

FORM B-1

ફોર્મ બ-૧

VAGHODIYA NAGARPALIKA

વાઘોડિયા નગરપાલિકા

PERTCENTAGE RATE TENDER AND CONTRACT FOR WORKS

કામો માટેનું ટકાવારી દરવાણું ટેન્ડર કોન્ટ્રાક્ટ

Name of Work :-

Annual Rate for the Financial Year 2026-27 for Repairing and Maintainance of different works for Vaghodiya Nagar Palika.

Dept. - વિભાગ :

VAGODIYA Nagarpalika Dept., VAGHODIYA

ટેન્ડરની આખરી
તારીખ:

05/07/2026

૧૮.૦૦ કલાક સુધી

ટેન્ડર સ્વીકારવાની છેલ્લા તારીખ :

05/07/2026

કચેરીના કામકાજના ૧૮.૦૦ કલાક સુધી

ફીઝીકલ બીડ મોકલવાની આખરી તારીખ :-

ડોક્યુમેન્ટ તથા તમામ સાધનીક પુરાવા તા. 08/07/2026
સુધીમાં ફક્ત રજી. પોસ્ટ દ્વારા જ સ્વીકારવામાં આવશે,
મુદત બાદ આવેલ ટેન્ડર અમાન્ય ગણવામાં આવશે.

ટેન્ડર ખુલવાની તારીખ

:- તા. 09/07/2026

MEMORANDUM OF WORKS IN BRIEF

કરવાના કામની ટુકમાં યાદી

- 1) Name of work કામનું નામ **Annual Rate for the Financial Year 2026-27 to 2027-28 for Repairing and Maintainance of different works for Vaghodiya Nagar Palika.**
- 2) Estimated Cost - અંદાજીત કિંમત **Rs. -**
- 3) Earnest Money - બાનાની રકમ **Rs. 50,000.00** (EMD will be retain as Security deposit up to completion of the tender)
- 4) Validity period of tender offered 120 days from the stipulated date of opening of price bid but no modification shall be allowed after down loading of tender.
ઓફર કેટલા દિવસ ખુલ્લી રહેશે. ટેન્ડર ના પ્રાઈસબીડ ખોલ્યા તારીખ થી ૧૨૦ દિવસો સુધી ડાઉન લોડ થયા પછી (વેલીડીટી સમય પુરો થાય ત્યાં સુધી) કોઈ ફેરફાર કરી શકાશે નહીં.
- 5) Security Deposit - જામીનગીરી અનામત કુલ 5 % **Rs**
(i) To deducted from bills 5 % **Rs.**
(i) રજુ બીલમાંથી કપાત રૂ.

Total એકંદરે કુલ રૂ.
- 6) Tender Fee **Rs. 1000.00(Non Refundable)**
- 7) Time allowed for completion of the work from the date of written order to commence As per Separate Work Order
(કામવાર આપવામાં આવતા વર્ક ઓર્ડર માં દર્શાવ્યા મુજબ)
કામ શરૂ કરવાના હુકમ મળ્યા તારીખથી કામ પુરૂ કરવા માટેનો મળવાપાત્ર સમય
- 8) Other details - અન્ય વિગતો
(i) Date on or before which the tender must be submitted Online.
(૧) ટેન્ડર ઓનલાઈન પર ભરીને વેબસાઈટ પર મુકી દેવાની છેલ્લી તારીખ
(ii) Mode of sending the tender (a) Online through e-tendering only.
(૨) ટેન્ડર મોકલવાની પદ્ધતિ (ક) ઓનલાઈન થ્રુ ઈ-ટેન્ડરીંગ દ્વારા
(b) Tenders sent by post will be Out right rejected. (ખ) સાદી ટપાલથી મોકલેલ ટેન્ડર સીધું રદ કરવામાં આવશે.
(iii) Description essential to be made on bid (a) Name of Work (ક) કામ નું નામ
(૩) મહોરબંધ કવર પર દર્શાવવાની જરૂરી વિગત (b) Last date of receiving the tender (ખ) ટેન્ડર સ્વીકારવાની છેલ્લી તારીખ
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Pages 5 & 6 are E-tendering of B-1 Tender Forms only

DATA SHEET For B-1 E-Tendering

(A) Details of Tender Item :-

Sr. No.	Name of Work	Estimated Tender Value (Rs. in lacs)	EMD (Rs.)	Tender fee in (Rs.)	Total Security Deposit @5%	Validity of the Tender
1	2	3	4	5	6	7
	As per Cover page of Form B-1	-	50,000	1000.0	5% From Bill	120 Days

(B) Eligibility : Class E2 & E1 and above (Eligibility Criteria attached as per separate sheet)

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

- (i) Site Visit (if any) On Date - N.A.
Venue : - N.A.
- (ii) Downloading of tender documents Start & From Date 00/00/0000 To
End Date Up to Date 05/07/2026 Till 18.00 hrs
- (iii) Online submission of bid Up to Date 05/07/2026 Till 18.00 hrs
- (iv) Submission of EMD, Tender fee Submission in electronic format only through online by
and other documents scanning and then the same should be sent in original by
R.P.A.D only to Chief Officer, VaghodiyaNagarपालिका,
VaghodiyaBy 08/07/2026
- (v) Online Opening of Bid On Date 09/07/2026 : 12.00 hrs
Venue : Nagarpalika, Vaghodiya
- (vi) Bid Validity period 120 days from the last date of downloading Bids
- Bidders can download the tender documents free of cost from the website <https://nprocure.com>
 - Bidders have to submit bid in Electronic1z 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 Dept. of GNFC Ltd., who are licensed certifying Authority by Govt. of India.

(D) (i) Bid Inviting authority **Chief Officer, Vaghodiya Nagarpalika,**

Vaghodiya

(ii) Bid Opening Authority Chief Officer, Vaghodiya Nagarpalika,
Vaghodiya

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

The list of certifying agencies are as mentioned under:

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

As a result of E-tendering the information / Instructions on Pages 5 to 13 following may be read as modified below:-

Page - 5: Para 5 is deleted and Paras 4, 9 and 12 on these pages are substituted as under.

NOTICE INVITING TENDER

4. Bid document can be downloaded & Submitted in Electronic Format on web site www.nprocure.com/ from 05/12/2024 to 18/12/2024 18:00 hours

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

12. The offered bid will be opened at 23/12/2024 hours after 12:00 clock in the presence of bidders who may choose to remain present in the office of the Bid opening Authority Specified in bid document.

Page-8 આ પાના ઉપરની સુચના ર. ૧ નીચે મુજબ સુધારી વાંચવી અને સુચના ૪ તથા ૫ રદ ગણવી.

2.1(i) The Bids shall be offered in Electronic format only on online website www.nprocure.com/ / www. till the date and time shown on Page 2 supra.

(ii) **Late/Delayed physical receipt of tender fee, EMD & other document**

After online submission of tender, tender fee EMD & other documents should reach the office of tender opening authority within time and last date stipulated for the purpose in any of the modes of physical submission, the same is received early or later than the time Specified will not be accepted in any case, their bid will not be opened online and will be considered as NON-RESPOSIVE.

Page-9 Instruction 8 : words "digitally " be added between "be' and "Initialed"

Instruction 9, 10, 10A and ૧૨૬ are deleted

Instruction 11: is renumbered as 9 and substituted as under: - "9" In addition to the above, the bid will also be liable to be rejected if:-

(i) The bidder proposes any alteration in the work specified or in the time allowed for carrying out the work or any condition or correction made in any code or mode of Schedule-B or Specifications

(ii) The bidder or the person authorised to sign on behalf of the bidder does not digitally sign the bid offer.

Page-11 The writing in lower part of this page beginning with "OR" is deleted and Rules 2 and 4 are modified as under:- "2" The bidder or the person authorised to sign digitally on behalf of the bidder shall sign the bid document. The Copy of legal status of bidder (partnership Deed or Articles of Association of the Company) along with authority to sign digitally on behalf of the bidder will be furnished along with other documents to be dispatched physically. "4" The words "at what rate, he is willing to undertake each items of work in second line of this instruction may be substituted to read as at what percentage above or below he is willing to undertake the work"

Page-12 Instruction No. 11 is deleted.

Page-13 Instruction No. 17 is substituted as under.

The tender for the work shall remain open for a period of 365 days or decided by the municipality counted from the last date of on line submission of bid.

Signature of the contractor:

કો-ટ્રાક્ટરની સહી:

Signature of the Chief Officer:

ચીફ ઓફીસરની સહી

NOTICE INVITING TENDERS

1. Tenders are inviting for The work “Annual Rate for the Financial Year 2024-25 to 2026-27 for Repairing and Maintainance of different works for VaghodiyaNagar Palika.”, Dist. Baroda. (The work is estimated to cost of This estimate however, is given as a rough guide.
2. The work are required to be completed within **As per Separate work order of particular work after approval of the rates and** 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 Dept/W.R.D. Contract. Contractors Registered in appropriate category **with R & B Deptt. of Govt. of Gujarat** and above 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 work .if they do so, all such tender shall be liable to be rejected.
4. Applications for issue of tender documents shall be submitted to **Chief Officer Vaghodiya Nagarpalika Dept., Vaghodiya**. So as to reach his office not later then **(as mentioned above) during office hours**.
5. Tender documents consisting of condition, specification, Schedule(s) of quantities of the various classes of work to be done.
6. Copies of other drawings and documents pertain to tender and signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tender at the following offices during working hours between the dates mentioned in clause 5 above.
(a) C.O., Vaghodiya Nagarpalika, Vaghodiya
(b) M.E, Vaghodiya Nagarpalika, Vaghodiya
7. Tenderer is 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 tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tool and plant etc. will be issued to him, by Nagarpalika/ Government and local conditions and other factors bearing on the execution of the works.
9. A tender should quote in figures as well as in words the rate(s) tendered. The amount for each item should be worked out and the requisite total given. Special care shall be taken to write rates in figures as well as in words and the amount 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 tender 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. Physical Tender shall be received Registered Post A.D. by **Chief Officer, Vaghodiya Nagarpalika, Vaghodiya** up to Office Hours up to **08/07/2026** (date) and shall be opened at **12:00 hours** on **09/07/2026** on the presence of tenders who may be present as per the rule of 4” General Rules and Directions for the Guidance of Contractors” Printed in this form.
13. In the case of contractors who have not furnished standing security earnest money of **Rs. 50,000.00** FDR in favor of **Chief Officer, Nagarpalika, Vaghodiya** of a scheduled or Nationalized bank is liable to be rejected.
14. A tender shall submit the tender which satisfied each and every condition laid down in this notice and tender documents, failing which the tender will be liable to be rejected.
15. Nagarpalika Vaghodiya does not bind himself to accept the lowest or any tender or to give any reasons for the decision.
16. This notice of tender shall form part of the contract documents. For and behalf of VaghodiyaNagarpalika

Date :

Signature :

