

FORM B-1

ફોર્મ ખ-૧

GUJARAT STATE ROADS & BUILDING DEPARTMENT/
WATER RESOURCES DEPARTMENT

ગુજરાત રાજ્ય માર્ગ અને મકાન વિભાગ - જળસંપત્તિ વિભાગ

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

કામો માટેનું ટકાવારી દરવાળું ટેન્ડર અને કંટ્રાક્ટ

Name of Work -
કામનું નામ

Division - વિભાગ

ટેન્ડર આપ્યા તારીખ

ટેન્ડર સ્વીકારવાની છેલ્લી તારીખ

સમય : કચેરીના કામકાજનાં

કલાકો સુધી

Issued To - શ્રી

ને આપ્યું

વિભાગીય હિસાબનીશ

OPENED BY

ON DATE

કાર્યપાલક ઈજનેર

અધિક ઈજનેર

DATA SHEET FOR OFF LINE TENDERS

- (1) Name of the work - કામનું નામ As per page number one of this Booklet.
- (2) Estimated Cost - અંદાજિત કિંમત Rs.
- (3) Earnest Money - ખાતાની રકમ Rs.
- (4) Validity period of tender offered (90/120*) 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 ફેરવા દિવસ ખુલ્લી રહેશે. ટેન્ડર સ્વીકારવાની સુચિત તારીખથી (૯૦/૧૨૦*) દિવસો સુધી પરંતુ ટેન્ડર ખોલેલ ઓફિસરીની રવાનાગી માટે સોખા બાદ (વેલીબીટી સમય પુરો થાય ત્યાં સુધી) કોઈ ફેરફાર કરી શકાયે નહિ.
- (૫) Security Deposit - જામીનગીરી અનામત ... 5/10%
- (i) In the form of small savings or Narmada Bonds (of minimum one year time limit) ... 2.5% Rs.
- (ii) નાની બચત રૂપે અથવા નર્મદા નિગમની બાંધી મુદતની ધાપણ સ્વરૂપે (ઓછામાં ઓછી એક વર્ષની મુદત વાળી) ... 2.5% રૂ.
- (iii) To deducted from bills ... 2.5% Rs.
- (iv) ચાલુ બિલોમાંથી કરવાની કપાત ... 2.5% રૂ.
- (v) Performance bond of Schedule bank ... 5% Rs.
- (vi) અનુસુચિત બેન્કનું પરફોર્મન્સ બોન્ડ ... રૂ.
- Total એકદર ... 5/10% રૂ.
- (6) Time allowed for completion of the work from the date of written order to commence Months
કામ શરૂ કરવાના હુકમ મળ્યા તારીખથી કામ પુરું કરવા માટેનો મજબૂત સમય માસ
- (7) Other details - અન્ય વિગતો
- (i) Date on or before which the tender must reach the office - 201
- (ii) Mode of sending the tender - 201
- (1) કચેરીમાં ટેન્ડર પહોંચતું કરવાની તારીખ
- (iii) Mode of sending the tender (a) In sealed cover by Registered post only
- (2) ટેન્ડર મોકલવાની પદ્ધતિ (ક) મહોરબંધ કવરમાં ફક્ત રજિસ્ટર્ડ ટપાલથી જ
- (b) Tenders sent by ordinary post will be Outright rejected. (ખ) સાદી ટપાલથી મોકલેલ ટેન્ડર સીધું રદ કરવામાં આવશે.
- (iii) Description essential to be made on sealed cover. (a) Name of work (ક) કામનું નામ
- (3) 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
- (૪) અનુસૂચિ 'ખ' માં બાવ ભરવાની રીત. In figures as well as in words. (Premium/Rebate/At Par)
- અક્ષરો તેમજ શબ્દોમાં. (પ્રીમિયમ/રીબેટ/એટ પાર)

* Strike out which ever is not applicable

* લાગુ ન પડતું હોય તે છેડી નાખવું.

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

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DATA SHEET For B-1 E-Tendering

(A) Details of Tender Item :

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

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

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

- (i) Site Visit (If any) On date ____/____/____; ____ hrs.
Venue : _____
- (ii) Downloading of tender documents From date ____/____/____
Start & End Date upto date ____/____/____ Till ____; ____ hrs.
- (iii) Online submission of bid Upto date ____/____/____ Till ____; ____ hrs.
- (iv) Submission of EMD and Tender fee Submission in electronic format only through online by scanning and then the same should be sent in original to Tender Opening Authority at the time of tender opening or sent the same through R.P.A.D. So as to reach Executive Engineer _____ Division _____ within 7 days from the last date of opening. If Tender fee and E.M.D. is not paid as shown in bid document, action to hold his registration in abeyance shall be taken and his E-tendering Code will be cancelled for one year.

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

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

- Bidders can download the tender documents free of cost from the website. www.rnb.nprocure.com
- Bidders have to submit bid in Electronic format only on above mentioned website till the Date & time shown above.
- Offers in physical form will not be accepted in any case.

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

(D) (i) Bid inviting authority Executive Engineer _____ Division _____
(ii) Bid Opening Authority _____

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

The list of certifying agencies are as mentioned under :

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

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

NOTICE INVITING TENDERS (OFF LINE)

1. Tenders are invited on behalf of Governor of State of the Gujarat for work as per page number one of this Booklet. The work is estimated to cost of Rs. This estimate however, is given as a rough guide.
2. The works are required to be completed within months as per the terms of the contract conditions.
3. The contractor whose names are borne of the approved list of contractors of Gujarat State R & B Deptt/ W. B. D. in class and above on the date of opening tenders only will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected. 50-05-18
4. Applications for issue of tender documents shall be submitted to reach his office not later than
5. Tender documents consisting of conditions, specifications, Schedule(s) of quantities of the various classes of work to be done, the conditions of contract etc; will be issued / sold on (date), to (date) up to 4 p. m. on payment of Rs.
6. Copies of other drawings and documents pertaining to tender and signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tenderers at the following offices during working hours between the dates mentioned in clause 6 above. (a) (b)
7. Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents samples, site etc; whether he consults them or not.
8. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tools and plant etc; will be issued to him, by Government and local conditions and other factors bearing on the execution of the works.
9. A tenderer should quote in figures as well as in words the rate(s) tendered. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only and in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures the words Rs. should be written before the figure of rupees and the words 'paise' after the decimal figure e.g. Rs. 2.15 p. and in case of words the words 'Rupees' should precede and the words 'paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only', it should invariably be upto two places of decimal.
10. All rates shall be quoted on the tender form.
11. The tender for the works shall not be witnessed by a contractor or contractors who himself / themselves has have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering, as well as of those witnessing the tender, liable to rejection.
12. **Receiving and opening of tender :** Tender shall be received by Registered Post A. D. by upto Office Hours upto the (date) and shall be opened at hours on in the presence of tenderers who may be present.
13. In the case of contractors who have not furnished standing security, the tender shall be accompanied by earnest money (unless exempted from depositing it) of Rs. Treasury Chalan / Deposit at call Receipt issued in favour of by a scheduled or Nationalised bank or Narmada/Shrinidhi F.D. Rs. the amount being credited to A contractor exempted from depositing earnest money/security in individual case(s) shall attach with the tender an attested copy of the letter exempting him from depositing earnest money/ security and shall produce the original when called upon to do so.
14. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice and tender documents, failing which the tender will be liable to be rejected.
15. The Governor of the State of Gujarat does not bind himself to accept the lowest or any tender or to give any reasons for the decision.
16. This notice of tender shall form part of the contract documents.
17. If found necessary, contractor will be intimated for negotiation. He will be intimated maximum three times within validity period for negotiation. If contractor does not respond in time, his earnest money will be forfeited and the tender will be rejected. Punitive action will be taken on such contractor.

For and on behalf of Governor for the state of Gujarat

Date :

Signature

Designation

NOTICE INVITING TENDERS (E-PROCURE)

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

For and on behalf of Governor for the state of Gujarat

Date :

Signature

Signature of the contractor :

ફાઇલરની સહી :

Designation

Signature of the Executive Engineer :

મુદ્દામલક ઉચ્ચ નિરીક્ષકની સહી :

ROADS & BUILDINGS / WATER RESOURCES DEPARTMENT

Contract for works

SECTION - 1

INFORMATION & INSTRUCTION FOR TENDERERS :

1. **Mode of Submitting Tender :**
The tenders in the form referred to in notice inviting Tender shall be submitting in Electronic format only on online Web-site www.rmb.procure.com till the date & time shown in Page No. 2.
Offers in Physical form will not be accepted in any case.
Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class - III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India are mentioned under :

Sr. No.	Name of Certifying Agency	Website Address
1.	(n) Code solution (G.N.F.C.)	www.gnvc.com
2.	Safecrypt	www.safecrypt.com
3.	TCS	www.tcs.com
4.	MTNL	www.mtnltrustline.com

2.0 Competency of Tenderer :

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

3.0 Tenderer to Inform Himself :

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

- 4.0 **Payment of Tender Fee and Earnest Money Deposit :** Demand Draft for E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received electronically. However for the purpose of realization of D.D. bidder shall send the D.D. in original to Tender opening Authority at the time of tender opening or send the same through R.P.A.D. So as to reach Executive Engineer _____ Division _____ within 7 days from the last date of opening. If Tender fee and E.M.D. is not paid as shown in bid document, action to hold his registration in abeyance shall be taken and his E-tendering Code will be cancelled for one year. D.D. for Exemption Certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online. Any documents in supporting of tender bid shall be subitted in electronic format only through online (by scanning etc.) (R & B Circular No. 424-103002-4-C, dated 18-1-2008 & 27-11-2008)

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

Signature of the contractor :

કર્તાશ્રી સહી :

Signature of the Executive Engineer :

કર્તાશ્રી સહી :

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

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

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

- 8.0 **Earnest Money** : Earnest money in specified form @ 1% of the estimated cost must be sent as specified in instruction No.4 preceding electronically. Tenderer may pay earnest money upto Rs. 50,000 in the form of crossed demand draft or fixed deposit or fixed deposit-at-call receipts with a validity period of not less than six months of Nationalised or Scheduled bank of Narmada Shrinidhi F.D. Rs. drawn in favor of Executive Engineer Divisional officer concerned. Earnest money by cheque & Bank Guarantee shall not be accepted. (Vide R & B D G. R. No. TNC/1 090/100) (4)-C, dated 4-11-2000). However in respect of the works estimated to cost above Rs. 50 lacs, the amount of earnest money in excess of Rs. 50,000 can be offered by the contractor, at his choice, in the form of Bank Guarantee of the Scheduled or nationalised Bank or other banks approved for Government business only. The Bank Guarantee in such cases will be furnished in the following form. In such cases also, the amount of earnest money first Rs. 50,000 will be paid only in the form of crossed demand drafts or fixed deposit receipts or deposit at call receipts worth the validity period of not less than 6 months of the nationalised or Scheduled or Narmada / Shrinidhi F.D.Rs.

The Contractors who have secured exemption certificate for payment of earnest money by depositing Lump Sum earnest money Deposit need not pay earnest money, but produce the certified copy of the exemption certificate along with the tender electronically. If the contractor does not remit the tender fee & the earnest money within the specified time his registration will be held in abeyance for one year & his tendering code will be cancelled for one year.

If the contractor does not turn up to pay the Security Deposit and execute contract agreement within specified (or extended) time after intimation to him about acceptance of his offer, the earnest money paid for this work will be forfeited and such tenderer's tender shall be rejected and then according to aforesaid provision of tender, action to blacklist the Contractor will be initiated without Delay. (Vide R & B D G. R. No. Mac-1097-90-1091/07-Z/C dated 4-10-97 & Parach-10-2008-5C Part file dtd. 27-11-2008)

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

BANK GUARANTEE

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

- 1 Therefore, we hereby affirm that we are guarantors on behalf of the Tenderer upto total rupees _____ (in words) Rs. _____ (in figures) and we undertake to pay to Executive Engineer _____ Division _____ Department of Government of Gujarat the _____ upto his first written demand, without demur, without delay and without the necessity of a previous notice of judicial or administrative procedures and without the necessity to prove to the Bank the defects or shortcomings or debts 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 receiving the tender) we shall be discharged from all liabilities under the guarantee thereafter.

Signature of the contractor :

કર્તાલક્ષી સહી :

Signature of the Executive Engineer :

કર્તાલક્ષી ઇજનેરી સહી :

GBS

3. We undertake not to revoke the guarantee during its currency except with the previous consent of the Executive Engineer, _____ Division _____ in writing.
4. We lastly undertake not to revoke the guarantee for any change in constitution of the tenderer or of the Bank.
- Date _____ Signature & Seal of Guarantor _____

Bank Address _____

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

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

8.4 Within Ten days or within such time as may be decided by the Tender Inviting Authority from date of receipt of the letter accepting his tender, the successful tenderer shall furnish the required security deposit and attend the office of the Tender Inviting Authority for execution of the contract documents. If he fails to furnish the security deposit or execute the contract document, his Earnest Money (in case of EMD exemption certificate equivalent amount there from) shall be forfeited and action to blacklist the contractor will be initiated without delay (Vide R&B, D G R. No Misc. 1097-90-1091-97-2/C dated 4-10-97).

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

The contractor shall have to furnish:

- Demand Draft of Tender fee and Earnest Money or Earnest Money Exemption Certificate.
- Copy of Partnership Deed or Memorandum as well as Articles of Association in case of the company and intimate permanent addresses of his partners/ Directors of Company. All copies submitted shall be duly attested.
- Copies of certificate regarding previous experience, as required.
- Declaration showing all works completed during preceding 5 years and works on hand with the Contractor and the value of works that remained to be executed in each case.
- A certificate of Registration as approved contractor of prescribed category From authorities stipulated in Notice Inviting Tenders.
- P.A.N. issued by Income Tax department.
- Copy of Provident Fund Registration - Code no.
- Duly filled in and digitally signed declaration form as provided after as last item of section - 1 & memorandum duly filled in & digitally signed as given in section -2.
- A solvency certificate of an Amount of 20% (Twenty percent) of estimated cost put to tender will have to be produced along with tender. It shall be of Scheduled Bank or Nationalised Bank or Bank Approved for Government business. Solvency Certificate shall have validity of same calendar year as that of date in which tender is issued.
- Required Annexures duly filled in when prequalification is involved.

