask for more derailed schedule or schedules, any week by week for any item or items and the contractor shall supply the same as and when asked for.
- (b) The Engineer-in-charge shall have at all times the right without in any way vitiating this contract forming grounds for any claim, to alter the order of the work of any part thereof and the contractor shall after receiving such direction, proceed in the order directed. The contractor shall also revise the progress, schedules accordingly and submit four copies of the revised schedule to the Engineer-in-charge within seven days of the said Engineer's direction to alter the order of works.
- (c) The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress-schedule. The working and shift hours shall comply with all the Government regulations in force and shall be such, as may be approved by the Engineer-in-charge and the same not be varied without the prior approval of Engineer-in-charge.
- (d) The contractor shall from time to time, as may be required by the Engineer-in-charge, furnish the Engineer-in-charge with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Engineer-in-charge may, if he considers necessary at any time advice alternation in the same, which the contractor shall adopt on notice thereof.
- (e) The progress schedule(s) shall be in the form of progress chart, forms, statements, and/ or reports as may be approved by the Engineer-in-charge.

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

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

(CLAUSE -71) Secured Advance : Deleted

(CLAUSE -72) Advance Payment : Deleted

(CLAUSE -73) Advance against Machineries : Deleted

(CLAUSE -74) Mobilization Advance:

The employer shall make payment of advance with 12% interest per annum to facilitate mobilization on the part of the contractor not exceeding 10% of the contract value against unequivocal and unconditional bank guarantee. Such advance will be paid in two installments as under;

- (a) 5% of the construction contract price shall be payable on signing the agreement and against unequivocal and unconditional bank guarantee issued by a shortlisted bank as per N.I.T having its branch at Ahmedabad or Gandhinagar.
- b) Balance 5% of construction contract price shall be payable after one month of actual mobilization of men, machinery and equipment on site, and part procurement of pipes, against unequivocal and unconditional bank guarantee issued by a shortlisted bank as per N.I.T having its branch at Ahmedabad or Gandhinagar

The recovery of the advance shall start at the time when the contractor's billing amount reaches 25% of the construction contract price and the total recovery shall be effected by 90% of the construction contract time in equal installments.

(CLAUSE -75) License for contract labour

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

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

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

(Clause: 77): Recover of Sales Tax

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

(Clause: 78): Building and other construction works welfare cess (Labour cess)

As per Building and other construction works welfare cess act and the provision under Rule No.5 of the rules of 1998 of Gujarat State, the 1% cess shall be recovered from the running account bill of the contractor.

SPECIAL CLAUSE

(A) ROYALTIES

The Contractor shall be liable to pay the royalty of the quarried materials /minerals used in the construction of works at the rates specified in the Narmada Water Resources, Water Supply & Kalpsar Dept. Resolution No. GEN-2010-595-(6) – M.I cell (k-1) Dtd.29/4/11 (Gujarati version, Copy enclosed) and shall be recovered from the running bills of the work from time to time to time and remaining amount if any shall be recovered from the final bill before releasing the security deposit of the work.

The contractor shall furnish the statement showing the quantity of quarried materials / minerals from whom purchased (with full address of the seller) and copies of the bills for purchase to the Executive Engineer of the in charge of the work. The contractor shall also furnish such additional information as regards royalty payments to the competent authority.

(B) GENERAL DESIGN OBLIGATIONS:

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

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

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

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

If the contractor has quoted unbalanced rates for items i.e. more than 10 (ten) percent of the overall percentage of accepted tender. The payment of such items in the running bills will be made at estimated rate of that item plus or minus overall variation percentage of the accepted tender plus five percent of the estimated rate of that item, the balance amount as per accepted tender rate will be withheld from running bills and will be released as per R&B Department Circular no PARCH/102008/(61)C dated 03-05-2013. No interest will be payable for such withheld amount (R&B Department Circular no .PARCH/102008/(61) dated 27-11-2008) .

(D) Implementation of Gujarat State Purchase Policy - 2016:

All the Equipment/Instrument/Pipes etc. should be manufactured in India, as per "MAKE IN INDIA" policy of Government of India and Gujarat state Purchase Policy-2016 Resolution No. SPO/102015/691093/ch dated 03-06-2016 (issued by Government of Gujarat, Industries and Mines department). (Gujarati version, Copy enclosed as Annexure-6)

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

- a. AB/C May 1.2/2010-11, File No. 25/3095/2011-3959, Dated: 16.06.2011 issued by GWSSB "JalSevaBhavan" Sctor-10-A, Gandhinagar, Gujarat.
- b. Gen. 2010-595 (6) MIL (K-1), Dated: 29.04.2011, issued by NWRWS & Kalpsar Division, Gujarat.
- c. No: Material: cell/L/C/General/34, Dated: 21.01.2010 issued by GWSSB "JalSevaBhavan" Sctor-10-A, Gandhinagar, Gujarat.
- d. Central Excise Notification No. 26/2009-CE dated 4-12-2009 and Notification No.12/2012 CE dated 17-03-2012 and it's subsequent Amendment Notification issued from time to time.
- e. **Annexure 1**-Integrity pact to be signed by the contractor.

- f. **Annexure 2-**Insurance of work to be taken during execution of the contract if awarded.
- g. **Annexure 3-** GR. No :EMD/10/2015/508/DMO,Date:27/04/2016 (Enclosed) mentioning the list of banks from which the SD/EMD shall be accepted.
- h. **Annexure 4-** R&B Department Circular no .PARCH/102008/(61) dated 27-11-2008 and R&B Department Circular no .PARCH/102008/(61) dated 03-05-2013.
- i. **Annexure-5 -** Circular no. vigilance cell/inspection note/188 dated 19/3/2012 of Member Secretary, GWSSB, Gandhinagar (copy of circular in Gujarati version is attached)
- j. **Annexure 6-** Gujarat state Purchase Policy-2016 Resolution No. SPO/102015/691093/ch dated 03-06-2016

રાજ્યમાં બાંધકામ માટે વપરાતા ગૌણ
ખનિજોની રોયલ્ટીની વસુલાત અંતિમ
વપરાશકાર પાસેથી કરવા બાબત

ગુજરાત પાણી પુરવઠા અને ગટર વ્યવસ્થા બોર્ડ

"જલસેવા ભવન" સે.૧૦-એ ગાંધીનગર.

પરિપત્ર નં. એબી/સીમે-૧-૨/૨૦૧૦-૧૧/ફા.નં.૨૫/૩૦૯૫/સને ૨૦૧૧ ૩૬૫૮
તા. ૧૬/૬/૨૦૧૧

વંચાણે લીધા :- (૧) ગુજરાત પા.પુ. અને ગ.વ્ય.બોર્ડ ગાંધીનગરનો પરિપત્ર નં.

P.H.W.On. MODASA
Inward No. 2499
Date: 20/5/11
E.E.:
D.A.:
H.C.:
Marking

એબી/ સીમે-૧-૨/૨૦૧૦-૧૧/ફા.નં.૨૫/૩૦૯૫/સને ૨૦૧૧
તા. ૧૨-૫-૨૦૧૧

(૨) ગુજરાત સરકારના નર્મદા, જળસંપત્તિ, પા.પુ. અને કલ્પસર
વિભાગ, સચિવાલય, ગાંધીનગરના ઠરાવ ક્રમાંક જીઇએન-
૨૦૧૦-૫૯૫-(૬)એમઆઇસેલ (ક-૧) તા. ૨૯-૪-૨૦૧૧

ગુજરાત પાણી પુરવઠા અને ગટર વ્યવસ્થા બોર્ડ ગાંધીનગરના સંદર્ભ-૧
હેઠળના પરિપત્રથી બાંધકામ માટે વપરાતા ગૌણ ખનિજોની રોયલ્ટી બાબતે
કાર્યવાહી કરવા સુચનાઓ પરિપત્રિત કરવામાં આવેલ છે.

ત્યારબાદ ગુજરાત સરકારના નર્મદા, જળસંપત્તિ, પા.પુ. અને કલ્પસર
વિભાગ, સચિવાલય, ગાંધીનગરના સંદર્ભ-૨ હેઠળના ઠરાવથી (નકલ સામેલ છે)
બાંધકામમાં વપરાતા ગૌણ ખનિજોની રોયલ્ટીની વસુલાત અંતિમ વપરાશકાર
પાસેથી કરવા બાબતે કાર્યપદ્ધતિ ઠરાવવામાં આવેલ છે જે મુજબ બોર્ડ હસ્તકની
ક્ષેત્રિય કચેરીઓમાં અમલ કરવા નકકી થયેલ હોઇ નીચે મુજબની કાર્યપદ્ધતિનો
અમલ કરવાનો રહે છે.

(૧) હાલમાં બાંધકામમાં વપરાતા નીચેના ખનિજો માટે આ કામે પદ્ધતિનો
અમલ કરવાનો રહેશે.

- સાદી રેતી/માટી/કંકર/ગ્રેવલ
- બ્લેક ટ્રેપ (કપચી, ગ્રીટ, મેટલ, રબલ, વિગેરે)
- બિલ્ડીંગ સ્ટોન/લાઇમ સ્ટોન/સેન્ડ સ્ટોન/કવાર્ટઝાઇટ

- સોફ્ટ મુરમ/હાર્ડ મુરમ
- ઇટ માટી/ઇટ

(૨) રોયલ્ટીની વસુલાત માટેની કાર્યપદ્ધતિ

સરકારી બાંધકામોમાં વપરાતા ગૌણ ખનિજોની રોયલ્ટી વખતો વખત ચુકવાતા રનીંગ બીલમાંથી કપાત કરવાની રહેશે અને આખરી બીલમાંથી બાકી રહેતી તમામ રોયલ્ટીની રકમની વસુલાત જે તે ઠેકેદારની સીક્યોરીટી ડીપોઝીટ છુટી કરતા પહેલાં જે તે સંલગ્ન વિભાગે વસુલવાની રહેશે સરકારશ્રીને બાંધકામમાં વપરાયેલ ખનિજોની પુરેપુરી રોયલ્ટી મળી રહે તે માટે પરિશિષ્ટ-૧ માં જણાવેલ દર અનુસાર મુજબ કપાત કરવાની રહેશે.

ઉપરોક્ત વસુલાત કરેલ રોયલ્ટીની રકમ નીચેના સદરે સમય મર્યાદામાં સબમિટ વિભાગે જમા કરાવવાની રહેશે.

૦૮૫૩-નોન ફેરસ માઇનીંગ એન્ડ મેટલર્જીકલ ઇન્ડસ્ટ્રીઝ

૧૦૨- મીનરલ કન્સેશન ફી, રેન્ટ એન્ડ રોયલ્ટી

૦૧ - રીસીપ્ટ અન્ડર ગુજરાત માઇનોર મીનરલ રૂલ્સ-૧૯૬૬

- (૩) બાંધકામોમાં વપરાતા ગૌણ ખનિજોના પ્રવર્તમાન રોયલ્ટી દર પરિશિષ્ટ-૧ માં દર્શાવેલ છે.
- (૪) રાજ્ય સરકાર દ્વારા ગૌણ ખનિજોના રોયલ્ટી દરોની જયારે જયારે ફેરવિચારણા થશે ત્યારે તે મુજબના દરે રોયલ્ટી વસુલ/કપાત કરવાની રહેશે.
- (૫) સરકારી, અર્ધસરકારી કામોમાં વપરાયેલ ગૌણ ખનિજોની કપાત કરેલ રોયલ્ટીની વિગત પરિશિષ્ટ-૨ માં દર માસે ૧૦ તારીખ સુધીમાં જે તે સંબંધિત કચેરીએ ભૂસ્તર વિજ્ઞાન અને ખનિજ ખાતાની સંલગ્ન જીલ્લા કચેરીને મોકલી આપવાની રહેશે.
- (૬) આ કાર્યપદ્ધતિની તા. ૧-૪-૨૦૧૧ પછીના ડ્રાફ્ટ ટેન્ડર પેપર્સમાં જોગવાઈ કરવાની રહેશે અને તે પહેલાંના કામોને લાગુ પડશે નહીં અને આવા કામોમાં હાલની એડવાન્સ પ્રથા મુજબ નિયમોનુસાર ખનિજો મેળવી ઉપયોગ કરવાનો રહેશે.

જા.આ.બાંધકામ વિભાગ
ગુ.પા.પુ. અને ગ.વ્ય. બોર્ડ
મોડાસા.



1. 6. 11

ખનિજોની રોયલ્ટીની વસુલાત અંતિમ
વપરાશકાર પાસેથી કરવા બાબત"

ગુજરાત સરકાર,
નર્મદા, જળસંપત્તિ, પાણી પુરવઠા અને કલ્પસર વિભાગ,
ઠરાવ ક્રમાંક-જીઈએન-૨૦૧૦-૫૯૫-(૬)-એમઆઈસેલ (ક-૧),
સચિવાલય, ગાંધીનગર.

તા. ૧૪/૨૦૧૧.

29 APR 2011

વંચાણે લીધા:-

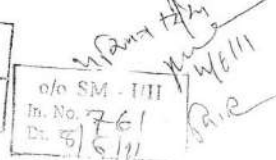
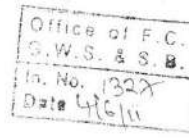
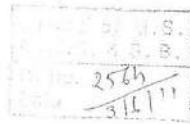
- (૧) ઉદ્યોગ અને ખાણ વિભાગ, સચિવાલય, ગાંધીનગર પરિપત્ર ન.એનસીઆર-૧૦૯૦-૩૦૮૩-છ
તા.૧૨-૧-૧૯૯૪.
- (૨) ઉદ્યોગ અને ખાણ વિભાગ, સચિવાલય, ગાંધીનગર પરિપત્ર ન.એનસીઆર-૧૦૯૦-૩૦૮૩-છ
તા.૯-૫-૧૯૯૪.

ઠરાવ:-

રાજ્ય સરકારે સપ્ટેમ્બર-૨૦૦૩ માં જાહેર કરેલ ખનિજ નીતિ અનુસાર ખનિજ જથ્થાની
રોયલ્ટી પુરપૂરી મળી રહે તે માટે રસ્તા અને મકાન, સિચાઈ, પંચાયત, નિગમો વિગેરેના
ઠેકેદારોના કામોના બિલોમાંથી સીધી કપાત કરવાની પ્રથા અમલમાં મૂકવાની જાહેરાત કરાયેલ
છે. રાજ્ય સરકારશ્રીના પરિપત્ર તા.૯-૫-૧૯૯૪ મુજબ ઠેકેદારોએ વપરાશ કરેલ ખનિજ જથ્થા
મુજબના રોયલ્ટીના આધાર/પુરાવાની ચકાસણી કરી સંલગ્ન ભૂસ્તર વિજ્ઞાન અને ખનિજ
ખાતાની જિલ્લા કચેરીઓ દ્વારા "નો ડયુ" પ્રમાણપત્ર આપવાની પ્રથા અમલમાં છે. ઠેકેદારો દ્વારા
નો ડયુ સર્ટિફિકેટ રજૂ થયા બાદજ સિક્યોરીટી ડીપોઝીટ છૂટી કરવામાં આવે છે. ઉપરોક્ત
પદ્ધતિમાં વિલંબ થતો નિવારવા હાલમાં પરિપત્ર તા.૧૮-૮-૨૦૦૯થી ઝડપી ચકાસણી કરી
તાત્કાલિક આવું પ્રમાણપત્ર આપવાની જોગવાઈઓ કરેલ છે.

