



Gujarat Infrastructure Development Board

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Proactive Disclosure

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The particulars of **Gujarat Infrastructure Development Board's** **Functions**

The Gujarat Infrastructure Development Board was set up to facilitate higher flow of funds in to infrastructure sectors, to promote the private sector participation and to ensure co-ordination among various Government agencies in the State of Gujarat. This is a unique organization of its type and is an over-arching body for infrastructure development in Gujarat, encompassing both hard as well as the soft infrastructure sectors. Gujarat Infrastructure Development Board itself does not develop infrastructure services but act as a catalyst for their development.

GIDB focuses on:

- Overall planning.
- Co-ordination between various sector specific departments.
- Concession agreements which detail the risk allocation in a public private partnership.
- Project preparation by conducting pre feasibility and feasibility studies through reputed consultants.
- Selection of Developers through international competitive bidding and challenge route.
- Monitoring progress of projects.
- Building capacity of Human resources and organization in infrastructure sector compatible with international standard.

The following infrastructure sectors are covered under the schedule–1 of the GID Act

- Power Generation, Transmission and Distribution Systems
- Roads, Bridges and By-passes
- Ports (other than Major Ports) and Harbors thereof
- Urban Transportation
- Dams
- Water Storage, Water Supply and Sewerage System
- Irrigation
- Land Reclamation
- Industrial Estate including Industrial Parks
- Tourism Projects
- Solid Waste Management

- Information Technology related Projects
- Education
- Health Facilities
- Public Markets
- Post Harvest Facilities
- Inland Waterways other than National Waterways
- Fisheries not beyond territorial Waters
- Development of Minor Minerals
- Gas and Gas works
- Logistic Infrastructure and Facilities including Integrated Logistic Park, Multi-modal Logistic Park, Inland Container Depot, Freight Terminal, Container Freight Station, Air Freight Station, Air Cargo Complex, Cold Chain facility, Warehouse, Truck Terminals, Silos and Such other Infrastructure.

The functions of the Board under the GID act - 1999 are as under;

- 1 To promote participation of a person in financing, construction, maintenance and operation of any project irrespective of its cost;
- 2 To advise the State Government, a government agency or a specified Government agency on matters of policy in respect of participation in Financing, Construction, maintenance and operation of any project;
- 3 To lay down priorities of projects to be undertaken by the state Government, a Government agency or a specified Government agency;
- 4 To consider the proposal for undertaking a project and the proposed concession agreement submitted to it and to recommend with or without modification or not recommend or return the proposal and proposed concession agreement for reconsideration of the state Government, the Government agency or as the case may be specified Government agency.
- 5 To elicit information relating to National and International Financial Institution and to ensure co-operation of such institutions;
- 6 To co-ordinate and monitor the project undertaken in the state.
- 7 To assist in developing concepts of projects by undertaking pre-feasibility studies of the projects;
- 8 To undertake such projects as may be entrusted to it by State Government;
- 9 To perform such other function as may be entrusted to it by the State Government.

Gujarat Infrastructure Development Board (GIDB) has been appointed as Apex Authority for the Special Investment Regions in the State of Gujarat under the Gujarat Special Investment Region Act - 2009

The functions of GIDB as a Special Investment Region Apex Authority

- To make regulations for development, operation and regulations of Special Investment Region (s) (SIR).
- To approve land use plan of SIR and its peripheral area.
- To act as an Apex Authority under Gujarat Special Investment Region Act, 2009 for the development of Special Investment Region (s) in the State and approve Development Plan, Town Planning Schemes and General Development Control Regulation with respect to Special Investment Region (s).
- To approve projects with regard to economic activities, civic amenities and infrastructure facilities.
- To approve infrastructure projects proposed by Regional Development Authority under Gujarat Infrastructure Development Act, 1999.
- To approve user charges proposed by Regional Development Authorities.
- To submit proposal to the State Government for development, operation and regulations of SIRs.
- To give directives to Regional Development Authorities on the development of SIRs.

Gujarat Integrated Logistics and Logistics Parks Policy 2021

Gujarat was ranked the highest in the Logistics Ease Across Different States (LEADS) index consecutively for the three times and also ranked in the “Achiever” category in LEADS 2022 index. The index aims at enhancing the focus on improving logistics performance across states which is essential for improving the country's trade and reducing transactions cost.

Logistics has played a key role in maintaining and propelling this growth. Endowed with a 1,600 kms long coastline with 1 major and 48 non-major ports, Gujarat handles 39% of the country's cargo amounting to over 553 million metric tons in FY 2022-23. The port led development has transformed areas such as Kutch and South Gujarat into industrial hubs and has provided employment to many. Gujarat also has a wide network of roads which

provides connectivity till the last mile. In addition, several futuristic and game changing infrastructure development projects have already been envisaged; few of them are such as Delhi Mumbai Industrial Corridor (DMIC) and Western Dedicated Freight Corridor (DFC), SIRs, Ahmedabad Dholera Expressway, Development of Port and Rail Connectivity Projects etc.

To strengthen and maintain its position, GIDB has prepared Gujarat Integrated Logistics and Logistics Park Policy 2021 and was launched on 17th July, 2021 vide Government Resolution No. *GIDB - Gujarat Integrated Logistics and Logistics Park Policy 2021* to boost logistics sector in the state. The Process of granting incentives under the Policy is being undertaken by the office of Industries Commissioner, while iNDEXTb promotes the Policy and its incentives to industry stakeholders and project development/ implementation is to be undertaken by Gujarat Ports and Logistics Company Ltd.

The State Government has set up 3 Committees to coordinate with various stakeholders to support development/ enhancement/ upgradation of logistics facilities in conjunction with the State Logistics Master plan vide Government Resolution No. *IDB/ 102021 /301939/I-I* dated 17th July, 2021 as below:

- 1 State Logistics Coordination Committee
- 2 State Logistics Cell and
- 3 City Logistics Co-ordination Committee

Under City Logistics Co-ordination Committee, 08 committees for 08 Municipal Corporations have been set up. GIDB has initiated the preparation of City Logistics Master Plans of 8 Municipal Corporations and State Integrated Logistics Master Plan for Gujarat.

Island development Authority, (IDA) Gujarat.

The Island Development Authority has been constituted in the State under the Chairmanship of Hon. Chief Minister in August 2019 for regulated development of the islands in Gujarat, where in CEO, GIDB is the Convener/ Member Secretary. Island Development Authority is being tasked with the identification and mapping of islands along Gujarat's coastline and exploring the development potential of islands in the state of

Gujarat. There are a total of 144 Islands in the state out of which 13 islands are identified for Holistic development. The Islands of Bet Dwarka, Pirotan, and Shiyal Savai are taken up in Phase 1 for Holistic development.

Sr. No	Nodal Departments	Islands/Project	Tasks
1	Forest and Environment Department	Pirotan Island	Preparation of Master Plan
2	Tourism Department	Bet Dwarka	
3	Tourism Department	ShiyalSavai Bet	
4	Directorate of Employment & Training	Marine Skill Training Centre at ITI campus, Dwarka	Skill Demand Assessment Survey and Detailed Project Report

PM Gati Shakti Gujarat

Hon'ble Prime Minister, during the launch of PM Gati Shakti National Master Plan Initiative on 13th October, 2021, proposed states to take the lead in preparing integrated infrastructure master plan in a coordinated way in order to reap the most benefits in terms of jobs and growth. He also advised states to use modern technology and the most up-to-date IT tools to manage infrastructure project planning.

The key objective of PM Gati Shakti National Master Plan Initiative is to ensure inter-departmental coordination and planning, synchronisation and prioritisation of Infrastructure, improving ease of doing business and reducing the overall logistics cost.

Gujarat Infrastructure Development Board (GIDB) was appointed by the State Government as the Nodal Agency for implementing Gati Shakti Gujarat- Integrated Master Plan (GSG-IMP). Chief Executive Officer (CEO), GIDB as the Nodal Officer representing Gujarat in the matters relating to integration of GSG-IMP with GS-NMP.

GIDB jointly with BISAG-N and nodal officers of the departments has undertaken integration of infrastructure information and data of 22 departments and 68 Board/ Agencies with PM Gati Shakti Gujarat – Integrated Master Plan Portal for streamlining the infrastructure development process and will also help in acceleration of investment along with improving Ease of Doing Business.

90 portals of the stakeholders have been developed by BISAG-N. Integration of 1200+ data layers of infrastructure assets related has been mapped PM Gati Shakti Gujarat – Integrated Master Plan.

Integration of promulgated government and private land records, Private Land Acquisition Module, Government Land Allotment Module, Revenue 7/12, 8A and Revenue Court cases with PM Gati Shakti Gujarat – Integrated Master Plan has been completed. Automation of 46 infrastructure related NOCs/ Permissions Applications and Approval processes of the State Government Department has been completed.

PM Gati Shakti Gujarat was launched by Hon'ble CM on 6 October 2022 wherein more than 1,000 participants joined. Also, 5,000+ officers of State Government have been trained for using PM Gati Shakti portal for planning projects and receiving/granting necessary NOCs/ permissions.

1) Formation of

- a. **Gati Shakti Gujarat Monitoring Committee** *Equivalent to Empowered Group of Secretaries (EGoS)* chaired by Chief Secretary,
 - i. To review the integration, comprehensiveness, prioritization, optimisation and synchronization of application/ approval process and integrated project planning process of Stakeholders in PM Gati Shakti Gujarat;
 - ii. For periodical review of projects monitored under Project Monitoring Group (PMG) projects of GOI in Gujarat for expediting resolution of issues and regulatory bottlenecks;
- b. **Gati Shakti Gujarat Planning Group** *[Equivalent to Network Planning Group (NPG)]* chaired by CEO GIDB
 - i. For integrated planning of infrastructure projects, prepare Integrated Master Plan and investment ready shelf of infrastructure projects.
- c. **Gati Shakti Gujarat Coordination Cell** *[Equivalent to Technical Support Unit (TSU)]*
 - i. To develop protocols, guidelines, prepare road maps, coordinate for integration, develop data formats, meta-data requirements for seamless implementation of PM Gati Shakti Gujarat.

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The Powers and Duties of Officers and Employees

- (1) Delegation of Administrative Power**
- (2) GIDB Resolution of CEO Powers**
dt.05/06/2023.
- (3) GIDB Recruitment Regulation 2005**

Delegation of Administrative and
Financial Powers

Gujarat Infrastructure Development Board
Block No.18, 8th floor,
Udyog Bhvan, Gandhiangar
Resolution : GID/P&A/Delegation/2003

Dt. - 2003
24/11/2003

Read Section 29 (3) of GID Act, 1999.

Resolution

In exercise of the power conferred under Section 29 (3) of GID Act, 1999, the Board hereby resolve to delegate administrative and financial powers to the Chief Executive Officer and Member Secretary of the Board and Officers of the GIDB to spend such sum from the Fund of the Board for performance of its functions.

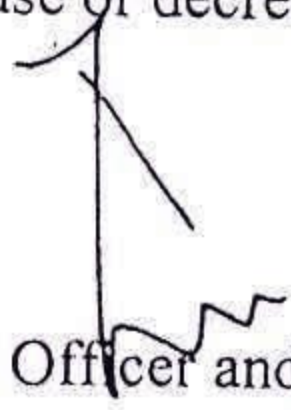
The detailed delegation of administrative and financial power will be as per the annexure A. These delegation of Powers shall be subject to the following guidelines :-

1. It is primary condition of the exercise of all powers that the same shall be exercised on legitimate objects of the Board.
2. Any expenditure which involves the introduction of new principle or a new practice likely to add to increase expenditure in future shall require prior approval of Chairman, Human Resource Committee (Principal Secretary, Industries and Mines Dept.) constituted by Regulation of the Board. *finan*
3. Expenditure shall be incurred within the limits of funds made available by appropriation / re-appropriation from time to time for a particular purpose.
4. Powers are not absolute and shall be subject to general or special instructions or restrictions issued from time to time by Chief Executive Officer in the administrative interest.
5. All the powers shall be exercisable within limits of administrative and financial propriety and shall be subject to procedures laid down by the Board or in absence thereof the general norms and practices prevailing in the State Government.
6. Powers delegated to an officer shall also be exercisable by the superior officer when exigency so demands.
7. These powers and functions are proposed to be delegated with reference to the present division of work/ structure. However, in case of change in division / structure of work, powers and functions may accordingly be re-allocated by the Chief Executive Officer.
8. Chief Executive Officer being a head of an organization shall exercise full powers other than mentioned in the above delegation, provided that in matter of policy

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- issues; prior approval of the Board / Executive Committee/ Chairman , Human Resource Committee , as the case may be shall be obtained.
9. In the absence of the Chief Executive Officer on account of vacancy, leave, training etc. the Chairman, Human Resource Committee (Principal Secretary, Industries and Mines Dept.) may authorize General Manager to exercise any / all powers delegated to the Chief Executive Officer.
 10. All the files, papers will be submitted to Chief Executive Officer thorough General Manager . In case of involvement of any type of expenditure the files/ papers has to be routed thorough Dy. Manager (Accounts).
 11. The powers are subject to and limited to budget allocation / provisions.

The Executive Committee of the Board constituted by Regulation shall be empowered and authorize to review, reconsider, increase or decrease any powers delegated by this Resolution.


Chief Executive Officer and Member Secretary,
Gujarat Infrastructure Development Board

To
All members of the Board
All officers of GIDB.

Gujarat Infrastructure Development Board
Delegation of Administrative Powers

Sr. No.	Details of Power conferred	Dy. Manager (P&A)	Dy. Manager (Accounts)	General Manager	Chief Executive Officer
1.	Sanction of regular increments to employees / officers	--	--	Full powers	Full Powers for General Manager and powers for all employees in the following cases : (1) Increments to be released which are specifically withheld (2) Increment to be released on satisfactory completion of probation period. (3) Increments to be released after counting broken period of service.
2.	Grant of all type of leave i.e. Casual leave, Earned Leave, Commuted Leave, Maternity / Paternity Leave, Compensatory leave	--	--	Full powers for the post below Deputy Manager	Full powers for Senior Manager and above.
3.	Grant of Leave without Pay	--	--	--	Full powers, subject to Rules.
4.	Grant of Study leave	--	--	--	Full powers, subject to Rules
5.	Sanction of Leave Travel Concessions/ Home Town including advances to employees /officers	--	--	--	Full powers, subject to Rules as well as Government Policy from time to time.
6.	Maintenance of service book of employees/ officers	Full powers	--	--	--
7.	Sanction of leave encashment to employees/officers	--	--	--	Full powers, subject to Rules as well as Government Policy from time to time.

8	Sanction of special pay, charge allowance for holding additional charge of equivalent post or higher post.	--	--	--	Full powers , as per Rules.
9.	Appointment of employees/officers	--	--	--	Full powers, as per GIDB Service Rules.
10.	Acceptance of resignation of employees/officers	--	--	--	Full powers
11.	Disciplinary action and imposing penalties	-	-	-	Full powers, as per GIDB Discipline Conduct and Appeal Rules.
12.	Suspension of employees/ officers	-	-	-	Full powers, as per GIDB Discipline Conduct and Appeal Rules.
13.	Dismissal of employees / officers	-	-	-	Full powers, as per GIDB Discipline Conduct and Appeal Rules.
Power at Sr. No.11,12 and 13 shall be exercised subject to following of proper procedure as laid down in the GIDB Service Rules/ Gujarat Civil Service Conduct and Discipline rules .					
14.	Sanction of Tour programs	--	--	Full powers for Deputy Manager and below	Full powers for Senior Manager and above.
15.	To depute officers/ employees for seminar/ training, workshop etc.	--	--	Full powers for Assistant Manager and below	Full powers for Deputy Manager and above.
16.	To participate in fair/ exhibitions/ seminar/ training, workshop etc.	--	--	--	Full Powers

17	To insure properties of the Board	--	--	Full powers	Full Powers
18	Appointment of contractual employees/daily wage employees	-		-	Full powers upto remuneration not exceeding Rs.15.000/- per month.
19.	To select security, housekeeping agency/ maintenance agency/ marketing agency/printing agency	--	--	--	Full powers
20	Supervision of work of employees and issue instructions, memos and to ask for clarifications regarding duties they have been entrusted.		--	All employees and officers below Junior Manager (Rs.5500-9000)	Full Powers
21	To permit officers/employees to travel by higher class or by Air	--	--	--	Full Powers

Maintenance of Annual Confidential Reports (ACRs)

Sr. No.	Category of Employees	Reporting Officer	Reviewing Officer	Custodian (Except for the ACRs of deputationist)
1	All employees (Junior Manager and below)	Concerned Deputy Manager (Dy. Manager – P&A or Dy. Manager – Accounts).	General Manager	Dy. Manager (P&A) (except for Dy. Manager (P&A)) For Dy. Manager P&A Custodian will be the General Manager.
2	All employees (Assistant Managers, Dy. Managers, Senior Managers, Dy. General Manager)	General Manager	Chief Executive Officer	Dy. Manager (P&A)

3	General Manager	Chief Executive Officer	Principal Secretary, Industries and Mines Dept. and Chairman, Personnel Committee	Dy. Manager (P&A)
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Gujarat Infrastructure Development Board
Delegation of Financial Powers to various officers

Sr	Nature of Powers	Dy. Manager (P&A)	Dy. Manager (Accounts)	General Manager	Chief Executive Officer
1	Powers to sign cheques	--	Upto Rs.2.00 lacs	Upto Rs. 5.00 lacs jointly with Dy. Manager (Accounts)	Full powers
2	Powers to sign Accounts Book	--	Full Powers	--	--
3	Powers of drawing and disbursing officer	--	Full Powers	-	Full powers
4	Powers to pass bills including payment orders				
(a)	Contingency bills including advance of contingencies	Upto Rs. 2,000/-	--	Upto Rs. 20,000/-	Full powers
(b)	Traveling allowance bills duly countersigned by the competent officer	Full powers	--	--	--
(c)	Medical reimbursement bills (Excluding surgical and indoor treatment cases)	Upto Rs. 2,000/-	--	Upto Rs. 6,000/- per	Full powers
(d)	To sanction medical reimbursement bills in surgical and indoor treatment case	--	--	--	Full Powers
(e)	Pay bills including supplementary pay bills.	--	Full Powers	--	--

(f)	Bills of recurring expenditure like telephones, electricity, telegram, motor vehicle tax, municipal tax, insurance premium, revenue stamp, Courier bills.	Full Powers	--	--	--
5	Countersigning of TA bills	For the post of Junior Manager and below for the persons directly subordinate to him.	For the post of Junior Manager and below for the persons directly subordinate to him.	For the post of Assistant Manager and above (except for General Manager)	Full powers (for General Manager)
6	To open a Bank Account in Nationalized Bank(s) and invest surplus money in the Bank(s), as per Govt. directions.	--	--	--	Full powers
7	Reimbursement of actual expenses on account of Taxi/ Rickshaw, Bus etc. on out station tour.	--	--	Upto Rs.1500/-	Full Powers
8	Reimbursement of local conveyance bills	Upto Rs.500/- per instance	--	Upto Rs. 1,000/- per instance	Full powers
9	Commission charges to be paid to the Banks.	--	Full Powers	-	-
10	Demurrage	-	--	Upto Rs. 5,000/-	Full powers
11	To incur expenditure on fees to pleaders, CAs, lawyer or other professional services	--	Upto Rs.2000/-	Upto Rs. 20,000/-	Full powers
12	Purchase of Hot & / or cold weather equipment including heaters, air conditioners, air coolers, fans etc.	--	--	Upto Rs. 20,000/-	Upto Rs. 10.00 lacs
13	To incur expenditure on subscription of publications, magazines and news papers and renewal thereof.	Upto Rs.2000/- (For office library)	--	Upto Rs.10,000/- (for office library).	Full powers

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14	Purchase of books, periodicals, agreements, national or international journals.	--	--	--	Upto Rs. 20,000/-	Full powers
15	Disposal of news papers, magazines	Full powers	--	--	--	--
16	Refreshment & entertainment at the meeting, conferences, group meetings and visit of delegates / officers etc.	Powers are delegated to each Dy. Manager and above Upto Rs. 500/- per month against submission of bills.	--	--	Upto Rs. 5,000/-	Full powers
17	Accommodation for consultants, experts, professionals and Govt. officials	--	--	--	Upto Rs. 20,000/- per instance.	Full powers
18	Hiring of cars	--	--	--	Full powers	--
19	Purchase of electronic equipment including computer hardware, software, peripherals, copiers, telephone instruments / systems, mobile phone, CVT, stabilizers etc.	--	--	--	--	Upto Rs. 10.00 lacs
20	Consumable stores including purchase of stationery articles.	Upto Rs. 10,000/-	--	--	Full powers	--
21	Repairing and maintenance of vehicles.	Upto Rs.10,000/-	--	--	Full Powers	--
22	Repairing of electrical, electronic equipments, and also maintenance of civil work, interior etc.	Upto Rs. 5,000/-	--	--	Full powers	--
23	Purchase of capital items i.e. furniture, fixtures and other dead stock articles etc.	--	--	--	--	Upto Rs. 10.00 lacs

24	To undertake Interior work	--	--	Upto Rs. 20,000/-	Full powers
25	To approve printing expenditure	Upto Rs. 10,000/-	--	Upto Rs. 25,000/-	Full powers
26	To incur expenditure on organizing workshop, seminar, conference, fairs, exhibitions etc.	--	--	--	Full Powers
27	To incur expenditure on uniforms to peons, drivers, pantry staff etc.	--	--	Full powers	--
28	To pass the bills of security agency, housekeeping agency	Upto Rs. 25,000/-	--	Upto Rs. 50,000/-	Full powers
29	Sanction recurring expenditure on fuel and oil	Upto Rs. 2,000/- at a time.		Upto Rs. 5,000/- at a time	Full powers
30	Expenditure on publicity including publication of advertisements (including tender notices, recruitment advertisement)	--	--	--	Full Powers
31	Purchase of game equipment for staff club	-	--	-	Full powers
32	To sanction expenditure for staff welfare	-	--	-	Full powers
33	Sanction of payment of professional fees to media agencies, experts professionals, survey agencies, solicitor firms etc.	--	--	-	Upto Rs. 10.00 lacs per instance (This power is other than a power delegated by EC/Board for releasing payment to consultants for a feasibility and other studies approved)

34	Powers for disposal of scrape material including tyres, tubs, batteries and other spare parts by public auction and disposal of waste papers, magazines etc.	Full powers	--	--	--	--
35	To depute officers/ employees and sanction expenditure on participation/ registration fees of officers in seminar, workshop, conferences and training.	-			Full powers for the employees – Junior Manager and below (Upto Rs. 20,000 per instance)	Full powers
36	To incur expenditure of zerox, lamination, binding etc.	Full powers	--		--	--
37.	Purchase of car	--	--		--	Full powers (after obtaining approval of Chairman. Personnel Committee.)
38.	Refund of deposits or earnest money	-	--		Full powers	--
39	Signing of vouchers passed / approved by the competent authority	--	Full powers		--	--
40	Sanction of loans and advances					
(i)	Food grain advance	Full Powers	--		--	--
(ii)	Festival advance	Full Powers	--		--	--
(iii)	Cycle, Fan advance	Full Powers	--		--	--
(iv)	Moped, scooter, Motor cycle advance	-	--		-	Full powers
(v)	Car Advance	-	--		-	Full powers
(vi)	House building advance	-	--		-	Full powers
(vii)	Tour advance	Upto Rs.5000/-	--		Upto Rs.20,000/-	Full Powers

41	Powers to execute contracts (including Annual Maintenance contract) on behalf of the Board	Upto Rs. 20,000/- with prior approval of General Manager	--	Upto Rs. 1.00 lac with prior approval of Chief Executive Officer	Full Powers (This power is other than a powers delegated by Executive Committee, Board for the purpose of feasibility study or other sectoral, framework study).
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વંચાણે લીધું :- (૧) બોર્ડ દ્વારા પસાર કરાયેલ ઠરાવ તા.૨૪/૧૧/૨૦૦૩.

(૨) એક્ઝિક્યુટીવ કમિટીની સરક્યુલર ઠરાવ પર મળેલ તા.૧૮/૦૮/૨૦૨૧ની મંજૂરી અનુસાર પ્રસિદ્ધ કરાયેલ પરિપત્ર તા.૨૫/૦૮/૨૦૨૧.

(૩) બોર્ડ દ્વારા પસાર કરાયેલ ઠરાવ તા.૦૧/૦૪/૨૦૨૩.

ઠરાવ :

બોર્ડની ૩૫મી એક્ઝિક્યુટીવ કમિટીની બેઠક કે જે તા.૨૨/૧૦/૨૦૦૩ના રોજ મળેલ તેમાં ડેલીગેશન ઓફ એડમિનિસ્ટ્રેટીવ એન્ડ ફાઇનાન્સીયલ પાવર્સને મંજૂરી આપવામાં આવેલ અને તા.૨૪/૧૧/૨૦૦૩ના ઠરાવથી તેને અમલી બનાવવામાં આવેલ. બોર્ડ દ્વારા હાથ ધરાતા પ્રી-ફીઝીબીલીટી સ્ટડી, ફીઝીબીલીટી સ્ટડી, ટેકનો-ઇકોનોમિક સ્ટડી, સેક્ટોરલ સ્ટડી, માસ્ટર પ્લાનીંગ સ્ટડી, ડેવલપમેન્ટ પ્લાન, પર્યાવરણીય વિષયક અભ્યાસો વિગેરે હાથ ધરવા અને મંજૂર કરવા ઉપરોક્ત ડેલીગેશન ઓફ ફાઇનાન્સીયલ પાવર્સમાં મુખ્ય કારોબારી અધિકારીશ્રીને ક્રમાંક - ૩૩ માં દર્શાવ્યા મુજબ રૂ.૧૦ લાખ સુધીની નાણાંકીય સત્તાઓ આપવામાં આવેલ હતી.


ઉપરોક્ત વંચાણે લીધેલ (૨) અનુસારના પરિપત્રથી એક્ઝિક્યુટીવ કમિટી દ્વારા તા.૧૮/૦૮/૨૦૨૧ના સરક્યુલર ઠરાવથી મુખ્ય કારોબારી અધિકારીશ્રીને સોંપાયેલ ડેલીગેશન ઓફ ફાઇનાન્સીયલ પાવર્સ ક્રમાંક - ૩૩ માં નીચે મુજબનો સુધારો મંજૂર કરવામાં આવેલ છે.

Sr.	Name of Powers	Dy. Manager (P&A)	Dy. Manager (A/c)	General Manager	Chief Executive Officer
33	To approve pre-feasibility, feasibility, Sectoral, Master Planning & EIA studies etc. & release payment to selected agencies/consultants. Also, approve appointment of professional, experts, survey agencies and solicitor firms for the purpose of the Board & Sanction payment thereof.	---	---	---	Up to Rs.50.00 (Fifty Lacs only) lacs per instance (This power is other than a power delegated by EC/Board for releasing payment to consultant for a feasibility and other studies approved)

ઉપરોક્ત ઠરાવમાં બોર્ડ દ્વારા માળખાકીય સુવિધાની યોજનાઓના અભ્યાસો, સ્પેશ્યલ ઇન્વેસ્ટમેન્ટ રીજીયનના વિકાસની યોજનાઓના અભ્યાસો, લોજીસ્ટીક્સ પોલીસી અંતર્ગતના અભ્યાસો, આઇલેન્ડ ડેવલપમેન્ટ વિષયક અભ્યાસો વિગેરે ઝડપથી હાથ ધરી શકાય અને તેના સ્ટ્રક્ચરીંગના ઝડપી નિર્ણય લઇ શકાય તે હેતુથી ગુજરાત ઇન્ફ્રાસ્ટ્રક્ચર ડેવલપમેન્ટ બોર્ડની તા.૦૧/૦૪/૨૦૨૩ના રોજ માનનીય મુખ્યમંત્રીશ્રી અને ચેરમેનશ્રી,

ગુજરાત ઇન્ફ્રાસ્ટ્રક્ચર ડેવલપમેન્ટ બોર્ડની અધ્યક્ષતામાં મળેલી ૩૯મી બોર્ડ બેઠકમાં નીચે મુજબના સુધારા સાથેના ઠરાવને મંજૂરી આપવામાં આવેલ છે.

Sr.	Name of Powers	Dy. Manager (P&A)	Dy. Manager (A/c)	General Manager	Chief Executive Officer
33	To approve pre-feasibility, feasibility, Sectoral, Master Planning & EIA studies etc. & release payment to selected agencies/consultants. Also, approve appointment of professional, experts, survey agencies and solicitor firms for the purpose of the Board & Sanction payment thereof.	---	---	---	Up to Rs.1.00 Crore (One Crore only) per instance (This power is other than a power delegated by EC/Board for releasing payment to consultant for a feasibility and other studies approved)


 મુખ્ય કારોબારી અધિકારી,
 ગુજરાત ઇન્ફ્રાસ્ટ્રક્ચર ડેવલપમેન્ટ બોર્ડ

પ્રતિ,

- બોર્ડના તમામ સભ્યશ્રીઓ

નકલ સવિનય રવાના :-

પ્રતિ,

માનનીય મુખ્યમંત્રીશ્રી અને અધ્યક્ષશ્રી, જીઆઇડીબીના અંગત સચિવશ્રી,
 સ્વણિમ સંકુલ,
 નવા સચિવાલય, ગાંધીનગર.

નકલ સવિનય રવાના :-

- (૧) જનરલ મેનેજરશ્રી, જીઆઇડીબી
- (૨) સીનીયર મેનેજર (એકા), જીઆઇડીબી
- (૩) મુખ્ય કારોબારી અધિકારીશ્રીના એક્ઝીક્યુટીવ આસીસ્ટન્ટ, જીઆઇડીબી

Job responsibilities and description of the officers.

&

**Gujarat Infrastructure Development Board Services
Classification and Recruitment
(General) Regulations , 2005**

&

Recruitment Regulations

**(Approved in the 2nd Human Resource
Committee Meeting held on 16/8/2005)**

**Gujarat Infrastructure Development Board
Block No.18, 8th floor, Udyog Bhavan,
Gandhinagar**

Job responsibilities and description for the post of General Manager.

1. To analyse the five year planning, annual planning and action plan prepared by the Concerned officers and give final look and process it further for approval of the EC/ Board.
2. To monitor the achievements made for each activities laid down in action plan and take all necessary action for faster implementation of planning.
3. To coordinate with all departments about action plan / five year plan of GIDB and attend meetings thereof.
4. To assimilate and examine all proposals / agenda notes submitted to EC/ Board.
5. Overall responsibility pertaining to project development, budget, planning, monitoring, personnel and administration, accounts and IT related functions.
6. Matter regarding rules to be formulated under GID Act, 1999, suggest amendments in rules, regulations or any other matter covered under the Act.
7. To elicit information relating to national and international financial institutions and to ensure co-operation.
8. To set models / procedure / tools to co-ordinate and monitor the projects undertaken in the State and implement the same.
9. Matters regarding World Bank TA proposals and ADB proposals.
10. To act as a Secretary of the all steering committees, Human Resource Committee or any other such committees set up by the Board / EC.
11. To take all action to represent GIDB in national or international platform.
12. To act as reporting officer for all infrastructure sector projects.
13. Matters assigned by CEO.

Job responsibilities and description of Sr. Manager (Sector Officials)

- (1) Planning for the development of Infrastructure projects with Private sector Participation (PSP) in (allotted sectors). Job includes preliminary studies or research activities for project identification to be carried out for the purpose of planning.
- (2) To prepare a shelf of project and prioritization of the same. To undertake all necessary basic study and research activities for the same.
- (3) To undertake feasibility / pre-feasibility / techno-economic / or any other study including following activities.
 - Preparation of Terms of Reference.
 - To prepare the detailed proposal for approval of the study for the submission of EC / Board.
 - To invite RFP from the empanelled consultants, evaluation of the same, award of the study including preparation of agreements, conduct meeting of steering committee, to prepare minutes of the committee and action taken on the decision taken by the committee.
 - To take all necessary action for completion of the study.
- (4) To co-ordinate with the concerned department for the project developed for PSP; to prepare detailed proposal to be submitted to the EC / Board along with the draft concession agreement in consultation with the Department to prepare comments on the agreement proposed by the GoG / Agency.
- (5) To oversee the bidding processes undertaken by the Dept. / Govt. agency for the selection of developer.
- (6) To monitor the implementation of the project and periodical reporting to the Board / E.C. Including designing of various tools for monitoring.
- (7) To move proposals / files to recover the development cost of the project from developer / Govt. agency and also to take necessary action to recover the charges to be claimed under section 32 of the Act.
- (8) To undertake preliminary, basic study to improve the private sector participation in above projects i.e. to design policy guideline, sector reforms, to suggest amendment in present policy, preparation of model concession agreements, regulatory framework etc. To take all necessary action from preparation of such proposals, approvals from various authorities, submission to the Board, co-ordination with the concerned dept. etc. (To be done in house).
- (9) To suggest the promotion plan-project specific / policy specific and co-ordinate for the implementing such plan with concerned officer.
- (10) To perform the functions entrusted by CEO

Job responsibilities and description of Dy. Manager (Sector Officials)

- (1) Planning for the development of Infrastructure projects with Private sector Participation (PSP) in (allotted sectors). Job includes preliminary studies or research activities for project identification to be carried out for the purpose of planning.
- (2) To prepare a shelf of project and prioritization of the same. To undertake all necessary basic study and research activities for the same.
- (3) To undertake feasibility / pre-feasibility / techno-economic / or any other study including following activities.
 - Preparation of Terms of Reference.
 - To prepare the detailed proposal for approval of the study for the submission of EC / Board.
 - To invite RFP from the empanelled consultants, evaluation of the same, award of the study including preparation of agreements, conduct meeting of steering committee, to prepare minutes of the committee and action taken on the decision taken by the committee.
 - To take all necessary action for completion of the study.
- (4) To co-ordinate with the concerned department for the project developed for PSP, to prepare detailed proposal to be submitted to the EC / Board along with the draft concession agreement in consultation with the Department to prepare comments on the agreement proposed by the GoG / Agency.
- (5) To oversee the bidding processes undertaken by the Dept. / Govt. agency for the selection of developer.
- (6) To monitor the implementation of the project and periodical reporting to the Board / E.C. Including designing of various tools for monitoring.
- (7) To move proposals / files to recover the development cost of the project from developer / Govt. agency and also to take necessary action to recover the charges to be claimed under section 32 of the Act.
- (8) To undertake preliminary, basic study to improve the private sector participation in above projects i.e. to design policy guideline, sector reforms, to suggest amendment in present policy, preparation of model concession agreements, regulatory framework etc. To take all necessary action from preparation of such proposals, approvals from various authorities, submission to the Board, co-ordination with the concerned dept. etc. (To be done in house).
- (9) To suggest the promotion plan-project specific / policy specific and co-ordinate for the implementing such plan with concerned officer.
- (10) To perform the functions entrusted by CEO

Job Responsibilities and Description of Dy.Manager (Planning and Monitoring)

- To prepare Annual Plans of the GIDB every year as per the Budget provision and submit the same for the approval of the Board, and to undertake all activities for preparation of Annual Plans including co-ordination with Sector officials and liaison with Government Departments/ agencies.
- To prepare Action Plan - every year - for each activity laid down in annual planning of GIDB and monitoring thereof.
- To closely monitor the financial and physical achievements / progress on Annual Planning and devise monitoring system for the same.
- To conduct meeting (monthly) under the chairmanship of CEO/GM for implementation and monitoring of Annual Planning and Action Plan.
- To prepare Annual Reports of the Board under section 31 of GID Act, 1999, submit the same to the Board for approval and forwarding the same to the Government for laying it to State legislature.
- Correspondence with the State Government Department regarding Planning and Monitoring.
- Over all responsibilities connected with or incidental to preparation and monitoring of Annual Plan and action plan, including Annual reports under section 31 of GID Act, 1999.
- To function as Public Information Officer under RTI Act 2005.
- To function as Liaison officer for State legislative Assembly work and questions.
- The work and responsibilities assigned by the CEO

Job Responsibilities and Description of Dy. Manager (Marketing and System Admin)

- Over all responsibilities to prepare and implement the Annual Plan of Marketing and System Administration.
- To prepare features of the project, detail on concessions and financial structuring of projects developed by GIDB (Feasibility or other studies) and disseminate the same to developer/ investors and act upon the response of them.
- Over all responsibilities on the event planned by GIDB.
- To plan and implement the promotional activities like conducting seminar, workshops, participation in fairs etc.
- To develop, upgrade and maintain the Resource Centre developed by GIDB. Including co-ordination with GOG/Agencies/Research Insti/ Academia, obtain literature from them and regular supply and procurement of the same.
- Fishing of International reputed organization / publishers and process procuring the magazines, periodicals for resource centre. Procure infrastructure related literature available globally.
- To prepare a guideline for membership and use of Resource Centre.
- To prepare and publish News Letter (bi monthly) under the activity of Resource Centre and activities connected therewith and incidental thereto.
- To set up Electronic Library, preparation of MIS and GIS and procurement of IT appliances required for setting up of the same.
- To procure computer hardware, software and peripherals for the system.
- System administration including trouble shooting , maintenance and up gradation of server and maintain a dead stock register of the equipments.
- To prepare and implement media planning
- To function as Assistant Public Information Officer under RTI Act, 2005
- Overall responsibilities connected with and incidental to Marketing, promotion , system administration including resource centre.
- Work assigned by the CEO - GIDB

Job responsibilities and description for the post of Dy. Manager (Secretarial)

1. To prepare and implement the regulations under section 38 (2) (a) of GID Act, 1999 regarding transaction of business of the Board.
2. To prepare regulations of the Board regarding constitution of Executive Committee of the Board and implement the same.
3. To co-ordinate with concerned officer for agenda items to be submitted to Executive Committee and Board meeting.
4. To issue agenda note to the Board/ EC members, attend meetings of EC/ Board, preparation of minutes, matters regarding approval and circulation of minutes.
5. To prepare action taken report for each EC/ Board meetings.
6. To prepare review items for each EC/ Board meetings.
7. To assist General Manager in drafting and preparation of rules under GID Act, 1999 and matter related to GID Act, 1999.
8. Matters assigned by CEO.

Job responsibilities and description for the post of Dy. Manager (Personnel and Admn.)

1. Preparation and implementation of regulations under section 38 (2) © of GID Act,1999.
2. Formulation and implementation of Recruitment rules, service rules for the employees of the Board.
3. Prepare proposals for delegations of financial and administrative powers and implementation and monitoring of the same.
4. Matters pertaining to training of the employees of the Board, framing of HRD and training policies.
5. Constitution of Personnel Committee of the Board and submission of agenda note to these committees and matter related to any business put up before the committee..
6. Implementation of the decision taken by the HR Committee .
7. Matters regarding security, pantry staff and all day to day administrative functions.
8. Matters related to consumable, dead stock , interior, upkeep and maintenance of the office premises including matter pertaining to general administration.
9. All matters pertaining to services of the employees/ policies of personnel department.
10. Matters assigned by CEO.

Job responsibilities and description for the post of Dy. Manager (Accounts)

1. To prepare and implement regulations for the maintenance of the Accounts of the Board under section 30 (1) of GID Act, 1999
2. To prepare and implement regulations for the annual statement of accounts of the Board for each financial year under section 30 (2) of GID Act, 1999
3. Overall functions to conduct audit of the accounts of the Board, submission of the same to EC/ Board and laying it to the State legislature as per the provisions of the Act.
4. Preparation of the Budget and liaison with the State Government for releasing the budgetary provisions and submission of proposal and all related correspondence regarding budget.
5. To function as drawing and disbursing officer.
6. Monitoring and review of the expenditure incurred as per the provision of budget.
7. Matters pertaining to investment of the fund of the Board.
8. Matters pertaining to Pay and allowances of the staff.
9. Matters pertaining to tax liabilities.
10. All matters pertaining to maintenance of Bank accounts.
11. Matters assigned by the CEO.

**GUJARAT INFRASTRUCTURE DEVELOPMENT BOARD
SERVICES CLASSIFICATION AND RECRUITMENT
(GENERAL) REGULATIONS, 2008**

1. Short title, commencement and application:-

In exercise of the powers conferred by – Sub section (2) of Section 26 of the Gujarat Infrastructure Development Act, 1999. Gujarat Infrastructure Development Board hereby makes the following regulations, namely:-

- A. These regulations may be called the Gujarat Infrastructure Development Board Services Classification and Recruitment (General) Regulations, 2008.
- B. These regulations will come into force at once.
- C. These regulations shall apply to every whole time employee of the Board; Provided that employees under specific agreement or arrangement shall not be governed by these regulations or shall be governed by them only subject to such special terms, conditions or stipulations as may be provided for by such agreement or arrangement.

2. Definitions:-

i) In these Regulations, unless the context otherwise requires

(a) "Board" means the "Gujarat Infrastructure Development Board.

(b) "Human Resource Committee" means the Committee of the Gujarat Infrastructure Development Board set up by the Regulation.

- (c) ^{officer} "Chief Executive means the Chief Executive of the Board and in relation to any power exercisable by him includes any ^{officer} officer authorized by him to exercise his powers and function.
- (d) "Appointing Authority" means the authority empowered to make appointment under these regulations
- (e) "Employee" means any person who holds a post under the Board, other than a casual employee, a member of the work charged establishment, a person paid from contingencies and includes any person whose services are temporarily placed at the disposal of the Central Government, State Government, Government undertaking or a local or other authority.
- (f) "Government" means the Government of Gujarat.
- (g) "Service" means any service under the Gujarat Infrastructure Development Board included in regulation - 3 of these rules.
- (h) "Scheduled Caste" means such Caste races or tribes or parts of groups within such caste, races or tribes as are deemed to be scheduled castes in relation to the State of Gujarat under Article 341 of the Constitution of India.

(i) "Scheduled Tribes" means such tribes or tribal Communities or parts of groups within such tribes or tribal communities as are deemed to be scheduled tribes in relation to the State of Gujarat under Article 342 of the Constitution of India.

(j) "Socially and Educationally Backward Class" means such caste, classes and groups as are determined by the State Government as Socially and Educationally Backward Class by Government Resolution, Labour, Social Welfare and Tribal Development Department N. BCR / 1078 / 13734-H dated 1-4-1978.

(ii) Words and expressions not defined but used in these regulations have the same meaning assigned to them in the relevant regulations of State Government.

3. Classification of Services of Gujarat Infrastructure Development Board.

The Services of Gujarat Infrastructure Development Board employees shall be classified as under :-

(a) **Class – I:** Employees working in the Pay Scale of Rs. 8000 and above.

(b) **Class – II:** Employees working in the Pay –Scale of Rs. 6500 - 10500 and above but below the pay – scale of Rs. 8000-13500.

(c) **Class – III** Employees working in the Pay Scale of Rs. 3050-75-3950-80-4590 and above but below the pay scale of Rs. 6500-10500.

- (d) Class-IV Employees working in the Pay-Scale of Rs. 2550-3200 and above but below the pay-scale of Rs. 3050-4590.

Note:- The Board, Human Resource Committee or the authority duly empowered in this behalf may revise this classification from time to time as and when required.

4. **Physical fitness :-**

Subject to the provision of Service Regulations, 2003 of the Gujarat Infrastructure Development Board no person shall be appointed to any service or post, if he has failed to pass such medical test of physical fitness, as may be prescribed by the Board. Provided that where an appointment is made by promotion or transfer of a person already in service, no medical test shall ordinarily be required.

5. **Evidence of Good Character :-**

An appointment to any service or post, otherwise then by promotion or by transfer of a person already in service, shall be subject to the production of such evidence of good character as may required by the Board.

6. **Conditions as to Citizenship of India :-**

Subject to the provisions of these regulations, no person shall be appointed to any service or post unless he is a citizen of India -

7. Conditions as to prescribed qualification :-

- (1) Subject to the provision of these regulations, no person shall be appointed to any service or post, unless he possessed the qualification, if any, prescribed in the rules relating to the recruitment to such service or post (hereinafter referred to as "the prescribed qualifications").
- (2) Where the prescribed qualification include a qualification as to age limit the appointing authority may relax the age limit in favour of candidates belonging to the Scheduled Castes, Scheduled tribes and Socially and Educationally Backward Class to the following extent, that is to say:-
 - (a) In the case of a service or post in the Gujarat Infrastructure Board Service in respect of which the prescribed age limit dose not exceed forty years, the age limit may be relaxed to the extent of five years.
 - (b) In the case of service or post in the Gujarat Infrastructure Board Service in respect of which the prescribed age limit exceeds 40 years but does not exceed 42 years, the age limit may be relaxed to 45 years.
 - (c) In the case of service or post In the Gujarat Infrastructure Development Board Service in respect of which the prescribed age limit exceeds 42 years, the age limit may be relaxed to the extent of three years.

- (3) If in any case it is considered essential by the appointing authority to appoint to any post a candidate who has crossed the age limit prescribed for the service or post or in the case of any post a candidate possessing the prescribed qualification be not available and it is considered by the appointing authority that it is necessary to appoint to such post a candidate who does not possess the prescribed qualifications, the appointing authority shall not appoint such candidate to any such post except with the previous approval of the Human Resource Committee where such approval is sought, the appointing authority shall state fully the reasons for making the appointment.
- (4) If for the purposes of recruitment to any post, applications for appointment to such post are invited by means of a notification or advertisement published in a newspaper or in any other manner than save as otherwise provided in such notification or advertisement, the question whether a candidate applying for such post has crossed the age limit prescribed for such post shall be determined with reference to the first day of the month immediately following the month in which a period of ninety days from the date of the first publication of the notification advertisement or as the case may be advertisement expires and accordingly a candidate shall be deemed to have crossed the age limit if he has attained that age limit before the aforesaid first day of the month.

- (5) Notwithstanding anything to the contrary, contained in any regulations for the time being in force relating to the recruitment to any service or post the upper age limit for the purposes of recruitment prescribed in such rules shall not apply to a candidate who is already in Board Service as a regular employee for continuously for the period of six months and was within the age limit prescribed for the post at the time of his first appointment in Board's Service.

Provided that such upper age limit shall apply to such candidate in a case where recruitment to a post or service is done through competitive examination or by direct selection for which experience has not been prescribed as one of the qualification for such post.

8. Appointment to post and service in Gujarat Infrastructure Development Board.

- (1) An appointment to any service or post included in the service of the Board shall be made by the Board or by an authority duly empowered in that behalf by the Board either:-

- (a) By direct recruitment or
- (b) By promotion from lower cadre or
- (c) By deputation from State Government / Boards / Corporation, or from other appropriate bodies.
- (d) By way of short term contract basis.

fixed.

[Signature]

From amongst the persons satisfying the conditions prescribed in these regulations and other regulations, if any, relating to recruitment to such service or post.

Notwithstanding anything contained in these regulations or any regulations or orders relating to recruitment to any service or post included in the Gujarat Infrastructure Development Board Services, if and when the services and posts reserved for the Scheduled Castes and Scheduled Tribes in appointment by promotion are not filled up even after three recruitment occasions for the reasons of non-availability of eligible persons satisfying the minimum experience in service or post requisite for appointment by promotion laid down in these regulations or orders relating to recruitment or total non availability of Scheduled Castes and Scheduled Tribes in the feeder services or posts, the Human Resource Committee duly empowered in that behalf, shall make appointment even against the service or post meant for appointment by promotion either :

(a) On the result of personal interview held for the purpose, or

(b) By direct selection,

irrespective of whether or not the recruitment regulations prescribed for the service or post provide for appointment by direct selection.

(ii) Where in any regulations or orders relating to recruitment to any service or post, some proportion for appointment by direct selection is laid down, the appointment made under clause (i) above against the

service or post meant for appointment by promotion shall be treated as in addition to the proportion laid down for appointment by direct selection in such regulations or orders and the seniority of such appointees shall be fixed on the same basis as the seniority of others.

- (iii) Where in any regulations or orders relating to recruitment to any service or post, some proportion for appointment by direct selection has not been made, the appointment under clause (i) above, shall resorted to only after prescribing the qualifications as to age, educational qualifications and experience wherever necessary even by issuing executive orders :-

Provided that the qualifications regarding age limit and educational qualifications shall not be lower than those prescribed for analogous service or post in the Gujarat Infrastructure Development Board Services.

- (iv) Where in any regulations or orders relating to recruitment to any service or post, the provision for appointment by direct selection has not been made, the seniority of persons appointed under clause (i) above shall be fixed on the basis of continuous date of joining the appointment.
- (v) The corresponding number of services and posts reserved for the Scheduled Castes and Scheduled Tribes in appointments by promotion for which the appointments are resorted to under clause (i) above, shall be treated as utilized and diminished from the backlog in promotion for the above categories.

9. Period of Probation :-

Notwithstanding anything contained in the relevant regulations relating to the recruitment to any service or post included in the Gujarat Infrastructure Development Board Service, a candidate appointed to any service or post in Gujarat Infrastructure Board by direct selection, shall be on probation for a period up to one year. After the original probationary period or subsequently extended probationary period, as the case may be the Chief Executive Officer shall issue an order to the employee in writing either extending the period of probation or terminating his service.

Provided that the appointing authority may, if it thinks fit in any case, extend the period of probation for a further period not exceeding one year.

10. Procedure for recruitments:-

(A) Procedure for Direct recruitment:-

When recruitment to any post mentioned in recruitment regulations is to be made by direct recruitment, the Board shall invite applications by publishing an advertisement in ~~as~~ ^{more} ~~many as papers~~ ^{and} or on Notice Boards of the Board as considered necessary by the Chief Executive officer specifying the qualifications required to be possessed by the candidate and the number of vacancies likely to be filled in after considering the following aspects:-

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- (a) Number of vacancies which are vacant and likely to arise within one year on account of retirement.
- (b) Specify the number of vacancies reserved for candidates belonging to the Scheduled Castes, Scheduled Tribes Socially, Educationally backward classed, physically handicapped and women.
- (c) The particulars regarding cadres, grades, pay-scales etc. in respect of the posts.

Previous consent of employer:-

Any application for appointment to a post in the Board service made by a candidate, who is already working in the employment of the Government of Gujarat or the Government of any other State or the Central Government or a local authority or a Corporation owned by any such Government shall be rejected, if it has been made without the consent of the employer.

Explanation:-

In case of an applicant employed under the Government of any other State or Central Government the consent of such Government or Corporation shall be presumed if the appointing authority is satisfied from the endorsement of the officer forwarding the application or otherwise that the application has been made in accordance with the rules made by the Government organization concerned.

The committee will consider all applications and :-

- (i) Where a qualifying elimination test for recruitment is prescribed under the regulations or otherwise held such test for the candidates who possess the requisite qualifications and are eligible for the post according to the provisions laid down in such regulation,
- (ii) Where no qualifying elimination test is prescribed, arrange personal interviews of the candidate as eligible for appointment of the post and the suitability of the candidates called for in the interview shall be determined by the Personnel Committee having regard to personality, extra curricular activity, educational qualification, previous experience, general knowledge etc. having regard to the requirements of the post concerned,
- (iii) The Selection Committee may at its discretion, invite more experts to assist Selection Committee at the interviews. The experts so present may take part in the deliberation of the Selection Committee.

After completion of the elimination test or the interview, the Selection Committee shall prepare a select list and a waiting list and forward it to the Chief Executive Officer, recommend advance increments to any of the candidate or candidates giving reasons thereof.

10 (B) (i) Appointment by Promotion :

- (a) Every such appointment in respect of posts created on the staff structure of the Board shall be filled in after taking approval of the Human Resource Committee.
- (b) In making an appointment to any post by promotion, the appointing authority may supercede a employee / officer who is apparently not fit to discharge the duties and responsibilities of the post and where appointment is likely to affect adversely the efficiency of work assigned to that post.
- (c) In making an appointment to any post by promotion, the appointing authority may, consider the professional qualification useful in discharging / performing duties of a post to which he is to be promoted, give due weight age in addition to seniority and merit.
- (ii) **Minimum experience in service or post required for promotion:-**
 - (1) where in any regulations or orders relating to recruitment or promotion to any service or post included in the regulation of Gujarat Infrastructure Development Board Services, the possession of experience in lower service or post for a specified period is not prescribed as a condition precedent to promotion to a higher service or post, the following provision (a) to (e) shall apply-

- (a) No person shall be promoted for a lower post in Class -III service to a higher post in the same service unless he has experience of ~~five~~ years in the post from which he is to be promoted.
- (b) No person shall be promoted from Class-III service to Class-II service, unless he has an experience of ~~five~~ years in Class-III service from which he is to be promoted.
- (c) No person shall be promoted from Class-II service to Class-I service unless he has experience of three years in Class-II service from which he is to be promoted.
- (d) No Person shall be promoted from a lower post in Class-I service to the higher post in the same service unless he has an experience of three years in the post from which he is to be promoted.

Provided that where an appointing authority is satisfied that a person having an experience specified in clause (a),(b),(c),(d) or as the case may be (e) is not available for promotion and that it is in the public interest to fill up the post or service by promotion of a person having experience for a lesser period, it may for reasons to be recorded in writing promote such person who has experience for a period not less than two thirds of the period specified in clause (a),(b),(c),(d) or (e) which applies to him.

- (2) The appointment to any post made by promotion shall be on temporary basis for one year. After completion of one

year, the performance of the employee / officer will be reviewed and if the performance of the employee / officer is found satisfactory, his promotion to the post will be made regular and in case of otherwise, he will be reverted to his original post holding prior to his promotion.

