

**RAJKOT MUNICIPAL CORPORATION
RAJKOT**



WATER WORKS (WEST ZONE)

e-Tender no: WW/2021-22

Technical Bid

NAME OF WORK : Preventive Operation & Maintenance of Mahila Swimming Pool for Three (3) Years.

Last date for e-tendering are as under:	
1. Downloading of e-Tender documents	01-04-2021 to 23-04-2021 up to 18:00 hr
2. Online submission of e - Tender	23-04-2021 up to 18:00 hr
3. Physical submission of EMD, Tender fee and other documents.	26-04-2021 up to 18:00 hr
4. Verification of submitted documents (EMD, e - Tender fee, etc.)	27-04-2021
5. Opening of online tender tech bid	27-04-2021 (If Possible)
6. Opening of Price Bid	29-04-2021 (If Possible)
7. Bid Validity	150 Days

**Add. City Engineer,
Water Works Department,
Rajkot Municipal Corporation
Dr.Ambedkar Bhavan,
Dhebarbhai Road,
Rajkot - 360 001**

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NAME OF WORK : Preventive Operation & Maintenance of Mahila Swimming Pool for Three (3) Years.

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RAJKOT MUNICIPAL CORPORATION

e-Tender Notice

- The e-tenders are invited with two bid system by Add. City Engineer, **Water Works – West Zone, Ele. /Mech. Dept., Room no. 12, First floor, Harisinhji Gohil Bhavan, B/H Big Bazaar 150 ft Ring Road, Rajkot-360005.** from the experienced, & financially sound contractors in either **Government or Semi-Government** as a main contractor in period of last seven years possessing equipments and having trained technicians for the below mentioned work:

Sr No	Name of work	1) Estimated cost in Rs. for three(3) years. 2) EMD 3) e-TENDER fee 4) Time limit of work
1	Preventive Operation & Maintenance of Mahila Swimming Pool for Three (3) Years.	1) 23,87,500/- 2) 71,700/- 3) 1125/- 4) 3 Years

Last date for e-tendering are as under:	
1. Downloading of e-Tender documents	01-04-2021 to 23-04-2021 up to 18:00 hr
2. Online submission of e - Tender	23-04-2021 up to 18:00 hr
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6. Opening of Price Bid	29-04-2021 (If Possible)
7. Bid Validity	150 Days

The e-Tender fee (Non Refundable) & bid security (EMD) will be accepted in form of Demand Draft only, in favor of “Rajkot Municipal Corporation”, Rajkot, from any Nationalized or Scheduled bank (except Co-operative Bank) in India.

Pre-Qualification for this work and relevant required certificates / documentary evidence are as below.

i) **Financial Criteria:**

- An average annual turnover of last seven financial years should not be less than 50% of tender amount.
- Working capital should not be less than 25% of the estimated amount.
- Solvency should not be less than Rs.2.00 Lacks

Note: Enhancement factor will be applicable as per tender protocol.

ii) Experience Criteria

1. Bidder should have completed at least one work of similar nature of 60% or two works of 50% of tender amount of either Government or Semi-Government as a main contractor in period of last seven years.
2. The Bidder / firm must have Electrical Contractor License and have registration in E-1 Class with Electrical Division of any State Government / West Government authority
3. Joint Venture is not permitted
4. Work of Water Treatment Plant, Sewerage Treatment Plant, Drainage Pumping Stations, swimming Pool, Water Pumping Station, Head works, Mechanical R.C – Electrical R.C shall be considered as similar nature of work and its amount of work shall be considered for tender process.
5. For pre-qualification financial criteria, pro-rata of one year of tender amount will be consider.
6. GST No. to be submitted & it is applicable as per Govt. Norms.
 - After opening of online Technical Bid, the procedure for the pre-qualification shall be adopted and the e-Price Bid of only successful qualified bidder shall be opened for final evaluation of the contract. The decision of Municipal Commissioner regarding the pre-qualification shall be final and binding to all the bidders.
 - Conditional tender will be rejected out rightly.
 - The agency shall also have to submit the documentary evidence for possessing the Electrical Contractor License, having registration of E-1 Class in Government, along with all other required documents during the physical submission within the stipulated date and time. The physical submission shall be made in Sealed Envelope and the name of work shall be super scribed on the top of the Envelope.
 - Technical bid with required documents and certified copies must be submit in physical on or before last date and time by **Reg. A.D. / Speed Post only to Dy. Exe. Engineer (Ele/Mech), Water Works – West Zone, Ele. /Mech. Dept., Room no. 12, First floor, Harisinhji Gohil Bhavan, B/H Big Bazaar 150 ft Ring Road, Rajkot-360005.**
 - The Tender of those bidder(s) who fail to submit the required documents physically within the stipulated date and time will be treated as non-responsive and their Price Bid will not be opened.
 - Price bid and price must be submitted only online n-procure procedure.
 - Bidder who fails to submit the required documents physically, their offer will be treated as non-responsive.