હાલની પદ્ધતિ પારદર્શક અને સરળ બનાવવા અને બાંધકામમાં વપરાતા ગૌણ
ખનિજની રોયલ્ટી પૂરેપૂરી મળી રહે તે માટે તા.૧-૭-૨૦૧૦ ના રોજ માન. મુખ્ય મંત્રીશ્રીના
અધ્યાક્ષસ્થાને મળેલ બેઠકમાં થયેલ સૂચન મુજબ રાજ્યમાં મળી આવતાં ગૌણ ખનિજોની રોયલ્ટી
લીઝ ધારક પાસેથી ન લેતાં અંતિમ વપરાશકાર (End user) પાસેથી લેવામાં આવે તો

CAHWKN95.doc



બાંધકામના ઠેકેદારો વિગેરેને કામમાં સરળતા રહેશે. સરકારી બાંધકામોમાં રોયલ્ટી, વખતો વખત ચુકવાતા બિલોમાંથી કપાત કરી (At source) વસુલાત કરવાનું નક્કી કરવામાં આવેલ હતું. જે ધ્યાને લઈ સરકાર દ્વારા પુખ્ત વિચારણાને અંતે નીચે મુજબની કાર્યપદ્ધતિનો અમલ કરવા ઠરાવવામાં આવે છે.

૧. હાલમાં બાંધકામમાં વપરાતા નીચેના ખર્ચો માટે આ કાર્યપદ્ધતિનો અમલ કરવાનો રહેશે.

- સાદી રેતી/ માટી/ કંકર/ ગ્રેવલ
- બ્લોકટ્રેપ (કપચી, ગ્રીટ, મેટલ, રબલ, વિગેરે)
- બિલ્ડીંગ સ્ટોન/ લાઈમસ્ટોન/ સેન્ડસ્ટોન/ક્વાર્ટઝાઈટ
- સોફ્ટ મુરમ/ હાર્ડ મુરમ
- ઈંટ માટી/ ઈંટ

૨. રોયલ્ટી વસુલાત માટેની કાર્યપદ્ધતિ:-

સરકારી બાંધકામમાં વપરાતા ગૌણ ખર્ચોની રોયલ્ટી વખતો વખત ચુકવાતા રનીંગ બીલમાંથી કપાત કરવાની રહેશે અને આખરી બીલમાંથી બાકી રહેતી તમામ રોયલ્ટીની રકમની વસુલાત જે તે ઠેકેદારની સીક્યોરીટી ડિપોઝીટ છુટી કરતાં પહેલાં જે તે સંલગ્ન વિભાગે વસુલવાની રહેશે. સરકારી બાંધકામમાં વપરાયેલ ખર્ચોની પુરેપુરી રોયલ્ટી મળી રહે તે માટે પરિશિષ્ટ-૧માં જણાવેલ દર અનુસાર મુજબ કપાત કરવાની રહેશે.

ઉપરોક્ત વસુલાત કરેલ રોયલ્ટીની રકમ નીચેના સદરે સમય મર્યાદામાં સંબંધિત વિભાગે જમા કરાવવાની રહેશે.

૦૮૫૩ - નોન ફેરસ માઈનીંગ એન્ડ મેટલર્જીકલ ઈન્ડસ્ટ્રીઝ

૧૦૨ - મીનરલ કન્સેશન ફી, રેન્ટ એન્ડ રોયલ્ટી

૦૧ - રીસીપ્ટ અન્ડર ગુજરાત માઈનોર મીનરલ રૂલ્સ-૧૯૬૬

૩. બાંધકામમાં વપરાતા ગૌણ ખર્ચોના પ્રવર્તમાન રોયલ્ટી દર પરિશિષ્ટ-૧ માં દર્શાવેલ છે.

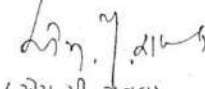
૪. રાજ્ય સરકાર દ્વારા ગૌણ ખર્ચોના રોયલ્ટી દરોની જ્યારે જ્યારે ફેરવિચારણા થશે ત્યારે તે મુજબના દરે રોયલ્ટી વસુલ/ કપાત કરવાની રહેશે.

૫. સરકારી, અર્ધસરકારી કામોમાં વપરાયેલ ગૌણ ખર્ચોની કપાત કરેલ રોયલ્ટીની વિગત પરિશિષ્ટ-૨ માં દર માસે ૧૦ તારીખ સુધીમાં જે તે સંબંધિત કચેરીએ ભુસ્તર વિજ્ઞાન અને ખનિજ ખાતાની સંલગ્ન જીલ્લા કચેરીને મોકલી આપવાની રહેશે.

CAHWKN95.doc

સાચી રીતે વ્યવસ્થા કરવામાં આવેલા પાણીના કોષ્ટક દર્શાવેલ પાણીમાં જાગવાઈ કરવાની રહેશે અને તે પહેલાના કામોને લાગુ પડશે નહીં અને આવા કામોમાં હાલની એડવાન્સ રોયલ્ટી પ્રથા મુજબ નિયમોનુસાર ખર્ચો મેળવી ઉપયોગ કરવાનો રહેશે.

ગુજરાત રાજ્ય સરકારના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,


(એમ. પી. પટેલ)

ખાસ ફરજ પરના અધિકારી (સિ.ચો.)

નર્મદા, જળસંપત્તિ, પાણી પુરવઠા અને કલ્પસર વિભાગ,
ગાંધીનગર.

પ્રતિ,

- માન. મંત્રીશ્રી (જસં.)ના અંગત સચિવશ્રી, ન.જ.સં.પા. પુ. અને ક. વિ. સચિવાલય, ગાંધીનગર.
- માન. રાજ્યકક્ષા મંત્રીશ્રી(જસં.)ના અંગત સચિવશ્રી, ન.જ.સં.પા.પુ.અને ક.વિ. સચિવાલય,ગાંધીનગર.
- માન. સંસદીય સચિવશ્રી(જસં.) ના અંગત સચિવશ્રી, ન.જ.સં.પા.પુ.અને ક.વિ. સચિવાલય,ગાંધીનગર
- સચિવશ્રી (જસં.) ના અંગત સચિવશ્રી, ન.જ.સં.પા.પુ.અને ક.વિ. સચિવાલય,ગાંધીનગર.
- ખાસ સચિવશ્રી (જસં.) ના અંગત સચિવશ્રી, ન.જ.સં.પા.પુ.અને ક.વિ. સચિવાલય,ગાંધીનગર
- સર્વે મુખ્ય ઈજનેરશ્રી અને અધિક સચિવશ્રી, ન.જ.સં.પા.પુ.અને ક.વિ. સચિવાલય,ગાંધીનગર
- વહીવટી સંચાલકશ્રી, જળસંપત્તિ વિકાસ નિગમ લી. ગાંધીનગર.
- મુખ્ય ઈજનેર અને નિયામકશ્રી, જળ અને જમીન વ્યવસ્થાપન સંસ્થા, આણંદ.
- મુખ્ય ઈજનેર અને નિયામકશ્રી, ગુજરાત ઈજનેરી સંશોધન સંસ્થા, વડોદરા.
- સર્વે તાંત્રિક અધિકારી, ન.જ.સં.પા.પુ.અને ક.વિ. સચિવાલય,ગાંધીનગર
- સર્વે અધિક્ષક ઈજનેરશ્રીઓ, ન.જ.સં.પા.પુ.અને ક.વિભાગ.
- સર્વે શાખાઓ ન.જ.સં.પા.પુ.અને ક.વિભાગ, સચિવાલય, ગાંધીનગર.
- સિલેક્ટ ફાઇલ

CAHWKN95.doc

પરિશિષ્ટ - ૧

બાંધકામમાં વપરાતા ગૌ ખનીજોના રોયલ્ટીના દર:- (તા.૧૫-૧-૨૦૧૦ ની અસરથી)

અ.નં.	ખનિજનું નામ	રોયલ્ટી દર પ્રતિ મે. ટન
૧	ગૌણ ખનિજ લાઈમસ્ટોન (અ) ડ્રેસ બ્લોક (બ) રબલ (ક) મેટલ	૩૦
૨	બ્લેક ટ્રેપ (અ) રબલ (બ) કપચી (ક) મેટલ (ડ) ગ્રીટ	૨૫
૩	સેન્ડ સ્ટોન (અ) ડ્રેસ બ્લોક (બ) રબલ (ક) મેટલ	૩૦
૪	ક્વાર્ટાઈઝ	૨૦
૫	સામાન્ય રેતી	૧૨
૬	કંકર	૧૨
૭	સામાન્ય માટી	૧૨
૮	સોફ્ટ મુરમ	૧૨
૯	હાર્ડ મુરમ	૨૦
૧૦	ગ્રેવલ	૧૫
૧૧	બિલ્ડીંગ સ્ટોન (અ) રાજુલા બિલ્ડીંગ સ્ટોન (બ) ધ્રાંગધ્રા સેન્ડ સ્ટોન(બિલ્ડીંગ સ્ટોન તરીકે ઉપયોગ) (ક) રાયોલાઈટ (બાંધકામ માટે ઉપયોગી)	૩૦
૧૨	અન્ય બાંધકામના ખનિજો	૩૦

CAJTWKN95.doc

પરિશિષ્ટ - ૨

૦૧/૧૬

સરકારી/ અર્ધસરકારી બાંધકામમાં વપરાયેલ ગૌણ ખનિજોની દર માસે રોયલ્ટીની વિગત દર્શાવતું પત્રક:-

૧. કચેરીનું નામ:-.....

૨. માસ/ વર્ષ.....

અં.નં.	કોન્ટ્રાક્ટરનું નામ અને સરનામું	કામનું નામ	વર્ક ઓર્ડર નંબર તારીખ અને કામની વિગત	વપરાયેલ ખનિજ જથ્થાની રોયલ્ટી/ ખનિજ કિંમતની વિગત						નોંધ
				ખનિજનું નામ	જથ્થો મે. ટન	રોયલ્ટી નો દર	રોયલ્ટી/ ખનિજ કિંમતની રકમ રૂ. માં	ચલણ નંબર	તારીખ	
૧	૨	૩	૪	૫	૬	૭	૮	૯	૧૦	૧૧

કુલ રૂ.....

ઓડિટ અધિકારીની સહી અને હોદ્દો

નંબર

તારીખ

સંબંધિત અધિકારીની સહી/ હોદ્દો

પ્રતિ,


મદદનીશ ભુસ્તરશાસ્ત્રીશ્રી/ ભુસ્તરશાસ્ત્રીશ્રી,

ભુસ્તર વિજ્ઞાન અને ખનિજ ખાતું,

જીલ્લા કચેરી.....ની જાણ તથા સંબંધિત ચલણની નકલ સામેલ છે.

CAHWKN95.doc

102
7-14


ગુજરાત પાણી પુરવઠા અને ગટર વ્યવસ્થા બોર્ડ,
"જલ ભવન", સેક્ટર - ૧૦-એ,
એરફોર્સ સ્ટેશનની સામે, ગાંધીનગર - ૩૮૨૦૧૦.
ફોન : (૦૭૯) ૨૩૨ ૫૧૦૯૨
ફેક્સ : (૦૭૯) ૨૩૨ ૫૧૦૯૪ / ૨૩૨ ૨૫૯૭૯

જા. નં. મટી. સેલ/સી/જનરલ/૩૪ તા. ૨૫/૦૧/૨૦૧૦

પ્રતિ,

મુખ્ય ઈજનેર શ્રી / પ્રોજેક્ટ ડાયરેક્ટર શ્રી,
ઝોન - ૧/૨/૩/૪/પોલિટેક/ અર્બન સેલ
વડોદરા/અમદાવાદ/રાજકોટ/કચ્છ-ભૂજ/ગાંધીનગર.

P.H.W.Dn. MODASA	
સિલબર્સ નં.	૪૭૩
Date :	૨૫/૧/૨૦૧૦
E.E. :	(H)
D.A. :	
M.I. :	
Signature :	SK

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

સંદર્ભ :- (૧) ભારત સરકારશ્રીના સેન્ટ્રલ એક્સાઈઝના નોટીફિકેશન નં. ૬/૨૦૦૬ તા. ૧-૩-૨૦૦૬
(૨) ભારત સરકારશ્રીના સેન્ટ્રલ એક્સાઈઝના નોટીફિકેશન નં. ૬/૨૦૦૭ તા. ૧-૩-૨૦૦૭
(૩) બોર્ડ કચેરીના મટી.સેલ(સિ.) ના પત્ર જા.નં. મટી.સેલ/સિ/આરસી/૨૧૯ તા. ૨૬-૩-૨૦૦૭
(૪) ભારત સરકારશ્રીના સેન્ટ્રલ એક્સાઈઝના નોટીફિકેશન નં. ૧૬/૨૦૦૯ તા. ૭-૭-૨૦૦૯

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

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

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

E:\ALL E DRIVE\B.Patel\Netter-09.doc 171

50

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

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

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

આ બાબતને ટોચ અગ્રતા આપવા વિનંતી છે.

D.E.E.P.H.S.S.D.	
CHILAKOTA	
Inword f.	403
Date	12/10
D.E.E.	SK
S.D.C.	SK
Marking	SK

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

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

નકલ રવાના પ્રતિ :

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

બિડાણ : ઉપર મુજબ.

બા. સં. ૫/૭૪ / ૨૦૧૦ તા. ૨૭/૧/૨૦૧૦

નામ રજા પુરિ : ના. જા. વ્ય. બા. ૨૨. પેરા વિભાગ નોટીફિકેશન / બિડાણ / બા. ૧૦૬૫૫૫ તા. ૫/૧૨/૦૯ બિડાણને પ્રતિ લખાઈને તા. ૫/૧૨/૦૯ નામ આપેલ છે.