- (3) Where the recruitment to any of the posts mentioned in the recruitment regulations, is to be made by promotion from lower grade or cadre, the Administrative Section of the Board shall furnish the following details to the Promotion Committee:-
- (a) The details of existing vacancy or vacancies exist or likely to arise.
 - (b) The particulars of the person or persons who in the opinion of the Board are fit for promotion in a vacancy or vacancies.
 - (c) Furnish a seniority list of employees / officers eligible to be considered for promotion and those who are considered unfit for such promotion together with full particulars of service, including educational qualifications and other qualifications and up-to-date confidential reports of all such persons, stating reasons for their promotion or super session or exclusion or inclusion in the select list, as the case may be.
- (4) The committee shall consider the proposal submitted by the Administrative Section of the Board and:

Consider the claims of all employees / officers in the light of their record of service and recommendations of the Board.

Recommend the names of employee / Officer and prepare a final select list in order of seniority and performance of employees / officers who in its opinion, are fit for promotion to the higher grade / post or cadre of the Gujarat Infrastructure Development Board services, to the Chief Executive Officer.

(iii) By Deputation:-

Every such appointment shall be made for fixed period from the Central Government / State Government or from any other Board after getting the approval from the Board of Directors / Governing Body or Chief Executive Officer as case may be.

(iv) Contractual Appointment

- (a) The long term Contractual Appointment may be given for the period as may be decided by the HR Committee against the vacant post approved in the staff structure.

Provided that Procuring expert services in the field of Infrastructure is necessary for the objective of organization HR Committee may approved long term Contractual Appointment even the vacant post is not available.

- (b) The person given Contractual Appointment may be designated appropriately by CEO for sake of administrative convenience.
- (c) The remuneration for Contractual Appointment shall be as decided from time to time or as per the terms of contract. The other terms of contract shall be as decided by the CEO – GIDB.

11. Passing of examination after appointment. :-

A person on appointment to any service or post under Board shall be required to pass an examination in Hindi and in Gujarati and such other examination as may be prescribed by the regulations made in that behalf.

12. Confirmation on a post :-

Appointing authority may confirm the employee on the satisfactory completion of probation period.

13. Disqualification for enlisting support :-

Any endeavor on the part of a candidate for service or of any relation of the candidate to enlist support by direct or indirect methods for his application for appointment to Board Service or for promotion for higher appointment shall be held to disqualify the candidate for the appointment or promotion.

14. Appointment by relaxation of Regulations :-

Notwithstanding anything contained in these Regulations, the Board may in the interest of public service-

- (i) Make an appointment to any service or post by a method other than that prescribed under these regulations, or
- (ii) Relax any of the provisions of these regulations;

Provided that no such appointment or relaxation under clause (i) or (ii) above shall be made except in consultation with the Human Resource Committee as the case may be.

15. Modification, amendment or deletion of these rules:-

The Human Resource Committee reserves to itself the right to modify, delete or amend any or all of these Regulations or orders issued there under and to give effect to such modification or amendment or deletion from such date as it may deem fit.

16. Repeal and saving:-

- (i) Any provisions or regulations prescribed for any recruitment in the services of Board here before are hereby repealed.
- (ii) Such repeal shall not affect any action taken or the things done under the regulations so repealed.
- (iii) Services of existing employees shall deemed to be in accordance with these regulations.

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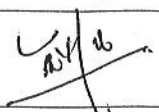

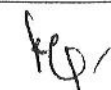
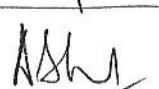
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ઠરાવ

(૧) બોર્ડના મહેકમ પરની જનરલ મેનેજરની જગ્યા ભરવા બોર્ડના રીક્રુટમેન્ટ રેગ્યુલેશન, ૨૦૦૫ માં સેક્શન- ૩ (Recruitment by direct selection) નો નીચે મુજબનો સુધારો સર્વાનુમતે મંજૂર કરવા ઠરાવવામાં આવે છે.

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| 3 | Recruitment by direct selection | To be eligible for appointment by direct selection to the post of General Manager a candidate shall have following; |
| (1) | Essential qualification | <p>(a) Possess Master Degree in Management/Business Administration (Finance).</p> <p>(b) Possess Bachelor Degree in Engineering from recognized University.</p> <p>(c) Computer Literacy is must, person must have atleast knowledge of windows and micro soft office applications.</p> <p>(d) Must have ability to speak, write and read Gujarati, English and Hindi languages.</p> |
| (2) | Desirable qualification | Degree in Law |
| (3) | Experience | Must have atleast 12 years of experience in the field of infrastructure project development, financial structuring, feasibility and techno economic analysis, concession contract designing at senior level position. Experience in policy making on Public Private Partnership in infrastructure projects would be an added advantage. |
| (4) | Age | Not more than 50 years |
| (5) | Probation period | A selected candidate will be on probation for a period of one year. |
| (6) | Selection of the candidate | The selection of the candidate on the post of General Manager shall be made on elimination test or personal interview. |

(૨) બોર્ડના મહેકમ પરની જનરલ મેનેજરની જગ્યા કે જેની ઉપર શ્રીમતી સ્વાતિ જે. બુચ વચનિવૃત્તિ બાદ કરારના ધોરણે સેવાઓ બજાવી રહ્યા છે. તે જગ્યા ડાયરેક્ટ રીક્રુટમેન્ટથી જાહેરાત આપી ભરવા માટે, મુખ્ય કારોબારી અધિકારીશ્રીને અધિકૃત કરવા ઠરાવવામાં આવે છે.

ક્રમ	ચેરમેનશ્રી/સભ્યશ્રીનું નામ અને હોદ્દો	સહી
૧	શ્રી પંકજ જોષી, આઇ.એ.એસ. અધિક મુખ્ય સચિવશ્રી, નાણાં વિભાગ (ચેરમેનશ્રી)	
૨	શ્રી એમ.કે. દાસ, આઇ.એ.એસ. અધિક મુખ્ય સચિવશ્રી, ઉદ્યોગ અને ખાણ વિભાગ (સભ્યશ્રી)	
૩	શ્રી કમલ દયાની, આઇ.એ.એસ. અધિક મુખ્ય સચિવશ્રી, બંદરો અને વાહન-વ્યવહાર વિભાગ (સભ્યશ્રી)	
૪	શ્રી અશ્વનિકુમાર, આઇ.એ.એસ. મુખ્ય કારોબારી અધિકારીશ્રી, જીઆઇડીબી (સભ્યશ્રી)	

Gujarat Infrastructure Development Board
Regulation for the Recruitment of the Dy. General Manager

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Dy. General Manager.

- | | | |
|---|------------------------------|---|
| 1 | Short title and commencement | <p>(1) These Regulations may be called 'the Dy. General Manager Recruitment Regulations, 2005.</p> <p>(2) This shall come into force from the date of issue/publication.</p> |
| 2 | Appointment | <p>(1) Appointment on the Post of Dy. General Manager shall be made by,</p> <p>(a) Promotion of a person of proved merit and efficiency from among the persons :</p> <p>1: Have worked not less than 3 years in cadre of Sr. Manager.</p> |

Provided that where the appointing authority is satisfied that a person having the experience specified in clause (a) above is not available for promotion and that is necessary in the interest of the Board to fill up a post by promotion even of a person having experience for a lesser period, it may, for reasons to be recorded in writing, promote such person who possesses experience of a period of not less than two third of the period specified in clause (a) above.

OR

- (b) By deputation of a person having qualifications and experience suitable to the post.

OR

- (c) On fixed contract, of a person having qualification and experience suitable to the post.

Member Secretary,
Gujarat Infrastructure Development Board

Gujarat Infrastructure Development Board
Regulation for the Recruitment of the Sr. Manager (Sector officials)

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Sr. Manager.

- | | | |
|---|---------------------------------|--|
| 1 | Short title and commencement | (1) These Regulations may be called the Sr. Manager Recruitment Regulations, 2004.
(2) This shall come into force from the date of issue/publication. |
| 2 | Appointment | (1) Appointment on the Post of Sr. Manager shall be made by;
(a) Promotion of a person of proved merit and efficiency from among the persons :

1: Have worked not less than 3 years in the Dy. Manager (Sector officials) cadre.

Provided that where the appointing authority is satisfied that a person having the experience specified in clause (a) above is not available for promotion and that is necessary in the interest of the Board to fill up a post by promotion even of a person having experience for a lesser period, it may, for reasons to be recorded in writing, promote such person who possesses experience of a period of not less than two third of the period specified in clause (a) above.

OR

(b) By deputation of a person having qualifications and experience suitable to the post.

OR

(c) On fixed contract, of a person having qualifications and experience suitable to the post.

OR

(d) By Direct recruitment.

3 |
| | Recruitment by direct selection | To be eligible for appointment by direct selection to the post of Senior Manager a candidate shall have following : |

- | | |
|---|--|
| 4. Essential qualification for direct selection | <p>(a) Possess a Degree or equivalent in Engineering/ Economics / Management / Commerce or any similar specialized Degree with atleast higher second class from recognized University or reputed Institution.,</p> <p>(b) Computer literacy is must, person must have atleast knowledge of windows and Micro Soft office applications.</p> <p>(c) Knowledge of Gujarati, Hindi and English is essential.</p> |
| 5. Desirable qualification for direct recruitment | Degree in Law |
| 6. Desirable experience in similar field | Have 3 years experience in similar field. |
| 7. Age | Not more than 35 years |
| | Provided that upper age limit may be relaxed in favor of a candidate who is already in service of the Board in accordance with the provision of the Gujarat Infrastructure Development Board Employees Classification and recruitment (General) Regulations, 2005 as amended from time to time. |
| 8. Probation period | A candidate will be kept on probation for a period of one year, on completion of the probation period satisfactorily the candidate will be appointed on the post for which he is selected. |
| 9. Training | A candidate appointed shall have to undergo such training as may be prescribed by the Board from time to time. |
| 10. Interview of the candidate | The appointment of a candidate shall be made only on the result of elimination test or personal interview held for this |

Member Secretary,
Gujarat Infrastructure Development Board

Gujarat Infrastructure Development Board
Regulation for the Recruitment of the Sr. Manager

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Sr. Manager.

- | | | |
|---|---------------------------------|---|
| 1 | Short title and commencement | <p>(1) These Regulations may be called the Sr. Manager Recruitment Regulations, 2004.</p> <p>(2) This shall come into force from the date of issue/publication.</p> |
| 2 | Appointment | <p>(1) Appointment on the Post of Sr. Manager shall be made by;</p> <p>(a) Promotion of a person of proved merit and efficiency from among the persons :</p> <p style="margin-left: 40px;">1: Have worked not less than 3 years in the Dy. Manager cadre.</p> <p style="margin-left: 40px;">Provided that where the appointing authority is satisfied that a person having the experience specified in clause (a) above is not available for promotion and that is necessary in the interest of the Board to fill up a post by promotion even of a person having experience for a lesser period, it may, for reasons to be recorded in writing, promote such person who possesses experience of a period of not less than two third of the period specified in clause (a) above.</p> <p style="text-align: center;">OR</p> <p style="margin-left: 40px;">(b) By deputation of a person having qualifications and experience suitable to the post.</p> <p style="text-align: center;">OR</p> <p style="margin-left: 40px;">(c) On fixed contract, of a person having qualifications and experience suitable to the post.</p> <p style="text-align: center;">OR</p> <p style="margin-left: 40px;">(d) By Direct recruitment</p> |
| 3 | Recruitment by direct selection | <p>To be eligible for appointment by direct selection to the post of Senior Manager a candidate shall have following :</p> |

- 4 Essential qualification for direct selection
- (a) Possess a Degree or equivalent in Economics / Management / Commerce/ Planning / Accounts or any similar specialized Degree with atleast higher second class from recognized University or reputed Institution..
 - (b) Computer literacy is must, person must have atleast knowledge of windows and Micro Soft office applications.
 - (c) Knowledge of Gujarati, Hindi and English is essential.
- 5 Desirable qualification for direct recruitment
- 6 Desirable experience in similar field
- 7 Age
- 8 Probation period
- 9 Training
- 10 Interview of the candidate
- Degree in Law
- Have 3 years experience in similar field.
- Not more than 35 years
- Provided that upper age limit may be relaxed in favor of a candidate who is already in service of the Board in accordance with the provision of the Gujarat Infrastructure Development Board Employees Classification and recruitment (General) Regulations, 2005 as amended from time to time.
- A candidate will be kept on probation for a period of one year, on completion of the probation period satisfactorily the candidate will be appointed on the post for which he is selected.
- A candidate appointed shall have to undergo such training as may be prescribed by the Board from time to time.
- The appointment of a candidate shall be made only on the result of elimination test or personal interview held for this

Member Secretary,
Gujarat Infrastructure Development Board

Gujarat Infrastructure Development Board
Regulation for the Recruitment of the Dy. Manager (Sector officials)

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Dy. Manager.

- | | | |
|---|---|---|
| 1 | Short title and commencement | (1) These Regulations may be called the Dy. Manager - Sector officials - Recruitment Regulations, 2004
(2) This shall come into force from the date of issue/publication. |
| 2 | Appointment | (1) Appointment on the Post of Dy. Manager shall be made either by;
(a) By deputation of a person having qualifications and experience prescribed in clause 4 from Govt. departments / Board / Corporation or from other appropriate bodies.
OR
(b) On fixed contract, of a person having qualification and experience suitable to the post.
(c) By direct recruitment. |
| 3 | Recruitment by direct selection | To be eligible for appointment by direct selection to the post of Dy. Manager a candidate shall have following: |
| 4 | Essential Qualifications for direct selection | (a) Possess a Degree or equivalent in Engineering/Economics/Management/Commerce with atleast higher second class from recognized University or reputed Institution.
(b) Computer literacy is must, person must have at least knowledge of Windows and Microsoft Office applications.
(c) Knowledge of Gujarati, Hindi and English is essential. |
| 5 | Desirable qualifications for direct recruitment | Degree in Law |
| 6 | Desirable Experience for direct selection | Have 3 years experience in the similar field. |
| 7 | Age | (a) Not more than 30 years of age. |

Provided that upper age limit may be relaxed in favour of a candidate who is already in service of the Board in accordance with the provision of the Gujarat Infrastructure Development Board. Employees Classification and Recruitment (General) Regulations, 2003, as amended from time to time.

- 8 Probation Period A candidate appointed will be kept on probation for a period of one year. On completion of the probation period satisfactorily the candidate will be appointed on the post for which he is selected.
- 9 Training A candidate appointed shall have to undergo such training as may be prescribed by the Board from time to time.
- 10 Interview of the candidate The appointment of a candidate shall be made only on the result of a elimination test or personal interview held for this purpose by Selection Committee and or appointing authority.

Member Secretary,
Gujarat Infrastructure Development Board

Gujarat Infrastructure Development Board
Regulation for the Recruitment of the Dy. Manager (P&A)

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Dy. Manager (P&A).

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|---|---------------------------------|--|
| 1 | Short title and commencement | <p>(1) These Regulations may be called the Dy. Manager (P&A) Recruitment Regulations, 2004.</p> <p>(2) This shall come into force from the date of issue/publication.</p> |
| 2 | Appointment | <p>(1) Appointment on the Post of Dy. Manager (P&A) shall be made either by;</p> <p>(a) By Promotion of a person of proved merit and efficiency from among the persons :</p> <p>1: Have worked not less than 3 years on the post of Asst. Manager.</p> <p style="margin-left: 40px;">Provided that where the appointing authority is satisfied that a person having the experience specified in clause (a) above is not available for promotion and that is necessary in the interest of the Board to fill up a post by promotion even of a person having experience for a lesser period, it may, for reasons to be recorded in writing, promote such person who possesses experience of a period of not less than two third of the period specified in clause (a) above.</p> <p style="text-align: center;">OR</p> <p>(b) By deputation of a person having qualifications and experience prescribed in clause 3(a) from Govt. departments / Board / Corporation or from other appropriate bodies.</p> <p style="text-align: center;">OR</p> <p>(c) On fixed contract, of a person having qualification and experience suitable to the post.</p> <p style="text-align: center;">OR</p> <p>(d) By direct recruitment.</p> |
| 3 | Recruitment by direct selection | <p>To be eligible for appointment by direct selection to the post of Dy. Manager (P&A) a candidate shall have following :</p> |

- 4 Essential Qualifications for direct selection
 - (a) Possess a Degree or equivalent in any discipline with atleast higher second class from recognized University or reputed Institution.
 - (b) Must possess Post Graduate Diploma in Human Resource Management / Personnel Management
 - (b) Computer literacy is must, person must have at least knowledge of Windows and Microsoft Office applications.
 - (c) Knowledge of Gujarati, Hindi and English is essential.
- 5 Desirable qualifications for direct recruitment
 - (a) Degree in Law
- 6 Desirable Experience for direct selection

Have 3 year's of experience in similar field.
- 7 Age
 - (a) Not more than 30 years of age.

Provided that upper age limit may be relaxed in favour of a candidate who is already in service of the Board in accordance with the provision of the Gujarat Infrastructure Development Board. Employees Classification and Recruitment (General) Regulations, 2003, as amended from time to time.
- 8 Probation Period

A candidate appointed will be kept on probation for a period of one year. On completion of the probation period satisfactorily the candidate will be appointed on the post for which he is selected.
- 9 Training

A candidate appointed shall have to undergo such training as may be prescribed by the Board from time to time.
- 10 Interview of the candidate

The appointment of a candidate shall be made only on the result of a elimination test or personal interview held for this purpose by Selection Committee and or appointing authority.

Member Secretary,
Gujarat Infrastructure Development Board

Gujarat Infrastructure Development Board
Regulation for the Recruitment of the Dy. Manager (Secretarial)

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Dy. Manager (Secretarial).

- | | | |
|---|------------------------------|--|
| 1 | Short title and commencement | (1) These Regulations may be called the Dy. Manager (Secretarial) Recruitment Regulations, 2004. |
| | | (2) This shall come into force from the date of issue/publication. |
| 2 | Appointment | (1) Appointment on the Post of Dy. Manager (Secretarial) shall be made either by; |

- (a) By Promotion of a person of proved merit and efficiency from among the persons :
- 1: Have worked not less than 3 years on the post of Asst. Manager and having knowledge of secretarial functions.

Provided that where the appointing authority is satisfied that a person having the experience specified in clause (a) above is not available for promotion and that is necessary in the interest of the Board to fill up a post by promotion even of a person having experience for a lesser period, it may, for reasons to be recorded in writing, promote such person who possesses experience of a period of not less than two third of the period specified in clause (a)(1) above.

OR

- (b) By deputation of a person having qualifications and experience prescribed in clause 4 from Govt. departments / Board / Corporation or from other appropriate bodies.

OR

- (c) On fixed contract, of a person having qualification and experience suitable to the post.

OR

- (d) By direct recruitment.

- | | | |
|----|---|---|
| 3 | Recruitment by direct selection | To be eligible for appointment by direct selection to the post of Dy. Manager (Secretarial) a candidate shall have following : |
| 4 | Essential Qualifications for direct selection | <p>Possess a degree or equivalent in any discipline with atleast higher second class from recognized University or reputed Institution and Post Graduate Diploma in Management.</p> <p>(b) Computer literacy is must, person must have at least knowledge of Windows and Microsoft Office applications.</p> <p>(c) Knowledge of Gujarati, Hindi and English is essential.</p> |
| 5 | Desirable qualifications for direct recruitment | Degree in Law |
| 6 | Desirable Experience for direct selection | Have 3 year's of experience in a similar field. |
| 7 | Age | <p>Not more than 30 years of age.</p> <p>Provided that upper age limit may be relaxed in favour of a candidate who is already in service of the Board in accordance with the provision of the Gujarat Infrastructure Development Board. Employees Classification and Recruitment (General) Regulations, 2003, as amended from time to time.</p> |
| 8 | Probation Period | A candidate appointed will be kept on probation for a period of one year. On completion of the probation period satisfactorily the candidate will be appointed on the post for which he is selected. |
| 9 | Training | A candidate appointed shall have to undergo such training as may be prescribed by the Board from time to time. |
| 10 | Interview of the candidate | The appointment of a candidate shall be made only on the result of a elimination test or personal interview held for this purpose by Selection Committee and or appointing authority. |

Member Secretary,
Gujarat Infrastructure Development Board

Gujarat Infrastructure Development Board
Regulation for the Recruitment of the Dy. Manager (Accounts)

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Dy. Manager (Accounts).

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|---|---------------------------------|---|
| 1 | Short title and commencement | (1) These Regulations may be called the Dy. Manager (Accounts) Recruitment Regulations, 2004.
(2) This shall come into force from the date of issue/publication. |
| 2 | Appointment | <p>(1) Appointment on the Post of Dy. Manager (Accounts) shall be made either by;</p> <p>(a) By Promotion of a person of proved merit and efficiency from among the persons :</p> <p>1: Have worked not less than 3 years on the post of Asst. Manager.</p> <p>Provided that where the appointing authority is satisfied that a person having the experience specified in clause (a) above is not available for promotion and that is necessary in the interest of the Board to fill up a post by promotion even of a person having experience for a lesser period, it may, for reasons to be recorded in writing, promote such person who possesses experience of a period of not less than two third of the period specified in clause (a) (1) above.</p> <p>OR</p> <p>(b) By deputation of a person having qualifications and experience prescribed in clause 4 from Govt. departments / Board / Corporation or from other appropriate bodies.</p> <p>OR</p> <p>(c) On fixed contract, of a person having qualification and experience suitable to the post.</p> <p>OR</p> <p>(d) By direct recruitment.</p> |
| 3 | Recruitment by direct selection | To be eligible for appointment by direct selection to the post of Dy. Manager (Accounts) a candidate shall have following : |

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|----|---|---|
| 4 | Essential Qualifications for direct selection | <p>(a) Possess a Masters degree or equivalent in Commerce with atleast higher second class from recognized University or reputed Institution.</p> <p>(b) Computer literacy is must; person must have at least knowledge of Windows and Microsoft Office applications.</p> <p>(c) Knowledge of Gujarati, Hindi and English is essential.</p> |
| 5 | Desirable qualifications for direct recruitment | Degree in Law |
| 6 | Desirable Experience for direct selection | Have 3 year's of experience in a similar field. |
| 7 | Age | <p>Not more than 30 years of age.</p> <p>Provided that upper age limit may be relaxed in favour of a candidate who is already in service of the Board in accordance with the provision of the Gujarat Infrastructure Development Board. Employees Classification and Recruitment (General) Regulations, 2003, as amended from time to time.</p> |
| 8 | Probation Period | A candidate appointed will be kept on probation for a period of one year. On completion of the probation period satisfactorily the candidate will be appointed on the post for which he is selected. |
| 9 | Training | A candidate appointed shall have to undergo such training as may be prescribed by the Board from time to time. |
| 10 | Interview of the candidate | The appointment of a candidate shall be made only on the result of a elimination test or personal interview held for this purpose by Selection Committee and or appointing authority. |

Member Secretary,
Gujarat Infrastructure Development Board

Gujarat Infrastructure Development Board
Regulation for the Recruitment of the Asst. Manager (Systems)

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Asst. Manager (Systems).

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| 1 | Short title and commencement | <p>(1) These Regulations may be called the Asst. Manager (Systems) Recruitment Regulations, 2004.</p> <p>(2) This shall come into force from the date of issue/publication.</p> |
| 2 | Appointment | <p>(1) Appointment on the Post of Asst. Manager (Systems) shall be made either by;</p> <p>(a) By deputation of a person having qualifications and experience prescribed in clause 4 from Govt. departments / Board / Corporation or from other appropriate bodies.</p> <p style="text-align: center;">OR</p> <p>(b) On fixed contract, of a person having qualification and experience suitable to the post.</p> <p style="text-align: center;">OR</p> <p>(c) By direct recruitment.</p> |
| 3 | Recruitment by direct selection | <p>To be eligible for appointment by direct selection to the post of Asst. Manager (Systems) a candidate shall have following:</p> |
| 4 | Essential Qualifications for direct selection | <p>(a) B.E. Electronics or BE Computers from recognized University or reputed Institution.</p> <p>(b) Knowledge of Gujarati, Hindi and English is essential.</p> |
| 5 | Desirable Experience for direct selection | <p>Have 3 year's of experience in a similar field.</p> |
| 6 | Age | <p>Not more than 30 years of age.</p> <p>Provided that upper age limit may be relaxed in favour of a candidate who is already in service of the Board in accordance with the provision of the Gujarat Infrastructure Development Board. Employees Classification and Recruitment (General) Regulations, 2003, as amended from time to time.</p> |

7. Probation Period . A candidate appointed will be kept on probation for a period of one year. On completion of the probation period satisfactorily the candidate will be appointed on the post for which he is selected.
8. Training A candidate appointed shall have to undergo such training as may be prescribed by the Board from time to time.
9. Interview of the candidate The appointment of a candidate shall be made only on the result of a elimination test or personal interview held for this purpose by Selection Committee and or appointing authority.

Member Secretary,
Gujarat Infrastructure Development Board

Gujarat Infrastructure Development Board
Regulation for the Recruitment of the Asst. Manager (Resource Center)

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Asst. Manager (Resource Center).

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|---|---|--|
| 1 | Short title and commencement | (1) These Regulations may be called the Asst. Manager (Resource Center) Recruitment Regulations, 2004.
(2) This shall come into force from the date of issue/publication. |
| 2 | Appointment | (1) Appointment on the Post of Asst. Manager (Resource Center) shall be made either by;
(a) By deputation of a person having qualifications and experience prescribed in clause 3(a) from Govt. departments / Board / Corporation or from other appropriate bodies.
OR
(b) On fixed contract, of a person having qualification and experience suitable to the post.

OR
(c) By direct recruitment. |
| 3 | Recruitment by direct selection | To be eligible for appointment by direct selection to the post of Asst. Manager (Resource Center & Library) a candidate shall have following : |
| 4 | Essential Qualifications for direct selection | (a) Possess a Bachelors degree in Library Science with atleast higher second class from recognized University or reputed Institution.
(b) Computer literacy is must, person must have at least knowledge of Windows and Microsoft Office applications.
(c) Knowledge of Gujarati, Hindi and English is essential. |
| 5 | Desirable Experience for direct selection | Have 3 year's of experience in a similar field. |
| 6 | Age | Not more than 30 years of age.

Provided that upper age limit may be relaxed in favour of a candidate who is already in service of the Board in |

accordance with the provision of the Gujarat Infrastructure Development Board. Employees Classification and Recruitment (General) Regulations, 2003, as amended from time to time.

7 Probation Period

A candidate appointed will be kept on probation for a period of one year. On completion of the probation period satisfactorily the candidate will be appointed on the post for which he is selected.

8 Training

A candidate appointed shall have to undergo such training as may be prescribed by the Board from time to time.

9 Interview of the candidate

The appointment of a candidate shall be made only on the result of a elimination test or personal interview held for this purpose by Selection Committee and or appointing authority.

Member Secretary,
Gujarat Infrastructure Development Board

Gujarat Infrastructure Development Board
Regulation for the Recruitment of the Asst. Manager

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Asst. Manager.

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|---|---|--|
| 1 | Short title and commencement | <p>(1) These Regulations may be called the Asst. Manager Recruitment Regulations, 2004.</p> <p>(2) This shall come into force from the date of issue/publication.</p> |
| 2 | Appointment | <p>(1) Appointment on the Post of Asst. Manager shall be made either by;</p> <p>(a) By Promotion of a person of proved merit and efficiency from among the persons :</p> <p>1: Have worked not less than 5 years on the post of Jr. Manager.</p> <p style="padding-left: 40px;">Provided that where the appointing authority is satisfied that a person having the experience specified in clause (a) above is not available for promotion and that is necessary in the interest of the Board to fill up a post by promotion even of a person having experience for a lesser period, it may, for reasons to be recorded in writing, promote such person who possesses experience of a period of not less than two third of the period specified in clause (a) above.</p> <p style="text-align: center;">OR</p> <p>(b) By deputation of a person having qualifications and experience prescribed in clause 4 from Govt. departments / Board / Corporation or from other appropriate bodies.</p> <p style="text-align: center;">OR</p> <p>(c) On fixed contract, of a person having qualification and experience suitable to the post.</p> <p style="text-align: center;">OR</p> <p>(d) By direct recruitment.</p> |
| 3 | Recruitment by direct selection | To be eligible for appointment by direct selection to the post of Asst. Manager a candidate shall have following : |
| 4 | Essential Qualifications for direct selection | <p>(a) Possess a Masters degree or equivalent in Accounts/ Management/Commerce/Economics and Statistics from a recognized University or reputed Institution.</p> |

- (b) Computer literacy is must; person must have at least knowledge of Windows and Microsoft Office applications.
- (c) Knowledge of Gujarati, Hindi and English is essential.
- 5 Desirable Experience for direct selection Have 3 year's of experience in a similar field.
- 6 Age Not more than 30 years of age.
- Provided that upper age limit may be relaxed in favour of a candidate who is already in service of the Board in accordance with the provision of the Gujarat Infrastructure Development Board. Employees Classification and Recruitment (General) Regulations, 2003, as amended from time to time.
- 7 Probation Period A candidate appointed will be kept on probation for a period of one year. On completion of the probation period satisfactorily the candidate will be appointed on the post for which he is selected.
- 8 Training A candidate appointed shall have to undergo such training as may be prescribed by the Board from time to time.
- 9 Interview of the candidate The appointment of a candidate shall be made only on the result of a elimination test or personal interview held for this purpose by Selection Committee and or appointing authority.

Member Secretary,
Gujarat Infrastructure Development Board

Gujarat Infrastructure Development Board
Regulation for the Recruitment of the Steno Grade-I.

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Steno Grade-I.

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|---|---|---|
| 1 | Short title and commencement | (1) These Regulations may be called the Steno Grade-I Recruitment Regulations, 2004.
(2) This shall come into force from the date of issue/publication. |
| 2 | Appointment | (1) Appointment on the Post of Steno Grade-I shall be made either by:
(a) By deputation of a person having qualifications and experience prescribed in clause 3(a) from Govt. departments / Board / Corporation from other appropriate bodies.

OR
(b) On fixed contract, of a person having qualification and experience suitable to the post.

OR
(c) By direct recruitment. |
| 3 | Recruitment by direct selection | To be eligible for appointment by direct selection to the post of Steno Grade-I a candidate shall have following : |
| 4 | Essential Qualifications for direct selection | (a) Possess a Bachelors degree or equivalent in any discipline from recognized University or reputed Institution having speed of 120 words per minute in English stenography and 40 words per minute in English typing. In case of Gujarati Stenographer, should have a speed of 90 words per minute in stenography and 40 words per minute in Gujarati typing.
(b) Computer literacy is must; person must have at least knowledge of Windows and Microsoft Office applications.
(c) Knowledge of Gujarati, Hindi and English is essential. |
| 5 | Desirable Experience for direct selection | Have 3 year's of experience in a similar field. |
| 6 | Age | Not more than 30 years of age. |

Provided that upper age limit may be relaxed in favour of a candidate who is already in service of the Board in accordance with the provision of the Gujarat Infrastructure Development Board. Employees Classification and Recruitment (General) Regulations, 2003, as amended from time to time.

7 Probation Period

A candidate appointed will be kept on probation for a period of one year. On completion of the probation period satisfactorily the candidate will be appointed on the post for which he is selected.

8 Training

A candidate appointed shall have to undergo such training as may be prescribed by the Board from time to time.

9 Interview of the candidate

The appointment of a candidate shall be made only on the result of a elimination test or personal interview held for this purpose by Selection Committee and or appointing authority.

Member Secretary,
Gujarat Infrastructure Development Board

Gujarat Infrastructure Development Board
Regulation for the Recruitment of the Jr. Manager

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Jr. Manager.

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|---|---------------------------------|--|
| 1 | Short title and commencement | <p>(1) These Regulations may be called the Jr. Manager Recruitment Regulations, 2004</p> <p>(2) This shall come into force from the date of issue/publication.</p> |
| 2 | Appointment | <p>(1) Appointment on the Post of Jr. Manager shall be made either by;</p> <p>(a) By Promotion of a person of proved merit and efficiency from among the persons :</p> <p style="margin-left: 40px;">1. Have worked not less than 3 years on the post of Assistant in Personnel Administration / Accounts / Planning / Receptionist and as Personal Secretary (Steno Grade 3).</p> <p style="margin-left: 40px;">Provided that where the appointing authority is satisfied that a person having the experience specified in clause (a) above is not available for promotion and that is necessary in the interest of the Board to fill up a post by promotion even of a person having experience for a lesser period, it may, for reasons to be recorded in writing, promote such person who possesses experience of a period of not less than two third of the period specified in clause (a) above.</p> <p style="margin-left: 40px;">OR</p> <p>(b) By deputation of a person having qualifications and experience prescribed in clause 4 from Govt. departments / Board / Corporation or from other appropriate bodies.</p> <p style="margin-left: 40px;">OR</p> <p>(c) On fixed contract, of a person having qualification and experience suitable to the post.</p> <p style="margin-left: 40px;">OR</p> <p>(c) By direct recruitment.</p> |
| 3 | Recruitment by direct selection | <p>To be eligible for appointment by direct selection to the post of Jr. Manager a candidate shall have following :</p> |

- 4 Essential Qualifications for direct selection
 - (a) Possess a Bachelors degree or equivalent in Commerce/ Statistics/Economics/Management from recognized University or reputed Institution.
 - (b) Computer literacy is must; person must have at least knowledge of Windows and Microsoft Office applications.
 - (c) Knowledge of Gujarati, Hindi and English is essential.
- 5 Desirable Experience for direct selection

Have 3 year's of experience in a similar field.
- 6 Age

Not more than 30 years of age.

Provided that upper age limit may be relaxed in favour of a candidate who is already in service of the Board in accordance with the provision of the Gujarat Infrastructure Development Board. Employees Classification and Recruitment (General) Regulations, 2003, as amended from time to time.
- 7 Probation Period

A candidate appointed will be kept on probation for a period of one year. On completion of the probation period satisfactorily the candidate will be appointed on the post for which he is selected.
- 8 Training

A candidate appointed shall have to undergo such training as may be prescribed by the Board from time to time.
- 9 Interview of the candidate

The appointment of a candidate shall be made only on the result of a elimination test or personal interview held for this purpose by Selection Committee and or appointing authority.

Member Secretary,
Gujarat Infrastructure Development Board

Gujarat Infrastructure Development Board
Regulation for the Recruitment of the Assistant

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Assistant.

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| 1 | Short title and commencement | <p>(1) These Regulations may be called the Assistant Recruitment Regulations, 2004</p> <p>(2) This shall come into force from the date of issue/publication.</p> |
| 2 | Appointment | <p>(1) Appointment on the Post of Assistant shall be made either by;</p> <p>(a) By Promotion of a person of proved merit and efficiency from among the persons :</p> <p>1: Have worked not less than 5 years on the post of Clerk, Typist, Receptionist, Library Assistant etc.</p> <p style="margin-left: 40px;">Provided that where the appointing authority is satisfied that a person having the experience specified in clause (a) above is not available for promotion and that is necessary in the interest of the Board to fill up a post by promotion even of a person having experience for a lesser period: it may, for reasons to be recorded in writing, promote such person who possesses experience of a period of not less than two third of the period specified in clause (a) above.</p> <p style="margin-left: 40px;">OR</p> <p>(b) By deputation of a person having qualifications and experience prescribed in clause 4 from Govt. departments / Board / Corporation or from other appropriate bodies.</p> <p>(c) On fixed contract, of a person having qualification and experience suitable to the post.</p> <p style="margin-left: 40px;">OR</p> <p>(d) By direct recruitment.</p> |
| 3 | Recruitment by direct selection | <p>To be eligible for appointment by direct selection to the post of Assistant, a candidate shall have following :</p> |
| 4 | Essential Qualifications for direct selection | <p>(a) Possess a Bachelors degree or equivalent in any discipline from recognized University or reputed Institution.</p> |

- 5 Desirable Experience for direct selection
- (b) Computer literacy is must, person must have at least knowledge of Windows and Microsoft Office applications.
- (c) Knowledge of Gujarati, Hind and English is essential. Have atleast 2 year's of experience in a similar field.
- 6 Age
- Not more than 30 years of age.
- Provided that upper age limit may be relaxed in favour of a candidate who is already in service of the Board in accordance with the provision of the Guajrat Infrastructure Development Board. Employees Classification and Recruitment (General) Regulations, 2003, as amended from time to time.
- 7 Probation Period
- A candidate appointed will be kept on probation for a period of one year. On completion of the probation period satisfactorily the candidate will be appointed on the post for which he is selected.
- 8 Training
- A candidate appointed shall have to undergo such training as may be prescribed by the Board from time to time.
- 9 Interview of the candidate
- The appointment of a candidate shall be made only on the result of a elimination test or personal interview held for this purpose by Selection Committee and or appointing authority.

Member Secretary,
Gujarat Infrastructure Development Board

Gujarat Infrastructure Development Board
Regulation for the Recruitment of the Steno Grade III

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Steno Grade III.

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| 1 | Short title and commencement | (1) These Regulations may be called the Steno Grade III Recruitment Regulations, 2004.
(2) This shall come into force from the date of issue/publication. |
| 2 | Appointment | (1) Appointment on the Post of Steno Grade III shall be made either by;
(b) By deputation of a person having qualifications and experience prescribed in clause 4 from Govt. departments Board / Corporation or from other appropriate bodies.

OR
(c) On fixed contract, of a person having qualification and experience suitable to the post.

OR
(d) By direct recruitment. |
| 3 | Recruitment by direct selection | To be eligible for appointment by direct selection to the post of Steno Grade III a candidate shall have following : |
| 4 | Essential Qualifications for direct selection | (a) Possess a Bachelors degree or equivalent in any discipline from recognized University or reputed Institution having a speed of 80 words per minute in Stenography and 30 words per minute in Typing and in case of Gujarati Steno, should have a speed of 70 words per minute in stenography and 30 words per minute in Gujarati Typing.
(b) Computer literacy is must, person must have at least knowledge of Windows and Microsoft Office applications.
(c) Knowledge of Gujarati, Hindi and English is essential. |
| 5 | Essential Experience for direct selection | Have atleast 2 year's of experience in as a Stenographer in any Govt. Board/Corporation or large industrial organization. |
| 6 | Age | Not more than 28 years of age. |

Provided that upper age limit may be relaxed in favour of a candidate who is already in service of the Board in accordance with the provision of the Gujarat Infrastructure Development Board. Employees Classification and Recruitment (General) Regulations, 2003, as amended from time to time.

7 Probation Period

A candidate appointed will be kept on probation for a period of one year. On completion of the probation period satisfactorily the candidate will be appointed on the post for which he is selected.

8 Training

A candidate appointed shall have to undergo such training as may be prescribed by the Board from time to time.

9 Interview of the candidate

The appointment of a candidate shall be made only on the result of a elimination test or personal interview held for this purpose by Selection Committee and or appointing authority.

Member Secretary.
Gujarat Infrastructure Development Board

Gujarat Infrastructure Development Board
**Regulation for the Recruitment of the Clerk/Typist/Library Assistant/
Receptionist/Computer Operator**

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Clerk/Typist/Library Assistant/Receptionist/Computer Operator.

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|---|---|---|
| 1 | Short title and commencement | (1) These Regulations may be called the Clerk/Typist/Library Assistant/Receptionist/Computer Operator Recruitment Regulations, 2004.
(2) This shall come into force from the date of issue/publication. |
| 2 | Appointment | (1) Appointment on the Post of Clerk/Typist/Library Assistant/Receptionist/Computer Operator shall be made either by:
(a) By deputation of a person having qualifications and experience prescribed in clause 4 from Govt. departments / Board / Corporation or from other appropriate bodies.
OR
(b) On fixed contract, of a person having qualification and experience suitable to the post.
OR
(c) By direct recruitment. |
| 3 | Recruitment by direct selection | To be eligible for appointment by direct selection to the post of Clerk / Typist / Library Assistant / Receptionist / Computer Operator a candidate shall have following : |
| 4 | Essential Qualifications for direct selection | (a) Possess a Bachelors degree or equivalent in any discipline from recognized University or reputed Institution.
In case of Typist must possess typing speed of 40 w.p.m. in English or 25 w.p.m. in Gujarati typing.
(b) Computer literacy is must, person must have at least knowledge of Windows and Microsoft Office applications.
(c) Knowledge of Gujarati, Hindi and English is essential. |
| 5 | Age | Not more than 28 years of age. |

Provided that upper age limit may be relaxed in favour of a candidate who is already in service of the Board in accordance with the provision of the Gujarat Infrastructure

Development Board. Employees Classification and Recruitment (General) Regulations, 2003, as amended from time to time.

6 Probation Period

A candidate appointed will be kept on probation for a period of one year. On completion of the probation period satisfactorily the candidate will be appointed on the post for which he is selected.

7 Training

A candidate appointed shall have to undergo such training as may be prescribed by the Board from time to time.

8 Interview of the candidate

The appointment of a candidate shall be made only on the result of a elimination test or personal interview held for this purpose by Selection Committee and or appointing authority.

Member Secretary,
Gujarat Infrastructure Development Board

**Gujarat Infrastructure Development Board
Regulation for the Recruitment of the Driver**

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Driver.

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|---|---|--|
| 1 | Short title and commencement | (1) These Regulations may be called the Driver Recruitment Regulations, 2004.
(2) This shall come into force from the date of issue/publication. |
| 2 | Appointment | (1) Appointment on the Post of Driver shall be made either by;
(a) By deputation of a person having qualifications and experience prescribed in clause 4 from Govt. departments / Board / Corporation or from other appropriate bodies.
OR
(b) On fixed contract, of a person having qualification and experience suitable to the post.

OR
(c) By direct recruitment. |
| 3 | Recruitment by direct selection | To be eligible for appointment by direct selection to the post of Driver a candidate shall have following : |
| 4 | Essential Qualifications for direct selection | (a) Have passed SSC Board Certificate Examination or equivalent and Having Authorized License for driving Light Motor Vehicle.
(b) Knowledge of Gujarati, Hindi is essential. |
| 5 | Age | Not more than 35 years of age. |

Provided that upper age limit may be relaxed in favour of a candidate who is already in service of the Board in accordance with the provision of the Gujarat Infrastructure Development Board. Employees Classification and Recruitment (General) Regulations, 2003, as amended from time to time.

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| 6 | Probation Period | A candidate appointed will be kept on probation for a period of one year. On completion of the probation period satisfactorily the candidate will be appointed on the post |
|---|------------------|--|

for which he is selected.

7 Training

A candidate appointed shall have to undergo such training as may be prescribed by the Board from time to time.

8 Interview of the candidate

The appointment of a candidate shall be made only on the result of a elimination test or personal interview held for this purpose by Selection Committee and or appointing authority.

Member Secretary,
Gujarat Infrastructure Development Board

**Gujarat Infrastructure Development Board
Regulation for the Recruitment of the Peon**

In exercise of the powers conferred by Sub-section (2) of section 26 of the Gujarat Infrastructure Development Act, 1999 Gujarat Infrastructure Development Board hereby makes the following regulations to provide for regulating the recruitment to the post of Clerk/Typist/Library Assistant/Receptionist/Computer Operator.

- | | | |
|---|---|--|
| 1 | Short title and commencement | (1) These Regulations may be called the Peon Recruitment Regulations, 2004.
(2) This shall come into force from the date of issue/publication. |
| 2 | Appointment. | (1) Appointment on the Post of Peon shall be made either by;
(a) By deputation of a person having qualifications and experience prescribed in clause 4 from Govt. departments / Board / Corporation or from other appropriate bodies.

OR
(b) On fixed contract, of a person having qualification and experience suitable to the post.

OR
(c) By direct recruitment. |
| 3 | Recruitment by direct selection | To be eligible for appointment by direct selection to the post of Peon a candidate shall have following : |
| 4 | Essential Qualifications for direct selection | (a) Have passed 8 th standard or higher than that.

(b) Knowledge of Gujarati, Hindi is essential. |
| 5 | Essential experience for direct selection | Have atleast one year experience in Government Board/Corpo or other appropriate bodies. |
| 6 | Age | Not more than 26 years of age. |

Provided that upper age limit may be relaxed in favour of a candidate who is already in service of the Board in accordance with the provision of the Gujarat Infrastructure Development Board. Employees Classification and Recruitment (General) Regulations, 2003, as amended from time to time.

7 Probation Period

A candidate appointed will be kept on probation for a period of one year. On completion of the probation period satisfactorily the candidate will be appointed on the post for which he is selected.

8 Training

A candidate appointed shall have to undergo such training as may be prescribed by the Board from time to time.

9 Interview of the candidate

The appointment of a candidate shall be made only on the result of a elimination test or personal interview held for this purpose by Selection Committee and or appointing authority.

Member Secretary,
Gujarat Infrastructure Development Board

Manual - 3

The Procedure followed in the decision making process, including channels of supervision and accountability

Gujarat Infrastructure Development Board's mandate is to pave way for fast track implementation of infrastructure projects. GIDB identifies and gets projects prepared, conduct feasibility studies, recommends risk-sharing mechanisms and monitor the progress of the projects.

The Gujarat Infrastructure Development Board approves the feasibility studies to be carried out and recommends the concession agreements across the sectors. The proposals are prepared by respective officials in GIDB, which are placed before the Executive Committee for approval by the Chief Executive. The Executive committee consists of Minister – Industries, Government of Gujarat as Chairman and all the other members including the Chief Secretary and other Secretaries.

On recommendation of the Executive Committee, the proposal is put up before the Gujarat Infrastructure Development Board for approval. Feasibility studies costing Rs. 1.5 crores and above are put up to the Board for approval, while all other proposals like concession agreements etc. are also put up to the Board for final recommendation. The GIDB Board is chaired by the Chief Minister of Gujarat, other Ministers and Secretaries of the Government as director.

Because of long gestation periods of infrastructure projects and the high risk attached with infrastructure projects, developing an infrastructure project is like putting together a jigsaw puzzle. To reduce the consequent uncertainties attached with these projects, the Board has worked out a cycle for their implementation. This, of course, is only a broad framework to bring in better focus.

Project Life Cycle



This project cycle is supported by Gujarat Infrastructure development Act – 1999 on Public private partnership and other sector specific laws and policies, which support the stages of the project cycle. The GID Act, the fountainhead of project cycle, establishes procedure for private sector participation.

The selection of developer is the key to successful execution of a project. Gujarat Infrastructure Development Board provides for a level playing field and transparent mechanism for this. They are:

- International Competitive Bidding
- Challenge Route, Which has a Component of limited competitive Bidding.

The procedure under section–9 of GID Act for International Competitive Bidding

- A Techno Economic feasibility study is carried out by GIDB/Government department which is approved in GIDB.
- Project is put up for Competitive Bidding by the steering committee/ implementing agency.
- The process followed is as under :
 - Advertise for Pre-qualification Pre-qualify on three areas: legal, financial capability and experience
 - RFP Two-stage bidding process: technical and financial
 - Bid security and performance security required for bidders

On selection of the Developer, the proposal along with the final negotiated Concession agreement is forwarded to GIDB for approval.

- The GIDB Sector official evaluates the proposal and puts up to the Board for recommendation.
- On recommendation of the GIDB Board, the Concession agreement gets formal approval of the Government and is executed by the implementing agency.

The procedure under section 10 of GID Act for Challenge Route

- One can divide the unsolicited proposal process into three stages –
 - a) acceptance by the procurer (Government) that the project prime facie is of interest,
 - b) detailed negotiations to arrive at a consensus on the project parameters and documentation which becomes binding on the procurer and the developer, and

- c) Competitive bidding on functional specifications of the project through the Challenge Route.
- At the first stage, the underlying approach is to establish that the project will meet the requirements of the procurer, it can be delivered in a reasonable time-frame and that the project developer will be able to do it.
- In the second stage, having established the need for the project and the suitability of the project/developer, the underlying approach is to firm up the price of the goods/services and the risk structure while at the same time evolve criteria for the competitive bid stage.
- In the third stage, the project is put to Challenge. The pre-qualifying criteria for the competition are the same as that used for assessing the project developer. The Project Agreements are provided as *fait accompli* with clear instructions that none of the agreements would be amended or are subject to any negotiations. The Minimum Functional Specifications are provided against which the potential bidders are allowed to bid.

The procedure under section 10 A of GID Act for Direct Negotiation

- (1) Notwithstanding anything contained in section 9 and 10, a person other than the State Government, Government agency or specified Government agency, may submit a proposal and proposed concession agreement for direct negotiation to the State Government, Government agency or the specified Government agency for any of the project specified in Schedule III.
- (2) If the State Government, Government agency , or, as the case may be, the specified Government agency is satisfied that the project is of a nature specified in Schedule III, it may,—
 - (a) Consider the proposal from all aspects (including technical and financial) and if necessary modify the same in consultation with the person who has submitted the proposal and the proposed concession agreement, and
 - (b) Submit the proposal and the proposed concession agreement to the Board, if the cost of the project exceeds the limit provided by the regulations.

- (3) On acceptance of the recommendation of the Board made under sub-section (2) of section 5, the State Government, Government agency or, as the case may be, the specified Government agency may enter into a concession agreement with a person who has submitted the proposal under sub-section (1).

Manual - 4

The Norms set by **Gujarat Infrastructure Development Board** **for discharge of functions**

GIDB is constituted under the section 17 of the GID Act 1999. The discharges of the functions of the organization are very well laid down in the section 28 of the GID Act 1999.

Instructions, Office orders issued by the management from time to time and the relevant Government Resolutions issued by various Govt. Departments are followed for discharge of functions by the officers and the employees.

Manual - 5

The rules, regulations, instructions, manuals and record, held by or under control or used by employees for discharging of functions

- **Delegations of Administrative Power (Attached in manual 2 of this Proactive Disclosure. Kindly refer manual 2)**
- **GIDB Recruitment Rules–2005 (Attached in manual 2 of this Proactive Disclosure. Kindly refer manual 2)**
- **Gujarat Infrastructure Development Act–1999 and Amended Act - 2006**
- **GIDB Service Rules–2004 & Conduct, Discipline and Appeal Rules – 2004**
- **SIR Act – 2009**
- **Regulation for determining the cost of the Project.**
- **VGF Scheme (Central & State)**
- **GIDB Regulation for Constitution of the Executive Committee_04/08/2003.**
- **GIDB Regulation on amendment in Constitution of the Executive Committee_05/06/2023.**
- **GIDB Notification for regarding amendment of projects in Entry 9 (A) of Schedule-1 in the GID Act, 1999_24/07/2023.**
- **GIDB GR under RPWD Act,2016_22/05/2024.**

GUJARAT ACT NO.11 OF 1999

AN ACT

to provide for a framework for participation by persons other than the State Government and Government agencies in financing, construction, maintenance and operation of infrastructure projects and for that purpose to establish a Board and to provide for the matters connected therewith.

It is hereby enacted in the fiftieth Year of the Republic of India, as follows :-

CHAPTER 1

PRELIMINARY

1. **Short title, extent and commencement.**- (1) This Act may be called the Gujarat Infrastructure Development Act, 1999.
 - (2) It extends to the whole of the State of Gujarat
 - (3) It shall be deemed to have come into force on the 28th April, 1999.
2. **Definition.**- In this Act, unless the context otherwise requires.-
 - (a) “Board” means the Gujarat Infrastructure Development Board established under section 17.
 - (b) “concession agreement” means a contract of the nature specified in Schedule II between a developer and the State Government, a Government agency or a specified Government agency, relating to a project.
 - (c) “developer” means a person with whom concession agreement is entered into by the State Government, the Government agency or the specified Government agency,
 - (d) “escrow account” means a bank account in which cash is deposited or from which cash is withdrawn in such manner as specified in the concession agreement.
 - (e) “Government agency” means a Corporation or a body owned or controlled by the State Government or an authority established by or under any law and includes a local authority.
 - (f) “Infrastructure” means facilities and services provided by a project.
 - (g) “local authority” means a municipal corporation, nagar panchayat, municipal council, notified area committee, district panchayat, taluka panchayat, village panchayat or such other body.

- (h) “member” means a member of the Board including Chairman, Vice-Chairman and Member-Secretary.
- (i) “prescribed” means prescribed by rules made under this Act.
- (j) “project” means a project specified in Schedule 1
- (k) “regulations” means regulations made under section 38,
- (l) “rules” means rules made under section 37
- (m) “senior loan” means a loan in respect of which a claim on assets is prior to the claim on the assets in respect of other loan and which is specified as such in an agreement providing finance.
- (n) “specified Government agency” means an agency consisting of the State Government and a Government agency participating jointly,
- Guj.XXII of 1963 (o) “State Government guarantee” means a guarantee given by the State Government to a developer consistent with the provisions of the Gujarat State Guarantees Act, 1963.
- (p) “subordinate loan” means a loan in respect of which a claim on assets is subsequent to the claim on the assets in respect of another loan and which is specified as such in an agreement providing finance.
- (q) “subsidy” means financial assistance in cash or kind provided by the State Government, the Government agency or the specified Government agency.
- (r) “user charges” means the amount charged under section 11.

CHAPTER II INFRASTRUCTURE PROJECTS

3. **Participation in projects.**- Any person may participate in financing, construction, maintenance and operation of projects.
4. **Concession agreement** (1) (a) A person may enter into a concession agreement of the nature specified in Schedule II with the State Government, a Government agency or a specified Government agency.

- (b) The scheme for a concession agreement shall be such as may be prescribed
- (2) Where the Board having regard to the nature of a project is satisfied that, it is necessary so to do, it may permit combination of two or more agreements of the nature specified in Schedule II into one agreement.
- (3) No concession agreement shall provide for transfer of a project by a developer to the State Government, a Government agency or a specified Government agency later than thirty five years from the date of agreement.
- (4) (a) The State Government may, by notification in the *Official Gazette*, add to Schedule II any other nature of agreement and thereupon the nature of agreement so added shall be deemed to be a nature of agreement specified in schedule II for the purpose of this Act.
- (b) Every notifications issued under clause (a) shall be laid before the State Legislature as soon as may be after it is issued.

5. ***Recommendation by Board.***- (1) A proposal prepared by the State Government, a Government agency or a specified Government agency for participation by a person other than the State Government, a Government agency or a specified Government agency in financing, construction, maintenance and operation of the project, the cost of which exceeds such amount as may be prescribed, shall be submitted to the Board alongwith proposed concession agreement relating thereto for its consideration and different amount of cost may be prescribed for different nature of project.

