

MANDVI NAGARPALIKA



Name of work :-

ANNUAL RATE FOR C.C. ROAD REPAIRING AT MANDVI NAGARPALIKA AREA, MANDVI NAGARPALIKA.

**CHIEF OFFICER
MANDVI NAGARPALIKA
MANDVI – 370465
DIST – KUTCH (GUJARAT)
PH- 02834 - 223010**

FORM B

- 1

ફોર્મ બ - ૧

GUJARAT STATE ROADS & BUILDING DEPARTMENT

ગુજરાત રાજ્ય માર્ગ અને મકાન વિભાગ

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

કામો માટેનું ટકાવારી દરવાજું ટેન્ડર અને કંટ્રાક્ટ

Name of work :-
કામનું નામ

ANNUAL RATE FOR C.C. ROAD REPAIRING AT MANDVI NAGARPALIKA AREA,
MANDVI NAGARPALIKA.

Division – વિભાગ

Mandvi Nagar palika, Mandvi

ઓન લાઈન ટેન્ડરની તા.

AS PER
ONLINE NIT

ઓનલાઈન ટેન્ડર સબમીશનની છેલ્લી તા.

AS PER
ONLINE NIT

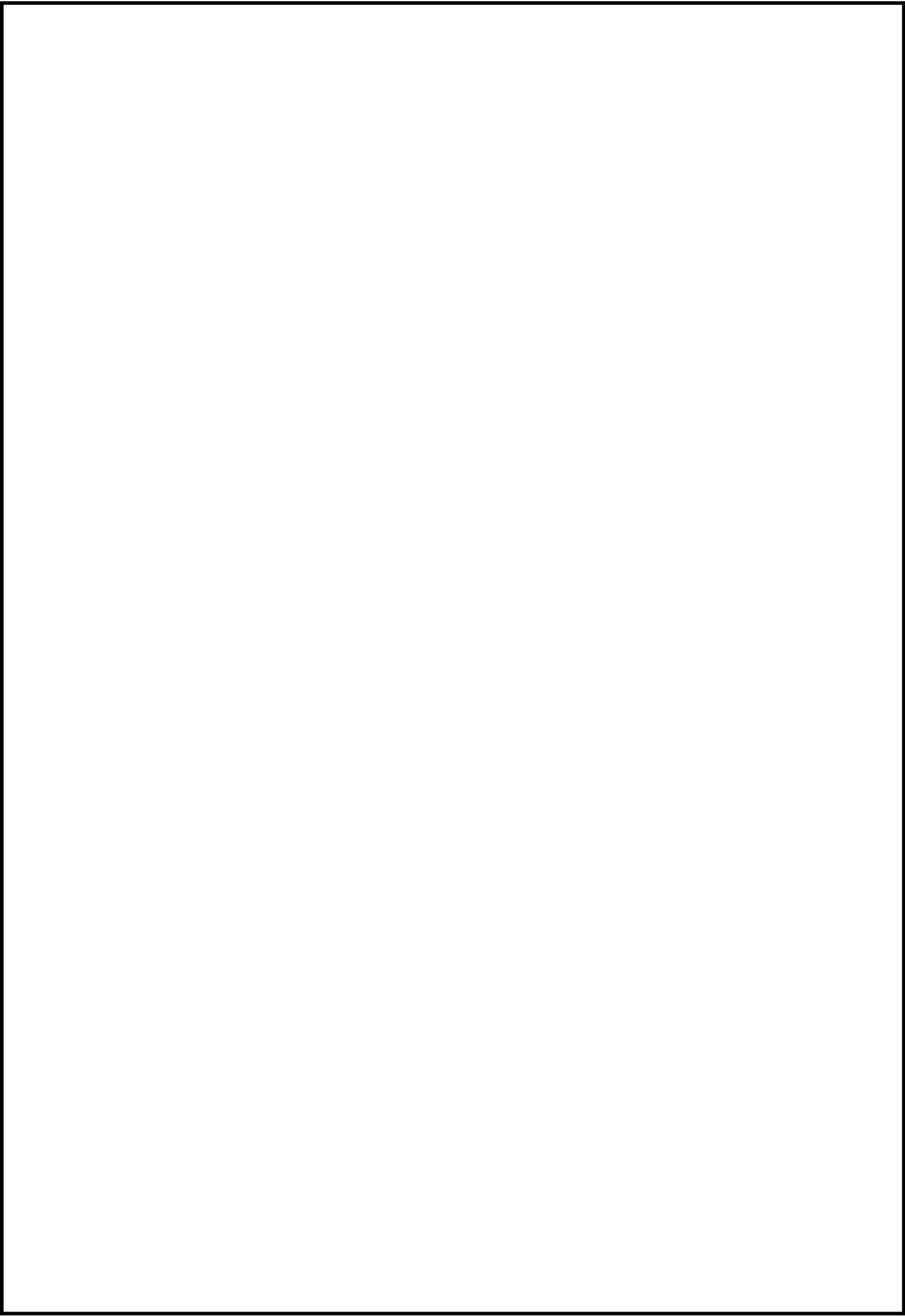
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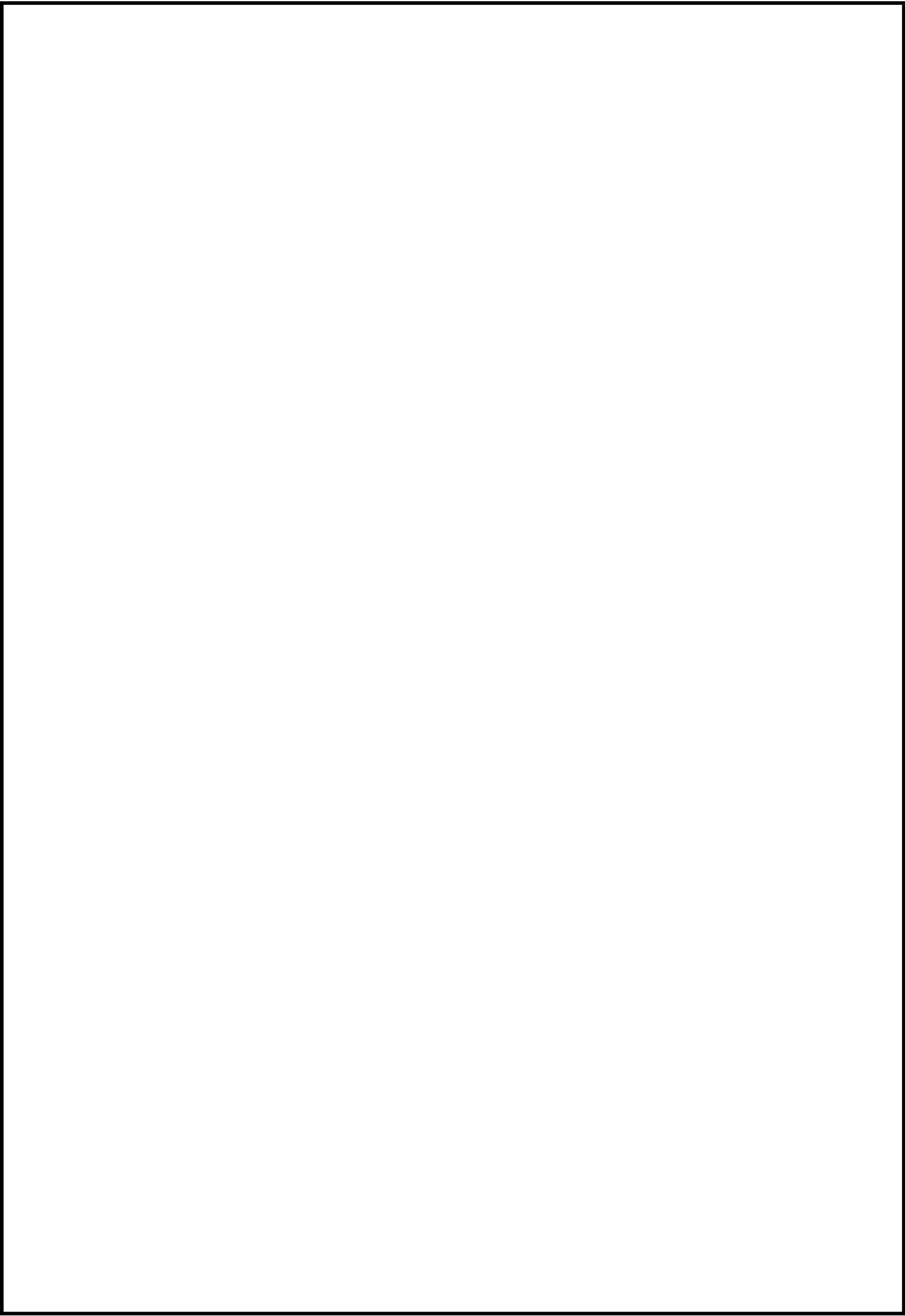
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**Chief Officer
Mandvi Nagar palika**

**MANDVI – 370465
DIST – KUTCH (GUJARAT)
PH- 02834 - 223010**





MANDVI NAGARPALIKA E-TENDERING (ON LINE TENDER NOTICE – 2021-2022)					
Online tenders (E-Tendering) for below stated works are invited by Chief Officer Mandvi Nagarpalika Mandvi Pin 370465 Phone No. (02834 – 223010) from approved in appropriate class contractors registered in Gujarat State Road and Building Department. And narmada water and kalpasar department, CPWD, as per on line E-Tendering Procedure.					
2.0 (A) GENERAL DETAILS OF WORKS					
Sr. No.	Name of Work	Estimated Cost Rs.	Earnest Money Deposit (EMD). In Rs.	Tender Fee In Rs. (Non Refindable)	Time Limit for completion of work & class
1	ANNUAL RATE FOR C.C. ROAD REPAIRING AT MANDVI NAGARPALIKA AREA, MANDVI NAGARPALIKA.	13431.91	5000.00	1500.00	12 - Months E2- Class & Above
(B)	SCHEDULE OF E-TENDERING				
(I)	Bid Document Downloading start Date		AS PER ONLINE NIT		
(ii)	Bid Document Downloading End Date		AS PER ONLINE NIT		
(iii)	Bid Document Opening Date		AS PER ONLINE NIT		
(iv)	Physical Submission of EMD tender fee and other documents by R.P.A.D./Speed post To Chief officer, Mandvi Nagarpalika, Mandvi.-370465 Dist. (Kutch.) (D.D. of Tender Fee and EMD (FDR) shall be sealed in one envelope and other documents in another envelope)		AS PER ONLINE NIT		
Chief Officer Mandvi Nagarpalika			President Mandvi Nagarpalika		

MEMORANDUM OF WORKS IN BRIEF

- | | | | | | |
|-------|---|--------|----------------------|----------------------|--|
| (1) | Name of the work – કામનું નામ | | | | ANNUAL RATE FOR C.C. ROAD REPAIRING AT MANDVI NAGARPALIKA AREA, MANDVI NAGARPALIKA. |
| (2) | Estimated Cost – અંદાજીત રકમ | | Rs. | 13431.91- | |
| (3) | Earnest Money – બાનાની રકમ
In the form of F.D.R. of any Nationalized / Schedule Bank. | | Rs. | 5000.00 | |
| (4) | Validity period of tender offered | | | | 180 days from the stipulated date of receiving of the tender but no modification shall be allowed after handing over tender to postal authorities.
૧૮૦ ડેય સુલસિવિસલ તારીખથી શરૂ થઈને ૧૨૦ દિવસ માટે ફોર્ડ પાછા લેવામાં આવશે પણ ફોર્ડ હસ્તગત કર્યા પછી કોઈપણ પ્રકારનો ફેરફાર મંજૂર નહીં થાય. |
| (5) | Security Deposit - જામીનગીરી અનામત | 10.00% | | | |
| (i) | In the form DD/FD of any Nationalized / Schedule Bank/ co operative Bank (After acceptance of tender)
ટેન્ડર મંજૂર થયેથી | 2.5 % | Rs. | | |
| (ii) | To deducted from bills
ચાલુ બિલોમાંથી કરવાની કપાત | 2.5 % | Rs. | 2.5 %- | |
| (iii) | Performance bond in the form of Bank Guaranty of any Nationalized / Schedule Bank/co operative bank .or in form of F.D. R. for three year
બેંક ગ્યારંટીના આધારે ૩ વર્ષ માટેની એક્ઝિક્યુટીવ બેંક ગ્યારંટી | 5 % | Rs. | 5.0% | |
| | Total | 10 % | Rs. | 10.0 % | |
| (6) | Time allowed for completion of the work from the date of written order to commence
કામ શરૂ કરવાના હુકમ મળ્યા તારીખથી કામ પુરું કરવા માટેનો મળવાપાત્ર સમય | | | 12 Months
() માસ | |
| (7) | Other details - ઉપર ઉલ્લેખિત (Please refer face sheet of Volume 1 for on line tendering and important date) | | | | |
| (i) | Date on or before which the tender must reach the office
ફોર્ડ પહોંચવાની છેલ્લી તારીખ | | Online Tender System | | |
| (ii) | Mode of sending the tender
ફોર્ડ પાછા લેવાની રીત | | | | (a) In sealed cover by Registered post only
ફોર્ડ પાછા લેવા માટે ફોર્ડ પાછા લેવાની રીત ફોર્ડ પાછા લેવાની રીત |
| (b) | Tenders sent by ordinary post will be outright rejected. | | | | (b) Last date of Receiving the Tender
ફોર્ડ પાછા લેવાની છેલ્લી તારીખ |
| (iii) | Description essential to be made on sealed cover.
ફોર્ડ પાછા લેવાની રીત | | | | (c) Name of work
ફોર્ડ પાછા લેવાની રીત As above |
| (iv) | Mode of quoting rate in Schedule B | | | | (d) Percentage rate in words and figures at the end of Schedule B |

Note: The normal rate of Security Deposit is 5 percent for works upto Rs. 15 lacs and further 5 % as performance bond for works above Rs. 15 lacs. Out of 5 % of Security Deposit 50 % is Payable at the time of acceptance of tender and the balance by deduction from progress bills.

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Pages 5 & 6 are for 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.)	EMD (Rs.)	Tender fee In Rs.	Total Security Deposit	Period for Completion of work
1	2	3	4	5	6	7
1	ANNUAL RATE FOR C.C. ROAD REPAIRING AT MANDVI NAGARPALIKA AREA, MANDVI NAGARPALIKA.	13431.91	5000.00	1500.00	-	12 Months

(B) Eligibility : Registered in E2 Class or above

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

(i) Site Visit (If any) -

Venue :

(ii) Downloading of tender documents From date **AS PER ONLINE NIT**
 Start & End Date upto date **AS PER ONLINE NIT**

(iii) Online submission of bid Upto date **AS PER ONLINE NIT**

(iv) Submission of EMD, Tender fee and other Documents in physical form during office hours of Bid Opening Authority. Submission in electronic format only through online by scanning and then the same should be sent in original to Chief Officer, Mandvi Nagarpalika, Mandvi at the time of tender opening or send the same through R.P.A.D./Speed Post so as to reach to Chief Officer, Mandvi Nagarpalika, Mandvi. Till AS PER ONLINE NIT. (D.D. of Tender Fees and F.D.R of EMD shall be sealed in one envelop and other documents are in separate another envelop.)

(v) Online opening of Tender On Date **AS PER ONLINE NIT**
 Nagarpalika office

(vi) Bid Validity Period 180 Days from the Opening of price bid

O Bidders can download the tender documents free of cost from the website.

www.nagarpalika.nprocure.com

O Bidders have to submit bid in electronic format only on above mentioned website till the Date & time shown above.

O 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 electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contract (n) code solution - a division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.

(D) (1) Bid inviting authority Chief Officer, Mandvi Nagarpalika, Mandvi
 (2) Bid Opening Authority Chief Officer, Mandvi Nagarpalika, Mandvi

(E) Mode of Quoting Rate Percentage Rate two show above / below in words and figures at the end of Schedule B

The list of certifying agencies are as mentioned under :

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

As a result of E-tendering the information/ Instructions on Page 7 to 13 following may be read as modified below:-

Page -7 : Para 5 is deleted and Paras 4, 9 and 12 on these pages are substituted as under.

NOTICE INVITING TENDERS:

4. Bid document can be downloaded & Submission in Electronic Format on online web site www.nagarpalika.nprocure.com from AS PER ONLINE NIT
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 Tender Bids will be opened at 19/10/2021 in the presence of bidders (IF POSSIBLE) who may choose to remain present in the office of the Bid opening Authority Specified in bid documents.

Page-8 આ પાના ઉપરની સૂચના ૨.૧ નીચે મુજબ સુધારી વાંચવી અને સૂચના ૪ તથા ૫ ૨૬ ગણવી.

2.1 (i) The Bids shall be offered in Electronic format only on online website Error! Hyperlink reference not valid. www.nagarpalika.nprocure.com till the date and time shown on Page 2 supra.

(ii) **Payment Of Tender fee and earnest Money Deposit:** “Demand Draft for Tender fee and FDR for EMD shall be submitted in the Electronic format only through online (By Scanning) while uploading the Bid. Accordingly offer of those shall be opened whose E.M.D. & Tender fee is received electronically. However for the purpose of realization of D.D. bidder shall send the D.D. in original to the Chief officer Mandvi Nagarpalika Mandvi. **However Exemption certificate shall not be allowed & valid**

Page -9 Instruction 8 : words “digitally” be added between “be” and “Initialled”
Instruction 9, 10, 10A and ૩૧ ૩ 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 propose any alteration in the work specified or in the time allowed for carrying out the work or any condition in the covering letter
(ii) The bidder or the person authorized 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 authorized 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 180 days counted from the end date of on line submission of bid.

NOTICE INVITING TENDERS

1. Tenders are invited on behalf of Governor of State of the Gujarat for work as per page number one of this Booklet. The work is estimated to cost of **Rs.13431.91** This estimate however, is given as a rough guide.
2. The works are required to be completed within **12 months** as per the terms of the contract conditions.
3. The contractor, whose names are borne of the approved list of contractors of Gujarat State R & B Dept./C. P.W..D. Narnada & kalpasar Dept. in **E2 - class** and above and will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
4. Applications for issue of tender documents shall be submitted to **Chief officer Mandvi Nagarpalika Mandvi** so as to reach his office not later than
5. Tender documents consisting of conditions, specifications, Schedule(s) of quantities of the various classes of work to be done, the conditions of contract etc; will be issued /sold on (date) / / 2011 to / / 2011 (date) up to p.m on payment of **Rs.**
6. Copies of other drawings and documents pertaining to tender and signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tenderers at the following offices during working hours between the dates mentioned in clause 6 above, (a).....
(b)
7. Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents samples, site etc; whether he inspects them or not.
8. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him, by Government and local conditions and other factors bearing on the execution of the works.
9. The bidder should quote his bid premium or rebate at the end of schedule-B. If he do not wish to quote premium or rebate, he should indicate " at par " in the blank space preceding " % above below " in Schedule B. Thereafter he should work out and indicate the offered bid amount both in words and figures in Schedule-B.
10. All rates shall be quoted on the tender form.
11. The tender for the works shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering, as well as of those witnessing the tender liable rejection.
12. Tender shall be received by Registered post A.D by **Chief officer Mandvi Nagarpalika Mandvi** up to Office Hours upto the (date) and shall be opened at hours on in the presence of tenderers who may be present as per the rule of 4 "General Rules and Directions for the Guidance of Contractors " Printed in this form.
13. F.D.R for E.M.D. & Demand Draft for Tender fee shall be submitted in electronic format only through online (By scanning) while up loading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D.& Tender Fee is received electronically. However for the purpose of realization of D.D. bidder shall send the D.D .in original to Chief officer Mandvi nagarpalika Mandvi at the time of tender opening or send the same through R.P.A.D./ Speed post so as to reach Chief officer Mandvi nagarpalika Mandvi at the date of opening. **(EXEMPTION CERTIFICATE FOR E.M.D. IS NOT VALID)**
14. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice and tender documents, failing which the tender will be liable to be rejected.
15. The Governor of the State of Gujarat does not bind himself to accept the lowest or any tender or to give any reasons for the decision.
16. This notice of tender shall form part of the contract documents.

For and on behalf of Governor for the state of Gujarat

Date:- _____

Signature _____

Designation _____

FORM B-1

જિલ્લા પંચાયત મંડવી

GUJARAT STATE PUBLIC WORKS DEPARTMENT

CIRCLE - જિલ્લા પંચાયત મંડવી

DIVISION

– Chief officer Mandvi Nagarpalika Mandvi

જિલ્લા પંચાયત મંડવી

PERCENTAGE TENDER AND CONTRACT FOR WORKS

જિલ્લા પંચાયત મંડવી જિલ્લા પંચાયત મંડવી જિલ્લા પંચાયત મંડવી

ADDITIONAL INSTRUCTIONS TO PERSONS TENDERING:

જિલ્લા પંચાયત મંડવી જિલ્લા પંચાયત મંડવી

- Competency of Tenderer** - No contract will be awarded except to responsible bidders capable of performing the class of work contemplated. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within the time stipulated. Contractor may be required to furnish the department with the statement as to their experience and their financial status.
- Tenderer will be deemed to have inspected the site and to have satisfied as to the nature of all works, all existing roads, waterway 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 enquiries as to work, yard sites and depot, and clumps and as to acquisition of such additional and areas as may be necessary for temporary purpose for constructing, completing and maintaining the works.
 - The tenders shall be received only under "Registered Post" No other system, namely receiving of tenders by Hand Delivery 'or' by Express Delivery 'or' in person,, should be adopted under any circumstances. (Vide GR No. TNC – 1872 106) - C, dated 12-2-74).
 - Late tenders (i. e. tender received after 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.
 - The tenders received (by registered post) after time & the date specified in the tender notice shall not be received by the concerned office from the postmen, for which, date and time may be recorded on the cover of the tender as to when tender was refused by the Divisional Accountant or the Divisional head or any other person In-charge.
 - Necessary records should be maintained for refusal of such tenders in the registers for receiving tenders and should be initiated by the concerned Chief Officer.
- Payment** - The tenderer must understand clearly that the rates quoted are for completed works and include all costs due to labour, scaffolding plant, supervision, service work, power, royalties and octroi etc., and to include all extras to cover the cost of night work if and when required and no claim for additional payment beyond the price/rates quoted will be entertained and the tenderers will not be entitled subsequently to make any claim on the ground of misrepresentation or on 'the ground that he was supplied with information given by any person (whether the member is the employee of Public Works Department or not). Any failure on his part to obtain all necessary information for the purpose of making his tender and filling the several prices and rates therein shall not relieve him from any risks or liabilities arising out of or -consequent upon the submission of the tender.
- 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.
- Erasures** - Persons tendering are informed that no erasures or alterations by them in the text of the document sent herewith will be allowed and any such erasures or alterations will be disregarded. If there is any error in his writing, no overwriting should be done, the wrong word or a figure should be struck out and the correct one written above or near it in unambiguous way. Each correction should be initialed.

Contractors to please read this Carefully :

જિલ્લા પંચાયત મંડવી જિલ્લા પંચાયત મંડવી જિલ્લા પંચાયત મંડવી

- 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.

જિલ્લા પંચાયત મંડવી જિલ્લા પંચાયત મંડવી જિલ્લા પંચાયત મંડવી
- 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.

જિલ્લા પંચાયત મંડવી જિલ્લા પંચાયત મંડવી જિલ્લા પંચાયત મંડવી
- Solvency certificate amount mention in the registration certificate have to be produced by the contractor.

જિલ્લા પંચાયત મંડવી જિલ્લા પંચાયત મંડવી જિલ્લા પંચાયત મંડવી

4. Fixed deposit receipt for earnest money @ 1% of the estimated cost must accompany the tender.. Earnest money by cheque & Bank Guarantee shall not be accepted. vide R & BD G.R. No. TNC/1090/(100) (4)

contractor does not turn up to pay the Security Deposit and execute contract agreement within specified (or extended) time after intimation to him about acceptance of this offer, the earnest money paid for this work will be forfeited and according to clause

5. The contractor shall have to furnish PAN and intimate I.T. ward under which he is assessed.

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Copies of certificate as regards previous experience, if any, must accompany the tender.

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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.

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All pages of Schedule 'A' and 'B' and specifications should be initialed by the Contractor.

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All corrections, erasures and overwriting should be initialed by the Contractor.

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Discrepancies and adjustment of Errors :

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

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

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

(c) All errors in 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.

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(i) It may please be noted that the tender will be considered as invalid, especially, if the requirement as per instruction No. 1 to 10 above are not complied with before submitting tender. Also please read carefully the face sheet and 'General Rules and Directions 'or the guidance of contractor's of this form.

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(ii) Right is reserved to reject any or all tender(s) without assigning any reason (s) therefore.

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The tender documents shall have to be filled in either in ink or by ball pen

In addition to the above, the tender will also be liable to be rejected outright it-

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(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 of Schedule 'B' or specifications,

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(ii) any of the page of the tender is / are removed or replaced

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(iii) all corrections, additions or pasted slips are not initialled by the tenderer. -

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(iv) any erasure is made by him in the tender and,

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(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.

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A certificate of registration as approved contractor should be attached with tender.

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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 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 tendered has not been so filled in and completed, he shall request the said officer to have it done before the completes and delivers his tender.
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 alongwith 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 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.
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) ၏ အားကိုးခံရမှုများသည် (i) အကယ်၍ ထိုမူဝါဒများသည် ပြည်သူ့အလုပ်များတွင် (i) အကယ်၍ ထိုမူဝါဒများသည် ပြည်သူ့အလုပ်များတွင်
- 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 or damage on account of delay caused to, the Contractor while obtaining the same.

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TENDER FOR WORKS - સિદ્ધિઠા ડેમ ની

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

આજના તારીખે આપેલ કાર્યનું પૂર્ણ કરવાનું હું/અમે ગુજરાતના ગવર્નર (અહીં અને અહીંના અગ્રણી સરકાર) ની સામે ઉપર લખેલાં કાર્યનું નિર્ણયિત સમયમાં નિર્ણયિત દરોના નીચે/ઉપર _____ ટકાનો અંતરે ઉપરના સંદર્ભમાં આપેલાં કાર્યનું પૂર્ણ કરવાનું હું/અમે સંમત છું/છીએ છીએ અને સંમત છું/છીએ છીએ કે જો કાર્ય માટેનાં સામગ્રી સરકાર દ્વારા પૂરવામાં આવશે તો તેના દરો અને ચૂકવણીની શરતો સંદર્ભમાં આપેલાં સંદર્ભમાં આપેલાં હશે. આ કાર્ય માટેનાં સામગ્રી સરકાર દ્વારા પૂરવામાં આવશે તો તેના દરો અને ચૂકવણીની શરતો સંદર્ભમાં આપેલાં સંદર્ભમાં આપેલાં હશે.

* Strike out which ever is not applicable

+ In figures as well as words

MEMORANDUM – 0100

(Witness)
/ **Τίμια** ↗

(Address) ટીીઈઠઠી

(Occupation) ઠૈ4ઠૈઠ

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

dated the day of 201

CHIEF OFFICER (or his authorised assistant

Division.

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

* Amount to'be specified in'words and figures.

x Signature of Contractor before submission of tender

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Note : The normal rate of Security Deposit is 5 percent for works upto Rs. 15 lacs and further 5% as performance bond for works above Rs. 15 lacs. Out of 5 % of Security Deposit 50% is Payable at the time of acceptance of tender and the balance by deduction from progress bills.

TERMS & CONDITIONS OF CONTRACT

CLAUSE 1: Security Deposit : The person/persons whose tender is accepted (hereinafter called the “Contractor” which shall, unless excluded by, or repugnant to the context include his Legal heirs, executors, administrators and assignees) shall (a) Deposit with the Chief Officer a sum sufficient to make up the full security deposit specified in the tender in cash or 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 or Term Deposits of Narmada Project in the name of the Chief Officer within a period of 10 days from the date of receipt of the Notification of acceptance 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 small saving schemes or securities of Sardar Sarovar Narmada Nigam However, the Contractor can deposit twenty five percentage of total security deposit in the form of Govt. security of Scheduled or Nationalised Banks or Term Deposits of Narmada Project duly transferred in the name of the Chief Officer, or fixed deposit receipts in the name of the Chief Officer within a period of ten days from the date of receipt of notification of acceptance of his tender. 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 Government shall be deemed to have been authorised 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 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, alongwith the initial security deposits. All compensation, Liquidated damages or other sums or money payable by the contractor to Government under the terms of this contract shall be deducted from or recouped by the realisation of a sufficient part of his security deposit, or from the interest arising there from or performance bond or from any sums which may due or may become due by Government to the Contractor on any account whatsoever and whether in respect of this contract, any other contract, or otherwise. In the event of his security deposit being reduced by reason or any such deduction or recoupment as aforesaid, the contractor shall within ten days thereafter, make good in cash or in Government securities transferred as aforesaid any sum or sums required to make good the shortfall in the amount of the security deposit. The security deposit, when paid as above shall at the cost of the depositor, be converted into interest bearing 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. **(applicable as per Nagarpalika terms &conditions separately shown in tender document)**

Fifty percentage of the Security Deposit alongwith performance bond shall become refundable within fifteen days after the final completion certificate is issued as per Clause-7. 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 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 Government under this contract. **(See Performance bond on page no 44) (applicable as per Nagarpalika terms &conditions separately shown in tender document)**

CLAUSE – 2 Liquidated damages for delay :- (i) If the Contractor fails to complete the work under contract by the stipulated date, he shall pay liquidated damages of Rs. 0. 1 * percentage of the contract value per day from the date of delaying the said work upto the date of completion and handing over to the Government.

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

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

(iii) The aggregate maximum of liquidated damages payable under clause No. 2 shall not exceed Rs. 0.1 percentage of contract value per day and shall be subject to the maximum amount of ten percentage of the estimated amount put to tender. (iv) Delays requiring payment of ten percentage liquidated damages of the amount put to tender for performance shall be sufficient causes for termination of contract and for forfeiture of security deposit including amount of performance bond in respect of works estimated to cost more than Rs. 15 lacs, for peniurmance and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases. (See Schedule (C) on Page No. 48)

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

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

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

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

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

(Clause 1, 2,3, and 4 are substituted vide GR No.TNC - 1091/IB-10/(I 1)-C, dated 15-10-91 & modified by GR dated 29-10-91 & G.R.No. TNC-11 088/IB/1 8/(13)-C dated 31-8-94 and No.TNC/1 0/2002/14-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 waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable at any future date.

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

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

Only one bill shall be submitted by the contractor at every month of value not less than 10 % of the total amount put to tender.

[illegible]

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

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

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

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

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

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

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

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

Where the instructions referred to above are not contained in separate letters addressed to the contractor the same shall be recorded in 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) specifications.

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

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

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

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

14.2 Except that when the quantity of any item exceeds the quantity as in the tender by more than 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. **(DELETED)**

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

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

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

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

14.4 If the additional or altered work, for which no rate is entered in the "Schedule of Rates" of the Division is ordered to be carried out before the rate is agreed upon, then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate, which it is his intention to charge for such class of work and arrange to carry it out in such manner as he may consider it advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then in such cases he shall only be entitled to be paid ;In respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of the dispute, the decision of the Superintending Engineer of the Circle shall be final.

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

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

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

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

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

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

In case the Contractor does not agree with the decision of 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, dated 28-6-1993 as amended by GR of even number dated 11 -2-1999).

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

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

આવા કેસમાં અહીં નીચે કરેલ જોગવાઈ સિવાય કોન્ટ્રાક્ટર તેણે કામ પુરું કર્યું હોય તો જે નફો કે ફાયદો તેને મળત, પરંતુ કામ પુરું ન થવાના પરિણામે તે ન મળ્યાથી થયેલ નુકશાન અથવા તેણે ખરીદી હોય એવી કે જે ખરીદવા તે સહમત થયો હોય એવી માલસામગ્રીની બાબતમાં થયેલ નુકશાન અથવા તેને તેના કામ માટે જે મજૂરોની જરૂર હતી તે મજૂરોને કામ ન આપી શકવાને કારણે થયેલા નુકશાન અંગે કોઈ ચુકવણી કે વળતરનો હકદાવો કરી શકશે નહીં. મુળ વિગત વર્ણન, આલેખન, નકશા અને સુચનાઓમાં કરવામાં આવેલ કોઈ ફેરફારને કારણે મૂળભૂત રીતે વિચારાયેલ કામમાં કોઈ કાપ આવે તો પણ તેવા કારણસર તે કોઈ વળતર માટે હકદાવો કરી શકશે નહીં.

(૧) આમ છતાં આવા કામ માટે ખરીદેલી માલસામગ્રીને કારણે કે માલસામગ્રી ખરીદવા માટે કરેલ કોન્ટ્રાક્ટને કારણે જો કોન્ટ્રાક્ટરને નોટીસની તારીખ સુધીમાં કોઈ નુકશાન થયું હોય તો તેના માટે વળતર મેળવવા તે હકદાર બનશે. જો આવી રીતે ખરીદેલ અથવા ખરીદવા સમજૂતી થયેલ માલસામગ્રી માંગ્યા પ્રમાણેના જથ્થામાં અને ગુણવત્તાયુક્ત હોય અને તે ફક્ત એ જ કામ માટે ખરીદાયેલી હોય કે ખરીદવા કરાર થયેલ હોય તો તેવી માલસામગ્રી અંગે ખરેખર નુકશાન માટે જ આવું વળતર ચુકવવામાં આવશે. પરંતુ જે માલસામગ્રીની ખરીદી અંગે સરકારશ્રી તરફથી ઈજારદારને એડવાન્સ આપવામાં આવેલ હોય તે માલસામગ્રી ઉપર કોઈપણ જાતના નુકશાનનું વળતર ચુકવવામાં આવશે નહીં.

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

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

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

આવા કામના કોઈ અપેક્ષિત ફાયદાની નુકશાની માટે કન્ટ્રાક્ટર હકકદાર બનશે નહિ.

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

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

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

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

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

CLAUSE 17A : Defect liability period : The contractor shall be responsible to make good and remedy at his own expense any defect which may develop or may be noticed before the period mentioned hereunder from the certified date of completion, The 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 upto Rs. 50,000 (amount put to tender), the period shall be 3 months from the certified date of completion.

(b) for all works costing more than Rs. 50,000 and upto Rs. 1 crore (amount put tender), the period shall be 6 months from the certified date of completion or one monsoon, whichever is later.

(c) for major projects costing more than Rs. 1 crore, the period shall be 12 months from the certified date of completion which should include one monsoon.

(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.

ખંડ-૧૮ : તપાસ માટે કામો ખુલ્લા રાખવા બાબત : કંટ્રાક્ટર અથવા તેના જવાબદાર એજન્ટે હાજર રહેવા બાબત : કંટ્રાક્ટ અન્વયે હાથ પર હોય તેવા અથવા થઈ રહેલા અથવા થયેલા તમામ કામની હવાલાના ઈજનેર અને ત્યાં તેના તાબાના કર્મચારીઓ કોઈ પણ સમયે તપાસ અને દેખરેખ રાખી શકે તેવી રીતે બધા વખત માટે ખુલ્લા રાખવાના રહેશે અને કામકાજના રાખેતા મુજબના સમય દરમ્યાન બધી વખત અને હવાલાના ઈજનેર અથવા ખાતાના કર્મચારીઓને કામની મુલાકાત લેવાના, તેમના ઈરાદાને લગતી વાજબી નોટિસ આપી હોય તેવા બીજા બધા વખતે કંટ્રાક્ટરે પોતે અથવા તે માટે લિખિત અને યોગ્ય રીતે અને અધિકૃત કરેલા તેમના કોઈ જવાબદાર એજન્ટે હુકમ અને સૂચનાઓ મેળવવા હાજર રહેવું પડશે. કંટ્રાક્ટરના યોગ્ય અને અધિકૃત કરાયેલા એજન્ટને અપાયેલ હુકમો જાણે કે કંટ્રાક્ટરને પોતાને આપવામાં આવ્યા હોય તેમ તેમનો અમલ થશે અને તે અસરકર્તા રહેશે.

CLAUSE 18A :

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. 3 Crores..
2. One graduate & two Diploma Civil Engineers when the cost of the work to be executed is more than Rs. 30 Lakhs but less than Rs.1 Crore..
3. Minimum two Diploma Civil Engineers when the cost of work is less than Rs. 30 lakhs but more than Rs. 10 lakhs.
4. Minimum one Diploma Civil Engineer for the work when the cost of work to be executed is less than Rs. 10 lakhs.

Within 15 days of issue of work-order .the Contractor will have to furnish to the Deputy Executive Engineer-in-charge of the work, the Name, Qualifications, Copy of mark sheet, Color Photograph and appointment order issued to such Engineers engaged for this contract work. If 15 days after issue of work order such designated site Engineers do not resume or do not remain present on site of work, the recovery at the rate of Rs. 15,000-00 per month per Engineer will be made from the bills / deposit/ dues of the contractor. Such recovery shall be non refundable.

The Engineer so employed for the -Government work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with other duty except this work. In case the contractor or partner of the contractor firm is a Civil Graduate- Engineer, Employment of a separate Engineer will not be necessary provided that the Engineer partner, himself attends the execution of the work on the site.

(i) G.R.B. & CD No.RGN-6090-UO 24 (42)-C, Dated 26/11/90.

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

ખંડ-૧૯ : કામ ચણતરથી આવરી લેતાં પહેલા નોટિસ આપવા બાબત : કોઈ પણ કામને ચણતરથી આવરી લેતાં પહેલાં કે માપ ન લઈ શકાય તેવી શક્ષાએ કામ લઈ જતાં પહેલા કંટ્રાક્ટરે હવાના ઈજનેરનો અથવા કામનો હવાલો સંભાળતા તેમના તાબાના અધિકારીને પાંચ દિવસથી ઓછી ન હોય તેટલી મુદતની લેખિત નોટિસ આપવાની રહેશે. જેથી તે કામને ચણતરથી આવરી લેવાય અથવા માપ ન લઈ શકાય તેવી કક્ષાએ કામ લઈ જવાય તે પહેલાં તેના માપ લઈને તેના સાચા પરિણામની નોંધ લઈ શકાય અને હવાલાના ઈજનેર કે કામનો હવાલો સંભાળતા તેમના તાબાના અધિકારીની લેખિત સંમતિ મેળવ્યા સિવાય કંટ્રાક્ટરે કોઈ પણ કામને ચણતરથી આવરી લેશે નહિ કે માપ ન લઈ શકાય તેવી કક્ષાએ લઈ જશે નહિ અને આવી નોટિસ સિવાય અથવા સંમતિ મેળવ્યા સિવાય જો કોઈ પણ કામને ચણતરથી આવરી લેવાયું હશે કે પહોંચી ન શકાય તેવી અથવા માપ ન લઈ શકાય તેવી કક્ષાએ લઈ જવાયું હશે તો તેવું કામ કંટ્રાક્ટરના ખર્ચે ખુલ્લું કરાવી નોંખવામાં આવશે અને આ રીતે થયેલી કસૂર બદલ આવા કામ માટે અથવા આવું કામ જે માલસામાનથી થયું હોય તે માલસામાન પેટે કોઈ ચૂકવણી કરવામાં આવશે નહિ કે કોઈ રકમ મજરે આપવામાં આવશે નહિ.

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

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

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

(Modified Vide R & B D. G. R. No. TNC - 1096 - 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 expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit, or proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defence of every suit, action or other legal proceeding at law 'hat may be brought by any person for injury sustained owing to neglect of Me above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may, with the consent of the Contractor, be paid in compromising any claim by any such person.

ખંડ-૨૧ : પ્લાન્ટ, સીડીઓ, પાલખો વિગેરે કંટ્રાક્ટરે પૂરાં પાડવા બાબત. તેમજ દીવાતત્તી, વાડ વગેરેની જોગવાઈ ન હોય તેને લીધે થતાં નુકશાન માટે કંટ્રાક્ટર જવાબદાર હોવા બાબત : કંટ્રાક્ટ અનુસાર (બાંધકામ સ્ટોરમાંથી પૂરો પાડવામાં આવે તેવા માલસામાન સિવાય) મૂળ કે ફેરફાર કરાયેલી કે નવા સ્વરૂપના અથવા કંટ્રાક્ટરનો એક ભાગ બની રહેતા અગર તો આ શરતોમાં જેનો ઉલ્લેખ કરાયેલ હોય તેવી વિગતોમાં કે બીજા દસ્તાવેજો અને આ શરતો અન્વયે જે કોઈ બાબત અંગે હવાલાના ઈજનેરની જરૂરતો સંતોષાય અથવા પાલન થાય તેવો આગ્રહ રાખવાનો તેનો હક હોય અને જેને કામના સ્થળે કે ત્યાંથી અન્ય સ્થળે, ખેંચામણ સહિત રજૂ કરાવવાનો તેને હક હોય તેવો બધો માલસામાન, પ્લાન્ટ, ઓજાર, સામગ્રી, સાધનો, સીડીઓ, ગરગડીઓ, પાલખો, કામ યોગ્ય રીતે હાથ ધરી શકાય તે સારું જરૂરી એવાં બીજા કામચલાઉ સાધનો કંટ્રાક્ટરે પોતાના ખર્ચે પૂરાં પાડવાના રહેશે. કામો માટેની હદ નક્કી કરવા માટે અને કામ અથવા માલસામાન કોઈપણ વખતે અને વખતોવખત, ગણતરી કરવામાં તોલ કરવામાં અને માપણી કે તપાસણીમાં મદદ રૂપ થવા માટે જરૂરી એવાં સાધનો અને માલસામાન સહિત જોઈતી સંખ્યામાં માણસો, કોઈ પ,ણ ખર્ચે કરાવી લીધા વિના, કંટ્રાક્ટરે પૂરાં પાડવાનાં રહેશે. આમ ન કરતાં એ અંગેની જોગવાઈ હવાલાના ઈજનેર કંટ્રાક્ટરને ખર્ચે કરાવી લેશે અને તે અંગે ખર્ચેલી રકમ, કંટ્રાક્ટ હેઠળ કંટ્રાક્ટરની લેણી તથી કોઈ રકમમાંથી કે તેની જામીન અનામતમાંથી કે તેની અનામતના અથવા તેના પૂરતા ભાગના વેચાણમાંથી ઉપજેલી રકમમાંથી કાપી લેવામાં આવશે. જાહેર જનતાને અકસ્માત ન થાય તે માટે કંટ્રાક્ટરે જરૂરી વાડ અને દીવાબત્તીની જોગવાઈ કરવાની રહેશે અને ઉપરની સાવચેતી રાખવા અંગેની બેદરકારીને કારણે થયેલ ઈજા અંગે કોઈપણ વ્યક્તિ, જે દાવો માંડે, પગલાં લે અથવા બીઠો કાનૂની કાર્યવાહી કરે તેના બચાવનું ખર્ચ અને આવા કોઈ દાવા, પગલાં અથવા કાર્યવાહીમાં તેવી કોઈ વ્યક્તિને જે કોઈ નુકશાન કે ખર્ચ આપવાનું ચુકાદામાં જણાવાય તે અથવા આવા કોઈ વ્યક્તિના કોઈ પણ હકદાવાની કંટ્રાક્ટરની સંમતિથી સમાધાન થતાં જે રકમ ચૂકવવામાં આવે તું ખર્ચ ભોગવવા પણ કંટ્રાક્ટર બંધાયેલ રહેશે.

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

ખંડ-૨૧ ક : કંટ્રાક્ટરે યોગ્ય પાલખો અને કાચા માંચડા, જવા-આવવા માટેનાં પાટિયા અને સીડીની જોગવાઈ કરવાની રહેશે અને તે અંગે નીચે મુજબના નિયમોનું પાલન કરવાનું રહેશે.

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

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

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

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

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

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

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

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

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

(i) be of sound material□

(૧) મજબૂત ચીજવસ્તુની બનેલી હોવી જોઈએ.

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

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

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

- (d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
(ઘ) પાલખો એવી બાંધવાની રહેશે કે સામાન્ય વપરાશથી તેનો કોઈ પણ ભાગ છૂટો પડી જ જાય.
- (e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
(ચ) પાલખો પર વધારે પડતું વજન મૂકવું નહિ અને શક્ય હોય ત્યાં સુધી તે વજન સમગ્ર પાલખ પર એકસરખું વહેંચી નાંખવું.
- (f) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.
(છ) પાલખો પર માલ ઉચકવા માટેના ગિયર ગોઠવતાં પહેલાં પાલખોની મજબૂતાઈ અને ટકાઉપણાની ખાતરી કરવાની ખાસ સાવચેતી લેવી.
- (g) Scaffolds shall be periodically inspected by a competent person.
(જ) કાર્યક્ષમ વ્યક્તિ દ્વારા વખતોવખત પાલખોની તપાસ કરવાની રહેશે.
- (h) Before allowing a scaffold to be used by his workmen, the Contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation herein specified.
(ઝ) તેના કામદારોએ પાલખો બાંધી હોય કે ન હોય તો પણ પોતાના કામદારોને તે પાલખનો ઉપયોગ કરવા દેતાં પહેલાં કંટ્રાક્ટરે તેવી પાલખો અહીં જણાવેલ વિનિયમો અનુસાર બરાબર હોવા બાબતી ખાતરી કરવાની રહેશે.
- (i) Working platforms, gangways shall
(i) be so constructed that no part thereof can sag unduly or unequally,
(2) કાચા માંચડાં જવા-આવવા માટેના પાટિયા અને સીડીઓ બાંધતી વખતે નીચેની બાબતો ખ્યાલમાં રાખવાની રહેશે.
(૧) તેનો કોઈ પણ ભાગ વધુ પડતો કે અસમાન રીતે ઝૂકી ન જવો જોઈએ.
(ii) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripling or slipping and
(૨) માણસો ગબડી કે લપસી પડે તેવું જોખમ બને તેટલું ઓછું રાખવા માટે પ્રવર્તતા સંજોગો અનુસાર તે બાંધવા અને જાળવવા, અને
(iii) be kept free from any unnecessary obstruction.
(૩) કોઈ પણ જાતના બિનજરૂરી અવરોધથી મુક્ત રાખવા
(j) In the case of working platforms, gangways working places and stairways at a height exceeding 2.00 metre (to be specified) (જણાવવી)
(ક) ૨.૦૦ મીટરથી વધુ ઉંચાઈવાળા કાચા માંચડા, જવા-આવવા માટે પાટિયા કામની જગ્યા અને સીડીઓની નીચે મુજબની જોગવાઈ રહેશે.
(i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
(૧) સલામતીના બીજા પૂરતાં પગલાં ન લેવાયાં હોય તો દરેક કાચો માંચડો અને જવા આવવા માટેનું દરેક પાટિયું લગોલગ જડેલું હોવું જોઈએ.
(ii) every working platform and every gangway shall have adequate width, and
(૨) દરેક કાચા માંચડા અને જવા-આવવા માટેના પાટિયાં, પૂરતી પહોળાઈવાળા હોવા જોઈએ, અને
(iii) every working platform, gangway, working place and stairway shall be suitably fenced
(૩) દરેક કાચા માંચડા અને જવા-આવવા માટેના પાટિયાં કામની જગ્યા અને સીડીઓને યોગ્ય કઠેરા હોવા જોઈએ.
(k) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the access of person or the transport or shifting of materials. be provided with suitable means to prevent the fall of persons or material.
(ક) માણસો આવી જઈ શકે અથવા માલસામાનની હેરફેર થઈ શકે કે એક સ્થળેથી બીજે સ્થળે લઈ જઈ શકાય તેટલા વખત અને તેટલા પૂરતી મકાનની ફરસ કે કાચા માંચડા પરની પ્રત્યેક ખુલ્લી જગ્યા પર એવા યોગ્ય સાધનો મૂકી રાખવા કે જેથી કોઈ માણસ કે માલસામાન પડી ન જાય.
(l) When persons are employed on a roof where there is danger of falling from a height exceeding 3.00 (to be specified) meters suitable precaution shall be taken to prevent the fall of persons or material.
(લ) જ્યાંથી પડી જવાનો ભય હોય તેવી ૩.૦૦ (જણાવવી) મીટરથી વધુ ઉંચાઈના છાપરાં પર માણસોને કામે રાખવામાં આવ્યા હોય ત્યાંથી માણસો કે માલસામાન પડી ન જાય તે માટે સાવચેતીના યોગ્ય પગલાં લેવાનાં રહેશે.
(m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.
(મ) પાલખો કે કામકાજની બીઠ જગ્યાઓ પરથી પડે તેવી ચીજવસ્તુઓથી માણસને ઈજા ન થાય તે માટે સાવચેતીનાં યોગ્ય પગલાં લેવા.
(n) Safe means of access shall be provided to all working platforms and other working places.
(ન) બધા કાચા માંચડા અને કામની બીઠ જગ્યાઓએ સહેલાઈથી જવા માટે સલામત માર્ગોની જોગવાઈ કરવાની રહેશે.

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

ખંડ-૨૧-બ : કંટ્રાક્ટર વજન ઉચકવાના સાધનો વાપરે તે સંબંધ માં તેણે નીચેના વિનિયમોનું પાલક કરવાનું રહેશે.

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

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

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

(ii) be kept in good repair and in working order.

(૨) સારી દુરસ્ત હાલતમાં અને ચાલુ સ્થિતિમાં રાખવા જોઈશે.

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

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

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

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

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

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

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

(ચ) પ્રત્યેક કેઈન ડ્રાઈવર કે વજન ઉચકવાના યંત્રના ચાલક યોગ્ય લાયકાતવાળા હોવા જોઈશે.

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

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

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

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

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

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

(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.

(ઝ) જુદાં જુદાં વજન સલામત રીતે ઉચકી શકતા, ઉચકવાના યંત્ર પર, સલામત રીતે ઉચકી શકાતું પ્રત્યેક વજન અને કઈ હાલમાં યંત્રને તે લાગુ પડશે તે સ્પષ્ટ દર્શાવવાનું રહેશે.

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

(ઙ) ઉપરના વિનિયમ જેમાં જણાવેલ વજન ઉચકવાના કોઈ પણ યંત્ર કે ગિયરના કોઈ પણ ભાગ પર ચકાસણી માટે જરૂરી હોય તે સિવાય, સલામત વજન કરતાં વધુ વજન લાદવું નહિ.

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

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

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

(ઢ) કોઈ વજન અકસ્માત થી સરકી પડે તેવું જોખમ ઓછામાં ઓછું રહે તે પ્રકારની કોઈક સગવડ વજન ઉચકવાના સાધનમાં કરવાની રહેશે.

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

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

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

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

CLAUSE 23 : Liability of contractors for any damages done in or outside work area: Compensation for all damage done intentionally or unintentionally by Contractor's labourers whether in or beyond limits of Government property including any damage caused by the spreading of fire mentioned in the clause 22, shall be estimated by the Engineer-in-charge., or such other Officer as he may appoint and the estimates of the Engineer-in-charge, subject to 'the decision of the Superintending Engineer, on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

ખંડ-૨૩ : કામના વિસ્તાર અથવા તેના બહાર થયેલ કોઈપણ નુકશાન માટે કોન્ટ્રાક્ટર જવાબદાર હોવા બાબત : ખંડ-૨૨માં જણાવ્યા પ્રમાણે આગ પ્રસરવાથી થયેલ કોઈપણ નુકશાન સહિત કંટ્રાક્ટરના મજૂરોએ ઈરાદાપૂર્વક કે અજાણતાં સરકારી મિલકતની હદની અંદર કે બહાર કરેલાં બધા જ નુકશાનના વળતરનો અંદાજ હવાલાના ઈજનેર અથવા એમણે નીમેલા બીજા કોઈ અધિકારી કાઢશે અને હવાલાના ઈજનેરનો આ અંદાજ, અપીલ થયે, અધિક્ષક ઈજનેરના

ચુકાદાને આધિન, આખરી ગણાશે અને માગણી કરતાં આકારાયેલી વળતરની તેવી રકમ ચૂકવવા માટે કંટ્રાક્ટર બંધાયેલ રહેશે અને તેમ કરવામાં કસૂર કરશે તો તેવી રકમ ખંડ-૧માં ઠરાવેલી રીતે નુકશાની તરીકે કંટ્રાક્ટર પાસેથી વસૂલ કરવામાં આવશે અથવા આ કંટ્રાક્ટ હેઠળ અન્યથા સરકાર પાસે લેણી થતી કે હવે પછી લેણી થાય તેવી રકમમાંથી હવાલાના ઈજનેર કાપી લેશે.

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

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

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 compromise with his creditors or attempt to do so, the Engineer-in-charge may, by notice in writing rescind the contract, Also if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in anyway relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensue 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 there for actually performed under the contract.

ખંડ-૨૬ : બાંધકામ પેટા ભાડે ન આપવા બાબત. મંજૂરી વિના પેટાભાડે આપવાથી અથવા સરકારી અધિકારીને લાંચ આપવા માટે અથવા કંટ્રાક્ટર નાદર થયેથી કંટ્રાક્ટ રદ થાય અને જામીન અનામત જપ્ત થવા બાબત : હવાલાના ઈજનેરના લિખિત પરવાનગી સિવાય કંટ્રાક્ટ કોઈને એસાઈન કરી શકાશે કે પેટાભાડે આપી શકાશે નહિ, અને કંટ્રાક્ટર તેમનો કંટ્રાક્ટર એસાઈન કરશે અથવા પેટાભાડે આપશે કે તેમ કરવાનો પ્રયત્ન કરશે કે નાદાર બનશે કે પોતાને નાદાર કરાવવા માટેની કોઈ કાર્યવાહી કરશે કે પોતાના લેણદારો સાથે કોઈ પતાવટ કરશે કે તેમ કરવાનો પ્રયત્ન કરશે તો હવાલાના ઈજનેર લિખિત નોટીસ આપીને કંટ્રાક્ટ રદ કરી શકશે. વળી કંટ્રાક્ટર કે તેમના કોઈ નોકર કે એજન્ટ કોઈ સરકારી અધિકારીને અથવા સરકારી નોકરીમાં ના કોઈ પણ વ્યક્તિને તેના હોદા કે નોકરીની રૂએ કોઈપણ પ્રકારની લાંચ, ભક્ષિસ, ભેટ, અનુલાભ, ઈનામ કે આર્થિક બીજા કોઈ પ્રકારના લાભ પ્રત્યક્ષ કે પરોક્ષ રીતે આપશે, આપવાનું વચન આપશે કે આપવાની તૈયારી બતાવશે અથવા આવા કોઈ અધિકારી કે વ્યક્તિ પ્રત્યક્ષ કે પરોક્ષ રીતે કંટ્રાક્ટમાં હિત ધરાવતા થશે તો હવાલાના ઈજનેર લિખિત નોટીસ આપીને કંટ્રાક્ટ રદ કરી શકશે. આવી રીતે કંટ્રાક્ટ રદ થતાં કંટ્રાક્ટરની જામીન અનામત જપ્ત ગણાશે, અને તે સંપૂર્ણપણે સરકાર હસ્તક રહેશે અને આ કરારના ખંડ-૩ હેઠળ જાણે કે કંટ્રાક્ટ રદ કરવામાં આવ્યો હોય તેવા જ તેના પરિણામો આવશે અને વધુમાં કંટ્રાક્ટ હેઠળ ખરેખર કરેલા કોઈ પણ કામ માટે કોઈ રકમ વસૂલ કરવાને કે ચૂકવે લેવાનો કંટ્રાક્ટરને હક્ક રહેશે નહિ.

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

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

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

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

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

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

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

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

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

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

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

(v) The amount of compensation which the contractor shall be liable to pay under clause 17 in the event of his failure to rectify, remove or reconstruct the work within the period specified in the written intimation or the amount of expenses incurred by the Engineer-in-charge under the said clause 17 in rectifying, removing or re-executing the work or in removing and replacing the materials or articles complained of.

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

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

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

(2) The provision of Section-21 of the GPWD dispute Arbi. Tribunal Act-92 & order issued by the Govt. in connection with this Act will now apply for Arbitration (As per Government in N. & W.R. D. letter No. SUT/1 090/2679/K2 dtd. 9/2/94.

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

(4) The awards declared by the arbitrator should be speaking award, giving reasons and calculations for every item of claims. The decision will have to be implemented by all the departments of the State Government and Public Sector Enterprises of Gujarat. (Resolution F. D.No. PB/1 088/735/KT/Sachivalaya/Gandhinagar 5th Octobers 1988.)

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

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

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

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

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

CLAUSE 31 : Deleted.

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

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

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

ખંડ-૩૩ : કોઈ વિગતો ન આપી હોય ત્યારે લેવાનાં પગલાં : કોઈ વિગતો ન હોય તેવા પ્રકારના કામની બાબતમાં તેવું કામ ડિવિઝનની વિગતો અનુસાર હાથ ધરવાનું રહેશે અને ડિવિઝનની વિગતો ન હોય ત્યારે તેવું કામ તમામ રીતે હવાલાના ઈજનેરની સૂચનાઓ અને જરૂરિયાત અનુસાર હાથ ધરવાનું રહેશે.

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

ખંડ-૩૪ : કામની વ્યાખ્યા : આ શરતોમાં વપરાયેલ કામ અથવા શબ્દપ્રયોગ વિષયના સંદર્ભમાં કશું વિરુદ્ધ ન હોય તો કામચલાઉ કે કાયમી અને મૂળ સુધારેલ, બદલવામાં આવેલા કે વાધારાના કંટ્રાક્ટ હેઠળ કે કંટ્રાક્ટરની રૂએ કરવાના થતાં કામ કે કામો એવો થશે.

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

ખંડ-૩૫ કંટ્રાક્ટરની ટકાવારી બિલના ચોખ્ખી એકંદરે રકમને લાગુ પાડવી : આપવામાં આવેલ કોઈપણ માલસામાનની કિંમત બાદ કરતાં પહેલાં ટેન્ડરમાં દર્શાવેલ ટકાવારી બિલની એકંદરે રકમમાંથી બાદ કરવામાં આવશે. તેમાં ઉમેરવામાં આવશે. (આ ખંડ-બી-૧ ટેન્ડરને જ લાગુ પડશે.)

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 regards 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. ૧-૧-૮૭ના ઠરાવ ક્રમાંક એમસીઆર-૨૧૬૮-૬૬૮૫-૭ માં જણાવ્યા પ્રમાણે કાર્યવાહી કરવાની સુચના :-

(૧) રૂા. ૨.૦૦ (બે લાખ) સુધીની અંદાજીત રકમનાં કામો હોય તેવા કામો માટે કાર્યપાલક ઈજનેરશ્રી કામનો વર્ક ઓર્ડર આપે કે તુરત જ કામના શીડ્યુલ-બી ની નકલ જે તે વિસ્તારના મદદનીશ નિયામક અથવા ઓલોઓસ્ટ અથવા આસીસ્ટન્ટ ઓલોઓસ્ટ અથવા ભુસ્તર અને ખનીજ શાખાના ઓલો કચેરીના વડા જેઓ કલેક્ટરશ્રીની કચેરીમાં બેસે છે તેમને આપવાની રહેશે. (૨) રૂા. ૨.૦૦ (બે લાખ) થી ઉપરના કોટ્રાક્ટરોએ તેઓએ ખરીદેલ ખનીજનો જથ્થો અને તે કયાંથી ખરીદેલ છે તે વેચનારની વિગતો દર્શાવતાં બીલોની નકલો તથા પત્રના રૂપમાં માહિતી દર ત્રણ માસ ઉપર (૧)માં દર્શાવેલ અધિકારીને પુરી પાડવાની રહેશે. આ બીલોમાં માલ વેચનારનું લેનારનું નામ, માલ લેનારનું નામ અને જથ્થો, વગેરે દર્શાવેલા હોવા જોઈએ. (૩) જરૂર પડ્યે જરૂરી કિસ્સામાં ઉપર (૧)માં દર્શાવેલ અધિકારીશ્રી તરફથી વધુ માહિતી-વિગત માલ કે બીલનાં સંબંધમાં માંગવામાં આવે તો તે જે તે કાર્યપાલક ઈજનેરશ્રી ખનીજ ખાતાના અધિકારીને તે વિગતો કોન્ટ્રાક્ટર પાસેથી મેળવવામાં મદદ કરશે જે આવી માહિતી સમયસર આપવામાં ન આવે તો કાર્યપાલક ઈજનેરશ્રી તરફથી આ અંગે સહકાર ન મળે તો, ખનીજ વિભાગના અધિકારી તુરત જ આ બાબત નિયામકશ્રીના ધ્યાન ઉપર મુકશે. જેઓ આ અંગે ઉદ્યોગ, ખાણ અને ઉર્જા વિભાગ તથા જે તે સંબંધિત વિભાગના સચિવશ્રીના ધ્યાન ઉપર મુકશે અને આવો પત્ર મળ્યેથી સંબંધિત વિભાગના સચિવશ્રી, જે તે કાર્યપાલક ઈજનેરશ્રીને તાત્કાલિક માહિતી પુરી પાડવા સુચના આપશે. આ પ્રથા અમલી બનતા આ પરિપત્રની તારીખથી સીકયોરીટી ડીપોઝીટ પરત કરવા માટે રોયલ્ટી ભર્યા અંગેના પ્રમાણપત્રનો આગ્રહ રાખવાનો રહેશે નહીં.

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

આ કામમાં જ્યારે સાદી માટી (ઓર્ડીનરી ક્લે) અને (સોફ્ટ) મુરમ વાપરવામાં આવે તેના ઉપર પણ રોયલ્ટી ચુકવવાપાત્ર છે. વિશેષમાં ગૌણ ખનીજ બાબતમાં ગુ.ગો.ખ.નિં. 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./૧૧૨૦૦૦/૨૦૧૩/૭ તારીખ ૧-૮-૦૪ ૧-અ, કરાર હેઠળના ફાઈનલ બીલની નકલ જિલ્લાનાં સંલગ્ન ઉદ્યોગ અને ખાણ વિભાગના જિલ્લાનાં ભુસ્તર અધિકારીને આપવાની રહેશે." (મા.મ.વિ. નો પરિપત્ર ક્રમાંક ટી.એન.સી./૧૦/૨૦૦૨/(૧૪) સ તારીખ ૨૮-૪-૨૦૦૩ તથા ૨૭-૪-૨૦૦૫.)

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

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

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

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

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

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

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

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

CLAUSE 38 : The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work execute 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.

ખંડ-૩૯ : દુષ્કાળગ્રસ્ત વિસ્તારના અથવા બીજા મજૂરોને કામે રાખવા બાબત : હવાલાના ઈજનેર એવો લેખિત હુકમ કરે તો દુષ્કાળથી અસરગ્રસ્ત, ગુનેગાર તરીકે સજા પામેલ અથવા અમુક ચોક્કસ પ્રકારના કે વર્ગના બીજા મજૂરોને કંટ્રાક્ટરે કામે રાખવાના રહેશે.

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

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

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

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

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

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

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

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

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

(૨) કંટ્રાક્ટર ગધેડા અથવા બીજા પ્રાણીઓના પીઠના ભાગ પર ઝીદી દોરી અથવા પાતળું દોરડું બાંધીને તેમને કામે લઈ શકશે નહિ. પીઠ ભાગ પર બાંધવા ઓછામાં ઓછી ૩ ઈંચ પહોળી ફીત (નવાર) કામમાં લેવી.

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

(૩) ધારાવાળાં, ખોડગાતા અથવા કૂશ કે નાના પ્રાણીને કામે રાખી શકાશે નહિ.

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

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

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

(૫) પોતે હાથ ધરેલા કંટ્રાક્ટ માટે કામે રાખેલ કામદારોને કંટ્રાક્ટરે વાજબી વેતન ચૂકવવાનું રહેશે. ચૂકવેલ વાજબી ન હોવાના મુદ્દા પર કંટ્રાક્ટર અને તેમના કામદારો વચ્ચે કોઈ ઝઘડો ઉભો થાય તો એ ઝઘડો વિના વિલંબે હવાલાના ઈજનેરને સોંપવામાં આવશે અને તે અંગે તેઓ નિર્ણય આપશે. હવાલાના ઈજનેરનો નિર્ણય

કંટ્રાક્ટર માટે નિર્ણાયક અને બંધનકર્તા રહેશે. પરંતુ આ નિર્ણયથી મંજૂર કરેલા ટેન્ડરના દરે સરકારે કરવાની થતી ચૂકવણીને લગતી કંટ્રાક્ટમાંની કરતોને કશી અસર થશે નહિ.

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

(જ) સરકારી કામે રાખેલા કામદારો – મજૂરોને પીવાના પાણીની સવગડ કંટ્રાક્ટરે પૂરી પાડવાની રહેશે. (શહેરી વિસ્તારોમાં) કામે રાખેલા કામદારોને સ્વચ્છતા વિષયક સગવડો પણ પૂરી પાડવાની રહેશે. કંટ્રાક્ટર આ જોગવાઈનું પાલન કરવામાં નિષ્ફળ જશે તો હવાલાના ઈજનેર તેને લેખિત નોટિસ આપશે અને કંટ્રાક્ટર આવી લેખિત નોટિસની તારીખથી દિન દસની મુદતમાં કામદારો-મજૂરોને આ સગવડ નહિ આપે તો હવાલાના ઈજનેર કંટ્રાક્ટરના ખર્ચે પીવાના પાણીની વ્યવસ્થા કરશે.

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

(ઝ) કામ શરૂ થાય તે તરત જ કંટ્રાક્ટરે સરકારી કામ પરના કામદારો-મજૂરો અને તેમના બાળકોને યોગ્ય શેડ અને આશ્રય આપવાની સવગડ પૂરી પાડવાની રહેશે. શેડ અને આશ્રયસ્થાન પૂરા પાડવામાં કંટ્રાક્ટર નિષ્ફળ જશે તો કંટ્રાક્ટરના ખર્ચે હવાલાના ઈજનેર પૂરા પાડશે.

CLAUSE 44 : Method of payment: Payment to contractor shall be made by cheque drawn on any treasury within the division convenient to them, provided the amount exceeds Rs. 10 Amount not exceeding Rs. 10 will be paid in cash).

ખંડ-૪૪ : ચૂકવણીની રીત : ચૂકવણીની રકમ રૂ. ૧૦ કરતાં વધુ હોય તો, કંટ્રાક્ટરને અનુકૂળ હોય તેવી ડિવિઝનના વિસ્તારની કોઈપણ તિજોરી પરના ચેક દ્વારા તેમને ચૂકવણી કરાશે. રૂ. ૧૦ થી વધુ ન હોય તેવી રકમ રોકડેથી ચૂકવવામાં આવશે.

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

CLAUSE 45 : Deleted.

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

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

CLAUSE 47 : Deleted

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

ખંડ-૪૮ : કંટ્રાક્ટર ટાંકે તે ભાવમાં વેચાણવેરાનો સમાવેશ થઈ ગયેલો ગણાશે. આ પેટે કંટ્રાક્ટરને કોઈ વધારાની ચૂકવણી કરવામાં આવશે નહિ.

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

ખંડ-૪૯ : કંટ્રાક્ટરે જોઈતા કુશળ અને બિનકુશળ મજૂરો શક્ય હોય ત્યાં સુધી નજીકની રોજગાર કચેરીએથી મેળવવા, જેથી સ્થાનિક રોજગાર શક્તિનો ઉપયોગ થઈ શકશે. સ્થાનિક રોજગાર કચેરીઓ ન હોય અથવા આવી કચેરીઓ જરૂરી મજૂરો સ્થાનિક રીતે પૂરા પાડી શકે તેમ ન હોય તો યોગ્ય મજૂરોનો બને પેટલા વધુ પ્રમાણમાં ઉપયોગ કરવો.

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

or deposit(s) payable by the Contractor after making due inquiries and establishing the claim(s) of the labourer(s)/worker(s).

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

ખંડ-૫૦ : વાજબી વેતન : વખતોવખત અમલમાં હોય તે મુજબ ૧૯૪૮ના લઘુત્તમ વેતન અધિનિયમ હેઠળ સરકારે કરેલા લઘુત્તમ વેતન મજૂર (મજૂરો)ને કામદાર (કામદારો)ને સાત દિવસમાં કંટ્રાક્ટ ન ચૂકવે તો હવાલાના ઈજનેરને યોગ્ય તપાસ કરી તેમજ (મજૂર) મજૂરોનો કામદાર (કામદારો)નો હક્કદાવો સ્થાપિત કરીને મજૂર (મજૂરો)ને કામદાર (કામદારો)ને ચૂકવવાપાત્ર રકમ કંટ્રાક્ટરના બિલો અથવા કંટ્રાક્ટરે ચૂકવવાપાત્ર અનામત-અનામતોની રકમમાંથી કાપી લેવાની છૂટ રહેશે. ઉપર જણાવ્યા મુજબ લેવામાં આવેલા પગલાને કારણે કંટ્રાક્ટરને કોઈ પણ નુકસાન જાય તો તે માટે તેને કોઈપણ ચૂકવણી અથવા વળતર મળવાપાત્ર રહેશે નહિ. ઉપર જણાવ્યા મુજબનું પગલું અમલમાં મૂકવામાં આવે તે પહેલાં હવાલાના ઈજનેર તે સમયે અમલમાં હોય તે લઘુત્તમ વેતન અધિનિયમ અનુસાર વેતન ચૂકવવામાં કંટ્રાક્ટરને લિખિત નોટીસ આપશે, કંટ્રાક્ટર ઉપર જણાવ્યા મુજબ સાત દિવસમાં વર્તશે નહિ તો તેની સામે ઉપર વિચાર્યા મુજબનાં પગલાં ભરવામાં આવશે.

CLAUSE 51 : Deleted.

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

ખંડ-૫૨ : ચંત્ર સામગ્રીની યાદી : કંટ્રાક્ટરે પોતાના કબજામાંની અને કામ માટે ઉપયોગમાં લેવા વિચારેલ ચંત્રસામગ્રીની યાદી પણ આપવાની રહેશે.

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

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

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

ખંડ-૫૪ : સામાન્ય દરે સ્થાનિક મજૂરો : સામાન્ય દરે મળી શકે તેમ હોય ત્યાં રોજગાર વાંછુ સ્થાનિક મજૂરો અને સ્થાનિક વ્યક્તિઓને કંટ્રાક્ટરે કામે રાખવાના રહેશે.

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

Land measuring Charges

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

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

ખંડ-૫૬ : કંટ્રાક્ટર છેલ્લા ૩ વર્ષની મુદત દરમિયાન શીતળાની રસી અપાઈ હોવા બાબતનું સ્વીકાર્ય પ્રમાણપત્ર રજૂ કરનાર મજૂરોને જ કામે રાખશે.

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

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

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

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

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

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

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

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

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

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

Provided that where the number of males or female exceed 100, it shall be 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.

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

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

7. Latrines and Urinals to be accessible: (1) The latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment. (2) (i) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times (2) (ii) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

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

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

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

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

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

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

14. Precautions against epidemic : (a) The authorities in charge of the colonies should get the labourers; inoculated against cholera and plague and Vaccinated against smallpox at the time of recruitment, If they are not inoculated or vaccinated within 6 months or 3 years respectively prior to the date of recruitment. (b) When, in any labour camp there is an epidemic disease or is threatened with such an outbreak, the authorities in charge of the labour camps should ensure that all the inmates of the labour colonies are inoculated or vaccinated as the case may be, depending on the diseases, within 72 hours after the outbreak. (c) The authorities in charge of the labour colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day of the outbreak, to the Mamlatdar of the Taluka, the District Health officer or to the Deputy Director of Public Health in charge of that area and the Director of Public Health. Thereafter they should continue to send daily reports to the above officers in the prescribed form regarding the progress of the epidemic disease. (d) When the authorities in charge of the labour colony suspect or have reason to believe that any inmate of the labour colony is suffering from the infectious or contagious disease, they shall forthwith arrange for the segregation of such persons to isolated huts to be specifically *provided for* the purpose and also for their treatment. (e) As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labour colonies should report promptly the occurrence of unusual incidence of cases of malaria and also inform the District Health Officers of the District, Deputy Director of Public Health (Malaria) and the Director of Public Health and also arrange to institute all necessary antimalarial measures as may be advised by the officials of the Public Health Department.

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

15. Rest rooms : (1) In every place where in contract labour is required to halt at night in connection with the contract works and in which employment of contract labour is likely to continue for three months or more, the contractor shall provide and maintain rest rooms or other suitable alternative accommodation within fifteen days of the employment of contract labour. (2) If the amenity referred to in sub rule is not provided by the contractor within the period prescribed, the employer shall provide the same within a period of fifteen days of the expiry of the period laid down in the sub-rule(1). (3) Separate rooms shall be provided for women employees. (4) Effective and suitable provision shall be made in every room for securing and maintaining adequate ventilation for the circulation of fresh air and there shall also be provided and maintained sufficient and suitable natural or artificial lighting. ' (5) The rest room or other suitable alternative accommodation shall be of such dimensions as to provide at least a floor area of 1. sq.mt. for each person making use of rest rooms. (6) The rest room or other suitable alternative accommodation shall be so constructed as to afford adequate protection against heat, wind, rain and shall have smooth, hard and impervious surface. (7) The rest rooms or other suitable alternative accommodation shall be at a convenient distance from the establishment and shall have adequate supply of 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 provided by the contractor for the use of such contract labour within sixty days of the commencement of the employment of contract labour. (2) If the contractor fails to provide the canteen facilities within the time laid down the same shall be provided by the principal employer within sixty days of the time allowed to the contractor. (3) The Canteen shall be maintained by the contractor or principal employees as the case may be in an efficient manner.

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

2 (i) The canteen shall be sufficiently lighted at all times where any person has access to i (ii) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour-washed at least once in each year, provided that the inside walls of the kitchen shall be lime-washed every four months. 3 (i) The premises of the canteen

shall be maintained in clean and sanitary condition. (ii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as cause nuisance. (iii) Suitable arrangements shall be made for the collection and disposal of garbage.

18. Accommodation in dining hall : (1) The dining hall shall accommodate at a time, atleast 30% of the contract labour working at a time. (2) The floor area of the dining hall excluding the area occupied per dinner to be accommodated shall as prescribed in subrule(1). (3) (i) A portion of the dining hall and service counter shall be partitioned and reserved for women workers, in proportion to their numbers. (ii) Washing places for women shall be separate and screened to secure privacy. (4) Sufficient table, stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in sub rule 1.

19. Equipment in canteen : (1) (i) There shall be provided and maintained sufficient utensils, crockery, cutlery, furniture and any other equipment necessary for the efficient running of the canteen. (ii) The furniture utensils and other equipment shall be maintained in a clean and hygienic condition. (2) (i) Suitable clean clothes for the employees serving in the canteen shall also be provided and maintained. (ii) A service counter, if provided, shall have a top of smooth and impervious materials. (iii) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.

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

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

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

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

The local officers should checkup 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 welfare of the workers according to the terms of the contract.

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

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

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

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

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

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

$$VI = \frac{0.75 \times \{pl \times R \times i - io\}}{100 - io}$$

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

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

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

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

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

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

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

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

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

$$VM = \frac{0.75 \times \{Pm \times R \times i - io\}}{100 - io}$$

VI = Increase or decrease in the cost of work during the quarter under consideration due to change in the rates of material

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

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

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

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

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

Pm = Percentage of material components (specified in Schedule %) of the item.

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

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

$$Vd = 0.75 \times \frac{Pd \times R \times D - Do}{100 \times Do}$$

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

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

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

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

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

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

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

Conditions for variation except for Cement, Steel and Asphalt :

- (1) No adjustment shall be done for the work done in the first twelve months of the time limit. Adjustment payable/recoverable will be calculated for the remaining work done during the subsequent period.
- (2) The sum total price adjustment for A, B and C will be limited % of the estimated cost of work put to tender less the cost of Materials supplied from the Departmental store to the Contractor at fixed rate as specified in schedule A and cement, steel and asphalt valued at input rates mentioned as under on which the sanctioned estimate is based. When clause 60A (B-1) is not deleted.

QUANTITY		INPUT RATE PER TON	
Cement :	M.T.	Rs.	per M.T.
Mild Steel :	M.T.	Rs.	per M.T.
TMT/HYSD Bars :	M.T.	Rs.	per M.T.
Asphalt :	M.T.	Rs.	per M.T.

- (3) The quarter referred to in the above formula shall mean the quarter of the calendar year January to March, April to June, July to September and October to December. Even if the tenders are opened in the middle of a quarter, the average index for the calendar quarter will be considered. The same principle would apply for identifying the quarter when the work is completed in the middle of calendar quarter.
- (4) The value of extra items will be excluded for working out the value of 'R' in the above formula in all these cases.
- (5) Intermediate payment of escalation to be made under this clause on each occasion shall be limited in such a manner that the total up-to-date payment of escalation will not exceed the proportionate percentage of the ceiling of escalation as related to the proportionate value of the contract cost.
- (6) Price adjustment shall be applicable only for the work that is carried out within the stipulated time or extensions thereof as per not attributable to the contractor. No claims for price adjustment other than those provided herein shall be entertained.
- (7) This clause will be applicable in respect of works which of the estimated cost put to tender is above Rs.25.00lacs and the time limit involved is more than 12 months.

CLAUSE 60A : Price Variation for Cement, Steel and Asphalt brought by Contractor : The amounts payable to the contractors for the work done involving use of cement, steel and asphalt when these materials are not supplied by the Government as for scheduled A shall be adjusted for increase or decrease in the rates of these materials as under (4)

(4) Price variation for cement, steel and asphalt brought by the contractor:-

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

QUANTITY		STAR RATES		
Cement :	M.T.	Rs.	per M.T.	Month in
Mild Steel :	M.T.	Rs.	per M.T.	which DTP
TMT/HYSD Bars :	M.T.	Rs.	per M.T.	is approved
Asphalt :	M.T.	Rs.	per M.T.	

(The above star rates are linked with Reserve Bank of India price index for steel and cement for the month in which the DTPs are approved. The star rate for asphalt will be based on the rate of Koyli Refinery prevailing on the date on which the estimate is prepared.

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

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

- I. For cement, Price of cement from authorized dealer should be obtained for the month in which the D.T.P.s are approved & mentioned as star rate before issue of tender copy.
- II. For steel & H.Y.S.D. bars, rate of SAIL should be obtained for the month in which the DTPs. Are approved and mentioned as star rate before issue of tender copy.

III. — For basic index specific month in which the DTPs are approved should be mentioned before issue of tender copy.) The fluctuations in rates of cement and steel shall be adjusted in the bills payable to the contractors as under:-

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

A= Difference of Amount payable or recoverable

B= Star rate of steel/cement/asphalt.

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

C0- Price index of cement/steel asphalt for the month in which the DTPs are approved published in monthly bulletin of Reserve Bank of India.)

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

Conditions for variation prices of cement and steel only:-

1. No ceiling escalation for difference in the cost of steel and cement will be applicable.
2. This clause shall be operative from the date of issue of work order and up to the expiry of original and extended time limit.
3. This formula shall be used individually for Cement & mild steel and Tor steel for calculation adjustment.
4. The cement and steel brought by the contractor on site of work shall be used only after the same is tested by the Department.
5. If such materials are not found as per the requirement of L.S specification, the same shall be removed by the contractor for which no claim shall be entertained.
6. This Clause will be applied to the work irrespective of the cost of the work.

Conditions for variation in rates of asphalt only :-

1. The Contractor shall procure asphalt directly from refinery only.
2. The Contractor will not be furnished "P" form for purchase of quantity of asphalt required for this work.
3. The Contractor will have to produce in original all the gate passes issued by the refinery and also the bill in original to the Engineer-in-charge.
4. The number of transport tanker carrying the asphalt shall be furnished by the contractor.
5. The test certificate regarding the grade of asphalt as well as test result of asphalt from GERI Laboratory or other Laboratory approved by R & B Department shall have to be produced.
6. The difference between two actual rates of purchase as per original bill of the refinery produced and the star rate shown above in this clause shall be payment/ recoverable for the quantity of asphalt actually used in the work. This difference shall be Payable /recoverable for the asphalt is consumed in the work executed during original & extended time limit. Extended time limit is extended for of delay attributable to the department. This difference shall not payable for the work executed in executed in extended time limit, when extension is given for the reason of delay attributable to the contractor.
7. The difference will be payable/recoverable from the date of issue of work order and this price variation will not be subject to any ceiling.
8. No advance payment or secured Advance will be payable against asphalt.
9. This part of clause for price variation of asphalt will be applicable for works estimated to cost above Rs. 5 Laacs and involving use of asphalt.

(Authority R & B D GR No. TNC-1089 (4) C, dated 31-08-1991 modified Vide G.R.s of even numbers, dated 5-10-1991, 7-4-1992, 21-10-2005 and G.C. No STR-1097-182/H dated 27-11-97, 21-11-98 Misc-1093-UO-53-40 C dated 16-6-2001 and No. S,TR. "H 0-2001-M-34, 29/H dated 4-1-0-05 of R & B D)

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

CLAUSE 62 : LIABILITY OF ACCIDENTS TO PERSONS: Responsibilities and liabilities of the contractor under 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 by the' contractor or which is so serious as is likely to result in death of any such workmen, the contractor, shall within 24 hours of happening of such accident(s) intimate, in writing to the Engineer-in-charge the fact of such accident(s). The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Government as a consequence of. Government's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said act in regard to such accident(s). (b) In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act, whether by the contractor or by the Government as principal Employer, it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the Contractor, such sum or sum of money as may, in the opinion of the Engineer-in-charge, be sufficient to meet such a liability. The opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.

CLAUSE 63 : ACCESS TO SITE AND WORK ON SITE: The Engineer may, if he considers fit from time to time, enter upon any land(s) which may be in possession of the contractor this contract for the purpose of executing any work not included in this contract and may execute such works not included in this contract by agents or by other contractors, at his opinion and the contractor shall, in accordance with the requirements of the Engineer -in-charge, afford all reasonable facilities for execution of the work including occupation of lands by structure or otherwise for any other

contractor employed by the Government and his workmen or for the workmen of the Government who may be employed in the execution on or near the site of the work not included in the contract or of any contract in connection with or ancillary to the work and in default, the contractor shall be liable to the Government for any delay or expense incurred by reason of such default. Provided always that if damage arising, make a statement of the same to the Engineer-in-charge who shall from time to time, assess 'the value in his judgment of such damage and the Government shall from time to time pay to the contractor the amounts (if any) accepted as justified by the Engineer-in-charge :

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

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

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

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

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

CLAUSE 68 : - Setting Out : The contractor shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labour in connection therewith. If , at any time, during the progress of the work, any errors, appear or arise in the position, levels, dimensions or alignments of any part of the work, the contractor, on being required to rectify such errors by the Engineer-in-charge shall at his own expense do so to the satisfaction 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, relive the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all bench-marks, site-nails, page and other things used in setting out of the work(s).

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

CLAUSE 70 :(1) Materials and Works Test Register : A register in the prescribed from showing day-to-day receipt, consumption and balance of cement on site of work by the Department and every entry thereof shall invariably be signed by the Contractor or his authorised representative in taken 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 (Floods) will have to produce 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 bu taking cores and recording results of layer thickness in paver site register (R & BD Circular No. RGN-60-2006-35-C dated: 26-5-06)

CLAUSE 71: Progress Schedule: (a) The contractor shall furnish within one month (unless extended by the Engineer-in-charge) order to start the work, the progress schedule in quadruplicate indicating the date of staring, 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 general and detailed arrangements for carrying out works. and of item, order and manner in which it is proposed that these shall be executed. The schedule should be framed keeping requirement of the clause 2 of tender form in view and be such as in practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Engineer-in-charge. Further, the dates for the progress, as in this schedule shall be adhered to.

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

(b) The Engineer-In-charge shall have, at all times, the right, without in any way vitiating this contract forming grounds for any calim, to after the order of the work of any part there of and [tie contractor shall after receiving such direction, proceed in the order directed. The contractor shall also revise the progress, schedules accordingly and submit four

7. The advance will be granted as 75 percent of the cost of new equipment for which the contractor is able to produce purchase vouchers and other documents. This will not be applicable in the case of second hand equipment purchased the contractor.

8. In the case of used or second hand equipment brought by the contractor advance will be allowed at 50 percent of the value of the equipment arrived at in the following manner:-

(a) For used equipment for which the records of original purchase price and past utilization are available, depreciated value, so worked out will be subject to the confirmation by Mechanical wing of the Department.

(b) For used equipment for which proper records of purchase price and past utilization are not available, the value will be assessed by a committee of Directors of Civil and Mechanical Wings. The value assessed will be based on the probable age of the equipment, its present condition and its probable depreciated value. In working out depreciation age of the equipment, its present condition and its department of spares, repair, reconditioning of the equipments shall not be taken in to account towards the capital cost. The value arrived at by the committee will be final.

9. No advance may be allowed for equipment which is more than 8 years old or which has already worked for more than 80 percent of its life.

10. No advance shall be given on transport vehicles like jeeps, station wagons, estate car and such other vehicle ordinarily required for transport purposes.

11. The recovery will have to be completed within the stipulated period of completion of work i.e. months.

[Specified advance on plant and machinery brought on site of work can be given to contractor only after prior approval of the Government (G.P.W. Vol. I Para 344—C (i))]

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

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

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

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

(5) Mobilization advance will be treated as interest bearing refundable loan for the purpose. The responsibility of the contractor for the refund of Mobilization Advance is absolute and not dependent up on the completion of the work. The contractor will have to refund the advance with accrued interest irrespective of the fact whether the contract is breached by either partly or abandoned or finalized prematurely. (Govt. R&B Dept. No. TCF—1382/(8) J dated 22-4-198

CLAUSE 76 : Before starting the work, the contractor will have to obtain the licence from the District Assistant Labour Commissioner under the Contract Labour (Regulation and Abolition) Act, 1970 and contract Labour (regulation and Abolition) Gujarat Rules 1972 after paying necessary fees and deposit on the basis of the number of labourers to be employed on the work and will have to supply two true copies of the said licence to the Deputy Director 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 R & B Works only) (G. R. No. R & B TNC-1 085-4-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 of Industries Department and the test results of these Laboratories will be binding to the Contractor about suitability of use of material (R & B. D.G.R. No. 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 are duly connected with water and electric supply to house site testing Laboratory.

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

prescribed therein.

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

3. Ductility test as per I.S. 1208

4. Viscosity test as per I.S. 1206

5. 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 calibrated. Frequency of tests will be as indicated in specifications and as referred in R & B. D.G.R. No. SSR-1099-IB/91(9)-C, dated 26-7-1999.

ખંડ-૭૭.૧ : કોન્ટ્રાક્ટર દ્વારા પુરા પાડવામાં આવેલ માલ સામાનનાં કેટલા પરિક્ષણો કરાવવા તે અંગેનાં "શેડ્યુલ ઓફ ટેસ્ટીંગ" આ જોડે સામેલ છે. આવા પરિક્ષણો ગુજરાત ઈજનેરી સંશોધન સંસ્થા, વડોદરા અને તે હસ્તકની ક્ષેત્રિય લેબોરેટરીમાં કરાવવાનાં રહેશે. અને તેનાં પરિક્ષણો કોન્ટ્રાક્ટરને બંધનકર્તા રહેશે. આ ઉપરાંત જો યોજના માટે અલગ લેબોરેટરી ધરાવતા ગુણવત્તા નિયમન પેટા વિભાગ હોય તો તે પેટા વિભાગ દ્વારા ગુજરાતમાં આવેલ જુદી જુદી ઈજનેરી કોલેજ/પોલીટેકનીક કે જ્યાં આ પ્રકારનાં માલ સામાનનાં પરિક્ષણોની પુરતી સગવડ હોય તેમાં મેન્યુઅલ ઓફ કવોલીટી કન્ટ્રોલ દ્વારા નિયત કરેલ ધોરણો અનુસાર કરાવી શકાશે. આ ઉપરાંત નીચેની ખાનગી સંસ્થાઓ પણ માલ સામાનનાં પરિક્ષણો માટે (તા. ૨૩-૩-૨૦૦૩ સુધી) કરવામાં આવેલ છે, તે સંસ્થાઓમાં પણ કરાવી શકાશે. (૧) એમ. કે. સોઈલ ટેસ્ટીંગ લેબોરેટરી, અમદાવાદ. (૨) નિરમા ઈન્સ્ટીટ્યુટ ઓફ ટેકનોલોજી, અમદાવાદ. (૩) યુનિફ એન્ડ ઓનિયરીંગ એન્ડ એડવાઈઝરી સર્વિસ, સુરત. (૪) શીખર કન્સલ્ટન્ટ, અમદાવાદ. (૫) બી.વી.એમ. એન્ડ ઓનિયરીંગ કોલેજ, વિદ્યાનગર. (૬) કે.બી.એમ. એન્ડ ઓનિયરીંગ રીસર્ચ, લેબોરેટરી, અમદાવાદ. (૭) ધર્મસિંહ ટેસ્ટાઈ ઈન્સ્ટીટ્યુટ ઓફ ટેકનોલોજી, નડીયાદ. (માન્યતા વધારવાના હુકમો આધિન). પરંતુ કુલ કરાવવાનાં થતાં પરિક્ષણોનાં ૧૦ ટકા ટરિક્ષણો અથવા ઓછામાં ઓછું એક પરિક્ષણ ગુજરાત ઈજનેરી સંશોધન સંસ્થા, વડોદરા ખાતે અથવા તેનાં હસ્તકની ક્ષેત્રિય લેબોરેટરીમાં કરાવવાનાં રહેશે અને આ શરત પ્રોજેક્ટની લેબોરેટરીમાં કરાવેલ પરિક્ષણો માટે પણ લાગુ પડશે. મા.મ.વિ. પરિપત્ર ક્રમાંક : એસએસઆર/૧૦૮૭/૦૨/૧૦૬/કયુસી/(૮)/સ, તા. ૨-૪-૯૮ તથા મા.મ.વિ. પરિપત્ર ક્રમાંક : ૫૨૪/૧૦૨૦૦૦/ગુ.નિ./જ.ન./૫૩(૧૨)/સ, તા. ૨૪-૯-૨૦૦૧ તથા તા. ૨૭-૯-૨૦૦૨. વિશેષમાં નર્મદા, જળસંપત્તિ અને પાણી પુરવઠા વિભાગ હેઠળ કોન્ટ્રાક્ટર્સ દ્વારા કામમાં લાવવામાં આવતા લોખંડ અને સિમેન્ટની ગુણવત્તા અંગે એન્ડ ઓનિયર્સ ઈન્ડિયા લિ. તથા ડી. ઓ. ટી. ડી. જેવી સ્વતંત્ર તેમજ સશક્ત સંસ્થાની સેવા લઈ આવા તજજ્ઞો મારફત ગુણવત્તા ચકાસણી કરાવવામાં આવશે (ન.જ. અને પા.પુ. વિભાગનો તા. ૨૩-૯-૨૦૦૨નો કરાવેલ ક્રમાંક એસ.ટી.એલ.-૧૦૮૪/૫૮/ભાગ-૨-૬)

ખંડ-૭૭.૨ : આ કામ માટે ઈજારદાર દ્વારા વાપરવામાં આવતી સીમેન્ટની ખાલી થેલીઓ વિભાગને ૨૫ થેલીના બંડલમાં "ફી ઓફ કોસ્ટ" પરત આપવાની રહેશે. વાપરેલ થેલીઓના પાંચ ટકા વેસ્ટેજ ગણી બાકી ૮૫ ટકા થેલીઓ ડીવીઝનના મુખ્ય મથકના પી.ડબલ્યુ. સ્ટોરમાં પહોંચાડવાની રહેશે. (મા.મ.વિ. નો તા. ૨-૧-૨૦૦૪નો પરિપત્રાંક : ૫૨૪/૧૨૦૩/૩૯૨૮/ન.)

