

FORM B – 2

ફોર્મ બ – ૨

GUJARAT STATE LAND DEVELOPMENT CORPORATION LTD.

ગુજરાત રાજ્ય જમીન વિકાસ નિગમ લી., ગાંધીનગર

ITEM RATE TENDER AND CONTRACT FOR WORKS

કામો માટેનું બાબત દરવાણું ટેન્ડર અને કોન્ટ્રાક્ટ

Division વિભાગ	Deputy Director, GSLDC, Ahmedabad, Rajkot, Amreli.
Name of Work કામનું નામ	Deepening/Creation of Village Pond Ahmedabad, Gandhinagar, Rajkot, Morbi, Jamnagar, Devbhumi Dwarka, Junagadh, Gir Somnath, Porbandar, Kachchh, Amreli, Bhavnagar, Botad, Surendranagar

Date & time of online downloading & submission of Tender	28/02/2014	Upto	10/03/2014	17:00 Hrs.
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Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 1
સંયુક્ત નિયામકની સહી.

GUJARAT STATE LAND DEVELOPMENT CORPORATION LTD.

- (1) **Name of Project :** Deepening/Creation of Village Pond in 14 districts.
(Ahmedabad, Gandhinagar, Rajkot, Morbi, Jamnagar, Devbhumi Dwarka, Junagadh, Gir Somnath, Porbandar, Kachchh, Amreli, Bhavnagar, Botad, Surendranagar)
- (2) **Name of Work :** Deepening/Creation of Village Pond
- (3) **Tender Dates :**
- | | | | |
|---|--------------|-------------|--------------|
| Bid Document Downloading Period from | Dt. 28/02/14 | To 10/03/14 | & 17:00 Hrs. |
| Pre Bid Meeting (If necessary) | Dt. Nil | | & Hrs. |
| Venue | Dt. Nil | | |
| Last Date & Time of online submission of tender | Dt. 10/03/14 | | & 17:00 Hrs. |

MEMORANDUM OF WORKS IN BRIEF

- | | | |
|---|---------------------|---|
| (1) Estimated Cost | ..... | Rs. 24.30 crores |
| (2) Earnest Money | 3% | Rs. District wise EMD to be deposited which is shown in Schedule 'B' of Col.2C |
| (3) Validity period of tender offered | ..... | 120 days from the last date of online submission of tender. No modification and withdrawal of offered shall be allowed after the last date and time of submission of online tender. |
| (4) Security Deposit | ..10 % | |
| (i) In the form of small savings or Narmada Bonds
(of minimum one year time limit) | ..2.5 % | Rs. District wise SD shown in Schedule 'B' of Col. 2D |
| (ii) To deducted from bills | ..2.5 % | |
| (iii) Performance bond of Schedule Bank | ..5 % | |
| | Total એકંદરે | Rs. ..10% |
| (5) Time allowed for completion of the work from the date of written order to commence the work | | 45 days per pond |
| (6) Other details | | |
| (i) Mode of quoting rates in Schedule of items to be carried out | | In figures as well as in works.
Rate to be quote in only one selected district. |
| (ii) Tender Inviting Authority | | Managing Director, GSLDC, Gandhinagar. |
| (iii) Tender Opening Authority | | Joint Director, GSLDC, Gandhinagar. |

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 2
સંયુક્ત નિયામકની સહી.

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Signature of the contractor :

કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director :

સંયુક્ત નિયામકની સહી.

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Signature of the contractor :
 કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director :
 સંયુક્ત નિયામકની સહી.

NOTICE INVITING TENDERS

1. Tenders are invited on behalf of Gujarat State Land Development Corporation Ltd. for work as per page number one of this Booklet. The work is estimated to cost of Rs.24.30 crores. This estimate however, is given as a rough guide.
2. The works are required to be completed within 31/03/2015 days as per the terms of the contract conditions.
3. The contractor, whose names are borne of the approved list of contractors of Gujarat State R & B Deptt./W.R.D. in **B Class & above** will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
4. Bid document can be downloaded & Submitted in Electronic Format on online web site. www.nprocure.com from **28/02/2014 to 10/03/2014 upto 17:00 hours.**
5. Tender documents consisting of conditions, specifications, Schedule(s) of quantities of the various classes of work to be done, the conditions of contract etc; will be shown on above Web Site.
6. Copies of other drawings and documents pertaining to tender and signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tenderers at the following offices during working hours between the dates mentioned in clause 4 above.
7. Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents samples, site etc; whether he inspects them or not.
8. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him, by Government and local conditions and other factors bearing on the execution of the works.
9. The bidder should quote his bid ~~premium or rebate at the end of~~ in Schedule B. ~~If he does not wish to quote premium or rebate, he should indicate "at par" in the blank space preceding "% above/ below" in Schedule B. Thereafter he should work out and~~ indicate the offered bid amount both in words and figures in Schedule B.
10. All rates shall be quoted on the tender form.
11. The tender for the works shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering, as well as of those witnessing the tender liable rejection.
12. (a) The electronically offered bids will be opened at **12:00** hours on **12/03/2014** in the presence of bidders who may choose to remain present in the office of the Bid opening Authority Specified in bid documents.
(b) Physically submission of tender along with supporting documents of technical bid shall reach on or before 10/03/2014, 17.00 hrs. at the Inward registry branch G.S.L.D.C., Sector-10/A, Balram Bhavan, Gandhinagar. Ph. No. 079-23259903.
13. "Demand Draft for E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) white 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 D.D. in original to **Managing Director, GSLDC, Gandhinagar** at the time of tender opening or send the same through R.P.A.D. so as to reach **Managing Director, GSLDC, Gandhinagar** on or before 10/03/2014. Penetrative action for not submitting D.D. in original by bidder shall be initiated. ~~D.D. for Exemption Certificate is not necessary. However Exemption Certificate shall have to 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."
14. The Managing Director, GSLDC, Gandhinagar does not bind himself to accept the lowest or any tender or to give any reasons for the decision.
15. This notice of tender shall form part of the contract documents.

For and on behalf of Managing Director, GSLDC, Gandhinagar

Date:- _____

Signature _____

Designation _____

Signature of the contractor :

કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director :

સંયુક્ત નિયામકની સહી.

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Gujarat State Land Development Corporation Ltd.
Contract for works
SECTION – 1

INFORMATION & INSTRUCTION FOR TENDERERS:

1.0 Mode of Submitting Tender:

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

Offers in physical form will not be accepted 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 are as mentioned under :

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

2.0 Competency of Tendered:

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

3.0 Tenderer to inform Himself:

Tenderer will be deemed to have inspected the site and to have satisfied himself as to the nature of all works, all existing roads, water-way and other means of communications and access to and from the site of the work and the building that may 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 as to acquisition of such additional sites, rates and areas as may be necessary for temporary purpose for constructing and maintaining the works and availability of water for construction activities, power, quarries and labour.

4.0 Payment of Tender Fee and Earnest Money Deposit :

“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 to Managing Director, GSLDC, Gandhinagar at the time of tender opening or send the same through R.P.A.D. so as to reach Managing Director, GSLDC, Gandhinagar on or before 11/03/2014. Penaltative action for not submitting D.D. in original to Managing Director, GSLDC, Gandhinagar by bidder shall be initiated. ~~D.D. for Exemption Certificate is not necessary. However Exemption Certificate shall have to submitted electronically through online.~~

Any documents in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc.) (R & B Circular No.૫૨૫-૧૦૨૦૦૮-૫-૨, dated 18.1.2008 & 27.11.2008)

5.0 Payment – The tenderer must understand clearly that the rates quoted are for completed works and for completed works and include all costs due to labour, ~~scaffolding plant~~, supervision, service work, ~~power, royalties~~ and octroi etc., and include all extra 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 tenders 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 GSLDC or not). Any failure on his part to obtain all necessary information for the purpose of making his tender and filling the several prices and rates therein shall not relieve him from any risks or liabilities arising out of or consequent upon the submission of the tender.

6.0 Tender Forms: The 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 specification, designs and drawing and estimated rates, and any other documents required in connection with work which shall be signed by the Assistant Director (SC) for

Signature of the contractor :

કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director :

સંયુક્ત નિયામકની સહી.

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the purpose of identification shall also be open for inspection by contractor at the office of the Assistant Director (SC) during office hours. However every 'blank' in the form of the e-tender and in the Schedule and Annexures must be filled up by the tenderer and must be submitted online.

7.0 Quoting of Rates:-

The Tenderer shall quote the rate per unit for all items listed in Schedule B in figures as well as in words. Thereafter the system will work out the total amount of each item in Column No. 7 of Schedule B and sum up the total at the end of column No.7 on each page and on last page of Schedule B. After striking the total of all items, he may give rebate if he desires on the total amount so worked out and thereafter express in the figures, as the net amount of his offer which will termed as "Tendered Amount".

~~The following rules shall apply only to the having estimated cost above Rs.100 lacs (Rupees one Hundred lacs). (G.R. R & B.D. No. TNC 1777 281 C, dated 30.7.1992 may be referred to)~~

- (a) ~~Tenderers are normally not permitted to suggest any alteration in the works specified in the tender form or in the time allowed for carrying out the work or any other conditions of any sort. However, if it is felt necessary by the tenderer to have any conditions, he shall have to clearly mention the same in very clear terms in the appropriate section of technical bid. The tender will have to fill in necessary details online in 'technical bid' and 'price bid' separately. No such tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each work online.~~
- (b) ~~If price-bid contains any conditions, the same shall be rejected outright.~~
- (c) ~~It should be very clearly understood by all the tenderers that the technical bid should be restricted only to technical matters and conditions / stipulations having financial implication. The Technical and Price bids shall contain adequate cross reference wherever necessary to ensure clear and proper correlation of them with two bids without any ambiguity whatsoever. **The price bid of main tender should not be disclosed in the technical bid.**~~
- (d) ~~The technical bid will be opened first online on **12/03/2014** or any other time suitable time thereafter by the competent tender opening authority of the GSLDC Bidders who wish may remain present. The technical bid shall be evaluated first and wanting details, if any, and clarifications in respect of conditions if any will be called from the tenderers. In such case, the contractor will be required to submit clarification / details (including with respect to conditions if any) within the stipulated time allowed for the purpose. If the contractor does not furnish the wanting details/clarification in time, his tender would be liable for rejection.~~
- (e) ~~The conditions specified in technical bid should invariably be accompanied by proper financial evaluation with mode of calculation specifying assumptions, quantities, and rate and ceiling amounts for each condition and shall also accompany the information in the form stating (a) Sr. No.(b) Description of the condition (c) Financial evaluation. (Vide R & B.D.G.R.No./TNC/7777/281 C, dated 30.9.1992) (d) Ceiling amount to be added in price bid, in case condition is not accepted.~~
- (f) ~~Ceiling amounts shall be binding on the contractors and are liable to be added to the tender amount.~~
- (g) ~~The evaluation as given by the contractor as modified by tender opening authority with the ceiling limit will then be intimated to all the bidders. No further opportunity shall be given to the contractors to modify/withdraw conditions at that stage. After completion of evaluation of the technical bid in all respects the competent authority will decide about date of opening of price bid and the same will be intimated to the bidders. After opening of price bid and their evaluation the tender inviting authority reserves the right to negotiate about the tender (s) further with any or all the contractors.~~

8.0 Earnest Money:-

Earnest money in specified form @ 3% of the estimated cost must be sent as specified in Instruction No.4 preceding electronically Tenderer may pay earnest money upto Rs.50,000 or in the form of Crossed Demand Draft or fixed deposit or fixed deposit at-call receipts with a validity period of not less than six months of Nationalised or Scheduled bank or Narmada/Shrinidhi F.D.Rs. drawn in favour of Managing Director, GSLDC, Gandhinagar concerned. Earnest money by cheque & Bank Guarantee shall not be accepted. (vide R&BD G.R.No.TNC/1090(100)(4)-C, dated 4.11.2000). However in respect of the works estimated to cost above Rs.50 lacs, the amount of earnest money in excess of Rs.50,000 can be offered by the contractor, at his choice, in the form of Bank Guarantee of the Scheduled or nationalised Bank only. The Bank Guarantee in such cases will be furnished in the following form. In such cases also the amount of earnest money first Rs.50,000 will be paid only in the form of cash or crossed demand drafts or fixed deposit receipts or deposit at call receipts worth the validity period of not less than 6 months of the nationalized or Scheduled or Narmada/Shrinidhi F.D.Rs.

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

If the contractor does not turn upto pay the Security Deposit and execute contract agreement within specified (or extended) time after intimation to him about acceptance of his offer, the earnest money paid for this work will be forfeited according to Clause-1 of this tender form tenderer's tender shall be rejected and then

Signature of the contractor :

કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 7

સંયુક્ત નિયામકની સહી.

according to aforesaid provision of tender, action to blacklist the Contractor will be initiated without Delay. (Vide R & B D G.R.No.Misc-1097-90-1991/97-Z/C dated 4.10.1997 & Parach-102008-5-C-Partfile dated 27.11.2008)

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

BANK GUARANTEE

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

1. Therefore, we hereby affirm that we are guarantors on behalf of the Tenderer upto total rupees _____ in words) Rs. _____ (in figures) and we undertake to pay to Managing Director, GSLDC, Gandhinagar upto his first written demand, without demur, without delay and without the necessity of a previous notice of judicial or administrative procedures and without the necessity to prove to the Bank the defects or shortcomings or debits of the contractor any sum within the limit of Rs. _____
2. We further agree that the Guarantee herein contained, shall remain in full force and effect during the period that would be taken for the acceptance of tender. However, unless a demand of claim under this guarantee is made on us in writing on or before the _____ (Date to be specified - will not be less than 180 days from the stipulated date of receiving the tender) we shall be discharged form all liabilities under the guarantee thereafter.
3. We undertake not to revoke the guarantee during it currency except with the previous consent of the Managing Director, GSLDC, Gandhinagar in writing.
4. We lastly undertake not to revoke the guarantee for any charge in constitution of the tenderer or of the Bank.
Date _____
Signature & Seal of Guarantor _____
Bank Address _____

8.2 The Earnest Money submitted in the form of Deposit At call receipt shall need minimum validity of six months from the last date of online submission of tender. Tender not supported with tender fee, Earnest Money & documents on specified date to the tender inviting authority shall be rejected as NON Responsive. If the tenderer modifies or withdraws his tender, the Earnest Money (in case of EMD exemption certificate, proportionate amount equivalent to EMD of a particular tender) shall be forfeited and the tenderer may be disqualified from tendering for future works under the Government.

8.3 The Earnest Money will be returned to the unsuccessful tenderers. The Earnest Money will be returned to the successful tenderer after he furnishes security deposit and duly enters into the contract.

8.4 Within Ten days or within such time as may be decided by the Tender Inviting Authority from date of receipt of the letter accepting his tender, the successful tenderer shall furnish the required security deposit and attend the office of the Tender inviting Authority for execution of the contract documents. If he fails to furnish the security deposit or execute the contract document, his Earnest Money (in case of EMD exemption certificate equivalent amount there from) shall be forfeited and action to blacklist the contractor bill be initiated without delay (Vide R & B D.G.R. No. Misc. 1097-90-1091-97-Z/C dated 4.10.1997)

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

The contractor shall have to furnish :

- (i) Demand Draft of Tender fee and Earnest Money or Earnest Money Exemption Certificate.
- (ii) Copy of Partnership Deed or Memorandum as well as Articles of Association in case of the company and intimate permanent addresses of his partners/Directors of Company. All copies submitted shall be duly attested.
- (iii) Copies of certificate regarding previous experience, as required.
Tenderer should have an experience in the field of earthwork of minimum 5 lakhs cmt. in any year of 2010-11, 2011-12, 2012-13 and in current year upto January 2014. (i.e. 2013-14) within the State of Gujarat. The experience in the field of earthwork shall be considered from the State Government Department, Central Government Department and Public Sector Department only. No experience certificate will be considered from the private party & work done out side of the Gujarat State.
Tenderer has to submit and experience certificate in copy of work order and bill raise to the concerned department.
- (iv) Declaration showing all works completed during preceding 5 years and works on hand with the Contractor and the value of works that remained to be executed in each case.
- (v) A certificate of Registration as approved contractor of prescribed category from authorities stipulated in Notice Inviting Tenders.

