

ફોર્મ ખ-૧

**GUJARAT STATE ROADS & BUILDING DEPARTMENT /
WATER RESOURCES DEPARTMENT**

ગુજરાત રાજ્ય માર્ગ અને મકાન વિભાગ—

જળ સંપત્તિ વિભાગ

PERCENT RATE TENDER AND CONTRACT FOR WORKS

કામો માટેનું ટકાવારી દરવાણુ ટેન્ડર અને કોન્ટ્રાક્ટ

Name of work:

Division:

Issued to Shri/ MS

શ્રી.....ને આપ્યું.

વિભાગીય હિસાબનીશ,
પંચાયત સિંચાઈ વિભાગ
પાટણ

Opened by Executive Engineer, Panchayat Irrigation Division, Patan on date at
0.00 Hrs.

કાર્યપાલક ઈજનેર
પંચાયત સિંચાઈ વિભાગ
પાટણ

MEMORANDUM OF WORKS IN BRIEF

- 1) Name of work
- 2) Estimated Cost ₹. 0/-
- 3) Earnest Money ₹. 0/-
- 4) Validity period of tender offered 90/120 days from the stipulated date of opening of price bid but no modification shall be allowed after down loading of tender.
- 5) **Security Deposit**
 - (i) In the form of small savings or Narmada Bonds (of minimum one year time limit.) ₹. 0/-
(2.5% of Est. Cost.)
 - (ii) To be deducted from bills (2.5% of Est. Cost.) ₹. 0/-
 - (iii) Performance bond of Schedule Bank ₹. 0/-
(5% of Est. Cost put to Tender.)

Total ₹. 0/-
- 6) Tender Fee ₹. 0/-
- 7) Time allowed for completion of the work from the date of written order to commence () Months
- 8) (i) Down Loading of Tender Document. From 00/00/2013 To 00/00/2013 up to 0.00 Hrs.
(ii) Date on or before which the tender must be submitted Online. Dt. 00/00/2013 up to 0.00 Hrs.
(iii) Mode of sending the tender (a) Online through e-tendering only.
(b) Tenders sent by post will stand out rightly rejected.
(iv) Description essential to be made on bid documents sent by post. a) Name of Work.....As above
(v) Mode of quoting rate in Schedule "B" In figures as well as words

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**Pages 5 & 6 are for E tendering of B-1 Tender Forms only
DATA SHEET FOR B-2 E-Tendering.**

(A) Details of Tender Item:

Sr. No.	Name of Work	Estimated Tender Value	EMD	Tender fee in ₹	Total Security Deposit	Period for Completion of work.
1		₹. 0/-	₹. 0/-	₹. 0/-	₹. 0/-	0 () Months

B	Eligibility:	Registered “ ” Class or above.
C	Schedule for e-tendering is fixed as under:	
i	Site Visit (if any)	Up to date 00/00/2013 during Office hours.
ii	Downloading of tender documents Start & End Date	From date 00/00/2013 Up to date 00/00/2013 Till 00:00 hrs.
iii	Online submission of bid	Up to date 00/00/2013 Till 00:00 hrs.
iv	Submission of EMD, Tender Fee, Copy of registration, Pan card and Bank solvency.	It should be sent in original through RPAD/ Speed Post only so as to reach the office of tender inviting authority from 00/00/2013 to 00/00/2013 during office hours.
v	Online opening of bid:	On 00/00/2013, after 12:00 hours at the Office of the Executive Engineer, Panchayat Irrigation Division, Patan, if possible.
vi	Bid Validity period	90/120 days from the end date of downloading Bid.

- ❖ Bidders can download the tender documents free of cost from the Website: www.nwr.nprocure.com
- ❖ Bidders have to submit Bid in Electronic format only on above mentioned website till the date & time shown above.
- ❖ Offers in Physical form will not be accepted in any case.

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

D	(i) Bid inviting Authority (ii) Bid Opening Authority	Executive Engineer, Panchayat Irrigation Division, Patan. Executive Engineer, Panchayat Irrigation Division, Patan.
E	Mode of Quoting Rates	Percent Rate in words and figures.

The list of certifying agencies are as mentioned under:		
Sr. No.	Name of Certifying Agency	Website Address
1	(n) Code solution (G.N.F.C.)	www.gnvc.com .

2	Safecrypt	www.safescrvpt.com
3	TCS	www.tcs.-ca.tcs.co.in
4	MTNL	www.mtnltrustline.com

As a result of E-tendering the information/ instructions on Pages 7 to 13 following may be read as modified below : Page – 7 Para 5 is deleted and Para 4, 9 and 12 on these pages are substituted as under.

NOTICE INVITING TENDER

4. Bid document can be downloaded & submitted in Electronic Format online from web site www.nwr.nprocure.com from 00/00/2013 to 00/00/2013 up to 00:00 hours.
9. The bidder should quote his bid premium or rebate at the end of Schedule B. If he do not wish to quote premium or rebate, he should indicate “at par” in the blank space preceding “ % above /” below” in Schedule B. Thereafter he should work out and indicate the offered bid amount both in words and figures in Schedule B.
12. The Offered bids will be opened at 00:00 hours on 00/00/2013 in the presence of bidders who may choose to remain present in the office of the Bid opening Authority Specified in bid documents.

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

- 2.1 (i) The Bids shall be offered in Electronic format only on online website www.nwr.nprocure.com
- (ii) **Payment of Tender Fee and Earnest Money Deposit:** “Demand Draft for E.M.D.& Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & tender Fee is received electronically. However for the purpose of realization of D.D. bidder shall send the D.D. in original through R.P.A.D. so as to reach to Executive Engineer, Panchayat Irrigation Division, Patan up to 00/00/2013. Penalty action for not submitting D.D. in original to Executive Engineer by bidder shall be initiated. D.D. for Exemption Certificate is not necessary. However exemption Certificate shall have to be submitted electronically through online. Any documents in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc.) & hard copy will not be accepted separately”. (R & B Circular Noઈ પરચ-૧૦૨૦૦૮-૫-સ, તા.૧૮-૧-૨૦૦૮).

Instruction 9, 10, 10A and ૧૨ક ARE DELETED

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

- (i) The bidder proposes any alteration in the work specified or in the time allowed for carrying out the work or any condition or correction made in any code or mode of Schedule-B or Specifications.
- (ii) The bidder or the person authorized to sign on behalf of the bidder does not digitally sign the bid offer.

Signature of Contractor
કંટ્રાક્ટરની સહી

Signature of Executive Engineer
કાર્યપાલક ઈજનેરની સહી

FORM B-1

GUJARAT STATE NARMADA WATER RESOURCES WS & K DEPARTMENT PERCENTAGE TENDER AND CONTRACT FOR WORKS

કામો માટેનું ટકાવારી – દરવાણું ટેન્ડર અને કંટ્રાક્ટ

Circle: Gandhinagar Panchayat Irrigation Circle, Gandhinagar.
Division: Executive Engineer, Panchayat Irrigation Division, Patan.

ADDITIONAL INSTRUCTIONS TO PERSONS TENDERING ટેન્ડર ભરનારને વધારાની સુચનાઓ

1. **Competency of Tender** – No contract will be awarded except to responsible bidders capable of performing the class of works contemplated. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within in the time stipulated. Contractor may be required to furnish the department with the statement as to their experience and their financial status.
2. Tender will be deemed to have inspected the site and to have satisfied as to the nature of all works, all existing roads, water-way and other means of communication and access to and from the site and work and the building that may be required for temporary purpose in connection with the construction , completion and maintenance of the works and must make his own inquiries as to work, yard sites and depot, and dumps and as to acquisition of such additional sites and areas as may be necessary for temporary purpose for constructing, completing and maintaining the works.
- 2.1 The tenders shall be received only under “**Online through e-tendering**” No other system, namely receiving of tenders by Hand Delivery ‘or’ by Express Delivery ‘or’ in person, should be adopted under any circumstances .
I: Late tenders (i.e. tender received after the specified time of opening), delayed tenders (i.e. tenders received before the time of opening but after due date and time of receipt of tenders) and post tenders offers shall not be opened and considered at all.
II: The tenders received after time & the date specified in the tender notice shall not be received by the concerned office,
III: Necessary records should be maintained for refusal of such tenders in the registers for receiving tenders and should be initiated by the concerned Executive Engineer.
- 3 **Payment:-** The tender must understand clearly that the rates quoted are for completed works and include all costs due to labour, scaffolding plant, supervision, service works, power, royalties and octroi etc. , and to include all extras to cover the cost of night work if and when required and no claim for additional payment beyond the price/rates quoted will be entertained and the tenderer will not be entitled subsequently to make any claim on the ground of misrepresentation or on the ground that he was supplied with information given by any person (whether the member is the employee of Public Works Department or not) . Any failure on his part to obtain all necessary information for the purpose of making his tender and filling the several prices and rates therein shall not relieve him from any risks or liabilities arising out. Of or consequent upon the submission of the tender.
3. ચુકવણી – ટેન્ડર ભરનારે એ વાત સમજી લેવાની રહેશે કે તેણે ટાંકેલા દર પુરાં થયેલા કામ માટેના છે અને તેમાં મંજૂરી, પાલખ, પ્લાન્ટ, દેખરેખ, સર્વિસ-કામગીરી, વીજળી, રોયલ્ટી અને ઓકટ્રોય વગેરે અંશે તમામ ખર્ચનો તથા જરૂરી જણાય તો અને ત્યારે રાતપાળીના કામને આવરી લેવા બધાજ વધારાના ખર્ચનો સમાવેશ થશે અતે ટાંકેલા ભાવ કે દર કરતા વધારાની કોઈ ચુકવણી અંગેના તેમના કોઈ દાવા ધ્યાનમાં લેવાશે નહીં અને ટેન્ડર ભરનાર ખોટી રજૂઆતને કારણે અથવા કોઈ વ્યક્તિએ (પછી તે બાંધકામ વિભાગનો કર્મચારી હોય કે ન હોય) તેમને આપેલી માહિતીના આધારે પાછળથી કોઈ દાવા રજૂ કરવા હકદાર રહેશે નહીં. તેમનું ટેન્ડર ભરવા તથા તેમાં જુદા જુદા ભાવ અને દર ભરવા માટે જરૂરી એવી તમામ માહિતી પાતાના પક્ષે ન મેળવી શકવાને કારણે પોતે ટેન્ડર રજૂ કરવાને લીધે અથવા તેમાથી ઉભા થતા કોઈ જોખમ કે જવાબદારીઓમાંથી છટકી શકાશે નહીં.
4. **Tender Forms** – Every ‘blank’ in the form of the tender and in the schedule must be filled up by the tenderer and must return the document sent herewith.
૪. ટેન્ડર ફોર્મ – ટેન્ડર ફોર્મ અને દરેક દરેક ખાલી જગ્યા ટેન્ડર ભરનારે ભરીને આ સાથે મોકલેલ દસ્તાવેજ પરત કરવાના રહેશે.

5. Bidders can prepare and edit their offers number of times before tender submission date and time. After tender submission date and time, bidder can not edit their submitted offer in any case. No written or online request in this regard shall be granted.
૫. સુધારો વધારો :- ટેન્ડર ભરનારને જણાવવામાં આવે છે કે તેઓ ટેન્ડર ઓનલાઈન સબમીટ કરવાની છેલ્લી તારીખ તથા સમય સુધી તેમની બીડ ઓફર ચાહે તેટલી વાર સબમીટ કરી સુધારી શકે છે. ટેન્ડર સબમીશનની તારીખ તથા સમય વિત્યા બાદ તેઓ તેમની ઓફરમાં કોઈપણ પ્રકારનો સુધારો કરી શકશે નહીં અને આ બાબતે તેઓની કોઈપણ લેખિત કે ઓનલાઈન વિનંતી ગ્રાહ્ય રાખવામાં આવશે નહીં.

Contractors to please read this Carefully: કોન્ટ્રાક્ટરોએ નીચેની બાબતો કાળજી પુર્વક વાંચવા વિનંતી છે.

1. The percentage in Schedule 'B' must be given in words and figures. Amount thus worked out must also be entered in column and grand total of amount must be struck out by the tenderer.
૧. વધુ કે ઓછાની ટકાવારીના દર શબ્દો તેમજ આંકડામાં આપવા. ટેન્ડર ભરનારે આ રીતે બનતી રકમ પણ ખાનામાં નોંધવી અને રકમનો કુલ સરવાળો મુકવો.
2. If the tender is taken in favour of the company, a power of attorney in favour of the person who may have signed the tender for the company must accompany the tender.
૨. કોઈ કંપનીને નામે ટેન્ડર લેવામાં આવ્યું હોય તો કંપની વતી ટેન્ડર પર સહી કરનાર વ્યક્તિને અધિકૃત કરતું મુખત્યારનામું ટેન્ડર સાથે રજૂ કરવાનું રહેશે.
3. Solvency certificate of a Bank of an amount up to 20% of the tendered cost plus the amount of works on hand still to be executed will have to be produced by the contractor.
૩. ટેન્ડરમાં ભરેલ કુલ ખર્ચ વત્તા બાકી હોય તેવા હાથ ધરેલાં કામની રકમના ૨૦ ટકા જેટલી રકમ અંગે બેંકનું પ્રમાણપત્ર કોન્ટ્રાક્ટરે રજૂ કરવાનું રહેશે.
4. Challan/ Draft or exemption certificate for earnest money @ 1% of the estimated cost must accompany the tender. Tenderer may pay earnest money in the form of Crossed Demand Draft or fixed deposit of fixed deposit at-call receipts with a validity period of not less than six months of Nationalised or Scheduled Bank or Narmada Shrinidhi FD having 5 year standing drawn in favour of Research Officer, Hydraulic Division, GERI, Gotri, Vadodara. Earnest money by cheque & Bank Guarantee shall not be accepted. Vide R & BD G.R. No. TNC/1090/(100) (4)-C dated 4-11-2000
- The Contractors who have secured exemption certificate for payment of earnest money by depositing Lump Sum earnest money Deposit need not pay earnest money, but produce the certified copy of the exemption certificate along with the tender.
- If the contractor do not turn up to pay the Security Deposit and execute contract agreement within specified (or extended) time after intimation to him about acceptance of this offer, the earnest money paid for this work will be forfeited and according to clause -1 of this tender form tenderer's tender shall be rejected and then according to aforesaid provision of tender, action to blacklist the contractor will be initiated without Delay.
5. The contractor shall have to furnish PAN and intimate IT Ward under which he is assessed Income Tax Clearance Certificate before his tender is accepted and intimate assessment number and ward under which he is assessed.
૫. પોતાનું ટેન્ડર સ્વીકારાય તે પહેલાં કોન્ટ્રાક્ટરે આવકવેરો ચુકતે કર્યાનું પ્રમાણપત્ર રજૂ કરવું પડશે અને આકારણી નંબર અને જે હેઠળ આકારણી કરાઈ હોય તે વોર્ડ અંગેની જાણ કરવાની રહેશે.
6. Copies of certificate as regards previous experience, if any, must accompany the tender.
૬. અગાઉનો કોઈ અનુભવ હોય તો તે અંગેના પ્રમાણપત્રની નકલો ટેન્ડરો સાથે રજૂ કરવાની રહેશે.
7. Declaration showing all works on hand with the Contractor and the value of works that remains to be executed in each case must accompany the tender.
૭. દરેક કેસમાં કોન્ટ્રાક્ટરના હાથ પરના બધા કામ અને કરવાના બાકી હોય તેવા કામના મુલ્ય અંગેનો એકરાર ટેન્ડર સાથે કરવાનો રહેશે.

8. All pages of Schedule 'A' and 'B' and specifications should be digitally initialled by the Contractor.

૮. અનુસૂચિ 'ક' અને 'ખ' ના તમામ પાના અને વિગતો પર કોન્ટ્રાક્ટરે ટુંકી સહી કરવી.

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

૯. તમામ સુધારા, છેકછાક અને ઘુટેલા લખાણ પર કોન્ટ્રાક્ટરે ટુંકી સહી કરવી.

10 Discrepancies and adjustment of Errors: કસૂર અંગે વિસંગતિ અને હિસાબ જોગ :

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

હાથ ધરવાના કામોની બાબત દર્શાવતી અનુસૂચિ 'ખ' માંના જથ્થા અથવા રકમની કોઈ પણ ભુલચુક નીચેના નિયમો અનુસાર સરભર કરવામાં આવશે.

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

(ક) ટેન્ડર ભરનારે દરના ખાનામાં જણાવેલ શબ્દો અને આંકડા વચ્ચે કોઈ અસંગતિના કેસમાં શબ્દોમાં જણાવેલ રકમ માન્ય રાખવામાં આવશે.

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

(ખ) એકમ દર અને જથ્થાના ખોટા ગુણાકારના કારણે કામની બાબતો દર્શાવતી અનુસૂચિ "ખ" ના ખાનામાંથી રકમમાં ભુલ જણાય તો એકમ દર માન્ય રાખવામાં આવશે અને દરના આધારે ગુણાકાર સુધારવામાં આવશે.

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

(ગ) રકમના ખાનામાંથી તેમજ આગળ ખેંચતા સરવાળાની તમામ ભુલો સુધારવામાં આવશે.

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

(ઘ) "બાબતો" અથવા "સરવાળા" સામે પુરે આંકડે કરેલ કોઈ પણ બાબત ધ્યાનમાં લેવામાં આવશે નહીં.

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

ટેન્ડર માટે ટેન્ડરમાં દર્શાવેલ રકમમાં કરવામાં આવેલ આ પ્રકારના ફેરફાર ટેન્ડરમાં ભરેલ રકમને બદલે મુકી સ્વીકૃતિ માટે વિચારવામાં આવશે.

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

૧૦.૧. ટેન્ડર રજૂ કરતા પહેલા ખાસ કરીને ઉપરની સુચતા નં ૧ થી ૧૦ માંની જરૂરીયાતોનું પાલન કરવામાં આવ્યું નહીં હોય તો ટેન્ડર અમાન્ય ગણવામાં આવશે તેની નોંધ લેવા વિનંતી છે. વળી આ ફોર્મનું મુખ પૃષ્ઠ અને કોન્ટ્રાક્ટરના માર્ગદર્શન માટે સામાન્ય નિયમો અને સુચનાઓ પણ કાળજીપૂર્વક વાંચવા વિનંતી છે.

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

૧૦. ૨. કોઈપણ કારણ દર્શાવ્યા સિવાય કોઈપણ કે બધા ટેન્ડરો અસ્વીકાર કરવાનો હક અબાધિત રહે છે.

10-A The tender documents shall have to be filled in.

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

૧૧. ઉપરની બાબતો ઉપરાંત ટેન્ડર નીચેના સંજોગોમાં તરત અમાન્ય ઠરવાને પાત્ર થશે.

i) The tenderer proposes any alteration in the work specified or in the time allowed for carrying out the work or any condition or correction made in any code or mode or Schedule 'B' or specifications.

૧) ટેન્ડર ભરનાર, નિયત કામ અથવા કામ માટે મંજૂર કરેલ અથવા અનુસૂચિ ખ ના કોઈ કોડ અથવા પદ્ધતિ અથવા વિગતોમાં મુકેલ શરત અથવા સુધારામાં કોઈ ફેરફાર સૂચવતા હોય.

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

૨) ટેન્ડરનું કોઈ પાનું કે પાના કાઢી નાખ્યું / નાખ્યા હોય કે બદલ્યું / બદલ્યા હોય

iii) All corrections , additions or pasted slips are not initialled by the tenderer.

૩) બધા સુધારા વધારા અથવા ચોટાકેલી કાપલીઓ ઉપર ટેન્ડર ભરનારે ટુંકી સહી ન કરી હોય

iv) Any erasure is made by him in the tender and.

૪) ટેન્ડરમાં તેમણે કોઈ છેકછાક કરી હોય, અને

v) The tenderer or in the case of a firm, each partner or the person holding the power of attorney thereof does not sign or signature is /are not attested by a witness on page, 15 of the tender in the space provided for the purpose.

૫) ટેન્ડર ભરનાર અથવા પેઢીની બાબતમાં દરેક ભાગીદાર અથવા તે અંગેનું મુખત્યારનામું ધરાવનાર વ્યક્તિ સહી ન કરે અથવા ટેન્ડરના પાના ૧૫ ઉપર તે માટે રાખવામાં આવેલી જગ્યામાં સહી / સહીઓ ઉપર કોઈ સાક્ષીએ સાખ કરી ન હોય.

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

૧૨) માન્ય કોન્ટ્રાક્ટ તરીકે નોંધણીનું પ્રમાણપત્ર નિયત કરેલ તારીખે રજૂ કરવાનું રહેશે.

Tender documents for

DECLARATION FORM એકરારનું ફોર્મ

(i) I/We hereby declare that I/We have visited the site and fully acquainted myself/ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting this tender.

૧. હું / અમે આથી એકરાર કરૂ છું / કરીએ છીએ કે આ ટેન્ડર રજૂ કરતાં પહેલા મે. / અમે સ્થળની મુલાકાત લીધી છે અને કામને લગતા માલસામાન, મજૂર અને બી બાબતોને લગતી સ્થાનિક પરિસ્થિતીની 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 કરૂ છું / કરીએ છીએ કે આ કન્ટ્રાક્ટરની શરતોની વિગતો અને ટેન્ડરને લગતા દસ્તાવેજો કાળ પુર્વક અભ્યાસ કર્યો છે અને તે મુજબ તેનો અમલ કરવા સંમત છું / છીએ.

(iii) I/ We agree to receive payments, if delay is due to late receipt of grant in aid from Government.

૩. સરકારથી તરફથી સહાયક અનુદાન મળવામાં વિલંબ થવાના કારણે જો કરેલ કામો અંગે ચુકવણું કરવામાં વિલંબ થાય તો તે ચુકવણું વિલંબથી લેવામાં અમારી સંમતિ છે.

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 or Atithi/ Vishram Gruha and in the circle as a Superintending Engineer in addition for Panchayat works not working nor having posting as chairman of P.W committee or as incumbent in Jilla Panchayat at today.

૪. હું / અમે આથી એકરાર કરૂ છું / કરીએ છીએ કે મારા/ અમારા નજીકના સગા આ વિભાગીય કચેરીમાં તેમજ તે હેઠળની પેટા વિભાગીય કચેરીઓમાં કાર્યપાલક ઈજનેર, નાયબ કાર્યપાલક ઈજનેર, મદદનીશ ઈજનેર, અધિક મદદનીશ ઈજનેર, ઈજનેર ઓવરસીયર, વિભાગીય હિસાબનીશ સ્ટોરકીપર, અતિથિ / વિશ્રામગૃહના મેનેજર તથા વર્તુળ કચેરીમાં અધિક્ષક ઈજનેરશ્રી તરીકે તથા તે ઉપરાંત પંચાયતનાં કામો માટે જિલ્લા પંચાયતમાં બાંધકામ સમિતિનાં ચેરમેન કે જિલ્લા પંચાયતન અન્ય પદાધિકારી તરીકે હાલ ટેન્ડર ભરવાની તારીખે કામ કરતા નથી, કે હોદ્દો ધરાવતા નથી.