Designation : _____

FORM - B 1 / ફોર્મ – બ ૧

VAGHODIYANAGARPALIKA

PERCENTAGE TENDER AND CONTRACT FOR WORKS

કામો માટેનું ટકાવારી – દરવાજું ટેન્ડર અને કોન્ટ્રાક્ટ

ADDITIONAL INSTUCTIONS TO PERSONS TENDERING : ટેન્ડર ભરનારને વધારાની સુચનાઓ

- Competency of Tender** – No contract will be awarded except to responsible bidders capable of performing the class of works contemplated. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within in the time stipulated. Contractor may be required to furnish the department with the statement as to their experience and their financial status.
- Tenderer will be deemed to have inspected the site and to have satisfied as to the nature of all works, all existing roads, water-way and other means of communication and access to and from the site and work and 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 and as to acquisition of such additional sites and areas as may be necessary for temporary purpose for constructing, completing and maintaining the works.
- 2.1** The tenders shall be received only under “**ONLINE THROUGH E-tendering**” No other system, namely receiving of tenders by Hand Delivery ‘or’ by Express Delivery ‘or’ in person, should be adopted under any circumstances .
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 after time & the date specified in the tender notice shall not be received by the concerned office,
III : Necessary records should be maintained for refusal of such tenders in the registers for receiving tenders and should be initialed by the concerned Chief Officer.
- Payment:-** The tender must understand clearly that the rates quoted are for completed works and include all costs due to labour, scaffolding plant, supervision, service works, power, royalties and octroi etc. , and to include all extras to cover the cost of night work if and when required and no claim for additional payment beyond the price/rates quoted will be entertained and the tenderer will not be entitled subsequently to make any claim on the ground of misrepresentation or on the ground that he was supplied with information given by any person (whether the member is the employee of Public Works Department or not) . Any failure on his part to obtain all necessary information for the purpose of making his tender and filling the several prices and rates therein shall not relieve him from any risks or liabilities arising out. Of or consequent upon the submission of the tender.
- Tender Forms** – Every ‘blank’ in the form of the tender and in the schedule must be filled up by the tenderer and must return the document sent herewith.
- Bidders can prepare and edit their offers number of times before tender submission date and time. After tender submission date and time, bidder can not edit their submitted offer in any case. No written or online request in this regard shall be granted.
Contractors to please read this Carefully: કોન્ટ્રાક્ટરોએ નીચેની બાબતો કાળજી પુર્વક વાંચવા વિનંતી છે.
- The percentage in Schedule ‘B’ must be given in words and figures. Amount thus worked out must also be entered in column and grand total of amount must be struck out by the tenderer.
- વધુ કે ઓછાની ટકાવારીના દર શબ્દો તેમજ આંકડામાં આપવા. ટેન્ડર ભરનારે આ રીતે બનતી રકમ પણ ખાનામાં નોંધવી અને રકમનો કુલ સરવાળો મુકવો.
- If the tender is taken in favour of the company, a power of attorney in favour of the person who may have signed the tender for the company must accompany the tender.
- કોઈ કંપનીને નામે ટેન્ડર લેવામાં આવ્યું હોય તો કંપની વતી ટેન્ડર પર સહી કરનાર વ્યક્તિને અધિકૃત કરતું મુખત્યારનામું ટેન્ડર સાથે રજુ કરવાનું રહેશે.
- Solvency certificate of a Bank of an amount up to 20% of the tendered cost plus the amount of works on hand still to be executed will have to be produced by the contractor.
- ટેન્ડરમાં ભરેલ કુલ ખર્ચ વત્તા બાકી હોય તેવા હાથ ધરેલાં કામની રકમના ૨૦ ટકા જેટલી રકમ અંગે બેંકનું પ્રમાણપત્ર કોન્ટ્રાક્ટરે રજુ કરવાનું રહેશે.
- Challan for earnest money @ 1% of the estimated cost must accompany the tender. Tenderer may pay earnest money up to Rs.50,000 in cash or in the form of Crossed Demand Draft or fixed deposit of fixed deposit at-call receipts with a validity period of not less than six months of Nationalized or Scheduled Bank having 5 year standing drawn in favour of Chief Officer/Dept.al Officer concerned . Earnest money by cheque & Bank

Guarantee shall not be accepted. vide R & BD G.R. No. TNC/1090/(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 Bank or Nationalized Bank 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 paid only in the form of cash or crossed demand drafts or fixed deposit receipts or deposit at call receipts worth the validity period of not less than 6 months of the nationalized or Scheduled or Co-operative Banks having five years standing.

No secured exemption certificate will be accepted.

If the contractor do not turn up to pay the Security Deposit and execute contract agreement within specified (or extended) time after intimation to him about acceptance of this offer, the earnest money paid for this work will be forfeited and according to clause -1 of this tender form tenderer's tender shall be rejected and then according to aforesaid provision of tender, action to blacklist the contractor will be initiated without Delay.

5. The contractor shall have to furnish Income Tax Clearance Certificate before his tender is accepted and intimate assessment number and ward under which he is assessed.
૫. પોતાનું ટેન્ડર સ્વીકારાય તે પહેલા કોન્ટ્રક્ટરે આવકવેરો ચુકતે કર્યાનું પ્રમાણપત્ર રજુ કરવું પડશે અને આકારણી નંબર અને જે હેઠળ આકારણી કરાઈ હોય તે વોર્ડ અંગેની જાણ કરવાની રહેશે.
6. Copies of certificate as regards previous experience, if any, must accompany the tender.
૬. અગાઉનો કોઈ અનુભવ હોય તો તે અંગેના પ્રમાણપત્રની નકલો ટેન્ડરો સાથે રજુ કરવાની રહેશે.
7. Declaration showing all works on hand with the Contractor and the value of works that remains to be executed in each case must accompany the tender.
૭. દરેક કેસમાં કોન્ટ્રક્ટરના હાથ પરના બધા કામ અને કરવાના બાકી હોય તેવા કામના મૂલ્ય અંગેનો એકરાર ટેન્ડર સાથે કરવાનો રહેશે.
8. All pages of Schedule 'A' and 'B' and specifications should be initialed by the Contractor.
૮. અનુસૂચિ 'ક' અને 'ખ' ના તમામ પાના અને વિગતો પર કોન્ટ્રક્ટરે ટુંકી સહી કરવી.
9. All corrections, erasures and overwriting should be initialed by the Contractor.
૯. તમામ સુધારા, છેકછાક અને ઘુટેલા લખાણ પર કોન્ટ્રક્ટરે ટુંકી સહી કરવી.
10. Discrepancies and adjustment of Errors:
Any error in quantity or amount in Schedule 'B' showing items of works 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 in totaling in 'amount' column in carrying forward totals shall be corrected.
d) Any rounding of amount against "items" or in "totals" shall be ignored.
The tendered sum so altered shall for the purpose of the tender be substituted for the sum originally tendered and considered for acceptance.
10. i) It may please be noted that the tender will be considered as invalid, especially, if the requirements as per instruction No.1 to 10 above are not complied with before submitting the tender. Also please read carefully the face sheet and 'General Rules and Directions for the guidance of contractor's of ભાગ () : ૨? ઈ
૧૦. ૧. ટેન્ડર રજુ કરતા પહેલા ખાસ કરીને ઉપરની સુચતા નં ૧ થી ૧૦ માંની જરૂરીયાતોનું પાલન કરવામાં આવ્યું નહીં હોય તો ટેન્ડર અમાન્ય ગણવામાં આવશે તેની નોંધ લેવા વિનંતી છે. વળી આ ફોર્મનું મુખ્ય પૃષ્ઠ અને કોન્ટ્રક્ટરના માર્ગદર્શન માટે સામાન્ય નિયમો અને સુચનાઓ પણ કાળજીપૂર્વક વાંચવા વિનંતી છે.
10. ii) Right is reserved to reject any or all tender(s) without assigning any reason (s) therefore.
૧૦. ૨. કોઈપણ કારણ દર્શાવ્યા સિવાય કોઈપણ કે બધા ટેન્ડરો અસ્વીકાર કરવાનો હક અબાધિત રહે છે.
- 10-A The tender documents shall have to be filled in.
11. In addition to the above, the tender will also be liable to be rejected outright it-
૧૧. ઉપરની બાબતો ઉપરાંત ટેન્ડર નીચેના સંજોગોમાં તરત અમાન્ય ઠરવાને પાત્ર થશે.
i) The tenderer proposes any alteration in the work specified or in the time allowed for carrying out the work or any condition or correction made in any code or mode or Schedule 'B' or specifications.
૧) ટેન્ડર ભરનાર, નિયત કામ અથવા કામ માટે મંજૂર કરેલ અથવા અનુસૂચિ ખ ના કોઈ કોડ અથવા પદ્ધતિ અથવા વિગતોમાં મુકેલ શરત અથવા સુધારામાં કોઈ ફેરફાર સૂચવતા હોય.
ii) Any of the page of the tender is/ are removed or replaced
૨) ટેન્ડરનું કોઈ પાનું કે પાના કાઢી નાખ્યું / નાખ્યા હોય કે બદલ્યું / બદલ્યા હોય
iii) All corrections, additions or pasted slips are not initialed by the tenderer.

- ૩) બધા સુધારા વધારા અથવા ચોટાડેલી કાપલીઓ ઉપર ટેન્ડર ભરનારે ટુંકી સહી ન કરી હોય
- iv) Any erasure is made by him in the tender and.
- ૪) ટેન્ડરમાં તેમણે કોઈ છેકછાક કરી હોય, અને
- v) The tenderer or in the case of a firm, each partner or the person holding the power of attorney thereof does not sign or signature is /are not attested by a witness on page, 15 of the tender in the space provided for the purpose.
- ૫) ટેન્ડર ભરનાર અથવા પેઢીની બાબતમાં દરેક ભાગીદાર અથવા તે અંગેનું મુખત્યારનામું ધરાવનાર વ્યક્તિ સહી ન કરે અથવા ટેન્ડરના પાના ૧૫ ઉપર તે માટે રાખવામાં આવેલી જગ્યામાં સહી / સહીઓ ઉપર કોઈ સાક્ષીએ સાખ કરી ન હોય.
12. A certificate of registration as approved contractor should be attached with tender.
૧૨. માન્ય કોન્ટ્રાક્ટર તરીકે નોંધણીનું પ્રમાણપત્ર ટેન્ડર સાથે જોડવું.

DECLARATION FORM - એકરારનું ફોર્મ

- (i) I/We hereby declare that I/We have visited the site and fully acquainted myself/ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting this tender.
૧. હું / અમે આથી એકરાર કરું છું / કરીએ છીએ કે આ ટેન્ડર રજૂ કરતાં પહેલાં મેં. / અમે સ્થળની મુલાકાત લીધી છે અને કામને લગતા માલસામાન, મજૂર અને બી બાબતોને લગતી સ્થાનિક પરિસ્થિતિની જાત-માહિતી મેળવી છે.
- (ii) I /We hereby declare that I/We have carefully studied the conditions of contract, specifications and other documents of this work and agree for execute the same accordingly.
૨. હું / અમે આથી એકરાર કરું છું / કરીએ છીએ કે આ કંટ્રાક્ટરની શરતોની વિગતો અને ટેન્ડરને લગતા દસ્તાવેજો કાળ પુર્વક અભ્યાસ કર્યો છે અને તે મુજબ તેનો અમલ કરવા સંમત છું / છીએ.
- (iii) We agree to receive payments, if delay is due to late receipt of grant.
૩. કરેલ કામોના ચુકવણાં નગરપાલિકાની નાણાંકીય ઉપલબ્ધીના આધારે થશે, આ અંગે ચુકવણું કરવામાં વિલંબ થાય તો તે ચુકવણું વિલંબથી લેવામાં અમારી સંમતિ રહેશે.

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

- (iv) I/We hereby declare that my/our near relative are not working in this Dept. or in its sub-Dept. as an Ex.Engineer, Deputy Chief Officer, Assistant Engineer, Additional Assistant Engineer, overseer, Dept.al Accountant , Store, Keeper, Manager or Atithi/Vishram Gruha and in the circle as a Superintending Engineer in addition for Panchayat works not working nor having posting as chairman of P.W committee or as incumbunt in Jilla Panchayat at today.
૪. હું / અમે આથી એકરાર કરું છું / કરીએ છીએ કે મારા/ અમારા નજીકના સગા આ નગરપાલિકાની કચેરીમાં ચીફ ઓફીસર, નાયબ ચીફ ઓફીસર, મદદનીશ ઈજનેર, અધિક મદદનીશ ઈજનેર, ઈજનેર ઓવરસીયર, વિભાગીય હિસાબનીશ સ્ટોરકીપર, અતિથિ / વિશ્રામગૃહના મેનેજર તથા અન્ય પદાધિકારી તરીકે હાલ ટેન્ડર ભરવાની તારીખે કામ કરતા નથી, કે હોદ્દો ધરાવતા નથી.