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 8
સંયુક્ત નિયામકની સહી.

- (vi) P.A.N. issued by Income Tax Department.
Copy of Income Tax return for the financial year 2010-11, 2011-12 and 2012-13 and audited balance sheet and profit & loss account of each financial year duly signed by chartered accountant should be sent with technical bid.
 - (vii) Copy of Provident Fund Registration Code no.
 - (viii) Duly filled in and digitally signed declaration form as provided after as last item of section-1 & Memorandum duly filled in & digitally signed as given in section-2.
 - (ix) A solvency certificate of an amount equal to 20 per cent of the amount of work put to tender will have to be produced. Such solvency certificate should be issued by either Scheduled bank or a Nationalised bank.
 - (x) Required Annexures duly filled in when prequalification is involved.
- Required documents are to be submitted in electronic format only as part of tender document failing which the tender will be rejected outright and will be considered as NON-RESPONSIVE.**

10.0 Tender liable to be Invalid :

It may please be noted that the tender is liable to be considered invalid especially, if the requirements as per Instruction No.(1) to (9) above are not complied with.

11.0 Right of rejection of tenders.

- i) Rights is reserved by the Tender Inviting Authority to reject any or all tender(s) without assigning any reason thereof.
- ii) In addition to the above, the tender also be liable to be rejected outright if:
 - (a) The tenderer proposes any alteration in the work specified or in the time allowed for carrying out the work or in any condition.
 - (b) The tenderer or in the case of a firm, each partner or the person holding the power of attorney thereof does not digitally sign section-2 or signature/s is/are not attested by a witness.
 - (c) Any person who submits a tender shall fill forms online including the rates of items put to tender.
~~No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each work online.~~

12.0 Method of Tendering :-

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

13.0 Eligibility and qualification requirement.

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

- 13.1 Details of ~~plant and~~ machinery immediately available with tenderer for use on the works
- 13.2 Details of ~~plant and~~ machinery proposed to be procured for the works.
- 13.3 Details of technical, supervisory and administrative personnel already employed by the tenderer that he proposes to utilize for this work and such other personnel he proposes to employ further for this work.
- 13.4 Copies of registration certificate and P.A.N. allotted by income Tax Office.
- 13.5 Separate notes in sufficient details on each of the following :
 - (i) Method and technique of construction
 - (ii) ~~Sequence of execution of various important components of the work;~~
 - (iii) Cash flow arrangement
- 13.6 Tenderer should have an experience in the field of earthwork of minimum 5 lakhs cmt. in any year of 2010-11, 2011-12, 2012-13 and in current year upto January 2014. (i.e. 2013-14) within the State of Gujarat. The experience in the field of earthwork shall be considered from the State Government Department, Central Government Department and Public Sector Department only. No experience certificate will be considered

Signature of the contractor :
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Signature of the Joint Director : 9
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from the private party & work done out side of the Gujarat State. Tenderer has to submit and experience certificate in copy of work order and bill raise to the concerned department.

14.0 Deviation or modifications in Tender Documents :

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

15.0 Submission of tender

- 15.1 Tender shall be submitted in an online manner only on website www.nprocure.com
Last date & time of online submission : at **10/03/2014 at 17.00 hrs.**
- 15.2 Tender fee, EMD and other documents should be submitted in electronic format only through on line (by scanning) while uploading the bid. However for the purpose of realization of D.D. the bidder shall send the D.D. in original **Managing Director, GSLDC, Gandhinagar** at the time of tender opening or send the same through R.P.A.D. so as to reach **Managing Director, GSLDC, Gandhinagar** within 7days from the last date of uploading. Penetrative action for not submitting D.D. in original to E.E. by bidder shall be initiated. (R&B Circular No. ૪૩૪-102008 ના અ. dt.18.1.2008 & 27.11.08)

16.0 Evaluation of Tenders

- 16.1. Technical evaluation will be made ~~of the tenderer's proposed method and technique of construction, construction programme, sequence of components of the work, proposed resources assigned to do the work to determine the acceptability, adequacy and~~ on reasonability of rates, his past performance and present resourcefulness.
- 16.2. To assist in the examination, evaluation and comparison of tender, the tender inviting authority may ask tenderer individually for clarification of their tenders including breakdown of unit rates. The request for clarification and response shall be in writing but no change in substance of the tender shall be sought, offered or permitted at that stage.
- 16.3. Award may be made to the tenderer whose responsive tender is determined to be the lowest evaluated tender and who meets the appropriate standards of capacity and financial resources, considering the choice of district's preference.
Tenderer may quote for any number of districts however, they will be assign work for only in one district taking into consideration his choice of district's preference and quoted rate.
As well as following conditions will also be considered in selection.
- L-1 will be decided on the basis of rate quoted per cmt. per district.
 - In case of one or more L-1 in a same district as stated in Schedule 'B' the offer selection will be made to a party on the basis of higher turnover for the financial year 2012-13.
 - In case L-1 refused to do/continue work at any stage L-2 will be assigned the work with the consent of L-2 at the L-1 rate subject to depositing Security Deposit money. Same process will be repeated and work will be offered to L-3 at the L-1 rate subject to depositing Security Deposit money and so on.
 - In case of any district where L-1 refuses and process as stated in (b) above will be followed, in that case if none of them give consent to do work in said pond, among the L-1 of the adjoining nearest pond those L-1 having higher turnover in the financial year 2012-13 will be offered subject to depositing additional Security Deposit money.

17.0 Receipt of Payments:

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

18.0 Opening of tenders:

The Authorised Officer/competent authority shall open tender online on website www.nprocure.com on **11/03/2014 at 12.00 hrs.** or any other suitable time thereafter, in his office in the presence of intending Tenderers or their representative who wish to remain present at that time. He will enter the amount of the tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall, thereupon for the purpose of identification, sign copies of the specifications and other documents mentioned in his tender.

19.0 General rules and directions:

- 19.1 No receipt for any payment made by a contractor will be entertained by the GSLDC in regard to any matter relating to this tender or the contract shall be valid and binding on the Employer unless it is signed by the Authorised staff members of the GSLDC.

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 10
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- 19.2 All works shall be measured net by standard measure and according to the rules and customs of the R&B/ Water Resources Department or any other method approved by the Gujarat State Land Development Corporation Ltd. without reference to any local custom. The measurements of work will be taken according to the usual method in use in the Road and Building Department/Irrigation Department and Gujarat State Land Development Corporation Ltd. Department and quantity of earthwork compared and whichever is less quantity of earthwork shall eligible for payment both measured quantity should be recorded in Measurement Book no proposal to adopt alternative method will be accepted. The Assistant Director (SC), GSLDC decision as to what is the usual method in use in the Gujarat State Land Development Corporation Ltd. will be final. The GSLDC measurement method is as under.
Measurement of length and width will be taken by measure tape at every ten meter interval, towards the direction of 'length' and for depth every five meter interval measurement should be taken and these measurements should be recorded in "Measurement Book" (M.B.) (as per prevailing procedure of corporation for taking measurement by measure tape) and average depth should be calculated as per recorded depth and calculate the total quantum of earthwork done and amount to be paid should be recorded in M.B. These whole procedures of taken measurement on field should be done in the presence of following persons and their signature should be taken in MB stating that measurements are taken in their presence.
(1) Field Assistant
(2) Field Supervisor
(3) Village Sarpanch or his authorized representative
(4) Contractor or representative of contractor
Incase if Approved Contractor/ Agency or his representative deny to sign or not remain present while taking the measurements in such case measurement taken by the above persons will be treated as final and will be binding to the contractor.
- 19.3 Under no circumstance shall any Contractor be entitled to claim enhanced rate for any item in this contract except as provided in contract conditions.
- 19.4. The contractor shall not be permitted to tender for the work in which his near relative is working as the officer in the sphere of his jurisdiction in the Tender inviting authority.
- Note: By term "near relative" is meant wife, husband, parents, children, brothers, sisters, uncles, aunts, cousins, and in laws.
- 19.5. The contractor should compulsorily furnish his latest address(es) including the latest address of his Partners and the place(s) of filling his/their income tax returns along with the tender. Any changes, in such addresses, during the tenure of contract should invariably and forthwith be intimated by the Contractor to the Assistant Director (SC).
- 20.0 Submission of additional information/documents:**
In addition to various specified documents and information required to be submitted along with tender, the bidder may be required to provide any other document/relevant information as considered necessary by the tender inviting authority and the tenderer shall be required to provide the same as per the requirement of the tender inviting authority. Even the successful bidder may be required to provide the same as and when required by the authority during subsistence of the contract.
- 21.0 Bank :**
Wherever the word "Bank" is used in this document, it would mean Schedule or Nationalised Bank or authorized bank or commercial Bank or regional Rural Bank of Gujarat or cooperative Banks of Gujarat i.e. HDFC, AXIS, ICICI, IDBI, Kotak Mahendra Bank, Yes Bank, IndusInd Bank, Ratnakar Bank, Dena Gujarat Gramin Bank, The Kalupur Commercial Co op. Bank Ltd., Rajkot Nagarik sahakari Bank Ltd., The Ahmedabad mercantile Co op. Bank Ltd., The Mehsana Urban Co.op.Bank Ltd., Nutan Nagarik sahakari Bank Ltd., only (R & B D.G.R. No./TNC/1090/100(4)(C) dated 27.09.2002)
- 22.A Tender validity period :**
The tender for the work shall remain open for a period of 120 days counted from the stipulated last date of receiving of the tenders online for this work. [And No modification withdrawals of offered shall be allowed after the last date & time of submission of online tender]
- 22.B Contract Period:**
Contract will be in force upto dt. 31/3/2015 and if required contract may be extended at the description of Managing Director, GSLDC for further three months at the same rate and terms & conditions of the tender.
- 23.0** The successful contractor shall exhibit the board in prominent place of worksite showing the brief details of project/ work under execution, financier, cost of work and board details of inputs/ specifications and targeted goals (R & B D. GRs Nos.TNC-1090-24-C dated 18.11.1991, 17.08.2002 and 25.10.2002)
- 24.0** The contractor will not use the premises of project/ work under contraction for his staff, labourers or for any other purpose. If he do so, market rent for such unauthorized used will be recovered. The market rent will be decided by the Assistant Director (SC).

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 11
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- 25.0** All statutory taxes deductible at source under various acts and notification by Government shall be deducted while making payment for which T.D.S. certificate shall be issued.
- 26.0** **Declarations:**
The tenderer will have to make declaration enlisted in the form attached herewith and shall affix his signature to the form in token of correctness of declarations made therein. (G.R. R & B D. No.TNC-IIB-22(10)-C dated 24.05.1990 should be referred to).
- 27.0** ~~If the contractor has quoted unbalance rates for items i.e. more or less than 10 (ten) percent of the overall percentage of accepted tender, the payment of such items in the running bills will, be made at estimated rate of that item plus or minus overall variation percentage of the accepted tender plus five percent of the estimated rate of that item. The balance amount as per accepted tender ate will be withheld from running bills and will be released on satisfactory completion of work in the final bill. No interest will be payable for such withheld amount. (R & B.D. Circular No. PARACH/102008/61) C dated 27-11-2008)~~
- 28.0** Financial bid will be considered as per Schedule 'B' only.
- 29.0** Payment will be made by concerned Deputy Director (SC) GSLDC office after submitting satisfactorily completion order worked certificate, soft and hard copy of worked photography, pre-audited certificate and other necessary document from the concerned Assistant Director (SC) GSLDC office.
- 30.0** Assistant Director (SC) GSLDC shall have to check 100% village pond measurement and tenderer shall have to give support/assist to the GSLDC staff.

DECLARATION FORM

- (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.
- (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 executing the same accordingly.
- (iii) We agree to receive payments, if delay is due to late receipt of grant in aid from Government for GSLDC works.
DECLARATION CERTIFICATE (G.R. dated 04.02.1989 as revised by GR No.TNC-1083/6681/4/C dated 31.08.1994)
- (iv) I/We hereby declare that my/our near relative are not working in this Division or in its sub division as an Deputy Director, Assistant Director, Field Supervisor, Field Assistant, Junior Clerk Tracer in the office of GSLDC.

Dated _____
Place _____

(Digital Signature of the Contractor with Seal)

Signature of the contractor :
কোন্ট্রাকটর-নী সই :

Signature of the Joint Director : 12
সংযুক্ত নিয়ামক-নী সই.

SECTION -2

TENDER FOR WORKS

I/We hereby tender for the execution of the work specified in the underwritten memorandum for the Gujarat State Land Development Corporation Ltd., Gandhinagar (hereinbefore and hereinafter referred to as the GSLDC) at the tendered rates specified by me/ us in Schedule showing items and rates 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 clauses of the annexed conditions.

MEMORANDUM

1. General Description of work (if it includes sub works, the details thereof will be given Separately)		As per Page No.1 Face sheet
2. Estimated Cost	... ..	Rs. 24.30 crores
3. Earnest Money	... 3%	District wise EMD to be deposited which is shown in Schedule 'B' of Col.2C
4. Security Deposit*	... 10%	District wise SD shown in Schedule 'B' of Col.2D
(i) In the for of small savings or Narmada Bonds (of minimum one year time limit)	... 2.5%	Rs.
(ii) To be deducted from bills	... 2.5%	Rs.
(iii) Performance bond of Schedule Bank	... 5%	Rs.
TOTAL	.... 10%	Rs.

* Vide R & BD G.R.No.TNC/1088/1B/1(13)/C Dated 04.05.1993 & revised vide G.R.No. TNC/1088/IB//18/(13)/C, dated 31/08/1994.

5. Time Limit **45 days per pond**

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 13
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~~Deposit furnished in the form of interest bearing document as per item 4 (i) can further be extended for renewal if so desired and communicated by the contractor in writing before one month from the date expiry date. Similarly cash Deposit deducts as the item No.4 (ii) can also be converted into interest bearing fixed term securities of schedule and Nationalised Banks, if so desired and communicated by the contractor in writing.~~

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

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

Dated :

Place : *Digital Signature of the Contractor

** Signature of the Contractor

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

Name and address _____

(Occupation) _____

* Digital Signature of contractor before submission of tender

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

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

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

Signature of Joint Director,
GSLDC, Gandhinagar

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 14
સંયુક્ત નિયામકની સહી.

