

THE AGRICULTURE PRODUCE MARKET COMMITTEE

UNJHA



TENDER DOCUMENTS

FOR

**CONSTRUCTING SHOPS CUM GODOWN & WAREHOUSE
OF A.P.M.C. UNJHA SUB MARKET YARD
BRAHMANVADA. AT RS NO 613 OF BRAHMANVADA, TA.
UNJHA, DISTRICT: MEHSANA.**

ESTIMATED COST ₹. 269234384.53

**CHAIRMAN
THE AGRICULTURE PRODUCE AMRKET COMMITTEE
UNJHA**

THE AGRICULTURE PRODUCE MARKET COMMITTEE

UNJHA

ITEM RATE TENDER AND CONTRACT FOR WORKS

કામો માટેનું દરવાણુ ટેન્ડર અને કોન્ટ્રાક્ટ

**NAME OF WORK : CONSTRUCTING SHOPS CUM GODOWN
& WAREHOUSE OF A.P.M.C. UNJHA SUB MARKET YARD
BRAHMANVADA. AT RS NO 613 OF BRAHMANVADA, TA.
UNJHA, DISTRICT: MEHSANA**

ટેન્ડર વેબસાઈટ પરથી ઓનલાઈન ડાઉનલોડીંગ તારીખ ૧૯-૦૮-૨૦૨૨ થી
૭-૧૦-૨૦૨૨ સાંજે ૧૮.૦૦ કલાક સુધી

ટેન્ડર વેબસાઈટ પર ઓનલાઈન સબમીશન કરવા માટેની તારીખ ૧૯-૦૮-૨૦૨૨ થી
૭-૧૦-૨૦૨૨ સાંજે ૧૮.૦૦ કલાક સુધી

ચેરમેન
ધી એગ્રીકલ્ચર પ્રોડ્યુસ માર્કેટ કમિટી
ઉઝા

આર્કિટેક/ સીવીલ એન્જીનીયર
ધી એગ્રીકલ્ચર પ્રોડ્યુસ માર્કેટ કમિટી
ઉઝા

MEMORANDUM OF WORKS IN BRIEF**કરવાના કામની ટુકમાં યાદી**

1) Name of work કામનું નામ

CONSTRUCTING SHOPS CUM GODOWN & WAREHOUSE OF A.P.M.C. UNJHA SUB MARKET YARD BRAHMANVADA. AT RS NO 613 OF BRAHMANVADA, TA. UNJHA, DISTRICT: MEHSANA**₹ 269234384.53**

2) Estimated Cost - અંદાજી કિંમત

₹ 26,92,400.00

3) Earnest Money - બાનાની રકમ

4) Validity period of tender offered

(120) days from the opening of tender but no modification shall be allowed after handing over tender to postal authorities

ઓફર કેટલા દિવસ ખુલ્લી રહેશે.

ટેન્ડર સ્વીકારવાની સુચિત તારીખથી (૧૨૦) દિવસો સુધી પોસ્ટલ ઓથોરિટીને રવાનગી માટે સોંપ્યા બાદ (વેલીડિટી સમય પુરો થાય ત્યાં સુધી) કોઈ ફેરફાર કરી શકાશે નહિ. તથા ઓનલાઈન સિસ્ટમમાં સીગલ કવર સિસ્ટમવાળા ટેન્ડરોમાં ટેન્ડર વેલીડિટીનો સમય ટેન્ડર ઓનલાઈન ખોલ્યા તારીખથી જ્યારે ટુ કવર બીડ સિસ્ટમ ટેન્ડર વેલીડિટીનો સમય ટેકનિકલ બીડ ખોલ્યા તારીખથી ગણવાનો રહેશે

5) Security Deposit- જામીનગીરી અનામત

(i) In the form of DD/ FDR/ BG of nationalized bank (2.5% of Est. Cost.)

₹ 67,30,900.00

(ii) To deducted from bills (2.5% of Est. Cost.)

₹ 67,30,900.00

(iii) Performance bond of Schedule Bank (5.0% of Est. Cost put to Tender.)

₹ 1,34,61,800.00

Total એકંદરે ૧૦ %

₹ 2,69,23,600.00

6) Tender Fee

₹ 18,000.00

7) Time allowed for completion of the work from the date of written order to commence કામ શરૂ કરવાના હુકમ મળ્યા તારીખથી કામ પુરૂ કરવા માટેનો મળવાપત્ર સમય

૧૮ માસ

8) Other details

Dt 7/10/2022 upto 18:00 Hrs

(i) Date on or before which the tender must be submitted Online.

તા. ૭/૧૦/૨૨ ૧૮.૦૦ કલાક સુધી

૧) ટેન્ડર ઓનલાઈન પર ભરીને વેબસાઈટ પર મુકી દેવાની છેલ્લી તારીખ

a) Online through e-tendering only.

(ii) Mode of sending the tender

ક) ઓનલાઈન થ્રુ ઈ-ટેન્ડરીંગ ધ્વારા

૨) ટેન્ડર મોકલવાની પદ્ધતિ

(ખ) ટપાલથી મોકલેલ ટેન્ડર સીધુ ૨૬ કરવામાં આવશે.

(b) Tenders sent by post will be Out right rejected.

a) Name of Work :- CONSTRUCTING SHOPS CUM GODOWN & WAREHOUSE OF A.P.M.C. UNJHA SUB MARKET YARD BRAHMANVADA. AT RS NO 613 OF BRAHMANVADA, TA. UNJHA, DISTRICT: MEHSANA

(iii) Description essential to be made on bid

૩) બીડ પર દર્શાવવાની જરૂરી વિગત

(b) Last date of Receiving the tender

(iv) Mode of quoting rate in Schedule “B”

(ખ) ટેન્ડર સ્વીકારવાની છેલ્લી તારીખ

૪) અનુસુચિ 'ખ' માં ભાવ ભરવાની રીત

In figures as well as words (premium/Rebate/at par)

આંકડા તેમજ શબ્દોમાં (પ્રીમીયમ/રીબેઈટ/એટ પાર)

૭	૧૦	૨૦૨૨
૧૮.૦૦ કલાક સુધી		

*

Signature of contractor

**Chairman
A.P.M.C.
UNJHA**

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Signature of contractor

**Chairman
A.P.M.C.
UNJHA**

Tender Consolidated Details

NIT/ Tender Details

View BOQ Details

Department Name	THE AGRICULTURE PRODUCE MARKET COMMITTEE
DIVISION	The Agriculture Produce Market Committee, UNJHA
IFB No.	02 of 2022-2023
Name of Work	CONSTRUCTING SHOPS CUM GODOWN & WAREHOUSE OF A.P.M.C. UNJHA SUB MARKET YARD BRAHMANVADA. AT RS NO 613 OF BRAHMANVADA, TA. UNJHA, DISTRICT: MEHSANA
Estimated Contract Value (INR)	₹ 269234384.53 Rupees TwentySix Crore NinetyTwo Lakh ThirtyFour Thousand Three Hundred EightyFour Paise FiftyThree Only
EMD(INR):	₹26,92,400.00 Rupees TwentySix Lakh NinetyTwo Thousand Four Hundred Only
Bid Processing Fee (INR):	₹ 18,000.00
Total security of works	₹ 2,69,23,600.00
Period of completion (in Months)	18 Months
Eligibility: Registration Class or above	Registration of AA Class & with Building cat I & above
Bid Call (Nos)	1
Tender Currency Settings	Indian Rupee (INR)
Joint Venture	Not Allowed
Bid Processing Fee Payable To: D.D. in favour of	The Agriculture Produce Market Committee, UNJHA
Bid Security/ EMD Drawn in Favour of: D.D/FDR/BG. in favour of	The Agriculture Produce Market Committee, UNJHA
Tender Dates	
Bid Document Downloading Start & End Date	19-09-2022 to 07-10-2022 upto 18:00:00 Hrs
Pre-Bid conference date and time	28-09-2022 upto 12:30:00 at APMC Unjha
Last Date & Time for on line submission of Bids	07-10-2022 upto 18:00:00 Hrs
Opening of Technical Bid	11-10-2022 at 12:30 P.M.
Bid Validity Period	120 Days
Submission of EMD and tender Fee	Submission in electronic format only through online by scanning and then the same should be sent in original to tender opening authorities at the time of tender opening or sent through RPAD/ hand delivery so as to reach Chairman, The Agriculture Produce Market Committee. UNJHA Upto10/10/2022 office hours Tender fee and EMD is not paid as shown in bid document, action to hold his registration in abeyance shall be taken and his E tendering code will be cancelled for one year
Other Details	
Officer Inviting Bids:	Chairman The Agriculture Produce Market Committee, UNJHA
Bid Opening Authority:	The Agriculture Produce Market Committee, UNJHA
Address:	The Agriculture Produce Market Committee, Opposite Clock Tower, Gunj Bajar, UNJHA-384170
Contact Details:	+91 2767-253608/ 253979/ 252508

Signature of contractor

Chairman
A.P.M.C.
UNJHA

General	1. Bidders can download the tender documents free of cost from the website. www. nprocure.com															
Instructions:	<p>2. Bidders have to submit bid in electronic format only on above mentioned website till the Date & time shown above</p> <p>3. Offers in physical form will not be accepted in any case</p> <p>Bidders who wish to participate in online tenders will have to procure I should have legally valid Digital Certificate (Class-III) as per Infqrmation Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contract (n) code solution- a division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.</p> <p>The list of certifying agencies are as mentioned under:</p> <table><tr><th>Sr. No.</th><th>Name of Certifying Agency</th><th>Website Address</th></tr><tr><td>1.</td><td>(n) Code solution (G.N.F.C.)</td><td>www.gnvfc.com</td></tr><tr><td>2.</td><td>Safecrypt</td><td>www.safecrypt.com.</td></tr><tr><td>3.</td><td>TCS</td><td>www. tcs. -ca. tcs.co. in</td></tr><tr><td>4.</td><td>MTNL</td><td>www.mtnltrustline.com</td></tr></table>	Sr. No.	Name of Certifying Agency	Website Address	1.	(n) Code solution (G.N.F.C.)	www.gnvfc.com	2.	Safecrypt	www.safecrypt.com .	3.	TCS	www. tcs. -ca. tcs.co. in	4.	MTNL	www.mtnltrustline.com
Sr. No.	Name of Certifying Agency	Website Address														
1.	(n) Code solution (G.N.F.C.)	www.gnvfc.com														
2.	Safecrypt	www.safecrypt.com .														
3.	TCS	www. tcs. -ca. tcs.co. in														
4.	MTNL	www.mtnltrustline.com														
If found necessary, contractor will be intimated for negotiation. He will be intimated maximum three times within validity period for negotiation. If contractor does not responded in time, his earnest money will be forfeited and his tender will be rejected, punitive action will be taken on such contractor { as per GR S/22/2017/639/D Dt 08/06/2018}																

Mode of Quoting Rates

Contact Details

Chairman
The Agriculture Produce Market Committee,
Opposite Clock Tower, Gunj Bajar
UNJHA-384170
(02767) 253608

Key Dates

Due Date and Time of Online Submission 07/10/2022 at 18:00 Hrs.
Due Date and Time of Opening of bid: 11/10/2022 at 12:30 Hrs.

Key Value

Document Fee: ₹ 18,000.00
Earnest Money Deposit (EMD) (Rs. In Lacs): 26.92
Estimated Value (Rs. in Lacs): 2692.34

Signature of contractor

**Chairman
A.P.M.C.
UNJHA**

Document required to be upload in preliminary stage inelectronic format by sacning while tendering as listed below

Sr.No	Name of Document	Details	Validity upto	Upload the document
1	Registration of Agency	AA Class and above	Date	Yes
2	Category	Building Cat I and above	Date	Yes
3	EMD	As per page No 4 ₹ 26,92,400.00		
4	Tender Fee	As per page No 4 ₹ 18,000.00		
5	Solvency certificate	20 % of estimated cost put to tender of current calender year 2022		
6	Other document	As per Pre-Qualification document		
7	Latest Income tax certificate & Auidit report of last five year	Applicable As per tender		
8	Machinery and equipment	Applicable As per tender		
9	Mou of Electrical contractor on 300 Rupees stamp with notarized	A Class registration of Electric department of R & B Gujarat		
10	Electrical contractor Licence	Applicable		
11	GST No/ Pan No/ Solvency certificate of Electrical Contractor	Applicable		
12	GST No			
13	PAN NO			

Signature of the Contractor

Chairman
The Agriculture Produce Market Committee
UNJHA

NOTICE INVITING TENDERS

1. Tenders are inviting on behalf of Governor of state of the Gujarat for The work **CONSTRUCTING SHOPS CUM GODOWN & WAREHOUSE OF A.P.M.C. UNJHA SUB MARKET YARD BRAHMANVADA. AT RS NO 613 OF BRAHMANVADA, TA. UNJHA, DISTRICT: MEHSANA.** The work is estimated to cost of ₹ 269234384.53 This estimate however, is given as a rough guide.
2. The work are required to be completed within **18 (Eighteen) months** as per the terms of the contract conditions.
3. The contractor whose name are borne of the approved list of contractors of Gujarat State R&B Dept/ W.R.D. Contract/ firm / Contractors Registered in AA Class & with Building cat I & 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 work if they do so, all such tender shall be liable to be rejected
4. Bid document can be downloaded & submitted in Electronic format on online web site www.nprocure.com from 19/09/2022 to 07/10/2022 upto 18.00 hours
5. Tender documents consisting of condition, specification ,Schedule(s) of quantities of the various classes of work to be done, the conditions of contract etc could be downloaded free of cost shown on above web site
6. Copies of other drawings and documents pertain to tender and signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tender at the following officer or his accredited representative will be open for inspection by tender at the following offices during working hours between the dates mentioned in clause 6 above
 - (a) Chairman The Agriculture Produce Market Committee, UNJHA
 - (b) The Agriculture Produce Market Committee
7. Tenderer 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 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, tool 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 rate in online price bid only. If he do not wish to quote premium or rebate at end of price bid total, he should indicate **“at par”** in the blank space preceding :% Below” in schedule B. Thereafter he should workout and indicate the offered bid amount both in words and figure in Schedule B.
10. All arates 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 tender 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 to rejection
12. Tender shall be received by On Line on <https://nprocure.com> through E- tendering by Chairman, Agriculture Produce Market Committee, UNJHA upto Office Hours upto the 07/10/2022 (date) and shall be opened at 12.00 hours on 11/10/2022 in the presence of tenders who may be present as per the rule of 4” General Rules and Directions for the Guidance of Contractors” Printed in this form.
13. Fix deposit receipt for E.M.D. & Demand draft for tender Fee shall be submitted in electronic format only through online (by scanning) while uploading Bid. The submission shall mean that E.M.D. & Tender fee are received for purpose of the opening the bid. Accordingly offer of those shall be opened whose E.M.D. and tender fee received electronically. However, for the purpose of realization of FDR and DD bidder shall send the FDR and DD in original to Tender opening authority at the time of tender opening or send the same through RPAD so as to reach Chairman The Agriculture Produce Market Committee, UNJHA upto 10/10/2022 office hours. If the Tender Fee and EMD is not paid as shown in bid document, action to hold this registration in abeyance shall be taken and his Etendering code will be cancelled for One year
14. The Governor of the State of Gujarat does not bind himself to accept the lowest or any tender or to give any reasons for the decision
15. This notice of tender shall form part of the contract documents For and behalf of Governor for the state of Gujarat
16. if found necessary, contractor will be intimatedfor negotiation. He will be intimated maximum three times within validity period for negotiation. If contractor does nor respond in time, his earnest money will be forfeited and his tender will be rejected. Punitive action will be taken on such contractor

For and on behalf of Governor for the state of Gujarat

Signature of contractor

**Chairman
A.P.M.C.
UNJHA**

THE AGRICULTURE PRODUCE MARKET COMMITTEE PERCENTAGE TENDER AND CONTRACT FOR WORKS

કામો માટે નું દરવાજું ટેન્ડર અને કંટ્રાક્ટ

ADDITIONAL INSTRUCTIONS TO PERSONS TENDERING ટેન્ડર ભરનારને વધારાની સુચનાઓ

1. Mode of Submitting Tender :

The tenders in the form referred to in notice inviting Tender shall be submitting in Electronic format only on online Web-site www.procure.com till the date & time shown in Page No. 2

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

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

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

- 2. Competency of Tender** – No contract will be awarded except to responsible bidders capable of performing the class of works contemplated. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within time stipulated. Tenderer may be required to furnish the tender inviting authority with the statement as to their experience and financial status. Tenderer shall be a registered contractor in appropriate class of the roads & Building Department or Water resources Department of Government of Gujarat. The tenderer of only those contractors who possess the general and special class and category of approved contractor for Government of Gujarat on the specified date of opening tenders (Technical Bid in the case of two or more bid System) will be opened. However this will not be applicable to tenderers/ Bidders who are registered in other state or Central Government. Railway, MES and who have applied for registration in Gujarat State or before submitting tenders/ Bis. The tenders/ Bids of such contractor will be opened subject to the condition that they get registration certificate before issue of work order in case they emerge as L1 Bidder. (R & B circular No TNC. -10-2016 (FA-591-16) -02 – C Dated 3-09-2016.

3. Tendere to inform Himself:-

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

- 3.1** The tenders shall be received only “**Through ONLINE e-tendering**”. No other system, namely receiving of tenders by Hand Delivery ‘or’ by Express Delivery ‘or’ in person, should not be accepted under any circumstances.

4 Payment of Tender Fee and earnest Money Deposit:-

Fix deposit receipt for E.M.D. & Demand draft for tender Fee shall be submitted in electronic format only through online (by scanning) while uploading Bid. The submission shall mean that E.M.D. & Tender fee are received for purpose of the opening the bid. Accordingly offer of those shall be opened whose E.M.D. and tender fee received electronically. However for the purpose of realization of FDR and DD bidder shall send the FDR and DD in original to Tender opening authority at the time of tender opening or send the same through RPAD so as to reach Chairman The Agriculture Produce Market Committee, UNJHA upto 10/10/2022 office hours. If the Tender Fee and EMD is not paid as shown in bid document, action to hold this registration in abeyance shall be taken and his Etendering code will be cancelled for One year.

Any document in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc.) (R & B Circular No ૫૨૫-૧૦૨૦૦૮-૫-૬ , તા ૧૮-૧-૨૦૦૮ અને ૨૭-૧૧-૨૦૦૮)

5. PAYMENT:-

The tender must understand clearly that the rates quoted are for completed works and include all costs due to labour, scaffolding plant, supervision, service works, power, royalties and octroi etc., and to include all extras to cover the cost of night work if and when required and no claim for additional payment beyond the price/rates quoted will be entertained and the tenderer will not be entitled subsequently to make any claim on

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

6 **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 deposit with the tender and the amount of 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, design and drawing and estimated rates. And any other documents required connection with work which shall be signed by the Chairman Agriculture Produce Market Committee, UNJHA for the purpose of identification shall also be open for inspection by contractor at the office of the Chairman Agriculture Produce Market Committee, UNJHA during office hours. However, every 'blank' in the form of the tender and in the schedule and annexures must be filled up by the tenderer and must be submitted online.

7. **Quoting of Rates:** The tenderer shall quote the rate unit for 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 be termed as "Tendered Amount."