General Rules and Directions for the Guidance of Contractors

- All works proposed to be executed by the contractor shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Chief Officer and signed by the Chief Officer.
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 specifications, designs and drawing and estimated rates, and any other documents, required in connection with work which shall be signed by the Chief Officer for the purpose of identification shall also be open for inspection by Contractor at the office of the Chief Officer during office hours.
Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the Nagarpalika, such specifications with designs and drawing shall form part of the accepted tender.
- In the event of tender being submitted by a firm. It must be signed separated by each partner thereof or in event of the absence of any partner it shall be signed on his behalf by person holding a power of attorney authorising him to do so. Details of partner will be furnished in Annexure-I along with the copy of partnership.
- Receipts for payment made on account of any work, when executed by a firm , shall also be signed by all the partners except where the Contractors are described in their tender as a firm in which case the receipts shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

4. 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.
6. The officer competent to dispose off the tenders shall have the right of rejecting all or any of the tenders.
7. No receipt for any payment alleged to have been made by a Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Nagarpalika/ Government unless it is signed by the Chief Officer.
8. The memorandum of the work to be tendered for and the schedule of materials to be supplied by Public Works Department and there rates shall be filled in and completed by the office of the Chief Officer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he
9. Under no circumstances shall any Contractor be entitled to claim enhanced rate for any items in this contract.
10. Every contract shall, unless exempted in writing by the Superintending Engineer concerned, produce along with this tender a solvency certificate of his financial ability from the Collector of the district within which he resides or a Banker's certificate. If he fails to produce such a certificate his tender will not be considered.
11. All corrections and additions or pasted slips should be initialed.
12. The measurements of work will be taken according to the usual method in use in the Public Works Department or as specified in technical specification and no proposals to adopt alternative methods will be accepted. The Chief Officer's decision as to what is the usual method in use in the Public Works Department will be final.
- 13 The Insurance Company's bond will not be accepted against the security deposit.
- 13-A. In the event of any other of discrepancy in write up to tender documents the contractor will not take any undue advantage of such error or discrepancy and Engineer In Charge shall have power to interpret and decide correct meaning of contradictory erroneous writing..
14. The Contractor will have to construct a shed for storing controlled and valuable materials issued to him under schedule 'A' of the agreement at work-site having double locking arrangement. The materials will then be taken for use in the presence of the Department person. No materials will be allowed to be removed from the site of work.
15. No foreign exchange will be released by the Department for the purpose of plant and machinery required for the execution of the work contracted for.
16. Controlled materials (Essentiality Certificate) ૧૬. નિયંત્રણ માલસામાન (આવશ્યક પ્રમાણપત્ર)
 - (i) As regard controlled materials, the Public Works Department will help to arrange for the permit as far as possible and help the Contractor in securing the same. All incidental charges met with in procuring these materials shall be borne by the Contractor himself. Though the Public Works Department will help to arrange for the permit as far as possible and help the Contractor in obtaining the materials, it shall not accept any responsibility for any loss on account of delay caused to the Contractor while obtaining the same.
 - (ii) The contractor shall submit to the Chief Officer on close of every calendar month the monthly returns in the prescribed forms as to the receipts and actual use of the controlled materials during the month.
૨) દરેક અંગ્રેજી મહીનાને અંતે કોન્ટ્રાક્ટરે મહીના દરમ્યાન નિયંત્રિત માલસામાનની આવક અને ખર્ચ વપરાશ અંગે નિયત ફોર્મ મુજબના માસીક નિયતપત્રકો ચીફ ઓફીસરને મોકલવાના રહેશે.
 - (iii) The contractor shall permit Chief Officer or his representative to inspect the stock of the controlled materials stored by him at any time whenever the Chief Officer or his representative so desire (s).
17. The tender for the work shall remain open for period (120*) days from the actual date of down loading of the price bids for this work and that the tenderer shall not be allowed to withdraw or modify the offer on his own after downloading of price bid. If any tenderer withdraws or make any modifications or additions in the terms and conditions of his tender not acceptable to the Nagarpalika/ Government (Public Works Department) then the Nagarpalika/ 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 should be referred to.
18. This condition shall apply only when the work is awarded to Labour Co-operative society.
 - (1) If the members of Labour Co-operative societies do not work themselves and obtain commission by subletting the work. as whole or by dividing wor in group and give work to piece workers, the very purpose of the scheme wold be detected. Therefore the Labour Co-operative Societies will not sublet the wor and the wor will be executed by the members labourers of the society.
 - (2) In case where the works required to be carried out by the labourers other than the members of the Labours Co-operative societies with man days more than 25% prior permission of the Chief Officer will be necessary.
 - (3) The labour Co-operative Societies shall have to allow the officers of the Co-operation Department to examine for audit purpose the muster rolls as and when required.

(4) Labour Co-operative societies shall have to submit a quarterly return stating the monthly attendance of man days on the muster rolls of member labourers on each work to the District Register as well as Chief Officer.

(5) If the labour Co-operative society is found violating the terms and conditions mentioned above the Labour Co-operative society will be liable for the cancellation of work contract and or registration as decided by the Chief Officer. (vide GM No. LCS - 1081 / (8) - H, dated 4-6-1986)

૧૯. રસ્તા, પુલો, મકાનોના કામનો વર્ક-ઓર્ડર ઇશ્યુ થયા પછી તુર્તજ કામના સ્થળે કરવાના કામના સ્પેસીફિકેશન અંગેની બોર્ડ કોન્ટ્રાક્ટરે પોતાના ખર્ચે મુકવાનું રહેશે.

૧. કામનું નામ (કામનો પ્રકાર) :-	૬. સુપરવાઈઝરી સ્ટાફના નામ :-
૨. વિભાગનું નામ :-	૭. કામ શરૂ કરવાની તારીખ :-
૩. પેટા વિભાગનું નામ :-	૮. કામ પુરૂ કરવાની તારીખ :-
૪. ટેન્ડરની રકમ :-	૯. કામના સ્પેસીફિકેશન :-
૫. ઇજારદારશ્રીનું નામ :-	

મકાનના કામો

- પાયાના કોન્ક્રીટનું પ્રમાણ (સીમેન્ટ, કપચી, રેતી) - ઈટોના ચણતરમાં સીમેન્ટ/રેતીનું પ્રમાણ (સીમેન્ટ/રેતી)
- ભોંયતળીયાના કોન્ક્રીટનું પ્રમાણ (સીમેન્ટ, કપચી, રેતી) - ભોંયતળીયે સે.મી. જાડાઈની સે.મી. સાઈઝની મોઝેક ટાઈલ્સ
- બારીબારણા - સાગી લાકડાના / સ્ટીલ ફ્રેમ / અન્ય

આર.સી.સી.કામો

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

આ કામના વિગતવાર સ્પેસીફિકેશન ચીફ ઓફીસરશ્રી વાઘોડિયા નગરપાલિકા કચેરી ઓફીસના સમય દરમ્યાન કોઈપણ સમયે જોઈ શકશે. આ કામના માલિકી જાહેર જનતાની છે. અને કામમાં કોઈ ક્ષતિ કે અનિયમિતતા જણાય તો તે બાબતમાં સંબંધિત અધિક્ષક ઇજનેરશ્રી સ્થળે છે. તેઓનું ધ્યાન દોરવા વિનંતી છે.

ચીફ ઓફીસર

વાઘોડિયા નગરપાલિકા

(મા.મ. વિ. ઠરાવ નં. ટી.એન.સી. ૧૦૮૦ - ૨૪ - સ, તા. ૧૮/૧૧/૧૯૮૧ તથા તા. ૧૭/૮/૨૦૦૨ તથા તા. ૨૫/૧૦/૨૦૦૨)

૨૦ કરારનામામાં જ્યાં જ્યાં " બેન્ક " નો ઉલ્લેખ છે તે " બેન્ક " એટલે કે "શીડયુલ કે રાષ્ટ્રીયકત બેન્ક " જ સમજવી. (મા.મ. વિ. નો તા. ૨૭/૮/૦૨ નો ઠરાવ ક્રમાંક : ટીએનસી/૧૦૮૦/૧૦૦ (૪) સ)

૨૧. કોન્ટ્રાક્ટર હેઠળનાં બાંધકામનાં મકાનોનો ઉપયોગ ઇજારદાર પાતાના મજૂરો, સ્ટાફ કે અન્ય કોઈ હેતુ માટે કરી શકશે નહિ. જો આ શરતનો ભંગ કરવામાં આવશે તો માર્કેટ રેન્ટ પ્રમાણે તેટલી જગ્યાનું ભાડુ વસુલ કરવામાં આવશે.

૨૨. ટેન્ડર જોડેના એનેક્ષર ૫ તથા ૬ માં કોન્ટ્રાક્ટરે સાચી માહિતી કાળજીપૂર્વક આપવી. આ માહિતીના આધારેકોન્ટ્રાક્ટરના ભાવો નીચા હોવા છતાં તે વિચારણા હેઠળનું કામ સમય-મર્યાદામાં કરી શકવા સક્ષમ છે કે કેમ અને તેની ઓફર સૌથી નીચી અને જરૂરીયાત અનુરૂપ છે કે કેમ તે બાબત નક્કી કરવામાં આવશે.

૨૩. રૂા. ૫૦ લાખ સુધીના અંદાજી કિંમતના ટેન્ડરો બી-૧ ફોર્મમાં મંગાવવા (મા.મ. વિ. ઠરાવ નં. ટીએનસી-૧૦૮૮-ડી-૩૪૭-(૭)-સ તા. ૧૫/૧૨/૦૩)

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

TERMS & CONDITIONS OF CONTRACT

CLAUSE 1 : Security Deposit :

The person/persons whose tender is accepted (hereinafter called the “Contractor” which expression shall, unless excluded by, or repugnant to the context include his Legal heirs, executors, administrators and assigns) shall (a) Deposit with the Chief Officer a sum sufficient to make up the full security deposit specified in the tender in cash or Nagarpalika/ Government securities (as mentioned in para 208 of Gujarat Public Works Department Manual Vol.1) duly transferred in the name of the Chief Officer or fixed deposit receipts of Term Deposits D.D in favor of Chief Officer within a period of 10 days from the date of receipt of the Notification of his tender , or (b) (I) deposit fifty percentage of the total security deposits as specified in the tender form with the Chief Officer in Cash or in form of D.D. Of scheduled bank, if the security deposit is not paid within the above specified time, no work order will be issued till the issue about delay is finally decided by the competent authority. (b) (ii) The Nagarpalika shall be deemed to have been authorized to deduct the balance of fifty percentage of the security deposit as specified in the tender form from the amounts that become payable to the contractor for the work done under the contract from time to time, such deduction shall not exceed ten percentage of the amount so payable and the whole amount paid in cash or by way of deduction shall be held by Nagarpalika/ Government by way of security deposit. For the works whose estimated amount is more than rupees fifteen lacs, the Contractor shall have to give the performance bond of any schedule bank equivalent to five percentage of the estimated amount put to tender along with the initial security deposits. All compensation, Liquidated damages or other sums or money payable by the contractor to Nagarpalika/ 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 there from or performance bond or from any sums which may due or may become due by Nagarpalika/ 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 recipient as aforesaid, the contractor shall within ten days thereafter, make good in cash or in Nagarpalika/ Government securities transferred as aforesaid any sum or sums required to make good the shortfall in the amount of the security deposit. The security deposit , when paid as above shall at the cost of the depositor, be converted into interest bearing Nagarpalika/ Government securities in the name of Chief Officer provided that the depositor has expressly desired this in writing. This is subject to the condition that twenty five percentage of the total security deposit must be held in the form of small saving Schemes or Term Deposits of Narmada Project. If the full amount of the security deposit to be paid as above within the period specified above, is not paid the tender/contract already accepted shall be considered as cancelled and legal steps shall be taken against the contractor for recovery of the amounts.

Fifty percent of the security deposit along with performance bond shall become refundable within 15 days after the final completion certificate is issued as per clause -7. 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 there from the amount of expenses, if any, due to Nagarpalika/ Government under this contract. **(See Performance bond on page no. 44)**

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 at the rate of 0.1 percentage of the contract value per day from the date of delaying the said work upto the date of completion and handing over to the Nagarpalika/ Government.

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

* AS corrected vide B & CD GR No. TNC – 1091 – 1B – 10 / (11) – C, dated 29-06-92.

(iii) The aggregate maximum of liquidated damages payable under clause No.2 Shall not exceed 0.10 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.15 lacs, for. Performance and registration of

the contractor shall also be kept in abeyance for three years from the date as fixed in all cases. **(See Schedule-C on Page No 48)**

CLAUSE 3 : Default by Contractor :

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

If the contractor fails to take satisfactory corrective action within ten days after receipt of such notice, the Engineer-in-charge on behalf of Governor of Gujarat shall terminate the contract in whole. In case the entire contract is terminated, the amount of security deposit and performance bond if any together with the value of the work done but not paid for, shall stand forfeited to the Nagarpalika/ Government. The plants, equipment and materials, held under this clause shall then be at the disposal of the Nagarpalika/ 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 Nagarpalika/ Government of the contractor's remaining plant equipment and balances of materials shall be released.

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

CLAUSE 4 :

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

(Clause 1, 2, 3 and 4 are substituted vide GR No. TNC–1091/IB-10/(11)-C, dated 15-10-91& modified by GR dated 29-10-91 & G.R. No. TNC–1088/IB/18(13)–C, dtd 31/8/94 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 not with standing be exercisable at any future date.

CLAUSE 5 A:

In the event of the Engineer-in –charge taking action under clause 3, he may if so desire take possession of all or any tools, plants, machineries materials and stores in or upon the work or the site there of 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 rate, 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 authorized 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 expenses 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

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

(i) For all works costing upto Rs.50 lakhs (amount put to tender) the final measurements shall be recorded within 45 days from the date of physical completion of the work and the final bill shall be prepared within 45 days from the date of recording final measurement. The completion certificate shall be issued within one month from the date of final measurement subject to the contractor fulfilling his obligation as provided in the contract and subject to the work being complete in all respects.

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

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

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

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

CLAUSE 9 :

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

CLAUSE 10 : Bills to be submitted monthly :

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose countersignature to the measurement list shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

CLAUSE 11 : The contractor shall submit all the bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the agreement or at the partly reduced rates subject to the approval by the Engineer-in-charge in the case of items not completed/executed as per agreements or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rate here in after provided for such work .

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

For materials provided in schedule-A and consumed in excess quantities, the rates provided in Schedule A shall be increased/executed corresponding to the increased/decrease in the new rate payable for excess quantity as compared to the tender-rates. The rate for materials provident in extra items will be the issue rates plus storage charge ruling on the date of issue of such quantity of materials.