TERMS & CONDITIONS OF CONTRACT

CLAUSE 1: Security Deposit : The person/persons whose tender is accepted (hereinafter called the “Contractor” which shall, unless excluded by, or repugnant to the context include his Legal heirs, executors, administrators and assignees) shall (a) Deposit with the Managing Director, GSLDC 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 Managing Director, GSLDC or fixed deposit receipts or Term Deposits of Narmada Project in the name of the Managing Director, GSLDC within a period of 10 days from the date of receipt of the Notification of acceptance of his tender, or (b) (i) deposit fifty percentage of the total security deposits as specified in the tender form with the Managing Director, GSLDC 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 Managing Director, GSLDC, or fixed deposit receipts in the name of the Managing Director, GSLDC 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 M.D., GSLDC 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 M.D. GSLDC 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 supported by F.D.R. or Unconditional, So that same can be encashed without giving any reason by Managing Director, GSLDC. Non Transferable and Irrecoverable Bank Guarantee of any schedule bank equivalent to five percentage of the estimated amount put to tender, alongwith the initial security deposits. All compensation, Liquidated damages or other sums or money payable by the contractor to M.D., GSLDC under the terms of this contract shall be deducted from or recouped by the realisation of a sufficient part of his security deposit, or from the interest arising there from or performance bond or from any sums which may due or may become due by M.D., GSLDC to the Contractor on any account whatsoever and whether in respect of this contract, any other contract, or otherwise. In the event of his security deposit being reduced by reason or any such deduction or recoupment as aforesaid, the contractor shall within ten days thereafter, make good in cash or in Government securities transferred as aforesaid any sum or sums required to make good the shortfall in the amount of the security deposit. The security deposit, when paid as above shall at the cost of the depositor, be converted into interest bearing Government securities in the name of Managing Director, GSLDC 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 percentage of the Security Deposit alongwith performance bond shall become refundable within fifteen days after the final completion certificate is issued as per Clause-7. All dues under this contract or other contract, or otherwise shall be recovered from the aforesaid amount of fifty percentage of the said security deposit and the balance shall be refunded within fifteen days after the final certificate is issued as per clause 7. The remaining fifty percentage the security deposit shall be refunded after the expiry of the Defect Liability period as per clause 17 and 17-A after deducting there from the amount of expenses, if any, due to M.D., GSLDC under this contract. (See Performance bund on page no 44)

~~**CLAUSE 1-A: Additional Security to be withheld for unbalanced rates :** If the contractor has quoted unbalanced rates for items i.e. more or less than 10 (Ten) percent of the overall percentage of accepted tender, the payment of such items in the running bills will be made at estimate rate of that item plus or minus overall variation percentage of the accepted tender plus five percent of the estimated rate of that item. The balance amount as per accepted tender rate will be withheld from running bills and will be released on satisfactory completion of work in the final bill. No interest will be payable for such withheld amount. (R & B D. Circular No.PARACH/102008/(61) C dated 27.11.2008)~~

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

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

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

*As corrected vide- B & CD GR No. TNC - 1091 -1B – 10 / (11) - C, dated 29.6.1992.

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 15
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(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 peniurance and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases. (See Schedule (C) on Page No. 48)

CLAUSE 3: Default by Contractor: If the Contractor shall neglect or fail to proceed with the work with due diligence or if he violates any of the provision of the Contract, like Non compliance of the instruction of the competent authority of GSLDC, Less quantity of work, Poor quality of work the Assistant Director (S.C.) 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 machinery from the site. The Gujarat State Land Development Corporation Ltd. shall have a lien on all such plant, equipment and material machinery 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 Assistant Director (S.C.) on behalf of Managing Director of G.S.L.D.C. 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 Gujarat State Land Development Corporation Ltd. The ~~plants, equipment and materials~~, machineries held under this clause shall then be at the disposal of the Gujarat State Land Development Corporation Ltd. 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 Assistant Director (S.C.) if necessary shall direct that a part or the whole of such ~~plants, equipment and materials~~, machineries be removed from the site within a stipulated period. If the Contractor fails to do so, the Assistant Director (S.C.) 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 Gujarat State Land Development Corporation Ltd. of the contractor's remaining ~~plant equipment and balances of materials~~ machineries shall be released.

Termination of the contract in whole shall be an adequate authority for the Deputy Director (SC) to demand discharge of the obligations from the guarantors of the security for the performance.

Clause 3.A On issuing of LOI tenderer shall have to submit schedule of work for 45 days.

Delay in mobility of machinery will not be allowed in any circumstances, incase of delay, Corporation reserve all right to assign work to next approved contractor/ agency of without further notice and tender condition of Risk Clause shall be apply.

Clause 3.B The work order for deepening / creation of pond will be given only after,

1. Receipt of request application from concern Village Panchayat with resolution for deepening / creation of pond with Demand Draft of Rs. 500/-
2. 10% of deepening cost of pond will be taken as a beneficiary contribution in form of Demand Draft / Bank cheque / Cash by Village Panchayat or Lokjuth (People group), etc. as mentioned in Gujarat State Land Development Corporation Ltd. Resolution of Agriculture & Co-operation Department JSY-1098-M-38-K-4 Dt. 21-08-2006.

Clause 3.C The Deepening work should be start only after issuing the work order. Deepening /creation of pond work shall be done through excavator only. Tractor should be used only for compaction and dressing of pond's bund & loading-unloading, transport of excavated soil.

Clause 3.D The Tenderer has to carry out photography/videography by handycam/digital recorder of the ordered work in the presence of field supervisor/ field assistant of GSLDC at their quoted rate before starting the deepening work, during deepening work, and after completion of work. It should be sent to concern Assistant Director & Deputy Director office. Deepening of ponds work should be start within chalk mark area only and such chalk mark area shall be the 5 meter away from the bank of existing pond.

In case site situation is not favourable for this, prior written sanction should be taken from concern Assistant Director/Deputy Director to reduce the distance of chalk mark area from the bank of existing pond.

Clause 3.E The approved contractor/Agency have to complete the assigned work up to the excavating depth which is mention in the work order. Regarding digging depth, no tolerance shall be allowed even in hardpan or rocky material.

Clause 3.F Silt excavated from the pond will be removed in such a way, as per lead rate decided i.e. up to 2 km. and deposited as per advise of the village committee/ GSLDC authority.

Signature of the contractor :

કો-ટ્રાક્ટરની સહી :

Signature of the Joint Director : 16

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CLAUSE 4: If the progress of any particular portion of the work under Contract is unsatisfactory, the Assistant Director (S.C.) 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/(1 1)-C, dated 15.10.91 & modified by GR dated 29.10.91 & G.R.No. TNC-1088/IB/1 8/(13)-C dated 31.8.94 and No.TNC/1 0/2002/14-C, dated 28.4.03 and 10.9.03)

CLAUSE 5: In any case in which any of powers conferred upon the Assistant Director (S.C.) by clause 3 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable at any future date.

CLAUSE 5A: In the event of the Assistant Director (S.C.) taking action under clause 3, he may, if so desire, take possession of all or any tools, plants, machineries, materials and stores in or upon the work or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, by paying or allowing for the same in account at the contract rate or in case of contract rates not being applicable at such reasonable rates, as may be comparable to current market rates where ascertainable of similar articles and comparable condition, to be certified by the Assistant Director (S.C.). In the alternative the Assistant Director (S.C.) 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 Assistant Director (S.C.) may remove them at the contractor's expense or shall remove them by auction or private sale at the risk and cost of the contractor in all respects, and the certificate of the Assistant Director (S.C.) 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 Assistant Director (S.C.) before the expiration of the period stipulated in the tender or before the expiration of 10 days from the date on which he was hindered whichever is earlier and the Assistant Director (S.C.) 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 Assistant Director (S.C.) in this matter shall be final.

CLAUSE 7 : As soon as the work is completed, the contractor shall give a notice of such completion to the Field Supervisor (S.C.) / Field Assistant (S.C.) and on receipt of such notice the Field Supervisor (S.C.) / Field Assistant (S.C.) shall inspect the work and if he is satisfied that the work is completed in all respects then :-

(i) For all works ~~costing upto Rs.50 lakhs (amount put to tender)~~ the final measurements shall be recorded within 15 days from the date of physical completion of the work and the final bill shall be prepared within 15 days from the date of recording final measurement. ~~The completion certificate shall be issued within one month from the date of final measurements subject to the contractor fulfilling his obligation as provided in the contract and subject to the work being complete in all respects.~~

(ii) ~~In respect of works costing more than Rs.50lakhs (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 Assistant Director (S.C.) shall issue, separate completion certificate for such items or groups of items.~~

~~No certificate of completion shall be issued nor shall the work be considered to be complete till the contractor shall have removed from the premises, on which the work has been executed, all scaffoldings, sheds and surplus materials, except such,, as are required for rectification of defects; rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor for the workmen and cleared all dirt from all parts of building(s) in, upon or around which the work has been executed or of which he may have possession for the purpose of the execution thereof and cleared floors, gutters and drains, cased doors and sashes, oiled locks and fastenings labelled keys clearly and handed them over to the Assistant Director (S.C.) or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Assistant Director (S.C.). 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 Assistant Director (S.C.) may, at the expense of the contractor, fulfill such requirements and dispose of the scaffolding, or surplus materials and rubbish et . 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. It +the expenses of fulfilling such requirements is more than the amount realised such disposal as~~

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aforesaid the contractor shall forthwith, on demand, pay such excess. The Assistant Director (S.C.) shall also have the rights to adjust the amount of excess against any amounts that may be payable to the contractor.

CLAUSE 8 : No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Assistant Director (S.C.), 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 Assistant Director (S.C.) from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contractor or any part thereof in any respect or the accruing of any claims, nor shall it conclude, determine, or affect in any way the power of the Engineer in charge as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the completion of the work, otherwise the Assistant Director (S.C.)'s 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 Assistant Director (S.C.) 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 Assistant Director (S.C.) for all works executed in the previous month and Assistant Director (S.C.) shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Assistant Director (S.C.) 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 Assistant Director (S.C.) may prepare a bill from such list which shall be binding on the contractor in all respects.

CLAUSE 11 : The contractor shall submit all the bills on the printed forms to be had on application at the office of the Assistant Director (S.C.). 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 Assistant Director (S.C.) 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 Assistant Director (S.C.) (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 Assistant Director (S.C.). 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 Assistant Director (S.C.) 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 Assistant Director (S.C.) and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.

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

CLAUSE 12A: The contractor shall be entitled to use the materials supplied by the Department only to the extent of quantities of such materials required for execution of the work as per theoretical calculations Engineer 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 larger quantity of the materials. Such permission shall be given in writing.

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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 Assistant Director (S.C.). 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 Assistant Director (S.C.), he shall be charged for the excess materials at double the issue rate for such materials specified in Schedule A of the contract Agreement.

CLAUSE 12B : All stores and materials such as cement, if the consumption of which exceeds 25 tons and steel etc., supplied to the contractor by Gujarat State Land Development Corporation Ltd. 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 Assistant Director (S.C.) or his agent. The godown shall be accessible to the Assistant Director (S.C.) 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 Assistant Director (S.C.).

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

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

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

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

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

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

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

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

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

In the case of defective description or ambiguity, the Assistant Director (S.C.) 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 Assistant Director (S.C.) shall be entitled to make corrections and interpretations as necessary to fulfill the plans and specification.

CLAUSE 14.1 : The Assistant Director (S.C.) 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 Assistant Director (S.C.) and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work.

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

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 Deputy Director (S.C.) 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

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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 Deputy Director (S.C.)s 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 Assistant Director (S.C.) 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 Eng i nee r in -charge. In the event of the dispute, the decision of the Deputy Director (S.C.) 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 Assistant Director (S.C.) as to such proportion shall be final and conclusive.

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

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

(1) However, the contractor will be entitled for compensation for loss, if any on the date of notice, for the purchased materials or for the contract executed for the material to be purchased for such work. Such compensation will be paid only for actual loss for materials, if such materials so purchased or agreed to purchase is of required quantity/quality and was purchased / contracted to be 'purchased only for the same work. But no compensation shall be granted to contractor on material for which advance has been given to contractor by Gujarat State Land Development Corporation Ltd.. The amount of loss for such claim will be decided by incharge Field Supervisor (S.C.) / Field Assistant (S.C.) / Assistant Director (S.C.).

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

In case the Contractor does not agree with the decision of Field Supervisor (S.C.) / Field Assistant (S.C.) / Assistant Director (S.C.) regarding the amount of compensation or loss; it will be open for the contractor to appeal to Superintending Field Supervisor (S.C.) / Field Assistant (S.C.) / Assistant Director (S.C.) within one month from the date of knowledge of such decision. In such case the decision of Deputy Director (S.C.) will be final and binding to the Contractor.

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

(Vide G. R. No. SSR / 1090 / IB / 247 (2) / C, dated 28.6.1993 as amended by GR of even number dated 11.2.1999).

CLAUSE 15A : The contractor shall not be entitled to claim any compensation from Govt. on account of delay by Gujarat State Land Development Corporation Ltd. in the supply o materials entered in Schedule 'A' where such delay is

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caused by (i) Non supply due to short allotment of quota in case materials available under quota regulations. (ii) Difficulties relating to the supply of railway wagon (iii) Force majeure. (iv) Act of God. (v) Act of the country's enemies or any other reasonable cause beyond the control of Gujarat State Land Development Corporation Ltd. In the case of such delay in the supply of materials, Gujarat State Land Development Corporation Ltd. shall grant such extension of time for the completion of the works as shall appear to the Assistant Director (S.C.) to be reasonable in accordance with the circumstances of the case. The decision of the Assistant Director (S.C.) as for the extension of time shall be accepted as final by the contractors. (As modified Vide R & B D. G. R. No. TNC 1096 IB 143 (16) C dated 11.1.1999)

CLAUSE 16 : Time limit for unforeseen claims : The contractor shall not be entitled to any compensation from Gujarat State Land Development Corporation Ltd. 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 Assistant Director (S.C.) within one month of the cause of such claim occurring.

CLAUSE 17 : Action & compensation in case of bad work : If, at any time before the expiry of Defects Liability period as detailed in clause 17-A. It shall appear to the Assistant Director (S.C.) 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 Assistant Director (S.C.) to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been passed, certified and paid for the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified in whole or in part and provide other proper and 'suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Assistant Director (S.C.) 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 Assistant Director (S.C.) 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 Assistant Director (S.C.) consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his descretion 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 17.1 If the successful bidder does not furnish prescribed FDR/ Bank guarantee as a Security Deposit or does not execute the work or abandoned the work during contract period, the approved contractor's right for work will be terminated and S.D. will be forfeited respectively.

Clause 17.2 The terminated party shall be liable to indemnify the loss that may be occurred due to the termination of contract under this tender and retender.

Clause 17.3 For working out the loss, the following formula will be applied.

(Quantum of work executed X rate of work under the retender) - (Quantum of work executed under the retender X rate of work under terminated contract)

CLAUSE 17A : Defect liability period : The contractor shall be responsible to make good and remedy at his own expense any defect which may develop or may be noticed before the period mentioned here under from the certified date of completion. The Assistant Director (S.C.) 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 Assistant Director (S.C.) may rectify or remove or re-execute the work at the risk & cost of the contractor. The Assistant Director (S.C.) 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 one month from the certified date of completion.

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

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

(d) for building works other than original building works the period specified in (a), (b) shall be same except that time period shall be 12 months instead of 6 months or (c) shall be same as above except that time period shall be 3 years or elapse monsoon from certified date of completion whichever is later. (d) For original building works the defect liability period will be 3 years or elapse of 3 monsoon periods following date of possession of building taken over by user agency or 4 years elapse 4 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.