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

10.0 Tender liable to be Invalid :

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

11.0 Right of rejection of tenders.

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

12.0 Method of Tendering :

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

Signature of the contractor :

सहस्रहर-१ सहस्र :

Signature of the Executive Engineer :

सहस्रहर-१ सहस्र :

- 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 the firm with its current address.
- 12.3 If the tender is made by a firm of partnership, it shall be digitally signed by a partner of the firm holding the power of attorney and digital certificate for the firm. A certified copy of the power of attorney shall be provided in physical form along with other documents. A certified copy of the partnership deed, full name and current address of the firm and full names and the current addresses of all the partners of the firm shall also be provided along with other documents.
- 12.4 If the tender is made by a limited company or a limited corporation, it shall be digitally signed by a duly authorized person holding digital certificate for the company/corporation and power of attorney for signing the tender in which case a certified copy of the power of attorney shall be provided separately in physical form along with other documents. Such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 12.5 All digital signatures in the tender document shall be dated.
- 13.0 **Eligibility and qualification requirement :**
To establish acceptability of the offer to the satisfaction of tender inviting authority the tenderer shall provide the following:
- 13.1 Details of plant and machinery immediately available with tenderer for use on the works
- 13.2 Details of plant and machinery proposed to be procured for the work.
- 13.3 Details of technical, supervisory and administrative personnel already employed by the tenderer that he proposed to utilize for this work and such other personnel he proposes to employ further for this work.
- 13.4 Copies of registration certificate and PAN allotted by income Tax office.
- 13.5 List of works already completed by the Tenderer during last 5 years.
- 13.6 List of works on hand on the date of submitting tender.
- 13.7 In respect of Road works estimated to cost above Rs. 7.50 crores, bridges as well as building works estimated for cost above Rs. 7 crores. The offers of bidders fulfilling the pre-qualification requirements only shall be considered.
- 14.0 **Deviation or modification in tender documents :**
- 14.1 All tenderers are cautioned that tender containing any condition and/or deviation from the contractual terms and conditions, specifications, quoting offering rates/propos in different manner than specified in the tender and/or any other requirements of tender shall make the tender liable for outright rejection shall be considered as non-responsive for all practical purposes. However in respect of Tenders under Two cover Bid system, proposals for deviations on issues stated in the Clause of two cover bids, can be suggested. The decision of the tender inviting authority in this regard shall be final and binding to the tenderer.
- 14.2 Alternative tenderer are not acceptable.
- 15.0 **Submission of tender**
- 15.1 Tender shall be submitted in an online manner only on website www.mbnprocure.com.
Last date & time of online submission _____
- 15.2 Tender fee, EMD and other documents should be submitted in electronic format only through an line (by scanning) while uploading the bid. However the purpose of realisation of D.D. the bidder shall send the D.D. in original to Tender opening Authority at the time of tender opening or send the same through H.P.A.D. So as to reach Executive Engineer, _____ Division, _____ within seven days from of last date of opening. If tender fee and E.M.D. is not actually paid as shown in bid documents, action to hold his registration in abeyance shall be taken and his E-tendering Code will be cancelled for one year. R.&B.D. Circular No. 444-105502-2, dated 18-1-2008 & 27-11-08)
- 16.0 **Evaluation of Tenders :**
- 16.1 Evaluation will be made to determine the acceptability, adequacy and reasonability of rates, his past performance and present resourcefulness.
- 16.2 To assist in the examination, evaluation and comparison of tender, the tender inviting authority may ask tenderer individually for clarification of their tenders including breakdown of unit rates. The request for clarification and response shall be in writing but no change in substance of the tender shall be sought, offered or permitted at that stage.
- 16.3 Award may be made to the tenderer whose responsive tender is determined to be the lowest evaluated tender and who meets the appropriate standards of capacity and financial resources.
- 17.0 **Receipt of payments :** Receipt of payment made on account of any work, when executed by a firm shall be signed by all the partners except where the contractors are described in their tender as firm in which case the receipt shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipt for the firm.
- 18.0 Bids should be Off line (Not) only.
- 19.0 **General rules and directions :**
- 19.1 No receipt for any payment made by a contractor will be entertained by the Government in regard to any matter relating to this tender or the contract shall be valid and binding on the Employer unless it is signed by the Authorized

Signature of the contractor :

ଶ୍ରୀକାନ୍ତ କୁମାର :

Signature of the Executive Engineer :

ଶ୍ରୀମତୀ ଶ୍ରୀମତୀ କୁମାର :

staff members of the government.

- 19.2 All works shall be measured not by standard measure and according to the rules and customs of the R & B /Water Resources Department or any other method approved by the R & B /Water Resources Department without reference to any local custom. The measurement of work will be taken according to the usual method in use in Roads & Building department and no proposal to adopt alternative method will be accepted. The Executive Engineer's decision as to what is the usual method in use in Roads & Building department will be final.
- 19.3 In the event of any error or discrepancy in write up of tender documents the contractor will not take any undue advantage of such error or discrepancy and Engineer-in-charge shall have powers to interpret and decide correct meaning of contradictory 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, children, brothers, sisters, uncles, aunts, cousins, and in-laws.
- 19.5 The contractor should compulsorily furnish his latest address(es) including the latest address of his partners and the place(s) of filling his /their income tax returns along with the tender. Any changes, in such addresses, during the tender or contract should invariably and forthwith be intimated by the Contractor to the Executive Engineer.
- 20.0 **Submission of additional information / documents** - In addition to various specified documents and information required to be submitted along with tender, the bidder may be required to provide any other document / relevant information as considered necessary by the tender inviting authority and the tenderer shall be required to provide the same as per the requirement of the tender inviting authority. Even the successful bidder may be required to provide the same and when required by the authority during subsistence of the contract.
- 21.0 **Bank** : Wherever the word "Bank" is used in this document, it would mean schedule or Nationalised Bank or other banks approved for Government business only (R & B D.G.R. No./TNC/10RD/100-(4) (c) dated 27/9/2002)
- 22.0 **Tender validity period** : The tender for the work shall remain open for 90/120* days counted from the date of opening on line tenders. During this period if any tenderer withdraws or makes any modifications or additions in the terms and conditions of his tender not acceptable to the Government (Public Works Department) then the Government shall without prejudice to any right remedy, be at liberty to forfeit in full the said earnest money absolutely. In this connection G.R. R & BD No. TNC-IIB-22 (10)-C, dated 24-5-90 and G.R. No. TNC-10-2013(02)-C dated 10-5-2013 should be referred to.
- 23.0 The successful contractor shall exhibit the board in prominent place of work site showing the brief details of project work under execution, financier, cost of work and broad details of inputs / specifications and targeted goals. (R & B.D. GRs Nos. TNC-1090-24 -C dated 18/11/1991, 17/8/02 and 25/10/02)
- 24.0 The contractor will not use the premises of project / work under construction for his staff, labourers or for any other purpose. If he do so market rent for such unauthorised used will be recovered. The 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 therein. (G.R., R & BD NO. TNC-IIB-22(10)-C, dated 24/5/90 should be referred to)

DECLARATION FORM

- (i) I/We hereby declare that I/ we have visited the site and fully acquainted my self / ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting this tender.
- (ii) I / We hereby declare that I/We have carefully studied the conditions of contract, specifications and other documents of this work and agreed for executing the same accordingly.
- DECLARATION CERTIFICATE (G.R. dated 4/2/89 as revised by G.R. No. TNC-1083/6681/4/C, dated 31/8/1994)**
- (iii) I/We hereby declare that my/ our near relative are not working in this division or in its sub-division as an Engineer, Deputy Executive Engineer, Assistant Engineer, Additional Assistant Engineer, overseer, Divisional Accountant, Store keeper, Manager of Aithi / Vishram Gruha and in the circle as a Superintending Engineer. In addition for Panchayat works not working as chairman of P.W. committee or as incumbent in Jilla Panchayat at today.
૪૦. હામની બંધ બોલે ઉપર નવા પાકી-પૂર્ણ કામનું કાર્ય કરે કે કામની નીચેની વિગતો દર્શાવે. મારે ઉપસ્થિતિ પોતાની પાસે પદવિના કરવાનું સ્વીકારું.
- * Bid validity shall be 90 days in case of works estimating cost upto Rs. 10 lakhs & 120 days in case of works estimating cost more than 10 lakhs.

Signature of the contractor :

કર્કશ્વરભાઈ રાઉ :

Signature of the Executive Engineer :

કાલ્યાણભાઈ ઇન્ડ્રજીવરાવ રાઉ :

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31. Discrepancies and adjustment of Errors :

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

(a) in the event of a discrepancy between description in words and figures quoted by a tenderer in the rates column, the description in words shall prevail.

(b) in the event of an error occurring in the 'amount' column of the Schedule 'B' showing items of work, as a result of wrong multiplication of the unit rate and quantity, the unit rate shall be regarded as firm and multiplication shall be amended on the basis of the rate.

(c) All errors totalling in 'amount' column in carrying forward totals shall be corrected.

(d) Any rounding of amount against 'items' or in 'totals' shall be ignored.

The ignored sum so altered shall for the purpose of the tender be substituted for the sum originally tendered and considered for acceptance.

32. (i) It may please be noted that the tender will be considered as invalid, especially, if the requirements as per instruction No. 1 to 3 are ignored and not complied with before submitting the tender. Also please read carefully the face sheet and 'General Rules and Directions for the guidance of contractor's of this form.

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

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

(i) Late tenders (i.e. tender received after the specified time of opening), delayed tenders (i.e. tenders received before the time of opening but after due date and time of receipt of tenders) and post tenders offers shall not be opened and considered at all.

(ii) The tenders received (by registered post) after time & the date specified in the tender notice shall not be received by the concerned office from the postman, for which, date and time may be recorded on the cover of the tender as to when tender was refused by the Divisional Accountant or the Divisional head or any other person in-charge.

(iii) Necessary records should be maintained for refusal of such tenders in the registers for receiving tenders and should be initialed by the concerned Executive Engineer.

35. The above instructions are applicable when B-1 Tenders are invited on Line (E-procure) B-1 Tenders are invited Off-line i.e. in hard Copy in the above instruction, where-ever. The words "ONLINE" electronically by scanning are used the same may be understood as "OFF-LINE" in hard copy by registered 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.

Dated: _____

Place: _____

(Digital Signature of Contractor with Seal)

TENDER FOR WORK - કામ માટેનું ટેન્ડર

I/We hereby tender for the execution for the Governor of Gujarat (hereinbefore and hereinafter referred to as Government) of the work specified in the underwritten memorandum within the time specified in such memorandum at + _____

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

આથી મુજબ અનુરૂપ 'બ' શીટ પરના કામની બાબતો દર્શાવતી યાદીમાં નિર્દિષ્ટ સંદર્ભ દર કરતાં + 25% નીચા/ઉંચા દરે યાદીમાં દર્શાવેલ મૂલ્યની 2% અને ઓ ટેન્ડરની સાથે જોડેલી કુદરતની ચરતોના ખંડ 13માં જણાવેલી લિમિત વિગતો, ડિઝાઈનો, ડ્રોઈંગ અને સુચનાઓ અનુસાર બધી રીતે નોંધે, જણાવેલી યાદીમાં દર્શાવેલ કામ કરવા માટે ગૃહચાલક સંસ્થાપાલ (જેમને ગાળી અગ્રણી અને ઉપે યાદી 'ચારકાર' નીચે જણાવેલ છે) માટે ટેન્ડર રજૂ કરું છું/કરીએ છીએ અને તે કામ માટે સરકાર તરફથી યાદીમાંના અને તે માટે મુકવાના દરચાલની અનુરૂપ 'ક'માં જોડવાઈએ મુજબની રકમો તે મને/આને કબૂલ છે.

* Strike out which ever is not applicable

+ In figures as well as words

* લાગુ ન પડતું તો પ તે છેડી નાખવું.

+ આંકડા તેમજ શબ્દોમાં

Signature of the contractor :

કુદરતની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

MEMORANDUM - માટે

(ક) જુદા જુદા વેરણાઓનો સમાવેશ કરાવે તો તેની વિગત અલગ જાદોમાં આપવી.

(૧) સામાન્ય વર્ગન

મુલ્યપૂર માત્રા નો એક ઓ કરવા મુજબ

(ખ) અંદાજ કીમત

રૂ.

(ગ) જાનાની રકમ

(ઝ) જાનાની રકમ

1% રૂ.

(ચ) જમીન અનામત* (પાંચ ટકા)

(૫) (૧) સરકાર સરોવર તરફના નિયમની એક કે તેથી વધુ વર્ષની મુદતવાળી વાપણ (ડીપોઝીટ સ્વરૂપે) અથવા નાની ખચત સ્વરૂપે (કુલ ડીપોઝીટ રકમના ૫૦ ટકા સુધી)

2.5% રૂ.

(૫) (૨) અંદાજ કીમતના ૫% જમીન અનામતની રકમ ઉજારદારના રનીંગ બિલોમાંથી વધેલ કામની શરૂઆતની રકમમાંથી ઉપાત કરવામાં આવશે. મહત્તમ રકમ કુપાયા બાદ રનીંગ બિલમાંથી ઉપાત બંધ કરવામાં આવશે.

2.5% રૂ.

(ચ) અનુલેખિત બેન્કનું પરફોરમન્સ બોન્ડ (રૂપિયા ૩૦ લાખ ઉપરના કામમાં અંદાજ કીમતના ૫ ટકા લેખે) 5% રૂ.

સરવાળાં

કુલ

5/10% રૂ.