The following rule shall apply only to the works having estimated cost above Rs. 1200 lacs (Rupees one thousand two hundred lacs) (G.R., R & B No. TNC - 1777 - 281 -C Dated 30/7/1992 may be referred to) 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 condition, he shall have to clearly mention the same in very clear terms in the appropriate section of technical bid. The tenderer will have to fill in necessary details online in "technical bid" separately. No such tender shall include more than one work but contractors who wish to tender for two or more work 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 tenderer that the technical bid should be restricted only to technical matters and conditions / stipulations having financial implications. The technical and price bids shall contain adequate cross reference wherever necessary to ensure clear and proper correlation of them with two bids without any ambiguity whatsoever. The price bid to main tender should not be disclosed in the technical bid.

(d) The technical bid will be opened first online on Date 11/10/2022 or any other suitable time thereafter by the competent tender opening authority of the APMC Unjha . 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 assumption, quantities, rate and ceiling amounts for each condition and shall also accompany the information in the form starting (a) sr.No. (b) Description of the condition (c) Financial evaluation (vide R & B D.G.R. No./TNC/7777/381-C Dated 30/9/92) (d) ceiling amount to be added in price - bid in cash condition is not accepted.

(f) Ceiling amount shall be binding on the contractors and are liable to be added to the tender amount.

(g) The evaluation as given by the contractors as modified by tender opening authority with the ceiling

limit will then be intimated to all bidders. No further opportunity shall be given to the contractor to modify withdraw condition 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. **Earnest Money:**

Earnest money in specified form @ 1% of the estimated cost must be sent as specified in instruction No 3 preceding electronically. Tenderer may pay earnest money up to Rs.50,000 fixed deposit of fixed deposit at-call receipts with a validity period of not less than six months of Nationalised or Scheduled or Bank having 5 year standing drawn in favour of Chairman of APMC Unjha . Earnest money by DD & Bank Guarantee shall be accepted. vide R & B D G.R. No. TNC/ 1090/(100) (4)-C dated 4-11-2000) However in respect of the works estimated to cost above Rs.50 lacs, the amount of earnest money in excess of Rs.50,000 can be offered by the contractor, at his choice, in the form of Bank Guarantee of the Scheduled Bank or Nationalised Bank or other bank approved for Government business 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 paid only in the form of fixed deposit receipt or deposit at call receipts worth the validity period of not less than 6 months of the nationalized or Scheduled or Narmada/ Srinidhi having five years standing.

The Contractors who have secured exemption certificate for payment of earnest money by depositing Lump Sum earnest money Deposit need not to pay earnest money, but they should enter the detail of exemption certificate in online.

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

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

BANK GUARANTEE

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

1. Therefore, we hereby affirm that we are guarantors on behalf of the Tenderer upto total rupees _____ in words) Rs. _____ (in figures) and we undertake to pay to Chairman The Agriculture Produce Market Committee, UNJHA, Department of Government of Gujarat the _____ (name of Govt. previous notice of judicial or to be specified). 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 writing on or before the _____ (Date to be specified – will not be less than 180 days from the date of opening the tender) we shall be discharged from all liabilities under the guarantee thereafter.

3. We undertake not to revoke the guarantee during its currency except with the previous consent of the Chairman The Agriculture Produce Market Committee, UNJHA in writing

4. We lastly undertake not to revoke the guarantee for any change in constitution of the Tenderer or of the Bank.

Date

Signature & Seal of Guarantor

Bank Address

8.2 The earnest money submitted in the form of Deposit – at – call receipt shall need minimum validity of six month from the last date of online submission of tender. Tender not supported with tender fee, earnest money & documents and not submitted in electronic format (by scanning) while uploading the bid shall be rejected as Non responsive. If the tenderer modifies or withdraws his tender, the earnest money deposit shall be forfeited and 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 successful tenderer after 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 authorities from the 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 authorities for execution of the tender document. If he fails to furnish the security deposit or execute the contract document, his earnest money shall be forfeited and according to clause -1 of this tender form tenderer's tender shall be rejected and then according to aforesaid provision of tender, action to blacklist the contractor will be initiated without Delay. (Vide R&B D G.R. No. Misc.-1097-90-1091/97-Z/C dated 4-10-97 & R&B D G.R. No. Parach-102008-5-C (Partfile) dated 27-11-08).

9. **Accompaniments of Tender: (to be submitted in electronic format only through online (by scanning) as duly certified true copies)**

The contractor shall have to furnish:

- a. Demand draft of tender fee and DD/FDR/ BG for Earnest money
- b. Copy of partnership deed or Memorandum as well as Article of Association in case of the company and intimate permanent address of the partner/ director of company. All copies submitted shall be duly attested.
- c. Copies of certificate regarding previous experience in each case.
- d. Declaration showing all works completed during preceeding 5 years and works on hand with the contractor and value of work that remained to be executed in each case.
- e. A certificate of registration as approved contractor of prescribed category from authorities stipulated in Notice inviting tenders.
- f. P.A.N. issued by Income Tax Department
- g. GST No issued by Goods and service tax department
- h. Copy of provident fund Registration- Code No
- i. Dully filled and digitally signed declaration form as provided after as last item section-1 & Memorandum duly filled and digitally signed as given in section 2
- j. A solvency certificate of an amount (20 % of estimated amount put to tender) as per R & B D.G.R. No R.GN-6089-8-Part-1-C, dated 6-8-2011 will have to be produced along with tender. It shall be of Scheduled Bank or nationalized bank or bank approved for Government business. Solvency certificate shall have validity of same calendar year as that of date in which tender is issued.
- k. 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. TENDER LIABLE TO BE INVALID.

It may please be noted that the tender is liable to be considered invalid especially. If requirements as per instruction 1 to 9 above are not complied with.

11. Right to rejection of tenders.

1.Right is reserved by tender inviting authority to reject any or all tender(s) without assigning any reason thereof

2.In addition to the above the tender will also be liable to be rejected outright if:

- (a) The tenderer proposes any alteration in 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 witness
- (c) if the tenderer adopts unhealthy / mal practice/ corrupt practice for securing and performing contract

12. Method of Tendering:

12.1 If the tender is made by individual, it shall be digitally signed by the proprietor 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 of his firm with current address.

12.3 If the tender is made by firm of Partnership, it shall be digitally signed by the partner of the firm holding power of attorney and digital certificate for the firm. A certificate copy of power of attorney shall be provided in physical form along with another document. A certificate of partnership deed, full name and current address of the firm and full name and current address of all 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 authorised person holding digital certificate for the company/ corporation. It shall be digitally signed by a duly authorized person holding digital certificate of company/ corporation and power of attorney for signing the tender in which case certified copy of the power of attorney shall be provided separately in physical form along with other document such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

12.5 All digital signature in tender document shall be dated

13.0 Eligibility and qualification requirement:

To establish acceptability of the offer to satisfaction of tender inviting authority the tenderer shall provide the following

13.1 Details of plant and machineries immediately available with tenderer for use of the work

13.2 Details of plant and machineries proposed to be procured for the work.

13.3 Details of technical, supervisory and administrative personnel already employed by the tenderer that he proposed to utilize for the 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 department.

13.5 List of works already completed by the tenderer during last 5 years

13.6 List of work on hand on the date of submitting tender.

14.0 Deviation or modification in the tender documents:

14.1 All tenderer is cautioned that tender containing any condition and deviation from the contractual terms and conditions, specification, quoting offering rates/ prices in different manner than specified in tender and / or any other requirements of tender shall make the tender liable for outright rejection shall be considered as non

responsive for all practical purpose. The decision of tender inviting authority in this regard shall be final and binding to the tenderer.

14.2 Alternative tenderer are not acceptable

15. 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 : 07/10/2022 upto 18.00 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 to Tender opening Authority at the time of tender opening or send the through R.P.A.D So as reach Chairman, The Agriculture Produce Market Committee, UNJHA upto 10/10/2022 office hours. If tender fee and E.M.D is not actually paid as shown in bid documents, action to hold his registration abeyance shall be taken and his E-tendering Code will be cancelled for one year. (R&B Circular No.5ZR-102008-5-; dt.18.1.2008 & 27.11.08)

16.0 Evaluation of Tenders

16.1 Evaluation will be made to determine the acceptability, adequacy and reasonability of rates, his past performance and present resourcefulness

16.2 To assist in the examination, evaluation and comparison of tender, the tender inviting authority may ask tenderer individually for clarification of their tenders including breakdown of unit rates. The request for clarification and response shall be in writing but no change in substance of the tender shall be sought, offered or permitted at that stage.

16.3 Award may be made to the tenderer whose responsive tender is determined to be the lowest evaluated tender and who meets the appropriate standards of capacity and financial resources

17.0 Receipt of Payments:

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

18 .0 Bids should be On Line (Net) only

19.0 General rules and directions :

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

19.2 All works shall be measured net by standard measure and according to the rules and customs of the R&B/ Water Resources Department or any other method approved by the R & B/Water Resources Department without reference to any local custom. The measurements of work will be taken according to the usual method in use in the Roads & Buildings Department and no proposal to adopt alternative method will be accepted. The Chairman's decision as to what is the usual method in use in the Roads & Building Department will be final.

19.3 In the event of any error or discrepancy in write up to tender documents the contractor will not take any undue advantage of such error or discrepancy and Engineer-in-charge. shall have powers to interpret and decide correct meaning of contradictory erroneous writing.

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 Chairman.

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 using subsistence of the contract.

21.0 Bank :

Wherever the word "Bank" is used in this document, it would mean Schedule or Nationalised Bank or other banks approved for Government business only. (R & B D.G.R. No./TNC/1090/100(4)(C) dated 27.09.2002)

22.0 Tender validity period :

The tender for the work shall remain open for a period for 120 days counted from the date of opening on line tenders. During this period if any tenderer withdraws or makes any modifications or additions in the terms and conditions of his tender not acceptable to the The Agriculture Produce Market Committee, UNJHA (Public Works Department) then the The Agriculture Produce Market Committee, UNJHA shall without prejudice to any right remedy, be at liberty to forfeit in full the said earnest money absolutely. In this connection G.R. R & B D No.TNC-IIB-22(10)-C, dated 24/5/90 and G.R No.TNC-10-2013(02)-C dated 10/5/2013) should be referred to.

- 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 Engineer in charge.
- 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).

Signature of contractor

**Chairman
A.P.M.C.
UNJHA**

Tender documents for work of :

CONSTRUCTING SHOPS CUM GODOWN & WAREHOUSE OF A.P.M.C. UNJHA SUB MARKET YARD BRAHMANVADA. AT RS NO 613 OF BRAHMANVADA, TA. UNJHA, DISTRICT: MEHSANA

DECLARATION FORM એકરાતરનું ફોર્મ

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

DECLARATION CERTIFICATE (G.R. dated 04.02.1989 as revised by GR No.TNC-1083/6681/4/C dated 31.08.1994)

- (iii) I/We hereby declare that my/our near relative are not working in this The Agriculture Produce Market Committee, UNJHA or in its othe office as an Ex. Engineer, , Assistant Engineer, Additional Assistant Engineer, overseer, Divisional Accountant, Store Keeper, Manager of Atithi/ Vishram Gruha and in the circle as a Superintending Engineer in addition for Panchayat works not working nor having posting as chairman of P.W. committee or as incumbunt in Jilla Panchayat at today.
૨૭. કામનો વર્ક ઓર્ડર ઈશ્યુ થયા પછી તુર્તજ કામના સ્થળ ઉપર તે કામની નીચેની વિગતો દર્શાવતું બોર્ડ ઈજારદારે પોતાના ખર્ચે પ્રદર્શિત કરવાનું રહેશે.

૩૧. પાંચ લાખથી વધારે કિંમતના રસ્તા/પુલો/મકાનોનાં કામો ઉપર કામની વિગત દર્શાવતાં બોર્ડ :-

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|--------------------------------|-------------------------------|
| ૧. કામનું નામ (કામનો પ્રકાર) : | ૬. સુપરવાઈઝરી સ્ટાફનાં નામ : |
| ૨. વિભાગનું નામ : | ૭. કામ શરૂ કરવાની તારીખ : |
| ૩. પેટા વિભાગનું નામ : | ૮. કામ પુરું કરવાની તારીખ : |
| ૪. ટેન્ડરની રકમ : | ૯. કરવાનાં કામની ટૂંકી વિગત : |
| ૫. ઈજારદારશ્રીનું નામ : | |

રસ્તાનાં કામો :

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

(_____ કપચી, _____ ગ્રીટ અને _____ ડામર વાપરવાનો)

પુલનાં કામો :

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| પુલનાં _____ લંબાઈના _____ ગાળા _____ પુલનાં પાયના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી) |
| — પુલનાં થાંભલા/એબટમેન્ટના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી) — સુપર સ્ટ્રક્ચરના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી) — અન્ય વિશેષ જોગવાઈ. |

મકાનનાં કામો :

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|---|---|
| — પાયાના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી) — ઈટોના ચણતરમાં સીમેન્ટ/રેતીનું પ્રમાણ (સીમેન્ટ, રેતી) | — ભોંયતળિયાના કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી) — ભોંયતળિયે _____ સે.મી. જાડાઈની _____ સે.મી. |
| સાઈઝની મોડેક ટાઈલ્સ — બારી બારણા—સાગી લાકડાના/સ્ટીલ ફેમ/અન્ય. | |
| આર.સી.સી. કામો : | |
| આર.સી.સી. કામમાં કોન્ક્રીટનું પ્રમાણ _____ (સીમેન્ટ, કપચી, રેતી) | |

નોંધ-૧ : આ કામના વિગતવાર સ્પેશીફિકેશન નાયબ કાર્યપાલક ઈજનેરશ્રી, પેટા વિભાગની કચેરીઓ ઓફિસના સમય દરમિયાન કોઈપણ સમયે જોઈ શકશે. આ કામની માલિકી જાહેર જનતાની છે અને કામમાં કોઈ ક્ષતિ કે અનિયમિતતા જણાય, તો તે બાબતમાં નીચા કોઈપણ અધિકારીનો સંપર્ક કરવા તથા તેમનું ધ્યાન દોરવા વિનંતી છે. (૧) નાયબ કાર્યપાલક ઈજનેરશ્રીની કચેરી (૨) કાર્યપાલક ઈજનેરશ્રીની કચેરી (૩) અધિક્ષક ઈજનેરશ્રીની કચેરી

નોંધ-૨ : મકાન જેવા સીમિત ક્ષેત્રફળ માટે એક બોર્ડ મુકવું જરૂરી છે. જ્યારે રસ્તા, પુલોમાં પાણીની પાઈપ લાઈન, ગટર લાઈન, કેનાલ વિગેરે કામોમાં લંબાઈનો વ્યાપ વધુ હોય ત્યારે આવા કામોમાં એક કરતાં વધુ બોર્ડ (જનતાની અવરજવર વધુ હોય ત્યાં તેમજ બંને છેડા ઉપર અને વચ્ચે) ટ્રાફિક સલામતીને ધ્યાને રાખી બોર્ડ મુકવાના રહેશે. (મા.મ.વિ. ઠરાવ નં.ટી.એન.સી.૧૦૮૦-૨૪-સ, તા.૧૮-૧૧-૧૯૯૧, તા.૧૭-૮-૨૦૦૨ તથા તા.૨૫-૧૦-૨૦૦૨, તા.૫-૩-૨૦૧૧નો ઠરાવ)

28.0 Additional Instruction regarding Security Deposit (Clause-1)

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

Table of Proportionate release of Security Deposit :

Sr No	Monetary Progress	Portion of security Deposit to be released	Against production of Bank guarantee
1	25% tender cost	Equal to the amount retained from Running Bills or 0.625% of the estimated cost of work, whichever is less	Equal to the amount to be released
2	50% of Tender cost	Equal to the amount retained from Running Bills or 1.25% of the estimated cost of work, whichever is less	Equal to the amount to be released
3	75% of Tender cost	Equal to the amount retained from Running Bills or 1.88% of the estimated cost of work, whichever is less?	Equal to the amount to be released

28.2 It will have to be ensured that the ten percent amount of security deposit in any form as permissible above is kept available with the employer till the actual date of completion of work. (Vide as per R & B Circular No.TNC-10-2013-3-(Part-2)-C Dt.20.11.2013)

29.0 **Erasures:** Persons tendering are informed that no alterations by them in the test of the document sent herewith will be allowed and any such alterations will be disregarded.

30.0 The percentage in Schedule B must be given in words and figures. Amount this worked out must also be entered in column and grand total of amount must be struck out by the tenderer.

31.0 Discrepancies and adjustment of Errors:

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

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

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

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

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

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

- 32.0** (i) It may please be noted that the tender will be considered as invalid, especially, if the requirements as per instruction No.1 to 9 above are not complied with before submitting the tender. Also please read carefully the face sheet and 'General Rules and Directions for the guidance of contractor's of this form.
- 33.0** All corrections and additions or pasted slips should be initialed.
- 34.0** The tenders shall be received only under "Registered Post" No other system, namely receiving of tenders by Hand Delivery 'or' by Express Delivery 'or' in person, should be adopted under any circumstances. (vide GR No.TNC-1872(106)-C, dated 12.02.1974)
- (i) Late tenders (i.e. tender received after the specified time of opening), delayed tenders. (i.e. tenders received before the time of opening but after due date and time of receipt of tenders) and post tenders offers shall not be opened and considered at all.
- (ii) The tenders received (by registered post) after time & the date specified in the tender notice shall not be received by the concerned office from the postmen, for which, date and time may be recorded on the cover of the tender as to when tender was refused by the Divisional Accountant or the Divisional head or any other person in charge.
- (iii) Necessary records should be maintained for refusal of such tenders in the registers for receiving tenders and should initial by the concerned Chairman.
- 35.0** The above instructions are applicable when B-1 Tender are invited On Line (E-procure) B-1 Tender are invited Off Line i.e. In hard Copy in the above instruction, where-ever. The words "ONLINE" electronically by scanning are used the same may be understood as the same may be understood as "OFFLINE" in hard copy by registered post etc. This change will affect in formation and instruction to tenderers section instruction 1, 4, 7, 8, 9, 11, 12, 13.5, 15, 16, 18, 22 and 26.

રસ્તાના કામો માટે રૂ. ૧૨ કરોડ તથા પુલો અને મકાનોના કામો માટે રૂ. ૧૦ કરોડ ઉપરના અંદાજી કિંમતના ટેન્ડરો બી-૨ ફોર્મમાં મંગાવવા (મા.મ. વિ. ઠરાવ નં. ડીએનસી-૧૦૮૮-ડી-૩૪૭-(૭)-સી, તા.૧૧/૦૭/૧૭)

All statutory Taxes deductible at source under various acts and notifications by Government shall be deducted while making payment for which T.D.S. certificate shall be issued.

TENDER FOR WORK - કામ માટેનું ટેન્ડર

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

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

* Strike out which ever is not applicable

* લાગુ ન પડતું હોય તે છેકી નાંખવું

+ In figures as well as words

* આંકડા તેમજ શબ્દોમાં

Signature of contractor

**Chairman
A.P.M.C.
UNJHA**

- 20 -
MEMORANDUM

(1) Name of work

CONSTRUCTING SHOPS CUM GODOWN & WAREHOUSE
OF A.P.M.C. UNJHA SUB MARKET YARD BRAHMANVADA
AT RS NO 613 OF BRHAMANVADA, TA UNJHA, DISTRICT
MEHSANA

(a) Estimated amount ₹ 26,92,34,384.53

(b) Earnest Money Deposit ₹ 26,92,400.00

(i) In the form of DD/ FDR/ BG of nationalized bank (2.5% of Est. Cost.) ₹ 67,30,900.00

(ii) To deducted from bills (2.5% of Est. Cost.) ₹ 67,30,900.00

(iii) Performance bond of Schedule Bank (5.0% of Est. Cost put to Tender.) ₹ 1,34,61,800.00

Total 10 % ₹ 2,68,16,000.00

* Vide R & BD G.R. No. TNC – 1088 – 1B/1 (13) / C dated 4-5-1993 & revised vide G.R. No. TNC- 1088/ IB/ 18/ (13) -O , dated 31-8-94 and revised vide G.R. No. TNC-10-2013-3 (Part-I) C, dt.19-11-2013 for performance bond Govt resolution no PRCH/102020/329/C/Dt 30/07/2020.