E:ALL E DRIVEU.B.Patel/Netter-172

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

Notification No. 26/2009-Central Excise

Page 1 of 1

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

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
(DEPARTMENT OF REVENUE)

New Delhi, the 4th December, 2009

Notification No. 26/2009-Central Excise

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

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

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

(Prashant Kumar)
Under Secretary to the Government of India

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

<http://www.cbec.gov.in/excise/cx-act/notfns-2k9/cc26-2k9.htm>

12/30/2009

52

Annexure-1

Name of Project:.....

**INTEGRITY PACT
OUR COMMITMENT**

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

**OUR CONDUCT
We abide to accomplish our work with**

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

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

Annexure-2
Insurance

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

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

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

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

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

The "Expectations" referred to are:

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

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

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

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

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

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

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

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

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

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

Annexure-3

(8)

No. 226253
Date 05/05/16
Dept. MD

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

Government of Gujarat
Finance Department
GR. No.: EMD/10/2015/508/DMO
Date: 27/04/2016

Read: PD GR. No.: EMD/10/2014/570/DMO Dt. 01/04/2015

Preamble:

Tendering authorities of the State Government and its Boards/Corporations/Societies/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit (SD) and Earnest Money Deposit (EMD). State Government had issued the list of eligible banks for the financial year 2015-16 vide above mentioned resolution of this department Dt. 01-04-2015.

After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted in the financial year 2016-17 and it has now been decided to resolve as follows:


Decision

Resolution:

Government Departments and its Boards/Corporations/Societies/PSUs would accept Bank Guarantee [towards Security Deposit (SD) and Earnest Money Deposit (EMD)] issued by any of the bank included in the **Annexure I**, attached to this Resolution.

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

By order and in the name of the Governor of Gujarat



(Roopwant Singh)
Additional Secretary (Budget)
Finance Department

1/3

To,

- The Secretary to the Governor of Gujarat, Raj Bhavan, Gandhinagar.
- The Principal Secretary to Hon. Chief Minister.
- PS to Hon. Finance Minister.
- PS to all Hon. Ministers, State Ministers and Deputy Ministers.
- PS to Leader of Opposition Party
- Secretary, Legislative Assembly Secretariat, Gandhinagar.
- PS to Chief Secretary.
- PS to Additional Chief Secretary Finance Department.
- PS to Principal Secretary (Economic Affairs), Finance Department
- PS to Principal Secretary Expenditure, Finance Department.
- PS to Joint Secretary (Budget).
- All Administrative Departments, Sachivalaya, Gandhinagar.
- All Heads of Department.
- All Public Sector Enterprises of the State.
- All State's Boards/Corporations/Societies.
- Accountant General-I (Audit) Gujarat, Ahmedabad.
- Accountant General (A&E) Gujarat, Ahmedabad.
- Accountant General II (Audit) Gujarat, Rajkot.
- Accountant General (A&E) Gujarat, Rajkot.
- Chief Information Officer, Finance Department.
- All Joint Secretary / Deputy Secretary / Under Secretary of Finance Department.
- All Branches, Finance Department (Including Finance Branches).
- System Manager, Finance Department for put up on GSWAN website.
- Select File DMO-Finance Department.

2/3

Annexure 1.

Finance Department, GR. No.: EMD/10/2015/508/DMO

Date: 27/04/2015

(A) Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.

1. All Nationalized Banks including the Public Sector Bank- IDBI Ltd.
2. Private Sector Banks - AXIS Bank, ICICI Bank and HDFC Bank.

(B) Guarantees issued by following Banks will be accepted as SD/EMD for period up to March 31, 2017. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

1. Kotak Mahindra Bank
2. RBL Bank (The Ratnakar Bank Ltd.)
3. IndusInd Bank
4. Karur Vysya Bank
5. DCB Bank
6. FEDERAL Bank
7. SOUTH INDIAN Bank
8. The Kalapur Commercial Co-Operative Bank Ltd.
9. Rajkot Nagarik Sahakari Bank Ltd.
10. The Mehsana Urban Co-Operative Bank Ltd.
11. Nutan Nagarik Sahakari Bank Ltd.
12. Dena Gujarat Gramin Bank
13. Saureshra Gramin Bank

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



(Roopwant Singh)
Additional Secretary (Budget)
Finance Department

-----XXXXX-----

Annexure 4

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

ગુજરાત સરકાર

માર્ગ અને મકાન વિભાગ,

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

તારીખ : ૦૩/૦૫/૧૩

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

આમુખ :-

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

સુધારો :-

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

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

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

(આર.કે.ચૌહાણ)

ખાસ ફરજ પરના અધિકારી(વિ.યો.)

માર્ગ અને સકાન વિભાગ.

પ્રતિ,

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

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

સર્વે કાર્યપાલક ઈજનેરશ્રીઓ, મા.મ. વિભાગ.

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

નકલ રવાના :

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

૧૩૨

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

ગુજરાત સરકાર
માર્ગ અને મકાન વિભાગ
પરિપત્ર કં. પરચ/૧૦૨૦૦૮/(૬૧)/સ
તા. ૨૭-૧૧-૨૦૦૮.

પરિપત્ર :

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

જોગવાઈ :

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

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

અનુ.....૨

(૨)

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

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

સી/-

(આર.કે. ચૌહાણ)

ખાસ ફરજ પરના અધિકારી
માર્ગ અને મકાન વિભાગ

પ્રતિ,

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

નકલ રવાના :

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

Annexure5

૭૫



ગુજરાત પાણી પુરવઠા અને ગટર વ્યવસ્થા બોર્ડ

તકેદારી એકમ, જલસેવા ભવન એરફોર્સ સ્ટેશન સામે,

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

Email: vigilancecell@gmail.com

જા.નં. તકેદારી એકમ/ઇન્સ્પેક્શન નોંધ/૧૮૮

તારીખ:- ૧૯ /૦૩/૨૦૧૨


પરિપત્ર

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

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

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

ઇન્સ્યોરન્સ નહીં લેવા બદલ ઇજારદાર પાસેથી બોર્ડ દંડનીય રકમ વસુલ કરી શકશે. દંડનીય રકમ વસુલ કરવા છતાં ઇજારદારની ઇન્સ્યોરન્સ લેવાની જવાબદારી ચાલુ રહેશે તથા આ જવાબદારીમાંથી તેઓ મુક્ત થતા નથી.


(મહેશ સિંઘ)
સભ્ય સચિવ

નકલ સવિનય રવાના પ્રતિ,

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

D:\SHIVAJI\B.Nagaich-2\પરિપત્ર.doc



सत्यमेव जयते

गुजरात सरकार

गुजरात राज्य ખરીદ नीति-૨૦૧૬

ઉદ્યોગ અને ખાણ વિભાગ
સચિવાલય, ગાંધીનગર

ગુજરાત રાજ્ય ખરીદ નીતિ - ૨૦૧૬

અ નુ ક મ હિ કા

ફકરા ક્રમાંક	વિગત	પેજ નંબર
૧	મેક ઈન ઈન્ડિયા	૨
૨	પ્રાઈસ ટેન્ડર ફોર્મની કિંમત ચૂકવવામાંથી તથા અર્નેસ્ટ મની ડીપોઝીટ (ઈ.એમ.ડી.) ભરવામાંથી મુક્તિ અંગેની શરતો	૨
૩	સીક્યોરીટી ડીપોઝીટ	૪
૪	અતિ નાના (સુક્ષ્મ), કુટીર અને લઘુ ઔદ્યોગિક એકમોને ભાવ પસંદગી	૪
૫	ભાવ પસંદગીના અર્થઘટન માટે સ્પષ્ટતા ધ્યાને લેવા બાબત	૫
૬	ભાવ મેળવણી (પ્રાઈસ મેચીંગ)	૫
૭	રાજ્યના અતિ નાના (સુક્ષ્મ), કુટીર અને લઘુ ઉદ્યોગો માટે આરક્ષણ	૬
૮	વિના ટેન્ડરે ખરીદી	૬
૯	નાણાંકીય મર્યાદા	૭
૧૦	આરક્ષણમાંથી મુક્તિ	૮
૧૧	ભાવ કરાર	૮
૧૨	બ્રાન્ડેડ આઈટમની ખરીદી	૯
૧૩	ખરીદ સમિતિઓ અને તેની સત્તા મર્યાદાઓ	૧૦
૧૪	અમલીકરણ	૧૩

ગુજરાત રાજ્ય ખરીદ નીતિ - ૨૦૧૬

ગુજરાત સરકાર
ઉદ્યોગ અને ખાણ વિભાગ
ઠરાવ ક્રમાંક:એસપીઓ/૧૦૨૦૧૫/૬૯૧૦૯૩/ચ
સચિવાલય, ગાંધીનગર.
તારીખ:૦૩/૦૬/૨૦૧૬.

વંચાણે લીધા:

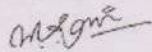
- (૧) ઉદ્યોગ અને ખાણ વિભાગના ઠરાવ ક્રમાંક:એસપીઓ/૧૦૯૫/૨૬૩૬/(૯૭)/ચ, તા. ૨૩/૦૯/૧૯૯૭
- (૨) નાણા વિભાગના પરિપત્ર ક્રમાંક:એસટીએ/૨૭૫૨/૧૧૭૩/ક, તા.૨/૫/૧૯૬૨
- (૩) નાણા વિભાગના પરિપત્ર ક્રમાંક:જીએસટી/૧૦૭૦/૬૨૪૬/ઠ, તા.૩૦/૧/૧૯૭૧
- (૪) ઉદ્યોગ અને ખાણ વિભાગના ઠરાવ ક્રમાંક:એસપીઓ/૧૦૨૦૦૨/યુઓઆર/૨૪/ચ, તા.૨૮/૦૧/૨૦૦૩
- (૫) ઉદ્યોગ અને ખાણ વિભાગના ઠરાવ ક્રમાંક: એસપીઓ/૧૦૨૦૦૨/યુઓઆર/૨૪/ચ, તા. ૨૧/૦૫/૨૦૦૩
- (૬) ઉદ્યોગ અને ખાણ વિભાગના ઠરાવ ક્રમાંક:એસપીઓ/૧૦૨૦૦૫/૧૪૦૭/ચ, તા.૨૨/૧૧/૨૦૦૬
- (૭) ઉદ્યોગ અને ખાણ વિભાગના ઠરાવ ક્રમાંક:એસપીઓ/૧૦૨૦૦૫/૧૪૦૫/ચ, તા.૮/૭/૨૦૧૧
- (૮) ઉદ્યોગ અને ખાણ વિભાગના ઠરાવ ક્રમાંક: એસપીઓ/૧૦૨૦૦૨/યુઓઆર/૨૪/ચ, તા. ૨૭/૧૨/૨૦૧૧

પ્રસ્તાવના:

પ્રવર્તમાન ખરીદ નીતિ-૧૯૯૭ ઉપર વંચાણે લીધેલ ક્રમ(૧) સામેના તા.૨૩/૦૯/૧૯૯૭ના ઠરાવથી પ્રસિધ્ધ કરવામાં આવેલ. વર્તમાન પરિપ્રેક્ષ્યમાં સદરહું ખરીદ નીતિના અમલીકરણમાં અનુભવાતી મુશ્કેલીઓ, વિવિધ સંસ્થાઓ, ઉત્પાદક મંડળીઓ, મંડળો, બોર્ડ/નિગમો, ખરીદી કરતા અગ્રગણ્ય ખાતાઓ તથા સરકારના અન્ય ખાતાઓ તરફથી થતી રજૂઆતો, ભારત સરકાર દ્વારા અમલમાં મૂકાયેલ “MAKE IN INDIA” અભિયાન ઉપરાંત રાજ્યના અતિ નાના (સુક્ષ્મ), કુટિર તેમજ લઘુ ઔદ્યોગિક એકમો અને બેરોજગાર શિક્ષિતો તરફથી શરૂ કરવામાં આવેલ ઉદ્યોગોને તથા ખાદી ગ્રામોદ્યોગ બોર્ડ સંલગ્ન સંસ્થાઓને બજાર સહાય આપવાની કામગીરી કરતા રાજ્યના નિગમો મારફત રાજ્યના લઘુ, કુટિર તેમજ નાના ઔદ્યોગિક એકમો વિગેરેને પૂરતી બજાર સહાય મળી રહે તે સમગ્ર બાબતો ધ્યાને લઈ ગુજરાત રાજ્ય ખરીદ નીતિ-૨૦૧૬ પ્રસિધ્ધ કરવાની બાબત સરકારશ્રીની સક્રિય વિચારણા હેઠળ હતી.

ઠરાવ:

પુખ્ત વિચારણાને અંતે, અતિ નાના (સુક્ષ્મ), કુટિર તેમજ લઘુ ઔદ્યોગિક એકમોને પ્રોત્સાહનરૂપે ખરીદ નીતિ-૧૯૯૭, તા.૨૩/૦૯/૧૯૯૭નો ઠરાવ અને તેમાં વખતો વખત બહાર પાડવામાં આવેલા સુધારા-વધારા અંગેના તમામ ઠરાવ/પરિપત્રો આથી રદ કરવામાં આવે છે અને રાજ્યમાં આવેલ અતિ નાના (સુક્ષ્મ), કુટિર અને લઘુ ઉદ્યોગો સહિતના ઔદ્યોગિક એકમો, શિક્ષિત બેરોજગારો તરફથી શરૂ કરવામાં આવેલ ઉદ્યોગો અને ખાદી ગ્રામોદ્યોગ બોર્ડ સંચાલિત સંસ્થાઓ વિગેરેને પ્રોત્સાહનરૂપે તથા બજાર સહાયની



MR SONI-US-IMD

Page 1 of 27

કામગીરી કરતા નિગમો મારફત પણ લઘુ તેમજ કુટિર ઉદ્યોગો વિગેરે સરકારી ખરીદીમાં સીધો જ ભાગ લઈ શકે અને સાથોસાથ રાજ્યના સરકારી વિભાગો, ખાતાઓ, કચેરીઓને વ્યાજબી અને સ્પર્ધાત્મક ભાવે ગુણવત્તાવાળી ચીજવસ્તુઓ મળી રહે તે માટે નીચેની જોગવાઈઓને આધીન “ગુજરાત રાજ્ય ખરીદ નીતિ-૨૦૧૬” પ્રસિધ્ધ કરવામાં આવે છે.