- (2) The Board shall consider the proposal and the proposed concession agreement submitted to it under sub-section (1) or sub-section (1) of section 10 and may either recommend with or without modifications or not recommend, or return the proposal and concession agreement for reconsideration of the State Government, the Government agency or, as the case may be, the specified Government agency.

6. ***Assistance by State Government, Government agency or specified Government agency.***-The State Government, a Government agency or a specified Government agency may provide to a person assistance in the following manner, namely:-

- (a) participation in the equity of the project not exceeding forty-nine per cent of the total equity.
- (b) Subsidy not exceeding fifteen per cent of the cost of the project.
- (c) Senior or subordinate loans,

- (d) Guarantee by the State Government, a Government agency or a specified Government agency in respect of liability of a Government agency arising out of a concession agreement.
 - (e) Opening and operation of escrow account
 - (f) Conferment of a right to develop any land.
 - (g) Incentives by the State Government in the form of exemption from the payment of, or deferred payment of, any tax or fees levied by the State Government under any law, or
 - (h) In such other manner as deemed fit.
7. ***Procedure for concession agreement.*** No concession agreement for undertaking a project shall be entered into with any person unless the procedure specified in section 8 and 9 or, as the case may be, section 8 and 10 has been followed.
8. ***Selection of a person*** (1) A concession agreement for undertaking a project may be entered into with a person who is selected through a competitive public bidding as provided in section 9 or by direct negotiation as provided in section 10.
- (2) The matters relating to competitive bidding and direct negotiation shall be such as may be prescribed.
9. ***Selection of a person by competitive public bidding*** (1) On the acceptance of the recommendation of the Board made under sub-section (2) of section 5, the State Government, the Government agency or, as the case may be, the specified Government agency shall select a developer for the project through the competitive public bidding in the manner provided hereunder-
- (a) A public notice inviting persons to participate in competitive public bidding for undertaking the project.
 - (i) shall be published once in a week for two consecutive weeks in at least three newspapers, two in general circulation and one in circulation in the area in which the project is to be undertaken, and
 - (ii) may be published by any other means of mass communication.
 - (b) (I) Any person who intends to participate in the competitive public bidding to undertake the project in pursuance of a public notice published under clause (a) shall provide information with regard to his legal, technical, managerial and financial capacity to undertake the said project in such form alongwith such particulars as may be specified by the State Government, the Government agency or, as the case may be, the specified Government agency.

- (ii) The State Government, the Government agency or, as the case may be, the specified Government agency shall examine the information and other particulars submitted by the person under sub-clause (I) and decide as to whether such person fulfills the criteria for pre-qualification as laid down by the State Government, the Government agency or, as the case may be, the specified Government agency.
 - (iii) A person who fulfills the criteria as laid down under sub-clause (ii) shall be the pre-qualified person
 - (c) (i) Where after a person who is a consortium is pre-qualified under clause (b) but before such person enters into a concession agreement with the State Government, the Government agency or, as the case may be, the specified Government agency, any constituent of the consortium disassociates from such consortium, then the State Government, the Government agency or, as the case may be, the specified Government agency shall call upon the consortium to include, within thirty days, such constituent in the consortium as specified by it so that in the opinion of the State Government, the Government agency or, as the case may be, the specified Government agency, the consortium fulfills the criteria referred to sub-clause (ii) of clause (b)
 - (ii) Where the consortium fails to comply with the requirement specified in sub-clause (I), the consortium shall cease to be the pre-qualified person.
 - (d) All pre-qualified persons shall be permitted to submit their proposals to undertake the project in such form (containing technical and financial aspects) as may be specified by the State Government, the Government agency or, as the case may be, the specified Government agency.
- (2) On receipt of the proposals from the pre-qualified persons, the State Government, the Government agency or, as the case may be, the specified Government agency shall evaluate the proposals from technical aspect
 - (3) If the proposals are in order from the technical aspect, the State Government, the Government agency or, as the case may be, the specified Government agency shall evaluate the proposals from the financial aspect, having regard to different factors specified below in respect of different nature of the agreements specified in Schedule II-
 - (a) In relation to the build own operate and transfer agreement and the build operate and transfer agreement, any of the following factors shall be taken into consideration for the purpose of evaluation of the proposal, namely.-

(i) lowest bid in terms of the present value of user charges, where period of concession is fixed;

(ii) the highest revenue share to the State Government, the Government agency or the specified Government agency.

(iii) a bid in terms of the shortest concession period, where the user charges is fixed.

(iv) the lowest present value of the subsidy, where the period of concession is fixed.

(b) In relation to the build and transfer agreement and the build lease and transfer agreement, the lowest net present value of the amortization payment from the State Government, the Government agency or the specified Government agency shall be taken into consideration.

(c) In relation to the lease management agreement, highest present value of the lease payment to the State Government, the Government agency or the specified Government agency shall be taken into consideration.

(d) In relation to the management and service agreement, the lowest present value of the management fees to be paid by the State Government, the Government agency or the specified Government agency shall be taken into consideration.

(e) In relation to any other nature of agreement, the State Government, the Government agency or the specified Government agency may consider such factors as may be recommended by the Board.

(4) Where –

(a) the proposals are evaluated under sub section (3) from the financial aspect having regard to a relevant factor specified in that sub section and referred to in the proposal, and

(b) One of the proposal so evaluated satisfies the financial aspect having regard to the relevant factor,

The State Government, the Government agency or, as the case may be, the specified Government agency, may enter into a concession agreement with the person who has submitted the proposal referred to in clause (d) of sub-section (1)

(5) Where no proposal stands the scrutiny from the technical or financial aspect, the competitive bidding shall stand cancelled.

(6) Nothing in sub-section (5) shall prohibit the State Government, the Government agency or, as the case may be, the specified Government agency from inviting persons to participate in competitive public bidding in respect of the proposal which stands cancelled under that sub-section after, if necessary, revising the same.

10. *Selection by direct negotiation* (1) Where-

(i) a proposal for participation by a person for undertaking a project and a proposed concession agreement have not been prepared by the State Government, a Government agency or the specified Government agency for being submitted to the Board under sub-section (1) of section 5, and

(ii) a proposal for undertaking a project and a proposed concession agreement prepared by a person are submitted to the State Government, the Government agency or the specified Government agency.

The State Government, the Government agency or, as the case may be the specified Government agency may-

(a) consider the proposal and the proposed concession agreement from all aspects (including technical and financial) and if necessary modify the same in consultation with the person who has submitted the proposal and the proposed concession agreement, and

(b) submit the proposal and the proposed concession agreement to the Board if-

(i) the cost of the project exceeds the limit prescribed under sub-section (1) of section 5 and

(ii) the undertaking of the project does not require financial assistance in the form of subsidy from the State Government, the Government agency or the specified Government Agency.

(2) On acceptance of the recommendation of the Board made under sub-section (2) of section 5, the State Government, the Government agency or, as the case may be, the specified Government agency shall adopt the proposal as the basis for selecting a person with whom concession agreement for undertaking the project may be entered into, and for selecting such person, the State Government, the Government agency or, as the case may be, the specified Government agency shall follow the procedure of competitive public bidding specified in section 9

- (3) Where a person is selected by following the procedure of the competitive public bidding (hereinafter referred to as “the selected person”) the proposal of the selected person shall be compared with the proposal which is earlier submitted by a person to the State Government, the Government agency or, as the case may be, the specified Government agency under sub-section (1) (hereinafter referred to as “the earlier proposer”)
- (4) Where the proposal of the earlier proposer is not preferable to the proposal of the selected person, the earlier proposer shall be given an opportunity to make his proposal competitive with that of the selected person within a period of thirty days from the date on which he has been given the opportunity and where the earlier proposer fails to do so within the said period, the State Government, the Government agency or, as the case may be, the specified Government agency may enter into a contract with the selected person.
- (5) (a) Where a concession agreement has not been entered into with the earlier proposer, the cost of preparation of the proposal and the concession agreement incurred by him shall be reimbursed by the State Government, the Government agency or, as the case may be, the specified Government agency and on such reimbursement, the proposal and the concession agreement submitted by the earlier proposer shall be the property of the State Government, the Government agency or, as the case may be, the specified Government agency.
- (b) the cost of preparation of the proposal and the concession agreement shall be determined in such manner as may be prescribed.
- (11) ***Amount to be charged for providing goods and services.***- (1) Where, in pursuance of a concession agreement with the State Government, the Government agency or as the case may be the specified Government agency.
 - (a) (I)the developer has constructed a project for providing goods or services, and
(II)the project vests in the developer for a period specified in the concession agreement and
(iii)on expiry of such period , the project is to vest in the State Government, the Government agency or the specified Government agency.

the developer may charge such amount as specified in the agreement, for providing goods or services by the project so long as the project continues to vest in him, or

 - (b) An existing project is vested to a person to renovate, operate and maintain the developer may charge such amount as specified in the agreement for providing goods or services by the project so long as the project continues to vest in him.

(2) A concession agreement may provide that a developer may having regard to the rate of inflation, variation in the rate of foreign exchange and such other factors, as may be prescribed revise the amount of charges referred to in subs section (1) in such manner as may be prescribed.

12. *Financial security for maintenance of project.*- Where a provision is made in a concession agreement requiring the developer to maintain the project constructed by him for a period specified in such agreement,-

- (a) there shall be opened an escrow account by the developer, the money out of which shall be expended for the maintenance of the project in accordance with the provision made in the concession agreement or in any other agreement with the State Government, the Government agency or, as the case may be, the specified Government agency, or
- (b) the developer shall execute a bond in the favour of the State Government, the Government agency or, as the case may be, the specified Government agency binding himself to make payment of such amount of money as specified in the bond to the State Government, the Government agency or, as the case may be, the specified Government agency in case he fails to maintain the project in accordance with the provisions made in the concession agreement or any other agreement with the State Government, the Government agency or, as the case may be, the specified Government agency.

13. *Training to employees.*- A developer shall provide at his expense, training to the employees of the State Government, the Government agency or, as the case may be, the specified Government agency in respect of maintenance or operation of the project in accordance with the provisions made in the concession agreement or in any other agreement with the State Government, the Government agency or, as the case may be, the specified Government agency.

14. *Transfer of certain rights* :-Where the project is transferred to the State Government, the Government or the specific Government agency according to the provisions of the concession agreement, all the rights of the developer in respect of the project shall stand transferred to the State Government, the Government agency or, as the case may be, the specified Government agency.

15. *Termination of concession agreement*- (1) Where a concession agreement is terminated by the State Government, the Government agency or, as the case may be, the specified Government agency with the consent of the developer or in absence of any default of the developer, the developer shall be entitled to such amount of compensation for such termination as specified in the concession agreement.

- (2) A concession agreement may provide that if a default specified therein is committed by the developer, the State Government, the Government agency or, as the case may be, the specified Government agency shall, after giving to the developer an opportunity of being heard in such manner as may be prescribed, be entitled to terminate the concession agreement and-
- (a) take over the project without repaying the amount invested by the developer in the equity and shall assume the liability of the developer towards loans taken by him in respect of the project, or
- (b) enter into a concession agreement with another person whose name is recommended by the lenders of the developer and approved by the State Government, the Government agency or, as the case may be, the specified Government agency, on the same terms and conditions as are specified in the concession agreement so terminated.

16 Power to add to Schedule 1 (1) The State Government may, by notification in the Official Gazette, add to Schedule 1 any other project which falls within the executive power of the State and thereupon the project so added shall be deemed to be a project specified in schedule I for the purpose of this Act.

- (2) Every notifications issued under sub-section (1) shall be laid before the State Legislature as soon as may be after it is issued.

CHAPTER III

ESTABLISHMENT AND CONSTITUTION OF BOARD

17 Establishment of Board.- As soon as may be after the commencement of this act, the State Government may, by notification in the *Official Gazette* establish a Board to be called the Gujarat Infrastructure Development Board with effect from such date as may be specified in the notification.

18 Head Quarter of the Board.- The Head Quarter of the Board shall be at Gandhinagar or at such other place as the State Government may, by notification in the *Official Gazette*, specify

19 Constitution of Board.- The Board shall consist of Chairman, Vice-Chairman, Member-Secretary appointed by the State Government and such number of other members not exceeding fifteen, who shall be appointed by the State Government.

- 20 Term of office of members** – Every member shall hold office during the pleasure of the State Government.
- 21 Filling up of casual vacancies** – If any vacancy arises in the Board or any committee thereof by reason of death, resignation or otherwise, the same shall be filled by the State Government as soon as possible.
- 22 Meetings of Board** – The Board shall meet at such time and place and shall observe such rules of procedure in regard to transaction of its business at its meeting (including the quorum at such meeting) as may be provided by regulations.
- 23 Temporary association of persons with Board** – The Board may associate with itself any person whose assistance or advice is required in performing any of its functions under this act.
- 24 Providing information to Board** – The Board may obtain the information with regard to the progress of the project which was submitted to it under sub-section (1) of section 5 or which was undertaken as per the provisions of section 10 from the State Government, the Government agency or the specified Government agency.
- 25 Constitution of committees** – The Board may constitute an Executive Committee and such other committees consisting of such number of members, for performing such of its functions, as may be provided by regulations.
- 26 Officers and servants of Board** – (1) The Board may appoint such officers and servants as it may consider necessary for the efficient discharge of its functions.
- (2) The remuneration, allowances and conditions of service of the officers and servants of the Board shall be such as may be provided by the regulations.
- 27 Acts and proceedings of Board presumed to be valid** – No act or proceeding of the Board or of any of its committees shall be invalid merely by reason of –
- (a) any vacancy therein or any defect in the constitution thereof, or
 - (b) any irregularity in its procedure not affecting the merit of the case.

CHAPTER IV

FUNCTIONS OF BOARD

- 28 Functions of Board** – The functions of the Board shall be as follows, namely :-

- (a) to promote participation of a person in financing, construction, maintenance and operation of any project irrespective of its cost;

- (b) to advise the State Government, the Government agency or the specified Government agency on matters of policy in respect of participation referred to in clause (a);
- (c) to lay down priorities of projects to be undertaken by the State Government, the Government agency or the specified Government agency.
- (d) To consider the proposal for undertaking a project and the proposed concession agreement submitted to it and to recommend with or without modifications or not recommend or return the proposal and proposed concession agreement for reconsideration of the State Government, the Government agency or, as the case may be, the specified Government agency;
- (e) To elicit information relating to National and International Financial Institutions and to ensure co-operation of such Institutions ;
- (f) To co-ordinate and monitor the projects undertaken in the State ;
- (g) To assist in developing concepts of projects by undertaking pre-feasibility and feasibility studies of the project ;
- (h) To undertake such project as may be entrusted to it by the State Government ;
- (i) To perform such other functions as may be entrusted to it by the State Government.

CHAPTER V

FINANCE, ACCOUNT, AUDIT AND REPORT

29 Fund of Board - (1) The Board shall have its own fund.

- (2) All sums which may, from time to time, be paid to the Board by the State Government or by any body and the amount charged by the board under section 32 shall be carried to the fund of the Board and all payments shall be made therefrom.
- (3) The Board may spend such sums as it thinks fit for the performance of its functions under this act, and such sums shall be treated as expenditure payable out of the fund of the Board.

30 Accounts and audit – (1) The accounts of the Board shall be prepared and maintained in such form and in such manner as may be provided by regulations.

- (2) The Board shall cause to be prepared for each financial year an annual statement of accounts in such form as may be provided by regulations.
- (3) The accounts of the Board shall be audited by an auditor duly qualified to act as an auditor of the Companies under section 226 of the Companies Act, 1956.
- (4) The auditor shall send a copy of the report together with audited copy of accounts to the Board which shall as soon as may be after the receipt of the audit report forward the same to the State Government.
- (5) The State Government shall cause the audit report together with audited copy of accounts to be laid before the State Legislature as soon as may be after the receipt of the same under sub-section (4).

31. **Annual report** – (1) The Board shall during each financial year prepare in such form and at such time as may be provided by regulations, an annual report giving a true and full account of its activities during the previous financial year and an account of the activities likely to be undertaken by it in current financial year and copies of such report shall be forwarded to the State Government.

- (2) The State Government shall cause every such report to be laid before the State Legislature as soon as may be after the receipt of the report under sub-section (1).

CHAPTER VI

MISCELLANEOUS

32. **Amount to be charged by Board** – The Board may charge such amount as may be determined by it for considering the proposal and the proposed concession agreement under sub-section (2) of section 5.

33. **Members, officers and servants to be public servants** – All members and officers and servants of the Board shall, while acting or purporting to act in pursuance of the provisions of this act or any rules or regulations made thereunder, be deemed to be public servants within the meaning of section 21 of the Indian Penal Code.

34. **Protection of action taken in good faith** – No suit, prosecution or other legal proceeding shall lie against the Board or any member and officer or servant of the Board for anything which is in good faith done or intended to be done in pursuance of the provisions of this act or any rules and regulations made thereunder.

35. **Arbitration** – A concession agreement shall contain an arbitration clause providing that –

- (a) all parties to the agreement shall submit to arbitration any dispute which may arise between them out of the provisions of this agreement,
- (b) the place of arbitration shall be at Ahmedabad or any other place in India agreed to by the parties, and
- (c) the disputes referred to in clause (a) shall be decided in accordance with the law for the time being in force in India.

36. Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992 not to apply – Nothing contained in the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992 shall apply to any arbitration arising out of the provisions of the concession agreement entered into by the State Government, the Government agency or the specified Government agency with a developer.

37. Power to make Rules –(1) The State Government may, by notification in the Official Gazette, make rules for carrying out the purposes of this act.

- (2) In particular and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely :-
 - (a) the scheme for concession agreement under clause (b) of sub-section (1) of section 4 ;
 - (b) the amount of cost of a project exceeding which a proposal shall be submitted to the Board under sub-section (1) of section 5; and different amounts of costs for different nature of projects;
 - (c) the matters relating to competitive public bidding and direct negotiation under sub-section (2) of section 8;
 - (d) the manner in which the cost of preparation of the proposal and the concession agreement shall be determined under clause (b) of sub-section (5) of section 10;
 - (e) the other factors having regard to which charges may be revised and the manner in which they may be revised under sub-section (2) of section 11;
 - (f) the manner in which an opportunity of being heard shall be given to the developer under sub-section (2) of section 15;
 - (g) any other matter which is to be or may be prescribed.
- (3) All rules made under this section shall be laid for not less than thirty days before the State Legislature as soon as possible after they are made and shall be subject to rescission by the State Legislature or to such modification as the State Legislature may make during the session in which they are so laid or the session immediately following.
- (4) Any rescission or modification so made by the State Legislature shall be published in the Official Gazette and shall thereupon take effect.

38. **Power to make regulations** – (1) The Board may make regulations not inconsistent with provisions of this act and the rules made thereunder, for enabling it to discharge its functions under this act.

(2) In particular and without prejudice to the foregoing power, such regulations may provide for all or any of the following matters, namely :-

- (a) the time and the place at which the Board shall meet and rules of procedure the Board shall observe in regard to transaction of its business at its meeting under section 22 ;
- (b) the other committees which the Board may constitute the number of members which the Executive Committee and other committees may consist of and the functions of the Board which they may perform under section 25.
- (c) the remuneration, allowances and conditions of service of officers and servants of the Board under sub-section (2) of section 26;
- (d) the form and manner in which the accounts of the Board shall be prepared and maintained under sub-section (1) of section 30;
- (e) the form in which an annual statement of accounts of the Board shall be prepared under sub-section (2) of section 30;
- (f) the form in which and the time at which an annual report of the Board shall be prepared under sub-section (1) of section 31;
- (g) any other matter which is, or may be, necessary to be prescribed for the efficient conduct of the affairs of the Board.

39. **Savings** – (1) Nothing in this act shall affect the validity of –

- (a) a concession agreement entered into by the State Government, the Government agency or the specified Government agency with a any person before the date of the commencement of this act (hereinafter referred to as ‘the said date’).
- (b) (i) a letter of intent or any other writing issued to a person before the said date entrusting to him a project for execution if a concession agreement is entered into with respect to the project in pursuance of the said letter of intent or the writing, by the State Government, the Government agency or the specified Government agency with such person within a period of one year from the said date or such further period as may be extended by the State Government.

(ii) a concession agreement entered into under sub-clause (I) notwithstanding that the procedure specified in sections 8 and 10, or, as the case may be, section 9 and 10 is not followed before entering into such concession agreement.

40. Repeal and Saving – (I) The Gujarat Infrastructure Development Ordinance, 1999 is hereby repealed.

(ii) Notwithstanding such repeal, anything done or any action taken under the said Ordinance shall be deemed to have been done or taken under this Act.

SCHEDULE I

(See clause (j) of section 2)

PROJECTS

1. Power Generation, Transmission and Distribution Systems.
2. Roads, Bridges and By-passes.
3. Ports (other than major ports) and Harbours thereof.
4. Urban Transportation.
5. Dams.
6. Water Storage, Water Supply and Sewerage System.
7. Irrigation
8. Land Reclamation Projects.
9. Industrial Estates including Industrial Parks.
10. Tourism Projects.
11. Solid Waste Management.
12. Information Technology related Projects.
13. Education.
14. Health Facilities.
15. Public Markets.
16. Post-harvest Facilities.
17. Inland Waterways other than National Waterways.
18. Fisheries not beyond territorial waters.
19. Development of Minor Minerals.
20. Gas and Gas Works.

SCHEDULE II

(See sub section (I) of Section 4)

NATURE OF CONCESSION AGREEMENT

- 1. Build own Operate and Transfer Agreement :** An agreement whereby the developer undertakes to finance, construct, maintain and operate a project and whereby such project is to vest in the developer for a specified period. During the period of operation of the project by the developer, he may be permitted to charge user charges as specified in an agreement. The developer is required to transfer the project to the State Government, the Government agency or, as the case may be, the specified Government agency after the expiry of the period of operation.
- 2. Build Own Operate and Maintain Agreement:** An agreement whereby a developer undertakes to finance, construct, operate and maintain a project and whereby such project is to vest in the developer for specified period. During the period of operation of the project, he may be permitted to charge user charges as specified in the agreement.
- 3. Build and Transfer Agreement :** An agreement whereby developer undertakes to finance and construct a project. After the completion of the project, the developer is required to transfer the project to the State Government, the Government agency or, as the case may be, the specified Government agency. The developer shall be paid such amount as is fixed in amortization schedule specified in the agreement.
- 4. Build Lease and Transfer Agreement :** An agreement whereby a developer undertakes to finance and construct the project. On completion of the project, the developer hands it over to the State Government, the Government agency or, as the case may be, the specified Government agency for operation under a lease agreement for period specified in the agreement after the expiry of which the project stands transferred to the State Government, the Government agency or, as the case may be, the specified Government agency.
- 5. Build Transfer and Operate Agreement :** An agreement whereby the developer undertakes to finance and construct the project. On completion of the project, the developer transfers the project to the State Government, the Government agency or, as the case may be, a specified Government agency which permits the developer to operate the project on its behalf for a period specified in the agreement.

6. **Lease Management Agreement :** An agreement whereby the State Government, the Government agency or the specified Government agency leases a project owned by the State Government, the Government agency or, as the case may be, the specified Government agency to the person who is permitted to operate and maintain the project for the period specified in the agreement and to charge user charges therefor.
7. **Management Agreement :** An agreement whereby the State Government, the Government agency or the specified Government agency entrusts the operation and management of a project to a person for the period specified in the agreement on payment of specified consideration. In such agreement the State Government, the Government agency or, as the case may be, the specified Government agency may charge the user charges and collect the same either itself or entrust the collection for consideration to any person who shall after collecting the user charges pay the same to the State Government, the Government agency or, as the case may be, the specified Government agency.
8. **Rehabilitate Operate and Transfer agreement :** An agreement whereby an existing project is vested in a person to renovate, operate and maintain for the period specified in the agreement after the expiry of which the project is required to be transferred to the State Government, the Government agency or, as the case may be, the specified Government agency. During the period of operation of the project by the developer, he may be permitted to charge user charges as specified in the agreement.
9. **Rehabilitate own Operate and Maintain Agreement :** An agreement whereby an existing project is vested in a person to renovate, operate and maintain. The developer shall be permitted to charge user charges as specified in the agreement.
10. **Service Contract Agreement :** An agreement whereby a person undertakes to provide services to the State Government, the Government agency or the specified Government agency for a specified period. The State Government, the Government agency or, as the case may be, the specified Government agency shall pay him an amount according to the agreed schedule.
11. **Supply Operate and Transfer Agreement :** An agreement whereby a person supplies to the State Government, the Government agency or the specified Government agency the equipment and machinery for a project and undertakes to operate the project for a period and consideration specified in the agreement. During the operation of the project, he shall undertake to train employees of the State Government, the Government agency or, as the case may be, the specified Government agency to operate the project.

12. **Joint Venture Agreement :** An agreement whereby the State Government, the Government agency or the specified Government agency enters into an agreement with a developer to jointly finance, construct, operate and maintain a project for a period specified in the agreement after the expiry of which the project is required to be transferred to the State Government, the Government agency or, as the case may be, the specified Government agency.



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Government of Gujarat

**THE GUJARAT INFRASTRUCTURE DEVELOPMENT
(AMENDMENT)
ACT, 2006**

Gujarat Act No. 18 of 2006

**[As published in the part IV of
The Gujarat Government Gazette,
on dtd 31st March - 2006]**

GUJARAT ACT NO.18 OF 2006

(First published, after having received the assent of the Governor in the “Gujarat Government Gazette”, on the 31st March, 2006).

AN ACT

Further to amend the Gujarat Infrastructure Development Act, 1999.

It is hereby enacted in the fiftieth Year of the Republic of India, as follows :-

- | | | |
|----|---|--|
| 1. | <p>(1) This Act may be called the Gujarat Infrastructure Development (Amendment) Act, 2006.</p> <p>(2) It shall come into force on such date as the State Government may, by notification in the <i>Official Gazette</i>, appoint.</p> | Short title and commencement. |
| 2. | <p>in the Gujarat infrastructure Development Act, 1999 (hereinafter referred to as “ the principal Act”), in section 2,-</p> <p>(1) after clause (a), the following clause shall be inserted, namely :-</p> <p style="padding-left: 40px;">“(aa) “concession” means grant of financial assistance or conferment of right on Government property and public assets to a person other than the State Government, Government agency or specified Government agency, as per the terms specified in the concession agreement;”;</p> <p>(2) after clause (j), the following clause shall be inserted, namely :-</p> <p style="padding-left: 40px;">“(jj) “proposal” means a document which may include among others, details of the project, feasibility study or any other study, financial viability analysis and structuring of project as such other information as may be decided by the Board ;”;</p> <p>(3) clause (q) shall be deleted.</p> | Amendment of section 2 of Guj. 11 of 1999. |
| 3. | <p>In the principal Act, in section 4, -</p> <p>(1) in sub-section (1), clause (b) shall be deleted ;</p> <p>(2) to sub-section (3), the following proviso shall be added, namely :-</p> <p style="padding-left: 40px;">“Provided that if the State Government, Government agency or, as the case may be, specified Government agency, is satisfied with the performance of the developer during the concession period, it may by order, extend the concession period on such terms and conditions as may be mutually agreed. ”;</p> | Amendment of section 4 of Guj. 11 of 1999. |

- (3) in sub-section (4), for clause (a), the following clause shall be substituted, namely :-
- “(a) The State Government may, by notification in *Official Gazette*, add to, amend or omit therefrom any other nature of agreement in Schedule II and on issue of such notification, the Schedule shall be deemed to have been amended accordingly.”.
4. In the principal Act, in section 5,-
- (1) in sub-section (1),-
- (a) for the words “as may be prescribed”, the words “as may be provided by the regulations” shall be substituted ;
- (b) for the word “prescribed”, the word “provided” shall be substituted ;
- (2) in sub-section (2), after the word and figures “section 10”, the words, figures and letter “or section 10A” shall be inserted.
5. In the principal Act, in section 6, for clause (b), the following clause shall be substituted, namely:-
- “(b) financial assistance, either one time or in installments, not exceeding twenty percent of the cost of the project ;”.
6. In the principal Act, in section 7, for the words “No concession agreement”, the words, figures and letter “Subject to the provisions of section 10A, no concession agreement” shall be substituted.
7. In the principal Act, in the section 8,-
- (1) in sub-section (1), for the words and figures “direct negotiation as provided in section 10”, the words, figures and letter “inviting comparative bids as provided in section 10 or by direct negotiation as provided in section 10A” shall be substituted;
- (2) in sub-section(2), for the words “ competitive bidding “, the words “competitive bidding, inviting comparative bids” shall be substituted.
8. In the principal Act, for section 9, the following section shall be substituted, namely :-
- “9. On the acceptance of the recommendation of the Board made under sub-section (2) of section 5, the State Government, the Government agency or, as the case may be, the specified Government agency shall select a developer for the project through competitive public bidding in the manner as may be prescribed.”.
- Selection of person by competitive public bidding.
- Amendment of section 5 of Guj. 11 of 1999.
- Amendment of section 6 of Guj. 11 of 1999.
- Amendment of section 7 of Guj. 11 of 1999.
- Amendment of section 8 of Guj. 11 of 1999.
- Substitution of section 9 of Guj. 11 of 1999.

9. In the principal Act, in section 10,-
- (1) for the existing marginal note, the following marginal note shall be substituted, namely:-
- “Inviting comparative bids.”;
- (2) for sub-section (1), the following sub-section shall be substituted, namely :-
- “(1) Where a proposal for undertaking a project and a proposed concession agreement prepared by a person are submitted to the State Government, the Government agency or a specified Government agency, it may,
- (a) consider the proposal and the proposed concession agreement from all aspects (including technical and financial) and if necessary, modify the same in consultation with the person who has submitted the proposal and the proposed concession agreement; and
- (b) submit the proposal and the proposed concession agreement to the Board, if -
- (i) the cost of the project exceeds the limit provided by regulations under sub-section (1) of section 5, and
- (ii) the undertaking of the project does not require financial assistance from the State Government, the Government agency or the specified Government agency.”;
- (3) in sub-section (2), for the words “specified in”, the words “prescribed under” shall be substituted.
10. After section 10, the following section shall be inserted, namely :-
- “10A.(1) Notwithstanding anything contained in sections 9 and 10, a person other than the State Government, Government agency or specified Government agency, may submit a proposal and proposed concession agreement for direct negotiation to the State Government, Government agency or the specified Government agency for any of the project specified in Schedule III.
- (2) If the State Government, Government agency, or, as the case may be, the specified Government agency is satisfied that the project is of a nature specified in Schedule III, it may, -
- (a) consider the proposal from all aspects (including technical and financial) and if necessary modify the same in consultation with the

Amendment of
section 10 of Guj.
11 of 1999.

Insertion of new
section 10A in
Guj. 11 of 1999.

Selection by
direct
negotiation.

person who has submitted the proposal and the proposed concession agreement, and

(b) submit the proposal and the proposed concession agreement to the Board, if the cost of the project exceeds the limit provided by the regulations.

- (3) On acceptance of the recommendation of the Board made under sub-section (2) of section 5, the State Government, Government agency or, as the case may be, the specified Government agency may enter into a concession agreement with a person who has submitted the proposal under sub-section (1).".

11. In the principal Act, in section 16,-

Amendment of
section 16 of Guj.
11 of 1999.

(1) for sub-section (1), the following sub-section shall be substituted, namely :-

"(1) The State Government may, by notification in the *Official Gazette*, add to, amend or omit therefrom any project in Schedule I or Schedule III which falls within the executive power of the State and on issue of such notification, the Schedule I or, as the case may be, Schedule III shall be deemed to have been amended accordingly.";

(2) for the marginal note, the following shall be substituted, namely :-

" Power to amend Schedules I and III. " .

12. In the principal Act, in section 37, in sub-section (2) -

Amendment of
section 37 of Guj.
11 of 1999.

(1) clauses (a) and (b) shall be deleted ;

(2) for clause (c), the following clauses shall be substituted, namely:-

"(c) the matters relating to competitive public bidding, inviting comparative bids and direct negotiation under sub-section (2) of section 8;

(cc) the manner in which the developer for the project shall be selected under section 9;".

13. In the principal Act, in section 38, in sub-section (2), before clause (a), the following clause shall be inserted, namely:-

Amendment of
section 38 of Guj.
11 of 1999.

"(aa) the amount of cost of a project exceeding which a proposal shall be submitted to the Board under sub-section (1) of section 5 and different amounts of costs for different nature of projects;".

14. In the principal Act, after Schedule II, the following Schedule shall be added, namely:-

Insertion of new
Schedule III in
Guj. 11 of 1999.

“ SCHEDULE III ”

(See sub-section (1) of section 10A)

PROJECTS OF SPECIAL NATURE

1. A project which is innovative or involves proprietary technology or franchise which is exclusively available with the person globally.
2. A project wherein competitive public bidding as provided in section 9 has failed to select a developer.
3. A project to provide social services to the people including community services and public utilities.
4. An infrastructure project which is an essential link for another bigger infrastructure project owned or operated by the same person.”.

GUJARAT INFRASTRUCTURE
DEVELOPMENT BOARD

SERVICE RULES -2004
&
CONDUCT , DISCIPLINE AND APPEAL
RULES -2004

(Approved in 38th Executive Committee
meeting held on 28/7/2004)

Gujarat Infrastructure Development Board
Udyog Bhvan, Gandhiangar

GOVERNMENT OF INDIA
MINISTRY OF EDUCATION

SECRETARY TO GOVERNMENT

(Approved in 38th Executive Council meeting held on 18/11/1954)

Copy of Government Order
No. 1000/1954 dated 18/11/54

GUJARAT INFRASTRUCTURE DEVELOPMENT BOARD

Where it is necessary to define and lay down the terms and conditions of appointment and service of the staff of the Gujarat Infrastructure Development Board, in exercise of the powers conferred by Sub - Section 2 of Section 26 of the Gujarat Infrastructure Development Act 1999, Gujarat Infrastructure Development Board hereby makes and adopt the following rules, namely:-

CHAPTER I

PRILIMINARY

1) Short Title:-

This rules shall be called the "Gujarat Infrastructure Development Board" employees Service Rules, 2006.

2) Application:-

- (a) These rules shall come in to force from the day they are approved by the Board.
- (b) These rules shall apply to every whole time employee of the Board and includes any person whose services are temporarily placed at the disposal of the Central/State Government, Government Industrial Undertaking or a local or other authority. Provided that employees under specific agreement or arrangement or contractual employment shall not be governed by these rules or shall be governed by them only subject to such special terms, conditions, or stipulations as may be provided for by such agreement or arrangement.

3) Definitions:-

In these rules, unless there is anything repugnant in the subject or context :-

- (a) "Board" means the Gujarat Infrastructure Development Board.
- (b) "HR Committee" means the HR Committee set up by the regulations of Gujarat Infrastructure Development Board.
- (c) "Chairman" means Chairman of the HR Committee and includes the Member of the Committee functioning as such in a meeting of the HR Committee in absence of the Chairman and in relation to any powers exercisable by him includes any officer authorized by him to exercise his powers and functions.
- (d) "Appointing Authority in relation to an employee" means the authority competent to make the appointment to the Service or post held by the employee under these rules.
- (e) "Chief Executive officer" means the Chief Executive Officer of the Board and in relation to any power exercisable by him, includes any officer authorized by him to exercise the powers of the Chief Executive Officer during his temporary absence.

- (f) "Conveyance Allowance" means an allowance granted to an employee, whose pay has not been fixed with special reference to the expenditure likely to be incurred upon touring in the performance of his duties involve an extraordinary amount of traveling within a limited area.
- (g) "Compensatory Allowance" means an allowance granted to meet personal expenditure necessitated by the special circumstances in which duty is performed and includes traveling allowance.
- (h) "Competent Authority" in relation to the exercise of any power, means any committee or officer of the Board to whom the powers delegated by or under these rules.
- (i) "Selection Committee" means HR Committee for the class I and II officers and the Committee constituted by CEO for the selection of officers/employees of Class III and IV .
- (j) "Daily Allowance" means an allowance granted to an employee for each day of his absence from headquarters, which is intended to cover the ordinary daily expenses incurred by employee in consequence of such absence.
- (k) "Duty" means the period during which an employee is on duty and includes service as a probationer, period spent on Casual Leave duly authorized a course of instructions or training authorized by or under orders of the board and joining time.

- (l) "Emoluments" means Basic Pay, Personal Pay, Special Pay, Leave Salary, Dearness Allowance, House Rent Allowance, Local Compensatory Allowance, and other allowances declared from time to time by the Board.
- (m) "House Rent Allowance" means a monthly allowance towards defraying house rent granted to an employee in locations where such rents are high or granted in lieu of free residential accommodation.
- (n) "Pay" means the monthly amount drawn by an employee as:-
- 1) Basic Pay, which has been sanctioned for the post held by him substantively or in an officiating capacity and includes stagnation increments.
 - 2) Special Pay and Personal Pay,
 - 3) Any other emoluments, which may be specially classed as Pay by the Board and.
 - 4) Deputation allowance, however deputation allowance will not be included in "Pay" for the purpose of H.R.A., C.L.A. or other allowances except Traveling Allowance / Daily Allowance.
- (o) "Average Pay" means the average monthly pay earned during the 10 complete months immediately preceding the month in which the event necessitating the calculation of average pay occurs.

- (p) "Personal Pay" means an additional pay granted to an employee to save him from a loss of substantive pay due to revision of pay or to any reduction of such substantive pay otherwise than as disciplinary measure OR in exceptional circumstances on other personal consideration.
- (q) "Special Pay" means an addition of the nature of pay to the emoluments of a post or of an employee granted in consideration of:
- 1) The specially arduous nature of his duties or.
 - 2) A specific addition to the work or responsibility.
- (r) "Employee" means any person who holds a post under Board, other than a casual employee / on contractual employment, a member of the work charged establishment, a person paid from contingencies or daily rated person and includes any person whose services are temporarily placed at the disposal of the Central Government, State Government, Government undertaking, a local or other authority.
- (s) "Family" means and includes an employee's wife or husband, legitimate children, and step children ordinarily residing with him / her and wholly dependent on him or her. An adopted child shall be considered a legitimate child if under the personal law of the employee adoption is legally recognized as conferring on it the status of a natural child. It includes, in addition parents, sisters and minor brothers if residing with and wholly dependent upon the employee.

Note:- Not more than one wife is included in the term "Family" for the purpose of these rules.

- (t) "Rules" means the Gujarat Infrastructure Development Board (employee) Service Rules, 2004 and all modifications thereof and substitutions thereof, and references in these rules to the provisions of the then existing rules shall be read as referring to the provisions substituted thereof.
- (u) "Year" means the financial year of the Board beginning with the first day of April of a calendar year and ending with the thirty first day of March of the same calendar year.
- (v) "Month" means a calendar month.
- (w) The words importing singular number shall also include plural number and vice-versa.
- (x) The words importing masculine gender shall also include the feminine gender and vice-versa.

4) Amendments to the Rules:-

Any amendment by way of addition, alteration, or commission in these rules shall be made only under the authority of a resolution of the Board and shall be notified to the employees either by publishing it on the Notice Board of the Board or by the circulation. Provided that any irregularity or incidental omission in notifying shall not invalidate such amendments.

Provided further that no amendment in the rules shall operate to reduce the scale of pay of an employee on

which he is entitled to draw pay in substantive capacity on the day such amendment comes into force.

5) Interpretation and implementation of Rules:-

The power to interpret the rules rests with the Chief Executive Officer who may issue such administrative instructions as may necessary to give effect to, and to carry out the purpose of the provisions of these rules, provided that if, as a result of any decision of the Chief Executive Officer as regards the construction, interpretation or implementation of any of these rules, an employee feels aggrieved, he shall have a right to appeal against such decision of the Chief Executive Officer to the Chairman (HR Committee) whose decision shall be final and binding to all concerned.

6) Delegation of Powers:-

The Board, the HR Committee, and the Chief Executive Officer may, subject to such restrictions as they may think deem fit, delegate any of their powers to any committee or officer not below the rank of class II officer of the Board.

7) Controlling Authority:-

For the purpose of implementing these rules, exercising all administrative and financial control and making all payments, the Chief Executive Officer shall be the Controlling Authority for all the employees of the Board and for himself and he may declare any Class I Officer as a Controlling Authority for this purpose.

CHAPTER II

CLASSIFICATION OF EMPLOYEES, CREATION OF POSTS, RECRUITMENT, APPOINTMENT, PROBATION, CONFIRMATION, RECORD OR SERVICE, SENIORITY, PROMOTION AND REVERSION.

8) Classification of Employees:-

The employees of the Board shall be grouped as under:-

- 1) Chief Executive Officer:-
- 2) Class – I :- Employees falling in the Pay scale of Rs. 8000-13500 and above.
- 3) Class – II :- Employees falling in the Pay scale of Rs. 6500-10500 and above but below the Pay scale or Rs. 8000-13500.
- 4) Class – III:- Employees falling in the scale of Rs. 3050-4590 and above but below the Pay scale of Rs. 6500-10500.
- 5) Class – IV:- Peons, Jamadars, Chawkidars etc. falling in the Scale of Rs. 2550-3200 and above but below the Pay Scale of Rs. 3050-4590.

The Board, the HR Committee or the authority duly empowered in this behalf may revise this classification from time to time if, necessary.

- 9) The Board shall, from time to time, fix the number of posts of permanent character, sanction approved pay

scales for them and create such posts as may be necessary for all classes of employees, while the powers to make recruitment to these posts shall rest with the HR Committee, Chief Executive Officer and other officers of the Board authorized in this behalf.

10) Appointment in the Board's Service:-

The vacancies in various cadres will be filled by the competent appointing authority either:-

- 1) By direct recruitment, or
 - 2) By promotion from lower cadre, or
 - 3) By way of short term contract basis on fixed remuneration.
 - 4) By deputation from amongst the employees of State/Central Government or Board / Corporation / Companies owned by State / Central Government.
- 11) The minimum and maximum age limit for direct recruitment shall be as per the relevant recruitment rules of that cadre. Provided that the Board or HR Committee or CEO or authority empowered by the Board in this behalf may relax or revise the maximum age limit.
- 12) (a) No candidate will be eligible for appointment in the Board unless a certificate of medical fitness from a medical practitioner authorized in this behalf by the CEO is produced by him/her and he/she produces certificate of good character from two respectable persons.
- (b) No candidate will be eligible for appointment in the Board service if he has been convicted by a Court of Law for an offence involving moral turpitude.

Reappointment:-

- 13) No person who has been dismissed from the Board services or has otherwise ceased to be in the employment of the Board shall be reemployed in the Board service without approval of the HR Committee in case of Class I & II officer and Chief Executive Officer in case of a candidate for a post of any other class.
- 14) The first appointment to a post shall be made on probation for a period not exceeding one year. Provided that the Appointing Authority may from time to time extend such period of probation as may be considered necessary, up to two years in case of Class-I & II and up to one year in case of Class – III and IV posts.
- 15) Even candidate who is offered employment under the Board shall, before joining his duties subscribe to a declaration in the form prescribed in Appendix-I or in such other form as may be prescribed by the CEO from time to time.

16) Grant of initial advance increment:-

No appointment shall be made on any post granting advance increments for having higher educational qualification than required. Provided that the appointing authority may, in exceptional cases grant advance increments up to five to specially qualified or experienced candidate selected for appointment on his first appointment in the Board on any post upon recommendation of the selection committee.

17) Whole time Employee to be at the disposal of Board

Unless in any case it be distinctly provided, the whole time of an employee is at the disposal of Board and he may be employee in any manner required by proper authority, without a claim for additional remuneration. The officers / employees shall be assigned any responsibilities in the interest of the Board.

18) Commencement of Service:-

Except as otherwise provided by or under these rules, "Service" of an employee shall be deemed to commence from the working day in the forenoon of which he reports for duty on an appointment covered by these Rules, at the place and time intimated to him by the competent authority or else from the next following working day.

19) Confirmation:-

On satisfactory completion of the period of probation and extension thereof, if any, the competent appointing authority shall issue conformation order.

20) Record of Service:-

A record of Service shall be maintained in respect of each employee in the form prescribed by the Chief Executive Officer from time to time.

21) Seniority:-

- 1) In the case of candidates selected by the Selection Committee for appointment to the service of the

Board, their inters seniority shall be fixed in accordance with the following provisions namely:-

- (a) A candidate, who immediately before his selection, was already in service of the Board on temporary basis, shall rank for seniority in his grade according to his rank in the order of merit arranged by the Selection committee in that grade.
- (b) A candidate, who was not in service, shall rank for seniority in his grade according to the chronological order of the date on which he joined the appointment. Provided that where more candidate than one are simultaneously selected for posts in the same grade and they are called to join appointment within a specific time.
 - (i) The candidate who joins the appointment within time so given, shall rank for seniority according to their rank in the order of merit arranged by the selection Committee.
 - (ii) The candidates, who before the expiry of the time so given has applied in writing to the Appointing Authority for an extension of time for joining the appointment and the extension of time as asked for has been granted, shall rank for seniority according to his rank in order of merit arranged by the Selection Committee.
 - (iii) The candidate, who joins the appointment after the expiry of the time so given and to whom clause (ii) does not apply, shall rank

for seniority according to the chronological order of the date on which he joins the appointment.

(3) An employee not covered under (1) or (2) above appointed to a post shall rank for seniority in that grade according to his date of appointment in the grade: Provided that where more employees than one are appointed in the same grade on the same date, such employees shall rank for seniority according to their orders of seniority as existed immediately before their appointment

4) In case of employees promoted on permanent posts their seniority shall be determined from the date of their promotion to such posts provided there is no ratio fixed in the Recruitment Rules.

22) Promotion:-

Where an appointment to any post is to be made by promotion, no person shall be entitled to such promotion only on the ground of seniority. No such appointment shall be made unless in addition to seniority, the person to be appointed is found fit for such promotion.

(2) In making an appointment to any post by promotion, the appointing authority, may supersede a person who is apparently not fit to discharge the duties and responsibilities of the post and whose appointment is likely to affect adversely the efficiency of work assigned to that post.

The appointing authority may give promotion to the employee on the recommendations of the HR Committee from Class IV to Class III, Class III to Class III, Class III to

Class II, Class II to Class I and class I to class I, employee as and when occasion arises, in accordance with the Recruitment Rules and promotion policy of the Board.

The promotion shall be on temporary basis in the first instance. The appointing authority shall assess his performance on the promotional post on completion of one year on the basis of his Confidential Report and after assessment if he is found fit for the said post, the competent authority shall issue orders for long term appointment on the promotional post.

23) Reversion:-

An employee appointed to officiate on a higher post or promoted on temporary basis to a higher post shall be liable to be reverted without notice, at any time, within two years of such appointment or promotion.

CHAPTER III

CESSATION, DISCHARGED, TERMINATION AND DETERMINATION OF SERVICES, SUPERANNUATION AND RETIREMENT.

24) Cessation:-

In case of termination and determination of service or discharge, dismissal or retirement from service, and employee shall cease to be in the employment of the Board from the date of such termination or determination of service or discharge, dismissal or retirement from service. In case of death, an employee shall cease to be in the employment of the Board with effect from the date following the day on which the death takes place.

25) Discharge or termination of Service during Probation:-

Termination of Service notice:-

- 1) During his probationary period an employee shall not leave or discontinue his service in the Board without giving prior notice in writing to the Chief Executive Officer of his intention to leave or discontinue the service. The period of such notice shall not be less than one month during probationary period.
- 2) An employee after his probation period is completed shall not leave or discontinue his service in the Board without giving prior notice in writing to the Board of his intention to leave or discontinue the service. The period of such notice shall not be less than –
 - (i) Three months in the case of an employee in Class – I and II.
 - (ii) One month in the case of an employee in any other class.

The power to accept or reject the notice referred to sub-regulation (1) or (2), as the case may be, of an employee of his intention to leave or discontinue the service of the Board shall be, exercised by the Chief Executive Officer within the above referred notice period.

- 3) An employee who contravenes the provision of the forgoing sub-rule shall be liable to pay to the Board as compensation a sum equal to his emoluments for the period of notice required of him. Unless the payment of such compensation waived by the Chief Executive Officer at his discretion.
- 4) The Board may determine the service of an employee after expiry of the period of his probation on giving him
 - (i) Three month's notice, or emoluments in lieu thereof if he is an employee in Class-I and II.
 - (ii) One month's notice or emoluments in lieu thereof if he is an employee in any other class. The power to determine the service of an employee shall be exercised by the Chief Executive Officer.
- 26) Discharge or termination of Service after Confirmation:-

After confirmation an employee in Class I and II may be relieved from the service of the Board for sufficient reasons by the competent appointing authority/ CEO or he may leave or discontinue from the service of the Board after giving 3 month's notice or three month's emoluments in lieu of such notice on either side. An employee in any other Class may be relieved from the service of the Board for sufficient reasons by the competent appointing authority/CEO or he may leave or discontinue from the service of the Board after giving one month's notice in writing in that behalf or by payment of one month's emoluments in lieu of such notice on either side.

Provided that the competent appointing authority/CEO may waive such notice or payment in lieu thereof. An employee of the Board may be removed from service, dismissed from service or otherwise proceeded against on the grounds and in the manner provided, in matters relating to conduct discipline and Appeals Rules of the Board.

27) Superannuating and retirement:-

An employee other than a Class IV employee shall retire from the service of the Board on his completing 58 years of age. In the public interest Board may grant re-employment to retiring employee if he is physically and mentally fit to carry out his duty efficiently for the period not exceeding two year and up to the age of 62 years at a time. Class IV employee shall retire from service of the Board on his completing 60 years of age.

CHAPTER IV

PAY, ALLOWANCES AND CONSESSIONS

28) Accrual and Cessation of Pay and Allowances:-

Subject to the provisions in these rules, pay and allowances of an employee shall accrue from the date of commencement of his service and shall cease to accrue from the date of cessation of his services.

29) Adjustment of Pay and Allowances on Change of Charge:-

In case of change of charge by appointment, transfer promotion or otherwise, an employee shall commence to

earn the pay and allowances of the post to which he is appointed, transferred or promoted with effect from the day in the forenoon of which he assume duties of that post, or else from the working day following the day on which the charge is taken over.

30) Not more than one person to be appointed to a post at the same time:-

Except as otherwise provided in these rules, not more than one person shall be appointed to or draw the pay and allowances of a post at the same time.

31) Payment:-

Pay and allowances shall be paid to an employee or his authorized agent on the first three working day of the month or as may be decided by Chief Executive Officer.

32) Employee on transfer:-

Where an employee is transferred or promoted from one post to another, he shall during an interval between the dates of his handing over charge of the old post and the date of his taking over charge of the new post, draw pay and allowance of the new post or the old post, whichever is less.

33) Increment:-

- (i) In an incremental scale, the increment shall accrue on the completion of each specified period of services of one year on each stage of that scale whether such service be probationary, officiating or substantive. Acting service in a higher grade will count

for increments in an employee's substantive grade as well as in the higher grade in which he is acting and if there is any intermediate grade between the two in which he would have officiated, had he not been appointed to officiate in the higher grade, also in the intermediate grade, but the period during which an employee is on leave without pay will not count for increment unless so authorized by the Chief Executive Officer for reasons to be recorded in writing. Sanction to draw increments will be as per the resolution issued by the Board for delegation of administrative and financial powers.

- (ii) No increment will be withheld except as a disciplinary measure under these rules and each withholding increment shall state the reasons and the period for which it is withheld and whether the withholding of an increment shall have the effect of postponing future increment.
- (iii) Employee shall be entitled to draw increment in a post held by him substantively or in an officiating capacity on the first day of the month irrespective of the date on which it falls due.
- (iv) Stagnation increment. :- One stagnation increment is allowed to all employees who stagnate at the maximum of their scales of pay, after every two years. Granting of

such increment shall be governed subject to following conditions :-

1. A maximum of three such increments shall be allowed.
2. The period of two years' stagnation shall count from the date of employee reaches the maximum of the scale after the grant of last increment and shall be computed from the date of reaching the maximum of the scale and includes the period if any, during which the employee officiated in the higher post.
3. The rate of stagnation increment shall be equal to the last increment and shall be treated as personal pay.
4. The stagnation increment shall be reckoned as pay for the purpose of DA, HRA, CLA, TA, LTC. Pension, DCRG and family pension

34) Premature increment:-

The HR Committee may grant cash award or up to three advance increments to an employee, provided that such increments shall be given only in case of special exceptional/meritorious services and outstanding performance rendered by the employee.

35) Re fixation of pay on promotion:-

On promotion from one grade to another and where an employee is promoted or appointed in a substantive, temporary or officiating capacity to another post carrying

duties and responsibilities of greater importance than those attached to the post held by him, in the normal course of promotion or on transfer, his initial pay in the time scale of the higher post shall be fixed at the stage next above the pay notionally arrived at by increasing his pay in respect of the lower post by one increment at the stage at which such pay has accrued, provided that (a) where an employee immediately before his promotion or appointment to the higher post was drawing pay at the maximum of the time scale of the higher post shall be fixed at the stage in that time scale next above such maximum of the lower post. (b) This clause shall not apply in case where an employee holding a post in any capacity is appointed to another post by nomination or through a competitive selection test.

36) Option for fixation of Pay under rule-33:-

1) Where an employee who is promoted before drawing increment due in the lower post, shall be given an option to be exercised within one month of the date of promotion to have –

a) his initial pay fixed in the higher post on the basis of the provision of rule – 33 without any further review on accrual of increment in the pay scale of the lower post;

OR

b) his pay fixed in the higher post initially in the manner as provided under rule – 33 which may be revived and fixed as per provisions of rule - 33 on the date of accrual of next increment in the scale of pay of the lower post.