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

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

(f) Time allowed for the completion of work from date of written order to commence 18 Months

(છ) કામ શરૂ કરવાના લેખિત હુકમમાં નિયત કરેલ તારીખથી પુરું કરવા માટે આપેલી મુદત ૧૮ મહીના.

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

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

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

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

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

Contractor

Address

Dated theDay of200.....200

(Witness).....

(Address)

(Occupation)

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

Dated the Day of200

CHAIRMAN (or his authorised assistantDivision.

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

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

Note : The normal rate of Security Deposit is 5 percent for works upto Rs. 30 lacs and further 5 % as performance bond for works above Rs.30 lacs, out of 5% of Security Deposit 50% is Payable at the time of acceptance of tender and the balance by deduction from progress bills.

Govt resolution Np PRCH /102020/329/c/dt 30/07/2020.

Signature of contractor

Chairman
A.P.M.C.
UNJHA

TERMS & CONDITIONS OF CONTRACT

CLAUSE 1 : Security Deposit :

1.1 Security deposit is required to be furnished by the contractor as guarantee money for performance of the contract and observance of contract condition.

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

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

(b) In respect of the work above thirty lacs, equal to 10 (Ten) percent of the estimated cost of the work put to tender

1.3 In respect of the tenders upto Rs. 30 lacs the contractor shall pay Five percent of security deposit in two parts as under.

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

Part II :- 2.5 percent in the form of cash I Security Deposit to be deducted from Running Bills that become payable to the contractor from time to time. .

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

1.5 The Work-order to commence the work shall be issued only after the security deposit as per Para 1.3 and 1.4 is paid & furnished by the tenderer. If the tenderer fails to produce the security deposit as above the earnest money paid by him shall be forfeited and his registration shall be held in abeyance for three years from the date of such default as per Clause-3.

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

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

1.8 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. This action will be taken by the Chairman and no proposal from Deputy Chairman will be necessary. All dues under this contract or other contract, or otherwise shall be recovered from the aforesaid amount of fifty percentage of the said security deposit and the balance shall be refunded within fifteen days after the final certificate is issued as per clause 7. The remaining fifty percentage of the security deposit shall be refunded after the expiry of the Defect Liability period as per clause 17 and 17-A after deducting therefrom the amount of expenses, if any, due to Government under this contract. However, before release of balance of Security Deposit, the undertaking should be obtained from the contractor that he has paid royalty on mining materials and still if any dues for royalty charges are to be paid, he undertakes to pay the same to the concerned Authority. "No due certificate" from Royalty Collecting Authority should not be insisted upon. (See performance Bond on Page No. 44) Modified as per R & B Circular No. TNC-1 0-2013-3-(Part-2) C dated 20-11-2013, No. CON 1 0-2016-02-C dated 24-10-2017 and No. TNC-1 0-2013-(4)-C dated 24-10-2017:

Also refer instruction 25 under Section I General Rules & Directions for the guidance of Contractors

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

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

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

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

(iv) Delays requiring payment of ten percentage liquidated damages of the amount put to tender for performance shall be sufficient causes for termination of contract and for forfeiture of security deposit including amount of performance bond in respect of works estimated to cost more than Rs.15 lacs, for. Performance and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases. (See Schedule© on Page No 48)

CLAUSE 3 : Default by Contractor :

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

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

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

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

CLAUSE 4 :

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

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

CLAUSE 5 :

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

CLAUSE 5 A:

In the event of the Engineer-in –charge taking action under clause 3, he may if so desire take possession of all or any tools, plants, machineries materials and stores in or upon the work or the site 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 rate, as may be comparable to current market rates where ascertainable of similar articles and comparable condition, to be certified by the Engineer-in-charge. In the alternative the Engineer-in-charge may by notice in writing to the contractor or his clerk of the works foreman or other authorised agent require him to remove such tools, plants, machineries, materials or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition , the Engineer-in-charge may remove them at the contractor's expenses or shall remove them by auction or private sale at the risk and cost of the contractor in all respects, and the certificate of the Engineer-in-charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such removal shall be final and conclusive against the contractor.

CLAUSE 6: Extension of time :

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

ખંડ ૬ : મુદતમાં વધારો :

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

CLAUSE 7 :

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

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

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

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

No certificate of completion shall be issued nor shall the work be considered to be complete till the contractor shall have removed from the premises, on which the work has been executed, all scaffolding, sheds and surplus materials, except such as are required for rectification of defects; rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor for the workmen and cleared all dirt from all parts of building(s) in, upon or around which the work has been executed or of which he may have possession for the purpose of the execution thereof and cleared floors, gutters and drains, cased doors and sashes, oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge . if the contractor shall fail to comply with any of the requirements of these conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may , at the expenses of the contractor, fulfill such requirements and dispose of the scaffolding, or surplus materials and rubbish etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually released by the sale thereof less the Cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expenses of fulfilling such requirements is more than the amount realised such disposal as aforesaid the contractor shall forthwith, on demand, pay such excess. The Engineer-in-charge shall also have the rights to adjust the amount of excess against any amounts that may be payable to the contractor.

CLAUSE 8:

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

CLAUSE 10 : Bills to be submitted monthly :

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

ખંડ ૧૦ : બિલ દર મહીને રજુ કરવા બાબત :

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

CLAUSE 11 :

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

CLAUSE 12 :

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

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

CLAUSE 12B:

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

CLAUSE 13:

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

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

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

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

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

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

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

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

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

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

CLAUSE 14.1 :

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

14.2. Except that when the quantity of any item exceeds the quantity as in the tender by more than 10% the contractor will be paid for the quantity in excess of tender rate entered in quantity is first executed or tender rate and chairman APMC has full power.

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

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

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

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

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

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

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

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

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

If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever, require the whole or part of the work, as specified in the tender, be stopped for any period or

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

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

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

In case the Contractor does not agree with the decision of Chairman regarding the amount of compensation or loss; it will be open for the contractor to appeal to Superintending Engineer-in-charge within one month from the date of knowledge of such decision. In such case the decision of Superintending Engineer will be final and binding to the Contractor.

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

(Vide G.R. NO.SSR/1090/IB/247(2) /C, dtd 28-06-1993 as amended by GR of even number dated 11/02/1999)

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

પ્રભારી ઈજનેરને કરારના દસ્તાવેજો કર્યા પછી કોઈપણ સમયે, કારણસર ટેન્ડરમાં ખાસ ઉલ્લેખ કર્યા મુજબના સંપૂર્ણ કે અંશતઃ બાંધકામને કોઈપણ મુદત સુધી બંધ કરવું જરૂરી જણાય અથવા સંપૂર્ણ કે અંશતઃ કામ પુરું કરવાની જરૂરીયાત જ ન જણાય અથવા કોન્ટ્રાક્ટર ધ્વારા કરવાના કામની જરૂરીયાત ન જણાય તો તેવા કોન્ટ્રાક્ટરને હકીકત દર્શાવતી લેખિત નોટીસ આપશે અને કોન્ટ્રાક્ટર આ નોટીસ મળ્યા બાદ તરતજ આ કામને યથા પ્રસંગ સંપૂર્ણ કે અંશતઃ સ્થગિત કરશે કે બંધ કરશે. આવા કેસમાં અહીં નીચે કરેલ જોગવાઈ સિવાય કોન્ટ્રાક્ટર તેણે કામ પુરું કર્યું હોય તો જે નફો કે ફાયદો તેને મળત, પરંતુ કામ પુરું ન થવાના પરીણામે તે ન મળ્યાથી થયેલ નુકશાન અથવા તેણે ખરીદી હોય એવી કે જે ખરીદવા તે સહમત થયો હોય એવી માલસામગ્રીની બાબતમાં થયેલ નુકશાન અથવા તેને તેના કામ માટે ને મજૂરોની જરૂર હતીતે મજૂરોને કામ ન આપી શકવાને કારણે થયેલ નુકશાન અંગે કોઈ ચુકવણી કે વળતરનો હકદાવો કરી શકશે નહીં. મુળ વિગત વર્ણન, આલેખન, નકશા અને સુચનાઓમાં કરવામાં આવેલ કોઈ ફેરફારને કારણે મુળભૂત રીતે વિચારાયેલ કામમાં કોઈ કાપ આવે તો પણ એવા કારણસર તે કોઈ વળતર માટે હકદાવો કરી શકશે નહીં.

૧) આમ છતાં આવા કામ માટે ખરીદેલી માલસામગ્રીને કારણે કે માલસામગ્રી ખરીદવા માટે કરેલ કોન્ટ્રાક્ટ ને કારણે જો કોન્ટ્રાક્ટરને નોટીસની તારીખ સુધીમાં કોઈ નુકશાન થયું હોય તો તેના માટે વળતર મેળવવા તે હકદાર બનશે. જો આવી રીતે ખરીદેલ અથવા ખરીદવા સમજૂતી થયેલ માલસામગ્રી માંગ્યા પ્રમાણે ના જથ્થામાં અને ગુણવત્તાયુક્ત હોય અને તે ફક્ત એજ કામ માટે ખરીદાયેલી હોય કે ખરીદવા કરાર થયેલ હોય તો તેવી માલસામગ્રી અંગે ખરેખર નુકશાન માટે જ આવું વળતર ચુકવવામાં આવશે. પરંતુ જે માલસામગ્રીની ખરીદી અંગે સરકારશ્રી તરફથી ઈજારદારની એડવાન્સ આપવામાં આવેલ હોય તે માલસામગ્રી ઉપર કોઈપણ જાતના નુકશાનનું વળતર ચુકવવામાં આવશે નહીં. આવ હકદાવા માટે નુકશાનની રકમ પ્રભારી કાર્યપાલક ઈજનેર ધ્વારા નક્કી કરવામાં આવશે.

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

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

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

In the case of such delay in the supply of materials, Government shall grant such extension of time for the completion of the works as shall appear to the Engineer-in-charge to be reasonable in accordance with the circumstances of the case. The decision of the Engineer-in-charge as for the extension of time shall be accepted as final by the contractors.

(As modified Vide R&BD. G.R. No. TNC – 1096 IB – 143 (16) – C dated 11-1-99)

CLAUSE 16: Time limit for unforeseen claims :

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

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

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

- (a) for all works costing upto Rs. 50,000 (amount put to tender), the period shall be 3 months from the certified date of completion.
- (b) for all works costing more than Rs. 50,000 and upto Rs. 1 crore (amount put tender), the period shall be 12 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 36 months from the certified date of completion or three monsoons whichever is later..
- (d) For building works, other than original building works the period specified in (a), (b) or (c) shall be same.
- (e) For Original building works the defect liability period shall be one year or elapse of one monsoon from 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&B D Circular No. PAC-11-102008-2076-N 31-8-2009, PRCH- 102013(2076)2759-N dated 27-5-2013 and Circular No. TNC/ 10/2016/Clause 17A (Correction/(1)C dated 12-5-2016.)

Clause 17A: Defect liability period:

A. For Building Works. (i) For Building estimated to cost upto Rs. 50,000 the period shall be three years (ii) For Building works other than original Building estimated to cost upto Rs. 50,000 but upto Rs. One crore the period shall be Twelve months (iii) For Original Building works the period shall be One years or elapse of one monsoon period whichever is later.

In above work the period shall be counted from the certificate date of completion 30th September shall be treated as last date of monsoon. (N.WR. WS. & Kapsar Department Order No. મતસ/૧૦૨૦૧૩૦/એમ/એમ.આઈ.એસ./કે. તા. ૧૩-૧૨-૨૦૧૩) modified as per GR No.: NC/10/2016/CL-10A Date:12/05/2016.

CLAUSE 18: (1) For each work costing above Rs. One crore, 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 Chairman, Chairman and Superintending Engineer. The identified Engineer should remain present on the site of the work. The Contractor will have to produce the notarized Certificate periodically (At least in the beginning and in the month of completion of the work to the effect that the said designated graduate Engineer has not been appointed on any other work. If not found on site, the Engineer-in-charge will give notice of this default to the contractor. If in spite of this notice, default continues, the action to hold the registration of defaulter contractor in abeyance for three years will be initiated. (R. & B.D. Circular No. SSR-1 0-2008-18-C dated 13-10-08 and No. ૫૨૫-૧૦૨૦૧૫-૫૫-સી dated 4-11-2015)

Work to be open to inspections - Contractor or responsible agent to be present :- All works under or in course of execution or executed in pursuance of the contract shall, at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the Contractor shall, at all times during the usual working hours, and all other times for which reasonable notice of the intimation of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing

present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

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 :-

As per Pre-Qualification Schedule C-1

~~For works estimated to cost above Rs.100 lacs. Within 15 days of issue of work order the Contractor will have to furnish to the Deputy Chairman in charge of the work the Name, Qualifications, Copy of marksheet, Colour Photograph and the 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. 25,000/00 per month per Engineer will be made from the bills / deposit / dues of the contractor. Such recovery shall be non refundable.~~

The Engineer so employed for the Government work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with other duty except this work. In case the contractor or partner of the contractor firm is a Civil Graduate Engineer, Employment of a separate Engineer will not be necessary provided that the Engineer partner himself attends the execution of the work on the site. (G.R.B. & CD No. RGN-602006- 35)-C, dated 31-5-07) & As per Govt Lt No. LOK / 01 / 2020 / 861 / C Date 17/02/2021

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

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

CLAUSE 20:

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

CLAUSE 20A :

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

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

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

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

The contractor shall supply at his own cost all materials (except such special materials if any, as may, in accordance with the contract to be supplied from the Public Works Department Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of the work whether in the original, altered or substituted form and whether included in the specifications, or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter or to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage there for to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting , weighing and assisting in the measurement or examination at

any time and from time to time, of the work or the materials, failing this, the same may be provided by the Engineer-in-charge at the expenses of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit, or proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defence of every suit, action or other legal proceeding, at law that may be brought by any person for injury sustained. Owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may, with the consent of the Contractor, be paid in compromising any claim by any such person.

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

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

ખંડ ૨૧.૬. કોન્ટ્રાક્ટરે યોગ્ય પાલખો અને કાચા માંચડા, જવા-આવવા માટેના પાટિયા અને સીડીનો જોગવાઈ કરવાની રહેશે અને તે અંગે નીચે મુજબના નિયમોનું પાલન કરવાનું રહેશે.

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

ક) સીડી ઉપરથી અથવા બીજા કોઈ સાધન ધ્વારા સલામતીપૂર્વક ન કરી શકાય તેવા બધા કામ માટે કામદારો સારૂ યોગ્ય પાલખોની જોગવાઈ કરવાની રહેશે.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Working platforms, gangways shall –

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

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

૧. તેનો કોઈ પણ ભાગ વધુ પડતો કે અસમાન રીતે ઝુકી ન જવો જોઈએ.

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

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

(iii) be kept free from any unnecessary obstruction.

૩. કોઈપણ જાતના બિન જરૂરી અવરોધથી મુક્ત રાખવા.

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

(ડ) ૨.૦૦ મીટર થી વધુ ઉંચાઈવાળા કાચા માંચડા, જવા-આવવા માટે પાટિયા કામની જગ્યા અને સીડીઓની નેચે મુજબની જોગવાઈ રહેશે.

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

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

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

૨) દરેક કાચા માંચડા અને જવા - આવવા માટેના પાટિયા, પુરતી પહોળાઈ વાળા હોવા જોઈએ, અને

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

૨) સારી દુરસ્ત હાલતમાં અને ચાલુ સ્થિતિમાં રાખવા જોઈશે.

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

(ખ) માલસામાનને ઉંચે ચડાવવા કે નીચે ઉતારવા અથવા લટકતો રાખવાના સાધન તરીકે વપરાતું દોરડું યોગ્ય જાતું અને પુરતી મજબૂતાઈવાળું તેમજ દેખીતી રીતે ખામી વિનાનું હોવું જોઈએ.

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

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

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

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

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

(ચ) પ્રત્યેક ડ્રેઈન – ડ્રાઈવર કે વજન ઉચકવાના યંત્રના ચાલક યોગ્ય લાયકાતવાળા હોવા જોઈએ.

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

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

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

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

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

(ઝ) આગળના વિનિયમ જેમાં જણાવેલ વજન ઉચકવાના પ્રત્યેક યંત્ર અને બધાજ ગિયર પર તે સલામત રીતે કેટલું વજન ઉઠાવી શકે તેમ છે. તે ચોખ્ખુ લખેલું 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.

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

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

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

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

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

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

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

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

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

CLAUSE 22 : Measures for Prevention of Fire :

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

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

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

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

ખંડ ૨૩. કામના વિસ્તાર અથવા તેના બહાર થયેલ કોઈ પણ નુકશાન માટે કોન્ટ્રાક્ટર જવાબદાર હોવા બાબત

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

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

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

CLAUSE 24 : રૂપિયા એક કરોડથી વધુ રકમના વાઈડનીંગ અને સ્ટ્રેન્થનીના કામોમાં દરેક સ્તરનું કોમ્પેક્શન વયવસ્થિત રોતે થાય તે માટે નીચેની કાર્યવાહી અનુસરવાની રહેશે.

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

૨૪.૨ આવા કનમોનું દરેક સ્તરનું કોમ્પેક્શન ધારાધોરણ મુજબ થયું છે. તેની દરેક લેયર ફરજીયાત ડેન્સિટીમીટરથી ગ્રીડ પ્રમાણે થયાની ચકાસણી ઈજારદારે કરી તેનું રજીસ્ટર નિભાવવાનું રહેશે. આવી ચકાસણી સંબંધિત નાયબ કાર્યપાલક ઈજનેરશ્રી અને મદદનીશ/ અધિક મદદનીશ ઈજનેરશ્રીએ પણ કરવાની રહેશે. ઈજારદારે કરેલ કામની ડેન્સિટી પુરેપુરી મળ્યા બાદ જ કિલયરન્સ અપાય અને ત્યારબાદ જ બીજા લેયરની કબામગીરી હાથ ધરાય તે જોવાનું રહેશે. ઈજારદારશ્રીએ તેમણે કરેલ કામગીરી અંગે જયારે પણ બીલની ચુકવણી કરવાની થાય ત્યારે ઉપરોક્ત સુચવેલ પદ્ધતિ પ્રમાણે તે કામમ કમરવામાં આવેલ છે કે કેમ? તેની ખરાઈ સંબંધિત અધિક્ષક ઈજનેરશ્રી પાસે કરાવ્યા બાદ જ બીલનું ચુકવણું કરવામાં આવશે. (મા. મ. પરિપત્ર નં.. એસએસઆર-૧૦-૨૦૦૮-૧૮-સી, તા. ૧૩/૧૦/૨૦૦૮)(Govt. Circular No. : SSR/10/2017/50/C, Dtd. 29/08/17)

CLAUSE 25 : Deleted

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

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

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

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

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

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

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

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

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

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

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

ભાગીદારોએ ટેન્ડર ભર્યું હોય તે કેસમાં પેઢીના બંધારણમાં કોઈ ફેરફાર થતાં કોન્ટ્રાક્ટરે હવાલાના ઈજનેરને તેમની જાણ અર્થે તેવા ફેરફાર અંગે તરત માહિતગાર કરવાના રહેશે.