General Rules and Directions for the Guidance of Contractors

કોન્ટ્રાક્ટરોના માર્ગદર્શન માટે સામાન્ય નિયમો અને સુચનાઓ

1. All works proposed to be executed by the contractor shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.
૧. કોન્ટ્રાક્ટર ધ્વારા કરવા વિચારેલ તમામ કામની જાહેરાત કાર્યપાલક ઈજનેરની કચેરીમાં લટકાયેલ બોર્ડ પર ચોટાડેલ કાર્યપાલક ઈજનેરની સહીવાળા ટેન્ડર મંગાવતા ફોર્મ ધ્વારા કરવામાં આવશે.
This form will state work to be carried out as well as the date of submitting and opening tenders and the time allowed for carrying out the work , also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be paid by the successful tenderer and percentage, if any, to be deducted from bill. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawing and estimated rates, and any other documents, required in connection with work which shall be signed by the 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.
હાથ ધરવાના કામની તેમજ ટેન્ડર મોકલવાની અને ખોલવાની તારીખો અને કામો પુરુ કરવા માટે આપવામાં આવતી મુદતની જાણ ફોર્મમાં કરાશે. વળી ટેન્ડર સાથે અનામત મુકવામાં બાનાની રકમ અને જેનું ટેન્ડર સ્વીકારાય તેણે જામીન અનામત પેટે મુકવાની રકમ અને બિલોમાંથી કપાત કરવાની કોઈ ટકાવારી હોય તો તે પણ દર્શાવવામાં આવશે. વળી પથ્થરની ખાણ અંગેની ફી, રોયલ્ટી, ઓકટ્રોયની લેણી રકમ અને જમીન-ભાડાની રકમ રીફંડ મળશે કે કેમ તે પણ તેમાં જણાવવામાં આવશે. વિગતો ડિઝાઈનો, ડ્રોઈંગ અને અંદાજી દર, અનુસુચિ દર અને કામ અંગે જરૂર હોય એવા જેના ઉપર ઓળખ માથે કાર્યપાલક ઈજનેર સહી કરશે એવા કોઈ દસ્તાવેજોની નકલો કચેરીના સમય દરમિયાન કાર્યપાલક ઈજનેરની કચેરીએ કોન્ટ્રાક્ટરોને જોઈ જવા માટે રાખવામાં આવશે.
Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the Governor of Gujarat, such specifications with designs and drawing shall form part of the accepted tender.
કોન્ટ્રાક્ટરે ભલામણ કર્યા મુજબ ના અને ગુજરાતના આવી રાજ્યપાલ વતી સત્તા અધિકારીએ મંજૂર કરેલ વિગત મુજબ કામ હાથ ધરવાનું વિચાર્યું હોય ત્યાં ડિઝાઈનો અને ડ્રોઈંગ સહિતની આવી વિગતો સ્વીકૃત ટેન્ડરનો ભાગ બની રહેશે.
2. The bidder or the person authorised to sign digitally on behalf of the bidder shall sign the bid document. The copy of legal status of bidder (Partnership Deed or Articles of Association of the Company) along-with authority to sign digitally on behalf of the bidder will have to be furnished along-with other documents to be despatched physically.
3. Receipts for payment made on account of any work, when executed by a firm, shall also be signed by all the partners except where the Contractors are described in their tender as a firm in which case the receipts shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
૩. કોઈ પેઢીએ કામ કરી આપ્યું હોય ત્યારે તે કામ કરાયેલ ચુકવણીની પહોંચો પર પણ બધાજ ભાગીદારોએ સહી કરવાની રહેશે. પરંતુ જે ટેન્ડરમાં કોન્ટ્રાક્ટરોને એક પેઢી તરીકે દર્શાવ્યા હોય ત્યારે એ પેઢી વતી એના કોઈ ભાગીદારે કે પેઢી વતી પાકી પહોંચ આપવાને અધિકૃત એવી બીજી કોઈ પણ વ્યક્તિએ પહોંચો પર સહી કરવાની રહેશે.
4. The bidder should quote his bid premium or rebate at the end of schedule – B, if he does not wish to quote premium or rebate he should indicate “at par” in the blank space preceding percentage above / below in schedule – B. There after he should work out and indicate the offered bid amount both in words and figures in schedule – B.
૪. ટેન્ડર ભરનાર કોઈ પણ વ્યક્તિએ અંદા જથ્થા અનુસાર ખાનાના સરવાળા સહિત રાબેતા મુજબનું છાપેલું ફોર્મ ભરવાનુંજ રહેશે તેમાં તેઓ કયા દરે કામ સ્વીકારવા ઈચ્છે છે (ટકાવારી) તે તેમણે જણાવવાનું રહેશે. ટેન્ડર મંગાવવાના ઉક્ત ફોર્મમાં દર્શાવેલ કામમાં અથવા કામ કરવા આપેલી મુદતમાં ફેરફાર કરવા ઈચ્છતા હોય અથવા જેમાં બીજી કોઈ પણ પ્રકારની શરત હોય તેવા ટેન્ડર અસ્વીકાર્ય લેખાશે. કોઈ એક ટેન્ડરમાં એક કરતાં વધુ કામનો સમાવેશ થશે નહીં. પરંતુ બે કે તેથી વધુ કામમાં ટેન્ડર ભરવા માગતા કોન્ટ્રાક્ટરોએ દરેક કામ માટે અલગ ટેન્ડર ભરવાના રહેશે. ટેન્ડરોવાળાં પરબીડીયાંની બહારના ભાગમાં જેને લાગતા હોય તે કામનાં નામ અને નંબર લખવાના રહેશે.
૫. ટેન્ડર ખોલતી વખતે ફક્ત ટેન્ડર ભરનાર ઈજારદારો અથવા તેમના અધિકૃત પ્રતિનિધિઓને જ હાજર રહેવા દેવામાં આવશે. તે સિવાયના અન્ય કોઈ ઈજારદારોને હાજર રહેવા દેવામાં આવશે નહિ.

જો ટેન્ડર ભરનાર એક પણ ઈજારદાર કે તેમના અધિકૃત પ્રતિનિધિઓ હાજર ન હોય તો ટેન્ડર ખોલનાર અધિકારી ઉપરાંત ઓછામાં ઓછા એક વધુ અધિકારી કે સંબંધિત સરકારી કચેરીનાં સીનીયર અધિકારીની હાજરીમાં ટેન્ડર ખોલવામાં આવશે. આવા પ્રસંગે ટેન્ડર ન ભર્યું હોય તેવા અન્ય ઈજારદાર કે તેઓના પ્રતિનિધિઓને હાજર રહેવા દેવામાં આવશે નહિ. (પરીપત્ર ક્રમાંક ટીએનસી-૧૦૯૩-૪-સ, તા. ૬/૭/૯૩).

ટેન્ડર ખોલનાર અધિકારી જુદાજુદા ટેન્ડરોની રકમ યોગ્ય ફોર્મના તુલનાત્મક પત્રકમાં નોંધશે. ટેન્ડર સ્વીકારતા કોન્ટ્રાક્ટરે તેની ઓળખ સાથે આ ટેન્ડરમાં જણાવેલી વિગતો અને બીજા દસ્તાવેજોની નકલો ઉપર સહી કરવાની રહેશે. ટેન્ડર સ્વીકારવામાં ન આવે ત્યારે ટેન્ડર ભરનારા કોન્ટ્રાક્ટર નાણાં પરત મળ્યાની પહોંચ આપે એટલે એમણે ભરેલી બાનાની રકમ તેમને રિફંડ કરવા વિભાગીય અધિકારી સંબંધિત તિજોરી અધિકારીને અધિકૃત કરશે.

6. The officer competent to dispose off the tenders shall have the right of rejecting all or any of the tenders.
૬. ટેન્ડરોનો નિકાલ કરવાની સત્તા ધરાવતા અધિકારીને બધાં અથવા કોઈ પણ ટેન્ડરનો અસ્વીકાર કરવાનો અધિકાર રહેશે.
7. No receipt for any payment alleged to have been made by a Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.
૭. આ ટેન્ડર કે કોન્ટ્રાક્ટરને લગતી કોઈ પણ બાબત કોન્ટ્રાક્ટર કરેલી કહેવાથી કોઈ ચુકવણીનો પહોંચ પર કાર્યપાલક ઈજનેરની સહી ન હોય તો તે પહોંચ કાયદેસર અને સરકાર બંધન રહેશે નહિ.
8. The memorandum of the work to be tendered for and the schedule of materials to be supplied by Public Works Department and there rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said officer to have it done before he completes and delivers his tender.
૮. ટેન્ડરનું ફોર્મ આપતાં પહેલાં કાર્યપાલક ઈજનેરની કચેરીને જે કામના ટેન્ડર માંગવામાં આવે તે કામોની યાદી બાંધકામ વિભાગે પુરા પાડવાના માલ સામાનની અનુસૂચિ અને તેના દર ટાંકીને તે ફોર્મ સંપૂર્ણ પછે ભરી આપવાનું રહેશે. ટેન્ડર ભરવા માંગતા કોઈ કોન્ટ્રાક્ટરને અપાયેલું આવું ફોર્મ પ્રમાણ સંપૂર્ણ પછે ભર્યું ન હોય તો પોતે પોતાનું ટેન્ડર પુરુપુરૂ ભરીને સોંપે તે પહેલાં ઉપર મુજબ કરી આપવાની તેમણે ઉકત કચેરીને વિનંતી કરવાની રહેશે.
9. Under no circumstances shall any Contractor be entitled to claim enhanced rate for any items in this contract.
૯. કોઈપણ સંજોગોમાં આ કોન્ટ્રાક્ટમાંની કોઈપણ બાબતો માટે કોઈ કોન્ટ્રાક્ટરને વધુ ભાવ માંગવાનો હકક રહેશે નહિ.
10. Every contract shall, unless exempted in writing by the Superintending Engineer concerned, produce along with this tender a solvency certificate of his financial ability from the Collector of the district within which he resides or a Banker's certificate. If he fails to produce such a certificate his tender will not be considered.
૧૦. સંબંધિત અધિકાર ઈજનેર લેખિત મુક્તિ આપી હોય તે સિવાય, દરેક કોન્ટ્રાક્ટરે પોતે જે જિલ્લામાં રહેતા હોય ત્યાંના કલેક્ટર પાસેથી દારપણાનું પ્રમાણપત્ર અથવા તેની આર્થિક સધ્ધરતા અંગેનું બેન્કરનું પ્રમાણપત્ર પોતાના ટેન્ડર સાથે રજૂ કરવાનું રહેશે. આવું પ્રમાણપત્ર રજૂ કરવામાં તે નિષ્ફળ જશે તો તેમનું ટેન્ડર ધ્યાનમાં લેવાશે નહિ.
11. ~~All corrections and additions or pasted slips should be initialled.~~
૧૧. ~~તમામ સુધારા, વધારે કે ચોંટાડેલી કાપલીઓ પર ટુંકી સહી કરવાની રહેશે.~~
12. The measurements of work will be taken according to the usual method in use in the Public Works Department or as specified in technical specification and no proposals to adopt alternative methods will be accepted. The Executive Engineer's decision as to what is the usual method in use in the Public Works Department will be final.
૧૨. કામના માપ બાંધકામ વિભાગોની રાબેતા મુજબની પદ્ધતી, અથવા ટેકનીકલ સ્પેસિફિકેશનમાં દર્શાવ્યા અનુસાર લેવામાં આવશે અને વૈકલ્પિક પદ્ધતીઓ અપનાવવા અંગે કોઈપણ દરખાસ્ત સ્વીકારાશે નહીં કઈ પદ્ધતી બાંધકામ વિભાગની રાબેતા મુજબતી છે તે અંગેના કાર્યપાલક ઈજનેરનો નિર્ણય આખરી ગણાશે.
13. The Insurance Company's bond will not be accepted against the security deposit.
- 13-A In the event of any error or discrepancy in rightup of tender documents, the contractor will not take any undue advantage of such error or discrepancy and Engineer-in-charge shall have power to interpret and decide correct meaning of contradictory erroneous writing.
- ૧૩ વીમાં કંપનીનું ખત જામીન અનામત સામે સ્વીકારવામાં આવશે નહીં.

14. The Contractor will have to construct a shed for storing controlled and valuable materials issued to him under schedule 'A' of the agreement at work-site having double locking arrangement. The materials will then be taken for use in the presence of the Department person. No materials will be allowed to be removed from the site of work.
૧૪. કરારની અનુસૂચિ ક હેઠળ કોન્ટ્રાક્ટરને આપવામાં આવેલ નિયંત્રણ અને કિંમતી માલસામાન કામના સ્થળે રાખવા માટે તેમણે બેવડા તાબાની વ્યવસ્થાવાળી એક છાપરી બાંધવાની રહેશે. તે પછી વિભાગની કોઈ વ્યક્તિની હાજરીમાં ઉપયોગમાં લેવા માલસામાન તેમાંથી બહાર કાઢવાનો રહેશે. કામના સ્થળેથી કોઈપણ માલસામાન ખસેડવા દેવાશે નહીં.
15. No foreign exchange will be released by the Department for the purpose of plant and machinery required for the execution of the work contracted for.
૧૫. જેને માટે કોન્ટ્રાક્ટ અપાયો હોય તે કામ કરવા માટે જરૂરી પ્લાટ અને યંત્ર સામગ્રી માટે જાહેર બાંધકામ વિભાગ કોઈ જ વિદેશી ડ્રૉનિયામણ છુટું કરશે નહીં.
16. Controlled materials (Essentiality Certificate)
૧૬. નિયંત્રણ માલસામાન (આવશ્યક પ્રમાણપત્ર)
- (i) As regard controlled materials, the Public Works Department will help to arrange for the permit as far as possible and help the Contractor in securing the same. All incidental charges met with in procuring these materials shall be borne by the Contractor himself. Though the Public Works Department will help to arrange for the permit as far as possible and help the Contractor in obtaining the materials, it shall not accept any responsibility for any loss on account of delay caused to the Contractor while obtaining the same.
- ૧) નિયંત્રિત માલસામાન પુરતું બાંધકામ વિભાગ શક્ય તેટલી રીતે પરમીટ માટેની વ્યવસ્થામાં મદદ કરશે અને તે સુનિશ્ચિત કરવામાં કોન્ટ્રાક્ટરને મદદ કરશે. આ માલસામાન મેળવવામાં થયેલ તમામ આનુભાંગિક ખર્ચ કોન્ટ્રાક્ટર પોતે ભોગવશે. બાંધકામ વિભાગ પરમીટ મેળવવા બને તેટલી મદદ કરશે અને માલસામાન મેળવવા કોન્ટ્રાક્ટરને મદદ કરશે, તે છતાં કોન્ટ્રાક્ટરને તે મેળવવામાં કોઈ વિલંબ થવાને લીધે કોઈ વિલંબ કે નુકશાન માટે જાહેર બાંધકામ વિભાગ જવાબદાર લેખાશે નહીં.
- (ii) The contractor shall submit to the Executive Engineer on close of every calendar month the monthly returns in the prescribed forms as to the receipts and actual use of the controlled materials during the month.
- ૨) દરેક અંતે મહીનાને અંતે કોન્ટ્રાક્ટરે મહીના દરમિયાન નિયંત્રિત માલસામાનની આવક અને ખરેખર વપરાશ અંગે નિયત ફોર્મ મુજબના માસીક નિયતપત્રકો કાર્યપાલક ઈજનેરને મોકલવાના રહેશે.
- (iii) The contractor shall permit Executive Engineer or his representative to inspect the stock of the controlled materials stored by him at any time whenever the Executive Engineer or his representative so desire (s).
- ૩) કાર્યપાલક ઈજનેર અથવા તેના પ્રતિનિધિઓ જ્યારે ઈચ્છે ત્યારે કોન્ટ્રાક્ટરે તેમણે સંગ્રહી રાખેલો નિયંત્રિત માલસામાનનો સ્ટોક કોઈ પણ વખતે તપાસવામાં દેવાનો રહેશે.
17. The tender for the work shall remain open for period 120 days from the actual date of down loading of the price bids for this work and that the tenderer shall not be allowed to withdraw or modify the offer on his own after downloading of price bid. If any tenderer withdraws or make any modifications or additions in the terms and conditions of his tender not acceptable to the Government (Public Works Department) then the Government shall without prejudice to any right remedy. Be at liberty to forfeit in full the said earnest money absolutely, in this connection G.R. R & BD NO. TNC – IIB – 22 (10) – C , dated 24-5-90 should be referred to.
૧૭. આ કામ માટેનું ટેન્ડર ઈ-ટેન્ડરીંગ થી રવાના કરવામા આવે ત્યાર બાદ ટેન્ડર ના પ્રાઈસબીડ ખોલ્યાની તારીખથી (૯૦) દિવસ માટે ખુલ્લું રહેશે અને આ મુદત દરમિયાન આ ટેન્ડર ભરનારને આ ઓફર સ્વૈચ્છાએ પાછી ખેંચી લેવા કે તેમાં ફેરફાર કરવા દેવામાં આવશે નહિ. આ સમય પહેલા જો ટેન્ડર ભરનાર તેણે ભરેલા ટેન્ડરની શરતો અને બોલીનો પાછી ખેંચી લે અથવા તેમાં સુધારો/ સુધારાઓ ઉમેરો/ ઉમેરાઓ કરે જે સરકાર (જાહેરાત બાંધકામ વિભાગ) ને સ્વીકાર્ય ન હોય, તો હકક કે ઈલાજના પુર્વગ્રહ વગર સદર હું બાનાની પુરી રકમ જપ્ત કરવાની સરકારને સંપુર્ણ સ્વતંત્રતા રહેશે. આ માટે ૧૪-૫-૯૦નો મા.મ. વિભાગનો ઠરાવ નં. ટી.એન.સી.આઈ-આઈ-બી-૨૦(૧૦)ક. જુઓ.
18. **This condition shall apply only when the work is awarded to labour co-operative society** (1) If the members of labour co-operative societies do not work themselves and obtain commission by sub letting the work, as a whole or by dividing work in group and give work to piece workers, the very purpose of the scheme would be defected. Therefore the labour co-operative societies will not sub-let the work and the work will be executed by the members, labourers of the society. (2) In case where the works required to be carried out by the labourers other than the members of the labours co-operative society with the man days more than 25%, prior permission of the Research Officer will be necessary. (3) The labour co-operative society shall have to allow the officers of the co-operation department to examine for audit purpose the muster roll as and when required. (4) Labour co-operative society shall have to submit a quarterly return stating the monthly attendance of man days on the muster roll of member labourers on each work to the District Registrar as well as Research Officer. (5) If the labour co-operative society is found violating the terms and conditions mentioned above the labour co-

operative society will be liable for the cancellation of work contract and or registration as decided by the Research Officer (Vide GM no. LCS – 1081/ (8) – H, dated 04/06/1986.

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

૧. કામનું નામ :- (કામનો પ્રકાર)

૬. સુપરવાઈઝરી સ્ટાફના નામ :-

૨. વિભાગનું નામ :-

૭. કામ શરૂ કરવાની તારીખ :-

૩. પેટા વિભાગનું નામ :-

૮. કામ પુરૂ કરવાની તારીખ :-

૪. ટેન્ડરની રકમ :-

૯. કામના સ્પેસીફિકેશન :-

૫. 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 વાપરવાનો)

– ડામરની સીલીંગ સરફેસનું કામ સે.મી.

(..... કપચી, ગ્રીટ અને ડામર વાપરવાનો)

પુલના કામો

– પુલના લંબાઈના ગાળા – પુલના પાયના કોન્ક્રીટનું પ્રમાણ (સીમેન્ટ, કપચી, રેતી)

– પુલના થાંભલા/એબટમેન્ટના કોન્ક્રીટનું પ્રમાણ (સીમેન્ટ, કપચી, રેતી) – સુપર સ્ટ્રકચરના કોન્ક્રીટનું પ્રમાણ (સીમેન્ટ, કપચી, રેતી)

– અન્ય વિશેષ જોગવાઈ

મકાનના કામો

– પાયાના કોન્ક્રીટનું પ્રમાણ (સીમેન્ટ, કપચી, રેતી) – ઈંટોના ચણતરમાં સીમેન્ટ/રેતીનું પ્રમાણ (સીમેન્ટ/રેતી)

– ભોંયતળીયાના કોન્ક્રીટનું પ્રમાણ (સીમેન્ટ, કપચી, રેતી) – ભોંયતળીયે સે.મી. જાડાઈની સે.મી. સાઈઝની મોઝેક ટાઈલ્સ

– બારીબારણા – સાગી લાકડાના / સ્ટીલ ફ્રેમ / અન્ય

આર.સી.સી.કામો

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

આ કામના વિગતવાર સ્પેસીફિકેશન નાયબ કાર્યપાલક ઈજનેરશ્રી પેટા વિભાગની કચેરીઓ ઓફીસના સમય દરમ્યાન કોઈપણ સમયે જોઈ શકશે. આ કામના માલિકી જાહેર જનતાની છે. અને કામમાં કોઈ ક્ષતિ કે અનિયમિતતા જણાય તો તે બાબતમાં સંબંધિત અધિક્ષક ઈજનેરશ્રી વર્તુળ કે જેઓની કચેરી સ્થળે છે. તેઓનું ધ્યાન દોરવા વિનંતી છે.

કાર્યપાલક ઈજનેર

૨૦ કરારનામામાં જ્યાં જ્યાં " બેન્ક " નો ઉલ્લેખ છે તે તે " બેન્ક " એટલે કે "શીડયુલ" કે "રાષ્ટ્રીયકત બેન્ક " જ સમજવી.

21. The buildings under the contract will not be occupied by the contractor for use of his labourers, staff or for any other purpose, in case of breach of this condition market rent will be recovered for the area unauthorized occupied.

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

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

૨૩ રૂપિયા ૫૦ લાખ સુધીના અંદાજી કીમતના ટેન્ડરો બી-૧ ફોર્મ માં મંગાવવા (માર્ગ . મકાન. વિભાગ. ઠરાવ નં. ટીએનસી – ૧૦૮૮ – ડી – ૩૪૭ – (૭) – સ તા. ૧૫-૧૨-૨૦૦૩)

TENDER FOR WORK - કામ માટેનું ટેન્ડર

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

આથી હું / અમે સનુસૂચિ 'ખ' હાથ ધરવાના કામની બાબતો દર્શાવતી યાદીમાં નિર્દિષ્ટ ટેન્ડરના દરથી આવી યાદીમાં ઠરાવેલ મુદતની અંદર અને આ ટેન્ડરની સાથે જોડેલી કોન્ટ્રાક્ટરની શરતોના ખંડ ૧૩ માં જણાવેલી લેખિત વિગતો, ડિઝાઈનો, ડ્રોઈંગ અને સુચનાઓ અનુસાર બધી રાતે, નીચે જણાવેલી યાદીમાં દર્શાવેલું કામ કરવા માટે ગુજરાતના રાજ્યપાલ (જેમને અહીં અગાઉ અને હવે પછી 'સરકાર' તરીકે જણાવેલ છે.) માટે ટેન્ડર રજૂ કરુ છું / કરીએ છીએ અને તે કામ માટે સરકાર તરફથી માલસામાન પુરો પાડવામાં આવે ત્યારે તે માલસામાન અને તેમાટે ચુકવવાના દર સાથેની અનુસૂચિ 'ક' માં જોગવાઈઓ કર્યા મુજબની રહેશે તે મને/ અમને કબુલ છે.