CLAUSE 12-A :

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

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

CLAUSE 12-B:

All stores and materials such as cement, if the consumption of which exceeds 25 tons and steel etc. supplied to the contractor by Nagarpalika/ 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.

CLAUSE 13:

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

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

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

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

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

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

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

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

CLAUSE 14.1 : The Engineer-in-charge shall have power to make any alterations in or addition to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alternation shall not invalidate the contract and 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 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 30% the contractor will be paid for the quantity in excess of 30% at the rate entered in the S.O.R. of the year during which the excess in quantity is first executed and for the materials consumed in excess quantity the rate for the materials to be charged would be the basic rate taken into account for fixing the rate for the S.O.R. above instead of the rate stipulated in schedule – A.

14.3. 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 Component Authority 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 Dept. 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 or Rates” of the Dept. in the year in which the tender was received. if the Schedule of rates of the Dept. 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 Dept. for the year and for materials consumed on such item the rate to be charged would be the basic rate taken into account for fixing the rate in S.O.R. referred to above instead of the rate. Stipulated in schedule ‘A’.

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

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

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

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

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

CLAUSE 15: No claim for any payment of compensation for change or restriction of work

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

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

The amount of loss for such claim will be decided by in charge Engineer-in-charge.

(2) The contractor also will be entitled for compensation of unemployed labour for 7 days from the date of notice provided that in that opinion of Engineer-in-charge such labour 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 labour at other places from the date of such notice.

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

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

(Vide G.R. NO.SSR/1090/IB/247(2) /C, dtd 28-06-1993 as amended by GR of even number dated 11/02/1999)

CLAUSE 15A : The contractor shall not be entitled to claim any compensation from Govt. on account of delay by Nagarpalika/ Government in the supply of materials entered in Schedule ‘A’ where such delay is caused by (I) Non-supply due to short allotment of quota in case materials available under quota regulations. (ii) Difficulties relating to

the supply of railway wagon (iii) Force majeure. (iv) Act of God. (v) Act of the country's enemies or any other reasonable cause beyond the control of Nagarpalika/ Government.

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

CLAUSE 16: Time limit for unforeseen claims:

The contractor shall not be entitled to any compensation from Nagarpalika/ Government on any account unless where allowed by the conditions of this contract. In such cases the contractor shall have to submit a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

CLAUSE 17: Action & compensation in case of bad work:

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

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

Clause 17A: Defect liability period:

The contractor shall be responsible to make good and remedy at his own expenses 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 shall be as under (a) for all works costing up to Rs. 50,000 (amount put to tender), the period shall be 3 months from the certified date of completion.

(b) for all works costing more than Rs. 50,000 and up to Rs. 1 crore (amount put tender) the period shall be **6 months for building and bridge works 12 months for Road works** from the certified date of completion or **one monsoon for Building & Bridge works** whichever is later.

(c) For major projects costing more than Rs. 1 crore, the period shall be **12 months for Building & Bridge works 12 Months for Road works** from the certified date of completion which should include **one monsoon. For Building & Bridge works.**

(d) For building works, the period specified in (a), (b) or (c) above OR elapse of monsoon period following the certified date of completion, whichever is later. For the purpose of deciding the monsoon period, the 30th September may be treated as the last date.

CLAUSE 18: Work to be open to inspections –Contractor or responsible agent to be present. :-

All Works under or in course of execution or executed in pursuance of the contract shall, at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the Contractor shall, at all times during the usual working hours, and all other times for which reasonable notice of the intimation of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose.

Orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

CLAUSE 18-A: (i) G.R.B. & CD NO. RGN-6090-UO 24 (42)-C, dated 26-11-90.

Employment of a qualified site Engineer by the Contractor: The Contractor shall employ full-time technically qualified staff during the execution of this work as under:-

1. Two graduate Civil Engineers and three diploma Civil Engineers when cost of the work to be executed is more than Rs.50 lakhs.
2. One graduate & two Diploma, Civil Engineers when the cost of the work to be executed is more than Rs.15 lakhs but less than Rs.50 lakhs.
3. Minimum one Diploma Civil Engineer when the cost of work is less than Rs.15 lakhs but more than Rs.5 lacs.
4. Minimum two Diploma Civil Engineers for the work when the cost of work to be executed is less than Rs. 5 lakhs. The Engineer so employed for the Nagarpalika/ 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 separate Engineer will not be necessary provided that the Engineer partner himself attends the execution of the work on the site.

CLAUSE 19 : Notice to be given before work is covered up : The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions there of taken before the same is so covered up or placed beyond the reach of measurement and if any work shall be covered up or placed beyond the reach of measurement without such notice having 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 expenses 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 a question in/on which they may be working or any building , road, fence, enclosure or grassland or cultivated ground contiguous to the premises on which the works or any part thereof is being executed or if any damage shall be done to the work from any causes whatever before damage occurred/caused due to normal flood or rain or if any imperfections become apparent in it within three months from the grant of a certificate of completion, final or otherwise by the Engineer-in-charge , the contractor shall make good the same at own expenses or in default, the Engineer-in-charge may cause the same to be made good by other contractor, and deduct the expenses (of which the certificate of the Engineer-in-charge shall be final) from any sums that may thereafter become due to the contractor or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof.

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

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

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

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

counting , weighing and assisting in the measurement or examination at any time and from time to time, of the work or the materials, failing this, the same may be provided by the Engineer-in-charge at the expenses 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 21-A: The Contractor shall provide suitable scaffolds and working platforms, gangways and stairways, and shall comply with the following regulation in connection therewith.

- (a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- (b) A scaffold shall not be constructed, taken down or substantially altered except
 - (i) Under the supervision of a competent and responsible person.
 - (ii) appointed by contractor and by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and all ladders shall
 - (i) be of sound material ૧. મજબુત ચીજવસ્તુની બનેલી હોવી જોઈએ.
 - (ii) be of adequate strength having regard to the loads and strains to which they will be subjected and
 - (iii) be maintained in proper condition
- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.
- (g) Scaffolds shall be periodically inspected by a competent person .
- (h) Before allowing a scaffold to be used by his workmen, the Contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation herein specified.
 - (i) Working platforms, gangways shall –
 - (i) be so constructed that no part thereof can dug unduly or unequally.
 - (ii) be/so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripling or slipping and
 - (iii) be kept free from any unnecessary obstruction.
 - (j) In the case of working platforms, gangways working places and stairways at a height exceeding 2.00 Mtr.(to be specified)
 - (i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - (ii) every working platform and every gangway shall have adequate width, and
 - (iii) every working platform, gangway, working place and stairway shall be suitably fenced.
- (k) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the access of person or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or material.
- (l) When persons are employed on a roof where there danger of falling from a height exceeding 3.00 Mtr.(to be specified) meters suitable precaution shall be taken to prevent the fall of persons or material.
- (m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.
- (n) Safe means of access shall be provided to all working platforms and other working places.

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

- (a) Hoisting machines and tackle including their attachments, anchorages and supports shall –
 - (i) be of good mechanical construction, sound material and adequate strength and free from patent defect, and
 - (ii) be kept in good repair and in working order
- (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- (c) Hoisting machines and tackles shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by Engineer-in-charge.

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

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

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

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

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

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

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

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

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

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

CLAUSE 22 : Measures for Prevention of Fire :

The contractor shall not set fire to any standing jungle, tree 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 tree, bush wood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or other-wise damaging surrounding property. When such permit is given and also in all cases when destroying cut or dug up tress, bush wood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or other-wise damaging surrounding property.

CLAUSE 23 : Liability of contractors for any damages done in or outside work area :

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

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

CLAUSE 24 : Deleted

CLAUSE 25 : Deleted

CLAUSE 26 : Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent:

The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceeding to get himself be adjudicated an insolvent or make any compromisation with his creditors, or attempt to do so, the Engineer-in-charge may, by notice in writing rescind the contract, Also if any bride, gratuity , gift loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Nagarpalika/ Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the contractor shall thereupon stand

forfeited and be absolutely at the disposal of Nagarpalika/ Government and the same consequence shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under contract.

ખંડ ૨૬ : બાંધકામ પેટા ભાડે ન આપવા બાબત , મંજૂરી વિના પેટા ભાડે આપવાથી અથવા સરકારી અધિકારીને લાંચ આપવા માટે અથવા કોન્ટ્રાક્ટર નાદર થયેથી કોન્ટ્રાક્ટ રદ થાય અને જામીન અનામત જપ્ત થવા બાબત :

હવાલા ઈજનેરના લિખિત પરવાનગી સિવાય કોન્ટ્રાક્ટ કોઈને એસાઈન કરી શકાશે કે પેટાભાડે આપી શકાશે નહીં, અને કોન્ટ્રાક્ટર તેમનો કોન્ટ્રાક્ટર એસાઈન કરશે અથવા પેટાભાડે આપશે કે તેમ કરવાનો પ્રયત્ન કરશે કે નાદર બનશે કે પોતાને નાદર કરાવવા માટેની કોઈ કાર્યવાહી કરશે કે પાતાના લેણવારો સાથે કોઈ પતાવટ કરશે કે તેમ કરવાનો પ્રયત્ન કરશે તો હવાલાના ઈજનેર લિખિત નોટીસ આપીને કોન્ટ્રાક્ટ રદ કરી શકશે. વળી કોન્ટ્રાક્ટર કે તેમના કોઈ નોકર કે એજન્ટ કોઈ સરકારી અધિકારીને અથવા સરકારી નોકરીમાં હેના કોઈ પણ વ્યક્તિને તેના હોદ્દા કે જોકરીની રૂએ કોઈપણ પ્રકારની લાંચ, બક્ષિસ, ભેટ, અનુલાભ, ઈનામ કે આર્થિક બીજા કોઈ પ્રકારના લાભ પ્રત્યક્ષ કે પરોક્ષ રીતે આપશે, આપવાનું વચન આપશે કે આપવાની તૈયારી બતાવશે અથવા આવા કોઈ અધિકારી કે વ્યક્તિ પ્રત્યક્ષ કે પરોક્ષ રીતે કોન્ટ્રાક્ટમાં હિત ધરાવતા થશે તો હવાલાના ઈજનેર લિખિત નોટીસ આપીને કોન્ટ્રાક્ટ રદ કરી શકશે. આવી રીતે કોન્ટ્રાક્ટ રદ થતાં કોન્ટ્રાક્ટરની જામીન અનામત જપ્ત થયેલ ગણાશે, અને તે સંપૂર્ણપણે સરકાર હસ્તક રહેશે અને આ કરારના ખંડ-૩ હેઠળ જાણે કે કોન્ટ્રાક્ટ રદ કરવામાં આવ્યો હોય તેવા જ તેના પરિણામો આવશે અને વધુમાં કોન્ટ્રાક્ટ હેઠળ ખરેખર કરેલા કોઈ પણ કામ માટે કોઈ રકમ વસુલ કરવાને કે ચુકતે લેવાનો કોન્ટ્રાક્ટરને હકક રહેશે નહિ.

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

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

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

CLAUSE 29: Works to be under directions of Municipal Engineer :

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

CLAUSE 30 :

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.

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 Dept. al Specification and in the event of there being no Dept. al Specifications, then, in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

CLAUSE 34 : Definition of work :

The expression “work” or “works” where used in these conditions shall, unless, there be something in the subject or context repugnant to such construction 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 .

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)

CLAUSE 36 : 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 regard royalty payment to the royalty authority. The royalty charges paid shall be borne by the Contractor and shall not be reimbursed by the Chief Officer (Authority :- R & BD Circular No. TNC – 2286 – UO – 39 (19) – C dated 23-10-1989.)

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

૧) રૂ. ૨.૦૦ લાખ (બે લાખ) થી વધુ અંદાજી રકમનાં કામો હોય તેવા કામો માટે ચીફ ઓફીસરશ્રી કામનો વર્ક ઓર્ડર આપે કે તુરત જ કામના શીડ્યુલ-બીની નકલ જે તે વિસ્તારના મદદનીશ નિયામક અથવા જીઓલોજીસીસ્ટ અથવા આસીસ્ટન્ટ જીઓલોજીસીસ્ટ અથવા ભુસ્તર અને ખનીજ શાખાના જીલ્લા કચેરીના વડા જેઓ કલેક્ટરશ્રીની કચેરીમાં બેસે છે તેમને આપવાની રહેશે.

૨) રૂ. ૨.૦૦ લાખ (બે લાખ) થી ઉપરના કોન્ટ્રાક્ટરોએ તેઓએ ખરીદેલ ખનીજનો જથ્થો અને તે ક્યાંથી ખરીદેલ છે તે વેચનારની વિગતો દર્શાવતા બીલોની નકલો તથા પત્રના રૂપમાં માહિતી દર ત્રણ માસ ઉપર ૧. માં દર્શાવેલ અધિકારીને પુરી પાડવાની રહેશે. આ બીલોમાં માલ વેચનારનું નામ, સ્થળ, તારીખ અને માલ લેનારનું નામ અને જથ્થો વગેરે દર્શાવેલા હોવા જોઈએ.