CLAUSE 29: Works to be under directions of Superintending Engineer :

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

ખંડ ૨૯ : અધિક્ષક ઈજનેરની સુચના હેઠળ કામ કરવા બાબત :

કોન્ટ્રાક્ટ હેઠળ કરવાના બધાજ કામ સર્કલના જે તે વખતના અધિક્ષક ઈજનેરની સુચના અને હેઠળ તમામ બાબતો માટે તેમની મંજૂરીને આધીન રહીને કરવાના રહેશે. આ કામ કયા સ્થળે કે સ્થળોએ અને કેવી રીતે શરૂ કરવા વખતોવખત કેવી રીતે આગળ ધપાવવા તે અંગે સુચના આપવા અધિક્ષક ઈજનેર હકકદાર રહેશે.

CLAUSE 30 : (1) Disputes to be referred to Tribunal :

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

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

CLAUSE 31 : Deleted

CLAUSE 32 : Lump sum in estimates :

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

ખંડ ૩૨ : અંદાજમાંની ઉચ્ચક રકમો:

જે અંદાજના આધારે ટેન્ડર તૈયાર કરવું હોય તેમાં જો કામના અમુક ભાગો અંગે ઉચ્ચક રકમનો સમાવેશ થતો હોય તો આવી બાબતો માટે આ કોન્ટ્રાક્ટ હેઠળ ચુકવવાપાત્ર હોય તેજ દરે, થયેલ કામની બાબતો માટે ઉક્ત કામના કોઈ ભાગ માટે ચુકવણી મેળવવા કોન્ટ્રાક્ટર હકકદાર રહેશે, અથવા

હવાલાના ઈજનેરના મતે ઉક્ત કામના તે ભાગનું માપ લઈ શકાય તેમ ન હોય, તો હવાલાના ઈજનેર પાતાના સ્વવિવેક અનુસાર અંદાજમાં નોંધાયેલી ઉચ્ચક રકમ ચુકવી શકશે અને આ ખંડની જોગવાઈ હેઠળ કોન્ટ્રાક્ટર ને ચુકવવાપાત્ર થતી રકમ કે રકમોને લગતું હવાલાના ઈજનેરનું લિખિત પ્રમાણપત્ર તેના માટે આખરી અને નિષ્ણાયિક લેખાશે.

CLAUSE 33 : Action where no specifications :

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

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

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

CLAUSE 34 : Definition of work :

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

ખંડ ૩૪ : કામની વ્યાખ્યા :

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

CLAUSE 35 : Contractor’s percentage whether applied to net or gross amount of the bill : Percentage referred to in the tender shall be deducted from / added to the gross amount of the bill before deducting the value of any stock issued {This clause shall be applicable only for B-1 Tender}

CLAUSE 36 : Non refund of quarry fees & Royalties :

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

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

ઉદ્યોગ, ખાણ અને ઉર્જા વિભાગના ઉપરોક્ત વિષય પરત્વેના તા. ૧/૧/૮૭ ના ઠરાવ ક્રમાંક એમસીઆર-૨૧૬૮ - ૬૬૮૫ છ માં જણાવ્યા પ્રમાણે કાર્યવાહી કરવાની સુચના :-

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

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

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

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

આ કામમાં જ્યારે સાદી માટી (ઓર્ડીનરી ક્લે) અને (સોફ્ટ) મુરમ વાપરવામાં આવે તેના ઉપર પણ રોયલ્ટી ચુકવવા પાત્ર છે. વિશેષમો ગૌણ ખનીજ બાબતમાં ગુ. ગૌ.અ.નિ. ૧૯૬૬ અને તેના અનુસંધાનમાં વખતોવખત બહાર પાડવામાં આવેલા ઠરાવો , લાગુ પડશે., અને તે મુજબ લીઝ કે પરમીટ લેવાનું અને રોયલ્ટી ભરવાની રહેશે. (ઉદ્યોગ, ખાણ અને ઉર્જા વિભાગ ઠરાવ ક્રમાંક એમ.એમ.આર. / ૧૧૨૦૦૦ / ૨૦૧૩ / છ તા.૧-૮-૦૪ કામ પુરૂ થયે ફાઈનલ બીલ બન્યે તેની નકલ જિલ્લા ભૂસ્તર અધિકારીને મોકલી રોયલ્ટી પેટે જો રકમ વસૂલ કરવાની છે તે જણાવવા પત્ર લખવો. આ પત્ર જિલ્લા ભૂસ્તર અધિકારીને મળ્યા બાદ ૪૫ દિવસમાં કોઈ પ્રત્યુત્તર ન મળે તો રોયલ્ટી પેટે કોઈ રકમ વસૂલ કરવાની નથી તેમ માની ફાઈનલ બીલ ચુકવી દેવાનું રહેશે.

૧-અ. કરાર હેઠળના ફાઈનલ બીલની નકલ જીલ્લાના સંલગ્ન ઉધોગ અને ખાણ વિભાગના જીલ્લાના ભુસ્તર અધિકારીને આપવાની રહેશે. (મા.મ.વિભાગનો પરિપત્ર ક્રમાંક ટીએનસી / ૧૦/ ૨૦૦૨ / (૧૪) / સ તા.૨૮-૪-૨૦૦૩ તથા ૨૭-૪-૨૦૦૫ અજે મા.મ. વિ. પરિપત્ર ક્રમાંક : ટીએનસી-૧૦-૨૦૧૩ -(૪)-સી તા. ૮-૮-૧૪, તા. ૨૦-૭-૧૬ તથા ૨૪-૧૦-૧૭ અને તા. ૪-૧૧-૧૫નો મા.મ.વિભાગનો પરિપત્ર ક્રમાંક: ૫૨૫ -૧૦-૨૦૧૫-૫૫-સી))

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

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

ખંડ ૩૭ : કામદાર વળતર અધિનિયમ હેઠળ વળતર :

કામદારોને થયેલ ઈજાઓ માટે ૧૯૨૩ ના કામદાર વળતર અધિનિયમ હેઠળ ચુકવવાપાત્ર કોઈ પણ વળતર ચુકવવા કોન્ટ્રાક્ટર જવાબદાર રહેશે. ઉક્ત અધિનિયમની કલમ ૧૨ ની પેટા કલમ ૧. હેઠળ, કોન્ટ્રાક્ટર વતી સરકારે મુખ્ય પક્ષકાર તરીકે આવું વળતર ચુકવ્યું હોય તો સરકાર તે રકમ ઉક્ત કલમની પેટા કલમ ૧. હેઠળ, કોન્ટ્રાક્ટર વતી સરકારે મુખ્ય પક્ષકાર તરીકે આવું વળતર ચુકવ્યું હોય તો સરકાર તે રકમ ઉક્ત કલમની પેટા-કલમ ૨. અન્વયે કોન્ટ્રાક્ટર પાસેથી વસુલ કરી શકશે. આવું વળતર ઉપરના ખંડ ૧ માં જણાવેલી રીતે વસુલ કરવામાં આવશે.

CLAUSE 37-A

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

ખંડ ૩૭.ક.

અકસ્માતને પરીણામે કોઈ કામદારને શારીરિક ઈજા થાય તો તે ને તબીબી સહાય પુરી પાડવા માટે કોન્ટ્રાક્ટર જવાબદાર રહેશે અને તે અંગેનું ખર્ચ તેમણે ચુકવવાનું રહેશે. આવું ખર્ચ સરકારે કર્યું હોય તો કોન્ટ્રાક્ટર પાસેથી તે તરતજ વસુલ કરવા પાત્ર રહેશે અને સરકારના બીજા કોઈ પગલાને બાધ ના આવે તે રીતે કોન્ટ્રાક્ટરની લેણી અથવા હવે પછી લેણી થનાર રકમમાંથી તે કાપી લેવાશે

Clause 37-B:

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

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

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

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

Clause 38 :

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

Clause 39 : Employment of famine or other labour :

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

ખંડ ૩૮ : દુષ્કાળગ્રસ્ત વિસ્તારના અથવા બીજા મજુરોને કામે રાખવા બાબત : હવાલાના ઈજનેર એવો લેખિત હુકમ કરે તો દુષ્કાળથી અસરગ્રસ્ત, ગુનેગાર તરીકે. સજા પામેલા અથવા અમુ ચોક્કસ પ્રકારના વર્ગ કે વર્ગના બીજા મજુરોને કોન્ટ્રાક્ટર કામે રાખવાના રહેશે.

Clause 40 :

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

Clause 41 :

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

ખંડ ૪૧ : કામ કરવામાં થયેલ વિલંબ માટે વળતર અંગેનો હકક દાવો :

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

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

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

ખંડ ૪૨ : કામનો કોઈ ભાગ નવેસરથી હાથ ધરવા કે શરૂ કરવા બાબત :

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

Clause 43 : Minimum age of person employed :

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

ખંડ ૪૩ : કામે રખાયેલ વ્યક્તિઓની ઓછામાં ઓછી વય :

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

Clause 43(1) :

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

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

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

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

૩) ધારાવાળા, ખોડગાતા અથવા કૂશ કે નાના પ્રાણીને કામે રાખી શકાશે નહીં.

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

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

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

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

(vi) Government at the sanctioned tender rates.

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

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

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

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

Clause 44 : Method of payment :

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

ખંડ ૪૪ ચુકવણીની રીત :

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

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

Clause 45 : Deleted

Clause 46 : Employment of scarcity labour :

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

ખંડ ૪૬ : અછતગ્રસ્ત વિસ્તારના મજૂરને કામે રાખવા બાબત :

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

Clause 47 : Deleted

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

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

The contractor shall apply fair means of stock maintenance and shall adopt accounting standards as may be prescribed under GST. For arriving at the difference in procurement prices due to introduction of GST, it will be open for the Government to ask original invoice, LR, weigh bridge slip, payment details and such other documents as may be required for the purpose.

If there is reduction in overall tax burden the proportional benefit of that shall be passed on to the Government. **(Govt. Circular No. : TNC/10/2017/01/C, Dtd. 29/08/17)**

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

ખંડ ૪૯ : કોન્ટ્રાક્ટરે જોઈતા કુશળ અને બીનકુશળ મજૂરો શક્ય હોય ત્યાં સુધી નજીકનાં નજીકની રોજગાર કચેરીઓથી મેળવવા, જેથી સ્થાનિક રોજગાર શક્તિનો ઉપયોગ થઈ શકશે. સ્થાનિક રોજગાર કચેરીઓ ન હોય અથવા આવી કચેરીઓ જરૂરી મજૂરો સ્થાનિક રીતે પુરા પાડી શકે તેમ ન હોય તો યોગ્ય મજૂરોને બંને તેટલા વધુ પ્રમાણમાં ઉપયોગ કરવો.

Clause 50 : Fair Wages :

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

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

ખંડ ૫૦ : વાજબી વેતન :

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

ઉપર જણાવ્યા મુજબ લેવામાં આવેલા પગલાને કારણે કોન્ટ્રાક્ટરને કોઈ પણ નુકશાન જાય તો તે માટે કોઈપણ ચુકવણી અથવા વળતર મળવાપાત્ર રહેશે નહિ. ઉપર જણાવ્યા મુજબનું પગલું અમલમાં મુકવામાં આવે તે પહેલા હવાલાના ઈજનેર તે સમયે અમલમાં હોય તે લઘુત્તમ વેતન અધિનિયમ અનુસાર વેતન ચુકવવામાં કોન્ટ્રાક્ટરને લેખિત નોટીસ આપશે, કોન્ટ્રાક્ટર ઉપર જણાવ્યા મુજબ સાત દિવસમાં વર્તશે નહીંતો તેની સામે ઉપર વિચાર્યા મુજબના પગલા ભરવામાં આવશે.

Clause 51 : Deleted

Clause 52 : List of Machinery :

The contractors shall also give a list of machineries in his possession and which they purpose to use on the work.

ખંડ ૫૨ : યંત્રસામગ્રીની યાદી :

કોન્ટ્રાક્ટર પોતાના કબજામાંની અને કામ માટે ઉપયોગમાં લેવા વિચારેલ યંત્રસામગ્રીની યાદી પણ આપવાની રહેશે.

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

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

Clause 54 : Local labour on normal rates :

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

ખંડ ૫૪ : સામાન્ય દરે સ્થાનિક મજૂરો :

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

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

Land measuring Charges

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

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

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

Clause 57 :

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

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

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

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

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

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

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

3. The contractor shall construct semi permanent latrines for the use of Laborers on the following scale, namely
(a) Where female are employed , there shall be at least one latrine for every 25 females . (b) Where males are employed there shall be at lest one latrine for every 25 males provided that where the number of males or female exceed 100 , it shall be sufficient if there is one latrine for every 25 males or females , as the case may be upto the first 100 and one for every 50 thereafter.

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

5. Notice to be displayed outside latrines and urinals : (1) Where workers of both sexes are employed there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority f

the workers For Men Only or For Women Only : as the case may be. (2) The notice shall also bear the figures of a man or of a women, as the case may be .

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

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

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

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

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

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

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

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

14. Precautions against epidemic : (a) The authorities in charge of the colonies should get the laborers inoculated against cholera and plague and vaccinated against smallpox at the time 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, of the Mamlatdar of the Taluka, the District Health officer or to the Deputy Director of Public Health in charge of that area and the Director of Public Health. Thereafter they should continue to send daily reports to the above officers in the prescribed form regarding the progress of the epidemic disease. (d) When the authorities in charge of the labour colony suspect or have reason to believe that any immediate of the labour colonies is suffering from the infectious or contagious disease , they shall forthwith arrange for the segregation of such persons to isolated huts to be specifically provided for the purpose and also for their treatment (e) As regional malaria epidemic outbreaks are likely to occur in such project areas, the authorities in charge of the labour colonies should report promptly the occurrence of unusual incidence of cases of malaria and also inform the District Health Officer of the District, Deputy Director of Public Health (Malaria) and the Director of Public Health and also arrange to institute all necessary anti malarial measures as may be advised by the officials of the Public Health Department.

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

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

(2) If the amenity referred to in sub rule is not provided by the contractor within the period prescribed, the employer shall 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 rooms for securing and maintaining adequate ventilation for the circulation of fresh air and there shall also be provided and maintained sufficient and suitable natural or artificial lighting.

(5) The rest room or other suitable alternative accommodation shall be of such dimensions as to provide at least a floor area 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 the contractor for the use of such contract labour within sixty days of the commencement of the employment of contract labour.

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

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

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

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

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

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

(ii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to 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, at least 30% of the contract labour working at a time.

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

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

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

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

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

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

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

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

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

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

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

(a) the rent for the land and building.

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

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

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

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

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

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

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

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

CLAUSE 59 : The Contractor shall not show any distinction between Harijan and other class of laborers / workers

employed to carry out the Government work

CLAUSE 60 : Price variation clause : Price variation :

~~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 (A) Labour (B) Materials excepting those materials supplied by Government as per Schedule A and cement, steel and asphalt and (C) 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:~~

$$\text{VI} = \frac{0.75 \times \left(\frac{\text{pl} \times \text{R} \times \text{i} - \text{io}}{100} \right)}{\text{io}}$$

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

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

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

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

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

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

~~pl = Percentage of labour components (specified in Schedule i.e Labour)~~

~~* This refers to average consumer's price index (wholesale) for industrial workers as applicable to Ahmedabad as published by Government of India, Ministry of Labour Bureau:~~

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

$$\text{Vm} = \frac{0.75 \times \left(\frac{\text{pm} \times \text{R} \times \text{i} - \text{io}}{100} \right)}{\text{io}}$$

~~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 Department store to the Contractor at fixed rates as specified in schedule A:~~

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

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

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

~~pm = Percentage of material component (specified in schedule...i.e. %) of item:~~

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

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

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

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

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

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

~~(ii) which price adjustment is done under sub clause 59/A below :-~~

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

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

~~pd = Percentage of P.O.L. Component (specified in schedule) of the item. i.e. %~~

Conditions for variation except for Cement, Steel and Asphalt:

- (1) No adjustment shall be done for the work done in the first twelve months of the time limit. Adjustment payable / recoverable will be calculated for the remaining work done during the subsequent period.
- (2) The sum total price adjustment for A, B, and C will be limited to **5.00 %** 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(B1) 59A (b2) is not deleted.
- (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 calculation as related to the proportionate value of the contract cost.
- (6) Price adjustment shall be applicable only for the work that is carried out within the stipulated time or extensions thereof as are not attributable to the contractor. No claim for price adjustment other than those provided herein shall be entertained.
- (7) This clause will be applicable in respect of works which of the estimated cost put to tender is above Rs.25.00 lacs and the time limit involved is more than 12 months.

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

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

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

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

QUANTITY		STAR RATES		In put Rate	

IOC RATE 16/04/2022

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 DTP are approved will be specified in the tender document

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

- i. For Cement, Price of cement from authorised dealer should be obtained for the month in which the DTPs are approved & mentioned as star rate before issue of tender copy.
- ii. For steel & H.Y.S.D. bars, rate of SAIL should be obtained for the month in which the DTPs are approved and mentioned as star rate before issue of tender copy.
- iii. For basic index specific month in which the DTPs are approved should be mentioned before issue of tender copy. The fluctuations in rates of cement and steel shall be adjusted in the bills payable to the contractors as under:-

$$A = B \times \left(\frac{C1}{C0} - 1 \right) \times D$$

A = Difference of Amount payable or recoverable

B = Star rate of steel / cement / Asphalt

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

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

D = Qty. of cement/steel actually brought by the contractor on site of work and consumed in the work during the quarter duly supported with bill as recorded in 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 work (vide R & B D.G.R. No TNC /1089/(4) /C dtd.21/10/05)~~

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" from for purchase of quantity of asphalt required for this work.~~

~~3. The Contractor will have to produce in original all the gate passes issued by the refinery and also the bill in original to the Engineer in charge.~~

~~4. The Number of transport tanker carrying the asphalt shall be furnished by the contractor.~~

~~5. The test certificate regarding the grade of asphalt as well as test result of asphalt from GERI Laboratory or other Laboratory approved by R & B Department shall have to be produced.~~

~~6. The difference between two different rates of purchase as per original bill produced and the star rate for the quantity of asphalt actually used in the work and work is completed during the original time limit or extended time limit (delay on part of Gove) only will be paid / recovered. No escalation for the work estimated to cost upto 5.00 laes will be payable vide R & B D. Circular No STR /10/2001/M 3429 H dtd. 02/02/2007~~

~~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 Laes and involving use of asphalt.~~

~~10. It is permissible to use asphalt produced by private companies like Essar and imported asphalt also. If the contractor opt to use asphalt produced by private compnies or imported asphalt, condition No 1, 3 & 6 above shall be replaced and read as under.~~

~~1. The contractor can produce asphalt produce by private company of India or imported asphalt and use in work~~

~~1. The contractor will have to produce in original the purchase invoice of asphalt.~~

~~6. The calculation of variation in the rate of asphalt, the rate prevalent in India port at the time of purchase in case of imported asphalt and rate as per purchase invoice in case of asphalt purchase from private Indian company or Ex. Refinery of Indian public sector under taking) rate on the date of purchase, whichever is less shall be considered by working out the difference and for comparison of the star rate shows above in this clause. This difference shall be payable/ recoverable for the asphalt consumed in the work executed during & extended time limit if time limit is extended for reason of delay attributable to the department. This difference shall not be payable & shall be recoverable the work executed in extended time limit when extension is given for the reason of delay attributely to the contractor.~~

~~11. If the contractor use imported Asphalt, it will be verified that imprted asphalt to be used is of specified viscosity grade before permitting to use imported asphalt. Grade certificate to Refinery form which Asphalt is imported only must be obtained.~~

~~(Authority R & B D GR No. TNC 1089 (4) C , dated 31 8 1991 modified vide G.R.s of even numbers dated 5 10 1991 & 7 4 1992 and G.C.No. STR 1097 182/11 dated 27 11 97 and 21 11 98 of R & B D)~~

CLAUSE 61 : FENCING AND LIGHTING :

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

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

CLAUSE 62 : LIABILITY OF ACCIDENTS TO PERSONS :

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

(a) On the occurrence of an accident, which result in death of workmen employed y the contractor or which is so serious as likely to result in death of any such workmen the contractor, shall within 24 hours of happening of such Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Government as a to the provisions of the said act in regard to such accident(s).