* Strike out which ever is not applicable

+ In figures as well as words

* લાગુ ન પડતું હોય તે છેકી નાંખવું

+ આંકડા તેમજ શબ્દોમાં

MEMORANDUM

(ક) જુદા જુદા પેટા કામોનો સમાવેશ કરાયો હોય તો તેની વિગત ૧) સામાન્ય વર્ણન અલગ યાદીમાં આપવી.

	(ખ) અંદાજીત ખર્ચ	₹. 0/-
(ગ) અનામત મુકવાની બાનાની રકમ બાંધકામ વિભાગના નિયમસંગ્રહ પુસ્તક ૧ ના ફકરા ૨૦૨ અને ૨૦૩ ની જોગવાઈ અનુસાર રહેશે.	(ગ) બાનાની રકમ	₹. 0/-
(ઘ) જામીન અનામત(પાંચ ટકા)		
(૧) સરદાર સરોવર નર્મદા વિગમની એક કે તેથી વધુ વર્ષની મુદતવાળી થાપણ (ડીપોઝીટ સ્વરૂપે) અથવા તેની બચત સ્વરૂપે (કુલ ડીપોઝીટ રકમના ૫૦ ટકા અંદા કિંમતના ૨.૫ ટકા)		₹. 0/-
૨) ઈજારદારના બીલોમાંથી ૫ ટકા સુધી કપાત રકમ (કુલ ડીપોઝીટના ૫૦ ટકા સુધી જે રકમ સરદાર સરોવર નર્મદા નિગમની બાંધી મુદતની થાપણમાં (ડીપોઝીટ સ્વરૂપે) કે નાની બચત સ્વરૂપે ફેરવી શકાશે.		₹. 0/-
(ચ) અનુસુચિત બેન્કનું બાંહેધરીપત્ર (રૂપિયા ૧૫ લાખ ઉપરના કામમાં અંદાજી કિંમતના ૫ ટકા લેખે)		₹. 0/-
	કુલ ૧૦% ₹. 0/-	

* Vide R & BD G.R. No. TNC – 1088 – 1B/1 (13) / C dated 4-5-1993 & revised vide G.R. No. TNC-1088/IB/18/ (13) -O , dated 31-8-94.

ધ-(૧) ખર્ચ પ્રમાણે માપ લેતા કામ અડધુ થાય ત્યારે જામીન અનામત તરીકે એવી કુલ રકમ પુરા થઈ રહે તે માટે બીલોમાંથી કોઈ ટકાવારી કપાત કરવાની રહેતી હોય તો તે ૫ ટકા રહેશે.

ધ-(૨) ફકરા ચ(૧) મુજબ બીલમાંથી કાપેલ રોકડ જામીન અનામત નાની બચત પ્રમાણપત્ર કે એફ.ડી.આર. માં રૂપાંતર કરવા કોન્ટ્રાક્ટર લેખીત જણાવશે તો તે મુજબ રૂપાંતર કરાવી શકશે. આ મુજબની રૂપાંતરીત જામીન અનામત તથા કરારનામું કરતી વખતે રજુ કરેલ વ્યાજુકી જામીન અનામતની મુદત પાકતા એક મહીના અગાઉ કોન્ટ્રાક્ટર લેખીત જણાવશે તો તે અનામત કોન્ટ્રાક્ટર જણાવે તેટલા સમય માટે રીન્યુ કરાવી અપાશે.

(f) Time allowed for the completion of work from date of written order to commence **0 Months.**

(છ) કામ શરૂ કરવાના લેખિત હુકમમાં નિયત કરેલ તારીખથી પુરૂ કરવા માટે આપેલી મુદત **0 મહીના.**

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

જે તારીખો સુધીમાં જુદી જુદી બાબતો પુરા કરવાની હોય તે તારીખો દર્શાવતી અનુસૂચિ જરૂર હોય ત્યાં આપવી :

(ગ) Should this tender be accepted, I /We hereby agree to abide by fulfil 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.

(જ) આ ટેન્ડર સ્વીકારવામાં આવશે તો લાગુ પડતી હશે ત્યા સુધી, આ સાથે જોડેલી કોન્ટ્રાક્ટ ની બધી શરતોની જોગવાઈઓનું પાલન કરવા અને તેને પરીપુર્ણ કરવા હું / અમે બંધાઉ છું / બંધાઈએ છીએ અને તેમ કરવામાં કસુર થયે ઉક્ત શરતોમાં દર્શાવેલ રકમ સરકારમાં જમા કરાવવા અને ચુકવવા હું / અમે સંમત થાઉ છું/ થઈએ છીએ.

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

Contractor

Address

Dated theDay of200.....200

(Witness)

(Address)

(Occupation)

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

Dated the Day of2007

EXECUTIVE ENGINEER (or his authorised assistantDivision.

+ Strike out (a) if no cash Earnest Money is to be taken * Amount to be specified in words and figures

x Signature of Contractor before submission or tender ૧ ટેન્ડર રજુ કરતા પહેલા કોન્ટ્રાક્ટરની સહી

TERMS & CONDITIONS OF CONTRACT

CLAUSE 1: Security Deposit:

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

Fifty percent of the security deposit along with performance bond shall become refundable within 75 days after the final completion certificate is issued as per clause -7. All dues under this contract or other contract, or otherwise, shall be recovered from the aforesaid amount of fifty percentage of the said security deposit and the balance shall be refunded within fifteen days after the final certificate is issued as per clause 7. The remaining fifty percentage of the security deposit shall be refunded after the expiry of the Defect Liability period as per clause 17 and 17-A after deducting there from the amount of expenses, if any, due to Government under this contract. (See Performance bond on page no. 44)

CLAUSE 2: Liquidated damages for delay: -

(i) If the Contractor fails to complete the work under contract by the stipulated date, he shall pay liquidated damages of at the rate of 0.1 percentage of the contract value per day from the date of delaying the said work upto the date of completion and handing over to the Government.

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

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

(iii) The aggregate maximum of liquidated damages payable under clause No.2 Shall not exceed 0.10 Percentage of contract value per day and shall be subject to the maximum amount of ten percentage of the estimated amount put to tender.

(iv) Delays requiring payment of ten percentage liquidated damages of the amount put to tender for performance shall be sufficient causes for termination of contract and for forfeiture of security deposit including amount of

performance bond in respect of works estimated to cost more than Rs.15 lacs, for. Performance and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases. (See Schedule© on Page No 48)

CLAUSE 3: Default by Contractor:

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

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

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

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

CLAUSE 4:

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

(Clause 1,2,3 and 4 are substituted vide GR NO. TNC –1091/IB-10/(11)-C , dated 15-10-91& modified by GR dated 29-10-91 & G.R. No TNC – 1088/IB/18(13) – C dtd 31/8/94 and no TNC-10/2002-14-C dated 28/4/03 and 10-9-03)

CLAUSE 5:

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

CLAUSE 5 A:

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

CLAUSE 6: Extension of time:

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Engineer-in-charge before the expiration of the period stipulated in the tender or before the expiration of 30 days from the

date on which he was hindered whichever is earlier and the Engineer-in-charge may, if in his opinion, believe that there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Engineer-in-charge in this matter shall be final

ખંડ ૬ : મુદતમાં વધારો :

કામ કરવામાં કોઈ અનિવાર્ય અંતરાય ઉભો થવાના બીજા કોઈ કારણસર કામ પુરૂ કરવા માટે કોન્ટ્રાક્ટર મુદત વધારો મેળવવા માગતા હોય, તો ટેન્ડરમાં જણાવેલી મુદત પુરી થાય તે પહેલા આગળ જણાવ્યા મુજબ તે તારીખે તેને કોઈ અંતરાય નડ્યો હોય તે તારીખ અગરતો મુદત લંબાવી આપવા માટેની માગણી કરવાનું કારણ ઉપસ્થિત થયું હોય તે તારીખ બે માંથી જે વહેલી હોય તે તારીખ ૩૦ દિવસ પુરા થતાં પહેલા તેણે કામના હવાલાના ઈજનેરને લેખિત અરજી કરવાની રહેશે અને કામના હવાલાના ઈજનેરનો અભિપ્રાય એવો થતો હોય કે, મુદત વધારવા વાજબી કારણ છે તો તેમને હવાલાના ઈજનેરને લેખિત અરજી કરવાની રહેશે અને કામના હવાલાના ઈજનેરનો અભિપ્રાય એવો થતો હોય કે, મુદત વધારવા વાજબી કારણ છે તો તેમને જરૂરી કે 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 respect then :-

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

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

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

No certificate of completion shall be issued nor shall the work be considered to be complete till the contractor shall have removed from the premises, on which the work has been executed, all scaffolding, sheds and surplus materials, except such as are required for rectification of defects; rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor for the workmen and cleared all dirt form 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 labelled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge . if the contractor shall fail to comply with any of the requirements of these conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may , at the expenses of the contractor, fulfil 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 realised such disposal as aforesaid the contractor shall forthwith, on demand, pay such excess. The Engineer-in-charge shall also have the rights to adjust the amount of excess against any amounts that may be payable to the contractor.

CLAUSE 8:

No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to receive payment

t 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 therefore in any respect or the accruing of any claims, nor shall it conclude, determine, or affect in any way the

power of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the completion of the work , otherwise the Engineer-in-charges certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

CLAUSE 9:

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

CLAUSE 10: Bills to be submitted monthly:

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

ખંડ ૧૦ : બિલ દર મહીને રજુ કરવા બાબત :

આગલા માસમાં કરી આપેલા બધા કામ માટે હવાલાના ઈજનેરે નક્કી કરી હોય તે તારીખે અથવા તે પહેલા દર મહીને કોન્ટ્રાક્ટરે બીલ રજુ કરવાનું રહેશે અને એ કામની ખરાઈ કરવાના ઉદ્દેશથી હવાલાના ઈજનેર જરૂરી માપ લેશે અથવા લેવડાવશે અને શક્ય હશે તો બીલ રજુ થયાના દસ દિવસની અંદર મળવાપાત્ર રકમનો હિસાબમેળ કરવામાં આવશે. ઉપર જણાવ્યા મુજબના નિયત સમયની અંદર કોન્ટ્રાક્ટર બીલ રજુ નહી કરે તો હવાલાના ઈજનેર પાતાના તાબાના કોઈ પણ અધિકારીને કોન્ટ્રાક્ટરે અધિકૃત કરેલ એજન્ટની હાજરીમાં ઉક્ત કામનું માપ લેવા મોકલશે અને તેવી માપયાદી પરની કોન્ટ્રાક્ટરની કે તેના એજન્ટની સહી, તેના અનુમોદન માટે પુરતી ગણાશે અને હવાલાના ઈજનેર આવી યાદીમાંથી બીલ બનાવશે, જે કોન્ટ્રાક્ટરને બધી બાબતમાં 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:

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

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

CLAUSE 12A:

The contractor shall be entitled to use the materials supplied by the Department only to the extent of quantities of such materials required for execution of the work as per theoretical calculations. The Engineer-in-charge may

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

CLAUSE 12B:

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

CLAUSE 13:

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

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

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

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

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

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

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

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

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

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

CLAUSE 14.1:

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

14.2. Except that when the quantity of any item exceeds the quantity as in the tender by more than 30% the contractor will be paid for the quantity in excess of 30% at the rate entered in the S.O.R. of the year during which the excess in quantity is first executed and for the materials consumed in excess quantity the rate for the materials to be charged would be the basic rate taken into account for fixing the rate for the S.O.R. above instead of the rate stipulated in schedule – A.

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

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

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

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

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

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

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

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

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

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

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

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

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

In case the Contractor does not agree with the decision of 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/IB/247(2) /C, dtd 28-06-1993 as amended by GR of even number dated 11/02/1999)

બંડ ૧૫ : કામના ફેરફાર કે નિયંત્રણ માટે કોઈ ચુકવણી કે વળતર અંગે કોઈ હકદાવો મજુર ન કરવા બાબત.

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

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

૧) આમ છતાં આવા કામ માટે ખરીદેલી માલસામગ્રીને કારણે કે માલસામગ્રી ખરીદવા માટે કરેલ કોન્ટ્રાક્ટ ને 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 પ્રમાણે ના જથ્થામાં અને ગુણવત્તાયુક્ત હોય અને તે ફક્ત એજ કામ માટે ખરીદાયેલી હોય કે ખરીદવા કરાર થયેલ હોય તો તેવી માલસામગ્રી અંગે ખરેખર નુકશાન માટે જ આવું વળતર ચુકવવામાં આવશે. પરંતુ જે માલસામગ્રીની ખરીદી અંગે સરકારશ્રી તરફથી ઈજારદારની એડવાન્સ આપવામાં આવેલ હોય તે માલસામગ્રી ઉપર કોઈપણ જાતના નુકશાનનું વળતર ચુકવવામાં આવશે નહીં. આવ હકદાવા માટે નુકશાનની રકમ પ્રભારી કાર્યપાલક ઈજનેર ધ્વારા નક્કી કરવામાં આવશે.

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

નુકશાનના વળતરની રકમ બાબતમાં કાર્યપાલક ઈજનેરના નિર્ણય સાથે કોન્ટ્રાક્ટર સંમત ન હોય તેવા કેસમાં, આવા નિર્ણયની જાણ થયાની તારીખથી એક મહીનાની અંદર પ્રભારી અધિક્ષક ઈજનેરને અપીલ કરવા માટે કોન્ટ્રાક્ટર મુક્ત રહેશે. આવા કેસમાં અધીક્ષક ઈજનેરશ્રીનો નિર્ણય આખરી અને બંધનકર્તા રહેશે. આવા કામના કોઈ અપેક્ષિત ફાયદાની નુકશાની માટે કોન્ટ્રાક્ટર હકદાર બનશે નહિ.

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

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

CLAUSE 16: Time limit for unforeseen claims:

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

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

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

the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

Clause 17A: Defect liability period:

The contractor shall be responsible to make good and remedy at his own expenses any defect which may develop or may be noticed before the period mentioned hereunder from the certified date of completion. The Engineer-in-charge shall give the contractor a notice in writing about the defects and the contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the part of the contractor, the Engineer-in-charge may rectify or remove or re-execute the work at the risk & cost of the contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, incurred by him in rectification, removal or re-execution. The Defects Liability period shall be as under (a) for all works costing of to Rs.50,000/- (amount put to tender),The period Shall be three Months from the certified date of completion of work.

(b) For all works costing more than Rs.50,000/- & Up to Rs. 1.00 Crore (amount put tender), The period Shall be 6 Months from the certified date of completion or one monsoon, whichever is later .

(c) For measure projects costing more then Rs. 1.00 Crore, the period shall be 12 Months form the certified date of completion which should include one monsoon.

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

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

All Works under or in course of execution or executed in pursuance of the contract shall, at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the Contractor shall, at all times during

the usual working hours, and all other times for which reasonable notice of the intimation of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor , either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

ખંડ ૧૮ : તપાસ માટે કામો ખુલ્લા રાખવા બાબત : કોન્ટ્રાક્ટર અથવા તેના જવાબદાર એજન્ટે હાજર રહેવા બાબત: કોન્ટ્રાક્ટર અન્વયે હાથ પર હોય તેવા અથવા થઈ રહેલા અથવા થયેલ તમામ કામની હવાલાના ઈજનેર અને ત્યાં તેના તાબાના કર્મચારીઓ કોઈપણ સમયે તપાસ અને દેખરેખ રાખી શકે તેવી રીતે બધા વખત માટે ખુલ્લા રાખવાના રહેશે અને કામકાજના રાબેતા મુજબના સમય દરમ્યાન બધી વખત અને હવાલાના ઈજનેર અથવા ખાતાના કર્મચારીઓને કામની મુલાકાત લેવાના, તેમના ઈરાદાને લગતી વાજબી નોટિસ આપી હોય તેવા બીજા બધા વખતે કોન્ટ્રાક્ટરે પોતે અથવા તે માટે લેખિત અને યોગ્ય રીત અને અધિકૃત કરેલા તેમના કોઈ જવાબદાર એજન્ટે હુકમ અને સુચનાઓ મેળવવા હાજર રહેવું પડશે. કોન્ટ્રાક્ટરના યોગ્ય રીતે અધિકૃત કરાયેલા એજન્ટને અપાયેલ હુકમો જાણે કે કોન્ટ્રાક્ટરને પાતાને આપવામાં આવ્યા હોય તેમ તેમનો અમલ થશે અને તે અસરકર્તા રહેશે.

હીબગકભ ફટબર

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

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

1. Two graduate Civil Engineers and three diploma Civil Engineers when cost of the work to be executed is more than Rs.50 lakhs.
2. One graduate & two Diploma, Civil Engineers when the cost of the work to be executed is more than Rs.15 lakhs but less than Rs.50 lakhs.
3. Minimum one Diploma Civil Engineer when the cost of work is less than Rs.15 lakhs but more than Rs.5 lacs.
4. Minimum two Diploma Civil Engineers for the work when the cost of work to be executed is less than Rs. 5 lakhs. The Engineer so employed for the Government work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with other duty except this work.

In case the contractor or partner of the contractor firm is a Civil Graduate Engineer, Employment of separate Engineer will not be necessary provided that the Engineer partner himself attends the execution of the work on the site.

CLAUSE 19: Notice to be given before work is covered up:

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

ખંડ ૧૯: કામ ચણતરથી આવરી લેતાં પહેલા નોટિસ આપવા બાબત :

કોઈ પણ કામની ચણતરથી આવરી લેતાં પહેલા કે માપ ન લઈ શકાય તેવી કક્ષાએ કામ લઈ જતાં પહેલા કોન્ટ્રાક્ટરે હવાલાના ઈજનેરનો અથવા કામનો હવાલો સંભાળતા તેમના તાબાના અધિકારીને પાંચ દિવસથી ઓછી ન હોય તેટલી મુદતની લેખિત નોટિસ આપવાની રહેશે. જેથી તે કામને ચણતરથી આવરી લેવાય અથવા માપ ન લઈ શકાય તેવી કક્ષાએ કામ લઈ જવાય તે પહેલા તેના માપ લઈને તેના સાચા પરીણામની નોંધ લઈ શકાય અને હવાલાના ઈજનેર કે કામનો હવાલો સંભાળતા તેમના તાબાના અધિકારીની લેખિત સંમતિ મેળવ્યા સિવાય કોન્ટ્રાક્ટર કોઈ પણ કામ તે ચણતરથી આવરી લેશે નહીં કે માપ ન લઈ શકાય તેવી કક્ષાએ લઈ જશે નહીં અને આવી નોટીસ સિવાય અથવા સંમતિ મેળવ્યા સિવાય જો કોઈ પણ કામને ચણતરથી આવરી લેવાયું હશે કે પહોંચી ન શકાય તવી અથવા માપ ન લઈ શકાય તેવી કક્ષાએ લઈ જવાયું હશે તો તેવું કામ કોન્ટ્રાક્ટરના ખર્ચે ખુલ્લું કરાવી નાંખવામાં આવશે અને આ રીતે થયેલી કસુર બદલ આવા કામ માટે અથવા આવું કામ જે માલસામાનથી થયું હોય તે માલસામાન પેટે કોઈ ચુકવણી કરવામાં આવશે નહીં કે કોઈ રકમ મજરે આપવામાં આવશે નહીં.

CLAUSE 20:

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

CLAUSE 20A:

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

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

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

CLAUSE 21: Contractor to supply plant, ladders, scaffolding etc. and is liable for damage arising from non-provision of lights, fencing etc. :

The contractor shall supply at his own cost all materials (except such special materials if any, as may, in accordance with the contract to be supplied from the Public Works Department Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of the work whether in the original, altered or substituted form and whether included in the specifications, or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter or to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage there for to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of settings out works and counting , weighing and assisting in the measurement or examination at any time and from time to time, of the work or the materials, failing this, the same may be provided by the Engineer-in-charge at the expenses of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit, or proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defence of every suit, action or other legal proceeding, at law that may be brought by any person for injury sustained. Owing to neglect of the above precautions and to pay any damages and costs which may be

awarded in any such suit, action or proceedings to any such person, or which may, with the consent of the Contractor, be paid in compromising any claim by any such person.

માલસામાન સહિત જોઈતી સંખ્યામાં માણસો, કોઈ પણ ખર્ચે કરાવી લીધા વિના, કોન્ટ્રાક્ટરે પુરા પાડવાના રહેશે. આમ ન કરતા એ અંગેની જોગવાઈ હવાલાના ઈજનેર કોન્ટ્રાક્ટરને ખર્ચે કરાવી લેશે અને તે વિશે ખર્ચેલી રકમ, કોન્ટ્રાક્ટ હેઠળ કોન્ટ્રાક્ટરની લેણી થતી કોઈ રકમમાંથી કે તેની જામીન અનામતમાંથી કે તેની અનામતના અથવા તેના પુરતા ભાગના વેચાણમાંથી ઉપજેલી રકમમાંથી કાપી લેવામાં આવશે. જાહેર જનતાને અકસ્માત ન થાય તે માટે કોન્ટ્રાક્ટરે જરૂરી વાડ અને દીવાબત્તીની જોગવાઈ કરવાની રહેશે અને ઉપરની સાવચેતી રાખવા અંગેની બેદરકારીને કારણે થયેલ ઈજા ખડ ૨૧ : પ્લાન્ટ, સીડીઓ, પાલખો વિગેરે કોન્ટ્રાક્ટરે પુરાં પાડવા બાબત. તેમજ દીવાબત્તી, વાડ વગેરેની જોગવાઈ ન હોય તેને લીધે થતા નુકશાન માટે કોન્ટ્રાક્ટર હોવા બાબત : કોન્ટ્રાક્ટ અનુસાર (બાંધકામ સ્ટોરમાંથી પુરો પાડવામાં આવે તેવા માલસામાન સિવાય) મુળ કે ફેરફાર કરાયેલી કે નવા સ્વરૂપના અથવા કોન્ટ્રાક્ટરનો એક ભાગ બની રહેતા અગર તો આ શરતોમાં જેનો ઉલ્લેખ કરાયેલ હોય તેવી વિગતોમાં કે બીજા દસ્તાવેજો અને આ શરતો અન્વયે જે કોઈ બાબત અંગે હવાલાના ઈજનેરની જરૂરતો સંતોષાય અથવા પાલન થાય તેવો આગ્રહ રાખવાનો તેનો હક હોય અને જેને કામના સ્થળે કે ત્યાંથી અન્ય સ્થળે ખેંચામણ સહિત રજૂ કરાવવાનો જે તે હક હોય તેવો બધો માલસામાન, પ્લાન્ટ, ઓજાર, સામગ્રી, સાધનો, સીડીઓ, ગરગડીઓ, પાલખો, કામ યોગ્ય રીતે હાથ ધરી શકાય તે સારૂ જરૂરી એવા બીજા કામચલાઉ સાધનો કોન્ટ્રાક્ટરે પાતાના ખર્ચે પુરા પાડવાના રહેશે. કામો માટેની હદ નક્કી કરવા માટે અને કામ અથવા માલસામાનની કોઈપણ વખતે અને વખતોવખત, ગણતરી કરવામાં તોલ કરવામાં અને માપણી કે તપાસણી માં મદદરૂપ થવા માટે જરૂરી એવા સાધનો અને અંગે કોઈપણ વ્યક્તિ, જે દાવો માંડે, પગલાં લે અથવા બીજી કાનુની કાર્યવાહી કરે તેના બાચાવનું ખર્ચ અને આવા કોઈ દાવા, પગલાં અથવા કાર્યવાહીમાં તેવી કોઈ વ્યક્તિને જે કોઈ નુકશાની કે ખર્ચ આપવાનું ચુકાદામાં જણાવાય તે અથવા આવા કોઈ વ્યક્તિના કોઈ પણ હકદાવાની કોન્ટ્રાક્ટરની સંમતિથી સમાધાન થતાં જે રકમ ચુકવવામાં આવે તેનું ખર્ચ ભોગવવા પણ કોન્ટ્રાક્ટર બંધાયેલ રહેશે.

