

- (f) No person who is below age of 15 years shall be in control of any hoisting machine, including any scaffolds, nor shall give signals to the operator.
- (g) In the case of every hoisting machine and of every chain, ring hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.
- (h) વજન ઉઠાવવાના પ્રત્યેક ધન અને માલમામાન ઉંચે ધરાવવાના કે નીચે ઉતારવાના કે લટકાવી રાખવાના સાકન તરીકે ગણતરી પ્રત્યેક સાકળ, રીંગ, કડી, નકુચા અને પુલી બ્લોકની સલામત રીતે વજન ઉઠાવવાની શક્તિ કેટલી છે તે યોગ્ય સાકનો વડે નક્કી કરવાનું રહેશે.
- (i) Every hoisting machine and all gears referred to in preceding regulation shall be plainly marked with the safe working load.
- (j) આગળના વિનિયમમાં જણાવેલ વજન ઉઠાવવાના પ્રત્યેક ધન અને બક્ષા જ નિયમ પર તે સલામત રીતે કેટલું વજન ઉઠાવી શકે તેમ છે તે યોગ્ય યંત્રોનું હોવું જોઈએ.
- (k) In the case of hoisting machine having a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated.
- (l) જુદા જુદા વજન સલામત રીતે ઉંચકી શકતા, ઉંચકવાના યંત્ર પર, સલામત રીતે ઉંચકી શકાતું પ્રત્યેક વજન અને કઈ બાલતમાં યંત્રને તે લોડનું ધરાવે તે સ્પષ્ટ દર્શાવવાનું રહેશે.
- (m) 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.
- (n) ઉપરના વિનિયમ જેમાં જણાવેલ વજન ઉઠાવવાના કોઈ પણ યંત્ર કે ગિયરના કોઈ પણ ભાગ પર ચકાસણી માટે જરૂરી હોય તે સિવાય, સલામત વજન કરતાં વધુ વજન લાદવું નહિ.
- (o) Motors, gears, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with sufficient safeguards.
- (p) વજન ઉઠાવવાના સાકનની મોટરો, ગિયર, વિદ્યુતવાહક સાકનો, વીજળીના તાર અને જોખમી ભાગો માટે પૂરી સલામતીની જોગવાઈ કરવાની રહેશે.
- (q) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- (r) કોઈ વજન અકસ્માત નીચે સરકી પડે તેવું જોખમ ઓછામાં ઓછું રહે તે પ્રકારની કોઈક સગવડ વજન ઉઠાવવાના સાકનમાં કરવાની રહેશે.
- (s) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.
- (t) ચટકતા રાખેલા વજનમાંથી કોઈપણ ભાગ અકસ્માત છૂટો પડી જવાનું જોખમ ઓછામાં ઓછું રહે તે માટે પૂરતી સાવચેતી રાખવાની રહેશે.

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

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

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

CLAUSE 23 Liability of contractors for 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 અહાર થયેલ કોઈ પણ નુકશાન માટે કંટ્રાક્ટર જવાબદાર હોવા બાબત : ખંડ-૨૨માં જણાવ્યા પ્રમાણે આગ પ્રસરવાથી થયેલ કોઈપણ નુકશાન સહિત કંટ્રાક્ટરના મજૂરોએ ઉપદ્રાપૂર્વક કે અજાણતા સરકારી મિલકતની હદની અંદર કે અહાર કરેલા બક્ષા જ નુકશાનના વખતરનો અંદાજ સલામત રીતે અથવા એમણે નીમેલા બીજા કોઈ અધિકારી હાથે અને સલામત રીતે કરવાની આ અંદાજ, અપીલ થયે, અધિકાર ઉજમેરના સુધારાને આધિન, આખરી ગણાયે અને માનવી કરતાં આકારાયેલી વખતરની તેવી રકમ ચૂકવવા માટે કંટ્રાક્ટર બંધાયેલ રહેશે અને તેમ કરવામાં કસૂર કરશે તો તેવી રકમ ખંડ-૧માં કરાયેલી રીતે નુકશાનની તરીકે કંટ્રાક્ટર પાસેથી વસૂલ કરવામાં આવશે અથવા આ કંટ્રાક્ટ હેઠળ અન્યથા સરકાર

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

કાર્યપાલક-ઈજનેરની સહી :

બંદ ૨૯ અધિકારી ઇજનેરની મુચના હેઠળ કામો કરવા બાબત : કંટ્રાક્ટ હેઠળ કરવાના કામો જ કામ સંકલના જે તે વખતના અધિકારી ઇજનેરની મુચના અને હેઠળ તમામ બાબતો માટે તેમની મંજૂરીને આધીન રહીને કરવાના રહેશે. આ કામ ક્યા સ્થળે કે સ્થળોએ અને કેવી રીતે શરૂ કરવા વખતોવખત કેવી રીતે આગળ ધપાવવા તે અંગે મુચના આપવા અધિકારી ઇજનેર હકકદાર રહેશે.

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

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

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

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

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

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

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

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

(2) The provision of Section-21 of the GPW dispute Arbi. Tribunal Act-92 & order issued by the Govt. in connection with this Act will now apply for Arbitration (As per Government N. & W.R.D. letter No. SUT/1090/2679/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/1088/735/KT/Sachivalaya/Gandhinagar 5th October 1998.)

(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

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

અધ્યક્ષ ઇજનેરની સહી :

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 આકારે ટેન્ડર તૈયાર કરેલું હોય તેમાં જો કામના અમુક ભાગો અંગે ઉચ્ચ રકમનો સમાવેશ થતો હોય તો આવી બાબતો માટે આ કંટ્રાક્ટર હેઠળ ચૂકવવાપાત્ર હોય તે જ હશે, ઘટેલ કામની બાબતો માટે ઉક્ત કામની કોઈ ભાગ માટે ચૂકવણી મેળવવા કંટ્રાક્ટર હકલક્ષ્ય રહેશે. અથવા હવાલાના ઈજનેરના મતે ઉક્ત કામના તે ભાગનું માપ કઈ જમણ તેમ ન હોય, તો હવાલાના ઈજનેર પોતાના સ્વવિરેક 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 આબરવી 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 કરવાનું રહેશે અને ડિવિઝનની વિગતો ન હોય ત્યારે તેવું કામ તમામ રીતે હવાલાના ઈજનેરની સૂચનાઓ અને જરૂરિયાત અનુસાર હાથ કરવાનું રહેશે.

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

ખંડ-૩૪ કામની વ્યાખ્યા : આ શરતોમાં વપરાયેલ કામ અથવા કામક્રમોગ વિષયના સંદર્ભમાં કશું વિરુદ્ધ ન હોય તો કામચલાઉ કે કાયમી અને મૂળ સુધારણા, બદલવામાં આવેલા કે વધારાના 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 of 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 કે એકંદરે રકમને લાગુ પાડવી : આપવામાં આવેલ કોઈ પણ માહત્તામાંની કિંમત બાદ કરતાં પહેલા ટેન્ડરમાં દર્શાવેલ ટકાવારી બિલની એકંદર રકમમાંથી બાદ કરવામાં આવશે - તેમાં ઉમેરવામાં આવશે. (આ ખંડ બી-૧ ટેન્ડરને જ લાગુ પડશે)

CLAUSE 35 (i) On receipt of the work order, the contractor will identify the sources of procurement of quarried construction materials like metal, kapchi, grit, sand etc. and seek the permission of the Engineer-in-Charge about the sources. The Engineer-in-Charge will issue orders approving the sources of procurement of quarried construction materials. The contractor will thereafter procure the materials from approved sources for use in the contract work. The Dy. Executive Engineer will verify this with reference to the copies of gate passes before recording the measurements of such materials.

