

## ફોર્મ ખ-૧

### GUJARAT WATER SUPPLY & SEWERAGE BOARD

(A Government of Gujarat Undertaking)

ગુજરાત પાણી પુરવઠા અને ગટર વ્યવસ્થા બોર્ડ, ગાંધીનગર

### PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

કામો માટેનું ટકાવારી દરવાજું ટેન્ડર અને કોન્ટ્રાક્ટ

Name of Work-  
કામનું નામ

Name of Work : Construction of Under Ground Sump of 1.20 lakh liters at THAPALA VILLAGE UNDER REJUVENATION PROGRAMME

Division –વિભાગ

P.H. Works Division, Junagadh

ટેન્ડર આપ્યા તારીખ

ટેન્ડર સ્વીકારવાની છેલ્લી તારીખ

સમય : કચેરીના કામકાજના

18.00 P.M.

કલાકો સુધી

Issued to – શ્રી

વિભાગીય હિસાબનીશ

OPENED BY

ON DATE

નાયબ કાર્યપાલક ઈજનેર

કાર્યપાલક ઈજનેર

અધિક્ષક ઈજનેર

## MEMORANDUM OF WORKS IN BRIEF

## કરવાના કામની ટૂંકમાં યાદી

- (1) Name of the work- કામનું નામ As per page number one of this Booklet.
- (2) Estimated Cost અંદાજીત કિંમત Rs. 5,30,420=00
- (3) Earnest Money - બાનાની રકમ Rs. 5,304.00
- (4) Validity period of tender offered. 90 days from the stipulated date of receiving of the tender but no modification shall be allowed after handing over tender to postal authorities.
- (૪) ઓફર કેટલા દિવસ ખુલ્લી રહેશે. ટેન્ડર સ્વીકારવાની તારીખથી (૯૦/૧૨૦) દિવસો સુધી પરંતુ ટેન્ડર પોસ્ટલ ઓથોરીટીને રવાનગી માટે સોંપ્યા બાદ (વેલીડીટી સમય પુરો થાય ત્યાં સુધી) કોઈ ફેરફાર કરી શકાશે નહિં.
- (5) Security Deposit – જામીનગીરી અનામત
- (i) In the form of small savings or Narmdada Bonds (of minimum one year time limit) 2.5 % Rs. 13,260=00
- (૧) નાની બચત રૂપે અથવા નર્મદા નિગમની બાંધી મુદતની થાપણ સ્વરૂપે (ઓછામાં ઓછી એક વર્ષની મુદત વાળી) રૂ.
- (ii) To deducted from bills. 2.5% Rs. 13,260=00
- (૨) ચાલુ બિલોમાંથી કરવાની કપાત રૂ.
- (iii) Performance bond of Schedule bank 5 %
- (iv) અનુસૂચિત બેન્કનું પરફોર્મન્સ બોન્ડ Rs. -
- Total એકંદર 5/40 % Rs. 26,520=00
- (6) Time allowed for completion of the work From the date of written order to commence. 3 (Three) Months
- કામ શરૂ કરવાના હુકમ મળ્યા તારીખથી કામ પુરું કરવા માટેનો મળવાપાત્ર સમય
- (7) Other details- અન્ય વિગતો
- (i) Date on or before which the tender must reach the office. Dt
- (૧) કચેરીમાં ટેન્ડર પહોંચતું કરવાની તારીખ તા.
- (૨) ટેન્ડર મોકલવાની પદ્ધતી.
- (b) Tenders sent by ordinary post will be Outright rejected (a) In sealed cover by Registered post only. (ક) મહોર બંધ કવરમાં ફક્ત રજિસ્ટર્ડ ટપાલથી જ (ખ) સાદી ટપાલથી મોકલેલ ટેન્ડર સીધું રદ કરવામાં આવશ
- (iii) Description essential to be made on sealed cover. (a) Name of work
- (૩) મહોરબંધ કવર પર દર્શાવવાની જરૂરી વિગત. (b) Last date of Receiving the Tender
- (iv) Mode of quoting rate in Schedule 'b' (ખ) ટેન્ડર સ્વીકારવાની છેલ્લી તારીખ.
- કચ) અનુસૂચિ 'ખ'માં ભાવભરવાની રીત

In figures as well as words.

આંકડા તેમજ શબ્દોમાં.

\*Strike out which ever is not applicable

\*

લાગુ ન પડતું હોય તે છેકી નાંખવું

Note : - The normal rate of Security Deposit is 5 percent for work upto Rs 30.0 lakh and further 5 % as performance bond for work above Rs. 30 lakh. Out of 5% of Security Deposit 50% is payable at the time of acceptance of tender and the balance by deduction from progress bills.

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Schedule'A' Materials to be supplied from P.W. Store.

Schedule'B' Memorandum showing items of works to be carried out.

### DATA SHEET FOR B – 1 Tendering

#### (A) Details of Tender item :

Sr. No	Name of work	Estimated Tender Value in (Rs. _____)	EMD (Rs. _____) (1%)	Tender fee Deposit	Total Security of work (5%)	Period of Completion
1	2	3	4	5	6	7
1	Construction of Under Ground Sump of 1.20 lakh liters at THAPALA VILLAGE UNDER REJUVENATION PROGRAMME	5,30,420=00	5,350.00	900.00	26,521=00	3 (Three) Months

(B) Eligibility : Register in “E2” Class or above / Pre – qualification

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

- |     |   |   |
|-----|---|---|
| I   | Site visit (If any)                               | On date ____ / ____ / ____ ; ____ ; Hr  |
| II  | Downloading of tender documents Starts & End Date | From date ____ / ____ / ____ .  |
| III | Online submission of bid                          | Upto date _.  |
| IV  | Submission of EMD and Tender Fee                  | Submission in electronic format only through online by scanning and then the same should be sent in original to Tender Opening Authority at the time of tender opening or sent the same through R.P.A.D/Speed post/Hand Delivery So as to reach Executive Engineer P.H.W. Dn Junagadh within Next working days from the last date of Submission of Tender. If Tender fee and E.M.D is not paid as shown in bid documents, action to hold his registration in abeyance shall be taken and his e – tendering Code will be cancelled for one year. |
| V   | Online opening of Bid                             | On date ____ / ____ / ____ & ____ ; ____ Hr   |
| VI  | BID Validity Period                               | 120 days from the last date of downloading Bids.  |

● Bidder can download the tender document free of cost from web site <http://gwssb.nprocure.com> & [www.statenders.com](http://www.statenders.com)

● Bidder have to submit bid in Electronic format only on above mentioned website till the Date & time shown above.

● Offers in physical form will not be accepted in any case.

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

(D)

- |    |                        |   |
|----|------------------------|---|
| I  | Bid inviting Authority | Executive Engineer P.H.W.Dn, Jalbhuvan Ground Floor,Bilkha Road, junagadh-362001  |
| II | Bid opeing Authority   | Executive Engineer P.H.W.Dn, Jalbhuvan Ground Floor,Bilkha Road, Junagadh-362001. |

(E)

- |   |                      |   |
|---|----------------------|---|
| I | Mode of quoting Rats | Percentage premium or Rebate in word and figures at the end of Schedule B |
|---|----------------------|---|

The list of certifying agencies are as mentioned under :

Sr. No	Name of certifying Agency	Website Address
1	(n) Code solution (G.N.F.C)	<a href="http://www.gnfc.com">www.gnfc.com</a>
2	Safecrypt	<a href="http://www.safecrypt.com">www.safecrypt.com</a>
3	TCS	<a href="http://www.tcs.-ca.tcs.co.in">www.tcs.-ca.tcs.co.in</a>

4	MTNL	www.mtnltrustline.com
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### NOTICE INVITING TENDERS (OFF LINE)

1. ~~Tenderes are invited on behalf of Governor of State of the Gujarat for work as per page number one of this Booklet. The work is estimated to cost of Rs. \_\_\_\_\_ This estimate however, is given as a rough guide.~~
2. ~~The work are required to be completed within \_\_\_\_\_ months as per the terms of the contract conditions.~~
3. ~~The contractor whose names are born of the approved list of contractors of Gujarata state R & B Deptt. / W.R.D in E / D / C / B / A / AA Class and above on the date of opeing Tenders only will be permitted to tender. Not more than one tender shall be submitted by contractor or by a firm of Contractors. No two or more concerns in which individual is interested as a proprietor and / or a partner shall tender for execution of the same works. If they do so, all such tenders documents shall be liable to be rejected.~~
4. ~~Application for issue of tender documents shall be submitted to \_\_\_\_\_ so as to reach his office not later than \_\_\_\_\_.~~
5. ~~Tender documents consisting of conditions , specification, Schedule (s) of quantities of the various classes of work to be done, the conditions of contract etc; will be issued / sold (date) \_\_\_\_\_ to \_\_\_\_\_ (date) upto 4.00 PM on payment or Rs. \_\_\_\_\_.~~
6. ~~Copies of other drawings and documents pertaining to tender and signed for the purpose of identification by the accepting Officer or his accredited representative will be open for inspection by tenderers at the following offices during working hours between the dates mentioned in clause 6 above (a) \_\_\_\_\_ (b) \_\_\_\_\_.~~
7. ~~Tenderes are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents samples, site etc; whether he inspects them or not.~~
8. ~~Submission of a tender by a tendere implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tool and plant etc. will be issued to him, by Government and local conditions and other factor bearing on the execution of the works.~~
9. ~~A tenderer should quote in figures as well as in words the rate 9s) tendered. Special care shall be taken to write rates in figures as well as in words and the amounts in figure only and in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In ease of figures the words Rs should be written before the figure of rupees and the word 'paise' after the decimal figure e.g Rs 2.15 p and ease of words the 'Rupees' should preceed and the word 'Paise' should be written at end. Unless the rate is in whole rupees and followed by the word 'only', it should invariably be upto two place of decimal.~~
10. ~~All the rates shall be quoted on the tender form.~~
11. ~~The tender for the works shall not be witnessed by a contractor of contractors who himself / themselves has / have tendered or who may and has / have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering, as well as of those witnessing the tender, liable to rejection.~~
12. ~~**Receiving and opening of the tender :** Tenderer shall be received by Registered Post A.D by \_\_\_\_\_ upto Office Hours upto the \_\_\_\_\_ (date) and shall be opened at \_\_\_\_\_ Hour on \_\_\_\_\_ in presence of tenderer who may be present.~~
13. ~~In the case of contractors who have not furnished standing security, the tender shall be accompanied by earnest money (unless exempted from depositing it) of Rs \_\_\_\_\_ Treasury Chalan / Deposit at call receipt issued in favour of \_\_\_\_\_ by a scheduled or Nationalised bank or Narmada / Shrinidhi F.D Rs the amount being credited to \_\_\_\_\_ A contractor exempted from depositing earnest money / security in individual case (c) shall attach with the tender an attested copy of the letter exempting him from depositing earnest money / Security and shall produce the original when called upon to do so.~~
14. ~~A tenderer shall submit the tender which satisfies each and every condition laid down in this notice and tender documents , failing which the tender will be liable to be rejected.~~
15. ~~The Governor of the state of Gujarat does not bind himself to accept the lowest or any tender or to give any reasons for the decision.~~
16. ~~This notice of tender shall form part of the contract documents.~~

For and on behalf of Governor for the state of Gujarat

## NOTICE INVITING TENDERS (ON LINE)

1. Tenderers are invited on behalf of Governor of State of the Gujarat for work as per page number two of this Booklet. The work is estimated to cost of Rs. **530420=00** This estimate however, is given as a rough guide.
2. The work are required to be completed within **3 ( Three )** months as per the terms of the contract conditions.
3. The contractor whose names are born of the approved list of contractors of Gujarat state R & B Deptt. / W.R.D in E-2 / D / C / B / A / AA Class and above on the date of opening Tenders only will be permitted to tender. Not more than one tender shall be submitted by contractor or by a firm of Contractors. No two or more concerns in which individual is interested as a proprietor and / or a partner shall tender for execution of the same works. If they do so, all such tenders documents shall be liable to be rejected.
4. Bid documents can be downloaded & submitted in Electronic format online web site <http://gwssb.nprocure.com> / [www.rnb.procure.com](http://www.rnb.procure.com) , tendernptocure.com from to upto hours.
5. Tender documents consisting of conditions , specification, Schedule (s) of quantities of the various classes of work to be done, the conditions of contract etc; will be shown on above Web site.
6. Copies of other drawings and documents pertaining to tender and signed for the purpose of identification by the accepting Officer or his accredited representative will be open for inspection by tenderers at the following offices during working hours between the dates mentioned in clause 4 above.
7. Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents samples, site etc; whether he inspects them or not.
8. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tool and plant etc. will be issued to him, by Government and local conditions and other factor bearing on the execution of the works.
9. The bidder should quote his bid premium or rebate at the end of Schedule B. If he does not wish to quote premim or rebate, he should indicate "at par" in the blank space preceding "% above / below" in Schedule B. Thereafter he should work out and indicate the offered bid amount both in words and figures in Schedule B.
10. All the rates shall be quoted on the tender form.
11. The tender for the works shall not be witnessed by a contractor of contractors who himself / themselves has / have tendered or who may and has / have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering, as well as of those witnessing the tender, liable to rejection.
12. The electronically offered bids will be opened at hours on in presence of bidder who may choose to remain present in the office of the Bid opening Authorities Specified in bid documents.
13. "Demand Draft for E.M.D & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D & Tender fee are received for purpose of opening the bid. According after of those shall be opened whose E.M.D & Tender fee is received electronically. However for the purpose of realization of D.D bidder shall send the D.D/EMD in original to Tender opening Authority at the time of tender opening or send the same through R.P.A.D/Speed post/Hand delivery so as to reach Executive Engineer P.H.W.Dn Junagadh within very Next day from the last date of Submitting the Tender online. If Tender fee and E.M.D is not paid as shown in bid document, action to hold his registration in abeyance shall be taken and E- Tendering Code will be cancelled for one year. ~~D.D for Exemption Certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online.~~ "Any documents in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc) & hard copy will not be accepted spepatately."
14. The Governor of the state of Gujarat does not bind himself to accept the lowest or any tender or to give any reasons for the decision.
15. This notice of tender shall form part of the contract documents.

For and on behalf of Governor for the state of Gujarat

બાં. વિ. ૨૮૬-ઈ અને જી., (સુધારેલ) ૧૫.૦૮.૨૦૧૭ ના સુધારા સાથે

**FORM B-1/ફોર્મ બ-૧**

**ROAD & BUILDING / WATER RESOURCE DEPARTMENT**

**Contract for Works**

**Section – 1**

CIRCLE સર્કલ Public Health Work Circle, Junagadh

DIVISION-ડિવીઝન P.H. Works Division ,Junagadh

**PERCENTAGE TENDER AND CONTRACT FOR WORKS**

કામો માટેનું ટકાવારી – દરવાજું ટેન્ડર અને કોન્ટ્રાક્ટ

**INFORMATION & INSTRUCTION FOR TENDERERS: ટેન્ડર ભરનારને વધારાની સૂચનાઓ**

**1. Mode of Submitting the Tender :**

The tenders in the form of feffered to notice inviting Tender shall be submitting in Electronic format only online web site <https://gwssb.nprocure.com> till the date & time shown before.

Offer in Physical form will not accept in any case.

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

Sr. No	Name of certifying Agency	Website Address
1	(n) Code solution (G.N.F.C)	<a href="http://www.gnfc.com">www.gnfc.com</a>
2	Safecrypt	<a href="http://www.safecrypt.com">www.safecrypt.com</a>
3	TCS	<a href="http://www.tcs.-ca.tcs.co.in">www.tcs.-ca.tcs.co.in</a>
4	MTNL	<a href="http://www.mtnltrustline.com">www.mtnltrustline.com</a>

2. **Competency of Tenderer :** No contract will be awarder except to responsible bidders capable of performing the class of work contemplated. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within the time stipulated. Contractor may be required to furnish the department with the statement as to their experience and their financial status.

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

4. **Payment of Tender Fee and Earnest Money Deposit :** “Demand Draft for E.M.D & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D & Tender fee are received for purpose of opening the bid. According after of those shall be opened whose E.M.D & Tender fee is received electronically. However for the purpose of realization of D.D bidder shall send the D.D in original to Tender opening Authority at the time of tender opening or send the same through R.P.A.D/Speed post/hand delivery so as to reach Executive Engineer P.H.W.Dn Junagadh within very Next day of closing the online bid. If Tender fee and E.M.D is not paid as shown in bid document, action to hold his registration in abeyance shall be taken and E-Tendering Code will be cancelled for one year. ~~D.D for Exemption Certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online.~~ Any documents in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc) & hard copy will not be accepted separately.” (R&B Circular No – ૫૨૫ – ૧૦૨૦૦૮ – ૫ – ૬, Dated 18.01.2008 & 27.11.2008)

5. **Payment** – The tenderer must understand clearly that the rates quoted are for completed works and include all costs due to labor, scaffolding plant, supervision, service work, power, royalties and octroi etc., and to include all extras to cover the cost of night work if and when required and no claim for additional payment beyond the price/rates quoted will be entertained and the tenderers will not be entitled subsequently to make any claim on the ground of misrepresentation or on the ground that he was supplied with information given by any person(Whether the member is the employee of Public Works Department or not). Any failure on his part to obtain all necessary information for the purpose of making his tender and filling the several prices and rates therein shall not relieve him from any risks or liabilities arising out of or consequent upon the submission of the tender.

6. **Tender Forms :** This form will state work to be carried out as well as the date of submitting and opening tenders and the time allowed for carrying out the work also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be paid by the successful tenderer and percentage, if any, to be deducted from bill. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted Copies of the specification, design and drawing and estimated rates, and any other documents required in connection with work which shall be signed by the Executive Engineer for the purpose of identification shall also be open for inspection by Contractor at the Office of the Executive Engineer during office hours. However every ‘blank’ in the form of the e – tender and in the Schedule and Annexure must be filled up by the tenderer and must be submitted online.