૩) જરૂર પડ્યે જરૂરી કીસ્સામાં ઉપર (૧) માં દર્શાવેલ અધિકારીશ્રી તરફથી વધુ માહિતી વિગત માલ કે બીલના સબંધમાં માંગવામાં આવે તો તે જે તે ચીફ ઓફીસરશ્રી ખનીજ ખાતાના અધિકારીને તે વિગતો કોન્ટ્રાક્ટર પાસેથી મેળવવામાં મદદ કરશે. જો આવી માહિતી સમયસર આપવામાં ના આવે તે કોઈ ચીફ ઓફીસરશ્રી, તરફથી આ અંગે સહકાર ન મળે તો ખનીજ વિભાગના અધિકારી તુર્ત જ આ બાબત નિયામકશ્રીના ધ્યાન ઉપર મુકશે. જેઓ આ અંગે ઉદ્યોગ, ખાણ અને ઉર્જા વિભાગ તથા જે તે સંબંધિત વિભાગના સચિવશ્રીના ધ્યાન પર મુકશે અને આવો પત્ર મળ્યેથી સંબંધિત વિભાગના સચિવશ્રી, જે તે ચીફ ઓફીસરશ્રીને તાત્કાલિક માહિતી પુરી પાડવા સુચના આપશે. આ પ્રથા અમલી બનતાં આ પરિપત્રની તારીખથી સીક્યોરીટી ડીપોઝીટ પરત કરવા માટે રોયલ્ટી ભર્યો અંગેના પ્રમાણપત્રનો આગ્રહ રાખવાનો રહેશે નહીં.

રાજ્ય સરકારના બાંધકામ માટે વપાતા ગોણા ખનીજની રોયલ્ટી ભરવા બાબત.....

આ કામમાં જ્યારે સાદી માટી (ઓડીનરી ક્લે) અને (સોફ્ટ) મુરમ વાપરવામાં આવે તેના ઉપર પણ રોયલ્ટી ચુકવવા પાત્ર છે. વિશેષમો ગોણા ખનીજ બાબતમાં ગુ. ગૌ.અ.નિ. ૧૯૬૬ અને તેના અનુસંધાનમાં વખતોવખત બહાર પાડવામાં આવેલા ઠરાવો, લાગુ પડશે., અને તે મુજબ લીઝ કે પરમીટ લેવાનું અને રોયલ્ટી ભરવાની રહેશે. (ઉદ્યોગ, ખાણ અને ઉર્જા વિભાગ ઠરાવ ક્રમાંક એમ.એમ.આર. / ૧૨૦૦૦ / ૨૦૧૩ / છ તા. ૧-૯-૦૪

૧-અ. કરાર હેઠળના ફાઈનલ બીલની નકલ જીલ્લાના સંલગ્ન ઉદ્યોગ અને ખાણ વિભાગના જીલ્લાના ભુસ્તર અધિકારીને આપવાની રહેશે.

(મા.મ.વિભાગનો પરિપત્ર ક્રમાંક ટીએનસી / ૧૦ / ૨૦૦૨ / (૧૪) / સ તા.૨૮-૪-૨૦૦૩ તથા ૨૭-૪-૨૦૦૫)

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 Workman's Compensation Act. 1923 (VIII of 1923) hereinafter called the said Act) for injuries caused to the workman. If such compensation recoverable by Nagarpalika/ Government as principal under sub-section 12(1) of the said Act on behalf of the Contractor it shall be recoverable by Nagarpalika/ Government from the contractor under sub section 12(2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.

CLAUSE 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 Nagarpalika/ Government, the same shall be recoverable from the contractor for with and be deducted, without prejudice to any other remedy of Nagarpalika/ Government from amount due or that may become due to the Contractor.

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 approximates 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 30% the new rate will be paid to the contractor for the quantities in excess of 30%. The rates for the increased quantities as aforesaid will be fixed in the manner specified in clause – 14.

Clause 39 : Employment of famine or other labour :

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

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.

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.

Clause 43 : Minimum age of person employed :

(I) No Contractor shall employ any person who is under the age of 18 years.

Clause 43(1) (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 person 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 branching of string or thin rope. The branching must be at least three inches wide and should be of tape (Newer).

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

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

(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 Nagarpalika/ Government at the section tender rates.

(vi) Nagarpalika/ Government at the sanctioned tender rates.

The contractor shall provide drinking water facilities to the workers/ laborers employed on Nagarpalika/ Government works Amenities relating to sanitation shall also be provided to the workers/laborers 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/ laborers 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.

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

Payment to contractor shall be made by cheque drawn on any treasury within the Dept. convenient to them, provided the amount exceeds Rs. 10 Amount not exceeding Rs. 10 will be paid in cash.

Clause 44 A : Any sum of money due and payable to the Contractor (including the security deposit returnable to the contractor) executing any Nagarpalika/ Government work or work of any District Panchayat wholly financed as grant-in-aid under this contract shall be appropriated by any District Panchayat / Nagarpalika/ Government and shall be set off against any claim of the Nagarpalika/ Government/District Panchayat of Gujarat state by the District Panchayat of Gujarat State/Nagarpalika/ Government for the payment of a sum of money arising out or under any other contract made by the contractor with the Nagarpalika/ Government/District Panchayat of Gujarat State for the work wholly the contractor against any claim of the Nagarpalika/ 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 Nagarpalika/ 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 Nagarpalika/ Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Engineer-in-charge whose decision shall be final and binding on the contractor.

Clause 47 : Deleted

Clause 48 : The rates to be quoted by the Contractor must be inclusive of sales tax . No extra payment on this account will be made to the contractor.

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

Clause 50 : Fair Wages :

If a Contractor fails to pay within '7' (Seven) days to the laborer(s) /worker(s) the minimum wages prescribed by the Nagarpalika/ 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 laborer/ workers from his (Contractors) bills or deposit(s) payable by the Contractor after making due inquiries and establishing the claim(s) of the laborer(s) /Workers(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.

Clause 51 : Deleted

Clause 52 : List of Machinery :

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

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 charge 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.

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

Land measuring Charges

- | | |
|--|------------------|
| 1. One hectare or less | Rs. 05 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.

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 Nagarpalika/ Government land, he should apply for it and pay assessment for it.
2. **Drinking Water :** The contractor shall as far as possible, provide an adequate supply of chlorinated pure potable drinking water for the use of laborers. This provision shall be at the rate of not less than 4.5 liters per head. No provision need be made where there is a suitable nala, river or well within 0.4 km of the camp. However arrangement should as far as possible, be made to chlorinate water by chlorinated tablets for it is allowed for drinking purpose.
3. The contractor shall construct semi permanent latrines for the use of Laborers on the following scale, namely
(a) Where female are employed, there shall be at least one latrine for every 25 females. (b) Where males are employed there shall be at least one latrine for every 25 males provided that where the number of males or female exceed 100, it shall be sufficient if there is one latrine for every 25 males or females, as the case may be upto the first 100 and one for every 50 thereafter.
4. **Privacy in latrines :** Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
5. **Notice to be displayed outside latrines and urinals :** (1) Where workers of both sexes are employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority of the workers For Men Only or For Women Only : as the case may be. (2) The notice shall also bear the figures of a man or of a 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 at the establishment. (2) (i) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times (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 rise, so also be conveniently accessible in or near the latrines and urinals.
9. **Bathing and washing places :** (1) The contractor shall construct sufficient number of bathing places every unit of 20 persons being provided with a separate bathing place. (2) Washing places should also be provided for the purposes of washing clothes. Every unit of 30 persons shall have at least one washing place. (3) such bathing and washing place 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 clear and hygienic condition.
10. **Drainage :** The contractor shall make sufficient arrangement for draining away the sewerage water as well as water from the bathing and washing places and shall dispose off this waste water in such a way as not to cause nuisance. The contractor should obtain a permission from the Gujarat Water Pollution Control Board,

Gandhinagar if Water is so be drained in river or near the well . The contractor would put malaria oil once in a week in stagnant water round about the residence.

11. **Medical facilities :** The contractor shall engage a medical officer with a traveling dispensary for a camp having 500 or more persons if there is no Nagarpalika/ Government or other private dispensary situated within 6 k.m. from the camp.
12. **Conservancy and cleanliness:** The contractor shall provide the necessary staff for effecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-in-charge . 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 Service 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 laborers 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 camps should ensure that all the inmates of the labour colonies are inoculated or vaccinated as the case may be , depending on the diseases, within 72 hours after the outbreak. (c) The authorities in charge of the labour colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day of the outbreak, of 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 immediate of the labour colonies is suffering from the infectious or contagious disease , they shall forthwith arrange for the segregation of such persons to isolated huts to be specifically provided for the purpose and also for their treatment (e) As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labour colonies should report promptly the occurrence of unusual incidence of cases of malaria and also inform the District Health Officer of the District, Deputy Director of Public Health (Malaria) and the Director of Public Health and also arrange to institute all necessary anti malarial measures as may be advised by the officials of the Public Health Department.
- (t) 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 connecting with the contract works and in which employment of contract labour is likely to continue for three month or more, the contractors 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 provided 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 rooms 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 whole some drinking water.
- 16. Canteen Facilities :** (1) In every establishment of contract work and wherein work regarding the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are ordinarily employed, the adequate canteen facilities shall be 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 limit 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 worker and for utensils.

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

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

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

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

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

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

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

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

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

19. Equipment in canteen : (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 cloths 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 maintains charges for the building and equipment provided for in the canteen.

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

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

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

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

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

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

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

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

CLAUSE 60 : Deleted

1. **Clause 60 A: Deleted**

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 accident that may occur on account of his failure to take proper & timely precautions.

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

CLAUSE 62: LIABILITY OF ACCIDENTS TO PERSONS:

Responsibilities and liabilities If 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 result in death of workmen employed y the contractor or which is so serious as likely to result in death of any such workmen the contractor, shall within 24 hours of happening of such Nagarpalika/ Government against all loss or damage sustained by the Nagarpalika/ Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Nagarpalika/ Government as a to the provisions of the said act in regard to such accident(s).
- (b) In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act whether by the contractor or by the Nagarpalika/ Government as principal Employer, it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the Contractor, such sum or sum of money as may, in the opinion of the Engineer-in-charge, be sufficient to meet such a liability, The opinion of the Engineer-in-charge shall be final regard to all matters arising under this clause.

CLAUSE 63: ACCESS TO SITE AND WORK ON SITE:

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

- (I) A daily report in the suitable form of the strength of labour, both skilled and unskilled employed by him on the work(s). The contractor shall increase or decrease the strength both skilled or unskilled if directed by the Engineer-in-charge. The submission of such reports shall not, however, relieve the contractor of his responsibilities and duties regarding progress or any other obligation under the contract
- (ii) A classified weekly return in the suitable form of the number of person employed on the works during the preceding week.
- (ii) A weekly medical report in the suitable form showing the health of the contractor's camp. The number of persons ill or incapacities and the nature of their illness.
- (iii) A report of any accident, which may have occurred to be sent within 24 hours of the occurrence.
- (iv) Such other report as may be prescribed.

CLAUSE 65: Treasure Trove:

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

The contract shall take all reasonable precautions to prevent his workmen 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 discovery and carry out his orders for the disposal of the same.

CLAUSE 66: Indemnity:

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

CLAUSE 67: Insurance of Labour:

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

CLAUSE 68: Setting Out:

The contractor shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labour in connection therewith if , at any time during the progress of the work, any errors, appear or arise in the position , levels, dimensions or alignments of any part of the work, the contractor, on being required to rectify such errors by the Engineer-in-charge shall at his own expense do so to the satisfaction of the Engineer-in-charge if however, such error is based on incorrect data supplied in writing by the Engineer-in-charge , the expenses of rectifying the same shall be borne by the Department. The checking of and setting out of any line or level by the Engineer-in-charge or his representative shall not in any way, relieve the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all bench-mark, site-nails, 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 authorized representative in token of its correctness.

CLAUSE 70: (1) Materials and 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 authorized representative in token of its correctness.

(2) Contractors registered in special category-1 (Roads) will have to procure and keep available on site two core cutting machines, similarly those registered in special category-2 (Roads) will have to procure and keep available on site one core cutting machine on ownership basis. The thickness of sub base and base layers of road will be tested by taking cores and recording results of layer thickness in paver site register. (R & B. D. Circular No. RGN-60-2006-35-C dated 26-05-06)

(3) In case of asphalt items (other than BSG & BBM) having total thickness of more than 50mm., the contractor will take two to four core samples by his core cutting machine at the interval of 250 m. distance at each cross section in the presence of Dy. Chief Officer. 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 results are received. If the results are not satisfactory, the action as per Conditions of contract will be taken (R. & B. D. Circular No. RGN 602006 (35)-C dated 31-05-07).