- 2) When the pay is fixed under clause (b) of sub-rule (1), the next date of increment shall fall due on completion of twelve months' qualifying service from the date the pay is fixed on the second occasion.
- 3) The option shall be allowed in cases where the initial fixation of pay in the scale of the higher post in the manner provided under rule-33.
- 4) The option shall be available to the employee only in cases of promotion to higher posts in normal course and not otherwise. Provided that in case where such stop gap promotion is followed by regular appointment to the higher post without any break in stop gap promotion and the regular appointment, the option may be allowed from the date of initial appointment to the higher post to be furnished within one month from the date of such regular appointment.
- 5) Option once exercise shall be final.

37) (1) Special Pay:-

Special pay may be granted to an employee for specially arduous nature of duty, additional work, work of higher quality, special work as in addition to pay scale up to 5% of his pay. The grant of special pay shall require the sanction of the Chief executive Officer and it shall not be for more then 12 months unless reviewed and sanctioned otherwise.

- (2) The employee already holding a post on substantive or officiating capacity or a probationer may be appointed by

the appointing authority at one time to officiate as a temporary measure in one or more posts and he will be entitled to the special pay as under :-

- I. 5% of the presumptive pay for holding additional charge of another post of equivalent rank.
- II. 10% of the presumptive pay for holding additional charge of another post which is next higher in rank.

37 (2) The employees of the Board shall be entitled for Leave Travel Concessions as per the State Government Rules.

CHAPTER V

ALLOWANCES (GENERAL)

38) Kinds of Allowances:-

The following kinds of allowances will be granted in accordance with the provisions of these rules:-

(i) Dearness Allowance, House Rent Allowance, Compensatory Local Allowance;

(ii) Traveling Allowance and

(iii) Halting Allowance, i.e. Daily Allowance.

39) Dearness Allowance:-

(i) Rate:- Until otherwise determined by the Board, Dearness Allowance shall be paid

on the pay as defined in rule 3(P) of these rules to the Employees of the Board at the rates prescribed by Government of Gujarat for its employees from time to time.

- (ii) Dearness Allowance during leave:-
Dearness Allowance may be drawn during leave not being extra ordinary leave.

40) House Rent Allowance:-

Until otherwise determined by the Board, employees shall be paid House Rent Allowance at the rates prescribed by the Government of Gujarat for its employees from time to time.

41) Compensatory Local Allowance:-

- (i) City Allowance:-

Until otherwise determined by the Board, City Allowance (Compensatory local allowance) will be sanctioned and paid to the employees of the Board at the rate prescribed and conditions laid down by the Government of Gujarat for its employees.

- (ii) Washing Allowance:-

Washing Allowance will be paid to the employees at the rate decided by C.E.O. from time to time to the personnel to whom uniforms are provided by the Board.

42) Traveling Allowance :-

- (a) Employees on tour:- An employee traveling on Board's business or on other authorized duty shall be entitled to claim traveling allowance from the Board.
- (b) An employee shall be entitled to travel by the mode and class of accommodation mentioned hereunder and shall be reimbursed his return fare for passage for the journey he is required to undertake from his Head quarter to his destination and back: The pay ranges and travel entitlement will be as follows:-

Pay Range (1)	Entitlement (2)
Rs. 16,400 and above	AC First Class
Rs. 8,000 and above but less than Rs. 16,400.	II AC 2-Tier Sleeper
Rs. 6,500 and above but less than Rs. 8,000.	First Class/II AC III-Tier Sleeper / AC Chair Car.*
Rs. 4,100 and above but less than Rs. 6,500.	First Class /II AC III-Tier Sleeper / AC Chair Car.*
Below Rs. 4,100	Second Sleeper.

*All employees who are entitled to travel on tour/transfer by first Class, II AC, III-Tier Sleeper/ AC Chair Car may, at their discretion, travel by II AC 2-Tier Sleeper where any of the trains connecting the originating and destination stations

concerned by the direct shortest route do not provide these three classes of accommodation.

Travel by AC III-Tier sleeper will be permissible in trains in which AC chair Car Accommodation is not provided.

Travel by Shatabdi Express Trains:-

Pay Range (1)	Entitlement (2)
Rs. 16,400 and above.	Executive Class
All other drawing pay below Rs. 16,400.	AC Chair Car.

Note:- The Chief Executive Officer may grant special permission in cases of emergency to travel by A.C. or Air to employees in pay range of Rs. 6500-10500 and above. For journeys performed by road by an employee, road mileage allowance shall be paid to him as per the rules / orders issued by Government of Gujarat for it's employees for each K.M. traveled except in any case for which different rates are specially provided.

Note:-

- (i) For journeys over 80 K.M. by road one way by conveyance other than a public conveyance, special permission of the Chief Executive Officer or an Officer authorized by him shall be required.
- (ii) The General Manager shall decide as to which employee shall travel by car.

- (iii) Distance shall be counted from the Headquarter to the halting place and back for purpose of conveyance allowance.

43) Employees of the Board traveling in Public Conveyance:-

Traveling allowance admissible to an employee of the Board traveling in a motor vehicle plying regularly for conveyance of passengers will be the actual cost of hiring a single seat.

44) Route by which traveling allowance is admissible:-

- (a) Traveling allowance is admissible on the basis of a journey by the shortest route, that is to say, the route by which an employee can reach his destination in the shortest possible time by ordinary mode of travel. Provided that for the purpose of this rule, the expression "Journey by the shortest route" shall not include travel by air.
- (b) Traveling allowance by a route costlier than the shortest shall not be admitted even though the employee may have actually traveled by that route but if an employee travels by route which is not shortest but is cheaper than the shortest, his traveling allowance shall be calculated by the route actually traveled.
- (c) The Chief Executive Officer may in a special case admit longer routes of travel.

45) Traveling Allowance on Transfer – Transportation:-

Until otherwise determined by the Board, Traveling Allowance including Transfer Allowance and expenditure on transportation of conveyance to retiring employee shall be paid as per the rules of Government of Gujarat in force from time to time.

Note:- Consequent upon the introduction of Revised scale of Pay, under G.C.S (ROP) Rules 1998 the State Govt. has revised the provision of Traveling Allowance / Daily Allowance vide Govt. Reso. F.D. No PGR / 1098 /49 – M dated the 16th Sept 1998. (Appendix II). The same shall be applicable to the employees of the Board.

- 46) The Chief Executive Officer may for sufficient reasons allow the employees to change the mode of travel from Second Class to First Class or from First Class to Air Conditioned Class/Air. The employee shall be reimbursed the actual expenditure incurred on conveyance.

47) Daily Allowance:-

(a) "Until otherwise determined by the board, Daily Allowance shall be paid to the employees of the Board in accordance with the rules of the Government of Gujarat in force from time to time.

(b) If any transport and free boarding and lodging is provided no daily allowance will be admissible.

- 48) Chief Executive Officer may for sufficient reasons allow employees to draw full daily allowance beyond the limit stipulated in these rules.

49) **Transport Allowance:-**

Employees of the Board shall be paid transport allowance at the rates and conditions prescribed by the Govt. Of Gujarat in respect of its employees under Govt. Reso. FD. No. PGR/1098 - 36 - M dated the 20th May 1998 or revised from time to time.

CHAPTER VI

MISCELANEOUS

50) Working hours:-

The offices of the Board shall remain open for business during such hours as may be decided by the CEO from time to time.

51) Holiday in lieu of overtime :-

Notwithstanding the fact that the whole time of an employee is at the disposal of the Board, an employee in Class III and IV who is required to work on any Sunday or Holiday, Chief Executive Officer may grant any other holiday in lieu of such Sunday or holiday.

52) Holidays:-

The Chief Executive Officer may, from time to time declare the number of holidays to be observed by the office of the Board.

53) Uniform:-

Until otherwise determined by the HR Committee uniform will be supplied to the peons and drivers of the Board at the following scales;

- (a) Two pairs of Teri cotton coat and pants every two years.
- (b) One pair of woollen coat and pant every three years.
- (c) One pair of shoe every two years.

54) Medical Benefits:-

Employees of the Board may be paid uniform Medical Allowance at the rates prescribed by the Govt. of Gujarat for its employees from time to time.

Provided that employees of the Board may exercise option to govern their medical benefit under the Medical Benefit scheme (Medical scheme approved by GIDB Society). The employees shall give option in every year i.e. in the Month of January .

55) Bonus:-

Employees of the Board may be paid adhoc or any other bonus at the rates and subject to the same restrictions and other terms and conditions as may be prescribed by the Government of Gujarat in respect of its employees from time to time.

CHAPTER – VII

LEAVE RULES

56) In this Chapter:- Kinds of leave

Leave includes earned leave, half pay leave, commuted leave, leave not due, extraordinary leave, study leave, maternity leave, paternity leave and disability leave.

The following are the classes of leave to any of which an employee may be eligible:-

- (i) Earned leave i.e. ordinary leave on average pay.
- (ii) Leave on half average pay.
- (iii) Commuted leave i.e. sick leave on medical certificate.
- (iv) Leave not due on half average pay on medical certificate.
- (v) Extraordinary leave i.e. leave without pay.
- (vi) Study leave.
- (vii) Maternity leave
- (viii) Paternity leave.
- (ix) Disability leave.
- (x) T.B./cancer/Leprosy Leave.

57) General Conditions for grant of leave:-

Leave is a permission granted by the CEO. at its discretion to the employee to remain absent from duty.

- (a) The maximum period of continuous absence from duty on leave granted otherwise than on medical certificate is twenty-eight months.
- (b) Earned leave may be sanctioned ordinarily to an employee on not more than three occasions during a calendar year, and the minimum period on each occasion shall be not less than seven days inclusive on any holidays allowed to be prefixed and or suffixed. If seven days is not admissible in a given case, the authority sanctioning leave may, at its discretion, grant leave for a lesser period.
- (c) Formal joining of the duty at the end of leave with the intention of taking leave again within a few days should not be permitted. The principal on which the requirements of this rule should be enforced is that no deliberate or intentional evasion of the rule should be permitted; but so long as this condition is satisfied, it is left to the discretion of the competent authority to grant or refuse it, may seem proper in each case.
- (d) An employee on leave may not take any service or accept any employment.
- (e) Any kind of leave under these rules may be granted in combination with or in continuation of any other kind of leave.

58) Authorities empowered to grant leave:-

The power to grant leave shall vest in the Chief Executive Officer or any other officer authorized in that behalf by the Chief Executive Officer. All applications for leave shall be addressed to the authority empowered to grant leave.

59) Power to refuse leave:-

Leave cannot be claimed as a matter of right by any employee. When the exigencies of the services so require, discretion to refuse or revoke leave of any description is reserved to the authority empowered to grant it. All orders recalling an employee to duty before expiry of leave shall state whether the return is optional or compulsory. If it is compulsory, employee shall be treated on duty from the date on which he starts for station.

- 60) Leave should not be granted to any employee who ought at once to be dismissed or removed from service for misconduct or general incapability.
No leave shall be granted beyond the date on which an employee is to retire compulsorily.

61) Maximum period of continuous leave:-

Unless Board in view of the exceptional circumstances of the case otherwise determines, no employee shall be granted leave of any kind for a continuous period exceeding five years.

62) Payment for leave earned:-

If an employee worker is discharged or dismissed from service or quite his employment or is superannuated or dies while in service, during the course of the calendar year, he or his heir or nominee, as the case may be, shall be entitled to wages in lieu of the quantum of earned leave to which he was entitled immediately before his discharge, dismissal, quitting of employment, superannuating or death.

63) Commencement and termination of leave:-

The first day of an employee's leave shall be the working day succeeding that upon which he makes over his charge. The last day of an employee's leave shall be the working day preceding that upon which he reports his return to duty. A substitute appointed in a leave vacancy shall be considered to be on duty on that post during the period of leave.

64) Combination of different kinds of leave:-

Except as otherwise provided in these rules any kind of leave under these rules may be granted in combination with or in continuation of any other kind of leave.

65) Obligation to furnish address during the leave:-

An employee shall, before proceeding on leave, intimate to the authority granting leave his address during leave and shall keep the said authority informed of any change in his address so intimated.

66) Scale on which earned leave can be earned:-

(a)(i) The Leave Account of employee shall be credited with 30 days EL in a Calendar year. This shall be done in advance in two installments of 15 days each on the 1st of January and 1st of July every year.

(ii) The credits afforded under sub-Para (a) above shall be reduced by $1/10^{\text{th}}$ of the period of extraordinary leave only availed of during the previous half year, subject to a maximum of 15 days.

(iii) The EL at the credit of employee at the close of half year, shall be carried forward to the next half year, subject to the condition that the EL so carried forward plus the credit for that half year shall not exceed 300 days.

(iv) If a employee is appointed on or after the 1st of January of a year, EL shall be credited to his leave account at the rate of 2.1/2 days for each completed calendar month of service which he is likely to render in a half year of the calendar year in which he is appointed.

(v) The credit for the half-year in which a member of the service is due to retire or resigns from service shall be afforded only at the rate of 2.1/2 days per completed calendar month in the half year, up to the date of retirement or resignation. If the leave already availed of is more than the

credit so due to him, necessary adjustment shall be made in respect of leave salary overdrawn if any.

(vi) When an employee is removed or dismissed from the service or dies while in service, credit of EL shall be allowed at the rate of 2.1/2 days per completed calendar month in which he is removed or dismissed from service or dies in service. Where the quantum of EL is in excess of the leave, the overpayment of leave salary, shall be recovered in such cases.

(b) While affording credit under Para 2, fraction of a day shall be rounded off to the nearest day.

67) Maintenance of Leave Account:-

The Leave account shall be maintained in the form appended.

In case of employees, having at their credit Earned Leave of 275 days or less as on 1st January/1st July, of a year earned leave of 15 days or proportionately less in respect of retiring persons or those leaving service during the next half year may continue to be credited to their leave accounts in advance as at present.

In cases where the Earned Leave at credit as on 1st January / 1st July is 300 days or less; but more than 285 days, credit of earned leave of 15 days may be kept separately and first adjusted against any Earned Leave that employee may take during the ensuing half year and the

balance if any, credited to the Earned Leave account at the close of half year subject to the ceiling of 300 days. If the Earned Leave taken during the half year is more than 15 days, the amount in excess of 15 days will, however, have to be debited to the leave account.

For example:

- 1) If as on 1st July, 2000, the employee has at his credit Earned Leave of 285 days, 15 days earned leave will be credited in Advance to his leave account provided he is not due to retire during the ensuring half year.
- 2) If on 1st July, 2000, the employee has at his credit 300 days Earned Leave and (a) if he avails 15 days earned leave during the period 1st July, 2000, to 31st December, 2000, the Earned Leave so taken will be adjusted against the 15 days earned leave kept separately to be credited to his account on 1st July, 2000. He will thus have at credit as on 1st January, 2001, 300 days Earned Leave and (b) if on the other hand, he has taken only 10 day's Earned Leave during the half year ending 31st December, 2000 such leave will be adjusted against the Earned Leave of 15 days to be credited to his earned leave account on 1st July 2000. No further leave will however, be credited to his Earned Leave account and the Earned Leave at his credit as on 1st January, 2001 will continue to be 300 days.
- 3) If as on 1st July, 2000, the employee has 290 days Earned Leave at his credit and,

(a) If he takes 15 days Earned Leave during the half year ending 31st December 2000 such leave will be adjusted against the 15 days earned leave to be credited to his account as on 1st July 2000 and the earned leave at credit on 1st January 2001 will remain 295 days.

(b) If, however, he has taken only, 10 days earned leave during the same half year, this will first be adjusted against the 15 days earned leave to be credited as on 1st July, 2000 and the balance of 5 days will be credited to his leave account so that as on 1st January, 2001 the Earned Leave at his credit will be 295 days.

68) Pay during leave:-

An employee on earned leave shall draw Leave Pay equal to his last pay drawn including C.L.A., House rent allowance and Dearness Allowance, and other allowances as defined as Pay under rule 3(P) of these rules.

69) Appointment during leave vacancy:-

The Chief Executive Officer or any other officer authorized in that behalf by the Chief Executive Officer may make officiating arrangements for leave vacancies.

70) Half Pay leave:-

(a) During the full period of his service an employee may be granted half Pay leave at the rate of 20 days for each completed year of service on private affairs or on a medical certificate from a medical practitioner authorized by the Board or from a

Registered medical practitioner treating such an employee or any member of his/ her family, who is dependent on him countersigned by the medical practitioner authorized by the Board. Sick leave may be availed of even if ordinary leave is admissible.

(b) The half pay leave account of every employee shall be credited with half pay leave in advance, in two installments of ten days each on the first days of January and July of every calendar year,

(1) The leave shall be credited to the said leave account at the rate of $5/3$ days for each completed calendar month of service which is likely to render in the half year of the calendar year in which he is appointed.

(2) The credit for the half year in which an employee is due to retire or resigns from the service shall be allowed at the rate of $5/3$ days per complete calendar month up to the date of retirement or resignation.

(3) When an employee is removed or dismissed from service or dies while in Service, credit of half pay leave shall be allowed at the rate of $5/3$ days per complete calendar month up to the end of the calendar month preceding the calendar month in which he is removed or dismissed from service or dies while in service.

(c) While affording credit under Para 1 above, fraction of a day shall be rounded off to the nearest day.

(d) While calculation the completed months of service, the month may be rounded off to the next higher, if it exceeds more than 15 days. For example, if an employee who has completed a year's service of 11th May, 1996, he may be given the benefit to half pay leave from May (since it exceeds more than 15 days) to December, 1996 for 13 days ($5/3 \times 8 = 12.1/3$).

71) Pay during half Pay leave:-

Half Pay leave shall be on $\frac{1}{2}$ average pay provided that where an employee has served the Board for at least a period of 5 years, he may, if he so requires, be permitted to avail himself of leave on average pay on medical ground, such leave of average pay being entered in his leave account as twice the amount of half pay leave taken.

72) Extraordinary leave:-

Extraordinary leave may be granted to an employee when no ordinary leave and half pay leave are due to him or when other leave is admissible, but the employee applies in writing for the grant of extraordinary leave and when having regard to his length of service, is considered justified to avail of leave. Except in exceptional circumstances, the duration of extraordinary leave shall not exceed 4 months on any one

occasion and 36 months during the entire period of an employee's service.

The maximum duration of continuous absence from duty at any time with or without leave should not exceed 28 months.

No pay and allowances are admissible during the period of extraordinary leave and the period spent on such leave shall not count for increments. Such leave is not to be debited in leave account.

73) Study leave:-

Study leave may be granted to an employee for the purpose of undertaking studies of scientific, technical or similar problems or to undergo special course of instructions or training in or outside India having a direct and close connection with the sphere of his duty on such terms and conditions as may be fixed by the Board. Study leave out of India shall not be granted without the prior approval of the State Government.

The other terms and conditions for sanction of study leave shall be as per the rules / orders issued by the State Government for its employees from time to time.

74) Study leave shall not ordinarily be granted to the employee:-

- (i) Who has rendered less than five year's service in the Board;
- (ii) Who is due to retire or has the option to retire, from the service within the years after the expiry of the leave.

75) Maternity leave:

The Competent authority may grant to a female employee who has put it at least one year of continuous service, maternity leave for a period which of one hundred and thirty five from the date of it's commencement. Such leave shall not be debited to the leave account of the employee and shall be granted for confinement in respect of first two children only, or as may be decided by the State Govt. from time to time for its employees.

76) The leave salary admissible during the period of maternity leave shall be regulated as follows.

(1) Who is permanent or has put in two or more years continues service the salary admissible shall be equal to the pay drawn immediately proceeding on leave.

(2) Who has put in less than two years but more than one year continuous service, leave salary admissible shall be equal to half the pay drawn immediately before proceeding leave.

77) A female employee may be granted leave of any other kind admissible to her in combination with, or in continuation of maternity leave if the request for its grant is supported by medical certificate of the Board authorized medical practitioner. A male or female who undergoes a vasectomy or tubectomy operation as the case may be, duly certified by operating surgeon, will be entitled for six days and fourteen days leave with pay respectively.

78) Paternity Leave:-

The competent authority may grant paternity leave to a male employee for a period of 15 days during the confinement of his wife. During the period of such leave, he shall be paid leave salary equal to the pay drawn immediately before proceeding on leave. Paternity Leave shall not be debited against the leave account and may be combined with any other kind or leave. It may not normally be refused.

79) Disability Leave:-

An employee of the Board disabled by injury intentionally inflicted or caused in consequence of the performance of his official duties or in consequence of his official position, may be granted disability leave on a certificate by the Govt. Medical Officer such a leave shall not in any case exceed 24 months. It may be combined with leave of any other kind and shall be counted as duty in calculating service for gratuity, but shall not be debited against the leave account.

Leave salary during such leave shall be admissible as under:

- (a) For the first 4 months : On average pay.
- (b) For remaining period : On half average pay.

These provisions may be extended to cases where employee disabled by injury accidentally incurred in or in consequence of the due performance of his duties or in consequence of his official position or by illness incurred in performance of any particular duty which has the effect of increasing his liability to illness or injury beyond the ordinary risk attaching to the post which he holds.

80) Leave not due:-

Leave not due may be granted to an employee subject to the following conditions:-

- i. Leave not due may be granted to an employee for a period not exceeding 360 days during his entire service.
- ii. On medical certificate without limit of amount and,
- iii. Otherwise than on medical certificate for not more than three months at one time and six months in all, reckoned in term of leave on average pay.
- iv. When an employee returns from leave which was not due and which was debited against his leave account, no leave will become due to him until the expiration of fresh period spent on duty sufficient to earn credit of leave equal to the period of leave which he took before it was due.
- v. The employee asking for leave not due should have put in minimum of 5 years of service in the Board. An employee suffering from T.B., leprosy, cancer or mental illness may be granted leave even if he has put in less than five years service.
- vi. The authority competent to grant leave should be satisfied that there is reasonable prospect of the employee returning to duty on expiry of

such leave and earn half pay leave equal to Leave Not Due.

- vii. Leave not due shall be limited to half pay leave he is likely to earn thereafter and shall be debited against the half pay leave.

81) Casual Leave:-

- i. Casual leave may be granted to an employee by the CEO or by an authority to whom such power is delegated by CEO up to a maximum of 12 days in each calendar year. No appointment is required to replace the employee on casual leave. Sunday weekly offs or public holidays may be allowed to be enjoyed in conjunction with any spell of casual leave whether by prefixing or suffixing or by both subject to the condition that if absence of the employee from headquarters as a result of such days being joined with or falling within a period of casual leave is likely to cause inconvenience to the Board, sanctioning authority may see that such cases of absence from headquarters are restricted to a reasonable period, and if necessary, some of the holidays or even a part of casual leave may be required to be spent at Headquarters only. Sundays, weekly offs or public holidays falling within the period of casual leave shall not be counted as part of casual leave.
- ii. In respect of an employee joining service in the middle of a calendar year, the sanctioning authority may grant casual leave proportionate

to service rendered by him in the Board i.e. at the rate of one day of casual leave for one calendar month.

- iii. If the absence of an employee is extended beyond the limits mentioned above, or if any of the other conditions stated above is not fulfilled, the employee may be treated as on earned leave or leave without pay for the entire period of his absence at the discretion of the sanctioning authority.

CHAPTER VIII

82) Encashment of Earned Leave:-

An employee shall be entitled of the benefit of encashment of unutilized earned leave at his credit up to the limit of 300 days in respect of the following categories:

- (1) Retirement on attaining the age of superannuating
- (2) Case where the service of an employee has been extended, in the interest of public service, beyond the date of retirement on superannuating.
- (3) Voluntary retirement;
- (4) Pre-mature retirement;
- (5) In the case of death of an employee while in service, to the family of the deceased;

- (6) In case of absorption of the employees in other State Govt. undertaking.

An employee of the Board who resigns or quits service shall be entitled to cash equivalent in respect of Earned Leave at credit on the date of cessation of service to the extent of half of Earned Leave on the date of cessation of service to the extent of half of such leave at his credit subject to a maximum of 150 days.

The cash equivalent shall be equal to the leave salary as admissible for earned leave and the amount so calculated shall be paid in one lump sum as a one time settlement. No house rent allowance or city compensatory allowance shall be payable.

CHAPTER IX

83) Compulsory Retirement and Voluntary Retirement:-

An appointing authority shall, if he is of the opinion that it is in the public interest to do so, have the absolute right to retire any employee other than class IV by giving him notice of not less than three months in writing or three months pay and allowances in lieu of such notice.

In Case,

- (i) If he is in Class I or II service or post or any unclassified post on or after the date on which he attains the age of 50 years and,
- (ii) If he is in Class III service or post on or after the date on which he attains the age of 55 years;

Any employee of the Board other than class IV may by giving notice of not less than three months, in writing to the appointing authority, to retire from service after he has attained the age of 50 years.

The procedure and criteria to be followed regarding pre-mature retirement under this rule is laid down in Appendix III to these rules.

CHAPTER X PROVIDENT FUND AND GRATUITY

84) The Organization shall maintain and administer a Contributory Provident Fund. All officers and employees of the Board who are not on deputation from Government or any Public Body shall subscribe to the Contributory Provident Fund from such date as may be notified. The Fund shall be administered in accordance with the rules framed for the purpose and in force from time to time.

85) Gratuity:-

Eligibility:- Every employee of the Board who is not on deputation from outside shall be eligible for gratuity.

86) Payment of gratuity shall be made to an employee or his legal heirs or successors as the case may be, if he is eligible for it under these rules, on death, resignation, retirement or termination of service of the Board equal to one half of his pay last drawn for each completed year of service, subject to a maximum of 16.5 times the pay.

For the purposes of these rules,

(a) Period of all leave without break in service shall be counted;

(b) Pay means basic pay and Dearness Allowance of an Employee on the date he ceased to be in the employment of the Board.

(c) Amount of gratuity under this rule shall in no case exceed rupees three lacs and fifty thousands.

87) Gratuity will not be paid to any employee who is dismissed for dishonesty or misconduct irrespective of the length of his service.

88) No gratuity will be granted in case of an employee if he/she has not completed continues service in the Board for minimum period of five years.

Notwithstanding anything contained in the above provision gratuity will be granted to an employee or his legal heirs if he dies while in service or retirement on account of certified permanent incapacity due to bodily or mental infirmity as under.

Completed year of qualifying service	Amount of gratuity
(1) Less than one year's service.	Two month's pay
(2) One years of more but less than five years.	Six month's pay
(3) Five years or more but less than twenty years.	Twelve month's pay
(4) Twenty years or more.	One month's pay for each

	completed year of service limited to thirty three pays.
--	--

Provided that the amount of gratuity payable under this rule shall in no case, exceed rupees three lacs and fifty thousands.

Note:- The pay for the purpose of this rule shall be the last drawn pay plus dearness allowance admissible on the date of retirement or death.

CHAPTER – XI

REPEAL AND SAVINGS

89) Repeal and Savings:-

Service Rules of Gujarat Infrastructure Development Board Society so far as they relate to terms and conditions of appointment, conditions of service, remuneration and other related matters are hereby repealed.

Provided that such repeal shall not affect the previous operation of the rules so repealed or anything done or any action taken there under.

Provided further that all the service matter for which no specific provision is made in these rules, provision made under State Service Rules shall be applicable to the employees of the Board.

APPENDIX I
(See Rule.. 15)
GUJARAT INFRASTRUCTURE DEVELOPMENT BOARD

Place:

Date:

I hereby solemnly declare that I have read and understood the Gujarat Infrastructure Development Board (Employees) Service Rules and I hereby subscribe and agree to be bound by the said Rules. I give below my particulars which are true:-

- 1) Name in full with aliases
And former name or names,
if any (In Block Capital).
- 2) Permanent Address.
- 3) Present address.
- 4) In case of emergency to
Intimate at (Tel. No. if any).
- 5) Date of Birth.
- 6) Place of birth with
district and State.
- 7) Place of domicile.
- 8) Nature of appointment.

- 9) Date of appointment.
- 10) Signature
- 11) Signature of the Head of
The Department.

APPENDIX II

(See Note below rule 45)

Traveling Allowance/Daily Allowance etc.
Revision of-

Government of Gujarat,
Finance Department,
Resolution No. RGR-1098-49-M
Sachivalaya, Gandhinagar
Dated the 16th September, 1993.

Read:-

- (1) Government Resolution, Finance Department: No.ECR-1087-28-M, dated the 7th August, 1987 as amended from time to time.
- (2) Government Resolution, Finance Department;MSB-1096-229-J,
- (3) Government Resolution, Finance Department, MSB-1096-CMR-6-J, dated 1st August, 1996
- (4) Government Resolution, Finance Department, MSB-1496-796-J,

RESOLUTION

Consequent upon the introduction of Revised Scale of Pay under the Gujarat Civil Services (Revision of Pay) Rules, 1998 the question of revising the Rates of Traveling Allowance, Daily Allowance etc. was under the consideration of Government. After careful consideration, Government is pleased to direct that the existing provision of Traveling Allowance / Daily Allowance etc. shall be modified as set out in the Annexure to this Government Resolution.

- 2) The term "pay" for the purpose of these orders refers to pay in the revised scales of pay promulgated under the Gujarat Civil Services (Revision of Pay) Rules, 1998. In the case of

employees who opt to retain the pre-revised scales of pay, the "Pay" will include, besides pay in the pre-revised scales of pay, Dearness Allowance and interim Relief at the rates applicable under the orders in force prior to 1-1-1996.

3) These orders take effect from 1st October 1998. However, if the regulation of the results in lowering of the existing entitlements in the case of any individual, groups or classes of employees, the entitlements, particularly in respect of mode of travel, class of accommodation, etc. shall not be lowered. They will instead continue to be governed by the earlier orders on the subject till such time as they become eligible in the normal course, for the higher entitlements The Traveling Allowance entitlements in respect of journeys performed between 1st January, 1996 and 30th September, 1998 will be regulated in accordance with the orders contained in the Government Resolution cited in the preamble.

4) The other existing terms and conditions governing grant of all the allowances mentioned in the Annexure will continue to remain in force.

The necessary amendment to the Bombay Civil Services Rules, 1959 will be issued in due course.

By order and in the name of the Governor of Gujarat,

A. B. Pathan,
Officer on Special Duty,
Finance Department.

B- Lumpsum Transfer Grant and Packing- Allowance:-

The lumpsum transfer grant and packing allowance may also be replaced by the composite transfer grant equal to half month's basic pay last drawn in case of those employees who on retirement, settle down at places other than the last station(s) of their duty located at a distance of or more than 20 km. The transfer incidentals and road mileage for journeys between the residence and the railway station/bus stand, etc. at the old and new stations, presently admissible, will also be subsumed in the composite transfer grant and will not be separately admissible.

As in the case of serving employees, government employees who, on retirement, settle at the last station of duty itself or within a distance of less than 20 km may be paid the composite transfer grant equal to one forth of the basic pay last drawn by them, subject to condition that a change of residence is actually involved.

Annexure to Government Resolution, Finance Department No.
PGR-1098-49-M, dated the 16th September, 1998.

1. Accommodation entitlements for Journeys on Tour.

A. Mileage Allowance for journeys by Air

a) In partial modification of existing orders, with effect from 1-10-1998, travel by air within the country will be permissible on tour in the case of officers in receipt of pay of Rs. 16,400 and above at their discretion, provided that officers drawing pay between Rs. 12,300 and Rs. 16400 may also be permitted to travel by air at their discretion if the distance involved is more than 500 km and journey cannot be performed overnight by direct train service/ direct slip coach service.

b) Secretaries of the Administrative Departments/ Heads of Departments who are in supertime scale of IAS/ Director General of Police and Inspector General of Police, Principal Chief Conservator of Forest would be the competent authorities to permit officers who are drawing pay of Rs. 10,000 per month or more to travel by air under their administrative control if:-

- (i) the distance involved is more than 500 km.
- (ii) The journey cannot be performed overnight by rail and
- (iii) Such journey by air is considered essential in public interest.

c) Officers who are entitled to travel by air on tour as indicated in (a) above may also travel by air along with the members of the family in respect of journeys on transfer.

d) In the case of international travel, officers of and above the level of Principal Secretary to the Government and of equivalent status shall be entitled to travel by First Class, officers of the level of Additional Chief Secretaries and Secretaries and of equivalent status by Business/ Club Class and all other officers by Economy Class.

B. Entitlement for journey by Rail on tour and transfer :-

In super session of the orders relating to the pay ranges and travel entitlement for journey by rail on tour and transfer the revised pay ranges and travel entitlement will be as follows with effect from 1-10-1998:-

Pay range (1)	Entitlement (2)
Rs. 16,400 and above	AC First Class
Rs. 8,000 and above but less than Rs. 16,400	II AC 2-Tier Sleeper
Rs. 6,500 and above but less than Rs.8,000	First Class/II AC III-Tier Sleeper/AC chair Car*
Rs. 4,100 and above but less than Rs. 6,500	First Class/II AC III-Tier Sleeper/AC chair Car*
Below Rs. 4,100	Second Sleeper.

*All Government employees who are entitled to travel on tour transfer by First Class II AC III-Tier Sleeper AC Chair Car may, at their discretion, travel by II AC II-Tier Sleeper where any of the trams connecting the originating and destination stations concerned

by the direct shortest route do not provide these three classes of accommodation.

Pay Range (1)	Entitlement (2)
Rs. 16,400 and above	AC First Class
Rs. 8,000 and above but less than Rs. 16,400	II AC 2-Tier Sleeper
All other drawing pay below Rs. 8,000	AC Chair Car*

*Travel by AC III-Tier Sleeper will be permissible in trains in which AC Chair Car accommodation is not provided.

Travel by Shatabdi Express Trains:-

Pay Range (1)	Entitlement (2)
Rs. 16,400 and above	Executive Class
All others drawing pay below Rs. 16,400	AC Chair Car

Mileage Allowance for journey by Road:-

Pay Range (1)	Entitlement (2)
Rs. 18,400 and above	Actual fare by any type of public bus, including air conditioned bus. OR At prescribed rates for AC Taxi when the journey is actually performed by AC taxi,

	<p>OR</p> <p>At prescribed rates for auto rickshaw for journey by auto rickshaw.</p> <p>OR</p> <p>At prescribed rates of road mileage for journeys by scooter/motor cycle / moped etc.</p>
Rs. 8,000 and above but less than Rs. 18,400.	Same as at (i) above with the exception that journeys by AC Taxi will not be permissible.
Rs. 6,500 and above but less than Rs. 8,000	Same as at (ii) above with the exception that journeys by AC bus will not be permissible.
Rs. 4,100 and above but less than Rs. 6,500	<p>Actual fare by any type of public bus other than Ac bus.</p> <p>OR</p> <p>At prescribed rates for auto rickshaw for journey by auto rickshaw.</p> <p>OR</p> <p>At prescribed rates of road mileage for journeys by scooter / motor cycle / moped etc.</p>
Below Rs. 4,100	<p>Actual fare by ordinary public bus only,</p> <p>OR</p> <p>At prescribed rates for auto rickshaw for journey by auto rickshaw.</p> <p>OR</p> <p>At prescribed rates of road mileage for journeys by scooter / motor cycle / moped etc.</p>

2) Daily Allowance on Tour:-

The grouping of pay ranges and the rates of Daily Allowance are revised as follows with effect from 1-10-1998, subject to the existing conditions:-

(a) When the Government Employee stays in Government / Public Sector Guest House of makes his own arrangements.

Pay range	Localities other than those mentioned in columns (3) (4) and (5)	B-1 Class cities and expensive localities*	A Class cities and specially expensive localities**	A-1 Class cities.
(1)	(2)	(3)	(4)	(5)
Rs. 16,400 and above	Rs. 135	Rs. 170	Rs. 210	Rs. 260
Rs. 8,000 and above but less than Rs. 16,400	120	150	185	230
Rs. 6,500 and above but less than Rs. 8,000	105	130	160	200
Rs. 4,100 and above but less than Rs. 6,500	90	110	135	170
Below Rs. 4,100	55	70	85	105

(b) When the Government employee stays in a hotel or other establishment providing boarding and/ or lodging at Scheduled Tariffs.

Pay Range (1)	Localities other than those mentioned in columns (3), (4) and (5) (2)	B-1 Class cities and expensive localities* (3)	A Class cities and specially expensive localities** (4)	A-1 Class cities (5)
Rs. 16,400 and above	Rs. 335	Rs. 425	Rs. 525	Rs. 650
Rs. 8,000 and above, but less than Rs. 8,000	225	330	405	505
Rs. 6,500 and above, but less than Rs. 8,000	200	250	305	380
Rs. 4,100 and above, but less than Rs. 6,500	130	160	195	245
Below Rs. 4,100	65	85	100	125

*As specified by Government form time to time.

3. Journey on Transfer:-

A. Accommodation and Mileage allowance entitlements:-

Accommodation and Mileage Allowance entitlements as prescribed at Serial No. 1 above for journeys on tour by different modes will also be applicable in case of journeys on transfer.

With a view to encouraging the adoption of small family norms by State Government employees, it has also been decided that traveling allowance on transfer will be restricted to only two dependent children of an employee. This restriction, which will come into effect from July 1, 1999, shall not, however, be applicable in respect of those employees who already have more than two children prior to the issue of these orders. Further children of employees born between the date issue of these orders and 30th June, 1998 will also be entitled to such benefits as are admissible under the Traveling Allowance Rules to employees and their families on transfer irrespective of the number of children that they may already have. This restriction shall not also be applicable in respect of those employees who are presently issueless or have only one child and the subsequent pregnancy results in multiple births as a consequence of which the number of children exceeds two.

B. Rates of lump-sum Transfer Grant and Packing Allowance:-

In super session of Para No. 8 of Government Resolution, Finance Department, No. ECR-1087-28-M, dated 7-8-1987, the lump-sum transfer grant and packing allowance presently admissible on transfer will be replaced by a Composite Transfer Grant with effect from 1-10-1998. The Composite Transfer Grant shall be equal to half month's basic pay in case of transfers

involving a change of station located at a distance of or more than 20km from the old station and of transfers within the same city, the Composite Transfer Grant will be restricted to one – forth of the basic pay, provided a change of residence is actually involved. Further, the transfer incidentals for the Government employees and the members of his family as well as the road mileage for journeys between the residence and the railway station / bus stand / airport at the old and new stations, which are presently admissible in terms of Government Resolution, Finance Department, No. MSB-1496-796-J dated 16-12-1996 shall no longer be admissible. These will instead be subsumed in the Composite Transfer Grant.

C. Transportation of Personal Effect by Rail:-

The entitlement for carriage of personal effects shall be revised as follows with effect from 1-10-1998:-

Pay Range (1)	Personal effects that can be carried (2)
Rs. 16,400 and above	Full four wheeler wagon or 6000 kg by goods train or one Double Container.
Rs. 8,000 and above but less than Rs. 16,400	Full four wheeler wagon or 6,000 kg by goods train, or one Single Container.
Rs. 6,500 and above but less than Rs. 8,000	3,000 kg by goods train
Rs. 4,100 and above but less than Rs. 6,500	1,500 kg by goods train
Below Rs. 4,100	1,000 kg by goods train*

*Such of those employees as are in receipt of a revised pay of Rs. 3,350 p.m. and above may also be permitted to transport 1,500 kg of personal effects by goods train.

D. Transportation of Personal Effects by Road:-

The rates of allowance for carriage of personal effects between places connected by road only will be as indicated below with effect from 1-10-1998:-

Pay range (1)	A-1/ A / B-1 Class cities Rs. Per km (2)	Other cities (3)
Rs. 8,000 and above	30.00	18.00
Rs. 6,500 and above but less than Rs. 8,000	15.00	9.00
Rs. 4,100 and above but less than Rs. 6,500	7.60	4.60
Below Rs. 4,100.	6.00	4.00

Notes:-

- 1) The allowance at higher rates mentioned in column (2) will be admissible, as at present, only for carriage of personal effects from one place to another within the limits of A-1/ A/ B-1 Class cities.
- 2) Such of those employees as are in receipt of a revised pay of Rs. 3,350 and above will however, be entitled to the rates of allowance prescribed for employees in the next

higher pay range of Rs. 4,100 and above but less than Rs, 6,500. The higher rate mentioned in column (2) will be admissible in their cases as well only for carriage of personal effects from one place to another within the limits of A-1/ A/ B-1 Class cities.

In cases of carriage personal effects by road between places connected by rail, a government employee can draw the actual expenditure on transportation of personal effects by road for the amount admissible on transportation of the maximum admissible quantity by rail and additional amount of not more than 25 per cent there of, whichever is less.

E. Transportation of Conveyance:-

The scales for transportation of conveyance on transfer at government expense will be as follows with effect from 1-10-1998:-

Pay range (1)	Scale (2)
Rs. 6,500 and above	One motor car or one motor cycle / scooter
Less than Rs. 6,500	One motorcycle / scooter / moped or one bicycle.

4. T.A. entitlements of retiring employees:-

A. Transportation of Conveyance:-

The expenditure on transportation of conveyance by government employees on their retirement shall be reimbursed without insisting on the requirement that the possession of the conveyance by them while in service at their last place of duty should have been in public interest.

APPENDIX III (See Rules 83)

- 1) The appointing authorities shall conduct reviews of cases of such employees who are attaining the age of 50 years or the age of 55 years as the case may be, for considering whether they deserve to be continued further in service or whether they should be retired prematurely.
- 2) Six months before an employee attains the age of 50 years or the age of 55 years, as the case may be, his record should be carefully examined by the authority competent to make an appointment to the post which he is holding, whether in an officiating or substantive capacity, with a view to taking a decision whether he should be retained in service or retired prematurely on or after his attaining the age of 50 years or 55 years, as the case may be.

The procedure to conduct such reviews in a year is indicated below:-

Period in which review process is required to be undertaken.	The category of employees to be covered.
1) January – June period...	Employees attaining the age of 50 years or 55 years, as the case may be, during the July-December period in the same year.
2) July-December period...	Employees attaining the age of 50 years or 55 years, as the case maybe, during the January-June period of the next year.

The processing of cases of such reviews should be so arranged as to compete in each case in about three months time so that in the event of retirement being finally decided upon, it is possible to serve a notice on the employee concerned at least three months before the date on which he attains the age of 50 years or 55 years, as the case may be and his retirement can be given effect to, as soon as possible.

- 3) Authorities competent to retire an employee prematurely;
The appointing authority in respect of an employee with reference to the post which he is holding at relevant time is competent to retire him prematurely from service of the Board.

- 4) Employees deserve to retire prematurely.

If the authorities concerned have reasonable cause to believe that employee is lacking in integrity, it would be appropriate to consider him for premature retirement irrespective of the assessment of his ability or efficiency in work.

So far as the question of premature retirement of an employee on his attaining the age of 50 years is concerned, if the record of his service is satisfactory, he should not be retired prematurely. It is only when an employee falls below the average standard than he should be proposed for retirement on his attaining the age of 50 years.

Ordinarily, the fitness of an employee to continue in service up to the age of 55 years or 58 years, as the case may be, may also be judged in relation to his substantive post. If he is good enough for that post but

not for the higher post in which he has been officiating, he should be reverted to his substantive post, if possible and in that case, he may be retained in service.

The opportunity to avail of reversion to lower posts as an alternative to their impending premature retirement is also available to those employees who are substantive in the higher posts, provided they had been promoted thereto from the lower posts, if they wish to do so. In certain cases, there may be difficulties in adopting such a course or it may not be expedient to do so; for instance, when a employee has been officiating in a higher post for a long period and it appears unlikely that he would put his heart into his work after reversion. This, however, is a question for which no hard and fast rule can be laid down and each case will have to be considered carefully by the competent authority on its merits.

As regards the question of prematurely retiring an employee on his attaining the age of 55 years, the minimum standard expected of an employee for retention in service beyond the age of 55 years should be at least a good record of performance. While reviewing a case for retention / premature retirement beyond the age of 55 years, consideration should not be restricted only to the last three years of the employee's career but reports during the last 8 to 10 years should be invariably taken into account for formulating an opinion whether the employee concerned deserves to be retained in service beyond 55 years of his age or not.

If an employee proposed to be retired prematurely on his reaching the age of 50 years or 55 years, as the case may be, happens to be a Class-I officer, instead of

serving a notice on him for retirement straightaway, he should be informed by a confidential letter before he reaches the age of 50 years or 55 years, as the case may be, to effect that Board has decided to retire him prematurely from such and such a date (to be specified) and that if he himself expresses a desire for voluntary retirement, he may serve a notice on Board for being permitted to retire voluntarily. Such a notice for voluntary retirement will have of course to be in unconditional terms. If there is no positive response from the officer concerned, then a notice be issued to him for premature retirement.

However, if it becomes necessary in the interest of the Board to relieve an officer whose premature retirement has been decided upon, immediately, by paying him three months pay and allowances in lieu of notice, he should not be addressed as envisaged above for serving a notice of premature retirement himself. Such an officer can be relieved from service by giving him, along with the letter of retirement, three months notice pay and allowances in lieu of the notice period, as provided under the Service Rules.

In a case in which an employee's physical or mental condition is such as to affect adversely his efficiency or ability for further service, it would be appropriate to consider him for premature retirement. However, in such cases, once it is decided to retire such an employee, it is desirable that the authority concerned first advises him to opt to retire under Service Rules and action to give him notice under Para - 2 should be taken only if the employee fails to act according to this advice.

The position regarding the physical and mental condition of employees, so far as it is likely to affect their efficiency and ability for further service, should be one of the items on which the Reporting Officers writing their confidential reports should give their opinion. The opinion should be expressed in the confidential reports of all such employees who are approaching the age of 50 years or 55 years, as the case may be, when the question of their retention in service or premature retirement from service is going to come up for consideration. In some case, however, where the employee may be known or reported to be suffering from any serious disability, infirmity or disease, which makes it desirable to have a medical opinion, the appointing authority may use his discretion to require such an employee to appear for medical examination.

Once it is decided to retain an employee in service beyond the age of 50 years, he should be allowed to continue up to the age of 55 years without any fresh review unless such review be justified by special reasons such as deterioration in subsequent work or conduct or the state of his physical health, which may make his earlier retirement clearly desirable. The same thing would apply, mutates, in respect of an employee whom it has been decided to retain in service beyond the age of 55 years. He should ordinarily be allowed to continue up to the age of 58 years without any fresh review unless a fresh review becomes necessary for special reasons referred to.

5) Review Committees:-

For reviewing the cases of Class I and II for their retention in service or premature retirement on or after

they attain the age of 50/55 years, the following Committees are required to be constituted;

- (i) For Class-I,II officers:- Committee consisting of the Chief Executive Officer, General Manager
- (ii) For Class III and IV :- Committee consisting of General Manager, Senior Manager and Dy. Manager (P&A)

The aforesaid Committees should carefully examine the cases and should submit their recommendations on the point whether the employees under the review should be retained in service or retired on their attaining the age of 50 years.

Where the Review Committee concerned comes to a conclusion as a result of the examination of the employee's record that he should be retired prematurely, it should record fully and clearly the considerations and reasons for its conclusion. A final decision as to the premature retirement of an employee on or after his attaining the age of 50 / 55 years has to be taken by the Chief Executive Officer on the basis of the recommendations made by the Review Committee.

When it is decided to continue an employee in service beyond the age of 50 years or 55 years, as the case may be, it is not necessary to issue formal orders to that effect.

- (iii) Provisions regarding representations or appeals if any, against the orders of premature retirement.

(a) In case of class I, II HR Committee will act as an Appellate Review Committee and consider the representations against premature retirement orders.

(b) In case of class III and IV employees; the Chief Executive Officer will act as an Appellate Review authority and consider the representations against premature retirement orders.

Where the premature retirement of an employee is found unjustified by the appellate authority on consideration of his representation and he is reinstated in service, pursuant to a decision taken by the competent authority, the period of interruption in his service should be treated as duty for all purposes and he should be paid full pay and allowances.

The time-limit prescribed for preferring an appeal against the orders of premature retirement (either already implemented finally or contemplated as revealed in the notice served in that connection) is 45 days from the date of receipt of the order of premature retirement or the notice of premature retirement, as the case may be. If, an appeal is received after the time-limit is over, it should not be taken into consideration either by the Appellate Review Committee or by the competent authority.

**GUJARAT INFRASTRUCTURE
DEVELOPMENT BOARD**

**CONDUCT, DISCIPLINE AND APPEAL
RULES -2004**

(Approved in 38th Executive Committee
meeting held on 28/7/2004)

**Gujarat Infrastructure Development Board
Udyog Bhvan, Gandhiangar**

CLARK COUNTY BOARD
DEVELOPMENT BOARD

CONDUCT DISCUSSION AND DEBATE
MAY 12, 1994

(Approved by the Board of Directors
Meeting held on 12, 1994)

General Information re Board of Directors
Meeting held on 12, 1994

GUJARAT INFRASTRUCTURE DEVELOPMENT BOARD

Where it is necessary to define and lay down the terms and conditions of appointment and service of the staff of the Gujarat Infrastructure Development Board, in exercise of the powers conferred by Sub – Section 2 of Section 26 of the Gujarat Infrastructure Development Act 1999, Gujarat Infrastructure Development Board hereby makes and adopt the following rules, namely:-

CHAPTER – 1

1) Short Titles and Commencement:-

- (a) These rules may be called the Gujarat Infrastructure Development Board Conduct, Discipline and Appeals Rules – 2004.
- (b) They shall come into force from the day they are approved by the Governing Body of the Board.

2) Extent of Application:-

Except where it is otherwise expressly or impliedly provided, these rules shall apply to:-

- (a) All members of services and holders of posts whose conditions of service; Gujarat Infrastructure Development Board is competent to prescribe and
- (b) The person in respect of whose service conditions, special provision has been made under an agreement, in respect of any matter not covered by the provisions of such agreement.

3) Right to Interpret:-

If any question relating to the interpretation of these rules arises, the powers to interpret the rule rest with the Chief Executive Officer.

4) Power to Relax:-

Where the Chief Executive Officer is of the opinion that the operation of any of these rules may cause undue hardship to any person or class of persons, it may, by written order, for the reasons to be recorded in writing, relax the requirement of that rule to such extent and subject to such conditions as it may consider necessary, for dealing with the case in a just and equitable manner.

Provided that no such order shall be made except with the prior concurrence of the Governing Body of the Board.

HR Committee

CHAPTER – II

5) DEFINITIONS: -

- (a) “Board” means Gujarat Infrastructure Development Board.
- (b) “Employee” means any person who holds a post under Board, other than a casual employee / on contractual employment, a member of the work charged establishment, a person paid from contingencies or daily rated person and includes any person whose services are temporarily placed at the disposal of the Central Government, State Government, Government undertaking, a local or other authority.
- (c) “Family” means and includes an employee’s wife or husband, legitimate children, and step children ordinarily residing with him / her and wholly dependent on him or her. An adopted child shall be considered a legitimate child if under the personal law of the employee adoption is legally recognized as conferring on it the status of a natural child. It includes, in addition parents, sisters and minor brothers if residing with and wholly dependent upon the employee.
- (d) “Appointing authority in relation to an employee” means the authority empowered to make appointment to the service of Board.

- (e) The words and expression used but not defined in these rules shall have same meaning assigned to them in service Rules – 2004 of Gujarat Infrastructure Development Board.
- (f) **“Disciplinary Authority”** means the authority competent under this rules to impose on an employee any of the penalties specified in rule 20.

CHAPTER – III

6) GENERAL: -

(a) Every employee of the Board shall at all the times:-

1) Maintain absolute integrity, devotion to duty, use his utmost effort to promote the interest of the Board and do nothing, which is becoming of an employee of the Board.

2) Prohibition of sexual harassment of working woman.

No Employee shall indulge in any act of sexual harassment of any woman at her work place.

Explanation:- For the purpose of these rules "Sexual harassment" include such unwelcome sexually determined behavior, whether directly or otherwise.

7) (a) No Employee shall use his position or influence directly or indirectly to secure employment for any member of his family in any company or firm.

(b) No employee shall, except with the previous sanction of the C. E. O. of Board permit any member of his family to accept employment in any company or firm with which he has official dealing.

- 8) No employee shall contribute to the press without prior sanction of Chief Executive, make public or publish any document, paper or information of the Board, which may come into his possession in his official capacity.
- 9) No employee shall accept or seek any outside employment or office without the previous sanction of the Chief Executive Officer. The Chief Executive Officer may in suitable cases allow such employment or office.
- 10) An employee shall not absent himself from his duties without having first obtained the permission of the competent authority. However, in special circumstances like sickness or accident, the employee may absent without prior permission. But, in that case, he shall inform the authority concerned within 24 hours.
- 11) An employee, who absent himself from duty without leave or overstay his leave, except under circumstances beyond his control for which he must tender satisfactory explanation, shall not be entitled to draw any pay and allowances in respect of the period of such absence or overstay. Such unauthorized absence shall be treated as misconduct and the employee shall further be liable to such penalties as the Chief Executive Officer may deem fit. If such absence or overstay is shown to be beyond his control and a satisfactory explanation is tendered, the period of such absence or overstay may be treated as period spent on earned leave, half pay leave or extraordinary leave as the Chief Executive Officer may determine.

12) An employee who is habitually late in attendance shall be liable to such penalty as the Chief Executive Officer may deem fit to impose or shall at the discretion of the Chief Executive Officer, have one day of his casual leave forfeited for every three days he is late in a month. Where such an employee has no casual leave due to him, the period of leave to be so forfeited may be treated as extraordinary leave.

13) No employee shall engage in any commercial business or be connected with the formation or management of any organization, which is detrimental to the interest of the Board.

14) Gift:-

No employee shall accept, or permit any member of his family or any other person acting on his behalf to accept any gift provided by any person other than a near relative or personal friend having no official dealings with the employee.

Note:- Employee shall avoid accepting lavish hospitality or frequent hospitality from any individual, industrial or commercial firms, organization etc. having official dealing with him.

15) Dowry:-

No employee shall give or take or abet the giving or taking of dowry.

16) Plural Marriages:-

- (a) No employee shall enter into, or contract, a marriage with a person having a spouse living and
- (b) No employee having a spouse living shall enter into, or contract, a marriage with any person.

17) Adoption of small family:-

Every employee shall ensure that the number of his children does not exceed three.

Provided that nothing in this rule shall apply to an employee who has more than three children on 31st Oct. 1977.

Membership of or Association with communal Institution.

- 18) No employee shall participate in activities of or be associate with any institution whose membership is confined to the members of particular community or class of communities.

CHAPTER – IV

19) SUSPENSION:-

(a) The appointing authority or any authority to which it is subordinate or the disciplinary authority or any other authority empowered by Board in that behalf may place an employee under suspension:

1) Where a disciplinary proceeding against him is contemplated or is pending, or

2) Where a case against him in respect of any criminal offence involving moral turpitude is under investigation, inquiry or trial:

Provided that where the order of suspension is made by an authority subordinate to or lower in rank than the appointing authority, such authority shall forthwith report to the appointing authority the circumstances in which the order was made.

(b) An employee shall be deemed to have been placed under suspension by an order of appointing authority:

1) With effect from the date of his detention, if he is detained in custody, whether on a criminal charge or otherwise, for a period exceeding forty-eight hours.

2) With effect from the date of his conviction if, in the event of conviction for an offence, he is sentenced to a term of imprisonment exceeding

forty-eight hours and is not forthwith dismissed or removed or compulsorily retired consequent upon such conviction.

Explanation:- The period of forty-eight hours referred to in clause (2) of this sub-rule shall be computed for the commencement of the imprisonment after the conviction and for this purpose, intermittent periods of imprisonment, if any, shall be taken into account.

- (c) Where a penalty of dismissal, removal or compulsory retirement from service imposed upon an employee under suspension is set aside in appeal or on review under these rules and the case is remitted for further enquiry or action or with any other directions, the order of his suspension shall be deemed to have continued in force with effect on and from the date of the original order of dismissal, removal or compulsory retirement and shall remain in force until further orders.
- (d) Where a penalty of dismissal, removal or compulsory retirement from service imposed upon an employee is set aside or declared or rendered void in consequence of or by a decision of a court of law, and the Disciplinary Authority on a consideration of the circumstances of the case, decides to hold a further inquiry against him on the allegations on which the penalty of dismissal, removal or compulsory retirement was originally imposed the employee shall be deemed to have been placed under suspension by the appointing authority, from the date of the original order of dismissal, removal or

compulsory retirement and shall continue to remain under suspension until further orders.

- (e) 1) An order of suspension made or deemed to have been made under this rule shall continue to remain in force until it is modified or revoked by the authority competent to do so.
- 2) Where an employee is suspended or is deemed to have been suspended, in connection with any disciplinary proceeding or otherwise and any other disciplinary proceeding is commenced against him during the continuance of such suspension, the authority competent to place him under suspension may, for reasons to be recorded by him in writing, direct that the employee shall continue to be under suspension until the termination of all or any of such proceedings.
- 3) An order of suspension made or deemed to have been made under this rule may be at any time be modified or revoked by the authority which made or is deemed to have made it or by any authority to which that authority is subordinate.

CHAPTER – V

20) Nature of Penalties:-

Without prejudice to the provisions of any other rule, an employee who commits a will full breach of any of these rules or of any of his duties or who displays negligence, inefficiency or indulgence or who knowingly, willfully, intentionally or negligently causes any loss or damage whether pecuniary or otherwise to the Board or to any of its properties or who knowingly, willfully or intentionally does anything detrimental to the interest or prestige of the Board or in conflict with its instructions or who commits a breach of discipline or is guilty of disobedience or any other act of misconduct or misbehavior shall be liable to any of the following penalties.

- 1) Censure
- 2) Recovery of the whole or any specified part of the loss caused to the Board by negligence or breach of orders
- 3) Withholding or postponement of increment/s or promotion including stoppage of an efficiency bar, if any
- 4) Permanent stoppage of increment/s
- 5) Reduction to a lower post or grade
- 6) Termination of service
- 7) Discharge from service
- 8) Dismissal from service
- 9) Compulsory retirement

21) No penalty shall be imposed on any employee unless the appointing authority or such other authority empowered in this behalf is satisfied that a fair and proper inquiry was made and the charges leading to the penalties were proved.

22) An employee may be suspended by the appointing authority from service, if there is a prima facie case against him for imposing any of the above penalties specified at serial No. 4 to 9 of rule - 20. During the period of suspension he will draw the subsistence allowance at a rate fixed from time to time by the Chief Executive Officer.

23) Termination on Grounds of ill-health:-

An employee frequently remaining absent from duty on grounds of ill-health which makes him/her unable to report for duties (even if the claims of illness are duly supported by necessary medical certificates) is liable to have his/her services terminated. The decision regarding the same shall be at the discretion of the HR Committee.

24) Working Methods and Mobility of Employees:-

An employee shall work in accordance with the manner and method of work defined by the Board, which may vary from time depending on the exigencies of work.

Any refusal to undertake work allotted will make the employee liable for deduction of salary and also make such an employee liable for appropriate disciplinary action, in addition to deduction of wages.

CHAPTER – VI

APPEALS

25) Right to Appeal:-

An employee shall have a right of appeal against an order which injuriously affects his interests passed by his immediate superior or other superior authority.

26) Appellate Authority:-

- 1) An appeal against the order of an immediate superior of an employee or other superior authority shall lie to the Chief Executive Officer or an authority to whom such powers are delegated by the Chief Executive Officer.
- 2) An appeal against the order of the Chief Executive Officer or other authority to whom powers have been delegated by him shall lie to the HR Committee.

27) Conditions which an appeal should satisfy:-

Every appeal shall comply with the following requirements:

- 1) It shall be signed in manuscript
- 2) It shall contain all material statements and shall be complete in itself

- 3) It shall be in polite and respectful language and shall be free from unnecessary verbiage.
- 4) It should be submitted through proper channel
- 5) The appeal shall be made within thirty days after the date on which the appellant is informed of the order appealed against if the appeal lies to an authority other than the HR Committee, and three months if the appeal lies to the HR Committee.

The appeal shall not be addressed to the members to HR Committee personally. Any such action shall be deemed to a breach of discipline.

28) Order against which an appeal shall not lie:-

No appeal shall lie against any order of an interlocutory nature or the nature of a step-in-aid for the final disposal of a disciplinary proceeding, other than an order of suspension.

29) Order against which appeal lies:-

An employee may prefer an appeal against all or any of the following orders viz:-

- 1) An orders of suspension
- 2) An order imposing any of the penalties specified in rule - 20
- 3) An order enhancing penalty imposed under rule 20.
- 4) Discharge from service
- 5) Has the effect of his non promotion

- 6) Reverting him to lower post
- 7) Determining the subsistence allowance during suspension or period of suspension

CHAPTER – VII

MISCELLANEOUS

30) • Repeal and Saving:-

Any rule corresponding to these rules in force immediately before the commencement of these rule and applicable to the employees to whom these rule apply are hereby repealed.

Extra No. 54



सत्यमेव जयते

REGISTERED NO. /GNR/2

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Separate paging is given to this part in order that it may be filed as a Separate Compilation.

PART IX

Gujarati translation of Bills, Acts and Notifications other than
Those published in other parts.

વૈધાનિક અને સંસદીય બાબતોનો વિભાગ

સચિવાલય, ગાંધીનગર, ૩ માર્ચ, ૨૦૦૯.

તારીખ : ૩ માર્ચ, ૨૦૦૯ના ગુજરાત રાજપત્ર, (અસાધારણ) માં અંગ્રેજીમાં પ્રસિધ્ધ થયેલા સન ૨૦૦૯ ના ગુજરાત અધિનિયમ ક્રમાંક : ૨ નો ગુજરાતી અનુવાદ આથી સર્વ લોકોની જાણ સારૂ પ્રસિદ્ધ કર્યો છે.

આઈ. એ. પરમાર,
સરકારના સંયુક્ત સચિવ.

GUJARAT ACT NO. 2 OF 2009.**THE GUJARAT SPECIAL INVESTMENT REGION ACT, 2009.**

ગુજરાત વિધાનમંડળના નીચેના અધિનિયમને રાજ્યપાલે સન ૨૦૦૯ની માર્ચ મહિનાની ૩૦ તારીખે અનુમતિ આપી હોવાથી, તે આથી સર્વે લોકોની જાણ સારુ પ્રસિધ્ધ કરવામાં આવે છે.

એચ. ડી. વ્યાસ,

ગુજરાત સરકારના સચિવ,

વૈધાનિક અને સંસદીય બાબતોનો વિભાગ.

AN ACT

to provide for establishment, operation, regulation and management of large size Investment Regions and Industrial Areas in the State of Gujarat; and to specially enable their development as global hubs of economic activity supported by the world class infrastructure, premium civic amenities, centers of excellence and proactive policy framework; and for setting up an organizational structure with that purpose and for matters connected therewith or incidental thereto.

સન ૨૦૦૯નો ગુજરાત અધિનિયમ ક્રમાંક : ૨.

(રાજ્યપાલની અનુમતિ મળ્યા પછી, સન ૨૦૦૯ના માર્ચ મહિનાની ૩૦ તારીખે “ગુજરાત સરકારી રાજપત્ર”માં (અંગ્રેજીમાં) પ્રથમ પ્રસિધ્ધ કરેલો.)

ગુજરાત ખાસ મૂડીરોકાણ પ્રદેશ અધિનિયમ, ૨૦૦૯.

ગુજરાત રાજ્યમાં વિશાળ કદના મૂડીરોકાણ પ્રદેશો અને ઔદ્યોગિક વિસ્તારોની સ્થાપના, સંચાલન, નિયમન અને વ્યવસ્થાપન માટે અને વૈશ્વિક કક્ષાના આંતરમાળખા, ઉચ્ચ કક્ષાની નાગરિક સુખસુવિધાઓ, ગુણોત્કર્ષ કેન્દ્રો અને અગ્રીમ નીતિ સંરચનાની સહાયથી તેમને આર્થિક પ્રવૃત્તિના વૈશ્વિક કેન્દ્રો તરીકે વિશેષ રૂપે વિકસાવવા માટે; અને તે હેતુસર સંસ્થાકીય માળખું ઊભું કરવા માટે અથવા તેની સાથે સંકળાયેલી અથવા તેને આનુષંગિક બાબતો માટે જોગવાઈ કરવા બાબત અધિનિયમ.

આથી, ભારતના ગણરાજ્યના સાઠમાં વર્ષમાં નીચેનો અધિનિયમ કરવામાં આવે છે:-

પ્રકરણ ૧**પ્રારંભિક**

૧. (૧) આ અધિનિયમ ગુજરાત ખાસ મૂડીરોકાણ પ્રદેશ અધિનિયમ, ૨૦૦૯ કહેવાશે. ટૂંકી સંજ્ઞા અને આરંભ.
(૨) તે, સન ૨૦૦૯ના જાન્યુઆરી મહિનાની દરેક તારીખે અમલમાં આવ્યો છે એમ ગણાશે.

૨. આ અધિનિયમમાં, સંદર્ભથી અન્યથા અપેક્ષિત ન હોય તો,-

વ્યાખ્યા.

(ક) "સુખસુવિધાઓ" એટલે રસ્તા, પુલો, બાય-પાસ અને અન્ડર-પાસ, ગટર-વ્યવસ્થા પાણી-પુરવઠા, ઔદ્યોગિક, સંસ્થાકીય અને નગર વસાહતના કચરાનો સંચય - પ્રક્રિયા - વહન અને નિકાલ, આરોગ્ય, શિક્ષણ, વાહનવ્યવહાર, આપત્તિ વ્યવસ્થાપન, ઉદ્યાનો, હરિયાળા વિસ્તારો, ગેસ પાઈપલાઈન, મનોરંજન, આતિથ્ય, આનંદપ્રમોદ, ઔદ્યોગિક પાર્ક, વસાહત અને સંસ્થાકીય વિસ્તારો અને સર્વોચ્ચ (એપેક્સ) સત્તામંડળ નિર્દિષ્ટ કરે તેવી બીજી સગવડો અને સવલતો સુધી જ મર્યાદિત નહિ પરંતુ તેમાં પાયાની અને આવશ્યક સેવાઓનો સમાવેશ થાય છે;

- (ખ) "સર્વોચ્ચ સત્તામંડળ" એટલે કલમ ૫ હેઠળ રચાયેલું ખાસ મૂડીરોકાણ પ્રદેશ સર્વોચ્ચ સત્તામંડળ;
- (ગ) "પ્રોજેક્ટ આપવો" એટલે આ અધિનિયમ હેઠળ અમલીકરણ, સંચાલન, વ્યવસ્થાપન અથવા જાળવણી માટે પ્રોજેક્ટ અથવા કામ આપવું, ફાળવવું, સોંપવું, તબદીલ કરવું અને પટે આપવું;
- (ઘ) "કન્સેશન કરારનામા" નો અર્થ ગુજરાત માળખાકીય વિકાસ અધિનિયમ, ૧૯૮૮ની સન ૧૯૮૮નો કલમ ૨ના ખંડ (ખ)થી તેનો જે અર્થ કરવામાં આવ્યો છે તે પ્રમાણે જ થશે; ગુજરાતનો ૧૧મો.
- (ચ) "વિકાસકાર" એટલે આ અધિનિયમના હેતુઓ આગળ ધપાવવા માટે પ્રોજેક્ટ આપવામાં આવ્યો હોય અને જેના માટે જેની સાથે કન્સેશન કરારનામું કરવામાં આવ્યું હોય અથવા આવું બીજું કરારનામું કરવામાં આવ્યું હોય તેવી વ્યક્તિ અથવા ઘટક;
- (છ) "આર્થિક પ્રવૃત્તિ" એટલે ઔદ્યોગિક, ઉત્પાદકીય, વાણિજ્યિક, નાણાકીય, પ્રોસેસીંગ, પેકેજીંગ, સહાયક તંત્ર, વાહનવ્યવહાર, પ્રવાસન, આતિથ્ય, આરોગ્ય, ગૃહનિર્માણ, મનોરંજન, સંશોધન અને વિકાસ, શિક્ષણ અને તાલીમ, માહિતી અને સંદેશાવ્યવહાર, વ્યવસ્થાપન અને તજજ્ઞસેવાઓ, વ્યાપારી કચેરીઓ જેવી પ્રવૃત્તિઓ અને સેવાઓ સુધી જ મર્યાદિત નહિ, પરંતુ તેમાં તેની સાથે સંકળાયેલી અને તેને આનુષંગિક પ્રવૃત્તિઓ અને સેવાઓનો અને સર્વોચ્ચ સત્તામંડળ નિર્દિષ્ટ કરે તેવી બીજી આર્થિક પ્રવૃત્તિઓનો પણ સમાવેશ થાય છે;
- (જ) "સરકારી એજન્સી" એટલે કોર્પોરેશન અથવા રાજ્ય સરકારની માલિકીનું અથવા તેના નિયંત્રણ હેઠળનું મંડળ અથવા રાજ્યના કોઈ કાયદાથી અથવા તેના હેઠળ રચાયેલું સત્તામંડળ અને તેમાં સ્થાનિક સત્તામંડળનો સમાવેશ થાય છે;
- (ઝ) "ઔદ્યોગિક વિસ્તાર" એટલે પચાસ ચોરસ કીલોમીટરથી વધુ અને સો ચોરસ કીલોમીટર અથવા તેનાથી ઓછો વિસ્તાર ધરાવતો અને મુખ્યત્વે આર્થિક પ્રવૃત્તિ ધરાવતો અથવા તેના માટેનો સૂચિત વિસ્તાર;
- (ટ) "આંતરમાળખા પ્રોજેક્ટ" એટલે ખાસ મૂડીરોકાણ પ્રદેશની સરળ, ઉત્પાદક અને કાર્યદક્ષ કામગીરી માટે જરૂરી અથવા ઇચ્છનીય હોય તેવો કોઈ પ્રોજેક્ટ અથવા સુવિધા, ઉપયોગિતા, સુખસુવિધા, અથવા સેવા અને તેમાં ખાસ મૂડીરોકાણ પ્રદેશ સાથે જોડાયેલા અથવા તેને માટે જરૂરી હોય તેવા અથવા આમ મુડી રોકાણ પ્રદેશની અંદર આવેલા પ્રોજેક્ટનો સમાવેશ થાય છે;
- (ઠ) "મૂડીરોકાણ પ્રદેશ" એટલે એકસો ચોરસ કીલોમીટરથી વધુ ક્ષેત્રફળ ધરાવતો અને મુખ્યત્વે આર્થિક પ્રવૃત્તિ ધરાવતો અથવા તેના માટેનો સૂચિત વિસ્તાર;
- (ડ) "સ્થાનિક સત્તામંડળ" એટલે અને તેમાં ગુજરાત પંચાયત અધિનિયમ, ૧૯૮૩ની સન ૧૯૮૩નો કલમ ૨ના ખંડ(૧૪) હેઠળ જાહેર કરેલ ગ્રામ પંચાયત, ખાસ મૂડીરોકાણ પ્રદેશની હદોની અંદર આવતા અને હકૂમતક્ષેત્ર ધરાવતા મ્યુનિસિપલ કાઉન્સિલ અને મ્યુનિસિપલ કોર્પોરેશનનો સમાવેશ થાય છે; ગુજરાતનો ૧૮મો.
- (ઢ) "ભોગવટેદાર " એટલે ખાસ મૂડીરોકાણ પ્રદેશમાં કોઈ જગા અથવા મકાનનો કાયદેસરનો કબજો ધરાવતી વ્યક્તિ અને તેમાં તેના વારસદારો, તબદીલીથી લેનાર અને નામે કરી લેનારનો સમાવેશ થાય છે;
- (ત) "ઘેરાવાનો વિસ્તાર" એટલે ખાસ મૂડીરોકાણ પ્રદેશની બહારનો કલમ ૨૭ હેઠળ તે તરીકે જાહેર કરેલો વિસ્તાર;
- (થ) "વ્યક્તિ" એટલે અને તેમાં ખાસ મૂડીરોકાણ પ્રદેશમાં કામ કરતી અથવા આર્થિક પ્રવૃત્તિ કરતી અથવા આ અધિનિયમની જોગવાઈઓ પ્રમાણે કોઈ કાર્ય જેને

સોંપવામાં આવ્યું હોય તેવી, સરકારી એજન્સી સહિતની કોઈ વ્યક્તિ, ઘટક, કંપની, પેઢી, સંગઠન, મંડળ, મંડળી, સંસ્થાપન, સંસ્થાનો સમાવેશ થાય છે;

- (દ) "ઠરાવેલું" એટલે કલમ ૩૩ હેઠળ કરેલા નિયમોથી ઠરાવેલું;
- (ધ) "પ્રાદેશિક વિકાસ સત્તામંડળ" એટલે કલમ ૮ હેઠળ રચાયેલું પ્રાદેશિક વિકાસ સત્તામંડળ;
- (ન) "વિનિયમો" એટલે કલમ ૩૫ હેઠળ સર્વોચ્ચ સત્તામંડળે કરેલા વિનિયમો;
- (પ) "ખાસ મૂડીરોકાણ પ્રદેશ" એટલે કલમ ૩ હેઠળ જાહેર કરેલો કોઈ મૂડીરોકાણ પ્રદેશ અથવા ઔદ્યોગિક વિસ્તાર;
- (ફ) "ખાસ હેતુ ઘટક" એટલે કંપની અધિનિયમ, ૧૯૫૬ હેઠળ રચાયેલું અથવા કોઈ સન ચોક્કસ આંતર માળખા પ્રોજેક્ટના અમલ માટે બીજા સંબંધિત અધિનિયમો હેઠળ ૧૯૫૬નો રજિસ્ટર થયેલું કાનૂની ઘટક;
- (બ) "એકમ" એટલે ખાસ મૂડીરોકાણ પ્રદેશમાં કોઈ આર્થિક પ્રવૃત્તિ ચલાવવાના હેતુથી કોઈ વ્યક્તિએ ઊભું કરેલું એકમ, અને તેમાં, આ અધિનિયમના આરંભ પહેલાં વિદ્યમાન અથવા તે પછી સ્થપાયેલા એકમનો સમાવેશ થાય છે;
- (ભ) "વપરાશકાર ચાર્જ" એટલે પ્રાદેશિક વિકાસ સત્તામંડળ, વિકાસકાર અથવા તે હેતુ માટે આ અધિનિયમ હેઠળ અધિકૃત કરેલા કોઈ બીજા ઘટક દ્વારા લેવામાં આવતો ચાર્જ.

પ્રકરણ ૨

ખાસ મૂડીરોકાણ પ્રદેશની જાહેરાત

૩. (૧) રાજ્ય સરકાર, રાજ્યપત્રમાં જાહેરનામાથી, કોઈ વિદ્યમાન અથવા સૂચિત મૂડીરોકાણ ખાસ પ્રદેશને અથવા ઔદ્યોગિક વિસ્તારને ખાસ મૂડીરોકાણ પ્રદેશ તરીકે જાહેર કરી શકશે અને આ મૂડીરોકાણ અધિનિયમના હેતુઓ પાર પાડવા માટે ખાસ મૂડીરોકાણ પ્રદેશનો ભૌગોલિક વિસ્તાર નક્કી કરી શકશે. જાહેરાત.

(૨) ખાસ મૂડીરોકાણ પ્રદેશ તરીકે જાહેર કરેલો કોઈ મૂડીરોકાણ પ્રદેશ અથવા ઔદ્યોગિક વિસ્તાર તેના સ્થાનના અથવા તેની મુખ્ય આર્થિક પ્રવૃત્તિના નામથી ઓળખાશે.

(૩) પેટા-કલમ (૧) હેઠળ બહાર પાડવામાં આવેલું દરેક જાહેરનામું તે બહાર પાડવામાં આવ્યા પછી બનતી ત્વરાએ રાજ્ય વિધાનમંડળ સમક્ષ મૂકવું જોઈશે.

૪. (૧) સંબંધિત રાજ્ય કાયદાઓની જોગવાઈઓ હેઠળ જાહેર કરેલા ગ્રામ પંચાયતના ગ્રામ ખાસ મૂડીરોકાણ સ્થળ વિસ્તારો (ગામતળ) મ્યુનિસિપલ વિસ્તાર અને મ્યુનિસિપલ કોર્પોરેશન વિસ્તાર સિવાયના પ્રદેશ સ્થાનિક સત્તામંડળના આ અધિનિયમ હેઠળ જાહેર કરેલ ખાસ મૂડીરોકાણ પ્રદેશનો વિસ્તાર, આ અધિનિયમમાં કરેલી હકૂમતક્ષેત્રની જોગવાઈઓને લાગુ પડે છે ત્યાં સુધી, સ્થાનિક સત્તામંડળના હકૂમતક્ષેત્રની હેઠળ હોતો બંધ થશે. બહાર હોવા બાબત.

(૨) ખાસ મૂડીરોકાણ પ્રદેશ માટે વિકાસ યોજના તૈયાર કરતી વખતે, પ્રાદેશિક વિકાસ સત્તામંડળે, સંબંધિત ગ્રામ પંચાયતના ગ્રામ વિસ્તારો (ગામતળ), મ્યુનિસિપલ વિસ્તાર અને મ્યુનિસિપલ કોર્પોરેશન વિસ્તાર અને તેની લગોલગના વિસ્તારો માટે સંબંધિત સ્થાનિક સત્તામંડળે તૈયાર કરેલ વિકાસ યોજના, જો કોઈ હોય તો તે, વિચારણામાં લેવી જોઈશે:

પરંતુ રાજ્ય સરકાર, વખતોવખત ગ્રામ પંચાયત, નગરપાલિકા અથવા મ્યુનિસિપલ કોર્પોરેશનનો લગોલગનો વિસ્તાર જાહેર કરી શકશે.

પ્રકરણ ૩

સર્વોચ્ચ સત્તામંડળની સ્થાપના.

સર્વોચ્ચ સત્તામંડળની સ્થાપના. પ. ગુજરાત માળખાકીય વિકાસ અધિનિયમ, ૧૯૯૯ની કલમ ૧૭ હેઠળ સ્થાપાયેલા ગુજરાત માળખાકીય વિકાસ બોર્ડ (જીઆઈડીબી)ને, આથી, ખાસ મૂડીરોકાણ પ્રદેશ સર્વોચ્ચ સત્તામંડળ (જેનો આમાં હવે પછી, "સર્વોચ્ચ સત્તામંડળ" તરીકે ઉલ્લેખ કરવામાં આવ્યો છે તે) તરીકે જાહેર કરવામાં આવે છે અને મુકરર કરવામાં આવે છે. સન ૧૯૯૯નો ગુજરાતનો ૧૧મો.

સર્વોચ્ચ સત્તામંડળની સત્તા અને કાર્યો. ઇ. (૧) સર્વોચ્ચ સત્તામંડળ આ અધિનિયમની જોગવાઈઓ હેઠળ જાહેર કરવામાં આવેલા કોઈ ખાસ મૂડીરોકાણ પ્રદેશ માટે તેને મળેલી તમામ સત્તા વાપરશે અને સોંપવામાં આવે તેવા તમામ કાર્યો કરશે.

(૨) ખાસ કરીને અને પૂર્વવર્તી સત્તાની વ્યાપકતાને બાધ આવ્યા સિવાય, સર્વોચ્ચ સત્તામંડળની સત્તા અને કાર્યોમાં નીચેની બાબતોનો સમાવેશ થશે:-

(૧) આ અધિનિયમની જોગવાઈઓને અમલમાં લાવવા માટે વિનિયમો કરવા;

(૨) રાજ્યની અંદર ખાસ મૂડીરોકાણ પ્રદેશના વિકાસ, સંચાલન, નિયમન, અને વ્યવસ્થાપન માટે અને ખાસ મૂડીરોકાણ પ્રદેશની હદોની અંદર આંતરમાળખા વિકાસ માટે વિનિયમો કરવા;

(૩) પ્રાદેશિક વિકાસ સત્તામંડળ તરફથી દરખાસ્ત મળ્યે, ખાસ મૂડીરોકાણ પ્રદેશ અથવા તેના ઘેરાવાના વિસ્તારમાંની જમીનના ઉપયોગની યોજના ફેરફાર સાથે અથવા ફેરફાર વિના મંજૂર કરવા;

(૪) પ્રાદેશિક વિકાસ મંડળે તૈયાર કરેલી અને સૂચિત કરેલી વિકાસ યોજના, નગરરચના યોજના અને સામાન્ય વિકાસ વિનિયમોને ફેરફાર સાથે અથવા ફેરફાર વિના મંજૂર કરવા;

(૫) ખાસ મૂડીરોકાણ પ્રદેશમાંના વિશાળ વિસ્તારમાં સંકલિત વિકાસ સહિત ખાસ મૂડીરોકાણ પ્રદેશમાં કોઈપણ આર્થિક પ્રવૃત્તિ, સુખસુવિધા અથવા સ્થાપવાના આંતરમાળખા પ્રોજેક્ટો માટે પરવાનગી અને મંજૂરી આપવી;

(૬) પ્રાદેશિક વિકાસ સત્તામંડળ અથવા સરકારી એજન્સી દ્વારા કરવાના કરારનામાઓને સન ફેરફાર સાથે અથવા ફેરફાર વિના મંજૂર કરવા અથવા સદરહુ અધિનિયમની અનુસૂચિ ૧માં અને ૧૯૯૯નો આના સંબંધમાં તે હેઠળ કરેલા વિનિયમોમાં નિર્દિષ્ટ કરેલા પ્રોજેક્ટ માટે ગુજરાત માળખાકીય વિકાસ અધિનિયમ, ૧૯૯૯ની કલમ પની પેટા-કલમ (૨) હેઠળ તેની ભલામણ માટે તે ગુજરાત માળખાકીય વિકાસ બોર્ડને સાદર કરવા; ગુજરાતનો ૧૧મો.

(૭) પ્રાદેશિક વિકાસ સત્તામંડળ, સરકારી એજન્સી અથવા આંતરમાળખા પ્રોજેક્ટના વિકાસકારો દ્વારા સૂચિત વપરાશકાર ચાર્જ ફેરફાર સાથે અથવા ફેરફાર વિના સુનિશ્ચિત કરવા અને નક્કી કરવા અને તે મંજૂર કરવા;

(૮) ખાસ મૂડીરોકાણ પ્રદેશમાં યોગ્ય વિકાસ, સંચાલન, નિયમન અને વ્યવસ્થાપનના સંબંધમાં એવી જોગવાઈઓ કરવા માટે રાજ્ય સરકારને તેની ભલામણ સાથે દરખાસ્ત કરવી;

(૯) ખાસ મૂડીરોકાણ પ્રદેશના વિકાસનું દેખરેખ-નિયંત્રણ કરવું અને તેની સાથે સંકળાયેલી એજન્સીઓને જરૂરી સૂચનાઓ આપવી;

(૧૦) ખાસ મૂડીરોકાણ પ્રદેશના વિકાસ, સંચાલન, નિયમન અને વ્યવસ્થાપન માટે ફરમાવવામાં આવે તેવી બીજી સત્તા વાપરવી અને રાજ્ય સરકાર તેને સોંપે તેવા બીજા કાર્યો બજાવવા.

૭. (૧) સર્વોચ્ચ સત્તામંડળ, વિનિયમોથી નકકી કરવામાં આવે તેવી, આ અધિનિયમ હેઠળ કારોબારી કાર્યક્ષમ કામગીરી માટે અને તેની મળેલી સત્તા વાપરવા માટે પોતાના સભ્યોની એવી સંખ્યાની સમિતિ અને બનેલી કારોબારી સમિતિ, અને એવી બીજી સમિતિઓ અથવા પેટા-સમિતિઓ નીમી શકશે.

બીજી
સમિતિઓ
નીમવા બાબત.

સન
૧૯૯૯નો
ગુજરાતનો
૧૧મો.

(૨) સર્વોચ્ચ સત્તામંડળ, પેટા-કલમ(૧) હેઠળ કારોબારી સમિતિ નીમવાને બદલે ગુજરાત માળખાકીય વિકાસ અધિનિયમ, ૧૯૯૯ની કલમ ૨૫ હેઠળ રચાયેલી ગુજરાત માળખાકીય વિકાસ બોર્ડની કારોબારી સમિતિને, આ અધિનિયમના હેતુઓ માટે સર્વોચ્ચ સત્તામંડળની કારોબારી સમિતિ તરીકે મુકરર કરી શકશે:

પરંતુ વિકાસ યોજના, નગરરચના યોજના અને સામાન્ય વિકાસ વિનિયમોની મંજૂરી અને ફેરફાર જેવા સર્વોચ્ચ સત્તામંડળના હાઈડ્રપ કાર્યો સર્વોચ્ચ સત્તામંડળની કોઈ સમિતિને સોંપવામાં આવશે નહિ.

પ્રકરણ ૪

પ્રાદેશિક વિકાસ સત્તામંડળની રચના

૮. (૧) રાજ્ય સરકાર, રાજપત્રમાં જાહેરનામાથી, કલમ ૩ હેઠળ જાહેર કરેલા ખાસ મૂડીરોકાણ પ્રદેશ માટે પ્રાદેશિક વિકાસ સત્તામંડળની રચના કરી શકશે.

પ્રાદેશિક
વિકાસ
સત્તામંડળની
રચના.

(૨) પેટા-કલમ(૧) હેઠળ રચાયેલા દરેક પ્રાદેશિક વિકાસ સત્તામંડળ સંસ્થાપિત મંડળ રહેશે અને તે જંગમ અને સ્થાવર મિલકત પ્રાપ્ત કરવાની, ધરાવવાની અને તેનો નિકાલ કરવા સહિતની સત્તા સાથે શાશ્વત ઉત્તરાધિકાર અને સામાન્ય સીલ ધરાવશે અને સદરહુ નામથી કરાર કરવાની અને સદરહુ નામથી દાવો માંડી શકશે અને તેના ઉપર દાવો માંડી શકાશે.

(૩) રાજ્ય સરકાર, મૂડીરોકાણ પ્રદેશ અથવા ઔદ્યોગિક વિસ્તાર માટે પ્રાદેશિક વિકાસ સત્તામંડળની રચના કરવાને બદલે, સરકારી એજન્સી અથવા સરકારી કંપનીને પ્રાદેશિક વિકાસ સત્તામંડળ તરીકે મુકરર કરી શકશે અને તેને કલમ ૧૫માં નિર્દિષ્ટ કરવામાં આવે તેવી તમામ સત્તા વાપરવાની અને તમામ કાર્યો બજાવવાની સત્તા આપી શકશે.

૯. પ્રાદેશિક વિકાસ સત્તામંડળનું મુખ્ય મથક રાજ્ય સરકાર, રાજપત્રમાં, જાહેરનામાથી નિર્દિષ્ટ કરે તેવા સ્થળે રહેશે.

પ્રાદેશિક
વિકાસ
સત્તામંડળનું
મુખ્ય મથક.

૧૦. પ્રાદેશિક વિકાસ સત્તામંડળ નીચેના સભ્યોનું બનેલું રહેશે:-

પ્રાદેશિક
વિકાસ
સત્તામંડળમાં
સભ્યોની
નિમણૂક.

- (૧) રાજ્ય સરકારે નિમણૂક કરવાના અધ્યક્ષ;
- (૨) રાજ્ય સરકારે નિમણૂક કરવાના ઉપાધ્યક્ષ;
- (૩) રાજ્ય સરકારે હોદ્દાની રૂએ નામનિયુક્ત કરવાના રાજ્ય સરકારના બે અધિકારીઓ;
- (૪) સર્વોચ્ચ સત્તામંડળે નામનિયુક્ત કરવાનો એક અધિકારી;
- (૫) વહીવટમાં અનુભવ ધરાવતી, રાજ્ય સરકારે નામનિયુક્ત કરવાની એક વ્યક્તિ;
- (૬) વિસ્તાર વિકાસ અને પ્રાદેશિક આયોજનમાં અનુભવ ધરાવતા હોય તેવા, રાજ્ય સરકારે નામનિયુક્ત કરવાના બે બિન-સરકારી અધિકારીઓ;
- (૭) ઉદ્યોગ અને વેપારક્ષેત્રમાંથી રાજ્ય સરકારે નામનિયુક્ત કરવાના બે પ્રતિનિધિઓ;
- (૮) રાજ્ય સરકારના અધિકારી હોય તેવા રાજ્ય સરકારે નામનિયુક્ત કરવાના એક સભ્યસચિવ. સભ્યસચિવ હોદ્દાની રૂએ પ્રાદેશિક વિકાસ સત્તામંડળના મુખ્ય કારોબારી અધિકારી તરીકે રહેશે.

સભ્યોના ૧૧. (૧) પ્રાદેશિક વિકાસ સત્તામંડળના અધ્યક્ષ, ઉપાધ્યક્ષ, મુખ્ય કારોબારી અધિકારી અને હોદ્દાની મુદત સભ્યોના હોદ્દાની મુદત અને સેવાની શરતો ઠરાવવામાં આવે તેવી રહેશે.

અને સેવાની શરતો (૨) પ્રાદેશિક વિકાસ સત્તામંડળના અધિકારીઓ અને કર્મચારીઓની નિમણૂક, મહેનતાણું, ભથ્થાં અને સેવાની શરતો વિનિયમોથી ઠરાવવામાં આવે તેવી રહેશે.

પ્રાદેશિક વિકાસ સત્તામંડળની ૧૨. પ્રાદેશિક વિકાસ સત્તામંડળની બેઠક અધ્યક્ષ નક્કી કરે તેવા સમયે અને સ્થળે મળશે:

બેઠક અને તેના પરંતુ આવી બેઠકો ખાતે કોરમ સહિત પોતાની બેઠકો ખાતે કામકાજના સંચાલન સંબંધી કાર્યરીતિ સર્વોચ્ચ સત્તામંડળ સાથે વિચારવિનિમય કરીને પ્રાદેશિક વિકાસ સત્તામંડળ ઠરાવે તેવી કામકાજના સંચાલન રહેશે.

બાબત.

સમિતિઓની રચના. ૧૩. પ્રાદેશિક વિકાસ સત્તામંડળ, પોતે નક્કી કરે તેવા પોતાના કાર્યો બજાવવા માટે પોતાના સભ્યોની પોતે નક્કી કરે તેટલી સંખ્યાની બનેલી કારોબારી સમિતિ અને એવી બીજી સમિતિઓ રચી શકશે:

પરંતુ વિકાસ યોજના, નગરરચના યોજના અને સામાન્ય વિકાસ વિનિયમો તૈયાર કરવા જેવા પ્રાદેશિક વિકાસ સત્તામંડળના હાર્દરૂપ કાર્યો, પ્રાદેશિક વિકાસ સત્તામંડળની કોઈ સમિતિને સોંપવામાં આવશે નહિ.

પ્રાદેશિક વિકાસ સત્તામંડળ અને સમિતિઓના કૃત્યો અને કાર્યવાહીઓ ૧૪. પ્રાદેશિક વિકાસ સત્તામંડળ અને તેની સમિતિઓ પૈકી કોઈપણ સમિતિનું કોઈ કૃત્ય અથવા કાર્યવાહીઓ-

(ક) તેમાં કોઈ જગા ખાલી હોવાના કારણમાત્રથી અથવા તેના બંધારણમાંની કોઈપણ ખામીના કારણમાત્રથી; અથવા

(ખ) કેસના ગુણદોષને અસર ન કરતી હોય તેવી તેની કાર્યરીતિમાંની અનિયમિતતાના કારણમાત્રથી

અમાન્ય અથવા બિનઅસરકારક ગણાશે નહિ.

પ્રકરણ ૫

પ્રાદેશિક વિકાસ સત્તામંડળની સત્તા અને કાર્યો

પ્રાદેશિક વિકાસ સત્તામંડળની સત્તા અને કાર્યો. ૧૫. (૧) પ્રાદેશિક વિકાસ સત્તામંડળે ખાસ મૂડીરોકાણ પ્રદેશનો સુનિયોજિત વિકાસ સુનિશ્ચિત કરવો જોઈશે અને સામાન્ય સુખાકારી, સુવિધા, ઉત્પાદકતા અને ઉત્કૃષ્ટતા (શ્રેષ્ઠતા) લાવી શકાય અને તેમાં વૃદ્ધિ કરી શકાય તે હેતુથી તેના અસરકારક નિયમન અને કાર્યક્ષમ વ્યવસ્થાપન માટે પગલાં લેવા જોઈશે.

(૨) પ્રાદેશિક વિકાસ સત્તા મંડળ, પૂર્વવર્તી જોગવાઈઓને બાધ આવ્યા સિવાય, ખાસ મૂડીરોકાણ પ્રદેશની જમીનના સંસાધન અને આંતરમાળખાના વ્યવસ્થાપન અને આયોજન હાથ ધરી શકશે.

(૩) પ્રાદેશિક વિકાસ સત્તામંડળ, ખાસ કરીને નીચેની સત્તા વાપરશે અને નીચેના કાર્યો બજાવશે:-

(૧) પોતે યોગ્ય ગણે તેવી આર્થિક પ્રવૃત્તિઓ, સુખસુવિધાઓ અને સાર્વજનિક સેવાઓ સહિતના વિવિધ હેતુઓ અને ઉપયોગો માટે ખાસ મૂડીરોકાણ પ્રદેશના વિસ્તારને વર્ગીકૃત કરવા અને તેને અલગ રાખવા;

(૨) ખાસ મૂડીરોકાણ પ્રદેશના વિસ્તારના સંપૂર્ણતઃ અથવા તેના અંશતઃ ભાગ માટે વિકાસ યોજના તૈયાર કરવી;

(૩) ખાસ મૂડીરોકાણ પ્રદેશના સંપૂર્ણતઃ અથવા તેના અંશતઃ ભાગ માટે નગરરચના યોજનાને તૈયાર કરવી અને તેનો અમલ કરવો;

(૪) ખાસ મૂડીરોકાણ પ્રદેશના ઘેરાવાના વિસ્તારના વિકાસનું નિયમન કરવું;

(૫) આ સંબંધમાં રાજ્ય સરકારના સામાન્ય અથવા ખાસ આદેશોને અધીન રહીને, પોતે જરૂરી ગણે તેવી રીતે જંગમ અથવા સ્થાવર મિલકત સંપાદિત કરવી, તે ધરાવવી, અને તેનો વહીવટ કરવો;

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(૬) વેચાણ, ભાડાપટે, ગ્રાન્ટ(અનુદાન), ફાળવણી, દાન, નગરરચના યોજના, સંમતિ કબૂલાતનામાથી અથવા આ અધિનિયમના હેતુઓ માટે જમીન સંપાદન અધિનિયમ, ૧૮૯૪ હેઠળની કાર્યવાહી મારફત ખાસ મૂડીરોકાણ પ્રદેશની હદમાંની જમીન સંપાદિત કરવી;

(૭) સર્વોચ્ચ સત્તામંડળે કરેલા વિનિયમોને અધીન રહીને, તેની માલિકીની કોઈપણ જમીન અથવા મકાન વેચવી, ભાડાપટે આપવી, તબદીલ કરવી અથવા તેનો નિકાલ કરવો;

(૮) વિકાસ યોજનાઓ અને નગરરચના યોજનાઓ તૈયાર કરવા માટે ખાસ મૂડીરોકાણ પ્રદેશમાં મોજણીઓ કરવી;

(૯) ખાસ મૂડીરોકાણ પ્રદેશમાં, માળખાના બાંધકામો, આંતરમાળખા વિકાસ અને અન્ય બાંધકામની પ્રવૃત્તિઓ માટે માપદંડો અને ધોરણો તૈયાર કરવા, આદેશો બહાર પાડવા અને તેનો અમલ કરવો;

(૧૦) પોતાના કાર્યો બજાવવા માટે પોતાને જરૂરી લાગે તેવી કોઈ વ્યક્તિ, ઘટક, વિકાસકાર અથવા સંગઠન સાથે કરારો, કબૂલાતનામા અથવા કન્સેશન કરારનામા કરવા;

(૧૧) ખાસ મૂડીરોકાણ પ્રદેશમાં, આંતરમાળખા અથવા અન્ય સેવાઓ અને સુખસુવિધાની જોગવાઈના સંબંધમાં કાર્યનો અમલ કરવો, તેનું સંકલન કરવું અને તેનું દેખરેખ રાખવી;

(૧૨) ખાસ મૂડીરોકાણ પ્રદેશમાં આપત્તિ વ્યવસ્થાપન અને આપત્તિ શમન માટેની જોગવાઈ કરવી;

(૧૩) કલમ ૬ની પેટા-કલમ (૨)ના ખંડ (૭) હેઠળ સર્વોચ્ચ સત્તામંડળ દ્વારા નક્કી કરવામાં આવે તેવી અને ઠરાવવામાં આવે તેટલી ફી, વિકાસ ખર્ચ અથવા વપરાશકાર ચાર્જ લેવો અને વસૂલ કરવો;

(૧૪) યોગ્ય રીતે અધિકૃત ન થયેલા હોય તેવા અથવા પ્રાદેશિક વિકાસ સત્તામંડળે ઘડેલા વિનિયમો, આદેશો અને ધારાધોરણનો ભંગ કરીને કરેલા દબાણો અને બાંધકામો દૂર કરવા;

(૧૫) ખાસ મૂડીરોકાણ પ્રદેશની અંદર સલામતી, વ્યવસ્થા, આરોગ્ય અને પર્યાવરણીય સલામતીના પાલન અને તેને ઉત્તેજન આપવા માટેની વ્યવસ્થા કરવી;

(૧૬) ખાસ મૂડીરોકાણ પ્રદેશની જમીનના આયોજન અને ઉપયોગ અને તેના વિકાસને લગતી બાબતમાં ખાસ મૂડીરોકાણ પ્રદેશમાં કામ કરતા અન્ય સત્તામંડળોને માર્ગદર્શન આપવું, મદદ કરવી અને તેમની સાથે સંકલન કરવું;

(૧૭) વિકાસ યોજના અનુસાર વિકાસ પ્રવૃત્તિઓનું નિયંત્રણ કરવું અને વિકાસની પ્રક્રિયામાં સુંદરતા, કાર્યદક્ષતા અને કરકસર લાવવી;

(૧૮) હોસ્પિટલ અને તબીબી સેવાઓ, શાળાઓ, અગ્નિશમન સેવાઓ, જાહેર ઉદ્યાનો, બજારો અને ખરીદ-વેચણો, રમતગમતના મેદાનો, મનોરંજન વિસ્તારો અને કચરાનો નિકાલ અને ગટર વ્યવસ્થાની જોગવાઈ સહિતની પૂરતી નાગરિક સુખસુવિધાઓ અને સેવાઓ માટે જોગવાઈ કરવી અને તે સુનિશ્ચિત કરવું;

(૧૯) ખાસ કરીને સ્વચ્છતા, સુંદરતા, આરોગ્ય અને આરોગ્ય રક્ષાની સેવાઓ અને નાગરિક સુખસુવિધાઓના ઉચ્ચતમ ધોરણોની જોગવાઈ કરવા અને જાળવવા માટે ટકાઉ વ્યવસ્થા કરવી;

(૨૦) ખાસ મૂડીરોકાણ પ્રદેશના કોઈપણ ભાગમાં કોઈપણ જમીન અને ઈમારત તપાસવી, તેનું નિરીક્ષણ કરવું, પરીક્ષણ અને માપણી કરવી;

(૨૧) નિયમો અને વિનિયમો દ્વારા ઠરાવવામાં આવે તેવી સત્તા વાપરવી અને તેવા બીજા કાર્યોનો નિકાલ કરવો.

(૪) (ક) સંબંધિત રાજ્ય અધિનિયમો, નિયમો અથવા રાજ્ય સરકારના કોઈપણ વિદ્યમાન આદેશોમાં ગમે તે મજકૂર હોય તે છતાં, પ્રાદેશિક વિકાસ સત્તામંડળ પોતાના સામાન્ય વિકાસ વિનિયમો ઘડી શકશે અને તે ખાસ મૂડીરોકાણ પ્રદેશમાં વિકાસ માટે પ્રવર્તમાન રહેશે.

(ખ) ખાસ મૂડીરોકાણ પ્રદેશમાંની દરેક વ્યક્તિ, ઘટક અથવા વિકાસકાર અથવા કોઈપણ બીજા મધ્યસ્થીએ કોઈપણ બાંધકામ શરૂ કરતાં પહેલાં, પ્રાદેશિક વિકાસ સત્તામંડળ પાસે બાંધકામના નકશા મંજૂર કરાવવાના રહેશે અને આવી જગ્યા ઉપર બાંધકામ પૂર્ણ થયા પછી અને તેના ઉપયોગ પહેલાં તેને જરૂરી અને આનુષંગિક જણાય તેવી પ્રાદેશિક વિકાસ સત્તામંડળની મંજૂરી મેળવવી જોઈશે.

(ગ) આ કલમના હેતુ માટે અને ખાસ મૂડીરોકાણ પ્રદેશના યોગ્ય આયોજન, વ્યવસ્થાપન અને વિકાસ માટેની બીજી કોઈ જરૂરિયાતથી, પ્રાદેશિક વિકાસ સત્તામંડળ, ખાસ મૂડીરોકાણ પ્રદેશમાંના કોઈ વ્યક્તિ, એકમ, ઘટક, વિકાસકાર અથવા બીજા કોઈ મધ્યસ્થીને, પોતાને જરૂરી જણાય તેવા આદેશ અથવા સૂચનો આપી શકશે અને તે વ્યક્તિ, એકમ, ઘટક, વિકાસકાર અથવા યથાપ્રસંગ, મધ્યસ્થીને આવા આદેશો બંધનકર્તા રહેશે.

કોઈ વ્યક્તિ
અથવા ઘટક
પ્રાદેશિક
વિકાસ
સત્તામંડળની
પરવાનગી
વગર બાંધકામ
વિ. નહિ કરવા
બાબત.

૧૬. (૧) કોઈપણ વ્યક્તિ અથવા ઘટક, પ્રાદેશિક વિકાસ સત્તામંડળે કરેલા કોઈ બાંધકામ અંગેના ધોરણોનું ઉલ્લંઘન કરીને ખાસ મૂડીરોકાણ પ્રદેશમાં કોઈ બાંધકામ અથવા માળખું ઊભું કરી શકશે નહિ અથવા તેનો ભોગવટો કરી શકશે નહિ.

(૨) તત્સમયે અમલમાં હોય તેવા રાજ્યના કોઈ બીજા કાયદામાં ગમે તે મજકૂર હોય તેમ છતાં, કોઈપણ વ્યક્તિ અથવા ઘટક, પ્રાદેશિક સત્તામંડળની પૂર્વ પરવાનગી સિવાય, ખાસ મૂડીરોકાણ પ્રદેશમાં કોઈ બાંધકામ અથવા માળખું ઊભું કરી શકશે નહિ અથવા તેનો ભોગવટો કરી શકશે નહિ.

(૩) ખાસ મૂડીરોકાણ પ્રદેશમાં પેટા-કલમ (૨)માં ઉલ્લેખ કરાયેલા બાંધકામની કામગીરી હાથ ધરવા અથવા કોઈ બાંધકામ ઊભું કરવા કોઈ બાંધકામ અથવા માળખાનો ભોગવટો કરવા ઈચ્છતી વ્યક્તિએ, પ્રાદેશિક વિકાસ સત્તામંડળની પૂર્વ પરવાનગી મેળવવી જોઈશે.

(૪) પ્રાદેશિક વિકાસ સત્તામંડળ, પોતાને જરૂરી લાગે તેવી તપાસ કરીને, પોતે યોગ્ય ગણે તેવી શરતોએ તેવી પરવાનગી આપી શકશે અથવા તેવી પરવાનગી આપવાનો ઈન્કાર કરી શકશે.

(૫) (ક) પેટા-કલમ(૪) હેઠળ પ્રાદેશિક વિકાસ સત્તામંડળના નિર્ણયથી નારાજ થયેલી કોઈ વ્યક્તિ, તે નિર્ણયની તારીખથી (જાહેર રજાના દિવસો સહિત) પંદર દિવસમાં, કલમ ૨૫ના ખંડ(૨) હેઠળ રચાયેલ ફરિયાદ નિવારણ ફોરમ સમક્ષ અપીલ કરી શકશે.

(ખ) તકરાર નિવારણ ફોરમ, પ્રાદેશિક વિકાસ સત્તામંડળની અને નારાજ થયેલી વ્યક્તિની સુનાવણી કર્યા પછી અને સંબંધિત તમામ હકીકતોને ધ્યાનમાં લઈ પેટા-કલમ(૫) હેઠળ દાખલ કરેલી અપીલ સ્વીકારી શકશે અથવા રદબાતલ કરી શકશે અથવા પ્રાદેશિક વિકાસ સત્તામંડળ દ્વારા લેવાયેલા નિર્ણયને સુધારી શકશે.

(ગ) ઉપરના ખંડ(ખ) હેઠળ અપીલના અસ્વીકાર અથવા પ્રાદેશિક વિકાસ સત્તામંડળના નિર્ણયની સુધારણાના કિસ્સામાં, તેનાથી નારાજ થયેલી વ્યક્તિ, તકરાર પતાવટ ફોરમના નિર્ણયના પંદર દિવસ (જાહેર રજાઓ સહિત)માં, કલમ ૨૬ હેઠળ રચાયેલા તકરાર પતાવટ તંત્રને બીજી અપીલ કરી શકશે.

(ઘ) તકરાર પતાવટ તંત્ર, પ્રાદેશિક વિકાસ સત્તામંડળની અને નારાજ થયેલી વ્યક્તિની સુનાવણી કર્યા પછી, તે અપીલને સ્વીકારી અથવા રદબાતલ કરી શકશે. તકરાર પતાવટ તંત્રનો નિર્ણય આખરી અને પક્ષકારોને બંધનકર્તા રહેશે.

(ઙ) કોઈ વ્યક્તિ પેટા-કલમ(૪) અથવા (૫) હેઠળ આપેલા નિર્ણયની વિરુદ્ધ કંઈપણ કરે તે કિસ્સામાં, પ્રાદેશિક વિકાસ સત્તામંડળને તેવા નિર્ણયની વિરુદ્ધ કરેલા કોઈ બાંધકામને પાડી

નાંખવા, તોડી પાડવા અથવા દૂર કરવાની સત્તા રહેશે અને સંબંધિત વ્યક્તિ પાસેથી આવી રીતે પાડી નાંખવા, તોડી પાડવા અથવા દૂર કરવાનો ખર્ચ વસૂલવાની સત્તા રહેશે.

સન ૧૯૭૬નો
રાષ્ટ્રપતિ
અધિનિયમ
ક્રમાંક.૨૭મો.

૧૭. (૧) ગુજરાત નગરરચના અને શહેરી વિકાસ અધિનિયમ, ૧૯૭૬ની જોગવાઈઓ, આ અધિનિયમ હેઠળ કરેલી વિકાસ યોજનાઓને અને નગરરચના યોજનાઓના સંબંધમાં ઉચિત ફેરફારો સાથે લાગુ પડશે.

સન ૧૯૭૬નો
રાષ્ટ્રપતિ
અધિનિયમ
ક્રમાંક.૨૭ લાગુ
પડવા બાબત.

સન ૧૯૭૬નો
રાષ્ટ્રપતિ
અધિનિયમ
ક્રમાંક.૨૭મો.

(૨) ગુજરાત નગરરચના અને શહેરી વિકાસ અધિનિયમ, ૧૯૭૬ હેઠળ વિકાસ યોજનાઓ અને નગરરચના યોજનાઓ મંજૂરી કરવાની રાજ્ય સરકારે વાપરવાની સત્તા, સર્વોચ્ચ સત્તામંડળ વાપરશે.