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

8. **Earnest Money:** Earnest money in specific form @ 1 % of the estimated cost must be sent as specified in instruction no 4 preceding electronically. Tenderer may pay earnest money upto Rs. 50,000.00 in the form crossed demand draft or fixed deposit or fixed deposit – at – call receipts with a validity period of not less than six months of Nationalised or Scheduled bank or Narmada / Shrinidhi F.D Rs drawn in favor of Executive Engineer P.H.W.Dn. Junagadh, concern. Earnest money by cheque & Bank Guarantee shall not be accepted. (Vide R&BD G.R No TNC / 1090 /100) (4) – (C), Dated 04.11.2000). However in respect of the work estimated to cost above Rs. 50.0 Lakh , the amount of earnest money in excess of Rs. 50,000.00 can be offered by the contractor, at his choice, in form of Bank Gurantee in such case will be furnished in the following form. In such case also, the amount of earnest money first Rs 50,000.00 will be paid only in the form of crossed demand drafts or fixed deposit at call receipts worth the validity period of not less than 6 months of the Nationalised or Schedule or Narmada / Shirinidhi F.D.Rs.

~~The Contractors who have secured exemption certificate for payment of earnest money by depositing Lum Sum earnest money Deposit need not pay earnest money, but produce the certified copy of exemption certificate along with the tender electronically.~~ If the contractor does not remit the tender fee & the earnest money within specified time his registration will be held in abeyance for one year & his tendering code will be cancelled for one year. If contractor does not turn upto pay the Security Deposit and executed contract agreement within specified (or extended ) time after intimation to him about acceptance of his offer, the earnest money paid for this 'work will be forfeited and such tender's tender shall be rejected and then accordingly of foresaid provision of tender, action to blacklist the Contractor will be initiated without delay. (Vide R&B D G.R No Misc. – 1097 – 90 – 1091/ 97 – Z / C Dated 04.10.1997 & Parach – 10 – 2008 – 5C Part file Dated 27.11.2008)

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

#### **BANK GUARANTEE**

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

1. Therefore, we hereby affirm that we are guarantors on behalf of the Tendere up to total rupees \_\_\_\_\_ in words) Rs. \_\_\_\_\_ (in figures) and we undertake to pay to Executive Engineer \_\_\_\_\_ Division \_\_\_\_\_ Department of Government of Gujarat \_\_\_\_\_ (name of Govt. previous notice of judicial or to be specified). Up to his first written demand, without demur, without delay and without the necessity of a previous notice of judicial or administrative procedures and without the necessity to prove to the Bank the defects or shortcomings or debits of the contractor any sum within the limit of Rs. \_\_\_\_\_.

2. We further agree that the Guarantee herein contained, shall remain in full force and effect during the period that would be taken for the acceptance of tender.

However, unless a demand of claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ (Date to be specified – will not be less than 180 days from the stipulated date of receiving the tender) we shall be discharged from all liabilities under the guarantee thereafter.

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

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

Date \_\_\_\_\_

Signature & Seal of Guarantor \_\_\_\_\_

Bank Address \_\_\_\_\_

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

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

8.4 Within Ten days or within such times as may be decided by the Tender inviting Authority from date of receipt of the letter accepting his tender, the successful tenderer shall furnish the required security deposit and attend the office of the tender inviting Authority for execution of the contract documents. If he fails to furnish the Security deposit or execute the contract documents , his earnest money (~~in case of EMD exemption certificate equivalent amount there from~~) shall be forfeited and action to blacklist the contractor will be initiated without delay (Vide R&B D G.R No Misc. – 1097 – 90 – 1091/ 97 – Z / C Dated 04.10.1997)

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

- I. Demand draft of Tender fee and Earnest money ~~of Earnest money exemption certificate.~~
- II. Copy of partnership deed or memorandum as well as Articales of Association in case of the company and intimate parment addresses of his partners / Directors of company. Ail copies submitted shall be duly attested.
- III. Copies of certificate regarding previous experience of 1 work of 60% of Contract Value in Last Three year of similar nature of work consiting the supply of manpower For operation & mainatanace of water supply scheme.
- IV. Declaration showing all works completed during preceding 5 years and work on hand with the contractor and value of works that remained to be executed in each case.
- V. A certificate or Registration as approved contractor of prescribed category from authorities stipulated in Notice inviting Tenders.
- VI. PAN issued by Income Tax Department.
- VII. Duly filled in and digitally signed declaration form as provided after as last item of section – 1 & memorandum duly filled & digitally signed as given in section – 2.
- VIII. A solvency certificate of an amount of 20 % (Twenty percent) of estimated cost put ot tender will have to be produced along with tender. It shall be of Scheduled Bank or Nationalised Bank or Bank Approved for government business Solvency Certificate shall have validity of same calander year as that of date in which tender is issued.
- IX. Required Annexure duly filled in when prequalification is involved.

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

**10.0 Tender liable to be invalid :**

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

**11.0 Right of rejection of tenders.**

- I. Right is reserved by the Tender inviting Authority to reject any or all tender(s) without assigning any reason thereof.
- II. In addition to the above the tender will also be liable to be rejected outright if :
  - a. The tenderer proposes any alteration in work specified or in the time allowed for carrying out the work or in any condition.
  - b. The tenderer or in case of a firm, each partner or the person holding the power of attorney thereof does not digitally sign section – 2 or signature/s is / are not attested by a witness.
  - c. If the tenderer adopts unhealthy / mal practice / corrupt practice for securing and performing contract.

**12.0 Method of Tendering**

- 12.1 If the tender is made by an individual, it shall be digitally signed by the proprietor above his full name and the full name and current address.
- 12.2 If the tender is made by a proprietary firm, it shall be digitally signed by the proprietor above his full name and current name of his firm with its current address.
- 12.3 If the tender is made by a firm or partnership, it shall be digitally signed by a partner of the firm holding the power of attorney and digital certificate for the firm. A certified copy of the power of attorney shall be provided in the physical form along with the order documents. A certified copy of partnership deed, full name and current address of the firm and full name and the current addresses of all the partners of the firm shall also be provided along with order documents.
- 12.4 If the tender is made by a limited company or a limited corporation and power of attorney for signing by a duly authorized person holding digital certificate for the company / corporation and power of attorney for signing the tender which case a certified copy of the power of attorney shall be provide in physical form along with other documents such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 12.5 All digital signatures in the tender document shall be dated.

**13.0 Eligibility and qualification requirement :**

To establish acceptability of the ofer to the satisfaction of tender inviting authority the tenderer shall provide the following.

- 13.1 Details of plant and machinery immediately available with tenderer for use the works.
- 13.2 Details of plant and machinery proposed to be procuring for the work.
- 13.3 Details of technical, supervisory and administrative personnel already employed by the tenderer that he proposed to utilize for this work and such other personnel he proposes to employ further for this work.
- 13.4 Copies of registration certificate and PAN allotted by Incom Tax Office.
- 13.5 List of work already completed by the Tenderer during last 5 years.
- 13.6 List of work on hand the date of submitting tender.
- 13.7 In respect of Road works estimated to cost above Rs 7.50 crores, bridge as well as building works estimated to cost above Rs 7.0 crores. The offers of bidders fulfilling the pre – qualification requirements only shall be considered.

**14.0 Deviation or modification in tender documents :**

- 14.1 All tenderers are cautioned that tender containing any condition and or deviation from the contractual terms and conditions, specifications, quoting offering rates / prices in different manner than specified in the tender and / or any other requirements of tender shall make the tender liable for outright rejection shall be considered as non – responsive for

all practical purposes. However in respect of Tender under Two cover Bid System, proposal for deviations on issues stated in the Clause of two cover bids, can be suggested. The decision of the tender inviting authority in this regard shall be final and binding to the tenderer.

14.2 Alternative tender are not acceptable.

**15.0 Submission of tender :**

15.1 Tender shall be submitted in an online manner only on website <http://gwssb.nprocure.com> & [www.statenders.com](http://www.statenders.com). Last date & time of online submission \_\_\_\_\_.

15.2 Tender fee, EMD and other documents should be submitted in electronic format only through on line (by scanning) while uploading the bid. However the purpose of realization of D.D the bidder shall send the D.D in original to Tender opening authority at the time of tender opening or send the same through R.P.A.D so as to reach Executive Engineer, P.H.W.Dn. Junagadh. Within Next day from last date of submitting the online tender. If tender fee and EMD is not actually paid as shown in bid documents action to hold his registration in abeyance shall be taken and his e – tendering code will be cancelled for one year. ( R&B.D Circular No. ५२५ – १०२००८ – ३, Dated 18.01.2008 & 27.11.2008)

**16.0 Evaluation of Tenders :**

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

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

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

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

**18.0 Bid should be off line (Not) only.**

**19.0 General rules and directions :**

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

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

19.3 In the event of any error or discrepancy in write upto tender documents the contractor will not take any undue advantage of such error or discrepancy and Engineer – in – Charge shall have power to interpret and decide correct meaning of contradictory erroneous writing.

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

Note : By term “near relative” is meant wife, husband, parents, childrens, brothers, sisters, aunts, cousins, and in – laws.

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

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

**21.0 Bank:** Wherever the word “Bank” is used in this documents, it would mean schedule or Nationalised Bank or other banks approved for Government business only. (R&B.D.G.R No. TNC/1090/100 – (4) (C) Dated 27.09.2002)

**22.0 Tender Validity period:** The tender for the work shall remain open \_\_\_ days counted from the date of opening online tenders. During this period if any tenderer withdraws or makes any modification or additions in the terms and conditions of his tender not acceptable to the Government (Public works Department) then the Government shall without prejudice to any right remedy be at liberty to forfeit in full the said earnest money absolutely. In this connection G.R, R&BD No. TNC – IIB – 22 (10) – C, Dated 24.05.1990 and G.R No TNC – 10 – 2013(02) – C Dated 10.05.2013 should be referred to.

**23.0** The successful contractor shall exhibit the board in prominent place of work site showing the brief details of project work under execution, financier, cost of work and broad details of inputs / specifications and targeted goals. (R&B.D.Grs No TNC – 1090 – 24 – C Dated 18.11.1991, 17.08.2002 and 25.10.2002)

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

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

**26.0 Declarations:** The tenderer will have to make declaration enlisted in the form attached herewith and shall affix his signature to the form in token of correctness of declarations made thereing. (G.R. R&BD No. TNC – IIB – 22(10) – C Dated 24.05.1990 should be referred to)

### DECLARATION FORM- એકચારનું ફોર્મ

1. I/We hereby declare that I/we have visited the site and fully acquainted myself/ourselves with the local situations regarding materials, labor and other factors pertaining to the work before submitting this tender.

2. I/We hereby declare that I/We have carefully studied the conditions of contract, specifications and other documents of this work and agree for execute the same accordingly.

**DECLARATION CERTIFICATE (G.R. date 4-2-89 as revised by GR. No. TNC – 1083/6681/4/C, dated 31.8.1994).**

3. I/We hereby declare that my/our near relative are not working in this Division or in its sub-division as an Ex. Engineer, Deputy Executive Engineer, Assistant Engineer, Additional Assistant Engineer, overseer, Divisional Accountant, Store Keeper, Manager of Atithi/Vishram Gruha and in the circle as a Superintending Engineer in addition for Panchayat works nor working nor having posting as chairman of P.W. committee or as incumbent in Jill Panchayat at today.

**27.0** કામનો વર્ક ઓર્ડર ઈશ્યુ થયા પછી તુર્તજ કામના સ્થળ ઉપર તે કામની નીચેની વિગતો દર્શાવતું બોર્ડ ઈજારદારે પોતાનાં ખર્ચે પ્રદર્શિત કરવાનું રહેશે.

રૂ/- પાંચ લાખથી વધારે કિંમતના રસ્તા / પુલો / મકાનોનાં કામો ઉપર કામની વિગત દર્શાવતાં બોર્ડ -

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

રસ્તાનાં કામો :

---- માટી કામની જાડાઇ ----- સેમી ----- મેટલના પ્રથમ સ્તરની જાડાઇ ----- સેમી  
 ---- ડામરની સપાટીનું કામ ----- સેમી ----- મેટલના બીજા સ્તરની જાડાઇ ----- સેમી  
 ( ----- કપચી , ----- ગ્રીટ અને ----- ડામર વાપરવાનો)  
 ---- ડામરની સીલીંગ સરફેસનું કામ ----- સેમી  
 ( ----- કપચી , ----- ગ્રીટ અને ----- ડામર વાપરવાનો)

પુલના કામો :

---- પુલનાં ----- લંબાઇના ----- ગાળાં ----- પુલના પાયાના કોન્ક્રીટનું પ્રમાણ ----- (સીમેન્ટ, કપચી, રેતી)  
 ---- પુલનાં થાંભલા / એબટમેન્ટના કોન્ક્રીટનું પ્રમાણ ----- (સીમેન્ટ, કપચી, રેતી) ----- ઇંટોના ચણતરમાં સીમેન્ટ / રેતીનું પ્રમાણ ----- (સીમેન્ટ, રેતી)  
 ---- અન્ય ----- વિશેષ ----- જોગવાઇ

મકાનના કામો :

---- પાયાના કોન્ક્રીટનું પ્રમાણ ----- (સીમેન્ટ, કપચી, રેતી) ----- ઇંટોના ચણતરમાં સીમેન્ટ / રેતીનું પ્રમાણ ----- (સીમેન્ટ, રેતી)  
 ---- ભોયતળિયાના કોન્ક્રીટનું પ્રમાણ ----- (સીમેન્ટ, કપચી, રેતી) ---- ભોયતળિયે ----- સેમી જાડાઇની ----- સેમી સાઇઝની મોઝેક ટાઇલ્સ  
 ---- બારી બારણા ----- સાગી લાકડાના / સ્ટીલ ફ્રેમ / અન્ય.

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

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

નોંધ - ૧ આ કામના વિગતવાર સ્પેસીફિકેશન નાચબ કાર્યપાલક ઇજનેરશ્રી જા.આ.સુ.પેટા વિભાગ ભાવનગરની કચેરીઓ ઓફિસના સમય દરમિયાન કોઇપણ સમયે જોઇ શકાશે. આ કામની માલિકી જાહેર જનતાની છે અને કામમાં કોઇ ક્ષતિ કે અનિયમિતતા જણાય, તો તે બાબતમાં નીચેના કોઇપણ અધિકારીશ્રીનો સંપર્ક કરવા તથા તેમનું ધ્યાન દોરવા વિનંતી છે. (૧) નાચબ કાર્યપાલક ઇજનેરશ્રી જા.આ.સુ.પેટા વિભાગ, પાનવાડી ભાવનગર. (૨) કાર્યપાલક ઇજનેરશ્રી જા.આ.બાં. વિભાગ, પાનવાડી ભાવનગર. (૩) અધિક્ષક ઇજનેરશ્રી જા.આ.બાં.વર્તુળ, સરદારનગર ભાવનગર.

નોંધ - ૨ મકાન જેવા સીમિત ક્ષેત્રફળ માટે એક બોર્ડ મુકવું જરૂરી છે. જ્યારે રસ્તા, પુલોમાં પાણીની પાઇપ લાઇન, ગટર લાઇન, કેનાલ વિગેરે કામોમાં લંબાઇનો વ્યાપ વધુ હોય ત્યારે આવા કામોમાં એક કરતાં વધુ બોર્ડ ( જનતાની અવરજવર વધુ હોય ત્યાં તેમજ બન્ને છેડા ઉપર અને વચ્ચે) ટ્રાફિક સલામતીને ધ્યાને રાખી બોર્ડ મુકવાના રહેશે. ( મા. મ. વિ. ઠરાવ નં ટી.એન.સી ૧૦૯૦ - ૨૪ - સ, તા ૧૮.૧૧.૧૯૯૧ તથા ૨૫.૧૦.૨૦૦૨ તા ૦૫.૦૩.૨૦૧૧ નો ઠરાવ)

**28.0** Additional Instruction regarding Security Deposit (Clause – 1)

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

Table of proportionate release of Security Deposit :

Sr	Monetary Progress	Period of Security Deposit to be released	Against production of Bank Gurantee of
1	25 % of Tender Cost	Equal to the amount retained from running bill or 0.625 % of the Estimated cost of work, whichever is less.	Equal to the amount to be released.
2	50 % of Tender Cost	Equal to the amount retained from running bill or 1.25 % of the Estimated cost of work, whichever is less.	Equal to the amount to be released.
3	75 % of Tender Cost	Equal to the amount retained from running bill or 1.88 % of the Estimated cost of work, whichever is less.	Equal to the amount to be released.

28.2 It will have to be ensure that Ten percent amount of Security Deposit in any form as permissible above is kept available with the Employer till the actual date of completion of work. (Vida as per R&B Circular No. TNC – 10 – 2013 – 3 – (Part – 2) – C Dated 20.11.2013)

**29.0** Erasures : Persons tendering are informed that no alteration by them in the text of documents sent here with will be allowed any such alterations will be disregarded.

**30.0** The percentage in Schedule 'B' must be given in words and figures. Amount thus worked out must also be entered in column and grand total of amount must be struck out by the tenderer.

**31.0** Discrepancies and adjustment of Errors : ☐

Any error in quantity or amount in Schedule 'B' showing items of work to be carried out shall be adjusted in accordance with the following rules.

- In the event of a discrepancy between description in words and figures quoted by a tenderer in the rates column, the description in words shall prevail.
- In the event of an error occurring in the 'amount' column of the Schedule 'B' showing items of work, as a result of wrong multiplication of the unit rate and quantity; the unit rate shall be regarded as firm and multiplication shall be amended on the basis of the rate.
- All errors in totaling in 'amount' column in carrying forward totals shall be corrected.
- Any rounding of amount against "items" or in "totals" shall be ignored. The tendered sum so altered shall for the purpose of the tender be substituted for the sum originally tendered and considered for acceptance.

32.0 (i) It may please be noted that the tender will be considered as invalid, especially, if the requirement as per instruction No 1 to 9 above are not complied with before submitting the tender. Also please read carefully the face sheet and 'Genral Rules and Directions' for the guidance of Contractor's of this form.

33.0 All correction and additions or pasted slips should be initialed.

34.0 The tenders shall be received only under "Registered Post" No other system, namely receiving of tenders by Hand delivery 'or' by Express Delivery 'or' in person, should be adopted under any circumstances. (Vide GR No. TNC – 1872(106)-C, dated 12-2-74).

- Late tenders (i.e. tender received after specified time of opening), delayed tenders (i.e. tender received before the time of opening but after due date and time of receipt of tenders ) and post tenders offers shall not be opened and considered at all.
- The tenders received (by registered post ) after time & the date specified in the tender notice shall not be received by the concerned office from the postmen, for which, date and time may be recoded on the cover of the tender as to when tender was refused by the Divisional Accountant or the Divisional head or any other person In-charge.
- Necessary records should be maintained for refusal of such tenders in the registers for receiving tenders and should be initialed by the concerned Executive Engineer.