ખંડ-૭૮ : ચૂકવણાનાં બીલમાંથી સેલ્સ ટેક્સ હાલની જોગવાઈ મુજબ કાપવા પાત્ર નથી. પરંતુ ચૂકવણાંની તારીખે ગુજરાત વેચાણવેરા અધિનિયમ ૧૯૬૯ની અઘતન કલમ ૫૭(ઘ) મુજબ વેચારવેરો મુળ સ્થાનેથી કાપવા પાત્ર હશે તો તે બીલમાંથી કાપવામાં આવશે. (ગુજરાત વેચાણવેરા અધિનિયમ ૧૯૬૯ કલમ-૫૭-ઘ)

ખંડ-૭૯ : ચુકવણાના બીલમાંથી થયેલ કામની કિંમતના એક ટકા લેખે "બીલ્ડીંગ એન્ડ અધર કન્સ્ટ્રક્શન વર્ક્સ વેલ્ફેર સેસ એક્ટ" અને તે હેઠળ ઘડાયેલ ગુજરાતનાં ૧૯૯૮ નાં નિયમોના નિયમ ૫ ની જોગવાઈ મુજબ ઉક્ત સેસનો ફાળો વસુલ કરવામાં આવશે. (શ્રમ અને રોજગાર વિભાગની તારીખ ૩૧-૧-૦૫ ની અધિસૂચના ક્રમાંક: જીએચઆર/૨૦૦૫/૦૪/સીડબલ્યુએ/૨૦૦૪/૮૪૧/મ-૩ અને તે વિભાગનો તારીખ ૯-૧૨-૦૫ નો ઠરાવ ક્રમાંક : સીડબલ્યુએ/૨૦૦૪/૧૮૩૧૧મ-૩) તથા મા.મ.વિભાગનો તારીખ: ૨-૧૨-૦૬ના પરિપત્ર ક્રમાંક: એસએસઆર-૧૦૨૦૦૪-આઈબી-૪૧(૨૪)સ

Annexure : The information in the following annexures specimens should be furnished be furnished on separate letter pad if necessary.

ANNEXURE – 1

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

To
The Chief Officer

Division :

PLACE

DATE :

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

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

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

Dated Signature of Tenderer

Annexure-2 ટેન્ડર આઈટમોના ભાવ ભરતી વખતે ગણતરીમાં લીધેલ મજૂરી તથા સ્પેસીફિકેશનમાં જણાવ્યા મુજબ માલસામાન અંગેના કામના સ્થળના પડતર ભાવો (દર) અંગેની વિગત. (આ વિગત ૩૦ લાખ કરતા ઉપરનાં કામમાં ભરી રજૂ કરવી ફરજિયાત છે.)

(અ) મજૂરીના દૈનિક દર

- (૧) કડીયા, સુથાર-પ્લમ્બર સ્કીલ્ડ કારીગરોના દર રૂ.
(૨) ભીસ્તી, હેલ્પર વ ગેરે સેમી સ્કીલ્ડ કારીગરોના દર રૂ.
(૩) મજૂરો (સ્ત્રી-પુરુષ) અનસ્કીલ્ડ મજૂરોનો દર રૂ.

(૧) મકાનો :

અ.નં.	ટેન્ડર આઈટમ નંબર	માલસામાનની વિગત	યુનિટ	દર
૧		ઈંટો	૧,૦૦૦ નંગ	રૂ.
૨		પથ્થર ચણતરનો	ઘ.મી.	રૂ.
		ખાણ લીડ		
		કપચી	૧૨ મી.મી. થી	
		ખાણ	૨૦ મી.મી.	
		લીડ	ઘ.મી.	રૂ.
૪		રેતી પ્રાપ્તિ સ્થાન	કી.મી.	રૂ.
		લાકડું સાગીન્કટ સાઈઝ	લીડ કી.મી.	
૫		(સરેરાશ યાદી માટે)		
		(અ) બારી	ચો.મી.	રૂ.
		(બ) બારણાં	ચો.મી.	રૂ.
૬		ફ્લોરીંગ ટાઈલ્સ	ચો.મી.	રૂ.
૭		પોલીસ કોટા સ્ટોન જાડાઈ મી.મી.	ચો.મી.	રૂ.
૮		ગેલ્વેનાઈઝ પાઈપ		
		(અ) ૨૫ મી.મી.	દર ચો.મી.	રૂ.
		(બ) ૧૨ મી.મી.	દર ચો.મી.	રૂ.

(૨) (રસ્તાઓ) કામના સ્થળ ઉપરના ભાવ :

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

(૩) હોટમીસના કામો માટે કામનાં સ્થળ ઉપરના પડતરના ભાવ :

અ.નં.	ટેન્ડર અ.નં.	વિગત	યુનિટ	દર	રીમાર્ક્સ
૧		કપચી	ઘ.મી.		ખાણ
૨		ગ્રીટ	ઘ.મી.		ખાણ
૩		બ્લેટ આસ્ફાલ્ટ	મે.ટન		
૪		ડામર કામની મજૂરી	મે.ટન		

(૪) પુલોના કામ : કામના સ્થળ ઉપરના ભાવ :

અ.નં.	ટેન્ડર અ.નં.	માલસામાનની વિગત	ખાણ પ્રાપ્તિ સ્થાન	લીડ કી.મી. (સરેરાશ)	યુનિટ	દર રૂ.
		મશીન કશ્ડ મેટલ			ઘ.મી.	
		કપચી			ઘ.મી.	
		ગ્રીટ			ઘ.મી.	
		રેતી			ઘ.મી.	
		હાઈ ટેન્સાઈલવાયર			મે.ટન	

એકરારપત્ર

ઉપરોક્ત પરિશિષ્ટોમાં આપેલ દર ટેન્ડરમાં ભરેલ ભાવોની ચકાસણી અંગે હોઈ તે ખાતાને બંધનકર્તા રહેશે નહીં તેમજ તેનાં દર્શાવેલ ખાણ મથકેથી સ્પેસીફિકેશન મુજબનો માલસામાન નહીં મળે તો તે સ્પેસીફિકેશન પ્રમાણેનો માલસામાન ખાતું માન્ય કરે તે અન્ય જગ્યાએથી લાવી આપીશું. જે માટે કોઈ વળતરનો કલેઈમ મુકવામાં 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 (Scheduled or Nationalised Bank)

Sum of bond (express in words and figures)

Contract No. and date of contract

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

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

NO
WHEREFORE, it the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original terms of the said Contract and any extensions thereof that may be granted by the Employer with or without notice to the surety and during the life or any guarantee required under the contract and shall also well and truly perform and fulfill all the Undertakings, covenants, terms, conditions and agreements of any all duty and unduly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the surety being hereby waived or shall pay over, make good and reimburse to the Employer all loss and damages which the employer may sustain by reason of failure or default on the part of said Principal so to do.

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

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

In the presence of witness

individual

Principal

1 _____ as to _____ (Seal)

2 _____ as to _____ (Seal)

3 _____ as to _____ (Seal)

4 _____ as to _____ (Seal)

Attested by _____ affix Corporate Seal

Corporate surety

Business address

Affix by _____ corporate Seal

Title

For and on behalf of the Employer

ANNEXURE-4

List Of Works Already Completed By The Tender

ઈજારદારે પૂરાં કરેલ કામોની યાદી

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

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

[illegible]

□ □ □ □ □ □ □ □ □ □ □ □ □ □ □

Signature of Tenderer with Date/ ઈજારદારની તારીખ સાથેની સહી

ANNEXURE-5

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

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

Sr. No. ક્રમાંક	Plant or machinery ઓજારો અથવા યંત્રો	Location સ્થળ	Age of machinery મશીનરી કેટલા વર્ષ જૂની છે	Make બનાવટ	Capacity શક્તિ	Approximate value અંદાઝ કિંમત	Remark વિશેષ નોંધ
1	2(a)	2(b)	3	4	5	6	7

Signature of Tenderer with Date/ ઈજારદારની તારીખ સાથેની સહી.

ANNEXURE-6

DECLARATION REGARDING WORKS ON HAND WITH TENDERER

ઈજારદારના હાથ પર હોય તેવા કામોની વિગત

[illegible]

Signature of Tenderer with Date/ ઈજારદારની તારીખ સાથેની સહી.

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

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

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

SCHEDULE 'A'

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Schedule showing (approximately) the materials to be supplied from the public works store for work contracted to be executed and the rates at which they are to be charged for

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

Particulars વિગત	Approximate quantity અંદાઝ જથ્થા	Rate at which the materials will be Charged to the Contractor કંટ્રાક્ટર પાસેથી માલસામાન માટે લેવાનો થતો દર		Place of delivery ડિલિવરીનું સ્થળ
		Unit એકમ	Rate in Rupees ભાવ રૂપિયામાં	
1	2	3	4	5
----- As per Separate sheet attached -----				

નોંધ ૧ : આ કામમાં વાપરવા સીમેન્ટ અને અથવા સ્ટીલ તથા કોઈપણ કામમાં ડામર કામમાં વિભાગ તરફથી પુરી પાડવામાં આવશે નહીં. (મા.મ.વિ. ઠરાવ ક્રમાંક ટી.એન.સી./૧૦૮૫/૪/એસ તા. ૨૦-૧૨-૮૧ તથા એસ.ટી.આર./૧૦૮૭/૮૨/હ તા. ૨૭-૧૧-૮૭ તથા ટીએનસી-૧૦૮૮-યખ-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. ૨૩-૬-૮૭નાં વિભાગના ઠરાવ ક્રમાંક એસ.ટી.એલ./૧૦૮/કિ/૫૮/ભાગ(હ) દ્વારા ચાલુ રાખવામાં આવે છે. આ અંગે શેડ્યુલ-એમાં જે જોગવાઈ કરવામાં આવે તે આખરી ગણાશે.

નોંધ ૨ : સીમેન્ટ : જ્યારે સીમેન્ટ ઈજારદાર દ્વારા કામમાં વાપરવા લાવવામાં આવે ત્યારે આવો સીમેન્ટ ઈજારદાર આઈ.એસ. પ્રમાણપત્રવાળા તથા મુળ ઉત્પાદક કંપનીમાંથી સીધી રીતે મેળવવાનો રહે છે. અને તેની ખરાઈ માટે તેનાં ચુકવણાનાં બીલો કા.ઈ.શ્રી ને રજૂ કરવામાં રહેશે. આવો સીમેન્ટ કંપનીના અધિકૃત વિકેતા પાસેથી ખરીદ કરી શકાય નહીં. (તા. ૬-૪-૮૮નો મામલો પરિપત્રક ટીએનસી/૧૦૮૮-આઈબી/૧૮-સ)

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

નોંધ ૪ : ડામર : જ્યારે કામમાં વાપરવા ડામર ઈજારદાર દ્વારા લાવવાનો હોય ત્યારે તે ડામર ઈજારદારે ઓઈલ રીફાઈનરીમાંથી પૈસા ભરી 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 રજૂ કરવાનું રહેશે. (૨) રીફાઈનરીના ગેટપાસ પણ બીલ સાથે સામેલ કરવાનાં રહેશે. (૩) ડામર જે ટેન્કરમાં લાવવામાં આવે કે ટેન્કરનો વાહન નંબર બતાવવાનો રહેશે. (૪) ડામર ઉપર ઈજારદારશ્રીને એડવાન્સ પેમેન્ટ અથવા સિક્યોર્ડ એડવાન્સ મળી શકશે નહિ. (૫) ઈજારદારે રજૂ કરેલ અસલ બીલમાં ડામરકો ગ્રેડ (કવોલીટી અંગે) ઉલ્લેખ હોવો જોઈએ. આ અંગે ઈજારદારે ડામરનાં ગ્રેડ અંગેનું ટેસ્ટ રીઝલ્ટ/ગ્રેડ અંગેનું પ્રમાણપત્ર રજૂ કરવાનું રહેશે. (૬) ઈજારદારે ડામરની આવક/વપરાશ/બચત અંગેનું રૉસ્ટર પ્લાન્ટ/સાઈટ ઉપર નિભાવવાનું રહેશે. (મા.મ.વિ. પરિપત્ર ક્રમાંક એસ.ટી.આર.-૧૦૮૭-૮૨-હ, તા. ૨૭-૧૧-૮૭ અને ૨૧-૧૧-૮૮)

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

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

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

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

SCHEDULE 'B' རྒྱུ་ཤེས་ཀྱི་འཇམ་མཁོ་ལྷན་ཁག་གི་འཇམ་མཁོ་ལྷན་ཁག་

Memorandum showing items of works to be carried out :

હાથ ધરવાના કામની બાબતો દર્શાવતી યાદી

Items No. બાબત નંબર	Quantities estimated but may be more or less અંદાજેલ જથ્થો જે ઓછો-વતો થઈ શકે	Item of work કામની બાબત	Estimated Rates અંદાજ દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજ જથ્થા અનુસાર કુલ રકમ
			In figures આંકડામાં Rs. Ps. રૂા. પૈ.	Inwards શબ્દોમાં		
1	2	3	4	5	6	7
----- As per Separate sheet attached -----						

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

Percent (should be written in figure and words) of the estimated rates mentioned above. Amount of my/our tender works out as under.

*Estimated amount

Put to tender Rs.....

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

Total Rs.....

In Words.....

III. V. CIGS.....

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

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

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

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

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

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

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

નોંધ ૪ જરૂર જણાય વધારાના કાગળો જોડી ચાલું રાખવું.

□

SCHEDULE – C

(See clause No.2)

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

Time Schedule of completion

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

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