સન ૧૯૭૬નો
રાષ્ટ્રપતિ
અધિનિયમ
ક્રમાંક.૨૭મો.

(૩) ખાસ મૂડીરોકાણ પ્રદેશના બનેલા વિસ્તારને આ અધિનિયમ એવી રીતે લાગુ પડવાથી, - પ્રાદેશિક વિકાસ સત્તામંડળ, ગુજરાત નગરરચના અને શહેરી વિકાસ અધિનિયમ, ૧૯૭૬ના હેતુઓ માટે, "સમુચિત સત્તામંડળ" બનશે.

પ્રકરણ ૬

ખાસ મૂડીરોકાણ પ્રદેશમાં એકમો અને સુખસુવિધાઓ ઊભી કરવા માટેની કાર્યરીતિ

૧૮. (૧) ખાસ મૂડીરોકાણ પ્રદેશમાં આર્થિક પ્રવૃત્તિ શરૂ કરવા અથવા એકમ, સુખસુવિધા અથવા આંતરમાળખું ઊભું કરવા માટે, સર્વોચ્ચ સત્તામંડળ એકમાત્ર સંપર્ક બિંદુ રહેશે.

ખાસ મૂડીરોકાણ
પ્રદેશમાં એકમો
અને

(૨) ખાસ મૂડીરોકાણ પ્રદેશમાં આર્થિક પ્રવૃત્તિ શરૂ કરવા અથવા એકમ, સુખસુવિધા અથવા આંતરમાળખા પ્રોજેક્ટ ઊભો કરવાનો ઇરાદો ધરાવતી અથવા કલમ ૨૩ની જોગવાઈઓ પ્રમાણે સંકલિત વિકાસ હાથ ધરવાનો ઇરાદો ધરાવતી કોઈ વ્યક્તિએ તે અર્થે સર્વોચ્ચ સત્તામંડળને અથવા તેણે નિર્દિષ્ટ કરેલી એજન્સીને અને સર્વોચ્ચ સત્તામંડળ નિર્દિષ્ટ કરે તેવી વિગતો સહિતના તેવા નમૂના(ફોર્મ)માં અને તેવી રીતે અને તેટલી ફી સાથે દરખાસ્ત કરવી જોઈશે.

સુખસુવિધાઓ
ઊભી કરવા
બાબત.

(૩) સર્વોચ્ચ સત્તામંડળ, પેટા-કલમ(૨) હેઠળ કરેલી દરખાસ્ત મળ્યેથી, દરખાસ્તની ચકાસણી કરશે અને તે દરખાસ્ત, ફેરફાર સાથે અથવા ફેરફાર વગર મંજૂર કરશે અથવા નામંજૂર કરશે. સર્વોચ્ચ સત્તામંડળે પોતાના નિર્ણયની જાણ સંબંધિત વ્યક્તિ અને પ્રાદેશિક વિકાસ સત્તામંડળને શક્ય તેટલી જલદી કરવી જોઈશે.

(૪) સર્વોચ્ચ સત્તામંડળ તરફથી મંજૂરીની જાણ મળ્યે, પ્રાદેશિક વિકાસ સત્તામંડળે, સંબંધિત એકમને અથવા વ્યક્તિને જમીન, જગા, સવલતો અથવા સુખસુવિધાઓનો સંબંધિત હિસ્સો આપવો જોઈશે.

(૫) સર્વોચ્ચ સત્તામંડળ, ખાસ મૂડીરોકાણ પ્રદેશમાં આર્થિક પ્રવૃત્તિ, સુખસુવિધા અથવા આંતરમાળખા માટે રાજ્ય સરકારની વિદ્યમાન નીતિ અથવા આદેશ પ્રમાણે પેકેજ, યોજના અથવા પ્રોત્સાહનો આપી શકશે.

સન
૨૦૦૪નો
ગુજરાતનો
૧૧મો.

૧૯. (૧) આ અધિનિયમ અથવા તે હેઠળ કરેલા નિયમો અથવા વિનિયમોમાં ગમે તે મજકૂર હોય તેમ છતાં, ખાસ આર્થિક ઝોનમાં ઊભા કરેલા અને ખાસ મૂડીરોકાણ પ્રદેશ હેઠળ આવતાં એકમો અથવા સુખસુવિધાઓને, ગુજરાત ખાસ આર્થિક ઝોન અધિનિયમ, ૨૦૦૪ લાગુ પડવાનું અને તે હેઠળના લાભો મળવાનું ચાલુ રહેશે.

ખાસ મૂડીરોકાણ
પ્રદેશમાંના ખાસ
આર્થિક ઝોનના
એકમો અને
સુખસુવિધાઓને

સન
૨૦૦૪નો
ગુજરાતનો
૧૧મો.

(૨) ખાસ આર્થિક ઝોનના વિકાસકારે, ગુજરાત ખાસ આર્થિક ઝોન અધિનિયમ, ૨૦૦૪ની કલમ ૨ના ખંડ(૨) હેઠળ જાહેર કરેલા ખાસ આર્થિક ઝોન અને તેના ઘેરાવાના વિસ્તારમાં અને તેની નિકટવર્તી વિસ્તારમાં આંતરમાળખાને આખરી સ્વરૂપ આપતી વખતે, પ્રાદેશિક વિકાસ સત્તામંડળ દ્વારા તૈયાર કરાયેલી વિકાસ યોજનાને ધ્યાનમાં લેવી જોઈશે.

સંબંધિત
અધિનિયમ લાગુ
પડવા બાબત.

પ્રકરણ ૭

આંતરમાળખા પ્રોજેક્ટોનો વિકાસ અને અમલીકરણ.

પ્રોજેક્ટ
વિકાસ
એજન્સીઓ.

૨૦. (૧) રાજ્ય સરકાર, પ્રોજેક્ટ વિકાસ એજન્સીઓ તરીકે, કંપની અધિનિયમ, ૧૯૫૬ હેઠળ સ્થાપેલી કંપનીઓ સહિત સરકારી એજન્સીઓ ઊભી કરી શકશે અથવા તેમને મુકરર કરી શકશે અને પેટા-કલમ(૫)માં નિર્દિષ્ટ કરેલી સત્તા અને કાર્યો સહિત ખાસ મૂડીરોકાણ પ્રદેશના પ્રોજેક્ટના વિકાસને લગતી સત્તાઓ અને કાર્યો સોંપી શકશે.

સન
૧૯૫૬નો
૧લો.

(૨) રાજ્ય સરકાર, રાજ્યમાં આવેલા બધાજ ખાસ મૂડીરોકાણ પ્રદેશોને લગતા પ્રોજેક્ટ માટે પેટા-કલમ(૧)માં જણાવેલી પ્રોજેક્ટ વિકાસ એજન્સીઓ અને કંપનીઓમાંથી, એક નોડલ કંપનીને પ્રોજેક્ટ વિકાસ એજન્સી તરીકે કાર્ય કરવા માટે રચી શકશે અથવા મુકરર કરી શકશે.

(૩) નોડલ કંપની સર્વોચ્ચ સત્તામંડળના સામાન્ય અથવા વિશિષ્ટ માર્ગદર્શન હેઠળ કાર્ય કરશે અને પ્રોજેક્ટ સંબંધી કાર્ય હાથ ધરવામાં સર્વોચ્ચ સત્તામંડળ અને રાજ્ય સરકારને સહાય કરશે.

(૪) નોડલ કંપની સર્વોચ્ચ સત્તામંડળ સાથે ઘનિષ્ઠ સંકલનથી કાર્ય કરશે અને ખાસ મૂડીરોકાણ પ્રદેશોને લગતા પ્રોજેક્ટના વિકાસ કાર્યમાં સંકળાયેલા પ્રાદેશિક વિકાસ સત્તામંડળો અને અન્ય એજન્સીઓ, વિકાસકારો અને ઘટકોને તમામ મદદ અને માર્ગદર્શન આપશે.

(૫) નોડલ કંપનીના કાર્યોમાં નીચેનાનો સમાવેશ થશે:-

- (૧) પ્રોજેક્ટનું આયોજન કરવું અને તેની વિસ્તૃત વિગતો રાખવી;
- (૨) ટેકનો-કોમર્શિયલ અને આર્થિક શક્યતાની ચકાસણી;
- (૩) પ્રોજેક્ટનું નાણાકીય માળખું ઘડવું;
- (૪) પર્યાવરણીય સમસ્યાઓ અને ઉપાયો;
- (૫) પ્રોજેક્ટનું અમલીકરણ કરવું અથવા બીજા વિકાસકારો અથવા ઘટકોને તે સોંપવા;
- (૬) ખાસ મૂડીરોકાણ પ્રદેશનો, ખાસ મૂડીરોકાણ પ્રદેશમાંના અને તેની સાથે સંકળાયેલા પ્રોજેક્ટનો વૈશ્વિક સ્તરે પ્રચાર કરવો;
- (૭) નાણાકીય અને બહુલક્ષી સંસ્થાઓ સહિત બજારમાંથી નાણા ઊભા કરવા;
- (૮) ખાસ મૂડીરોકાણ પ્રદેશની અંદરની અથવા તેની સાથે સંકળાયેલ પ્રોજેક્ટોમાં ખાનગી ક્ષેત્રની ભાગીદારીને લાવવી અને તેને ઉત્તેજન આપવું;
- (૯) પોતાને સોંપાયેલા કોઈપણ હેતુઓ માટે બીજા ઘટકો સાથે કરારો અને કબૂલાતનામા કરવા;
- (૧૦) ખાસ મૂડીરોકાણ પ્રદેશ સાથે સંકળાયેલ પ્રોજેક્ટોના અસરકારક અમલીકરણ, ખરીદ-વેચાણ(વેપાર) અને વ્યવસ્થાપન માટે કોઈપણ બીજા પગલાં લેવા અથવા સૂચવવા.

(૬) ખાસ મૂડીરોકાણ પ્રદેશમાં અથવા તેની સાથે સંકળાયેલા આંતરમાળખા પ્રોજેક્ટોનો વિકાસ હાથ ધરવા ધારતા કોઈ ઘટકે સર્વોચ્ચ સત્તામંડળને તે સંદર્ભમાં દરખાસ્ત કરવી જોઈશે.

આંતરમાળખા
વિકાસ માટે
સરકારી
કંપનીને
અસ્કયામતોની
તબદીલી.

૨૧. (૧) પ્રાદેશિક વિકાસ સત્તામંડળ, ખાસ મૂડીરોકાણ પ્રદેશમાં આંતરમાળખા વિકાસ અને સુખસુવિધાઓ માટે, રાજ્ય સરકારે, તેની એજન્સીઓએ અથવા યથાપ્રસંગ, સ્થાનિક સત્તામંડળે આપેલી જમીન સહિતની પોતાની અસ્કયામતો, સરકારી કંપનીને તબદીલ કરી શકશે.

(૨) કલમ ૬ની પેટા-કલમ (૨)ના ખંડ (૬) હેઠળ મંજૂર કરેલા કરાર અથવા યથાપ્રસંગ, કન્સેશન કરારનામા અનુસાર પ્રોજેક્ટ માટે, જમીન અને તેના ઉપરના અધિકારો સહિતની જાહેર અસ્કયામતો, કોઈ ખાનગી ઘટકને તબદીલ કરવી જોઈશે અથવા આપવી જોઈશે.

૨૨. (૧) ખાસ મૂડીરોકાણ પ્રદેશમાં કોઈ પ્રોજેક્ટ અથવા કાર્ય કરવા માટે, પ્રાદેશિક વિકાસ સત્તામંડળ વિકાસકારને સાથે કબૂલાતનામા કરી શકશે:

સન
૧૯૮૮નો
ગુજરાતનો
૧૧મો.

પરંતુ આંતરમાળખા પ્રોજેક્ટના કિસ્સામાં વિકાસકારની પસંદગીની પ્રક્રિયા, ગુજરાત માળખાકીય વિકાસ અધિનિયમ, ૧૯૮૮માં નિયત કર્યા પ્રમાણેની હોવી જોઈશે.

(૨) પૂર્વવર્તી જોગવાઈઓની વ્યાપકતાને બાધ આવ્યા સિવાય, સર્વોચ્ચ સત્તામંડળની પૂર્વમંજૂરીથી, ખાસ મૂડીરોકાણ પ્રદેશમાં કોઈ ચોક્કસ પ્રોજેક્ટના વિકાસ અથવા વ્યવસ્થાપન કરવા માટે, ખાસ હેતુ ઘટકની રચના કરવા માટે, પ્રાદેશિક વિકાસ સત્તામંડળ અન્ય કોઈ સરકારી કંપની અથવા અન્ય કોઈ વિકાસકાર અથવા ઘટક સાથે સંયુક્ત સાહસનું કરારનામું કરી શકશે.

૨૩. સર્વોચ્ચ સત્તામંડળે, વખતોવખત ઠરાવ્યા મુજબ ખાસ મૂડી રોકાણ પ્રદેશમાં સૌથી ઓછા લગભગના વિસ્તારનો પોતાની હેઠળ કબજો ધરાવતી અને આર્થિક પ્રવૃત્તિ અને સુખસુવિધા સહિત સદરહુ વિસ્તારનો સંકલિત વિકાસ હાથ ધરવા ઈચ્છતી કોઈ વ્યક્તિ અથવા ઘટક, કલમ ૧૮માં જણાવેલી કાર્યરીતિ અનુસાર સર્વોચ્ચ સત્તામંડળને અરજી કરી શકશે:

પરંતુ આવો વિકાસ, વિકાસ યોજના, સામાન્ય વિકાસ વિનિયમો અને સર્વોચ્ચ સત્તામંડળ યોગ્ય ગણે તેવી બીજી શરતોને અધીન રહેશે.

પ્રકરણ ૮

જગાની ફાળવણી, કબજો છોડાવવા અને લેણાની વસૂલાત કરવા બાબત.

૨૪. (૧) રાજ્ય સરકાર અથવા સર્વોચ્ચ સત્તામંડળના કોઈ સામાન્ય અથવા ખાસ આદેશોને અધીન રહીને, પ્રાદેશિક વિકાસ સત્તામંડળ ખાસ મૂડીરોકાણ પ્રદેશમાં, એકમોને જગા, જમીન અને સુખસુવિધાની ફાળવણી અને સોંપણી અને ઊભા કરવામાં આવતા આંતરમાળખા પ્રોજેક્ટો માટેની પ્રાથમિક એજન્સી રહેશે.

(૨) પ્રાદેશિક વિકાસ સત્તામંડળે, ખાસ મૂડીરોકાણ પ્રદેશની અંદર સર્વોચ્ચ સત્તામંડળ પોતે યોગ્ય ગણે તેવી બોલીઓ અને શરતોને અધીન રહીને અથવા તેણે આદેશ આપ્યા મુજબના ચાર્જ લીધા પછી જમીન, જગા અને સુખસુવિધા સંબંધિત એકમ અથવા વ્યક્તિને આપવા જોઈશે.

(૩) પ્રાદેશિક વિકાસ સત્તામંડળે, ખાસ મૂડીરોકાણ પ્રદેશમાંની જગા અને સુખસુવિધાના ભોગવેદારો પાસેથી લેણાં, ભાડાં અને ચાર્જ વસૂલ કરવા માટેની જોગવાઈઓ કરવી જોઈશે અને તે માટેના પગલાં લેવાં જોઈશે.

(૪) પ્રાદેશિક વિકાસ સત્તામંડળની દરખાસ્ત ઉપર અને આ સંબંધમાં, પ્રાદેશિક વિકાસ સત્તામંડળે પ્રમાણિત કર્યે, નિકાલ બાકી લેણાં, કોઈ હોય તો તે, જમીન મહેસૂલની બાકી તરીકે વસૂલ કરવા જોઈશે અથવા ઉધરાવવા જોઈશે.

(૫) પ્રાદેશિક વિકાસ સત્તામંડળે, સર્વોચ્ચ સત્તામંડળ સાથે વિચારવિનિમય કરીને, આ અધિનિયમ હેઠળ બહાર પાડેલી કોઈ માર્ગદર્શિકાનો ભંગ કરવા બદલ અથવા આ અધિનિયમની જોગવાઈઓનું પાલન ન કરવા બદલ, ખાસ મૂડીરોકાણ પ્રદેશની હદમાં, કોઈ જગામાંથી ભોગવેદારોનો કબજો છોડાવવા માટે જોગવાઈઓ કરી શકશે.

પ્રકરણ ૯

ફરિયાદ નિવારણ અને તકરાર પતાવટ

સન
૧૯૮૬નો
૨૬મો.

૨૫. કાયદાની કોઈ કોર્ટની હકૂમત અને લવાદી અને સમાધાન અધિનિયમ, ૧૯૮૬ની જોગવાઈઓને બાધ આવ્યા સિવાય, આ અધિનિયમના હેતુઓ માટેનું આંતરિક તકરાર પતાવટ તંત્ર નીચે પ્રમાણે રહેશે:-

(૧) પ્રાદેશિક વિકાસ સત્તામંડળે, ખાસ મૂડીરોકાણ પ્રદેશમાં, કોઈ મધ્યસ્થીથી ઊભી થતી ફરિયાદોનું નિવારણ કરવા અને તકરારોની પતાવટ કરવા માટે, પોતાના દ્વારા નક્કી કરવામાં

આવે તેટલી સંખ્યામાં પોતાના સભ્યો અને અધિકારીઓની બનેલી ફરિયાદ નિવારણ સમિતિ(જીઆરસી)ની રચના કરવી જોઈશે.

(૨) ફરિયાદ નિવારણ સમિતિના નિર્ણયથી નારાજ થયેલી કોઈ વ્યક્તિ, સર્વોચ્ચ સત્તામંડળે રચેલા અને પોતે નક્કી કરે તેટલી સંખ્યામાં પોતાના સભ્યો અને અધિકારીઓના બનેલા તકરાર નિવારણ ફોરમ (ડીઆરએફ)ને અપીલ કરી શકશે.

(૩) તકરારોનો નિર્ણય કરવાના હેતુ માટે, ફરિયાદ નિવારણ સમિતિએ અને તકરાર નિવારણ ફોરમે, આ સંબંધમાં, સમય માળખા સહિતની માર્ગદર્શિકા ઘડવી જોઈશે અને ફરિયાદોની તજવીજ કરતી વખતે કુદરતી ન્યાયના સિધ્ધાંતોને અનુસરવા જોઈશે.

તકરાર
પતાવટ
તંત્ર.

૨૬. (૧) રાજ્ય સરકાર, રાજપત્રમાં જાહેરનામાથી, પ્રાદેશિક વિકાસ સત્તામંડળ સામેની અથવા ખાસ મૂડીરોકાણ પ્રદેશમાં કોઈપણ રીતે ઉદ્ભવતી અને તેની સામે લાવવામાં આવતી હોય તેવી અથવા ફરિયાદ નિવારણ સમિતિ અને તકરાર નિવારણ ફોરમ દ્વારા ઉકેલ અથવા પતાવટ ન થઈ શકતી હોય તેવી તકરારોની તજવીજ કરવા માટે પોતે નિર્દિષ્ટ કરે તેટલી સંખ્યાના સભ્યોના બનેલા તકરાર પતાવટ તંત્રની રચના કરી શકશે.

(૨) તકરાર પતાવટ તંત્રના અધ્યક્ષ અને સભ્યોની લાયકાત, તેના હોદ્દાની મુદત અને બીજી બોલીઓ અને શરતો નિયમોથી ઠરાવવામાં આવે તેવી રહેશે.

(૩) તકરારોનો નિર્ણય કરવાના હેતુ માટે, તકરાર પતાવટ તંત્રે આ સંબંધમાં સમય માળખા સહિતની માર્ગદર્શિકા ઘડવી જોઈશે અને તકરારની તજવીજ કરતી વખતે કુદરતી ન્યાયના સિધ્ધાંતોને અનુસરવા જોઈશે.

(૪) તકરાર પતાવટ તંત્રએ પસાર કરેલો હુકમ છેવટનો રહેશે.

પ્રકરણ ૧૦

ખાસ મૂડીરોકાણ પ્રદેશના ઘેરાવાનો વહીવટ અને વિકાસ

ખાસ
મૂડીરોકાણ
પ્રદેશનો
ઘેરાવો.

૨૭. (૧) રાજ્ય સરકાર, રાજપત્રમાં જાહેરનામાથી, પોતે યોગ્ય ગણે તેવા ખાસ મૂડીરોકાણ પ્રદેશની લગોલગના કોઈપણ તરફે ત્રણ કીલોમીટરથી વધુ નહિ તેટલા બહારના વિસ્તારને ખાસ મૂડીરોકાણના પ્રદેશના ઘેરાવા તરીકે જાહેર કરી શકશે.

(૨) પેટા-કલમ (૧) હેઠળ ખાસ મૂડીરોકાણ પ્રદેશના ઘેરાવા તરીકે વિસ્તારને જાહેર કર્યે,-

(ક) ખાસ મૂડીરોકાણ પ્રદેશનું પ્રાદેશિક વિકાસ સત્તામંડળ, ખાસ મૂડીરોકાણ પ્રદેશના ઘેરાવા માટેનું પ્રાદેશિક વિકાસ સત્તામંડળ રહેશે; અને

(ખ) પ્રાદેશિક વિકાસ સત્તામંડળ અને સર્વોચ્ચ સત્તામંડળની સત્તા અને કાર્યો ખાસ મૂડીરોકાણ પ્રદેશના ઘેરાવાને લાગુ પડશે.

(૩) ઘેરાવાના વિસ્તારમાં વિકાસનું નિયમન કરવાના હેતુ માટે પ્રાદેશિક વિકાસ સત્તામંડળ, આ અધિનિયમની જોગવાઈઓ અનુસાર અલગ જમીન વપરાશ યોજના અને વિકાસ યોજના તૈયાર કરી શકશે.

પ્રકરણ ૧૧

ખાસ મૂડીરોકાણ પ્રદેશની હદમાં નિયંત્રણ, નિયમન અને વિકાસ

નિયંત્રણ,
નિયમન
અને
વિકાસ.

૨૮. (૧) રાજ્ય સરકાર, રાજપત્રમાં જાહેરનામાથી, આ અધિનિયમના હેતુઓ માટે ખાસ મૂડીરોકાણ પ્રદેશના સમગ્ર અથવા તેના કોઈપણ ભાગને નિયંત્રિત વિસ્તાર તરીકે જાહેર કરી શકશે.

(૨) પ્રાદેશિક વિકાસ સત્તામંડળની પરવાનગી સિવાય, નિયંત્રિત વિસ્તારમાંની કોઈપણ જમીન, પેટા-કલમ(૧) હેઠળ જાહેરનામાની તારીખે, તે વપરાશમાં લેવામાં આવી હોય તે હેતુઓ સિવાયના હેતુઓ માટે વાપરી શકાશે નહિ.

(૩) પ્રાદેશિક વિકાસ સત્તામંડળે તેના માટે ખાસ મંજૂરી આપી હોય તે સિવાય, કોઈ સ્થાનિક સત્તામંડળ અથવા રાજ્ય સરકારની એજન્સી, કોઈપણ વિકાસ કાર્ય માટે કોઈ પરવાનગી આપી શકશે નહિ અથવા પેટા-કલમ (૨)માં ઉલ્લેખેલા હોય તે સહિતના કોઈપણ પ્રોજેક્ટ મંજૂર કરી શકશે નહિ.

(૪) પ્રાદેશિક વિકાસ સત્તામંડળની પૂર્વ પરવાનગીથી અને પ્રાદેશિક વિકાસ સત્તામંડળે ઘડેલી વિકાસ યોજના અને માર્ગદર્શિકા અનુસાર હોય તે સિવાય, કોઈપણ વ્યક્તિ નિયંત્રિત વિસ્તારમાં કોઈ ઈમારત ઊભી કરી શકશે નહિ અથવા કોઈ ખોદકામ કરી શકશે નહિ કે વિસ્તારી શકશે નહિ અથવા રસ્તા ઉપર પ્રવેશના કોઈપણ માર્ગની ગોઠવણ કરી શકશે નહિ.

(૫) પેટા-કલમ (૪)માં ઉલ્લેખેલી પરવાનગી મેળવવા ઈચ્છતી કોઈ વ્યક્તિએ, પ્રાદેશિક વિકાસ સત્તામંડળ નિર્દિષ્ટ કરે તેવા નમૂનામાં અને તેવી માહિતી ધરાવતી લેખિત અરજી પ્રાદેશિક વિકાસ સત્તામંડળને કરવી જોઈશે.

(૬) પ્રાદેશિક વિકાસ સત્તામંડળ, યોગ્ય તપાસ કર્યા પછી, પોતાને યોગ્ય જણાય તેવી શરતોને અધીન રહીને, તેવી પરવાનગી આપી શકશે અથવા પરવાનગી આપવાનો ઈનકાર કરી શકશે.

(૭) પ્રાદેશિક વિકાસ સત્તામંડળના પેટા-કલમ (૬) હેઠળના નિર્ણયથી નારાજ થયેલી કોઈ વ્યક્તિ, સર્વોચ્ચ સત્તામંડળના આવા નિર્ણયની સામે પ્રાદેશિક વિકાસ સત્તામંડળના નિર્ણયની તારીખથી ત્રીસ દિવસની અંદર અપીલ કરી શકશે.

(૮) કોઈ વ્યક્તિ, આ અધિનિયમ હેઠળના વિકાસ ઉપરના નિયંત્રણથી થયેલી અથવા થયેલી હોવાનું કહેવાતી ઈજા, નુકસાન અથવા હાનિ માટે વળતરનો દાવો કરવા હકદાર થશે નહિ.

(૯) પ્રાદેશિક વિકાસ સત્તામંડળ, આ કલમની જોગવાઈઓનો ભંગ કરનાર કોઈપણ વ્યક્તિને, જે ઈમારત અથવા જમીનના સંબંધમાં ઉલ્લંઘન કરવામાં આવ્યું હોય તેવી કોઈ ઈમારત અથવા જમીનને નિયત સમયની અંદર, બંધ કરવાનો અથવા તેની મૂળ સ્થિતિમાં લાવવાનો અથવા યથાપ્રસંગ, લાદવામાં આવેલી શરતોને સુસંગત કરવાનો હુકમ કરી શકશે.

(૧૦) જો આવી વ્યક્તિ, પેટા-કલમ(૯) હેઠળ આદેશ કર્યા પ્રમાણે કરવામાં ચૂક કરે તો, પ્રાદેશિક વિકાસ સત્તામંડળ પોતે તે હુકમનો અમલ કરાવવા માટેના પગલાં લઈ શકશે અને આવા પગલાં લેવા માટેનું ખર્ચ આવી વ્યક્તિ પાસેથી જમીન-મહેસૂલની બાકી તરીકે વસૂલ કરવું જોઈશે.

(૧૧) આ કલમમાંનો કોઈપણ મજકૂર નીચેના લાગુ પડશે નહિ:-

- (ક) રહેઠાણના હેતુઓ માટેની કોઈપણ ઈમારતને અથવા કોઈપણ ગ્રામપંચાયતના, ગ્રામસ્થળના (ગામતળ) વિસ્તારમાંની અથવા મ્યુનિસિપલ વિસ્તાર અને મ્યુનિસિપલ કોર્પોરેશન વિસ્તારમાંની કૃષિને સહાયભૂત હોય તેવી ઈમારતો;
- (ખ) પેટા-કલમ (૧) હેઠળના જાહેરનામાના સમયે જેની ઉપર ઈમારત અથવા ફરતી વાડ, સ્મશાન, કબ્રસ્તાન, પૂજાનું સ્થળ અથવા સમાધિના બાંધકામના સદરહુ હેતુઓ માટે પરંપરાગત રીતે ભોગવટામાં હોય અથવા ઉપયોગમાં લેવાતી હોય તે જમીન;
- (ગ) કૃષિના સાધારણ ક્રમમાં (કૂવા સહિતનાં) સામાન્ય ખોદકામને;
- (ઘ) ફક્ત કૃષિના હેતુઓ માટેની જમીનમાં પ્રવેશના આશયથી બનાવેલા કપચી વગરના રોડના બાંધકામને;
- (ચ) માલિકના અંગત ઉપયોગ માટે અથવા કૃષિને લગતી પોતાની માલમિલકતના સંગ્રહના હેતુસર કૃષિવિષયક જમીનમાં સંબંધિત અધિનિયમો અથવા નિયમો હેઠળ રાજ્ય સરકારે વખતોવખત ઠરાવેલા પરવાનગીપાત્ર માપદંડો મુજબ રહેણાકના ઘરના બાંધકામને અથવા તેના વિસ્તરણને.

પ્રકરણ ૧૨

ખાસ મૂડીરોકાણ પ્રદેશને ઔદ્યોગિક નગર વસાહત તરીકે ગણવા બાબત.

ખાસ
મૂડીરોકાણ
પ્રદેશને
ઔદ્યોગિક
નગર વસાહત
તરીકે ગણવા
બાબત.

૨૯. (૧) ખાસ મૂડીરોકાણ પ્રદેશની અંદરના ગ્રામ પંચાયતના ગ્રામ સ્થળના વિસ્તારો (ગામતળ), મ્યુનિસિપલ વિસ્તાર અને મ્યુનિસિપલ કોર્પોરેશન વિસ્તાર સિવાયના વિસ્તારને, રાજ્ય સરકાર, રાજપત્રમાં, તેને ઔદ્યોગિક નગર વસાહત તરીકે જાહેર કરે તે તારીખથી ભારતના સંવિધાનના અનુચ્છેદ ૨૪૩-ન ના ખંડ (૧)ની જોગવાઈઓના અર્થ પ્રમાણે ઔદ્યોગિક નગર વસાહત તરીકે ગણવો જોઈશે.

(૨) પૂર્વપરવાનગી અને આ અર્થે રાજ્ય સરકાર કોઈ સામાન્ય અથવા ખાસ હુકમો કરે તેને અધીન રહીને, પ્રાદેશિક વિકાસ સત્તામંડળ, આ કલમ હેઠળ વેરાની આકારણી, વેરા લાદવા અને તેની વસૂલાત માટે લેવાના નિર્ણયો અને પગલાં માટેના સત્તામંડળ તરીકે કાર્ય કરી શકશે.

પ્રકરણ ૧૩

પ્રાદેશિક વિકાસ સત્તામંડળના નાણા, હિસાબો અને વાર્ષિક અહેવાલ

પ્રાદેશિક
વિકાસ
સત્તામંડળનું
ફંડ.

૩૦. પ્રાદેશિક વિકાસ સત્તામંડળને પોતાનું ફંડ રહેશે અને તેણે તે નિભાવવું જોઈશે. પ્રાદેશિક વિકાસ સત્તામંડળને ચૂકવેલી અને તેણે ઉઘરાવેલી તમામ રકમો સદરહુ સત્તામંડળના ફંડમાં જમા કરવી જોઈશે અને તમામ ચુકવણીઓ તેમાંથી કરવી જોઈશે.

હિસાબો અને
ઓડિટ.

૩૧. (૧) પ્રાદેશિક વિકાસ સત્તામંડળના હિસાબો નિયમોથી ઠરાવવામાં આવે તેવા નમૂનામાં અને તેવી રીતે તૈયાર કરવા અને જાળવવા જોઈશે.

(૨) પ્રાદેશિક વિકાસ સત્તામંડળના હિસાબો, કંપની અધિનિયમ, ૧૯૫૬ની કલમ ૨૨૬ હેઠળ સન કંપનીના ઓડીટર તરીકે કામ કરવાની યોગ્ય લાયકાત ધરાવતા કોઈ ઓડીટર પાસે ઓડીટ ૧૯૫૬નો ૧લો. કરાવવા જોઈશે.

વાર્ષિક
અહેવાલ.

૩૨. (૧) પ્રાદેશિક વિકાસ સત્તામંડળે, દરેક નાણાકીય વર્ષમાં, સર્વોચ્ચ સત્તામંડળ સાથે વિચારવિનિમય કરીને, અગાઉના નાણાકીય વર્ષ દરમિયાનની પોતાની પ્રવૃત્તિઓની વિગતો અને ચાલુ નાણાકીય વર્ષમાં તેણે હાથ ધરવાની પોતાની પ્રવૃત્તિઓની વિગતો આપતો સાચો અને સંપૂર્ણ વાર્ષિક અહેવાલ તૈયાર કરવો જોઈશે અને તે રાજ્ય સરકારને સાદર કરવો જોઈશે.

(૨) રાજ્ય સરકારે, પેટા-કલમ (૧) હેઠળ અહેવાલ મળ્યા પછી, ઓડીટ કરેલા વાર્ષિક હિસાબો સાથે જે તે વર્ષ માટેનો આવો દરેક અહેવાલ બનતી ત્વરાએ, રાજ્ય વિધાનમંડળ સમક્ષ મૂકાવવો જોઈશે.

પ્રકરણ ૧૪

નિયમો કરવાની અને આદેશો અને વિનિયમો બહાર પાડવાની અને મુશ્કેલીઓ

દૂર કરવાની સત્તા

નિયમો
કરવાની
રાજ્ય
સરકારની
સત્તા.

૩૩. (૧) રાજ્ય સરકાર, રાજપત્રમાં જાહેરનામાથી, આ અધિનિયમના હેતુઓ પાર પાડવા માટે નિયમો કરી શકશે.

(૨) ખાસ કરીને અને પૂર્વવર્તી સત્તાની વ્યાપકતાને બાધ આવ્યા સિવાય, આ અધિનિયમ હેઠળ રચાયેલા પ્રાદેશિક વિકાસ સત્તામંડળ અને સર્વોચ્ચ સત્તામંડળની બીજી કોઈપણ સત્તા અને કાર્યો નક્કી કરવા માટે નિયમો કરી શકાશે.

(૩) આ કલમ હેઠળ કરેલા તમામ નિયમો, તે કરવામાં આવે તે પછી શક્ય હોય તેટલું જલ્દી, ઓછામાં ઓછા ત્રીસ દિવસ સુધી રાજ્ય વિધાનમંડળ સમક્ષ મૂકવા જોઈશે અને જે સત્રમાં તે

એવી રીતે મૂકવામાં આવે તેમાં અથવા તેની તરત પછીના સત્ર દરમિયાન, વિધાનમંડળ તેમાં જે કાંઈ ફેરફાર કરે તેને તે અધીન રહેશે.

૩૪. (૧) રાજ્ય સરકાર, સર્વોચ્ચ સત્તામંડળને, પ્રાદેશિક વિકાસ સત્તામંડળને અથવા આ આદેશો અધિનિયમ હેઠળની પ્રવૃત્તિઓ સાથે સંકળાયેલી કોઈપણ એજન્સીને અથવા ઘટકને અથવા ખાસ આપવાની મૂડીરોકાણ પ્રદેશમાં અથવા તેની સાથે સંકળાયેલા પ્રોજેક્ટોના વિકાસ, કામગીરી અને અમલમાં રાજ્ય સંકળાયેલી કોઈ વ્યક્તિ કે મંડળને, આદેશો આપી શકશે. સરકારની સત્તા.

(૨) પેટા-કલમ (૧) હેઠળ રાજ્ય સરકારે આપેલા દરેક આદેશ, સંબંધિત સત્તામંડળ, પ્રાદેશિક વિકાસ સત્તામંડળ, એજન્સી, ઘટક, મંડળ અથવા વ્યક્તિને બંધનકર્તા રહેશે.

૩૫. સર્વોચ્ચ સત્તામંડળ, આ અધિનિયમના હેતુઓ પાર પાડવા માટે અને આ અધિનિયમ વિનિયમો હેઠળના તેના કાર્યો બજાવવા સક્ષમ બનાવવા માટે આ અધિનિયમ અને તે હેઠળ કરેલા નિયમોની જોગવાઈઓ સાથે અસંગત ન હોય તેવા વિનિયમો કરી શકશે. કરવાની સર્વોચ્ચ સત્તામંડળની સત્તા.

૩૬. (૧) આ અધિનિયમની જોગવાઈઓનો અમલ કરવામાં કોઈ મુશ્કેલી ઊભી થાય તો, રાજ્ય મુશ્કેલીઓ સરકાર, રાજપત્રમાં હુકમ પ્રસિધ્ધ કરીને, મુશ્કેલી દૂર કરવા માટે જરૂરી અથવા ઈષ્ટ લાગે તેવી, દૂર કરવાની આ અધિનિયમની જોગવાઈઓ સાથે અસંગત ન હોય તેવી જોગવાઈઓ કરી શકશે: સત્તા.

પરંતુ, આ અધિનિયમના આરંભની તારીખથી બે વર્ષ પૂરા થયા પછી પેટા-કલમ(૧) હેઠળ કોઈ હુકમ કરી શકાશે નહિ.

(૨) આ કલમ હેઠળ કરેલો દરેક હુકમ, તે કરવામાં આવે તે પછી બનતી ત્વરાએ, રાજ્ય વિધાનમંડળ સમક્ષ મૂકવો જોઈશે.

પ્રકરણ ૧૫

પ્રકીર્ણ

૩૭. આ અધિનિયમ હેઠળ અન્યથા જોગવાઈ કરી હોય તે સિવાય, તત્સમયે અમલમાં હોય તેવા અધિનિયમને કોઈપણ બીજા રાજ્ય કાયદામાં કાંઈપણ અસંગત હોય તેમ છતાં, આ અધિનિયમની જોગવાઈઓ બીજા રાજ્ય કાયદાઓની ઉપરવટ અમલ ધરાવશે. ઉપરવટ ગણવા બાબત.

સન ૧૮૮૪નો ૧૯૦. ૩૮. આ અધિનિયમ હેઠળ નગરરચના યોજના, વિકાસ યોજના અથવા આંતરમાળખા જાહેર હેતુ પ્રોજેક્ટના હેતુ માટે આવશ્યક જમીન, જમીન સંપાદન અધિનિયમ, ૧૮૮૪ના અર્થ મુજબ જાહેર તરીકેની હેતુ માટે આવશ્યક જમીન હોવાનું ગણાશે. જમીન ગણવા બાબત.

સન ૧૮૬૦નો ૪૫મો. ૩૯. સર્વોચ્ચ સત્તામંડળ, પ્રાદેશિક વિકાસ સત્તામંડળ, નોડલ કંપની અને અન્ય સરકારી કંપની સભ્યો, અથવા પ્રોજેક્ટ વિકાસ એજન્સીના તમામ સભ્યો, અધિકારીઓ અને કર્મચારીઓ આ અધિકારીઓ અને કર્મચારીઓને અધિનિયમની અથવા તે હેઠળ કરાયેલા કોઈ નિયમો અને વિનિયમોની કોઈ જોગવાઈઓ અને કર્મચારીઓને અનુસાર કાર્ય કરતા હોય અથવા કાર્ય કરતા હોવાનું અભિપ્રેત હોય ત્યારે, ભારતના ફોજદારી રાજ્ય સેવકો અધિનિયમની કલમ ૨૧ના અર્થ મુજબ રાજ્યસેવકો છે એમ ગણાશે. ગણવા બાબત.

૪૦. આ અધિનિયમ અથવા તે હેઠળ કરેલા નિયમો અને વિનિયમોની જોગવાઈઓ અનુસાર શુદ્ધબુધ્ધિથી શુદ્ધબુધ્ધિથી કરેલા અથવા કરવા ધારેલા કોઈ કાર્યના સંબંધમાં, સર્વોચ્ચ સત્તામંડળ, પ્રાદેશિક વિકાસ સત્તામંડળ, નોડલ કંપની, અન્ય સરકારી કંપની અથવા પ્રોજેક્ટ વિકાસ એજન્સીઓ અથવા પગલાંને તેમની કોઈપણ સમિતિઓ અથવા તેમના સભ્યો, અધિકારીઓ અને કર્મચારીઓની સામે કોઈ રક્ષણ. દાવો, ફરિયાદ કે બીજી કાનૂની કાર્યવાહી થઈ શકશે નહીં.

રદ કરવા
બાબત અને
અપવાદ.

૪૧. (૧) આથી, ગુજરાત ખાસ મૂડીરોકાણ પ્રદેશ વટહુકમ, ૨૦૦૮ રદ કરવામાં આવે છે.

(૨) આવી રીતે રદ કરવા છતાં, સદરહુ વટહુકમ હેઠળ કરેલું કોઈપણ કૃત્ય અથવા લીધેલ કોઈપણ પગલું આ અધિનિયમ હેઠળ કરેલું અથવા લીધેલું હોવાનું ગણાશે.

સન
૨૦૦૯નો
ગુજરાત
વટહુકમ
૧લો.

The amount of cost of a project exceeding which a proposal shall be submitted to the Board under sub-section (1) of section 5 and different amount of costs for different nature of projects .

Gujarat Infrastructure Development Board
Block No.18th , 8th floor,
Udyog Bhavan, Gandhinagar
Regulation No. GIDB/GID Amendment Act/ 2006/(1) 5/2006
Dated : 15 - 3 - 2007

REGULATION

In exercise of the power conferred under section 13 of the Gujarat Infrastructure Development (Amendment) Act, 2006, the Board hereby make Regulation and determine the cost of the projects (Schedule I of the Act) which exceeds such amount, shall be submitted to the Board by the State Government, Government agency or Specified Government agency.

Short title and commencement

- 1 (a) This Regulation shall be called "Regulation for determining the cost of the project ".
- (b) It shall come into force from 15th March, 2007.

Definitions

- 2 (a) " Board " shall mean Gujarat Infrastructure Development Board established under section 17 of the GID Act, 1999 (herein after called " Principal Act ")
- (b) " Cost of the Project " shall mean all or any of the following costs.
 - I. Cost of the Project Development (shall mean expenditure incurred for feasibility or any other study , surveys, Detailed Project Reports, financial structuring and preparation of concession and or any other agreements)
 - II. Construction cost (shall mean estimated expenditure on designing, drawing and construction)

III. Cost of Land (shall mean cost of the land acquired by the State Government, Government agency or specified Government agency on a commercial / market rate for the purpose of the project).

IV. Operation and Maintenance Cost (shall mean projected cost of Operation and Maintenance of the project during the concession period)

V. Cost of Rehabilitation (shall mean an estimated expenditure for renovation of the project)

VI. Cost to be paid according to the agreed schedule (shall mean an expenditure to be incurred as per the agreed schedule and or consideration specified in the concession agreement.


VII. Any nature of cost specified by the Board from time to time.

Project exceeds such amount 3

The State Government, Government agency or Specified Government agency shall submit the proposal and proposed concession agreement to the Board for the project , the cost of which exceeds amount prescribed under Annexure I .

Power to amend the Regulation 4

The Board shall have power to review , revise and amend the regulation when ever it may feel appropriate to do so.


Member Secretary,
Gujarat Infrastructure Development Board

Annexure I

A Statement showing cost of the project exceeds the amount of the project

Sr.	Project (Schedule I)	A cost of the project exceeds limit of amount (Rs. in crores)
1	Power Generation	100.00
1.1	Non-conventional Power Generation	005.00
1.2	Power Transmission	100.00
1.3	Power Distribution	100.00
2	Roads	050.00
2.1	Bridges	025.00
2.2	By-Passes	050.00
3	Ports (other than a major Ports) and Harbors thereof	100.00
4	Urban Transport	050.00
5	Dams	050.00
6	Water storage	010.00
6.1	Water Supply	020.00
6.2	Sewerage System	010.00
7	Irrigation	010.00
8	Land Reclamation Project	005.00
9	Industrial Estate including Industrial Park	050.00
10	Tourism Project	020.00
11	Solid Waste Management	005.00
12	Information Technology related Projects	010.00
13	Education	005.00
14	Health Facilities	010.00
15	Public Markets	010.00
16	Post harvest facilities	010.00
17	Inland waterways other than National Waterways	010.00
18	Fisheries not beyond territorial water	005.00
19	Development of Minor Minerals	010.00
20	Gas and Gas works	050.00

Guidelines for Financial Support to Public Private Partnerships in Infrastructure

Viability Gap Funding Scheme

1. Introduction

1.1 The Central Government has notified a Scheme for financial support to infrastructure projects that are to be undertaken through Public Private Partnerships (PPPs). A copy of the Scheme is at Annexure-I.

1.2 The procedure to be followed for submission, appraisal and approval of financial support under this Scheme is specified below. The VGF Scheme submission, appraisal and approval process flowchart is placed at Annexure-XI.

2. Institutional Structure

The institutional structure for appraisal and approval of financial support to PPPs is specified at Annexure-II.

3. Applicability

3.1 These guidelines will apply to PPP projects proposed by the Central Ministries, State Governments and Statutory Authorities, as the case may be, which own the underlying assets (see Rule 5.1).

3.2 Proposals to be made under this Scheme shall be considered for providing Viability Gap Funding (VGF), one time or deferred, with the objective of making a PPP project commercially viable (see definition).

3.3 The proposal shall relate to a Public Private Partnership project which is based on a contract or concession agreement between a Government/statutory entity on the one side and a private sector company on the other side, for delivering an infrastructure service on payment of user charges (see definition).

3.4 This Scheme will apply only if the contract/concession is awarded in favour of a private sector company (see definition).

3.5 A private sector company or Concessionaire shall be eligible for VGF only, if it is selected on the basis of open competitive bidding and is responsible for financing, construction, maintenance and operation of the project during the Concession Period (see Rule 3.1).

3.6 The project should provide a service against payment of a pre-determined tariff or usercharges (see Rule 3.1.iii)

4. Appraisal and 'In Principle' Approval by Empowered Committee

4.1 The proposal for seeking clearance of the Empowered Committee shall be sent (in six copies, both in hard and soft form) to the PPP Cell of the Department of Economic Affairs in the format specified at Annexure-IV. The proposal should include copies of all project agreements (such as concession agreement, state support agreement, substitution agreement, escrow agreement, O&M agreement and shareholders' agreement, as applicable) and the Detailed project report/ Feasibility Report with financial model.

4.2 The proposal will be circulated by the PPP Cell to all members of the Empowered Committee for their comments. All comments received within three weeks shall be forwarded by the PPP Cell to the concerned Administrative Ministry, State Government or Statutory Authority, as the case may be, for submitting a written response to each of the comments. In case the project is based on a model concession agreement, the comments will be furnished within two weeks (see Rules 5.2 and 5.4).

4.3 The proposal, along with the detailed project report, concession agreement and supporting agreements/documents, together with the comments of the respective Ministries and the response thereto, will be submitted by the PPP Cell to the Empowered Committee for consideration and 'in principle' approval.

4.4 While submitting the proposal to the Empowered Committee, the PPP Cell will indicate whether the proposal conforms to the mandatory requirements of the Scheme. Deficiencies, if any, will be indicated in the note of PPP Cell. Member Departments/NITI Aayog will examine the proposal with a view to ensure that it conforms to the conditions specified in the Scheme.

4.5 The Empowered Committee will either approve the proposal in principle (with or without modifications) or advise the concerned Ministry, State Government or statutory authority, as the case may be, to provide additional documents/clarifications/information or to make necessary changes for further consideration of the Empowered Committee (see Rule 5.3). Empowered Committee will recommend the projects with VGF sought greater than Rs. 200 Crore to the Finance Minister for in principle approval.

4.6 Approval under this Scheme will be for the purposes of this Scheme only. All other statutory, financial or administrative approvals shall be obtained as applicable (see Rule 5.5) from competent authority. For projects owned by the Central Government or its statutory entities, approval of PPPAC shall also be obtained in accordance with the guidelines issued by the Ministry of Finance. However, these approvals may be obtained simultaneously in order to save on time.

4.7 In cases where financial support is available from any other Ministry of the Central Government under an on-going Scheme for assistance to PPPs, the proposal would be sent to such Ministry for consideration. In case the Ministry recommends that the proposal be

considered for additional assistance under this Scheme, the same shall be submitted to the Empowered Committee for consideration (see Rule 5.6).

4.8 Empowered Committee will recommend the projects with VGF sought greater than Rs. 200 Crore to the Finance Minister for final approval.

4.9 Once cleared by the Empowered Committee / Finance Minister (as the case may be), the project would be eligible for financial support under this Scheme.

4.10 It may be noted that prior to making a formal request to the Empowered Committee under the Viability Gap Funding (VGF) Scheme of GoI, the Sponsoring Authority of a Public Private Partnership (PPP) project may if it so desires submit the project concept to the Department of Economic Affairs to ascertain the admissibility of a project under the VGF Scheme based on the mandatory conditions of the Scheme. The proposal in this regard may be submitted to the Department of Economic Affairs in the attached proforma (Annexure-X). Within 7 (seven) working days of receipt of the duly filled proforma the Department of Economic Affairs would indicate to the Project Authority whether the project proposal could be proposed for the consideration of the Empowered Committee. Such a proposal could be made in case a doubt exists regarding the admissibility of the project under the VGF Scheme.

5. Viability Gap Funding (VGF)

5.1 The quantum of financial support (VGF) to be provided under this Scheme shall be in the form of capital grant and operational grant at the stage of project construction and first 5 years after the CoD, as the case may be as given in Rule 4.1 of the Scheme (Annexure-I)

6. Invitation to Bid

6.1 Financial bids shall be invited by the concerned Ministry, State Government or statutory entity, as the case may be, for award of the project within four months of the approval of the Empowered Committee. This period may be extended by the Department of Economic Affairs, as necessary (see Rule 7.1).

6.2 The private sector company shall be selected through a transparent and open competitive bidding process. The criterion for bidding shall be the amount of VGF required by a private sector company where all other parameters are comparable (see Rule 6).

7. Final Approval by Empowered Committee

7.1 Within three months from the date of award, or such extended period as may be permitted, the Lead Financial Institution shall present its appraisal of the project (in six copies, both in hard and soft form) for consideration and approval of the Empowered Committee. The appraisal shall be accompanied by an updated application in the format specified at Annexure-IV along with the

project report and project agreements. The Lead Financial Institution shall verify the contents of the application and convey its recommendation to the Empowered Committee (see Rule 7.2).

7.2 Prior to final approval by the Empowered Committee, the Ministry, State Government or statutory authority, as the case may be, proposing the project, shall certify that the bidding process conforms to the provisions of this Scheme and that all the conditions specified in the Scheme/in principle approval of the EC have been complied with (see Rule 6.2).

7.3 The procedure specified in para 4 above shall be followed mutatis mutandis for examination and approval of the appraisal report of the Lead Financial Institution.

7.4 In case, the Government or statutory entity proceeds with bidding process with substantial alterations to the bidding documents and provisions approved by the Empowered Committee without taking prior approval of the Empowered Committee, the Empowered Committee may decline the final approval to the project.

8. Disbursement of VGF

8.1 Prior to disbursement, the Empowered Committee, the Lead Financial Institution and the private sector company (sponsoring authority would be the confirming party) shall enter into a Tripartite Agreement in such format as may be prescribed by the Empowered Committee from time to time (see Rule 8.3).

8.2 For the purposes of this Scheme, a Lead Financial Institution shall be the Financial Institution (FI) that is funding the project, and in case of a consortium of FIs, the FI designated as such by the consortium shall be the Lead Financial Institution (see definition).

8.3 Capital Grant VGF shall be disbursed only after the private sector company has subscribed and expended the equity contribution required for the project and will be released in proportion to debt disbursements by Lead Financial Institution.

However, in case of sub-scheme 2, Operational grant shall be disbursed annually for the first five years post achieving COD based on audited annual accounts and shall be subject to the lower of the annual O&M cost quoted by the concessionaire at the time of the bid and actual O&M cost incurred. (see definition of O&M cost). (see Rule 8.1).

8.4 In case, a project under sub-scheme 1 & 2 is funded completely by equity, Capital Grant VGF shall be disbursed after the equity contribution is expended by the concessionaire in accordance with the project milestones achieved (lower of physical or financial progress).

8.5 VGF shall be released to the escrow account only after the recommendations of the Sponsoring Authority (see Rule 8.2).

9. Monitoring

The Lead Financial Institution shall be responsible for regular monitoring and periodic evaluation of project compliance with agreed milestones and performance levels, particularly for the purposes of disbursing the VGF. It shall also send a quarterly progress report to the Empowered Committee (see Rule 7.3).

10. Recovery of VGF in case of terminated projects

If the project is terminated at any point of time during the concession period, the VGF may not be recovered from the Authority if it is re-bid and continued as PPP. However, if the project is terminated at any point of time during the concession period and not continued as PPP project, then 90% of Capital Grant disbursed under this scheme may be payable by the Authority to the Ministry of Finance. The timeline for re-bidding and continuing such projects as PPP by the Project Authority would be 1 (one) year from date of termination of the project, after which the proceedings for recovery of VGF will be initiated. However, EC may extend this timeline further on a case to case basis.

11. Amendment to the Scheme

Any amendment to the Scheme which does not result in any material alteration to the Scheme may be done on the recommendations of EC with the approval of the Finance Minister.

Annexure-I

Scheme for Financial Support to Public Private Partnerships in Infrastructure

- A. Whereas the Government of India recognises that there is significant deficit in the availability of physical infrastructure across different sectors and that this is hindering economic development;
- B. Whereas the development of infrastructure requires large investments that cannot be undertaken out of public financing alone, and that in order to attract private capital as well as the techno-managerial efficiencies associated with it, the Government is committed to promoting Public Private Partnerships (PPPs) in infrastructure development; and
- C. Whereas the Government of India recognises that infrastructure projects may not always be financially viable because of long gestation periods and limited financial returns, and that financial viability of such projects can be improved through Government support;
- D. Now, therefore, the Government of India has decided to put into effect the following Scheme for providing financial support to bridge the viability gap of infrastructure projects undertaken through Public Private Partnerships.
- E. It is also imperative to promote Public Private Partnerships in the social sector to bring in private sector investments and efficiencies. Typically, social sector projects need high capital investments with low financial returns. Therefore, Government of India (GoI) has decided to enhance the VGF support for social sectors as defined in Rule 4.1(i).