35.0 The above instruction are applicable when B – 1 Tenders are invited on line (e – procure) B – 1 Tenders are invited off – line i.e in hard copy in the above instruction, where – ever. The words "Online" electronically by scanning are used the same may be understood as the same may be understood as "Offline" in hard copy by register post etc. This change will affect in formation and instruction to tenderers Section instructions 1,4,7,8,9,11,12,13.5,15,16,18,22 and 26.

Date : \_\_\_\_\_

Place : \_\_\_\_\_

(Digital Signature of Contractor with seal)

### TENDER FOR WORKS- કામ માટેનું ટેન્ડર

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

આથી હું/અમે અનુસૂચિ 'ખ' હાથ રવાના કામની બાબતો દર્શાવતી યાદીમાં નિર્દિષ્ટ \_\_\_\_\_ કરાવેલ મુદતની અંદર અને ટેન્ડરની સાથે જોડેલી શરતોના ખંડ ૧૩માં જણાવેલી લેખીત વિગતો, ડિઝાઈનો, ડ્રોઈંગ અને સુચનાઓ અનુસાર બધી રાતે, નીચે જણાવેલી યાદમાં દર્શાવેલું કામ કરવા માટે ગુજરાત રાજ્યપાલ (જેમને અહીં અગાઉ અને હવે પછી 'સરકાર' તરીકે જણાવેલ છે) માટે ટેન્ડર રજૂ કરું છું/કરીએ છીએ અને તે કામ માટ સરકાર તરફથી માલ પૂરો પાડવામાં આવે ત્યારે તે માલસામાન અને તે માટે ચૂકવવાના દર સાથેની અનુસૂચી 'ક'માં જોગવાઈઓ કયાં મુજબની રહેશે તે મો/અમો કબૂલ છે.

## MEMORANDUM યાદી

(ક)	જુદા જુદા પેટાકામોનો સમાવેશ કરાયો હોય તો (૧)સામાન્ય વર્ણન મુખ પૃષ્ઠ પાના નં એક માં દર્શાવ્યા મુજબ તેની વિગત અલગ યાદીમાં આપવી.	
(ખ)	અંદાજી કિંમત	Rs. 530420=00
(ગ)	બાનાની રકમ	Rs. 5304=00
(૩)	જામીન અનામત (પાંચ ટકા)	
(ઘ)	(૧) સરદાર સરોવર નર્મદા નિગમની એક કે તેથી વધુ વર્ષની મુદતવાળી થાપણ (ડીપોઝીટ સ્વરૂપે) અથવા નાની બચત સ્વરૂપે	
(કુલ ડિપોઝીટ રકમના ૫૦ ટકા સુધી) (2.5%)		Rs. 13260=00
(ઘ)(૨) ઈજારદારના બિલોમાંથી ૧૦ ટકા સુધી કપાત રકમ (કુલ ડિપોઝીટ રકમના ૫૦ ટકા સુધી જે રકમ સરદાર સરોવર નર્મદા નિગમની બાંધી મુદતની થાપણમાં (ડીપોઝીટ સ્વરૂપે) કે (નાની બચત સ્વરૂપે ફેરવી શકાશે)(2.5%)		Rs. 13260=00
(ચ) અનુસૂચિત બેન્કનું પરફોર્મન્સ બોન્ડ (રૂપિયા ૧૫ લાખ ઉપરના કામમાં અંદાજી કિંમતના ૫ ટકા લેખે)	(5.00%)	Rs 26521=00
સરવાળો કુલ 10%)		Rs -

Engineer-in-charge Vide R & BD G.R. No. TNC-1088-1B/1 (13)/C, dated 4-5-93 & revised vide G.R. No. TNC-1088-1B/1 (13)/C, dated 31-8-94.

ઘ (૧)ખર્ચ પ્રમાણે માપ લેતા કામ અડધું થાય ત્યારે જામીન અનામત તરીકે એવી કુલ રકમ પૂરા થઈ રહે તે માટે બિલમાંથી કોઈ ટકાવારી કપાત કરવાની રહેતી હોય તો તે ૫ ટકા રહેશે.

ઘ (૨)ફકરા ચ (૧) મુજબ બીલમાંથી કાપેલ રોકડ જામીન અનામત નાની બચત પ્રમાણપત્ર કે એફ. ડી. આર. માં રૂપાંતર કરવા કોન્ટ્રક્ટર લેખીત જણાવશે તો તે મુજબ રૂપાંતર કરાવી શકાશે. આ મુજબની રૂપાંતરીત જામીન અનામત તથા કરારનામું કરતી વખતે રજૂ કરેલ વ્યાજુકી જામીન અનામતની મુદત પાકતા એક મહીના અગાઉ કોન્ટ્રક્ટર લેખીત જણાવશે તો તે અનામત કોન્ટ્રક્ટર જણાવે તેટલા સમય માટે રીન્યુ કરાવી અપાશે.

(f) Time allowed for the completion of work from date of written order to commence 2 ( Two ) .months.

(છ) કામ શરૂ કરવાના લેખિત હુકમમાં નિયત કરેલ તારીખથી પૂરૂ કરવા માટે આપેલી મુદત 2 ( Two ) મહિના

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

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

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

(જ) આ ટેન્ડર સ્વીકારવામાં આવશે તો લાગુ પડતી હશે ત્યાં સુધી, આ સાથે જોડેલી કોન્ટ્રક્ટની બધી શરતોની જોગવાઈઓનું પાલન કરવા અને તેને પરિપૂર્ણ કરવા હું/અમે બંધાઉં છું/બંધાઈએ છીએ અને તેમ કરવામાં કસૂર થયે ઉક્ત શરતોમાં દર્શાવેલ રકમ સરકારમાં જમા કરાવવા અને ચૂકવવા હું/અમે સંમત થાઉં છું/થઈએ છીએ.

(Receipt No. .... dated ..... from the Government Treasury of Sub-Treasury at ..... in respect of sum Rs. .... is forwarded herewith representing the earnest money + (a) the full of value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with Clause I of the said conditions, otherwise the said sum of above Rs. .... shall be refunded.

Contractor X Address X

Dated the (Witness)

(Address) (Occupation)

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

Dated the ..... day of .....200.....

EXECUTIVE ENGINEER(or his authorized assistant.....)Division.

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

Engineer-in-charge Amount to be specified in words

X Signature of Contractor before submission of tender

× ટેન્ડર રજૂ કરતા પહેલા કોન્ટ્રક્ટરની સહી.

Note : The normal rate of security Deposit is 5 percent for works up to Rs. 30 lacs and further 5 % as performance bond for works above Rs. 30 lacs. Out of 5% of security Deposit 50% is Payable at the time of acceptance of tender and the balance by deduction from progress bills.

## TERMS & CONDITIONS OF CONTRACT

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

1.2 The person/persons whose tender is accepted (hereinafter called the Contractor" which expression shall, unless excluded by, or repugnant to the context include his Legal heirs, executors, administrators and assignees shall pay the total amount of Security Deposit:

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

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

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

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

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

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

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

1.6 All compensation, Liquidated damages or other sums or money payable by the contractor to Government under the terms of this contract shall be deducted from or recouped by the realisation of a sufficient part of his security deposit, or from the interest arising therefrom or performance bond or from any sums which may due or may become due by Government to the Contractor on any account whatsoever and whether in respect of this contract, any other contract, or otherwise. In the event of his security deposit being reduced by reason of any such deduction or recoupment as aforesaid, the contractor shall within ten days thereafter, make good in cash or in Government securities transferred. as aforesaid any sum or sums required to make good the shortfall in the amount of the security deposit.

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

1.8 Fifty percentage of the Security Deposit alongwith performance bond shall become refundable within fifteen days after the final completion certificate is issued as per Clause-7. This action will be taken by the Executive Engineer and no proposal from Deputy Executive Engineer will be necessary. All dues under this contract or other contract, or otherwise shall be recovered from the aforesaid amount of fifty percentage of the said security deposit and the balance shall be refunded within fifteen days after the final certificate is issued as per clause 7. The remaining fifty percentage of the security deposit shall be refunded after the expiry of the Defect Liability period as per clause 17 and 17-A after deducting therefrom the amount of expenses, if any, due to Government under this contract. However before release of balance of Security Deposit, the undertaking should be obtained from the contractor that he has paid royalty on mining materials and still if any dues for royalty charges are to be paid, he undertakes to pay the same to the concerned Authority. "No due certificate from Royalty Collecting Authority should not be insisted upon. (See performance Bond on Page No. 44) Modified as per R & B Circular No. TNC-10-2013-3-(Part-2) C dated 20-11-2013, No. CON 10-2016-02-C dated 24-10-2017 and No. TNC-10-2013-(4)-C dated 24-10-2017.

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

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

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

(iii) The aggregate maximum of liquidated damages payable under clause No. 2 shall not exceed Rs. 0.1 percentage of contract value per day and shall be subject to the maximum amount of ten percentage of the estimated amount put to tender.

(iv) Delays requiring payment of ten percentage liquidated damages of the amount put to tender for performance shall be sufficient causes for termination of contract and for forfeiture of security deposit including amount of performance bond

in respect of works estimated to cost more than Rs. 30 lacs, for performance and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases. **(See Schedule (C) on page no.40)**

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

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

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

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

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

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

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

**CLAUSE 5.A.:-** 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, lachinerics, laterials and stores in or upon the work or the site there of or belonging to the contractor or produced by him and intended to be used for the execution of the work or any part there pf, by paying orallowing fo 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 may be noticed in writing to the contrctoror his clerk of the works foreman or oyher aythorised agenet require him to remove such tools, plants machinerics, materils or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at them at the contractors 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 xpenses of any such removal shall be final and conclusive against the contractor.

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

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

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

(i)For all works costing up to Rs. 50 lakhs(amount put to tender)the final measurements shall be recorded within 45 days from the date of physical completion of the work and the final bill shall be prepared within 45 days from the date of



recording final measurement. The completion certificated shall be issued within one month from the date of final measurements subject to the contractor fulfilling his obligation as provided in the contract and subject to the work being complete in all respects.

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

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

No certificate of completion shall be issued nor shall the work be considered to be complete till the contractor shall have removed from the premises, on which the work has been executed, all scaffoldings, sheds and surplus materials, except such, as are required for rectification of defects; rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor for the workmen and cleared all dirt from all parts of building(s) in, upon or around which the work has been executed or of which he may have possession for the purpose of the execution thereof and cleared floors, gutters and drains, cased doors and sashes, oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of 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 works, the Engineer in charge may, at the expense of the contractor, fill such requirements and dispose of the scaffolding, or surplus materials and rubbish etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually released by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expenses of fulfilling such requirements is more than the amount realized such disposal as aforesaid the contractor shall forth with, on demand, pay such excess. The Engineer-in-charge shall also have the rights to adjust the amount of excess against any amounts that may be payable to the contractor.

**CLAUSE 8 :-** No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contractor or any part thereof in any respect or the accruing of any claims, nor shall it conclude, determine, or affect in any way the power of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the completion of the work, otherwise the Engineer-in-charge certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

**CLAUSE 9 :-** The rates for items of works shall be valid only when the items concerned is accepted as having been completed fully in accordance with the sanctional specifications. In cases where the items of work are accepted as not so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in preparation of final or on account bill.

**CLAUSE 10 :- Bills to be submitted monthly :** A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and Engineer-in-charge shall take 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 from such list which shall be binding on the contractor all respects.

**ખંડ - ૧૦ :** બિલ દર મહિને રજૂ કરવા બાબત : આગલા માસમાં કરી આપેલા બધા કામ માટે હવાલીના ઈજનેરે નક્કી કરી હોય તે તારીખે અથવા તે પહેલા દર મહિને કોન્ટ્રાક્ટરે બિલ રજૂ કરવાનું રહેશે. અને એ કામની ખરાઈ કરવાના ઉદ્દેશથી હવાલાના ઈજનેર જરૂરી માપ લેશે અથવા લેવાવશે અને શક્ય હશે તો બિલ રજૂ થયાના દસ દિવસની અંદર મળવા પાત્ર રકમનો હિસાબમેળ કરવામાં આવશે. ઉપર જણાવ્યા મુજબનાં નિયત સમયની અંદર કોન્ટ્રાક્ટર બિલ રજૂ નહિ કરે તો હવાલા ઈજનેર પોતાના તાબાના કોઈપણ અધિકારીને કોન્ટ્રાક્ટરે અધિકૃત કરેલ એજન્ટની હાજરીમાં ઉક્ત કામનું માપ લેવા મોકલશે અને તેવી માપચાદી પરની કોન્ટ્રાક્ટરની કે તેના એજન્ટની સહી, તેના અનુમોદન માટ પૂરતી ગણાશે અને હવાલા ઈજનેર આવી યાદીમાંથી બીલ બનાવશે, જે કોન્ટ્રાક્ટરને બધી રીતે બંધનકર્તા રહેશે.

**CLAUSE 11 :-** The contractor shall submit all the bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the agreement or at the partly reduced rates subject to the approval by the Engineer-in-charge in the case of Items not

completed/executed as per agreements or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rate here in after provided for such work.

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

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/decreased in the new rate payable for excess quantity a compared to the tender rates. The rate for materials provident in extra items will be the issue rates plus storage charge ruling on the date of issue of such quantity of materials.

**CLAUSE 12A :-**The Contractor shall be entitled to use the materials supplied by the Department only to the extent of quantities of such materials required for execution of the work as per theoretical calculations. The Engineer-in-charge may however, on being satisfied that a large quantity of such materials is required for the execution of the work, permit the contractor to use such 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 15 days from the date of the demand in writing of such materials being made by the Engineer-in-charge , he shall be charged for the excess materials at double the issue rate for such materials specified in Schedule A of the contract Agreement.

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

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

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

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

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

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

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

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

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

**(b)Description :**(i)Schdedule –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 of specifications and the Engineer-in-charge shall be entitled to make corrections and interpretations as necessary to fulfill the plans and specifications.

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

**14.2** Except that when the quantity of any items exceeds the quantity as in the tender by more than 10% the contractor will be paid for the quantity in excess of 10% at the rate entered in the S.O.R. of the year during which the excess in quantity is first executed or tender rate whichever is less (Modified as per R&B G.R No TNC – 10 – 2017 – 01 – C , Date 11.07.17)

**14.3** If the additional or altered work includes any class of work for which no rate is specified in the 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 are more than one comparable items, the item of the contract which is nearest in comparison with regard to class of classes of the work involved shall be selected and decision of the Superintending Engineer as to the nearest comparable item shall be final and binding on the contractor.

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

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

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

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

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

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

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

original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

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

(2) The contractor also will be entitled for compensation of unemployed laborer for 7 days from the date of notice provided that in that opinion of Engineer-in-charge such labourers for 7 days prior to the notice and would not be in a unemployed laborers at other places from the date of such notice.

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

(Vide G.R. No. SSR/1090/1B/247(2)/C, dated 28-6-1993 as amended by GR of even number dated 11-2-1999).

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

પ્રભારી ઈજનેરને કરાર દસ્તાવજો કર્યા પછી કોઈપણ સમયે, કોઈપણ કારણસર ટેન્ડરમાં ખાસ ઉલ્લેખ કર્યા મુજબનાં સંપૂર્ણ કે અંશત બાંધકામને કોઈપણ મુદત સુધી બંધ કરવું જરૂરી જણાય અથવા સંપૂર્ણ કે અંશત: કામ પુરું કરવાની જરૂરીયાત જ ન જણાય અથવા કોન્ટ્રાક્ટર દ્વારા કરવાના કામની જરૂરીયાત ન જણાય તો તેવા કોન્ટ્રાક્ટરને હકીકત જણાવતી નોટીસ આપશે અને કોન્ટ્રાક્ટર આ નોટીસ મળ્યા બાદ તરત જ આ કામને યથા પ્રસંગ સંપૂર્ણ કે અંશત: સ્થગિત કરશે કે બંધ કરશે.

આવા કેસમાં અહીં નીચે કરેલ જોગવાઈ સિવાય કોન્ટ્રાક્ટર તેણે કામ પુરું કર્યું હોય તો જે નફો કે ફાયદો તેને મળત, પરંતુ કામ પૂરું ન થવાના પરિણામે તે ન મળ્યવથી થયેલ નુકશાન અથવા તેણે ખરીદી હોય એવી કે જે ખરીદવા તે સંમત થયો એવી માલસામગ્રીની બાબતમાં થયેલ નુકશાન અથવા તેને કામ કરવા માટે જે મજૂરોની જરૂર હતી તે મજૂરોને કામ ન આપી શકવાને કારણે થયેલા નુકશાન અંગે કોઈ ચુકવણી કે વળતરનો હકદારો કરી શકશે નહીં.

(૧) આમ છતાં આવા કામ માટે ખરીદેલી માલસામગ્રીને કારણે કે માલસામગ્રી ખરીદવા માટે કરેલ કોન્ટ્રાક્ટરને કારણે જો કોન્ટ્રાક્ટરને નોટીસની તારીખ સુધીમાં કોઈ નુકશાન થયું હોય તો તેના માટે વળતર મેળવવા તે હકદાર બનશે. જો આવી રીતે ખરીદેલ અથવા ખરીદવા સમજૂતી થયેલ માલસામગ્રી માંગ્યા પ્રમાણેનાં જથ્થામાં અને ગુણવત્તા યુક્ત હોય અને તે ફક્ત એજ કામ માટે ખરીદાયેલી હોય કે ખરીદવા કરાર થયેલ હોય તો તેવી માલ સામગ્રી અંગે ખરેખર નુકશાન માટે જ આવું વળતર ચુકવવામાં આવશે. પરંતુ જે માલસામગ્રી વિષે સરકારશ્રી તરફથી ઈજારદારને એડવાન્સ આપવામાં આવેલ હોય તે માલસામગ્રી ઉપર કોઈપણ જાતનાં નુકશાન નું વળતર ચુકવવામાં આવશે નહીં. આવા હક માટે નુકશાનની રકમ પ્રભારી કાર્યપાલક ઈજનેર દ્વારા નક્કી કરવામાં આવશે.