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

અન્યમાંથી વધેલ રકમ જમીન અનામત નાની ખચત પ્રમાણપત્ર કે એક ડી.આર. માં રૂપાંતર કરવા ઇન્ડાસ્ટ્રી લેખીત જણાવવા તો તે મુજબ રૂપાંતર કરાવી મોકલો. આ મુજબની રૂપાંતરિત જમીન અનામત તથા કરારના મુકરતી વખતે રજૂ કરેલ વ્યાજુકી જમીન અનામતની મુદત પાકતા એક મહીના અગાઉ ઇન્ડાસ્ટ્રી લેખીત જણાવવા તો તે અનામત ઇન્ડાસ્ટ્રી જણાવે તેવા રકમ માટે રીન્યુ કરાવી અપાશે.

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

(છ) કામ શરૂ કરવામાં લેખિત હુકમમાં નિયત કરેલ તારીખથી પૂરું કરવા માટે આપેલી મુદત

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

જો જરૂર પડે તો જુદા જુદા કામનો પૂરા કરવાની તારીખો દર્શાવતી અનુસૂચિ જરૂર હોય ત્યાં આપવી.

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

(જ) આ ટેન્ડર સ્વીકારવામાં આવશે તો લાગુ પડતી હશે ત્યાં સુધી, આ સાથે જોડેલી કંટ્રાક્ટની શરતોની જોગવાઈઓનું પાલન કરવા અને તેને પૂરું કરવાનું / અમે અપેક્ષા રાખીએ છીએ અને તેમ કરવામાં કસુર થયે ઉક્ત શરતોમાં દર્શાવેલ રકમ સરકારમાં જમા કરાવવા અને શૂંકણવા હું / અમે સંમત થાઉં છું / અમે સંમત થાઈએ છીએ.

(Receipt No. dated from the Government Treasury or Sub-Treasury at

In respect of sum Rs. is forwarded herewith representing the earnest money - (a) the full of value of which is to be absolutely forfeited to Government 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 સંદર્ભ X

Address સરનામું

dated the st. day of 20 20

(Witness) / (સાક્ષી)

(Address) (સરનામું)

(Occupation) (વ્યાપાર)

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

dated the day of 20

EXECUTIVE ENGINEER (or his authorised assistant) Division

* Should not be cash. Earnest Money is to be taken

* Signature of Contractor before submission of tender

* Amount to be specified in words and figures.

* ટેન્ડર રજૂ કરતા પહેલાં કંટ્રાક્ટરની સહી

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

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

મુખ્યપાલક ઇજનેરની સહી :

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 persons whose tender is accepted (hereinafter called the "Contractor" which expression shall, unless excluded by an amendment to the context include his Legal heirs, executors, administrators and assigns) 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 realization 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 H & D 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 1 General Rules & Directions for the guidance of Contractors.

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

* As corrected vide B & CD GII No TNC - 1091 - 10 - 10 / (11) - C, dated 20-6-92.

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

Signature of the contractor :

ସଂପୂର୍ଣ୍ଣ କର୍ମୀ :

Signature of the Executive Engineer :

ସାମ୍ବାଦକ ପଞ୍ଚମେଶ୍ୱରୀ କର୍ମୀ :

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 time till the said designated part is completed.

(iii) The aggregate maximum of liquidated damages payable under clause No. 2 shall not exceed five (5) 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. 18)

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 Government of Gujarat shall terminate the contract in whole. In case, the entire contract is terminated, the amount of security deposit and performance bond if any together with the value of the work done but not paid for, shall stand forfeited to the Government. The plants, equipment and materials, held under this clause shall then be at the disposal of the Government to recover the amount equivalent to the liquidated damages and registration of the contractor shall be kept in abeyance for three years from the date as fixed in all such cases.

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

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

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

(Clause 1, 2, 3, and 4 are substituted vide GR No. TNC - 1081/18-10/(11)-C, dated 15-10-91 & modified by GR dated 29-10-91 & G.R.No. TNC-1080/18/18/(13)-C dated 31-8-91 and No. TNC/10/2002/14-C, dated 28-4-03 and 10-9-03)

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

CLAUSE 5A In the event of the Engineer-in-charge taking action under clause 3, he may, if so desire, take possession of all or any tools, plants, machineries, materials and stores in or upon the work or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, by paying or allowing for the same in account at the contract rate or in case of contract rates not being applicable at such reasonable rates, as may be comparable to current market rates where ascertainable of similar articles and comparable condition, to be certified by the Engineer-in-charge. In the alternative the Engineer-in-charge may by notice in writing to the contractor or his clerk of the works foreman or other authorised agent require him to remove such tools, plants, machineries, materials or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expense or shall remove them by auction or private sale at the risk and cost of the contractor in all respects, and the certificate of the Engineer-in-charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such removal shall be final and conclusive against the contractor.

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

Signature of the contractor :

કેશવભાઈ સહી :

Signature of the Executive Engineer :

કેશવભાઈ સહી :

સર્વિસ ઇન્જિનીયર ઇન્ચાર્જ માટે નિમ્નલિખિત શરતો અનુસાર કાર્ય કરવાનું છે. જો કોઈ એજન્ટ આ શરતોનું પાલન ન કરે તો તેની સામે કાર્યવાહી કરવામાં આવશે.

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

CLAUSE 12A The contractor shall be entitled to use the materials supplied by the Department only to the extent of quantities of such materials required for execution of the work as per theoretical calculations. The Engineer-in-charge may however, on being satisfied that a large quantity of such materials is required for the execution of the work, permit the contractor to use such larger quantity of the materials. Such permission shall be given in writing.

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

ક્રાંતિની સહી :

આપના અલગ ઈજનેટી સહી

CLAUSE 13 (1) The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner and use the best 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 said Engineer-in-charge to which the contractor shall be entitled to have access for the purpose of inspection at such office during office hours.

When the instructions referred to above are not contained in separate letters addressed to the contractor they shall be recorded in the work order book, which shall be maintained and kept on the site of the work. The contractor shall be required to sign such entries in the work order book in token of having noted the instructions. However, if the contractor fails to sign the work order book for any reason, the entry of the instructions in the work order book shall be deemed to be the due notice to him of the said instructions. The work order book shall be open for inspection 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 though occurring in all. They are intended to be mutually explanatory and complementary and to describe and provide for a complete work.

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

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

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

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

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

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

14.2 Except that when the quantity of any item exceeds the quantity as in the tender by more than 10%, the contractor will be paid for the quantity in excess of 10% at the rate entered in the S. O. R. of the year during which the excess in quantity is first executed or tender rate whichever is less. (Modified as per R & B G.R. No. TNC-10-2017-01-C, Dated 11-7-2017)

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

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

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

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

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

When, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and

Signature of the contractor:

કે.કે.કે. સહી :

Signature of the Executive Engineer :

કા.પા.કે. ઉચ્ચેરની સહી :

accepted by the competent authority, the alteration above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.

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 variations. If no rates of variation in sinking are quoted the rate payable shall be the tender rate for sinking at designed level increased by the difference of schedule of rates for sinking at designed depth and sinking at the final depth.

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

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

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

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

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

(Vide G. R. No. SSR / 1090 / B / 247 (2) / G, dated 28-8-1993 as amended by GR of even number dated 11-2-1999)

બક-૧૫ કામના ફેરફાર કે ભિન્નતા માટે કોઈ ચુકવણી કે ચાલતર ચાલે કોઈ કલકુલી મેનુર ન કરવા બાબત.

પ્રાપ્ત થી ઉજનેરને કસરતા દસ્તાવેજો થી પછી કોઈપણ સમયે, કોઈપણ કારણસર તે-૧૨માં બાજુ કિલ્લેમ કર્યા મુજબના સંપુર્ણ કે એકાંત બોધકામને કોઈપણ મુદત મુધી બંધ કરવું જરૂરી જણાય અથવા સંપુર્ણ કે એકાંત: કામ પુરું કરવાની જરૂરીયાત જ ન જણાય અથવા કો-ટ્રાક્ટર ઇસા કરવાના કામની જરૂરીયાત ન જણાય તો તેવા કોન્ટ્રાક્ટ ને હટીકત દર્શાવતી લેખિત નોટીસ આપશે અને કોન્ટ્રાક્ટર આ નોટીસ મળ્યા બાદ તરતજ આ કામને યથા પ્રસંગ સંપુર્ણ કે એકાંત: સ્થગિત કરશે કે બંધ કરશે.

આવા કેસમાં મળી નીકે કલેલ જોગવાઈ સિવાય કોન્ટ્રાક્ટર તેજી કામ પુરું કર્યું હોત તો જ નહીં કે કામરો તેને મળત, પરંતુ કામ પુરું ન થવાના પરિણામે ને ન મળવાથી થયેલ નુકસાન અથવા તેજી બરીલી હોય એવી કે જે બરીલવા ને સહમત થયો હોય એવી માલસામગ્રીની માબતમાં થયેલ નુકસાન અથવા તેને તેના કામ માટે જે મજૂરોની જરૂર હતી તે મજૂરોને કામ ન આપી શકવાને કારણે થયેલા નુકસાન અને કોઈ ચુકવણી કે વળતરનો હકકાતો કરી શકશે નહીં. મૂળ વિગત વર્ણન, આવેખન, નકશા અને સુવનાઓમાં ફરવામાં આવેલ કોઈ ફેરફારને કારણે મૂળમૂલ રીત વિચારાવેલ કામમાં કોઈ કામ આવે તો પણ તેવા કારણસર ને કોઈ વળતર માટે હકકાતો કરી શકતી નહીં.

(૧) આમ છતાં આવા કામ માટે બરીલી માલસામગ્રીને કારણે કે માલસામગ્રી બરીલવા થાટે કલેલ કોન્ટ્રાક્ટરને કારણે જો કોન્ટ્રાક્ટરને નોટીસની તારીખ મુધીમાં કોઈ નુકસાન થયું હોય તો તેના માટે વળતર મેળવવા ને હકકાર બનશે. જો આવી રીતે બરીલેલ અથવા બરીલના સમજૂલી થયેલ માલસામગ્રી માં ગણ્ય પ્રમાણના જગ્યામાં અને મુજબનાપુર્ણ હોય અને તે કલન એ જ કામ માટે બરીલપેલી હોય કે બરીલના કારણ થયેલ હોય તો તેવી માલસામગ્રી અને બરેખર નુકસાન માટે જ આરુ નવતર નુકસાનમાં આરવી. પરંતુ જે માલસામગ્રી બરીલી એ તે સરકારથી નરકથી ઉજરદારને એકવાન્સ આપવામાં આવેલ હોય તે માલસામગ્રી ઉપર કોઈપણ ખતના નુકસાનનું વળતર ચુકવવામાં આવશે નહીં.

આવા હકકાર માટે નુકસાનની રકમ પ્રમાણે કાર્યપાલક ઉજનેર તનુ નક્કી કરવામાં આવશે.

(૨) નોટીસની તારીખથી સાત દિવસ માટે કામે ન રાખી શકાયેલ મજૂરોની માબતમાં થયેલ કોન્ટ્રાક્ટર વળતર મેળવવા માટે હકકાર બનશે. પરંતુ આ માટે પ્રાપ્ત કાર્યપાલક ઉજનેરનો એવો અધિકાર્ય હોયો કોઈપણ કે આવા મજૂરો નોટિસના સાત દિવસ પહેલાં કામ કરતા હતા અને ઉજ્જ નોટિસની તારીખથી સાત દિવસની અંદર અન્યક રોજમદાર મેળવવાની સ્થિતિમાં ન હતા. કોન્ટ્રાક્ટરે આવી નોટિસની તારીખથી આવા કામે ન રાખી શકાયેલ મેળવેલા મજૂરોને અન્ય જગ્યા કામે રાખવાનો પ્રયત્ન કરવો હોઈએ.

Signature of the contractor :

કોન્ટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઉજનેરની સહી :

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) Cash shortage. (iv) Act of God. (v) Act of the country's enemies or any other foreseeable causes 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 or appropriate in accordance with the circumstances of the case. The decision of the Engineer-in-charge as to the extension of time shall be accepted as final by the contractor. (As inserted vide P.R.D.G.R. No. TNC - 1099 - III - 143 - (16) Dated 11.1.1997)

CLAUSE 17 **Action & compensation in case of bad work** - If, at any time during the term of the Contract, the Engineer in Charge of the work shall appear to the Engineer-in-charge of the work that any work has been executed unsound, imperfect or unsatisfactory 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 taking 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 therefor.

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.

(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.

(Modified vide FI. & BD Circular No. PAC-11-102008-2076-N 31-8-2009, PRCH-102013(2076) 2759-N Dated 27-5-2013 and Circular No. TNC /10/2010/Cause- 17A (Correction/11)C dated 12-5-2016.)

A For Worker Labor Union Building

(B.1) For works of Check Dams, Canals, Drainage and road structure estimated to cost more than Rs. 50,000 but up to Rs. 10,00,000 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. 10,000 the period shall be Six months.

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(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 Creek Dams, Canals, Drainage and road structure estimated to cost more than up Rs. 10.00 lacs but less than One crore (Rs.1000 lacs) shall be Twelve months.

(D) All wells estimated to cost more than \$15,000 from the period shall be Three years.

(D) All works estimated to cost more than Rs. One crore the period shall be Three years (e) For Buildings works - (i) For Building estimated to cost upto Rs. 50,000 the period shall be three years (ii) For Buildings works 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 year or upto 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.W.R. & K.P.S.R. Department Order No. 402/1020130/2/44/44, 44/5, 1 & 12-10-13)

CLAUSE 17B Free maintenance guaranteed period of three years for works of constructing B.T. surface.

(1) Contractor shall have to give three years free maintenance guaranteed 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. surfaces of road including pot holes, depressions, cuts or worn out portion at his own cost as per directions of Engineers. Five percent of value of B.T. items in each running bill shall be withheld and released after this period is over. Provided for this amount the contractor shall be allowed to convert it in to F.D.F. or Bank Guarantee obtained in the name of Executive Engineer.