1. Short Title and Extent

- 1. This Scheme will be called the Scheme for Financial Support to Public Private Partnerships (PPPs) in Infrastructure. It will be a Central Sector Scheme to be administered by the Ministry of Finance. Suitable budgetary provisions will be made in the Annual Plans on a year to year basis.
- 2. The Scheme shall come into force with immediate effect.

2. Definitions

In this Scheme, unless the context otherwise requires:

Empowered Committee means a Committee under the Chairmanship of Secretary (Economic Affairs), with CEO (NITI Aayog), Secretary (Expenditure), Secretary of the line ministry dealing with the subject as members and Joint Secretary, DEA as the Member Secretary as given in Annexure II.

Lead Financial Institution means the financial institution (FI) that is funding the PPP project, and in case there is a consortium of FIs, the FI designated as such by the consortium.

Private Sector Company means a company which is not a Government Company” as defined under section 2(45) of the Companies Act, 2013.

Project Term or Concession Period means the duration of the contract or concession agreement for the PPP project.

Public Private Partnership (PPP) Project means a project based on a contract or concession agreement between a Government or statutory entity on the one side and a private sector company on the other side for delivering an infrastructure service on payment of user charges.

Operation and Maintenance Cost means the lower of the annual Operation and Maintenance cost of the PPP project: a) as quoted by the preferred bidder; and (b) as actually incurred during operations by the Concessionaire certified by the Statutory Auditor. Operation and Maintenance cost of the PPP project generally includes salary and consumables. However, EC may exclude/include any components of Operation and Maintenance cost as deemed fit depending on the project structuring.

Total Project Cost means the lower of the total capital cost of the PPP Project: (a) as estimated by the government/statutory entity that owns the project; (b) as sanctioned by the Lead Financial Institution; and (c) as actually expended; but does not in any case include the cost of land incurred by the government/statutory entity.

Viability Gap Funding or Grant means a grant one-time or deferred, provided under this Scheme with the objective of making a project commercially viable.

3. Eligibility

1. In order to be eligible for funding under this Scheme, a PPP project shall meet the following criteria:

- i. The project shall be implemented i.e. developed, financed, constructed, maintained and operated for the Project Term by a Private Sector Company to be selected by the Government or a statutory entity through a process of open competitive bidding; provided that in case of railway projects that are not amenable to operation by a Private Sector Company, the Empowered Committee may relax this eligibility criterion.
- ii. The PPP Project should be from one of the sectors as given in Annexure III.

Provided that the Empowered Committee may, with approval of the Finance Minister, add or delete sectors/sub-sectors from the aforesaid list.

- iii. Projects availing of VGF under this scheme shall provide a service against payment of a pre-determined tariff or user charge.
- iv. The concerned Government/statutory entity should certify, with reasons:
 - a. That the tariff/user charge cannot be increased to eliminate or reduce the viability gap of the PPP;
 - b. That the project term cannot be increased for reducing the viability gap; and
 - c. That the capital costs are reasonable and based on the standards and specifications normally applicable to such projects and that the capital costs cannot be further restricted for reducing the viability gap.

4. Government Support

1. The total Viability Gap Funding under this Scheme shall be as follows:

i For Social Sector Projects:

- a. **Sub-scheme 1:** This includes Water Supply, Solid Waste Management, Waste Water Treatment, Health and Education etc. The amount of VGF under this scheme shall be equivalent to the lowest bid for capital grant, subject to maximum of 30% (Thirty percent) of the Total Project Cost. In case the sponsoring Central Ministry/State Government/Statutory Entity

proposes to provide any assistance over and above the said VGF out of its budget, it shall be restricted to a further 30 percent of the total project cost. The projects eligible under this category should have at least 100% Operational Cost recovery.

- b. **Sub-scheme 2:** This includes only demonstration/pilot projects in Health and Education sectors. The amount of VGF under this scheme shall be equivalent to the lowest bid which will be considered as summation of capital grant and NPV of O&M cost for first five years after COD, but subject to a maximum of 40% of the Total Project Cost as capital grant and 25% of NPV of O&M Cost for the first 5 years after COD as operational grant. In case the Sponsoring Central Ministry/State Government/Statutory Entity proposes to provide any assistance over and above the said VGF out of its budget, it shall be restricted to a further up to 40% of the Total Project Cost as capital grant and up to 25% of NPV of O&M Cost for the first 5 years after COD as operational grant. The projects eligible under this category should have at least 50% Operational Cost recovery.

- ii **For all other eligible sector projects:** The amount of VGF shall be equivalent to the lowest bid for capital grant, subject to maximum of 20% of the Total Project Cost. In case the sponsoring Central Ministry/State Government/Statutory Entity proposes to provide any assistance over and above the said VGF out of its budget, it shall be restricted to a further 20% of the total project cost.

- 2. Viability Gap Funding under this Scheme except Sub-scheme 2 will normally be in the form of a capital grant at the stage of project construction. Proposals for any other form of assistance may be considered by the Empowered Committee and sanctioned with the approval of the Finance Minister on a case-by-case basis.

3. Viability Gap Funding up to Rs. 200 crores (Rupees two hundred crore) for each project may be sanctioned by the Empowered Committee, subject to the budgetary ceilings indicated by the Finance Ministry. Proposals of VGF exceeding Rs. 200 crores (Rupees two hundred crore) may be sanctioned by the Empowered Committee with the approval of the Finance Minister.
4. Unless otherwise directed by the Ministry of Finance, the Empowered Committee may approve project proposals with a cumulative capital outlay equivalent to ten times the budget provisions.
5. If need arises, the funding may be provided based on an appropriate formula, to be determined by the Empowered Committee, that balances need across sectors and locations in a manner that would make broad base the sectoral and locational coverage and avoid pre-empting of funds by a few large projects.

5. Approval of Project Proposals

1. Project proposals may be proposed by a Government or statutory entity which owns the underlying assets. The proposals shall include the requisite information necessary for satisfying the eligibility criteria specified in paragraph 3 above.
2. Projects based on standardised/model documents duly approved by the respective Government would be preferred. Standalone documents may be subjected to detailed scrutiny by the Empowered Committee.
3. The Empowered Committee will consider the project proposals for Viability Gap Funding and may seek the required details for satisfying the eligibility criteria.
4. Within 30 days of receipt of a project proposal, duly completed as aforesaid, the Empowered Committee shall inform the sponsoring Government/statutory entity whether the project is eligible for financial assistance under this Scheme. In case the project is based on standalone documents (not being duly approved model/standard documents), the approval process may require an additional 60 (sixty) days.
5. Notwithstanding the approvals granted under this Scheme, projects promoted by the Central Government or its statutory entities shall be approved and implemented in accordance with the procedures specified from time to time.

6. In cases where Viability Gap Funding is budgeted under any on-going Scheme of the Central Government, the inter-se allocation between such on-going Scheme and this Scheme shall be determined by the Empowered Committee.

6. Procurement Process for PPP Projects

1. The Private Sector Company shall be selected through a transparent and open competitive bidding process. The criterion for bidding shall be the amount of Viability Gap Funding required by a Private Sector Company for implementing the project where all other parameters are comparable.
2. The Government or statutory entity proposing the project shall certify that the bidding process conforms to the provisions of this Scheme and convey the same to the Empowered Committee prior to disbursement of the Grant.
3. In case, the Government or statutory entity proceeds with bidding process with substantial alterations to the bidding documents and provisions approved by the Empowered Committee without taking prior approval of the Empowered Committee, the Empowered Committee may decline the final approval to the project.

7. Appraisal and Monitoring by Lead Financial Institution ¹

1. Within four months from the date on which eligibility of the project is conveyed by the Empowered Committee to the concerned Government/statutory entity, the PPP project shall be awarded in accordance with paragraph 6 above; provided that upon application made to it by the concerned Government/statutory entity, the Empowered Committee may extend this period by not more than two months at a time.
2. The Lead Financial Institution shall, within three months from the date of bid award, present its appraisal of the project for the consideration and approval of the Empowered Committee; provided that upon application made to it by the concerned

¹ In case of Sub Scheme 1 and 2 where projects are entirely funded by Equity, the role and responsibilities of LFI shall be undertaken by the Project Authority.

Government/statutory entity, the Empowered Committee may extend this period by not more than one month at a time.

3. The Lead Financial Institution shall be responsible for regular monitoring and periodic evaluation of project compliance with agreed milestones and performance levels, particularly for the purpose of disbursement of Viability Gap Funding. It shall send quarterly progress reports to the Empowered Committee.

8. Disbursement of Grant

1. A Capital Grant under this Scheme shall be disbursed only after the Private Sector Company has subscribed and expended all the equity contribution required for the project and will be released in proportion to debt disbursements by Lead Financial Institution. However, in case of sub-scheme 2, Operational grant shall be disbursed annually for the first five years post achieving COD based on audited annual accounts and shall be subject to the lower of the annual O&M cost quoted by the concessionaire at the time of the bid and actual O&M cost incurred.

In case, a project under Sub-scheme 1 & 2 is funded completely by equity, Capital Grant VGF shall be disbursed after the equity contribution is expended by the concessionaire and in accordance with the project milestones achieved (lower of physical or financial progress).

2. The Empowered Committee will release the Grant to the escrow account only after the recommendations of the Sponsoring Authority.
3. The Empowered Committee, the Lead Financial Institution and the Private Sector Company shall enter into a Tripartite Agreement (as prescribed by the Empowered Committee from time to time) for the purposes of this Scheme as given at Annexure-V².

9. Recovery of VGF in case of terminated projects

If the project is terminated at any point of time during the concession period, the VGF may not be recovered from the Authority if it is re-bid and continued as PPP. However, if

² In case of Sub Scheme 1 and 2, if the project is entirely funded through equity, then the Tripartite Agreement shall be entered into by the Empowered Committee, the Project Sponsoring Authority (Owner of the asset) and the Private Sector Company.

the project is terminated at any point of time during the concession period and not continued as PPP project, then 90% of Capital Grant disbursed under this scheme may be payable by the Authority to the Ministry of Finance.

10. Guidelines

The Department of Economic Affairs, Ministry of Finance will issue appropriate guidelines for implementation of the Scheme from time to time.

Annexure II

Composition of Empowered Committee

1. The composition of Empowered Committee will be as follows:
 - (a) Secretary (Economic Affairs)
 - (b) CEO, NITI Aayog
 - (c) Secretary (Expenditure)
 - (d) Secretary of the line Ministry dealing with the subject
 - (e) Joint Secretary, DEA- Member Secretary
2. The Empowered Committee will:
 - i. Sanction Viability Gap Funding up to Rs. 200 crore (Rupees two hundred crore) for each project subject to the budgetary ceilings indicated by the Finance Ministry. Amounts exceeding Rs. 200 crore may be sanctioned by the Empowered Committee with the approval of Finance Minister;
 - ii. Determine the appropriate formula that balances need across sectors and locations in a manner that broad bases the sectoral coverage and avoids pre-empting of funds by a few large projects;
 - iii. Determine the inter-se allocation between any on-going Scheme providing Viability Gap Funding and this Scheme; and
 - iv. Provide clarifications or instructions relating to eligibility of a project for such support as and when requested.
3. Eligible Sector: The Empowered Committee may, with approval of the Finance Minister, add or delete sectors/sub-sectors from this list of eligible sectors given at Annexure III.

Annexure III

Consolidated List of Sectors

At present, the following sectors are eligible for Viability Gap Funding under this Scheme:

- a) Roads and bridges, railways, seaports, airports, inland waterways;
- b) Power;
- c) Urban transport, water supply, sewerage, solid waste management and other physical infrastructure in urban areas;
- d) Infrastructure projects in Special Economic Zones and internal infrastructure in National Investment and Manufacturing Zones;
- e) International convention centres and other tourism infrastructure projects;
- f) Capital investment in the creation of modern storage capacity including cold chains and post-harvest storage;
- g) Education, health and skill development, without annuity provision;

Provided that Viability Gap Funding would be provided to Medical Colleges setup in PPP mode by being attached to an existing district hospital subject to the condition that:

- i. States fully allow the facilities of the hospital to the medical college; and
- ii. States provide land to the medical college at a concession.

- h) Oil/Gas/Liquefied Natural Gas (LNG) storage facility (includes city gas distribution network);
- i) Oil and Gas pipelines (includes city gas distribution network);
- j) Irrigation (dams, channels, embankments, etc);
- k) Telecommunication (Fixed Network) (includes optic fibre/ wire/ cable networks which provide broadband /internet);
- l) Telecommunication towers;
- m) Terminal markets;
- n) Common infrastructure in agriculture markets; and
- o) Soil testing laboratories

AnnexureIV

Memorandum for Empowered Committee Scheme for Financial Support to PPPs in Infrastructure

S. No.	Item	Response
1	General	
1.1	Name of the Project	
1.2	Type of PPP (BOT, BOOT, BOLT, OMT etc.)	
1.3	Location (State/District/Town)	
1.4	Central Ministry/State Government/Statutory Authority proposing the project as owner of the underlying assets (see Rule 5.1)	
1.5	Name of the Government/statutory entity which will sign the concession agreement (see definition)	
1.6	Whether the contract/concession is to be awarded to a private sector company (see definition)	
1.7	Will the private sector company be responsible for financing, construction, maintenance and operation of the project (see Rule 3.1)	
2	Project Description	
2.1	Brief description of the project	
2.2	Justification for the project	
2.3	Possible alternatives, if any	
2.4	Estimated total project cost with break-up under major heads of expenditure. Also indicate the basis of cost estimation. (see definition)	
2.5	Phasing of investment	
2.6	Project Implementation Schedule (PIS)	
3	Financing Arrangements	
3.1	Sources of financing (equity, debt, mezzanine capital etc.)	
3.2	Indicate the revenue streams of the Project (annual flows over project life). Also indicate	

S. No.	Item	Response
	the underlying assumptions.	
3.3	Indicate the NPV of revenue streams with 12 percent discounting	
3.4	Who will fix the tariff/user charges? Please specify the process in detail.	
3.5	Will the project have pre-determined user charges/tariffs (see Rule 3.1)	
3.6	Can the user charges/tariffs be increased for reducing the viability gap? If no, please furnish the certificate as per Annexure VI. (see Rule 3.1)	
3.7	Can the concession period be increased for reducing the viability gap? If no, please furnish the certificate as per Annexure VII. (see Rule 3.1)	
3.8	Can the total project costs be restricted or phased out for reducing the viability gap? If no, please furnish the certificate as per Annexure VIII. (see Rule 3.1)	
3.9	Have any FIs been approached for funding the project? If yes, there response may be indicated.	
4	IRR	
4.1	Economic IRR (if computed)	
4.2	Financial IRR, indicating various assumptions (attach separate sheet if necessary)	
5	Clearances	
5.1	In case the project is owned by the Central Government or its statutory entities, the status of PPPAC approval may be indicated	
5.2	Status of environmental clearances	
5.3	Clearance required from the State Government and other local bodies	
5.4	Other support required from the State Government	
6	GoI Support	
6.1	Likely amount of VGF required for the project (also indicate as percent of item 2.4)	
6.2	Will the VGF be used as a capital grant at the stage of project construction? If no, please furnish details of the alternative proposal. (see Rule 4.2)	
6.3	Will the sponsoring Ministry/State Government/statutory entity provide any assistance in addition to the VGF under this	

S. No.	Item	Response
	Scheme? If yes, please furnish details. (see Rule 4.1)	
6.4	Is there any other Scheme of the Central Government under which this project is eligible for financial assistance? If yes, indicate the details thereof. (see Rule 5.6)	
7	Concession Agreement	
7.1	Is the Concession Agreement based on a duly approved model concession agreement? If yes, indicate the details thereof (in a note to be attached) along with a copy of the MCA. (see Rules 5.2 and 5.4)	
7.2	Have any variations in the MCA been proposed? If yes, please provide a detailed note. (to be attached)	
7.3	Details of the Concession Agreement (attached at Annexure IX)	
8	Criteria for short-listing	
8.1	Is short-listing to be in one stage or two stages?	
8.2	Indicate the criteria for short-listing (attach separate sheet if necessary)	
9	Criteria for Bidding	
9.1	Will the bidding parameter be the minimum VGF required? If no, please indicate the bidding parameter(s). (see Rules 3.1 and 6.1)	
9.2	Have all other conditions, specifications and project agreements been frozen prior to inviting financial bids? If no, please furnish the details with justification thereof. (see Rule 6.1)	
10	Others	
10.1	Remarks, if any	

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The(name of project) has been submitted by the undersigned as the duly authorised officer of(name of Ministry, State Government or Statutory Authority, as the case may be) forseeking Viability Gap Funding under the Scheme for Financial Support to PPPs in Infrastructure.

It is certified that the proposal complies with the provisions and eligibility criteria specified in the aforesaid Scheme.

The above statements as also the information contained in the enclosures are true to the best of my knowledge and belief.

Dated: (Name and designation of

Officer alongwith official stamp)

Annexure V

Tripartite Agreement¹²

This Tripartite Agreement is made at New Delhi on this [...] day of [...], [20 ...]

BETWEEN

1. [...] acting through [Shri ... Department of ... Ministry of ...] Government of India, New Delhi (hereinafter referred to as “Empowered Committee”),

2. [...], acting for itself and for the Lenders listed in Schedule as Lender, (hereinafter referred to as the “Lead Institution”) and having its registered office at [...] and its principal administrative offices at [...]

AND

3. [... LIMITED], a company incorporated and existing under the Companies Act, 1956 /2013 and having its registered office at [...], acting through its Director [Shri ...] duly authorised by the resolution passed at the meeting of its Board of Directors held on [...] (hereinafter referred to as the “Concessionaire”).

(The expressions “Empowered Committee”, the “Lead Institution” and the Concessionaire shall include their respective successors, and are hereinafter collectively referred to as the “Parties” and individually as “Party”)

AND WITH

[... a statutory body constituted under the provisions of the ... Act, ... / ... a government company within the meaning of the Companies Act, 1956/2013/the State of ... through its ...]* (the “Owner”) as confirming Party.

* Delete whichever is inapplicable

WHEREAS

A. The Owner had pursuant to the Notice Inviting Prospectus No. ... Dated ... (the “Tender Notice”) laid down and prescribed the technical and commercial terms and conditions and invited bids for construction, operation and maintenance of ... [Name of the Project] (the “Project”) on BOT basis.

¹In case of Sub Scheme 1 and 2 where projects are entirely funded by Equity, the role and responsibilities of LFI shall be undertaken by the Project Authority.

² In case of Sub Scheme 1 and 2, if the project is entirely funded through equity, then the Tripartite Agreement shall be entered into by the Empowered Committee, the Project Sponsoring Authority (Owner of the asset) and the Private Sector Company.

B. After evaluation of the bids so received the Owner had accepted the bid of the Consortium comprising of [... ..], [... ..] and [... ..] and has consequent thereto entered into the Concession Agreement (as defined hereinafter), a true copy of which is annexed hereto and marked as Annexure 'A'; with the Concessionaire which has been promoted by the Consortium to undertake the Project.

C. The Central Government has notified a Scheme called the "Scheme for Financial Support to Public Private Partnerships in Infrastructure" (the "Scheme") for financial support to infrastructure projects that are to be undertaken through Public Private Partnerships.

D. On an Application made by the Owner ("the Proposal") for the Project to be considered for viability gap funding ("VGF") under the Scheme, the Empowered Committee has agreed to provide to the Concessionaire VGF by way of grant under and in accordance with the Scheme to the extent and in the manner set forth hereinafter.

E. The Scheme requires certain representations by the Owner and entering into of the tripartite agreement setting forth, inter alia, the terms and conditions of VGF grant.

Now therefore the parties hereto hereby agree and this agreement witnesseth as follows:

1. Definitions and Interpretations

1.1 For the purposes of this Agreement, the following terms shall have the meaning hereinafter respectively assigned to them:

1.1.1 "Agreement" means this Tripartite Agreement, and amendments if any thereto made in accordance with the provisions contained herein in this behalf.

1.1.2 "Balance Debt" shall mean the balance principal amount of the debt agreed to be provided by the Lenders to the Concessionaire under the Financing Agreements for financing the Project Cost and which remains to be disbursed by the Lenders to the Concessionaire after the Concessionaire has subscribed and expended the equity contribution required for the Project.

1.1.3 "Concession Agreement" means the Concession Agreement dated [... ..] entered into between the Owner and the Concessionaire, and shall include all Annexures and appendices thereto and any amendments thereto made in accordance with the provisions contained in this behalf therein provided any amendments thereto made hereafter which materially alter any of the terms and conditions thereof shall not be binding on the Empowered Committee and the Central Government unless previously approved by the Empowered Committee.

1.1.4 "Total Project Cost" means the lower of the following total capital cost of the Project:

a. [Rs. (Rupees)] as estimated by the Owner;

b. [Rs. (Rupees)] as contained in the Financial Package approved, inter alia, by the Lead Institution; and

c. the amount as actually expended on the Project as certified by the statutory auditors,

but shall not include the cost of the land comprised in the Project.

1.1.5 "VGF Grant" means the grant payable by the Central Government under and in accordance with the Scheme as set forth in the Guidelines for Financial Support to Public Private Partnerships in Infrastructure

notified by the Finance Ministry on 07.12.2020 vide OM No. 10/3/2018-PPP and as referred to in clause 2.1 of this Agreement.

1.2 The words and expressions beginning with or in capital letters used in this Agreement and not defined herein but defined in the Concession Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Concession Agreement.

1.3 In this Agreement unless the context otherwise requires:

- a. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- b. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include all genders, partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- c. The headings are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement;
- d. Terms beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein;
- e. The words “include” and “including” are to be construed without limitation;
- f. Any reference to a “day” shall mean reference to a calendar day;
- g. Any reference to “month” shall mean reference to a calendar month;
- h. Any reference to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this clause shall not operate so as to increase liabilities or obligations of the Empowered Committee hereunder or pursuant hereto in any manner whatsoever;
- i. References to Recitals, clauses, sub-clauses, paragraphs, Annexures or appendices in this Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Articles, clauses, sub-clauses, paragraphs, Annexures and appendices of this Agreement;
- j. Any agreement, consent, approval, authorisation, proposal, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party, in this behalf and not otherwise; and
- k. Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates.

1.4 Priority of Agreements:

In the event of any conflict between this Agreement and

- i. the Concession Agreement; or
- ii. any of the Project Agreements,

the provisions of this Agreement shall prevail.

2. Grant

2.1 Relying on the representations made by the Concessionaire and the Owner as set forth hereinafter and believing them to be true, the Empowered Committee hereby grants to the Concessionaire and the Concessionaire hereby accepts from the Empowered Committee the VGF grant in a sum of [Rupees (Rs. crore)] (the "VGF Grant") for the Project under the Scheme subject to and on the terms and conditions set forth in this Agreement and the Scheme. The VGF Grant shall be disbursed to the Concessionaire by Lead Institution for and on behalf of the Empowered Committee in the manner as setout in Clause 2.2.

2.2 The Lead Institution shall disburse the VGF Grant in the manner set forth herein to the Concessionaire for and on behalf of the Empowered Committee in proportion to the disbursements of the Balance Debt, and shall after each such disbursement of VGF Grant to the Concessionaire, notify the Empowered Committee of the same.

2.3 The Lead Institution shall along with the disbursement of the Balance Debt disburse in proportion thereto the VGF Grant to the Concessionaire in the same manner as such Balance Debt and, upon such disbursement, shall be deemed to have been received by the Concessionaire.

2.4 Notwithstanding anything to the contrary contained in this Agreement in the event of

- i. Any suspension of the Concessionaire's rights under the Concession Agreement or termination of the Concession Agreement, or;
- ii. Any suspension of the rights of the Concessionaire under this Agreement or termination of this Agreement; or
- iii. Occurrence of any VGF Default,

The disbursement of the balance of the undisbursed amount of VGF Grant shall be suspended or terminated, as the case may be, in the sole discretion of the Empowered Committee without the Empowered Committee or the Lead Institution being liable to the Concessionaire or the Owner in any manner whatsoever for the same. Such suspension or termination as the case may be, of the undisbursed portion of the VGF Grant shall be deemed to be with mutual agreement of the Parties.

2.5 The Concessionaire and the Lead Institution agree and acknowledge that the VGF is for and shall solely be used to fund such part of the Total Project Cost as is on account of viability gap which necessitated the VGF Grant and for no other purpose whatsoever.

2.6 The Concessionaire and the Lead Institution acknowledge, and the Owner confirms that VGF Grant under this Scheme shall be disbursed only after the Concessionaire subscribes to and has expended the equity contribution required for the Project from the Concessionaire under the Financial Package.

3. Representations and Warranties

3.1 The Confirming Party represents, warrants and confirms to the Empowered Committee and the Lead Institution respectively the following:

- a. The Total Project Cost does not include the cost of the land comprised in the Project incurred by the Owner;

- b. The Concessionaire has been selected through a transparent and open competitive bidding process conforming to the provisions of the Scheme;
- c. The Project shall provide service against payment of predetermined tariff/user charge as set forth in the Concession Agreement;
- d. The pre-determined tariff/user charges payable pursuant to the Concession Agreement to the Concessionaire for provision of services pursuant thereto, cannot be increased to eliminate or reduce the viability gap, which necessitated the application for the VGF Grant for the Project under the Scheme by the Owner;
- e. The Concession Period under the Concession Agreement cannot be increased for reducing the viability gap, which necessitated the application for the VGF Grant under the Scheme;
- f. The Total Project Cost is reasonable and based on the standards and specifications normally applicable to such projects as the Project and the same cannot be restricted for reducing the viability gap, which necessitated application by the Owner for VGF Grant under the Scheme; and
- g. The grants made or which may hereafter be made by the Owner to the Concessionaire for meeting the Total Project Cost or any part thereof shall not exceed in aggregate the provisions as given in Rule 4.1 of the Scheme.

3.2 The Concessionaire represents and warrants to the Empowered Committee and the Lead Institution that:

- a. It is duly organised and validly existing under the laws in India and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transaction hereby contemplated;
- b. It has taken all necessary corporate and other actions under applicable laws to authorise the execution and delivery of this Agreement and to perform its obligations under this Agreement;
- c. This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and obligations enforceable against it in accordance with its terms;
- d. The execution, delivery and performance of this Agreement will not conflict with or result in a breach or constitute default under or accelerate performance required by any of the terms of Memorandum and Articles of Association of the Concessionaire or any applicable law or any covenant, contract, arrangement or understanding, or any decree or order of any court to which it is a party or by which it or any of its properties or assets is bound or affected;
- e. All information furnished to the Empowered Committee, the Lead Institution and the Owner and as updated on or before the date of this Agreement is true and accurate in all material respect;
- f. There are no actions, suits, proceedings or investigations pending or to its knowledge threatened against it at law or in equity before any court or any other judicial, quasi-judicial or other authority or body, the outcome of which may result in the breach of this Agreement;
- g. It has complied with all Applicable Laws and Applicable Permits in all material respects;
- h. It is not in breach of the Concession Agreement or of any Project Agreements or Financing Agreements; and

i. No representation or warranty contained herein or in the Concession Agreement or any other document furnished by it to the Empowered Committee or the Owner or the Lead Financial Institution contains or will contain any untrue or misleading statement of material facts or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

3.3 In the event of any occurrence or circumstance coming to the knowledge of the Party making any representation hereunder which renders any of its aforesaid representations or warranties untrue or incorrect at any time during the subsistence of this Agreement, such party shall immediately notify the other parties hereto about the same. Such notification shall not have the effect of remedying any such representation or warranty that has been found to be incorrect or untrue.

4. Project Monitoring

4.1 Lead Institution agrees and undertakes that subject to the provisions of this Agreement, the Lead Institution shall undertake regular monitoring and periodic evaluation of Project compliance with the agreed milestones and performance levels as set forth in the Concession Agreement and it shall, through periodic reports, advise and keep informed the Empowered Committee about the slippages or otherwise in Project compliances with the agreed milestones and performance levels as set forth in the Concession Agreement together with brief description of the causes of slippages or non-compliances, if any, therein. Without prejudice to the generality of the foregoing, the Lead Institution shall as part of its monitoring obligation hereunder undertake the following:

4.1.1 From the date of this Agreement, the Lead Institution shall through its representative, inspect the Project Site on a monthly basis and shall keep a regular inspection log recording progress of the Project; and

4.1.2 The Lead Institution shall send on a quarterly basis progress reports of the Project to the Empowered Committee together with brief description of the causes of slippages or non-compliances, if any, therein.

5. Role of Lead Institution

5.1 The Concessionaire and the Lead Institution acknowledge that the Lead Institution is only acting as trustee for the Empowered Committee in respect of the VGF Grant and has no rights to the VGF Grant in any manner whatsoever.

5.2 The Empowered Committee hereby authorises the Lead Institution to exercise such rights, powers, authorities and discretion as are conferred by this Agreement on the Lead Institution together with all such rights, powers, authorities and discretion as are reasonably incidental hereto.

5.3 In performing its functions and duties under this Agreement, the Lead Institution shall act in trust for the benefit of, and as agent for the Empowered Committee or its nominees, successors or assigns, in accordance with the provisions of this Agreement.

5.4 The Lead Institution shall maintain accurate account of all VGF Grant disbursements made by it pursuant to this Agreement and shall by the 15th day of every month furnish a copy thereof as at the close of the immediately preceding month, duly certified under the hands of an officer of the Lead Institution duly authorised in this behalf, to the Empowered Committee together with statement showing the tentative disbursement schedule of the balance of the VGF Grant remaining to be disbursed.

5.5 In discharge of its duties and obligations hereunder, the Lead Institution:

- a. May, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by and on behalf of the Concessionaire by an officer of the Concessionaire duly authorised in this behalf by the Board of Directors of the Concessionaire;
- b. May, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- c. Shall, within 5 (five) business days of its receipt, deliver to the Empowered Committee a copy of any notice or document received by the Lead Institution in its capacity as the trustee for the Empowered Committee from the Concessionaire or any other person hereunder or in connection herewith; and
- d. Shall, within 5 (five) business days of its receipt, deliver to the Concessionaire a copy of any notice or document received by the Lead Institution from the Empowered Committee in connection herewith.

5.6 The Lead Institution agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to any amount of the VGF Grant pending disbursement to the Concessionaire. For the avoidance of doubt, it is hereby acknowledged and agreed by the Lead Institution that the monies, if any, received from the Empowered Committee and held by the Lead Institution on account of the VGF Grant and awaiting disbursement to the Concessionaire shall not be considered as part of the assets of the Concessionaire and being trust property held in trust for the Empowered Committee, and shall, in the case of bankruptcy or liquidation of the Lead Institution, be wholly excluded from the assets of the Lead Institution in such bankruptcy or liquidation and shall be made over to the Empowered Committee or its nominee.

6. VGF Default

6.1 Following events shall constitute an event of default by the Concessionaire ("VGF Default") under this Agreement unless such event of default has occurred as a result of Force Majeure or any act or omission of the Empowered Committee:

- a. The Concessionaire causes the Lead Institution to transfer the VGF Grant to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the designated Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or
- b. The Concessionaire commits or causes any other breach of the provisions of this Agreement; or
- c. Any of the representation and warranties of the Concessionaire are found at any time to be false or incorrect and fails to cure the same, within a Cure Period of 5 (five) business days; or
- d. Any of the representation and warranties of the Owner are found at any time to be false or incorrect and the Owner fails to cure the same, within a Cure Period of 5 (five) business days; or
- e. The Concessionaire commits Concessionaire Default under the Concession Agreement unless such default has occurred solely as a result of any breach of the Concession Agreement by the Owner or due to Force Majeure; or
- f. The Concessionaire is adjudged bankrupt or insolvent or is ordered to be wound up or passes an effective resolution for its winding up or a receiver is appointed for the Concessionaire or for the whole or a material part of its assets.

6.2 Upon occurrence of a VGF Default, the consequences thereof shall be deemed to be a material breach of the Concession Agreement by the Concessionaire and treated as a Concessionaire Default under the Concession Agreement, and shall be accordingly dealt with under and in accordance with the provisions of the Concession Agreement for such breach under the Concession Agreement.

7. Term of the Agreement

7.1 This Agreement shall come into force and effect upon the execution hereof and shall remain in full force and effect so long as any of the Lead Institution or the Concessionaire obligations to the Empowered Committee remain to be discharged, or a period of seven years from the date hereof, whichever is later.

8. Indemnity

8.1 The Concessionaire will indemnify, defend and hold harmless the Empowered Committee and Lead Institution against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of this Agreement, or the Concession Agreement of any of Project Agreement or the Financing Agreements, or on account of failure of the Concessionaire to comply with Applicable Laws or Applicable Permits, or on account of disbursement or failure to disburse the VGF Grant or any part thereof.

8.2 The Lead Institution will indemnify, defend and hold the Empowered Committee harmless at all times against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lead Institution to fulfil its obligations under this Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lead Institution, its officers, servants and agents.

8.3 The Empowered Committee will indemnify, defend and hold harmless the Lead Institution at all times against any and all proceedings, action and third party claims for any loss, damage, cost and expense arising on account of disbursement of the VGF Grant pursuant hereto for and on behalf of the Empowered Committee or on account of failure of the Empowered Committee to fulfill its obligations under this Agreement or the Lead Institution complying with any direction of the Empowered Committee given pursuant to this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful function by the Empowered Committee, its officers, servants and agents.

8.4 In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity hereunder or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

9. Dispute Resolution

9.1 Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably within [... ..] days of communication thereof shall be decided finally by reference to arbitration to a Board of three Arbitrators comprising of one nominee of the Party which is the

Claimant in such dispute, one nominee of the Empowered Committee and the third to be appointed in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"). Such arbitration shall be held in accordance with the said Rules and shall be subject to the provisions of the Arbitration and Conciliation (Amendment) Act, 2019.

9.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Delhi and the language of arbitration shall be English.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

10.2 Waiver of Sovereign Immunity

The Empowered Committee unconditionally and irrevocably:

- a. Agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- b. Agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Empowered Committee with respect to its assets;
- c. Waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- d. Consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

10.3 Rights of the Concessionaire

The rights and remedies of the Concessionaire in the VGF Grant, including in any balance thereof awaiting disbursement to the Concessionaire, are set forth in their entirety in this Agreement and the Lead Institution and the Concessionaire shall have no other rights or remedy against or to such VGF Grant including in any balance thereof awaiting disbursement to the Concessionaire.

10.4 Amendments

All additions, amendments, modifications and variations to this Agreement shall be valid, effectual and binding on the Parties and the Owner only if in writing and signed by their respective duly authorised representatives.

10.5 Waiver

10.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement: a. Shall not operate or be construed as a waiver of any

other or subsequent default hereof or of other provisions of or obligations under this Agreement; b. Shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and c. Shall not affect the validity or enforceability of this Agreement in any manner.

10.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

10.6 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

10.7 Survival

10.7.1 Termination of this Agreement: a. Shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and b. Except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

10.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

10.8 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

10.9 Successors and Assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

10.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile. The address for service of each Party and its facsimile number are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof save that where it is received after 5.30 (five thirty) p.m. on a business day or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to

which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

10.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

10.12 Authorised Representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

10.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

10.14 Recovery of VGF in case of terminated projects

If the project is terminated at any point of time during the concession period, the VGF may not be recovered from the Authority (Owner) if it is re-bid and continued as PPP. However, if the project is terminated at any point of time during the concession period and not continued as PPP project, then 90% of Capital Grant disbursed under this scheme may be payable by the Authority (Owner) to the Ministry of Finance.

10.15 Confirming Party

The Owner has signed this Agreement as confirming party in token confirmation of the representations and warranties of the Owner set forth herein and in ratification of the terms hereof.

In witness whereof the parties hereto have executed these presents on the day, month and year first above written.

For and on behalf of the Lead Institution

By:

Name:

Designation:

For and on behalf of the Concessionaire

By:

Name:

Designation:

For and on behalf of the Empowered Committee

By:

Name:

Designation:

In the presence of:

1. _____

2. _____

In token confirmation and ratification of the Owner's representations and warranties and of the terms hereof

For and on behalf of the Owner

By:

Name:

Designation:

In the presence of:

1. _____

2. _____

Annexure VI

Certificate Relating to User Charge/Tariff

(To be furnished as required under Rule 3 of the Scheme for Financial Support to PPPs in Infrastructure)

It is certified that:

- a) The (name of project) has been submitted by the undersigned as the duly authorised officer of (name of Ministry, State Government or statutory authority, as the case may be) for seeking Viability Gap Funding under the Scheme for Financial Support to PPPs in Infrastructure.
- b) The undersigned hereby certifies that the proposal complies with the provisions and eligibility criteria specified in the aforesaid Scheme.
- c) The user charge/tariff for the project has been fixed under and in accordance with
... (state law and rule along with relevant sections). A copy of the relevant Act and Rules is attached.
- d) The user charge/tariff as fixed for this project is indicated below (attach separate sheet if necessary).
- e) The aforesaid user charge/tariff cannot be fixed at a higher level for the reasons stated below.
- f) That the above statements are true to the best of my knowledge and belief.

Dated:
of

stamp)

(Name and designation

Officer along with official

Annexure VII

Certificate relating to Concession Period for the Project

(To be furnished as required under Rule 3 of the Scheme for Financial Support to PPPs in Infrastructure)

It is certified that:

- a) The (name of project) has been submitted by the undersigned as the duly authorised officer of (name of Ministry, State Government or statutory authority, as the case may be) for seeking Viability Gap Funding under the Scheme for Financial Support to PPPs in Infrastructure.
- b) The concession period for the project has been fixed keeping in view the considerations noted below.
- c) The aforesaid concession period cannot be increased for the reasons stated below.
- d) That the above statements are true to the best of my knowledge and belief.

*Dated:
of*

(Name and designation

stamp)

Officer along with official

Annexure VIII

Certificate relating to Total Project Cost

(To be furnished as required under Rule 3 of the Scheme for Financial Support to PPPs in Infrastructure)

It is certified that:

- a) The (name of project) has been submitted by the undersigned as the duly authorised officer of (name of Ministry, State Government or statutory authority, as the case may be) for seeking Viability Gap Funding under the Scheme for Financial Support to PPPs in Infrastructure.
- b) The total project cost for the project is reasonable and has been fixed in accordance with the standards and specifications normally followed for similar projects (attach separate sheet if any details are to be furnished).
- c) That the aforesaid total project costs cannot be reduced for reasons indicated below (attach separate sheet if necessary).
- d) That the above statements are true to the best of my knowledge and belief.

*Dated:
of*

(Name and designation

stamp)

Officer along with official

Annexure IX

Brief particulars of the Concession Agreement

A. Sponsoring Ministry:

C. Legal Consultant:

B. Name and location of the Project:

D. Financial Consultant:

S.No.	Item	Clause No.	Description
1	General		
1.1	Scope of the Project (Please state in about 200 words)		
1.2	Nature of Concession to be granted		
1.3	Period of Concession and justification for fixing the period		
1.4	Estimated capital cost		
1.5	Likely construction period		
1.6	Conditions precedent, if any, for the concession to be effective		
1.7	Status of land acquisition		
2	Construction and O&M		
2.1	Monitoring of construction; whether an independent agency/engineer is stipulated		
2.2	Minimum standards of Operation and Maintenance/Performance standards		
2.3	Penalties for violation of prescribed O&M standards/Performance standards		
2.4	Safety provisions relating to structures, users and construction works		
2.5	Penalties for violation of safety related provisions		
2.6	Environment related provisions		
3	Financial		
3.1	Maximum period for achieving financial close		
3.2	Nature and extent of capital grant/ subsidy stipulated		
3.3	Bidding parameter (capital subsidy or other parameter)		
3.4	Provisions for change of scope and the financial burden thereof		
3.5	Concession fee, if any, payable by the Concessionaire		

S.No.	Item	Clause No.	Description
3.6	User charges/fee to be collected by the Concessionaire		
3.7	Indicate how the user fee has been determined; the legal provisions in support of user fee (attach the relevant rules/notification); and the extent and nature of indexation for inflation		
3.8	Provisions, if any, for mitigating the risk of lower revenue collection		
3.9	Provisions relating to escrow account, if any		
3.10	Provisions relating to insurance		
3.11	Provisions relating to audit and certification of claims		
3.12	Provisions relating to assignment/ substitution rights relating to lenders		
3.13	Provisions relating to change in law		
3.14	Provisions, if any for compulsory buy-back of assets upon termination/ expiry		
3.15	Contingent liabilities of the government		
	a. Maximum Termination Payment for Government/Authority Default		
	b. Maximum Termination Payment for Concessionaire Default		
	c. Specify any other penalty, compensation or payment contemplated under the agreement		
4	Others		
4.1	Provisions relating to competing facilities, if any		
4.2	Specify the Dispute Resolution Mechanism		
4.3	Specify the governing law and jurisdiction		
4.4	Other remarks, if any		

Download format from www.pppinindia.com

Annexure X

Guidelines for forwarding proposals to DEA to ascertain their eligibility under the Scheme – Memorandum Format

Name of the Project:

State/Central Sector Project	
Name of the Applicant	
Administrative Ministry/Department	
Sponsoring Authority	
Implementing Agency	
Location	
Sector	
Activities proposed	
Type of PPP	
Type of VGF sought	

A. Conditions of the VGFScheme

S. No.	Condition	Comment
1.	Whether the project proposal has been posed by a Government or statutory entity which owns the underlying assets	
2.	Whether the project is to be implemented i.e. developed, financed, constructed, maintained and operated for the Project Term by a Private Sector Company	
3.	Is the project from the sectors identified in the guidelines	
4.	Whether the Private Sector Company will be selected by the Government or a statutory entity that owns the project through a transparent and open competitive bidding process	
5.	Whether the Project provides a service against payment of a pre-determined tariff or user charge	
6.	Whether user charges/tariff has been fixed by Government or a statutory authority	

S. No.	Condition	Comment
7.	Whether the Government/statutory entity making the proposal has certified/will be able to certified with reasons; i. That the tariff/user charge cannot be increased to eliminate or reduce the viability gap of the PPP; ii. That the Project Term cannot be increased for reducing the viability gap; iii. That the capital costs are reasonable and based on the standards and specifications normally applicable to such projects and that the capital costs cannot be further restricted for reducing the viability gap.	
8.	Is the total VGF within the gap stipulated in the guidelines	
9.	Whether the proposed project is (or will be) based on standardised/model documents duly approved by the respective Government	

B. Other project related information (if available)

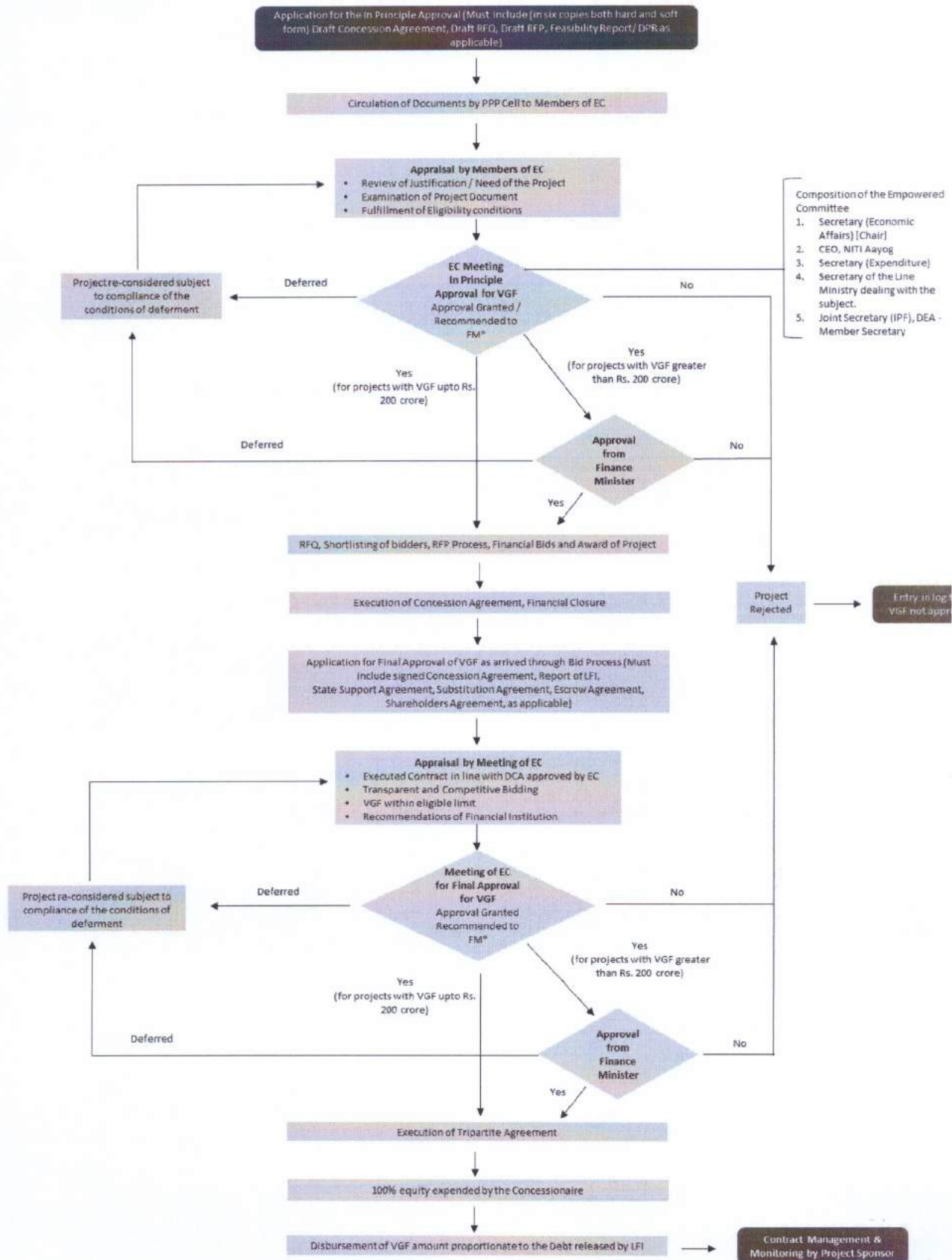
S. No.	Item	Comment
1.	Total Project Cost (in Rupees Cr.)	
2.	VGF sought from GoI (in Rupees Cr.)	
3.	VGF as a percent of Total project cost	
4.	Additional grant from the Sponsoring Authority	
5.	Construction period (from Financial closure)	
6.	Likely year in which VGF sought	
7.	Is the project viable without VGF	
8.	If not, is it viable with VGF	
9.	Status of the concession agreement - has it been finalised - if not, is it proposed to be based on a model document	

Download format from www.pppinindia.com

Annexure XI

VGF Process Flow

VGF Process



*Only projects where VGF sought is greater than Rs. 200 crores will be recommended to the Finance Minister for approval.

Scheme for Financial support to Public
Private Partnership in Infrastructure i.e.
Viability Gap Fund.

Government of Gujarat
Industries and Mines Department
G.R. No. IDB/112006/2536/I
Sachivalaya, Gandhinagar.
Date : 25/07/2007

Read :

- 1) A Scheme for support to public Private partnerships in Infrastructure. Issued by Ministry of Finance, Department of Economic Affairs of July, 2005.

Preamble :

Ministry of Finance Department, Department of Economic affairs has introduced a scheme for support to public private partnership (PPP) in infrastructure. G.O.I. has made provision to financially support the viability gap to the tune of 20% of the cost of the project in the form of capital grant from its viability gap fund. The scheme is confined to Public Private Partnership projects taken by the Government or its agencies, where the private sector is selected through open competitive public bidding.

Under the scheme of Government of India, a provision has been made that Government of India's support will be limited to tune of 20% of the cost of the Project. It is also mentioned that State Government or its agencies that owns the project may also provide additional grants out of its budget not exceeding further 20% of the total cost of the Project.

Infrastructure Development is a crucial sector as recognized in the current five year plan. Even State Government's vision 2020, envisages huge requirement of 169918 crores considering five years' shelf of projects in various sectors. So the development of infrastructure facilities is of paramount importance for the State in order to ensure flourishing of economic development across all sectors.

The development of Infrastructure Projects requires large investments and cannot be undertaken out of public financing. Similarly such projects are not financially viable on stand alone basis as they have long gestation period and having limited financial return. Hence they are not attractive to the private sector. State

Government was therefore considering introducing a new scheme for extending financial support to such PPP Projects in the sectors of infrastructure.

Government Resolution

Accordingly, on due consideration, Government is pleased to introduce a new scheme as under :

1. The Scheme :

The Scheme will be for financial assistance to the projects having Public Private Partnership in the sectors of Infrastructure. It will known as “Viability Gap Funding Scheme” and will be implemented by GIDB.

It will come in force from the date of issue of this G.R. and will remain in operation for the period of 5 years.

2. Definitions :

In this Policy, unless the context otherwise requires :

- (i) “Empowered Committee” means Executive Committee of GIDB constituted under section 25 of the Gujarat Infrastructure Development Act, 1999
- (ii) “Steering Institution” means the Gujarat Infrastructure Development Board (GIDB)
- (iii) “Lead Financial Institution” means the financial institution (FI) which is funding the PPP project and in case there is a consortium of FIs, the FI designated as such by the consortium.
- (iv) “Private Sector Company” : means a Company in which 51% or more of the subscribed and paid up equity is owned and controlled by a private entity.
- (v) “Project Term” means the duration of the concession agreement for the PPP Projects, entered in to upon recommendation of the GIDB under section 5 of the GID Act, 1999.
- (vi) “Public Private Partnership (PPP) Project” means a project based on a concession agreement between State Government, Government agency or specified Government agency on one side and private sector (company) on the other side, for delivering infrastructure services on payment of user charges, as per the provision laid down under section 9 of the GID Act, 1999.
- (vii) “Total Project Cost” means the lower of the total capital cost of the PPP Project; (a) as estimated by the State Government, Government agency or specified Government agency which owns the project. (b) Sanctioned by

the Lead Financial Institution, but does not in any case include the cost of land incurred by the State Government, Government agency or specified Government agency;

- (viii) “Viability Gap Funding or Grant” means a grant, one – time or deferred, provided under this Scheme with the objective of making a project commercially viable.

2. Eligibility :

- (a) The project shall be implemented i.e. developed, financed, constructed, maintained and operated for the Project Term by a Private Sector Company to be selected by the Government or Government agency or specified Government agency through a process of competitive Public Bidding prescribed under section 9 of GID Act, 1999 as amended from time to time. In case of Railway projects that are not amenable to operation by a Private Sector Company, the empowered Committee may relax this eligibility criterion.

Provided that the projects where any nature of concession agreement as provided in schedule II of the GID Act, 1999 has been entered into shall be eligible projects under this policy.

Provided further that no assistance under this policy can be sanctioned to existing ongoing BOT / BOOT projects.

(a) The PPP Project should be from one of the following sectors :

1. Roads (including but not limited to new alignment, over bridges by passes and / or widening and strengthening and up gradation of existing roads).
2. Ports and it Harbours (including but not limited to construction of ne Ports. Extension and / or capacity augmentation of the existing Ports).
3. Power (including but not limited to generation, transmission and distribution network and modernization or up gradation of existing plant).
4. Urban transport (limited to new or Greenfield systems).
5. Water Supply & Sewerage (including but not limited to water supply through canal, pipeline or any other network and / or widening and strengthening or up gradation of such existing network).
6. Solid waste management (including but not limited to new system and or modernization or improvement of existing system).
7. Tourism and Convention Centres. (Including but not limited to new system and or modernisation or improvement of existing projects).
8. Infrastructure projects in the vicinity of Special Economic Zones.

Provided that the Empowered Committee may, with approval of GID Board, add or delete sectors / sub-sectors from the aforesaid list.

- (c) The project shall provide a Service against Payment of a pre-determined Tariff or User charges.
- (d) The State Government, Government agency or specified Government agency as the case may be, should certify, with reasons :
 - 1. That the tariff / user charges cannot be increased to eliminate or reduce the viability gap of the PPP Project.
 - 2. That the Project Term cannot be increased for reducing the viability gap; and
 - 3. That the capital costs are reasonable and based on the standards and specifications normally applicable to such projects and that the capital costs cannot be further restricted for reducing the viability gap.
- (e) The Scheme shall be applicable to both types of projects i.e. projects where in Government of India has sanctioned assistance under their Scheme and those, wherein such assistance is not sanctioned or the project has not been submitted to Government of India for such assistance.

4. Eligible expenditure and quantum of Assistance

- (1) The total viability Gap Funding under this scheme shall not exceed 20% of the Total Project Cost.
- (2) Viability Gap Funding under this scheme will normally be in the form of a capital grant at the stage of project construction. Proposals for any other form of assistance may be considered by the Empowered Committee and sanctioned on a case to case basis, with the approval of GIDB.
- (3) Viability gap funding and the amount thereof will be sanctioned by the Empowered Committee subject to budgetary ceiling and with regard to the nature of the project and priority of the State including regional and sectoral balance.
- (4) In the first two years of operation of the scheme, projects meeting the eligibility criteria will be funded on a first-come, first served basis. In later years, if need arises, funding may be provided based on an appropriate formula, to be determined by Empowered Committee, that balances needs across sectors in a manner that would make broad base the sectoral coverage and avoid preempting of funds by a few large projects.
- (5) It shall not be open for the project owner to get benefit of any other Scheme of the State Government when assistance has been sanctioned under this scheme.

5. Approval of Project proposals :

- (1) Project proposals may be submitted to GIDB by a State Government, Government agency or specified Government agency which owns the underlying assets. The proposals shall include the requisite information necessary for satisfying the eligibility criteria specified in paragraph 3 above.
- (2) Projects based on standardized / model documents duly approved by the State Government would be preferred. Stand-alone documents may be subjected to detailed scrutiny by GIDB.
- (3) Empowered Committee will consider the project proposals for Viability Gap Funding and may seek the required details for satisfying the eligibility criteria.
- (4) Within 3 months of receipt of a project duly completed as aforesaid, GIDB shall inform State Government, Government agency or specified Government agency as the case may be whether the project is eligible for financial assistance under this scheme. In case the project is based on stand alone documents (not being duly approved model / standard documents), the approval process may require an additional 60 days.
- (5) Notwithstanding the approval granted under this scheme, projects promoted by the State Government or its agencies shall be approved and implemented in accordance with the procedure specified by the Board from time to time.