(૨) નોટીસની તારીખથી સાત દિવસ માટે કામે ન રાખી શકાયેલ મજૂરોની બાબતમાં પણ કોન્ટ્રાક્ટર વળતર મેળવવા માટે હકદાર રહેશે. પરંતુ આ માટે પ્રભારી કાર્યપાલક ઈજનેરનો એવો અભિપ્રાય હોવો જોઈએ કે આવા મજૂરો નોટીસના સાત દિવસ પહેલાં કામ કરતા હતા અને ઉક્ત નોટીસની તારીખથી સાત દિવસની અંદર અન્યત્ર રોજમદાર મેળવવાની સ્થિતિમાં ન હતા. કોન્ટ્રાક્ટરે આવી નોટીસની તારીખથી આવા કામે ન રાખી શકાયેલ હોય તેવા મજૂરોને અન્ય સ્થળે કામે રાખવાનો પ્રયત્ન કરવો જોઈએ. નુકશાનના વળતરની રકમ બાબતમાં કાર્યપાલક ઈજનેરના નિર્ણય સાથે કોન્ટ્રાક્ટર સંમત ન હોય એવા કેસમાં આવા નિર્ણયની જાણ થયાની તારીખથી એક મહિનાની અંદર પ્રભારી અધીક્ષક ઈજનેરને અપીલ કરવા માટે કોન્ટ્રાક્ટર મુક્ત રહેશે. આવા કેસમાં અધિક્ષક ઈજનેરશ્રીનો નિર્ણય કોન્ટ્રાક્ટર માટે આખરી બંધનકર્તા રહેશે. આવા કામના કોઈ અપેક્ષીત ફાયદાની નુકશાની માટે કોન્ટ્રાક્ટર હકદાર બનશે નહિં.

**CLAUSE 15A :-** The contractor shall not be entitled to claim any compensation from Govt. on account of delay by Government in the supply of materials entered in Schedule 'A' where such delay is caused by (i) Non supply due to short allotment of quota in case materials available under quota regulations. (ii) Difficulties relating to the supply of railway wagon (iii) Force majeure. (iv) Act of God. (v) Act of the country's enemies or any other reasonable cause beyond the control of Government.

In the case of such delay in the supply of materials, Government shall grant such extension of time for the completion of the works as shall appear to the Engineer-in-charge to be reasonable in accordance with the circumstances of the case. The decision of the Engineer-in-charge as for the extension of time shall be accepted as final by the contractors (As modified Vide R & B D. G.R. No. TNC-1096-1B-143-(16) -C, dated 11-1-99).

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

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

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

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

(b) For all works costing more than Rs. 50,000 and upto Rs. 1 crore (amount put tender), the period shall be 12 months from the certified date of completion or one monsoon, whichever is later.

(c) For major projects costing more than Rs. 1 crore, (amount put to tender) the period shall be 36 months from the certified date of completion or three monsoons whichever is later.

For the purpose deciding monsoon period 30th september may be treated as the last date.

(Modified vide R. & BD Circular No. PAC-11-102008-2076-N 31-8-2009, PRCH-102013(2076) 2759-N Dated 27-5-2013 and Circular No. TNC /10/2016/Clause 17/A (Correction)/(1)C dated 12-5-2016.)

**Clause 17A) Defect Liability period : (Applicable To Tenders for Work of Narmada, Water resources, Water Supply and Kalpsar department only)**

### A For Works other than Building

(A) For all Works costing up to Rs. 50,000 (Amount put to Tender) the period shall be Three Months.

(B.1) For works of Check Dams, Canals, Drainage and road structure estimated to cost more than Rs. 50,000 but up to Rs. 10.00 lacs the period shall be Twelve months.

(B.2) For works other than Check Dams, Canals, Drainage and road structure estimated to cost more than Rs. 50,000 but up to Rs. 10.00 lacs the period shall be Six months.

C.1)-For works of Check Dams, Canals, Drainage and road structure estimated to cost more than Rs. 10.00 lacs the period shall be Three years.

(C.2) For works other than Check Dams, Canals, Drainage and road structure estimated to cost more than up Rs. 10.00 lacs but upto Rs. Once crore the period shall be Twelve months.

(D) All works estimated to cost more than Rs. One crore the period shall be Three years.

B. For Buiding Works: (i) For Building estimated to cost upto Rs. 50,000 the period shall be three months (ii) For Buildings works other than original building estimated to cost upto Rs. 50,000 but upto Rs. One crore the period shall be Twelve Months (iii) For original Building works the period shall be One years or elapse of one monsoon period which ever is later. In above works the period shall be counted from the certified date of completion 30th September shall be treated as last date of monsoon (N.WR. WS. & Kalpsar Department Order No.म.न.सं./१०२१३०/२/येम/येम.आध.सेल/ड.१

તા.૧૩-૧૨-૨૦૧૩

**CLAUSE 17 B :- Free maintenance guarantee period of three years for work of Constructing B.T Surfaces.**

(1) Contractor shall have to give three years free maintenance guarantee for period from the certified date of taking over. During this period contractor shall have to repair the damaged portion or the any portion of road and B.T Surface of road including pot holes, depressions, cuts or work out portion at his risk and cost per directions of Engineers. Five percentage of value of B.T items in each running bill shall be with held and released after this period over. Provided for this amount the contractor shall be allowed to convert it into F.D.R or Bank Guarantee obtained in the name of Executive Engineer.

(2) Not specided.

(3) Two percentage of the amount eligible for payment bituminous items shall be with held till the miscellaneous items like, earthwork in embakement / cutting for side shoulders, side gutters, kilometer / indicator / guard stone, sign boards etc. are shall be released ( R&B Circular No TNC – 10 – 2013 – (Part – III) – C, Dated 13.12.2013)

**CLAUSE 18 :-Work to be open to inspections** –(1) For each work costing above Rs. One crore, the contractor shall

have to engage minimum one graduate Engineer. He will be given Identity Card by the contractor. The copy of Identity Card shall be furnished for the Office of Deputy Executive Engineer, Executive Engineer and Superintending Engineer. The identified Engineer should remain present on the site of the work. The Contractor will have to produce the notarized Certificate periodically (At least in the beginning and in the month of completion of the work to the effect that the said designated graduate Engineer has not been appointed on any other work. If not found on site, the Engineer-in-charge will give notice of this default to the contractor. If in spite of this notice, default continues, the action to hold the registration of defaulter contractor in abeyance for three years will be initiated. (R&B.D Circular No. SSR-10-2008-18-C dated 13-10-08 and No.೪೨೪-೧೦೨೦೧೪-೪೫೩೩ dated 4-11-2015

**(2) Work to be open to inspections - Contractor or responsible agent to be present :-** All works under or in course of execution or executed in pursuance of the contract shall, at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the Contractor shall, at all times during the usual working hours, and all

other times for which reasonable notice of the intimation of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

ખંડ - ૧૮-અ તપાસ માટે કામો ખુલ્લા રાખવા બાબત : કોન્ટ્રાક્ટર અથવા તેના જવાબદાર એજન્ટે હાજર રહેવા બાબત : કોન્ટ્રાક્ટર અન્વયે હાથ ધરેલ હોય તેવા અથવા થઈ રહેલા અથવા થયેલા તમામ કામની હવાલાના ઈજનેર અને ત્યાં તેના તાબાના કર્મચારીઓ કોઈ પણ સમયે તપાસ અને દેખરેખ રાખી શકે તેવી રીતે બધા વખત માટે ખુલ્લા રાખવાના રહેશે અને કામકાજના રાબેતા મુજબનાં સમય દરમિયાન બધી વખત અને હવાલા ઈજનેર અથવા ખાતાનાં કર્મચારીઓને કામની મુલાકાત લેવાના, તેમના ઈરાદાને લગતી વ્યાજબી નોટીસ તેમને આપી હોય તેવા બીજા બધા વખતે કોન્ટ્રાક્ટરે પોતે અથવા તે માટે લેખીત અને યોગ્ય રીતે અધિકૃત કરેલા તેમના કોઈ જવાબદાર એજન્ટે હુકમ અને સૂચના મેળવવા હાજર રહેવું પડશે. કોન્ટ્રાક્ટરના યોગ્ય રીતે અધિકૃત એજન્ટને અપાયેલ હુકમો જાણે કે કોન્ટ્રાક્ટરને પાતાને આપવામાં આવ્યા હોય તેમનો અમલ થશે અને તે અમલ કર્તા રહેશે.

**CLAUSE 18A :- Employment of a qualified site Engineer by the Contractor :** For works estimated to cost above Rs. 100 lacs. Within 15 days of issue of work-order the Contractor will have to furnish to the Deputy Executive Engineer-in-charge of the work the Name, Qualifications, Copy of marksheet, Colour Photograph and the appointment order issued to such Engineers engaged for this contract work. If 15 days after issue of work order such designated site Engineers do not resume or do not remain present on site of work, the recovery at the rate of Rs. 15,000-00 per month per Engineer will be made from the bills / deposit / dues of the contractor. Such recovery shall be non refundable.

The Engineer so employed for the Government work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with other duty except this work. In case the contractor or partner of the contractor firm is a Civil Graduate Engineer, Employment of a separate Engineer will not be necessary provided that the Engineer partner himself attends the execution of the work on the site. (G.R.B. & CD No. RGN-602006-(35)-C, dated 31-5-07)

**CLAUSE 19 :-Notice to be given before work is covered up :** The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contract's expense and in default thereof, no payment or allowance shall be made for such work or for the materials with which the same was executed.

ખંડ - ૧૯ કામ ચણતરથી આવરી લેતા પહેલા નોટીસ આપવા બાબત : કોઈપણ કામને ચણતરથી આવરી લેતા પહેલા કે માપ ન લઈ શકાય તેવી કક્ષાએ કામ લઈ જતા પહેલા કોન્ટ્રાક્ટરે હવાલા ઈજનેરને અથવા કામનો હવાલો સંભાળતા તેમના તાબાના અધિકારીને પાંચ દિવસથી ઓછી ન હોય તેટલી મુદતની લેખીત નોટીસ આપવાની રહેશે. જેથી તે કામને ચણતરથી આવરી લેવાય અથવા માપ ન લઈ શકાય તેવી કક્ષાએ કામ લઈ જવાય ત પહેલા તેના માપ લઈને તેના સાચા પરીણામની નોંધ લઈ શકાય અને હવાલા ઈજનેરને અથવા કામનો હવાલો સંભાળતા તેમના તાબાના અધિકારીને લેખીત સંમતિ મેળવ્યા સિવાય કોન્ટ્રાક્ટરને કોઈપણ કામને ચણતરથી આવરી લેશે નહીં કે માપ ન લઈ શકાય તેવી કક્ષાએ લઈ જશે નહિં અને આવી નોટીસ સિવાય અથવા સંમતિ મેળવ્યા સિવાય જો કોઈપણ કામને ચણતરથી આવરી લેવાયું હશે કે પહોંચી ન શકાય તેવી અથવા માપ ન લઈ શકાય તેવી કક્ષાએ લઈ જવાયું હશે તો તેવું કામ કોન્ટ્રાક્ટરે પોતાના ખર્ચે ખુલ્લુ કરાવી નાંખવામાં આવશે અને આ રીતે થયેલી કસુર બદલ આવા કામ માટે અથવા આવું કામ જે માલસામાનથી થયું હોય તે માલસામાન પેટે કોઈ ચૂકવણી કરવામાં આવશે નહિં કે કોઈ રકમ મજરે આપવામાં આવશે નહિં.

**CLAUSE 20 :-**If the contractor or his workmen, or servants shall break, deface, injure or destroy any part of the building or the work in question in/on which they may be working or any building, road, fence, enclosure or grass-land or cultivated done to the work from any cause whatever before damage occurred/caused due to normal flood or rain or if any imperfections become apparent in it within three months from the grant of a certificate of completion, final or otherwise by the Engineer-in-charge, the contractor shall make good the same at own expenses or in default, the Engineer-in-charge may cause the same to be made good by other contractor, and deduct the expenses (of which the certificate of the Engineer-in-charge shall be final) from any sums that may thereafter become due to the contractor or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof.

**CLAUSE 20A :-**Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of God, such as Unprecedented Flood, Volcanic eruption, earthquake or other convulsion of nature and other acts such as but not restricted to general strike, invasion, the acts of foreign countries, hostilities, or war like operations before or after declaration of war, rebellion, military or Usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

Note : "Unprecedented flood" means the flood crossing the High Flood Level of the past \_\_\_\_\_ year(s) which is on the available record. (Modified Vide R & B D G.R. No. TNC-1096-1B-143- (16)-C, dated 11-1-99).

**CLAUSE 21 :-Contractor to supply plant, ladders, scaffolding etc. and is liable for damage arising from non-provision of lights, fencing etc. :** The contractor shall supply at his own cost all materials (except such special materials if any, as may, in accordance with the contract to be supplied from the Public Works Department Stores), Plant, tools appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of the work whether in the original, altered or substituted form and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter or to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore

to and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time, of the work or the materials, failing this, the same may be provided by the Engineer-in-charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit, or proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defence of every suit, action or other legal proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may, with the consent of the Contractor, be paid in compromising any claim by any such person.

ખંડ -૨૧ પ્લાન્ટ, સીડીઓ, પાલખો વિગેરે કોન્ટ્રાક્ટરે પૂરા પાડવા બાબત, તેમજ દીવાબતી, વાડ વગેરેની જોગવાઈ ન હોય તેને લીધે થતા નુકશાન માટે કોન્ટ્રાક્ટર જવાબદાર હોવા બાબત : કોન્ટ્રાક્ટર અનુસાર (બાંધકામ સ્ટોરમાંથી પૂરો પાડવામાં આવે તેવા માલસામાન સિવાય) મૂળ ફેરફાર કરાયેલી કે નવા સ્વરૂપનાં અથવા કોન્ટ્રાક્ટરનો એક ભાગ બની રહેતા અગર તો આ બરતોમાં જેનો ઉલ્લેખ કરાયેલ હોય તેવી વિગતોમાં કે બીજા દસ્તાવેજો અને આ શરતો અન્વયે જે કોઈ બાબત અંગે હવાલાના ઈજનેરની જરૂરતો સંતોષાય અથવા પાલન થાય તેવો આગ્રહ રાખવાનો તેનો હક હોય જેને કામના સ્થળે કે ત્યાંથી અન્ય સ્થળે ખેંચામણ સહિત રજૂ કરાવવાનો તેને હક હોય તેવો બધો માલસામાન, પ્લાન્ટ, ઓજાર, સામગ્રી, સાધનો, સીડીઓ, ગરગડીઓ, પાલખો, કામ યોગ્ય રીતે હાથ ધરી શકાય તે સારૂ જરૂરી એવા બીજા કામચલાઉ સાધનો કોન્ટ્રાક્ટરે પોતાના ખર્ચે પૂરા પાડવાનાં રહેશે. કામો માટેની હદ નક્કી કરવા માટે અને કામ અથવા માલસામાનની કોઈપણ વખતે અને વખતોવખત, ગણતરી કરવામાં તોલ કરવામાં અને માપણી કે તપાસણીમાં મદદ રૂપ થવા માટે જરૂરી એવા સાધનો ને માલસામાન સહીત જોઈતી સંખ્યામાં માણસો, કોઈ પણ ખર્ચે કરાવી લીધા વિના, કોન્ટ્રાક્ટરે પૂરા પાડવાના રહેશે. આમ ન કરતા એ અંગેની જોગવાઈ હવાલાના ઈજનેર કોન્ટ્રાક્ટરને ખર્ચે કરાવી લેશે અને તે અંગે ખર્ચેલી રકમ, કોન્ટ્રાક્ટ હેઠળ કોન્ટ્રાક્ટની લેણી થતી કોઈ રકમમાંથી કે તેની જામીન અનામતમાંથી કે તેની અનામતના અથવા તેના પૂરતા ભાગના વેચાણમાંથી ઉપજેલી રકમમાંથી કાપી લેવામાં આવશે. જાહેર જનતાને અકસ્માત ન થાય તે માટે કોન્ટ્રાક્ટરે જરૂરી વાડ અને દીવાબતીની જોગવાઈ કરવાની રહેશે અને ઉપરની સાવચેતી રાખવા અંગેની બેદરકારીને કારણે થયેલ ઈજા અંગે કોઈપણ વ્યક્તિ, જે દાવો મારે કે નુકશાન કે ખર્ચ આપવાનું ચુકાદામાં જણાવાય તે અથવા આવા કોઈ હકદારની કોન્ટ્રાક્ટરની સંમતિથી સમાધાન થતાં જે રકમ ચૂકવવામાં આવે તેનું ખર્ચ ભોગવવા પણ કોન્ટ્રાક્ટર બંધાયેલ રહેશે. મુજબના નિયમોનું પાલન કરવાનું કહેશે.

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

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

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

(ક) સીડી ઉપરથી અથવા બીજા કોઈ સાધન દ્વારા સલામતી પૂર્વક ન કરી શકાય તેવા બધાં કામ માટે કબાદારો સારૂ યોગ્ય પાલખોની જોગવાઈ કરવાની રહેશે.

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

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

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

(ખ) (૧) કાર્યક્ષમ અને જવાબદાર વ્યક્તિની દેખરેખ હેઠળ તે સિવાય,

(૨) કોન્ટ્રાક્ટર દ્વારા નિમાયેલ અને અનુભવ ધ્યાવતા કાર્યક્ષમ કામદારો દ્વારા થતું હોય તે સિવાય, કોઈપણ ચાલક બાંધવી નહીં, ઉતારવી નહીં કે તેમાં મહત્વના ફેરફાર કરવા નહિં.

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

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

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

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

(૨) તેના પરના આવનારા વજન અને ઘસારાને ખમી શકે તેટલી મજબૂત હોવી જોઈએ, અને નહિં અને આવી નોટીસ સિવાય અથવા સંમતિ મેળવ્યા સિવાય જો કોઈપણ કામનું

(iii) be maintained in proper condition.

(૩) તેને સારી સ્થિતિમાં રાખવાની રહેશે.

(d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.

(ઘ) પાલખો એવી બાંધવાની રહેશે કે સામાન્ય વપરાશથી તેનો કોઈ પણ ભાગ છૂટો પડી ન જાય.

(e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.

(ચ) પાલખો પથ વધારે પડતું વજન મુકવું નહિ અને શક્ય હોય ત્યાં સુધી તે વજન સમગ્ર પાલખ પર એકસરખું વહેંચી નાંખવું

(f) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure the strength stability of the scaffolds,

(છ) પાલખો પર માલ ઉચકવા માટેના ગિયર મોઠવતા પહેલા પાલખોની મજબૂતાઈ અને ટકાઉપણવની ખાતરી કરવાની ખાસ સાવચેતી લેવી.

(g) Scaffolds shall be periodically inspected by a competent person.

(જ) કાર્યક્ષમ વ્યક્તિ દ્વારા વખતોવખત પાલખોની તપાસ કરવાની રહેશે.

(h) Before allowing a scaffold to be used by his workmen, the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation herein specified.