(2) Not Specified

(3) Two percent of the amount eligible for payment miscellaneous items shall be withheld till the miscellaneous items like earthwork in embankment / cutting for side shoulders, side gutters, bimetric/indicator/guard stones, sign boards etc. are completed in all respect by the contractor. After completion of the miscellaneous items, the above said 2% withheld amount shall be released. (R&B Circular No. TNC-10-2013-3 (Part-III)-C, Dated: 10-12-2013)

CLAUSE 18 (1) For each work costing above Rs. One crore, the contractor shall have to engage minimum one graduate Engineer. He will be given Identity Card by the contractor. The copy of Identity Card shall be furnished for the Office of Deputy Executive Engineer, Executive Engineer and Superintending Engineer. The identified Engineer should remain present on the site of the work. The Contractor will have to produce the notarized Certificate periodically (At least in the beginning and by 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 Circular No. SSR-10-2008-18-C dated 13-10-08 and No. 142-10/01/2011 dated 4-11-2015)

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

CLAUSE 10A 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/- 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. BGN 602066/35)-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 contractor's expense and in default thereof, no payment or allowance shall be made for such work or for the materials with which the same was executed.

CLAUSE 20 If the contractor or his workmen, or servants shall break, deface, injure or destroy any part of the building or the work in question upon which they may be working at any building, road, fence, enclosure or grass-land or cultivated ground contiguous to the premises on which the works or any part thereof is being executed or if any damage shall be done

Signature of the contractor:

કુટુંબકલ્યાણ સમીતી

Signature of the Executive Engineer :

આર્થિક વ્યવસ્થા બદલવાની જરૂર :

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. 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 amount 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, insurrection, the acts of foreign countries, hostilities, or war like operations before or after declaration of war, rebellion, military or Unruled 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 - 1006 - IB - 143 - (16) - C dated 11-1-99)

CLAUSE 21 Contractor to supply plant, ladders, scaffolding etc. and is liable for damage arising from non-provision of lights, fencing etc. : The contractor shall supply at his own cost all materials (except such special materials if any, as may, in accordance with the contract to be supplied from the Public Works Department Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of the work whether in the original, altered or substituted form and whether included in the specifications, or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter or to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of 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.

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

અનુ-૧૧.૬ કંડુકટર યોગ્ય પાલખો અને કાચા માંચડા, જવા - આવવા માટેનાં પાટિયા અને સીડીની જોગવાઈ કરવાની રહેશે અને તે અંગે નીચે મુજબના નિયમોનું પાલન કરવાનું રહેશે.

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

(ક) સીડી ઉપરથી અથવા બીજા કોઈ આપન દ્વારા સલામતિપૂર્વક ન કરી શકાય તેવા બધાં કામ માટે કામદારો માટે યોગ્ય પાલખોની જોગવાઈ કરવાની રહેશે.

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

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

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

(બ) (૧) કાર્યકર્મ અને જવાબદાર વ્યક્તિની દેખરેખ હેઠળ તે સિવાય,

(૨) કંડુકટર દ્વારા નિમાણેલ અને અનુભવ ધરાવતા કાર્યકર્મ કામદારો દ્વારા થતું હોય તે સિવાય, કોઈપણ પાલક બાંધવી તથા, ઉતારવી તથા કે તેમાં માત્રાત્વના ફેરફાર કરવા નહિ.

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

(૧) બધી પાલખો અને તેની સાથે સંકળાયેલ આમલી અને બધી જ સીડીઓ -

(i) be of sound material (૧) મજબૂત સીંજવસ્તુની અને લીં રોવી જોઈએ.

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

(૨) તેના પરના આવનારા વજન અને પ્રસારાને બધી રીતે સ્પર્શી મજબૂત થીવી જોઈએ, અને

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

Signature of the Contractor :

કંડુકટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

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

ઉપરના બે પાનામાં આપેલ સંખ્યાઓના આધારે નીચેના પ્રશ્નોનો ઉત્તર આપો.

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

Signature of the contractor :

કુંદાકુટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

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- (i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and
- (ii) સારી યાંત્રિક રચનાવાળી, મજબૂત વસ્તુના તેમજ પુરતી તકાતવાળા અને દેખીતી કોઈ ખામી વિનાના હોય.
- (ii) be kept in good repair and in working order. (iii) સારી દુરસ્તીમાં રાખવામાં અને ચાલુ સ્થિતિમાં રાખવા જોઈશે.
- (b) every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- (iv) માલસામાનને ઉંચે ચઢાવવા કે નીચે ઉતારવા અથવા લટકતો રાખવાના સાધન તરીકે વપરાતું દોરડું યોગ્ય જાતનું અને પુરતી મજબૂત હોવાનું તેમજ દેખીતી ખામી વિનાનું હોવું જોઈશે.
- (c) Hoisting machines and tackles shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by Engineer-in-charge.
- (v) વજન ઉંચકવાનાં યંત્રો અને મજબૂતીવાળાં યંત્રોને સમના રીતે ચોક્કસ માદા અને ઉપયોગમાં લેવા પડેલાં તથાથી જોઈને પુરતા પ્રમાણમાં ચકાસી લેવાના હોય, તેમજ અવારનવાર પંજનેર નિયત કક્ષે તેવો સમાવેશરે, ચોક્કસ 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.
- (vi) માલસામાન ઉંચે ચઢાવવાના કે નીચે ઉતારવા કે લટકતો રાખવાના સાધન તરીકે વપરાતા પ્રત્યેક સાંકળ, રીંગ, ઓંકડો, સ્વીલ અને પુલી બ્લોકે અખતવારનું તપાસવું.
- (e) Every crane driver or hoisting - appliance operator shall be properly qualified.
- (vii) પ્રત્યેક કંડેન - ડ્રાઈવર કે વજન ઉંચકવાના યંત્રના ચાલક યોગ્ય લાયકાતવાળા હોવા જોઈશે.
- (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.
- (viii) 15 વર્ષથી નીચેની કોઈ પણ વ્યક્તિને કોઈ પણ સહિત વજન ઉંચકવા કોઈ યંત્રના નિયંત્રક તરીકે અથવા ઓપરેટરને નિયંત્રીની જગ્યા આપવા, અથવા સમી રીતે નહીં.
- (g) In the case of every hoisting machine and of every chain, ring hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.
- (ix) વજન ઉંચકવાના પ્રત્યેક યંત્ર અને માલસામાન ઉંચે ચઢાવવાના કે નીચે ઉતારવાના કે લટકાવી રાખવાના સાધન તરીકે વપરાતી પ્રત્યેક સાંકળ, રીંગ, કડી, નકુચા અને પુલી - બ્લોકની સલામત રીતે વજન ઉઠાવવાની શક્તિ કેટલી છે તે યોગ્ય સાધનો વડે નક્કી કરવાનું રહેશે.
- (h) Every hoisting machine and all gears referred to in preceding regulation shall be plainly marked with the safe working load.
- (x) માલસામાન વિનિવરણ જણાવેલ વજન ઉંચકવાના પ્રત્યેક યંત્ર અને ખાસ જ નિયત થતે સલામત રીતે કેટલું વજન ઉઠાવી શકે તેમ છે. તે ચોખ્ખું લખેલું હોવું જોઈશે.
- (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.
- (xi) જુદાં જુદાં વજન સલામત રીતે ઉંચકી શકતા, ઉંચકવાના યંત્ર પર, સલામત રીતે ઉંચકી શકતું પ્રત્યેક વજન અને કઈ હાલતમાં યંત્રને તે લાગુ પડશે તે સ્પષ્ટ દર્શાવવાનું રહેશે.
- (j) No part of any hoisting machine or gear referred to in regulation 'g' above shall be loaded beyond the safe working load except for the purpose of testing.
- (xii) ઉપરના વિનિયમ જેમાં જણાવેલ વજન ઉંચકવાના કોઈ પણ યંત્ર કે ગિયરના કોઈ પણ ભાગ પર યકાસણી માટે જરૂરી હોય તે સિવાય, સલામત વજન કરતાં વધુ વજન લાદવું નહીં.
- (k) Motors, gears, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with sufficient safeguards.
- (xiii) વજન ઉંચકવાના સાધનની મોટરો, ગિયર, વિદ્યુતવાહક સાધનો, વીજળીના તાર અને જોખમી ભાગો માટે પુરી સલામતીની જોગવાઈ કરવાની રહેશે.
- (l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- (xiv) ઓઈ વજન અકસ્માત નીચે સરકી પડે તેનું જોખમ ઓછામાં ઓછું રહે તે પ્રકારની કોઈક સગવડ વજન ઉંચકવાના સાધનમાં કરવાની રહેશે.
- (m) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.
- (v) અકસ્માત સામેલા વજનમાંથી કોઈપણ ભાગ અકસ્માત છૂટો પડી જવાનું જોખમ ઓછામાં ઓછું રહે તે માટે પુરતી સાવચેતી રાખવાની રહેશે.

CLAUSE 22 Measures for Prevention of Fire : The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Engineer-in-charge.

When such permit is given, and also in all cases when destroying cut or dug up 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.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

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

ખંડ-૨૭ જોઈતા સર્વેશ બોટલો ઇંદમાં સીધા સિવાય વળતરરૂપે ચુકવવાની થતી રકમનો વાજબી વળતર આપવા બાબત : ખરેખર બોટ કે નુકસાનને બચાવવાની સિવાય જ્યારે બોટ નુકસાન મળી જાય કે ન મળે જોય તો પણ આ શરતોમાની કોઈપણ કારણ કારણે વળતરરૂપે ચુકવવાની થતી રકમ આ રકમને વાજબી વળતર ગણવામાં આવશે અને તેને સરકાર માટે ઉપયોગમાં લેવાશે.

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

ખંડ-૨૮ પેટીના ભંડારમાં કોઈ ફેરફાર થયે તોની જાણ કરવા બાબત : ભાગીદારોએ ટેન્ડરમાં જોયે તે ફેરફાર પેટીના ભંડારમાં કોઈ ફેરફાર થયે કેટલાકે ચુકવવાના ઉદ્દેશને તેમની જાણ અર્થે તેવા ફેરફાર અંગે તરત સાચિતવાર 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 કાર્યકાર કમીનેલી ચુકવના ઠેઠા કામી કરવા બાબત : કેટલાક કાર્યકાર બાબત જ કામ સરકાર જે તે વખતના અધિકાર ઉચ્ચતરની ચુકવના અને ઠેકાણ તમામ બાબતો માટે તેમની સંજ્ઞાને આધીન રહીને કરવાના રહેશે. આ કામ ક્યા ક્યા કે ક્યાકોએ અને કેવી રીતે શરૂ કરવા વાજબીવાન કેવી રીતે આગળ ચલાવવા તે એવી ચુકવના આપવા અધિકારીજનેર અસરકાર રહેશે.

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

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

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

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

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

(v) The amount of compensation which the contractor shall be liable to pay under clause 17 in the event of his failure to rectify, remove or reconstruct the work within the period specified in the written intimation or the amount of expenses incurred by the Engineer-in-charge under the said clause 17 in rectifying, removing or re-erecting 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 GPW dispute Arbi. Tribunal Act-92 & order issued by the Govt. in connection with this Act will now apply for Arbitration (As per Government N. & W.R.D. letter No. SU1/1090/2670/K2 dtd. 9/2/94).

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

(4) The awards declared by the arbitrator should be speaking award, giving reasons and calculations for every item of claims. The decision will have to be implemented by all the departments of the State Government and Public Sector Enterprises of Gujarat. (Resolution F.D.No. PB/1088/735/KT/Sachivalaya/Gandhinagar 5th October 1986.)

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

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

Signature of the contractor :

કર્તાશરની સહી :

Signature of the Executive Engineer :

કાર્યવાહક ઉચ્ચતરની સહી :

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(i) affect the right of the Engineer-in-charge under clause 11 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) Free 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) Enable 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 એકાજમીની ઉપર કામો : જે એકાજમી આપમેળે ટેન્ડર તૈયાર કરતું હોય તેમાં જો કામના અમુક ભાગો અને ઉપર રકમનો સમાવેશ થતો હોય તો આવી જામત વાળા ના દરખાસ્તમાં બુકસરનામના હોમ ને જ રકમ, યોગ્ય કામની બાબતો માટે ઉક્ત કામના કોઈ ભાગ માટે ચૂકવણી મેળવવા કુલકર્તાને જણાવે, અથવા અપાસના ડિપુટીના પત્ર ઉપર સમજાવે જાવતું માપ લઈ કામના હોમ ને હોમ, તો હવાલાના ઈજનેર પોતાના સારિતક અનુસાર એકાજમી નો કોઈકો ઉપર રકમ ચૂકવી શકે અને આ ભંડોની જામત મુજબ કુલકર્તાને કુલકર્તાના પત્રો રકમ કે રકમોને હમતુ હવાલાના ઈજનેરનું લિખિત પ્રમાણપત્ર તેના માટે આપવી અને નિર્ધારિત હોય.

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

ખંડ-૩૩ કોઈ વિગતો ન આપી હોય ત્યારે હોવાનાં પગલાં : કોઈ વિગતો ન હોય તેવા કામના કામની બાબતમાં તેવું કામ ડિવિઝનની વિગતો અનુસાર કામ કરવાનું હોય અને ડિવિઝનની વિગતો ન હોય ત્યારે તેવું કામ કામના રીતે હવાલાના ઈજનેરની ચુકનાઓ અને જરૂરિયાત અનુસાર કામ કરવાનું રહેશે.

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

ખંડ-૩૪ કામની વ્યાખ્યા : આ શરતોમાં વપરાયેલ કામ અથવા કામકામોના વિષયના સંદર્ભમાં કહ્યું વિરુદ્ધ ન હોય તો અમરવાળે કે કામની અને અથ સુધારવા, બદલવામાં આવેલા કે વધારાના કુલકર્તા હોમ કે કુલકર્તાની કામ કરવામાં થતો કામ કે કામો એવો થશે.