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

CLAUSE 63 : ACCESS TO SITE AND WORK ON SITE :

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

CLAUSE 64 : REPORTS REGARDING LABOUR :

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

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

CLAUSE 65 : Treasure Trove :

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

CLAUSE 66 : Indemnity :

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

CLAUSE 67: Insurance of Labour :

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

CLAUSE 68: Setting Out:

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

CLAUSE 69 : Cement Register :

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

CLAUSE 70 : Materials and Works Test Register :

A register in the prescribed form showing day-to-day receipt, consumption and balance of cement on site of work by the Department and every entry thereof shall invariably be signed by the Contractor or his authorized representative in token of its correctness.

CLAUSE 71 : Progress Schedule :

(a) The contractor shall furnish within one month (unless extended by the Engineer-in-charge) of the order to start the work, the progress schedule in quadruplicate indicating the date 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 such it is proposed general and detailed arrangements for caring out works, and of item, order and manner in which it is proposed that these shall be executed. The practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Engineer-in-charge. Further the dates for the progress , as in this schedule shall be adhered to.

- (a) in case it is sound necessary, at any stage to alter the schedule. the contractor shall submit in good, time a revised schedule incorporating necessary modification proposed and get the same approved from the Engineer-in-charge . No revised schedule shall be operative without such acceptance in writing. The Engineer-in-charge is further empowered to ask for more detailed schedule or schedule. any by week, for any item or items and the contractor shall supply the same as and when asked for.
 - (b) The Engineer-in-charge shall have, at all times, the right, without in any way vitiating this contract forming grounds for any claim, to alter the order of the work of any part there of and the contractor shall after receiving such direction, proceed in the order directed. The contractor shall also revise the progress. Schedules accordingly and submit four copies of the revised schedule to the Engineer-in-charge within seven days of the said Engineer's direction to alter the order of works.
 - (c) The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress-schedule, The working and shift shall comply with all the Government regulations in force and shall be such, as may be approved by the Engineer-in-charge and the same not be varied without the prior approval of Engineer-in-charge.
 - (d) The contractor shall from time to time . as may be required by the Engineer-in-charge. furnish the Engineer-in-charge with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Engineer-in-charge may, if he considers necessary at any time advise alternation in the same. which the contractor shall adopt on notice thereof.
 - (e) The progress-schedule(s) shall be in the form of progress chart, forms, statements and/ or reports as may be approved by the Engineer-in-charge.
- The contractor shall submit four copies showing the progress of the work in the form of a chart etc. at periodical intervals as may be specified by Engineer-in-charge.
- (f) The approval of the progress schedules by the Engineer-in-charge shall not relieve the contractor of schedule required by the Engineer-in-charge shall not entitle the contractor to any extra payment.

~~**CLAUSE 72 : Secured Advance To Contractor :**~~

- (1) Before any secured advance for metal is paid to the contractor, the metal shall have to be tested for its quality in the laboratory. Contractor's request for such secured advance will be considered only after test results of metals are received and results are satisfactory. (As per Government circular No. SSR 1070 1B 191 22 S of 5 3 92.)
- (2) Advance on security of materials brought to site will not exceed 75% of the value (as assessed by the Chairman) 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 month in which secured advance is given even if material is not utilised in the work.
- (4) Secured advance is permissible on materials which are all actually brought on site and are required by the contractor for use on items of works for which rates for finished work have been agreed upon.
- (5) Secured advance will be given only on materials for which the full value is paid by the contractor to the seller.
- ક) જ્યારે સિલિયોન એડવાન્સ આપવા સરકારી માલ સાધનમાં કામની સાઈટ ઉપર તરત જાવું પડે ત્યારે તેને અડવાલ કરવાની જવાબદારી ઉત્તરગરની રહેશે. આવી તરત જાવું ઉત્તરગર સ્વાસ્થ્યકાળે બંધ રહેતો તાકાતીય કરવાની રહેશે અને જો આવી જાવું ઉત્તરગર સ્વાસ્થ્યકાળે બંધ રહેતો તાકાતીય નહીં કરવામાં આવે તો કામની સાઈટ ઉપર જાવું પડે ત્યારે તેને બંધ રાખવામાં ઉત્તરગર પોતે પણ પથકાર છે તેમ જણી તેની સામે પાલાં લેવામાં આવશે. ઉત્તરાં કામ ઉપરના નિયંત્રક દ્વારા જોવા કે કારકુન, વડા આવી રહે જોવાની પણ સિલિયોન કરવાની જવાબદારી છે તેમજો માલ સાધન કામની સાઈટ ઉપરથી જાવું જોવાનું રહેશે તેમ જાવું બહાર જો આ પાલાંમાં ઉપરી કામ તો તેવા બંધ બંધે પણ દિવાલમાં સિલિયોન કરવામાં પિટીય જશે તો તેમજો સામે પણ જવાબદારી પડી કરવા પાલાં લેવામાં આવશે (પા.મ. વિભાગ દ્વારા ક્રમાંક પી. ૬૫૮૫, ડી.એમ. ૧૦૮૦ યુ.એ. ૧૩(પ), તા. ૨૪/૧૦/૯૦.)
- ઢ) જ્યારે કો-રુટર તારકાળમાં પેસાળી લેવા ઉત્તરો લેવા ત્યારે તેને અરજી કરી જુદા ૩૫ માં સિલિયોન કરવાનો રહેશે. આ અરજી જોડે પાલાંમાં કામની સિલિયોન બંધ અથવા ઉત્તર/ઉત્તરની પાલાં અરજી સામે રજુ કરવાનું રહેશે. આવા સિલિયોનથી સરકારને તારકાળમાં પાલાંમાં ઉપર 'લીમ' આપવા જશે અને કો-રુટર કામ બોલે પડે, પાલાંમાં કામની ૫૦ કુટ્ટામાં કે પેસાળી તથા સલામતીની જવાબદારી અપાશે પોતે કે અરજી સામે તે સામે સરકારને રજા અપાશે.
- ટ) રૂપિયા ૫૦,૦૦૦ થી વધુ રકમ સિલિયોન એડવાન્સ આપવાનું હોય ત્યારે અવા પાલાંમાં કામની સિલિયોન કરવાની પેસાળી કરવાની પડેશે.
- (E. & B.D.G.R.No. P.W.M. 1090 40 13(5) C, dated 24 4 92.)
- ઘ) સિલિયોન એડવાન્સની રકમ જેટલી બેડ તેને કો-રુટરને રજુ કરી પાલાં સિલિયોન એડવાન્સ મુલ્યવાનમાં આવશે (પા.મ. વિભાગ દ્વારા ક્રમાંક પી. ૬૫૮૫, ડી.એમ. ૧૦૮૦ યુ.એ. ૧૩(પ) ૫ તા. ૪/૧૦/૯૦)

~~**CLAUSE 73: Advance Payment:**~~

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

- ~~(1) That in the case of advance payment on the item of earth work payment should be made on the basis of detailed 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 forthwith by the~~

~~contractor on demand, if it cannot be adjusted from the bill in which the item/s on which advance payment was given are recorded by measurements.~~

CLAUSE 74 - Deleted

CLAUSE 75 - Deleted

CLAUSE 76 :

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

CLAUSE 77 :

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

Roads:

Special Category - 1 : Three field laboratories with all Building material testing.

Special Category - 2 : Two field laboratories with Building material testing.

Special Category - 3 : One field laboratory with all road & Building material testing and asphalt testing.

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

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

3. Ductility test as per I.S. 1208 4. Viscosity test as per I.S. 1206 5 .. Specific gravity test as per 1. 1202

The instruments provided should be as per I.S. Standard, so certified and be regular and periodically calibrated.

Frequency of tests will be as indicated in the specifications and as referred in R. & B. D. G.R. No. SSR-1 099-IB/91 (9)-c dated 26-7-99

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

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

Works other than Roads, Bridges and Buildings :

In respect of works other than Roads, Bridges and Buildings the contractor will have to establish site laboratory equipped with instruments and facilities for testing of all materials and workmanship of items to be executed under this contract. This will include facilities of. testing of (A) Aggregates (B) Murrum- Soil (C) Sand (D) Bricks (E) Concrete including non destructive tests like ultrasonic test (F) Bituminous mix if these are relevant items to be executed (Para-1 of R & B Circular ૫૨૫-૧૦-૨૦૦૭-૨૮-૫-૬.૧૬-૨-૦૮)

77.2 The schedule showing number and type of lists to be carried out under this contract is attached with this tender. Out of total

number of such tests, 80% tests will be carried out in site laboratory, 10% in Government approved laboratories. and 10% in GERI laboratories. However minimum one test of all types of tests shall have to be carried out in GERI laboratories only.

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

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

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

77.6 The tests which are not done in GERI laboratories e.g. electrometric bearing etc. will be carried out in the laboratory consented by the Chairman. (R & B Circular No. PARCH-1 02007-28-C, dated 31-12-2009) .

77.7 One percentage of estimated cost of work put to tender for this work after deducting the cost of materials as per schedule A valued at basic rates in the sanctioned estimate will be deducted from the Running Account Bills of contractors for testing of materials

and workmanship. (G.R. B&C No. TNC-1 085(4)-C dated 10-5-85 read with R & BD Circular No. ગુનીજન/પરિપત્ર ૨૦૧૫/ગુની નં. ૪-૧૨-૧૫)

CLAUSE -78

Deduction of GST from bills : The following Tax deductions shall be made from each bill payable to the contractor (1% value of amount payable towards SGST. (2) 1% of the value of amount payable towards

CGST. TDS Certificate for taxes deducted will be issued to the contractor. (F.D.G.R. No. GST/1 017/1 097/GST Cell dated 15-9-18)

ખંડ ૭૯ : ચુકવણાના બીલમાંથી થયેલ કામની કિંમતના ૧ % લેખે " બિલ્ડીંગ એન્ડ અધર કન્સ્ટ્રક્શન વર્ક્સ વેલ્ફેર સેસ એક્ટ " અને તે હેઠળ ઘડાયેલ ગુજરાતના ૧૯૯૮ ના નિયમોના નિયમ ૫ ની જોગવાઈ મુજબ ઉક્ત સેસનો ફાળો વસુલ કરવામાં આવશે. (શ્રમ અને રોજગાર વિભાગની તારીખ ૩૧-૦૧-૨૦૦૫ ની અધિસૂચના ક્રમાંક જી.એસ.આર. / ૨૦૦૫ / ૦૪ / સી.ડબલ્યુ.એ. / ૨૦૦૪ / ૮૪૧ / મ-૩ / અને તે વિભાગનો તારીખ ૦૮/૧૨/૦૫ નો ઠરાવ ક્રમાંક સી.ડબલ્યુ.એ. / ૨૦૦૪ / ૧૮૩૧/ મ.-૩)

ખંડ ૮૦ : સુપ્રિ. ઓફ સ્ટેમ્પસની કચેરીના પરિપત્ર નં. સ્ટેમ્પ - અશન - ૧૪-૨૦૦૭ - ૯૩૯ તા.૫-૦૨-૨૦૦૭ થી થયેલ જોગવાઈ મુજબ સ્ટેમ્પ ડ્યુટી કરારખત સમયે ભરવાની રહેશે.

ખંડ ૮૦ : કોન્ટ્રાક્ટરના માર્ગદર્શન માટેની સુચના ૧૯ મુજબ ઈજારદારશ્રી નિયત સથળે બોર્ડ લગાવીને ફોટોગ્રાફ્સ સહિતનો અહેવાલ આ કામના સંબંધિત ઇનચાર્જ ઈજનેરશ્રીને ચેરમેનશ્રીની જાણ હેઠળ વર્ક ઓર્ડર ઈસ્યુ કર્યાની તારીખથી એક મહિનામાં કરશે.જો તેમ કરવામાં વિલંબ થાયતો વિલંબીત સમયમાં ચુકવવાના રનીંગ બીલમાંથી ટેન્ડરની રકમના ૦.૨૫ ટકા થી ૧ ટકા જેટલી રકમ રોકવામાં આવશે. (મા.મ. વિ.ના ૨૬-૪-૭૮ નં. પરિપત્ર તથા ૨૭-૧૧-૯૦, ૨૮-૧૧-૯૧, ૨૨-૭-૯૮ તથા ૫-૩-૧૧ના ઠરાવ ક્રમાંક ટીએનસી ૧૦૯૦-૨૪-સ આધારીત)

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

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

To

The Chairman

PLACE :

DATE :

Agriculture Produce Market Committee, UNJHA:

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 :

ANNAXURE I

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 may/our deposit, for the said work paid by me/us is not returned to me/us.

Signature of contractor

Chairman
A.P.M.C.
UNJHA

ANNEXURE-2

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

અ) મજૂરીના દૈનિક દર

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

૧) મકાનો

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

૨) (રસ્તાઓ) કામના સ્થળ ઉપરના ભાવ

અનું.	ટેન્ડર અનું.	માલસામાની વિગત	ખાણ પ્રાપ્તિ સ્થાનું	લીડ કી.મી.	યુનિટ	દર રૂા.
૧.		મુરમ		ધ.મી.		
૨.		હાર્ડ મુરમ		ધ.મી.		
૩.		રેતી		ધ.મી.		
૪.		મેટલ		ધ.મી.		
૫.		કપચી ૧૨ મીમી થી ૨૦ મીમી		ધ.મી.		
૬.		પથ્થર પીચીંગ માટે		ધ.મી.		

૩) હોટ મીક્ષના કામો માટે કામના સ્થળ ઉપરના પડતરના ભાવ

અનું.	ટેન્ડર અનું.	વિગ	યુનિટ	દર	રીમાર્ક્સ
૧.		કપચ	ધ.મી.		
૨.		ગ્રીટ	ધ.મી.		
૩.		બલ્ક આસ્ફાલ્ટ	મે. ટન		
૪.		ડામર કામની મજૂરી	મે. ટન		

૪) પુલોના કામો : કામ સ્થળ ઉપરના ભાવ

અનું.	ટેન્ડર અનું.	માલસામાની વિગત	ખાણ પ્રાપ્તિ સ્થાનું	લીડ કી.મી. (સરેરાશ) યુનિટ	યુનિટ	દર રૂા.
૧.		મશીન કરડ મેટલ			ધ.મી.	
૨.		કપચી			ધ.મી.	
૩.		ગ્રીટ			ધ.મી.	
૪.		રેતી			ધ.મી.	
૫.		હાઈ ટેન્સાઈલવાટર			મે. ટન	

એકરાર પત્ર

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

ANNEXURE - 3

PERFORMANCE BOND

(See clause no. 1)

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

Principal (Contractor)

Surety (Bank)

Sum of bond (express in words and figures)

Contract No. and date of Contract

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

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

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

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

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

In the presence of witness

Principal

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

Attested

Corporate surety

Business address _____

Affix bycorporate Seal

Title_____

For and on behalf of the Employer

ANNEXURE - 4

LIST OF WORKS ALREADY COMPLETED BY THE TENDERER

ઈજારદારે પૂરા કરેલ કામોની યાદી

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

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

ANNEXURE - 5

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

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

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

ANNEXURE - 6

DECLARATION REGARDING WORKS ON HAND WITH TENDERER

ઈજારદારના હાથ પર હોય તેવા કામની વિગત

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

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

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

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

ANNEXURE 7 : SPECIAL CONDITION OF CONTRACT

Special Condition No. 1 : If the Item specification provide for mixing RMC at plant site, the three Register preacribed to be maintained for RCC items on the basis of RMC Plant as per instruction of incharge Engineer shall be maintained in which the detail of Gate Pass, Weight etc. shall be recorded however mixing on site will not be made on the basis of weight of mix material as per Gate Pass but will be made on the basis of thickness of layer Achived after compressive test of RCC work quantity as provided in the specifications of such item (R&B circular No.

પરચ-૧૦૨૦૧૫-૫૫-સી તા. ૪/૧૧/

Signature of contractor

Chairman
A.P.M.C.
UNJHA

SCHEDULE – A અનુસૂચિ-ક

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

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

Particulars વિગત	Approximate quantity અંદાજી જથ્થો	Rate at which the materials will be charged to the contractor કોન્ટ્રાક્ટર પાસેથી માલસામાન માટે લેવાનો થતો દર		Place of delivery ડીલીવરીનું સ્થળ
૧	૨	૩	૪	૫
	----- Nil -----	Unit એકમ	Rate in Rupees ભાવ રૂપિયામાં	

નોંધ ૧ :- આ કામમાં વાપરવામાં સીમેન્ટ અને અથવા સ્ટીલ તથા કોઈપણ કામમાં ડામર કામમાં વિભાગ તરફથી પુરી પાડવામાં આવશે નહીં. (મા.મ.વિ. ઠરાવ ક્રમાંક ટી.એન.સી. / ૧૦૮૫ / ૪ / એસ તા.૨૦-૧૨-૮૧ તથા એસ.ટી.આર./૧૦૮૭ / ૮૨ / હ તા.૨૭-૧૧-૮૭ તથા ટી.એન.સી.-૧૦૮૮ - આઈબી / ૨૨૦-૧૮- સ તા. ૩૧-૩-૦૫) પરંતુ નર્મદા , જળસંપત્તિ અને પાણી પુરવઠા વિભાગ ધ્વારા કામમાં વાપરવા જરૂરી સ્ટીલ વિભાગ ધ્વારા પુરૂ પાડવાની જોગવાઈ તા.૨૩-૬-૮૭ ના વિભાગના ઠરાવ ક્રમાંક એસ.ટી.એલ./ ૧૦૮ / કે / ૫૮ / ભાગ (હ) ધ્વારા ચાલુ રાખવામાં આવે છે. આ અંગે શેડ્યુલ -એ માં જે જોગવાઈ કરવામાં આવે તે આખરી ગણાશે.

નોંધ-૨ :- સીમેન્ટ :- જ્યારે સીમેન્ટ ઈજારદાર ધ્વારા કામમાં વાપરવા લાવવામાં આવે ત્યારે આવો સીમેન્ટ ઈજારદાર આઈ.એસ.પ્રમાણપત્રવાળા તથા મૂળ ઉત્પાદક કંપનીમાંથી સીધી રીતે મેળવવાનો રહે છે. અને તેની ખરાઈ માટે તેના ચુકવણાના બીલો ચેરમેન શ્રી એપીએમસી ઉઝાને રજુ કરવાના રહેશે. આવો સીમેન્ટ કંપનીના અધિકત વિદેતા પાસેથી ખરીદી શકાશે નહીં.