(ઝ) તેના કામદારોએ પાલખો બાંધી હોય કે ન હોય તો પણ પોતાના કામદારોને તે પાલખનો ઉપયોગ કરવા દેતા પહેલા કોન્ટ્રાક્ટે તેવી પાલખો અહીં જણાવેલ વિનિયમો અનુસાર બરાબર હોવા બાબતની ખાતરી કરવાની રહેશે.

(i) Working platforms, gangways shall

(i) be so constructed that no part thereof can sag unduly or unequally.

(ટ) કાચા માંચડા-જવા-આવવા માટેનાં પાટીયા અને સીડીઓ બાંધતી વખતે નીચેની બાબતો ખ્યાલમાં રાખવાની રહેશે.

(૧) તેનો કોઈપણ ભાગ વધુ પડતો કે અસમાન રીતે ઝુકી જવો ન જોઈએ.

(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-

(૨) માણસો ગબડી કે લપસી પડે તેવું જોખમ બને તેટલું ઓછું રાખવા માટે પ્રવર્તતાં સંજોગો અનુસાર તે બાંધવા અને જાળવવા, અને

(iii) be kept free from any unnecessary obstruction.

(૩) કોઈપણ જાતનાં બિનજરૂરી અવરોધથી મુક્ત રાખવા.

(j) In the case of working platforms, gangways working places and stairways at a height exceeding 2.00 meter (to be specified)

(ઠ) ૨.૦૦ મીટરથી વધુ ઉંચાઈવાળા કાચા માંચડા જવા આવવા માટે પાટીયા કામની જગ્યા અને સીડીઓની નીચે મુજબની જોગવાઈ રહેશે.

(i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.

(૧) સલામતીના બીજા પૂરતા પગલાં ન લેવાયાં હોય તો દરેક કાચો માંચડો અને જવા આવવા માટેનું દરેક પાટિયું લગભગ જડેલું હોવું જોઈએ.

(ii) every working platform, and every gangway, shall have adequate width, and.

(૨) દરેક કાચા માંચડા અને જવા આવવા માટેના પાટીયાં, પૂરતી પહોળાઈવાળા હોવા જોઈશે, અને

(iii) every working platform, gangway, working place and stairway shall be suitably fenced.

(૩) અરેક કાચા માંચડા અને જવા આવવા માટેનાં પાટીયાં કામની જગ્યા અને સીડીઓને યોગ્ય કઠેરા હોવા જોઈએ.

(k) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the access of person or the transport or shifting of materials be provide with suitable means to prevent the fall of persons or materials.

(ડ) માણસો આવી જઈ શકે અથવા માલસામાનની હેરફેર થઈ શકે કે એક સ્થળે લઈ જઈ શકાય તેટલા વખત અને તેટલા પૂરતી

મકાનની ફરસ કે કાચા માંચડા પરની પ્રત્યેક ખુલ્લી જગ્યા પર એવા યોગ્ય સાધનો મૂકી રાખવા કે જેથી કોઈ માણસ કે માલસામાન પડી ન જાય.

(l) When persons are employed on a roof where there is danger of falling from a height exceeding 3.00 (to be specified) meter suitable precaution shall be taken to prevent the fall of persons or materials.

(દ) જયાથી પડી જવાનો ભય હોય તેવી ૩.૦૦ (જણાવેલી) મીટરથી વધુ ઉંચાઈના છાપરા પર માણસોને કામે રાખવામાં આવ્યા હોય ત્યાંથી માણસો કે માલસામાન પડી ન જાય તે માટે સાવચેતીના યોગ્ય પગલા લેવાના રહેશે.

(m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.

(ત) પાલખો કે કામકાજની બીજી જગ્યાઓ પરથી પડે તેવી ચીજવસ્તુઓથી માણસને ઈજા ન થાય તે માટે સાવચેતીનાં યોગ્ય પગલાં લેવા.

(n) Safe means of access shall be provided to all working platforms and other working places.

(થ) બધા કાચા માંચડા અને કામની જગ્યાઓએ સહેલાઈથી જવા માટે સલામત માર્ગોની જોગવાઈ કરવાની રહેશે.

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

**ખંડ -૨૧-બ કોન્ટ્રાક્ટર વજન ઉચકવાના સાધનો વાપરે તે સંબંધ માં તથા નીચેના વિનિયમોનું પાલન કરવાનું રહેશે.**

(a) Hoisting machines and tackle including their attachments, anchorages and supports shall

(ક) વજન ઉચકવાનાં યંત્રો અને ગરગડીવાળા યંત્ર, તેમની સાથેના જોડાણો, લંગર માટેના સામાન અને ટેકા નીચે મુજબનાં હોવા જોઈશે :-

(i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and

(૧) સારી યાંત્રિક રચનાવાળા, મજબૂત વસ્તુના તેમજ પૂરતી તાકાતવાળા અને દેખીતી કોઈ ખામી વિનાના અને

(ii) be kept in good repair and in hoisting or working order. (૨) સારી દુરુસ્ત હાલતમાં અને ચાલુ સ્થિતિમાં રાખવા જોઈશે.

(b) every rope used in hoisting or lowering materials or as means of suspensions shall be of suitable quality and adequate strength and free from patent defect.

(ખ) માલસામાનને ઉંચે ચડાવવા કે ઉતારવા અથવા લટકતો રાખવાના સાધન તરીકે વપરાતું દોરડું યોગ્ય જાતનું અને પૂરતી મજબૂતાઈવાળું તેમજ દેખીતી ખામી વિનાનું હોવું જોઈએ.

(c) Hoisting machines and tackles shall be examined and adequately tested after erection on the site and be re-examined in position at intervals to be prescribed by Engineer-in-charge.

(ગ) વજન ઉચકવાનાં યંત્રો અને ગરગડીવાળાં યંત્રને કામના સ્થળે ગોઠવ્યા બાદ અને ઉપયોગમાં લીધા પહેલાં તપાસી જોઈને પૂરતા પ્રમાણમાં ચકાસી લેવાના રહેશે, તેમજ હવાલાનાં ઈજનેર નિયત કરે તેવા સમયાંતરે, ગાઠવેલી સ્થિતિમાં તેની ફેર તપાસ કરવાની રહેશે.

(d) Every chain, ring hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.

(ઘ) માલસામાન ઉંચે ચડાવવાના કે નીચે ઉતારવા કે લટકતો રાખવાના સાધન તરીકે વપરાતા પ્રત્યેક સાંકળ, રીંગ, આંકડો કડી, નકુચા અને પુલીબ્લોક વખતોવખત તપાસવા.

(e) Every crane driver or hoisting-appliance operator shall be properly qualified.



(ચ)પ્રત્યક ક્રેઈન-ડ્રાઈવર કે વજન ઉચકવાના યંત્રના ચાલક યોગ્ય લાયકાતવાળા હોવા જોઈએ.

(f)No person who is below age of 15 years shall be in control of any hoisting machine, including any scaffolds, nor shall give signals to the operator.

(છ)૧૫ વર્ષથી નીચેની કોઈપણ વ્યક્તિને કોઈ પાલખ સહિત વજન ઉચકવા કોઈ યંત્રના નિયંત્રક તરીકે અથવા ઓપરેટરને નિશાનીથી સૂચના આપવા, કામે રાખી શકાશે નહીં.

(g)In case of every hoisting machine and of every chain, ring hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.

(જ)વજન ઉચકવાની પ્રત્યેક યંત્ર અને માલસામાન ઉચે ચડાવવાના કે નીચ ઉતારવાના કે લટકાવી રાખવાના સાધન તરીકે વપરાતી પ્રત્યેક સાંકળ, રીંગ, કડી, નકુચા અને પુલી-બ્લોકની સલામત રીતે વજન ઉઠાવવાની શક્તિ કેટલી છે તે યોગ્ય સાધનો વડે નક્કી કરવાનું રહેશે.

(h)Every hoisting machine and all gears referred to in preceding regulation shall be plainly marked with the safe working load.

(ઝ)આગળના વિનિમયમાં જણાવેલ વજન ઉચકવાના પ્રત્યેક યંત્ર અને બધા જ ગિયર પર સલામત રીતે કેટલું વજન ઉઠાવી શકે તેમ છે. તે ચોખ્ખુ લખેલું હોવું જોઈએ.

(i)In the case of hoisting machine having a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated.

(ટ)જુદા જુદા વજન સલામત રીતે ઉચકી શકતા, ઉચકવાના યંત્ર પર, સલામત રીતે ઉચકી શકાતું પ્રત્યેક વજન અને કઈ હાલતમાં યંત્રને લાગુ પડશે તે સ્પષ્ટ દર્શાવવાનું રહેશે.

(j)No part of any hoisting machine or gear referred to in regulation 'g' above shall be loaded beyond the safe working load except for the purpose of testing.

(ઢ)ઉપરનાં વિનિમય જેમાં જણાવેલ વજન ઉચકવાના કોઈપણ યંત્ર કે ગિયરના કોઈપણ ભાગ પર ચકાસણી માટે જરૂરી હોય તે સિવાય, સલામત વજન કરતા વધુ વજન લાદવું નહિં.

(ક)Motors, gears, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with sufficient safeguards.

(ડ)વજન ઉચકવાના સાધનની મોટરો, ગિયર, વિદ્યુતવાહક સાધનો, વિજળીના તાર અને જોખમી ભાગો માટે પૂરી સલામતીની જોગવાઈ કરવાની રહેશે.

(લ)Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.

(ઘ)કોઈ વજન અરસ્તાત નીચે સરકી પડે તેવું જોખમ ઓછામાં ઓછું રહે તે પ્રકારની કોઈક સગવડ વજન ઉચકવાના સાધનમાં કરવાની રહેશે.

(મ)Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.

(ન)લટકતા રાખેલા વજનમાંથી કોઈપણ ભાગ અકસ્માત છૂટો પડી જવાનું જોખમ ઓછામાં ઓછું રહે તે માટે પૂરતી સાવચેતી રાખવાની રહેશે.

**CLAUSE 22 :-Measures for Prevention of Fire :** The contractor shall not set fire to any standing jungle, trees, bush wood or glass 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 trees, 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 trees, 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 any damages done in or outside work area :** Compensation for all damage done intentionally or unintentionally by Contractor's labourers whether or beyond limits of Government property including any damage caused by the spreading of fire mentioned in the clause 22, shall be estimated by the Engineer in charge, or such other Officer as he may appoint and the estimates of the Engineer in charge, subject to the decision of the Superintending Engineer, or appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer in charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

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

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

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

**CLAUSE 24 :-** રૂપિયા એક કરોડથી વધુ રકમના વાઈડનીંગ અને સ્ટ્રેન્ધનીંગના કામોમાં દરેક સ્ટરનું કોમ્પેક્શન વ્યવસ્થિત રીતે થાય તે માટે નીચેની કાર્યવાહી અનુસરવાની રહેશે

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

૨૪.૨ આવા કામોમાં દરેક સ્ટરનું કોમ્પેક્શન ધારાધોરણ મુજબ થયું છે, તેની દરેક લેવરે ફરજિયાતપણે ડેન્સિટી મીટરથી ગ્રીડ પ્રમાણે થયાની ચુકાસણી ઈજારદારે કરી તેનું રજીસ્ટર નિભાવવાનું રહેશે. આવી ચુકાસણી સંબંધિત નાયબ કાર્યપાલક ઈજનેરશ્રી, અને મદદનીશ /અધિક મદદનીશ ઈજનેરશ્રીએ પણ કરવાની રહેશે. ઈજારદારે કરેલ કામની

ડેન્સીટી પુરેપુરી મળ્યા બાદ જ કલીયરન્સ અપાય અને ત્યારબાદ જ બીજા લેયરની કામગીરી હાથ ધરાય તે જોવાનું રહેશે. (મા.મ.વિ. પરિપત્ર નં. એસ.એસ.આર.-૧૦-૨૦૦૮-૧૮-સી, તા. ૧૩-૧૦-૨૦૦૮, મા.મ.વિ. પરિપત્ર નં. એસ.એસ.આર.-૧૦-૨૦૧૭-૫૦ સી, તા. ૨૯-૮-૨૦૧૭ તથા તા. ૧૧-૯-૨૦૧૭)

## CLAUSE 25 :-Deleted

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

ખંડ -૨૬ બાંધકામ પેટા ભાડે ન આપવા બાબત, મંજૂરી વિના પેટાભાડે આપવાથી અથવા સરકારી અધિકારીને લાંચ આપવા માટે અથવા કોન્ટ્રાક્ટર નાદાર થયેથી કોન્ટ્રાક્ટ કદ થાય અને જામીન અનામત જપ્ત થવા બાબત : હવાલાના ઈજનેરના લિખિત પરવાનગી સિવાયના કોન્ટ્રાક્ટ કોઈને એસાઈન કરી શકાશે કે પેટાભાડે આપી શકાશે નહિ, અને તેમનો કોન્ટ્રાક્ટર એસાઈન કરશે અથવા પેટાભાડે આપશે કે તેમ કરવાનો પ્રયત્ન કરશે કે નાદાર બનશે કે પોતાને નાદાર કરાવવા માટેની કાર્યવાહી કરશે કે પોતાના લેણદારો સાથે કોઈ પતાવટ કરશે કે તેમ કરવાનો પ્રયત્ન કરશે તો હવાલા ઈજનેર લિખિત નોટીસ આપીને કોન્ટ્રાક્ટ રદ કરી શકશે. વળી કોન્ટ્રાક્ટર કે તેમના કોઈ નોકર કે એજન્ટ કોઈ સરકારી અધિકારીને અથવા સરકારી નોકરીમાંના કોઈપણ વ્યક્તિને તેના હોદ્દા કે નોકરીની રૂ. એ કોઈપણ પ્રકારની લાંચ, બક્ષીસ, ભેટ, ઈનામ કે આર્થિક બીજા કોઈપણ પ્રકારના લાભ પ્રત્યક્ષ કે પરોક્ષ રીતે આપશે, આપવાનું વચન આપશે કે આપવાની તૈયારી બતાવશે અથવા આવા કોઈ અધિકારી કે વ્યક્તિ પ્રત્યક્ષ કે પરોક્ષ રીતે કોન્ટ્રાક્ટ રદ થતા કોન્ટ્રાક્ટરની જામીન અનામત જપ્ત થયેલ ગણાશે, અને તે સંપૂર્ણપણે સરકાર હસ્તક રહેશે અને આ કરારના ખંડ -૩ હેઠળ જાણે કે કોન્ટ્રાક્ટ રદ કરવામાં આવ્યો હોય તેના પરિણામો આવશે અને વધુમાં કોન્ટ્રાક્ટ હેઠળ ખર્ચ કરેલા કોઈપણ કામ માટે કોઈ રકમ વસૂલ કરવાને કે ચૂકતે લેવાનો કોન્ટ્રાક્ટરને હક રહેશે નહિં.

**CLAUSE 27 :-Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss:** All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether any damage has or had not been sustained.

ખંડ - ૨૭ ખર્ચે ગયેલ ખોટને લક્ષમાં સિવાય વળતરરૂપે ચૂકવવાની રકમને ગણવા બાબત : ખર્ચે ખોટ કે નુકશાનને લક્ષમાં લીધા સિવાય અને કોઈ નુકશાન થયું હોય કે ન થયું હોય તો પણ આ શરતોમાંની કોઈપણ શરત હેઠળ કોન્ટ્રાક્ટરે વળતરરૂપે ચૂકવવાની થતી તમામ રકમને વ્યાજબી વળતર ગણવામાં આવશે અને તે સરકાર માટે ઉપયોગમાં લેવાશે.

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

ખંડ -૨૮ પેઢીના બંધારણમાં કોઈ ફેરફાર થયે તેની જાણ કરવા બાબત : ભાગીદારોએ ટેન્ડર ભર્યું હોય તે કેસમાં પેઢીને બંધારણમાં કોઈ ફેરફાર થતા કોન્ટ્રાક્ટરે હવાલાના ઈજનેરને તેમની જાણ અર્થે તેવા ફેરફાર અંગે તરત માહિતગાર કરવાના રહેશે.

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

ખંડ -૨૯ અધિક્ષક ઈજનેરની સૂચના હેઠળ કામો કરવા બાબત -કોન્ટ્રાક્ટ હેઠળ કરવાના બધા જ કામ સર્કલના જે તે વખતના અધિક્ષક ઈજનેરની સૂચના અને હેઠળ તમામ બાબતો માટે તેમની મંજૂરીને આધીન રહીને કરવાના રહેશે. આ કામ કયા સ્થળે કે સ્થળોએ અને કેવી રીતે શરૂ કરવા વખતોવખત કેવી રીતે આવળ ધપાવવા તે અંગે સૂચના આપવા અધિક્ષક ઈજનેર હકકદાર રહેશે.

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

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

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

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

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

(v)The amount of compensation which the contractor shall be liable to pay under clause 17 in the event of his failure to rectify, remove or reconstruct the work within the period specified in the written intimation or the amount of expense

incurred by the Engineer in charge under the said clause 17 in rectifying, removing or re-executing the work or in removing and replacing the materials or articles complained of.

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

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

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

(2) The provision of section-21 of the GPWD dispute Arbi. Tribunal Act-92 & order issued by the Govt. in connection with this Act will now apply for Arbitration (As per Government in N & WRD letter No. SUT/1090/2679/K2 dtd. 9/2994.

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

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

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

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

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

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

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

#### **CLAUSE 31 :-Deleted**

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

ખંડ-૩૨) અંદાજમાંની ઉચ્ચક રકમો : જ અંદાજના આધારે ટેન્ડર તૈયાર કરવું હોય તેમાં જો કામના અમુક ભાગો અંગે ઉચ્ચક રકમનો સમાવેશ થતો હોય તો આવી લાભતો માટે આ કંટ્રાક્ટ હેઠળ ચૂકવવાપાત્ર હોય તે જ દરે, થયેલ કામની બાબતો માટે ઉક્ત કામના કોઈ ભાગ માટે ચૂકવણી મેળવવા કંટ્રાક્ટર હક્કદાર રહેશે, અથવા હવાલાના ઈજનેરના મતે ઉક્ત કામના તે ભાગનું માપ લઈ શકાય તેમ ન હોય, તો હવાલાના ઈજનેર પોતાના સ્વવિવેક અનુસાર અંદાજમાં નો થાયેલી ઉચ્ચક રકમ ચૂકવી શકશે અને આ ખંડની જોગવાઈ સેઠળ કંટ્રાક્ટરને ચૂકવવાપાત્ર થતી રકમ કે રકમોને લગતું હવાલાના ઈજનેરનું લિમિત પ્રમાણપત્ર તેના માટે આખરી અને નિર્ણાયક લેખાશે.

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

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

ખંડ -૩૪ કામની વ્યાખ્યા : આ શરતોમાં વપરાયેલ કામ અથવા શબ્દ પ્રયોગ વિષયના સંદર્ભમાં કશું વિરુદ્ધ ન હોય તો કામચલાઉ કે કાયમી અને મૂળ સુધારેલા, બદલવામાં આવેલા કે વધારાના કોન્ટ્રાક્ટરની રૂએ કરવાના થતા કામ કે કામો એવો થશે.

**CLAUSE 35:- contracotr’s percentage whethere applied to net or gross amunt of the bill:** Percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued (this clauses shall be applicable only for B-1 Tender)

**CLAUSE 36 :-** (i) On receipt of the work order, the contractor will identify the sources of procurement of quarried construction materials like metal, kapchi, grit, sand etc. and seek the permission of the Engineer-in-Charge about the sources. The Engineer-in-Charge will issue orders approving the sources of procurement of quarried construction materials. The contractor will thereafter procure the materials from approved sources for use in the contract work. The Dy. Executive Engineer will verify this with reference to the copies of gate passes before recording the measurements of such materials.

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

ઉદ્યોગ, ખાણ અને ઉર્જા વિભાગના ઉપરોક્ત વિષય પરત્વેના તા. ૧-૧-૮૭ના ઠરાવ ક્રમાંક એમસીઆર - ૨૧૬૮ - ૬૬૮૫ છ માં જણાવ્યા પ્રમાણે કાર્યવાહી કરવાની સૂચના :-

**(iii)** કાર્યપાલક ઇજનેરશ્રી કામનો વર્ક ઓર્ડર આપે કે તુરત જ કામના શીડયુલ - બીની નકલ જે તે વિસ્તારના મદદનીશ નિયામક અથવા જીઓલોજીસ્ટ અથવા આસીસ્ટન્ટ જીઓલોજીસ્ટ અથવા ભૂસ્તર અને ખનીજ શાખાના જીલ્લા કચેરીના વડા જેઓ કલેક્ટરશ્રીની કચેરીમાં બેસે છે તેમને આપવાની રહેશે. (૨) રૂ. ૨.૦૦ લાખ (બે લાખ)થી ઉપરના કામોના કોન્ટ્રાક્ટરીએ તેઓએ ખરીદેલ ખનીજનો જથ્થો અને તે ક્યાંથી ખરીદેલ છે તે વેચનારની વિગતો દર્શાવતા બીલોની નકલો તથા પત્રકના રૂપમાં માનિતી દર ત્રણ માસે ઉપર (૧)માં દર્શાવેલ અધિકારીને પુરી પાડવાની રહેશે. આ બીલોમાં માલ વેચનારનું નામ, સ્થળ, તારીખ અને માલ લેનારનું નામ, માંલ લેનારનું નામ અને જથ્થો, વગેરે દર્શાવેલા હોવા જોઈએ (૩) જરૂર પડે જરૂરી કિસ્સામાં ઉપર (૧)માં દર્શાવેલ અધિકારીશ્રી તરફથી વધુ માહિતી-વિગત માલ કે બીલના સંબંધમાં માંગવામાં આવે તો તે જે તે કાર્યપાલક ઇજનેરશ્રી મનીજ ખાતાના અધિકારીને તે વિગતો કોન્ટ્રાક્ટર પાસેથી મેળવવામાં મદદ કરશે. જો આવી માહિતી સમયસર આપવામાં ન આવે તે કોઈ કાર્યપાલક ઇજનેરશ્રી, તરફથી આ અંગે સહકાર ન મળે તો, ખનીજ વિભાગના અધિકારી તુર્ત જ આ બાબત નિયામકશ્રીના ધ્યાન ઉપર મુકશે. જેઓ આ અંગે ઉદ્યોગ, બાલ અને ઉર્જા વિભાગ તથા જે તે સંબંધિત વિભાગના સચિવશ્રીના ધ્યાન ઉપર મુકશે અને આવો પત્ર મળ્યેથી સંબંધિત વિભાગના સચિવશ્રી, જે તે કાર્યપાલક ઇજનેરશ્રીને તાત્કાલિક માહિતી પુરી પાડવા સૂચના આપશે. આ પ્રથા અમલી બનતા આ પરિપત્રની તારીખથી સીક્યોરીટી ડીપોઝીટ પરત કરવા માટે રોયલ્ટી ભર્યા અંગેના પ્રમાણપત્રનો આગ્રહ રાખવાનો રહેશે નહીં.

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

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

**Clause 37 Compensation under the workmen's compensation Act:** The contractor shall be responsible for and shall pay compensation to his workman payable under the Workmen's Compensation Act. 1923 (VIII of 1923) hereinafter called the said Act) for injuries caused to the workmen. If such compensation is paid by Government as principal under sub-section 12(1) of the said Act on behalf of the Contractor it shall be recoverable by Government from the contractor under sub-section 12 (2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.

**ખંડ ૩૭ કામદાર વળતર અધિનિયમ હેઠળ વળતર :** કામદારોને થયેલ ઈજાઓ માટે ૧૯૨૩ના કામદાર વળતર અધિનિયમ (૧૯૨૩ના આઠમા) (હવે પછી જેને ઉક્ત અધિનિયમ કહ્યો છે તે ) હેઠળ ચૂકવવાપાત્ર કોઈ પણ વળતર ચૂકવવા કંટ્રાક્ટર જવાબદાર રહેશે. ઉક્ત અધિનિયમની કલમ ૧૨ની પેટા કલમ (૧) હેઠળ, કંટ્રાક્ટર વતી સરકારે મુખ્ય પક્ષકાર તરીકે આવું વળતર ચૂકવ્યું હોય તો સરકાર તે રકમ ઉક્ત કલમની પેટા કલમ (૨) અન્વયે કંટ્રાક્ટર પાસેથી વસૂલ કરી શકશે. આવું વળતર ઉપરના ખંડ ૧ માં જણાવેલી રીતે વસૂલ કરવામાં આવશે.

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

**ખંડ-૩૭-ક અકસ્માતને પરિણામે કોઈ કામદારને શારીરિક ઈજા થાય તો તેને તબીબી સહાય પૂરી પાડવા માટે કંટ્રાક્ટર જવાબદાર રહેશે અને તે અંગેનું ખર્ચ તેમણે ચૂકવવાનું રહેશે. આવું ખર્ચ સરકારે કર્યું હોય તો કંટ્રાક્ટર પાસેથી તે તરત જ વસૂલ કરવા પાત્ર રહેશે અને સરકારના બીજા કોઈ પગલાને બાધ ન આવે એ રીતે કંટ્રાક્ટરની લેણી**

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

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

(b)When work is carried on in proximity to any place where there is a risk of drowning all necessary equipment shall be provided and kept for use and all necessary steps shall be taken for the prompt rescue of any person, in danger.

(c)Adequate provision shall be made for prompt first aid treatment of all injuries to be sustained during the course of the work.

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

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

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

**CLAUSE 40 :-**No compensation shall be allowed for any delay caused in the starting of the work on account of delay in making available the full site of land at a time.

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

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

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

ખંડ -૪૨ કામનો કોઈ ભાગ નવેસરથી હાથ ધરવા કે શરૂ કરવા બાબત : હવાલાના ઈજનેરને અથવા તાબાના કામના હવાલાના અધિકારીનો લિખીત હુકમ અને સૂચના સિવાય કોન્ટ્રાક્ટર કામનો ભાગ નવેસરથી હાથ ધરી કે શરૂ કરી શકશે નહિ. આવો હુકમ ન મળ્યો હોય તો કામના કોઈ માપ લેવા અંગે કે ચુકવણી માટે કંટ્રાક્ટર કશો હક દાવો કરી શકશે નહિ.

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

ખંડ -૪૩કામે રખાયેલ વ્યક્તિઓની ઓછામાં ઓછી વય -કોન્ટ્રાક્ટર ૧૫ વર્ષની નીચેની ઉંમરની કોઈપણ વ્યક્તિ કામે રાખી શકશે નહિં.

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

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

(૨)કોન્ટ્રાક્ટર ગંધડા અથવા બીજા પ્રાણીઓના પીઠ પર ઝીણી દોરી અથવા પાતળું દોરડું બાંધી શકશે નહીં. પીઠ ભાગ પર બાંધવા ઓછામાં ઓછી ૩ ઈંચ પહોળી ફીટ (નવાર)કામમાં લેવી.

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

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

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

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

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

(૫)પોતે હાથ ધરેલા કોન્ટ્રાક્ટ માટે કામે રાખેલ કામદારોને વ્યાજબી વેતન ચૂકવવાનું રહેશે. ચૂકવેલ વ્યાજબી ન હોવાના મુદ્દા પર કોન્ટ્રાક્ટર અને તેમના કામદારો વચ્ચે કોઈ ઝઘડો ઉભો થાય તો એ ઝઘડો વિના વિલંબે હવાલા ઈજનેરને સોંપવામાં આવશે અને તે અંગે તેઓ નિર્ણય આપશે. હવાલાના ઈજનેરનો નિર્ણય કોન્ટ્રાક્ટર માટે નિર્ણાયક અને બંધનકર્તા રહેશે. પરંતુ આ નિર્ણયથી મંજૂર કરેલા ટેન્ડરના દરે સરકારે કરવાની થતી ચૂકવણીને લગતી કોન્ટ્રાક્ટમાંની શરતોને કશી અસર થશે નહિં.

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

(૬)સરકારી કામે રાખેલા કામદારો - મજૂરોને પીવાના પાણીની સગવડ કોન્ટ્રાક્ટરે પૂરી પાડવાની રહેશે. (શહેરી વિસ્તારોમાં)કામે રાખેલા કામદારોને સ્વચ્છતા વિષયક સગવડો પૂરી પાડવાની રહેશે. કોન્ટ્રાક્ટર આ જોગવાઈનું પાલન કરવામાં નિષ્ફળ જશે તો હવાલાના ઈજનેર તેને લેખીત નોટિસ આપશે અને કોન્ટ્રાક્ટર આવી લેખીત નોટીસ ની તારીખથી દિન દસની મુદતમાં કામદારો - મજૂરોને આ સગવડ નહિ આપે તો હવાલા ઈજનેર કોન્ટ્રાક્ટરના ખર્ચે પીવાના પાણી ની વ્યવસ્થા કરશે.

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

(૭)કામ શરૂ થાય કે તરત જ કોન્ટ્રાક્ટરે સરકારી કામ પરના કામદારો-મજૂરો અને તેમના બાળકોને યોગ્ય શેડ અને આશ્રય આપવાની સગવડ પૂરી પાડવાની રહેશે. શેડ અને આશ્રયસ્થાન પૂરા પાડવામાં કોન્ટ્રાક્ટર નિષ્ફળ જશે તો કોન્ટ્રાક્ટરના ખર્ચે હવાલાના ઈજનેર પૂરા પાડશે.

**CLAUSE 44 :-Method of payment :** Payment to contractor shall be made by cheque drawn on any treasury within the division convenient to them, provided the amount exceeds Rs. 10 Amount not exceeding Rs. 10 will be paid in cash.  
ખંડ -૪૪ ચૂકવણીની રીત : ચૂકવણીની રકમ રૂ. ૧૦ કરતા વધુ હોય તો, કોન્ટ્રાક્ટરને અનુકુળ હોય તેવી ડિવીઝનના વિસ્તારની કોઈપણ તિજોરી પરના ચેક દ્વારા તેમને ચૂકવણી કરાશે. રૂ. ૧૦ થી વધુ ન હોય તેવી રકમ રોકડેથી ચૂકવવામાં આવશે.

**CLAUSE 44-A :-**Any sum of money due and payable to the Contractor(including the security deposit returnable to the contractor) executing any Government work or work of any District Panchayat wholly financed as grant in aid under this contract shall be appropriated by any District Panchayat/Government and shall be set off against any claim of the Government/District Panchayat of Gujarat stat by the District Panchayat of Gujarat State/Government for the payment of a sum of money arising out or under any other contract made by the contractor with the Government/District Panchayat of Gujarat state for the work wholly financed as grant in aid by Government of Gujarat State. When no such amount for purpose of the recovery from the contractor against any claim of the Government/District Panchayat of Gujarat state is available, such a recovery shall be made from the contractor as arrears of land revenue.

**CLAUSE 45 :-Deleted.**

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

ખંડ -૪૬ અછત ગ્રંથ વિસ્તારના મજૂરો કામે રાખવા બાબત : કામના સ્થળેથી ૧૬ કિલોમીટરની અંદર આવેલા કોઈપણ ગામમાં અછતની અથવા દુષ્કાળની સ્થિતિ પ્રવર્તતી હોવાનું સરકાર જાહેર કરે, તો જેમાં કુશળ કારીગરોની જરૂર ન હોય તેવા કામના કોઈપણ ભાગ પર કોન્ટ્રાક્ટરે હવાલાના ઈજનેર અથવા તેમણે તે અંગેની ફરજ જેને લેખીત રીતે સોંપી હોય તેવી વ્યક્તિએ જે વ્યક્તિઓને રાહતની આવશ્યકતા હોવાનું પ્રમાણપત્ર આપ્યું હોય તેમને કામે રોકવાના રહેશે અને આ અંગે સરકારે જે નિર્ણય કર્યો હોય તેથી ઓછા ન હોય એવા દરે આવી વ્યક્તિઓને વેતન ચૂકવવા તે બંધાયેલા રહેશે. આ ખંડના અમલ પરત્વે કોઈપણ તકરાર ઉપસ્થિત થાય તો તેનો નિર્ણય હવાલાના ઈજનેર કરશે અને તે નિર્ણય કોન્ટ્રાક્ટર માટે આખરી અને બંધનકર્તા રહેશે.

**CLAUSE 47 :-Deleted**

**CLAUSE 48 :-** The rates to be quoted by the contractor must be excluding of GST but inclusive of all other taxes prevailing on due of bid submission. However any subsequent changes in the tax structure by Government after due date of bid submission will be compensated (+/-) on availability or submission of actual documentation. Contractor has to intimate Engineer in charge regarding changes occurred in the tax structure after bid submission. If contractor fails to provide such information and if any financial obligation may arise due to change in tax structure. Same will be recovered from the contractor. The Contractor shall apply fair means of stock maintenance and shall adopt accounting standards as may be prescribed under GST. For arriving at the difference in procurement prices due to introducing of GST, it will be open for the Government to ask for original invoices, LR, weigh bridge slips, Payment details and such other documents as may be required for the purpose. If there is reduction in overall tax burden then proportional benefit of that shall be passed on to the Government. (TNC – 10 – 2017 – 01 – C – Dt 29.08.2017)

**Note:-The rates to be quoted by the contractor must be exclusive of GST but inclusive of all other taxes.**

**CLAUSE 49 :-**The Contractor should as far as possible, obtain his requirement of laborers skilled and unskilled, from the nearest Employment Exchange so as to utilize the local employment potential. If there are no local Employment Exchanges are not able to provide the required labor locally, suitable laborers should be utilized to the maximum extent possible.

ખંડ -૪૯ કોન્ટ્રાક્ટરે જાઈતા કુશળ અને બિન કુશળ મજૂરો શક્ય હોય ત્યાં સુધી નજીકમાં નજીકની રોજગાર કચેરીએથી મેળવવા, જેથી સ્થાનિક રોજગાર શક્તિનો ઉપયોગ થઈ શકશે. સ્થાનિક રોજગાર કચેરીઓ ન હોય અથવા આવી કચેરીઓ જરૂરી મજૂરો સ્થાનિક રીતે પૂરા પાડી શકે તેમ ન હોય તો યોગ્ય મજૂરોનો બને તેટલા વધુ પ્રમાણમાં ઉપયોગ કરવો.

**CLAUSE 50 :-Fair Wages :** If a Contractor fails to pay within '7'(seven)days to the labourer(s) worker(s) the minimum wages prescribed by the Government under the Minimum Wages Act, 1948 as in force from time to time, Engineer in charge shall be at liberty to deduct the amount payable to the labourer/workers from his (Contractor's) bills or deposit(s) payable by the Contractor after making due inquiries and establishing the claims(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 incur on account of the action as aforesaid. Before the action as aforesaid, is enforced, a notice in writing to the Contractor shall be issued by the Engineer in charge to pay the wages as per minimum Wages Act I force at the relevant time. If contractor does not act as afore said within seven days, then the action contemplated as above shall be taken against him.

ખંડ -૫૦ વ્યાજબી વેતન : વખતોવખત અમલમાં હોય તે મુજબ ૧૯૪૮ ના લઘુત્તમ વેતન અધિનિયમ હેઠળ સરકારે નિયત કરેલા લઘુત્તમ વેતન મજૂર (મજૂરો)ને કામદાર (કામદારો)ને સાત દિવસમાં કોન્ટ્રાક્ટર ન ચૂકવે તો હવાલાના ઈજનેરને યોગ્ય તપાસ કરી તેમજ (મજૂર)મજૂરોનો કામદાર (કામદારો)નો હકદાવો સ્થાપિત કરીને મજૂર (મજૂરો)ને કામદાર (કામદારો)ને ચૂકવવાપાત્ર રકમ કોન્ટ્રાક્ટરના બિલો અથવા કોન્ટ્રાક્ટરના બિલો અથવા કોન્ટ્રાક્ટરે ચૂકવવાપાત્ર અનામત-અનામતોની રકમમાંથી કાપી લેવાની છૂટ રહેશે.

ઉપર જણાવ્યા મુજબ લેવામાં આવેલા પગલાને કારણે કોન્ટ્રાક્ટરને કોઈ પણ નુકશાન જાય તો ત માટે તેને કોઈપણ ચૂકવણી અથવા વળતર મળવા પાત્ર રહેશે નહિ ઉપર જણાવ્યા મુજબનું પગલું અમલમાં મૂકવામાં આવે તે પહેલા હવાલાના ઈજનેર તે સમયે લઘુત્તમ વેતન અધિનિયમ અનુસાર વેતન ચૂકવવામાં કોન્ટ્રાક્ટરને લેખીત નોટીસ આપશે, કોન્ટ્રાક્ટર ઉપર જણાવ્યા મુજબ સાત દિવસમાં વર્તશે નહિ તો તેની સામે ઉપર વિચાર્યા મુજબના પગલા ભરવામાં આવશે.