- The agency should not be Black Listed / Terminated / Debarred or connected with firm black listed in any States, CPWD / MES / Railways or any Govt. Semi-Govt, Autonomous Body or Pvt. Body. Also no complaint is lodged against the Firm / Company, for which, agency will have to submit fresh Notarized Affidavit on stamp paper of Rs. 300.
- Commissioner sir's Circulars uploaded with Tender must be submitted in attested copy.

Commissioner, Rajkot Municipal Corporation, Rajkot, reserves the right to accept / reject any or all e-Tender(s) without assigning any reasons thereof.

**Add. City Engineer
Water Works
Rajkot Municipal Corporation**

RAJKOT MUNICIPAL CORPORATION
Water Works, West Zone

Information of the Tenderer

NAME OF WORK : Preventive Operation & Maintenance of Mahila Swimming Pool for Three (3) Years.

Earnest Money :

Tender Fee :

Name of contractor :

Address & Tel.No. :

Date of filling Tender :

Witness :

Occupation :

Address :

Time Limit of work : Three years (If the work is found satisfactory,
 Contract can be extend with mutual understanding)

Details of Earnest Money (Bid Security):

Earnest Money Deposit (Bid Security) in favor of Commissioner, Rajkot Municipal Corporation, Rajkot, amounting to Rs. _____ bearing No. _____ dated _____ of _____ Bank (Nationalized Bank).

Electrical License No. :

GST No :

Labor License No. :

Provident Fund Reg No. :

ESI Reg. No. :

PAN NO :

Bank A/c Detail :

Signature of Contractor

A.E

D.E.E

Add. City Engineer

PRE-QUALIFICATION CRITERIA

Pre-Qualification for this work and relevant required certificates / documentary evidence are as below.

iii) **Financial Criteria:**

1. An average annual turnover of last seven financial years should not be less than 50% of tender amount.
2. Working capital should not be less than 25% of the estimated amount.
3. Solvency should not be less than Rs.2.00 Lacs

Note: Enhancement factor will be applicable as per tender protocol.

iv) **Experience Criteria**

1. Bidder should have completed at least one work of similar nature of 60% or two works of 50% of tender amount of either Government or Semi- Government as a main contractor in period of last seven years.
2. The Bidder / firm must have Electrical Contractor License and have registration in E-1 Class with Electrical Division of any State Government / West Government authority
3. Joint Venture is not permitted
4. Work of Water Treatment Plant, Sewerage Treatment Plant, Drainage Pumping Stations, Swimming Pool, Water Pumping Station, Head works, Mechanical R.C, Electrical R.C shall be considered as similar nature of work and its amount of work shall be considered for tender process.
5. For pre-qualification financial criteria, pro-rata of one year of tender amount will be consider.
6. GST No. to be submitted.
7. Commissioner sir's Circulars uploaded with Tender must be submitted in attested copy.

03. Availability of tools, plant & manpower.

1. The agency should have adequate number of tools, plant along with required experienced staff for carrying out this work.
(Details of staff & tools with agency must be submitted in tech bid physically duly certified.)

04. Certified copy of Registration certificates/documents as followed must be physically submit with authorized sign & stamp on each page of tech bid document.

1. Registration certificate in Govt.(Elect Dept.) in appropriate category of current year.
2. Registration as Electrical contractor of current year.
3. Provident Fund registration certificate.
4. The Chartered Accountant's audited financial reports of last seven years supporting financial strength of the bidder. (which showing turnover as well as working capital.)
5. Solvency certificate from any Nationalize or Schedule bank(Except co-op bank)
6. Experience certificates regarding this work issued by competent authority (3A form or Completion certificate)
7. Power of Attorney authorizing the person for signing the Tender.