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

ખંડ-૩૫ કુલકર્તાની ટકાવારી વિગતો જોખમી કે બેકેટ રકમને લાગુ પડતી : અપવાદ અલેલ કોઈ પણ માત્રામાંની કિંમત માટે કદાં પહેલા ટેન્ડરમાં દર્શાવેલ રકમની વિગતો રકમને રકમમાં બાદ કરવામાં આવશે - તેમાં ઉમેરવામાં આવશે. (આ ખંડની-૧ ટેન્ડરને જ લાગુ પડશે)

CLAUSE 36 (i) On receipt of the work order, the contractor will identify the sources of procurement of quarried construction materials like metal, kapchi, grit, sand etc and seek the permission of the Engineer-in-Charge about the sources. The Engineer-in-Charge will issue orders approving the sources of procurement of quarried construction materials. The contractor will thereafter procure the materials from approved sources for use in the contract work. The Dy Executive Engineer will verify this with 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 & DD Circular No. TNC-2286-UC-39 (19) - C, dated 23-10-1989.)

ઉદ્યોગ, ખાણ અને ઈર્ષા વિભાગના ઉપરોક્ત વિષય પ્રકરણના તા. ૧-૧-૮૭ના ઠરાવ ક્રમાંક એમસીઆર - ૨૧૬૮ - ૬૬૮૫ ૭ માં જણાવ્યા પ્રમાણે કાર્યવાહી કરવાની ચુકના :-

(iii) કાર્યવાહક ઈજનેરની કામો વડે સીટર આપે કે તુરત જ કામના સીટર - બીની નકલ જે તે વિસ્તારના મદદનીશ નિયામક અથવા જીઓલોજીસ્ટ

Signature of the contractor :

કુલકર્તાની સહી :

Signature of the Executive Engineer :

કાર્યવાહક ઈજનેરની સહી :

ગરદ

અથવા આરીસ્ટન્ટ કમ્પ્લેક્સિટીસ નમના ભુજાલ અને પરીજિ સામગ્રીના કચડા કનેરીના પાસે જેઓ કલકટરની કચેરીમાં બેસે છે તેમને આપવાની રહેશે. (ક) રૂ. ૧.૦૦ લાખ (બે લાખોની ઉપરના કચડાના કોન્ટેન્ટરોને તેઓએ ખરીદેલા બેન્કીંગનો જથ્થો અને તે કાપી ખરીદેલ છે તે નેક્સ્ટરની વિગતો કાર્યાલય માંથીની નકલો તથા પેકેજિંગ કૃપામાં માસિકી કર જત મારે ઉપર (૧)માં દર્શાવેલ અધિકારીને પુરી પાડવાની રહેશે. આ બીજામાં સાલ વેચવારનું નામ, સ્થળ, તારીખ અને સાલ લેનારનું નામ, પાલ લેનારનું નામ અને જથ્થો, જ્યારે દર્શાવેલા કોવા જોઈએ (૨) જરૂર પડે ત્યારે કિલ્લામાં ઉપર (૧)માં દર્શાવેલ અધિકારીની નકલો, તથા માસિકી-વિગત માલ કે બીજાના મેનપમાં માલવામાં આવે તો તે કે તે કાર્યાલય ઇજનેરની મુનીજ સાલના અધિકારીને તે વિગતો કોન્ટેન્ટર પાસેથી મેળવવામાં મોકલ કરશે. જો આવી માસિકી કમ્પાસર માલવામાં ન આવે તે કોઈ કાર્યાલયક ઇજનેરની, તરફથી આ બંને સહકાર ન મળે તો, મુનીજ વિગતના અધિકારી તરફ આ આમત નિયમકક્ષીના મુદ્દા ઉપર મુકશે. જ્યારે આ બંને વિગતો, માલ અને ઉપર વિગતના તથા તે તે સંબંધિત વિગતના અધિકારીના ઇમાર ઉપર મુકશે અને આવી પત્ર મળેથી સંબંધિત વિગતના અધિકારી, જે તે કાર્યાલયક ઇજનેરનીને તાત્કાલિક માસિકી પુરી પડવા સુધતા આપશે. આ તથા અમલી બતાવે આ પરિપત્રની તારીખથી તીક્ષ્ણરોડી કોપોલીટ પરત કરવામાં રોપાટીમાં એવેના પ્રમાણપત્રનો આગળ સંબંધનો રહેશે નહીં.

રાજ્ય સરકારના અધિકાર માટે વપરાતા ગૌણ બનિજની રોપટી બરખા બાબત.....

(iv) આ કામમાં જ્યારે સાઈ માટી (બોર્ડીનરી કલે) અને (સાફ) પુરમ તાપરવામાં આવે. તેના ઉપર પણ રોપટી ચુકવવામાં છે. વિશેષમાં તોજ બનીજ બાબતમાં ગુ.નં.બ.વિ. ૧૯૬૬ અને તેના અનુસંધાનમાં ગણતાંબત બધાર પાડવામાં આવેલા કસબી, લાગુ પડશે, અને તે મુજબ તોજ કે પ્રશ્નિત લેવાનું અને રોપટી ભરવાની રહેશે. વિશેષ, આજ અને ઉર્જા વિભાગ કસબ કસાંકા ભે.મ.એમ.આર. /૧૧૨૦૦૦/૨૦૧૩/૧ તા. ૧-૮-૦૪ "કામપૂર્ણ થયે કાર્યપલ બીલ બન્યો તેની નકલ કિલ્લા મુક્તર માસિકી મોકલી રોપટી પેટે જો રકમ વસુલ કરવાની બાકી હોય તો કોઈ રકમ મુલ કસવાની છે તે જાણવના પત્ર સમ્મત. આ મુલ મુક્તર માસિકીને મળ્યા બાદ કપા દિવસમાં કોઈ પ્રત્યુત્તર ન મળે તો રોપટી પેટે કોઈ રકમ વસુલ કરવાની બધી નેમ માની કાર્યપલ બીલ ચુકવી દેવાનું રહે છે." વિશેષમાં ઇજારદારની હાથ રોપટી ભપાં બંનેના રજુ કરેલ હસ્તાવેજી અપૂરતા વાગે તો કામમાં વપરાયેલ તોજા બનિજની રોપટી ભરવાની આવી હશે તો તે ભરવાઈ કરવા ઇજારદારની બેધતા છે તેવી બંનેથી ઇજારદાર પાસેથી મેળવી રીકવોરીટી રીપોર્ટિંગ પરત કરવાની કાર્યવાહી કરવાની રહેશે. (મા.મ.વિ.ના પરિપત્ર ક્રમાંક ટીએનસી/૧૦-૨૦૦૨/૧૪) ન તારીખ ૨૮-૬-૨૦૦૩ તથા ૨૭-૪-૨૦૦૫ અને મા.મ.વિ. પરિપત્ર ક્રમાંક ટીએનસી-૧૮-૨૦૧૩-૪)ની તા. ૮-૮-૨૦૧૩, તા. ૨૦-૭-૨૦૧૬ તથા ૨૪-૧૦-૧૩ 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 workman. 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-ક કમ્પાસર માલતર અધિનિયમ હેઠળ વળતર: કામકેરીને ગૌણ કામની માટે ૧૯૨૩ના કમ્પાસર વળતર અધિનિયમ (૧૯૨૩ના આક્રમ) હવે પછી જેને કલ અધિનિયમ કહી છે તે) તેલ મુકવવામાં કોઈ પણ વખત ચુકવવા કટાકટર જવાબદાર રહેશે. ઉલ્લ અધિનિયમની કમ્પ ૧૨ની પેટા કલમ (૧) તેલ, કટાકટર વર્કી કરવારે મુખ્ય પકાકાર તરીકે આવું જવાત ચુકવ્યું હોય તો સરકાર ને રકમ ઉલ્લ કલમની પેટા-કલમ (૨) અન્વયે કટાકટર પાસેથી વસુલ કરી શકશે. આમું વળતર ઉપરના ખંડ ૧ થી જણાવેલી રીતે વસુલ કરવામાં આવશે.

Clause 37-A The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Government, the same shall be recoverable from the contractor 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 કામકેરીને શારીરિક ઈજા પામ તો તેને તબીબી ચલાવ પુરી પાડવા માટે કટાકટર જવાબદાર રહેશે અને તે બંનેનું ખર્ચ તેમણે ચુકવવાનું રહેશે. આમું ખર્ચ સરકારે કમું હોય તો કટાકટર પાસેથી તે તરત જ વસુલ કરવા પાત્ર રહેશે અને સરકારના બીજા કોઈ મળવાને આપ ન આવે છે રીતે કટાકટરની લેણી અથવા હવે પછી લેણી મનાર રકમમાંથી તે કાપી લેવાશે.

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

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

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

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

Clause 38 The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the tender. In the case of increase in the quantities by more than 10% the new rate will be paid to the contractor for the quantities in excess of 10%. The rates for the increased quantities as aforesaid will

Signature of the contractor:

કટાકટરની સહી :

Signature of the Executive Engineer

કાર્યપાલક ઇજનેરની સહી :

be fixed in the manner specified in clause - 14.

(Corrected as per R & B G R, No. TNC-10-2017-01-C, Dated 11-7-2017)

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

ખંડ-૩૯ દુષ્કાળદાસ વિસ્તારના અથવા બીજા મજૂરોને કામે રાખવા બાબત : હવાલાના ઈજનેર એવો લેખિત હુકમ કરે તો દુષ્કાળથી અસરગ્રસ્ત, ગુનેગાર તરફિ સજા પામીયા અથવા અન્યક ગેલકસ પ્રકારના કે વર્ગીય બીજા મજૂરોને કંટ્રાક્ટરે 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 અંગેની દક્ષ દાવો : થોકડીમાં અથવા કોઈ ભાગમાં પાણી જવાને કારણે કામ કરવામાં વિલંબ અંગે કશું વળતર અપાશે નહિ. આ દરમાં સમત અથવા સિરાકવાળી જમીન માટેના કાઢવ અને ભૂગર્ભ જળવાળા ભાગમાં પાણી ભરાઈ રહેલું હોય તેવી થોકડીની જગ્યામાં બોલકામ માટેના દરનો સમાવેશ થાય છે અને તેથી અન્યથા સ્પષ્ટ જણાવ્યું હોય તે સિવાય, વધારાના દર માટે કોઈ દક્ષ દાવો ધ્યાનમાં લેવાશે નહિ.

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

ખંડ-૪૨ કામનો કોઈ ભાગ નવેસરથી હાથ કરવા કે શરૂ કરવા બાબત : હવાલાના ઈજનેરને અથવા તાબાના કામના હવાલાના અધિકારીનો લિખિત હુકમ અને સૂચના સિવાય કંટ્રાક્ટ કામનો ભાગ નવેસરથી હાથ પરી કે શરૂ કરી શકશે નહિ. આવો હુકમ ન મળ્યો હોય તો કામના કોઈ માપ લેવા અંગે કે ચુકવણી માટે કંટ્રાક્ટરે કશો હક્કદાવો કરી શકશે નહિ.

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

ખંડ-૪૩ કામે રખાયેલ વ્યક્તિઓની ઓછામાં ઓછી વય : કંટ્રાક્ટર ૧૫ વર્ષનો નીચેની ઉંમરની કોઈ પણ વ્યક્તિ કામે રાખી શકતા નહિ.

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

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

(૨) કંટ્રાક્ટર ગપડા અથવા બીજા પ્રાણીઓના પીકના ભાગ પર ઝીણી દોરી અથવા પાતળું દોરડું બાંધીને તેમને કામે લઈ શકશે નહિ. પીક ભાગ પર બાંધવા ઓછામાં ઓછી ૩ ઇંચ પહોળી કીત (નવાર) કામમાં લેવી.

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

(૩) મારામારી, બોડંગાતા અથવા કૃષ કે નાના પ્રાણીને કામે રાખી શકાશે નહિ.

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

(૪) આ શરતો મુજબ ન હોય તેવી કોઈ પણ વ્યક્તિ કે પ્રાણી કામ કરતી/કરતું 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 પણ વિલંબ માટે સરકારની કોઈ જવાબદારી રહેશે નહિ.

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

(૫) થોડે હાથ પડેલા કંટ્રાક્ટ માટે કામે રાખેલ કામદારોને કંટ્રાક્ટરે વાજબી વેતન ચુકવવાનું રહેશે. ચુકવેલ વાજબી ન હોવાના મુદ્દા પર કંટ્રાક્ટર અને તેમના કામદારો વચ્ચે કોઈ જપડો ઉભો થાય તો એ જપડો વિના વિલંબે હવાલાના ઈજનેરને સોંપવામાં આવશે અને તે અને તેઓ નિર્ણય આપશે. હવાલાના ઈજનેરની નિર્ણય કંટ્રાક્ટર માટે નિર્ણાયક અને બંધનકર્તા રહેશે. પરંતુ આ નિર્ણયથી મંજૂર કરેલા ટેન્ડરના દરે સરકારે કરવાની થતી ચુકવણીને લગતી કંટ્રાક્ટમાંની શરતોને કશી અસર થશે નહિ.

Signature of the contractor
કંટ્રાક્ટરની સહી

Signature of the Executive Engineer
કાર્યપાલક ઈજનેરની સહી :

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

(૬) શ્રમિકો અને કાર્યકર્તાઓને - મજૂરોને શીમાવા પાણીની સગવડ ફાઇસ્ટલ પુરી પાડવાની રહેશે. શિવેરી વિભાગોમાં(૧) કામ સમયે કામદારોને સ્વચ્છતા વિષયક જાણી વધુ પુરી પાડવાની રહેશે. ફાઇસ્ટલ આ સગવડોનું પ્રાપ્ત કરવામાં નિષ્ફળ જશે તો કામદારો ઉપર કાર્ય તેને લેખિત નોટિસ અવગણી અને ફાઇસ્ટલ આવી તોજા નોટિસની તારીખથી દિન બેઝી પ્રદાનમાં કામદારો - મજૂરોને આ સગવડ નહિ આપે તો કામદારો ઉપર ફાઇસ્ટલ આવી શીમાવા પાણીની સગવડ કરશે.