#### **CLAUSE 51 :-Deleted**

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

**ખંડ -પર યંત્ર સામગ્રીની યાદી :** કોન્ટ્રાક્ટરે પોતાના કબજામાંની અને કામ માટે ઉપયોગમાં લેવા વિચારેલ યંત્રસામગ્રીની યાદી પણ આપવાની રહેશે.

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

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

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

**ખંડ -પર સામાન્ય દરે સ્થાનિક મજૂરો :** સામાન્ય દરે મળી શકે તેમ હોય ત્યાં રોજગાર વાંછુ સ્થાનિક મજૂરો અને સ્થાનિક વ્યક્તિઓને કોન્ટ્રાક્ટરે કામે રાખવાનાં રહેશે.

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

Land measuring Charges

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

**CLAUSE 56 :-The contractor shall employ only such labour who shall produce a valid certificate of having been vaccinated against small pox within a period of last three years.**

**ખંડ -પર કોન્ટ્રાક્ટર છેલ્લા ૩ વર્ષની મુદત દરમિયાન શીતળાની રસી અપાઈ હોવ બાબતનું સ્વીકાર્ય પ્રમાણપત્ર રજૂ કરનાર મજૂરોને જ કામે રાખશે.**

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

(1)Huts of bamboos and grass may constructed.

(2)A good site shall be selected. High ground removed from jungle but well provided with trees shall be chosen wherever it is available. The neighborhood of rank jungle, grass or weeds should particularly be avoided. Camps should not be established close to large cutting 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 laborers. This provision shall be at the rate of not less than 4.5 liters per head. No provision need be made where there is a suitable nalla, river or well within 0.4 km. of the camp. However arrangement should as far as possible, be made to chlorinate water by chlorinated tablets before it is allowed for drinking purpose.

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

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

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

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

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

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

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

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

**7.Latrines and Urinals to be accessible :** (1)The latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment. (2)(i)The latrines and urinals shall be adequately lighted and shall be

maintained in a clean and sanitary condition at all times (2)(ii) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

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

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

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

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

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

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

(b) When, in any labour camp there is an epidemic disease or is threatened with such an outbreak, the authorities in charge of the labor camp and his instructions on matters, such as the water supply, sanitary convenience, the camp site accommodation and food supply shall be followed by the contractor.

(c) The authorities in charge of the labor colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day of the outbreak, to the Mamlatdar of the Taluka, the District Health officer or to the Deputy Director of Public Health in charge of that area and the Director of Public Health. Thereafter they should continue to send daily reports to the 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 labor 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 labor 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 antimalarial 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 in which employment of contract labor is likely to continue for three months or more, the contractor shall provide and maintain rest rooms or other suitable alternative accommodation within fifteen days of the employment of contract labour.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) the rent for the land and building.

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

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

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

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

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

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

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

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

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

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

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

$$VI = 0.75 * \{(pl)/100 * R * (i - 10)/10\}$$

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

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

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

(ii) Value of cement, steel and asphalt brought by the contractor valued at star rate plus the increase/decrease for which price adjustment is done under clause 60/A below :-

**i0** = The average consumer price index for industrial workers for the quarter in which tenders were opened (as published in\*.....)

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

**pl** Percentage of labour components (specified in Schedule .....%) of the item.

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

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

$$Vm = 0.75 * \{Pm/100 * R * i-i0 /i0 \}$$

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

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

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

(ii) Value of cement, asphalt and steel brought by the contractor valued at star rate plus the increase/decrease for which price adjustment is done under clause 60/A below :-

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

**i** = The average wholesale price index (all commodities) for the quarter under consideration.

**Pm** = Percentage of material component (specified in schedule %) of item

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

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

$$VD=0.75*\{pd/100*R*D-D0/D0\}$$

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

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

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

(ii) Value of cement, steel and asphalt brought by the contractor valued at star rate plus the increase/decrease for which price adjustment is done under sub-clause 60/A below:

Do The average price of high speed diesel (HSD) fixed by I.O.C. for the district in which the work is to be carried out for the quarter in which the tenders were opened.

**D**= The average price of HSD fixed by the I. O. C. for the district in which the work is to be carried out for the quarter under consideration.

**Pd** = Percentage of P. O. L. Component (specified in schedule)..... % of the item.

**Conditions for variation except for Cement, Steel and Asphalt:**

(1) No adjustment shall be done for the work done in the first twelve months of the time limit. Adjustment payable/recoverable will be calculated for the remaining work done during the subsequent period.

(2) The sum total price adjustment for A, B and C will be limited to (5/6/7)% of the estimated cost of work put to tender less the cost of Materials supplied from the Departmental store to the Contractor at fixed rate as specified in schedule-A and cement, steel and asphalt valued at input rates mentioned as under on which the sanctioned estimate is based. When clause 60A (B-1) is not deleted.

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

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

(4). The value of extra items will be excluded for working out the value of 'R' in the above formula in all these cases.

(5) Intermediate payment of escalation to be made under this clause on each occasion shall be limited in such a manner that the total up-to-date payment of escalation will not exceed the proportionate percentage of the ceiling of escalation as related to the proportionate value of the contract cost.

(6) Price adjustment shall be applicable only for the work that is carried out within the stipulated time or extensions thereof as are not attributable to the contractor. No claims for price adjustment other than those provided herein shall be entertained.

(7) This clause will be applicable in respect of works which of the estimated cost put to tender is above Rs. 25.00 lacs and the time limit involved is more than 12 months.

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

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

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

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

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

Month in which  
DTP is approved  
\_\_\_\_\_

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

The month in which DTPs are approved will be specified in the tender document.

Star rates should be mentioned in the tender copy as under :-

- i. For Cement, Price of cement from authorised dealer should be obtained for the month in which the D. T. P. s are approved & mentioned as star rate before issue of tender copy.
  - i(a). For steel & H.Y. S. D. bars, rate of SAIL should be obtained for the month in which the DTPs, are approved and mentioned as star rate before issue of tender copy.
  - ii(b). For asphalt the Star Rate is based on the Koyali Refinery prevailing in the month in which D.T.P. is approved and should be mentioned before issue of tender copy
  - iii. For basic index specific month in which the DTPs are approved should be mentioned before issue of tender copy.]

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

$$A = B \times \{C_1/C_0 - 1\} \times D$$

A=Difference of Amount payable or recoverable

B=Star rate of steel/cement/ asphalt

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

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

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

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

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

**Conditions for variation in rates of asphalt only:**

1. The Contractor shall procure asphalt directly from refinery only.
2. The Contractor will not be furnished "P" form for purchase of quantity of asphalt required for this work.
3. The Contractor will have to produce in original all the gate passes issued by the refinery and also the bill in original to the Engineer-in-charge
4. The number of transport tanker carrying the asphalt shall be furnished by the contractor
5. The test certificate regarding the grade of asphalt as well as test result of asphalt from GERI Laboratory or other Laboratory approved by R&B Department shall have to be produced.
6. The difference between the actual rate of purchase as per original bill of the refinery produced and the star rate shown above in this clause shall be payable/recoverable for the quantity of asphalt actually used in this work. This difference shall be payable/recoverable for the asphalt consumed in the work executed during original & extended time limit, if time limit is extended for reasons of delay attributable to the department. This difference shall not be payable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor, however in case if price of asphalt is decreased during the extended time limit than difference between the actual rate of purchase and the quoted star rate shall be recovered from the contractor
- 7(A) The difference will be payable/recoverable for the asphalt procured on and after the date of issue of work order and this price variation will not be subject to any ceiling in case the contractor has procured the asphalt, before issue of work order either of original purchase rate or the prevailing rate of asphalt at the time of actual consumption in the work, whichever is less, will be considered for calculating the difference payable/recoverable.
- 7(B) Variation in rates of asphalt shall be payable only after cross verification of refinery gate passes of asphalt with the issuing refinery or in case of imported asphalt invoices shall be cross verified with the statutory documents of the authorised dealer and authorised importer.
8. No advance payment or secured Advance will be payable against asphalt
9. This part of clause for price variation of asphalt will be applicable for works estimated to cost above Rs. 5 Lacs and involving use of asphalt
10. It is permissible to produce by Private Companies or imported asphalt  
use asphalt produced by Private Companies like ESSAR etc and imported asphalt also. If the Contractor opt to use asphalt
  - a. The contractor can procure asphalt produced by Private company of India or imported asphalt and use in the work.
  - b. The contractor will have to produce in original, the purchase invoice of asphalt.
  - c. All the conditions for variation in rates of asphalt shall be applicable for the imported asphalt (GR. No. STR/102006/1577/8/H dated 8-12-2008)
  - d. For calculation of variation in the rate of asphalt, the rate prevalent at Indian port at the time of purchase in case of imported asphalt or the rate as per purchase invoice in case of asphalt purchased from Private Indian Company or Ex. refinery Rate of Indian Public Sector undertaking refinery (IOC, HPCL, BPCL) on the date of purchase, whichever is less, shall be considered for working out the difference and for comparison of the Star rate shown above in this Clause. This difference shall be payable/recoverable for the asphalt consumed in the work executed during original & extended time limit if time limit is extended for reasons of delay attributable to the department. This difference shall not be payable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor, however in case if price of asphalt is decreased than difference between the actual rate of purchase and the quoted star rate shall be recovered from the contractor.
11. If the contractor use imported Asphalt, it will be verified that the imported Asphalt to be used is of specified viscosity Grade before permitting to use imported Asphalt Grade Certificate of Refinery from which Asphalt is imported only must be obtained Grade Certificate of any other Laboratory/Institution should not be accepted. For testing of imported asphalt, six conditions stipulated in R & B circular No. STR/102000 1577/801 Dated 22-11-2017 should also be complied with  
(Authority R & B D GR No. TNC-1089 (4)-C, dated 31-08-1991 modified vide G.R.s of even numbers, dated 5-10-1981 7-4-1992, 21-10-2005 and G.C. No STR-1097-182/H dated 27-11-97, 21-11-98 Misc-1093-UO-53-40-C dated 18-6-2001 & 26-7-2012 B.TR-10-2001-M-34/21/4 dated 4-10-05 & 2-2-07 and STR/102000-1577-5-H dated 2-9-08 and dated 8-12-09 of R&BD No. 5R TPP. STR/10-2016/1// dtd 2-10-18 and R & B circular No PRC-10-2015-55 (PT-1) C Dated 8-2-2016 R&B circular No. STR 102006/1577/6/H dated 22-11-2017)

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

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

**CLAUSE 62 :-LIABILITY OF ACCIDENTS TO PERSONS :** Responsibilities and liabilities of the contractor under Workman's Compensation Act are given in clause No. 37 In addition following shall also apply :

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

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

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

**CLAUSE 64 :-REPORTS REGARDING LABOR :** The Contractor shall submit the following reports to the Engineer in charge.(a)(i) A daily report in the suitable form of the strength of labour, both skilled and unskilled employed by him on the works(s). The contractor shall increase or decrease the strength both skilled or unskilled. If directed by the Engineer in charge. The submission of such reports shall not, however, relieve the contractor of his responsibilities and duties regarding progress or any other obligations under the contract.

(ii) A classified weekly return in the suitable form of the number of person employed on the works during the preceding week.

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

(iv) A report of any accident, which may have occurred, to be sent within 24 hours of the occurrence.

(v) Such other report as may be prescribed.

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

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

**CLAUSE 67 :-Insurance of Labours :** The contractor shall be responsible to arrange for insurance of all laborers, skilled and unskilled, workers, supervisors etc., employed by him as per labor regulation of the State.

**CLAUSE 68 :-Setting Out :** The contractor shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labor in connection therewith. If at any time, during the progress of the work, any errors to rectify such errors by the Engineer in charge shall at his own expense do so to the satisfaction of the Engineer in charge. If however such error is based on incorrect data

supplied in writing by the Engineer in charge, the expenses of rectifying the same shall be borne by the Department. The checking of and setting out of any line or level by the Engineer in charge or his representative shall not in any way, relieve the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all bench marks, site nails, page and other things used in setting out of the work(s).

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

**CLAUSE 70 :-** (1) Materials, works test register and core cutting machine: A register in the prescribed form showing day to day receipt, consumption and balance of cement on site of work by the Department and every entry thereof shall invariably be signed by contractor or his authorized representative in token of its correctness.

(2) contractors registered in special category (Roads) will have to procure and keep available on site one core cutting machine on ownership basis. The thickness of sub base and base layers of road will be tested by taking cores and recording results of later thickness in paver site register, (R.&B. Circular No. RGN-60-2006-35-c 26-5-06)

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

**CLAUSE 71 :- Progress Schedule :** (a) The contractor shall furnish within one month (unless extended by the Engineer –in Charge) of the order to start the work, the progress schedule in quadruplicate indicating the date of 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 of 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 framed keeping requirement of the clause-2 of tender form in view and be such as in practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Engineer-in-charge. Further, the dates for the progress, as in this schedule shall be adhered to.

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

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

**CLAUSE 72 :- Secured Advance To Contractor:**

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

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

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

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

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

(6) જ્યારે સીક્યોર્ડ એડવાન્સ આપેલ સરકારી માલ-સામાનમાં કામની સાઈટ ઉપર ઘટ માલુમ પડે ત્યારે તેનો અહેવાલ કરવાની જવાબદારી ઈજારદારની રહેશે. આવી ઘટની જાણ ઈજારદાર દ્વારા હવાલાના ઈજનેરને તાત્કાલીક કરવાની રહેશે અને જો આવી જાણ ઈજારદાર દ્વારા હવાલાના ઈજનેરને તાત્કાલીક નહીં કરવામાં આવે તો કામની સાઈટ ઉપર માલુમ પડેલ ઘટ કે ચોરીના બનાવમાં ઈજારદાર પોતે પણ પક્ષકાર છે તેમ ગણી તેની સામે પગલાં લેવામાં આવશે. ઉપરાંત કામ ઉપરના તાંત્રિક કર્મચારીઓ જેવા કે કારકુન, વર્ક આસીસ્ટન્ટ જેઓની પણ રીપોર્ટ કરવાની જવાબદારી છે તેઓએ માલ-સામાન કામની સાઈટ ઉપરથી ઉપડી ન જાય તે જોવાનું રહેશે તેમની જાણ બહાર જો આ માલસામાન ઉપડી જાય તો તેવા બનાવ બન્યે ત્રણ દિવસમાં રીપોર્ટ કરવામાં નિષ્ફળ જશે તો તેઓ સામે પણ જવાબદારી નક્કી કરવા પગલા લેવામાં આવશે (મા. મ. વિભાગ 6રાવ ક્રમાંક પી. ડબલ્યુ એમ ૧૦૯૦-યુ.ઓ. ૧૩(૫), તા. ૨૪-૧૦-૯૦.

(૭) જ્યારે કોન્ટ્રાક્ટર તારણવાળી પેશગી લેવા ઇચ્છતો હોય ત્યારે તેને અરજી કરી નમૂના- ૩૧માં ગીરોખત કરવાનો રહેશે. આ અરજી જોડે માલસામાનની ખરીદીનું બિલ અથવા ઇન્વોઇસ/ડીલીવરી ચલણ અરજી સાથે રજૂ કરવાનું રહેશે. આવા ગીરોખતથી સરકારને તારણવાળા માલસામાન ઉપર 'લીઅન' પ્રાપ્ત થશે અને કોન્ટ્રાક્ટર કામ ખોરંભે પાડે, માલસામાનમાં ઘટ, દુરુપયોગ કે ચોક્કીદારી તથા સલામતીની વ્યવસ્થાના અભાવે ખોટ કે ખર્ચ થાય તે સામે સરકારને રક્ષણ મળશે.

(૮) રૂપિયા ૫૦,૦૦૦ થી વધુ રકમનું સિક્કોઈ એડવાન્સ આપવાનું હોય ત્યારે આવા માલસામાનની પૂરેપૂરી ચકાસણી કાર્યપાલક ઈજનેરશ્રીએ કરવાની રહેશે. (R. & B. D. G. R. No. P.W. M.-1090-40-13(5)-C, dated 24-4-92.)

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

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

- (1) That in the case of advance payment on the item of earth-work payment should be made on the basis of detailed measurements except during the monsoon period (June to September).
- (2) That the detailed measurements should be recorded within the month from the date of payment of the bill incorporating the advance payment. However in the case of sectional measurements of earth work, detailed measurement should be recorded within three months instead of one month stipulated above.
- (3) If, on recording of the detailed measurements, it is found that the advance payment was made for more amount than the value of work now measured, excess payment shall be refunded forthwith by the contractor on demand, if it cannot be adjusted from the bill in which the item/s on which advance payment was given are recorded by measurements.

**CLAUSE-74 Advance Against Machineries:**

1. Secured advance on plants and machineries brought to the site of work is admissible for the contracts estimated to cost more than Rs. Ten Lacs.
2. Simple interest in such advances granted to contractor against plants and machineries brought to work sites be charged at the rate of ... ..% per annum.
3. The recovery of the advance shall be effected from the second month from the month in which advance is given and full recovery will be completed by the time seventy five percent of scheduled time is completed.
4. Such advance will be limited to 5 percent of the estimated amount put to tender.
5. The advance will be granted for the plant and machinery actually brought to the site of work.
6. The machinery and equipment on which the advance is granted shall be of full undisputed ownership of the contractor, and they shall be hypothecated to Government and also comprehensively insured till the advance granted is fully recovered. The hypothecation deed shall be executed separately before the advance is actually given.
7. The advance will be granted as 75 percent of the cost of new equipment for which the contractor is able to produce purchase-vouchers and other documents. This will not be applicable in the case of second-hand equipment purchased the contractor.
8. In the case of used or second-hand equipment brought by the contractor, advance will be allowed at 50 percent of the value of the equipment arrived at in the following manner :-  
(a) For used equipment, for which the records of original purchase price and past utilisation are available, depreciated value, so worked out will be subject to the confirmation by Mechanical wing of the Department.  
(b) For used equipment, for which proper records of purchase price and past utilisation are not available, the value will be assessed by a committee of Executive Engineers of Civil and Mechanical Wings. The value assessed will be based on the probable age of the equipment, its present condition and its probable depreciated value. In working out depreciation age of the equipment, its present condition and its probable department of spares, repair, reconditioning of the equipments shall not be taken into account towards the capital cost. The value arrived at by the committee will be final.
9. No advance may be allowed for equipment which is more than 8 years old or which has already worked for more than 80 percent of its life.
10. No advance shall be given on transport-vehicles like jeeps, station-wagons, estate-car and such other vehicle ordinarily required for transport purposes.
11. The recovery will have to be completed within the stipulated period of completion of work i.e.....months  
[Specified advance on Plant and machinery brought on site of work can be given to contractor only after prior approval of the Government [G.P.W. Vol. I Para 344-C(i)]

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

2. The advance will carry a simple interest at the rate of .....% per annum.
3. The recovery of advance shall commence from the sixth month from the month in which the advance is paid, and full recovery of words, the recovery of advance and interest will spread over a spell of ..... months or less as above in equal instalments.
4. A bank guarantee from a scheduled commercial bank shall have to be produced for the amount of advance applied for, The bank guarantee can be scaled down to the extent of recovery of advance.
5. mobilisation advance will be treated as interest bearing refundable loan for the purpose. The responsibility of the Contractor for the refund of Mobilisation Advance is absolute and not dependent upon the completion of the work. The contractor will have to refund the advance with accrued interest irrespective of the fact whether the contract is breached by either party or abandoned or finalised prematurely. (Govt R&B Dept. Reso. No. TCF-1382/(8)J dated 22-4-1985)

**CLAUSE 76 :-**Before starting the work, the contractor will have to obtain the licence from the District Assistant Labour Commissioner under the Contract Labour (Regulation and Abolition)Act, 1970 and contract labor (regulation and Abolition)Gujarat Rules 1972 after paying necessary fees and deposit on the basis of the number of labourers to be employed on the work and will have to supply two true copies of the said licence to the Deputy Executive Engineer before the work is started.