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 progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of, procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The 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 sound necessary, at any stage to alter the schedule the contractor shall submit in good, time a revised schedule incorporating necessary modification proposed and get the same approved from the Engineer-in-charge . No revised schedule shall be operative without such acceptance in writing. The Engineer-in-charge is further empowered to ask for more detailed schedule or schedule any by week, for any item or items and the contractor shall supply the same as and when asked for.
- (b) The Engineer-in-charge shall have, at all times, the right, without in any way vitiating this contract forming grounds for any claim, to after the order of the work of any part there of and the contractor shall after receiving such direction, proceed in the order directed. The contractor shall also revise the progress. Schedules accordingly and submit four copies of the revised schedule to the Engineer-in-charge within seven days of the said Engineer's direction to alter the order of works.
- (c) The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress-schedule, The working and shift shall company with all the Nagarpalika/ 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 alternation in the same which the contractor shall adopt on notice thereof.
- (e) The progress-schedule(s) shall be in the form of progress chart, forms, statements and/ or reports as may be approved by the Engineer-in-charge.
The contractor shall submit four copies showing the progress of the work in the form of a chart etc. at 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 - Deleted

CLAUSE 73 - Deleted

CLAUSE 74 - Deleted

CLAUSE 75 - Deleted

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

CLAUSE 77: One percent of estimated cost put to tender for this work after deducting the cost of materials as per Schedule 'A' valued at basic rate in the sanctioned estimate shall be deducted from the running account bills of the contractor for testing the quality of materials and workmanship, no additional testing charges in addition to the above shall be recovered from the contractor (Applicable to N.P Works only) (G.R.No. N.P TNC-1085-4-C, Dated 20-12-91)

From the contractor (Applicable to R & B works only) (G.R. No R & B TNC /1085 /-4-C Dated 20-12-91) The Engineer in charge will get the cement and steel tested in laboratories of G.E.R.I. Engineering Colleges, Polytechnics, Engineers India Ltd, D.G.T.D. and other laboratories approved by R & B or Water Resources Department or Industries Department and the test results of these Laboratories will be binding to the Contractor about suitable of use of materials (G.R. No R & B TNC /1088 /IB / 220 / 18 - C Dated 31-3-05)

However in respect of works involving use of asphalt, the contractor will set up the site testing Laboratory and will provide testing instruments etc. as under:

Laboratory: The contractor will construct pucca structure of minimum 25 square meter area duly connected with water and electric supply to house site testing Laboratory.

Instruments: The contractor will provide and install the instruments as per following. I.S. Standard to carry out the test prescribed therein.

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|---|--|
| 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. Specification gravity test as per I.S.1202 | |

The instruments provided should be as per I.S. Standard, so certified and be regularly and periodically (R. & B. D. G.R. No. SSR-1099-IB/91(9)-c dated 26-7-1999)

ખંડ ૭૬.૧ : કોન્ટ્રાક્ટર દ્વારા પુરા પાડવામાં આવેલ માલસામાનના કેટલાં પરીક્ષણો કરાવવા તે અંગેના "શીડયુલ ઓફ ટેસ્ટીંગ" આ જોડે સામેલ છે. આવા પરીક્ષણો પૈકી ૧૦% માન્ય લેબોરેટરી/ગેરી, બીજા ૧૦% પરીક્ષણો ગેરી લેબોરેટરી અને બાકીના ૮૦% પરીક્ષણો ફીલ્ડ લેબોરેટરીમાં કરાવવાના રહેશે. પરંતુ ગેરીમાં નીચેના દરેક પૈકી ઓછામાં ઓછું એક પરીક્ષણ ગેરી લેબોરેટરીમાં તથા ઓછામાં ઓછું એક પરીક્ષણ ગેરી / સરકાર માન્ય લેબોરેટરીમાં અને બાકીના સ્થળ ઉપર સ્થાપેલ લેબોરેટરીમાં કરાવવાના રહેશે.

- એ. એગ્રીગેટ (૧) ગ્રેડેશન (૨) ફલેકીનેશ અને ઈલોન્ગેશન વેલ્યુ (૩) ઈમ્પેક્ટ વેલ્યુ (૪) વોટર એબસોર્પશન
- બી. માટી (૧) ફીલ્ડ એફ.ડી.ડી. અને એફ.એમ.સી. (૨) સીવ એનાલીસીસ
- સી. રેતી (૧) ગ્રેડેશન
- ડી. ઈટો (૧) ડાયમેન્શન અને ટોલરન્સ ટેસ્ટ (૨) વોટર એબસોર્પશન
- ઈ. કોન્ક્રીટ (૧) નોન ડિસ્ટ્રક્ટીવ ટેસ્ટ (અલ્ટ્રા સોનીક ટેસ્ટીંગ પદ્ધતિથી) (૨) સમ્પ ટેસ્ટ (૩) કોમ્પ્રેસીવ સ્ટ્રેન્થ
- એફ. બીટ્યુમીનસ મીક્સ (૧) ડામરની ટકાવારી.
- જી.ડાય મીક્સ મટીરીયલ (૧) ગ્રેડેશન

૭૬.૧.૨. સ્થળ પરના પરીક્ષણો માટે ઈજારદારે સ્વ ખર્ચે જરૂરી તમામ સાધનો સહીતની ફીલ્ડ ટેસ્ટીંગ લેબોરેટરી કામના સ્થળે યોગ્ય જગ્યા ઉપર સ્થાપવાની રહેશે. રસ્તાના કામ માટે પ્લાન્ટના સ્થળે કામનું સ્થળ ગણવામાં આવશે. પરંતુ કામનું સ્થળ લેબોરેટરી દુર હોય તો ઈજારદારશ્રી દ્વારા મોબાઇલ લેબોરેટરીની જરૂરી વ્યવસ્થા રાખવાની રહેશે.

૭૬.૧.૩. ધારાધોરણ પ્રમાણેના પરીક્ષણોની સંખ્યા પૈકી ૮૦ % પરીક્ષણ ફીલ્ડ લેબોરેટરીમાં ઈજારદારના અધિકૃત ક્વોલીફાઇડ ઈજનેર જેઓને સંબંધિત ચીફ ઓફીસરશ્રીએ યઠહબચ્ચ આપેલ હોય તેમના દ્વારા ખાતાના નાયબ ચીફ ઓફીસરશ્રી / મદદનીશ ઈજનેર / અધિક મદદનીશ ઈજનેરની હાજરીમાંજ કરવાના રહેશે અને પરિણામોમાં સંયુક્ત સહીઓ કરવાની રહેશે. જ્યારે ૧૦ % પરીક્ષણ ગેરી / સરકાર દ્વારા માન્ય લેબોરેટરી (ઓછામાં ઓછું એક પરીક્ષણ) અને ૧૦% પરીક્ષણ ગેરી લેબોરેટરીમાં (ઓછામાં ઓછું એક પરીક્ષણ) મારફતે કરવાના રહેશે.

૭૬.૧.૪. કુલ પરીક્ષણોના ૮૦% પરીક્ષણ એકજ સ્થળે એકજ સમયે એક જ તબક્કામાં નહીં કરતાં કામની પ્રગતિ મુજબ જે તબક્કાએ જે તે કામગીરીને અનુરૂપ જે મટીરીયલ્સ વાપરવાનું થતું હોય તદ્દનુસાર શરૂઆતના તબક્કામાં રાખવું તથા વચ્ચેના તબક્કામાં તેમજ આખરી તબક્કામાં કરાવવાનું રહેશે. આમ છતાં આ બાબતે સ્થાનિક કક્ષાએથી નાયબ ચીફ ઓફીસરશ્રી એ જરૂરીયાત મુજબ તબક્કાવાર પરીક્ષણોની સંખ્યા નક્કી કરશે.

૭૬.૧.૫. ગુણવત્તા નિયમન ધારા ધોરણ પ્રમાણેના બધા જ રજીસ્ટર નિયમિત રીતે નિભાવવાના રહેશે અને તે જે સ્થળે લેબોરેટરીમાં ઉપલબ્ધ રહે તેમ રાખવાના રહેશે.

૭૬.૧.૬. જો કોઈ કારણસર ટેસ્ટીંગ ના સાધન અપ્રાપ્ય હોય અથવા વસાવવામાં સમય જાય તેમ હોય કે વ્યવહારુ ન હોય (જેમ કે ઇલેક્ટ્રોમેટીક બેરીંગ) તો આવા પરીક્ષણો સરકાર માન્ય સંસ્થાઓમાં કરાવી શકાશે અને આ બાબતનો નિર્ણય સંબંધિત ચીફ ઓફીસરશ્રી / નાયબ ચીફ ઓફીસરશ્રી કરશે. જે કોન્ટ્રાક્ટર ને બંધનકર્તા રહેશે. ગેરીમાં ન થઈ શકે તેવા ટેસ્ટ સરકાર માન્ય લેબોરેટરીમાં કરાવી શકાશે.

૭૬.૧.૭. ગેરીમાં સરકાર માન્ય લેબોરેટરીમાં કરાવવાના ટેસ્ટીંગનો ખર્ચ ઈજારદારશ્રી દ્વારા ભોગવવાનો રહેશે અને જો ઈજારદાર કામની સાઈટ ઉપર લેબોરેટરી ન સ્થાપે તો કામની અંદાજી કિંમતના ૧% મર્યાદા વસુલાત માટે સીમીત રહેશે નહિ. પરંતુ ખરેખર ચુકવવાપાત્ર બીલની રકમ આધારીત વસુલ કરાશે. (મા.મ. વિભાગનો તા. ૩૧/૧૨/૦૮ નો પરિપત્ર ક્રમાંક : ૫૨૪/૧૦૨૦૦૭/૨૮/સ) સરકારશ્રીના છેલ્લા પરિપત્ર પ્રમાંક ૫૨૪-૧૦-૨૦૦૭-૨૮/સ તા. ૩૧/૧૨/૨૦૦૮ મુજબ અમલ કરવાનો રહેશે.

ખંડ ૭૭.૨ :- આ કામ માટે ઈજારદાર દ્વારા વાપરવામાં આવતી સિમેન્ટની ખાલી થેલીઓ વિભાગને ૨૫ થેલીના બંડલમાં ફી ઓફ કોસ્ટ પરત આપવાની રહેશે. વાપરેલી થેલીઓના ૫ ટકા વેસ્ટેજ ગણી બાકી ૯૫ ટકા થેલીઓ નગરપાલિકાના પી.ડબલ્યુ.ડી.સ્ટોરમાં પહોંચાડવાની રહેશે. (મા.મ.વિ.નો તા.૨-૧-૨૦૦૪ નો પરિપત્ર ૫૨૪/૧૨૦૩/૩૮૨૮/ન)

ખંડ ૭૮ : ચૂકવણાના બીલમાંથી જે તે સમયે લાગુ પડતો જી.એસ.ટી. જી.એસ.ટી અધિનિયમ -૨૦૧૭ મુજબની જોગવાઈ મુજબ ચુકવણાના સ્થાનેથી કાપવાપાત્ર હશે તો તે કાપવામાં આવશે. આ બાબત એટ સોર્સ કાપવાને લગતી હોઈ આ અંગેના કાયદામાં વખતો વખત જે ફેરફારો થશે તે મુજબ ટેક્સ કપાત કરવામાં આવશે. ઈજારદારે ભાવો ટેક્સ સહીત ભવાના હોઈ આ ટેક્સ કપાત મજરે મળવાપાત્ર નથી. (નાણાં વિભાગના તા. ૧/૪/૨૦૦૮ ના જાહેરનામાં ક્રમાંક : (જી.એચ.એન.-૧૪) વેટ-૨૦૦૮-એસ-૫૯-બી(૩)(૧) થ

ખંડ-૭૯ : ચૂકવણાના બીલમાંથી થયેલ કામની કિંમતના ૧% લેખે "બિલ્ડીંગ એન્ડ અધર કન્સ્ટ્રક્શન વર્ક વેલફેર સેસ એક્ટ" અને તે હેઠળ ઘડાયેલ ગુજરાતના ૧૯૯૮ના નિયમોના નિયમ-૫ ની જોગવાઈ મુજબ ઉક્ત સેસ નો ફાળો વસુલ કરવામાં આવશે (શ્રમ અને રોજગાર વિભાગની તા.૩૧.૦૧.૦૫ની અધિસૂચના ક્રમાંક : જીએચઆર/૨૦૦૫/૦૪/ સીડબલ્યુએ/૨૦૦૪/૮૪૧/મ-૩ અને તે વિભાગનો તા. ૦૯.૧૨.૦૫નો ઠરાવ ક્રમાંક : સીડબલ્યુએ/૨૦૦૪/૧૮૩૧/મ-૩) તથા મા.મ. વિભાગનો તા. ૦૨.૧૨.૦૬નો પરિપત્ર ક્રમાંક : એસએચઆર/૧૦૨૦૦૪/આઈ.બી.-૪૧(૨૪)/સ.