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

(૭) કામ શરૂ થાય કે કરતે જ ફાઇસ્ટલ કામદારો કામ માટે કામદારો - મજૂરો અને શીમાવા આપવાની સગવડ પુરી પાડવાની રહેશે. શીડ અને આશરણનું પૂરા પાડવામાં ફાઇસ્ટલ નિષ્ફળ જશે તો ફાઇસ્ટલના ખર્ચે કામદારો ઉપર 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.

ખાસ નોટ : શ્રમિકોની રીત - સુવર્ણની રકમ રૂ. ૧૦ કરતા વધુ હોય તો, ફાઇસ્ટલને અનુકૂળ હોય તેવી રીતિનિયમો વિસ્તારની કોઈપણ રીતેથી પાયા થી કામ સમયે સુવર્ણ કરશે. રૂ. ૧૦ થી વધુ ન હોય તેવી રકમ શીડોની પાડવામાં આવશે.

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

CLAUSE 45 Deleted

CLAUSE 46 Employment of scarcity labour : If Government declares a state of scarcity or famine to exist in any village situated within 16 kilometers of the work, the Contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Engineer-in-charge or by any persons to whom, the Engineer-in-charge may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons, wages not below the minimum which Government may have fixed in the 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.

ખાસ નોટ : અછતકક્ષા વિસ્તારના મજૂરો કામ સમયે આવતા : કામના કાર્યોથી ૧૬ કિલોમીટરની અંદર આવેલા કોઈ પણ ગામમાં અછતકક્ષાની સગવડ દુષ્કાળની સ્થિતિ ગવર્નરી હોવાનું જાહેર જાહેર હશે, તો જેમાં દુષ્કાળ કાર્યકર્તાની જરૂર ન હોય તેવા કામના કોઈ પણ ભાગ ઉપર ફાઇસ્ટલ, કામદારો ઉપર કાર્ય તેમજ તેમજ તે મજૂરોને કાર્ય જેને લેખિત રીતે કોઈપણ હોય તેવી અછતકક્ષા જે અછતકક્ષાને કામદારો આવકદાર હોવાનું પ્રમાણપત્ર આપતું હોય તેમજ કામ સમયે કાર્ય કરવામાં ફાઇસ્ટલ અને આ નોટ સમયે કાર્ય કરતી મજૂરો કોઈ હોય તેવી કોઈ ન હોય તેવા કાર્ય આવી અછતકક્ષાને લેવાનું નુકસાન તે સંપાદિત રહેશે. આ ખર્ચના અછતકક્ષા કરતી કોઈપણ તરફથી ઉપરિલિખિત થાય તો તેનો નિર્ણય કામદારો ઉપર કરશે અને તે નિર્ણય ફાઇસ્ટલ માટે આવશે અને અછતકક્ષા રહેશે.

CLAUSE 47 Deleted

CLAUSE 48 The rates to be quoted by the Contractor must be inclusive of all taxes prevailing on due date of bid submission. However any subsequent changes in the tax structure by Government after due date of bid submission will be compensated (1) on availability or submission of actual documentation, Contractor has to intimate Engineer in charge regarding changes occurred in the tax structure after bid submission. If contractor fails to provide such information and if any financial obligation may arise due to change in tax structure, same will be recovered from the contractor.

The contractor shall apply fair means of stock maintenance and shall adopt accounting standards as may be prescribed under GST. For arriving at the difference in procurement prices due to introduction of GST, it will be open for the Government to ask for original invoices, LRA, 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. DI. 29-8-2017)

CLAUSE 49 The Contractor should, as far as possible, obtain his requirement of labourers skilled and unskilled, from the nearest Employment Exchange so as to utilise the local employment potential. If there are no local Employment Exchange or such Exchanges are not able to provide the required labour locally, suitable labourers should be utilised to the maximum extent possible.

ખાસ નોટ : ફાઇસ્ટલે જોઈતા કુશળ અને અનુકૂળ મજૂરો જાહેર હોય ત્યાં સુધી નોકરમાં નોકરની રીતગીર કચેરીઓથી લેવાવવા, જેથી આનંદ રીતગીર શક્તિનો ઉપયોગ થઈ શકે. આનંદ રીતગીર કચેરીઓ ન હોય અથવા આવી કચેરીઓ જરૂરી મજૂરો આનંદ રીતે પૂરા પાડી શકે તેમ ન હોય તો બીજા મજૂરોનો અને તેમજ વધુ સમાવવા ઉપરિલિખિત કરશે.

Signature of the contractor :

ફાઇસ્ટલની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઉપજનરની સહી :

CLAUSE-50 Fair Wages : If a Contractor fails to pay within '7' (Seven) days to the labourer(s)/worker(s) the wages prescribed by the Government under the Minimum Wages Act, 1948 as in force from time to time, the Engineer-in-charge shall be at liberty to deduct the amount payable to the labourer/workers from his (Contractors') bills or deposits payable by the Contractor after making due inquiries and establishing the claim(s) of the labourer(s)/worker(s).

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

ખંડ-૫૦) શ્રમિકોને વેતન : જો કોન્ટ્રાક્ટર ૭ (સપ્ત) દિવસોમાં લેબરર(સ)/વર્કર(સ)ને સરકાર દ્વારા નિર્ધારિત મિનિમમ વેતન અનુસાર (મજૂરી)ને કામદાર (શ્રમિકો)ને સાત દિવસમાં કંટ્રાક્ટર ન ચૂકવે તો કંટ્રાક્ટરના ઇજનેરને લેબર તપાસ કરી તેમજ (મજૂરી) મજૂરીનો કામદાર (શ્રમિકો)નો હકદારો સ્થાપિત કરીને મજૂરી (મજૂરી)ને કામદાર (શ્રમિકો)ને ચૂકવવાપર રકમ કંટ્રાક્ટરના બિલો અથવા કંટ્રાક્ટરે ચૂકવવાપર બનાવેલ નવામનોની રકમમાંથી કાપી લેવાની છૂટ રહેશે.

ઉપર જણાવ્યા મુજબ લેવામાં આવેલા પગલાને કારણે કંટ્રાક્ટરને કોઈ પણ નુકસાન જાય તો તે માટે તેને કોઈપણ ચૂકવણી અથવા વગર મજવાપર રહેશે નહીં. કોન્ટ્રાક્ટર જણાવ્યા મુજબનું પગલું અમલમાં ચૂકવવામાં આવે તે પહેલાં કંટ્રાક્ટરના ઇજનેર તે સમયે અમલમાં હોય તે લઘુત્તમ વેતન અનુસાર વેતન ચૂકવવાની કંટ્રાક્ટરને ચિપિત તોરીસ આપશે. કંટ્રાક્ટર ઉપર જણાવ્યા મુજબ સાત દિવસમાં વર્તેલો નહિ તો તેની સામે ઉપર વિચાર્યો મુજબનો પગલો અમલમાં આવશે.

CLAUSE 51 Deleted

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

ખંડ-૫૨) યંત્રસામગ્રીની યાદી : કંટ્રાક્ટરે પોતાના કંટ્રાક્ટમાંની અને કામ માટે ઉપયોગમાં લેવા વિચારેલ યંત્રસામગ્રીની યાદી પણ આપવાની રહેશે.

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

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

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

ખંડ-૫૪) સામાન્ય દરે સ્થાનિક મજૂરી : સામાન્ય દરે મળી શકે તેમ હોય ત્યાં સંગતવાર ચાંદુ સામાનિક મજૂરી અને સ્થાનિક વ્યક્તિઓને કંટ્રાક્ટરે કામે રાખવાના રહેશે.

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

Land measuring Charges

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

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

ખંડ-૫૬) કંટ્રાક્ટર ઇન્ચાર્જ વર્ગની મુક્ત દરમિયાન શીતજની રસી નમૂના યોગ્ય આમલનું સ્વીકાર્ય પ્રમાણપત્ર રજૂ કરનાર મજૂરીને જ કામે રાખશે.

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

(1) Huts of bamboos and grass may be constructed.

(2) A good site shall be selected. High ground removed from jungle but well provided with trees shall be chosen wherever it is available. The neighborhood of rank jungle, grass or weeds should particularly be avoided. Camps should not be established close to large cuttings of earth-work.

(3) The lines of huts shall have open spaces of at least 10 m. between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.

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

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

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

2. Drinking Water : The contractor shall as far as possible, provide an adequate supply of chlorinated pure potable drinking water for the use of labourers. This provision shall be at the rate of not less than 4.5 litres per head. No provision need be made where there is a 4.5 litre public tap in the well within 0.4 km of the camp. However arrangement should as far as possible, be made to chlorinate water by calculated habits before it is allowed for drinking purpose.

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

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

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

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

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

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

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

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

7. Latrines and Urinals to be accessible : (1) The latrines and urinals shall be conveniently situated and accessible to workers at all times of 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. (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 be conveniently accessible in or near the latrines and urinals.

9. Bathing and washing places : (1) The contractor shall construct sufficient number of bathing places; every unit of 20 persons being provided with a separate bathing place. (2) Washing places should also be provided for the purposes of washing clothes. Every unit of 20 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 to be drained in river or near the well. The contractor would put material oil once in a week in stagnant water round about the residence.

11. Medical facilities : The contractor shall engage a medical officer with a travelling dispensary for a camp having 500 or more persons if there is no Government or other private dispensary situated within 5 km. from the camp.

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

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

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

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

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

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

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

Signature of the contractor :

કર્મચારી સહી :

Signature of the Executive Engineer :

કર્મચારી સહી :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) the rent for the land and building.

(b) the depreciation and 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.

Signature of the contractor :

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Signature of the Executive Engineer :

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The local officers should check up whether facilities are 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 size or the location of the canteen.

CLAUSE 56 Contractor shall have to arrange for the supply of gumboots, Hand gloves, mask etc. invariably to the labourers/workers engaged by the contractor on asphalt work.

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

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

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

$$Vl = 0.75 \times \left\{ \frac{pl}{100} \times R \times \frac{I-I_0}{I_0} \right\}$$

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

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

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

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

I_0 = 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 :

$$Vm = 0.75 \times \left\{ \frac{Pm}{100} \times R \times \frac{I-I_0}{I_0} \right\}$$

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

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

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

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

I_0 = 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.

I_0 = For materials wholesale price index as published by Reserve Bank of India should be referred to.

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

$$Vd = 0.75 \times \left\{ \frac{pd}{100} \times R \times \frac{D - D_0}{D_0} \right\}$$

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

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Signature of the Executive Engineer :

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

- (i) Materials supplied from the Department store to the Contractor at fixed rate as specified in schedule A and.
- (ii) Value of cement, steel and asphalt brought by the contractor valued at star rate plus the increase/decrease for which price adjustment is done under sub-clause 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 B.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 $(5/6/7)^{\text{th}}$ % 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 (ii) is not deleted.

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

- (3) The quarter referred to in the above formula shall mean the quarter of the 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 but 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, 8% 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 for steel & asphalt to be brought by the Contractor shall be considered Ex-supply Depot/Godown as under :-

QUANTITY	STAR RATES	
Cement : _____	M.T. Rs. _____	per M.T.
Mild Steel : _____	M.T. Rs. _____	per M.T.
TMT/HYSO Bars : _____	M.T. Rs. _____	per M.T.
Asphalt 60/70 : _____	M.T. Rs. _____	per M.T.
Asphalt 80/100 : _____	M.T. Rs. _____	per M.T.

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 DTPs are approved.

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

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

- i. For Cement, Price of cement from authorised dealer should be obtained for the month in which the D. T. P. s are approved & mentioned as star rate before issue of tender copy.
- ii(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 :

Signature of the contractor :

Signature of the Executive Engineer :

$$A = B \times \left\{ \frac{C_1}{C_2} - 1 \right\} \times D$$

A = Difference of Amount payable or recoverable

B = Star rate of steel / cement / asphalt

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

C₂ = Price index of cement/steel for the month in which the DTGS 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 MH (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/steel and for 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 send the bill in original to the Engineer-in-charge.
4. The number of transport lorry carrying the asphalt shall be forwarded by the contractor.
5. The test certificate regarding the grade of asphalt as well as test result of asphalt from GTRI 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 the 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 then 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 consumed up to 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 at a lower rate 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 strict verification of refinery gate passes of asphalt with the issuing refinery or in case of imported asphalt invoices shall be cross checked with the statutory documents of the authorized dealer and authorized importer.
8. No advance payment or secured advance will be payable against asphalt.
9. This part of clause for price variation of asphalt will be applicable for works estimated to cost above Rs. 5 Lacs and involving use of asphalt.
10. It is permissible to use asphalt produced by Private Companies like E S SELLER and imported asphalt and, if the Contractor opt to use asphalt produced by Private Companies or imported asphalt.
 - a. The contractor can procure asphalt produced by Private company of India or imported asphalt and use in the work.
 - b. The contractor will have to produce in original, the purchase invoice of asphalt.
 - c. All the conditions for variation in rates of asphalt shall be applicable for the imported asphalt (GRI. No. STR/102006/1577/ B-I dated 4-12-2008).
 - d. For calculation of variation in the rate of asphalt, the rate prevailing 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 P. V. refinery Rate of Indian Public Sector undertaking (IOCL, 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 then 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/102006/1577/B-I Dated 22-11-2017 should also be complied with.
(Authority R & B D GR No. TNG-1089 (4)-C, dated 31-08-1991 modified vide G. R. No. of even numbers, dated 5-10-1991, 7-4-1992, 21-10-2005 and G. C. No. STR-1097-152/H dated 27-11-97, 21-11-98 Misc-1093-UO-53-40-C dated 16-6-2001 & 20-7-2012; S. R. 10-2001-M-34/25/H dated 4-10-05 & 2-2-07 and STR/102006-1577-B-I dated 2-9-08 and dated 6-12-08 of R & B D No. 119-102014-99 dated 11-10-14, STR/10-2016/1/H/ dtd 3-10-15 and R & B circular No. PRC-10-2015-55 (PT-1) C Dated 8-2-2016, R & B circular No. STR/102006/1577/B-I dated 22-11-2017)

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

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

Signature of the contractor :

કર્તા હરની સહી :

Signature of the Executive Engineer :

અધિકારક ઉચ્ચતરની સહી :

taking over of the work by department.