**CLAUSE 77 :-** **CLAUSE 77.1** The contractors registered in special categories of Roads, Bridges and Buildings are required to equip the companies by establishing test laboratories as under:

Roads:

Special Category 1: Three field laboratories with all road material testing and asphalt testing.

Special Category-2: Two field laboratories with road material testing and asphalt testing.

Special Category - 3: One field laboratory with all road material testing and asphalt testing.

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

1. Penetration test as per I.S. 1203 2. Softening point test as per I.S. 1204

3. Ductility test as per I.S. 1208 4. Viscosity test as per I.S. 1206, 5. Specific gravity test as per I.S. 1202

The instruments provided should be as per I.S. Standard, so certified and be regular and periodically calibrated.

Frequency of tests will be as indicated in the specifications and as referred in R. & B. D. G.R. No. SSR-1099-1B/91(9)-c dated 26.7.99

**Bridges:** Special Category 1 and 2: One field laboratory with testing of all materials to be used in work and concrete testing in

**Buildings:** Special Category 1 and 2: one field (Copy as above) (R & B Circular No. RGN-40-2017-01-C dated 23-3-2017) the contractor is awarded contracts for such works as contractor registered in special category he will have to shift laboratory on this site of work or will have to provide mobile laboratory.

**Works other than Roads, Bridges and Buildings:**

In respect of works other than Roads, Bridges and Buildings the contractor will have to establish site laboratory equip instruments and facilities for testing of all materials and workmanship of items to be executed under this contract. This will include facilities of testing of (A) Aggregates (B) Murrum - Soil (C) Sand (D) Bricks (E) Concrete including non destructive tests like test (F) Bituminous mix if these are relevant items to be executed (Para-1 of R & B Circular ૫૨૫-૧૦-૨૦૦૭-૨૮-સ તા.૧૬.૦૨.૨૦૦૯

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

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

77.4 80% of site tests will not be carried out at one time but will be related to the progress of work and consumption of materials. 77.5 Prescribed Registers for recording details and results of tests will be maintained on site of work.

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

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

**ખંડ ૭૮. Deduction of GST from bills** The following tax deduction shall be made from each bill payable to the contractor (1) 1% of the value of amount payable towards SGST. (2) 1% of the value of amount payable towards CGST. TDS certificate for taxes deducted will be issued to the contractor. (F.D.G.R. NO. GST/1017/1097/GST Cell dated 15-09-18).

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

**ખંડ -૮૦** " કોન્ટ્રાક્ટરના માર્ગદર્શન માટેની સૂચના ૧૯ "મુજબ ઈજારદારશ્રી નિયત સ્થળે બોર્ડ લગાવીને ફોટોગ્રાફ સહિતનો અહેવાલ આ કામ સંબંધિત નાયબ કાર્યપાલક ઈજનેરશ્રીને કાર્યપાલક ઈજનેરશ્રીની જાણ હેઠળ વર્કઓર્ડર ઈસ્યુ કર્યાની તારીખથી એક મહિનામાં કરશે. જો તેમ કરવામાં વિલંબિત સમયમાં ચૂકવનાર રત્નીગ બીલમાંથી ટેન્ડરની રકમના ૦.૨૫ % થી ૧% જેટલી રકમ રોકવામાં આવશે. ( મા.મ.વિ ના તા ૨૬-૦૪-૭૮ ના પરિપત્ર તથા તા. ૨૭-૧૧-૦૯, ૧૮-૧૧-૯૧, ૨૨-૦૭-૯૮ તથા ૦૫-૦૩-૨૦૧૧ ના ઠરાવ ક્રમાંક ટીએનસી - ૧૦૯૦-૨૪-સ, આધારીત)

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

## **ANNEXURE - 1**

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

To

The Executive Engineer

PLACE :

Division :

DATE :

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

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



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

Dated Signature of Tenderer.

### ANNEXURE – 2

ટેન્ડર આર્દિટમોના ભાવો ભરતી વખતે ગણતરીમાં લીધેલ મંજૂરીના તથા સ્પેશીફિકેશનમાં જણાવ્યા મુજબ માલસામાન અંગેના કામના સ્થળના પડતર ભાવો (દર) અંગેની વિગત. (આ વિગત ૩૦ લાખ કરતા ઉપરનાં કામમાં ભરી રજૂ કરવી ફરજીયાત છે.)

- (અ) રૂા. (૧) કડીયા, સુથાર-પ્લમ્બર સ્કીલ્ડ કારીગરોનો દર  
રૂા. (૨) ભીસ્તી, હેલ્પર વગેરે સેમી સ્કીલ્ડ કારીગરોના દર  
રૂા. (૩) મજૂરો (સ્ત્રી-પુરુષ) અનસ્કીલ્ડ મજૂરોનો દર  
(૧) મકાનો

અ. નં	ટેન્ડર આર્દિટમ નંબર	માલસામાનની વિગત	યુનીટ	દર
૧.		ઈંટો	૧,૦૦૦ નંગ	રૂા.
૨.		પથ્થર ચણતરનો	ઘ.મી.	રૂા.
		ખાણ લીડ	૧૨મી. થી.	
		કપચી	૨૦ મી.મી.	
૩.		ખાણ	ઘ.મી.	રૂા.
૪.		લીડ	કી.મી.	રૂા.
		રેતી પ્રાપ્તિ સ્થાન	લીડ કી.મી.	
૫.		લાકડુ સાગીન્કટ સાર્દાજ		
		(સરેરાશ યાદી માટે)		
		(અ) બારી	ચો.મી.	રૂા.
		(બ) બારણા	ચો.મી.	રૂા.
		ફ્લોરીંગ ટાઈલ્સ	ચો.મી.	રૂા.
		પાલીસ કોટા સ્ટોન જાડાઈમી.મી.	ચો.મી.	રૂા.
૬.		ગેલ્વેનાઈઝ પાઈપ		
૭.		(અ) ૨૫ મી.મી.		
૮.		(બ) ૧૨ મી.મી.	દર મી.	રૂા.
			દર મી.	રૂા.

૨) રસ્તાઓ કામના સ્થળ ઉપરના ભાવ

અ. નં	ટેન્ડર આર્દિટમ નંબર	માલસામાનની વિગત	ખાણ પ્રાપ્તિ સ્થાનનું નામ (સરેરાશ)	લીડ કી.મી.	યુનીટ	દર
		મુરમ			ઘ.મી.	
		હાર્ડ મુરમ			ઘ.મી.	
		રેતી			ઘ.મી.	
		મેટલ			ઘ.મી.	
		કપચી			ઘ.મી.	
		૧૨ મી. મી. થી			ઘ.મી.	
		૨૦મી. મી.			ઘ.મી.	
		પથ્થર પીચીંગ માટે			ઘ.મી.	

(૩) હોટ મીજના કામો માટે કામના સ્થળ ઉપરના પડતરના ભાવ

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

(૪.) પુલોના કામો : કામના સ્થળ ઉપરના ભાવ

અ. નં	ટેન્ડર આર્દિટમ નંબર	માલસામાનની વિગત	ખાણ પ્રાપ્તિ સ્થાન	લીડ કી. મી. (સરેરાશ) યુનીટ	યુનીટ	દર રૂા.
		મશીન કસ્ટ મેટલ			ઘ.મી	દર
		કપચી			ઘ.મી	
		ગ્રીટ			ઘ.મી	
		રેતી			ઘ.મી	
		હાર્ડ ટેન્સાઈલવાયર			મે. ટન	

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

**ANNEXURE – 3**  
**PERFORMANCE BOND**  
**(See clause No. 1)**

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

Principal (Contractor) .....  
 Surely (Scheduled or Nationalised Bank) .....  
 Sum of bond (express in words and figures) .....  
 Contract No. and date of contract .....

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

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

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

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

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

In the presence of witness.

Individual

Principal

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

by ..... affix Corporate Seal  
 Attested Corporate surety

Business address

Affix by .....corporate Seal  
 Title

For and on behalf of the Employer.

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

ઈજારદારે પૂરા કરેલ કામની યાદી

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

## ANNEXURE – 5

## LIST OF PLANT AND MACHINERY IN GOOD WORKING ORDER AVAILABLE WITH THE TENDERER

ઈજારદાર પાસે સારી અને ચાલુ હાલતમાં હોય તેવા યંત્રો અને ઓજારોની યાદી

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

## ANNEXURE – 6

## DECLARATION REGARDING WORKS ON HAND WITH TENDERER

ઈજારદારના હાથ પર હોય તેવા કામોની વિગત

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

Signature of Tenderer with Date/ઈજારદારની તારીખ સાથેની સહી

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

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

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

## ANNEXURE 7 : Special Conditions of Contract

Special Condition No – 1 : If bids are invited by District Panchayat the words “ By order of ” or “On behalf of the Government of Gujarat” shall be read as “On behalf of the President of District Panchayat” In place of designations of State Engineers other than Executive Engineer, the words “P.W.D Comitted of District Panchayat / જીલ્લા પંચાયત બાંધકામ સમિતિ will be read and so under stood.

Speical Condition No – 2 : If the item speicifications provide for mixing wetmix Macadam at plant, the three Registers preacribed to be maintained for Asphalt items on the basis of Hot – Mix Plant as per P.W.D Circular No ગુનિવ /

/ જનરલ /૮૮/ હ તા. ૦૭.૦૮.૧૯૮૦ Shall be maintaind in which the detail Gate Pass, Weight etc. shall be recorded however mixing on site will not be permitted and no payment will be made for mixing on site. The payment for such item will not e made on the basis of weight of wetmix as per Gate Pass but will be made on the basis of thickness of layer achived after density test of volumetric quantity, as provided in the specification of such items. (R&B circular No. ૫૨૫ – ૧૦૨૦૧૫ – ૫૫ – સી તા. ૦૪.૧૧.૨૦૧૫)

**SCHEDULE 'A' અનુસૂચિ 'ક'**

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

જે કામ હાથ ધરવા માટે કોન્ટ્રાક્ટ કરાયો હોય તે કામમાં બાંધકામ વિભાગના સ્ટોરમાંથી પૂરો પાડવાનો માલસામાન (આશરે) અને તે અંગે વસુલ લેવાના દર દર્શાવતી અનુસૂચિ.

Particulars વિગત	Approximate quantity અંદાજી જથ્થા	Rate at which the materials will be charged to the contractor કોન્ટ્રાક્ટર પાસેથી માલસામાન માટે લેવાનો થતો દર		Place of delivery ડિલિવરીનું સ્થળ
1	2	3	4	5
		Unit એકમ	Rate in Rupees ભાવ રૂપિયામાં	
<b>NIL</b>				

નોંધ ૧ : રૂપિયા ૫ લાખથી વધુ કે ઓછી કિંમતના કામમાં વાપરવા સીમેન્ટ અને અથવા સ્ટીલ તથા કોઈપણ કામમાં ડામર કામમાં વિભાગના તરફથી પુરી પાડવામાં આવશે નહીં. (મા. મ. ઠરાવ ક્રમાંક ટી. એન. સી./૧૦૮૫/૪/એસ તા. ૨૦-૧૨-૮૧ તથા એસ.ટી.આર./૧૦૮૭૮/૮૨/હ તા. ૨૭-૧૧-૮૭ તથા ટી. એન. સી. ૧૦૮૮-આઈ.બી.-૨૨૦-૧૮-સ. તા. ૩૧-૩-૦૫) પરંતુ નર્મદા જળસંપત્તિ અને પાણી પુરવઠા વિભાગ દ્વારા કામમાં વાપરવા જરૂરી સ્ટીલ વિભાગ દ્વારા પૂરું પાડવાની જોગવાઈ તા. ૨૩-૬-૮૭નાં વિભાગના ઠરાવ ક્રમાંક એસ. ટી. એલ/૧૦૮/કે/૫૮/ભાગ(હ) દ્વારા ચાલુ રાખવામાં આવે છે. આ અંગે શેડ્યુલ એ માં જે જોગવાઈ કરવામાં આવે તે આખરી ગણાશે.

નોંધ ૨ : સીમેન્ટ : જ્યારે સીમેન્ટ ઈજારદાર દ્વારા કામમાં વાપરવા લાવવામાં આવે ત્યારે આવો સીમેન્ટ ઈજારદાર આઈ. એસ. પ્રમાણપત્રવાળા તથા મૂળ ઉત્પાદક કંપનીમાંથી સીધી રીતે મેળવવાનો રહે છે. અને તેની ખરાઈ માટે તેનાં ચૂકવણનાં બીલો કા. ઈ. શ્રીને રજૂ કરવાનાં રહેશે. આવો સીમેન્ટ કંપનીના ઓધકૃત વિક્રેતા પાસેથી ખરીદ કરી શકાય નહીં. (તા. ૬-૪-૮૮નો મામાવિ પરિપત્રક ટી. એન. સી./૧૦૮૮-આઈ બી./૧૮)સ)

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

નોંધ -૪ ડામર : જ્યારે કામમાં વાપરવામાં ડામર ઈજારદારે ઓઈલ રીફાઈનરીમાંથી પૈસા ભરી ત્યાંથી જ સીધો ખરીદવાનો રહેશે. આ અંગે ઈજારદારે પુરી કરવાની શરતો નીચે મુજબની રહેશે. (૧) ઈજારદાર ડામર કયાંથી લાવ્યા તે અંગેનું બીલ અમલમાં કા. ઈ. ને રજૂ કરવાનું રહેશે. (૨) રીફાઈનરીનાં ગેટપાસ પણ બીલ સાથે સામેલ કરવાનાં રહેશે. (૩) ડામર જે ટન્કરમાં લાવવામાં આવે કે ટન્કરનો વાહન નંબર બતાવવાનો રહેશે. (૪) ડામર ઉપર ઈજારદારશ્રીને એડવાન્સ પેમેન્ટ અથવા સિક્યોર્ડ એડવાન્સ મળી શકશે નહિં. (૫) ઈજારદારે રજૂ કરેલ અસલ બીલમાં ગ્રેડ (કવોલીટી અંગે) ઉલ્લેખ હોવો જોઈએ. આ અંગે ઈજારદારે ડામરનાં ગ્રેડ અંગેનું રીઝલ્ટ/ગ્રેડ અંગેનું પ્રમાણપત્ર રજૂ કરવાનું રહેશે. (૬) ઈજારદારે ડામરની આવક/વપરાશ/બચત અંગેનું રજીસ્ટર પ્લાન્ટ/સાઈટ ઉપર નિભાવવાનું રહેશે. (મા. મ. પરિપત્ર ક્રમાંક એસ. ટી. આર. -૧૦૮૭-૮૨-હ, તારીખ ૨૭-૧૧-૮૭ અને ૨૧-૧૧-૮૮)

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

નોંધ - ૫ : ટેન્ડર રજૂ કરનાર વ્યક્તિ કે પેદીએ ટેન્ડર રજૂ કરતા પહેલાં તેને આપવામાં આવતાં ફોર્મમાં હવાલાના ઈજનેર ઉપરની અનુસૂચીમાંદર ભરી આપ્યા હોય તેની ખાતરી લેવી.

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

નોંધ - ૬ : કોઈ કામ માટે કોન્ટ્રાક્ટરને વિનામૂલ્યે પૂરો પાડવાનો માલસામાન અનુસૂચિ 'ખ'તેમજ કોન્ટ્રાક્ટરના કરાર સાથે જોડેલી વિગતોની યાદી ઉપરાંત અનુસૂચિ 'ક' માં જણાવવું.

**SCHEDULE 'B' અનુસૂચિ 'ખ'**

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

Items No. બાબત નંબર	Quantities estimated but may be more or less અંદાજેલ જથ્થો જે ઓછો વધો થઈ શકે.	Item of work કામની બાબત	Estimated Rates ટેન્ડરમાં દર્શાવેલ દર		Unit	Total amount according to estimated quantities.
			In figures આંકડામાં Rs. Ps. રૂ. પૈ.	In words શબ્દોમાં		
1	2	3	4	5	6	7
<b>As per Attached sheet</b>						

I/We am/are willing to carry out the work at .....% above/below

percent (should be written in figures and words) of the mestimated rates mentioned above. Amount of my/our tender works out as under.

Estimated amount

Put to tender Rs.....

Deduct .....% below Rs.....

Net Rs.....

In words .....

(\*Please strike out whichever is not applicable).

Estimated amount

Put to tender Rs.....

Add .....% above Rs.....

Total Rs.....

In words .....

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

નોંધ-૧ બધું જ કામ બાંધકામ વિભાગની પુસ્તિકા અને ડિવીઝનની બીજી ખાસ વિગત મુજબ અથવા સૂચના પ્રમાણે કરી આપવાનું રહેશે.

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

નોંધ : ૨ અનુસૂચિમાં બધા ખાનાની વિગતો સહીથી ભરવી અને છેલ્લા ખાનાની નોંધોનો સરવાળો કરી કોન્ટ્રાક્ટરે પોતાની સહી કરવી.

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

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

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

નોંધ-૪ : જરૂર જણાય વધારાના કાગળો જોડી ચાલું રાખવું.

### SCHEDULE - C

(See clause No. 2)

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

Time Schedule of Completion

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

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

**Deputy Executive Engineer**  
**P.H.S. Sub Division, Manavadar**