6. Procurement process for PPP Projects

- (1) The Private Sector Company shall be selected through a transparent and open competitive bidding process, as specified under Section 9 of the GID Act, 1999. The criterion for bidding shall be the amount of Viability Gap Funding required by a Private Sector Company for implementing the project where all other parameters are comparable.
- (2) The Government or statutory entity proposing the project shall certify that the bidding process conforms to the provisions of this scheme and convey the same to GIDB prior to disbursement of the grant.

7. Appraisal and monitoring by lead financial institution :

- (1) Within four months from the date on which eligibility of the project is conveyed by GIDB to the concern Government / statutory entity, the PPP Project shall be awarded in accordance with paragraph 6 above.

Provided that upon application made to it by the concerned Government / statutory entity. GIDB may extend this period by not more than two months at a time.

- (2) The Lead Financial Institution shall within three months from the date of bid award, present its appraisal of the project for the consideration and approval of empowered Committee. Provided that upon application of the State Government or concerned agency, Empowered Committee may extend this period by not more than one month at a time.
- (3) The Lead Financial Institution shall be responsible for regular monitoring and periodic evaluation of project compliance with agreed milestones and performance levels, particularly for the purpose of disbursement of Viability Gap Funding. It shall send quarterly progress report once every quarter for review by the Empowered Committee.

8. Disbursement of Grant :

- (1) A Grant under this scheme shall be disbursed only after the Private Sector Company has subscribed and expended the equity contribution for the project and will be released in proportion to debt disbursements remaining to be disbursed thereafter.
- (2) Empowered Committee will release the Grant to the Lead Financial Institution as and when due. In case of additional grant to be released by the local State Government or any other statutory body, the GIDB may release fund under this scheme in proportion to the grant released by such bodies.
- (3) The representative of the GIDB, the Lead Financial Institution and the Private Sector Company shall enter into a Tripartite Agreement for the purpose of this scheme. The format of such Tripartite Agreement shall be prescribed by GIDB, GIDB shall disburse funds to the respective lead Financial Institutions and debit as the case may be to :

For General Sector

Demand No. 49

M.H. 285 – Industries

(800) Other Expenses

Minor Head (29) Scheme for Financial support to PPP Project in Infrastructure sectors. Viability Gap Fund.

For Tribal Sector

Demand No. 96

MH 2852 – Industries

Sub-Major Head (80) General (796) TASP

In or head (1) Scheme for Financial Support to PPP Projects in infrastructure sector i.e. Viability Gap Fund.

CEO, GIDB will keep necessary proper record in proper pro-forma and shall maintain a separate account for the utilization of this grant.

This issued with the concurrence of F.D. Dated 29/3/07 on this department file of even number.

By order and in the name of the Governor of Gujarat.

(P. H. Jagtap)
Section Officer
Industries and Mines Department

Copy to :

- 1) Secretary to Hon. Governor of Gujarat
- 2) Principal Secretary to Hon. Chief Minister
- 3) Personal Secretary to all Ministers
- 4) Advisor the Chief Minister
- 5) Under Secretary to Chief Secretary.
- 6) Additional Chief Secretary, Finance Department
- 7) Personal Secretary to P.S.I. & M.D.
- 8) C.E.O. GIDB
- 9) Industries Commissioner, Udhyog Bhavan
- 10) Accountant General Ahmedabad / Rajkot
- 11) Select File.

Gujarat Infrastructure Development Board
Block No. 18, 8th floor, Udyog Bhavan
Gandhinagar
No. GIDB/GID Act/25/EC/2003
Dt 4-8- 2003

Regulation No. 1 of 2003

In exercise of the power conferred under section 25 and section 38 of Gujarat Infrastructure Development Act, 1999, the Board hereby make regulation for Constitution of the Executive Committee for the function of the Board.

1. Short title and commencement
 - (a) This Regulation shall be called "Regulation for Constitution of the Executive Committee."
 - (b) This shall come into force on the date of issue.
2. Constitution of the Committee
 - (a) The Executive Committee shall consist of Chairman and 9 (Nine) other members. The Executive Committee shall consist of following.

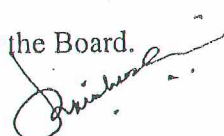
(1)	Vice Chairman, GIDB	Chairman
(2)	Chief Secretary	Member
(3)	Principal Secretary, Industries and Mines Dept.	Member
(4)	Principal Secretary, Finance Dept.	Member
(5)	Principal Secretary, Energy & Petrochemicals Dept.	Member
(6)	Principal Secretary, Revenue Dept.	Member
(7)	Addl. Chief Secretary, Ports & Fisheries Dept.	Member
(8)	Secretary, Roads and Building Dept.	Member
(9)	Industries Commissioner	Member
(10)	Chief Executive Officer, GIDB	Member Sec.
(11)	Principal Secretary, Urban Development Dept.	Invitee Mem.
(12)	Secretary, Water Supply Dept.	Invitee Mem.
(13)	Secretary (Irrigation), Narmada and Water Resources Department.	Invitee Mem.
3. Meeting of the Committee
 - (a) Every meeting of the Executive Committee shall be presided over by the Chairman.
 - (b) In case of absence of the Chairman, a member nominated by the Chairman shall preside over the meeting.
4. Time and place of the meeting
 - (a) The Executive Committee shall ordinarily meet every 30 days.
 - (b) Chairman of the Executive Committee shall have privilege to call meeting even before 30 days time.

- (c) The meeting shall take place as per the venue so decided by the Chairman.
5. Member of the Committee (a) Every member of the Committee shall remain present in the meeting. There shall not be any nomination by the members.
(b) In case of inability to attend the meeting, member shall inform Chairman in writing to grant leave of absence.
6. Notice for the meeting (a) Notice shall be issued to the members of the Committee 10 days before the date of the meeting.
7. Agenda of the meeting (a) The agenda of the Executive Committee meeting shall be issued to all members 5 days before the date of the meeting.
(b) In case of invitee member, only concerned agenda item will be issued for which he is invited.
8. Quorum at the meeting (a) Five members including Chairman shall constitute quorum for any meeting of the Committee.
(b) The Executive Committee shall take decision on majority. In case of equality of votes the Chairman shall, in addition, exercise a right of casting vote.
9. Minutes of the meeting (a) Minutes of the meeting shall be prepared within 7 days of the date of the meeting.
(b) The same shall be submitted to the Chairman of the Committee by Member Secretary for approval.
(c) After obtaining approval of Chairman, Member Secretary or an officer authorized by him may circulate the approved minutes to all Members including Chairman of the Committee
(d) Members of the Committee shall give comments or suggest amendments in the minutes approved by the Chairman within 5 days time after the date of issue of the minutes.
(e) Member Secretary shall take appropriate action on the comments or amendments suggested by the members.
(f) Minutes approved by the Chairman shall be submitted to the subsequent meeting for Resolution / Confirmation. All Members including Chairman of the committee shall sign

Minutes Register maintained for the purpose of official record.

- (g) Minutes of the Executive Committee(s) should also be submitted to the Board for review and information.
- 10. Review of the Minutes/ Decisions
 - (a) Member Secretary may submit the action taken report in each Executive Committee meeting to review the minutes/action taken by the Govt./Govt. agency.
- 11. Powers and Functions of the Executive Committee
 - (a) To undertake preliminary scrutiny of all matters submitted to the Board. The proposal / matters to be submitted to the Board shall first be put up to Executive Committee and Committee shall give its comments and recommendation on the proposal.
 - (b) Executive Committee shall approve the pre-feasibility, feasibility studies to be taken up by GIDB/or initiated by the State Govt. / Govt. agency of infrastructure projects. The cost of the study should not exceed Rs. 150.00 (One hundred fifty lacs).
 - (c) Executive Committee shall also sanction consultancy charges for the Sectoral studies and studies on policy framework not exceeding Rs. 100.00 (one hundred lacs).
 - (d) Executive Committee shall constitute Steering Committee(s) or any such committees for monitoring of studies approved by it. Such Committees shall submit a report to Executive Committee on the development of such studies.
 - (e) Executive Committee shall issue directives and instructions to the Govt. Depts. / Govt. agencies on any matter related to the development of infrastructure projects with private sector participation.
 - (f) Executive Committee shall also be empowered to make such changes in the proposal and concession agreements approved by the Board under sub section (2) of section 5 which has no substantial effect on the main character of the project.
 - (g) It shall note the decisions taken in the Board meetings and apprise Board about the progress, and shall also take measures for faster implementation of the same.

- (h) It shall delegate powers to any Member or Member or Member Secretary to release an amount in pursuance of its functions laid down in above (b), (c) and (d).
- (i) To undertake such other functions entrusted by the Board.


Member Secretary
Gujarat Infrastructure Development Board

To
All Members of the Board and Executive Committee

Copy to :
Chairman, GIDB
Vice Chairman, GIDB

Copy to :
All Officers of GIDB
Notice Board

4

Gujarat Infrastructure Development Board

Block No.18th. 8th floor,
Udhyog Bhavan, Gandhinagar.

No. GIDB/GID Act, 25/EC/Amendment/2023

Date : 05/06/2023

Regulation No.1 of 2023

In exercise of the power conferred under section 25 and section 38 of Gujarat Infrastructure Development Act, 1999, the Board hereby makes following regulation to amend the Regulation of Constitution of the Executive Committee dated. 4/8/2003.

- | | | |
|---|---|--|
| 1 | Short title and commencement | (a) This Regulation shall be called “Regulation on amendment in Constitution of the Executive Committee”. |
| | | (b) This shall come into force on the date of issue. |
| 2 | Amendment in clause-2 of the Regulation.
“Constitution of the Executive Committee” | Clause 2 of the Regulation dtd.4/8/2003 shall be replaced as follows;

(a) The Executive Committee shall consist of Chairman and 5 (Five) other members. The Executive Committee shall consist of following.

<ol style="list-style-type: none">1. Vice Chairman GIDB- Chairman2. Chief Secretary, Member3. Addl. Chief Secretary/ Principal Secretary/Secretary, Finance Dept.-Member4. Addl. Chief Secretary/ Principal Secretary/Secretary, Industries and Mines Dept.- Member5. Addl. Chief Secretary/ Principal Secretary/Secretary, Revenue Dept. - Member6. Chief Executive Officer, Gujarat Infrastructure Development Board, Member Secretary.
Concerned Addl. Chief Secretary/ Principal Secretary/Secretary of the department whose agenda is proposed to be discussed shall be invited as “Special Invitee” in the meeting |
| 3 | Amendment in Clause-8 of the Regulation.
“Quorum at the meeting” | Clause 8 of the Regulation dtd.4/8/2003 shall be replaced as follows;

(a) Four members including Chairman shall constitute quorum for any meeting of the Executive committee.

(b) The Executive Committee shall take decision on majority. In case of equality of votes the Chairman shall, in addition, exercise a right of casting vote. |

- 4 Amendment in Clause-11 of the Regulation. "Power and function of the Executive Committee"
- Clause 11 of the Regulation dtd.4/8/2003 shall be replaced as follows;
- (a) To undertake preliminary scrutiny of all matters submitted to the Board. The proposal/matters to be submitted to the Board shall be first put up to the Executive Committee and committee shall give its comments and recommendation on the proposal.
 - (b) Executive Committee shall approve the pre-feasibility studies, feasibility studies, techno-economic studies, environment impact assessment studies, master plan, detailed project report, or such other studies to be taken up by GIDB or as directed by the State Government, Government agency or specified Government agency, as the case may be, of infrastructure projects. Executive Committee shall also approve studies of the projects taken up for the development of Special Investment Regions, Island development and under Logistics Policy of the State. The cost of the study should not exceed Rs. 10.00 crores.
 - (c) Executive Committee shall also sanction consultancy charges for the sectoral studies and such other studies not exceeding Rs.05.00 crore.
 - (d) Executive Committee shall approve all bid documents (RFQ, RFP, Terms of Reference, contract etc– Bid documents) regarding the selection of consultant for various studies as mentioned in sub-clause (b) and (c).
 - (e) Executive Committee shall constitute "Steering Committee" for monitoring the study approved under sub-clause (b) and (c) and delegate the powers to approve bid-documents as provided under sub-clause (d). Steering committee shall submit a report to Executive Committee on the development of such studies.
 - (f) Executive Committee shall also be empowered to make recommendation on changes/ amendments to be made in the proposal and proposed concession agreement recommended/approved by the Board under sub-section (2) of Section 5 of the Act which has no substantial effect/implications on the main character of the project.
 - (g) It shall also delegate powers to any Member or Member Secretary to approve studies as provided under sub-clause (b) and (c) and determine the financial limit for approval of such studies.
 - (h) The Executive Committee shall have full powers to approve expenditure for purchase of new premises/building for the office and renovation of the same including procurement of

furniture and fixtures. It shall, by Resolution, delegate the powers to any member or Member Secretary about the renovation, redesigning and procurement of furniture and fixtures for existing premises.

- (i) To undertake such other functions entrusted by the Board.



Member Secretary,
Gujarat Infrastructure Development Board

To,

All Board members.



सत्यमेव जयते

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Separate paging is given to this Part in order that it may be filed as a Separate Compilation.

PART IV-B

**Rules and Orders (Other than those published in Parts I, I-A, and I-L) made
by the Government of Gujarat under the Gujarat Acts**

INDUSTRIES AND MINES DEPARTMENT

NOTIFICATION

Sachivalaya, Gandhinagar, 24th July, 2023

GUJARAT INFRASTRUCTURE DEVELOPMENT ACT, 1999.

No: - GHU/2023/24/IDB/102023/163/I-1 :- In exercise of the power conferred by sub-section (1) of section 16 of Gujarat Infrastructure Development Act, 1999 (Guj. 11 of 1999), the Government of Gujarat hereby amends the Schedule I appended to the aforesaid Act, as follows namely, -

In the said Schedule I, under the heading projects, after entry at serial No. 9, the following entry shall be inserted, namely, -

“9A Logistic Infrastructure and Facilities including Integrated Logistic Park, Multi-modal Logistic Park, Inland Container Depot, Freight Terminal, Container Freight Station, Air Freight Station, Air Cargo Complex, Cold Chain facility, Warehouse, Truck Terminals, Silos and such other Infrastructure”.

By order and in the name of the Governor of Gujarat,

J. B. PATEL,

Deputy Secretary to Government.

IV-B Ex.- 131

131-1



Government Central Press, Gandhinagar.

દિવ્યાંગ વ્યક્તિઓનો અધિકાર
અધિનિયમ, ૨૦૧૬ની કલમ-૩૩ મુજબ
ગુજરાત ઇન્ફ્રાસ્ટ્રક્ચર ડેવલપમેન્ટ બોર્ડના
વિવિધ સંવર્ગમાં સીધી ભરતીમાં દિવ્યાંગો
માટે જગ્યાઓ સુનિશ્ચિત (Identify) કરવા
બાબત.

ગુજરાત સરકાર
ઉદ્યોગ અને ખાણ વિભાગ
ઠરાવ ક્રમાંક: પરચ/૧૦૨૦૨૪/૩૭૭/આઈ-૧
સચિવાલય, ગાંધીનગર
તા.૨૨/૦૫/૨૦૨૪

વંચાણે લીધા:-

૧. સામાન્ય વહીવટ વિભાગનો તા.૧૭/૦૮/૨૦૨૧નો ઠરાવક્રમાંક:
સીઆરઆર/૧૦૨૦૧૭/૧૨૨૬૩૯/ગ-૨
૨. સામાજિક ન્યાય અને અધિકારીતા વિભાગનો તા.૧૮/૦૮/૨૦૨૧નો પરિપત્રક્રમાંક: અપગ/
૧૧૨૦૨૦/૪૭૩૬૨ / છ-૧ (પાર્ટ-૪)
૩. સામાજિક ન્યાય અને અધિકારીતા વિભાગનો તા.૩૦/૧૨/૨૦૨૨ પરિપત્રક્રમાંક: અપગ/
૧૧૨૦૨૦ /૪૭૩૬૨ / છ-૧ (પાર્ટ-૬)
- ૪ ભારત સરકારના તા.૦૪/૦૧/૨૦૨૧ના જાહેરનામા ક્રમાંક: 38-16/2020-DD-III
- ૫ ગુજરાત ઇન્ફ્રાસ્ટ્રક્ચર ડેવલપમેન્ટ બોર્ડની તા.૨૨/૦૫/૨૦૨૪ ની દરખાસ્ત.

આમુખ:

The Rights of Persons with Disabilities Act, 2016ની કલમ-૩૪ મુજબ સરકારી સેવામાં સીધી ભરતીના કિસ્સામાં દિવ્યાંગજનો માટે ચાર ટકા જગ્યાઓ અનામત રાખવા અને કલમ-૩૩ મુજબ સરકારી સેવામાં દિવ્યાંગજનો માટે દરેક સંવર્ગ માટે દિવ્યાંગતાના પ્રકાર સુનિશ્ચિત (identify) કરવા અંગેની સૂચનાઓ પ્રસિદ્ધ કરવામાં આવેલ છે. જે અન્વયે ગુજરાત સરકારના સામાન્ય વહીવટ વિભાગના વંચાણે લીધા ક્રમાંક:(૧) થી દિવ્યાંગજનો માટે રાજ્ય સરકારની સીધી ભરતીની વર્ગ -૧ , વર્ગ-૨ અને વર્ગ-૩ ની સેવાઓ/ જગ્યાઓમાં દિવ્યાંગતાના ખંડ a,b,c,d અને e હેઠળ અલગ અલગ કેટેગરીની દિવ્યાંગતા ધરાવતા ઉમેદવારો માટે ચાર ટકા અનામત રાખવાની વિગતવાર સૂચનાઓ આપવામાં આવેલ છે.

વંચાણે લીધેલ ક્રમ:(૨) પરનાં સામાજિક ન્યાય અને અધિકારીતા વિભાગના તા.૧૮/૦૮/૨૦૨૧ના પરિપત્ર તેમજ વંચાણે લીધેલ ક્રમ:૩ પરના તા.૩૦/૧૨/૨૦૨૨ના પરિપત્રથી વંચાણે લીધેલ ક્રમ-૪ પરના ભારત સરકારના તા.૦૪/૦૧/૨૦૨૧ના જાહેરનામામાં જે સંવર્ગોની દિવ્યાંગતા નક્કી થયેલ છે તે સંવર્ગો સાથે જે તે વિભાગના સંવર્ગો સામ્યતા ધરાવતા હોય તેવા સંવર્ગો માટે ભારત સરકારે નક્કી કરેલ દિવ્યાંગતા માન્ય ગણવાની રહેશે તેમજ જે સંવર્ગોનો જાહેરનામામાં ઉલ્લેખ થયેલ ના હોય અથવા વિભાગ જે તે સંવર્ગ માટે ભારત સરકારે નક્કી કરેલ તમામ દિવ્યાંગતા સંબંધિત જગ્યાની કામગીરીને ધ્યાને લઈ સ્વીકારી શકે તેમ ન હોય તો તેવા કેસમાં સંબંધિત જગ્યાની કામગીરીનો પ્રકાર ધ્યાને લઈ ભારત સરકારે નક્કી કરેલ દિવ્યાંગતામાંથી મુકિત મેળવવા અથવા દિવ્યાંગતાની કેટેગરી અલગ રીતે નક્કી કરવા વાજબી કારણો અને આધાર

સહિતની દરખાસ્ત નિયત કરેલ પત્રક મુજબ સામાજિક ન્યાય અને અધિકારીતા વિભાગની પેટા તજજ્ઞ સમિતિને રજૂ કરવાની રહેશે તેમ સુચવેલ છે

ગુજરાત ઇન્ફ્રાસ્ટ્રક્ચર ડેવલપમેન્ટ બોર્ડ દ્વારા વંચાણે લીધેલ ક્રમ-(પ) ઉપરની તા:૨૨/૦૫/૨૦૨૪ની દરખાસ્તથી તેમના હસ્તકના વિવિધ સંવર્ગોની સીધી ભરતીની જગ્યાઓની કામગીરી ધ્યાને લઈને વંચાણે લીધા ક્રમાંક- (૪) થી ભારત સરકારે નક્કી કરેલ દિવ્યાંગતા સાથે સંપૂર્ણ સામ્યતા ધરાવતી હોઈ સંસ્થાના ફૂલ -૦૫ સંવર્ગો માટે દિવ્યાંગજનો માટે જગ્યાઓ સુનિશ્ચિત કરવા અંગે દરખાસ્ત કરવામાં આવેલ હતી. જે સરકારશ્રીની સક્રિય વિચારણા હેઠળ હતી.

ઠરાવ:-

આથી કાળજીપૂર્વકની વિચારણા બાદ ઉદ્યોગ અને ખાણ વિભાગ હસ્તકની ગુજરાત ઇન્ફ્રાસ્ટ્રક્ચર ડેવલપમેન્ટ બોર્ડ હસ્તકના જુદા જુદા ૦૫ સંવર્ગો માટે સીધી ભરતીથી ભરવાની થતી જગ્યાઓમાં **The Rights of Persons with Disabilities Act, 2016** મુજબ દિવ્યાંગ ઉમેદવારો માટે અનામત રાખવાની થતી ચાર ટકા જગ્યાઓમાં નીચે કોષ્ટકમાં દર્શાવ્યા અનુસાર દિવ્યાંગતાનો પ્રકાર સુનિશ્ચિત (Identify) કરવાનું આથી ઠરાવવામાં આવે છે.

RPwD Act, 2016 ની જોગવાઈઓ મુજબ બેન્ચમાર્ક ડિસેબિલીટી ધરાવતી વ્યક્તિઓ માટે સંવર્ગવાર અનામત જગ્યાઓ તથા દિવ્યાંગતાના પ્રકાર સુનિશ્ચિત (Identify) કરવા બાબત							
ક્રમ	સંવર્ગનું નામ	ભારત સરકારના જાહેરનામા મુજબ સમકક્ષ સંવર્ગ	દિવ્યાંગવ્યક્તિઓ માટે અનામત રાખેલ જગ્યાઓ પર નિમણૂક માટે માન્ય દિવ્યાંગતાના પ્રકાર				
			A	B	C	D	E
૧	જનરલ મેનેજર	જનરલ મેનેજર પેજ નં. ૧૧૬૭ ફ્રમ નં. ૧૨	B, LV	D, HH	OA, BA, OL, BL, OAL, BLOA, BLA, LC, Dw, AAV	MD involving (a) to (c) above	--
૨	ડેપ્યુટી જનરલ મેનેજર	ડેપ્યુટી જનરલ મેનેજર પેજ નં. ૧૪૧૧ ફ્રમ નં. ૫૪૦	B, LV	D, HH	OA, BA, OL, OAL, CP, LC, Dw, AAV	SLD	MD involving (a) to (d) above
૩	સિનિયર મેનેજર	સિનિયર મેનેજર પેજ નં. ૧૪૧૧-૧૨ ફ્રમ નં. ૫૪૨	B, LV	D, HH	OA, BA, OL, BL, OAL, CP, LC, Dw, AAV	SLD	MD involving (a) to (d) above
૪	આસીસ્ટન્ટ મેનેજર	આસીસ્ટન્ટ મેનેજર પેજ નં. ૧૪૧૨ ફ્રમ નં. ૫૪૪	B, LV	D, HH	OA, BA, OL, BL, OAL, CP, LC, Dw, AAV	SLD	MD involving (a) to (d) above
૫	જુનિયર મેનેજર	જુનિયર મેનેજર પેજ નં. ૧૫૫૮ ફ્રમ નં. ૮૮૫	B, LV	D, HH	OA, BA, OL, OAL, BLA, BLOA, CP, LC, Dw, AAV	SLD	MD involving (a) to (c) above

CATEGORY ABBREVIATIONS USED: B=Blind, LV=Low Vision, D=Deaf, HH=Hard of Hearing, OA=One Arm, OL=One Leg, BA=Both Arms, BL=Both Leg, OAL=One Arm and One Leg, BLOA=Both Leg & One Arm, BLA=Both Legs Arms, CP=Cerebral Palsy, LC=Leprosy Cured, Dw=Dwarfism, AAV=Acid Attack Victims, MDy= Muscular Dystrophy, SD= Spinal Deformity, SI= Spinal Injury, ASD= Autism Spectrum Disorder (M= Mild, MoD= Moderate), ID= Intellectual Disability, SLD= Specific Learning Disability, MI= Mental Illness, MD=Multiple Disabilities, FD=Fully Deaf, SD=Spinal Deformity, SI=Spinal Injury.

આ જગ્યાઓમાં ઉપરોક્ત કેટેગરીની દિવ્યાંગ વિકલાંગ વ્યક્તિઓ એક ભરતી પ્રસંગે ઉપલબ્ધ ન થાય તો, તેવી અનામત જગ્યાઓ સરકારશ્રીના પ્રવર્તમાન હુકમો/નિયમો ધ્યાને લઈ આગળની કાર્યવાહી હાથ ધરવાની રહેશે.

આ ઠરાવ આ વિભાગની સરખા ક્રમાંકની ફાઈલ ઉપર અધિક મુખ્ય સચિવશ્રી (ઉ.ખા.વિ.)ની તા. ૨૨/૦૫/૨૦૨૪ થી મળેલ મંજૂરી અન્વયે બહાર પાડવામાં આવે છે.

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,



(વી.એ. ચૌહાણ)

ઉપ સચિવ

ઉદ્યોગ અને ખાણ વિભાગ

પ્રતિ,

- માન. રાજ્યપાલશ્રીના સચિવશ્રી, રાજ ભવન, ગાંધીનગર, ગુજરાત
- માન. મુખ્યમંત્રીના અધિક મુખ્ય સચિવશ્રી, માન. મુખ્યમંત્રીનું કાર્યાલય સ્વર્ણિમ સંકુલ-૧, ગાંધીનગર.
- માન. મંત્રીશ્રી(ઉદ્યોગ)ના અંગત સચિવશ્રી, સ્વર્ણિમ સંકુલ-૧, ગાંધીનગર.
- માન. રાજ્ય કક્ષાના મંત્રીશ્રી(ઉદ્યોગ)ના અંગત સચિવશ્રી, સ્વર્ણિમ સંકુલ-૨, ગાંધીનગર.
- મુખ્ય સચિવશ્રીના અધિક સચિવ, સચિવાલય, ગાંધીનગર.
- અધિક મુખ્ય સચિવશ્રી(ઉ.ખા.), ઉદ્યોગ અને ખાણ વિભાગ, ગાંધીનગર.
- અધિક મુખ્ય સચિવશ્રી(નાણા), નાણા વિભાગ, ગાંધીનગર.
- અધિક મુખ્ય સચિવશ્રી(સામાન્ય વહીવટ વિભાગ), સામાન્ય વહીવટ વિભાગ, ગાંધીનગર.
- અધિક મુખ્ય સચિવશ્રી(સામાજિક ન્યાય અને અધિકારીતા વિભાગ), સામાજિક ન્યાય અને અધિકારીતા વિભાગ, ગાંધીનગર.
- ઉદ્યોગ કમિશનરશ્રી, ઉદ્યોગ કમિશનરશ્રીની કચેરી, ઉદ્યોગભવન, ગાંધીનગર.
- મુખ્ય કારોબારી અધિકારીશ્રી, GIDB, બ્લોક નં-૧૮, ૮ મો માળ, ઉદ્યોગ ભવન, ગાંધીનગર.
- સચિવશ્રી, ગૌણ સેવા પસંદગી મંડળ, ગાંધીનગર.
- કોમ્પ્યુટર સેલ, ઉદ્યોગ અને ખાણ વિભાગ, સચિવાલય, ગાંધીનગર. (વિભાગની વેબસાઈટ પર અપલોડ કરવા સારું.)
- સિલેક્ટ ફાઈલ.-૨૦૨૪

Manual - 6

Statement of Categories of Documents

Blueprint for Infrastructure in Gujarat

BIG 2020

Gujarat Sustainable Vision 2030

Railway Master Plan

USD 5 Trillion Economy - Task Force Report

Manual - 7

**The Particulars of any arrangement that exist
for consultation with, or representation by the
member of public in relation to the
formulation of its policy or administration
thereof;**

NOT APPLICABLE

Manual - 8

A Statement of the Boards, Councils, Committees, and other Bodies consisting of two or more persons constituted as part or for the purpose of advice and as to whether meetings of those Boards, Councils, Committees and other bodies are open to public, or the minutes of such meetings are accessible to public.

- **GIDB Board Resolution 2023**
- **GIDB Regulation for Constitution of the Executive Committee_04/08/2003.**
(Attached in manual 5 of this Proactive Disclosure. Kindly refer manual 5)
- **GIDB Regulation on amendment in Constitution of the Executive Committee_05/06/2023**
(Attached in manual 5 of this Proactive Disclosure. Kindly refer manual 5)
- **Island Development Authority Resolution 2023**



सत्यमेव जयते

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Separate paging is given to this Part in order that it may be filed as a Separate Compilation.

PART IV-B

Rules and Orders (Other than those published in Part I, I-A and I-L) made
by the Government of Gujarat under the Gujarat Acts.

કૃષિ, ખેડૂત કલ્યાણ અને સહકાર વિભાગ

જાહેરનામું

સચિવાલય, ગાંધીનગર, ૧૧મી જાન્યુઆરી, ૨૦૨૩

ગુજરાત સહકારી મંડળી અધિનિયમ, ૧૯૬૧

ક્રમાંક: જીએચકેએચ-૧-૨૦૨૩-સશમ-૧૦૨૦૨૨-૧૨૨૦-ખ : ગુજરાત સહકારી મંડળી અધિનિયમ, ૧૯૬૧ની કલમ-૧૬૧ થી પ્રાપ્ત થયેલ સત્તાધિકારની રૂએ, આથી કેમ્બે અર્બન કો. ઓપરેટીવ કેડીટ સોસાયટી લી. (ફડયામાં), મુ.તા ખંભાત, જિ.આણંદને ગુજરાત સહકારી મંડળીઓ અધિનિયમ-૧૯૬૧ની કલમ-૧૬૧ અન્વયે કલમ-૧૧૪(૧) ની જોગવાઈના અમલમાંથી તા.૨૨-૦૫-૨૦૨૨ થી તા.૨૧-૦૫-૨૦૨૩ સુધી મુક્તિ આપવામાં આવે છે.

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

એન. બી. જાદવ,
સરકારના ઉપસચિવ.

કૃષિ, ખેડૂત કલ્યાણ અને સહકાર વિભાગ

જાહેરનામું

સચિવાલય, ગાંધીનગર, ૧૨મી જાન્યુઆરી, ૨૦૨૩

ગુજરાત સહકારી મંડળી અધિનિયમ, ૧૯૬૧

ક્રમાંક: જીએચકેએચ-૦૨-૨૦૨૩-સીએસકે-૧૦૨૦૨૨-૧૩૭૮-ખ : ગુજરાત સહકારી મંડળી અધિનિયમ, ૧૯૬૧ની કલમ-૧૬૧ થી પ્રાપ્ત થયેલ સત્તાધિકારની રૂએ, આથી ગુજરાત રાજ્ય સહકારી ખાંડ ઉદ્યોગ સંઘ લી. ગાંધીનગરને ગુજરાત સહકારી મંડળીઓ અધિનિયમ-૧૯૬૧ની કલમ-૭૭ ની જોગવાઈના અમલમાંથી તા.૩૧/૦૧/૨૦૨૩ સુધી મુક્તિ આપવામાં આવે છે.

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

એન. બી. જાદવ,
સરકારના ઉપસચિવ.

EDUCATION DEPARTMENT

NOTIFICATION

Sachivalaya, Gandhinagar, 6th January, 2023

THE HEMCHANDRACHARYA NORTH GUJARAT UNIVERSITY ACT, 1986.

NO.GH/SH/01/UGY/1122/1160/KH.2:- In exercise of the powers conferred by the Section 10 (6) of The Hemchandracharya North Gujarat University Act, 1986 (Gujarat Act No. 22 of 1986), the Government of Gujarat, hereby, nominates Dr. Rohitkumar N. Desai, Principal, Jethiba K. Patel Arts College & D.B. Vyas Commerce College, Patan as incharge Vice Chancellor of the Hemchandracharya North Gujarat University, Patan till a regular appointment is made under Section 10 of the said Act or until further orders, whichever is earlier.

By order and in the name of the Governor of Gujarat,

B. S. PARMAR,
Under Secretary to Government.

INDUSTRIES AND MINES DEPARTMENT

NOTIFICATION

Sachivalaya, Gandhinagar, 24th January, 2023

THE GUJARAT INFRASTRUCTURE DEVELOPMENT ACT, 1999.

No. GHU/2023/01/IDL/112000/2811/I-1:- In exercise of the powers conferred under section 19 of the Gujarat Infrastructure Development Act, 1999(GUJ.11. of 1999), the Government of Gujarat hereby appoints the following members in the Gujarat Infrastructure Development Board; -

1.	Hon'ble Chief Minister	Chairman
2.	Hon'ble Minister Finance, Energy, Petrochemicals	Vice-Chairman
3.	Hon'ble Minister Industries, Micro, Small and Medium Industries, Cottage, Khadi and Rural Industries, Civil Aviation, Labour and Employment	Member
4.	Hon'ble Minister Tourism, Cultural Activities, Forest and Environment, Climate Change	Member

5.	Hon'ble Minister of State Sports, Youth Services, Co-ordination of voluntary organization, Non-resident Gujaratis' Division, Transport, Gruh Rakshak Dal and Gram Rakshak Dal, Civil Defence, Jail, Border Security (All Independent Charge), Home and Police Housing, Industries, Cultural Activities (State Minister)	Member
6.	Hon'ble Minister of State Co-operation, Salt Industries, Printing and Stationery, Protocol (All Independent Charge), Micro, Small and Medium Industries, Cottage, Khadi and Rural Industries, civil Aviation (State Minister)	Member
7.	Chief Secretary	Member
8.	Additional Chief Secretary/ Principal Secretary, Industries and Mines Department	Member
9.	Additional Chief Secretary/ Principal Secretary, Finance Department	Member
10.	Additional Chief Secretary/ Principal Secretary, Energy and Petrochemicals Department	Member
11.	Additional Chief Secretary/ Principal Secretary, Revenue Department	Member
12.	Industries Commissioner	Member
13.	Chief Executive Officer, Gujarat Infrastructure Development Board	Member Secretary
14.	Additional Chief Secretary/ Principal Secretary, Ports and Transport Department	Invitee Member
15.	Additional Chief Secretary/ Principal Secretary, Urban Development and Urban Housing Department	Invitee Member
16.	Additional Chief Secretary/ Principal Secretary/ Secretary Roads and Buildings Department	Invitee Member
17.	Additional Chief Secretary/ Principal Secretary, Education Department	Invitee Member

By order and in the name of the Governor of Gujarat,

J. B. PATEL,
Deputy Secretary to Government.

શ્રેયાન વ્યવસ્થાપક, સરકારી મધ્યસ્થ મુદ્રણાલય, ગાંધીનગર

તા.૧/૧૨/૨૦૨૨ થી ૩૧/૧૨/૨૦૨૨ દરમિયાન પ્રસિદ્ધ થયેલ અસાધારણ રાજપત્રની યાદી

અનુ. નં.	અસાધારણ રાજપત્રનો નંબર	જાહેરનામાનો નંબર અને તારીખ (ભાગ-૪-બ)	પ્રસિદ્ધિની તારીખ	વિભાગનું નામ
૧	૨	૩	૪	૫
૧	૨૯૭	GHY-39/AYS/2022/738/CHH-1	૦૨/૧૨/૨૦૨૨	આરોગ્ય અને પ.ક
૨	૨૯૮	GHE/2022/75/CPI/1408/3890/K1	૦૬/૧૨/૨૦૨૨	ઉર્જા અને પેટ્રો
૩	૨૯૯	GH/V/216 of 2022/UDUHD/MSM/e-file/18/2022/4313/L	"	શ.વિ અને શ.ગૃ.નિ વિ.
૪	૩૦૦	GH/NJ/424/2022/VWS-16-2021-543-KH-4	૧૭/૧૨/૨૦૨૨	ન.જ.સં.પા.પૂ અને ક.

અનુ. નં.	અસાધારણ રાજપત્રનો નંબર	જાહેરનામાનો નંબર અને તારીખ (ભાગ-૪-બ)	પ્રસિદ્ધિની તારીખ	વિભાગનું નામ
૧	૨	૩	૪	૫
૫	૩૦૧	GHE/2022/76/CPI/1413/872/K1	૨૮/૧૨/૨૦૨૨	ઉર્જા અને પે. કે. વિ.
૬	૩૦૨	GH/NJ/2022-369/SSC-1/2122/2600/133/K.3	"	ન.જ.સં.પા.પૂ અને ક. વિ
૭	૩૦૩	GHY/41 /MCG/1013/2179/J	૨૮/૧૨/૨૦૨૨	આરોગ્ય અને પરિ.ક વિ
૮	૩૦૪	GHN-84-GST-2022/S.9(1)(50)TH	૩૧/૧૨/૨૦૨૨	નાણાં વિભાગ
૯	૩૦૫	GHN-85-GST-2022/S.9(3)(18)TH	"	"
૧૦	૩૦૬	GHN-86-GST-2022/S.11(1)(68)TH	"	"
૧૧	૩૦૭	GHN-87-GST-2022/S.11(1)(69)TH	"	"
૧૨	૩૦૮	GHN-88-GST-2022/S.164(83)TH	૩૧/૧૨/૨૦૨૨	નાણાં વિભાગ
૧૩	૩૦૯	GHE/2022/78/CPI/132017/1673/K.1	"	ઉર્જા અને પેટ્રો
૧૪	૩૧૦	GH/NJ/2022-371/SSC-1/2120/1688/36/K.3	"	ન.જ.સં.પા.પૂ અને ક. વિ
૧૫	૩૧૧	GH/VS/183/2022/53/A	"	વૈ. અને સં.બા
૧૬	૩૧૨	GH/VS/184/2022/53/A	"	"

બી. જી. ઠાકુર,
શ્રેયાન વ્યવસ્થાપક,
સરકારી મધ્યસ્થ મુદ્રણાલય,
ગાંધીનગર.



Holistic Development of Islands (બેટના સર્વત્રાહી વિકાસ) બાબત.

ગુજરાત સરકાર

ગૃહ વિભાગ,

ઠરાવ ક્રમાંક: વિ-પ/સીએસએસ/૧૦૨૦૧૫/જીઓઆઈ-૧૦(પાર્ટ-૨),

સચિવાલય, ગાંધીનગર.

તા.૨૩/૦૨/૨૦૨૩.

વંચાણમાં લીધા:

૧. કેન્દ્રીય ગૃહ મંત્રાલયની તા.૦૪/૦૨/૨૦૧૫ની કચેરી યાદી ક્રમાંક : 5/1/2015-Coastal Security
૨. ગૃહ વિભાગના તા.૨૧/૦૮/૨૦૧૯ તેમજ ૨૧/૧૨/૨૦૨૧ના ઠરાવ ક્રમાંક: વિ-પ/સીએસએસ/૧૦૨૦૧૫/જીઓઆઈ-૧૦(પાર્ટ-૧)
૩. ગુજરાત ઈન્ફ્રાસ્ટ્રક્ચર ડેવલપમેન્ટના બોર્ડની ઈ-ફાઈલ ક્રમાંક: GIDB/ADMIN/e-file/161/2022/0086/Admin પરની તા. ૨૯/૧૨/૨૦૨૨ની નોંધ

ઠરાવ:

National Committee on Strengthening Maritime and Coastal Security (NCSMCS) against threats from the Sea ની તા.૦૨/૦૨/૨૦૧૫ના રોજ યોજાયેલ ૧૦મી બેઠકમાં લેવામાં આવેલ નિર્ણયના અનુસંધાને દેશના તટીય રાજ્યોમાં મેરીટાઇમ ઝોનમાં ટાપુઓના સર્વત્રાહી વિકાસ માટે સંયુક્ત સચિવશ્રી, સરહદ સંચાલન વિભાગ, કેન્દ્રીય ગૃહ મંત્રાલય, ભારત સરકારના અધ્યક્ષ સ્થાને એક ટાસ્ક ફોર્સનું ગઠન કરવામાં આવેલ છે.

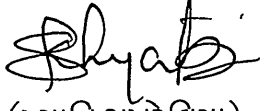
તા.૧૫/૦૬/૨૦૧૯ના રોજ યોજાયેલ નીતિ આયોગની Governing Councilની પાંચમી બેઠકમાં Holistic Development of Islands (બેટના સર્વત્રાહી વિકાસ) સંદર્ભે Consolidated અને Inclusive ઢ્રષ્ટિકોણ અપનાવવા માટે ચર્ચા વિચારણા કરવામાં આવેલ હતી. Holistic Development of Islands (બેટના સર્વત્રાહી વિકાસ) ની સંકલ્પના સાથે એક થી વધારે વિભાગો સંકળાયેલા હોઈ, આ કામગીરીના સૂચારુ અને અસરકારક સંચાલન અને સંકલન અર્થે Island Development Authorityની રચના આ વિભાગના તા.૨૧/૦૮/૨૦૧૯ તેમજ તા.૨૧/૧૨/૨૦૨૧ના ઠરાવથી કરવામાં આવેલ હતી. જે ઠરાવો રદ કરીને, પુખ્ત વિચારણાને અંતે Holistic Development of Islands (બેટના સર્વત્રાહી વિકાસ) માટે રાજ્યકક્ષાએ Island Development Authorityની નીચેની વિગતે નવેસરથી રચના કરવાનું ઠરાવવામાં આવે છે.

૧	માન.મુખ્યમંત્રીશ્રી	અધ્યક્ષ
૨	માન.મંત્રીશ્રી(નાણા)	સભ્ય
	માન. મંત્રીશ્રી (મત્સ્યોદ્યોગ)	સભ્ય
૪	માન. મંત્રીશ્રી(પ્રવાસન)	સભ્ય
૫	માન. રાજ્યકક્ષાના મંત્રીશ્રી (ગૃહ)	સભ્ય
૬	મુખ્ય સચિવશ્રી	સભ્ય
૭	માન. મુખ્ય મંત્રીશ્રીના મુખ્ય અગ્ર સચિવશ્રી	સભ્ય
૮	અધિક મુખ્ય સચિવશ્રી/ અગ્ર સચિવશ્રી/ સચિવશ્રી/(ગૃહ)	સભ્ય

૯	અધિક મુખ્ય સચિવશ્રી/ અગ્ર સચિવશ્રી/ /સચિવશ્રી(નાણા)	સભ્ય
૧૦	અધિક મુખ્ય સચિવશ્રી/ અગ્ર સચિવશ્રી/ સચિવશ્રી (બંદરો અને વાહન વ્યવહાર)	સભ્ય
૧૧	અધિક મુખ્ય સચિવશ્રી/ અગ્ર સચિવશ્રી/ સચિવશ્રી (ઉદ્યોગ અને ખાણ)	સભ્ય
૧૨	અધિક મુખ્ય સચિવશ્રી/ અગ્ર સચિવશ્રી/ સચિવશ્રી (પ્રવાસન)	સભ્ય
૧૩	અધિક મુખ્ય સચિવશ્રી/ અગ્ર સચિવશ્રી/ સચિવશ્રી (મત્સ્યોદ્યોગ)	સભ્ય
૧૪	ઉપાધ્યક્ષ અને મુખ્ય કાર્યકારી અધિકારીશ્રી – ગુજરાત મેરીટાઈમ બોર્ડ	સભ્ય
૧૫	મુખ્ય કાર્યકારી અધિકારીશ્રી-ગુજરાત ઇન્ફ્રાસ્ટ્રક્ચર ડેવલોપમેન્ટ બોર્ડ (GIDB)	સભ્ય સચિવ

આ સમિતિની બેઠક નિયમિત રીતે યોજવાની રહેશે.

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,


(ખ્યાતિ સખરેલિયા)
સેક્શન અધિકારી,
ગૃહ વિભાગ.

પ્રતિ,

- માન. મુખ્ય મંત્રીશ્રીના અંગત સચિવશ્રી, માન. મુખ્ય મંત્રીશ્રીનું કાર્યાલય, સ્વર્ણિમ સંકુલ-૧, સચિવાલય, ગાંધીનગર.
- માન. નાણા મંત્રીશ્રીના અંગત સચિવશ્રી, સ્વર્ણિમ સંકુલ-૧, સચિવાલય, ગાંધીનગર.
- માન. મંત્રીશ્રી (મત્સ્યોદ્યોગ)ના અંગત સચિવશ્રી, સ્વર્ણિમ સંકુલ-૨, સચિવાલય, ગાંધીનગર.
- માન. મંત્રીશ્રી (પ્રવાસન)ના અંગત સચિવશ્રી, સ્વર્ણિમ સંકુલ-૨, સચિવાલય, ગાંધીનગર.
- માન. રાજ્ય કક્ષાના મંત્રીશ્રી(ગૃહ)ના અંગત સચિવશ્રી, સ્વર્ણિમ સંકુલ-૨, સચિવાલય, ગાંધીનગર.
- મુખ્ય સચિવશ્રી, ગુજરાત રાજ્ય, સચિવાલય, ગાંધીનગર.
- માન. મુખ્ય મંત્રીશ્રીના મુખ્ય અગ્ર સચિવશ્રીના રહસ્ય સચિવશ્રી, માન. મુખ્ય મંત્રીશ્રીનું કાર્યાલય, સ્વર્ણિમ સંકુલ-૧, સચિવાલય, ગાંધીનગર.
- અધિક મુખ્ય સચિવશ્રી(ગૃહ), બ્લોક નં.૨, સચિવાલય, ગાંધીનગર.
- અધિક મુખ્ય સચિવશ્રી, નાણા વિભાગ, બ્લોક નં.૪, સચિવાલય, ગાંધીનગર.
- અધિક મુખ્ય સચિવશ્રી, બંદરો અને વાહન વ્યવહાર વિભાગ, બ્લોક નં.૨, સચિવાલય, ગાંધીનગર.
- અધિક મુખ્ય સચિવશ્રી, ઉદ્યોગ અને ખાણ વિભાગ, બ્લોક નં.૫/૪, સચિવાલય, ગાંધીનગર.
- સચિવશ્રી(પ્રવાસન), ઉદ્યોગ અને ખાણ વિભાગ, બ્લોક નં.૫/૪, સચિવાલય, ગાંધીનગર.
- સચિવશ્રી (મત્સ્યોદ્યોગ), કૃષિ, ખેડૂત કલ્યાણ અને સહકાર વિભાગ, બ્લોક નં.૫/૧, સચિવાલય, ગાંધીનગર.
- ઉપાધ્યક્ષ અને મુખ્ય કાર્યકારી અધિકારીશ્રી, ગુજરાત મેરીટાઈમ બોર્ડ, સેક્ટર-૧૦/એ, ગાંધીનગર.
- મુખ્ય કાર્યકારી અધિકારીશ્રી, ગુજરાત ઇન્ફ્રાસ્ટ્રક્ચર ડેવલોપમેન્ટ બોર્ડ (GIDB), ૮મો માળ, બ્લોક નં.૧૮, ઉદ્યોગ ભવન, સેક્ટર-૧૦, ગાંધીનગર
- પોલીસ મહાનિદેશક અને મુખ્ય પોલીસ અધિકારીશ્રી, ગુજરાત રાજ્ય, પોલીસ ભવન, ગાંધીનગર.
- અધિક પોલીસ મહાનિદેશકશ્રી (ઇન્ટે.), ગુજરાત રાજ્ય, પોલીસ ભવન, ગાંધીનગર.
- પોલીસ મહાનિરીક્ષકશ્રી, દરિયાઈ સુરક્ષા, સેક્ટર-૩૦, ગાંધીનગર.
- સિલેક્ટ ફાઇલ.

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Directory of Officers and Employees of GIDB

As on 30/06/2024

Sr.	Name of Employee	Designation	Address	Tele No.
1	Mr. Banchha Nidhi Pani, IAS	Chief Executive Officer	GIDB Block No.18/8 th Floor, Udyog Bhavan, Sector – 11, Gandhinagar - 382010	079-23232705
2	Mr. Nimit Patel	General Manager	GIDB Block No.18/8 th Floor, Udyog Bhavan, Sector – 11, Gandhinagar - 382010	079-23232701/04
3	Mr. P.K. Tuvar	Additional Chief Town Planner	GIDB Block No.18/8 th Floor, Udyog Bhavan, Sector – 11 Gandhinagar - 382010	079-23232701/04
4	Mr. Amit Chavda	Deputy General Manager	GIDB Block No.18/8 th Floor, Udyog Bhavan, Sector – 11, Gandhinagar - 382010	079-23232701/04
5	Mr. Jwalesh Zaveri	Senior Manager	GIDB Block No.18/8 th Floor, Udyog Bhavan, Sector – 11, Gandhinagar - 382010	079-23232701/04
6	Mrs. Pallavi Jain	Senior Manager	GIDB Block No.18/8 th Floor, Udyog Bhavan, Sector – 11, Gandhinagar - 382010	079-23232701/04
7	Mr. Pankaj Patel	Senior Manager	GIDB Block No.18/8 th Floor, Udyog Bhavan, Sector – 11, Gandhinagar - 382010	079-23232701/04
8	Mr. Pranab Nanda	Senior Manager	GIDB Block No.18/8 th Floor, Udyog Bhavan, Sector – 11 Gandhinagar - 382010	079-23232701/04
9	Mrs. Priyanka Kumar	Senior Manager	GIDB Block No.18/8 th Floor, Udyog Bhavan, Sector – 11, Gandhinagar – 382010	079-23232701/04

Sr.	Name of Employee	Designation	Address	Tele No.
10	Mrs. Rujul Upadhyay	Senior Manager	GIDB Block No.18/8 th Floor, Udyog Bhavan, Sector – 11, Gandhinagar - 382010	079-23232701/04
11	Mrs. Rina M. Modi	Junior Manager	GIDB Block No.18/8 th Floor, Udyog Bhavan, Sector – 11, Gandhinagar - 382010	079-23232701/04
12	Mrs. Shrinanda Pillai	Junior Manager	GIDB Block No.18/8 th Floor, Udyog Bhavan, Sector – 11, Gandhinagar - 382010	079-23232701/04
13	Mr. Anil Chauhan	Junior Manager	GIDB Block No.18/8 th Floor, Udyog Bhavan, Sector – 11, Gandhinagar - 382010	079-23232701/04

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The Monthly remuneration received by each Officer and employee, including the system of compensation as provided in its regulations

As on 30/06/2024

Sr.	Name of the Officer	Designation	Gross Salary	Pay Matrix Level
1	Mr. Nimit Patel	General Manager	2,29,580/-	13
2	Mr. P.K. Tuvar	Additional Chief Town Planner	In Additional Charge	13
3	Mr. Amit Chavda	Deputy General Manager	1,87,590/-	12
4	Mr. Jwalesh Zaveri	Senior Manager	1,81,810/-	11
5	Mrs. Pallavi Jain	Senior Manager	1,72,780/-	11
6	Mr. Pankaj Patel	Senior Manager	1,27,956/-	11
7	Mr. Pranab Nanda	Senior Manager	1,29,620/-	11
8	Mrs. Priyanka Kumar	Senior Manager	1,29,620/-	11
9	Mrs. Rujul Upadhyay	Senior Manager	1,29,620/-	11
10	Mrs. Rina M. Modi	Junior Manager	1,03,040/-	8
11	Mrs. Shrinanda Pillai	Junior Manager	1,06,640/-	8
12	Mr. Anil Chauhan	Junior Manager	89,516/-	8

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The Budget allocated to each of its agency, indicating the particulars of all plans, proposed expenditures and reports on disbursements made;

Gujarat Infrastructure Development Board

Budget–2023-24

(Rs. in Lakh)

Details	Proposed Budget	Approved Budget	Released Amount	Expenditure
Development of Infrastructure Projects in the State with Private Sector Participation basis. Expenses such as consultancy charges for Project Studies, Promotional Expenses, Seminar/Conference Expenses and Establishment Expenses are incurred.	1,450.00	1,450.00	1,450.00	1,450.00
Financial Assistance to Infrastructure Project Development on PPP basis. i.e. Viability Gap Fund	1.00	1.00	NIL	NIL

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The manner of execution of subsidy programs,
including the amounts allocated to the details
of beneficiaries of such program

Gujarat Infrastructure Development Board does not implement any subsidy programs.

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**Particulars of Recipients of concessions,
permits or authorities granted by it.**

NOT APPLICABLE

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**Details in respect of the information,
available to or held by it, reduced in an
electronic form**

**Please refer to Gujarat Infrastructure
Development Board's Website**

www.gidb.org

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The particulars of facilities available to citizens for obtaining information, including the working hours of a Library or reading Room, if maintained for public use;

GIDB Resource Center can be used by Government officers in working hours

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The names, designation and other particulars of the Public Information Officers

Sr. No.	Name	Designation	Address	Telephone Number
1	Mr. Banchha Nidhi Pani, IAS	First Applet Authority	Gujarat Infrastructure Development Board Block No. 18, 8 th Floor, Udyog Bhavan, Sector – 11, Gandhinagar	079-23232705
2	Mr. Jwalesh Zaveri	Public Information Officer	Gujarat Infrastructure Development Board Block No. 18, 9 th Floor, Udyog Bhavan, Sector – 11, Gandhinagar	079-23232701
3	Mrs. Pallavi Jain	Assistant Public Information Officer	Gujarat Infrastructure Development Board Block No. 18, 9 th Floor, Udyog Bhavan, Sector – 11, Gandhinagar	079-23232701