(૧) મેક ઇન ઇન્ડીયા:

- (અ) ભારત સરકારના “MAKE IN INDIA” અભિયાન અંતર્ગત આ ખરીદ નીતિ હેઠળ ખરીદ કરવાની ચીજવસ્તુઓ ભારતમાં ઉત્પાદિત થયેલ હોવી જોઈએ. જરૂરિયાત મુજબની વસ્તુ એવી ટેકનિકલ સ્પેસીફિકેશનની હોય કે જે ભારતમાં ઉત્પાદિત થતી ના હોય અને વિદેશથી ખરીદ કરવી જરૂરી હોય તો તેવા ખાસ કિસ્સામાં સંબંધિત વિભાગના સચિવશ્રીનું પ્રમાણપત્ર મેળવવાનું રહેશે.
- (બ) આયાતી ચીજવસ્તુઓ માટે ક્વોલીટી કાઉન્સિલ ઓફ ઇન્ડિયા (QCI) અથવા ભારતીય માનક બ્યુરો (Bureau of Indian Standard) અથવા ભારત સરકાર દ્વારા માન્ય સંસ્થાનું ગુણવત્તા પ્રમાણપત્ર (Quality Certificate) હોવું અનિવાર્ય છે.
- (ક) આ ખરીદ નીતિ હેઠળ રાષ્ટ્રીય ગુણવત્તા માનક/ગુણવત્તા પ્રમાણપત્ર/ક્વોલીટી કાઉન્સિલ ઓફ ઇન્ડિયા (QCI), ભારતીય માનક બ્યુરો (BIS) અથવા ભારત સરકાર દ્વારા માન્ય સંસ્થાના માપદંડ મુજબની ગુણવત્તાવાળી ચીજવસ્તુઓની ખરીદીને પ્રાધાન્ય આપવાનું રહેશે અને આ અંગેની શરતનો ટેન્ડર ઈન્કવાયરીમાં સ્પષ્ટ ઉલ્લેખ કરવાનો રહેશે.
- (ડ) વિદેશમાં ઉત્પાદિત ચીજવસ્તુઓ પૈકી કોઈ વસ્તુ માટે BIS અને ભારત સરકારની અન્ય સંસ્થાઓ સર્ટીફિકેટ આપતી ન હોય તેવા કિસ્સામાં આંતરરાષ્ટ્રીય માન્ય સંસ્થા પાસેથી અપાયેલ સર્ટીફિકેટ માન્ય ગણાશે.

(૨) પ્રાઈસ ટેન્ડર ફોર્મની કિંમત ચૂકવવામાંથી તથા અર્નેસ્ટ મની ડીપોઝીટ (ઈ.એમ.ડી.) ભરવામાંથી મુક્તિ અંગેની શરતો:

- (અ) રાજ્યના અતિ નાના (સુક્ષ્મ), કુટિર તેમજ લઘુ ઔદ્યોગિક એકમો કે જે ટેન્ડર પ્રક્રિયામાં સીધે સીધા જ ભાગ લે અને ખરીદી હેઠળની ચીજવસ્તુઓના ઉત્પાદન માટેનો નોંધણી નંબર ધરાવતા હોય ઉપરાંત સી.એસ.પી.ઓ. અથવા રાષ્ટ્રીય લઘુ ઉદ્યોગ નિગમ અથવા ડાયરેક્ટર જનરલ ઓફ સપ્લાઈઝ એન્ડ ડિસ્પોઝલ્સનો નોંધણી નંબર ધરાવતા હોય તેવા એકમો. (વિકેતા, એજન્ટ, ડિસ્ટ્રીબ્યુટર કે અન્ય મધ્યસ્થી મારફત સરકારી ખરીદીમાં પરોક્ષ રીતે ભાગ લે તો તેમને આ મુક્તિનો લાભ મળવાપાત્ર નથી).

M. S. Soni
MR SONI-US-IMD

- (બ) ખાદી ગ્રામોદ્યોગ બોર્ડ માન્ય સંસ્થાઓ જે ચીજવસ્તુઓનું ઉત્પાદન કરતી હોય, તેનું ખરીદી ગ્રામોદ્યોગ બોર્ડ, ખાદી અને વીલેજ ઈન્ડસ્ટ્રીઝ કમિશન (કે.વી.આઈ.સી.) અથવા કુટીર ઉદ્યોગનું નોંધણી પ્રમાણપત્ર ધરાવતા હોવા જોઈએ.
- (ક) રાજ્યનાં ઉત્પાદન પ્રવૃત્તિ કરતા નિગમોને ફક્ત ઉત્પાદન કરતી પોતાની જ ચીજવસ્તુઓ માટે જ ગુજરાત રાજ્ય હાથશાળ અને હસ્તકલા વિકાસ નિગમ લિ., ગુજરાત રાજ્ય વન વિકાસ નિગમ લિ., ગુજરાત રાજ્ય ઘેટાં અને ઉન વિકાસ નિગમ લિ. તથા ઉદ્યોગ અને ખાણ વિભાગ દ્વારા આ હેતુ માટે માન્ય કરવામાં આવેલ અને વખતો વખત માન્ય કરવામાં આવે તેવા, આ પ્રકારનાં અન્ય નિગમો.
- (ડ) પોતાનું ઉત્પાદન ન કરતા પરંતુ રાજ્યના અતિ નાના(મુક્કમ), કુટીર તેમજ લઘુ ઔદ્યોગિક એકમો અને ગ્રામ્ય ઉદ્યોગ વિગેરે માટે બજાર સહાય પુરી પાડતા સરકાર દ્વારા માન્ય કરવામાં આવતા સરકારી નિગમો જેવા કે ગુજરાત ગ્રામોદ્યોગ (ગ્રીમકો) નિગમ લી. વિગેરે.
- (ઈ) રાજ્ય સરકાર/કેન્દ્ર સરકાર અથવા તો રાજ્ય સરકાર અને કેન્દ્ર સરકાર દ્વારા માન્ય સંસ્થાઓ જેવી કે, અંધજન માટેની સંસ્થાઓ, બહેરા-મુંગા માટેની સંસ્થાઓ, અપંગો માટેની સંસ્થાઓ, માનસિક ક્ષતિવાળા બાળકો અને વ્યક્તિઓ માટેની સંસ્થાઓ, નિયામક, જિલ્લા ગ્રામ વિકાસ એજન્સી અથવા અન્ય સક્ષમ સત્તાઅધિકારી દ્વારા માન્યતા પ્રાપ્ત મહિલા સ્વસહાય જૂથ અને કુટીર ઉદ્યોગ કમિશનર દ્વારા માન્યતા પ્રાપ્ત ઉત્પાદક સમૂહો કે જેમણે સંબંધિત જિલ્લા ઉદ્યોગ કેન્દ્રોમાંથી જે તે ચીજવસ્તુના ઉત્પાદન માટે નોંધણી પ્રમાણપત્ર મેળવેલ હોય અને જે સરકારી ખરીદીમાં સીધે સીધા ભાગ લે અને ચીજવસ્તુઓનું પોતે જ ઉત્પાદન કરતા હોવા જોઈએ.

ઉપરોક્ત એકમો સિવાયના ટેન્ડર પ્રક્રિયામાં ભાગ લેનાર એકમો માટે ટેન્ડર ફી તેમજ ઈ.એમ.ડી.ના દર નીચે મુજબના રહેશે.

ટેન્ડરની કુલ અંદાજિત રકમ	ટેન્ડર ફી રૂ.	ઈ.એમ.ડી.
રૂ. ૨૫ લાખ સુધી	૧,૫૦૦	ટેન્ડરની કુલ અંદાજિત કિંમતના ત્રણ ટકા પ્રમાણે
રૂ. ૨૫ લાખથી વધુ પરંતુ ૫૦ લાખ સુધી	૨,૫૦૦	
રૂ. ૫૦ લાખથી વધુ પરંતુ એક કરોડ સુધી	૫,૦૦૦	
રૂ. ૧ કરોડથી ઉપર	૧૫,૦૦૦	

નોંધ : ઈ.એમ.ડી. માન્યતા પ્રાપ્ત બેન્કના ડિમાન્ડ ડ્રાફ્ટ, પે ઓર્ડર, બેંક ગેરન્ટી પૈકી કોઈપણ એક સ્વરૂપે સ્વીકારવાની રહેશે, ઈ.એમ.ડી. રોકડ સ્વરૂપે સ્વીકારવાની રહેશે નહીં. ઈ.એમ.ડી. અસફળ રહેલ બીડરોને પરત કરવાની થતી હોઈ, બેંક ખાતામાં જમા કરાવવી નહીં.


MR SONI-US-IMD

(૩) સીક્વોરીટી ડીપોઝીટ:

ટેન્ડર પ્રક્રિયામાં એલ-૧ બીડર (lowest bidder) પેઢી પાસેથી માલસામાનની ખરીદીની કિંમતના પાંચ ટકા લેખે સીક્વોરીટી ડીપોઝીટ લેવાની રહે છે, પરંતુ રાજ્યના અતિ નાના (સુક્ષ્મ), કુટિર અને લઘુ ઔદ્યોગિક એકમો જે ઉપરોક્ત પેરા (૨)માં દર્શાવેલ ભેગવાઈઓનું પાલન કરતા હોય તો તેઓને રૂપિયા પાંચ લાખ સુધીની ખરીદીમાં સીક્વોરીટી ડીપોઝીટ ભરવામાંથી મુક્તિ રહેશે, પરંતુ રૂપિયા પાંચ લાખથી વધુની ખરીદી હોય તેવા કિસ્સામાં સીક્વોરીટી ડીપોઝીટ પાંચ ટકાના સ્થાને ત્રણ ટકા લેખે ભરવાની રહેશે. તે સિવાયના અન્ય તમામ એકમોએ ખરીદીની કિંમતના પાંચ ટકા સીક્વોરીટી ડીપોઝીટ ભરવાની રહેશે.

એકમની કેટેગરી	રૂ. ૫ લાખ સુધીની ખરીદી	રૂ. ૫ લાખથી વધુની ખરીદી
ખરીદ નીતિ મુજબ ટેન્ડર ફી અને ઇ.એમ.ડી. ભરવામાંથી મુક્તિ મેળવતા હોય તેવા એકમો અથવા સંસ્થાને	મુક્તિ	૩%
તે સિવાયના અન્ય તમામ એકમો માટે	૫%	૫%

(૪) (અ) અતિ નાના (સુક્ષ્મ), કુટિર અને લઘુ ઔદ્યોગિક એકમોને ભાવ પસંદગી:

- 1 રાજ્યના કુટિર, અતિ નાના (સુક્ષ્મ) અને લઘુ એકમોને (The Micro, Small & Medium Enterprises Development Act-2006) રાજ્યના મધ્યમ તથા મોટા એકમો સામે તથા અન્ય રાજ્યના અતિ નાના (સુક્ષ્મ), કુટિર, લઘુ મધ્યમ તથા મોટા એકમો સામે ૧૦ ટકા ભાવ પસંદગીનો લાભ મળવાપાત્ર થશે.
- 2 રાજ્યના કુટિર, અતિ નાના (સુક્ષ્મ) અને લઘુ એકમ (The Micro, Small & Medium Enterprises Development Act-2006) પૈકીનું જે કોઈપણ ઉત્પાદિત એકમ મહિલા ધારક (મહિલા પ્રોપ્રાયટર) અથવા ભાગીદારી પેઢીના કિસ્સામાં તમામ ભાગીદાર મહિલા હોય અથવા કંપનીના કિસ્સામાં તમામ શેરધારક મહિલા હોય તેવા એકમોને રાજ્યના મધ્યમ તથા મોટા એકમો સામે તથા અન્ય રાજ્યના અતિ નાના (સુક્ષ્મ), કુટિર, લઘુ મધ્યમ તથા મોટા એકમો સામે ૧૧ ટકા ભાવ પસંદગીનો લાભ મળવાપાત્ર થશે.
- 3 આ એકમોએ ટેન્ડર પ્રક્રિયામાં સીધે સીધો ભાગ લીધેલ હોય અને ખરીદી હેઠળની ચીજવસ્તુઓનું ઉત્પાદન કરતા હોય અને સી.એસ.પી.ઓ. અથવા રાષ્ટ્રીય લઘુ ઉદ્યોગ નિગમ અથવા ડાયરેક્ટર જનરલ ઓફ સપ્લાઈઝ એન્ડ ડીસ્પોઝલ્સનો નોંધણી નંબર મેળવેલ હોવો જરૂરી છે.

(બ) ગુણવત્તા આધારિત ભાવ પસંદગી:

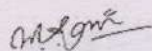
ગુજરાત રાજ્યના અતિ સુક્ષ્મ, નાના અને કુટિર ઔદ્યોગિક એકમ કે જેણે સી.એસ.પી.ઓ. અથવા રાષ્ટ્રીય લઘુ ઉદ્યોગ નિગમ અથવા ડાયરેક્ટર જનરલ ઓફ સપ્લાઈઝ એન્ડ ડીસ્પોઝલ્સનો નોંધણી નંબર મેળવેલ તેવા એકમોના આઈ.એસ.આઈ./બી.આઈ.એસ./એગમાર્ક ધરાવતાં માલસામાન માટે ૫% વધુ ભાવ પસંદગી મળવાપાત્ર રહેશે, પરંતુ જે કિસ્સાઓમાં જે તે કાયદા કે નિયમો અન્વયે આવો માર્ક મેળવવાનું ફરજિયાત હોય તેવા કિસ્સાઓમાં આ લાભ મળવાપાત્ર થશે નહીં. આ જ પ્રમાણે જે કિસ્સાઓમાં આવા માર્ક ધરાવતી ચીજવસ્તુઓ માટે ભાવ મંગાવવામાં આવેલ હોય, તેવા કિસ્સાઓમાં પણ આ કારણસર વધારાના ૫% ભાવ પસંદગી મળવાપાત્ર રહેશે નહીં.

(૫) ઉક્ત ફકરા:(૪)માં દર્શાવેલ ભાવ પસંદગીના અર્થઘટન માટે નીચે મુજબની સ્પષ્ટતા ધ્યાને લેવાની રહેશે:

ભાવ-પસંદગીને પાત્ર રાજ્યના સૂક્ષ્મ/લઘુ/કુટિર ઉદ્યોગ એકમોએ તેમના ભાવ, L-1 ભાવ સમક્ષ લાવવાના રહેશે. એજ રીતે મહિલાઓ દ્વારા ચલાવવામાં આવતા એકમોને આપવાની ભાવ પસંદગી તથા ગુણવત્તા આધારિત ભાવ-પસંદગીમાં પણ આ મુજબ કાર્યવાહી કરવાની રહેશે. એટલે કે, ગુણવત્તા આધારિત પાંચ ટકા ભાવ-પસંદગી ધ્યાનમાં લઈને કોઈપણ કિસ્સામાં પંદર ટકા કરતા વધારે ભાવ-પસંદગીનો લાભ મળવાપાત્ર થશે નહીં તેમજ ભાવ પસંદગીની જોગવાઈ અન્વયે વધુ કિંમત ચૂકવવી તેવું અર્થઘટન કરવાનું રહેશે નહીં, પરંતુ અન્ય રાજ્યના તમામ એકમો કે રાજ્યના મધ્યમ અથવા મોટા એકમ દ્વારા ઓફર કરવામાં આવેલ ભાવ પૈકી લઘુત્તમ ભાવ (L-1 ભાવ)થી દશ ટકા, અગિયાર ટકા કે પંદર ટકા (જે રીતે લાગુ પડતું હોય તે રીતે) સુધી વધુ ભાવની ઓફર કરેલ એકમોને ફક્ત ઓર્ડર આપવાની પ્રક્રિયામાં વિચારણામાં લેવાના રહેશે અને તેવા એકમો જો લઘુત્તમ ભાવ (L-1 ભાવ)થી માલ-સામાન પુરો પાડવા સંમત થાય તો તેમને L-1 ભાવથી ઓર્ડર આપવાનો રહેશે.