Annexures : The information in the following annexure 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 Chief Officer

Dept. :

Place :

Date :

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

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

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

Dated Signature of Tenderer

ANNEXURE-2

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

અ) મજૂરીના દૈનિક દર

- | | |
|--|------|
| ૧) કડીયા, સુથાર, પ્લમ્બર, સ્કીલ્ડ કારીગરોના દર | રૂા. |
| ૨) ભીસ્તી, હેલ્પર, વગેરે સેમી સ્કીલ્ડ કારીગરોના દર | રૂા. |
| ૩) મજૂરો (સ્ત્રી-પુરુષ) આસ્કીલ્ડ મજૂરોના દર | રૂા. |

૧) મકાનો

અનું	ટેન્ડર આઈટમ નં.	માલસામાનની વિગત	યુનિટ	દર
૧.		ઈંટો.	૧૦૦૦ નંગ	રૂા.
૨.		પથ્થર ચણતરનો	ઘ.મી	રૂા.
		ખાણ લીડ		
		કપચી	૧૨ મીમી થી ૨૦ મીમી	
૩.		ખાણ	ઘ.મી	રૂા.
૪.		લીડ	કી.મી	રૂા.
		રેતી પ્રાપ્તી સ્થાન	લીડ કીમી	
૫.		લાકડું સાગીન્કટ સાઈઝ		
		(સરેરાશ યાદી માટે)		

		(અ) બારી	ચો. મી	રૂ.
		(બ) બારણા	ચો. મી	રૂ.
૬.		ફ્લોરીંગ ટાઇલ્સ	ચો. મી	રૂ.
૭.		પોલીસ કોટા સ્ટોન જાડાઈ મી.મી.	ચો. મી	રૂ.
૮.		ગેલ્વેનાઈઝ પાઈપ		
		અ) ૨૫ મી.મી	દર. મી	રૂ.
		બ) ૧૨ મી.મી	દર. મી	રૂ.

૨) (રસ્તાઓ) કામના સ્થળ ઉપરના ભાવ

અનુ.	ટેન્ડર અનુ.	માલસામાની વિગત	ખાણ પ્રાપ્તિ સ્થાનું નામ (સરેરાશ)	લીડ કી.મી.	યુનિટ	દર રૂ.
૧.		મુરમ		ધ. મી.		
૨.		હાર્ડ મુરમ		ધ. મી.		
૩.		રેતી		ધ. મી.		
૪.		મેટલ		ધ. મી.		
૫.		કપચી ૧૨ મી.મી થી ૨૦ મી.મી		ધ. મી.		
૬.		પથ્થર પીચીંગ માટે		ધ. મી.		

૩) હોટ મીક્સના કામો માટે કામના સ્થળ ઉપરના પડતરના ભાવ

અનુ.	ટેન્ડર અનુ.	વિગત	યુનિટ	દર	રીમાર્ક્સ
૧.		કપચી	ધ. મી.		
૨.		ગ્રીટ	ધ. મી.		
૩.		બલ્ક આસ્ફાલ્ટ	મે. ટન		
૪.		ડામર કામની મજૂરી	મે. ટન		

૪) પુલોના કામો : કામ સ્થળ ઉપરના ભાવ

અનુ.	ટેન્ડર અનુ.	માલસામાની વિગત	ખાણ પ્રાપ્તિ સ્થાનું	લીડ કી.મી. (સરેરાશ) યુનિટ	યુનિટ	દર રૂ.
૧.		મશીન કસ્ટ મેટલ			ધ. મી.	
૨.		કપચી			ધ. મી.	
૩.		ગ્રીટ			ધ. મી.	
૪.		રેતી			ધ. મી.	
૫.		હાઈ ટેન્સાઈલવાટર			મે. ટન	

એકરાર પત્ર

ઉપરોક્ત પરિશિષ્ટોમાં આપેલ ટેન્ડરમાં ભરેલ ભાવોની ચકાસણી અંગે હોઈ તે ખાતાને બંધનકર્તા રહેશે નહીં. તેમજ તેનાં દર્શાવેલ ખાણ મથકેથી સ્પીસીફિકેશન મુજબનો માલસામાન નહીં મળે તો તે સ્પીસીફિકેશન પ્રમાણેનો માલસામાન ખાતુ માન્ય કરે તે અન્ય જગ્યાએથી લાવી આપીશું જે માટે કોઈ વળતરનો કલેઈમ મુકવામા આવશે નહિ.

**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 (Bank)

Sum of bond (express in words and figures)

Contract No. and date of Contract

KNOW ALL MEN BY THESE PRESENT, THAT WE, THE PRINCIPALS AND SURETY: Above named are held and firmly bound up to 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 dates as shown above and hereto attached for the execution of work

NOW THEREFORE, if the Principal shall well and truly perform and fulfill at 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 discharge or till the Employer certifies that the terms and conditions and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

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

In the presence of witness
Principal

Individual

1.....as to (Seal)
2.....as to (Seal)
3.....as to (Seal)
4.....as to (Seal)
by..... affix Corporate Seal

Attested

Corporate surety
Business address

Affix byCorporate Seal

Title

For and on behalf of the Employer

ANNEXURE - 4

LIST OF WORKS ALREADY COMPLETED BY THE TENDERER

ઈજારદારે પૂરા કરેલ કામોની યાદી

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

Note : Necessary certificate from office concerned shall be attached with the tender
સંબંધિત અધિકારીનું જરૂરી પ્રમાણપત્ર ટેન્ડર સાથે રાખવું.

ANNEXURE - 5

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

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

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

ANNEXURE - 6

DECLARATION REGARDING WORKS ON HAND WITH TENDERER

ઈજારદારના હાથ પર હોય તેવા કામની વિગત

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

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

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

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

SCHEDULE – 'A' અનુસૂચિ-‘ક’

Schedule showing (approximately) the materials to be supplied from the Public works store for work contracted to executed and the rates at which they are to be charged for
જે કામ હાથ ધરવા માટે કોન્ટ્રાક્ટ કરાયો હોય તે કામમાં બાંધકામ વિભાગના સ્ટોરમાંથી પૂરો પાડવાનો માલસામાન (આશરે) અને તે અંગે વસુલ લેવાના દર દર્શાવતી અનુસૂચિ

Particulars વિગત	Approximate quantity અંદાજી જથ્થો	Rate at which the materials will be charged to the contractor કોન્ટ્રાક્ટર પાસેથી માલસામાન માટે લેવાનો થતો દર		Place of delivery ડીલીવરીનું સ્થળ
૧	૨	૩	૪	૫
		Unit એકમ	Rate in Rupees ભાવ રૂપિયામાં	
	----- Nil -----			

નોંધ ૧ :- આ કામમાં વાપરવા સીમેન્ટ અથવા સ્ટીલ તથા કોઈપણ કામમાં માલસામાન વિભાગ તરફથી પુરી પાડવામાં આવશે નહીં. (મા.મ.વિ. ઠરાવ ક્રમાંક : ટી.એન.સી./૧૦૮૮/આઈ.બી./૨૨૦-૧૮- સ તા. ૩૧-૩-૦૫) પરંતુ નર્મદા, જળસંપત્તિ અને પાણી પુરવઠા વિભાગ દ્વારા કામમાં વાપરવા જરૂરી સ્ટીલ વિભાગ દ્વારા પુરૂ પાડવાની જોગવાઈ તા. ૨૩-૬-૮૭ ના વિભાગના ઠરાવ ક્રમાંક એસ.ટી.એલ./ ૧૦૮ / કે / ૫૮ / ભાગ (હ) દ્વારા ચાલુ રાખવામાં આવે છે. આ અંગે શીડયુલ -એ માં જે જોગવાઈ કરવામાં આવે તે આખરી ગણાશે.

નોંધ-૨ :- સીમેન્ટ :- જ્યારે સીમેન્ટ ઈજારદાર દ્વારા કામમાં વાપરવા લાવવામાં આવે ત્યારે આવો સીમેન્ટ ઈજારદાર આઈ.એસ.પ્રમાણપત્રવાળા તથા મૂળ ઉત્પાદક કંપનીમાંથી સીધી રીતે મેળવવાનો રહે છે. અને તેની ખરાઈ માટે તેના ચુકવણાના બીલો .ઈ.શ્રીને રજૂ કરવાના રહેશે. આવો સીમેન્ટ કંપનીના અધિકત વિક્રેતા પાસેથી ખરીદી શકાશે નહીં પરંતુ ભાવ વધારાના સ્ટાર રેઈટ મુજબ ચુકવણ કરવા અંગેની ગણતરીમાં લેવાના સીમેન્ટના ભાવો અધિકત વિક્રેતા પાસેથી મેળવી શકાય, પરંતુ અધિકત વિક્રેતા પાસેથી ખરીદ કરી શકાય નહીં. (તા. ૬-૪-૮૮ નો મા.મ.વિ.પરિપત્ર ટીએનસી / ૧૦૮૮/આઈબી / (૧૮) / સ)

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

નોંધ ૪ :- ડામર :- જ્યારે કામમાં વાપરવા ડામર ઈજારદાર દ્વારા લાવવાનો હોય ત્યારે તે ડામર ઈજારદારે ઓઈલ રીફાઈનરીમાંથી પૈસા ભરી ત્યાંથી જ સીધો ખરીદવાનો રહેશે. આ અંગે ઈજારદારે પુરી કરવાની શરતો નીચે મુજબ રહેશે. (૧) ઈજારદાર ડામર ક્યાંથી લાવ્યા તે અંગેનું બીલ અસલમાં કા.ઈ. ને રજુ કરવાનું રહેશે. (૨) રીફાઈનરીના ગેટપાસ પણ બીલ સાથે સામેલ કરવાના રહેશે. (૩) ડામર જે ટેન્કરમાં લાવવામાં આવે તે ટેન્કરનો વાહન નંબર બતાવવાનો રહેશે. (૪) ડામર ઉપર ઈજારદારશ્રીને એડવાન્સ પેમેન્ટ અથવા સીક્યોર્ડ એડવાન્સ મળી શકશે નહીં. (૫) ઈજારદારે રજુ કરેલ અસલ બીલમાં ડામરનો ગ્રેડ (ક્વોલીટી અંગે) ઉલ્લેખ હોવો જોઈએ. આ અંગે ઈજારદારે ડામરના ગ્રેડ અંગેનું ટેસ્ટ રીપોર્ટ / ગ્રેડ અંગેનું પ્રમાણપત્ર રજુ કરવાનું રહેશે. (૬) ઈજારદારે ડામરની આવક / વપરાશ / બચત અંગેનું રજીસ્ટર પ્લાન્ટ / સાઈટ ઉપર નિભાવવાનું રહેશે. (મા.મ.વિ.પરિપત્ર ક્રમાંક એસ.ટી.આર/૧૦૯૭/૮૨/૬ તા.૨૭-૧૧-૮૭ અને ૨૧-૧૧-૮૮)

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

નોંધ ૫ : ટેન્ડર રજુ કરનાર વ્યક્તિ કે પેઢીએ ટેન્ડર રજુ કરતાં પહેલાં તેને આપવામાં આવતાં ફોર્મમાં હવાલાના ઈજનેરે ઉપરની અનુસૂચિમાં દર ભરી આપ્યા હોય તેની ખાતરી લેવી.

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

નોંધ ૬ : કોઈ કામ માટે કોન્ટ્રાક્ટર ને વિના મુલ્યે પુરો પાડવાનો માલ-સામાન અનુસૂચિ 'ખ' તેમજ કોન્ટ્રાક્ટર ના કરાર સાથે જોડેલી વિગતોની યાદી ઉપરાંત અનુસૂચિ 'ક' માં જણાવવું.

SCHEDULE ' B'

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

items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	item of work કામની બાબત	Estimate Rates		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In Figure	In Words		
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 rate mentioned above. Amount of my / our tender works out as under.

*Estimated Amount

Put to Tender Rs.

Add.....% above Rs.

Total Rs.

In Words.....

.....

*Estimated Amount

Put to Tender Rs.

Deduct..... % below Rs.

Net Rs.

In Words.....

.....

(* Please strike out whichever is not applicable.)

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

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

Notes 2 - All the columns is Schedule should be filled in ink and the total of the entries in the last column should be struck by the contractor under his signature.