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

ખંડ ૨૧.ક. કોન્ટ્રાક્ટરે યોગ્ય પાલખો અને કાચા માંચડા, જવા-આવવા માટેના પાટિયા અને સીડીનો 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 ધ્વારા સલામતીપુર્વક ન કરી શકાય તેવા બધા કામ માટે કામદારો સારૂ 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.

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

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

૨) કોન્ટ્રાક્ટર ધ્વારા નિમાયેલ અને અનુભવ ધરાવતા કાર્યક્ષમ કામદારો ધ્વારા થતું હોય તે સિવાય, કોઈપણ પાલક બાંધવી નહીં, ઉતારવી નહીં કે તેમાં મહત્વના ફેરફાર કરવા નહિ.

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

(ગ) બધી પાલખો અને તેના સાથે સંકળાયેલ સામગ્રી અને બધીજ સીડીઓ

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

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

૨) તેના પરના આવનારા વજન અને ધસારાને ખમી શકે તેટલી મજબૂત હોવી જોઈએ અને

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

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

(ઘ) પાલખો એવી બાંધવાની રહેશે કે સામાન્ય વપરાશથી તેનો કોઈપણ ભાગ છૂટો પડી નજાય.

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

(ચ) પાલખો પર 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 and stability of the scaffolds.

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

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

(જ) કાર્યક્ષમ વ્યક્તિ ધ્વારા 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 દેતં 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 dug unduly or unequally.

૧. તેનો કોઈ પણ ભાગ (ટ) કાચા માંચડા જવા-આવવા માટેના પાટિયા અને સીડીઓ બાંધતી વખતે નીચેની બાબતો ખ્યાલમાં રાખવાની રહેશે. વધુ પડતો કે અસમાન રીતે સુકી ન જવો જોઈએ.

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

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

(iii) be kept free from any unnecessary obstruction.

૩. કોઈપણ જાતના બિન જરૂરી અવરોધથી મુક્ત રાખવા.

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

(ક) ૨.૦૦ મીટર થી વધુ ઉચાઈવાળા કાચા માંચડા, જવા-આવવા માટે પાટિયા કામની જગ્યા અને સીડીઓની નેચે 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 પુરતા પગલાં ન લેવાયા 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 જવા – આવવા માટેના પાટિયા, પુરતી પહોળાઈ વાળા હોવા જોઈએ, અને

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

૩) દરેક કાચા માંચડા અને જવા-આવવા માટેના પાટિયાં કામની જગ્યા અને સીડીઓને યોગ્ય કડેરા હોવા જોઈએ.

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

(ડ) માણસો આવી જઈ શકે અથવા માલસામાની હેરફેર થઈ શકે કે એક સ્થળેથી બીજે સ્થળે લઈ જઈ શકાય તેટલા વખત અને તેટલા પુરતી મકાનની ફરસ કે કાચા માંચડા પરની પ્રત્યેક ખુલ્લી જગ્યા પર એવા યોગ્ય સાધનો મુકી રાખવા કે જેથી કોઈ માણસ કે માલસામાન પડી ન જાય.

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

(ઢ) જ્યાંથી પડી જવાનો ભય હોય તેવી ૩.૦૦ મીટરથી વધુ ઉચાઈના છાપરાં પર માણસોને કામે રાખવામાં આવ્યા હોય ત્યાંથી માણસો કે માલસામાન પડી ન જાય તે માટે સાવચેતીના યોગ્ય પગલાં 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 તેમાટે 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 બીજી જગ્યાઓએ સહેલાઈથી જવા માટે સલામત માર્ગોની જોગવાઈ કરવાની રહેશે.

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

ખંડ ૨૧. બ. કોન્ટ્રાક્ટર વજન ઉચકવાના સાધનો વાપરે તે સંબંધમાં તેણે નીચેના નિયમોનું પાલન કરવાનું રહેશે.

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

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

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

- (૧) સારી યાંત્રિક રચનાવાળાં, મજબુત વસ્તુના તેમજ પુરતી તાકાતવાળા અને દેખીતી કોઈ ખામી વિનાના અને
- (ii) be kept in good repair and in working order
- ૨) સારી દુરસ્ત હાલતામાં અને ચાલુ સ્થિતિમાં રાખવા જોઈશે.
- (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- (ખ) માલસામાનને ઉંચે ચડાવવા કે નીચે ઉતારવા અથવા લટકતો રાખવાના સાધન તરીકે વપરાતુ દોરડું યોગ્ય જાતું અને પુરતી મજબુતાઈવાળું તેમજ દેખીતી રીતે ખામી વિનાનું હોવું જોઈએ.
- (c) Hoisting machines and tackles shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by Engineer-in-charge.
- (ગ) વજન ઉચકવાનાં યંત્રો અને ગરગડીવાળા યંત્રને કામના સ્થળે ગોઠવ્યા બાદ અને ઉપયોગમાં લીધા પહેલા તપાસી જોઈને પુરતા પ્રમાણમાં ચકાસી લેવાના રહેશે, તેમજ હવાલાના ઈજનેર નિયત કરે તેવાં સમયાંતરે, ગોઠવેલી સ્થિતિમાં તેની ફેર તપાસ કરવાની રહેશે.
- (d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- (ઘ) માલસામાન ઉંચે ચડાવવાના કે નીચે ઉતારવાના કે લટકતો રાખવાના સાધન તરીકે વપરાતા પ્રત્યેક સાંકળ, રીંગ, આંકડો કડી, નકુચા અને પુલીબ્લોક 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 કોઈ પણ વ્યક્તિને કોઈ પાલક સહિત વજન ઉચકવા કોઈ યંત્રના નિયંત્રક તરીકે અથવા ઓપરેટરને નિશાનીથી સુચના આપવા, કામે રાખી શકાશે નહીં.
- (g) In the case of every hoisting machine and of every chain, ring hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.
- (જ) વજન ઉચકવાના પ્રત્યેક યંત્ર અને માલસામાન ઉંચે ચડાવવાના કે નીચે ઉતારવાના કે લટકાવી રાખવાના સાધન તરીકે વપરાતી પ્રત્યેક સાંકળ, રીંગ, કડી, 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 વિનિયમ જેમાં જણાવેલ વજન ઉચકવાના પ્રત્યેક યંત્ર અને બધાજ ગિયર પર તે સલામત રીતે કેટલું વજન ઉઠાવી શકે તેમ છે. તે ચોખ્ખુ લખેલુ 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) જુદાં જુદાં વજન સલામત રીતે ઉચકી શકાતા, ઉચકવાના યંત્ર પર, સલામત રીતે ઉચકી શકાંતુ પ્રત્યેક વજન અને કઈ હાલતમાં યંત્રને તે લાગુ પડશે તે સ્પષ્ટ દર્શાવવાનું રહેશે.
- (j) No part of any hoisting machine or gear referred to in regulation ‘g’ above shall be loaded beyond the safe working load except for the purpose of testing.
- (ઠ) ઉપરના વિનિયમ જેમાં જણાવેલ વજન ઉચકવાના કોઈ પણ યંત્ર કે ગિયરના કોઈ પણ ભાગ પર ચકાસણી માટે જરૂરી હોય તે સિવાય, સલામત વજન કરતાં વધુ વજન લાદવું નહિ.
- (k) Motors, gears, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with sufficient safeguards.
- (ડ) વજન ઉચકવાના સાધનની મોટરો, ગિયર, વિદ્યુતવાહક સાધનો, વીજળીના તાર અને જોખમી ભાગે માટે પુરી સલામતીની જોગવાઈ કરવાની રહેશે.
- (l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- (ઢ) કોઈ વજન અકસ્માત નીચે સરકી પડે તેવું જોખમ ઓછામાં ઓછું રહે તે પ્રમારની કોઈક સગવડ વજન ઉચકવાના સાધનમાં કરવાની રહેશે.
- (m) Adequate precautions shall be taken to reduce to minimum the risk of any part of a suspended load becoming accidentally displaced.
- (ત) લટકતા રાખેલા વજનમાંથી કોઈપણ ભાગ અકસ્માત છૂટો પડી જવાનું જોખમ ઓછામાં ઓછું રહે તે માટે પુરતી સાવચેતી રાખવાની રહેશે.

CLAUSE 22: Measures for Prevention of Fire:

The contractor shall not set fire to any standing jungle, tree bush wood or grass without a written permit from the Engineer-in-charge .

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

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

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

ખંડ ૨૩ કામના વિસ્તાર અથવા તેના બહાર થયેલ કોઈ પણ નુકશાન માટેકોન્ટ્રાક્ટર જવાબદાર હોવા બાબત

ખંડ ૨૨માં જણાવ્યા પ્રમાણે આગ પ્રસરવાથી થયેલ કોઈ પણ નુકશાન સહિત કોન્ટ્રાક્ટરના મજુરોએ ઈરાદાપુર્વક કે અજાણતાં સરકારી મિલકતની હદની અંદર કે બહાર કરેલા બધાજ નુકશાનના વળતરનો અંદાજ હવાલાના ઈજનેર અથવા એમણે નીમેલા બીજા કોઈ અધિકારી કાઢશે અને હવાલાના ઈજનેરનો આ અંદાજ, અપીલ થયે, અધિક્ષક ઈજનેરના ચુકાદાને આધિન, આખરી ગણાશે અને માગણી કરતાં આકારાયેલી વળતરની તેવી રકમ ચુકવવા માટેકોન્ટ્રાક્ટર બંધાયેલ રહેશે અને તેમ કરવામાં કસુર કરશે તો તેવી રકમ ખંડ ૧ માં ઠરાવેલી રીતે નુકશાની તરીકેકોન્ટ્રાક્ટર પાસેથી વસુલ કરવામાં આવશે અથવા આ કોન્ટ્રાક્ટ હેઠળ અન્યથા સરકાર પાસે લેણી થતી કે હવ. પછી લેણી થાય તેવી રકમમાંથી હવાલાના ઈજનેર કાપી લેશે.

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

આગ પ્રસરતી અટકાવવા સારૂ સાવચેતીના પગલાં લેવામાં થયેલ બેદરકારીને પરિણામે કોઈ વ્યક્તિને થયેલ ઈજા માટે પગલાં લે કે બીજી કાનુની કાર્યવાહી કરે તો તેની સામેના બચાવનું ખર્ચ કોન્ટ્રાક્ટરે ભોગવવાનું રહેશે અને તેવી કાર્યવાહીને પરીણામે કોર્ટ તરફથી ચુકાદો આપતાં તે નુકશાની અને ખર્ચ ભરવાનું થાય તે તેમણે ચુકવવાનું રહેશે.

CLAUSE 24: Deleted**CLAUSE 25: Deleted****CLAUSE 26: Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent:**

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

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

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

CLAUSE 27: Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss :

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

ખંડ ૨૭ : ખરેખર ગયેલ ખોટને લક્ષમાં લીધા સિવાય વળતરરૂપે ચુકવવાની થતી રકમને વાજબી વળતર ગણવા બાબત :

ખરેખર ખોટ કે નુકશાનને લક્ષમાં લીધા સિવાય અને કોઈ નુકશાન થયું હોય કે ન થયું હોય તો પણ શરતોમાંની કોઈપણ શરત હેઠળ કોન્ટ્રાક્ટરે વળતરરૂપે ચુકવવાની થતી તમામ રકમને વાજબી વળતર ગણવામાં આવશે અને તેને સરકાર માટે ઉપયોગમાં લેવાશે.

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

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

ખંડ ૨૮ : પેઢીના બંધારણમાં કોઈ ફેરફાર થયે તેની જાણ કરવા બાબત :

ભાગીદારોએ ટેન્ડર ભર્યું હોય તે કેસમાં પેઢીના બંધારણમાં કોઈ ફેરફાર થતાં 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 સુચના હેઠળ કામ કરવા બાબત :

કોન્ટ્રાક્ટ હેઠળ કરવાના બધાજ કામ સર્કલના જે તે વખતના અધિક્ષક ઈજનેરની સુચના અને હેઠળ તમામ બાબતો માટે તેમની મંજૂરીને આધીન રહીને કરવાના રહેશે. આ કામ ક્યા સ્થળે કે સ્થળોએ અને કેવી રીતે શરૂ કરવા વખતોવખત કેવી રીતે આગળ ધપાવવા તે અંગે સુચના 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 an intended to be used for execution of the work or any part thereof possession of which may have been taken by the Engineer-in-charge under the said clause-5

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

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

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

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

- (vi) The reduction of rates as may be fixed by the Engineer-in-Charge under clause 17 for the inferior work or materials as accepted or made use of.
- (vii) The amount of compensation payable by the contractor for damages as estimated and assessed under clause 23.
- (viii) The amount payable to the contractor for the work carried out under clause 33 in accordance with the instructions and the requirements of the Engineer-in-Charge in a case where there are no specifications .
- (2) The provision of Section-21 of the GPWD dispute Arbi. Tribunal Act -92 & order issued by the Govt. in connection with this Act will now apply for Arbitration (As per Government in N. & W.R.D. letter No. SUT/1090/2679/K2 dtd. 9/2/94 .
- (3) The provision of Arbitration Act, shall in so far as they are inconsistent with the provision of this act cease of to apply to any dispute arising from a works contract and all arbitration proceedings in relation to such dispute before an arbitrator, court of authority shall stand transferred to the Tribunal.
- (4) The awards declared by the arbitrator should be speaking award, giving reasons and calculations for every item of claims. The decision will have to be implemented by all the departments of the State Government and Public Sector Enterprises of Gujarat. (Resolution F. D. No. PB/1088/735/KT/Sachivalaya/Gandhinagar 5th October 1988.)
- (5) In case of dispute leading to the contractor or Government of Gujarat approaching to Court of Law, it shall be within the jurisdiction where the site of work is situated.
- (6) The reference to arbitration proceeding under this clause shall not
- (i) affect the right of the Engineer-in-charge under clause 5 to take possession of all or any tools plants materials and stores in or upon the works of site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
- (ii) Preclude the Engineer-in-charge from utilising the materials purchased by the contractor in any work or from removing such materials to other places, during the period the work is stopped or suspended in pursuance of notice given to the contractor under clause 15
- (iii) Entitle the contractor to stop the progress of the work or the carrying out the additional or altered work in accordance with the provisions of clause 14 or as the case may be or clause 33.

CLAUSE 31: Deleted

CLAUSE 32: Lump sum in estimates:

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

ખંડ ૩૨ : અંદાજમાંની 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 ચુકવવાપાત્ર હોય તેજ દરે, થયેલ કામની બાબતો માટે ઉક્ત કામના કોઈ ભાગ માટે ચુકવણી મેળવવા કોન્ટ્રાક્ટર હકકદાર રહેશે, અથવા હવાલાના ઈજનેરના મતે ઉક્ત કામના તે ભાગનું માપ લઈ શકાય તેમ ન હોય, તો હવાલાના ઈજનેર પાતાના સ્વવિવેક અનુસાર અંદાજમાં નોંધાયેલી ઉચ્ચક રકમ ચુકવી શકશે અને આ ખંડની જોગવાઈ હેઠળ કોન્ટ્રાક્ટર ને ચુકવવાપાત્ર થતી રકમ કે રકમોને લગતું હવાલાના ઈજનેરનું લિખિત પ્રમાણપત્ર તેના માટે આખરી અને નિર્ણાયક લેખાશે.

CLAUSE 33: Action where no specifications:

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

ખંડ ૩૩ : કોઈ વિગતો ન આપી હોય ત્યારે લેવાના પગલા :

કોઈ વિગતો ન હોય તેવા પ્રકારના કામની બાબતમાં તેવી કામ ડિવિઝનની વિગતો અનુસાર હાથ ધરવાનું રહેશે અને ડિવિઝનની વિગતો ન હોય ત્યારે તેવું કામ તમામ રીતે હવાલા ઈજનેરની સુચનાઓ અને જરૂરીયાત અનુસાર હાથ ધરવાનું રહેશે.

CLAUSE 34: Definition of work:

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

ખંડ ૩૪ : કામની વ્યાખ્યા :

આ શરતોમાં વપરાયેલ કામ અથવા શબ્દપ્રયોગ વિષયના સંદર્ભમાં કશું વિરૂઢ ન હોય તો કામચલાઉ કે કાયમી અને મુળ સુધારેલા, બદલવામાં આવેલા કે વધારાના કોન્ટ્રાક્ટ હેઠળ કે કોન્ટ્રાક્ટરની રૂએ કરવાના થતાં કામ કે કામો એવો થશે.

CLAUSE 35: Contractor's percentage whether applied to net or gross amount of the bill:

Percentage referred to in the tender shall be deducted from / added to the gross amount of the bill before deducting the value of any stock issued.(The clause shall be applicable only for B-Tender.)

ખંડ ૩૫ : કોન્ટ્રાક્ટરની ટકાવારી બીલના ચોખ્ખી કે એકદરે રકમને લાગુ પાડવી : આપવામાં આવેલ કોઈ પણ માલસામાનની કિમત બાદ કરતાં પહેલાં ટેન્ડરમાં દર્શાવેલ ટકાવારી બીલની એકદર રકમમાંથી બાદ કરવામાં આવશે – તેમાં ઉમેરવા માં આવશે.(આ ખંડ બી-૧ ટેન્ડરને લાગુ પડશે.)

CLAUSE 36: Non refund of quarry fees & Royalties:

The contractor shall pay the royalty to the competent authority / local body as per rules. The contractor shall furnish quarterly the statement showing quantity of quarried materials, from whom purchased (with full address of the seller) and copies of bills for purchase to the District Officer of the Mining and Geology Department or authority competent to levy royalty in the area of work. Contractor shall also furnish such additional information as regard 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 ઉર્જા વિભાગના ઉપરોક્ત વિષય પરત્વેના તા. ૧/૧/૮૭ ના ઠરાવ ક્રમાંક એમસીઆર-૨૧૬૮ – ૬૬૮૫ છ માં જણાવ્યા પ્રમાણે કાર્યવાહી કરવાની સુચના :-

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

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

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

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

આ કામમાં જ્યારે સાદી માટી (ઓર્ડીનરી કલે) અને (સોફ્ટ) મુરમ વાપરવામાં આવે તેના ઉપર પણ રોયલ્ટી ચુકવવા પાત્ર છે. વિશેષમો ગૌણ ખનીજ બાબતમાં ગુ. ગૌ.અ.નિ.૧૯૬૬ અને તેના અનુસંધાનમાં વખતોવખત બહાર પાડવામાં આવેલા ઠરાવો , લાગુ પડશે., અને તે મુજબ લીઝ કે પરમીટ લેવાનું અને રોયલ્ટી ભરવાની રહેશે. (ઉદ્યોગ, ખાણ અને ઉર્જા વિભાગ ઠરાવ ક્રમાંક એમ.એમ.આર. / ૧૧૨૦૦૦ / ૨૦૧૩ / છ તા.૧-૯-૦૪

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

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

Clause 37: Compensation under the workmen's compensation Act:

The contractor shall be responsible for and shall pay compensation to his workman payable under the Workman's Compensation Act. 1923 (VIII of 1923) hereinafter called the said Act) for injuries caused to the workman. If such compensation recoverable by 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 ૧૯૨૩ ના કામદાર વળતર અધિનિયમ હેઠળ ચુકવવાપાત્ર કોઈ પણ વળતર ચુકવવા કોન્ટ્રાક્ટર જવાબદાર રહેશે. ઉક્ત અધિનિયમની કલમ ૧૨ ની પેટા કલમ ૧. હેઠળ, કોન્ટ્રાક્ટર વતી સરકારે મુખ્ય પક્ષકાર તરીકે આવું વળતર ચુકવ્યું હોય તો સરકાર તે રકમ ઉક્ત કલમની પેટા કલમ ૧. હેઠળ, કોન્ટ્રાક્ટર વતી સરકારે મુખ્ય પક્ષકાર તરીકે આવું વળતર ચુકવ્યું હોય તો સરકાર તે

રકમ ઉક્ત કલમતી પેટા-કલમ ૨. અન્વયે કોન્ટ્રાક્ટર પાસેથી વસુલ કરી શકશે. આવું વળતર ઉપરના ખંડ ૧ માં જણાવેલી રીતે વસુલ કરવામાં આવશે.

CLAUSE 37-A

The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Government, the same shall be recoverable from the contractor 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 પરીણામે કોઈ કામદારને શારીરિક ઈજા થાય તો તે ને તબીબી સહાય પુરી પાડવા માટે કોન્ટ્રાક્ટર જવાબદાર રહેશે અને તે અંગેનું ખર્ચ તેમણે ચુકવવાનું રહેશે. આવું ખર્ચ સરકારે કર્યું હોય તો કોન્ટ્રાક્ટર પાસેથી તે તરતજ વસુલ કરવા પાત્ર રહેશે અને સરકારના બીજા કોઈ પગલાને બાધ ના આવે તે 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.

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

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

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

Clause 38:

The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the tender. In the case of increase in the quantities by more than 30% the new rate will be paid to the contractor for the quantities in excess of 30% The rates for the increased quantities as aforesaid will be fixed in the manner specified in clause – 14

Clause 39: Employment of famine or other labour :

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

ખંડ ૩૯ : દુષ્કાળગ્રસ્ત વિસ્તારના અથવા બીજા મજુરોને કામે રાખવા બાબત : હવાલાના ઈજનેર એવો લેખિત હુકમ કરે તો દુષ્કાળથી અસરગ્રસ્ત, ગુનેગાર તરીકે. સજા પામેલા અથવા અમુ ચોકકસ પ્રકારના વર્ગ કે વર્ગના બીજા મજુરોને કોન્ટ્રાક્ટર 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 હકક દાવો :

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

Clause 42: Entering upon or commencing any portion or work :

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

ખંડ ૪૨ : કામનો કોઈ ભાગ નવેસરથી હાથ ધરવા કે શરૂ કરવા બાબત :
હવાલાના ઈજનેરને અથવા તાબાના કામના હવાલાના અધિકારીનો લિખિત હુકમ અને સુચના સિવાય કોન્ટ્રાક્ટર કામનો ભાગ નવેસરથી હાથ ધરી કે શરૂ કરી શકશે નહિ. આવો હુકમ ન મળ્યો હોય તો કામના કોઈ માપ લેવા અંગે કે ચુકવણી માટે કોન્ટ્રાક્ટર કશો હકકદાવો કરી શકશે નહિ.

Clause 43: Minimum age of person employed :

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

ખંડ ૪૩ : કામે રખાયેલ વ્યક્તિઓની ઓછામાં ઓછી વય :

કોન્ટ્રાક્ટર ૧૮ વર્ષની નીચેની ઉંમરની કોઈ પણ વ્યક્તિ કામે રાખી શકશે નહીં.

Clause 43(1): (A)

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

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

૨) કોન્ટ્રાક્ટર ગધેડા અથવા બીજા પ્રાણીઓના પીઠના ભાગ પર ઝીણી દોરી અથવા પાતળું દોરડું બાંધીને તેમને કામે લઈ શકશે નહિ. 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) ધારાડવાળા, ખોડગાતા અથવા કૃશ કે નાના પ્રાણીને કામે રાખી શકાશે નહીં.

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

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

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

૫) પોતે હાથ ધરેલા કોન્ટ્રાક્ટ માટે કામે રાખેલ કામદારોને કોન્ટ્રાક્ટરે વ્યાજબી વેતન ચુકવવાનું રહેશે. ચુકવેલ વાજબી ન હોવાના મુદ્દા પર કોન્ટ્રાક્ટર અને તેમના કામદારો વચ્ચે કોઈ ઝઘડો ઉભો થાય તો તે ઝઘડો વિના વિલંબે હવાલાના ઈજનેરને સોંપવામાં આવશે અને તે અંગે તેઓ નિર્ણય આપશે. હવાલાના ઈજનેરનો નિર્ણય અને બંધનકર્તા રહેશે. પરંતુ આ નિર્ણયથી મંજૂર કરેલા ટેન્ડરના દરે સરકારે કરવાની થતી ચુકવણીને લગતી કોન્ટ્રાક્ટમાંથી શરતોને કશી અસર થશે નહિ.

(vi) Government at the sanctioned tender rates.

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

૬) સરકારી કામે રાખેલા કામદારો : મજૂરોને પીવાના પાણીની સગવડ કોન્ટ્રાક્ટરે પુરી પાડવાની રહેશે. (શહેરી વિસ્તારોમાં)કામે રાખેલા કામદારોને સ્વચ્છતા વિષયક સગવડો પણ પુરી પાડવાની રહેશે. કોન્ટ્રાક્ટર આ જોગવાઈનું પાલન કરવામાં નિષ્ફળ જશે તો હવાલાના ઈજનેર તેને લેખિત નોટિસ આપશે અને કોન્ટ્રાક્ટર આવી લેખિત નોટીસની તારીખથી દીન દસની મુદતમાં કામદારો-મજૂરોને આ સગવડ નહીં આપે તો હવાલાના ઈજનેર કોન્ટ્રાક્ટરના ખર્ચે પીવાના પાણીની વ્યવસ્થા કરશે.

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

૭) કામ શરૂ થાય કે તરતજ કોન્ટ્રાક્ટરે સરકારી કામ પરના કામદારો મજૂરો અને તેમના બાળકોને યોગ્ય શેડ અને આશ્રય આપવાની સગવડ પુરી પાડવાની રહેશે. શેડ અને આશ્રયસ્થાન પુરા પાડવામા કોન્ટ્રાક્ટર નિષ્ફળ જશે તો કોન્ટ્રાક્ટરના ખર્ચે હવાલા ઈજનેર પુરા 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 ચુકવણીની રીત :

ચુકવણીની રકમ રૂ ૧૦ કરતા વધુ હોય તો, કોન્ટ્રાક્ટરને અનુકુળ હોય તેવા ડીવીઝનના વિસ્તારની કોઈપણ તીજોરી પરના ચેક ધ્વારા તેમને ચુકવણી કરાશે રૂ. ૧૦ થી વધુ ન હોય તેવી રકમ રોકડેથી ચુકવવામાં આવશે.

Clause 44 A : Any sum of money due and payable to the Contractor (including the security deposit returnable to the contractor) executing any Government work or work of any District Panchayat wholly financed as grant-in-aid under this contract shall be appropriated by any District Panchayat / Government and shall be set off against any claim of the Government/District Panchayat of Gujarat state by the District Panchayat of Gujarat State/Government for the payment of a sum of money arising out or under any other contract made by the contractor with the Government/District Panchayat of Gujarat State for the work wholly the contractor against any claim of the Government / District Panchayat of Gujarat state is available, such a recovery shall be made from the contractor as arrears of land revenue.

Clause 45: Deleted**Clause 46: Employment of scarcity labour:**

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

કામના સ્થળેથી ૧૬ કીમીની અંદર આવેલા કોઈ પણ ગામમાં અછતની અથવા દુષ્કાળની સ્થિતિ પ્રવર્તતી હોવાનું સરકાર જાહેર કરે, તો જેમાં કુશળ કારીગરોની જરૂર ન હોય તેવા કામના કોઈ પણ ભાગ ઉપર કોન્ટ્રાક્ટર, હવાલાના ઈજનેર અથવા તેમણે તે અંગેની ફરજ જેને લેખિત રીતે સોંપી હોય તેવી વ્યક્તિએ જે વ્યક્તિઓને રાહતની આવશ્યકતા હોવાનું પ્રમાણપત્ર આપ્યું હોય તેમને કામે રોકવાના રહેશે અને. આ અંગે સરકારે જે દર નક્કી કર્યા હોય તેથી ઓછા ન હોય એવા દરે આવી વ્યક્તિઓને વેતન ચુકવવા તે બંધાયેલ 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 Contractor must be inclusive of sales tax . No extra payment on this account will be made to the contractor.

ખંડ ૪૮ : કોન્ટ્રાક્ટર ટાંકે તે ભાવમાં વેચાણવેરાનો સમાવેશ થઈ ગયેલો ગણાશે. આ પેટે કોન્ટ્રાક્ટરને કોઈ વધારાની ચુકવણી કરવામાં આવશે નહિ.

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

ખંડ ૪૯ : કોન્ટ્રાક્ટરે જોઈતા કુશળ અને બીનકુશળ 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 પુરા પાડી શકે તેમ ન હોય તો યોગ્ય મજૂરોને બંધે તેટલા વધુ પ્રમાણમાં ઉપયોગ કરવો.

Clause 50: Fair Wages:

If a Contractor fails to pay within '7' (Seven) days to the laborer(s) /worker(s) the minimum wages prescribed by the Government under the Minimum Wages Act. 1948 as in force from time to time, the Engineer-in-charge shall be at liberty to deduct the amount payable to the laborer/ workers from his (Contractors) bills or deposit(s) payable by the Contractor after making due inquiries and establishing the claim(s) of the laborer(s) /Workers(s). The contractor shall not be entitled to any payment of compensation on account of any loss that the Contractor may have to incur on account of the action as aforesaid. Before the action as aforesaid, is enforced, a notice in writing to the Contractor shall be issued by the Engineer-in-charge to pay the wages as per Minimum Wages Act

in force at the relevant time. If Contractor does not act as aforesaid within seven days, then the action contemplated as above shall be taken against him.

ખંડ ૫૦: વાજબી વેતન:

વખતો વખત અમલમાં હોય તે મુજબ ૧૯૪૮ ના લઘુત્તમ વેતન અધિનિયમ હેઠળ સરકારે નિયત કરેલા લઘુત્તમ વેતન મજૂરને કામદારને સાત દિવસમાં કોન્ટ્રાક્ટર ન ચુકવે તો હવાલાના ઈજનેરને યોગ્ય તાપાસ કરી તેમજ મજૂરોની કામદારોનો હકક સ્થાપિત કરીને મજૂરોને કામદારોને ચુકવવાપાત્ર રકમ કોન્ટ્રાક્ટરના બીલો અથવા કોન્ટ્રાક્ટરે ચુકવવાપાત્ર અનામત-અનામતોની રકમમાંથી કાપી લેવાની છુટ રહેશે.

ઉપર જણાવ્યા મુજબ લેવામાં આવેલા પગલાને કારણે કોન્ટ્રાક્ટરને કોઈ પણ નુકશાન જાય તો તે માટે કોઈપણ ચુકવણી અથવા વળતર મળવાપાત્ર રહેશે નહિ. ઉપર જણાવ્યા મુજબનું પગલું અમલમાં મુકવામાં આવે તે પહેલા હવાલાના ઈજનેર તે સમયે અમલમાં હોય તે લઘુત્તમ વેતન અધિનિયમ અનુસાર વેતન ચુકવવામાં કોન્ટ્રાક્ટરને લેખિત નોટીસ આપશે, કોન્ટ્રાક્ટર ઉપર જણાવ્યા મુજબ સાત દિવસમાં વર્તશે નહીંતો 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 purpose to use on the work.

ખંડ ૫૨: યંત્રસામગ્રીની યાદી:

કોન્ટ્રાક્ટર 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 the requirement of the Department, the proportionate rental charge on roller shall be recovered from the contractor.

Clause 54: Local labour on normal rates:

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

ખંડ ૫૪ : સામાન્ય દરે સ્થાનિક મજૂરો :

સામાન્ય દરે મળી શકે તેમ હોય ત્યાં રોજગાર વાંછુ સ્થાનિક મજૂરો અને સ્થાનિક વ્યક્તિઓને કોન્ટ્રાક્ટરે કામ રાખવાના રહેશે.

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

Land measuring Charges

1. One hectare or less	Rs. 05 Per month
2. More than 1 hectare & upto 2 hectares	Rs.10 per month
3. More than 2 hectare & upto 3 hectares	Rs.15 per month
4. More than 3 hectare & upto 4 hectares	Rs.20 per month

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

ખંડ ૫૬ : કોન્ટ્રાક્ટર છેલ્લા ૩ વર્ષની મુદત દરમિયાન શીતળાની રસી અપાઈ હોવા બાબતનું સ્વીકાર્ય પ્રમાણપત્ર રજૂ કરનાર મજૂરોનેજ કામે રાખશે.

Clause 57:

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

- (1) Huts of bamboos and grass may be constructed.
- (2) A good site shall be selected. High ground removed from jungle but well provided with tress shall be chosen wherever it is available. The neighborhood of rank jungle, grass or weeds should particularly be avoided. Camps should not be established close to large cuttings of earth work.
- (3) The lines of huts shall have open spaces of at least 10 m. between rows. When a good natural site cannot be procured, particular attention should be given to the drainage.
- (4) There should be no over-crowding. Floor spaces at the rate of 2.8 Sq.m. per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.

- (5) The contractor must find out his own land. If he wants Government land, he should apply for it and pay assessment for it.
2. **Drinking Water:** The contractor shall as far as possible, provide an adequate supply of chlorinated pure potable drinking water for the use of laborers. This provision shall be at the rate of not less than 4.5 liters per head . No provision need-be made where there is a suitable nala, river or well within 0.4 km of the camp. However arrangement should as far as possible, be made to chlorinate water by chlorinated tables fore it is allowed for drinking purpose .
3. The contractor shall construct semi permanent latrines for the use of Laborers on the following scale, namely (a) Where female are employed , there shall be at least one latrine for every 25 females . (b) Where males are employed there shall be at lest one latrine for every 25 males provided that where the number of males or female exceed 100 , it shall be sufficient if there is one latrine for every 25 males or females , as the case may be upto the first 100 and one for every 50 thereafter.
4. **Privacy in latrines:** Every latrine shall be under cover and so partitioned off as to secure privacy , and shall have a proper door and fastenings.
5. **Notice to be displayed outside latrines and urinals :** (1) Where workers of both sexes are employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority f the workers For Men Only or For Women Only : as the case may be. (2) The notice shall also bear the figures of a man or of a women, as the case may be .
6. **Urinals:** There shall be at least one urinal for male/female workers upto 50 employed at a time . Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 males or females or part thereof.
7. **Latrines and Urinals to be accessible:** (1) The latrines and urinals shall be conveniently situated and accessible to workers at all times at the establishment. (2) (I) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times (ii) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
8. **Water for latrines and urinals:** Water shall be provided by means of pipes or tanks or the rise, so also be conveniently accessible in or near the latrines and urinals.
9. **Bathing and washing places:** (1) The contractor shall construct sufficient number of bathing places every unit of 20 persons being provided with a separate bathing place. (2) Washing places should also be provided for the purposes of washing clothes. Every unit of 30 persons shall have at least one washing place. (3) such bathing and washing place should be suitably screened and separate places provided for male and female workers . (4) Such facilities shall be conveniently accessible and shall be kept in clear and hygienic condition.
10. **Drainage :** The contractor shall make sufficient arrangement for draining away the sewerage water as well as water from the bathing and washing places and shall dispose off this waste water in such as way as not to cause nuisance. The contractor should obtain a permission from the Gujarat Water Pollution Control Board, Gandhinagar if Water is so be drained in river or near the well . The contractor would put malaria oil once in a week in stagnant water round about the residence.
11. **Medical facilities:** The contractor shall engage a medical officer with a traveling dispensary for a camp having 500 or more persons if there is no Government or other private dispensary situated within 6 k.m. from the camp.
12. **Conservancy and cleanliness:** The contractor shall provide the necessary staff for effecting the satisfactory conservancy and cleanliness of the camp to the satisfaction of the Engineer-in-charge . At least one sweeper per 200 persons should be engaged. Conservancy staff should dump refuse in compost pit, away from the labour camp.
13. **Health Provisions:** The District Health Officer of the District or the Deputy Director of Health Service shall be consulted before opening a labour camp and his instructions on matters, such as the water supply, sanitary convenience, the camp-site, accommodation and food supply shall be followed by the contractor.
14. **Precautions against epidemic:** (a) The authorities in charge of the colonies should get the laborers inoculated against cholera and plague and vaccinated against smallpox at the time or recruitment , if they are not inoculated or vaccinated within 6 months or 3 years respectively prior to the date of recruitment. (b) When, in any labour camp there is an epidemic disease or is threatened with such an outbreak, the authorities in charge of the labour camps should ensure that all the inmates of the labour colonies are inoculated or vaccinated as the case may be , depending on the diseases, within 72 hours after the outbreak. (c) The authorities in charge of the labour colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day of the outbreak, of the Mamlatdar of the Taluka, the District Health officer or to the Deputy Director of Public Health in charge of that area and the Director of Public Health. Thereafter they should continue to send daily reports to the above officers in the prescribed

form regarding the progress of the epidemic disease. (d) When the authorities in charge of the labour colony suspect or have reason to believe that any immediate of the labour colonies is suffering from the infectious or contagious disease , they shall forthwith arrange for the segregation of such persons to isolated huts to be specifically provided for the purpose and also for their treatment (e) As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labour colonies should report promptly the occurrence of unusual incidence of cases of malaria and also inform the District Health Officer of the District, Deputy Director of Public Healthy (Malaria) and the Director of Public Health and also arrange to institute all necessary anti malarial measures as may be advised by the officials of the Public Health Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (ii) A service counter, if provided, shall have a top of smooth and impervious materials.
- (iii) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.

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

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

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

- (a) the rent for the land and building.
- (b) The depreciation and 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 REGISTRES OF THE CANTEEN: The books of accounts and registers and other documents used in connection with the running of the canteen shall be produced on demand to an inspector.

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

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

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

CLAUSE 60: Price variation clause: Price variation: DELETED

Clause 60A: Price Variation for Cement Steel and Asphalt brought by Contractor: Deleted

CLAUSE 61: FENCING AND LIGHTING:

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

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

CLAUSE 62: LIABILITY OF ACCIDENTS TO PERSONS:

Responsibilities and liabilities If the contractor under Workmen's Compensation Act are given in clause No.37 in addition following shall also apply :

- (a) On the occurrence of an accident, which result in death of workmen employed y the contractor or which is so serious as likely to result in death of any such workmen the contractor, shall within 24 hours of happening of such Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Government as a 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 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 by agents or by other contractors, at this opinion and the contractor shall, in accordance with the requirements of the Engineer-in-charge, afford all reasonable facilities for execution of the work including occupation of lands by structure or otherwise for any other contractor employed by the Government and his workmen for the workmen of the Government who may be employed in the execution on or near the site of the work not included in the contract or of any contract in connection with or ancillary to the work and in default, the contractor shall be liable to the Government for any delay or expenses incurred by reason of such default. Provided always that if damage arising. Make a statement of the same to the Engineer-in-charge who shall from time to time, assess the value in his judgment of such damage and goes Government shall from time to time pay to the contractor the amounts (if any) accepted as justified by the Engineer-in-charge :

CLAUSE 64: REPORTS REGARDING LABOUR:

The Contractor shall submit the following reports to the Engineer-in-charge:

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

CLAUSE 65: Treasure Trove:

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

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

CLAUSE 66: Indemnity:

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

CLAUSE 67: Insurance of Labour:

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

CLAUSE 68: Setting Out:

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

the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all bench-mark, site-nails, page and other things used in setting out of the work(s).

CLAUSE 69: Cement Register:

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

CLAUSE 70: Materials and Works Test Register:

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 taken of its correctness.

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 or 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 such it is proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Engineer-in-charge. Further the dates for the progress , as in this schedule shall be adhered to.

- (a) in case it is sound necessary, at any stage to alter the schedule. the contractor shall submit in good, time a revised schedule incorporating necessary modification proposed and get the same approved from the Engineer-in-charge . No revised schedule shall be operative without such acceptance in writing. The Engineer-in-charge is further empowered to ask for more detailed schedule or schedule. any by week, for any item or items and the contractor shall supply the same as and when asked for.
- (b) The Engineer-in-charge shall have, at all times, the right, without in any way vitiating this contract forming grounds for any claim, to alter the order of the work of any part there of and the contractor shall after receiving such direction, proceed in the order directed. The contractor shall also revise the progress. Schedules accordingly and submit four copies of the revised schedule to the Engineer-in-charge within seven days of the said Engineer's direction to alter the order of works.
- (c) The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress-schedule, The working and shift shall company with all the 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.

CLUASE 72: Secured Advance To Contractor: 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 license from the District Assistant Labour Commissioner under the Contract Labour (Regulation and Abolition) Act. 1970 and contract Labour (regulation and Abolition) Gujarat Rules 1972 after paying necessary fees and deposit on the basis of the number of labour to be employed on the work and will have to supply two true copies of the said license to the Deputy Executive Engineer before the work is started.

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

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

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

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

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

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

1. Specification gravity test as per I.S.1202

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

ખંડ ૭૭.૧ : કોન્ટ્રાક્ટર ધ્વારા પુરા પાડવામાં આવેલ માલસામાનના કેટલાં પરીક્ષણો કરાવવા તે અંગેના "શીડયુલ ઓફ ટેસ્ટીંગ" આ જોડે સામેલ છે. આવા પરીક્ષણો ગુજરાત ઈજનેરી સંશોધન સંસ્થા, વડોદરા અને તે હસ્તકની ક્ષેત્રીય લેબોરેટરીમાં કરાવવાના રહેશે. અને તેના પરીણામો કોન્ટ્રાક્ટરને બંધનકર્તા રહેશે. આ ઉપરાંત જો યોજના માટે અલગ લેબોરેટરી ધરાવતાં ગુણવત્તા નિયમન પેટા વિભાગ હોઈ તો તે પેટા વિભાગ ધ્વારા અથવા ગુજરાત માં આવેલ જુદી જુદી ઈજનેર કોલેજો / પોલીટેકનીક કે જ્યાં આ પ્રકારના માલસામાનમાં પરીક્ષણો ની પુરતી સગવડ હોય તેમાં મેન્યુઅલ ઓફ કવોલીટી કન્ટ્રોલ ધ્વારા નિયત કરેલ ધોરણો અનુસાર કરાવી શકાશે. આ ઉપરાંત નીચેની ખાનગી સંસ્થાઓ પણ માલસામાનના પરીક્ષણો માટે (તા.૨૩-૩-૦૩ સુધી કરાવવામાં આવેલ છે.) તે સંસ્થાઓ માં પણ કરાવી શકાશે. (૧) એમ.કે.સોઈંગ ટેસ્ટીંગ લેબોરેટરી, અમદાવાદ (૨) નિરમા ઈન્સ્ટીટ્યુટ ઓફ ટેકનોલોજી, અમદાવાદ (૩) યુનિક એન્જીનીયરીંગ એન્ડ એડવાઈઝરી સર્વિસ, સુરત (૪) શીખર કન્સ્ટ્રક્ટ, અમદાવાદ (૫) બી.વી.એમ.એન્જીનીયરીંગ કોલેજ, વિધાનગર (૬) કે.બી.એમ.એન્જીનીયરીંગ રીસર્ચ લેબોરેટરી, અમદાવાદ (૭) ધર્મસિંહ ટેસ્ટાઈ ઈન્સ્ટીટ્યુટ ઓફ ટેકનોલોજી, નડીયાદ (માન્યતા વધારવાના હુકમો આધીન)

પરંતુ કુલ કરાવવાના થતાં પરીક્ષણોના ૧૦ ટકા પરીક્ષણો અથવા ઓછામાં ઓછુ ૧ પરીક્ષણ ગુજરાત ઈજનેરી સંશોધન સંસ્થા, વડોદરા ખાતે અથવા તેના હસ્તકની ક્ષેત્રીય લેબોરેટરીમાં કરાવવાના રહેશે. અને આ શરત પ્રોજેક્ટની લેબોરેટરીમાં કરાવેલ પરીક્ષણો માટે પણ લાગુ પડશે. મા.મ.વિ.પરીપત્ર ક્રમાંક એસ.એસ.આર. / ૧૦૯૭ / જી.એન. / ૧૦૬ /કયુસી / ૮ / શ તા.૨-૪-૯૮ તથા મા.મ.વિ. પરીપત્ર ક્રમાંક પરચ / ૧૦૨૦૦૩ / ભુનિજન / ૫૩ / ૧૨ / શ તા.૨૪-૯-૨૦૦૧ તથા ૨૭-૯-૨૦૦૨.

વિશેષમાં નર્મદા જળસંપત્તિ અને પાણી પુરવઠા વિભાગ હેઠળ કોન્ટ્રાક્ટર્સ ધ્વારા કામમાં લાવવામાં આવતાં લોખંડ અને સિમેન્ટની ગુણવત્તા અંગે એન્જીનીયર્સ ઈન્ડિયા લી. તથા ડી.જી.ટી.ડી. જેવી સ્વતંત્ર તેમજ સક્ષમ સંસ્થાની સેવા લઈ આવા તજજ્ઞો મારફત ગુણવત્તા ચકાસણી કરાવવામાં આવશે. (ન.જ. અને પા.પુ. વિભાગનો તા.૨૩-૯-૨૦૦૨ નો ઠરાવ ક્રમાંક એસ.ટી.એલ. / ૧૦૯૪ / ૫૮ / ભાગ / ૨ / હ)

ખંડ ૭૭.૨ :- આ કામ માટે ઈજારદાર ધ્વારા વાપરવામાં આવતી સિમેન્ટની ખાલી થેલીઓ વિભાગને ૨૫ થેલીના બંડલમાં ફ્રી ઓફ કોસ્ટ પરત આપવાની રહેશે. વાપરેલી થેલીઓના ૫ ટકા વેસ્ટેજ ગણી બાકી ૯૫ ટકા થેલીઓ ડિવિઝનના મુખ્ય મથકના પી.ડબલ્યુ.ડી.સ્ટોરમાં પહોંચાડવાની રહેશે. (મા.મ.વિ.નો તા.૨-૧-૨૦૦૪ નો પરીપત્ર પરચ / ૧૨૦૩ / ૩૯૨૮ / ન)

ખંડ ૭૮ : ચૂકવણાના બીલમાંથી જે તે સમયે લાગુ પડતા વાણિજ્ય વેરા અધિનિયમની જોગવાઈ મુજબ વાણિજ્ય વેરો ચૂકવણાં સ્થાનેથી કાપવાપાત્ર હશે તો તે બીલમાંથી કાપવામાં આવશે.

ખંડ ૭૯ : ચૂકવણાનાં બીલમાંથી થયેલ કામની કિંમતનાં ૧ ટકા લેખે (બિલ્ડીંગ એન્ડ અધર કન્સ્ટ્રકશન વર્ક્સ વેલફેર શેષ એક્ટ) અને તે હેઠળ ઘડાયેલ ગુજરાતનાં ૧૯૯૮નાં નિયમોનાં નિયમ ૫ ની જોગવાઈ મુજબ ઉક્ત શેષનો ફાળો વસૂલ કરવામાં આવશે. (શ્રમ અને રોજગાર વિભાગની તારીખ ૩૧-૧-૦૫ની અધિસૂચના ક્રમાંક જીએચઆર/૨૦૦૫/૦૪/સીડબલ્યુએ/૨૦૦૪/૮૪૧/મ.૩ અને તે વિભાગનો તા.૯-૧૨-૦૫નો ઠરાવ ક્રમાંક સીડબલ્યુએ/૨૦૦૪/૧૮૩૧/મ૩)

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

ANNEXURE - 1

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

To

The Executive Engineer

PLACE:

----- Division:

DATE:

Details regarding my/ our partners/ our Company (in the case of limited Company) Names, address(es), telephone numbers 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

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

Dated Signature of Tenderer

ANNEXURE-2

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

અ) મજૂરીના દૈનિક દર

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

૧) મકાનો

અનું	ટેન્ડર આઈટમ નં.	માલસામાનની વિગત	યુનિટ	દર
૧.		ઈટો.	૧૦૦૦ નંગ	રૂા.
૨.		પથ્થર ચણતરનો ખાણ લીડ કપચી	૧૨ મીમી થી ૨૦ મીમી	
૩.		ખાણ	ધ.મી	રૂા.
૪.		લીડ	કી.મી	રૂા.
		રેતી પ્રાપ્તી સ્થાન	લીડ કીમી	
૫.		લાકડું સાગીન્કટ સાર્ઈઝ (સરેરાશ યાદી માટે)		
		(અ) બારી	ચો.મી	રૂા.
		(બ) બારણા	ચો.મી	રૂા.
૬.		ફ્લોરીંગ ટાઈલ્સ	ચોમી	રૂા.
૭		પોલીસ કોટા સ્ટોન જાડાઈ મીમી.	ચોમી	રૂા.
૮		ગેલ્વેનાઈઝ , પાઈપ		
		અ) ૨૫ મીમી	દર.મી	રૂા.
		બ) ૧૨ મીમી	દર.મી	રૂા.

૨) (રસ્તાઓ) કામના સ્થળ ઉપરના ભાવ

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

૩) હોટ મીક્ષના કામો માટે કામના સ્થળ ઉપરના પડતરના ભાવ

અનું	ટેન્ડર અનું	વિગત	યુનિટ	દર	રીમાર્ક્સ
૧.		કપચી	ધ.મી.		ખાણ
૨.		ગ્રીટ	ધ.મી.		ખાણ
૩.		બલ્ક આસ્ફાલ્ટ	ધ.મી.		
૪.		ડામર કામી મજૂરી	ધ.મી.		

૪) પુલોના કામો : કામ સ્થળ ઉપરના ભાવ

અનં	ટેન્ડર અનું	માલસામાની વિગત	ખાણ પ્રાપ્તિ સ્થાનું નામ (સરેરાશ)	લીડ કીમી	યુનિટ	દર રૂ.
૧.		મશીન કસ્ટ, મેટલ		ધ.મી.		
૨.		કપચી		ધ.મી.		
૩.		ગ્રીટ		ધ.મી.		
૪.		રેતી		ધ.મી.		
૫.		હાઈ ટેન્સાઈલવાટર		ધ.મી.		

એકરાર પત્ર

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

ANNEXURE - 3
PERFORMANCE BOND
(See clause no. 1)

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

Principal (Contractor)

Surety (Bank)

Sum of bond (express in words and figures)

Contract No. and date of Contract

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

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

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

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

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

In the presence of witness

Principal

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

Attested

Corporate surety

Business address _____

Affix bycorporate Seal

Title

For and on behalf of the Employer

ANNEXURE - 4
LIST OF WORKS ALREADY COMPLETED BY THE TENDERER
 ઈજારદારે પૂરા કરેલ કામોની યાદી

ક્રમાંક	કામનું નામ	સ્થળ	પૂરા થયેલ કામની કિંમત	કામ પુરુ કરવા માટે લીધેલ સમય માસમાં	વિશેષ નોંધ
1	2(a)	2(b)	3	4	5

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

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

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

Sr. No. S/D F/S	Plant or Machinery ઓજારો અથવા યંત્રો	Location :Y/	Age of Machinery મશીનરી કેટલા વર્ષે જુની છે.	Make બનાવટ	Capacity ક્ષમતા	Approximate Value અંદાજી કિંમત	Remark વિશેષ નોંધ
1	2(a)	2(b)	3	4	5	6	7

ANNEXURE - 6
DECLARATION REGARDING WORKS ON HAND WITH TENDERER
 ઈજારદારના હાથ પર હોય તેવા કામની વિગત

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

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

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

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

SCHEDULE – A અનુસુચિ-ક

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

Particulars વિગત	Approximate quantity અંદાજી જથ્થો	Rate at which the materials will be charged to the contractor કોન્ટ્રાક્ટર પાસેથી માલસામાન માટે લેવાનો થતો દર		Place of delivery ડીલીવરીનું સ્થળ
!	Z	#	\$	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 વિભાગ તરફથી પુરી પાડવામાં આવશે નહીં. (મા.મ.વિ. ઠરાવ ક્રમાંક ટી.એન.સી. / ૧૦૮૫ / ૪ / એસ.તા.૨૦-૧૨-૯૧ તથા એસ.ટી.આર./૧૦૮૭ / ૮૨ / હ તા.૨૭-૧૧-૯૭ તથા ટી.એન.સી.-૧૦૮૮ - આઈબી / ૨૨૦-૧૮- સ તા. ૩૧-૩-૦૫) પરંતુ નર્મદા , જળસંપત્તિ અને પાણી પુરવઠા વિભાગ ધ્વારા કામમાં વાપરવા જરૂરી સ્ટીલ વિભાગ ધ્વારા પુરૂ પાડવાની જોગવાઈ તા.૨૩-૬-૯૭ ના વિભાગના ઠરાવ ક્રમાંક એસ.ટી.એલ./ ૧૦૮ / કે / ૫૮ / ભાગ (હ) ધ્વારા ચાલુ રાખવામાં આવે છે. આ અંગે શેડ્યુલ -એ માં જે જોગવાઈ કરવામાં આવે તે આખરી ગણાશે.

નોંધ-૨ :- સીમેન્ટ :- જ્યારે સીમેન્ટ ઈજારદાર ધ્વારા કામમાં વાપરવા લાવવામાં આવે ત્યારે આવો સીમેન્ટ ઈજારદાર આઈ.એસ.પ્રમાણપત્રવાળા તથા મૂળ ઉત્પાદક કંપનીમાંથી સીધી રીતે મેળવવાનો રહે છે. અને તેની ખરાઈ માટે તેના ચુકવણાના બીલો કા.ઈ.શ્રીને રજૂ કરવાના રહેશે. આવો સીમેન્ટ કંપનીના અધિકત વિક્રેતા પાસેથી ખરીદી શકાશે નહીં પરંતુ ભાવ વધારાના સ્ટાર રેઈટ મુજબ ચુકવણુ કરવા અંગેની ગણતરીમાં લેવાના સીમેન્ટના ભાવો અધિકત વિક્રેતા પાસેથી મેળવી શકાય, પરંતુ અધિકત વિક્રેતા પાસેથી ખરીદ કરી શકાય નહીં. (તા.૬-૪-૯૮ નો મા.મ.વિ.પરિપત્ર ટીએનસી / ૧૦૮૮ / આઈબી / (૧૮) / સ)

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

નોંધ ૪ :- ડામર :- જ્યારે કામમાં વાપરવા ડામર ઈજારદાર ધ્વારા લાવવાનો હોય ત્યારે તે ડામર ઈજારદારે ઓઈલ રીફાઈનરીમાંથી પૈસા ભરી ત્યાંથી જ સીધો ખરીદવાનો રહેશે.આ અંગે ઈજારદારે પુરી કરવાની શરતો નીચે મુજબ રહેશે. (૧) ઈજારદાર ડામર ક્યાંથી લાવ્યા તે અંગેનું બીલ અસલમાં કા.ઈ. ને રજૂ કરવાનું રહેશે. (૨) રીફાઈનરીના ગેટપાસ પણ બીલ સાથે સામેલ કરવાના રહેશે. (૩) ડામર જે ટેન્કરમાં લાવવામાં આવે તે ટેન્કરનો વાહન નંબર બતાવવાનો રહેશે. (૪) ડામર ઉપર ઈજારદારશ્રીને એડવાન્સ પેમેન્ટ અથવા સીક્યોર્ડ એડવાન્સ મળી શકશે નહીં. (૫) ઈજારદારે રજૂ કરેલ અસલ બીલમાં ડામરનો ગ્રેડ (ક્વોલીટી અંગે) ઉલ્લેખ હોવો જોઈએ. આ અંગે ઈજારદારે ડામરના ગ્રેડ અંગેનું ટેસ્ટ રીજલ્ટ / ગ્રેડ અંગેનું પ્રમાણપત્ર રજૂ કરવાનું રહેશે. (૬) ઈજારદારે ડામરની આવક /વપરાશ / બચત અંગેનું રજીસ્ટર પ્લાન્ટ / સાઈટ ઉપર નિભાવવાનું રહેશે. (મા.મ.વિ.પરિપત્ર ક્રમાંક એસ.ટી.આર / ૧૦૮૭ / ૮૨ / હ તા.૨૭-૧૧-૯૭ અને ૨૧-૧૧-૯૮)

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

ટેન્ડર રજૂ કરનાર વ્યક્તિ કે પેઢીએ ટેન્ડર રજૂ કરતાં પહેલાં તેને આપવામાં આવતાં ફોર્મમાં હવાલાના ઈજનેરે ઉપરની અનુસુચિમાં દર ભરી આપ્યા હોય તેની ખાતરી લેવી

કોઈ કામ માટે કોન્ટ્રાક્ટરને વિના મુલ્યે પુરો પાડવાનો માલસામાન અનુસુચિ-ખ તેમજ કોન્ટ્રાક્ટરના કરાર સાથે જોડેલી વિગતોની યાદી ઉપરાંત અનુસુચિ -ક માં જણાવવું.

SCHEDULE –B

Name of Work:-

Item No.	Estimated Quantity but may be more or less	Item of work	Estimated Rates		Unit	Total amount according to estimated Quantity
			In Figures in Rs.	In words		
1	0.0	Jungle clearance of specified category and bushes for Canal/ Dams work as directed with disposing materials etc. complete (excluding tree girth 0.50 mt.) for (C) Heavy dence.			Hect	
2	0.00	Dismantalling masonry in lime or cement & stacking of useful and unuseful material from the dismantalled materials as directed under detailed specification etc. Comp(a) bricks			Cum	
3	0.00	Dismantalling C.C. foundation or flooring sorting & stacking useful and unuseful material from the dismantalled materials in lead of 200 mt. As directed under detailed specification etc Comp.			Cum	
4	0.00	Excavation in all sorts of soil strata and formation including depositing the unuseful excavated stuff as and where directed including sorting and stacking useful materials as required and up to lead of 200 mt. And all lift etc. complete, including dewatering. in overburden including hard murrum			Cum	
5	0.00	Providing and laying in foundation concrete of proportion 1:4:8 using cement, sand and machine crust course aggregate laying in situ including necessary temping, smooth finishing, watering and curing as directed with all leads and lifts etc complete. Pcc 1:4:8			Cum	
6	0.00	Prov. & laying in foundation concrete of proportion 1:3:6 using cement, sand and machine crust course aggregate laying in situ including necessary temping,			Cum	

		smooth finishing, watering and curing as directed with all leads and lifts etc complete. Pcc 1:3:6				
7	0.00	Providing H.Y.S.D. steel bar reinforcement for R.C.C. works and anchor bars with providing binding wires including cutting bending, welding, binding, inposition, hooking, placing in position with all leads & lifts etc. complete. (a) H.Y.S.D.steel bar			MT	
8	0.00	Providing. Weep holes 100 or 110 mm dia of pipe in the retaining wall etc compete. (b) P.V.C.Pipe			Cum	
9	0.00	Providing and laying graded filters of sand, graded and oversize metal (100 mm to 150mm)behind the retainingwall and wing walls as directed as per approved drawing with all lead & lifts etc. complete.			Cum	
10	0.00	Providing. And fixing Marble plate 45 cm x 60 cm size including engraving for letters as directed etc. complete.			Nos.	
					Total ₹	0.00
					Say ₹	0.00

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		*Estimated amount	
put to tender	Rs.....	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 hand book and other specifications of division or as directed.

નોંધ ૧ : બધુજ કામ બાંધકામ વિભાગની પુસ્તિકા અને ડીવીઝનની બી ખાસ વિગત મુજબ અથવા સુચના પ્રમાણે કરી આપવાનું રહેશે.

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

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

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

- નોંધ ૩ :** ટાંકેલા દરમાં, સ્થળની (કામના આરંભે અને પુરૂ થાય તે વખતે) દરેક રીતે સાફ-સુફી કરવાનું સમાવેશ થાય છે, અને તે દર તમામ પરિસ્થિતિ, સ્થળ, ભેજ, હવામાન વગેરે હેઠળ કામ માટે અમલમાં રહેશે.
- Note 4:** To be continued on additional sheets, if found necessary.
- નોંધ ૪ :** જરૂર જણાય વધારાના કાગળો જોડી ચાલુ રાખવું.

Signature of the contractor
કંટ્રાક્ટરની સહી:

Executive Engineer
Panchayat Irrigation Division
Patan

SCHEDULE - C

(See clause No. -2)

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

Time Schedule of Completion

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

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

Signature of the contractor
કંટ્રાક્ટરની સહી:

Executive Engineer
Panchayat Irrigation Division
Patan

GENERAL CONDITIONS

1. In the specification “as directed” / “as approved” shall be taken to mean “as directed” / “as approved” by the Engineer- in- charge.
2. Whenever a reference to any Indian standard appears in the specifications, it shall be taken to mean as a reference to the latest addition of the same in force on the date of agreement.
3. In mode of measurement in the specifications wherever a dispute arises in the absence of specific mention of a particular point of aspect, the provision on these particular points or aspects in the relevant Indian Standard shall be referred to.
4. All measurements and computations unless otherwise specified shall be carried out nearest to the following limits:

(i). Length, width and depth {height}	0.01 metre.
(ii). Areas	0.01 sqm.
(iii). Cubic contents	0.01 cum.
5. In recording dimensions of work the sequence of length, width and height (depth) or thickness shall be followed.
6. The work in general shall be carried out in workman like manner as per best techniques for the particular item as well as to the correct section and gradient as per drawing and to the entire satisfaction of the Engineer-in-charge or his authorized representative.
7. The site shall be cleared off all rubbish materials heaps etc. and shall be handed over in neat and good condition after completion of work.
8. The contractor shall made arrangements for proper steps or ladders for inspection of the work.
9. The contractor shall provide wooden boxes of size 30cm x 30cm x 38cm for measuring sand, aggregate etc.
10. The contractor shall provide necessary road diversion etc during the execution of work wherever necessary and maintain the same till the work is completed.
11. Contractor shall make his own arrangement for providing labour and miscellaneous materials such as nails, peg coir string, forms, template etc. for the purpose of levelling and for giving the alignment and checking of work etc.
12. Contractor shall provide a store near the site of work for the materials like cement etc. with double locking arrangement and one key shall be given to the authorized representative of Engineer-in-charge. The contractor shall take care for its safe custody and shall be responsible for loss or damage etc.
13. The work order book shall be maintained on site of work and the contractor shall sign the orders given by the officers or his agents and shall carry out the instructions properly.
14. The contractor shall engage an authorized agent having full authority with experience and qualification capable of managing and executing the work and he shall carry out the work as per the instructions given by the Engineer-in-charge or supervisory staff of the department from time to time. He shall clearly and distinctly understand that the conditions of contract and specifications are intended to be rigidly enforced. No relaxation on account of customs prevailing shall be allowed.
15. Extra charges for claim in respect of extra work shall not be allowed unless the work to which they relate are clearly beyond the spirit and meaning of the specifications and such works are ordered in writing by the Engineering-in-charge and claimed in the qualified manner before the work is taken up on hand.
16. The work shall be carried out as per the specifications written especially for the items of work and in case of conflict the specifications given in P.W.D. Hand book shall be considered valid.
17. In case of any discrepancy in item and specifications of the work the specifications shall have precedence over the description of items given in scheduled B and / or the drawings.
18. Definite particulars covered in the items of work, though not mentioned or elucidated (Explained) in specifications shall be deemed to be included therein.
19. The contractor in case of accident shall provide medical facilities to labourer working on site of work. Moreover he shall also provide necessary first aid facilities on site of work in case of accident. The rules made under Workman’s compensation Act’ shall be binding to the contractor and he shall undergo all procedures laid therein. The contractor shall also abide by and fulfil all his obligations under the contract labour act.
20. The contractor or his authorised agent shall sign on working cross sections as well as in field books etc in token of acceptance for the purpose of earthwork calculation prior to starting the work. No dispute in

- regards of acceptance of levels shall be entertained at later stage after starting the work.
21. The earthwork shall be carried out by machineries like Poclain, Dozer, Dumper, etc. after marking necessary profiles as per required sections.
 22. The contractor shall provide labourers for taking measurements and levels of work etc wherever necessary.
 23. The distance, which constitutes lead, shall be determined along the shortest practical route and not necessarily the route actually taken. The decision of The Engineer-in-charge in this regard shall be taken as final.
 24. Where no lead is specified, it shall mean "all leads".
 25. Lift shall be measured from ground level.
 26. Up to "floor two level" means actual height of floor (Max. 4m) up to 3m above plinth level.
 27. Approval to the samples of various materials given by the Engineer-in-charge shall not absolve the contractor from the responsibility of replacing defective material brought on site or materials used in the work found defective at a later date. The contractor shall have no claim to any payment or compensation whatsoever on account of any such materials being rejected by the Engineer-in-charge.
 28. Collection of approved materials shall be done at site of work in a systematic manner. Materials shall be stored in such a manner as to prevent damage, deterioration or intrusion of foreign material and to ensure the preservation of their quality and fitness for the work
 29. The contract rate of the item of work shall be for the work completed in all respects.
 30. All necessary safety measures and precautions (including those laid down in various relevant Indian Standards) shall be taken to ensure the safety of men, materials and machinery on the work as also of the work it self.
 31. The contractor shall have to borne all testing charges as required and detailed under specifications of the item.
 32. All the items mentioned above should be carried out by the contractor at his own cost and for this no payment what so ever shall be made by department.
 33. All necessary safety measures and precautions against earthquake shall be followed as per provisions laid down in guidelines issued by Gujarat State Disaster Management Authority and as directed by the Engineer-in-charge.
 34. The decision of Engineer-in-charge in all disputes shall be final and binding to the Contractor.
 35. Definite particulars covered in the items of work, though not mentioned or elucidated in it specifications shall be deemed to be included therein.
 36. Materials, if and when rejected by the Engineer-in-charge, shall be immediately removed from the site of work.
 37. No materials shall be stored prior to, during and after execution of a structure in such a way as to cause or lead to damage or overloading of the various components of the structure.
 38. All tools, templates, machinery and equipment for correct execution of the work as well as for checking lines, levels, alignment of the works during execution shall be kept in sufficient numbers and in good working condition on the site of the work.
 39. All installation pertaining to water supply and fixtures there of as well as drainage lines and sanitary fittings shall be deemed to be completed only after giving satisfactory tests by the contractor.
 40. The contractor shall be responsible for observing the rules and regulations imposed under "Minor Minerals Act", and such other laws and rules prescribed by Government from time to time.
 41. Approval to any of the executed items for the work does not in any case relieve the contractor of his responsibility for the correctness, soundness and strength of the structure as per the drawings and specifications.
 42. Special modes of construction shall not be adopted in general engineering practice. If proposed to be adopted by the contractor it shall be considered only if the contractor provides satisfactory evidence that such special mode of construction is safe, sound and helps in speedy construction and completion of work to the required strength and quality. Acceptance of the same by the engineer –in-charge shall not, however absolve the contractor of responsibility of any adverse effects and consequences of adopting the same in the course of execution of completion of the work.
 43. If any changes in design may be found necessary in the work and any quantities may increase or decrease because of this change, the contractor shall have to carryout the work accordingly and such alteration in quantities will not be paid extra and it shall be binding to contractor and contractor shall have to adjust his work according to the engineers decision which shall be final and binding to the contractor. The

contractor shall not be entitled to any claims or compensation under any circumstances.

44. In case of defective description or ambiguity, the Executive engineer –in-charge shall issue further instruction directing in what manner the work is to be carried out.
45. The contractor should take no advantage of any apparent error or commission in drawing specifications, and the Executive engineer –in-charge shall make such correction and interpretation as necessary to fulfil the intent of the plans and specifications.
46. The Narmada, Water Resources, Water Supply and Kalpasar department shall not be liable to any compensation to the contractor for correcting or repairing any damage caused to any part of the work during construction due to floods or due to any other causes.

In the event of any discrepancy in several documents forming the contract the following order of precedence shall apply.

A. DIMENSIONS

1. Drawings.
2. Schedule 'B' the tender form.
3. Specification.

In drawing, dimensions given in figures unless obviously incorrect shall be followed in preference to dimensions measured on scale.

B. DESCRIPTION

1. Schedule 'B' of tender form
2. Drawings.
3. Specification.

DAMAGE BY FLOOD OR ACCIDENT:-

The contractor shall take all precautions against damage by floods unanticipated, or from other cause or from accident, No compensation shall be allowed to the contractor for his plants and materials lost or works damaged by floods or on account of other causes. The contractor shall be liable to make good any plant or material of every description belonging to the contractor or damaged by floods or from any other causes. However neither party shall be responsible for damage occurred due to unprecedented floods, volcanic eruption, earthquakes or other convulsion of nature and other circumstances.

SAMPLES AND TESTS

Tests on materials and also on the works as laid down shall be carried out by department. The contractor shall arrange for labour and collecting and forwarding the sample at his own risk and cost as may be required by the engineer –in-charge and if so directed, shall not make use of, or incorporate in the work any materials represented by any of the samples until the required tests have been carried out and materials accepted. The contractor in all cases shall furnish the required samples without any charge.

SOIL SAMPLE TESTING

The soil suitability testing and density test shall be carried out as per I.S. Specifications and a register shall be maintained on site of work, showing results of all such testing.

Drawing attached to this tender are for general guidance and the engineer –in-charge shall have the right to make any major/ minor changes as may be found necessary during construction. The sources for materials are only tentative and approximate. Contractor shall not be entitled to any claim whatsoever for any major/ minor changes in the drawing done by the engineer-in-charge.

SUPPLY OF CEMENT

Contractor has to make his own arrangement for procurement of cement only ordinary Portland cement shall be used.

JURISDICTION:

The contract shall be governed by the laws of India in force and shall be subjected to the jurisdiction of Indian courts.

Signature of the contractor
કંપાની સહી

Executive Engineer
Panchayat Irrigation Division
Patan

Specifications of Materials

M-1: Water: -

- Water shall not be salty or brackish and shall be clean, reasonably clear and free from objectionable quantities of silt and traces of oil and injurious alkalis, salts, organic matter and other deleterious material which will either weaken the mortar or concrete or cause, efflorescence or attack the steel in RCC. Container for transport, storage and handling of water shall be clean. Water shall conform to the standards specified in IS 456-1978(3RD Revision, Reaffirmed 1991).
- If required by Engineer-in-charge it shall be tested by comparison with distilled water. Comparison shall be made by means of standard cement tests for soundness, time of setting and mortar strength as specified in IS 269-1989 (4th revision). Any indication of unsoundness, change in time of setting by 30 minutes or more or decrease of more than 10 per cent in strength of mortar prepared with water sample when compared with the results obtained with mortar prepared with distilled water shall be sufficient cause for rejection of water under test.
- Water for curing mortar, concrete or masonry should not be too acidic or too alkaline. It shall be free of elements, which significantly affect the hydration reaction or otherwise interfere with the hardening of concrete during curing or those which produce objectionable stains or other unsightly deposits on concrete or mortar surfaces.
- Hard and bitter water shall not be used for curing. Potable water will be generally found suitable for curing mortar or concrete.
- Water shall conform to IS-456-2000 and the different tests for suitability of water shall be carried out as per IS-3025 (Part 17, 18 , 22 , 23 . 24 and 32) as directed by the Engineer-in-charge.

M-2: Cement: -

- Cement shall be ordinary port land slag cement as per IS 269-1989 (4th revision) or Portland slag cement as per IS 455-1989 (4th revision).
- The different tests and frequency of test shall be carried out as per IS-4031 (Part-4) 1988 and IS-4032-1986 and as directed by the Engineer-in-charge. The different tests must satisfy the qualitative standards as per relevant IS for use in construction work.

M-5: Sand: -

- Sand shall be natural sand, clean, well graded, hard, strong, durable and gritty particle free from injurious amount of dust clay, kankar, nodules, soft or flaky particles, shale, alkali, salts organic matter, loam, mica or other deleterious substance and shall be got approved from the Engineer-in-charge. The sand shall not contain more than 8 percent of silt as determined by field test. If necessary, the sand shall be washed to make it clean.
- The different tests for suitability of sand shall be carried out as per IS-2386 (Part-1 to

8) 1963 and IS-383-1970 and as directed by the Engineer-in-charge. The different test shall satisfy the qualitative standard as per relevant IS for use in construction work.

5.1: Coarse Sand:

- The fineness modulus of coarse sand shall not be less than 2.5 and shall not exceed 3.0. The sieve analysis of coarse sand shall be as under:

IS Sieve Designation	Percent by weight passing sieve	IS Sieve Designation	Percent by weight passing sieve
4.75mm	100	600micron	30-100
2.36mm	90-100	300micron	5-70
1.18mm	70-100	150micron	0-50

5.2: Fine sand

- The fineness modulus shall not exceed 1.0. The sieve analysis of fine sand shall be as under.

IS Sieve Designation	Percent by weight passing sieve	IS Sieve Designation	Percent by weight passing sieve
4.75mm	100	600micron	40-85
2.36mm	100	300micron	5-50
1.18mm	70-100	150micron	0-10

- The different tests for suitability of sand shall be carried out as per IS-2386 (Part-1 to 8) 1963 and IS-383-1970 and as directed by the Engineer-in-charge. The different test shall satisfy the qualitative standard as per relevant IS for use in construction work.

M-6: Cement Mortar: -

- Water shall conform to specification M-1, Cement shall conform to specification M-2 and Sand shall conform to M-5.

Proportion of Mix:

- Cement and sand shall be mixed to specified proportion, sand being measured by measuring boxes. The proportion of cement will be by volume on the basis of 50 kg/ bag of cement being equal to 0.0342 cum. The mortar may be hand mixed or machine mixed as directed.
- The suitability and frequency of test for cement mortar shall be determined as per IS-2250-1981, IS-3081-1965, IS-8605-1977 and as directed by Engineer-in-charge.

Preparation of mortar:

- In hand mixed mortar cement and sand in the specified proportions shall be

thoroughly mixed dry on a clean impervious platform by turning over at least 3 times or more till a homogenous mixture of uniform colour is obtained. Mixing platform shall be so arranged that no deleterious extraneous material shall get mixed with mortar or mortar shall flow out. While mixing, the water shall be gradually added and thoroughly mixed to form a stiff plastic mass of uniform colour so that each particle of sand shall be completely covered with a film of wet cement. The water cement ratio shall be adopted as directed by the Engineer-in-charge.

- The mortar so prepared shall be used within 30 minutes of adding water only such quantity of mortar shall be prepared as can be used within 30 minutes.

M-7: Stone coarse Aggregate for Nominal Mix Concrete: -

- Coarse aggregate shall be machine-crushed stone of black trap or equivalent and be hard, strong, dense, durable, clean and free from skin and coating likely to prevent proper adhesion of mortar.
- The aggregate shall generally be cubical in shape. Unless special stones of particular quarries are mentioned aggregates shall be machine crushed from the best black trap or equivalent hard stone as approved. Aggregate shall have no deleterious reaction with cement. The size of the coarse aggregate for plain cement concrete and ordinary reinforced cement concrete shall generally be as per the table given below.
- However in case of reinforced cement concrete the maximum limit may be restricted to 6 mm less than the minimum lateral clear distance between bars or 6 mm less than the cover whichever is smaller.

IS Sieve Designation	Percentage passing for single sized aggregates of nominal size			IS Sieve Designation	Percentage passing for single sized aggregates of nominal size		
	40mm	20mm	10mm		40mm	20mm	10mm
63 mm	100	-	-	12.5mm	-	-	100
40 mm	85-100	100		10 mm	0-5	0-20	85-100
20 mm	0-20	85-100	100	4.75 mm	-	0-5	0-20
16 mm	-	-	85-100	2.36mm	-	-	0-5

- ❖ **Note:** This percentage may be varied some what by Engineer-in-charge when considered necessary for obtaining better density and strength of concrete.
- The grading test shall be taken in the beginning and at the change of source of materials. The necessary test indicated in IS 383-1970 and IS 456-1978 (3rd Revision Reaffirmed 1991) shall have to be carried out to ensure the acceptability. The aggregates shall be stored separately and handled in such a manner as to prevent the intermixing of different aggregates. If the aggregates are covered with dust, they shall be washed with water to make them clean. *The suitability of aggregate to be used in concrete work shall be determined by conducting test in accordance with IS-2386*

(Part-1 to 8) as directed by the Engineer-in-charge.

- The material will be allowed to use in construction work if the test results are OK.

M-8: Black Trap or equivalent Hard Stone course aggregate for design mix concrete: -

- Aggregate for Design Mix concrete: Course aggregate shall be of machine crushed stone of black trap or equivalent hard stone and be hard, strong, dense, durable, clean and free from skin and coating likely to prevent proper adhesion of mortar.
- The aggregates shall generally be cubical in shape. Unless special stones of particular quarries are mentioned aggregates shall be machine crushed from the best black trap or equivalent hard stones as approved. Aggregate shall have no deleterious reaction with cement.
- The necessary test indicated in IS 383-1970 and IS 456-1978 (3rd Revision Reaffirmed 1991) shall have to be carried out to ensure the acceptability of the materials.
- If aggregate is covered with dust it shall be washed with water to make it clean.
- The suitability of aggregate to be used in concrete work shall be determined by conducting test in accordance with IS-2386 (Part-1 to 8) as directed by the Engineer-in-charge.
- The material will be allowed to use in construction work if the test results are OK.

M-13: Shuttering: -The shuttering shall be either of wooden planking of 30mm minimum thickness with or without steel lining or of steel plates stiffened by steel angles. The shuttering shall be supported on battens and beams and props of vertical bullies properly cross-braced together so as to make the centering rigid. In places of bully props, brick pillar of adequate section built in mud mortar may be used.

- The formwork shall be sufficiently strong and shall have camber, so that it assumes correct shape after deposition of the concrete and shall be able to resist forces caused by vibration of live load of men working over it and other incidental loads associated with it. The shuttering shall have smooth and even surface and its joints shall not permit leakage of cement grout.
- If at any stage of work during or after placing concrete in the structure, the formwork sags or bulges out beyond the required shape of the structure, the concrete shall be removed and work redone with fresh concrete and adequately rigid formwork. The complete formwork shall be got inspected by and got approved from the Engineer-in-charge, before the reinforcement bars are placed in position.
- The props shall consist of bullies having 100mm minimum diameter measured at mix length and 80 mm at thin end and shall be placed as per design requirement. These shall rest squarely on wooden sole plates 40 mm thick and minimum-bearing area of 0.10 sqm laid on sufficiently hard base.
- Double wedges shall further be provided between the sole plate and the wooden props so as to facilitate tightening and easing of shuttering without jerking the concrete.

- The timber used in shuttering shall not be so dry as to absorb water from concrete and swell or bulge nor so green or wet as to shrink after erection. The timber shall be properly sawn and placed on the sides and surface coming in contact with concrete. Wooden formwork with metal sheet lining or steel plates stiffened by steel angles shall be permitted.
- As far as practicable clamps shall be used to hold the forms together and use of nails and spikes avoided.
- The surface of timber shuttering that would come in contact with concrete shall be well wetted and coated with soap solution before the concreting is done. Alternatively, coat of raw linseed oil or oil of approved manufacturer may be applied in place of soap solution. In case of steel shuttering either soap solution or raw linseed oil shall be applied after thoroughly cleaning the surface. **Under no circumstances black or burnt oil shall be permitted.**
- The shuttering for beams and slabs shall have camber of 4 mm per meter (1 in 250) or as directed by the Engineer-in-charge, so as to offset the subsequent deflection. For cantilevers, the camber at free end shall 1/50 of the projected length or as directed by the Engineer-in-charge.

M-19: Stone Grit: -

- Grit shall consist of crushed or broken stone and be hard, strong, dense, durable, clean, of proper gradation and free from skin or coating likely to prevent adhesion of mortar. Grit shall generally be cubical in shape and as far as possible flaky elongated pieces shall be avoided. It shall generally comply with the provision of IS 383-1970. Unless special stone of particular quarry is mentioned, grit shall be obtained from the best black trap or equivalent hard stone as approved by Engineer-in-charge. The grit shall have no deleterious reaction with cement.
- The grit shall conform to the following gradation as per sieve analysis:

IS Sieve Designation	Percentage by weight passing sieve	IS Sieve Designation	Percentage by weight passing sieve
12.50 mm	100%	4.75 mm	0-20%
10.00 mm	85-100%	2.36 mm	0-5%

- The crushing strength of grit shall be such as to allow the concrete in which it is used to built up the specified strength of concrete.
- The necessary tests for grit shall be carried out as per the requirement of IS 2386 (Parts I to VII) 1963 (Reaffirmed 1990), as per instructions of the Engineer-in-charge.
- The necessity of test will be decided by the Engineer-in-charge.

Signature of Contractor

Executive Engineer
Panchayat Irrigation Division
Patan

ITEM WISE SPECIFICATIONS

Item no. 1 Jungle clearance of specified category and bushes for canal/dam work as directed with disposing materials etc. complete (Excluding tree of girth above 0.50mt.)

(a) For Heavy dense

- Before starting the work, the site shown on plans shall be cleared off all obstructions, loose stones and materials, rubbish of all kinds, as well as all trees and brush wood, except those marked for preservation, the roots being entirely grubbed up. All trees shall be cleared up as per instructions from Engineer in charge.
- The stuff obtained from clearance shall be stacked in such a place and a manner as directed by the Engineer in charge and ground shall be left in a properly clean condition.
- In jungle clearing, all trees, not specifically marked for preservation, bamboos, jungle wood and brush wood shall be cut down and their roots grubbed up. All wood and materials available from clearance shall be the property of government and shall be stacked and handed over as directed by Engineer in charge.
- All holes or hollows, whether originally existing or produced by digging up roots shall be carefully filled up with earth, well rammed and levelled up neatly.
- After completion of work, but before its acceptance, the site shall be cleared off all scaffolding, surplus materials and rubbish etc. Unsuitable materials shall be burnt or otherwise disposed off by the contractor at his own cost as directed by Engineer in charge without causing any nuisance, inconvenience or damage to the work. No extra payment shall be made for site clearance required at any stage.

Mode of measurement for payment:

- The rates for this item of work shall be paid on the area cleared on hector basis of the completed work.

Item No. 2 Dismantling masonry in lime or cement & stacking of useful material from the dismantled materials as directed under detailed specification etc. complete.

(a) bricks.

Workmanship:

- The demolition shall consist of demolition of one or more parts of the building as specified or shown in the drawings. Demolition implies taking up or down or breaking up. This shall consist of demolishing whole or part of work including all relevant items as specified or shown in the drawings.
- The demolition shall always be planned before hand and shall be got approved from the Engineer-in-charge before starting the work. This however will not absolve the contractor from the responsibility of proper and safe demolition.
- Necessary droppings, shoring and under pinning shall be provided for the safety of the adjoining work or property, which is to be left intact, before dismantling and demolishing is taken up and the work shall be carried out in such a way that no damage is caused to the adjoining property.
- Whenever required, temporary enclosures or partitions shall also be provided. Necessary precautions shall be taken to keep the dust nuisance down as and where necessary.
- Dismantling shall be commenced in a systematic manner. All materials which are likely to be damaged by dropping from a height or demolishing roof, masonry, etc. shall be carefully dismantled first. The dismantled article shall be properly stacked as directed.
- All materials obtained from demolition shall be the property of Government unless otherwise specified and shall be kept in safe custody until handed over to the Engineer-in-charge.
- Any serviceable material, obtained during dismantling or demolition shall be separated out and stacked properly as directed, with all lead and lift. All unserviceable materials, rubbish, etc. shall be stacked as directed by the Engineer-in-charge.
- On completion of work the site shall be cleared of all debris, rubbish, etc. and cleaned as directed.

Mode of measurement for payment:

- Measurement of all work except hidden work shall be taken before demolition or dismantling and no allowance for increase in bulk shall be allowed. The demolition of brick or stone masonry in cement

mortar shall be measured under this item. Specifications for deduction for voids, openings, etc. shall be on the same basis as that employed for construction work.

- The walls and independent piers of columns of brick or stone masonry shall be measured in cubic metre. All copings, corbels, cornices and other projections shall be included with the wall measurements.
- In measuring thickness of plastered walls, the thickness of plaster shall be included.
- All work shall be measured in decimal system as fixed in its place subject to the following limits, unless otherwise stated hereinafter: (a) Dimensions shall be measured to the nearest 0.01mt. (b) Area shall be worked out to the nearest 0.01sqmt. (c) Cubical contents shall be worked out to the nearest 0.01cumt.
- The rate shall include cost of all labour involved and tools used in demolishing and dismantling including scaffolding. The rate shall also include the charges for separating out and stacking the serviceable materials properly and disposing the unserviceable materials with all lead and lift. The rate shall also include for temporary storing for the safety of the portion not required to be pulled down or of adjoining property and providing temporary enclosures or partitions where considered necessary.
- The rate shall be for a unit of one cubic metre.

Item No. 3 Dismantling C.C. foundation or flooring sorting & stacking useful and un-useful material from the dismantled materials in lead up to 200mt. As directed under detailed specification etc. complete.

- The dismantling work of cement concrete shall be carried out as directed by Engineer in charge by the risk and cost of agency.
- The dismantling work shall be carried out by hammer, chizzes or by pickaxe manually without harming adjoining part of the structure as per line and level as directed by Engineer in charge. No excess dismantling work should be done. The excess or beyond line and level dismantled work should be redone as a new work by the risk and cost of agency as directed by Engineer in charge.
- The useful material brought from the dismantling work shall be the property and government and shall be stacked properly as and where directed by engineer in charge.
- The unsafely material brought from the dismantled work shall be disposed off from the site of work as directed by engineer in charge.

Mode of measurement for payment:

- The payment shall be made on cubic meter basis as per actual dismantled work carried out.

Item No. 4 Excavation in all sorts of strata and formation including depositing the un-useful excavated stuff as and where directed including sorting and stacking useful materials as required and up to lead of 200m and all lifts etc. complete, including dewatering. (a) In overburden including hard murrum.

General:

- Any soil which generally yields to the application of pickaxes and shovels, spade, rakes or any such ordinary excavating implement or organic soil, gravel, silt, sand turf loam, clay, peat etc. fall under this category.

Clearing the site:

- The site on which the structure is to be built shall be cleared and all obstructions, loose stone, materials and rubbish of all kind, bush wood and trees shall be removed as directed. The materials so obtained shall be property of the Government and be conveyed and stacked as directed within 50M lead. The roots of the trees coming in the sides shall be cut and coated with hot asphalt.
- The rate of site clearance is deemed to be included in the rate of earthwork for which no extra will be paid.

Setting out:

- After clearing the site, the centrelines will be given by Engineer-in-charge. The contractor shall assume full responsibility for alignment, elevation and dimension of each and all parts of the work. Contractor shall supply labourer, materials, etc. required for setting out the reference marks and bench marks and shall maintain them as long as required and directed.

Excavation:

- The excavation in foundation shall be carried out in true line and level and shall have the width and depth as shown in the drawings or as directed. The contractor shall do the necessary shoring and strutting or providing necessary slopes to safe angle at his own cost. The payment for such precautionary measures shall be paid separately if not specified. The bottom of the excavated area shall be levelled both longitudinally and transversely as directed by removing and watering as required. No earth filling will be allowed for bringing it to level if by mistake or any other reason excavation is made deeper or wider than shown on the plan or directed. The extra depth or width shall be made up with concrete of same proportion as specified for the foundation concrete at the cost of the contractor. The excavation up to 1.5m depth shall be measured under this item.

Disposal of the excavated stuff:

- The excavated stuff of the selected type conforming to M-17, shall be used in filling the trenches and plinth or levelling the ground in layers including ramming and watering etc.
- The contractor shall remove the balance of the excavated quantity from the site of work to a place as directed with lead up to 50 M. and all lift.

Mode of measurement and payment:

- The measurement of excavation in trenches for foundation shall be made according to the section of trenches shown on the drawing or as per sections given by the Engineer-in-charge. No payment shall be made for surplus excavation made in excess of above requirements or due to slopping and sloping back as found necessary on account of conditions of soil and requirements of safety.
- The rate shall be for a unit of one cubic metre.

**Item No. 5 Providing and laying foundation concrete of proportion 1:4:8 by using cement, sand and machine crushed coarse aggregate laid In situ including necessary tamping, smooth finishing, watering and curing as directed with all leads and lifts etc. complete.
(b) P.C.C. 1:4:8**

Material:

- Water shall conform to M-1, Sand shall conform to M-5, Cement shall conform to M-2, Stone aggregate 40mm nominal size shall conform to M-7.

General:

- Before starting concrete, bed of foundation trenches shall be cleared of all loose materials levelled, watered and rammed as directed.

Proportion of Mix:

- The Proportion of cement, sand and coarse aggregate shall be one part of cement, 4 parts of sand, 8 parts of stone aggregates and shall so measured by volume.

Mixing:

- The concrete shall be mixed in a mechanical mixer at the site of work. Hand mixing may however be allowed for smaller quantity of work if approved by the Engineer-in-charge. When hand mixing is permitted by the Engineer-in-charge in case of break-down of machinery and in the interest of the work, it shall be carried out on a water tight platform and care shall be taken to ensure that mixing is continued until the mass is uniform in colour and consistency. **However in such cases 10% more cement than otherwise required shall have to be used without any extra cost.** The mixing in mechanical mixer shall be done for period 1 to 2 minutes. The quantity of water shall be sufficient to produce dense concrete of required workability for the purpose.

Transporting & placing the concrete:

- The concrete shall be handled from the place of mixing to the final position in not more than 15 minutes by the method as directed. It shall be placed into its final position compacted and finished within 30 minutes of mixing water i.e. before the setting commences.
- The concrete shall be laid in layers of 15cms to 20cms.

Compacting:

- The concrete shall be rammed with heavy iron rammers and rapidly to get the required compaction and to allow all the interstices to be filled with mortar.

Curing:

- After the final set, the concrete shall be kept continuously wet if required by making a water pond over it for a period of not less than 7 days from the date of placement.

Mode of measurement and payment:

- The concrete shall be measured for its length, breadth and depth; limiting dimensions to those specified on plan or as directed.
- The rate shall be for a unit of one cubic metre.

Item No. 6 Providing and laying foundation concrete of proportion 1:3:6 by using cement, sand and machine crushed coarse aggregate laid In situ including necessary temping ,smooth finishing watering and curing as directed with all leads and lifts etc.

Materials:

- Water shall conform to M-1, cement shall conform to M-2, Sand shall conform to M-5, Graded stone aggregate 20 mm nominal size shall conform to M-7/M-8 and Grit shall conform to M-19.

General:

- The concrete mix shall not be designed by preliminary tests. The proportion of the concrete mix shall be **1:3:6 (1 cement: 3 coarse sand: 6 graded stone aggregates 20 mm nominal size)** by volume. Concrete work shall have exposed concrete surface or as specified in the item.
- The designation ordinary M-100, M-150, M-200, M-250 specified as per IS corresponding approximately to 1: 3: 6, 1: 2: 4, 1: 1½: 3 and 1: 1: 2 nominal mix of ordinary concrete by volume respectively.
- The **ingredients required for ordinary concrete containing one bag of cement of 50 Kg** by weight (0.0342 cum) for different proportions of mix shall be as under:

Grade of concrete	Total quantity of dry aggregate by volume per 50kg of cement to be taken as the sum of individual volume of fine and coarse aggregates maximum	Proportion of fine aggregate to coarse aggregate	Quantity of water per 50 kg of cement maximum
M-100(1:3:6)	300Litres	Generally 1:2 for fine aggregate to coarse aggregate by volume but subject to and upper limit of 1:1½ and lower limit 1:3.	34Litres
M-150(1:2:4)	220Litres		32Litres
M-200(1:1½:3)	160Litres		30Litres
M-250(1:1:2)	100Litres		27Litres

- The water cement ratio shall not be more than those specified in the above table. The cement content of the mix specified in the Table shall be increased if the quantity of water in a mix has to be increased to overcome the difficulties of placement and compaction so that the water cement ratio specified in the Table is not exceeded.
- Workability of the concrete shall be controlled by maintaining a water cement ratio that is bound to give a concrete mix, which is just sufficiently wet to be placed and compacted without difficulty with the means available.
- The maximum size of coarse aggregate shall be as large as possible within the limits specified but in no case greater than one fourth of the minimum thickness of the member, provided that the concrete can be placed without difficulty so as to surround all reinforcement thoroughly and

to fill the corners of the form.

- For reinforced concrete work, coarse aggregate having a nominal size of 20mm are generally considered satisfactory.
- For heavily reinforced concrete members as in the case of ribs of main beams, the nominal maximum size of coarse aggregate should usually be restricted to 5mm less than the minimum clear distance between the main bars or 5mm less than the minimum cover to the reinforcement whichever is smaller.
- Where the reinforcement is widely spaced as in solid slabs, limitations of size of the aggregate may not be important and the nominal maximum size may be some times be as great as or greater than the minimum cover.
- Admixture may be used in concrete only with approval of the Engineer-in-charge based upon the evidence that with the passage of time, neither the compressive strength of concrete is reduced nor are other requisite qualities of concrete and steel impaired by the use of such admixtures.

Workmanship:

Proportioning:

- Proportioning shall be done by volume, except cement which shall be measured in terms of bags of 50kg weight. The volume of one such bag being taken as 0.0342cum. **Boxes of suitable size shall be used for measuring sand aggregate. The size of the boxes (internal) shall be 35cm x 25cm and 40cm deep.** While measuring the aggregate and sand, the box shall be filled without shaking, ramming or hammering. The proportioning of sand shall be on the basis of its dry volume and in case of damp sand; allowances of bulking shall be made.

Mixing:

- For all work, concrete shall be mixed in a mechanical mixer which along with other accessories shall be kept in first class working condition and so maintained throughout the construction. Measured quantity of aggregate, sand, cement required for each batch shall be poured in to the drum of mechanical mixer while it is continuously running. After about half a minute of dry mixing, measured quantity of water required for each batch of concrete mix shall be added gradually and mixing continued for another one and a half-minute. Mixing shall be continued till materials are uniformly distributed and uniform colour of entire mass is obtained and each individual particle of the coarse aggregate shows complete coating of mortar containing its proportionate amount of cement. In no case shall the mixing be done for less than two minutes after all ingredients have been put into the mixture.
- When hand mixing is permitted by the Engineer-in-charge for small jobs or for certain other reasons it shall be done on the smooth water tight platform large enough to allow efficient turning over the ingredients of concrete before and after adding water. Mixing platform shall be properly arranged so that, no foreign material gets mixed with concrete nor does the mixing water flow out. Cement in required number of bags shall be placed in a uniform layer on top of the measured quantity of fine and coarse aggregate, which shall also be spread in a layer of uniform thickness on a mixing platform. Dry, coarse and fine aggregate and cement shall then be mixed thoroughly by turning over to get a mixture of uniform colour. Specified quantity of water shall then be added gradually through a rose-cane and the mass turned over till a mix of required consistency is obtained. In hand mixing, quantity of cement shall be increased by 10% above that specified.
- Mixers, which have been out of use for more than 30 minutes, shall be thoroughly cleaned before putting in a new batch. Unless otherwise agreed to by the Engineer-in-charge the first batch of concrete from the mixture shall contain only two thirds of normal quantity of coarse aggregate. Mixing plant shall be thoroughly cleaned before changing from one type of cement to another.

Consistency:

- The degree of consistency, which shall depend upon the nature of the work and methods of vibration of concrete, shall be determined by regular slump tests in accordance with IS 1199-1959(Reaffirmed 1991). The slump of 10mm to 25mm shall be adopted when vibrators are used 80mm when vibrators are not used.

Inspection:

- Contractor shall give the Engineer-in-charge due notice before placing any concrete in the forms to permit him to inspect and accept the work and forms as to their strength alignment and general fitness but such inspection shall not relieve the contractor of his responsibility for the safety of men, machinery, materials and for results obtained. Immediately before concreting, all forms shall be thoroughly cleaned.
- Centering design and its erection shall be got approved from the Engineer-in-charge. One carpenter with helper shall invariably be kept present throughout the period of concreting. Movement of labour and other persons shall be totally prohibited after the reinforcement is laid in position. For access to different parts suitable mobile platforms shall be provided so that steel reinforcement in position is not disturbed. For ensuring proper cover, mortar blocks of suitable size shall be cast and tied to the reinforcement. Timber, kapachi or metal pieces shall not be used for this purpose.

Transporting and laying:

- The method of transporting and placing concrete shall be as approved. Concrete shall be so transported and placed that no contamination, segregation or loss of its constituent material takes place. All formwork shall be cleaned and made free from standing water, dust, snow or ice immediately before placing of concrete. No concrete shall be placed in any part of the structure until the approval of the Engineer-in-charge has been obtained.
- Concreting shall proceed continuously over the area between construction joints. Fresh concrete shall not be placed against concrete, which has been in position for more than 30 minutes unless a proper construction joint is formed. Concrete shall be compacted in its final position within 30 minutes of its discharge from the mixer. Except where otherwise agreed to by the Engineer-in-charge, concrete shall be deposited in horizontal layers to a compacted depth of not more than 0.45mts, when internal vibrators are used not exceeding 0.30mts, in all other cases.
- Unless otherwise agreed to by the Engineer-in-charge concrete shall not be dropped into place from a height exceeding 2mts. When **trunking** or chutes are used they shall be kept closed and used in such a way as to avoid segregation. When concreting has to be resumed on a surface which has hardened it shall be roughened, swept clean thoroughly, wetted and covered with a 13mm thick layer of mortar composed of cement and sand in the same ratio as in the concrete mix itself. This 13mm layer of mortar shall be freshly mixed and placed immediately before placing of new concrete. Where concrete has not fully hardened, all laitance (**A residue of weak and non-durable material consisting of cement, aggregate, fines, or impurities brought to the surface of over wet concrete by the bleeding water**) shall be removed by scrubbing the wet surface with wire or bristles brushes care being taken to avoid dislodgment of any particles of coarse aggregate. The surface shall then be thoroughly wetted, all free water removed and then coated with neat cement grout. The first layer of concrete to be placed on this surface shall not exceed 150mm in thickness and shall be well rammed against old work, particular attention being given to corners and closed spots.
- **All concrete shall be compacted to produce a dense homogeneous mass with the assistance of vibrators unless otherwise permitted by the Engineer-in-charge for exceptional cases,** such as concreting under water where vibrators cannot be used. Sufficient vibrators in serviceable condition shall be kept at site so that spare equipment is always available in the event of breakdown. Concrete shall be judged to be compacted when the mortar fills the spaces between the coarse aggregate and begins to cream up to form an even surface. Compaction shall be completed before the initial setting starts i.e. within 30minutes of addition of water to

dry mixture. During compaction it shall be observed that needle vibrators are not applied on reinforcement, which is likely to destroy the bond between concrete and reinforcement.

Curing:

- Immediately after compaction concrete shall be protected from weather including rain, running water, shocks, vibrations, traffic, temperature changes, frost and drying out process. It shall be covered with wet sacking or other similar absorbent material approved, soon after the initial set and shall be kept continuously wet for a period of not less than 14 days from the date of placement. Masonry work over foundation concrete may be started after 48 hours of its laying but curing of concrete shall be continued for a minimum period of 14 days.

Sampling and testing of concrete:

- Samples from fresh concrete shall be taken as per IS 1999-1959(Reaffirmed 1991) and cubes shall be made, cured and tested at 7 days or 28 days as per requirements in accordance with IS 516-1959(Reaffirmed1991). A random sampling procedure shall be adopted to ensure that each concrete batch shall have a reasonable chance of being tested i.e. the sampling should be spread over the entire period of concreting and cover all mixing units. The minimum frequency of sampling of concrete of each grade shall be in accordance with following:

Quantity of concrete in the work	Number of samples	Number of concrete cubes	
		For seven day test	For 28 day test.
1-5 cum	1 Set	3	3
6-15 cum	2 Set	6	6
16-30 cum	3 Set	9	9
31-50 cum	4 Set	12	12
51 & above	4+one additional set for each additional 50 cum or part thereof.	12+ 3 every 50cum of concrete.	12+ 3 every 50cum of concrete.

Note: At least one sample shall be taken from each shift. Six tests specimens shall be made from each sample, three for testing at seven days and the remaining three at twenty eight days. The samples of concrete shall be taken on each day of the concreting as per above frequency. The number of specimens may be suitably increased as deemed necessary by the Engineer-in-charge when procedures of tests given above reveal a poor quality of concrete and in other special cases.

- **The average strength of the group of cubes cast for each day shall not be less than the specified cube strength of 150kg/cm² at 28 days. 20% of the cubes cast for each day may have value less than the specified strength provided the lowest value is not less than 85% of the specified strength. If the concrete made in accordance with the proportions given for a particular grade does not yield the specified strength, such concrete shall be classified as belonging to the appropriate lower grade. Concrete made in accordance with the proportion given for a particular grade shall not, however, be placed in a higher grade on the ground that the test strength are higher than the minimum specified.**

Stripping:

- The Engineer-in-charge shall be informed in advance by the contractor of his intentions to strike the formwork. While fixing the time for removal of formwork due consideration shall be given to local conditions, character of the structure, the weather and other conditions that influence the setting of concrete and of the materials used in the mix. In normal circumstances (generally

where temperatures are above 20 °C) and where ordinary concrete is used, forms may be struck after expiry of periods specified.

- All formwork shall be removed without causing any shock or vibration as would damage the concrete. Before the soffits and struts are removed, the concrete surface shall be exposed, where necessary in order to ascertain that the concrete has sufficiently hardened. Centering shall be gradually and uniformly lowered in such manner as to permit the concrete to take stresses due to its own weight uniformly and gradually. Where internal metal ties are permitted, they or their removable parts shall be extracted without causing any damage to the concrete and remaining holes filled with mortar. No permanently embedded metal part shall have less than 25mm cover to the finished concrete surface. Where it is intended to re-use the formwork it shall be cleaned and made good to the satisfaction of the Engineer-in-charge. After removal of formwork and shuttering, the Executive Engineer shall inspect the work and satisfy by random checks that concrete produced is of good quality.

Stripping time:

- In normal circumstances and where ordinary cement is used forms may be struck after expiry of following periods. :
 - (a) Sides of walls, columns and vertical faces of beam: 24 to 48 hours
 - (b) Beams soffits. (Props left under): 7 days.
 - (c) Removal of props to slabs:
 - (i) Slabs spanning up to 4.5 m: 7 days.
 - (ii) Spanning over 4.5 m: 14 days.
 - (d) Removal of props to beams and Arches:
 - (i) Spanning upto 6 m: 14 days.
 - (ii) Spanning over 6 m: 21 days.
- Immediately after the removal of forms, all exposed bolts etc. passing through the cement concrete members and used for shuttering or any other purpose shall be cut. The cut shall be inside the cement concrete member to a depth of at least 25mm below the surface of the concrete and the resulting holes shall be filled by cement mortar. All fine caused by form joints, all cavities produced by the removal of form ties and all other holes and depressions honeycomb spots, broken edges or corners and other defects shall be thoroughly cleaned, saturated with water and carefully pointed and rendered true with mortar of cement and fine aggregate mixed in the proportions used in the grade of concrete that is being finished and of as dry consistency as is possible to use. Considerable pressure shall be applied in filling and pointing to ensure thorough filling in all voids. Surfaces, which are pointed, shall be kept moist for a period of 24 hours. If rock pockets/honeycombs in the opinion of the Engineer-in-charge are of such an extent or character that can affect the strength of the structure materially or to endanger the life of the steel reinforcement, he may declare the concrete defective and require the removal and replacement of the portions of the structure affected.

Mode of measurement for payment:

- The consolidated cubical contents of concrete work as specified in item shall be measured. The concrete laid in excess of section shown on drawings or as directed shall not be measured. No deduction shall be made for:
 - (i) Ends of dissimilar materials such as joints, beams, posts, girders, rafters, purlins, trusses, corbels and steps etc. up to 500 Square centimetres in section.
 - (ii) Opening up to 0.1 Square metre.
- The rate includes cost of all materials, labour, tools and plant required for mixing, placing in position, vibrating and compacting, finishing, as directed, curing and all other incidental expenses for producing concrete of specified strength. The rate excludes the cost of formwork.
- **The rate shall be for a unit of one cubic metre.**

Item No. 7: Providing H.Y.S.D. bar reinforcement for RCC work including bending, binding and placing in position complete.

- The work shall consist of furnishing and placing reinforcement of the shape and dimensions shown on the drawings or as directed by the engineer in charge.
- Steel shall be clean and free from loose rust and loose mill scale at the time of fixing in position and of subsequent concreting.
- Reinforcing steel shall conform accurately to the dimensions given in bar bending schedules shown on relevant drawings. Bars shall be bent cold to the specified shape and dimensions or as directed by the engineer in charge using a proper bar bender operated by hand or power to attain proper radius of bands bars shall not be bent or straightened in manner that will injure the material. Bars bent during transporting or handling shall be straightened before use on the work that shall not be in variably by provided. The radius of the bend shall not less than diameter of the round bar and length of the straight parts of the bar beyond the end of the curve shall be at least four times the diameter of the round bar. In the case of bar which are not round and in the case of deformation bar the diameter shall be taken as the diameter of a circler having an equivalent effective area. The work shall be suitably encased to prevent any splitting of the concrete.
- All reinforcement bars shall be accurately placed in exact position on the drawings and shall be securely held in position during placing of concrete by annealed binding wire is not less than 1mm in size and conforming to IS: 280 and by using stay blocks or metal chains, spacers, metal hangars supporting wires or other approved devices at sufficiently close interval bars will not be allowed to sag between supports or displaced during concreting or any of their operation over the work. All devices used for positioning shall be non-corrodible material. Wooden and metal supports will not extend to the surface of concrete as the work progress or adjusting bar spacing will not be allowed. Pieces of broken stone of brick and wooden blocks shall not be used. Layers of bar shall be separated by spacer bars, precast mortar block or other approved device. Reinforcement after being placed in position shall be maintained in clean condition until completely embedded in concrete. Special case shall be exercised to prevent any displacement of reinforcement in concrete already placed. To protect reinforcement from corrosion, concrete cover shall be provided as indicated on the drawings. All bars protruding from concrete and to which other bars are to be spliced and which are likely to be exposed for an indefinite period shall be protected by a thick coat of neat cement grout.
- Bars crossing each other where required shall be secured by binding wire (annealed) of size not less than 1mm and conforming to IS:280 in such a manner that they do not slip over each other at the time of fixing and concreting.
- As far as possible, bars of full length shall be used. In case this is not possible overlapping of bars shall be done as directed by the engineer in charge. When practicable overlapping bars shall not touch each other but be kept apart by 25mm or 1.25 times the maximum size of the coarse aggregate which ever is greater by concrete between them where not feasible, overlaps shall be staggered for different bars and located at points. Along the span where neither shear nor bending movement is maximum.
- Whenever indicated on the drawing or desired by the engineer in charge, bar shall be jointed by couplings which shall have a cross section sufficient to transmit the full strength of bars. The end of the bars that are joined by coupling shall be upset for a sufficient length so that the effective cross section at the base of threads shall be standard white worth threads. Steel for coupling shall conform to IS: 226.
- When permitted or specified on the drawings joints of reinforcement bars shall be butt welded so as to transmit their full strength. Welded joints shall preferably be located at points where still will not be subject to more than 75 percent of the maximum permissible stresses and welds so staggered that at any one section not more than 20% of the roads are welded. Only electric

are welded using a process which excludes air from the molten metal and conforms to any or all other special provisions for the work will be accepted. Suitable means shall be provided for holding the bars securely in position during welding. It must be ensured that no voids are left in welding and when welding is done in two or three stages, previous surface shall be cleaned properly. Ends of the bars shall be cleaned of all loose scale rust grease paint and other foreign matter before welding only competent welders shall be employed on the work. The M.S electrodes used for welding shall conform to IS: 814. Welded pieces of reinforcement shall be tested specimen shall be taken from the actual site and their number and frequency to test shall be as directed by the engineer in charge

- Wastage shall be permitted up to 5% max. useful pieces of steel, as may be decided by the engineer in charge shall be taken back by the government at issue rate and at P.W.D. store from where the steel was supplied. All the expenses of loading carting unloading and returning the waste will be born by the conductor.
- Reinforcement shall be measured in length separately for different diameters as actually used in the work. From the length so measured the weight of reinforcement shall be calculated in tone on the same basis of IS: 1732 even though steel is supplied to the contractor by the department on actually weightiest. Length shall include hooks at ends. Wastage and annealed steel wire for binding shall not be measured the cost of these items shall be deemed to be included in the rates for reinforcement.
- Rate for reinforcement shall include cost of all steel its carting to work site its bending placing binding and fixing in position as shown on the drawings and as directed by the engineer in charge. It shall also included cost of all devices for keeping reinforcement in approved position cost of joining as per approved methods and all wastage and spacer bars and also returning the useful wastage to the department. The payment shall be made on Kg. basis.
- General providing for the to be done under general technical specification shall be apply. The reinforcement work to be providing including the work of spillway body wall apron and retaining wall and dowel bars to be providing in the masonry to the construction work. The work including maintaining the cover and internal spacing alignments etc. in till the construction work is over also over lapping of steel as per IS standard provision general provision for the weight of steel produce by the contractor and payable under the item of the work done as well as the criteria for recoveries wastage etc. is prescribed under general technical specification will apply and will be bending to the contractor. The contractor should be careful in getting to the complete and correct admissible measurement of reinforcement by the authorized engineer for the purpose of before doing the construction work.

Mode of measurement and payment

Contractor shall have to give an advance in intimation to the engineer for verifying and recording reinforcement as laid in position by him to avoid delay and disputes etc. the work is payable on metric tone basis as per specification. The cost of approved G.I. binding wire to be provided by the contractor etc. complete.

Item No. 8: Providing weep holes 100 or 110 mm dia of pipe in retaining walls etc. complete (b) P. V. C. Pipe (6 Kg./cm²)

- The weep holes in the masonry/ mass concrete of abutment and return wall shall be provided of the PVC of 100 dia. Pipe. The pipes shall be fixed of suitable length and in full thickness of the masonry/ concrete work necessary. Grating shall be provided on back side of abutment and return on the inlet of opening of weep holes.

Materials:

- The PVC pipe of dia specified in description of the item shall conform grading as per IS.
- The tolerance in all dia shall be as per IS.
- Weep holes shall extend through the full width of concrete/ masonry with slope of about

1vertical: 20 horizontal towards the draining face the spacing of weep hole shall generally be in either direction or as shown in the drawing with the lowest at about 150mm above the low water level or level whichever is higher or as directed by the engineer.

- The rate shall be paid on number basis.

Item No. 9: Providing and laying graded filters of sand gravel and over size metal (100mm to 150mm) behind the retaining wall and walls as directed per approved drawing with all lead & lifts etc. complete.

- Well graded gravel sand and metal of 100mm to 150m size shall be used for providing filter media of 600mm thick at the back of abutments, returns and wing walls as per detailed specifications. The grading and tolerances of metal of pebbles shall be as under

Sr. No.	No. of size range	Sieve designation	Percentage by weight passing through the sieve
1	100mm to 150mm	170 150 120 100 90	100-00 85-100 35-70 00-15 00-05

- The size shall be 100mm to 150mm where in tolerance limit for over size shall be up to 15% and that for lower size should be up to 15% and below 20mm shall be allowable up to 5%. The filter material shall be tightly placed to a thickness of not less than 600mm and provided over the entire surface behind abutments, wings or return wall to the full height.
- Material shall be first stacked in boxed of 2m*1.5m*0.5m size on fairly level ground and measured.
- The measurement of the payment shall be made on Cmt basis no deduction shall be made for voids.
- The unit rate includes the cost of materials, scaffolding labour and tools to complete the work. The contractor rate shall be for a unit of one Cum of completed item.

Item No. 10: Providing and fixing marble plate 45cm X 60 cm size including engraving for letters as directed etc. complete.

- The marble shall be white having thickness of 20mm and of the best quality as approved by Engineer-in-charge.
- The marble shall be hard, uniform and homogeneous in texture. It shall have even crystalline grain and free from defects and cracks. The surface shall be machine polished to an even and perfectly planned surface and edges machine cut true and square. The rear face shall be rough to provide key for the mortar.
- It shall not be thinner than the specified thickness at its thinnest part.
- The item includes engraving details as required by Engineer-in-charge.
- The payment shall be made on number basis.

Signature of Contractor

Executive Engineer
Panchayat Irrigation Division
Patan