(૬) ભાવ મેળવણી (પ્રાઇસ મેર્ચીંગ):

(અ) સૌથી ઓછા ભાવ દર્શાવનાર L-1 એકમ અન્ય રાજ્યનું હોય તો રાજ્યના સૌથી ઓછા ભાવ દર્શાવનાર રાજ્યના અતિ નાના (સૂક્ષ્મ), લઘુ, મધ્યમ અથવા મોટા ઔદ્યોગિક એકમોને ભાવ સરખામણી માટે વાટાઘાટો માટે બોલાવવા, ભાવ મેળવણી માટે નેટ પ્રાઇસ ગણતરીમાં લેવાની રહેશે. આવા કિસ્સાઓમાં સરખામણી માટેના પત્રકો ઉપર વંચાણે લીધેલ ક્રમ (૨) અને (૩) સામેના અનુક્રમે નાણાં વિભાગના પરિપત્ર ક્રમાંક:એસપીએ/૨૭૫૨/૧૧૭૩/ક, તા.૦૨/૦૫/૧૯૬૨ અને પરિપત્ર ક્રમાંક: જીએસટી/૧૦૭૦/૬૨૪૬/ઠ, તા.૩૦/૦૧/૧૯૭૧ની સૂચનાઓ મુજબ તૈયાર કરવાના રહેશે. (અનુક્રમે પરિશિષ્ટ-ઘ અને પરિશિષ્ટ-ચ)



MR SONI-US-IMD

(બ) જો રાજ્યનું સૌથી ઓછા ભાવ દર્શાવનાર પ્રથમ એકમ અન્ય રાજ્યના સૌથી ઓછા ભાવ દર્શાવનાર એકમના ભાવ સાથે મેળવણી કરવા તથા તે મુજબની શરતો અને બોલીઓ માન્ય રાખવા સંમત થાય તો કુલ જથ્થાના ૫૦ ટકા ઓર્ડર રાજ્યના પ્રથમ સૌથી ઓછા ભાવ દર્શાવનાર ઔદ્યોગિક એકમને મળવાપાત્ર થશે.

(ક) જો રાજ્યનું સૌથી ઓછા ભાવ દર્શાવનાર પ્રથમ એકમ ઉપર પેરા-૬(બ) મુજબ ભાવ મેળવણી માટે તૈયાર થાય નહીં તો આવા કિસ્સાઓમાં કુલ માંગના ૫૦ ટકા જથ્થાનો ઓર્ડર રાજ્યના સૌથી ઓછા ભાવ દર્શાવનાર બીજા એકમને અન્ય રાજ્યના સૌથી ઓછા ભાવ દર્શાવનાર એકમના ભાવપત્રકની શરતો અને બોલીઓ મુજબ મળવાપાત્ર થશે.

(ડ) ઉપર પેરા-૬(બ) અને પેરા-૬(ક)માં દર્શાવ્યા મુજબ જો રાજ્યના એકમો કુલ માંગનો ૫૦ ટકા જથ્થો પુરો પાડી શકે તેમ ન હોય તેવા કિસ્સાઓમાં આ ૫૦ ટકા જથ્થાનો ઓર્ડર રાજ્યના સૌથી ઓછા ભાવ દર્શાવનાર પ્રથમ, દ્વિતીય અને તૃતીય એકમોને સરખા ભાગે અન્ય રાજ્યના સૌથી ઓછા ભાવ દર્શાવનાર એકમની શરતો અને બોલીઓને આધીન મળવાપાત્ર થશે.

(ઈ) અતિ નાના (સુક્ષ્મ), કુટીર અને લઘુ એકમોને ભાવ મેળવણી કરવામાં અગ્રિમતા આપવાની રહેશે.

(૭) રાજ્યના અતિ નાના (સુક્ષ્મ), કુટીર અને લઘુ ઉદ્યોગો માટે આરક્ષણ:

(અ) રાજ્યના અતિ નાના (સુક્ષ્મ), કુટીર અને લઘુ ઉદ્યોગો દ્વારા ઉત્પાદિત ચીજવસ્તુઓના આરક્ષણની યાદી આ ઠરાવ સાથેના પરિશિષ્ટ 'ક', 'ખ' અને 'ગ' મુજબ રહેશે.

(બ) ભારત સરકારની ખરીદ નીતિમાં અતિ નાના અને લઘુ ઉદ્યોગો માટે ૩૫૮ ચીજવસ્તુઓ આરક્ષિત કરેલ છે, જેનો સમાવેશ આ ઠરાવ સાથેના પરિશિષ્ટ 'ક', 'ખ' અને 'ગ' માં કરવામાં આવેલ છે.

પરિશિષ્ટ-ક: સમગ્ર દેશના અતિ નાના (સુક્ષ્મ) અને લઘુ ઔદ્યોગિક એકમ માટે આરક્ષિત ૧૭૪ ચીજવસ્તુઓ

પરિશિષ્ટ-ખ: રાજ્યના અતિ નાના (સુક્ષ્મ) અને લઘુ ઔદ્યોગિક એકમો માટે આરક્ષિત ૧૮૮ ચીજવસ્તુઓ

પરિશિષ્ટ-ગ: રાજ્યના કુટીર ઉદ્યોગ માટે આરક્ષિત ૩૦ ચીજવસ્તુઓ

(૮) વિના ટેન્ડર ખરીદી:

વિના ટેન્ડર ખરીદી માટેનું વર્ગીકરણ નીચે મુજબ રહેશે.

કક્ષા: (ક) સરકારી સંસ્થાઓ

(૧) જેલ

(૨) ગુજરાત ગ્રામોદ્યોગ બજાર નિગમ લિ. (ગ્રીમકો)

(૩) ગુજરાત રાજ્ય વન વિકાસ લિ. (વનીલ ઉદ્યોગ)

(૪) ગુજરાત રાજ્ય હાથશાળા અને હસ્તકલા વિકાસ નિગમ લિ.(ગુર્જરી)

(૫) ગુજરાત રાજ્ય ઘેટા અને ઉન વિકાસ નિગમ લિ.(ગુર્જીલ)

(૬) ગુજરાત ખેત ઉદ્યોગ નિગમ લિ.(નિગમ દ્વારા ઉત્પાદિત જંતુનાશક દવાઓ તથા અનાજ ભરવાના પીપ માટે જ)

નોંધ: આ સંસ્થાઓ દ્વારા જે ચીજવસ્તુઓનું ઉત્પાદન કરવામાં આવતું હોય અથવા જે ચીજવસ્તુઓના વેચાણ માટે માન્યતા મેળવેલ હોય તેવી જ ચીજવસ્તુઓની ખરીદી કરી શકાશે.

કક્ષા: (ખ) સરકાર માન્ય સંસ્થાઓ

(૧) ખાદી ગ્રામોદ્યોગ બોર્ડ/ખાદી અને વિલેજ ઇન્ડસ્ટ્રીઝ કમિશન લિ.(કેવીઆઇસી) દ્વારા માન્ય સંસ્થાઓ.

(૨) અંધજન માટેની સંસ્થાઓ

(૩) અપંગો માટેની સંસ્થાઓ

(૪) માનસિક ક્ષતિવાળા બાળકો માટેની સંસ્થાઓ

(૫) નિયામક, જિલ્લા ગ્રામ વિકાસ એજન્સી અથવા અન્ય સક્ષમ સત્તા અધિકારી દ્વારા માન્યતા પ્રાપ્ત મહિલા સ્વસહાય જૂથ

(૬) રાજ્યના કુટીર ઉદ્યોગ કમિશનર દ્વારા માન્યતા પ્રાપ્ત ઉત્પાદિત સમૂહો

નોંધ: આ સંસ્થાઓ દ્વારા જે ચીજવસ્તુઓનું ઉત્પાદન કરવામાં આવતું હોય અથવા જે ચીજવસ્તુઓના વેચાણ માટે માન્યતા મેળવેલ હોય તેવી જ ચીજવસ્તુઓની ખરીદી કરી શકાશે.

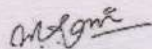
(૯) નાણાંકીય મર્યાદા:

ઉપર પેરા-૮માં વર્ગીકૃત કરાયેલ સંસ્થાઓ/નિગમો પાસેથી નીચે દર્શાવેલ નાણાંકીય મર્યાદામાં જ વિના ટેન્ડર ખરીદી કરી શકાશે.

(૧) કક્ષા:ક હેઠળ દર્શાવેલ સંસ્થાઓ દ્વારા જે ચીજવસ્તુઓનું ઉત્પાદન કરવામાં આવતું હોય અથવા જે ચીજવસ્તુઓના વેચાણ માટે માન્યતા મેળવેલ હોય તેવી જ ચીજવસ્તુઓની ખરીદી રૂ.૫,૦૦,૦૦૦ની મર્યાદામાં ભાવપત્રક(ક્વોટેશન) મેળવ્યા સિવાય કરી શકાશે.

(૨) કક્ષા-ખ હેઠળ દર્શાવેલ સંસ્થાઓ દ્વારા જે ચીજવસ્તુઓનું ઉત્પાદન કરવામાં આવતું હોય અથવા જે ચીજવસ્તુઓના વેચાણ માટે માન્યતા મેળવેલ હોય તેવી જ ચીજવસ્તુઓની ખરીદી રૂ.૨,૦૦,૦૦૦ની મર્યાદામાં ભાવપત્રક (ક્વોટેશન) મેળવ્યા સિવાય કરી શકાશે. રૂ.૨,૦૦,૦૦૦ થી રૂ.૫,૦૦,૦૦૦ સુધીની ખરીદી ટચ્કૂડી જાહેર ખબર આપી કક્ષા-ખ હેઠળ દર્શાવેલ સંસ્થાઓ પાસેથી ખુલા ટેન્ડર મેળવીને ખરીદી કરી શકાશે, પરંતુ આવા ટેન્ડર ત્રણ કરતા ઓછા હશે તો તે માન્ય ગણાશે નહીં.

(૩) કક્ષા (ક) અને (ખ) હેઠળ દર્શાવેલ સંસ્થાઓ/નિગમો દ્વારા જે ચીજવસ્તુઓનું ઉત્પાદન કરવામાં આવતું હોય અથવા જે ચીજવસ્તુઓના વેચાણ માટે માન્યતા મેળવેલ હોય તેવી જ ચીજવસ્તુઓની વાર્ષિક રૂ.૫,૦૦,૦૦૦/-થી વધુ રકમની ખરીદી વર્તમાનપત્રોમાં વિગતવાર



MR SONI-US-IMD

બહેરખબર આપીને કરી શકાશે અને આવી ખરીદી માટે વંચાણે લીધેલ ક્રમ(ક) અને ક્રમ(ગ) સામેના ઉદ્યોગ અને ખાણ વિભાગના તા.૨૨/૧૧/૨૦૦૬ અને તા.૮/૭/૨૦૧૧ના ઠરાવો મુજબ ઇ-ટેન્ડરિંગ પદ્ધતિનો ફરજિયાતપણે અમલ કરવાનો રહેશે.

માન્ય સંસ્થાઓને માન્યતા આપતા આદેશોમાં જે આઈટમોનો ઉલ્લેખ થયેલ હોય તે આઈટમ પુરતી ઉપર દર્શાવેલ મર્યાદામાં વગર ટેન્ડરે ખરીદી થઈ શકશે. જે નિગમ/સંસ્થા માટે જે તે આઈટમ પૂરતો વિભાગ તરફથી ખાસ આદેશ આપવામાં આવેલ છે તે યથાવત રહેશે.

આ ખરીદીઓ અંદાજપત્રની જોગવાઈને આધીન કરવાની રહેશે.

(૧૦) આરક્ષણમાંથી મુક્તિ:

રાજ્યના અતિ નાના (સુક્ષ્મ), કુટિર અને લઘુ ઔદ્યોગિક એકમો માટે આરક્ષિત ચીજવસ્તુઓનો સમાવેશ પરિશિષ્ટ 'ક', 'ખ', અને 'ગ' માં કરવામાં આવેલ છે. પરંતુ આ કારણે સારી ગુણવત્તા ધરાવતા માલસામાનની ખરીદી કરવામાં અથવા યોગ્ય હરીફાઈ ન થવાના કારણે મુશ્કેલી જણાય અથવા અન્ય કોઈ પ્રશ્ન ઉપસ્થિત થાય તેવા કિસ્સાઓમાં ખરીદકર્તા કચેરીએ આરક્ષણમાંથી મુક્તિ માટે સચિવશ્રીઓની ખરીદ સમિતિ(SPC)ની પૂર્વ મંજૂરી મેળવવાની રહેશે.

(૧૧) ભાવ કરાર:

(૧) ઉદ્યોગ કમિશનર અને મધ્યસ્થ સરંજામ ખરીદી અધિકારી (IC&CPO)ને વાર્ષિક ભાવ કરાર (Rate Contract)ની કામગીરી કરવા માટે આથી અધિકૃત કરવામાં આવેલ છે, આ સી.એસ.પી.ઓ.ના ભાવ કરાર હેઠળ સીધી ખરીદી કરવા માટે નીચે મુજબની મંજૂરીને આધીન ખરીદી કરી શકશે. સી.એસ.પી.ઓ.ના ભાવ કરાર અંગેની ટેન્ડર પ્રક્રિયામાં સ્પર્ધાત્મકતા થાય તેવા હેતુને ધ્યાને લેતાં ઇ.એમ.ડી.ની મહત્તમ મર્યાદા રૂ.દશ લાખ અને સીક્યોરીટી ડીપોઝીટની મહત્તમ મર્યાદા રૂ.વીશ લાખ રાખવાની રહેશે.

(અ) સરકારી કચેરીઓ:

અંદાજપત્રની જોગવાઈઓને આધીન ભાવ કરાર હેઠળ રૂપિયા એક લાખ સુધીની સીધી ખરીદી કરી શકાશે.

(બ) ખાતાના વડાની કચેરીઓ:

અંદાજપત્રની જોગવાઈઓને આધીન એક લાખથી વધુ અને એક કરોડ સુધીની સીધી ખરીદી કરી શકાશે.