CLAUSE 62. LIABILITY OF ACCIDENTS TO PERSONS: Responsibilities and liabilities of the contractor under Workmen's Compensation Act are given in clause No. 37. In addition following shall also apply: (a) On the occurrence of an accident, which leads to death of workmen employed by the contractor or which is so serious as to likely to result in death of any such workman, the contractor shall within 24 hours of happening of such accident inform the Government in writing to the effect of such accident. The contractor shall immediately be verified against all loss or damage sustained by the Government resulting directly or indirectly from the 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 be payable under Workmen's Compensation Act, within 7 days of the contractor or by the Government as principal Employer, it shall be liable for the Employer's share in relation of money that is 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 claim. The portion of the Employer's share shall be paid 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 lands which may be in possession of the contractor for the purpose of executing any work not included in the contract and may exercise such work not included in the contract by agents or by other contractors, at his option 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 by any other person employed by the Government and his workmen or for the workmen of the Government who may be employed in the execution of the work not included in the contract and any accident in connection with or incident to the work and in default, the contractor shall be liable to the Government for any delay or expense incurred by reason of such default. Provided always that if damage arising, make a statement of the same to the Engineer-in-charge who shall from time to time, assess the value in his judgement of such damage and the Government shall from time to time pay to the contractor the amounts (if any) accepted as justified by the Engineer-in-charge.

CLAUSE 64. REPORTS REGARDING LABOUR: The contractor shall submit the following reports to the Engineer-in-charge:

(a) A daily report in the suitable form of the strength of labour, both skilled and unskilled employed by him on the work(s). The contractor shall increase or decrease the strength both skilled or unskilled, if directed by the Engineer-in-charge. The submission of such reports shall not, however, relieve the contractor of his responsibilities and duties regarding progress of any other obligations under the contract.

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

(ii) A weekly medical report in the suitable form showing the health of the contractor's pump, 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 or other minerals of any description and precious stones, treasures, coins, antiquities, relics, fossils or other articles or value of interest whether geological, archaeological or any other such treasure & other things shall be deemed to be the absolute property of the Government and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-charge, from time to time, and relieve the same to such persons as the Engineer-in-charge may appoint.

The contractor 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 brought or made against the Department in respect of work of this contractor against any loss damage to Department in consequence of any action or suit being brought against the contractor for anything done or omitted to be done in execution of the work of this contract.

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

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

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

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

(2) Contractors registered in special category-1 (Roads) will have to provide and keep available on site two core cutting machines, similarly those registered in special category-2 (Roads) will have to provide and keep available on site one core cutting machine on ownership basis. The thickness of sub base and base layers of road will be tested by taking cores and recording results of layer thickness in power site register.

(R & R) Category No. 1 (H.M. 60/2000/3, Clause 26/2000)

(3) In case of asphalt items (other than JSC & H.M) having total thickness of minimum 50mm, the contractor will take two to four core samples by the core cutting machine at the minimum of 25m distance at each test station 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 percent of the amount payable for asphalt items will be withheld till the test reports are received. If the results are unsatisfactory, discussions per Conditions of Contract will be taken. (R & R) Category No. 1 (H.M. 60/2000/3) Clause 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

Signature of the contractor:

सुदीपक शर्मा

Signature of the Executive Engineer:

सुदीपक शर्मा

expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carrying out work, and of item, order and manner in which it is proposed that these shall be executed. The schedule should be framed keeping requirement of the clause 2 of tender form in view and be such as in practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Engineer-in-charge. Further, the dates for the progress, as in this schedule shall be adhered to.

(a) In case it is found necessary, at any stage to alter the schedule, the contractor shall submit in good time a revised schedule incorporating necessary modification proposed and get the same approved from the Engineer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Engineer-in-charge is further empowered to ask for more detailed schedule or schedules, any work by work, 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 violating 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 work.

(c) The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress-schedule. The working and shift hours shall comply with all the Government regulations in force and shall be such, as may be approved by the Engineer-in-charge and the same not be varied without the prior approval of Engineer-in-charge.

(d) The contractor shall from time to time, as may be required by the Engineer-in-charge, furnish the Engineer-in-charge with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Engineer-in-charge may, if he considers necessary at any time advise alteration in the same, which the contractor shall adopt on notice thereof.

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

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

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

CLAUSE-72 Secured Advance To Contractor :

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

(જ) કચ્છી ઓળોડે સેક્યુરિટી અડવાન્સ આપવામાં કામની સારી ઉપર પડે માલુમ પડે ત્યારે તેની અહેવાલ કરવાની જવાબદારી ઉજારદારની રહેશે. અહીં પડેની જાણ ઉજારદાર દ્વારા સતતમા ઉજારદારને તારાવીકે કરવાની રહેશે અને જો આવી જાણ ઉજારદાર દ્વારા સતતમા ઉજારદારને તારાવીકે નથી કરવામાં આવે તો કામની સારી ઉપર માલુમ પડેલ પડે જોડીવા અગત્યનો ફિલ્ડર પોટે પૂરવવામાં છે તેમ સારી તેની સામે પ્રતિબંધિતમાં આવશે. ઉપરાંત કામ ઉપરના તમામ કામગીરીઓ જેવા કે કાટકુપ, વર્ક આસીસ્ટન્ટ ટેન્કોની પણ રીપેર કરવાની જવાબદારી છે તેઓએ માન-સાધન કામની સારી ઉપરથી ઉપરી ન જાય તે સંબંધે સારી તેમની જાણ ત્યારે જો આ માન-સાધન ઉપરથી જાય તો તેવા માન-સાધનને પણ ફિલ્ડરમાં રીપેર કરવામાં લિફ્ટ જશે તો તેઓએ પણ જવાબદારી તરીકે કરવા પડવામાં આવશે. (મા. સ. વિભાગ ઉપર ક્રમાંક પી. ૧૭૮૦-મુ.ઓ. ૧૩(૫), તા. ૨૭-૧૦-૯૦.)

(ઘ) કચ્છરે કોન્ટ્રાક્ટર અડવાન્સની પેઠાની સેવા ઉપરથી તોય ત્યાં તેને અડવાન્સ કરી પામીશ-કા માં મીડીયમ કરવાની રહેશે. આ અડવાન્સ જોડે માલસામાનની ખરીદીનું બિલ અથવા ઈન્વોઈસ બીલીયરી અથવા અડવાન્સ રજુ કરવાનું રહેશે. અથવા મીડીયમની સરકારને તારકતમા માલસામાન ઉપર 'બીલન' તૈયાર થશે અને કોન્ટ્રાક્ટર કામ ખોરંબે પડે, માલસામાનમાં પડે, કુટાખોર જે કોટીવારી તથા સબમીની અવરખાન અભાયે પોટ કે અર્થે થાય તે સારી સરકારને રજાત મળશે.

(ચ) રૂબા ૫૦,૦૦૦ થી વધુ રકમનું (ફિલ્ડર) એડવાન્સ આપવાનું તોય ત્યારે આવા માલસામાનની પૂરેપૂરી ખાસરલી કાર્યાલયક ઉજારદારીએ કરવાની રહેશે. (જી. ડી. ડી. G. R. No. P.W.M -1090-40-13(5)-C. dated 24-4-92.)

(૮) ફિલ્ડરે અડવાન્સની રકમ જેટલી તેક રીંડેરી ઈસ્ટાદરે રજુ કરા માલ જ સિલોડે એડવાન્સ રૂકતવામાં આવશે. (મા.સ.વિ.નો તારીખ ૪-૧૦-૯૦નો કરાત ક્રમાંક પી. ૧૭૮૦-મુ.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 earthwork payment should be made on the basis of detailed measurements except during the monsoon period (June to September).

(2) That the detailed measurements should be recorded within the month from the date of payment of the bill incorporating the advance payment, however in the case of sectional measurements of earth work, detailed measurement should be recorded within

Signature of the contractor :

ઉજારદારની સહી :

Signature of the Executive Engineer :

માલસામાન ઉજારદારની સહી :

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 in 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 is 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 by 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, as 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 depreciation of spare, 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.R.W. Vol - I Para 344-C(i)]

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

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

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

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

5. mobilisation advance will be treated as interest bearing refundable loan for the purpose. The responsibility of the Contractor for the refund of Mobilisation Advance is absolute and not dependent upon the completion of the work. The contractor will have to refund the advance with accrued interest irrespective of the fact whether the contract is breached by either party or abandoned or finalised prematurely. (Govt R&B Dept. Reso No TCF-1352/(B) dated 22-4-1985)

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

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

Roads :

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

Special Category - 2 : Two field 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 carryout the test prescribed therein.

1. Penetration test as per I.S. 1203

2. Softening point test as per I.S. 1204

3. Ductility test as per I.S. 1208

4. Viscosity test as per I.S. 1206

5. Specific gravity test as per I.S. 1202

Signature of the contractor :

સુરભી સહી :

Signature of the Executive Engineer :

સુપ્રભાત ડેવરની સહી :

Works other than Roads, Bridges and Buildings :

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

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

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

7.6 The tests which are not done in DE/PI 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)

7.7 One percentage of estimated cost of work put to tender for this work after deducting the cost of materials as per schedule A valued at basic rates in the sanctioned estimate will be deducted from the Running Account Bills of contractors for testing of materials and workmanship (G.R. BAO No. INC-1085(4)-C dated 10-5-89 read with R & BD Circular No. 3196-10/2003-2004 dated 2-12-2004).

CLAUSE-7B Deduction of GST from bills: The following Tax deductions shall be made from each bill payable to the contractor (1) 1% of the value of amount payable towards SGST, (2) 1% of the value of amount payable towards CGST, TDS Certificate for taxes deducted will be issued to the contractor (F.O.G.R. No. GST/1017/1097/GST Cell dated 15-9-18)

[illegible]

13.29 "સિદ્ધાનંત મોન્ડરિયો મોટેલી સુમના કાલ" સુઝાન દેવજીદાસી નિવાસસ્થાને શોર્ટલિસ્ટેડે કોટીમાં સંચિતરો મહેલમાં આ કામ સંમંથિત નામક કરાયાલક પૈજનેરચીને કરાયાલક રાજેન્દ્રચી જણાવેલ ત્રીજો રૂઢિ સ્થિતિ કમીની પાસેથી મેક મલિનામ કરો. જો તેમ કરવેલા તિલાક ચાપ તો વિલમિત સમયમાં મુકવાના રમીંગ શીલમાંથી ટેન્ડરનો રકમના ૦.૨૫થી ૧૪ કરમી રૂપ પેકમાં ભાજો (મ/મ.વિ.ના તા. ૨૦-૧૦-૨૦૧૧ પરિપત્ર તથા તા. ૨૦-૧૧-૨૦૧૧, ૧૮-૧૧-૨૦૧૧, ૨૨-૦૮-૨૦૧૧ તથા ૫-૩-૨૦૧૧ ને ઠરાવ ક્રમાંક ટીએનસી-૧૦૦૦-૨૪-સ/મલિનામ)

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

ANNEXURE -1

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

To
The Executive Engineer

Design :

PLACE:

DATE :

DATE :

Details regarding my our partners our Company (in the case of limited Company) Names, address(es), telephone number(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) (Resl.)	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 indemnify you about change if any, in the above-mentioned address(es) and telephone No. (s) within
Fifteen days of its occurrence till my/our deposit, for the said work paid by me/us is not returned to me/us.

Dated Signature of Tenderer

Signature of the contractor:

કદાકટરની સમી :

Signature of the Executive Engineer :
 કાર્યપાલક ઇજનેરની સહી :

ANNEXURE 2: ટેન્ડર આઉટબોના ભાવો બદલી વખતે ગણતરીમાં લીધેલ મજૂરી તથા સ્પેસીફિકેશનમાં જણાવ્યા મુજબ માલસામાન અંગેના કામના સ્થળના પડતર ભાવો (દર) અંગેની વિગત. (આ વિગત 30 લાખ કરતા ઉપરના કામમાં બરી રજૂ કરવી ફરજિયાત છે.)

(અ) મજૂરીના દૈનિક દર

(૧) કડીયા, સુપાર-પ્લમ્બર સ્કીલ કારીગરોના દર	રૂ.
(૨) બીલ્ડરી, સેલન વગેરે સેમી સ્કીલ કારીગરોના દર	રૂ.
(૩) મજૂરી (સી-પુરૂષ) અનસ્કીલ મજૂરીનો દર	રૂ.

(ક) માલસામાન

અ.નં.	ટેન્ડર આઉટબોના નંબર	માલસામાનની વિગત	યુનિટ	દર
૧.		ઈંદો	૧,૦૦૦ નં.	રૂ.
૨.		પથ્થર શરણતરનો	ચ.મી.	રૂ.
		ખાણ લીડ	૧૨મી.મી.મી.	
		કપચી	૨૦ મી.મી.	
		ખાણ	ચ.મી.	રૂ.
૪.		લીડ	કી.મી.	રૂ.
		રેતી પ્રાપ્તિ સ્થાન	બી.મી.મી.	
૫.		લાકડું સાગી-કટ સાઈઝ		
		(સરેરાશ વાદી માટે)		
		(અ) બારી	ચો.મી.	રૂ.
		(બ) બારણાં	ચો.મી.	રૂ.
૬.		ફ્લોરીંગ ટાઇલ્સ	ચો.મી.	રૂ.
૭.		પોલીશ કોલ સ્ટોન જાડાઈ ચો.મી.	ચો.મી.	રૂ.
૮.		ગેલ્વનાઈઝ પાઈપ		
		(અ) ૨૫ મી.મી.	દર મી.	રૂ.
		(બ) ૧૨ મી.મી.	દર મી.	રૂ.