(Modified vide R & BD Circular No. PAC 11 102008 2076 N dated 31-8-2009)

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CLAUSE 18 : (1) For each ~~work costing above Rs. One crore,~~ district contract, the contractor shall have to engage minimum one graduate Engineer. He will be given Identity Card by the contractor. The copy of identity Card shall be furnished for the Office of Deputy Director (S.C.) and Assistant Director (S.C.). The identified Engineer should remain present on the site of the work. If not found on site, the Assistant Director (S.C.) will give notice of this default to the contractor. If in spite of this notice, default continues, the action to hold the registration of defaulter contractor for three years will be initiated.
(R & B D. Circular No.SSR-10-2008-18-C dated 13.10.2008)

CLAUSE 18 : (2) Work to be open to inspections - Contractor or responsible agent to be present :- All works under or in course of execution or executed in pursuance of the contract shall, at all times be open to the inspection and supervision of the Assistant Director (S.C.) 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 Assistant Director (S.C.) or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

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

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

Within 15 days of issue of work-order the Contractor will have to furnish to the Assistant Director (S.C.) of the work, the Name, Qualifications, Copy of mark sheet, Colour Photograph and appointment order issued to such Engineers engaged for this contract work. If 15 days after issue of work order such designated site Engineers do not resume or do not remain present on site of work, the recovery at the rate of Rs.15,000.00 per month per Engineer will be made from the bills/ deposit/ dues of the contractor. Such recovery shall be non refundable.

The Engineer so employed for the Gujarat State Land Development Corporation Ltd. work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with other duty except this work.

In case the contractor or partner of the contractor firm is a Civil Graduate Engineer, Employment of a separate Engineer will not be necessary provided that the Engineer partner, himself attends the execution of the work on the site. G.R.B & CD No.RGN-6090-UO-24 (42)-C, dated 26.11.1990.

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 Field Supervisor (S.C.)/ Field Assistant (S.C.)/ Assistant Director (S.C.) or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions there of taken before the same is so covered up or placed beyond the reach of measurement and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense and in default thereof, no payment or allowance shall be made for such work or for the materials with which the same was executed.

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

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

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

(Modified Vide R & B D. G. R. No. TNC - 1096 - IB - 143 - (16) - C dated 11.1.1999)

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~~

Signature of the contractor :

કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 22

સંયુક્ત નિયામકની સહી.

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 Assistant Director (S.C.) at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit, or proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defence of every suit, action or other legal proceeding at law that may be brought by any person for injury sustained owing to neglect of the 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.

Approved Contractor/Agency must have to provide information of minimum 10 numbers of excavator with their registration number for the pond excavation work to the Assistant Director (S.C.), GSLDC office who is implementing officer of the scheme within 7 days after doing agreement of the work contract and Assistant Director (S.C.) has to mention the machinery with registration number in the work order.

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

મંદ ૨૧ ક : કંડાકરને યોગ્ય પાલખો અને કાચા માંચડા, જવા આવવા માટેના પાટિયા અને સીડીની જોગવાઈ કરવાની રહેશે અને તે અંગે નીચે મુજબના નિયમોનું પાલન કરવાનું રહેશે.

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

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

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

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

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

(બ) (૧) કાર્યક્ષમ અને જવાબદાર વ્યક્તિની દેખરેખ હેઠળ તે સિવાય;

(૨) કંડાકર દ્વારા નિમણેલ અને અનુભવ ધરાવતા કાર્યક્ષમ કામદારો દ્વારા થતું હોય તે સિવાય, કોઈ પણ બાંધવી નહીં, ઉતારવી નહીં કે તેમાં મહત્વના ફેરફાર કરવા નહીં.

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

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

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

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

(૨) તેના પરના આવનારા વજન અને ધરપારાને ખામી 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.

(ઢ) પાલખો એવી બાંધવાની રહેશે કે સામાન્ય વપરાશથી તેનો કોઈ પણ ભાગ છૂટો પડી જ શકે.

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

(ડ) પાલખો પર વધારે પડતું વજન મૂકવું નહિ અને શક્ય હોય ત્યાં સુધી તે વજન સમાન પાલખ પર એકસરખું વહેંચી મેળવવું.

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

(ઘ) પાલખો પર માલ ઉઠાડવા માટેના નિપર ઓડવતાં પહેલા પાલખોની મજબૂતાઈ અને ટકાઉપણાની ખાતરી કરવાની ખાસ સાવચેતી લેવી.

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

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

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

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

(i) Working platforms, gangways shall

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

(૨) કાચા માંચડાં જવા આવવા માટેના પાટિયા અને સીડીઓ બાંધતી વખતે નીચેની બાબતો પાલખાની રહેશે.

(૧) તેનો કોઈ પણ ભાગ વધુ પડતો કે અસમાન રીતે ઝૂકી ન જાય જોઈએ.

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

(૨) માણસો અભટ્ટી કે લપસી પડે તેનું જોખમ બને તેટલું ઓછું સખવા માટે પ્રવર્તતા સંજોગો અનુસાર તે બાંધવા અને જાળવવા, અને

(iii) be kept free from any unnecessary obstruction.

(૩) કોઈ પણ જાતના બિનજરૂરી અવરોધથી મુક્ત રાખવા

Signature of the contractor :

કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director :

સંયુક્ત નિયામકની સહી.

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

(ક) ૨.૦૦ મીટરથી વધુ ઉંચાઈવાળા કામ માંચડા, જવા આવવા માટે પાટિયા કામની જગ્યા અને સીડીઓની નીચે મુજબની જોગવાઈ રહેશે.

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

(૧) સલામતી માટે પૂરતાં પગલાં લેવામાં હોય તો દરેક કામ માંચડા અને જવા આવવા માટેનું દરેક પાટિયું લગભગ જરૂરું હોવું જોઈએ.

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

(૨) દરેક કામ માંચડા અને જવા આવવા માટેના પાટિયાં, પૂરતી પહોળાઈવાળા હોવા જોઈએ, અને

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

(૩) દરેક કામ 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.

(ક) માસરો આવી જઈ શકે અથવા માલસામાનની હેરફેર થઈ શકે કે એક રથબેંધી બીજે રથબેંધ લઈ જઈ શકાય તેટલા વખત અને તેટલા પૂરતી મકાનની ફરસા કે કામ માંચડા પરની પ્રવેશ મુદતી જગ્યા પર એવા યોગ્ય સાધનો પુકી સખવા કે જેથી કોઈ માણસ કે માલસામાન પડી ન જાય.

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

(લ) જ્યાંથી પડી જવાનો ભય હોય તેવી ૩.૦૦ (જણાવવી) મીટરથી વધુ ઉંચાઈના છાપરાં પર માસરોને કામ સખવામાં આવ્યા હોય ત્યાંથી માણસો કે માલસામાન પડી ન જાય તે માટે સાવચેતીના યોગ્ય પગલાં લેવામાં રહેશે.

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

(મ) માલસામાન કે કામકાજની બીજી જગ્યાઓ પરથી પડે તેવી વીજવસ્તુઓથી માણસને ઈજા ન થાય તે માટે સાવચેતીનાં યોગ્ય પગલાં લેવા.

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

(ન) બધા કામ માંચડા અને કામની બીજી જગ્યાઓએ સહેલાઈથી જવા માટે સલામત માધ્યમની 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 : કંટ્રોલર વજન ઉચકવાના સાધનો વાપરે તે સંબંધ માં તેણે નીચેના વિનિયમોનું પાલન કરવાનું રહેશે.

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

(ક) વજન ઉચકવાનાં યંત્રો અને ગરગટીવાળા યંત્ર, તેમની સાથેના જોડાણો, લાંબર માટેના સામાન અને ટેકા નીચે મુજબના હોવા જોઈએ

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

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

(ii) be kept in good repair and in working order. —(૨) સારી દુરસ્ત હાલતમાં અને ચાલુ સ્થિતિમાં રાખવા જોઈએ.

(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.

(બ) માલસામાનને ઉંચે ચડાવવા કે નીચે ઉતારવા અથવા લટકતો રાખવાના સાધન તરીકે વપરાતું દોરડું યોગ્ય જાતનું અને પૂરતી મજબૂતઈવાળું તેમજ દેખીતી નામી 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 Assistant Director (S.C.).

(ક) વજન ઉચકવાનાં યંત્રો અને ગરગટીવાળાં યંત્રો કામના સ્થળે યોગ્યતા પાલન અને ઉપયોગમાં લીધા પહેલાં તપાસી જોઈને પૂરતા પ્રમાણમાં ચકાસી લેવાના રહેશે, તેમજ હવાલાના ઈજનેર નિયત કરે તેવાં સમયાંતરે, યોગ્યેલી 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.

(ક) માલસામાન ઉંચે ચડાવવા કે નીચે ઉતારવા કે લટકતો રાખવાના સાધન તરીકે વપરાતા પ્રવેશ સાંકળ, રીંગ, અંકડો કડી, નકૂચા અને પુલીબ્લોક વખતોવખત તપાસવા.

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

(ક) પ્રવેશ કેઈન ડ્રાઇવર કે વજન ઉચકવાના યંત્રના ચાલક યોગ્ય લાયકાતવાળા હોવા જોઈએ.

Signature of the contractor :

કોન્ટ્રોલરની સહી :

(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.

(ક) ૧૫ વર્ષથી નીચેની કોઈ પણ વ્યક્તિને કોઈ માલમ સહિત વજન ઉચકવા કોઈ યંત્રના નિયંત્રક તરીકે અથવા ઓપરેટરને નિશાનીથી ચૂચના આપવા, કામ સખી 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.

(ગ) વજન ઉચકવાના પ્રવેશ યંત્ર અને માલસામાન ઉંચે ચડાવવાના કે નીચે ઉતારવાના કે લટકાવી રાખવાના સાધન તરીકે વપરાતી પ્રવેશ સાંકળ, રીંગ, કડી, નકૂચા અને પુલી બ્લોકની સલામત રીતે વજન ઉચકવાની 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.

(ક) આગળના વિનિયમમાં જણાવેલ વજન ઉચકવાના પ્રવેશ યંત્ર અને બધા જ ગિયર પર તે સલામત રીતે કેટલું વજન ઉઠાવી શકે તેમ છે. તે યોગ્ય હોવું જોઈએ.

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

Signature of the contractor :

કોન્ટ્રોલરની સહી :

Signature of the Joint Director : 24

સંયુક્ત નિયામકની સહી.

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

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

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

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

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

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

(૬) કોઈ વજન અડરમાત નીચે સરકી પરે તેવું જોખમ ઓછામાં ઓછું રહે તે પ્રકારની કોઈક સગવડ વજન ઉચકવાના સાધનમાં કરવાની રહેશે.

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

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

CLAUSE 22 : Measures for Prevention of Fire : The contractor shall not set fire to any standing jungle, trees, bush wood or grass without a written permit from the Assistant Director (S.C.).

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

CLAUSE 23 : Liability of contractors for any damages done in or outside work area: Compensation for all damage done intentionally or unintentionally by Contractor's labourers whether in or beyond limits of Gujarat State Land Development Corporation Ltd. property including any damage caused by the spreading of fire mentioned in the clause 22, shall be estimated by the Assistant Director (S.C.), or such other Officer as he may appoint and the estimates of the Assistant Director (S.C.), subject to 'the decision of the Deputy Director (S.C.), 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 Assistant Director (S.C.) from any sums that may be due or become due from Gujarat State Land Development Corporation Ltd. to the contractor under this contract or otherwise.

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

ખંડ ૨૪ : રૂમિયા એક કસોટી વધુ રકમના વાઈડ-બેન્ડ અને રેડ-બેન્ડના કામોમાં દરેક સતરનું કોમ્પેક્શન વ્યવસ્થિત રીતે થાય તે માટે નીચેની કાર્યવાહી અનુસરવાની રહેશે.

૨૪.૧ સતરાની કરવાની પહેલાઈમાં ધારાધોરણ મુજબ કોમ્પેક્શન થાય તે માટે બેબી સોલર ફરજીયાત રીતે લાવી કોમ્પેક્શન કરવાનું રહેશે.

૨૪.૨ આવા કામોમાં દરેક સતરનું કોમ્પેક્શન ધારાધોરણ મુજબ થયું છે. તેની દરેક લેયરે ફરજીયાતપણે ડે-સીડો મીટરથી ઊંડા પ્રમાણે થવાની ચકાસણી ઉજારદારે કરી તેનું સર્ટીફિકેટ નિભાવવાનું રહેશે. આવી ચકાસણી સંબંધિત મદદનીશ નિયામકશ્રી (જ.સં.) એ પણ કરવાની રહેશે. ઉજારદારે કરેલ કામની ડે-સીડો પુરેપુરી મળ્યા બાદ જ ઉલ્લેખિત અપાય અને ત્યાંબાદ જ બીજા લેયરની કામગીરી હાથ ધરાય તે જોવાનું રહેશે. ઉજારદારશ્રીને તેમણે કરેલ કામગીરી અંગે જ્યારે પણ બીલની ચુકવણી કરવાની થાય ત્યારે ઉપરોક્ત સુચવેલ પદ્ધતિ પ્રમાણે તે કામ કરવામાં આવેલ છે કે કેમ? તેની ખરાઈ સંબંધિત મદદનીશ નિયામકશ્રી (જ.સં.) માસે કરાવ્યા બાદ જ બીલનું ચુકવણું કરવામાં આવશે. (મા.મ.વિ. પરિપત્ર નં.એસએસઆર ૧૦ ૨૦૦૮ ૧૮ સી.તા.૧૩ ૧૦ ૦૮)

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 Deputy Director (S.C.). And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceeding to get himself be adjudicated an insolvent or make any compromisation with his creditors or attempt to do so, the Assistant Director (S.C.) 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 Gujarat State Land Development Corporation Ltd. in anyway relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in contract, the Assistant Director (S.C.) 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 Gujarat State Land Development Corporation Ltd. and the same consequence shall ensure as if the

Signature of the contractor :
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Signature of the Joint Director : 25
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contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.

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

CLAUSE 28 : Change in the constitution of firm to be notified : In the case of a tender by partners, any change in the constitution of a firm shall be forthwith notified by the Contractor to Assistant Director (S.C.) for his information.

CLAUSE 29 : Works to be under directions of Assistant Director (S.C.) / Deputy Director (S.C.) : All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of Assistant Director (S.C.)/Deputy Director (S.C.) 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.

CLAUSE 30 : (4) Disputes to be referred to Tribunal : The disputes relating to this contract, so far as they relate to any of the following matters, Whether such disputes arise during the progress of the work or after the completion or abandonment thereof, shall be referred to the Arbitration Tribunal, Gujarat State.

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

(ii) The reduction in rates made by the Assistant Director (S.C.) / Deputy Director (S.C.) 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 Assistant Director (S.C.) / Deputy Director (S.C.) 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 Assistant Director (S.C.) / Deputy Director (S.C.) 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 Assistant Director (S.C.) / Deputy Director (S.C.) 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 Assistant Director (S.C.) / Deputy Director (S.C.) under clause 17 for the interior work or materials as accepted or made use of.

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

(viii) The amount payable to the contractor for the work carried out under clause 33 in accordance with the instructions and the requirements of the Assistant Director (S.C.) / Deputy Director (S.C.) 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 Gujarat State Land Development Corporation Ltd. in N. & W.R. D. letter No. SUT/1090/2679/K2 dtd. 9.2.1994.

(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 Gujarat State Land Development Corporation Ltd. and Public Sector Enterprises of Gujarat. (Resolution F. D.No. PB/1088/735/KT/ Sachivalaya/ Gandhinagar 5th Octobers 1988.)

(5) In case of dispute leading to the contractor or Gujarat State Land Development Corporation Ltd. 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 Assistant Director (S.C.) 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 Assistant Director (S.C.) 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 giver! to the contractor under clause 15.

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

If any disputes arise about this tender, its jurisdiction shall be concern awarded district.

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 26
સંયુક્ત નિયામકની સહી.

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 Assistant Director (S.C.) capable of measurement, the Assistant Director (S.C.) may, as his discretion, pay the lump sum amount entered in the estimate and the certificate in writing of the Assistant Director (S.C.) shall be final and conclusive against the contractor with regard to any sum or sums payable to him, under the provisions of this clause.

CLAUSE 33 : Action where no specifications : In the case of work for r 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 Assistant Director (S.C.).

CLAUSE 34 : Definition of work - The expression "work" or "works" means deepening / creation of pond in districts (14 districts).

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

CLAUSE 35: Non refund of quarry fees & Royalties : The contractor shall pay the royalty to the competent authority/ local body as per rules. The contractor shall furnish quarterly the statement showing quantity of quarried materials, from whom purchased (with full address of the seller) and copies of bills for purchase to the District Officer of the Mining and Geology Department or authority competent to levy royalty in the area of work. Contractor shall also furnish such additional information as regards royalty payment to the Royalty authority. The royalty charges paid shall be borne by the Contractor and shall not be reimbursed by the Assistant Director (S.C.) (Authority: R & BD Circular No. TNC 2286 UO 39 (19) C, dated 23.10.1989.)

CLAUSE 36 : Compensation Linder the workmen's compensation Act: The contractor shall be responsible for and she pay compensation to his workman payable under the Workmen's Compensation Act. 1923 (VIU of 1923) hereinafter calk the said Act) for-injuries caused to the workmen, If such compensation is paid by Gujarat State Land Development Corporation Ltd. as principal under sub section 12(1) of the said Act on behalf of the Contractor it shall be recoverable by Gujarat State Land Development Corporation Ltd.-from the contractor und sub-section.12 (2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.

CLAUSE 36A : The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may Sutter a bodily injury as a result of an accident It such expenses are incurred by Gujarat State Land Development Corporation Ltd., tile same shall I recoverable from the contractor for with and be deducted, without prejudice to any other remedy of Gujarat State Land Development Corporation Ltd. from amount due or that may become due to the Contractor.

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

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

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

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

CLAUSE 36C : (a) Any other documents as required by the GSLDC shall have to be produced within 10 days from the receipt of communication in this regard.

(b) The contractor/Agency shall make necessary deduction from the salary/wages payable to contractor's employees towards ESIC, PF, Labour welfare Fund may be applicable from time to time and submit a certificate to the GSLDC that ESIC and PF as due to his workers has been paid by him. Statement of such deduction shall be submitted to the Assistant Director office on monthly basis. GSLDC may call for inspection of the records of the Approved Contractor/ Agency related to the contract, various labour laws, PF laws etc. at any time.

(c) If the terms and conditions of this tender are violated by the approved contractor/ agency, GSLDC can forfeited fully or partially amount from the Security Deposit towards recovery of loss on account

Signature of the contractor :
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Signature of the Joint Director : 27
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of any dues of the Approved contractor/ Agency without prejudice to its right to take any other legal action.

CLAUSE 37 : The quantities shown for pond per district in the Schedule B of the tender are approximate and no claim shall be entertained for increasing or decreasing in quantities of earthwork. ~~execute being less than those entered in the tender. In the case 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 38 : Employment of famine or other labour: The contractor shall employ any famine, convict or other labour or particular kind or class, if ordered in writing to do so by the Assistant Director (S.C.).

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

CLAUSE 40 : No claim for compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartment. The rates are inclusive of hard or cracked soil, excavation in mud, sub soil water or water standing in borrow-pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.

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

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

CLAUSE 42(I)(A): The employment of donkeys and / or other animals and the payment of fair wages: For Asphalt work(s) as far as possible, only the adult persons should be employed by the contractor. If the adult persons are not available, then the children below the age of 15 (Fifteen years) should not be employed under any circumstance.

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

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

(iv) The Assistant Director (S.C.) 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 Gujarat State Land Development Corporation Ltd. for any delay caused in the completion work by such removal.

(v) The contractor shall pay fair and reasonable wages to the workman employed by him in the contract undertaken by him. In the event of any dispute arising between the Contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Assistant Director (S.C.) who shall decide the same. The decision of the Assistant Director (S.C.) 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 Gujarat State Land Development Corporation Ltd. at the sanctioned tender rates.

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

(vii) The contractor shall provide the amenity of proper shade and shelter to the workers/labourers and their children on Gujarat State Land Development Corporation Ltd. works as soon as the work starts. If the contractor fails to provide shed and shelter, the Assistant Director (S.C.) shall provide the same at the cost of contractor.

CLAUSE 43 : Method of payment: ~~Payment to contractor shall be made by cheque drawn on any treasury within the division convenient to them, provided the amount exceeds Rs. 10 Amount not exceeding Rs. 10 will be paid in cash~~

43.1 Payment will be made by Deputy Director Office, G.S.L.D.C. only after submitting satisfactorily completion ordered work certificate and other necessary document from the concerned Assistant Director.

Assistant Director will submit following to the Deputy Director office :-

Satisfactory completion ordered work certificate, pre-audited certificate alongwith photographs and C.D. other related documents of said pond.

43.2 The payment to the Approved Contractor/ Agency shall be made only through RTGS and necessary information related to bank account of tenders will have to submitted in Schedule E, serial no. 9.

43.3 GSLDC shall be entitled to deduct the amount if it is required to pay on account of the Approved Contractor/ Agency's default in respect of any liability of the Approved Contractor/ Agency.

43.4 Income Tax and other taxes, if applicable shall be deducted at source from the bill.

CLAUSE 43 A : ~~Any sum of money due and payable to the Contractor (including the security deposit returnable to the contractor executing any Gujarat State Land Development Corporation Ltd. work or work of any District Panchayat wholly financed as grant in aid under this contract shall be appropriated by any District Panchayat / Gujarat State Land Development Corporation Ltd. and shall be set off against any claim of the Gujarat State Land Development~~

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~~Corporation Ltd./District Panchayat of Gujarat state by the District Panchayat of Gujarat State / Gujarat State Land Development Corporation Ltd. for the payment of a sum of money arising out or under any other contract made by the contractor with the Gujarat State Land Development Corporation Ltd./District Panchayat of Gujarat State for the work wholly financed as grant in aid by Gujarat State Land Development Corporation Ltd. of Gujarat State. When no such amount for purpose of the recovery from the contractor against any claim of the Gujarat State Land Development Corporation Ltd. / District Panchayat of Gujarat state is available, such a recovery shall be made from the contractor as arrears of land revenue.~~

CLAUSE 44 : Deleted

CLAUSE 45 : Employment of scarcity labour : If Gujarat State Land Development Corporation Ltd. declares a state of scarcity or famine to exist in any village " situated within 16 kilometer's of the work, the Contractor shall employ upon such parts of the work, as are suitable for unskilled labour any person certified to him by the Assistant Director (S.C.) or by any persons to whom, the Assistant Director (S.C.) 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 Gujarat State Land Development Corporation Ltd. may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Assistant Director (S.C.) whose decision shall be final and binding on the contractor.

CLAUSE 46 : Deleted

CLAUSE 47 : The rates to be quoted by the Contractor must be inclusive of tax as provided in the respective applicable rules/law. No extra payment on this account will be made to the contractor.

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

CLAUSE 49 : Fair Wages : If a Contractor fails to pay within '7' (Seven) days to the labourer(s)/worker(s) their minimum wages prescribed by the Gujarat State Land Development Corporation Ltd. under the Minimum Wages Act, 1948 as in force from time to time, the Assistant Director (S.C.) shall be at liberty to deduct the amount payable to the labourer/workers from his (Contractors') bills or deposit(s) payable by the Contractor after making due inquiries and establishing the claim(s) of the labourer(s)/worker(s).

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

CLAUSE 50 : Deleted

CLAUSE 51 : List of Machinery: The contractors shall also give a list of machineries in his possession to the Assistant Director (SC) within 7 days after doing agreement of work contract and which they propose to use on the work. Assistant Director (SC) has to mention the machinery with registration number of the equipment to be used.

CLAUSE 52 : (i) ~~In case, the roller deployed by Department for the use on contract work is kept idle by the contractor for want of adequate labour and materials, the contractor will have to pay rental charges as per prevailing rules even though the items of rolling and watering are to be carried out by the department.~~

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

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

CLAUSE 54 : ~~Rent will be recovered from the contractor for the land given to them for stacking materials as well as for construction of temporary hutments etc.~~

— Land measuring Charges

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

CLAUSE 55 : ~~The contractor shall employ only such labour who shall produce a valid certificate of having been vaccinated against small pox within a period of last three years.~~

CLAUSE 56 : 1 Huts : The contractor shall build sufficient number of huts on a suitable plot of land for the use of the laborers according to the following specifications

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

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

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- (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 Gujarat State Land Development Corporation Ltd. 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 No provision need-be made water for the *use* of labourers This provision, shall be it the rate of not less than 4.5 liters per head. where there is a suitable nalla, river or well within 0.4 km of the camp. However arrangement should as far as possible, be made to chlorinate- water by chlorinated tablets before it is allowed for drinking purpose.

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

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

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

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

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

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

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

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

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

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

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

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

11. Medical facilities : The contractor shall engage a medical officer with a traveling dispensary for a camp having 500 or more persons if there is no Gujarat State Land Development Corporation Ltd. 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 Assistant Director (S.C.). At least one sweeper per 200 persons should be engaged. Conservancy staff should dump refuse in compost pit, away from the labour camp.

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

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

(b) When, in any labour camp there is an epidemic disease or is threatened with such an outbreak, the authorities in charge of the labour camps should ensure that all the inmates of the labour colonies are inoculated or vaccinated as the case may be, depending on the diseases, within 72 hours after the outbreak.

(c) The authorities in charge of the labour colony should arrange to communicate by wire regarding the outbreak of the epidemic diseases on the very day of the outbreak, to the Mamlatdar of the Taluka, the District Health officer or to the Deputy

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Director of Public Health in charge of that area and the Director of Public Health. Thereafter they should continue to send daily reports to the above officers in the prescribed form regarding the progress of the epidemic disease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) the rent for the land and building.

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

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

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

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

CLAUSE 57 : Contractor shall have to arrange for the supply of gumboots. Hand gloves, mask etc. invariably to the labourers workers engaged by the contractor on asphalt work.

CLAUSE 58 : The Contractor shall not show any distinction between Harijan and other class of labourers/workers employee to carry out the Gujarat State Land Development Corporation Ltd. work.

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

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

$$VI = 0.75 \times \left\{ \frac{PI}{100} \times R \times \frac{i-i_0}{i_0} \right\}$$

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

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

- (i) Materials supplied from the Departmental store to the Contractor at fixed rate as specified in schedule A and
(ii) Value of cement, steel and asphalt brought by the contractor valued at star rate plus the increase/decrease for which price adjustment is done under clause 59/A below :-

~~i₀ =~~ The average consumer price index for industrial workers for the quarter in which tenders were opened (as published in ~~_____~~)

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

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

~~_____ =~~ This refers to average consumer's price index (wholesale) for industrial workers as applicable to Ahmedabad/Bhavnagar as published by Gujarat State Land Development Corporation Ltd. of India, Ministry of Labour Bureau.

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

$$Vm = 0.75 \times \left\{ \frac{Pm}{100} \times R \times \frac{i-i_0}{i_0} \right\}$$

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

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

- (i) Materials supplied from the Departmental store to the Contractor at fixed rate as specified in schedule A and
(ii) Value of cement, asphalt and steel brought by the contractor valued at star rate plus the increase/decrease for which price adjustment is done under clause 59/A below :-

~~i₀ =~~ The average wholesale price index [Ⓐ] (all commodities) for the quarter in which tenders were opened. (as published in ~~_____~~)

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

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

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

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

$$Vd = 0.75 \times \left\{ \frac{Pd}{100} \times R \times \frac{D-D_0}{D_0} \right\}$$

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

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

- (i) Materials supplied from the Departmental store to the Contractor at fixed rate as specified in schedule A and.
- (ii) Value of cement, steel and asphalt brought by the contractor valued at star rate plus the increase/decrease for which price adjustment is done under clause 59/A below :-

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

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

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

Conditions for variation except for Cement, Steel and Asphalt :-

- (1) No adjustment shall be done for the work done in the first twelve months of the time limit. Adjustment payable/recoverable will be calculated for the remaining work done during the subsequent period.
- (2) The sum total price adjustment for A, B and C will be limited _____% of the estimated cost of work put to tender less the cost of Materials supplied from the Departmental store to the Contractor at fixed rate as specified in schedule A and cement, steel and asphalt valued at input rates mentioned as under on which the sanctioned estimate is based. When clause 60A (B-1) 59A (B-2) is not deleted.

QUANTITY	
Cement :-	..... M.T.
Mild Steel :-	..... M.T.
TMT/HYSD Bars :-	..... M.T.
Asphalt 60/70 :-	..... M.T.
Asphalt 80/100 :-	..... M.T.

INPUT RATE PER TON	
Rs.	per M.T.
Rs.	per M.T.
Rs.	per M.T.
Rs.	per M.T.
Rs.	per M.T.

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

CLAUSE 59A : Price Variation for Cement, Steel and Asphalt brought by Contractor : The amounts payable to the contractors for the work done involving use of cement, steel and asphalt when these materials are not supplied by the Gujarat State Land Development Corporation Ltd. as for scheduled A shall be adjusted for increase or decrease in the rates of these materials as under :-

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

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

QUANTITY	
Cement :-	..... M.T.
Mild Steel :-	..... M.T.
TMT/HYSD Bars :-	..... M.T.
Asphalt 60/70 :-	..... M.T.
Asphalt 80/10 :-	..... M.T.

STAR RATES	
Rs.	per M.T.
Rs.	per M.T.
Rs.	per M.T.
Rs.	per M.T.
Rs.	per M.T.

Month _____ in which DTP is approved
2/2013
.....

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

- _____ The month in which DTPs are approved will be specified in the tender document.
- _____ Star rates should be mentioned in the tender copy as under :-
- I. For cement, Price of cement from authorized dealer should be obtained for the month in which the D.T.P.s are approved & mentioned as star rate before issue of tender copy.
- II. For steel & H.Y.S.D. bars, rate of SAIL should be obtained for the month in which the DTPs. Are approved and mentioned as star rate before issue of tender copy.
- III. For basic index specific month in which the DTPs are approved should be mentioned before issue of tender copy.]

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

$$\text{A} = \text{B} \times \left\{ \frac{\text{C}_1}{\text{C}_0} - 1 \right\} \times \text{D}$$

A = Difference of Amount payable or recoverable ————— **B** = Star rate of steel/cement/asphalt.

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

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

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

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

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

Conditions for variation in rates of asphalt only :-

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

1. The Contractor can procure asphalt produced by Private company of India or imported asphalt and use in the work.
3. The Contractor will have to produce in original, the purchase invoice of asphalt in case of asphalt.
6. For calculation of variation in the rate of asphalt, the rate prevalent at Indian port at the time of purchase in case of imported asphalt and the rate as per purchase invoice in case of asphalt purchased from Private Indian Company of Ex-refinery (of Indian Public Sector undertaking) rate on the date purchase, whichever is less, shall be considered for working out the difference and for comparison of the Star rate shown above in the Clause. This difference shall be payable/ recoverable for the asphalt consumed in the work executed during original & extended time limit, if time limit is extended for reasons of delay attributable to the department. This difference shall not be payable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor.
(Authority R & B D GR No. TNC 1089 (4) C, dated 31.08.1991 modified Vide G.R.s of even numbers, dated 5.10.1991, 7.4.1992, 21.10.2005 and G.C. No STR 1097-182/H dated 27.11.97, 21.11.98 Mise 1093 UO 53 40 C dated 16.6.2001, S.T.R. 10 2001 M 34/29/H dated 4 10 05 & 2.2.07 and STR/102006 1577 8H dated 2.9.08 and dated 8.12.08 of R & B.D.)

CLAUSE 60 : FENCING AND LIGHTING : (a) The contractor shall, unless otherwise specified, be responsible for the proper fencing, lighting grading and taking of the necessary safety measures for all works comprised in the contract and for the proper provision of temporary road, way, foot way, guards, fences, caution notices etc., as far as the same may be rendered necessary by reasons of the work for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and the public and shall remain responsible for any accidents that may occur on account of his failure to take proper & timely precautions.

Signature of the contractor :

ՃՈՒՂԱԿՇՏՐՆԻ ՏՎԷԼԻ :

Signature of the Joint Director : 34

ՏՅՄԿՏ ՆԻՅԱՑԿՆԻ ՏՎԷԼԻ.

~~(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 61 : LIABILITY OF ACCIDENTS TO PERSONS: Responsibilities and liabilities of the contractor under Workmen's Compensation Act are given in clause No. 37 In addition following shall also apply : (a) On the occurrence of an accident, which result in death of workmen employed by the' contractor or which is so serious as is likely to result in death of any such workmen, the contractor, shall within 24 hours of happening of such accident(s) intimate, in writing to the Assistant Director (S.C.) the fact of such accident(s). The contractor shall indemnify Gujarat State Land Development Corporation Ltd. against all loss or damage sustained by the Gujarat State Land Development Corporation Ltd. resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Gujarat State Land Development Corporation Ltd. as a consequence of. Gujarat State Land Development Corporation Ltd.'s failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said act in regard to such accident(s).

(b) In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act, whether by the contractor or by the Gujarat State Land Development Corporation Ltd. as principal Employer, it shall be lawful for the Assistant Director (S.C.) to retain out of money due and payable to the Contractor, such sum or sum of money as may, in the opinion of the Assistant Director (S.C.), be sufficient to meet such a liability. The opinion of the Assistant Director (S.C.) shall be final in regard to all matters arising under this clause.

CLAUSE 62 : ACCESS TO SITE AND WORK ON SITE: The Engineer may, if he considers fit from time to time, enter upon any land(s) which may be in possession of the contractor this contract for the purpose of executing any work not included in this contract and may execute such works not included in this contract by agents or by other contractors, at his opinion and the contractor shall, in accordance with the requirements of the Assistant Director (SC), afford all reasonable facilities for execution of the work including occupation of lands by structure or otherwise for any other contractor employed by the Gujarat State Land Development Corporation Ltd. and his workmen or for the workmen of the Gujarat State Land Development Corporation Ltd. 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 Gujarat State Land Development Corporation Ltd. for any delay or expense incurred by reason of such default. Provided always that if damage arising, make a statement of the same to the Assistant Director (S.C.) who shall from time to time, assess the value in his judgment of such damage and the Gujarat State Land Development Corporation Ltd. shall from time to time pay to the contractor the amounts (if any) accepted as justified by the Assistant Director (S.C.) :

CLAUSE 63: REPORTS REGARDING LABOUR: The Contractor shall submit the following reports to the Assistant Director (S.C.):

(a) (i) A daily report in the suitable form of the strength of labour both skilled and unskilled employed by him on the work(s). The contractor shall increase or decrease the strength both skilled or unskilled. If directed by the Assistant Director (S.C.). The submission of such reports shall not. However, relieve the contractor of his responsibilities and duties regarding progress or any other obligations under the contract.

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

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

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

(v) Such other report as may be prescribed.

CLAUSE 64 : Treasure Trove: In the event of discovery by the contractor or his employees, during the progress of work of any gold, silver, oil or other minerals of any description and precious *stones, treasures, coins, 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 Gujarat State Land Development Corporation Ltd. and the contractor shall duly preserve the same to the satisfaction of the Assistant Director (S.C.) from time to time, and relieve the same to such persons as the Assistant Director (S.C.) may appoint. The contractor shall take all reasonable precautions to prevent his workmen or any other person from removing or damaging, any such articles or things, immediately after the discovery thereof and before removal acquaint the Assistant Director (S.C.) with such discovery and carry out his orders for the disposal of the same.

CLAUSE 65 : Indemnity : The contractor shall indemnify the Gujarat State Land Development Corporation Ltd. against all actions, suits, claims & demands through or made against the Department in respect of work of this contractor against any loss damage to Department in consequence of any action or suit being brought against the contractor for anything done or omitted to be done in execution of the work of this contract.

CLAUSE 66 : Insurance of Labours : The contractor shall be responsible to arrange for insurance of all labourers, skilled and unskilled, workers, supervisors etc., employed by him as per labour regulation of the State.

CLAUSE 67 : Setting Out : The contractor shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labour in connection therewith. If , at any time, during the progress of the work, any errors, appear or arise in the position, levels, dimensions or alignments of any part of the work, the contractor, on being required to rectify such errors by the Assistant Director (S.C.) shall at his own expense do so to the satisfaction of the Assistant Director (S.C.). If

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 35
સંયુક્ત નિયામકની સહી.

however, such error is based on incorrect data supplied in writing by the Assistant Director (S.C.), 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

Assistant Director (S.C.) or his representative shall not in any way, relieve the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all bench-marks, site-nails, page and other things used in setting out of the work(s).

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

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

(2) : Contractors registered in special category 1 (Roads) will have to procure and keep available on site two core cutting machines, similarly those registered in special category 2 (Roads) will have to procure and keep available on site one core cutting machine on ownership basis. The thickness of sub-base and base layers of road will be tested by taking cores and recording results of layer thickness in paver site register. (R & B.D. Circular No.RGN-60-2006-35-C dated 26.05.06)

(3) : In case of asphalt items (other than BSG & BBM) having total thickness of more than 50mm, the contractor will take two to four core samples by his core cutting machine at the interval of 200m distance at each cross section in the presence of Dy. Assistant Director (S.C.). These samples will be sealed and will be sent for testing of thickness, density & bituminous content in the approved laboratory. Five percent of the amount payable for asphalt items will be withheld till the results are received. If the results are not satisfactory, the action as per conditions of contract will be taken (R & B.D. Circular No.RGN-602006 (35)-C dated 31.05.07)

CLAUSE 70: Progress Schedule: (a) The contractor shall furnish within one month (unless extended by the Assistant Director (S.C.)) order to start the work, the progress schedule in quadruplicate indicating the date of starting, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The schedule should be framed keeping requirement of the clause 2 of tender form in view and be such as in practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Assistant Director (S.C.). Further, the dates for the progress, as in this schedule shall be adhered to.

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

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

(c) The contractor shall sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress schedule. The working and shift hours shall comply with all the Gujarat State Land Development Corporation Ltd. regulations in force and shall be such, as may be approved by the Assistant Director (S.C.) 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 Assistant Director (S.C.), furnish the Assistant Director (S.C.) with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Assistant Director (S.C.) may, if he considers necessary at any time advice 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 any be approved by the Assistant Director (S.C.). 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 Assistant Director (S.C.).

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

CLAUSE 71 : Secured Advance to Contractor

(1) Before any secured advance for metal is paid to the contractor, the metal shall have to be tested for its quality in the laboratory. Contractor's request for such secured advance will be considered only after test results of metals are received and results are satisfactory. (As per Gujarat State Land Development Corporation Ltd. circular No. SSR-1070 1B-191-22-S of 5.3.1992)

(2) Advance on security of materials brought to site will not exceed 75 % of the value (As assessed by the Assistant Director (S.C.)) of such material provided that they are of imperishable nature.

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

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

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

Signature of the contractor :

કોટલાકરની સહી :

Signature of the Joint Director : 36

સંયુક્ત નિયામકની સહી.

(૬) જ્યારે સીડયોર્ડ એકવાર આખલ સરકારી માલસામાનમાં કામની સાઈટ ઉપર ફટ માલુમ પરે ત્યારે તેને અહેવાલ કરવાની જવાબદારી ઉજારદારની રહેશે. આવી ફટની જાણ ઉજારદાર દ્વારા હવાલા ના ઉજારને સાકાલિક કરવાની રહેશે અને જો આવી જાણ ઉજારદાર દ્વારા હવાલા ના ઉજારને સાકાલિક નહીં કરવામાં આવે તો કામની સાઈટ ઉપર માલુમ પરેલ ફટ કે ચોરીના બનાવમાં ઉજારદાર પોતે પણ પશકાર છે તેમ ગણી તેની સામે પગલાં લેવામાં આવશે. ઉપરાંત કામ ઉપરના તાંત્રિક કર્મચારીઓ જેવાકે કારકુન, વર્ક આસીસ્ટન્ટ જેવોની પણ રીપોર્ટ કરવાની જવાબદારી છે. તેઓએ માલસામાન કામની સાઈટ ઉપરથી ઉપડી ન જાય તે જોવાનું રહેશે તેમની જાણ બદાર જો આ માલસામાન ઉપડી જાય તો તેવા બનાવ બંધે ત્રણ દિવસમાં રીપોર્ટ કરવામાં નિષ્ફળ જશે તો તેઓ સામે પણ જવાબદારી નક્કી કરવા પગલાં લેવામાં આવશે. (મા.વિ.નિ. ઠરાવ ક્રમાંક: પી.કબલ્યુ.એમ. ૧૦૯૦-યુ.ઓ. ૧૩(૫) તા. ૨૪-૧૦-૯૦.

(૭) જ્યારે કોન્ટ્રાક્ટર તારણવાળી પેલગી લેવા ઉચ્છતો હોય ત્યારે તેને અરજી કરી નમુના ૩૧માં ગીરોમન કરવાનો રહેશે આ અરજી જોરે માલસામાનની ખરીદીનું બીલ અથવા ઈ-વોઈસ/ ડીલીવરી ચલણ અરજી સાથે રજૂ કરવાનું રહેશે. આવા ગીરોમનથી સરકારને તારણવાળા માલસામાન ઉપર 'લીમન' પ્રાપ્ત થશે અને કોન્ટ્રાક્ટર કામ ખોરંબે પારે, માલસામાનમાં ફટ, દુરુઉપયોગ કે ચોરીદારી તથા સલામતીની વ્યવસ્થા ન અભાવે ખોટ કે ખર્ચ થાય તે સામે સરકારને રજાણ મળશે.

(૮) રૂમિયા ૫૦ હજારથી વધુ રકમનું સિડયોર્ડ એકવાર આપવાનું હોય ત્યારે આવા માલસામાનની પુરેપુરી ચકાસણી કાર્યપાલક ઉજારેશ્રીએ કરવાની રહેશે. ૮-૫-૬ મનઈનઈઈઈઈ-ઈઈઈઈ ૪૪૪૪,૪૪૪૪૫૮૩૬-૫૫૫૫ x,ઈ,ઈ૪૪૪x૮

(૯) સિડયોર્ડ એકવારની રકમ જેટલી બંધ એરંડી ઉજારદારે રજૂ કર્યા બાદ જ સિડયોર્ડ એકવાર ચુકવવામાં આવશે. (મા.વિ. નો તારીખ ૪-૧૦-૯૦નો ઠરાવ ક્રમાંક પી.કબલ્યુ.એમ. ૧૦૯૦/યુ.ઓ. ૧૩(૫) સ

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

- (1) That in the case of advance payment on the item of earth work payment should be made on the basis of detailed measurement except during the monsoon period (June to September)
- (2) That the detailed measurements should be recorded within the month from the date of payment of the bill incorporating the advance payment. However in the case of sectional measurements of earth work, detailed measurement should be recorded within three months instead of one month stipulated above.
- (3) If on recording of the detailed measurements, it is found that the advance payment was made for more amount than the value of work now measured, excess payment shall be refunded forth with by the contractor on demand, if it cannot be adjusted from the bill in which the items on which advance payment was given are recorded by measurements.

CLAUSE 73 : Advance Against Machineries:

1. Secured advance on plants and machineries brought to the site of work is admissible for the contracts estimated to cost more than Rs. Ten Laes.
2. Simple interest in such advance granted to contractor against plants and machineries brought to work sites be charged at the rate of.....% per annum.
3. The recovery of the advance shall be affected from the second month from the month in which advance is given and full recovery will be completed by the time seventy five percent of scheduled time is completed.
4. Such advance will be limited to 5 percent of the estimated amount put to tender.
5. The advance will be granted for the plant and machinery actually brought to the site of work.
6. The machinery and equipment on which the advance is granted shall be of full undisputed ownership of the contractor, and they shall be hypothecated to Gujarat State Land Development Corporation Ltd. and also comprehensively insured till the advance granted is fully recovered. The hypothecation deed shall be executed separately before the advance is actually given.
7. The advance will be granted as 75 percent of the cost of new equipment for which the contractor is able to produce purchase vouchers and other documents. This will not be applicable in the case of second hand equipment purchased the contractor.
8. In the case of used or second hand equipment brought by the contractor advance will be allowed at 50 percent of the value of the equipment arrived at in the following manner.
 - (a) For used equipment for which the records of original purchase price and past utilization are available, depreciated value, so worked out will be subject to the confirmation by Mechanical wing of the Department.
 - (b) For used equipment for which proper records of purchase price and past utilization are not available, the value will be assessed by a committee of Assistant Director (S.C.)s of Civil and Mechanical Wings. The value assessed will be based on the probable age of the equipment, its present condition and its probable depreciated value. In working out depreciation age of the equipment, its present condition and its department of spares, repair, reconditioning of the equipments shall not be taken into account towards the capital cost. The value arrived at by the committee will be final.
9. No advance may be allowed for equipment which is more than 8 years old or which has already worked for more than 80 percent of its life.
10. No advance shall be given on transport vehicles like jeeps, station wagons, estate car and such other vehicle ordinarily required for transport purposes.
11. The recovery will have to be completed within the stipulated period of completion of work i.e.....months.

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

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

- (2) The advance will carry a simple interest at the rate of.....% per annum.
- (3) The recovery of advance shall commence from the sixth month from the month in which the advance is paid, and full recovery of advance and interest shall be completed by the end ofmonth from the date of issue of work order, in other words, the recovery of advance and interest will spread over a spell of months or less as above in equal installments.

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 37
સંયુક્ત નિયામકની સહી.

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

(5) Mobilization advance will be treated as interest bearing refundable loan for the purpose. The responsibility of the contractor for the refund of Mobilization Advance is absolute and not dependent up on the completion of the work. The contractor will have to refund the advance with accrued interest irrespective of the fact whether the contract is breached by either partly or abandoned or finalized prematurely. (Govt. R&B Dept. No. TCF 1382/(8) J dated 22.4.1985)

CLAUSE 75 : Before starting the work, the contractor will have to obtain the licence from the District Assistant Labour Commissioner under the Contract Labour (Regulation and Abolition) Act, 1970 and contract Labour (regulation and Abolition) Gujarat Rules 1972 after paying necessary fees and deposit on the basis of the number of labourers to be employed on the work and will have to supply two true copies of the said licence to the Deputy Assistant Director (S.C.) before the work is started.

CLAUSE 76 : One percent of estimated cost put to tender for this work after deducting the cost of materials as per Schedule 'A' valued at basic rate in the sanctioned estimate shall be deducted from the running account bills of the contractor for testing the quality of materials and workmanship, no additional testing charges in addition to the above shall be recovered from the contractor (Applicable to R & B Works only) (G. R. No. R & B TNC 1085 4 C, Dated 20.12.91)

The Assistant Director (S.C.) will get the cement and steel tested in laboratories of G.E.R.I., Engineering Colleges, Polytechnics, Engineers India Ltd., D.G.T.D. and other laboratories approved by R & B or Water Resources Department of Industries Department and the test results of these Laboratories will be binding to the Contractor about suitability of use of material

(R & B. D.G.R. No. TNC 1088 IB 220 18 C, dated 31.3.05).

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

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

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

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

The instruments provided should be as per I.S. Standard, so certified and be regularly and periodically calibrated. Frequency of tests will be as indicated in specifications and as referred in R. & B. D.G.R. No. SSR 1099 IB/91(9) C, dated 26.7.1999.

ખંડ-૭૬ : ડો-ટ્રાક્ટર દ્વારા પુરા પાડવામાં આવેલ માલસામાનના કેટલા પરીક્ષણો કરાવવા તે અંગેનું "શીટ્સ ઓફ ટેસ્ટીંગ" આ સથે સામેલ છે. આ પરીક્ષણો પૈકી ૧૦% પરીક્ષણો માન્ય લેબોરેટરી/ગેરી, બીજા ૧૦% પરીક્ષણો ગેરી લેબોરેટરી અને બાકીના ૮૦% પરીક્ષણો ફીલ્ડ લેબોરેટરીમાં કરાવવાના રહેશે. પરંતુ ગેરીમાં નીચેના ટેકે પૈકી ઓછામાં ઓછું એક પરિક્ષણ ગેરી લેબોરેટરીમાં તથા ઓછામાં ઓછું એક પરીક્ષણ ગેરી/સરકાર માન્ય લેબોરેટરીમાં અને બાકીના સ્થળ ઉપર સ્થાપેલ લેબોરેટરીમાં કરવાના રહેશે.

● એ.એમ.સી.એટ (૧) ગ્રેડેશન (૨) ફલેકીનેશ અને ઈલો ગેશન વેલ્યુ (૩) ઈમ્પેક્ટ વેલ્યુ (૪) ચોટર એબસોર્પશન ● બી.માટી (૧) ફીલ્ડ એફ.ડી.ડી. અને એફ.એમ.સી. (૨) સીવ એનાલીસીંગ ● સી.રે.ની (૧) ગ્રેડેશન ● ડી.ઈટો (૧) કામનેશન અને ડોલરસ ટેસ્ટ (૨) ચોટર એબસોર્પશન ● ઈ.કો.ક્રીટ (૧) લેન ડીસ્કટીવ ટેસ્ટ (અલ્ટ્રાસોનીક ટેસ્ટીંગ મથક/સેન્ટર) (૨) સમ્પ ટેસ્ટ (૩) કોમ્પ્રેસીવ સ્ટ્રેન્થ ● એફ.બીટીયુબી.નસ મીકસ (૧) કામની ટકાવારી ● જી.કામ મીક્ષ મટીરીયલ (૧) ગ્રેડેશન

૭૬.૧.૨. : સ્થળ પરના પરિક્ષણો માટે ઈજારદારને ૨૯ મર્ચ જરૂરી તમામ સાધનો સહિતની ફીલ્ડ ટેસ્ટીંગ લેબોરેટરી કામના સ્થળે યોગ્ય જગ્યા ઉપર સ્થાપવાની રહેશે. રસ્તાના કામ માટે પ્લાન્ટના સ્થળને કામનું સ્થળ ગણવામાં આવશે. પરંતુ કામનું સ્થળ લેબોરેટરી દૂર હોય તો ઈજારદારશ્રી દ્વારા મોબાઇલ લેબોરેટરીની જરૂરી વ્યવસ્થા સમવાની રહેશે.

૭૬.૧.૩. : ધારા ધોરણ પ્રમાણેના પરીક્ષણોની સંખ્યા પૈકી ૮૦% પરીક્ષણ ફીલ્ડ લેબોરેટરીમાં ઈજારદારના અધિકૃત કબોલીફાઈડ ઈજનેર કે જેઓને સંબંધિત કાર્યપાલક ઈજનેરશ્રીએ મહત્વપૂર્ણ આપેલ હોય તેમના દ્વારા આપતા માન્ય કાર્યપાલક ઈજનેરશ્રી/મહદનીસ ઈજનેર/અધિક મહદનીસ ઈજનેરની હાજરીમાં જ કરવાના રહેશે અને પરિક્ષણોમાં સંયુક્ત સહીઓ કરવાની રહેશે. જ્યાં ૧૦% પરીક્ષણ ગેરી/સરકાર દ્વારા માન્ય લેબોરેટરી (ઓછામાં ઓછું એક પરિક્ષણ) અને ૧૦% ગેરી લેબોરેટરી (ઓછામાં ઓછું એક પરિક્ષણ) મારફતે કરાવવાના રહેશે.

૭૬.૧.૪. : કુલ પરીક્ષણોના ૮૦% પરિક્ષણ એક જ સ્થળે, એક જ સમયે એક જ તબક્કામાં નહીં કરતાં કામની પ્રગતિ મુજબ જે તબક્કાએ જે તે કામગીરીને અનુરૂપ જે મટીરીયલ વાપરાવાનું થતું હોય તદ્દ અનુસાર શરૂઆતના તબક્કામાં સમગ્ર તથા વચ્ચેના તબક્કામાં તેમજ અંતિમ તબક્કામાં કરાવવાનું રહેશે. આમ છતાં આ બાબતે સ્થાનિક કક્ષાએથી માન્ય કાર્યપાલક ઈજનેરશ્રીએ જરૂરીયાત મુજબ તબક્કાવાર પરીક્ષણોની નકદી કરશે.

૭૬.૧.૫. : ગુણવત્તા નિયમનના ધારા ધોરણ પ્રમાણેના બધા જ રજીસ્ટર નિયમિત રીતે નિભાવવાના રહેશે, અને તે જે સ્થળે લેબોરેટરીમાં ઉપલબ્ધ રહે તેમ સમવાના રહેશે.

૭૬.૧.૬. : જો કોઈ કારણસર ટેસ્ટીંગના સાધન અપ્રાપ્ય હોય અથવા વસતિવધમાં સમય જાય તેમ હોય કે વ્યવહાર ન હોય (જો કે ઈલેક્ટ્રોમેટ્રિક બેરીંગ) તો આવા પરીક્ષણો ગેરી/સરકાર માન્ય સંસ્થાઓમાં કરાવી શકાશે અને આ બાબતને નિર્ણય સંબંધિત કાર્યપાલક ઈજનેરશ્રી/માન્ય કાર્યપાલક ઈજનેરશ્રી કરશે. જે ડો-ટ્રાક્ટરને બંધ નહતં રહેશે. ગેરીમાં ન થઈ શકે તેવા ટેસ્ટ સરકાર માન્ય લેબોરેટરીમાં કરાવી શકાશે.

૭૬.૧.૭. : ગેરીમાં અને સરકાર માન્ય લેબોરેટરીમાં કરાવવાના ટેસ્ટીંગનો મર્ચ ઈજારદારશ્રી દ્વારા ભોગવવાનો રહેશે અને જો ઈજારદાર કામની સાઈટ ઉપર લેબોરેટરી ન સ્થાપે તો કામની અંતિમ કિંમત ૧% ની મર્યાદા વસુલાત માટે સીમીત રહેશે નહિ પરંતુ મરંચર ચુકવવામાન બીલની રકમ આધારીત વસુલ કરાશે. (મા.પ.વિ.નો ના.૩૧/૧૨/૨૦૦૯નો પરિપત્રક્રમાંક:૫૨૪/૧૦૨૦૦૭/૨૮/સ)

ખંડ-૭૭ : ચુકવવામાં બીલમાંથી જે તે સમયે લાગુ પડતો વેટ, ગુજરાત વેટ અધિનિયમ ૨૦૦૩ મુજબની જોગવાઈ મુજબ ચુકવણીના સ્થાનેથી કાપવામાન હશે તો તે કાપવામાં આવશે. હાલની જોગવાઈ મુજબ ૬૮ કોલેક્ટીવ વધારે કિંમતના કરારોના કાર્યોમાં ૦.૬% લેવે એડવાન્સ વેટ (તઈમઈકઈ) કાપવાની જોગવાઈ અમલમાં છે. આ બાબત એટ સોર્સ કાપવાને લગતી હોઈ આ અંગેના કામદારોમાં વખતોવખત જે ફેરફારો થશે તે મુજબ ટેકસ કપાત કરાવામાં આવશે. ઈજારદારે ભાવે ટેકસ સહિત ભરવાના હોઈ આ ટેકસ કપાત મજરે મળવામાન નથી. (પણ વિભાગના ના. ૧-૪-૨૦૦૮ ના જાહેર નામાં ક્રમાંક: (જીએચએન ૧૪) વેટ ૨૦૦૮ એસ ૫૯ બી (૩)(૧) થ

ખંડ-૭૮ : ચુકવણીમાં બીલમાંથી થયેલ કામની કિંમતના એક ટકા લેવે "બીલ્ડીંગ એન્ડ અધર કન્સ્ટ્રક્શન વર્કસ વેલ્ફેર સોસ એક્ટ" અને તે હેઠળ થયેલ ગુજરાતમાં ૧૯૯૮ નાં નિયમોના નિયમ ૫ ની જોગવાઈ મુજબ ઉકાત સેસનો ફાળો વસુલ કરવામાં આવશે. (શ્રમ અને રોજગાર વિભાગની તારીખ ૩૧-૧-૦૫ ની અધિસૂચના ક્રમાંક: જીએચઆર/૨૦૦૫/૪૪/સી/૨૦૦૪/૮૪૧/૫-૩ અને તે વિભાગનો તારીખ ૧૨-૦૫ નો ઠરાવ ક્રમાંક: સીકબલ્યુએ/૨૦૦૪/૧૮૩૧/૫.૩) તથા મા.પ.વિભાગનો ના.૨-૧૨-૦૬ ના પરિપત્ર ક્રમાંક: એસએસઆર-૧૦૨૦૦૪-આઈબી ૪૧(૨૪) સ

ખંડ-૭૯ : કામની સાઈટ ઉપર જાહેર જનતાની જાણ માટે ઈજારદારશ્રી નીચે મુજબના લખાણવાળા બોર્ડ તેના ખર્ચે લગાવશે.
૧. કામનું નામ (કામનો પ્રકાર) : ૬. સુપરવાઈઝરી સ્ટાકનાં નામ :

Signature of the contractor : **Signature of the Joint Director :** 38
ડો-ટ્રાક્ટરની સહી : સંયુક્ત નિયામકની સહી.

૨. વિભાગનું નામ અને સરનામું :
 ૩. પેટા વિભાગનું નામ અને સરનામું :
 ૪. ટેન્ડરની રકમ :
 ૫. ઈજારદારશ્રીનું નામ :

૭. કામ શરૂ કરવાની તારીખ :
 ૮. કામ પુરું કરવાની તારીખ :
 ૯. કરવાનાં કામની ટૂંકી વિગત :

રસ્તાનાં કામો :

— માટી કામની જાડાઈ સે.મી. — પેટલના પ્રથમ સ્તરની જાડાઈ સે.મી.
 — કામરની સપાટીનું કામ સે.મી. — પેટલના બીજા સ્તરની જાડાઈ સે.મી.
 (..... કમચી, શ્રીટ અને કામર વાપરવાનો)
 — કામરની સીલીંગ સરફેસનું કામ સે.મી.
 (..... કમચી, શ્રીટ અને કામર વાપરવાનો)

પુલનાં કામો :

— પુલનાં લંબાઈના ગાળા — પુલનાં માપના કો-ક્ટનું પ્રમાણ (સીમેન્ટ, કમચી, રેતી)
 — પુલનાં ચાંબલ/અંબડમેન્ટના કો-ક્ટનું પ્રમાણ ૦૦ (સીમેન્ટ, કમચી, રેતી) — સુપર સ્ટ્રક્ચરના કો-ક્ટનું પ્રમાણ (સીમેન્ટ, કમચી, રેતી)
 — અન્ય વિશેષ જોગવાઈ.

મકાનનાં કામો :

— પાયાના કો-ક્ટનું પ્રમાણ (સીમેન્ટ, કમચી, રેતી) — ઈટોના ચણતરમાં સીમેન્ટ/રેતીનું પ્રમાણ (સીમેન્ટ, રેતી)
 — ભોંયતળિયાના કો-ક્ટનું પ્રમાણ (સીમેન્ટ, કમચી, રેતી) — ભોંયતળિયા ૦૦૦ સે.મી. જાડાઈની સે.મી. સાઈઝની મોએક ટાઈલ્સ
 — બારી બારણા સાગી લાકડાના પટ્ટીલ કેમ/અન્ય.

આર.સી.સી. કામો :

આર.સી.સી. કામમાં કો-ક્ટનું પ્રમાણ (સીમેન્ટ, કમચી, રેતી)

૧. આ કામના વિગતવાર સ્પેશીફિકેશન નામના કાર્યમાલક ઈજનેરશ્રી,..... પેટા વિભાગની કચેરીઓ ઓફિસના સમય દરમ્યાન કોઈપણ સમયે જોઈ શકશે. આ કામની માલિકી જાહેર જનતાની છે અને કામમાં કોઈ શક્તિ કે અનિયમિતતા જણાય, તો તે બાબતમાં નીચેના કોઈપણ અધિકારીને સંપર્ક કરવા તથા તેમનું ધ્યાન દોરવા વિનંતી છે.

(૧) નામના કાર્યમાલક ઈજનેરશ્રીની કચેરી (૨) કાર્યમાલક ઈજનેરશ્રીની કચેરી (૩) અધિકારક ઈજનેરશ્રીની કચેરી

૨. મકાન જેવા સીમિત ભેગફળ માટે એક બોર્ડ મુકવું જરૂરી છે. જ્યારે રસ્તા, પુલોમાં, પાણીની પાઈપ લાઈન, ગટર લાઈન, કેનાલ વિગેરે કામોમાં લંબાઈનો વ્યાપ વધુ હોય ત્યારે અથવા કામોમાં એક કરતા વધુ બોર્ડ (જનતાની અવજજવર વધુ હોય ત્યાં તેમજ બંને છેકા ઉપર અને વચ્ચે) ડ્રાઈટ સલામતીને ધ્યાને રાખી બોર્ડ મુકવાના રહેશે. ઈજારદારશ્રી નિયત રથબે બોર્ડ લાગવીને ફોટોગ્રાફ સહિત તે અહેવાલ આ કામ સંબંધિત નામના કાર્યમાલક ઈજનેરશ્રીને કાર્યમાલક ઈજનેરશ્રીની જણા હેઠળ વર્કોર્ડર ઈસ્મુ કર્યાની તારીખથી એક મહિનામાં કરશે. જો તેમ કરવામાં વિલંબ થાય, તો વિલંબિત સમયમાં મુકવવાના રનીંગ બીલમાંથી મકાનોના કામમાં ટેન્ડરની રકમ રૂા.૦.૨૫ ટકા અને અન્ય કામોમાં ટેન્ડરની રકમના ૧ ટકા જેટલી રકમ રોકવામાં આવશે. (મા.મ.વિ.ના તા.૨૬/૪/૦૮ ના પરિપત્ર તથા તા.૨૭/૧૧/૯૦, ૧૯/૧૧/૯૧, ૨૨/૦૯/૯૮ તથા તા.૫/૩/૨૦૧૧ ના ઠરાવ ક્રમાંક ઈએલસી ૧૦૯૦-૨૪ ના આધારીત)

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

Signature of the contractor :
 કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 39
 સંયુક્ત નિયામકની સહી.

ANNEXURE – 1

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

To
The Assistant Director (S.C.)

Division : PLACE
DATE :

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

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

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

Dated Signature of Tenderer

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 40
સંયુક્ત નિયામકની સહી.

Annexure-2 : ટેન્ડર આઈટમોના ભાવ ભરતી વખતે પહોંચતી લીધેલ મજૂરી તથા સ્પેસીફિકેશનમાં જણાવ્યા મુજબ માલસામાન અંગેના કામના રથળના પકતર ભાવો (દર) અંગેની વિગત. (આ વિગત ૩૦ લાખ કરતા ઉપરનાં કામમાં ભરી રજૂ કરવી ફર માત છે.)

- (અ) મજૂરીના દૈનિક દર ————— (૧) કડીયા, સુથાર પ્લામ્બર સ્ટીલ કારીગરોના દર — રૂ. —
 (૨) ભીરતી, હેલ્પર વ ગેરે સેમી સ્ટીલ કારીગરોના દર — રૂ. —
 (૩) મજૂરો (સ્ત્રી પુરૂષ) અનરકીલ્ડ મજૂરોનો દર — રૂ. —

(૧) મકાનો :

અ.નં.	ટેન્ડર આઈટમ નંબર	માલસામાનની વિગત	યુનિટ	દર
૧		ઈંટો	૧,૦૦૦ નંબ	રૂ. —
૨		પથ્થર પહોંચતરનો	ધ.મી.	રૂ. —
		ખાણ લીંડ		
		કપચી	૧૨ મી.મી. થી	
		ખાણ	૨૦ મી.મી.	
		લીંડ	ધ.મી.	રૂ. —
૪		રેતી પ્રાપ્તિ રથળ	કી.મી.	રૂ. —
૫		લાકડું સાંધી કર સાઈઝ (સરેરાશ યાદી માટે)	લીંડ કી.મી.	
		(અ) બારી	ચો.મી.	રૂ. —
		(બ) બારણાં	ચો.મી.	રૂ. —
૬		ફલોરીંગ ટાઈલ્સ	ચો.મી.	રૂ. —
૭		મોલીસ કોટા રટોન જાડાઈ મી.મી.	ચો.મી.	રૂ. —
૮		ગેલ્વેનાઈઝ પાઈપ		
		(અ) ૨૫ મી.મી.	દર ચો.મી.	રૂ. —
		(બ) ૧૨ મી.મી.	દર ચો.મી.	રૂ. —

૫

(૨) (રસ્તાઓ) કામના રથળ ઉપરના ભાવ :

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

(૩) હોટમીશના કામો માટે કામના રથળ ઉપરના પકતરના ભાવ :

અ.નં.	ટેન્ડર અ.નં.	વિગત	યુનિટ	દર	રીમાર્ક્સ
૧		કપચી	ધ.મી.		ખાણ
૨		ગ્રીટ	ધ.મી.		ખાણ
૩		બલ્ટ આરફાલ્ટ	મે.ટન		
૪		કામર કામની મજૂરી	મે.ટન		

(૪) પુલોના કામ : કામના રથળ ઉપરના ભાવ :

અ.નં.	ટેન્ડર અ.નં.	માલસામાનની વિગત	ખાણ પ્રાપ્તિ રથળ	લીંડ કી.મી. (સરેરાશ)	યુનિટ	દર રૂ.
		મશીન કસ્ટ મેટલ			ધ.મી.	
		કપચી			ધ.મી.	
		ગ્રીટ			ધ.મી.	
		રેતી			ધ.મી.	
		હાર્ડ ટે સાઈલવાયર			મે.ટન	

એકરરખન

ઉપરોક્ત પરિશિષ્ટોમાં આપેલ દર ટેન્ડરમાં ભરેલ ભાવોની ચકાસણી અંગે હોઈ તે ખાતાને બંધનકર્તા રહેશે નહીં તેમજ તેનાં દર્શાવેલ ખાણ મથકેથી સ્પેસીફિકેશન મુજબનો માલસામાન નહીં મળે તો તે સ્પેસીફિકેશન પ્રમાણેનો માલસામાન ખાણું માં ય કરે તે અન્ય જગ્યાએથી લાવી આપીશું. જે માટે કોઈ વખતરનો કલેઈમ મુકવામાં આવશે નહિ.

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 41
સંયુક્ત નિયામકની સહી.

ANNEXURE – 3

PERFORMANCE BOND

(see clause No. 1)

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

Principal (Contractor)

Surety (Scheduled or Nationalised Bank)

Sum of bond (express in words and figures)

Contract No. and date of contract

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

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

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

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

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

In the presence of witness

individual

Principal

1 _____ as to _____ (Seal)
2 _____ as to _____ (Seal)
3 _____ as to _____ (Seal)
4 _____ as to _____ (Seal)

Attested by _____ affix Corporate Seal
Corporate surety
Business address

Affix by _____ corporate Seal

Title

For and on behalf of the Employer

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 42
સંયુક્ત નિયામકની સહી.

ANNEXURE – 4

LIST OF WORKS ALREADY COMPLETED BY THE TENDERER

Sr. No.	Name of work (with description)	Place Village, Taluka, District.	Cost of completion (Rs. in lakh)	Time taken in months to complete the work	Remarks
1	2(a)	2(b)	3	4	5

- Note :** 1. **Copy of Experience certificate & copy of work order or bill raised** should be **attached with the Physical document.**
2. Necessary certificate from office concerned shall be attached with the tender.

Signature Designation of Tenderer /
Authorized representative of the
Tenderer

Seal of the Company

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 43
સંયુક્ત નિયામકની સહી.

ANNEXURE – 5

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

Sr. No.	Plant or Machinery	Location Village, Taluka, District	Age of Machinery (Year)	Make	Capacity	Approximate Value (Rs. in lakh)	Remark
1	2(a)	2(b)	3	4	5	6	7

Signature Designation of Tenderer /
Authorized representative of the
Tenderer

Seal of the Company

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 44
સંયુક્ત નિયામકની સહી.

ANNEXURE – 6

DECLARATION REGARDING WORKS ON HAND WITH TENDERER

Sr. No.	Name of work	Place Village, Taluka, District	Estimated Cost (Rs. in lakh)	Date of issue of work order	Stipulated period of completion	Amount of work done on date of filling tender (Rs. in lakh)	Brief details of delay if any	Remark
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.

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

Signature Designation of Tenderer /
Authorized representative of the Tenderer

Seal of the Company

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 45
સંયુક્ત નિયામકની સહી.

SCHEDULE 'A' અનુસૂચિ 'ક'

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

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

Schedule 'A' is not applicable for the GSLDC Tender

- નોંધ ૧ :** આ કામમાં વાપરવા સીમેન્ટ અથવા સ્ટીલ તથા કોઈપણ કામમાં માલસામાન કામમાં વિભાગ તરફથી પુરો પાડવામાં આવશે નહીં. (મા.મ.વિ. ઠરાવ ક્રમાંક:ટીએનસી ૧૦૮૮ થમ ૨૨૦ ૧૮ સ તા.૩૧ ૩ ૦૫) પરંતુ નર્મદા, જળસંપત્તિ અને પાણી પુરવઠા વિભાગ દ્વારા કામમાં વાપરવા જરૂરી સ્ટીલ વિભાગ દ્વારા પુરુ પાડવાની જોગવાઈ તા.૨૩ ૬ ૯૦નાં વિભાગના ઠરાવ ક્રમાંક: એસ.ટી.એલ/૧૦૮/૫૮/ભાગ(હ) દ્વારા ચલુ રાખવામાં આવે છે. આ અંગે શેડ્યુલ એ માં જે જોગવાઈ કરવામાં આવે તે આપની ગણપણે.
- નોંધ ૨ :** સીમેન્ટ : જ્યારે સીમેન્ટ ઈજારદાર દ્વારા કામમાં વાપરવા લાવવામાં આવે ત્યારે આવો સીમેન્ટ ઈજારદાર આઈ.એસ. પ્રમાણપત્રવાળા તથા મુખ્ય ઉત્પાદક કંપનીમાંથી સીધી રીતે મેળવવાનો રહે છે. અને તેની ખરાઈ માટે તેનાં ચુકવણાનાં બીલો કા.ઈ.શ્રી ને રજૂ કરવામાં રહેશે. આવો સીમેન્ટ કંપનીના અધિકૃત વિકેતા પાસેથી ખરીદી શકાશે નહીં, પરંતુ ભાવ વધારાનાં સ્તર રેઈટ મુજબ ચુકવણું કરવા અંગેની ગણતરીમાં લેવાના સીમેન્ટનાં ભાવો અધિકૃત વિકેતા પાસેથી મેળવી શકાય. પરંતુ અધિકૃત વિકેતા પાસેથી ખરીદ કરી શકાય નહીં. (તા.૬ ૪ ૯૮નો મામલિ પરિપત્રક ટીએનસી/૧૦૮૮ આઈબી/(૧૮) સ)
- નોંધ ૩ :** લોખંડ : જ્યારે લોખંડ ઈજારદાર દ્વારા લાવવામાં આવે ત્યારે તે અંગેનું બીલ અસલમાં કા.ઈ. ને રજૂ કરવાનું રહેશે. અને અવા સ્ટીલનું એરી લેબોરેટરી કે ઈજનેરી કોલેજ કે પોલીટેકનીમાં ટેસ્ટીંગ કરાવ્યા બાદ જ સ્ટીલ કામમાં વાપરવા દેવામાં આવશે.
- નોંધ ૪ :** ડામર : જ્યારે કામમાં વાપરવા ડામર ઈજારદાર દ્વારા લાવવાનો હોય ત્યારે તે ડામર ઈજારદારે એઈલ રીફાઈનરીમાંથી ચેસ ભરી ત્યાંથી જ સીધો ખરીદવાનો રહેશે. આ અંગે ઈજારદારે પુરી કરવાની શરતો નીચે મુજબ રહેશે. (૧) ઈજારદાર ડામર કયાંથી લાવ્યા તે અંગેનું બીલ અસલમાં કા.ઈ.ને રજૂ કરવાનું રહેશે. (૨) રીફાઈનરીના ગેટપાસ પણ બીલ સાથે સામેલ કરવાનાં રહેશે. (૩) ડામર જે ટેન્કરમાં લાવવામાં આવે કે ટેન્કરનો વાહન નંબર બતાવવાનો રહેશે. (૪) ડામર ઉપર ઈજારદારશ્રીને એડવાન્સ પેમેન્ટ અથવા સિક્યોર્ડ એડવાન્સ મળી શકશે નહિ. (૫) ઈજારદારે રજૂ કરેલ અસલ બીલમાં ડામરકો ગ્રેડ (કબોલીટી અંગે) ઉલ્લેખ હોવો જોઈએ. આ અંગે ઈજારદારે ડામરનાં ગ્રેડ અંગેનું ટેસ્ટ રીજલ્ટ/ગ્રેડ અંગેનું પ્રમાણપત્ર રજૂ કરવાનું રહેશે. (૬) ઈજારદારે ડામરની આવક/વપરાશ/ખચત અંગેનું ર સ્ટર પ્લાન્ટ/સાઈટ ઉપર નિભાવવાનું રહેશે. (મા.મ.વિ. પરિપત્ર ક્રમાંક એસ.ટી.આર. ૧૦૮૭ ૮૨ હ, તા. ૨૦ ૧૧ ૯૦ અને ૨૧ ૧૧ ૯૮)
- Note 5:** The person or firms submitting the tender should see that the rates in the above schedule are filled up by the Assistant Director (S.C.) before the issue of the form prior to the submission of the tender.
- નોંધ ૫ :** ટેન્ડર રજૂ કરનાર વ્યક્તિ કે પેટીએ ટેન્ડર રજૂ કરતા પહેલાં તેને આપવામાં આવતાં ફોર્મમાં લખાવાના ઈજનેરે ઉપરની અનુસૂચિમાં દર ભરી આપ્યા હોય તેની ખાતરી લેવી.
- Note 6:** Store to be supplied to contractor's for a work free of cost should be mentioned in Schedule 'A' in addition to schedule 'B' and the specification attached to the contract agreement form.
- નોંધ ૬ :** કોઈ કામ માટે કંટ્રાક્ટરને વિનામૂલ્યે પૂરો પાડવાનો માલ સામાન અનુસૂચિ 'બ' તેમજ કંટ્રાક્ટરના કરાર સાથે જોડેલી વિગતોની યાદી ઉપરાંત અનુસૂચિ 'ક' માં જણાવવું.

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 46
સંયુક્ત નિયામકની સહી.

Name of Work: Deepening/Creation of Village Pond in 14 districts.

SCHEDULE-B

Memorandum Showing Item of Works to be carried out હાથ ધરવાના કામની બાબતો દર્શાવતી યાદી											
Item S No. (Sr. No.)	Quantities estimated but may be more or less				Item of Work	Tendered Rate			UNIT	Amount according to estimated quantity	
	District Name	Approximate Quantity (CMT in lakh)	Amount of EMD (Rs in lakh)	Amount of Security Deposit (Rs in lakh)		Choice of district's preference	In figure Rs. Ps.	In words			
1	2A	2B	2C	2D	3	4A	4B	5	6	7	
1	Gandhinagar	4.33	3.90	13.00	(I) Excavation for deepening /creation of pond/tank in all sort of soil including sandy soil, soft and hard murrum, hard pan, stony including wet and slussy condition of soil by engaging any type of excavator for cleaning the site, cutting and removing the trees, bushes, shrubs, hedges etc., transporting, depositing and spreading the excavated stuff in dumping zone as directed by village committee/employee in charge of work with all and lead upto 2 km, AND taking photography of before starting of work, during work and after completion of the work in the presence of GSLDC staff.				CMT		
2	Ahmedabad	5.83	5.25	17.50						CMT	
3	Rajkot	8.33	7.50	25.00						CMT	
4	Morbi	4.17	3.75	12.50						CMT	
5	Jamnagar	4.17	3.75	12.50						CMT	
6	Devbhumi Dwarka	4.17	3.75	12.50						CMT	
7	Kutch	9.17	8.25	27.50						CMT	
8	Bhavnagar	5.83	5.25	17.50						CMT	
9	Botad	4.17	3.75	12.50						CMT	
10	Amreli	7.50	6.75	22.50						CMT	
11	Junagadh	5.00	4.50	15.00						CMT	
12	Gir Somnath	3.33	3.00	10.00						CMT	
13	Porbandar	7.50	6.75	22.50						CMT	
14	Surendranagar	7.50	6.75	22.50						CMT	

(A) Total Tendered amount Rs.

(B) Rebate on above tendered amount (if any).....% (In figure) Rs. -----
 (.....in words)

(C) Net Tendered amount (A-B) Rs. -----

In words (Rupees.....)

NOTE NO : 1 All work shall be carried out as per GSLDC instructions Hand book and other specifications of Division or as directed

NOTE NO :2 Rates quoted includes clearance of site (prior commencement of work and its closed) in all respect and hold good for work under all condition. site moisture, weather etc.

NOTE NO :3 Tenderer have to quote the rate with districts choice of preference. Though work will be allotted to tenderer in one district only.

Signature of the contractor :
 કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 47
 સંયુક્ત નિયામકની સહી.

SCHEDULE – C

(See clause No.2)

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

Time Schedule of completion

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

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

Signature of the contractor :
કોન્ટ્રાક્ટરની સહી :

Signature of the Joint Director : 48
સંયુક્ત નિયામકની સહી.