(ક) વહીવટી વિભાગો:

અંદાજપત્રની જોગવાઈઓને આધીન એક કરોડથી વધુ અને પાંચ કરોડ સુધીની સીધી ખરીદી વિભાગની મંજૂરીથી કરી શકાશે.

(૬) રૂ.પાંચ કરોડથી વધુ કિંમતમાં આવતી ચીજવસ્તુની ખરીદી માટે સેક્ટરી પરચેઝ કમિટી (SPC)ની મંજૂરી લેવાની રહેશે.

(૨) ભારત સરકારના DGS&D દ્વારા પણ વિવિધ ચીજવસ્તુઓના ભાવ કરાર કરવામાં આવે છે, DGS&Dના ભાવ કરાર હેઠળ રૂ.પાંચ લાખની મર્યાદામાં સીધી ખરીદી કરી શકાશે, પરંતુ રૂ.પાંચ લાખથી વધુ રકમની ખરીદી માટે પેરા-૧૩માં દર્શાવેલ ખરીદ સમિતિઓની મંજૂરી મેળવવાની રહેશે.

(૩) ગુજરાત મેડીકલ સર્વિસીસ કોર્પોરેશન લીમિટેડ (GMSCL), ગુજરાત ઈન્ફોરમેટીક લીમિટેડ (GIL) દ્વારા પણ કેટલીક ચીજવસ્તુઓના ભાવ કરાર કરવામાં આવે છે. ગુજરાત મેડીકલ સર્વિસીસ કોર્પોરેશન લીમિટેડ (GMSCL), ગુજરાત ઈન્ફોરમેટીક લીમિટેડ(GIL)ના ભાવ કરાર મુજબ ખરીદી બજેટની જોગવાઈ અને નાણાંકીય સત્તા સોંપણીની મર્યાદામાં વિના ટેન્ડરે કરી શકાશે. ગુજરાત મેડીકલ સર્વિસીસ કોર્પોરેશન લીમિટેડ (G.M.S.C.L), ગુજરાત ઈન્ફોરમેટીક લીમિટેડ(GIL)ના ભાવ કરાર અંગેની નીતિ જે તે વહીવટી વિભાગે પ્રસ્તુત ખરીદ નીતિને સુસંગત તૈયાર કરવાની રહેશે.

ભારત સરકારના DGS&D તથા ગુજરાત સરકારના CSPO, ગુજરાત મેડીકલ સર્વિસીસ કોર્પોરેશન લીમિટેડ (GMSCL), અને ગુજરાત ઈન્ફોરમેટીક લીમિટેડ(GIL)ના ભાવ કરાર સિવાય અન્ય કોઈ ભાવ કરાર હેઠળ વિના ટેન્ડરની ખરીદી થઈ શકશે નહીં. દા.ત. ભાવ કરાર, રેટ કોન્ટ્રાક્ટ કે અન્ય કોઈ નામ હેઠળના કોન્ટ્રાક્ટ કે જે કેન્દ્રીય ભંડાર, નેશનલ કન્ઝ્યુમર કો-ઓપરેટીવ ફાઉન્ડેશન (NCCF) કે અન્ય કોઈ સંસ્થા દ્વારા કરવામાં આવેલ હોય તો તે ગુજરાત રાજ્ય સરકાર દ્વારા માન્ય નથી અને તેઓ પાસેથી વિના ટેન્ડરે સીધી ખરીદી થઈ શકશે નહીં.

(૧૨) બ્રાન્ડેડ આઈટમની ખરીદી:

સામાન્ય રીતે કોઈ ચોક્કસ આઈટમ માટે એક જ ઉત્પાદક બજારમાં ઉપલબ્ધ હોય અને સદર ચોક્કસ આઈટમની વિશિષ્ટ જરૂરિયાત હોય તેવા કિસ્સામાં બ્રાન્ડેડ આઈટમની ખરીદી કરવી યોગ્ય રહે. અન્યથા સમાન સ્પેશીફિકેશન ધરાવતી બ્રાન્ડ વચ્ચે સ્પર્ધા થાય તેવું લીમિટેડ ટેન્ડર કરવું ઇચ્છનીય છે તેમજ બ્રાન્ડેડ ચીજવસ્તુઓની ખરીદી માટે સંબંધિત ખાતા/વિભાગના સચિવશ્રીનું ટેકનીકલ સ્પેશીફિકેશન અને ભાવના વ્યાજબીપણાનું પ્રમાણપત્ર રજૂ કરવાનું રહેશે.

નોંધ: બ્રાન્ડેડ ચીજવસ્તુઓની ખરીદી માટે નીચેની શરતો પરિપૂર્ણ થતી હોવી જોઈશે.

- (અ) બ્રાન્ડેડ ચીજવસ્તુઓની ખરીદવા માટે જે-તે વિભાગના સચિવશ્રી/અગ્રસચિવશ્રી/અધિક મુખ્ય સચિવશ્રીનું પ્રમાણપત્ર તથા બજેટ જોગવાઈ અને વહીવટી મંજૂરીની નકલ.
- (બ) બ્રાન્ડેડ ચીજવસ્તુઓ ખરીદી માટેની તાંત્રિક યથાર્થતા (ટેકનીકલ જસ્ટીફિકેશન રીપોર્ટ) તથા ખાતાના વડાની સ્પષ્ટ ભલામણ.
- (ક) બ્રાન્ડેડ ચીજવસ્તુઓની ખરીદીની શરતો અને સંબંધિત સાહિત્ય અને ભાવની યથાર્થતા અંગેની વિગત.

- (ડ) ટેન્ડર પ્રસિધ્ધ કરવામાં આવેલ હોય તો ટેન્ડર ઇન્કવાયરીની વિગત અને કેસની ગુણવત્તા અનુસાર અન્ય સંબંધિત માહિતી.

(૧૩) ખરીદ સમિતિઓ અને તેની સત્તા મર્યાદાઓ:

- (અ) ખરીદ નીતિના અમલીકરણ માટે નીચે મુજબની ખરીદ સમિતિઓ રહેશે.

(૧) ડીપાર્ટમેન્ટલ પરચેજ કમિટી (DPC):

૧	ખાતાના વડા	અધ્યક્ષ
૨	નાયબ સચિવથી ઉતરતી કક્ષાના ન હોય તેવા, વહીવટી વિભાગના પ્રતિનિધિ	સભ્ય
૩	સિનિયર હિસાબી અધિકારી	સભ્ય
૪	વર્ગ-૧ થી ઉતરતી કક્ષાના ન હોય તેવા, મધ્યસ્થ સરંજામ ખરીદતંત્રના અધિકારી	સભ્ય
૫	વર્ગ-૧ થી ઉતરતી કક્ષાના ન હોય તેવા સિનિયર અધિકારી	સભ્ય સચિવ
૬	જરૂર હોય તો તકનિકી નિષ્ણાત	આમંત્રિત

(૨) સેક્રેટરીએટ ડીપાર્ટમેન્ટલ પરચેજ કમિટી (SDPC):

૧	સંબંધિત વિભાગના સચિવશ્રી/અગ્ર સચિવશ્રી/અધિક મુખ્ય સચિવશ્રી	અધ્યક્ષ
૨	સંબંધિત વિભાગના નાણાકીય સલાહકાર	સભ્ય
૩	નાયબ ઉદ્યોગ કમિશ્નર અથવા વર્ગ-૧ થી ઉતરતી કક્ષાના ન હોય તેવા, મધ્યસ્થ સરંજામ ખરીદતંત્રના પ્રતિનિધિ	સભ્ય
૪	સંયુક્ત સચિવશ્રી/નાયબ સચિવશ્રી અથવા ખાતાના વડા	સભ્ય સચિવ
૫	જરૂર હોય તો તકનિકી નિષ્ણાત	આમંત્રિત

(૩) સેક્રેટરી પરચેજ કમિટી (SPC):

૧	માંગ યાદી રજૂ કરનાર કચેરીના વહીવટી વિભાગના સચિવશ્રી/અગ્ર સચિવશ્રી/અધિક મુખ્ય સચિવશ્રી	
૨	ઉદ્યોગ અને ખાણ વિભાગના સચિવશ્રી/અગ્ર સચિવશ્રી/અધિક મુખ્ય સચિવશ્રી	
૩	સરકારના નાણા વિભાગના સચિવશ્રી/અગ્ર સચિવશ્રી/અધિક મુખ્ય સચિવશ્રી	
૪	સંબંધિત વિભાગની વિભાગીય ખરીદ સમિતિના વડા	
૫	અધિક ઉદ્યોગ કમિશ્નર (સ.ખ.), ઉદ્યોગ કમિશનરની કચેરી - સભ્ય સચિવ	
૬	જરૂર હોય તો તકનિકી નિષ્ણાત (આમંત્રિત)	

(બ) ખરીદ સમિતિની ખરીદીની મંજૂરી અંગેની નાણાકીય મર્યાદા નીચે મુજબ રહેશે.

(૧) ડીપાર્ટમેન્ટલ પરચેન્સ કમિટી (DPC):

ક્રમ	ખરીદીનો પ્રકાર	ખરીદીની મંજૂરી અંગેની નાણાકીય મર્યાદા
૧	સામાન્ય ખરીદી	રૂ. ૭૫,૦૦,૦૦૦/- સુધી
૨	સોલીટરી ઓફર	રૂ. ૧૦,૦૦,૦૦૦/- સુધી
૩	રિપીટ ઓર્ડર	રૂ. ૫,૦૦,૦૦૦/- સુધી
૪	તત્કાલ(ઇમરજન્સી) ખરીદી	રૂ. ૧૦,૦૦,૦૦૦/- સુધી
૫	બ્રાન્ડેડ ખરીદી	સત્તા નથી

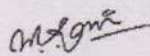
(૨) સેક્રેટરીએટ ડીપાર્ટમેન્ટલ પરચેન્સ કમિટી (SDPC):

ક્રમ	ખરીદીનો પ્રકાર	ખરીદીની મંજૂરી અંગેની નાણાકીય મર્યાદા
૧	સામાન્ય ખરીદી	રૂ. ૭૫,૦૦,૦૦૦ થી વધુ અને રૂ. ૫,૦૦,૦૦,૦૦૦ સુધી
૨	સોલીટરી ઓફર	રૂ. ૧૦,૦૦,૦૦૦ થી વધુ અને રૂ. ૫૦,૦૦,૦૦૦ સુધી
૩	રિપીટ ઓર્ડર	રૂ. ૫,૦૦,૦૦૦ થી વધુ અને રૂ. ૫૦,૦૦,૦૦૦ સુધી
૪	તત્કાલ(ઇમરજન્સી) ખરીદી	રૂ. ૧૦,૦૦,૦૦૦ થી વધુ અને રૂ. ૩૦,૦૦,૦૦૦ સુધી
૫	બ્રાન્ડેડ ખરીદી	રૂ. ૧૦,૦૦,૦૦૦ સુધી

(૩) સેક્રેટરી પરચેન્સ કમિટી (SPC):

ક્રમ	ખરીદીનો પ્રકાર	ખરીદીની મંજૂરી અંગેની નાણાકીય મર્યાદા
૧	સામાન્ય ખરીદી	રૂ. ૫,૦૦,૦૦૦,૦૦/- થી વધુ
૨	સોલીટરી ઓફર	રૂ. ૫૦,૦૦,૦૦૦/- થી વધુ
૩	રિપીટ ઓર્ડર	રૂ. ૫૦,૦૦,૦૦૦/- થી વધુ
૪	તત્કાલ(ઇમરજન્સી) ખરીદી	રૂ. ૩૦,૦૦,૦૦૦/- થી વધુ
૫	બ્રાન્ડેડ ખરીદી	રૂ. ૧૦,૦૦,૦૦૦/- થી વધુ

ઉપર વંચાણે લીધેલ ક્રમ (૪), (૫) અને (૮) સામે દર્શાવેલ ઉદ્યોગ અને ખાણ વિભાગના તા.૨૮/૧/૨૦૦૩, તા.૨૧/૫/૨૦૦૩ અને તા.૨૭/૧૨/૨૦૧૧ના ઠરાવથી ખરીદ સમિતિઓની રચના અને આવી સમિતિઓને આપવામાં આવેલ નાણાકીય સત્તાઓ અંગેની જોગવાઈ કરવામાં આવેલ છે, તેમાં ઉપર મુજબ ફેરફાર કરવામાં આવે છે, પરંતુ સદરહુ ઠરાવની અન્ય શરતો અને ત્યારબાદ વખતોખત બહાર પાડવામાં આવેલ સૂચનાઓ યથાવત રહેશે.


MR SONI-US-IMD

નોંધ:

(I) સોલીટરી ઓફર: સોલીટરી ઓફર એટલે કે એક જ ટેન્ડર મળેલ હોય અને/અથવા તાંત્રિક ચકાસણીમાં માત્ર એક જ ટેન્ડર સ્વીકાર્ય રહેતું હોય તેવા કિસ્સામાં પણ બીડર પેઢીનું ફાયનાન્સીયલ બીડ ઓપન કરવાનું રહે છે. સોલીટરી ઓફર અથવા સ્પર્ધા મર્યાદિત થયેલ હોય તેવા કિસ્સામાં ખરીદી અંગેના આખરી નિર્ણય માટે ભાવના વાજબીપણાનો આધાર લેવાનો રહેશે. બીડર પેઢીઓ દ્વારા ઓફર કરવામાં આવેલ ભાવ સામે તે જ ચીજવસ્તુઓના બજારભાવ (માર્કેટસર્વે), ટેન્ડર પ્રસિધ્ધ કરનાર કચેરી-ઇન્ટેન્ડર કચેરીની છેલ્લી ખરીદીની વિગતો, બીડર પેઢી દ્વારા આ ચીજવસ્તુઓ કયા ભાવે સપ્લાય કરે છે તેની વિગત માટે સાયન્ટીફિક માર્કેટસર્વે કરી ભાવના વાજબીપણાનો અભિપ્રાય સાથે ખરીદી અંગેનો એજન્ડા જે તે સમિતિ સમક્ષ નિર્ણય અર્થે રજૂ કરવાનો રહેશે.

(II) રિપીટ ઓર્ડર: ટેન્ડર પ્રક્રિયા અનુસર્યા સિવાય મૂળ ઓર્ડરની સામે બીડર પેઢી પાસેથી રીપીટ ઓર્ડર નીચેની શરતોને આધીન આપી શકાશે.

(ક) મૂળ ઓર્ડરની તારીખથી છ માસની અંદર અથવા નાણાકીય વર્ષ પુરુ થાય તે પહેલાં અને માત્ર એક જ વખત રીપીટ ઓર્ડર આપી શકાશે, પરંતુ આવા દરેક પ્રસંગે સાથોસાથ જ નવા ટેન્ડર પ્રસિધ્ધ કરવાની કાર્યવાહી શરૂ કરવાની રહેશે.

(ખ) ઓરીજનલ ટેન્ડર સ્વીકૃતિ પત્રથી ખરીદી માટે આપવામાં આવેલ ઓર્ડરના ૫૦% અથવા તેથી ઓછા જથ્થાની ખરીદી કરી શકાશે.

(ગ) રીપીટ ઓર્ડર હેઠળ ચીજવસ્તુઓની ખરીદી કરનાર કચેરીએ મૂળ ઓર્ડર હેઠળ જે માલની ખરીદી કરેલ છે તે માલની પ્રવર્તમાન બજાર કિંમતમાં ઘટાડો થયેલ નથી તથા ટેકનોલોજી અપગ્રેડેશન થયેલ નથી તે બાબતનું પ્રમાણપત્ર રજૂ કરવાનું રહેશે.

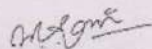
(III) તત્કાલ (ઇમરજન્સી) ખરીદી:

(ક) એકવીશ(૨૧) દિવસથી ઓછા દિવસ માટે ટેન્ડર પ્રસિધ્ધ થયેલ હોય તેવી ખરીદીને તત્કાલ (ઇમરજન્સી) ખરીદી ગણવાની રહેશે.

(ખ) તત્કાલ ખરીદીના કિસ્સામાં ટેન્ડર પ્રસિધ્ધિનો સમયગાળો ઓછામાં ઓછો સાત દિવસનો હોવો જોઈશે.

(ગ) તત્કાલ ખરીદીના કિસ્સામાં સંબંધિત વહીવટી વિભાગના સચિવશ્રીનું પ્રમાણપત્ર મેળવ્યા બાદ તત્કાલ ખરીદીની કાર્યવાહી હાથ ધરવાની રહેશે.

(ઘ) અસાધારણ પ્રકારની તત્કાલ ખરીદી જેવી કે રોગચાળો, કુદરતી આપત્તિ, રમખાણો વગેરેના સંજોગોમાં ટેન્ડર પ્રસિધ્ધિનો સમયગાળો સાત દિવસથી ઓછો રાખવા માટે સંબંધિત વહીવટી વિભાગના સચિવશ્રી દ્વારા તત્કાલ ખરીદીના પ્રમાણપત્રમાં ખાસ સંજોગો અને ખરીદીની યથાર્થતા દર્શાવતા કારણોની નોંધ કરવાની રહેશે.



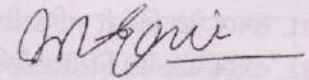
MR SONI-US-IMD

(૧૪) અમલીકરણ:

- (અ) આ નીતિનો અમલ રાજ્ય સરકારના વિભાગો, ખાતાના વડાઓ, કચેરીઓ, ઓથોરીટી, સરકારમાંથી ગ્રાન્ટ મેળવતા બોર્ડ/નિગમો સોસાયટીઓ વિગેરેએ ચૂસ્તપણે કરવાનો રહેશે.
- (બ) સ્થાનિક સ્વરાજની સંસ્થાઓએ પોતાની ખરીદ નીતિ, આ ખરીદ નીતિને સુસંગત તૈયાર કરવાની રહેશે.
- (ક) વંચાણે લીધેલ ક્રમ:૧ સામેના તા.૨૩/૯/૧૯૯૭ના ઠરાવ રદ થવા છતાં સદરહુ ઠરાવની જોગવાઈને આધીન વિભાગ દ્વારા વિના ટેન્ડર ખરીદી માટે વ્યક્તિગત કિસ્સામાં આપવામાં આવેલ માન્યતા અંગેના હુકમો, તેવા હુકમોમાં દર્શાવેલ શરતોને આધીન, તેવા હુકમમાં દર્શાવેલ સમય-મર્યાદા સુધી અમલમાં રહેશે.
- (ડ) આ નીતિના અમલીકરણમાં થતાં ભંગ અંગે ઉદ્યોગ કમિશનર તરફથી ચકાસણી કરી તે અંગેનો અહેવાલ સરકારશ્રીના જે તે વહીવટી વિભાગને મોકલવામાં આવશે, અને સંબંધિત વહીવટી વિભાગે તેમના અભિપ્રાય સાથેનો અહેવાલ ઉદ્યોગ અને ખાણ વિભાગને મોકલવાનો રહેશે અને આ બાબતમાં ઉદ્યોગ અને ખાણ વિભાગનો નિર્ણય અંતિમ અને બંધનકર્તા રહેશે.
- (ઘ) આ નીતિના અમલીકરણમાં કોઈ પ્રશ્ન ઉપસ્થિત થાય તો તે અંગે ઉદ્યોગ અને ખાણ વિભાગનો પરામર્શ કરવાનો રહેશે અને ઉદ્યોગ અને ખાણ વિભાગનું અર્થઘટન અંતિમ અને બંધનકર્તા રહેશે.

આ ઠરાવ સમાન ક્રમાંકની ફાઇલ પરની નાણા વિભાગની તા.૯/૧૦/૨૦૧૫, ૨૨/૨/૨૦૧૬, ૨૬/૦૪/૨૦૧૬ અને તા.૧/૬/૨૦૧૬ની નોંધથી મળેલ અનુમતિ અન્વયે બહાર પાડવામાં આવે છે.

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,



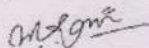
(મહેન્દ્ર આર. સોની)

ઉપ સચિવ

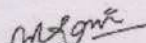
ઉદ્યોગ અને ખાણ વિભાગ

પ્રતિ

1. *માન. રાજ્યપાલશ્રીના સચિવશ્રી, રાજભવન, ગાંધીનગર.
2. માન. મુખ્યમંત્રીશ્રીના સચિવશ્રી, ગુજરાત સરકાર, સચિવાલય, ગાંધીનગર
3. તમામ માન. મંત્રીશ્રીઓના અંગત સચિવશ્રીઓ, ગુજરાત સરકાર, સચિવાલય, ગાંધીનગર
4. તમામ માન. રા.ક. મંત્રીશ્રીઓના અંગત સચિવશ્રીઓ, ગુજરાત સરકાર, સચિવાલય, ગાંધીનગર
5. તમામ માન. સંસદીય સચિવશ્રીઓના અંગત સચિવશ્રીઓ, ગુજરાત સરકાર, સચિવાલય, ગાંધીનગર
6. માન. અધ્યક્ષશ્રી, કાર્યક્રમ અમલીકરણ સમિતિના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
7. માન. વિરોધપક્ષના નેતાશ્રીના અંગત સચિવશ્રી, ગુજરાત વિધાનસભા સચિવાલય, ગાંધીનગર



8. માન. મુખ્ય દંડકથીના અંગત સચિવશ્રી, ગુજરાત વિધાનસભા સચિવાલય, ગાંધીનગર
9. અધિક મુખ્ય સચિવશ્રી, ઉદ્યોગ અને ખાણ વિભાગ, સચિવાલય ગાંધીનગર
10. અગ્ર સચિવશ્રી (પ્રવાસન), ઉદ્યોગ અને ખાણ વિભાગ, સચિવાલય ગાંધીનગર
11. સચિવશ્રી (કુટિર અને ગ્રામોદ્યોગ), ઉદ્યોગ અને ખાણ વિભાગ, સચિવાલય ગાંધીનગર
12. તમામ શાખાઓ/અધિકારીશ્રીઓ, ઉદ્યોગ અને ખાણ વિભાગ, સચિવાલય, ગાંધીનગર
13. નાણા વિભાગ, સચિવાલય, ગાંધીનગર
14. આરોગ્ય અને પરિવાર કલ્યાણ વિભાગ, સચિવાલય, ગાંધીનગર
15. વિજ્ઞાન અને પ્રૌદ્યોગિકી વિભાગ, સચિવાલય, ગાંધીનગર
16. ઉદ્યોગ કમિશનરશ્રી, ગુજરાત રાજ્ય, ઉદ્યોગ ભવન, ગાંધીનગર (૫૦૦ નકલો સાથે)
17. અધિક ઉદ્યોગ કમિશનરશ્રી(સ.ખ.), ઉદ્યોગ કમિશનરશ્રીની કચેરી, ઉદ્યોગ ભવન, ગાંધીનગર
18. સચિવાલયના તમામ વિભાગો... તેમના તાબા હેઠળના તમામ ખાતાના વડા/તાબાની/કચેરીઓ/બોર્ડ/કોર્પોરેશન/સંસ્થાઓ/સોસાયટીઓ/યુનિવર્સિટી અને સ્થાનિક સ્વરાજ્યની સંસ્થાઓ સહિત સંબંધિત સર્વેને જાણ કરવાની વિનંતી સહ..
19. ઉદ્યોગ અને ખાણ વિભાગ હેઠળના તમામ ખાતાના વડા/બોર્ડ/કોર્પોરેશન/સંસ્થાઓ/સોસાયટી/યુનિવર્સિટી તરફ..તાબા હેઠળની કચેરીઓને જાણ કરવાની વિનંતી સહ, જાણ અને જરૂરી કાર્યવાહી સાફ.
20. સર્વે ખાતાના વડા/બોર્ડ/કોર્પોરેશન/સંસ્થાઓ/સોસાયટીઓ/યુનિવર્સિટીઓ.
21. એકાઉન્ટન્ટ જનરલ, અમદાવાદ/રાજકોટ
22. *સચિવશ્રી, ગુજરાત તકેદારી આયોગ, ગાંધીનગર
23. *સચિવશ્રી, ગુજરાત વિધાનસભા સચિવાલય, ગાંધીનગર
24. *રજીસ્ટ્રારશ્રી, ગુજરાત હાઈકોર્ટ, સોલા-અમદાવાદ
25. *રજીસ્ટ્રારશ્રી, ગુજરાત લોકાયુક્ત કચેરી, ગાંધીનગર
26. કમિશનરશ્રી, સરદાર પટેલ ઈન્સ્ટીટ્યુટ ઓફ પબ્લીક એડમીનીસ્ટ્રેશન (સ્પીપા), અમદાવાદ.
27. તમામ કલેક્ટરશ્રીઓ
28. તમામ જિલ્લા વિકાસ અધિકારીશ્રીઓ
29. નિયામકશ્રી, હિસાબ અને તિજોરી, ડો. જીવરાજ મહેતા ભવન, ગાંધીનગર
30. હિસાબ અને તિજોરી અધિકારીશ્રીઓ
31. તમામ પેટા તિજોરી અધિકારીશ્રીઓ
32. તમામ મદદનીશ નિરીક્ષકશ્રીઓ (સ્થાનિક નિધિ હિસાબ)
33. પગાર અને હિસાબી અધિકારીશ્રી, અમદાવાદ, ગાંધીનગર, નર્મદા-ગાંધીનગર અને વડોદરા
34. સ્થાનિક ઓડિટ અધિકારી, અમદાવાદ-ગાંધીનગર
35. તમામ સ્થાનિક સ્વરાજ્યની સંસ્થાઓ
36. માહિતી નિયામકશ્રી, ગુજરાત રાજ્ય, ગાંધીનગર.... જરૂરી પ્રેસ નોંધ પ્રસિધ્ધ કરવા સાફ.
37. કોમ્પ્યુટર સેલ, ઉદ્યોગ અને ખાણ વિભાગ, સચિવાલય, ગાંધીનગર..વિભાગની વેબ-સાઈટ ઉપર મૂકવાની વિનંતી સહ.
38. શાખા પસંદગી ફાઈલ.
39. નાયબ સેક્શન અધિકારી પસંદગી ફાઈલ.


MR SONI-US-IMD

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

પરિશિષ્ટ-ક

સમગ્ર દેશના અતિ નાના (સૂક્ષ્મ) અને લઘુ ઔદ્યોગિક એકમો માટે આરક્ષિત ૧૭૪ ચીજવસ્તુઓ

Sr.No	No. Mentioned in List of Govt. of India List (358)	Description of Item
1	8.	Augur (Carpenters)
2	9.	Automobile Head lights Assembly
3	15	Bath tubs
4	16	Battery Charger
5	17	Battery Eliminator
6	19	Belt leather & straps
7	20	Bench Vices
8	29	Boxes Leather
9	33	Brass Wire
10	38	Button of all types (except plastic)
11	39	Candle Wax Carriage
12	40	Cane Valves/stock valves (for water fittings only)
13	41	Cans metallic (for milk & measuring)
14	42	Canvas Products: (a) Water Proof Deliver, Bags to spec. No. IS - 1422/70 (b) Bonnet Covers & Radiators Muff. to spec. Drg.Lv7/NSN/IA/ 130295
15	43	Caps Cotton & Woollen
16	44	Caps Waterproof
17	47	Centrifugal steel plate blowers
18	48	Centrifugal Pumps suction & delivery 150 mm. x 150 mm
19	49	Chaff Cutter Blade
20	50	Chains lashing
21	52	Chamois Leather
22	53	Chokes for light fitting
23	54	Chrome Tanned leather (Semi-finished Buffalo & Cow)
24	55	Circlips
25	56	Claw Bars and Wires
26	60	Cloth Jaconet
27	61	Cloth Sponge
28	62	Coir fibre and Coir yarn
29	63	Coir mattress cushions and matting
30	64	Coir Rope hawserlaid

M. S. Soni

MR SONI-US-IMD

31	65	Community Radio Receivers
32	66	Conduit pipes
33	67	Copper nail
34	68	Copper Napthenate
35	69	Copper sulphate
36	70	Cord Twine Maker
37	71	Cordage Others
38	88	(a) Crucibles up to No. 200 (b) Crucibles Graphite up to No. 500 (c) Other Crucibles up to 30 kgs.
39	90	Curtains mosquito
40	91	Cutters
41	92	Dibutyl phthalate
42	94	Dimethyl Phthalate
43	97	Domestic Electric appliances as per BIS Specifications: Toaster Electric, Elect. Iron, Hot Plates, Elect. Mixer, Grinders Room heaters & convectors and ovens
44	102	Dust Shield leather
45	105	Electric Call bells/buzzers/door bells
46	106	Electric Soldering Iron
47	107	Electric Transmission Line Hardware items like steel cross bars, cross, arms clamps arching horn, brackets, etc
48	108	Electronic door bell
49	111	Equipment camouflage Bamboo support
50	112	Exhaust Muffler
51	113	Expanded Metal
52	114	Eyelets
53	115	Film Polythene - including wide width film
54	116	Film spools & cans
55	117	Fire Extinguisher (wall type)
56	118	Foot Powder
57	119	French polish
58	120	Funnels
59	121	Fuse Cut outs
60	122	Fuse Unit
61	124	Gas mantels
62	131	Grease Nipples & Grease guns
63	132	Gun cases
64	133	Gun Metal Bushes
65	134	Gumtape
66	136	Hand gloves of all types
67	137	Hand Lamps Railways
68	138	Hand numbering machine
69	139	Hand pounded Rice (polished and unpolished)

MR SONI

MR SONI-US-IMD

Page 16 of 27

70	140	Hand presses
71	144	Harness Leather
72	145	Hasps & Staples
73	146	Haver Sacks
74	147	Helmet Non-Metallic
75	148	Hide and country leather of all types
76	149	Hinges
77	150	Hob nails
78	151	Holdall
79	153	Horse and Mule Shoes
80	156	Invalid wheeled chairs.
81	157	Invertor domestic type upto 5 kvA
82	159	Key board wooden
83	161	Kodali
84	162	Lace leather
85	163	Lamp holders
86	164	Lamp signal
87	165	Lanterns Posts & bodies
88	166	Lanyard
89	167	Latex foam sponge
90	168	Lathies
91	169	Letter Boxes
92	170	Lighting Arresters - upto 22 kv
93	171	Link Clip
94	172	Linseed Oil
95	173	Lint Plain
96	175	Lubricators
97	176	L.T. Porcelain KITKAT & Fuse Grips
98	177	Machine Screws
99	178	Magnesium Sulphate
100	179	Mallet Wooden
101	181	Measuring Tapes and Sticks
102	182	Metal clad switches (upto 30 Amps)
103	184	Metallic containers and drums other than N.E.C. (Not elsewhere classified)
104	185	Metric weights
105	186	Microscope for normal medical use
106	187	Miniature bulbs (for torches only)
107	188	M.S. Tie Bars
108	192	Nickel Sulphate
109	193	Nylon Stocking
110	194	Nylon Tapes and Laces
111	197	Pad locks of all types

M. S. G. M.
MR SONI-US-IMD

112	199	Palma Rosa Oil
113	200	Palm gur
114	201	Pans Lavatory Flush
115	206	Piles fabric
116	207	Pillows
117	211	Playing Cards
118	215	Post Picket (Wooden)
119	216	Postal Lead seals
120	217	Potassium Nitrate
121	219	Pressure Die Casting upto 0.75 kg
122	220	Privy Pans
123	221	Pulley Wire
124	227	Railway Carriage light fittings
125	228	Rakes Ballast
126	232	Rivets of all types
127	236	Rubber Cord
128	239	Rubberized Garments Cap and Caps etc
129	240	Rust/Scale Removing composition
130	241	Safe meat & milk
131	242	Safety matches
132	243	Safety Pins(and other similar products like paper pins, staples pins etc)
133	244	Sanitary Plumbing fittings
134	245	Sanitary Towels
135	247	Scissors cutting (ordinary)
136	249	Sheep skin all types
137	250	Shellac
138	252	Shovels
139	254	Silk ribbon
140	255	Silk Webbing
141	256	Skiboots & shoes
142	258	Snapfastner (Excluding 4 pcs. ones)
143	260	Soap Curd
144	264	Soap Yellow
145	265	Socket/pipes
146	266	Sodium Nitrate
147	268	Sole leather
148	270	Spiked boot
149	271	Sports shoes made out of leather (for all Sports games)
150	273	Stapling machine
151	283	Stockinet
152	284	Stone and stone quarry rollers
153	288	Student Microscope

MR SONI

MR SONI-US-IMD

154	292	Tack Metallic
155	295	Teak fabricated round blocks
156	296	Tent Poles
157	297	Tentage Civil/Military & Salitah Jute for Tentage
158	301	Tin can unprinted up to 4 gallons capacity (other than can O.T.S.)
159	302	Tin Mess
160	303	Tip Boots
161	305	Toilet Rolls
162	306	Transformer type welding sets conforming to IS:1291/75 (upto 600 amps)
163	307	Transistor Radio up to 3 band
164	308	Transistorised Insulation - Testers
165	322	Water Proof paper
166	323	Water tanks up to 15,000 litres capacity
167	324	Wax sealing
168	325	Waxed paper
169	327	Welded Wiremesh
170	328	Wheel barrows
171	329	Whistle
172	331	Wind Shield Wipers (Arms & Blades only)
173	334	Wire nails and Horse shoe nails
174	336	Wood Wool

MR SONI

MR SONI-US-IMD

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

પરિશિષ્ટ-ખ

રાજ્યના અતિ નાના (સૂક્ષ્મ) અને લઘુ ઔદ્યોગિક એકમો માટે આરક્ષિત ૧૮૮ ચીજવસ્તુઓ

Sr. No	No. Mentioned in List of Govt. of India List (358)	Description of Item
1	1	AAC(all aluminum conductor) and/or ACSR(aluminum conductor steel reinforced) Conductor up to 19 strands
2	2	Agricultural Implements, Bullock cart Axles (a) Hand Operated tools, (b) Animal driven implements
3	3	Air/Room Coolers
4	4	Aluminum hardware
5		Aluminum utensils
6		Aluminum Milk cans & measures
7	5	Ambulance stretcher
8	6	Ammeters/ohm meter/Volt meter (Electro magnetic upto Class I accuracy)
9	7	Anklets Web Khaki
10	10	Badges cloth embroidered and metals
11	12	Bandage cloth
12	13	Barbed Wire
13	14	Basket cane (Procurement can also be made from State Forest Corpn. and State Handicrafts Corporation)
14	18	Beam Scales (up to 1.5 tons)
15	21	Bituminous Paints
16	22	Blotting Paper
17	23	Bolts & Nuts
18	24	Bolts Sliding
19	25	Bone Meal
20	26	Boot Polish
21	27	Boots & Shoes of all types including canvas shoes
22	28	Bowls
23	30	Boxes made of metals
24	31	Braces
25	32	Brackets other than those used in Railways
26	34	Brief Cases (other than moulded luggage)
27	35	Brooms
28	36	Brushes of all types
29	37	Water Buckets

M. S. Soni

MR SONI-US-IMD

Page 20 of 27

30	45	Castor Oil
31	46	Ceiling roses upto 15 amps
32	51	Chappals and sandals
33	57	Cleaning Powder
34	58	Clinical Thermometers
35	72	Corrugated Paper Board & Boxes
36	73	Cotton Absorbent
37	74	Cotton Belts
38	75	Cotton Carriers
39	76	Cotton Cases
40	77	Cotton Cord Twine
41	78	Cotton Hosiery
42	79	Cotton Packs
43	80	Cotton Pouches
44	81	Cotton Ropes
45	82	Cotton Singlets
46	83	Cotton Sling
47	84	Cotton Straps, Cotton string (waxed/Non waxed, Sewing-thread
48	85	Cotton tapes and laces
49	86	Cotton Wool (Non absorbent)
50	87	Crates Wooden & plastic
51	89	Cumblies & blankets
52		Chain pulley block
53	257	Sluice valve
54		Clip Board
55		Conduit Pipes metallic
56		Cotton Garments, Clothes, Apparels & madeups
57		Cardboard boxes
58	93	Diesel engines up to 15 H.P
59	95	Disinfectant Fluids
60	96	Distribution Board up to 15 amps
61	99	Drawing & Mathematical Instruments
62	100	Drums & Barrels (For liquid storage)
63	101	Dust Bins(up to 10 ltr)
64	104	Dyes: (a) Azo Dyes (Direct & Acid), (b) Basic Dyes
65	109	Emergency Light (Rechargeable type)
66	110	Enamel Wares & Enamel Utensils
67		Electric motors up to 10 HP.
68	123	Garments (excluding supply from Indian Ordnance Factories)
69	125	Gauze cloth
70	126	Gauze surgical all types
71	127	Ghamellas (Tasllas)

MR SONI

MR SONI-US-IMD

Page 21 of 27

72	128	Glass Ampules
73	129	Glass & Pressed Wares
74	130	Glue
75		Glue tapes all types
76	135	Hand drawn carts of all type
77	141	Hand Pump& its parts
78	142	Hand Tools of all types
79	143	Handles wooden and bamboo (Procurement can also be made from Gujarat State Forest Development Corporation and Gujarāt Handloom and Handicrafts Development Corporation)
80	152	Honey
81	154	Hydraulic Jacks below 30 ton capacity
82	155	Dust(Powder) and liquid Sprayers for insecticides (Manual only)
83	158	Iron (dhobi)
84	160	Tool kit box made from Sheet metal (empty)
85	174	Lockers
86		LT Porcelaine insulator & fuse grips
87	180	Manhole covers
88		Metal Polish
89	189	Nail Cutters
90	190	Naphthalene Balls
91	191	Newar (plastic box strappings)
92	195	Oil Bound Distemper
93	196	Oil Stove & Wick Stove only
94	198	Paint remover
95	203	Paper Tapes (Gummed)
96		Paper weight
97	204	Papads
98	205	Pickles & Chutney
99	208	Plaster of Paris
100	209	Plastic Containers up to 20 liter excluding Poly Ethylene Terphthalate (PET) Containers
101	210	Plastic cane
102		Plastic Pen
103		Plastic Button
104	212	Plugs & Sockets electric up to 15 Amp
105	213	Polythene bags
106	214	Polythene Pipes
107	218	Pouches
108	222	PVC foot wears
109	223	PVC pipes up to 110 mm
110	224	PVC Insulated Aluminum Cables (up to 120 sq. mm) (ISS:694)

M. S. Soni

MR SONI-US-IMD

Page 22 of 27

111	98	Domestic (House Wiring) P.V.C. Cables and Wires (Aluminum) Conforming to the prescribed BIS Specifications and up to 10.00 mm sq. nominal cross section
112		Polythene film, geometry compass, geometrical compass
113		Pencil
114	226	Rags
115	229	Razors
116	230	RCC Pipes up to 1200 mm. dia
117	231	RCC Poles Prestressed
118	233	Rolling Shutters
119	234	Roof light Fittings
120	235	Rubber Balloons
121	237	Rubber Hoses (Unbranded)
122	238	Rubber Tubing (Excluding braided tubing)
123	246	Scientific Laboratory glass wares (Barring sophisticated items)
124	248	Screws of all types including High Tensile
125	253	Sign Boards painted
126	259	Soap Carbolic
127	261	Soap Liquid
128	262	Soap Soft
129	263	Soap washing or laundry soap
130	267	Sodium Silicate
131		Spade Big Pedal
132	269	Spectacle frames
133	272	Squirrel Cage Induction Motors up to and including 100 KW440 volts 3 phase
134	274	Steel Almirah
135	275	Steel beds stead
136	276	Steel Chair
137	277	Steel desks
138	278	Steel racks/shelf
139	279	Steel stools
140	280	Steel trunks
141	281	Steel wool
142	282	Steel & aluminum windows and ventilators
143	286	Stranded Wire
144	287	Street light fittings
145		Stone ware Pipes
146	285	Stone ware Jars
147	289	Studs (excluding high tensile)
148	290	Surgical Gloves (Except Plastic)
149	291	Table knives (Excluding Cutlery)
150	293	Taps
151	294	Tarpaulins

MR SONI

MR SONI-US-IMD

Page 23 of 27

152	298	Other Textiles products manufactured, N.E.C. (not elsewhere classified)
153	299	Tiles, (Cement & Ceramic tiles)
154	300	Tin Boxes for postage stamp
155	304	Toggle Switches
156	309	Trays, including metal tray
157	310	Trays for postal use
158	311	Un-motorized Trolley up to 50 Kg capacity
159	312	Trolleys - drinking water
160	313	Tubular Poles
161	314	Tyres & Tubes (Cycles)
162	315	Umbrellas
163	316	Utensils all types
164	317	Valves Metallic
165	318	Varnish Black Japan
166	319	Voltage Stabilisers including C.V.T's
167	320	Washers all types
168	321	Water Proof Covers
169	326	Weighing Scale
170	330	Wicks cotton
171	332	Wire brushes and Fiber Brushes, Wire adjusting screw
172	333	Wire Fencing & Fittings
173	335	Wire nettings of gauze thicker than 100 mesh size
174	337	Wooden ammunition boxes
175	338	Wooden Boards
176	339	Wooden Box for Stamps
177	340	Wooden Boxes and Cases N.E.C. (Not elsewhere classified)
178	341	Wooden Chairs
179		Wooden crates
180	342	Wooden Flush Door Shutters
181	343	Wooden packing cases all sizes
182	344	Wooden pins
183	345	Wooden plugs
184	346	Wooden shelves
185	347	Wooden veneers
186	348	Woollen hosiery
187	349	Zinc Sulphate
188	350	Zip Fasteners

MR SONI

MR SONI-US-IMD

Page 24 of 27

પરિશિષ્ટ-ગ

રાજ્યના કુટીર ઉધોગ માટે આરક્ષિત ૩૦ ચીજવસ્તુઓ

Sr. No	No. mentioned in List of Govt. of India List (358)	Item Description
1.	11	Bags of all types i.e. made of leather, canvas & jute etc. including kit bags, mail bags, sleeping bags & water-proof bag
2.	59	Cloth Cover
3.	103	Cotton duster
4.	202	Paper conversion products, paper bags, envelopes, Ice-cream cup
5.	225	Cotton quilts, Razais
6.	251	Shoes laces
7.	351	Cane furniture
8.	352	Bamboo file tray, Baskets, Pencil stand, side racks etc.
9.	353	Artistic Wooden Furniture
10.	354	Wooden paper weight, racks etc.
11.	355	Glass covers made of wood and grass jute
12.	356	Jute furniture
13.	357	Jute bags, file cover
14.	358	Woolen & silk carpets
15.		Cotton cloth for packing
16.		Handloom Curtain Cloth
17.		Sofa durrie, Car seat durrie, Doormat
18.		Cotton cases
19.		Sponge of Cloth
20.		Purses, small bag of cotton cloth
21.		Cotton ropes
22.		Cotton twisted strings
23.		Coir Doormat, Bags, Purses
24.		Sankheda Furniture
25.		Cotton File Cover
26.		Broom
27.		Brush
28.		Candle
29.		Wooden vendor lorry (હાથલારી)
30.		Wooden boards

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

પરિશિષ્ટ-ઘ

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

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

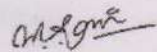
CIRCULAR

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

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

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

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



MR SONI-US-IMD

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

પરિશિષ્ટ-ચ

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

**GOVERNMENT OF GUJARAT
FINANCE DEPARTMENT**

Circular No.GST 1070/6246-TH,
Sachivalaya, Gandhinagar
Dated the 30th January, 1971

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

CIRCULAR

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

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

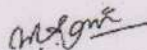
Sd/-

T.K.JAYARAMAN

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

To,

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



MR SONI-US-IMD