8. The agency should not be Black Listed / Terminated / Debarred or connected with firm black listed in any States, CPWD / MES / Railways or any Govt. Semi-Govt, Autonomous Body or Pvt. Body. Also no complaint is lodged against the Firm / Company, for which, agency will have to submit fresh Notarized Affidavit on stamp paper of Rs. 300.
9. PAN No. registration
10. ESIC Registration No. must be submitted.
11. Commissioner sir's Circulars uploaded with Tender must be submitted in attested copy.
12. GST No. to be submitted & it is applicable as per Govt. Norms.

All above criteria must be full filled by the Agency & its supporting documents with certified copy must be submit with tech bid documents in physical, failing which bid evaluation committee evaluate the bid as per the documents submitted, Without necessary such documents, bid will be considered as non-responsive & treated as cancelled & price bid of such agency will not be open.

Signature of Contractor with stamp

A.E

D.E.E

Add. City Engineer

RAJKOT MUNICIPAL CORPORATION
Water works, West Zone

SCHEDULE – A
Estimate, scope of work, & staff requirement

Name of work : Preventive Operation & Maintenance of Mahila Swimming Pool for Three (3) Years.

Sr No	Description	Estimate Amount in Rs. for Three Years
1	Preventive Operation & Maintenance of Mahila Swimming Pool for Three (3) Years.	Rs. 23,87,500/-

Note: Prices to be quoted Online only inclusive of all taxes.

Note:

- The work is to be done in 2 shifts with each shift of 8 hours. The timing of each shift will be as under:

First Shift : 06-00 to 14-00 hours
 Second shift : 14-00 to 22-00 hours
General Shift : 10-00 to 18-00 hours.

- If there will absence of man power or less man power found in any shift during checking, penalty will be charged to contractor. Amount of penalty will be imposed as per the penalty clause.

Signature of Contractor with stamp

A.E

D.E.E

Add. City Engineer

:: GENERAL SCOPE OF WORK ::

NAME OF WORK : Preventive Operation & Maintenance of Mahila Swimming Pool for Three (3) Years.

Providing skilled / unskilled workers for running of Head works / pumping stations all works like; daily regular Operation of all electrical and mechanical machineries, cleaning of pump house & premises, chlorination, Operation of all inlet - outlet control valve of pure water GSR sump,& ESR - bypass and plant / gate valve, routine checking of Voltage, Ampere, Pressure & Temp. of Ele./Mech. Machineries and D.O & Fuse fitting etc. as well as maintenance work in three shifts should be done. Operation of D.G. set On/Off during the period of non-supply of power and D.G. set to be operated as per instruction. To Maintain required register & records of O&M related works as instructed by engineer in-charge.

Signature of Contractor with stamp

A.E

D.E.E

Add. City Engineer

The minimum numbers of skilled / unskilled labours for each shift for Preventive Operation and maintenance of the head works will be as under:

NAME OF WORK : Preventive Operation & Maintenance of Mahila Swimming Pool for Three (3) Years.

Sr.	Qty.	Description	Experience
1	2	Operator – Semi skilled & Work experienced. 1 person each shift x 2 shift (Male)	Experience of O&M of pumping machinery, Filter plant machinery etc.
2	2	Helper - Unskilled with 2 Person each shift x 2 Shift (Male)	Experience in valve Operation & other mechanical work
3	1	Sweeper / Garden care taker- Mali-Unskilled 1 Shift - General	NA

The presence of staff as per schedule & instruction in tender, at pumping station is compulsory. If while checking, any staff is found absent, the prevailing wages will be deducted from the bill of contractor and also deduct penalty per person as per the penalty mentioned in this tender & Also, in case of breach of any other condition of contract or work is not found satisfactory, penalty will be imposed as deemed fit by the Exe Engineer / City Engineer, Dy. Commissioner or commissioner, which will be binding to the contractor.