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

Note 4 : The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge the issue of the form prior to the submission of the tender.

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

નોંધ ૫ :- કોઈ કામ માટે કોન્ટ્રાક્ટરને વિના મુલ્યે પુરો પાડવાનો માલસામાન અનુસૂચિ-ખ તેમજ કોન્ટ્રાક્ટરના કરાર સાથે જોડેલી વિગતોની યાદી ઉપરાંત અનુસૂચિ -ક માં જણાવવું.

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

Signature of contractor

Chairman
A.P.M.C.
UNJHA

Name of work :- CONSTRUCTING SHOPS CUM GODOWN & WAREHOUSE OF A.P.M.C. UNJHA SUB MARKET YARD BRAHMANVADA. AT RS NO 613 OF BRAHMANVADA, TA. UNJHA, DISTRICT: MEHSANA

SCHEDULE ' B'

Memorandum showing items works to be carried out :

હાથ ધરવાના કામની બાબતો દર્શાવતી યાદી

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
1	6217.92 Cu.M	Excavation for foundation up to 1.50 mt depth including sorting out and stacking of useful materials and disposing the excavated stuff up to 50 mt lead (A) Loose or soft soil (EXECUTED WITH MECHANISED EFFORTS MACHINARIES)			Cu.M	
2	2072.64 Cu.M	Excavation for foundation 1.50 mt to 3.00 mt depth including sorting out and stacking of useful materials and disposing the excavated stuff up to 50 mt lead (A) Loose or soft soil (EXECUTED WITH MECHANISED EFFORTS MACHINARIES)			Cu.M	
3	12381.78 Cu.M	Filling in foundation and plinth with murrum or selected soil in layers of 20 cm Thickness including watering, ramming and consolidating etc. complete			Cu.M	
4	2971.26 Cu.M	Filling in foundation and plinth with sand in layers of 20 cm. Thickness including watering ramming and consolidating etc. complete.			Cu.M	
5	9905.22 Sq.M	Carrying out plinth treatment to post construction / existing structure by spraying chemical solution for termite control treatment including labor and material consistent with I.S.I specification. Using Chlordane and Chiorpurfiles 20 EC. As Per 6131_paret-II Concentration Weight one percent is recommended i.e., one liter 20 EC chemical emulsion with 19 liter give 1 % concentration inclusive of one-liter chemical emulsion application at the rate of 5 Liter chemical / Sqm of surface is recommended as per I.S			Sq.M	
6	480.42 Cu.M	Providing and laying controlled cement concrete M-100 RMC and curing complete including the cost of formwork with sheathing steel sheets to give a fair			Cu.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		finish and reinforcement for reinforced concrete work in :(a) Foundations, footings Bases of columns and the like and Mass concrete.				
7	358.02 Cu.M	Providing and laying controlled cement concrete M-300 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in foundation footings, base of columns and mass concrete.			Cu.M	
8	649.74 Cu.M	Providing and laying controlled cement concrete M-300 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in foundation footings, base of columns and mass concrete.			Cu.M	
9	68.34 Cu.M	Providing and laying controlled cement concrete M-300 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in foundation footings, base of columns and mass concrete. (PEDESTAL)			Cu.M	
10	120.36 Cu.M	Providing and laying controlled cement concrete M-300 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in Columns, pillars posts and struts G. FLOOR			Cu.M	
11	295.80 Cu.M	Providing and laying controlled cement concrete M-300 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in Columns, pillars posts and struts G. FLOOR			Cu.M	
12	193.80 Cu.M	Providing and laying controlled cement concrete M-300 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in Columns, pillars posts and struts F. FLOOR			Cu.M	
13	316.20 Cu.M	Providing and laying controlled cement concrete M-200 RMC and curing complete including the cost of			Cu.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in BEAMS Ground Floor				
14	649.74 Cu.M	Providing and laying controlled cement concrete M-200 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in BEAMS Ground Floor			Cu.M	
15	543.66 Cu.M	Providing and laying controlled cement concrete M-200 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in BEAMS First Floor			Cu.M	
16	1635.06 Cu.M	Providing and laying controlled cement concrete M-200 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in SLABS for Ground Floor			Cu.M	
17	1311.72 Cu.M	Providing and laying controlled cement concrete M-200 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in SLABS for FIRST Floor			Cu.M	
18	149.94 Cu.M	Providing and laying controlled cement concrete M-200 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in STAIRCASES Ground Floor			Cu.M	
19	41.82 Cu.M	Providing and laying controlled cement concrete M-200 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in Lintels Ground Floor			Cu.M	
20	78.54 Cu.M	Providing and laying controlled cement concrete M-200 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in Lintels First Floor			Cu.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
21	599292.84 Kg	Providing Thermo Mechanically Treated bar (T.M.T.) (I.S.I. Mark) conforming to I.S. - 1786 Fe - 500D for R.C.C. work including bending, binding and placing in position complete. All floor Level			Kg	
22	449.82 Cu.M	Brick work using common Brunt clay building bricks having crushing strength not less than 35 Kg./Sq.cm. In foundation and plinth in cement mortar 1:6 (1cement: 6 fine sand) (b) Conventional			Cu.M	
23	2784.60 Cu.M	Brick work using common Brunt clay building bricks having crushing strength not less than 35 Kg./Sq.cm. In super structure above plinth level up to floor two level in cement mortar 1:6 (1cement: 6 fine sand) (b) Conventional {Ground Floor}			Cu.M	
24	2155.26 Cu.M	Brick work using common Brunt clay building bricks having crushing strength not less than 35 Kg./Sq.cm. In super structure above plinth level up to floor two level in cement mortar 1:6 (1cement: 6 fine sand) (b) Conventional {First Floor}			Cu.M	
25	522.84 Cu.M	Brick work using common Brunt clay building bricks having crushing strength not less than 35 Kg./Sq.cm. In super structure above plinth level up to floor two level in cement mortar 1:6 (1cement: 6 fine sand) (b) Conventional {Second Floor}			Cu.M	
26	5168.34 Cu.M	Half brick masonry in common brunt clay building bricks having crushing strength not less than 35 Kg./Sq.cm. In cement mortar 1:3 (1cement: 3 coarse sand) with 2 Nos. of 6 mm. Diameter mild steel round bars after every three coarse embedded in cement mortar in super structure above plinth level FIRST FLOOR			Cu.M	
27	901.68 Sq.M	Providing and fixing 35 mm thick shutters for Doors, windows and clerestory windows including Indian teak wood frames 12 cm x 7 cm. size including anodized aluminum fixtures and fastenings including Polishing with French polish on new wood and wood-based surface to give an even surface including cleaning, the surface of all dirt, dust and sand papering smooth and including a coat of wood filler (ii) Fully Paneled			Sq.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
28	18500.76 Sq.M	Providing 20 mm thick double coat mala cement plaster on interior brick / concrete work for plastering comprising of base coat of 12 mm thick cement plaster in cement mortar (1 Cement: 4 coarse sand) in rough finishing and 8 mm thick top coat of cement mortar 1:2 (1 Cement: 2 Coarse sand) finished with trowel including scaffolding curing etc. complete. GROUND FLOOR			Sq.M	
29	13603.74 Sq.M	Providing 20 mm thick double coat mala cement plaster on interior brick / concrete work for plastering comprising of base coat of 12 mm thick cement plaster in cement mortar (1 Cement: 4 coarse sand) in rough finishing and 8 mm thick top coat of cement mortar 1:2 (1 Cement: 2 Coarse sand) finished with trowel including scaffolding curing etc. complete. FIRST FLOOR			Sq.M	
30	5135.70 Sq.M	Providing 20 mm thick double coat mala cement plaster on interior brick / concrete work for plastering comprising of base coat of 12 mm thick cement plaster in cement mortar (1 Cement: 4 coarse sand) in rough finishing and 8 mm thick top coat of cement mortar 1:2 (1 Cement: 2 Coarse sand) finished with trowel including scaffolding curing etc. complete. SECOND FLOOR			Sq.M	
31	12040.08 Sq.M	Providing 10 mm. thick cement plaster in single coat for plastering on ceiling and soffits of stairs up to floor two level and finished even and smooth in: (I) Cement mortar 1:3 (1 cement: 3 sand) Ground Floor			Sq.M	
32	16191.48 Sq.M	Providing 10 mm. thick cement plaster in single coat for plastering on ceiling and soffits of stairs above floor two level and finished even and smooth in: (I) Cement mortar 1:3 (1 cement: 3 sand) First Floor			Sq.M	
33	2139.96 Sq.M	Providing 10mm thick cement plaster in single coat on brick/concrete walls for interior plastering above floor two level and finished even and smooth in (i) Cement mortar 1:3 (1-cement:3-sand) First Floor			Sq.M	
34	13237.56 Sq.M	20 mm. thick sand faced GUTAKA FINISHED cement plaster on walls up to All height above ground level consisting of 12 mm. thick backing coat of c.m. 1:3 (1 cement: 3 sand) and 8 mm. thick finishing coat of c.m. 1:1 (1 cement: 1 sand) including making groove 6 mm wide and 8 mm deep as approved pattern etc. complete as			Sq.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		directed.				
35	808.86 Sq.M	Providing and fixing HEXAGONAL chicken mesh jali with square of 12.50 x 12.50 mm of 25 gauge at junction the Brick. masonry and reinforcement cement concrete member including fixing materials scaffolding labor etc. complete			Sq.M	
36	673.20 Rmt	Providing cement vata (10cm. x 10 cm. size) quarter round in cement mortar 1:1 including neat cement finishing, watering etc. complete			Rmt	
37	275.40 Sq.M	Providing and laying damp proof course 25mm thick cement concrete 1:2:4 (1-Cement: 2 coarse sands: 4 stone aggregate 10 mm nominal size) and curing complete			Sq.M	
38	990.92 Cu.M	Providing and laying controlled cement concrete M-100 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish and reinforcement for reinforced concrete work in: (a) Foundations, footings Bases of columns and the like and Mass concrete.			Cu.M	
39	1485.12 Sq.M	Providing and laying cement concrete flooring M-200 RMC by using TREMIX system laid in one layer as per required level, slop and thickness of 100 mm with 32kg of RCH per/CMT concrete to be laid in alternate panels size approx. 3.5m x5.0m with steel channel foam work leveling with surface vibrator finish the surface with power float and dowels' Dewatering the floor with vacuum pump. light blooming on the surface as per directed and making construction join of size 10x40 mm by using of concrete cutter machine and ready-mix bituminous filler of Shalimar tar products.			Sq.M	
40	2139.96 Sq.M	Providing and laying white glazed tiles 6mm thick in flooring treads of steps and landing laid on a bed of 12mm thick cement mortar 1:3 (1-cement: 3-coarse sand) finishing with flush pointing in white cement.			Sq.M	
41	5334.60 Sq.M	Providing and laying 600 mm x 600mm vitrified 8 mm thick tile flooring over 20 mm (average) base of cement mortar 1:6 (1 cement: 6 coarse sand) on new surface or fixing on existing flooring by adhesive material including dismantling of existing flooring and jointed with color cement slurry including finished			Sq.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		with flush pointing & cleaning the surface etc. complete for light shade				
42	322.32 Sq.M	Providing and laying Marbo Granite tiles 9 mm thick, 600 x 600 in skirting risers of steps and dado on 10mm thick cement plaster 1:3 (1-cement: 3-coarse sand) and jointed with white cement slurry			Sq.M	
43	5651.82 Sq.M	Providing and fixing Rubi red Granite of 20 mm thick of uniform size and color for staircases in treads & risers, dado or fascia etc. any length including necessary machine cut edges (uniform thickness) rounded edges, nosing, grooves in risers and treads laid in combination of different marble as pattern and instructions of Architect, necessary cement mortar bedding in C.M.1:6 of required thickness. Cement joints and pointing as specified with polishing (with oxalic acid) curing, with water and kerosene as directed for at least 15 days or up to the satisfaction of the Architect & Engineer in charge etc. complete.			Sq.M	
44	10452.96 Sq.M	Providing and laying water proofing treatment with China mosaic tiles flooring over avg 40 mm C.C. 1:2:4 {1 Cement : 2 sand : 4 Kapachi / Grit 6 to 12 mm size} bedding for maintaining slope for plain and curve surface & 12 mm to 20 mm of broken piece of ceramic / glazed tiles (one for more color as directed) to be laid over cement mortar bedding of C M 1:3 (1 cement : 3 sand) contain one Kg of water proofing materials per bag of O P C at plain or / and slops and to be tempered to bring mortar ceramic up to surface with using white cement and color pigment including rounding of junctions and extending them up to 15 cm along the wall and curing with bends any patterns or design as per drawing and cleaning by using oxalic acid etc. complete.			Sq.M	
45	50025.90 Sq.M	Applying two coats of Birla or Asian acrylic lappy (putty) and two coats of primer of approved brand and manufacture on new wall surface to give an even shade including thoroughly brushing the surface free from mortar dropping and other foreign matter and sand papered smooth.			Sq.M	
46	2516.34 Sq.M	Providing and applying on wall exterior/ interior of Heritage surface texture granules finish of Bakelite Hylam Limited (No.21-3005, 3006, 3007, 3008, 3013, 3014, 3015 and 3016) troweled			Sq.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		over 20 mm thick sand faced cement plastered (Two coat of 12 mm in CM 1:3 & 8 mm coat in CM 1:1) sub strata to get an average finish coat thickness of 0.08 to 1.2 mm comprising of three components viz. Dry granules, Granules, bonding agent and top coat of glossy finish (Dry granules shall be made from Silica sand, pigments, chiefly inorganic) homopolymer emulsion mix etc., of Bakelite Hylam product banding agent made of acrylic copolymer emulsion, broad spectrum fungicide of Bakelite Hylam product etc. and top coat made from solvent based acrylic polymer of Bakelite Hylam product including scaffolding.				
47	585.48 Sq.M	Providing and fixing window having extruded aluminum Color anodized section frame main outer size 95mm x 24mm x 1.17mm (of Jindal Section no:2459 @ wt. Of 0.738 Kg/mt), horizontal Three track member size 92mm x 31.75mm x 1.30mm (of Jindal Section no:8688, @ Wt.1.07 Kg/mt), vertical member of size 92mm x 31.75mm x 1.50mm (of Jindal Section no:8933, @ Wt. 1.06 Kg/mt) with sliding shutters of horizontal member size 40 mmx18mm x1.29mm (of Jindal Section no:8947@ wt. Of 0.456 Kg/mt), vertical member of size 40mm x 18mm x 1.29 mm (of Jindal Section no:8949 @ wt. Of 0.456Kg/mt/ with 5 mm thick transparent bronze color tinted float glass with powder coated aluminum fittings and fixtures and transparent silicon sealant glass fixing to frame as per details etc.			Sq.M	
48	220.32 Sq.M	Providing and fixing window having extruded aluminum Color Powder Coated section frame main outer size 63.50 x 38.10 x 1.95 mm (of Jindal Section no:4605, @ Wt. 1.094 Kg / Rmt), horizontal two track member size 61.85 mm x 31.75 mm x 1.20mm (of Jindal Section no: 8687 @ wt. Of 0.695 Kg/mt), vertical member of size 61.85 mm x 31.75mm x 1.30 mm (of Jindal Section no:8758 @ wt. Of 0.659 Kg/mt) with sliding shutters of horizontal member size 40mm x 18mm x 1.29mm (of Jindal Section no:8949 @ wt. Of 0.456Kg/mt), vertical member of size 40mm x 18mm x 1.29mm (of Jindal Section no:8947 @ wt. Of 0.456Kg/mt/ Section 8948, @ Wt. 0.457 Kg/mt) with			Sq.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		5 mm thick transparent bronze color tinted float glass with powder coated aluminum fittings and fixtures and transparent silicon sealant glass fixing to frame as per details etc. complete for window.				
49	27.54 Sq.M	Providing and fixing standard extruded of aluminum section of size 63.50 x 38.10 x 1.95 mm (of Jindal Section no:4605, @ Wt. 1.094Kg / Rmt with color Powder Coated aluminum frame with 5 mm thick transparent bronze color tinted float glass with color anodized aluminum frame for ventilation with 5 mm thick frosted glass as details etc. complete for. Window			Sq.M	
50	899.64 Sq.M	Supplying fabricating, erecting, aligning & fixing in proper position Asian make 14-gauge hollow mild steel, 50mm x25mm and 14gauge metal sheet as per design on both side outer frame with 75 x 37.5 x 4mm MS angle equal for shutters opening two on both side complete at site. Rate shall include for supplying all materials such as ISI mark welding rods, bolts, nuts, etc. and like labor for the work of straightening, cutting, drilling holes, necessary plants / equipment for assembling, bolting welding, erecting, etc. complete as directed. Rate shall include for one coat of red oxide and two coats of approved epoxy enamel paint after thorough cleaning of surfaces. Measurement of steel shall be on the basis of length of the sections as per drawings and standard weight as per ISI code.			Sq.M	
51	11028.24 Sq.M	Finishing wall with weather proof exterior emulsion paint on wall surface (two coat) to give a required shape even shade after thoroughly brushing the surface to remove all dirt, and remains of loose powdered materials etc. Complete			Sq.M	
52	51789.48 Sq.M	Providing & applying three coats (First two coats are with brush and final coat is with roller) of plastic emulsion paint of desired shade, of approved make, brand and manufacture, on any surface, at all heights, to give an even shade, including thoroughly brushing the surface free from mortar droppings and other foreign matter and sand papered smooth. The paint shall be applied after applying a			Sq.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		coat of primer and putty.				
53	161.16 Sq.M	Providing 30 mm thick FACTORY MADE SOLID BOTH SIDE PRELAM PANEL PVC DOOR SHUTTER consisting of frame made out of M.S frame covered with 5mm thick heat moulded prelam PVC 'c' channel of size 30mm thickness,70mm width of which 50mm shall be flat and 20mm shall be tapered in 45 degree angle on either side of the panel.10mm(5mmx2) thick 20 mm wide cross pvc sheet shall be provided as a gap inserted for top rail and bottom rails. Paneling of 5mm thick both side prelam PVC sheet to be fitted in MS frame welded, sealed to the stiles and rails with 7mm thickx15mm wide PVC sheet beading on inner side of the 'c' channel using PVC solvent adhesives etc complete as per direction of Engineering in charge manufacture's specification and drawing.			Sq.M	
54	1482.06 Sq.M	Supplying fabricating, erecting, aligning & fixing in proper position 14 gauge metal sheet to EZ-7 section doors/window frame and outer frame with 75x37.5x4mm M.S angle and M.S grill of 12 mm MS bars as per required spacing welded to outer frame complete at site. rate shall include for suppling all materials such as ISI mark welding rods, bolts, nuts, etc and like labour for the work of erecting etc. complete as directed. Rates shall include for one coat of red oxide and two cots of approved epoxy enamel paint after thorough cleaning of surface. measurement of steel shall be on the basic of length of the section as per drawings and slandered weight as per ISI code			Sq.M	
		SANITARY FIXTURES & FITTINGS				
55	102 No	Providing and fixing wash down wall mounting EWC-P of approved shade, conforming to Pattern 2 of IS: 2556 (Part -II), with SWR Selfit Soil PVC pipe and plug bend as per specifications; glazed vitreous / Colored European Water Closet with Cistern (IS-2326), with grouting the CI chair inside the floor/wall, rubber gaskets, connecting PVC 110mm diameter soil pipe with PVC coupling, nuts, mounting cistern on WC., and solid verity heavy duty plastic seat cover as per IS-2548, of approved			No	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		make; cutting and making jari work etc. complete. EWC-P: (CERA, HINDWARE, PARRYWARE Make) CONCEALED CISTERN Twin Flush Type: (Jaquar, Gabrit, Veiga Make) SEAT COVER: (CERA, HINDWARE, PARRYWARE Make)				
56	102 No	Providing and fixing White glazed vitreous Wash Basin wall mounting type, size 550x400 mm dia., with supporting M.S. or C.I. Brackets, 1 no, 32 mm CP Bottle trap with extension piece to wall flange with rubber adopter for waste connection and waste coupling. comp. etc. WALL MOUNTING BASIN: (CERA, HINDWARE, PARRYWARE Make) WASTE COUPLING: (HALF THREAD) JAQUAR ALLIED SERIES MAKE BOTTLE TRAP: (With Internal Partition) JAQUAR/ ALLIED SERIES MAKE			No	
57	102 No	Providing and fixing central hole basin Pillar Tap cock, with required braided pipes from basin pillar tap to angular stop cock etc. complete. BASIN PILLAR COCK: (JAQUAR CONTINENTAL SERIES)			No	
58	102 No	Providing & fixing of Flush cock with wall Flange 32mm with lever knob complete in all respects including cutting and making good the walls etc. METROPOLE FLUSH COCK: - (JAQUAR CONTINENTAL SERIES)			No	
59	102 No	Providing & fixing of wall mixer 3 in 1 system with provision for both telephone shower and overhead shower complete with bend pipe. MIXER UNIT: (JAQUAR CONTINENTAL SERIES) OVERHEAD SHOWER (JAQUAR CONTINENTAL SERIES). TELEPHONE SHOWER- (JAQUAR CONTINENTAL SERIES)			No	
60	102 No	Providing & fixing in position 15 mm C.P. brass bib cocks of best quality (as approved by the Engineer-in-Charge). 2-way BIB COCK: (JAQUAR CONTINENTAL SERIES)			No	
61	204 No	Providing & fixing 15mm C.P. brass angle valve with C.P. copper connecting pipe 450 mm long and nuts, washer, and brass flange complete, including cutting and making good the wall where required. ANGLE VALVE: (JAQUAR			No	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		CONTINENTAL SERIES) COPPER PIPE: (JAQUAR CONTINENTAL SERIES)				
62	102 No	Providing & fixing stainless steel sink, R.S. or C.I. Painted brackets painted, 40mm dia. C.P. waste, C.P. brass chain and rubber plug, strainer with necessary C.P. brass unions complete including painting the fittings and cutting and making good the walls wherever required, with CP sink cock with raised "J" shaped swinging spout. NIRALI - GRACE - PLAIN - 510 X 432 MM (JAQUAR/ MAKE) SINK HOT & COLD MIXER WIT J - SHAPED SWINGING SPOUT (JAQUAR/ MAKE)			No	
63	102 No	Providing & fixing white vitreous China flat back urinal of size 590x375x390mm as per IS-2556 (Part-2) with C.I. hangers and 15mm dia. C.P. spreader, 32mm diameter CP bottle trap and pipe to wall with C.P. flange complete including cutting and making good the walls and floors wherever required. FLAT BACK LARGE URINAL: (CERA, HINDWARE, PARRYWARE MAKE) WASTE COUPLING (FULL THREAD) (JAQUAR ALLIED SERIES)			No	
64	102 No	Providing & fixing of concealed stop cock with wall flange and complete., for the following sizes. 25mm dia. (JAQUAR CONTINENTAL SERIES)			No	
65	102 No	Providing & fixing in position 15 mm C.P. brass bib cocks of best quality (as approved by the Engineer-in-Charge). BIB COCK: (JAQUAR CONTINENTAL SERIES)			No	
66	102 No	Providing & fixing of Hand Shower (Health Faucet), with 8mm Dia, 1 Rmt Long PVC Tube and Wall Hook accessories to complete the item HAND SHOWER: (JAQUAR, ALLIED SERIES MAKE)			No	
		INTERNAL & EXTERNAL DRAINAGE (SOIL, WASTE, VENT AND WATER PIPES & FITTINGS)				
67	97.00 Rmt	Providing fixing, testing and commissioning of SWR PVC PIPE TYPE-B (6Kg/cm ² .) Ring fit/self fit pipe conforming to IS:13592 including all fittings such as bends, junctions, inspection doors, offsets, cowl, access			Rmt	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		pieces/plugs etc. jointing with PVC Adhesive joints including cutting holes in RCC or brick walls, floor and making good the same. (Inside Toilet & Kitchen and Wash Area Works) (Supreme/ Finolex/ Astral MAKE) SOIL & WASTE & VENT PIPE: -160 mm diameter				
68	485.00 Rmt	Providing fixing, testing and commissioning of SWR PVC PIPE TYPE-B(6Kg/cm2.) Ring fit/selfit pipe conforming to IS:13592 including all fittings such as bends, junctions, inspection doors, offsets, cowl, access pieces/plugs etc. jointing with PVC Adhesive joints including cutting holes in RCC or brick walls, floor and making good the same. (Inside Toilet & Kitchen and Wash Area Works) (Supreme/ Finolex/ Astral MAKE) SOIL & WASTE & VENT PIPE: -110 mm diameter.			Rmt	
69	728.00 Rmt	Providing fixing, testing and commissioning of SWR PVC PIPE TYPE-B(6Kg/cm2.) Ring fit/selfit pipe conforming to IS:13592 including all fittings such as bends, junctions, inspection doors, offsets, cowl, access pieces/plugs etc. jointing with PVC Adhesive joints including cutting holes in RCC or brick walls, floor and making good the same. (Inside Toilet & Kitchen and Wash Area Works) (Supreme/ Finolex/ Astral MAKE) SOIL & WASTE & VENT PIPE: -75 mm dia.			Rmt	
70	204 No	Providing & fixing PVC Floor Trap OR multi floor trap of 75mm diameter, with necessary distance piece of 75mm diameter pipe and 150x150mm grating S.S. three piece, making necessary trap chamber all around the trap with complete water proofing treatment inside and outside of the chamber, the work is including necessary SLAB /WALL RCC or Brick holes and cutting and refinishing of the junction with necessary treatment etc. complete. (Supreme/ Finolex/ Prince/ Astral MAKE) 110mm x 75mm			No	
71	146 Rmt	Providing and fixing PVC Pipe ISI marked brand as per IS:4985 (6 kg.) complete with PVC Fittings & clamps & hinges including cutting and making good the walls & ceiling for waste pipes, connections & as directed by the Engineer-in-Charge. (Supreme/ Finolex/ Prince/ Astral MAKE) 50 mm nominal bore (For Kitchen Water: Wash out)			Rmt	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
72	364 Rmt	As above for ----40mm nominal bore (For Wash basin Water: Wash out)			Rmt	
73	243 Rmt	As above for ----40mm nominal bore (For AC Drain piping in Shaft with insulation as required.)			Rmt	
74	72 No	Providing and fixing M.S. holder-bat clamps of approved design to PVC pipe embedded in and including cement concrete blocks 10x10x10cm of 1:2:4 mix (1 cement: 2 coarse sands: 4 graded stone aggregate 20mm nominal size For 160 mm diameter pipe) (Chilly. /Intellotech or Eq. Approved Make) for 160 mm diameter pipe			No	
75	728 No	As above for 110 mm dia. pipe			No	
76	243 No	As above for 75 mm dia. pipe			No	
77	485 No	As above for 50 mm dia. pipe			No	
78	485 No	As above For 40 mm dia. pipe			No	
		EXTERNAL SEWER NETWORK				
79	485.00 Rmt	Providing and Laying & Jointing ECO-drain PVC pipe as per IS-15328 class SN-4 pipes to the specified invert level and slope and full leak proof joining with rubber ring click ring jointing etc., complete with testing. complete with PVC Fittings & RCC support of 450mm x 450mm size as required at every 6mtr distances also including cutting and making good the walls & floors for waste pipes, connections & as directed by the Engineer-in-Charge. (Supreme/ Finolex/ Astral MAKE) 160 mm			Rmt	
80	194.00 Rmt	As above for 200MM			Rmt	
81	485.00 Cu.M	Excavating trenches in soil of required width for pipes etc. including excavation for sockets, and dressing of sides, ramming of bottoms, depth up to 2.0 m including getting out the excavated soil, and then refilling the soil as required, in layers not exceeding 20 cm in depth including consolidating each deposited layer by ramming, watering etc. and disposing of surplus excavated soil as directed, within a lead of 1000 mtr:0 to 1.5mtr depth			Cu.M	
82	485.00 Cu.M	Providing and spreading graded sand feeling below, around, and above PVC pipe for support as per the typical section shown in drawing with a lead of 10			Cu.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		Kilometer. Minimum 300mm feeling required all around the pipe.				
83		Constructing masonry inspection/ manhole Chamber inside with 75 second class designation brick work in cement mortar 1:5 (1 cement :5 fine sand) for drainage, with FRP surface heavy duty chamber cover with RCC top slab 1:2:4 mix (1 cement:2 coarse sand : 4 graded stone aggregate 20mm nominal size) necessary excavation foundation concrete 1:4:8 (1 cement :4 fine sand : 8 graded stone aggregate 40 mm nominal size) and inside and outside plastering with cement mortar 1:3 (1 cement :3 coarse sand) 12mm thick finished with a floating coat of neat cement complete including using waterproofing compound as per standard design FRP. foot rests including fixing in 20 x 20 x 10 cm cement concrete blocks 1:3:6 (1 cement :3 coarse sand :6 graded stone aggregate 20 mm nominal size): (Sewerage drain chamber) (Note: Cost shall include dewatering & water proofing of chambers as directed at site).			No	
84	12 No	600 x 600 mm size 0 to 1.0mtr depth			No	
85	12 No	900 x 800 mm size 1.0 to 1.5mtr depth			No	
86	3 No	1200 x 900mm size 1.5 to 3.0mtr depth			No	
87	102 No	Providing and fixing square mouth PVC gully trap grade 'A' complete with C.I. grating brick masonry chamber with first class bricks and water tight double seal C.I. cover with frame of 300 x 300 mm internal size. The weight of cover to be not less than 4.5 kg and frame to be not less than 2.70 kg. as per standard design. (Note: Cost shall include dewatering & water proofing of chambers as directed at site). 300 x 300 mm chamber with 160 x 110 mm size 'P' trap.			No	
88	3 Job	Providing and fixing of PVC sewer trap of 200mm sizes, the trap should be installed at the last manhole. Making connection of sewage line from last manhole to septic tank including excavation, dewatering, making RCC or masonry wall pipe holes complete work			Job	
89	146 No	Providing and fixing to the inlet mouth of rain water pipe FRP medium duty grating 15cm diameter or square size of cutting holes and making good the walls all complete.			No	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
90	146 Rmt	Providing fixing, testing and commissioning of SWR PVC PIPE TYPE-B(6Kg/cm2.) self-fit pipe conforming to IS:13592 including all fittings such as bends, junctions, inspection doors, offsets, cowl, access pieces/plugs etc. jointing with PVC Adhesive joints including cutting holes in RCC or brick walls, floor and making good the same. (TERRACE RAIN WATER DOWN TAKE) 160 mm diameter			Rmt	
91	728 Rmt	110 mm diameter. (Vertical Drops			Rmt	
92	242 Rmt	75 mm diameter.			Rmt	
		INTERNAL & EXTERNAL COLD / HOT /DRINKING WATER SUPPLY:				
		INTERNAL WATER SUPPLY WORK:-				
93.0		Providing and fixing UPVC-SCH-80 pipes with UPVC SCH-80 fittings UV stabilized and UPVC solutions adhesive joints, having thermal stability for cold water supply including all UPVC plain joints and brass threaded joints fittings including fixing the pipe clamps at 1.0mtr in necessary with testing of all joints and pipes comp. as per Eng. in charge. (External Vertical Shaft Works + Terrace & Under Ground main line work) (Astral/ Supreme/Ashirwad Make)				
		DOMESTIC / FLUSHING WATER SUPPLY: -				
93	145.00 Rmt	As above for 15 mm diameter			Rmt	
94	242.00 Rmt	As above for 20mm diameter			Rmt	
95	364.00 Rmt	As above for 25 mm diameter			Rmt	
96	364.00 Rmt	As above for 32 mm diameter			Rmt	
97	728.00 Rmt	As above for 40 mm diameter			Rmt	
98	728.00 Rmt	As above for 50 mm diameter			Rmt	
99	146.00 Rmt	As above for 65 mm diameter			Rmt	
100	97.00 Rmt	As above for 80 mm diameter			Rmt	
101	97.00 Rmt	As above for 100 mm diameter			Rmt	
		INTERNAL TOILET PIPING HOT AND COLD-WATER SUPPLY				