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

(ક) કાર્યપાલક ઈજનેરશ્રી કામનો વર્ક ઓર્ડર આપે કે તુરત જ કામના શીડ્યુલ - બીની નકલ જે તે વિસ્તારના મદદનીશ નિયામક અથવા જન્ઓલોજીસ્ટ અથવા આસીસ્ટન્ટ જન્ઓલોજીસ્ટ અથવા ભુસ્તર અને ખનીજ શાખાના જલ્લા કચેરીના વડા જેઓ કલેક્ટરશ્રીની કચેરીમાં બેસે છે તેમને આપવાની રહેશે. (૨) રૂા. ૨.૦૦ લાખ (બે લાખ)થી ઉપરના કામોના કોન્ટ્રાક્ટરોએ તેઓએ ખરીદેલ ખનીજનો જથ્થો અને તે ક્યાંથી ખરીદેલ છે તે વેચનારની વિગતો દર્શાવતાં બીલોની નકલો તથા પત્રકના રૂપમાં માહિતી દર ત્રણ માસે ઉપર (૧)માં દર્શાવેલ અધિકારીને પુરી પાડવાની રહેશે. આ બીલોમાં માલ વેચનારનું નામ, સ્થળ, તારીખ અને માલ વેચનારનું નામ, માલ વેચનારનું નામ અને જથ્થો, વગેરે દર્શાવેલા હોવા જોઈએ (૩) જરૂર પડે જરૂરી કિસ્સામાં ઉપર (૧)માં દર્શાવેલ અધિકારીશ્રી તરફથી વધુ માહિતી-વિગત માલ કે બીલનાં સંબંધમાં માંગવામાં આવે તો તે જે તે કાર્યપાલક ઈજનેરશ્રી ખનીજ માતાના અધિકારીને તે વિગતો કોન્ટ્રાક્ટર પાસેથી મેળવવામાં મદદ કરશે. જે આવી માહિતી સમયસર આપવામાં ન આવે તે કોઈ કાર્યપાલક ઈજનેરશ્રી, તરફથી આ અંગે સહકાર ન માટે તો, ખનીજ વિભાગના અધિકારી તુર્ત જ આ બાબત નિયામકશ્રીના ધ્યાન ઉપર મુકશે. જેઓ આ અંગે ક્લોગ, 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 સૂચના આપશે. આ પ્રથા અમલી બનતા આ પરિપત્રની તારીખથી સીક્યોરીટી ડીપોઝીટ પરત કરવા માટે રોયલ્ટી ભર્યા અંગેના પ્રમાણપત્રનો અસરકારક રાખવાનો રહેશે નહીં.

રાજ્ય સરકારના આંધકામ માટે વપરાતા ગોણ ખનિજની રોયલ્ટી ભરવા બાબત...

(૪) આ કામમાં જ્યારે સાદી માટી (ઓર્ડીનરી ક્લે) અને (સોફ્ટ) મુરમ વાપરવામાં આવે તેના ઉપર પણ રોયલ્ટી ચૂકવવાપાત્ર છે. (૫) વિશેષમાં ગોણ ખનીજ બાબતમાં ગુ. ચો.ખ.નિ. ૧૯૬૬ અને તેના અનુસંધાનમાં વખતોવખત બહાર પાડવામાં આવેલા ઠરાવો, લાગુ પડશે, અને સે મુજબ લીઝ કે પરમીટ લેવાનું અને રોયલ્ટી ભરવાની રહેશે. (વિદ્યોગ, ખાણ અને ઉર્જા વિભાગ ઠરાવ ક્રમાંક: એમ. એમ. આર. /૧૧૨૦૦૦/૨૦૧૩/છ તા. ૧-૮-૦૪ "કામ પૂરું થયે કાઉનલ બીલ બન્યે તેની નકલ જિલ્લા ભુસ્તર શાસ્ત્રીને મોકલી રોયલ્ટી પેટે જો રકમ વસૂલ કરવાની બાકી હોય તો કેટલી રકમ વસૂલ કરવાની છે તે જણાવવા પત્ર લખવો. આ પત્ર ભુસ્તર શાસ્ત્રીને મળ્યા બાદ ૪૫ દિવસમાં કોઈ પ્રત્યુત્તર ન મળે તો રોયલ્ટી પેટે કોઈ રકમ વસૂલ કરવાની નથી તેમ માની કાઉનલ બીલ ચૂકવી દેવાનું રહે છે." વિશેષમાં ઈજારદારશ્રી દ્વારા રોયલ્ટી ભર્યા અંગેના રજૂ કરેલ દસ્તાવેજો અપૂરતા હોય તો કામમાં વપરાયેલ ગોણ ખનિજની રોયલ્ટી ભરવાની બાકી હશે તો તે ભરવાઈ કરવા ઈજારદારશ્રી બંધાય છે તેવી બાંહેધરી ઈજારદાર પાસેથી સીક્યોરીટી ડીપોઝીટ પરત કરવાની કાર્યવાહી કરવાની રહેશે. (મા.મ. વિ.ના પરિપત્ર ક્રમાંક ટીએનસી/૧૦-૨૦૦૨/(૧૪) સતારીખ ૨૮-૪-૨૦૦૩ તથા ૨૭-૪-૨૦૦૫. અને મા.મ.વિ. પરિપત્ર ક્રમાંક: ટીએનસી-૧૦-૨૦૧૩-(૪)-સી તા. ૮-૮-૨૦૧૪, તા. ૨૦-૭-૨૦૧૬ અને તા. ૪-૧૧-૨૦૧૫નો મા.મ.વિ. પરિપત્ર ક્રમાંક: પરન-૧૦-૨૦૧૫-૫૫-સી)

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

Clause 36 Compensation under the workmen's compensation Act : The contractor shall be responsible for and shall pay compensation to his workman payable under the Workmen's Compensation Act, 1923 (VIII of 1923) hereinafter called the said Act) for injuries caused to the workmen. If such compensation is paid by Government as principal under sub-section 12(1) of the said Act on behalf of the Contractor it shall be recoverable by Government from the contractor under sub-section 12(2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.

ખંડ ૩૬ કામદાર વળતર અધિનિયમ હેઠળ વળતર : કામદારોને થયેલ ઈજાઓ માટે ૧૯૨૩ના કામદાર વળતર અધિનિયમ (૧૯૨૩ના આક્રમાં) (હવે પછી જેને ઉક્ત અધિનિયમ કહી શકે તે) હેઠળ ચૂકવવામાં કોઈ પણ વળતર ચૂકવવા કંટ્રાક્ટર જવાબદાર રહેશે. ઉક્ત અધિનિયમની કલમ ૧૨ની પેટા-કલમ (૧) હેઠળ, કંટ્રાક્ટરે વર્તી સરકારે મુખ્ય પક્ષકાર તરીકે આવું વળતર ચૂકવ્યું હોય તો સરકાર તે રકમ ઉક્ત કલમની પેટા-કલમ (૨) અન્વયે કંટ્રાક્ટર પાસેથી વસૂલ કરી શકશે. આવું વળતર ઉપરના ખંડ ૧ માં જણાવેલી રીતે વસૂલ કરવામાં આવશે.

Clause 36-A The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Government, the same shall be recoverable from the contractor forthwith and be deducted, without prejudice to any other remedy of Government from amount due or that may become due to the Contractor.

ખંડ-૩૬-ક અકસ્માતને પરિણામે કોઈ કામદારને શારીરિક ઈજા થાય તો તેને તબીબી સહાય પૂરી પાડવા માટે કંટ્રાક્ટર જવાબદાર રહેશે અને તે અંગેનું ખર્ચ તેમણે ચૂકવવાનું રહેશે. આવું ખર્ચ સરકારે કર્યું હોય તો કંટ્રાક્ટર પાસેથી તે તરત જ વસૂલ કરવા પાત્ર રહેશે અને સરકારના બીજા કોઈ પગલાને બાધ ન આવે એ રીતે કંટ્રાક્ટરની લેણી અથવા હવે પછી લેણી થનાર રકમમાંથી તે કાપી લેવાશે.

Clause 36-B The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the person employed on the site and shall maintain the same in suitable condition for immediate use at any time and shall comply with the following regulations in connection therewith :

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

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

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

Clause 37 The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the tender. In the case of increase in the quantities by more than 10% the new rate will be paid to the contractor for the quantities in excess of 10%. The rates for the increased quantities as aforesaid will be fixed in the manner specified in clause - 14.

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

CLAUSE 38 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-૩૮ દુષ્કાળચક્ષુ વિસ્તારના અથવા બીજા મજૂરીને કામે રાખવા બાબત : હવાલાના ઈજનેર એવો લેખિત હુકમ કરે તો દુષ્કાળથી અસરગ્રસ્ત, અનેશ્ચર તરીકે સજા પામેલા અથવા અનુક્રમ ચોક્કસ પ્રકારના કે વર્ગના બીજા મજૂરીને કંટ્રાક્ટરે કામે રાખવાના રહેશે.

CLAUSE 39 No compensation shall be allowed for any delay caused in the starting of the work on account of delay in making available the full site of land at a time.

CLAUSE 40 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-૪૦ 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 માટેના 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, વકારાના દર માટે કોઈ હક દાવો ધ્યાનમાં લેવાશે નહિ.

CLAUSE 41 Entering upon or commencing any portion or work : The Contractor shall not enter upon or commence any portion or work except with the written authority and instruction of the Engineer-in-charge or of his subordinate in charge of the work. Failing such authority, the Contractor shall have no claim to ask measurement of or payment for work.

ખંડ-૪૧ કામનો કોઈ ભાગ નવેસરથી હાથ કરવા કે શરૂ કરવા બાબત : હવાલાના ઈજનેરને અથવા તાબાના કામના હવાલાના અધિકારીનો લિખિત હુકમ અને ચૂચના સિવાય કંટ્રાક્ટર કામનો ભાગ નવેસરથી હાથ કરી કે શરૂ કરી શકશે નહિ. આવો હુકમ ન મળ્યો હોય તો કામના કોઈ માપ લેવા અંગે કે ચૂકવણી માટે કંટ્રાક્ટર કશો હક્કદાવો કરી શકશે નહિ.

CLAUSE 42 Minimum age of person employed : (i) No Contractor shall employ any person who is under the age of 15 years.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

ખડ-૪૨) કામે રખાવેલ વ્યક્તિઓની આજ્ઞામાં ઓછી તથા - કંટાકટર ૧૫ વર્ષની નીચેની ઉંમરની કોઈ પણ વ્યક્તિ કામે રાખી શકાય નહિ.

CLAUSE 42 (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. (Nowar).

(૨) કંટાકટર શકેડા અથવા બીજા પ્રાણીઓના પીઠના ભાગ પર ઝીંબી દોરી અથવા પાતાળુ દોરતું બાકીને તેમને કામે લઈ શકશે નહિ. પીઠ ભાગ પર શકેડા ઓછામાં ઓછી ૩ ઇંચ પહોળી રીત (નવાર) કામમાં લેવી.

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

(૩) કાસવાળા, ખોડગાતા અથવા કૂચ કે નાના પ્રાણીને કામે રાખી શકાય 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 માલૂમ પડે તો તેને કામ પરથી દૂર કરવાની ચત્તા 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 પેરેલા કંટાકટ માટે કામે રાખેલ કામદારોને કંટાકટરે વાજબી વેતન ચૂકવવાનું રહેશે. ચૂકવેલ વાજબી ન હોવાના મુદ્દા પર કંટાકટર 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 કંટાકટર માટે નિર્ણાયક અને બંધનકર્તા રહેશે. પરંતુ આ નિર્ણયથી મંજૂર કરેલા ટેન્ડરના દરે સરકારે કરવાની થતી ચૂકવણીને લગતી કંટાકટરની શરતોને 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.

(૬) સરકારી કામે રાખેલા કામદારો - મજૂરોને પીવાના પાણીની સગવડ કંટાકટરે પૂરી પાડવાની રહેશે. (શહેરી વિસ્તારોમાં) કામે રાખેલા કામદારોને સ્વચ્છતા વિષયક સગવડો પણ પૂરી પાડવાની રહેશે. કંટાકટર આ જોગવાઈનું પાલન કરવામાં નિષ્ફળ જશે તો હવાલાના ઈજનેર તેને લેખિત નોટિસ આપશે અને કંટાકટર આવી લેખિત નોટિસની તારીખથી દિન દસની મુદતમાં કામદારો - મજૂરોને આ સગવડ નહિ આપે તો હવાલાના ઈજનેર કંટાકટરના 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.

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

CLAUSE 43 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.

ખડ-૪૩) ચૂકવણીની રીત : ચૂકવણીની રકમ રૂા. ૧૦ કરતાં વધુ હોય તો, કંટાકટરને અનુકૂળ હોય તેવી ડિવિઝનના વિસ્તારની કોઈપણ સિમેરી પરના ચેક દ્વારા તેમને ચૂકવણી કરાશે. રૂા. ૧૦ થી વધુ ન હોય તેવી રકમ રોકડેથી ચૂકવવામાં આવશે.

CLAUSE 43-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 of or under any other contract made by the contractor with the Government/District Panchayat of Gujarat State for the work wholly financed as grant-in-aid by Government of Gujarat State. When no such amount for

Signature of the contractor :

કંટાકટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

purpose of the recovery from the contractor against any claim of the Government / District Panchayat of Gujarat state is available, such a recovery shall be made from the contractor as arrears of land revenue.

CLAUSE 44 Deleted

CLAUSE 45 Employment of scarcity labour : If Government declares a state of scarcity or famine to exist in any village situated within 16 kilometers of the work, the Contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Engineer-in-charge or by any persons to whom, the Engineer-in-charge may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons, wages not below the minimum which Government may have fixed in 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.

ખાસ ધ્યાન : અછતશક્તિ વિભાગના મજૂરો કામે લાવવા બાબત : કામના સ્થળેથી ૧૬ કિલોમીટરની અંદર આવેલા કોઈ પણ ગામમાં અછતની અથવા કુશળની સિમિત મરતની હોવાનું સરકાર જાણે કરે, તો જેના દુરુણ કારીગરોની જરૂર ન હોય તેવા કામના કોઈ પણ ભાગ ઉપર કંટ્રાક્ટરે, હવાલાના ઈજનેર અથવા તેમણે તે અંગેની હદ કરે જેને હિમત રીતે સોંપી હોય તેવી ગણિતને જે વ્યક્તિને જે વ્યક્તિઓને શરતની આવશ્યકતા હોવાનું પ્રમાણપત્ર આપ્યું હોય તેમણે કામે રોકવાના રહેશે અને આ અંગે સરકારે જે હદ નક્કી કરી હોય તેથી અંછા ન હોય એવા કરે માધી અછિતઓને વેતન ચૂકવવા તે બધાએલા રહેશે. આ ખેડના અમલ પરત્વે કોઈપણ તકરાર ઉપસ્થિત થાય તો તેનો નિર્ણય હવાલાના ઈજનેર કરશે અને તે નિર્ણય કંટ્રાક્ટર માટે અપરિચાલ્ય અને અપનકર્તા રહેશે.

CLAUSE 46 Deleted

CLAUSE 47 The rates to be quoted by the Contractor must be inclusive of all taxes prevailing on due date of bid submission. However any subsequent changes in the tax structure by Government after due date of bid submission will be compensated (±) on availability or submission of actual documentation. Contractor has to intimate Engineer in charge regarding changes occurred in the tax structure after bid submission. If contractor fails to provide such information and if any financial obligation may arise due to change in tax structure, same will be recovered from the contractor.

The contractor shall apply fair means of stock maintenance and shall adopt accounting standards as may be prescribed under GST. For arriving at the difference in procurement prices due to introduction of GST, it will be open for the Government to ask for original invoices, LR, weigh bridge slips, payment details and such other documents as may be required for the purpose. If there is reduction in overall tax burden then proportional benefit of that shall be passed on to the Government. (TNC-10-2017-01-C, Dt. 29-8-2017)

CLAUSE 48 The Contractor should, as far as possible, obtain his requirement of labourers skilled and unskilled, from the nearest Employment Exchange so as to utilise the local employment potential. If there are no local Employment Exchange or such Exchanges are not able to provide the required labour locally, suitable labourers should be utilised to the maximum extent possible.

ખાસ ધ્યાન : કંટ્રાક્ટરે જોઈતા કુશળ અને અનુકૂળ મજૂરો શક્ય હોય ત્યાં સુધી નજીકમાં નજીકની રોજગાર કચેરીઓથી મેળવવા, જેથી સ્થાનિક રોજગાર શક્તિનો ઉપયોગ થઈ શકે. સ્થાનિક રોજગાર કચેરીઓ ન હોય અથવા આવી કચેરીઓ જરૂરી મજૂરો સ્થાનિક રીતે પૂરું પાડી શકે તેમ ન હોય તો યોગ્ય મજૂરોનો અને તેટલા વધુ પ્રમાણમાં ઉપયોગ કરવો.

CLAUSE 49 Fair Wages : If a Contractor fails to pay within '7' (Seven) days to the labourer(s)/worker(s) the minimum wages prescribed by the Government under the Minimum Wages Act, 1948 as in force from time to time, the Engineer-in-charge shall be at liberty to deduct the amount payable to the 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 aforesaid within seven days, then the action contemplated as above shall be taken against him.

ખાસ ધ્યાન : વાજબી વેતન : વખતોવખત અમલમાં હોય તે મુજબ ૧૯૪૮ના લઘુત્તમ વેતન અકિંગિયમ હેઠળ સરકારે નિયત કરેલા લઘુત્તમ વેતન મજૂર (મજૂરી)ને કામદાર (કામદારો)ને સાત દિવસમાં કંટ્રાક્ટ ન ચૂકવે તો હવાલાના ઈજનેરને યોગ્ય તપાસ કરી તેમજ (મજૂર) મજૂરોનો કામદાર (કામદારો)ની હકદારી સ્થાપિત કરીને મજૂર (મજૂરી)ને કામદાર (કામદારો)ને ચૂકવવાપાત્ર રકમ કંટ્રાક્ટરના બિલો અથવા કંટ્રાક્ટરે ચૂકવવાપાત્ર અનામત - અનામતોની રકમમાંથી કાપી લેવાની છૂટ રહેશે.

ઉપર જણાવ્યા મુજબ હેવામાં આવેલા પગલાને કારણે કંટ્રાક્ટરને કોઈ પણ નુકસાન જાય તો તે માટે તેને કોઈપણ ચૂકવણી અથવા વળતર મળવાપાત્ર રહેશે નહિ. ઉપર જણાવ્યા મુજબનું પગલું અમલમાં ચૂકવવામાં આવે તે પહેલાં હવાલાના ઈજનેર તે સમયે અમલમાં હોય તે લઘુત્તમ વેતન અકિંગિયમ અનુસાર વેતન ચૂકવવામાં કંટ્રાક્ટરને હિમત નોટીસ આપશે, કંટ્રાક્ટર ઉપર જણાવ્યા મુજબ સાત દિવસમાં વર્તશે નહિ તો તેની સામે ઉપર વિચાર્યા મુજબનાં પગલાં બરવામાં આવશે.

CLAUSE 50 Deleted

CLAUSE 51 List of Machinery : The contractors shall also give a list of machineries in his possession and which they propose to use on the work.

ખાસ ધ્યાન : યંત્રસામગ્રીની યાદી : કંટ્રાક્ટરે પોતાના કબજામાંની અને કામ માટે ઉપયોગમાં લેવા વિચારેલ યંત્રસામગ્રીની યાદી પણ આપવાની રહેશે.

CLAUSE 52 (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

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

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

બંદ ૫૩ સામાન્ય દરે સ્થાનિક મજૂરો : સામાન્ય દરે મળી શકે તેમ હોય ત્યાં રોજગાર વાંછુ સ્થાનિક મજૂરો અને સ્થાનિક વ્યક્તિઓને ફેરવડે કામે રાખવાની રહેશે.

CLAUSE 54 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 55 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.

બંદ ૫૫ ફેરવડે છેલ્લા ૩ વર્ષની મુદત દરમિયાન ચીતવાની રસી અપાઈ હોવા બાબતનું સ્વીકાર્ય પ્રમાણપત્ર રજૂ કરનાર મજૂરોને જ કામે રાખશે.

CLAUSE 56 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 cullings 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 woman, as the case may be.

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

7. Latrines and Urinals to be accessible : (1) The latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment. (2) (i) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times (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 wise, so also be conveniently

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accessible in or near the latrines and urinals.

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

10. Drainage : The contractor shall make sufficient arrangement for draining away the sewerage water as well as water from the bathing and washing places and shall dispose off this waste water in such a way as not to cause nuisance. The contractor should obtain a permission from the Gujarat Water Pollution Control Board, Gandhinagar if water is to 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 8 km. from the camp.

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

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

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

(b) When, in any labour camp there is an epidemic disease or is threatened with such an outbreak, the authorities in charge of the labour 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 wholesome drinking water.

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16. Canteen Facilities : (1) In every establishment of contract work and wherever 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 employers as the case may be in an efficient manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) the rent for the land and building.

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

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

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

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

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

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

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

CLAUSE 57 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 58 The Contractor shall not show any distinction between Harijan and other class of labourers/workers employed to carry out the Government work.

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CLAUSE 59 Price variation clause : Price variation : For (A) Labour (B) Materials and (C) P.O.L. The amounts payable to the Contractor for the work done shall be adjusted for increase or decrease in the rates of labour/materials excepting those materials supplied by Government as per Schedule-A and P.O.L. as under :

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

$$Vl = 0.75 \times \left\{ \frac{pl}{100} \times R \times \frac{i - io}{io} \right\}$$

Vl = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for labour.
R = The value of work done in rupees during the quarter under consideration, after excluding the value of extra items and after deducting the cost of.

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

(ii) Value of cement, steel and asphalt brought by the contractor valued at star rate plus the increase/decrease for which price adjustment is done under clause 59/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 :

$$Vm = 0.75 \times \left\{ \frac{Pm}{100} \times R \times \frac{i - io}{io} \right\}$$

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

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

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

(ii) Value of cement, asphalt and steel brought by the contractor valued at star rate plus the increase/decrease for which price adjustment is done under clause 59/A below -

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

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

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

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

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

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

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

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

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

(ii) Value of cement, steel and asphalt brought by the contractor valued at star rate plus the increase/decrease for which price adjustment is done under sub-clause 59/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.

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

Conditions for variation except for Cement, Steel and Asphalt :

- (1) No adjustment shall be done for the work done in the first twelve months of the time limit. Adjustment payable/recoverable will be calculated for the remaining work done during the subsequent period.
- (2) The sum total price adjustment for A, B and C will be limited to $(5/6/7) \times \%$ 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 69A (1) 59A (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 are not attributable to the contractor. No claims for price adjustment other than those provided herein shall be entertained.
- (7) This clause will be applicable in respect of works which of the estimated cost put to tender is above Rs. 25.00 lacs and the time limit involved is more than 12 months.

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

Clause 59A Price Variation for Cement, Steel and Asphalt brought by Contractor : The amounts payable to the contractors for the work done involving use of cement, steel and asphalt when these materials are not supplied by the Government as for schedule A shall be adjusted for increase or decrease in the rates of these materials as under :-

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

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

QUANTITY		STAR RATES	
Cement	M.T. Rs.	per M.T.	Month in which
Mild Steel	M.T. Rs.	per M.T.	DTP is approved
TMT/HYSD Bars	M.T. Rs.	per M.T.	
Asphalt 60/70	M.T. Rs.	per M.T.	
Asphalt 80/100	M.T. Rs.	per M.T.	

VG 10 : 16.76 MT

Rs.65602

Month 01/04/2026

VG 40 : 405.82 MT

Rs.71882

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

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

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

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

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

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A = Difference of Amount payable or recoverable

B = Star rate of steel / cement / asphalt.

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

C2 = Price index of cement/steel for the month in which the OTPS are approved published in monthly bulletin of Reserve Bank of India.

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

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

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

Conditions for variation in rates of asphalt only :-

1. The Contractor shall procure asphalt directly from refinery only.
2. The Contractor will not be furnished "F" form for purchase of quantity of asphalt required for this work.
3. The Contractor will have to produce in original all the gate passes issued by the refinery and also the bill in original to the Engineer-in-charge.
4. The number of transport tanker carrying the asphalt shall be furnished by the contractor.
5. The test certificate regarding the grade of asphalt as well as test result of asphalt from GERI Laboratory or other Laboratory approved by R & B Department shall have to be produced.
6. The difference between the actual rate of purchase as per original bill of the refinery produced and the star rate shown above in this clause shall be payable / recoverable for the quantity of asphalt actually used in this work. This difference shall be payable / recoverable for the asphalt consumed in the work executed during original & extended time limit, if time limit is extended for reasons of delay attributable to the department. This difference shall not be payable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor, however in case if price of asphalt is decreased during the extended time limit than difference between the actual rate of purchase and the quoted star rate shall be recovered from the contractor.
- 7(A) The difference will be payable/recoverable for the asphalt procured on and after the date of issue of work order and this price variation will not be subject to any ceiling. In case the contractor has procured the asphalt, before issue of work order either of original purchase rate or the prevailing rate of asphalt at the time of actual consumption in the work, whichever is less, will be considered for calculating the difference payable / recoverable.
- 7(B) Variation in rates of asphalt shall be payable only after cross verification of refinery gate passes of asphalt with the issuing refinery or in case of imported asphalt invoices shall be cross verified with the statutory documents of the authorised dealer and authorised importer.
8. No advance payment or secured Advance will be payable against asphalt.
9. This part of clause for price variation of asphalt will be applicable for works estimated to cost above Rs. 5 Lacs and involving use of asphalt.
10. It is permissible to use asphalt produced by Private Companies like ESSAR etc. and imported asphalt also. If the Contractor opt to use asphalt produced by Private Companies or imported asphalt.
 - a. The contractor can procure asphalt produced by Private company of India or imported asphalt and use in the work.
 - b. The contractor will have to produce in original, the purchase invoice of asphalt.
 - c. All the conditions for variation in rates of asphalt shall be applicable for the imported asphalt (GRI. No. STR/102006/1577/B/H dated 8-12-2008).
 - d. For calculation of variation in the rate of asphalt, the rate prevalent at Indian port at the time of purchase in case of imported asphalt or the rate as per purchase invoice in case of asphalt purchased from Private Indian Company or Ex. refinery Rate of Indian Public Sector undertaking refinery (IOC, HPCL, BPCL) on the date of purchase, whichever is less, shall be considered for working out the difference and for comparison of the Star rate shown above in this Clause. This difference shall be payable / recoverable for the asphalt consumed in the work executed during original & extended time limit if time limit is extended for reasons of delay attributable to the department. This difference shall not be payable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor, however in case if price of asphalt is decreased than difference between the actual rate of purchase and the quoted star rate shall be recovered from the contractor.
11. If the contractor use imported Asphalt, it will be verified that the imported Asphalt to be used is of specified viscosity Grade before permitting to use imported Asphalt. Grade Certificate of Refinery from which Asphalt is imported only must be obtained. Grade Certificate of any other Laboratory / Institution should not be accepted. For testing of imported asphalt, six conditions stipulated in R & B circular No. STR/102006/1577/B/H Dated 22-11-2017 should also be complied with.
(Authority R & B D. GRI 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 16-8-2001 & 28-7-2012, S.T.R. 10-2001-M-34/29/H dated 4-10-05 & 2-2-07 and STR/102006-1577-B/H dated 2-9-08 and dated 8-12-08 of R & B D. No. STR-102006-1577-B/H dated 22-11-2017, STR/10-2016/1/H/ dtd 3-10-16 and R & B circular No. PRC-10-2015-55 (PT-1) C Dated 8-2-2016. R & B circular No. STR/102006/1577/B/H dated 22-11-2017)

CLAUSE 60 FENCING AND LIGHTING : (a) The contractor shall, unless otherwise specified, be responsible for the proper fencing, lighting grading and taking of the necessary safety measures for all works comprised in the contract and for the proper provision of temporary road, 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.

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CLAUSE 61 : 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 62 : 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 judgement of such damage and the Government shall from time to time pay to the contractor the amounts (if any) accepted as justified by the Engineer-in-charge.

CLAUSE 63 : 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 preceeding week.

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

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

(v) Such other report as may be prescribed.

CLAUSE 64 : Treasure Trove : In the event of discovery by the contractor or his employees, during the progress of work of any gold, silver, oil or other minerals of any description and precious stones, treasures, coins, antiquities, relics, fossils or other articles or value of interest whether geological, archaeological or any other such treasure & other things shall be deemed to be the absolute property of the Government and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-charge, from time to time, and relieve the same to such persons as the Engineer-in-charge may appoint.

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

CLAUSE 65 : 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 66 : 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 67 : Setting Out : The contractor shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labour in connection therewith. If, at any time, during the progress of the work, any errors, appear or arise in the position, levels, dimensions or alignments 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.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

The checking of and setting out of any line or level by the Engineer-in-charge or his representative shall not in any way, relieve the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all bench marks, site-nails, pegs and other things used in setting out of the work(s).

CLAUSE 68 Cement Register : A register in the prescribed form showing day-to-day receipt, consumption and balance of cement on site of work will be maintained by the Department, which shall invariably be signed daily by the contractor or his authorised representative in token of its correctness.

CLAUSE 69 (1) Materials, Works Test Register and Core cutting Machine : A register in the prescribed form showing day-to-day receipt, consumption and balance of cement on-site of work by the Department and every entry thereof shall invariably be signed by the Contractor or his authorised representative in token of its correctness.

(2) Contractors registered in special category-1 (Roads) will have to procure and keep available on site two core cutting machines, similarly those registered in special category-2 (Roads) will have to procure and keep available on site one core cutting machine on ownership basis. The thickness of sub base and base layers of road will be tested by taking cores and recording results of layer thickness in paver site register. (R & B.D. Circular No. RGN-80/2006-35-C dated 26-5-06)

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

CLAUSE 70 Progress Schedule : (a) The contractor shall furnish within one month (unless extended by the Engineer-in-charge) of the order to start the work, the progress schedule in quadruplicate indicating the date of starting, the monthly 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 items and the contractor shall supply the same as and when asked for.

(b) The Engineer-in-charge shall have, at all times, the right, without in any way vitiating this contract forming grounds for any claim, to alter the order of the work of any part thereof and the contractor shall after receiving such direction, proceed in the order directed. The contractor shall also revise the progress, schedules accordingly and submit four copies of the revised schedule to the Engineer-in-charge within seven days of the said Engineer's direction to alter the order of works.

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

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

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

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

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

CLAUSE-71 Secured Advance To Contractor:

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

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

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

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

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

(6) જ્યારે સીલોંગ એવાનું આદેશ સરકારી માલ-જામીનમાં કામની સારું ઉપર પટ માલુમ પડે ત્યારે તેનો અહેવાલ કરવાની જવાબદારી ઉજ્જરાની રહેશે. આવી પટની

Signature of the contractor :

કર્તાપાલક રજી :

Signature of the Executive Engineer :

કર્તાપાલક ઉજ્જરાની રજી :

જાણકાર દ્વારા તવાજાના ઇજનેરને તાત્કાલીક કરવાની રહેશે અને જો આવી જાણકાર દ્વારા તવાજાના ઇજનેરને તાત્કાલીક નથી કરવામાં આવે તો કામની સાઈટ ઉપર માલુમ પડેલ પટ કે ચોરીના બનાવમાં ઇજારદાર થોતે પણ પણ કાર છે તેમ બહી તેની સામે પગલાં લેવામાં આવશે. ઉપરાંત કામ ઉપરના તાત્કાલીક કરવાની સાઈટ ઉપરથી ઉપરી ન જાય તે જોવાનું રહેશે તેમની જાણ બદલ જો આ માલસામાન ઉપરી જાય તો તેના બનાવ બન્ને પણ દિવસમાં રીપોર્ટ કરવામાં નિષ્ફળ જશે તો તેઓ સામે પણ જવાબદારી નક્કી કરવા પડવા લેવામાં આવશે (મા. મ. વિ. નો ક્રમાંક ૧૦૮૦-૧૩(૫), તા. ૨૪-૧૦-૮૦)

(૭) જ્યારે કોન્ટ્રાક્ટર તારણવાળી પેઠાની લેવા ઇચ્છતો હોય ત્યારે તેને અરજી કરી નમુના-૩૧ માં ગીરોખત કરવાનો રહેશે. આ અરજી જોડે માલસામાનની ખરીદીનું મિશ્ર અથવા ઇન્વોઈસ/લીવીવરી થયેલ અરજી સાથે રજૂ કરવાનું રહેશે. આમાં ગીરોખતથી સરકારને તારણવાળા માલસામાન ઉપર 'લીઅન' પ્રાપ્ત થશે અને કોન્ટ્રાક્ટર કામ ખોરબો પાડે, માલસામાનમાં ઘટ, દુરુપયોગ કે ચોરીદારી તથા સત્તામતીની વ્યવસ્થાના અભાવે ખોટ કે અર્થ થાય તે સામે સરકારને રક્ષણ મળશે.

(૮) રૂપિયા ૫૦,૦૦૦ થી વધુ રકમનું સિક્કોર્ડ એડવાન્સ આપવાનું હોય ત્યારે આમાં માલસામાનની પૂરેપૂરી ગણતરી કાર્યપાલક ઇજનેરનીએ કરવાની રહેશે. (F. & B. D. G. H. No. P.W.M. - 1090-40-13(5)-C, dated 24-4-92.)

(૯) સિક્કોર્ડ એડવાન્સની રકમ જેટલી બેંક નેરેટી ઇજારદારે રજૂ કર્યા બાદ જ સિક્કોર્ડ એડવાન્સ ગ્રહણમાં આવશે. (મા.મ.વિ.નો તારીખ ૪-૧૦-૮૦નો ક્રમાંક ૧૦૮૦/૧૩(૫)-સ)

CLAUSE 72 : Advance Payment : Advance payment for the work done, but not measured, may be made upto 80% of the approximate value of the work done as shown in the progress reports of approximate measurement Sheets with location furnished by the sub-Divisional Officer subject to the following conditions :-

(1) That in the case of advance payment on the item of earth-work payment should be made on the basis of detailed measurements except during the monsoon period (June to September).

(2) That the detailed measurements should be recorded within the month from the date of payment of the bill incorporating the advance payment. However in the case of sectional measurements of earth work, detailed measurement should be recorded within three months instead of one month stipulated above.

(3) If, on recording of the detailed measurements, it is found that the advance payment was made for more amount than the value of work now measured, excess payment shall be refunded forthwith by the contractor on demand, if it cannot be adjusted from the bill in which the item/s on which advance payment was given are recorded by measurements.

CLAUSE-73 : Advance Against Machineries :

1. Secured advance on plants and machineries brought to the site of work is admissible for the contracts estimated to cost more than Rs. Ten Lacs.

2. Simple interest in such advances granted to contractor against plants and machineries brought to work sites be charged at the rate of % per annum.

3. The recovery of the advance shall be effected from the second month from the month in which advance is given and full recovery will be completed by the time seventy five percent of scheduled time is completed.

4. Such advance will be limited to 5 percent of the estimated amount put to tender.

5. The advance will be granted for the plant and machinery actually brought to the site of work.

6. The machinery and equipment on which the advance is granted shall be of full undisputed ownership of the contractor, and they shall be hypothecated to Government and also comprehensively insured till the advance granted is fully recovered. The hypothecation deed shall be executed separately before the advance is actually given.

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

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

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

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

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

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

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

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

CLAUSE 74 : Mobilisation Advance : 1. Mobilisation advance to the extent of 5% of the estimated cost may be granted at the commencement of the work after the contractor has set up camp on site has brought machineries, equipment and centering etc., for well-sinking and has completed the work of service road, water-supply and lighting arrangements on the site of works which are estimated to cost over Rs. 40 lacs.

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

3. The recovery of advance shall commence from the sixth month from the month in which the advance is paid, and full recovery of advance and interest shall be completed by the end of month from the date of issue of work order, in other words,

Signature of the contractor :

કોન્ટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

G&S

the recovery of advance and interest will spread over a span of months or less as above in equal instalments.
4. A bank guarantee from a scheduled commercial bank shall have to be produced for the amount of advance applied for. The bank guarantee can be scaled down to the extent of recovery of advance.

5. mobilisation advance will be treated as interest bearing refundable loan for the purpose. The responsibility of the Contractor for the refund of Mobilisation Advance is absolute and not dependent upon the completion of the work. The contractor will have to refund the advance with accrued interest irrespective of the fact whether the contract is breached by either party or abandoned or finalised prematurely. (Govt R&B Dept. Reso. No. TCF-1302/(8)J dated 22-4-1985)

CLAUSE 75 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 Executive Engineer before the work is started.

CLAUSE 76.1 The contractors registered in special categories of Roads, Bridges and Buildings are required to equip their companies by establishing test laboratories as under:

- Roads :** Special Category - 1 : Three field laboratories with all road material testing and asphalt testing.
Special Category - 2 : Two field laboratories with road material testing and asphalt testing.
Special Category - 3 : One field laboratory with all road material testing and asphalt testing.

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

- | | | |
|--------------------------------------|------------------------------------------|-------------------------------------------|
| 1. Penetration test as per I.S. 1203 | 2. Softening point test as per I.S. 1204 | 5. Specific gravity test as per I.S. 1202 |
| 3. Ductility test as per I.S. 1208 | 4. Viscosity test as per I.S. 1206 | |

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 the specifications and as referred in R. & B. D. G.R. No. SSR-1099-IB/91(9)-c dated 26-7-99.

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

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

Works other than Roads, Bridges and Buildings :

In respect of works other than Roads, Bridges and Buildings the contractor will have to establish site laboratory equipped with instruments and facilities for testing of all materials and workmanship of items to be executed under this contract. This will include facilities of testing of (A) Aggregates (B) Murrum - Soil (C) Sand (D) Bricks (E) Concrete including non destructive tests like ultrasonic test (F) Bituminous mix if these are relevant items to be executed (Para-1 of R & B Circular 124-10-2003-2C-સતરીખ 18-2-2003)

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

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

76.4 80% of site tests will not be carried out at one-time but will be related to the progress of work and consumption of materials.

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

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

76.7 One percentage of estimated cost of work put to tender for this work after deducting the cost of materials as per schedule A valued at basic rates in the sanctioned estimate will be deducted from the Running Account Bills of contractors for testing of materials and workmanship. (G.R. B&C No. TNC-1085(4)-C dated 10-5-85 read with R & B Circular No. 24-10-1985/2014/સતરીખ 2-12-2014)

CLAUSE-77 Deduction of GST from bills : The following Tax deductions shall be made from each bill payable to the contractor (1) 1% of the value of amount payable towards SGST. (2) 1% of the value of amount payable towards CGST. TDS Certificate for taxes deducted will be issued to the contractor. (F.D.G.R. No. GST/1017/1097/GST Cell dated 15-9-18)

ખંડ ૭૮ ચૂકવણીની બીલમાંથી ઘટેલ કામની કિંમતનાં એક ટકા હેમે "બીલીંગ એન્ડ અધર કન્સ્ટ્રક્શન વર્કસ વેલ્ફેર સેસ એક્ટ" અને તે હેઠળ ધરાયેલ ચૂકવણીનાં ૧૯૯૮નાં નિયમોનાં નિયમ પની જોગવાઈ મુજબ ટેકા સેસ નો કાળો વસુલ કરવામાં આવશે. (શ્રમ અને રોજગાર વિભાગની તારીખ ૩૧-૧-૦૫ની અધિચુના ક્રમાંક જી.એચ.આર./ ૨૦૦૫/૦૪/દી. ૩૭૯૫.એ./૨૦૦૪/૮૪૧/ મ-૩ અને તે વિભાગનો તારીખ ૯-૧૨-૦૫નો ઠરાવ ક્રમાંક સી. ૩૭૯૫.એ./૨૦૦૪/૧૮૩૧/મ-૩) તથા મા.મ. વિભાગની તા. ૨-૧૨-૦૬ના પરિપત્ર ક્રમાંક એસ.એસ.આર.-૧૦૨૦૦૪-આઈ.બી.-૪૧(૨૪)સ.

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

બંધ ૭૮: કામની સાર્વજનિક કૌશલ જનતાની જાણ માટે ઉજારદારની નીચે મુજબના અવધાનવાળા બોલ તેના અર્થે લગાવશે.

- | | |
|------------------------------------|-------------------------------|
| ૧. કામનું નામ (કામનો પ્રકાર) : | ૨. સુપરવાઈઝરી સ્ટાફ નાં નામ : |
| ૩. વિભાગનું નામ અને સરનામું : | ૪. કામ શરૂ કરવાની તારીખ : |
| ૫. પેટા વિભાગનું નામ અને સરનામું : | ૬. કામ પૂરું કરવાની તારીખ : |
| ૭. ટેન્ડરની રકમ : | ૮. કરવાનાં કામની ટુંકી વિગત : |
| ૯. ઉજારદારશ્રીનું નામ : | |

સ્વચ્છતા કામો :

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|--------------------------------------------------|------------------------------------------|
| - માટી કામની જાડાઈ _____ સે.મી. | - મેટલના પ્રથમ સ્તરની જાડાઈ _____ સે.મી. |
| - કામરની સાપાટીનું કામ _____ સે.મી. | - મેટલના બીજા સ્તરની જાડાઈ _____ સે.મી. |
| (_____ કાચી, _____ ચીટ અને _____ કામર બાપરવાનો) | |
| - કામરની સીલીંગ અરફેસનું કામ _____ સે.મી. | |
| (_____ કાચી, _____ ચીટ અને _____ કામર ભાપરવાનો) | |

પુલની કામો :

- | | |
|---------------------------------------------------------------------------|--------------------------------------------------------------------|
| - પુલનાં _____ બંધાઈના _____ માળા | - પુલનાં પાયાના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કાચી, રેતી) |
| - પુલનાં ઘોબલા/ઓબરમેન્ટના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કાચી, રેતી) | - સુપર સ્ટ્રક્ચરના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કાચી, રેતી) |
| - અન્ય વિશેષ જોગવાઈ. | |

મકાનના કામો :

- | | |
|--------------------------------------------------------------|-------------------------------------------------------------------|
| - પાયાના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કાચી, રેતી) | - ઈંટીના વજાતરમાં સીમેન્ટ/રેતીનું પ્રમાણ _____ (સીમેન્ટ, રેતી) |
| - ભોમતળિયાના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કાચી, રેતી) | - ભોમતળિયે _____ સે.મી. જાડાઈની _____ સે.મી. સારીઝની મોઝેક ટાઈલ્સ |
| - બારી બારણા - સાચી લાકડાના સ્ટીલ કેમ્બ અન્ય. | |

આર.સી.સી. કામો :

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

૧. આ કામના વિગતવાર સ્પેસીફિકેશન નામના કાર્યપાલક ઈજનેરશ્રી _____ પેટા વિભાગ _____ ની કચેરીમાં ઓફિસના સમય દરમિયાન કોઈપણ સમયે જોઈ શકાશે. આ કામની માલિકી જાહેર જનતાની છે અને કામમાં કોઈ ભૂલ કે અનિયમિતતા જણાય તો તે બાબતમાં નીચેના કોઈપણ અધિકારીનો સંપર્ક કરવા તથા તેમનું ધ્યાન દોરવા વિનંતી છે.

(૧) નામના કાર્યપાલક ઈજનેરશ્રીની કચેરી _____ (૨) કાર્યપાલક ઈજનેરશ્રીની કચેરી _____ (૩) અધિકાર ઈજનેરશ્રીની કચેરી _____

૨. મકાન જેવા સીમિત ભાગમાં માટે એક બોર્ડ મુકવું જરૂરી છે. જેવા રસ્તા, પુલમાં, પાણીની પાર્કિંગ લાઈન, બટર લાઈન, કેનાલ વિગેરે કામમાં બંધાઈનો વ્યાપ વધુ હોય ત્યારે આવા કામમાં એક કરતાં વધુ બોર્ડ (જનતાની અવજાવર વધુ હોય ત્યાં તેમજ બંને છેડા ઉપર અને વચ્ચે) ટાંકીક સલામતીને ધ્યાને રાખી બોર્ડ મુકવાના રહેશે.

ઉજારદારશ્રી નિયત સ્વર્ણ બોર્ડ લગાવીને કોટીગ્રાફ સહિતનો અહેવાલ આ કામ સંબંધિત નામના કાર્યપાલક ઈજનેરશ્રીને કાર્યપાલક ઈજનેરશ્રીની જાણ હેઠળ વર્કઓર્ડર ઉપર કયાની તારીખથી એક મહિનામાં કરશે. જો તેમ કરવામાં વિલંબ થાય તો વિલંબિત સમયમાં મુકવાના રતીના બીલમાંથી ટેન્ડરની રકમના ૦.૨૫% થી ૧% જેટલી રકમ રોકવામાં આવશે. (મા.મ.વિ.ના.તા. ૨૭-૪-૭૮ના અધિવેશન તથા તા. ૨૭-૧૧-૮૦, ૧૮-૧૧-૮૧, ૨૨-૭-૮૮ તથા તા. ૫-૩-૨૦૧૧ના ઠરાવ ક્રમાંક ટીએનસી-૧૦૮૦-૨૪-સ, અધારીના)

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

ANNEXURE - 1

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

To

The Executive Engineer

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) (Resl).	Telephone No.(s)	Full address of income tax Office ward where Income Tax return is filed
1	2	3	4	5	6	7

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

Dated Signature of Tenderer

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

ANNEXURE-2 : ટેન્ડર આઉટગોના બાબો ભરતી વખતે ગણતરીમાં લેવાયેલ મજૂરી તથા સ્પેસીફિકેશનમાં જણાવ્યા મુજબ માલસામાન અંગેના કામના સ્થળના પડતર બાબો (કર) બગેની વિગત. (જો વિગત ૩૦ સાબ કરતા ઉપરનાં કામમાં ભરી ૨૪ કલાક કરવામાં છે.)

(મ) મજૂરીના દૈનિક દર

(૧) કડીયા, સુવાસતલમ્બર સ્કીડ કારીગરના દર

રૂ.

(૨) બોંબી, તંત્રાર વગેરે સંમી સ્કીડ કારીગરના દર

રૂ.

(૩) મજૂરી (રતી પુરૂષ) અનસ્કીડ મજૂરોનો દર

રૂ.

(૧) સહાનુ

અ.નં.	ટેન્ડર આઉટગોના બાબ	માલસામાનની વિગત	પુનિટ	દર
૧.		કોટ	૧,૦૦૦ નંગ	રૂ.
૨.		પાવર અવગરનાં	૫ મી.	રૂ.
		ખાસ લીડ		
		કપથી	૧૨ મી.મી.થી	
			૨૦ મી.મી.	
૪.		ખાસ	૫ મી.	રૂ.
		કોટ	કી.મી.	રૂ.
		રેતી પ્રાપ્તિ સ્થાન	લીડ કી.મી.	
૫.		લાકડું સાન્ની-કર સારું		
		(સરેરાશ ઘાટી માટે)		
		(અ) ખાસ	ચો.મી.	રૂ.
		(બ) પાટલો	ચો.મી.	રૂ.
૬.		કુલારીયા કારીગર	ચો.મી.	રૂ.
૭.		બોંબીસ કોટ સ્કોન જાડાઈ મી.મી.	ચો.મી.	રૂ.
૮.		મેલ્વેનાઈઝ પાઉચ		
		(અ) ૨૫ મી.મી.	૬૨ મી.	રૂ.
		(બ) ૧ મી.મી.	૬૨ મી.	રૂ.

(૨) (રસ્તાઓ) કામના સ્થળ ઉપરના બાબ

અ.નં.	ટેન્ડર અ.નં.	માલસામાનની વિગત	ખાસ પ્રાપ્તિ સ્થાનનું નામ (સરેરાશ)	લીડ કી.મી.	પુનિટ	દર રૂ.
૧.		મુરમ			૫. મી.	
૨.		લાઈ મુરમ			૫. મી.	
૩.		રેતી			૫. મી.	
૪.		મેટલ			૫. મી.	
૫.		કપથી			૫. મી.	
		૧૨ મી.મી. થી ૨૦ મી.મી.			૫. મી.	
૬.		પાવર પ્રીવિંગ માર્ક			૫. મી.	

(૩) કોટમીલના કામો માટે કામના સ્થળ ઉપરના પડતરના બાબ

અ.નં.	ટેન્ડર અ.નં.	વિગત	પુનિટ	દર	સીમાકક્ષ
૧.		કપથી	૫. મી.		ખાસ
૨.		કોટ	૫. મી.		ખાસ
૩.		બલ્ક આસ્કાલ્ટ	મે. ટન		
૪.		કામર કામની મજૂરી	મે. ટન		

(૪) પુરોગા કામો : કામના સ્થળ ઉપરના બાબ

અ.નં.	ટેન્ડર અ.નં.	માલસામાનની વિગત	ખાસ પ્રાપ્તિ સ્થાન	લીડ કી.મી. (સરેરાશ) પુનિટ	પુનિટ	દર રૂ.
		મશીન કરડ મેટલ			૫. મી.	
		કપથી			૫. મી.	
		કોટ			૫. મી.	
		રેતી			૫. મી.	
		ખાસ : ટેન્સાઈલકાવર			મે. ટન	

અકરાર પત્ર

ઉપરોક્ત પરિશિષ્ટોમાં આપેલ દર ટેન્ડરમાં ભરેલ બાબોની ચકાસણી અને કોઈ ને ખાતાને બંધનકર્તા રહેશે નહીં તેમજ તેના દરારેલ ખાસ મથકથી 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 નહીં.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાંપાલક ઈજનેરની સહી :

ANNEXURE - 3**PERFORMANCE BOND**

(see clause No. 1)

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

Principal (Contractor)

Surety (Scheduled or Nationalised Bank)

Sum of bond (express in words and figures)

Contract No. and date of contract

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

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

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

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

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

In the presence of witness

Individual

Principal

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

by affix Corporate Seal

Attested

Corporate surety

Business address

Affix by corporate Seal

Title

For and on behalf of the Employer

Signature of the contractor :

કર્તાકારની સહી :

Signature of the Executive Engineer :

અધ્યાપક ઈજનેરની સહી :

ANNEXURE-4 LIST OF WORKS ALREADY COMPLETED BY THE TENDERER

ઉજારદારે પૂરા કરેલ કામોની યાદી

Sr. No.	Name of work	Place	Cost on completion	Time taken in months to complete the work	Remarks
ક્રમિક નંબર	કામનું નામ	સ્થળ	પૂર્ણ થવાનું અંતિમ ખર્ચ	કામ પૂરું કરવા માટે લીધેલ સમય (મહિના)	ટિપ્પણી
1	2(a)	2(b)	3	4	5

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

નોંધ : સંબંધિત અધિકારીનું જરૂરી પ્રમાણપત્ર ટેન્ડર સાથે રાખવું.

Signature of Tenderer with Date/ ઉજારદારની તારીખ સાથેની સહી

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

ઉજારદાર પાસે સારી અને ચાલુ હાલતમાં હોય તેવાં યંત્રો અને ઓજારોની યાદી

Sr No.	Plant or Machinery	Location	Age of Machinery	Make	Capacity	Approximate Value	Remark
ક્રમિક નંબર	ઓજારો અથવા યંત્રો	સ્થળ	મશીનરી કેટલા વર્ષની છે	બ્રાન્ડ	કેપેસિટી	અંદાજિત કિંમત	ટિપ્પણી
1	2(a)	2(b)	3	4	5	6	7

Signature of Tenderer with Date/ ઉજારદારની તારીખ સાથેની સહી

ANNEXURE-6 DECLARATION REGARDING WORKS ON HAND WITH TENDERER

ઉજારદારના હાથ પર હોય તેવા કામોની વિગત

Sr. No.	Name of work	Place	Estimated Cost	Date of issue of work order	Stipulated period of completion	Amount of work done on date of filling tender	Brief details of delay if any	Remarks
ક્રમિક નંબર	કામનું નામ	સ્થળ	અંદાજિત કિંમત	કામ હેતુ કરવાના હુકમની તારીખ	કરેવાની નિશ્ચિત મુદત	ટેન્ડર ભરતી તારીખ સુધી કરેલ કામનું મૂલ્ય	ડીલે ઓડી કરેલ હોય તો તેના કારણો	ટિપ્પણી
1	2(a)	2(b)	3	4	5	6	7	8

Signature of Tenderer with Date / ઉજારદારની તારીખ સાથેની સહી

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

નોંધ : આશન 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.