Signature of Contractor with stamp

A.E

D.E.E

Add. City Engineer

RAJKOT MUNICIPAL CORPORATION
Water works, West Zone

SCHEDULE – B
Details of machinery

NAME OF WORK : Preventive Operation & Maintenance of Mahila Swimming Pool for Three (3) Years.

Sr No	Details of Machinery	Total	Working	Standby
1.	15 HP Pump Set for circulation of water.	2	1	1
2.	Pump Set for chlorine dosing	1	0	0
3.	Pump Set for Priming	1	0	0
4.	05 HP Pump Set for circulation of water.	2	1	1
5.	02 HP Pump Set allied with syntax tank.	1	0	0
6.	03 HP Pump Set for Trolley.	1	1	2
7.	chlorine dosing unit	1	1	2
8.	Filter tank	1	1	1

Note:

1) Agency shall be informed to take site visit for Above mentioned machinery with allied starter panel, cables, accessories, MCCB, allied electrifications, Chlorination units etc and other materials on the site.

2) Rajkot Municipal corporation reserves rights to make any suitable change / modification / alteration / adding or removing any of the machinery at any time during contract period & such machineries. Operation & required routine maintenance shall be bound to the contractor.

Signature of Contractor with stamp

A.E

D.E.E

Add. City Engineer

RAJKOT MUNICIPAL CORPORATION
Water works, West Zone

SCHEDULE - C
Details of tools required on site

NAME OF WORK : Preventive Operation & Maintenance of Mahila Swimming Pool for Three (3) Years.

Details of Tools and Plants with Name (To be kept by the Agency during the period of contract)	Qty.
6 mm to 24 mm size Fix Spanner Set	01 Set
6 mm to 24 mm size Ring Spanner Set	01 Set
Pipe wrench of 24" and 36" size	01+01 No.
Screw Driver of size 6", 9" and 12"	2 Nos. each size
Insulated Pliers of 12" size	01 Nos.
Adjustable screw spanner size	01 No.
Hammer	01 No.
Testers	01 No
Chisels 12" x 6" (1 Nos. of each size)	02 No
Hacksaw frame with Hacksaw blade	01 No
Hand gloves for 11 KV, D.O. Rod and Tin coated D.O. Wire	01 Set
Torch / Battery (Chargeable)	01 No
Digital Multi meter with clamp on meter	01 No.

Note:

The tools should be arranged and kept in the cupboard by the agency.

Above tools in good condition should be kept at filter plant, of which, if goes out of stock or get damaged in that case such material (Hacksaw Blade, D.O. Wire etc.) should be kept on site by purchasing it. The responsibility to look after the above tools and plants at site rests with the successful tenderer.

Signature of Contractor with stamp

A.E

D.E.E

Add. City Engineer

RAJKOT MUNICIPAL CORPORATION
Water works, West Zone

SCHEDULE - D

Details of existing manpower (Skilled / Unskilled) available with the contractor

NAME OF WORK : Preventive Operation & Maintenance of Mahila Swimming Pool for Three (3) Years.

Sr No	Name of Skilled / Unskilled personnel	Educational Qualifications	Years of experience	Age

Note:

The contractor shall have to submit the details along with certificates like; Educational Qualifications, experience, age etc. as and when demanded.

Signature of Contractor with stamp

RAJKOT MUNICIPAL CORPORATION
Water works, West Zone

SCHEDULE - E

Details of work on hand and work completed by the Contractor

NAME OF WORK : Preventive Operation & Maintenance of Mahila Swimming Pool for Three (3) Years.

Sr No	Name of work	Details of works completed / on hand.	Name of department	Period	Remarks

Note:

Necessary documentary evidence for the works shown shall have to be submitted.

Signature of Contractor with stamp

RAJKOT MUNICIPAL CORPORATION
Water works, West Zone

TERMS, CONDITIONS AND SPECIFICATIONS OF CONTRACT

Name of work : Preventive Operation & Maintenance of Mahila Swimming Pool for Three (3) Years.