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		WORK:				
0		Providing and fixing Chlorinated Polyvinyl Chloride (CPVC)SDR-11 pipes, having thermal stability for hot & cold-water supply including all CPVC plain & brass threaded fittings including fixing the pipe with clamps at 1.00m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of engineer in charge. (Astral/ Ashirwad Make)				
102	364.00 Rmt	As above for 5 mm diameter			Rmt	
103	485.00 Rmt	As above for 20 mm diameter			Rmt	
104	364.00 Rmt	As above for 25 mm diameter			Rmt	
105	364.00 Rmt	As above for 32 mm diameter			Rmt	
106	364.00 Rmt	As above for 40 mm diameter			Rmt	
107	102 No	Supply, Installation, Testing and Commissioning of 25 mm dia. air release valve. (Zoloto/ Audco/ R.B./ Spirex)			No	
108	102 No	Providing and fixing float valve with pressure type (Copper) float of approved make. (Zoloto/ Audco/ R.B./ Spirex) 25mm dia.			No	
109	102 No	Supply, installation, testing and commissioning of Domestic Water meters horizontal inferential, single or multi jet, dry dial, suitable for 50 deg. C, duly sealed against tampering, complete with coupling conforming to Class B, IS 779-1994 (latest edition) or ISO 4064, readings in metric system. 40 mm dia.			No	
		ELECRICAL INTERNAL SHOP CUM GODOWN-102 NOS				
110	2768 No	Point wiring for Light / Bell with 2-1.5 sq.mm & earth wire of 1.5 sq.mm (Green) both are of ISI marked 1.1 KV grade FRLS PVC insulated multistrand copper wires, in following type of pipe to be erected concealed in/ on surface on wall/ceiling complete with 6A Modular type switch / bell push & accessories and earth continuity of following type, erected on PVC / Metallic box, single mounting base frame covered with textured/metallic front plate modules erected on / in wall / ceiling as per pipe erected, with necessary Lamp			No	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		holder/ceiling rose / H.D. Connector as directed.				
111	432.00 Rmt	Point wiring for FAN with 2-1.5 sq.mm & earth wire of 1.5 sq.mm (Green) both are of .ISI marked 1.1 KV Grade FRLS PVC insulated multistrand copper wires, in following type of pipe to be erected concealed in / flushed on wall/ceiling complete with 6A Modular type switch and hum free EME four or more step type electronic fan regulator with separately mounted and accessories with earth continuity of following type erected on PVC / Metallic box, single mounting base frame covered with textured/metallic front plate modules erected on / in wall / ceiling as per pipe erected. with necessary ceiling rose / H.D. Connector as directed. (a) with medium class Rigid PVC pipe and accessories			Rmt	
112	121 No	Point wiring for Two Way Controlled Light Point with 2-1.5 sq.mm & earth wire of 1.5 sq.mm (green) both are of. ISI marked 1.1 KV grade FRLS PVC insulated multi strand copper wires erected in below type of pipe with 6A Modular type switches and following type of accessories erected on PVC / Metallic/Wooden box, single mounting base frame covered with textured / metallic/white front plate modules erected on / in wall / ceiling as per pipe erected. with necessary batten/angle holder or ceiling rose or H.D. Connector as directed. (a) with medium class Rigid PVC pipe and accessories erected flushed on wall/ceiling complete			No	
113	121 No	Point wiring for Individual Plug with & earth wire of 1.5 sq.mm (Green) both are of ISI marked 1.1 KV grade FRLS PVC insulated multistrand copper wires, in following type of to be erected concealed in / on surface of wall / ceiling complete with Modular type switch & 5 pin Plug erected on PVC / Metallic box covered with appropriate front plate modules erected on / in wall / ceiling as per pipe erected with following type of accessories.[II] For 16A Plug with 2-1.5 sq.mm Cu. Wire (a) with medium class Rigid PVC pipe and accessories Cat III			No	
114	121 No	Point wiring for Individual Plug with & earth wire of 1.5 sq.mm (Green) both are of ISI marked 1.1 KV grade FRLS PVC			No	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		insulated multistrand copper wires, in following type of to be erected concealed in / on surface of wall / ceiling complete with Modular type switch & 5 pin Plug erected on PVC / Metallic box covered with appropriate front plate modules erected on / in wall / ceiling as per pipe erected with following type of accessories.[II] For 16A Plug with 2-4.0 sq.mm Cu. Wire (a) with medium class Rigid PVC pipe and accessories Cat III				
115	224.00 Rmt	Point wiring for Individual Plug with & earth wire of 1.5 sq.mm (Green) both are of ISI marked 1.1 KV grade FRLS PVC insulated multistrand copper wires, in following type of to be erected concealed in / on surface of wall / ceiling complete with Modular type switch & 5 pin Plug erected on PVC / Metallic box covered with appropriate front plate modules erected on / in wall / ceiling as per pipe erected with following type of accessories.[II] For 16A Plug with 2-4.0 sq.mm Cu. Wire (a) with medium class Rigid PVC pipe and accessories Cat III			Rmt	
116	1068 No	Point wiring for Looped Plug with 6A Modular type switch & 5 pin socket erected on PVC / Metallic box, single mounting base frame covered with textured / metallic front plate modules erected on / in wall / ceiling with following type accessories Cat. III			No	
117	21857.00 Rmt	Mains with 1.1 KV grade FRLS PVC insulated ISI marked stranded Copper conductor wire in following type of pipe to be erected concealed in /flushed on wall/ceiling, with 1.5 sq. mm copper conductor FRLS PVC insulated stranded wire of green color for earth continuity of following size (a) with medium class Rigid PVC pipe and accessories (b) 2 wire 1.5 sq. mm			Rmt	
118	5828.00 Rmt	Mains with 1.1 KV grade FRLS PVC insulated ISI marked stranded Copper conductor wire in following type of pipe to be erected concealed in /flushed on wall/ceiling, with 1.5 sq. mm copper conductor FRLS PVC insulated stranded wire of green color for earth continuity of following size (a) with medium class Rigid PVC pipe and accessories (b) 2 wire 2.5 sq. mm			Rmt	
119	4128.00 Rmt	Mains with 1.1 KV grade FRLS PVC insulated ISI marked stranded Copper conductor wire in following type of pipe to be erected in / on wall / ceiling with 2.5 sq. mm copper conductor FRLS PVC			Rmt	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		insulated stranded wire of green color for earth continuity of following size (a) with medium class Rigid PVC pipe and accessories (a) 2 wire 4 sq. mm				
120	3060.00 Rmt	Mains with ISI marked, 1.5KV grade electrolyte multi stranded, annealed copper conductor with heat resistant PVC insulated conforms to IS 694, IEC - 227 erected in existing pipe of following size (Specifically for control panel, relays, power switchgears, motor starters & control wiring) with required size of copper lugs, nuts and bolts if required. (g) One wire 6.00 sq. mm			Rmt	
121	2428.00 Rmt	Providing & Erecting approved make following size of TV Co-axial flexible cable comprising inner conductor of solid bare copper insulated with Foam PE & Secondary conductor made of poly - Aluminum film bonded Al. Braids @ suitable coverage overall sheathed with black PVC insulation. e). RG-11			Rmt	
122	19428.00 Rmt	Providing and erecting ISI mark medium class RIGID PVC PIPES of following size complete to be erected on/in wall or ceiling erected with necessary PVC fittings & Junction boxes fixed with adhesive solution & Clamps with following dia of pipes, in approved manner as directed (a)20 mm			Rmt	
123	10685.00 Rmt	Providing and erecting ISI mark medium class RIGID PVC PIPES of following size complete to be erected on/in wall or ceiling erected with necessary PVC fittings & Junction boxes fixed with adhesive solution & Clamps with following dia of pipes, in approved manner as directed (b) 25 mm			Rmt	
124	111 No	Providing & erecting Switch board for Computer or electric apparatus consisting of following modular type accessories mounted with PVC / Metallic concealed/open box with single mounting base frame covered with textured/metallic /white front plate, modules erected with necessary connections as directed 1 no. 6A/16A universal plug-switch combined. 3 nos. 6A Switch 3 nos. 6A 5 pin Plug for Modular Type Accessories			No	
125	106 No	Providing following type of Modular Type Accessories mounted with PVC / metallic box, single mounting base frame covered with textured / metallic front plate, modules erected with necessary			No	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		connection. As desired by Engineer In charge (4) TV Co-axial Socket outlet				
126	106 No	Providing following type of Modular Type Accessories mounted with PVC / metallic box, single mounting base frame covered with textured / metallic front plate, modules erected with necessary connection. As desired by Engineer In charge (3) Two Pin/RJ-11 Telephone Socket One Gang			No	
127	111 No	Providing following type of Modular Type Accessories mounted with PVC / metallic box, single mounting base frame covered with textured / metallic front plate, modules erected with necessary connection. As desired by Engineer In charge (8) Modem Jack for Computer Open RJ-45			No	
128	534 No	Providing following type of Modular Type Accessories mounted with PVC / metallic box, single mounting base frame covered with textured / metallic front plate, modules erected with necessary connection. As desired by Engineer In charge (7) Blank Plate Single			No	
129	102 No	Providing and erecting Sheet Steel powder coated MCB distribution board - flush / surface mounted fitted with busbar, neutral link, earth bar and DIN rail, confirming to IS 13032 and BS 5486-1986 without MCB to house appropriate nos. of MCBs. (The DBs should be used of same company of MCB to be used) (A) single phase 21. incoming and horizontal single-phase outgoing (b) sheet steel double door (IP-43) (iv)12 way			No	
130	5.00 Sq.M	Providing and erecting Sheet Steel powder coated MCB distribution board - flush / surface mounted fitted with busbar, neutral link, earth bar and DIN rail, confirming to IS 13032 and BS 5486-1986 without MCB to house appropriate nos. of MCBs. (The DBs should be used of same company of MCB to be used) (B) three phase incoming and single-phase horizontal type outgoing Per phase isolation type (PPI) (b) sheet steel double door (iii)8 way			Sq.M	
131	5.00 Sq.M	Supplying & erecting Sheet Steel powder coated Cable end termination Box to be mounted on Top or Bottom of the MCB Distribution Box for housing/covering Extra wires & Cables, suitable for following size of MCB DB Box. (G) Three Phase 8 Way			Sq.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
132	111 No	Approved make ELCBs / RCCBs conforming to IS: 12640 and having sensitivity of 30 mA and Short Circuit withstand capacity of 6 KA and suitable for operation on single phase 240 V. having characteristic of quick action & tripping with all advance feature & do not incorporate any electronic component. for following Max. rating erected as directed (ii) 40Amps. DP			No	
133	1165 No	Providing and erecting Miniature circuit breaker single pole 6A to 25A suitable to operate on 240 V A.C. system and having breaking capacity 10 KA to be erected in existing box. confirming to IS 8828/1996 with ISI Mark			No	
134	111 No	SITC FP MCB Enclosure of IP65 Water Tight Junction Box with 32A DP MCB With necessary clamp for mounting of the J.B. J. B. Should be provided with cable Connectors + IP65 Glands + IP65 Grommets. connectors to connect 2 nos. of 6 sq. mm. x 4 core cables+ Earthing wires. of Legrand, Schneider, C&S make			No	
135	816. No	Supplying & erecting fan hook box of 10 mm M.S. round bar bounded to the RCC bars up to 50mm length each side and pierced through a 16 Gauge M.S. box / Heavy Duty PVC box complete erected concealed in Ceiling with necessary finishing.			No	
136	816 No	Providing 2. 5mm.thick laminated acrylic sheet to cover the fan hook or Fan box.			No	
137	534 No	Providing & Erecting following Shockproof tissino type accessories erected on 3 mm thick PC (Polycarbonate) sheet in PVC/ Metal/Wooden Box. erected on wall/ ceiling. (8) Bakelite lamp holder			No	
138	534 No	Providing & Erecting following Shockproof tissino type accessories erected on 3 mm thick PC (Polycarbonate) sheet in PVC/ Metal/Wooden Box. erected on wall/ ceiling. (7) Bakelite ceiling, rose			No	
139	111 No	Providing following type of Modular Type Accessories mounted with PVC / metallic/Wooden box, single mounting base frame covered with textured / metallic/white front plate, modules erected with necessary connections as per site situation directed by Engineer In charge. (8) Computer RJ-45 socket			No	
		CIVIL WORK-WAREHOUSE				
140	400.43 Cu.M	Excavation for foundation up to 1.50 mt depth including sorting out and stacking			Cu.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		of useful materials and disposing the excavated stuff up to 50 mt lead (A) Loose or soft soil (EXECUTED WITH MECHANISED EFFORTS MACHINARIES)				
141	160.17 Cu.M	Excavation for foundation 1.50 mt to 3.00 mt depth including sorting out and stacking of useful materials and disposing the excavated stuff up to 50 mt lead (A) Loose or soft soil (EXECUTED WITH MECHANISED EFFORTS MACHINARIES)			Cu.M	
142	6630.75 Cu.M	Filling foundation and plinth with murrum or selected soil in layer of 20 cm in thickness including ramming watering and consolidating etc. complete			Cu.M	
143	828.84 Cu.M	Filling in foundation and plinth with sand in layers of 20 cm. Thickness including watering ramming and consolidating etc. complete.			Cu.M	
144	2813.93 Sq.M	Carrying out plinth treatment to post construction / existing structure by spraying chemical solution for termite control treatment including labor and material consistent with I.S.I specification. Using Chlordane and Chiorpurfiles 20 EC. As Per 6131_paret-II Concentration Weight one percent is recommended i.e. one liter 20 EC chemical emulsion with 19 liter give 1 % concentration inclusive of one liter chemical emulsion application at the rate of 5 Liter chemical / Sqm of surface is recommended as per I. S			Sq.M	
145	25.46 Cu.M	Providing and laying controlled cement concrete M-100 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish and reinforcement for reinforced concrete work in: (a) Foundations, footings Bases of columns and the like and Mass concrete.			Cu.M	
146	19.15 Cu.M	Providing and laying controlled cement concrete M-250 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in foundation footings, base of columns and mass concrete.			Cu.M	
147	38.66 Cu.M	Providing and laying controlled cement concrete M-250 and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of			Cu.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		reinforcement for reinforced concrete work in foundation footings, base of columns and mass concrete.				
148	8.23 Cu.M	Providing and laying controlled cement concrete M-250 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in foundation footings, base of columns and mass concrete.			Cu.M	
149	14.95 Cu.M	Providing and laying controlled cement concrete M-250 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in Columns, pillars posts and struts G. FLOOR (up to new GL)			Cu.M	
150	17.25 Cu.M	Providing and laying controlled cement concrete M-250 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in Columns, pillars posts and struts G. FLOOR (up to new PL)			Cu.M	
151	13.05 Cu.M	Providing and laying controlled cement concrete M-250 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in Columns, pillars posts and struts G. FLOOR (up to 3 mtr)			Cu.M	
152	12.90 Cu.M	Providing and laying controlled cement concrete M-250 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in Columns, pillars posts and struts F. FLOOR (up to 3 to 6 mtr)			Cu.M	
153	0.70 Cu.M	Providing and laying controlled cement concrete M-250 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in Columns, pillars posts and struts F. FLOOR (Above 6 mt ht)			Cu.M	
154	24.93 Cu.M	Providing and laying controlled cement concrete M-200 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a			Cu.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		fair finish but excluding the cost of reinforcement for reinforced concrete work in BEAMS Ground Floor (GL)				
155	24.93 Cu.M	Providing and laying controlled cement concrete M-200 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in BEAMS Ground Floor (GL)			Cu.M	
156	24.93 Cu.M	Providing and laying controlled cement concrete M-200 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in BEAMS First Floor (LINTEL LEVEL)			Cu.M	
157	21.03 Cu.M	Providing and laying controlled cement concrete M-200 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in BEAM (truss bottom level)			Cu.M	
158	10.08 Cu.M	Providing and laying controlled cement concrete M-200 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in STAIRCASES Ground Floor			Cu.M	
159	35040.61 Kg	Providing Thermo Mechanically Treated bar (T.M.T.) (I.S.I. Mark) conforming to I.S. - 1786 Fe - 500D for R.C.C. work including bending, binding and placing in position complete. All floor Level			Kg	
160	58.15 Cu.M	Brick work using common Brunt clay building bricks having crushing strength not less than 35 Kg./Sq.cm. In foundation and plinth in cement mortar 1:6 (1cement: 6 fine sand) (b) Conventional			Cu.M	
161	119.20 Cu.M	Brick work using common Brunt clay building bricks having crushing strength not less than 35 Kg./Sq.cm. In super structure above plinth level up to floor two level in cement mortar 1:6 (1cement: 6 fine sand) (b) Conventional {Ground Floor up to 3 mt ht)			Cu.M	
162	118.02 Cu.M	Brick work using common Brunt clay building bricks having crushing strength not less than 35 Kg./Sq.cm. In super structure above plinth level up to floor two level in cement mortar 1:6 (1cement: 6 fine sand) (b) Conventional {First			Cu.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		Floor (3 to 6 mt)				
163	8.06 Cu.M	Brick work using common Brunt clay building bricks having crushing strength not less than 35 Kg./Sq.cm. In super structure above plinth level up to floor two level in cement mortar 1:6 (1cement: 6 fine sand) (b) Conventional {Second Floor} (gable wall)			Cu.M	
164	325.11 Sq.M	Providing 20 mm thick double coat mala cement plaster on interior brick / concrete work for plastering comprising of base coat of 12 mm thick cement plaster in cement mortar (1 Cement: 4 coarse sand) in rough finishing and 8 mm thick top coat of cement mortar 1:2 (1 Cement: 2 Coarse sand) finished with trowel including scaffolding curing etc. complete. GROUND FLOOR (up to plinth level)			Sq.M	
165	796.50 Sq.M	Providing 20 mm thick double coat mala cement plaster on interior brick / concrete work for plastering comprising of base coat of 12 mm thick cement plaster in cement mortar (1 Cement: 4 coarse sand) in rough finishing and 8 mm thick top coat of cement mortar 1:2 (1 Cement: 2 Coarse sand) finished with trowel including scaffolding curing etc. complete. GROUND FLOOR (up to 3 mtr ht)			Sq.M	
166	690.49 Sq.M	Providing 20 mm thick double coat mala cement plaster on interior brick / concrete work for plastering comprising of base coat of 12 mm thick cement plaster in cement mortar (1 Cement: 4 coarse sand) in rough finishing and 8 mm thick top coat of cement mortar 1:2 (1 Cement: 2 Coarse sand) finished with trowel including scaffolding curing etc. complete. FIRST FLOOR (above 3 mt ht)			Sq.M	
167	208.64 Sq.M	Providing 10 mm. thick cement plaster in single coat for plastering on ceiling and soffits of stairs up to floor two level and finished even and smooth in: (I) Cement mortar 1:3 (1 cement: 3 sand) Ground Floor			Sq.M	
168	1608.05 Sq.M	20 mm. thick sand faced GUTAKA FINISHED cement plaster on walls up to All height above ground level consisting of 12 mm. thick backing coat of c.m. 1:3 (1 cement: 3 sand) and 8 mm. thick finishing coat of c.m. 1:1 (1 cement: 1 sand) including making groove 6 mm			Sq.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		wide and 8 mm deep as approved pattern etc. complete as directed.				
169	24.60 Sq.M	Providing and fixing chicken mesh jali with square of 12.50 x 12.50 mm of 25 gauge at junction the Brick. masonry and reinforcement cement concrete member including fixing materials scaffolding labor etc. complete			Sq.M	
170	414.42 Cu.M	Providing and laying controlled cement concrete M-100 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish and reinforcement for reinforced concrete work in: (a) Foundations, footings Bases of columns and the like and Mass concrete (below trimix floor).			Cu.M	
171	414.42 Cu.M	Providing and laying cement concrete flooring M-200 RMC by using TREMIX system laid in one layer as per required level, slop and thickness of 150 mm with 32kg of RCH per/CMT concrete to be laid in alternate panels size approx. 3.5m x5.0m with steel channel foam work leveling with surface vibrator finish the surface with power float and dowels' Dewatering the floor with vacuum pump. light blooming on the surface as per directed and making construction join of size 10x40 mm by using of concrete cutter machine and ready-mix bituminous filler of Shalimar tar products			Sq.M	
172	1695.63 Sq.M	Applying two coats of Birla or Asian acrylic lappy (putty) and two coats of primer of approved brand and manufacture on new wall surface to give an even shade including thoroughly brushing the surface free from mortar dropping and other foreign matter and sand papered smooth.			Sq.M	
173	137.81 Sq.M	Supplying fabricating, erecting, aligning & fixing in proper position Asian make hollow mild steel, 50mm x50x0.26mm Framing as per design with 25x25x3mm G I jali complete at site. Rate shall include for supplying all materials such as ISI mark welding rods, bolts, nuts, etc. and like labor for the work of straightening, cutting, drilling holes, necessary plants / equipment for assembling, bolting welding, erecting, etc. complete as directed. Rate shall include for one coat of red oxide and two coats of approved epoxy enamel paint after thorough cleaning of surfaces. on			Sq.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		pipe. Measurement shall be on the Total Smt Area.				
174	72.00 Sq.M	Providing and fixing rolling shutter of approved make made of 80mm wide M. S laths inter locked together throw their entire length joined together lengths and joined locks mounted on specially designed pipe shaft with brackets plates. guide channels and arrangements for inside, and outside locking with push-pull operation including the cost of hood cover and spring etc. complete (A) shutter having width below 3.5M			Sq.M	
175	113.76 Sq.M	Providing and laying polished Kota stone slab 25mm thick in risers of steps, skirting dado and pillars laid on 10mm thick cement mortal 1.3(1- cement :3 coarse sand) and joined with gray cement slurry mixed with pigment to match the shad of slab including rubbing and polishing etc. complete			Sq.M	
176	1816.69 Sq.M	Finishing wall with weather proof exterior emulsion paint on wall surface (two coast) to give a required shape even shade after thoroughly brushing the surface to remove all dirt, and remains of loose powdered materials etc. complete			Sq.M	
177	1486.99 Sq.M	Providing & applying three coats (First two coats are with brush and final coat is with roller) of plastic emulsion paint of desired shade, of approved make, brand and manufacture, on any surface, at all heights, to give an even shade, including thoroughly brushing the surface free from mortar droppings and other foreign matter and sand papered smooth. The paint shall be applied after applying a coat of primer and putty.			Sq.M	
178	15.56 Cu.M	Providing and laying controlled cement concrete M-200 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in weather shed			Cu.M	
179	4.16 Cu.M	Providing and laying controlled cement concrete M-200 RMC and curing complete including the cost of formwork with sheathing steel sheets so as to give a fair finish but excluding the cost of reinforcement for reinforced concrete work in lintel			Cu.M	
180	46.08 Sq.M	Supplying fabricating, erecting, aligning & fixing in proper position 14 gauge metal sheet to EZ-7 section doors/ window frame and outer frame with			Sq.M	