ANNEXURE 7: Special Conditions of Contract

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

Special Condition No-2 : If the item Specifications provide for mixing wetmix Macadam at plant site, the three Registers prescribed to be maintained for Asphalt items on the basis of Hot-Mix Plant as per P.W.D. Circular No. સુનિવ/જનરલ/ ૮૮/૯ તા. ૭/૮/૧૯૮૦ shall be maintained in which the detail of Gate Pass, Weight etc. shall be recorded however mixing on site will not be permitted and no payment will be made for mixing on site. The payment for such item will not be made on the basis of weight of wetmix as per Gate Pass but will be made on the basis of thickness of layer achieved after density test of volumetric quantity, as provided in the specifications of such item. (R&B circular No. ૧૬૫-૧૦૨૦૧૪-૧૨-સી.તા. ૪/૧૧/૨૦૧૪)

Signature of the contractor :

કર્તાકર્તાની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઉજારદારની સહી :

SCHEDULE 'A' અનુસૂચિ 'ક'

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

જે કામ હાથ પરવા માટે કંટ્રાક્ટ કરામો હોય તે કામમાં અધિકાર વિભાગના સ્ટોરમાંથી પૂરી પાડવાની માલસામાન (આશરે) અને તે અંગે વસુલ લેવાના દર કરાવતી અનુસૂચિ

Particulars	Approximate quantity	Rate at which the materials will be charged to the Contractor		Place of delivery
વિગત	અંદાજીત ક્તિયા	કંટ્રાક્ટર પાસેથી માલસામાન માટે લેવાનો વાતો દર		વિલિવરોનું સ્થળ
1	2	3	4	5
		Unit એકમ	Rate in Rupees ભાવ રૂપિયામાં	

નોંધ - ૧ : આ કામમાં વાપરવા સીમેન્ટ અથવા સ્ટીલ તથા કોઈપણ કામમાં માલસામાન કામમાં વિભાગ તરફથી પૂરી પાડવામાં આવશે નહીં. (મા.મ.વિ. કસ્ટલ ક્રમાંક ટીએનસી-૧૦૮૮-IB-૨૨૦-૧૮-સ. તા. ૩૧-૩-૮૫) પરંતુ નર્મદા, જળસંપત્તિ અને પાણી પુરવઠા વિભાગ દ્વારા કામમાં વાપરવા જરૂરી સ્ટીલ વિભાગ દ્વારા પુરુ પાડવાની જોગવાઈ તા. ૨૩-૬-૮૭નાં વિભાગના કસ્ટલ ક્રમાંક એસ.ટી.એલ/૧૦૮/કે/૫૮/આઇ (સ) દ્વારા માલુમ રાખવામાં આવે છે. આ અંગે સંસ્કૃત-લેખ જે જોગવાઈ કરવામાં આવે તે આધારી ગણાશે.

નોંધ - ૨ : સીમેન્ટ : જ્યારે સીમેન્ટ ઈજરદાર દ્વારા કામમાં વાપરવા લાવવામાં આવે ત્યારે આનો સીમેન્ટ ઈજરદાર આઈ.એસ. પ્રમાણપત્રવાળા તથા મુળ ઉત્પાદક કંપનીમાંથી સીધો રીટેલ મેળવવામાં રહે છે. અને તેની ખરાઈ માટે તેના મુકવણના બીલો કા.ઈ.શ્રીને રજૂ કરવાનાં રહેશે. આનો સીમેન્ટ કંપનીના અધિકૃત વિકેતા પાસેથી ખરીદી શકાય નહીં, પરંતુ ભાવ વખતારના સ્ટાર રેઈટ મુજબ મુકવણ કરવા અંગેની વલતરીમાં લેવાના દરમેન્ટનાં ભાવો અધિકૃત વિકેતા પાસેથી મેળવી શકાય; પરંતુ અધિકૃત વિકેતા પાસેથી ખરીદ કરી શકાય નહીં. (તા. ૬-૪-૮૮નો મામલો પરિપત્રક ટીએનસી / ૧૦૮૮-આઈબી / (૧૮) સ)

નોંધ - ૩ કોમ્પેક્ટ : જ્યારે કોમ્પેક્ટ ઈજરદાર દ્વારા લાવવામાં આવે ત્યારે તે અંગેનું બીલ અસલમાં કા.ઈ.ને રજૂ કરવાનું રહેશે. અને આના સ્ટીલનું ચેરી લેબોરેટરી કે ઈજનેરી કોલેજ કે પોલીટેકનીમાં ટેસ્ટીંગ કરાવ્યા બાદ જ સ્ટીલ કામમાં વાપરવા દેવામાં આવશે.

નોંધ - ૪ ગ્રામર : જ્યારે કામમાં વાપરવા ગ્રામર ઈજરદાર દ્વારા લાવવાનો હોય ત્યારે તે ગ્રામર ઈજરદારે ઓઈલ રીફાઈનરીમાંથી વેચા ભરી ત્યાંથી જ રીપો ખરીદવાનો રહેશે. આ અંગે ઈજરદારે પુરી કરવાની ચરતો નીચે મુજબ રહેશે. (૧) ઈજરદાર ગ્રામર કાંથી લાવ્યા તે અંગેનું બીલ અસલમાં કા.ઈ.ને રજૂ કરવાનું રહેશે. (૨) રીફાઈનરીનાં ગેટવાલ પછ બીલ સાથે સામેલ કરવાનાં રહેશે. (૩) ગ્રામર જે કેન્કરમાં લાવવામાં આવે કે કેન્કરનો લાભ મળત બતાવવાનો રહેશે. (૪) ગ્રામર ઉપર ઈજરદારશ્રીને એડવાન્સ પેમેન્ટ અથવા ચિક્ષોઈ એડવાન્સ મળી શકશે નહિ. (૫) ઈજરદારે રજૂ કરેલ અસલ બીલમાં ગ્રામરનો પ્રેટ (લોલોટીટી અંગે) કલેબ લેવો જોઈએ. આ અંગે ઈજરદારે ગ્રામરના એડ અંગેનું ટેસ્ટ રીપોર્ટ/એડ અંગેનું પ્રમાણપત્ર રજૂ કરવાનું રહેશે. (૬) ઈજરદારે ગ્રામરની આવક / વપરાશ / મલત અંગેનું રજીસ્ટર પાલન / સાર્ટ ઉપર નિભાવવાનું રહેશે. (મા.મ.વિ. પરિપત્ર ક્રમાંક એસ.ટી.આર - ૧૦૮૮ - ૮૨ - સ, તારીખ ૨૭-૧૧-૮૭ અને ૨૧-૧૧-૮૮)

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

નોંધ - ૫ : ટેન્ડર રજૂ કરનાર બ્યક્તિ કે પેટીએ ટેન્ડર રજૂ કરતા પહેલાં તેને આપવામાં આવતા ડોર્મમાં લવાલાના ઈજનેરે ઉપરની અનુસૂચિમાં દર ભરી આપ્યા હોય તેની ખાતરી લેવી.

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

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

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

SCHEDULE 'B' અનુસૂચિ 'બ'

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

Items No. બાબત નંબર	Quantities estimated but may be more or less. અંદાજેત કલ્કુલ થઈ શકે તેવી જોડાણો	Item of work કામની બાબત	Tendered Rates દર્શાવેલ દરો		Unit એકમ	Total amount according to estimated quantities અંદાજેત જોડાણ અનુસાર કુલ રકમ
			In figures અંકમાં Rs. Pgs. રૂ. પૈ.	In words શબ્દમાં		
1	2	3	4	5	6	7
As per sepearte sheet attached						

- (A) Total Tendered Amount Rs.
- (B) Rebate on above tendered amount (if any)% (in figure) Rs.
(..... in words)
- (C) Net tendered amount (A - B) Rs.
In words (Rupees)

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

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

Note 2 - Rates quoted include clearance of site (prior commencement of work and at its close) in all respects and hold good for work under all conditions, site, moisture, weather etc.

નોંધ : ૨- ટાંકેલા દરમાં, સ્થળની (કામના આરંભે અને પુરું થાય તે વખતે) દરેક રીતે સાફસૂકી કરવાનો સમાવેશ થાય છે, અને તે દર તમામ પરિસ્થિતિ, સ્થળ, ભેજ, હવામાન વગેરે હેઠળ કામ માટે અમલમાં રહેશે.

Signature of the contractor :
કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :
કાર્યપાલક ઈજનેરની સહી :

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

(૧-૧૦-૨૦૨૦ સુધીના સુધારા સાથે)

SCHEDULE - C

(See clause No. 2)

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

Time Schedule of Completion

Percentage of time of the total time limit	Percentage of work	Rate of liquidated damages per day.
1	2	3
Earth work		
25 %	16 %	0.1 %
50%	50%	0.1%
75%	75%	0.1%
100%	100%	0.1%
Buildings work		
25%	10%	0.1%
50%	40%	0.1%
75%	60%	0.1%
100%	100%	0.1%
Road work		
25%	25%	0.1%
50%	50%	0.1%
75%	75%	0.1%
100%	100%	0.1%
Bridge work		
25%	10%	0.1%
50%	40%	0.1%
75%	80%	0.1%
100%	100%	0.1%

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

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇન્જિનેરની સહી :