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

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

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

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

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

Signature of the contractor:

કોન્ટ્રાક્ટરની સહી:

Signature of the Chief Officer:

ચીફ ઓફીસરની સહી:

શરતો અને બોલીઓ

૧. આ કામની પાકી કબુલાત તમારા ખર્ચે ભાવ મંજૂર થયાના દિન – ૭ માં, રૂ. ૩૦૦.૦ ના સ્ટેમ્પ પેપર અથવા સરકારશ્રીની સુચના મુજબની રકમના સ્ટેમ્પ પેપર ઉપર કરી આપવાનો રહેશે. આ ભાવો નગરપાલિકા વિસ્તારમાં આવેલ, નાના-મોટા રીપેરીંગ વર્ક માટે અથવા સત્તાધિકારી દ્વારા ઓર્ડરથી આપવામાં આવતા કામો માટે જ લાગુ રહેશે. કોન્ટ્રાક્ટના સમયગાળા દરમિયાન કોઈપણ કામ આપવા ન આપવાની સત્તા નગરપાલિકાની અબાધિત રહેશે. વર્ક ઓર્ડર મુજબનું કામ સમયમર્યાદામાં પુર્ણ ન થાય તો, અત્રે જમા લેવામાં આવેલ, સીક્યુરીટી ડીપોઝીટ જપ્ત કરી લેવામાં આવશે.
૨. ઈજારદારશ્રીએ સક્ષમ સત્તાધિકારીશ્રી દ્વારા આપવામાં આવેલ, ઓછામાં ઓછા રૂ. ૧૦.૦ લાખની રકમના કામોના અનુભવના પ્રમાણપત્રો રજૂ કરવાના રહેશે, તે સિવાય ભાવપત્રક મંજૂર કરવામાં આવશે નહીં.
૩. બાના પેટે રજૂ કરવામાં આવેલ રૂ. ૫૦,૦૦૦/- ની રકમની થાપણ, સીક્યુરીટી ડીપોઝીટ તરીકે જમા લેવામાં આવશે, જે કોન્ટ્રાક્ટ સંતોષકારક રીતે પુર્ણ થયા બાદ જ પરત મળશે. તમામ કામોમાં બીલની રકમના ૫% મુજબની રકમની અલગથી સીક્યુરીટી ડીપોઝીટ તરીકે કપાત કરવામાં આવશે, જે કામ પુર્ણ થયાના ૯ માસ અથવા એક ચોમાસુ અથવા નીચમોનુસારના ડીફેક્ટ લાએબીલીટી પીરીયડ મુજબ પરત મળશે. સરકારશ્રી દ્વારા વખતો વખત નક્કી કરવામાં આવે તે મુજબની કપાત કરવામાં આવશે.
૪. કામમાં વપરાતુ મટીરીઅલ નગરપાલિકાના ઈજનેરશ્રી પાસે પાસ કરાવ્યા બાદ જ વાપરવાનું રહેશે, મટીરીઅલ ફેરફાર કરતા પહેલા મંજૂરી લેવાની રહેશે. ચાલુ કામ અસંતોષકારક અથવા ગુણવત્તા સભર ન જણાતા, નગરપાલિકા ના ઈજનેર તથા સંબંધિત અધિકારી જણાવે તો આપના ખર્ચે ફરીથી કરી આપવાનું રહેશે. ઈજનેરશ્રીને જરૂર જણાએ કામોની ગુણવત્તાના પ્રમાણપત્રો રજૂ કરવાના રહેશે.
૫. કોઈપણ કામ અત્રેની કચેરીના લેખીત વર્ક ઓર્ડરના હુકમ બાદ જ શરૂ કરવાનું રહેશે. નગરપાલિકા ના એન્જીનીયરશ્રીની તથા નગરપાલિકાના ચીફ ઓફીસરના લેખીત હુકમ કે જાણ બહાર કરેલ કામની જવાબદારી નગરપાલિકાની રહેશે નહીં, તેમજ તેનું ચુંકવણું કરવામાં આવશે નહીં. કોઈપણ કામ શરૂ કરતા પહેલાં તથા પુર્ણ થયા બાદના ફોટોગ્રાફસ અવશ્ય રજૂ કરવાના રહેશે.
૬. અત્રેથી હુકમ કરાય તે મુજબ કામ બંધ/શરૂ કરવાનું રહેશે. અત્રેથી કામમાં વધારો/ ઘટાડો કરવાનું જણાવવામાં આવે તો તે પ્રમાણે કરવાનું રહેશે. કામમાં વધારો થશે તો વધારાના કામના પૈસા સદર હું કામની આઈટમના સામે મંજૂર થયેલ ભાવ પ્રમાણે ચુકવવામાં આવશે, અથવા અત્રેથી જે ભાવ નક્કી કરવામાં આવશે તે મુજબ ચુકવવામાં આવશે.
૭. કામગીરી દરમિયાન નગરપાલિકાની અન્ય કોઈપણ અકસ્યામત ને નુકશાન પહોંચે તો ઈજારદારશ્રીએ સ્વખર્ચે કરી આપવાનું રહેશે. પાણીની લાઈન અને કનેક્શન, ગટર લાઈન અને કનેક્શન તુટે તો ઈજારદારશ્રીએ સ્વખર્ચે કરી આપવાનું રહેશે.

૮. કોઈપણ સંજોગોમાં કામની ગુણવત્તા અંગે દગો માલુમ પડશે તો અથવા કોઈ સંજોગોમાં કામ અન્ય ઈજારદાર પાસે કરાવવું પડે તો, તેમાં જે કાંઈ પણ ખર્ચ થાય તે આપના બીલમાંથી અગર આપની મિલ્કતમાંથી કાયદેસર વસુલ કરવામાં આવશે, જેમાં આપની કોઈપણ તકરાર ચાલશે નહીં, અને જો બચત રહે તો તેમાં આપનો કોઈપણ હક લાગશે નહીં.
૯. જાહેર રજા તથા રવિવારની રજાઓના દિવસોમાં કામગીરી બંધ રાખવાની રહેશે, પરંતુ ક્યોરીંગ તથા જાળવણીની કામગીરી રાખેતા મુજબ ચાલુ રાખવાની રહેશે, તેમ છતાં જરૂરીઆતના પ્રસંગોએ અત્રેની ક્યોરીએથી સુચના આપવામાં આવે તે મુજબ કામગીરી ચાલું રાખવાની રહેશે.
૧૦. વર્ક ઓર્ડર મુજબની સમયમર્યાદામાં કામ પુર્ણ ન થાય તો શીડ્યુલ 'બી' માં દર્શાવ્યા મુજબ લીકવીડીટી ડેમેજીસ/ પેનલ્ટી ગણી ચુકવવાના થતા બીલમાંથી અગરતો આપની મિલ્કતમાંથી વસુલ કરવામાં આવશે. કામ પુર્ણ થયા બાદ સાઈટ કલીયર કરી આપવાની રહેશે, તેમજ કામ પુર્ણ બાદ પણ અત્રેથી જણાવ્યા મુજબ નિયમોનુસારની જાળવણી તથા ક્યોરીંગની વ્યવસ્થા કરવાની રહેશે.
૧૧. ઈજારદારશ્રીએ નીચે જણાવ્યા પૈકી કોઈપણ એક બ્રાન્ડનો સિમેન્ટ વાપરવાનો રહેશે.
૫૩ ગ્રેડ-મેજર પ્લાન્ટ-ઓ. પી. સી. આઈ. એસ. આઈ.
૧. અંબુજા ૨. અલ્ટ્રાટ્રેક ૩. સિધ્ધિ ૪. કમળ ૫. જે. કે. લક્ષ્મી
૬. સાંઘી ૭. એ. સી. સી. ૮. બિનાની ૯. કોરોમંડળ ૧૦. જે. કે. સુપર
અથવા અન્ય વાપરવાના કીસ્સામાં પુર્વ મંજૂરી લેવાની રહેશે.
૧૨. સાઈટ પર કામમાં કોઈ બાળમજૂરોનો ઉપયોગ કરી શકાશે નહીં.
૧૩. બીલના નાણાં નાણાંકીય ઉપલબ્ધી અનુસાર તથા સક્ષમ અધિકારીશ્રીની મંજૂરી મળેથી ચુકવવામાં આવશે. કોઈપણ કામમાં ચુકવણું ન થવાના સંજોગોમાં અન્ય કામ બંધ રાખી શકાશે નહીં.
૧૪. જો આપના નજીકના સગા આ નગરપાલિકાની ક્યોરીમાં ચીફ ઓફીસર, નાયબ ચીફ ઓફીસર, મદદનીશ ઈજનેર, અધિક મદદનીશ ઈજનેર, ઈજનેર ઓવરસીયર, કલાર્ક, હિસાબનીશ તથા અન્ય પદાધિકારી તરીકે હાલ ટેન્ડર ભરવાની તારીખે કામ કરતા હશે, અથવા હોદ્દો ધરાવતા હશે, તે આપના ભાવ ખોલવામાં આવશે નહીં.
૧૫. ટેન્ડરમાં ભરેલી આઈટમના ભાવામાં ભુલચુક રહેશે તો આપના જોખમે છે.
- ૧૬ આ કામ અંગે આપને સામાન લઈ જવો અગર લાવવો પડે તો તેનો તમામ ટેક્ષ આપને ભરવાનો રહેશે.
૧૭. આ ભાવો તા. ૩૧/૦૩/૨૦૨૩ સુધી આપવામાં આવેલ વર્ક- ઓર્ડર માટેજ અમલી રહેશે. તા. ૩૧/૦૩/૨૦૨૪ બાદ નગરપાલિકા જણાવે તો તે પ્રમાણે કામગીરી કરી આપવાની રહેશે.
૧૮. કોઈપણ વિવાદની બાબતમાં નગરપાલિકાનું અર્થઘટન આખરી ગણાશે, તેમજ વિવાદના સંજોગો માટેનું ન્યાયીક ક્ષેત્ર વાઘોડિયા રહેશે.

આ ટેન્ડર મે મારી રાજીખુશી તથા અકકલ હોંશીયારીથી ભરી આપેલ છે તે મને તથા મારા વારસોને કબુલ મંજૂર છે.

તા.

કોન્ટ્રાક્ટરની સહી:-

સરનામું:-

વાઘોડિયા નગરપાલિકા

આ સાથે કોન્ટ્રાક્ટરે નીચે જણાવેલ માહિતી ટેન્ડર સાથે અચૂક રીતે પુરી પાડવાની રહેશે.

૧. રજીસ્ટ્રેશન કોપીની (જો ભાગીદારી પેઢી હોય તો સંસ્થા/પેઢી/કંપનીનું નોંધણીનું પ્રમાણપત્ર તથા કરારનામું ફરજીયાત રજુ કરવાનું રહેશે.) માન્ય સ્વ પ્રમાણિત નકલ, મ્યુની.કોર્પો/સરકારી/અર્થ સરકારી/બોર્ડ/નિગમ/જાહેર સંસ્થાઓમાં યોગ્ય વર્ગ અને શ્રેણીમાં રજીસ્ટ્રેશન કે માન્યતા ધરાવતા હોય તો તેની પ્રમાણિત નકલ
૨. રૂા. ૨.૦ લાખની સોલવંશી સર્ટીફિકેટની માન્ય સ્વ પ્રમાણિત નકલ ચાલુ વર્ષ
૩. ટેન્ડર ફી પેટે, ચીફ ઓફિસર, વાઘોડિયા નગરપાલિકાના નામનો રૂા. ૧૦૦૦/- નો ડીમાન્ડ ડ્રાફ્ટ
૪. ઈ.એમ.ડી.પેટે ચીફ ઓફિસર, વાઘોડિયા નગરપાલિકાના નામની રૂા. ૫૦,૦૦૦/- એફ.ડી.આર
૫. ઓછામાં ઓછા રૂા. ૧૦.૦ લાખની રકમના પુર્ણ કરેલ કામના આધારભૂત પ્રમાણપત્રો
૬. પાન કાર્ડ તથા જી.એસ.ટી ની માન્ય સ્વ પ્રમાણિત નકલ, ઈ.પી.એફ. સર્ટીફિકેટની પ્રમાણિત નકલ.

E2-ક્લાસ અને તેનાથી ઉપરના વર્ગમાં નોંધાયેલા કોન્ટ્રાક્ટર સ્વ પ્રમાણિત નકલ.

જી.એસ.ટી. સર્ટીફિકેટની પ્રમાણિત નકલ તથા છેલ્લા ૧ વર્ષમાં જી.એસ.ટી ભર્યાની નકલ.

ઉપર જણાવેલી વિગતો ઓનલાઈન સ્કેન કરી ટેન્ડર સાથે અચૂક જોડવાની રહેશે, તે સીવાયના ભાવપત્રકો માન્ય ગણાશે નહીં.

નોંધ :- ઉપર જણાવ્યા મુજબની વિગતો ખોટી જણાશે તો, ભાવપત્રકો માન્ય ગણાશે નહીં, તેમજ જો કરાર ચાલુ હશે તો તે રદ કરવામાં આવશે.

ચીફ ઓફિસર
વાઘોડિયા નગરપાલિકા

કોન્ટ્રાક્ટરની સહી તથા સીકકો