Items No. બાબત નંબર	Quantities estimated out or less અંદાજેલ જથ્થો જે ઓછો વત્તો થઈ શકે	Item of work કામની બાબત	Tendered Rates ટેન્ડરમાં દર્શાવેલ દર		Unit એકમ	Total amount according to estimated quantities અંદાજી જથ્થા અનુસાર કુલ રકમ
			In figure Rs.Ps	In words		
1	2	3	4	5	5	6
		75x37.5x4mm M.S angle and M.S grill of 12mm M.S bars as require spacing welded to outer frame complete at site.Rate shall include for suppling all materials such as ISI mark welding rods, bolts, nuts, etc. and like labour for the work of erecting etc.complete asdirected. Rate shall include for one coat of red oxide and two cots of surface. Measurement of steel shall be on the basic of length of the section as per drawing and standered weight as per ISI code				
181	2820.58 Sq.M	PEB Roof structure-73.31mt x 38.48 mt Specification 1.Frame type length 72.81mt 2.Width 38.25mt 3.clear height 6.097 from plinth level 4.Roof Slope-1:10 5.Bay spacing 10@ 7.331 6.And Wall column Spacing -7.10 7.Type of and frames non expandable 8.Wind bracing pipe bracing for roof and side wall 9.Roof cladding -0.47mm thick JSW / Bhusan make bare galvalume sheet roof liner panel 10.Wall Cladding – Full height wall brick 11.Gutter- Galvalume Gutter -0.50 mm thick 12.Flashings –PPGL 345 MPa color galvalume 0.50 mm thick 13.Down spout up to GL –PPGL 345 MPa color galvalume off white color 0.50 mm thick 14.Canopy – 1 mt canopy on side walls 15.primary members (frames and build up members) minimum thick 6 mm – Shot Blasting, epoxy DTM paint total DFT 90 to 100 microns 16. Secondary members (purlin and girt) minimum thick 2.0 mm – galvanized 120 gsm 17.anchor bolts and templets black painted			Sq.M	
			Total Tender Amount			₹

(A) Total Tendered amount Rs.

(B) Rebate on above tendered amount (if any) % (in fiture) Rs.
(..... in words)

(C) Net tendered amount (A – B) Rs.
In words (Rupess
.....)

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

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

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

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

Notes 3 - To be continued on additional sheets if found necessary

નોંધ -૩ :- જરૂર જણાયે વધારાના કાગળ જોડી ચાલુ રાખવું.

Signature of contractor

**Chairman
A.P.M.C.
UNJHA**

**SCHEDULE - C
(see clause No. -2)**

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

Time Schedule of Completion

Percentage of time of the total time limit	Percentage of work	Rate of liquidated damages per day
1	2	3
Building work		
25%	10%	0.10 %
50%	40%	0.10 %
75%	80%	0.10 %
100%	100%	0.10 %

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

Signature of contractor

**Chairman
A.P.M.C.
UNJHA**