(૨) (રેસાઓ) કામના સ્થળ ઉપરના ભાવ

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

(૩) હોટમીક્ષના કામો માટે કામના સ્થળ ઉપરના પડતરના ભાવ

અ.નં.	ટેન્ડર અ.નં.	વિગત	યુનિટ	દર	ટીપ્પણી
૧.		કપચી	ચ.મી.		ખાણ
૨.		ગ્રીટ	ચ.મી.		ખાણ
૩.		બલ્ક આસ્ફલ્ટ	ચો.ટન		
૪.		કામર કામની મજૂરી	ચો.ટન		

(૪) પુલાના કામોના કામના સ્થળ ઉપરના ભાવ

અ.નં.	ટેન્ડર અ.નં.	માલસામાનની વિગત	ખાણ પ્રાપ્તિ સ્થાન	લીડ કી.મી. (સરેરાશ) યુનિટ	યુનિટ	દર રૂ.
		મશીન કરડ મેટલ			ચ.મી.	
		કપચી			ચ.મી.	
		ગ્રીટ			ચ.મી.	
		રેતી			ચ.મી.	
		વાઈ ટેન્સાઈલવાયર			ચો.ટન	

એકરાર પત્ર

ઉપરોક્ત પરિશિષ્ટોમાં આપેલ દર ટેન્ડરમાં બદલેલ ભાવોની ચકાસણી અંગે તોઈ તે ખાતાને અંતગત રહેશે નહીં તેમજ તેનાં દરોએલ ખાણ મધ્યકેથી સ્પેસીફિકેશન મુજબનો માલસામાન નહીં મળે તો તે સ્પેસીફિકેશન પ્રમાણેનો માલસામાન ખાતું માન્ય કરે તે અન્ય જગ્યાએથી લાવી આપીયું. જે માટે કોઈ વળતરનો કલેઈમ મુકવામાં આવશે નહિ.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

ANNEXURE - 3 **PERFORMANCE BOND** **(see clause No. 1)**

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

Principal (Contractor)

Surety (Scheduled or Nationalised Bank)

Sum of bond (express in words and figures)

Contract No. and date of contract

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

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

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

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

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

In the presence of witness

Principal

Individual

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

by affix Corporate Seal

Attested

Corporate surety

Business address

Affix by corporate Seal

Title

For and on behalf of the Employer

Signature of the contractor :

કર્તાકર્તાની સહી :

Signature of the Executive Engineer :

મુખ્યકર્તાની સહી :

ANNEXURE-4 LIST OF WORKS ALREADY COMPLETED BY THE TENDERER

ઉજારદારે પૂર્ણ કરેલ કામોની યાદી

Sr. No.	Name of work	Place	Cost on completion	Time taken in months To complete the work	Remarks
ક્રમ નં.	કામનું નામ	સ્થળ	પૂર્ણ કરેલ કામની કિંમત	કામ પૂર્ણ કરવા માટે લીધેલ સમય (માસમાં)	ટિપ્પણી
1	2(a)	2(b)	3	4	5

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

નોંધ : સંબંધિત અધિકારીનું જરૂરી પ્રમાણપત્ર રેન્ડર સાથે ચાલવું.

Signature of Tenderer with Date/ ઉજારદારની તારીખ સાથેની સહી

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

ઉજારદાર તાલે સારી અને ચાલુ હાલતમાં હોય તેવા યંત્રો અને મશીનોની યાદી

Sr No.	Plant or Machinery	Location	Age of Machinery	Make	Capacity	Approximate Value	Remarks
ક્રમ નં.	મશીનો અથવા યંત્રો	સ્થળ	મશીનોની ઉંમર	બ્રાન્ડનામું	સામર્થ્ય	અંદાજિત કિંમત	ટિપ્પણી
1	2(a)	2(b)	3	4	5	6	7

Signature of Tenderer with Date/ ઉજારદારની તારીખ સાથેની સહી

ANNEXURE-6 DECLARATION REGARDING WORKS ON HAND WITH TENDERER

ઉજારદારના હાથ પર હોય તેવા કામોની વિગત

Sr. No.	Name of Work	Place	Estimated Cost	Date of Issue of work order	Stipulated period of completion	Amount of work done on date of filing tender	Brief details of delay if any	Remarks
ક્રમ નં.	કામનું નામ	સ્થળ	અંદાજિત કિંમત	કામ હેતુ કસ્ટોમર બેઠકના તારીખ	કામ પૂર્ણ કરવાની વિગત	રેન્ડર સમયે તારીખ સુધી કામ કરેલું	કામમાં થયેલ વિલંબની વિગત	ટિપ્પણી
1	2(a)	2(b)	3	4	5	6	7	8

Signature of Tenderer with Date / ઉજારદારની તારીખ સાથેની સહી

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

નોંધ - આમલ કામ જે માસમાં રેન્ડર માંગવામાં આવ્યું હોય તે પહેલાના માસના અંત સુધી કરેલ કામોની રકમ દર્શાવવી.

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

ANNEXURE 7 : Special Conditions of Contract

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

Special Condition No-2 : If the item Specifications provide for mixing wetmix Macadam at plant site, the three Registers prescribed to be maintained for Asphalt items on the basis of Hot-Mix Plant as per P.W.D. Circular No 2319/1974/ 22/4 dt. 01/01/1974 shall be maintained in which the detail of Gate Pass, Weight etc. shall be recorded however mixing on site will not be permitted and no payment will be made for mixing on site. The payment for such item will not be made on the basis of weight of wetmix as per Gate Pass but will be made on the basis of thickness of layer achieved after density test of volumetric quantity, as provided in the specifications of such item. (R&B circular No. 4439-1022234-243-11 dt. 27/11/2019)

Signature of the contractor :

ઉજારદારની સહી :

Signature of the Executive Engineer :

શાસક ઉજારદારની સહી :

SCHEDULE 'A' અનુસૂચિ 'ક'

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

જે કામ હાથ પડવા માટે કંટ્રાક્ટ કરાવેલી હોય તે કામમાં બાંધકામ વિભાગના સ્ટોરમાંથી પુરો પાડવાનો માલસામાન (આશરે) અને તે અંગે વસુલ લેવાના દર દર્શાવતી અનુસૂચિ

Particulars	Approximate quantity	Rate at which the materials will be charged in the Contractor		Price of delivery
વિવરણ	અંદાજીત ક્તિયા	કંટ્રાક્ટર માટેની માલસામાન માટે લેવાનો થતો દર		ડિલિવરીનું સ્થળ
1	2	3	4	5
		Unit એકમ	Rate in Rupees ભાવ રૂપિયામાં	

નોંધ : ૧ : આ કામમાં વાપરવા સીમેન્ટ અથવા સ્ટીલ તથા કોઈપણ કામમાં માલસામાન, કામગીરી વિભાગ તરફથી પુરો પાડવામાં આવશે નહીં. (મા.મ.વિ. ઠરાવ ક્રમાંક ટીએનસી-૧૦૮૮-IB-૨૨૦-૧૮-અ, તા. ૩૧-૩-૦૫) પરંતુ નર્મદા, જલસંપત્તિ અને ૧૯૬૧ પુરવઠા નિભાગ દ્વારા કામમાં વાપરવા જરૂરી સ્ટીલ વિભાગ દ્વારા પુરો પાડવાની જોગવાઈ તા. ૨૩-૬-૯૯નાં વિભાગના હવાલ ક્રમાંક એસ.ટી.એલ/૧૦૮૮/કે/૫૮/ભાગ (૬) દ્વારા ચાલુ રાખવામાં આવે છે. આ અંગે લેટ્સુલ-એમાં જે જોગવાઈ કરવામાં આવે તે આપરી ગણાશે.

નોંધ : ૨ : સીમેન્ટ જ્યારે સીમેન્ટ ઉજારદાર દ્વારા કામમાં વાપરવા આવવામાં આવે ત્યારે આવો સીમેન્ટ ઉજારદાર ચાઈ.એસ. પ્રમાણપત્રવાળા તથા મુખ્ય ઉત્પાદક કંપનીમાંથી સીધી રીતે મેળવવાનો રહે છે, અને તેની ખરાઈ માટે તેનાં ચુકવણીના બીલો કા.ઈ.ઓને રજૂ કરવામાં રહેશે. આવો સીમેન્ટ કંપનીના અધિકૃત વિકેતા પાસેથી ખરીદી શકાશે નહીં, પરંતુ ભારતીય સરકાર દ્વારા મુજબ ચુકવણી કરવા અંગેની અગતરીમાં લેવાના સીમેન્ટનાં ભાવો અધિકૃત વિકેતા પાસેથી મેળવી શકાય, પરંતુ અધિકૃત વિકેતા પાસેથી ખરીદી કરી શકાય નહીં. (તા. ૨૪-૬-૯૯નો મામલો પરિપત્રક ટીએનસી/૧૦૮૮-આઈબી/૧૮) સ)

નોંધ : ૩ : જ્યારે લોખંડ ઉજારદાર દ્વારા લાવવામાં આવે ત્યારે તે અંગેની બીલ અસલમાં કા.ઈ.ને રજૂ કરવામાં રહેશે. અને આવા સ્ટીલનું મેરી લેબોરેટરી કે ઉજારદારી હોલેજ કે પોલીટેકનીમાં ટેસ્ટીંગ કરાવવા આદેશ સ્ટીલ કામમાં વાપરવા દેવામાં આવશે.

નોંધ : ૪ : કામગીરી જ્યારે કામમાં વાપરવા કામગીરી ઉજારદાર દ્વારા લાવવાનો હોય ત્યારે તે કામગીરી ઉજારદારે ઓઈલ રીફાઈનરીમાંથી પેટા ભારી ત્યાંથી જ સીધો ખરીદવાનો રહેશે. આ અંગે ઉજારદારે પુરી કરવાની સરતો નીચે મુજબ રહેશે. (૧) ઉજારદાર કામગીરીમાંથી લાવ્યા તે અંગેની બીલ અસલમાં કા.ઈ.ને રજૂ કરવામાં રહેશે. (૨) રીફાઈનરીનાં એટલાસ પ્લાન્ટ બીલ સાથે સામેલ કરવામાં રહેશે. (૩) કામગીરી ટેન્કરમાં લાવવામાં આવે કે ટેન્કરનો વાહન નંબર બતાવવાનો રહેશે. (૪) કામગીરી ઉજારદારની એડવાન્સ પેમેન્ટ અથવા સિલ્કોર્ડ એકલાસ રાખી શકશે નહીં. (૫) ઉજારદારે રજૂ કરેલ રકમ બીલમાં કામગીરી (કોલોનીટી અને) ઉલ્લેખ કરી જોઈએ. આ અંગે ઉજારદારે કામગીરી એડ અંગેની ટેન્કર રીફાઈનરી/એડ અંગેની પ્રમાણપત્ર રજૂ કરવામાં રહેશે. (૬) ઉજારદારે કામગીરી આવક/તપરાશ/બચત અંગેની રજીસ્ટર પ્લાન્ટ/ચાઈટ ઉપર નિભાવવામાં રહેશે. (મા.મ.વિ. પરિપત્ર ક્રમાંક એસ.ટી.એલ-૧૦૮૮-૨૨-અ, તારીખ ૨૭-૧-૯૯ અને ૨૧-૧-૯૯)

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 : ટેન્કર રજૂ કરનાર વ્યક્તિ કે એજીએ ટેન્કર રજૂ કરતા પહેલાં તેને આપવામાં આવતા ફોર્મમાં લવાલાના ઉજારદાર ઉપરની અનુસૂચિમાં દર્શાવી આપ્યા હોય તેની ખાતરી લેવી.

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

નોંધ : ૬ : કોઈ કામ માટે કંટ્રાક્ટરને વિનામૂલ્યે પુરો પાડવાનો માલ-સામાન અનુસૂચિ 'અ' તેમજ કંટ્રાક્ટરના કરાર સાથે જોડેલી વિગતોની યાદી ઉપરાંત અનુસૂચિ 'ક' માં જણાવવું.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યવાહક ઉજારદારની સહી :

SCHEDULE 'B' અનુસૂચિ 'બ'

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

Items No. બાબત નંબર	Quantities estimated but may be more or less અંદાજિત જથ્થો જે અંદાજીત થતા થી રહે	Item of work કામની બાબત	Estimated Rates અંદાજિત દર		Unit મુકમ	Total amount according to estimated quantities અંદાજિત જથ્થા અનુસાર કુલ રકમ
			In figures આંકમાં Rs. Ps. રૂ. પૈ.	In words શબ્દોમાં		
1	2	3	4	5	6	7
As per separate sheet attached						

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

* Estimated amount

Put to tender Rs.

Deduct :% below Rs.

Net Rs.

In words

* Estimated amount

Put to tender Rs.

Add :% above Rs.

Total Rs.

In words

* (Please strike out whichever is not applicable).

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

નોંધ : ૧ બધું જ કામ બાંધકામ વિભાગની પુસ્તિકા અને ડિવિઝનની બીજી ખાસ લિગત 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 his signature.

નોંધ : ૨ અનુસૂચિમાં બધા ખાનાની લિગતો સહીથી ભરવી અને છેલ્લા ખાનાની નોંધોનો સરવાળો કરી કંટ્રાક્ટરે 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 પુરું થાય તે વખતે) દરેક રીતે સાફસુકી કરવાનો સમાવેશ થાય છે. અને તે દર તમામ પરિસ્થિતિ, સ્થળ, ભેજ, હવામાન વગેરે હેઠળ કામ માટે અમલમાં રહેશે.

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

નોંધ : ૪ જરૂર જણાય વધારાના કાગળો જોડી ચાલું રાખવું.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

Also Available at: ગુજરાત બુક ઓર્સ (પ્રા.) લિમિટેડ, બી - ૨૦, ડિસ્ટ્રીક્ટ શોપીંગ સેન્ટર, સેક્ટર - ૨૧, ગાંધીનગર

(૧૫-૩-૨૦૨૨ સુધીના સુધારા સાથે)

SCHEDULE - C

(See clause No. 2)

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

Time Schedule of Completion

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

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

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :