

**ROAD AND BUILDING DIVISION
DISTRICT PANCHAYAT
BOTAD**

TENDER PAPER

**MUKHYA MANTRI GRAM SADAK YOJANA
NORMAL – NEW ROAD CONSTRUCTION
(YEAR : 2022-2023)**

Name of work :- Construction of Khas Village to Military Road (NP) Km. 0/000 to 3/320
(Sec. Km.0/820 to 3/320) Ta. Ranpur Dist. Botad (Remaining Work))

Tender Cost. Rs. 75,09,439.99

Sr No.	Name of Road	Length in Kilometers.	Amount Put to Tender
1	Construction of Khas Village to Military Road (NP) Km. 0/000 to 3/320 (Sec. Km.0/820 to 3/320) Ta. Ranpur Dist. Botad	2.50	75,09,439.99
	Total	2.50	75,09,439.99

**Superintending Engineer
Panchayat R&B Circle No.2
Rajkot**

**ROAD AND BUILDING DEPARTMENT
GOVERNMENT OF GUJARAT**

GUJARAT STATE ROADS & BUILDING DEPARTMENT/WATER
RESOURCES DEPARTMENT

ગજરાત રાજ્ય માર્ગ અને મકાન વિભાગ

PERCENTAGE RATE TENDER AND CONTRACT FOR
WORKS

કામો માટેનું ટકાવારી દરવાણું ટેન્ડર અને કોન્ટ્રાક્ટ

Name of Work-
કામનું નામ

Construction of Khas Village to Military Road (NP) Km. 0/000 to 3/320
(Sec. Km.0/820 to 3/320) Ta. Ranpur Dist. Botad (Remaining Work))

Division-વિભાગ

Panchayat Road and Building Division- Botad

ટેન્ડર આપ્યા તારીખ

ટેન્ડર સ્વીકારવાની છેલ્લી તારીખ

સમય : કચેરીના કામકાજના

18.00 P.M.

Issued To.- શ્રી

OPENED BY

ON DATE

Deputy Executive Engineer
Panchayat R&B Sub Division
Botad

Divisional Accountant
Panchayat R&B Division
Botad

Executive Engineer
Panchayat R&B Division
Botad

ROADS & BUILDINGS/ WATER RESOURCES DEPARTMENT

MEMORANDUM OF WORKS IN BRIEF

- | | | | |
|-------|--|-----|--|
| 1 | Estimated Cost | Rs. | 75,09,439.99 |
| 2 | Earnest Money: | Rs. | 75100.00 |
| 3 | Validity period of tender offered | :- | 120 days from the date of opening of online tender in case of single cover system & shall be counted from the date of opening technical bid in case of two cover system tenders. |
| 4 | Security Deposit - | :- | |
| (i) | In the form of small Savings or Narmada Bonds (of minimum one year time limit) -- 2.5% | Rs. | 187750.00 |
| (ii) | To be deducted from bills -- 2.5% | Rs. | 187750.00 |
| (iii) | Performance bond of Schedule bank 5% | Rs. | 375500.00 |
| (iv) | Total 10% | Rs. | 751000.00 |
| 5 | Time allowed for competition of the work from the date of written order to commence the work | :- | 5 Months. |
| 6 | Other Details | :- | |
| (i) | Mode of quoting rates in Schedule of items to be carried out | :- | In figures as well as in words. (Premium/Rebate/At Par) |
| (ii) | Tender Inviting Authority | :- | Executive Engineer, Panchayat (R&B) Division Botad |
| (iii) | Tender Opening Authority | :- | Superintending Engineer, Panchayat (R&B) Circle-2, Rajkot |

Deputy Executive Engineer
Panchayat R&B Sub Division.
Botad

Divisional Accountant
Panchayat R&B Division
Botad

Executive Engineer
Panchayat (R&B) Division
Botad

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DETAILS OF E-TENDER NOTICE

Tender Notice No.		-2025-26 of Botad
Name of Project.		MMGSY 2022-23 (New Construction)
Name of work :- Construction of Khas Village to Military Road (NP) Km. 0/000 to 3/320 (Sec. Km.0/820 to 3/320) Ta. Ranpur Dist. Botad (Remaining Work))		
Estimated Cost.	Rs.	75,09,439.99
Period for completion		5 Months.
Eligibility of Contractor.		"B " Class and above with Special Category-III (Road)
Tender currency		Indian Rupee (INR)
Joint virtue		Non Applicable
Rebate		applicable
Documents fee (Tender fee)	Rs.	Rs. 2400/-
Bid Processing Fee payable to		In form of DD/Pay sleep/Banker cheque payable to Executive Engineer Panchayat R&B Division Botad
Bid security (EMD)	Rs.	75100.00
Bid security favour on.		Executive Engineer Panchayat R&B Division Botad
Bid Document dwonlaoading		Upto date __/06/2026 18.00 hrs.
Prebid meeting		-
Last date and time for receipt		date __/06/2026 18.00 hrs.
Bid Opening date.		Dt. __/06/2026 12: 00 hrs.
Bid validity		120 days
Remarks		"FDR for E.M.D and DD/Cheque/Pay sleep for Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. and tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. and tender fee is received electronically. However for the purpose of realization bidder shall send the DD/cheque/pay sleep in original reach to S.E at the time of tender opening and send the same through R.P.A.D. so as to Executive Engineer, Panchayat R&B Division- Botad, within 7 days from the last date of tender opening. Penaltative action for not submitting DD/cheque/pay sleep in original to E.E. by bidder shall be initiated. FDR for Exemption certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online. Any documents in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc) and hard copy will not be accepted separately."
Office Inviting bid.		Executive Engineer Panchayat R&B Division Botad
Bid Opening authority.		Superintending Engineer, Panchayat R&B Circle No.2 Rajkot.
Address		Mangrole House, Rajkot
Contact details.		

Deputy Executive Engineer
Panchayat R&B Sub Division
Botad

Executive Engineer
Panchayat R&B Division
Botad

FORM B-1/ફોર્મ બ-૧

CONTRACT FOR WORKS

ROADS AND BUILDING/WATER RESOURCES DEPARTMENT

CIRCLE સર્કલ Panchayat Road and Building Circle No.2. Rajkot

DIVISION- ડિવિઝન Panchayat Road and Building Division- Botad

ADDITIONAL INSTRUCTIONS TO PERSONS TENDERING : ટેન્ડર ભરનારને વધારાની સૂચનાઓ

1.0 Mode of Submitting Tender :

The tenders shall be submitted in Electronic format only on online Web-site www.nprocure.com till the date & time shown in Page No.2

Offers in Physical form will not be accepted in any case.

Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class-III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India as mentioned under :

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

2.0 Competency of Tenderer :

No contract will be awarded except to responsible bidders capable of performing the class of work completed. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within the time stipulated. Tender may be required to furnish the tender inviting authority with the statements as to their experience and their financial status. Tenderer shall be a registered contractor in appropriate class of the Roads & Buildings Department or Water Resources Department of Government of Gujarat.

3.0 Tenderer to inform Himself:

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

4.0 Payment of Tender Fee and Earnest Money Deposit : “FDR for E.M.D and DD/Cheque/Pay sleep for Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. and tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. and tender fee is received electronically. However for the purpose of realization bidder shall send the DD/cheque/pay sleep in original reach to S.E at the time of tender opening and send the same through R.P.A.D. so as to **Executive Engineer, Panchayat R&B Division- Khas Road, Botad**, within 7 days from the last date of tender opening. Penaltative action for not submitting DD/cheque/pay sleep in original to E.E. by bidder shall be initiated. FDR for Exemption certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online. Any documents in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc) and hard copy will not be accepted separately.”

Any document in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc.) (R&B Circular No. 5ZRv !_Z__(v 5 v ; dated 18-1-2008 & 27-11-08)

5.0 Payment - The tenderer must understand clearly that the rates quoted are for completed works and include all costs due to labour, scaffolding plant, supervision, service work, power, royalties and octroi etc. and to include all extras to cover the cost of night work if and when required and no claim for additional payment

beyond the price/rates quoted will be entertained and the tenderers will not be entitled subsequently to make any claim on the ground of misrepresentation or on the ground that he was supplied with information given by any person (whether the member is the employee of Public Works Department or not). Any failure on his part to obtain all necessary information for the purpose of making his tender and filling the several prices and rates therein shall not relieve him from any risks or liabilities arising out of or consequent upon the submission of the tender.

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

7.0 Quoting of Rates :-

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

The following rule shall apply only to the works having estimated cost above Rs.750 lacs for Road, 700 lacs for Bridge and Building (G.R. R&B.D No. TNC-1777-281-C, dated 30-7-1992 & PDW/3079/D-2959/part I/136 C Dtd. 24/4/2007 and SRR-10-2015-17-C Dt. 3-2-2017 may be referred to)

- (a) Tenderers are normally not permitted to suggest any alteration in the works specified in the tender form or in the time allowed for carrying out the work or any other conditions of any sort. However, if it is felt necessary by the tenderer to have any conditions, he shall have to clearly mention the same in very clear terms in the appropriate section of technical bid. The tenderer will have to fill in necessary details online in 'technical bid' and 'price-bid' separately. No such tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender or each work online.
- (b) If price-bid contains any conditions, the same shall be rejected outright.
- (c) It should be very clearly understood by all the tenderers that the technical bid should be restricted only to technical matters and conditions / stipulations having financial implications. The technical and price bids shall contain adequate cross reference wherever necessary to ensure clear and proper correlation of them with two bids without any ambiguity whatsoever. **The price bid of main tender should not be disclosed in the technical bid.**
- (d) The technical bid will be opened first online on or any other suitable time thereafter by the competent tender opening authority of the Government. Bidders who wish may remain present. The technical bid shall be evaluated first and wanting details, if any and clarifications in respect of conditions if any will be called from the tenderers. In such case, the contractor will be required to submit clarification/ details (including with respect to conditions if any) within the stipulated time allowed for the purpose. If the contractor does not furnish the wanting details / clarification in time, his tender would be liable for rejection.
- (e) The conditions specified in technical bid should invariably be accompanied by proper financial evaluation with mode of calculation specifying assumptions, quantities, rate and ceiling amounts for each condition and shall also accompany the information in the form stating (a) Sr. No. (b) Description of the condition (c) Financial evaluation (Vide R&B.D. G.R.No. TNC/7777/281-C, dated 30-9-92) (d) Ceiling amount to be added in price-bid, in case condition is not accepted.
- (f) Ceiling amounts shall be binding on the contractors and are liable to be added to the tender amount.
- (g) The evaluation as given by the contractor as modified by tender opening authority with the ceiling limit will then be intimated to all the bidders. No further opportunity shall be given to the contractors to modify/

withdraw conditions at that stage. After completion of evaluation of the technical bid in all respects the competent authority will decide about date of opening of price bid and the same will be intimated to the bidders. After opening of price bid and their evaluation the tender inviting authority reserves the right to negotiate about the tender(s) further will any or all the contractors.

8.0 Earnest Money :-

Earnest money in specified form @ 1% of the estimated cost must be sent as specified in Instruction No. 4 preceding electronically Tenderer may pay earnest money upto Rs.50,000 in the form of fixed deposit or fixed deposit at call receipts with a validity period of not less than six months of Nationalised or Scheduled blank or Narmada/ Shrinidhi F.D.Rs. drawn in favour of Executive Engineer/ Divisional Officer concerned. Earnest money by cheque & Bank Guarantee shall not be accepted. (vide R&B.D. G.R.No. TNC/ 1090/ (100) (4)-C, dated 4-11-2000). However in respect of the works estimated to cost above Rs.50 lacs, the amount of earnest money in excess of Rs.50,000 can be offered by the contractor, at his choice, in the form of Bank Guarantee of the Scheduled or nationalized Bank only. The Bank Guarantee in such cases will be furnished in the following form. In such cases also, the amount of earnest money first Rs.50,000 will be paid only in the form of crossed demand drafts or fixed deposit receipts or deposit at call receipts worth the validity period of not less than 6 months of the nationalised or scheduled or Narmada/ Shrinidhi F.D.Rs.

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

If the contractor does not turn up to pay the Security Deposit and execute contract agreement within specified (or extended) time after intimation to him about acceptance of his offer, the earnest money paid for this work will be forfeited and such tenderer's tender shall be rejected and then according to aforesaid provision of tender, action to blacklist the Contractor will be initiated without Delay. (Vide R & B D G.R. No. Misc. -1097-90-1091/97-Z/ C dated 4-1 0-97 & Parach-10-2008 -5-C-partfile dated 27-11-08)

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

BANK GUARANTEE

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

1. Therefore, we hereby affirm, that we are guarantors on behalf of the Tenderer up to total rupees _____ in words) Rs. _____ (in figures) and we undertake to pay to Executive Engineer _____ Division _____ Department of Government of Gujarat the _____ (name of Govt. previous notice of judicial or to be specified), up to his first written demand, without demur, without delay and without the necessity of a previous notice of judicial or administrative procedures and without the necessity to prove to the Bank the defects or shortcomings or debits of the contractor any sum within the limit of Rs. _____.
2. We further agree that the Guarantee herein contained, shall remain in full force and effect during the period that would be taken for the acceptance of tender.

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

3. We undertake not to revoke the guarantee during its currency except with the previous consent of the Executive Engineer _____ Division _____ in writing.
4. We lastly undertake not to revoke the guarantee for any change in constitution of the Tenderer or of the Bank.

Date

Signature & Seal of Guarantor _____

Bank Address _____

- 8.2 The Earnest Money submitted in the form of deposit-At-call receipt shall need minimum validity of six months from the last date of online submission of tender. Tender not supported with tender fee. Earnest Money & documents and not submitted in electronic format (by scanning) while uploading the bid shall be rejected as NON Responsive. If the tenderer modifies or withdraws his tender, the Earnest Money (in case of EMD exemption certificate, proportionate amount equivalent to EMD of particular tender) shall be forfeited and the tenderer may be disqualified from tendering for future works under the Government.
- 8.3 The Earnest Money will be returned to the unsuccessful tenderers. The Earnest Money will be returned to the successful tenderer after he furnishes security deposit and duly enters into the contract.
- 8.4 Within Ten days or within such time as may be decided by the Tender Inviting Authority from date of receipt of the letter accepting his tender, the successful tenderer shall furnish the required security deposit and attend the office of the Tender Inviting Authority for execution of the contract documents. If he fails to furnish the security deposit or execute the contract document, his Earnest Money (in case of EMD exemption certificate equivalent amount therefrom) shall be forfeited and action to blacklist the contractor bill be initiated without delay (Vide R&B.D. G.R.No. Misc. 1097-90-1091-97-Z/ C dated 4-10-97)

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

The contractor shall have to furnish:

- (i) Demand Draft of Tender fee and FDR for Earnest Money or Earnest Money Exemption Certificate.
- (ii) Copy of Partnership Deed or Memorandum as well as Articles of Association in case of the company and intimate permanent addresses of his partners/ Directors of Company. All copies submitted shall be duly attested.
- (iii) Copies of certificate regarding previous experience, as required.
- (iv) Declaration showing all works completed during preceding 5 years and works on hand with the Contractor and the value of works that remained to be executed in each case.
- (v) A certificate of Registration as approved contractor of prescribed category from authorities stipulated in Notice Inviting Tenders.
- (vi) P.A.N. issued by Income-Tax Department.
- (vii) Copy of Provident Fund Registration – Code No.
- (viii) Duly filled in and digitally signed declaration form as provided after as last item of section-1 & Memorandum duly filled in & digitally signed as given in Section-2.
- (ix) A solvency certificate of Current Calendar year. It shall be of Scheduled bank or Nationalised bank or Bank approved for Government business.
- (x) Required Annexures duly filled in when pre-qualification is involved.

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

10.0 Tender liable to be Invalid :

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

11.0 Right of rejection of tenders.

- (i) Right is reserved by the Tender Inviting Authority to reject any or all tender(s) without assigning any reason thereof.
- (ii) In addition to the above, the tender will also be liable to be rejected outright if:
 - (a) The tenderer proposes any alteration in the work specified or in the time allowed for carrying out the work or in any condition.
 - (b) The tenderer or in the case of a firm, each partner or the person holding the power of attorney thereof does not digitally sign section-2 or signature/s is/are not attested by a witness.

- (c) Any person who submits & tender shall fill forms online including the rates of items put to tender. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each work online.

12.0 Method of Tendering:-

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

13.0 Eligibility and qualification requirement.

To establish acceptability of the satisfaction of Tender Inviting Authority the tenderer shall provide the following :

- 13.1 Details of plant and machinery immediately available with tenderer for use on the works.
- 13.2 Details of plant and machinery proposed to be procured for the works.
- 13.3 Details of technical, supervisory and administrative personnel already employed by the tenderer that the proposes to utilize for this work and such other personnel he proposes to employ further for the work.
- 13.4 Copies of registration certificate and P.A.N. allotted by income Tax Office.
- 13.5 Separate Notes in sufficient details on each of the following :
- (i) Method and technique of construction
 - (ii) Sequence of execution of various important components of the work;
 - (iii) Cash-flow arrangement

14.0 Deviation or modifications In Tender Documents:

- 14.1 All tenderers are cautioned that tender containing any condition and/or deviation from the contractual terms and conditions, specifications, quoting/ offering rates/ prices in different manner than specified in the tender and/or any other requirements of tender shall make the tender liable for outright rejection and shall be considered as non-responsive for all practical purposes. The decision of the Tender inviting authority in this regard shall be final and binding to the tenderer.
- 14.2 Alternative tenders are not acceptable.

15.0 Submission of tender

- 15.1 Tender shall be submitted in an online manner only on website www.rnb.nprocure.com
Last date & time of online submission / 2014 up to 18.00 Hrs.
- 15.2 "FDR for E.M.D and DD/Cheque/Pay slip for Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. and tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. and tender fee is received electronically. However for the purpose of realization bidder shall send the DD/cheque/pay slip in original reach to S.E at the time of tender opening and send the same through R.P.A.D. so as to Executive Engineer, Panchayat R&B Division- near Khas Road, Botad, within 7 days

from the last date of tender opening. Penaltative action for not submitting DD/cheque/pay sleep in original to E.E. by bidder shall be initiated. FDR for Exemption certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online. Any documents in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc) and hard copy will not be accepted separately.” (R&B Circular No. 5ZRv !_Z__ (v 5 v ; dated 18-1-2008 & 27-11-08)

16.0 Evaluation of Tenders

- 16.1 Technical evaluation will be made of the tenderer's proposed method and technique of construction, construction programme, sequence of components of the work, proposed resources assigned to do the work to determine the acceptability, adequacy and reasonability of rates, his past performance and present resourcefulness.
- 16.2 To assist in the examination, evaluation and comparison of tender, the tender inviting authority may ask tenderer individually for clarification of their tenders including breakdown of unit rates. The request for clarification and response shall be in writing but no change in substance of the tender shall be sought, offered or permitted at that stage.
- 16.3 Award may be made to the tenderer whose responsive tender is determined to be the lowest evaluated tender and who meets the appropriate standards of capacity and financial resources.

17.0 Receipt of Payments:

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

18.0 Opening of tenders:

The Authorised Officer / competent authority shall open tender online on website www.rnb.nprocure.com on _____ at _____ hrs. or any other suitable time thereafter, in his office in the presence of intending Tenderers or their representative who wish to remain present at that time. He will enter the amount of the tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall, thereupon for the purpose of identification, sign copies of the specifications and other documents mentioned in his tender.

19.0 General rules and directions:

- 19.1 No receipt for any payment made by a Contractor will be entertained by the Government in regard to any matter relating to this tender or the contract shall be valid and binding on the Employer unless it is signed by the Authorised staff members of the Government.
- 19.2 All works shall be measured net by standard measure and according to the rules and customs of the R&B/ Water Resources Department or any other method approved by the R&B/ Water Resources Department without reference to any local custom. The measurements of work will be taken according to the usual method in use in the Roads & Buildings Department and no proposal to adopt alternative method will be accepted. The Executive Engineer's decision as to what is the usual method in use in the Roads & Building department will be final.
- 19.3 Under no circumstance shall any Contractor be entitled to claim enhanced rate for any item in this contract except as provided in contract conditions.
- 19.4 The contractor shall not be permitted to tender for the work in which his near relative is working as the officer in the sphere of his jurisdiction in the Tender inviting authority.

Note:- By term "near relative" is meant wife, husband, parents, children, brothers, sisters, uncles, aunts, consins, and in laws.

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

20.0 Submission of additional information / documents:

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

21.0 Bank:

Wherever the word "Bank" is used in the document, it would mean Schedule Bank, Nationalised Bank, IDBI Bank, AXIS Bank, ICICI Bank, HDFC Bank and other banks approved by Reserve Bank of India to undertake State Government Business (F.D. G.R. EMD-SD- 102006 -1081 – DMO- 01, dated 30-3-2012)

22.0 Tender validity period

The tender for the work shall remain open for 90/120* days counted from the date of opening on line tenders. During this period if any tenderer withdraws or makes any modifications or additions in the terms and conditions of his tender not acceptable to the Government (Public works Department) then the Government shall without prejudice to any right remedy be at liberty to forfeit in full the said earnest money absolutely. In this connection.(GR.R&BDNo.TNC-IIB-22(10)C dt. 24/5/90 and GR No.TNC-10-2013(02)-C dt.10-5-2013) should be referred to.*(Bid validity shall be 90 days in case of works estimating cost upto Rs. 10 lakhs and 120 days in case of works estimating cost more than 10 lakhs)

In case of single cover system tenders, the tender for the work shall remain open for 120 days counted from the date of opening on line tenders. In case of two cover system tenders, the tender for the work shall remain open for a period of **120 days counted from the date of opening technical bid** (R&B D. G.R. No. TNC- 10- 2013(2)- C dated 10-5-2013).

- 23.0 The successful contractor shall exhibit the board in prominent place of worksite showing the brief details of project work under execution, financier, cost of work and broad details of inputs/ specifications and targeted goals. (R&B.D. G.Rs. No. TNC-1090-24-C dated 18-11-1991, 17-8-02 and 25-10-02)
- 24.0 The contractor will not use the premises of project/ work under construction for his staff, labourers or for any other purpose. If he do so, market rent for such unauthorized used will be recovered. The market rent will be decided by the Engineer-in-charge.
- 25.0 All statutory Taxes deductible at source under various acts and notifications by Government shall be deducted while making payment for which T.D.S. certificates shall be issued.
- 26.0 **Declarations:** The tenderer will have to make declaration enlisted in the form attached herewith and shall affix his signature to the form in token of correctness of declaration made therein (G.R. R&B.D. No. TNC-IIB-22 (10)-C dated 24-5-90 should be referred to)
- 27.0 If the tendered rate of any item is higher by more than Ten percentage of the offered tender premium or rebate based percentage, the payment of such item/s in running bills shall be made at the sanctioned estimated rate plus/ minus percentage of accepted tender plus five percent of sanctioned estimated rate. The amount so withheld shall be released in running bills in proportion to financial progress of items for which abnormally low rates are tendered. If no abnormally low rates are tendered, the amount so withheld shall be released in running bills in proportion to the progress of work. (R&B circular No. Parach- 102008- 61- C, dated 27-11-08 and of even number dated 3-5-2013)

Tender documents for work as specified on page number one of this Booklet

DECLARATION FORM- એકરારનું ફોર્મ

- (i) I/We hereby declare that I/we have visited the site and fully acquainted myself/ourselves with the local situations regarding materials, labor and other factors pertaining to the work before submitting this tender.
- (૧) હું/અમે આથી એકરાર કરું છું/કરીએ છીએ કે આ ટેન્ડર રજૂ કરતા પહેલાં મેં/અમે સ્થળની મુલાકાત લીધી છે અને કામને લગતા માલસામાન, મજૂરી અને બીજી બાબતોને લગતી સ્થાનિક પરિસ્થિતિની જાત-માહિતી મેળવી છે.
- (ii) I/We hereby declare that I/We have carefully studied the conditions of contract, specifications and other documents of this work and agree for execute the same accordingly.

(૨) હું/અમે આથી એકરાર કરું છું/કરીએ છીએ કે આ કોન્ટ્રાક્ટની શરતોની વિગતો અને ટેન્ડરને લગતા દસ્તાવેજો કાળજીપૂર્વક અભ્યાસ કર્યો છે અને તે મુજબ સંમત છું/છીએ.

(iii) We agree to receive payments, if delay is due to late receipt of grant-in-aid from Government for panchayat works.(Applicable to panchayat works only).

(૩) જીલ્લા પંચાયત તરફથી ઠરવવામાં કામો અંગે સરકારશ્રી તરફથી સહાયક અનુદાન મળવામાં વિલંબ થવાના કારણો જો કરેલ કામો અંગે ચૂકવણી વિલંબથી લેવમાં અમારી સંમતિ છે. (ફક્ત પંચાયતના કામો માટે જ આ લાગુ પડશે).

DECLARATION CERTIFICATE

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

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

(૪) હું/અમે આથી એકરાર કરું છું/કરીએ છીએ કે મારા/અમારા નજીકના સગા આ વિભાગીય કચેરીમાં તેમજ તે હેઠળની પેટા વિભાગીય કચેરીઓમાં કાર્યપાલક ઈજનેર, મદદનીશ ઈજનેર, અધીક મદદનીશ ઈજનેર, ઈજનેર ઓવરસીયર, વિભાગીય હિસાબનીશ સ્ટોરકીપર, અતિથી/વિશ્રામગૃહના મેનેજર તથા વર્તુળ કચેરીમાં અધિક્ષક ઈજનેરશ્રી તરીકે તથા તે ઉપરાંત પંચાયતના કામો માટે જિલ્લા પંચાયતમાં બાંધકામ સમિતીનાં ચેરમેન કેજિલ્લા પંચાયતના અન્ય પદાધિકારી તરીકે હાલ ટેન્ડર ભરવાની તારીખે કામ કરતા નથી, કે હોદ્દો ધરાવતા નથી.

રસ્તા, પુલો, મકાનોનાં કામનો વર્ક ઓર્ડર ઈશ્યુ થયા પછી તુર્ત જ કામના સ્થળ ઉપર તે કામની નીચેની વિગતો દર્શાવતું બોર્ડ ઈજારદારે પોતાનાં ખર્ચે પ્રદર્શીત કરવાનું રહેશે.

માર્ગ અને મકાન વિભાગ હેઠળનાં રૂા.પ.૦ લાખથી વધારે કિંમતના રસ્તા/પુલો/ મકાનોનાં કામો ઉપર કામની વિગત દર્શાવતાં બોર્ડ :-

૧. કામના નામ (કામનો પ્રકાર) :	૬. સુપરવાઈઝરી સ્ટાફનું નામ :
૨. વિભાગનું નામ :	૭. કામ શરૂ કરવાની તારીખ :
૩. પેટા વિભાગનું નામ :	૮. કામ પૂરું કરવાની તારીખ :
૪. ટેન્ડરની રકમ :	૯. કામનાં સ્પેશીફિકેશન :
૫. ઈજારદારશ્રીનું નામ :	

રસ્તાનાં કામો :

- માટી કામની જાડાઈ સે. મી. —મેટલના પ્રથમ સ્તરની જાડાઈ સે. મી.
- ડામરની સપાટીનું કામ સે. મી. —મેટલના બીજા સ્તરની જાડાઈ સે. મી.
- (કપચી, ગ્રીટ અને ડામર વાપરવાનો)
- ડામરની સીલીંગ સરફેસનું કામ સે. મી.
- (કપચી, ગ્રીટ અને ડામર વાપરવાનો)

પુલનાં કામો :

- પુલનાં લંબાઈના ગાળા
- પુલના પાયાનાં કોન્ક્રીટનું પ્રમાણ (સિમેન્ટ, કપચી, રેતી)
- પુલનાં થાંભલા/એબટમેન્ટનાં કોન્ક્રીટનું પ્રમાણ (સિમેન્ટ, કપચી, રેતી)
- સુપર સ્ટ્રક્ચરનાં કોન્ક્રીટનું પ્રમાણ (સિમેન્ટ, કપચી, રેતી)
- અન્ય વિશેષ જોગવાઈ.

મકાનોના કામો :

- પાયાના કોન્ક્રીટનું પ્રમાણ (સિમેન્ટ, કપચી, રેતી)
- ઈંટોનાં ચણતરમાં સિમેન્ટ/રેતીનું પ્રમાણ (સિમેન્ટ, રેતી)
- ભોંયતળીયાના કોન્ક્રીટનું પ્રમાણ (સિમેન્ટ, કપચી, રેતી)
- ભોંયતળીયે સે. મી. જાડાઈની સે. મી. સાઈઝની મોઝેક ટાઈલ્સ.
- બારી બારણા —સાગી લાકડાના/ સ્ટીલ ફ્રેમ/ અન્ય.

આર. સી. સી. કામો :

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

આ કામના વિગતવાર સ્પેશીફિકેશન નાચબ કાર્યપાલક ઈજનેરશ્રી, પેટા વિભાગની કચેરીઓ ઓફીસના સમય દરમ્યાન કોઈપણ સમયે જોઈ શકશે. આ કામની માલિકી જાહેર જનતાની છે અને કામમાં ક્ષતિ કે અનિયમિતતા જણાય, તો તે બાબતમાં નીચેના કોઈપણ અધિકારીશ્રીનો સંપર્ક કરવા તથા તેમનું ધ્યાન દોરવા વિનંતી છે. (૧) નાચબ કાય પાલક ઈજનેર (૨) કાય પાલક ઈજનેર (૩) અધિક્ષક ઈજનેર નોંધ: (૨) મકાન જેવા સીમીત ક્ષેત્રફળ માટે એક બોડ મુકવું જરૂરી છે જ્યારે રસ્તા, પુલોમાં પાણીની પાઈપ લાઈન, ગટર લાઈન, કેનાલ વિગેરે કામોમાં લંબાઈનો વ્યાપ વધુ હોય ત્યારે આવા કામોમાં એક કરતા વધુ બોડ (જનતાની અવરજવર વધુ હોય ત્યાં તેમજ બંને છેડા ઉપર અને વચ્ચે) ટ્રાફિક સલામતીને ધ્યાને રાખી બોડ મુકવાના રહેશે.(મા.મ.વિભાગનો ઠરાવ નં. ટીએનસી/૧૦૯૦-૨૪-સ તા.૧૮/૧૧/૧૯૯૧, તા. ૧૭/૮/૨૦૦૨, ૨૫/૧૦/૨૦૦૨ તથા તા. ૫/૩/૨૦૧૧ નો ઠરાવ)

Instruction to Bidders

Special Condition

Supervision consultant to oversee the work is being appointed by the R&B department. Contractor shall be abided by to carry out the work as per instructions of supervision consultant as and when supervisor consultant appointed by the R&B Department.

TENDER FOR WORKS

I/We hereby tender for the execution for the Governor of Gujarat (hereinbefore and hereinafter referred to as Government) of the work specified in the under written memorandum within the time specified in such memorandum at + _____ percent below/above the estimated rates specified in schedule B. (memorandum showing of works to be carried out) and in accordance in all respect with the specification, design, drawings and instruction in writing referred to in this tender and in clause 13 of the annexed condition of contract and agree that when materials for the work are provided by Government, such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

MEMORANDUM

1	General Description of work (If it includes sub works, the details thereof will be given Separately)	As per Page No.1 Face Sheet.
2	Estimated Cost	Rs. 75,09,439.99
3	Earnest Money 1%	Rs. 75100.00
4	Security depotiste	
(i)	In the form of small savings or Narmada Bonds (of minimum one year time limit) 2.50%	Rs. 187750.00
(ii)	To be deducted from bills 2.50%	Rs. 187750.00
(iii)	Performanace bond of Schedule bank 5%	Rs. 375500.00
	Total 10%	Rs. 751000.00
5	Time allowed for completion of the work from the date of written order to commence the work	5 Months.

Deputy Executive Engineer
Panchayat R&B Sub Division
Botad

Executive Engineer
Panchayat (R&B) Division
Botad

Deposit furnished in the form of interest bearing documents as per item 4 (i) can further be extended for renewal if so desired and communicated by the contractor in writing before one month from the date expiry date. Similarly cash Deposit deducts as the item No.4 (ii) can also be converted into interest bearing fixed term securities of schedule and Nationalised Banks if so desired and communicated by the contractor in writing.

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

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

Date :-

Place :-

* Digital Signature of the Contractor

** Signature of the Contractor

(Witness) *** (At the time of execution of contract document)

Name and address _____

(Occupation) _____

* Digital Signature of Contractor before submission of tender

** Signature of the Contractor of the time of execution of contract document.

*** Signature of witness to Contractor's signature at the time of execution of contract document.

The above tender is hereby accepted by me on behalf of the Government of Gujarat dated the _____ day of _____ 200_____.

Signature of The Executive Engineer
Panchayat R&B Division, Botad

TERMS & CONDITIONS OF CONTRACT

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

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

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

(b) In respect of the work above thirty lacs, equal to 10 (Ten) percent of the estimated cost of the work put to tender. 1.3 In respect of the tender upto Rs. 30 lacs, the contractor shall pay five percent of security deposit in two part as under.

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

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

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

1.5 The work order to commence the work shall be issued only after the security deposit as per para 1.3 and 1.4 is paid/ furnished by the tenderer. If the tenderer fail to produce the security deposit as above, the earnest money paid by him shall be forfeited and his registration shall be held in abeyance for three years from the date of such default as per Clause No.3

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

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

1.8 The full amount of retention money deducted in cash from running bills will be released proportionally as indicated in table below on production of Bank Guarantee of schedule Bank provided the contractor produces Bank Guarantee for the period of six months beyond the stipulated period of completion of work. Further if the time limit of contract is extended the period of Bank Guarantee shall have to be extended for six months beyond the proposed extension of time limit and the contractor shall have to furnish the undertaking for this alongwith the application for extension in time limit.

Table of proportionate release of retention money.

Sr.	Monetary Process	Portion of retention Money to be released	Against production of Bank Guarantee of
1	25% of Tender cost	Equal to the amount retained from Running Bils or 0.625 % of the estimated cost of work, whichever is less	Equal to the amount to be released
2	50% of Tender cost	Equal to the amount retained from Running Bils or 1.25 % of the estimated cost of work, whichever is less	Equal to the amount to be released
3	75% of Tender cost	Equal to the amount retained from Running Bils or 1.88 % of the estimated cost of work, whichever is less	Equal to the amount to be released

1.9 The contractor will have to ensure that Ten percent amount of security deposit in any form as permissible above is kept available with the employer till the actual date of completion of work.

Fifty percentage of the security Deposit alongwith performance bond shall become refundable within fifteen days after the final completion certificate is issued as per Clause-7. All dues under this contract, or other contract, or otherwise shall be recovered from the aforesaid amount of fifty percentage of the said security deposit and the balance shall be refunded within fifteen days after the final certificate is issued as per clause-7. The remaining fifty percentage of the security deposit shall be refunded after the expiry of the Defect Liability period as per Clause 17 and 17-A, if specified after deducting therefrom the amount of expenses, if any, due to Government under this contract. **(See Performance Bond)** (Modified as per R&B Circular No. TNC-10-2013 (Part 1) C dated 19-11-2013 and GR No. TNC-10-2013-3 (Part-C) dated 20-11-2013, No.CON-10-2016-02-C-Dt. 24-10-2017 and TNC-10-2013-(4)-C-Dt.24-10-2017)

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

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

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

(iv)Delays requiring payment of ten percentage liquidated damages of the amount put to tender for performance shall be sufficient causes for termination of contract and for forfeiture of security deposit including amount of performance bond in respect of works estimated to cost more than Rs. 30 lacs, for performance and registrations of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases.(See Schedule (C) on page No. 48)

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

CLAUSE 3 : Default by Contractor : If the Contractor shall neglect or fail to proceed with the work with due diligence or if he violates any of the provision of the Contract, the Engineer-in-charge shall give the Contractor a notice, identifying deficiencies in performance and demanding corrective action. Such notice shall clearly state that it is given under the provision of this clause. After service of such notice, the contractor shall not remove any plant, equipment and material from the site. The Government shall have a lien on all such plant, equipment and material from the date of such notice till the said deficiencies have been corrected as mentioned in the said notice. If the contractor fails to take satisfactory corrective action within ten days after receipt of such notice, the Engineer-in –Charge on behalf of Governor of Gujarat shall terminate the contract in whole. In case, the entire contract is terminated, the amount of security deposit and performance bond if any together with the value of the work done but not paid for, shall stand forfeited to the Government. The plants, equipment and materials, held under this clause shall then be at the disposal of the Government to recover the amount equivalent to the liquidated damages and registration of the contractor shall be kept in abeyance for three years from the date as fixed in all such cases.

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

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

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

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

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

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

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

ખંડ - ૬ મુદતમાં વધારો : કામ કરવામાં કોઈ અનિવાર્ય અંતરાય ઉભો થવાના બીજા કોઈ કારણસર કામ પુરું કરવા માટે કોન્ટ્રાક્ટર મુદત વધારો મેળવવા માગતા હોય, તો ટેન્ડરમાં જણાવેલી મુદત પૂરી થાય તે પહેલા આગળ જણાવ્યા મુજબ તે તારીખે તેને કોઈ અંતરાય નડ્યો હોય તો તે તારીખ અગર તો મુદત લંબાવી આપવા માટેની માંગણી કરવાનું કારણ ઉપસ્થિત થયું હોય તો તે તારીખ બે માંથી જે વહેલી હોય તે તારીખ ૩૦ દિવસ પુરા થતાં કામના હવાલાના ઈજનેરને લિખિત અરજી કરવાની રહેશે અને કામના હવાલાના ઈજનેરનો અભિપ્રાય એવો થતો હોય કે, મુદત વધારવા વ્યાજબી કારણ છે તો તેમને હવાલાના ઈજનેરને લેખિત અરજી કરવાની રહેશે અને કામના હવાલાના ઈજનેરનો અભિપ્રાય એવો થતો હોય કે મુદત વધારવા વ્યાજબી કારણ છે તો તેમને જરૂરી યોગ્ય જણાય તે મુજબ વધારી આપશે. આ બાબતમાં કામના હવાલાના ઈજનેરનો નિર્ણય આખરી ગણાશે.

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

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

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

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

No certificate of completion shall be issued nor shall the work be considered to be complete till the contractor shall have removed from the premises, on which the work has been executed, all scaffoldings, sheds and surplus materials, except such, as are required for rectification of defects; rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor for the workmen and cleared all dirt from all parts of building(s) in, upon or around which the work has been executed or of which he may have possession for the purpose of the execution thereof and cleared floors, gutters and drains, cased doors and sashes, oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or

use to the satisfaction of Engineer-in-charge. If the contractor shall fail to comply with any of the requirements of these conditions as aforesaid, on or before the date of completion of works, the Engineer in charge may, at the expense of the contractor, fill such requirements and dispose of the scaffolding, or surplus materials and rubbish etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually released by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expenses of fulfilling such requirements is more than the amount realized such disposal as aforesaid the contractor shall forth with, on demand, pay such excess. The Engineer-in-charge shall also have the rights to adjust the amount of excess against any amounts that may be payable to the contractor.

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

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

CLAUSE 10 :-Bills to be submitted monthly : A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and Engineer-in-charge shall take cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose countersignature to the measurement list shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor all respects.

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

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

CLAUSE 12 :- DELETED

CLAUSE 12A :- DELETED

CLAUSE 12B :- DELETED

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

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

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

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

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

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

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

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

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

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

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

14.2 Except that when the quantity of any items exceeds the quantity as in the tender by more than 10% the contractor will be paid for the quantity in excess of 10% at the rate entered in the S.O.R. of the year during which the excess in quantity is first executed or tender rate whichever is less.

(Corrected as per R&B G.R. TNC-10-2017-01-C-Dt.11-7-2017)

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

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

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

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

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

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

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

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

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

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

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

In case the Contractor does not agree with the decision of Executive Engineer regarding the amount of compensation or loss; it will be open for the contractor to appeal to Superintending Engineer-in-charge within one month from the date of knowledge of such decision. In such case the decision of Superintending Engineer will be final and binding to the Contractor. The contractor shall not be entitled for loss of any expected profit of such work. (Vide G.R. No. SSR/1090/1B/247(2)/C, dated 28-6-1993 as amended by GR of even number dated 11-2-1999).

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

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

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

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

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

નુકશાનના વળતરની રકમ બાબતમાં કાર્યપાલક ઈજનેરના નિર્ણય સાથે કોન્ટ્રાક્ટર સંમત ન હોય એવા કેસમાં આવા નિર્ણયની જાણ થયાની તારીખથી એક મહિનાની અંદર પ્રભારી અધીક્ષક ઈજનેરને અપીલ કરવા માટે કોન્ટ્રાક્ટર મુક્ત રહેશે. આવા કેસમાં અધિક્ષક ઈજનેરશ્રીનો નિર્ણય કોન્ટ્રાક્ટરમાટે આખરી બંધનકર્તા રહેશે. આવા કામના કોઈ અપેક્ષીત ફાયદાની નુકશાની માટે કોન્ટ્રાક્ટર હકદાર બનશે નહિં.

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

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

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

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

accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

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

(a) for all works costing up to Rs. 50,000(amount put to tender), the period shall be **3 MONTHS** from the certified date of completion.

(b)for all works costing more than Rs. 50,000 and up to Rs. 1 Crore (amount put tender), the period shall be **12 Months** from the certified date of completion. One monsoon which ever is later.

(c)for major projects costing more than Rs. 1 crore, the period shall be **36 Months** from the certified date of completion OR Three monsoon which ever is later.

The defect liability period shall be as under for original building works:

(d)For building works other than original building works the period for (a), (b) shall be **12** months from the certificated date of completion and (c) shall be as same as above except that time period shall be 3 years or elapse monsoon from certified date of completion whichever is later.

(e) For original building works the defect liability period shall be one year or elapse of one monsoon period from the certified date of completion, whichever is later.

For the purpose of deciding monsoon period, 30th September may be treated as the last date.

(Modified vide R&B Deptt. Circular No. : PAC- 11 -102008 -2076 –N 31-8-2009 and PRCH- 102013 (2076) 2759-N dated 27-5-2013 TNC/10/2016/Clause 17-B/(i) S Dt. 12-5-2016)

Clause No.17.B Special Condition of the Contract

1 Free maintenance guarantee period

The contractor shall have to give **Five years free maintenance guarantee** from the certified date of completion. During this period contractor shall have to repair the damaged portion of the BT surface of road, and all other executed items at his risk and cost as per direction of Engineers – in – charge. If BT surface during maintenance period of 5 years is worn-out or damaged then, agency shall have to take remedial action as per table below and as directed by Engineer – in – charge. The cost of annual maintenance for five year shall required to be considered while quoting the tender and has to be born by the contractor. The periodicity of routine maintenance activity shall be as follows.

(a) Maintenance of Bituminous surface road and/or Cement concrete road and/or gravel road and/or WBM road including filling pot holes and patch repairs etc as per clause 1904, 1905, 1906 and 1907 of the Specifications for Rural Roads (First Revision) IRC New Delhi 2014 respectively.

Sr No	Distress and service Level	Remedy	Period to attend for the Contractor
1	Potholes	As per IRC:SP:20-2002 and specifications for rural roads of IRC:2014	7 Days
2	Surface damages/worn out surface in more than	Renewal with wearing coat as originally laid by	21 Days

	50 meters of lane length in the road stretch	contractor - as per tender item and specification.	
3	Patch work area exceeds 30% in per KM length		

(b) Other maintenance works to be carried out:

Sr No	Name of Item/Activity	Frequency of operation in one year
1	Restoration of rain cuts and dressing of berms as per clause 1902 of the Specification for Rural Roads (First Revision) IRC New Delhi 2014.	As and when required
2	Maintenance of earthen shoulders as per clause 1903 of the Specification Rural Roads (First Revision) IRC New Delhi 2014.	As and when required.
3	Maintenance of drains as per clause 1908 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014.	Twice in a year before/after monsoon
4	Maintenance of culverts and causeways including vent clearance as per clause 1909 and 1910 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014.	Twice in a year before/after monsoon
5	Maintenance of road signs as per clause 1911 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014.	Maintenance as and when required. Repainting once in every two years.
6	Maintenance of guard rails and parapet rails as per clause 1912 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014.	Maintenance as and when required. Repainting once in a year.
7	Maintenance of 200 m and Kilo Meter stones as per clause 1913 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014.	Maintenance as and when required Repainting once in a year.
8	White washing guard stones	Once in year
9	Re-fixing displaced guard stones / KM stone / 200 meter stone/Sign board	Once in year
10	Maintenance of road delineators as per Clause 1914 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014.	As and when required
11	Cutting of branches of trees, shrubs and trimming of grass and weeds etc as per clause 1915 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014.	Twice in a year generally before/after rains or as and when required
12	White washing parapets of CD Works as per Clause 1916 of the Specifications Rural Roads (First Revision) IRC New Delhi 2014.	Once in year

However Maintenance does not include replacement or erection of new signages / stones etc. at the time of yearly maintenance.

The amount equivalent to 2.5 % of each bill shall be withheld and will be released after the free maintenance guarantee period of five year is over.

However this amount shall be released against fix deposit or Bank Guarantee pledged in the name of Executive Engineer after completion certificate of work is issued.

The contractor has to carry out routine maintenance as said above & has to report the Engineer-in-charge in the month of May and November of every year with a copy of the record of contractor's inspection and other instructions received from the Engineer- in-charge and maintenance carried out with colour photograph showing before and after maintenance (@ 3 nos. Of photographs per kilo metre of lane length with date and time digitally incorporated to be submitted by the contractor in 3 sets)

In the event of contractor not carrying out routine maintenance within time limit as specified above, the employer will get the maintenance work carried out through any source and the amount required **for this work shall be recovered from the 2.5% amount withheld for this purpose** available with the employer along with additional 20% of this amount as penalty.

2. The flakiness index and elongation index for coarse aggregate under no circumstances shall exceed the allowable limit set forth in the relevant clause for the material in question.

3. 2% of the amount eligible for the payment of bituminous items shall be withheld till the miscellaneous items like earthwork in embankment / cutting for side shoulders, side gutters, kilometre/indicator/guard stones, sign boards etc. are completed in all respect by the contractor. After completion of the miscellaneous items, the above said 2% withheld amount shall be released.

4 Setting up of adequate laboratory & deployment of Quality Engineer.

The contractor shall have to set up A laboratory with adequate equipment. Till the setting up of adequate laboratory is completed & reported of this to the Engineer-in-charge (subject to due verification by the Engineer-in-charge/Engineer's Representative) by contractor in writing, Rs. 2,00,000/- (Two Lakhs) shall be withheld from Contractor's bill(s).A qualified Quality Engineer shall be deployed exclusive for this contract by the contractor. If a qualified Quality Engineer is not deployed by contractor within one month from the date of work order, an amount equivalent to Rs. 15,000 per month shall be recovered till the actual deployment of the Quality Engineer. The amount so recovered towards non-deployment of Quality Engineer shall be non - refunded.

5 Requirement of core cutting machine

The contractor registered in special category – I Road will have to possess two numbers of asphalt core cutting machine and those registered in special category – II Road will have to possess one number of asphalt core cutting machine at the project site in working

condition. The contractor shall make available the core cutting machine at his cost for sampling of asphalt cores for testing/as and when demanded by the Authority or the Engineer-in-charge (G.C. No RGN-60-2006-(35)S Dated 26-5-06 of R & B D)

6 Certification of quantity executed

The Contractor shall submit to the Employer regular bills with statements of the value of the work completed for specific billing along with details of measurement of the quantity of works executed in a form as required by the Employer.

Such details of measurements shall be duly certified for each and every executed work item as per Contract BOQ and/or else as ordered by the Employer strictly in accordance with the Contract Specifications. Only the Authorised Signatory of the Contractor shall measure and certify on its own the detailed statements before submitting the same as part of bills to the Employer.

However during regular or any subsequent inspections/audits and/or verification, either by the Employer or the Employer's Representative, if the respective quantities measured are found deficient from the ones measured and certified by the Authorised Signatory of the Contractor in any bills, then the procedure as below has to follow .

As such immediately upon discovery of such deficiency, the Contractor shall be notified by the Employer about respective work item(s) and quantities. The Authorised Signatory of the Contractor shall then assess jointly with the Employer and agree upon such difference in quantity with the Employer within seven days from the date of receipt of such notification.

It is expressly stated and mutually agreed that for such agreed quantity difference, the Employer will have full Contractual right to recover the associated costs at the unit rate of the quoted rate for such work item in BOQ or as in the relevant District Schedule of Rates, published by Roads and Buildings Department, Government of Gujarat prevailing at the time of execution of such work item, whichever is higher, although irrespective of such recovery all other Contract Conditions shall remain as binding and in force for invoking further action as per contract individually and/or collectively.

Such recovery shall be effected by the Employer either from: firstly, any amounts due to the Contractor under the Contract or secondly, from any of the Security Deposits, Retention Money, Bank Guarantee, Performance Securities e.tc of the Contractor immediately.

However, such recovered amount shall be refunded to the contractor if such rectification of work done by the contractor to the satisfaction of Engineer- in- charge as per the provision of contract or shall be adjusted against the amount if work will be done by the Employer for rectification of such work. For such deficient work further action will be taken up as per the provision of contract against the contractor. If the deficient work is not rectified than this amount will be forfeited and further action will be taken up as per the provision of contract.

7 Access to the site.

The contractor shall allow access to the site and to any place where work in connection with the contract is being carried out or it is intended to be carried out to the Engineer-in-charge. And any person/persons/agency authorised by the Employer/Engineer-in-charge. (R&B D. Letter No. VRR-2016-US-1-63-D-2.Dt. 17-9-2016)

CLAUSE 18 : (1) For each work contractor shall have to engage Engineers as per Clause No.18(A). They shall be given Identity Card by the contractor. The copy of Identity card shall be furnished for the office of Deputy Executive Engineer, Executive Engineer and Superintending Engineer. The identified Engineer should remain present on the site of the work. If not found on site, the Engineer-in-charge will give notice of this default to the contractor. If in spite of this notice, default continues, the action to hold the registration of defaulter contractor for three year will be initiated. IR&B Circular No. SSR-10-2008-18-C Dt. 13-10-08 and No. PARACH-102015-55-C Dt.4-11-2015)

CLASUE 18 : (2) **Work to be open to inspections - Contractor or responsible agent to be present :-** All works under or in course of execution or executed in pursuance of the contract shall, at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the Contractor shall, at all times during the usual working hours, and all other times for which reasonable notice of the intimation of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

CLAUSE 18A :- Employment of a qualified site Engineers by the Contractor. The Contractor shall appoint full time technically qualified staff during the execution of this work as under :-

1. As per P.Q Booklet when the work to be executed is more than Rs. 7.50 crore.

2. Two graduate Civil Engineering and one diploma Civil Engineer when cost of the work is more than Rs. 1.00 crore and upto Rs.7.50 crore.
3. One graduate & two Diploma Civil Engineers when the cost of the work to be executed is more than Rs. 30 lakhs but less than Rs. 1 crore.
4. Minimum two diploma Civil Engineers when the cost of work is less than Rs. 30 lakhs but more than Rs. 10 Lakhs.
5. Minimum one Diploma Civil Engineer for the work when the cost of work to be executed is less than Rs. 10 lakhs.

The Engineers so employed for the Government work must have sufficient experience to handle the work independently. Such an Engineers shall have to stay at the site of work and they shall not be entrusted with other duty except this work. In case the contractor or partner of the contractor firm is a Civil Engineer, he can employ one engineer less than the total requirement as above, provided that the Engineer /partner himself attends the execution of the work on the site.

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

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

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

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

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

CLAUSE 21 :-Contractor to supply plant, ladders, scaffolding etc. and is liable for damage arising from non-provision of lights, fencing etc. : The contractor shall supply at his own cost all materials (except such special materials if any, as may, in accordance with the contract to be supplied from the Public Works Department Stores), Plant, tools appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of the work whether in the original, altered or substituted form and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter or to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time, of the work or the materials, failing this, the same may be provided by the Engineer-in-charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit, or proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defence of every suit, action or other legal proceeding at law that may be brought by any person for injury

sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may, with the consent of the Contractor, be paid in compromising any claim by any such person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) be maintained in proper condition.

(૩) તેને સારી સ્થિતિમાં રાખવાની રહેશે.

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

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

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

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

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

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

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

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

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

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

(i) Working platforms, gangways shall

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

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

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

(ii) be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripling or slipping and-

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

(iii) be kept free from any unnecessary obstruction.

(૩)કોઈપણ જાતનાં બિનજરૂરી અવરોધથી મુક્ત રાખવા.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ખંડ -૨૧-બ કોન્ટ્રાક્ટર વજન ઉચકવાના સાધનો વાપરે તે સંબંધ માં તણે નીચેના વિનિમયોનું પાલન કરવાનું રહેશે.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLAUSE 24 :- રૂપિયા એક કરોડથી વધુ રકમના વાઈડનીંગ અને સ્ટ્રેન્થનીંગના કામોમાં દરેક સ્તરનું કોમ્પેક્શન વ્યવસ્થિત રીતે થાય તે માટે નીચેની કાર્યવાહી અનુસરવાની રહેશે.

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

૨૪.૨ આવા કામોમાં દરેક સ્તરનું કોમ્પેક્શન ધારાધોરણ મુજબ થયું છે. તેની દરેક લેયરે ફરજીયાતપણે ડેન્સિટીમીટરથી ગ્રેડ પ્રમાણે થયાની ચકાસણી ઈજારદારે કરી તેનું રજીસ્ટર નિભાવવાનું રહેશે. આવી ચકાસણી સંબંધિત નાયબ કાર્યપાલક ઈજનેરશ્રી અને મદદનીશ / અધિક મદદનીશ ઈજનેરશ્રીએ પણ કરવાની રહેશે. ઈજારદારે કરેલ કામની ડેન્સિટી પૂરેપૂરી મળ્યા બાદ ન કિલયરન્સ અપાય અને ત્યારબાદ જ બીજા લેયરની કામગીરી હાથ ધરાય તે જોવાનું રહેશે. ઈજારદારશ્રીએ તેમણે કરેલ કામગીરી અંગે જ્યારે પણ બીલની ચૂકવણી કરવાની થાય ત્યારે ઉપરોક્ત સૂચવેલ પદ્ધતિ પ્રમાણે તે કામ કરવામાં આવેલ છે કે કેમ? તેની ખરાઈ સંબંધિત અધિક્ષક ઈજનેરશ્રી પાસે કરાવ્યા બાદ જ બીલનું ચૂકવણું કરવામાં આવશે. (મા.મ.વિ. પરિપત્ર નં. એસ.એસ.આર. - ૧૦ - ૨૦૦૮ - ૧૮-સી તા. ૧૩/૧૦/૨૦૦૮ તથા મા.મ.વિભાગ પરીપત્ર નં.એસએસઆર-૧૦-૨૦૧૭-૫૦-સી તા. ૨૮/૮/૨૦૧૭ તથા તા. ૧૧/૮/૨૦૧૭)

CLAUSE 25 :-Deleted.

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

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

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

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

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

CLAUSE 28 :-Change in the constitution of firm to be notified : In the case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the Contractor to Engineer in charge for his information.
ખંડ -૨૮ પેઢીના બંધારણમાં કોઈ ફેરફાર થયે તેની જાણ કરવા બાબત : ભાગીદારોએ ટેન્ડર ભર્યું હોય તે કેસમાં પેઢીને બંધારણમાં કોઈ ફેરફાર થતા કોન્ટ્રાક્ટરે હવાલાના ઈજનેરને તેમની જાણ અર્થે તેવા ફેરફાર અંગે તરત માહિતગાર કરવાના રહેશે.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLAUSE 31 :-Deleted.

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

ખંડ – ૩૨ અંદાજમાંની ઉચ્ચક રકમો : જે અંદાજના આધારે ટેન્ડર તૈયાર કરવું હોય તેમાં જો કામના અમુક ભાગો અંગે ઉચ્ચક રકમનો સમાવેશ થતો હોય તો આવી બાબતો માટે આ કોન્ટ્રાક્ટ હેઠળ ચૂકવવા પાત્ર હોય તે જ દરેક થયેલ કામની બાબતો માટે ચૂકવણી મેળવવા કોન્ટ્રાક્ટર હકદાર રહેશે, અથવા હવાલાના ઈજનેરના મતે ઉક્ત કામના તે ભાગનું ભાપ લઈ શકાય તેમ ન હોય, તો હવાલાના ઈજનેર પોતાના સ્વવિવેક અનુસાર અંદાજમાં નોંધાયેલી ઉચ્ચક રકમ ચૂકવી શકશે અને આ ખંડની જોગવાઈ હેઠળ કોન્ટ્રાક્ટરને ચૂકવવા પાત્ર થતી રકમ કે રકમોને લગતું હવાલાના ઈજનેરનું લિખિત પ્રમાણપત્ર તેના માટે આખરી અને નિર્ણાયક લેખાશે.

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

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

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

CLAUSE 35 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 કોન્ટ્રાક્ટરની ટકાવારી બિલના ચોખ્ખી એકંદરે રકમને લાગુ પાડવી : આપવામાં આવેલ કોઈપણ માલસામાનની કિંમત બાદ કરતાં પહેલા ટેન્ડરમાં દર્શાવેલ ટકાવારી બિલની અંકદર રકમમાંથી બાદ કરવામાં આવશે. તેમાં ઉમેરવામાં આવશે (આ ખંડ બી-૧ ટેન્ડરને જ લાગુ પડશે)

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

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

ઉદ્યોગ, ખાણ અને ઉજા વિભાગના ઉપરોક્ત વિષય પરત્વેના તા. ૧/૧/૧૯૮૭ ના ઠરાવ ક્રમાંક એમસીઆર-૨૧૬૮-૬૬૮૫-૭ મા જણાવ્યા પ્રમાણેની કાય વાહી કરવા સુચના:-

(૩) કાય પાલક ઈજનેરશ્રી કામનો વક ઓડ ૨ આપે કે તુરત જ કામના શીડ્યુલ – બીની નકલ જે તે વિસ્તારના મદદનીશ નિયામક અથવા જીઓલોજીસ્ટ અથવા આસીસ્ટન્ટ જીઓલોજીસ્ટ અથવા ભુસ્તર અને ખનીજ શાખાના જીલ્લા કચેરીના વડા જેઓ કલેક્ટરશ્રીની કચેરીમાં બેસે છે તેમને આપવાની રહેશે.

(૨) રૂા. ૨.૦૦ લાખ (બે લાખ) થી ઉપરના કામોના કોન્ટ્રાક્ટરોએ તેઓએ ખરીદેલ ખ નીજનો જથ્થો અને તે ક્યાંથી ખરીદેલ છે. તે વેચનારની વિગતો દશા વતા બીલોની નકલો તથા પત્રકના રૂપમાં માહિતી દર ત્રણ માસે ઉપર (૧) માં દર્શાવેલ અધિકારીને પુરી પાડવાની રહેશે. આ બીલોમાં માલ વેચનારનું લેનારનું નામ, માલ લેનારનું નામ અને જથ્થો, વગેરે દર્શાવેલા હોવા જોઈએ (૩) જરૂર પડ્યે જરૂરી કિસ્સામાં ઉપર (૧) માં દર્શાવેલ અધિકારીશ્રી તરફથી વધુ માહિતી – વિગત માલ કે બીલના સંબંધમાં માંગવામાં આવે તો તે જે તે કાર્યપાલક ઈજનેરશ્રી ખનીજ ખાતાના અધિકારીને તે વિગતો કંન્ટ્રાક્ટર પાસેથી મેળવવા મદદ કરશે. જો આવી માહિતી સમય સર આપવામાં ન

આવે તે કોઈ કાર્યપાલક ઈજનેરશ્રી, તરફથી આ અંગે સહકાર ન મળે તો, ખનીજ વિભાગના અધિકારી તુર્તજ આ બાબત નિયામકશ્રીના ધ્યાન ઉપર મુકશે. જેઓ અંગે ઉધોગ, ખાણ અને ઉર્જા વિભાગ તથા જે તે સંબંધિત વિભાગના સચિવશ્રીના ધ્યાન ઉપર મુકશે. અને પત્ર મળ્યેથી સંબંધિત વિભાગના સચિવશ્રી, જે તે કાર્યપાલક ઈજનેરશ્રી ને તાત્કાલિક માહિતી પુરી પાડવા સુચના આપશે. આ પ્રથા અમલી બનતા આ પરિપત્રની તારીખ થી સીક્યોરીટી ડીપોઝીટ પરત કરવા માટે રોયલ્ટી ભથ્થો અંગેના પ્રમાણપત્રનો આગ્રહ રાખવાનો રહેશે નહીં.

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

(૪) આ કામમા જ્યારે સાદી માટી (ઓર્ડીનરી ક્લે) અને (સોફ્ટ) મુરમ વાપરવામાં આવે તેના ઉપર પણ રોયલ્ટી ચુકવવા પાત્ર છે. (૫) વિશેષમાં ગૌણ ખનીજ બાબતમાં ગુ.ગો.ખ.નિ. ૧૯૬૬ અને તેના અનુસંધાનમાં વખતો વખત બહાર પાડવામાં આવેલા ઠરાવો, લાગુ પડશે, અને તે મુજબ લીઝ કે પરમીટ લેવાનું અને રોયલ્ટી ભરવાની રહેશે. (ઉધોગ, ખાણ અને ઉર્જા વિભાગ ઠરાવ ક્રમાંક એમ.એમ.આર./૧૧૨૦૦૦/૨૦૧૩/૭ તારીખ ૦૧/૦૮/૨૦૦૪ " કામ પુરુ થયેલ ફાઈનલ બીલ બન્યે તેની નકલ જિલ્લા ભૂસ્તર શાસ્ત્રીને મોકલી રોયલ્ટી પેટે જો રકમ વસૂલ કરવાની બાકી હોય તો કેટલી રકમ વસૂલ કરવાની છે. તે જણાવવા પત્ર લખવો આ પત્ર ભૂસ્તર શાસ્ત્રીને મળ્યા બાદ ૪૫ દિવસમાં કોઈ પ્રત્યુત્તર ન મળે તો રોયલ્ટી પેટે કોઈ રકમ વસૂલ કરવાની નથી તેમ માની ફાઈનલ બીલ ચુકવી દેવાનું રહેશે." વિશેષમાં ઈજારદારશ્રી ધ્વારા રોયલ્ટી ભથ્થા અંગેના રજુ કરેલ દસ્તાવેજો અપુરતા લાગે તો કામમાં વપરાયેલ ગૌણ ખનીજોની રોયલ્ટી ભરવાની બાકી હશે તો તે ભરપાઈ કરવા ઈજારદારશ્રી બંધાય છે. તેવી બાંહેધરી ઈજારદાર પાસેથી મેળવી સીક્યોરીટી ડીપોઝીટ પરત કરવાની કાય વાહી કરવાની રહેશે.

(મા.મ.વિ.નો પરિપત્ર ક્રમાંક ટી.એન.સી. /૧૦/૨૦૦૨/(૧૪) સ તારીખ. ૨૮/૦૪/૨૦૦૩ તથા ૨૭/૦૪/૨૦૦૫.) અને મા.મ.વિ. પરીપત્ર ક્રમાંક ટીએનસી-૧૦૨૦૧૩(૪)/સી.તા.૮/૮/૧૪ તથા ૪/૧૧/૧૫ નો મા.મ.વિ.પરીપત્ર ક્રમાંક પરચ-૧૦-૨૦૧૫-૫૫-સી)

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

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

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

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

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

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

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

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

CLAUSE 38 :-The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the tender. In case of increase in the quantities by more than 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. TNC-10-2017-01-C-Dt.11-7-2017)

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

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

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

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

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

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

ખંડ -૪૨ કામનો કોઈ ભાગ નવેસરથી હાથ ધરવા કે શરૂ કરવા બાબત : હવાલાના ઈજનેરને અથવા તાબાના કામના હવાલાના અધિકારીનો લિખિત હુકમ અને સૂચના સિવાય કોન્ટ્રાક્ટર કશો હક દાવો કરી શકશે નહિ.

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

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

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

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

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

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

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

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

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

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

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

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

(૬)સરકારી કામે રાખેલા કામદારો - મજૂરોને પીવાના પાણીની સગવડ કોન્ટ્રાક્ટરે પૂરી પાડવાની રહેશે. (શહેરી વિસ્તારોમાં)કામે રાખેલા કામદારોને સ્વચ્છતા વિષયક સગવડો પૂરી પાડવાની રહેશે. કોન્ટ્રાક્ટર આ જોગવાઈનું પાલન કરવામાં નિષ્ફળ જશે તો હવાલાના ઈજનેર

તેને લેખીત નોટિસ આપશે અને કોન્ટ્રાક્ટર આવી લેખીત નોટીસ ની તારીખથી દિન દસની મુદતમાં કામદારો – મજૂરોને આ સગવડ નહિ આપે તો હવાલા ઈજનેર કોન્ટ્રાક્ટરના ખર્ચે પીવાના પાણી ની વ્યવસ્થા કરશે.

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

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

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

ખંડ -૪૪ ચૂકવણીની રીત : ચૂકવણીની રકમ રૂ. ૧૦ કરતા વધુ હોય તો, કોન્ટ્રાક્ટરને અનુકુળ હોય તેવી ડિવીઝનના વિસ્તારની કોઈપણ તિજોરી પરના ચેક દ્વારા તેમને ચૂકવણી કરાશે. રૂ. ૧૦ થી વધુ ન હોય તેવી રકમ રોકડેથી ચૂકવવામાં આવશે.

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

CLAUSE 45 :-Deleted.

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

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

CLAUSE 47 :-Deleted

CLAUSE 48 :- The rates to be quoted by the the Contractor must be inclusive of all taxes prevailing on due of bid submission.

However any subsequent changes in the tax structure by Government after due date of bid submission will be compensated (+-)on availability or submission of actual documentation. Contractor has to intimate Engineer in charge regarding changes occurred in the tax structure after bid submission, If contractor fails to provide such information and if any financial obligation may arise due to change in tax structure, same will be recovered from the contract.

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, I.R. weight 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.

(Govt. R&B Deptt. Circular No. TNC-10-2017-01-Cdt. 29-8-2017)

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

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

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

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

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

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

CLAUSE 51 :-Deleted

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

ખંડ -૫૨ યંત્ર સામગ્રીની યાદી : કોન્ટ્રાક્ટરે પોતાના કબજામાંની અને કામ માટે ઉપયોગમાં લેવા વિચારેલ યંત્રસામગ્રીની યાદી પણ આપવાની રહેશે.

CLAUSE 53 :- (i)In case, the roller deployed by Department for the use on contract work is kept idle by the contractor for want of adequate labour and materials, the contractor will have to pay rental charges as per prevailing rules even though the 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 requirement of the department, the proportionate rental charges on roller shall be recovered from the contractor.

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

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

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

Land measuring Charges

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

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

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

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

(1)Huts of bamboos and grass may constructed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Drainage : The contractor shall make sufficient arrangement for draining away the sewerage water as well as water from the bathing and washing places and shall dispose off this waste water in such a way as not to cause nuisance. The contractor should obtain a permission from the Gujarat Water Pollution Control Board, Gandhinagar if water is 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 not Government or other private dispensary situated within 6 km from the camp.

12. Conservancy and cleanliness : The contractor shall provide the necessary staff for effecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer in charge

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) the rent for the land and building.

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

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

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

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

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

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

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

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

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

CLAUSE 60 DELETED

Name of work:- Construction of Khas Village to Military Road (NP) Km. 0/000 to 3/320 (Sec. Km.0/820 to 3/320) Ta. Ranpur Dist. Botad (Remaining Work))

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

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

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

QUANTITY			Input Rate per Tonne	STAR RATE PER TONNE	In which Month DTP is Approved
Cement	52.00	MT	Rs. 6460/-	Rs. _____	June -2026
TMT Steel FE-500	1.18	MT	Rs.60970/-	Rs. _____ Fe-500 Sail	
Asphalt VG-30	42.30	MT	Rs.50364.76	Rs. _____	

[The above star rates are linked with Reserve Bank of India price index for steel and cement for the month in which DTPs are approved. The star rate for asphalt will be based on the rate of Koyli Refinery prevailing on the date on which the DTP's 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 authorized dealer should be obtained for the month in which the D.T.P. s are approved & mentioned as star rate before issue of tender copy.

II.a For steel & HYSD 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 prevalling 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 :

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

A = Difference of Amount payable or recoverable.

B = Star rate of steel/cement/asphalt.

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

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

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

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

1. No ceiling for escalation for difference in the cost of steel and cement will be applicable.
2. this clause shall be operative from the date of issue of work order and up to the expiry of original and extended time limit. if the delay for the reasons attributable to the contractor, Star rate is not Payable , however recovery will be effected.
3. This formula shall be used individually for cement/mild steel and tor steel and calculating adjustment.

Deputy Executive Engineer
Panchayat (R&B) Sub Division
Botad

Executive Engineer
Panchayat (R&B) Division
Botad

4. The cement and steel brought by the contractor on the site of work shall be used only after the same is tested by the Department.
5. If such materials are not found as per the requirement of I.S. specification, the same shall be removed by the contractor for which no claim shall be entertained.
6. This clause will be applied to the work irrespective of the cost of the work.

Conditions for variation in rates of asphalt only :-

1. The Contractor shall procure asphalt directly from refinery only.
2. The Contractor will not be furnished "P" form for purchase of quantity of asphalt required for this work.
3. The Contractor will have to produce in original all the gate passes issued by the refinery and also the bill in original to the Engineer-in-charge.
4. The number of transport tanker carrying the asphalt shall be furnished by the contractor.
5. The test certificate regarding the grade of asphalt as well as test result of asphalt from GERI Laboratory or other Laboratory approved by R & B Department shall have to be produced.
6. The difference between the actual rates 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.
- 7a. 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.
- 7b. 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 authorized dealer and authorized importer.
8. No advance payment or secured Advance will be payable against asphalt.
9. This part of clause for price variation of asphalt will be applicable for works estimated to cost above Rs.5 Lacs and involving use of asphalt.
10. It is permissible to use asphalt produced by Private Companies like ESSAR 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 variations in rates of asphalt shall be applicable for the imported asphalt (G.R. No. STR/10206/1577/8/H dt. 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 (of Indian Public Sector undertaking) rate 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/102006/1577/8/H dt. 22-11-2017 should also be compiled with (Authority R & B D GR No. TNC-1089 (4)-C, dated 31-08-1991 modified vide G.R.s of even numbers, dated 5-10-1991, 7-4-1992, 21-10-2005, and G.C. No STR-1097-182/H dated 27-11-97, 21-11-98 and Misc-1093-UO-53-40-C dated 16-6-2001 & 26-7-2012, STR-10-2001-M.34-29-H dated 2-2-07 and STR/ 102006-1577-8-H dated 2-9-08 and dated 8-12-08 of R&BD. No Parach-102015-55-C dt.4-11-15 and R&B Circular No PRC-10-2015-55(PT-1) S dt. 8-2-16& STR/10.2016/1/H dt. 3-10-2016, No. STR/102006/1577/8/H dt. 3-4-2021)

CLAUSE 61 :-FENCING AND LIGHTING : (a)The contractor shall, unless otherwise specified, be responsible for the proper fencing, lighting grading and taking of the necessary safety measures for all works comprised in the contract and for the proper provision of temporary road, way, foot-way, guards, fences, caution notices etc. as far

as the same may be rendered necessary by reasons of the work for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and the public and shall remain responsible for any accidents that may occur on account of his failure to take proper & timely precautions.

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

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

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

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

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

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

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

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

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

(v) Such other report as may be prescribed.

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

CLAUSE 66 :-Indemnity : DELETED

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

CLAUSE 68 :-Setting Out : The contractor shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labor in connection therewith. If at any time, during the progress of the work, any errors to rectify such errors by the Engineer in charge shall at his own expense do so to the satisfaction or the Engineer in charge. If however such error is based on incorrect data supplied in writing by the Engineer in charge, the expenses of rectifying the same shall be borne by the Department. The checking of and setting out of any line or level by the Engineer in charge or his representative shall not in any way, relive the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all bench marks, site nails, page and other things used in setting out of the work(s).

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

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

(2) Contractors registered in special category-1 (Roads) will have to procure and keep available on site two core cutting machines, similarly those registered in special category-2(Roads) will have to procure and keep available on site one core cutting machines on ownership basis. The thickness of sub base and base layers of road will be tested by taking cores and recording results of layer thickness in paver site register. (R & B D Circular No. RGN-60-2006-35-C dated 26-5-06)

(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 RGN-602006(35)C Dt.31-5-2017)

CLAUSE 71 :-Progress Schedule :(a) The contractor shall furnish within one month (unless extended by the Engineer in charge)of the order to start the work, the progress schedule in quadruplicate indicating the date of starting, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The 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 labor 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 alternation in the same, which the contractor shall adopt on notice thereof.

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

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

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

CLAUSE 72 :- DELETED

CLAUSE 73 :-Advance Payment : DELETED

CLAUSE 74 :-Advance Against Machineries : DELETED

CLAUSE 75 :-Mobilisation Advance : DELETED

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

CLAUSE 77.1 :-One percent of estimated cost put to tender for this work after deducting the cost of materials as per Schedule 'A' valued at basic rate in the sanctioned estimate shall be deducted from the running account bills of the contractor for testing the quality of materials and workmanship, no additional testing charges in addition to the above shall be recovered from the contractor (Applicable to R & B Works only) (G.R. No. R & B TNC-1085-4-C, Dated 20-12-91).

The Engineer in charge will get the cement and steel tested in laboratories of GERI Engineering Colleges, Polytechnics, Engineers India Ltd. DGTD and other laboratories approved by R & B or Water Resources Department or Industries Department and the test results of these Laboratories will be binding to the Contractor about suitability of use of materials (G.R. No. R & B TNC-1088-1B-220-18-C, Dated 31-3-05).

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

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

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

The contractors registered in special categories of Roads, Bridges and Building 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 all road material testing and asphalt testing.

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

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

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

3. Ductility test as per I.S. 1208 4. Viscosity test as per I.S. 12065. Specification gravity test as per I.S. 1202.

The instruments provided should be as per I.S. Standard so certified and be regularly and periodically calibrated. Frequency of tests will be as indicated in specifications and as referred in R & B D G.R. No. SSR-1099-IB/91(9)-C, Dated 26-7-1999

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 dt, 23-3-2017) when the contractor is awarded contracts for such works as contractors registered in special category he will to shift one such laboratory on this site of work or will have to provide mobile laboratory.

Works Other than Roads, Bridges and Building:

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 workman ship of items to be executed under this contract. This will include facilities of testing of (A) Aggregates (B) murrum- soil (c) sand (D) Briks (E) Concrete including non destructive tests line ultrasonic test (F) bituminous mix if these are relevant items to be executed (Para-1 R&B Circular PRACH-10-2007-28-S dt. 16-2-2009)

77.2. the schedule showing number and type of tests of lists 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.

7.3. Site laboratory tests will be carried out by qualified engineer or of the contractor to whom I card is given by the Executive Engineer and in the presence of Section officer / dy. Executive engineer or Executive Engineer in charge of the work.

77.4. 80% of site tests will not be carried out at one time but will be related to the progress of work and consumption of material.

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

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

77.7. One percent 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 Dt. 10-5-85 read with R&B Deptt. Circular No. GUNIJAN-2015-GUNI-Dt. 4-12-2015)

ખંડ-૭૭.૧ : કંન્ટ્રાક્ટર દ્વારા પુરા પાડવામાં આવેલ સામાનના કેટલા પરિક્ષણો કરાવવા તે અંગે ના શેડ્યુલ ઓફ ટેસ્ટીંગ આ જોડે સામેલ છે આ પરિક્ષણો પૈકી ૧૦% પરિક્ષણો માન્ય લેબોરેટરી/ ગેરી, બીજા ૧૦% પરિક્ષણો ગેરી લેબોરેટરી અને બાકીના ૮૦% પરિક્ષણો ફીલ્ડ લેબોરેટરીમાં કરાવવાના રહેશે. પરંતુ ગેરીમાં નીચેના પૈકી ઓછામાં ઓછું એક પરિક્ષણ ગેરી લેબોરેટરીમાં તથા ખોછામાં ઓછું એક પરિક્ષણ ગેરી/ સરકાર માન્ય લેબોરેટરીમાં અને બાકીના સ્થળ ઉપર સ્થાપેલ લેબોરેટરીમાં કરવાના રહેશે.

એ. એગ્રીગેટ (૧) ગ્રેડેશન (૨) ફલેકીનેસ અને ઈલોન્ગેશન વેલ્યુ (૩) ઈમ્પેક્ટ વેલ્યુ. (૪) વોટર એબ્સોર્પશન. બી. માટી. (૧) ફીલ્ડ એફ.ડી.ડી. અને એફ.એમ.સી. (૨) સીવ એનાલીસીસ સી. રેટી. (૧) ગ્રેડેશન ડી. ઈટો (૧) ડાયમેન્શન અને ટોલરન્સ ટેસ્ટ (૨) વોટર એબ્સોર્પશન. ઈ. કોન્ક્રીટ (૧) નોન ડીસ્ટ્રક્ટીવ ટેસ્ટ (અલ્ટ્રાસોનિક ટેસ્ટીંગ પદ્ધતિથી (૨) સ્લમ્પ ટેસ્ટ (૩) કોમ્પ્રેસીવ સ્ટ્રેન્થ એફ. બીટ્યુમીનસ મીક્સ (૧) ડામરની ટકાવારી જી. ડ્રાય મીક્ષ મટીરીયલ (૧) ગેડેશન.

૭૭.૧.૨ : સ્થળ પરના પરિક્ષણો માટે ઈજારદારે સ્વખર્ચે જરૂરી તમામ સાધનો સહિતની ફીલ્ડ ટેસ્ટીંગ લેબોરેટરી કામના સ્થળે યોગ્ય જગ્યા ઉપર થાપવાની રહેશે. રસ્તાના કામ માટે પ્લાન્ટના સ્થળને કામનું સ્થળ ગણવામાં આવશે પરંતુ કામનું સ્થળ લેબોરેટરીથી દુર હોય તો ઈજારદારશ્રી ઝારા મોબાઈલ લેબોરેટરીની જરૂરી વ્યવસ્થા રાખવાની રહેશે.

૭૭.૧.૩ : ધારાધોરણ પ્રમાણેના પરિક્ષણોની સંખ્યા પૈકી ૮૦% પરિક્ષણ ફીલ્ડ લેબોરેટરીમાં ઈજારદારના અધિકરત કવોલીફાઈડ ઈજનેર કે જેઓને સંબંધિત કાર્યપાલક ઈજનેરશ્રીએ આઈ. કાર્ડ આપેલ હોય તેમના દ્વારા ખાતાના નાયબ કાર્યપાલક ઈજનેરશ્રી/ મદદનીશ ઈજનેર / અધિક મદદનીશ ઈજનેરની હાજરીમાં જ કરવાના રહેશે અને પરિક્ષણોમાં સંયુક્ત સહીઓ કરવાની રહેશે. જ્યારે ૧૦% પરિક્ષણ ગેરી / સરકાર દ્વારા માન્ય લેબોરેટરી (ઓછામાં ઓછું એક પરિક્ષણ) અને ૧૦% ગેરી લેબોરેટરીમાં (ઓછામાં ઓછું એક પરિક્ષણ) મારફતે કરાવવાના રહેશે.

૭૭.૧.૪ : કુલ પરિક્ષણોના ૮૦% પરિક્ષણ એક જ સ્થળે, એક જ સમયે એક જ તબક્કામાં નહીં કરતા કામની પ્રગતિ મુજબ જે તબક્કાએ જે તે કામગીરીને અનુરૂપ જે મટીરીયલ્સ વાપરવાનું થતું હોય તદનુસાર શરૂઆતના તબક્કામાં રાખવું તથા વચ્ચેના તબક્કામાં તેમ જ આખરી તબક્કામાં કરાવવાનું રહેશે. આમ છતાં આ બાબતે સ્થાનિક કક્ષાએથી નાયબ કાર્યપાલક ઈજનેરશ્રીએ જરૂરીયાત મુજબ તબક્કાવાર પરિક્ષણો નક્કી કરશે.

૭૭.૧.૫: ગુણવત્તા નિયમનના ધારા-ધોરણ પ્રમાણેના બધાજ રજીસ્ટર નિયમિત રીતે નિભાવવાના રહેશે, અને જે તે સ્થળે લેબોરેટરીમાં ઉપલબ્ધ રહે તેમ રાખવાના રહેશે.

૭૭.૧.૬ :જો કોઈ કારણસર ટેસ્ટીંગના સાધન અપ્રાપ્ય હોય અથવા વસાવવામાં સમય જાય તેમ હોય કે વ્યવહાર ન હોય (જેમ કે ઈલેક્ટ્રોમેટ્રીક બેરીંગ) તો આવા પરિક્ષણો ગેરી/ સરકારમાન્ય સંસ્થાઓમાં કરાવી શકાશે અને આ બાબતનો નિર્ણય સંબંધિત કાર્યપાલક ઈજનેરશ્રી / નાયબ કાર્યપાલક ઈજનેરશ્રી કરશે જે કોન્ટ્રાક્ટરને બંધનકર્તા રહેશે. ગેરીમાં ન થઈ શકે તેવા ટેસ્ટ સરકાર માન્ય લેબોરેટરીમાં કરાવી શકાશે.

૭૭.૧.૭ :ગેરીમાં ટેસ્ટીંગ કરાવતા સમયે ગેરીનો ટેસ્ટીંગ ચાર્જ ત્વરિત ભરવાનો રહેશે. જેથી પરિક્ષણના પરિક્ષણો સમયસર મેળવી શકાય (મા.મ. વિભાગનો તા. ૩૧-૧૨-૦૮ નો પરિપત્રાંક : પરચ/ ૧૦૨૦૦૭/ ૨૮/ સ)

CLAUSE 77.1 Deduction of GST from bills : The following Tax deduction shall be made from each bill payable to the contractor (1) 1% of the value of amount payable towards SGST. (2) 1% of the value of amount payable towards CGST. TDS Certificate for taxes deducted will be issued to the contractor. (FD.G.R. No. GST/1017/1097/GST cell Dt. 15-9-2018)

ખંડ -૭૮ ચૂકવણાના બીલમાંથી થયેલ કામની કિંમતનાં એક ટકા લેખે "બીલ્ડીંગ એન્ડ અધર કન્સ્ટ્રક્શન વર્ક્સ વેલ્ફેર સેસ એક્ટ" અને તે હેઠળ ઘડાયેલ ગુજરાતનાં ૧૯૮૮નાં નિયમોનાં નિયમ પની જોગવાઈ મુજબ ઉકત સેસ નો ફાળો વસુલ કરવામાં આવશે. (શ્રમ અને રોજગાર વિભાગની તારીખ ૩૧-૧-૨૦૦૫ની અધિસૂચના ક્રમાંક જી. એચ. આર. /૨૦૦૫/૦૪/સી. ૩૭૯. એ. /૨૦૦૪/૮૪૧/મ-૩ અને તે વિભાગનો તારીખ ૯-૧૨-૦૫નો ઠરાવ ક્રમાંક સી. ૩૭૯. એ./૨૦૦૪/૧૮૩૧/મ-૩)

ખંડ-૮૦ : કામની સાઈટ ઉપર જાહેરજનતાની જાણ માટે ઈજારદારશ્રી નીચે મુજબના લખાણવાળા બોર્ડ તેના સ્વખર્ચે લગાવશે.

(૧) કામનું નામ(કામનો પ્રકાર)	:	(૬) સુપરવાઈઝરી સ્ટાફના નામ	:
(૨) વિભાગનું નામ અને સરનામું	:	(૭) કામ શરૂ કરવાની તારીખ:	:

(૩) પેટા વિભાગનું નામ અને સરનામું : (૮) કામ પુરૂ કરવાની તારીખ :
 (૪) ટેન્ડરની રકમ : (૯) કરવાના કામની ટુંકી વિગત :
 (૫) ઈજારદારશ્રીનું નામ :

રસ્તાના કામો :

— માટી કામની જાડાઈ _____ સે.મી — મેટલના પ્રથમ સ્તરની જાડાઈ _____ સે.મી
 — ડામરની સપાટીનું કામ _____ સે.મી — મેટલના બીજા સ્તરની જાડાઈ _____ સે.મી
 (_____ કપચી, _____ ગ્રીટ અને _____ ડામર વાપરાવાનો)
 — ડામરની સીલીંગ સરફેસનું કામ _____ સે.મી.
 (_____ કપચી, _____ ગ્રીટ અને _____ ડામર વાપરાવાનો)

પુલના કામો :

— પુલનાં _____ લંબાઈના _____ ગાળા — પુલના પાયાના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી)
 — પુલનાં થાંભલા/અબટમેન્ટના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી) — સુપર સ્ટ્રક્ચરના કોન્ક્રીટનું પ્રમાણ _____
 _____ (સીમેન્ટ, કપચી, રેતી)
 — અન્ય વિશેષ જોગવાઈ.

મકાનના કામો :

— પાયાના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી) — ઈટોનાચણતરમાસીમેન્ટ/રેતીનું પ્રમાણ _____ (સીમેન્ટ, રેતી)
 — ભોંયતળિયાના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી) — ભોંયતળિયે _____ સે.મી જાડાઈની _____ સે.મી સાઈઝની મોઝેક ટાઈલ્સ
 — બારી બારણા — સાગી લાકડાના / સ્ટીલ ફ્રેમ અન્ય.

આર.સી.સી. કામો :

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

૧. આ કામના વિગતવાર સ્પેશીફિકેશન નાયબ કાર્યપાલક ઈજનેરશ્રી, _____ પેટા વિભાગની કચેરીમાં ઓફીસના સમય દરમિયાન કોઈપણ સમયે જોઈ શકશે. આ કામની માલિકી જાહેર જનતાની છે. અને કામમા કોઈ ક્ષતિ કે અનિયમિતતા જણાય, તો તે બાબતમાં નીચેના કોઈપણ અધિકારીનો સંપર્ક કરવા તથા તેમનું ધ્યાન વિનંતી છે.

(૧) નાયબ કાર્યપાલક ઈજનેરશ્રીની કચેરી — (૨) કાર્યપાલક ઈજનેરશ્રીની કચેરી — (૩) અધિક્ષક ઈજનેરશ્રીની કચેરી —
 ૨ : મકાન જેવા સીમીત ક્ષેત્રફળ માટે એક બોર્ડ મુકવું જરૂરી છે. જ્યારે રસ્તા, પુલોમાં, પાણીની પાઈપ લાઈન, ગટર લાઈન, કેનાલ વગેરે કામોમાં લંબાઈનો વ્યાપ વધુ હોય ત્યારે આવા કામોમા એક કરતા વધુ બોર્ડ (જનતાની અવર જવર વધુ હોય ત્યાં તેમ જ બંને છેડા ઉપર અને વચ્ચે) ટ્રાફિક સલામતીને ધ્યાને રાખી બોર્ડ મુકવાના રહેશે.

ઈજારદારશ્રી નિયત સ્થળે બોર્ડ લગાવીને ફોટોગ્રાફ સહિતનો અહેવાલ આ કામ સંબંધિત નાયબ કાર્યપાલક ઈજનેરશ્રીને કાર્યપાલક ઈજનેરશ્રીની જાણ હેઠળ વર્કઓર્ડર ઈસ્યુ કર્યાની તારીખની એક મહિનામાં કરશે. જો તેમ કરવામાં વિલંબ થાય તો વિલંબિત સમયમાં ચુકવવાના રનીગ બીલમાંથી ટેન્ડરની રકમના ૦.૨૫ % થી ૧% જેટલી રકમ રોકવામાં આવશે (મા.મ. વિભાગના તા. ૨૬-૪-૭૮ ના પરિપત્ર તથા તા. ૨૭-૧૧-૮૦, ૧૮-૧૧-૮૧, ૨૨-૭-૮૮ તથા તા. ૫-૩-૨૦૧૧ ના ઠરાવ ક્રમાંક ટીએનસી - ૧૦૮૦ - ૨૪ અ સ, આધારિત.

ANNEXURE – 1

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

To

The Executive Engineer

PLACE :

Division :

DATE :

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

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

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

Dated Signature of Tenderer.

ANNEXURE – 2

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

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

(૧) મકાનો

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

(૨.) રસ્તાઓ કામના સ્થળ ઉપરના ભાવ

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

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

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

(૪.) પુલોના કામો : કામના સ્થળ ઉપરના ભાવ

અ. નં	ટેન્ડર આઈટમ નંબર	માલસામાનની વિગત	ખાણ પ્રતી સ્થાન	લીડ કી. મી. (સરેરાશ) યુનીટ	યુનીટ	દર રૂ.
		મશીન કસ્ટ મેટલ કપચી ગ્રીટ રેતી હાઈ ટેન્સાઈલવાયર			ઘ.મી ઘ.મી ઘ.મી ઘ.મી મે. ટન	દર

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

ANNEXURE – 3

PERFORMANCE BOND (See clause No. 1)

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

Principal (Contractor)

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 up to the Hereinafter called Employer in the amount stated for

payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents subject to the provisions of which the aforesaid Contractor on demand and without demand on a claim being made by the Employer.

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

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

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

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

In the presence of witness.

Individual

Principal

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

by affix Corporate Seal
Attested Corporate surety
Business address

Affix bycorporate Seal
Title

For and on behalf of the Employer.

ANNEXURE – 4

LIST OF WORKS ALREADY COMPLETED BY THE TENDERER

ઈજારદારે પૂરા કરેલ કામની યાદી

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

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ANNEXURE – 5

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

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

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

ANNEXURE – 6

DECLARATION REGARDING WORKS ON HAND WITH TENDERER

ઈજારદારના હાથ પર હોય તેવા કામોની વિગત

Sr. No. ક્રમાંક	Name of Work કામનું નામ	Place સ્થળ	Estimated cost અંદાજી કિંમત	Date of issue of work order. કામ શરૂ કરવાના હુકમની	Stipulated period of completion. કામ પૂરું કરવાની નિયત મુદત	Amount of work done on date of filling tender. ટેન્ડર ભર્યા	Brief details of delay if any. ઢીલ જો થયેલ હોય તો તેના	Remarks વિશેષ નોંધ

				તારીખ.		તારીખે	કારણ	
1	2(a)	2(b)	3	4	5	6	7	8

Signature of Tenderer with Date/ઈજારદારની તારીખ સાથેની સહી

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

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

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

ANNEXURE – 7 Special condition of Contract.

Special Condition No.1 : If bids are invited by district panchayat the words “ by order of “ or” on behalf of the Goivernor of Gujarat” shall be read “ on behalf of the President of District panchayat” in place of designation of State Engineers other than Executive engineer, the words. “P.W.D. committee/karobari Committee of District Panchayat will be read and so under stood.

Special Condition No.2 : If the item specification provide for mixing wetmix macadam at plant site the three Registers prescribed to be maintained for Asphalt items on the basic of Hot. Mix Plant as per PWD circular no. GUNIV/Gen/88/H dt. 7/8/1980 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 basic of weight of wetmix as per gate pass 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. PARACH-102015-55-C-dt. 4-11-2015)

SCHEDULE ‘A’ અનુસૂચિ 'ક'

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

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

Particulars વિગત	Approximate quantity અંદાજી જથ્થા	Rate at which the materials will e charged to the contractor કોન્ટ્રાક્ટર પાસેથી માલસામાન માટે લેવાનો થતો દર		Place of delivery ડિલિવરીનું સ્થળ
1	2	3	4	5

		Unit એકમ	Rate in Rupees ભાવ રૂપિયામાં	
NIL				

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

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

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

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

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

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

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

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

Deputy Executive Engineer
Panchayat (R&B) Sub Division
Botad

Executive Engineer
Panchayat (R&B) Division
Botad

SCHEDULE 'B' અનુસૂચિ 'ખ'

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

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

As per Attached sheet						

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

Estimated amount Put to tender Rs.....	Estimated amount Put to tender Rs.....
Deduct% below Rs.....	Add% above Rs.....
Net Rs.....	Total Rs.....
In words	In words
(*Please strike out whichever is not applicable).	

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

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

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

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

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

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

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

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

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(Corrected upto 1-9-2021)

SCHEDULE - C

(See clause No. 2)

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

Time Schedule of Completion

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

<u>Building work</u>		
25 %	10 %	0.1 %
50 %	40 %	0.1 %
75 %	80 %	0.1 %
100 %	100 %	0.1 %
<u>Road work</u>		
25 %	10 %	0.1 %
50 %	40 %	0.1 %
75 %	80 %	0.1 %
100 %	100 %	0.1 %
<u>Bridge work</u>		
25 %	10 %	0.1 %
50 %	40 %	0.1 %
75 %	80 %	0.1 %
100 %	100 %	0.1 %

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

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