Special Instruction to the tenderer

1. Tender fees are non-refundable.
2. The Earnest Money Deposit will be refunded to the bidders only after an award / work order has been finalized.
3. All bidders must submit a Earnest Money Deposit in form of Demand draft only in favor of "Rajkot Municipal Corporation", Rajkot, from any Scheduled bank or Nationalized Bank (except Co-operative Bank) in India.
4. The Earnest Money Deposit (E-Tender Guarantee) will be forfeited in the event, the successful Tenderer fails to accept the contract and fails to submit the "Performance Guarantee Bonds to the Owner as stipulated in this e - Tender documents within seven days. (7) days after receipt of notice of award of contract.
5. The Earnest Money Deposit of the successful Tenderer shall be returned after the performance guarantee bond, as required, is furnished by the contractor.
6. No interest shall be paid by the owner on any e-Tender guarantee.
7. The successful tenderer shall have to pay the **security deposit @ of 5% of contract value** in favor of "Rajkot Municipal Corporation" in terms of Fixed Deposit Receipt or Bank Guarantee of Nationalized Bank, **valid for the period of 39 months** and enter into an agreement on stamp paper as per prevailing norms. It shall be incumbent on the Contractor to pay the stamp duty and the legal charges for the preparation of the contract agreement. security deposit of the successful Tenderer shall be returned after three Months from date of completion of work.
8. Conditional tender or tender submitted in other way will be summarily rejected.
9. Complete tender must be print out & submit with sign & stamp on each page of tech bid with required certified documents for qualifying their technical bid in the physical form.(Without Price-Bid or Price), before last date for physical submission by Reg. A.D / Speed post only.
10. Price bid must be submit only by e-Tendering procedure.
11. Bid evaluation shall be done as per the pre-qualification criteria by the tender evaluation committee as per the documents submitted in physically within time limit & committee or commissioner's decision shall be bounding to the contractor.

12. Rajkot municipal Corporation reserves its right to reject all or any of the tender without assigning any reason thereof.
13. In the event of dispute Commissioner's decision shall be bound to bidder or contractor.
14. Legal litigation shall be done only at the Rajkot Jurisdiction.
15. **The validity of the offer for the work shall be 150 (One hundred fifty) days from the date of opening of Price Bid.**
16. This work contract is for the most essential service of Rajkot Municipal Corporation for Water Supply to citizens of Rajkot city, so contractor should very clearly understood that no man made mistakes or negligence in O&M shall not be tolerated, in such condition decision of the Municipal Commissioner shall be bound to the concern contractor.
17. The Employer may propose an extension to the O & M Period with mutual consent by obtaining approval from competent authority & contract agreement shall be deemed applicable for that extended period .
18. No any other extra payment otherwise mentioned in this tender will be made towards any kind of tax or GST or cess or levy which ever is in force or may be in future.
19. Labor license (If Applicable) under labor contract act to be submitted by the agency whenever asked & 1 % of labor cess will be deduct from the Running bill of the contractor as perGR under the labor & employment department of Govt. of Gujarat.

A.E

D.E.E

Add. City Engineer

General Condition of the Contract.

1. The contractor shall depute the employees in each shift as per schedule, who can read, write & understand Gujarati language. Also Hindi will be allow.
2. This contract is for Operation of Swimming Pool as well as routine preventive maintenance like; oiling, greasing, minor electric fault, tightening of loose connection in electric panel, motor & in the machinery of pumping station is to be done. For the above routine preventive maintenance necessary oil, grease, cotton waste etc. is to be used of required Company/Brand as per instructions of engineer-in-charge on site. The contractor at his own cost shall keep in stock and make use of necessary ring, fix spanner set, insulated plier, screw driver, tester, screw spanners as well as pipe spanners etc tools on the site as per Schedule-C. Agency should maintain all required register as per instruction of I/C engineer.
3. Any type of fault, repairing, failure of power supply shall be informed immediately to the competent authority. In case of closure/failure of power supply by PGVCL should also be informed to PGVCL fault center in the respective area. During power failure at pumping station, the D.G. set shall have to be started immediately or as per the instructions of In charge-engineer. All necessary Operation for on/off of D.G. set should be carried out as per instructions of I/C engineer.
4. The contractor shall have to arrange for the skilled / unskilled staff as per tender requirement for Operation of machinery of pumping station in each shift and also avail **their ESIC policy with medical benefits. P.F. should be deposited with Government as per rules in force and same should be informed & Current PF – ESIC Receipt must be submitted to the competent authority on every month.**
5. The Swimming Pool machinery room and toilets-bathrooms & premises area should always be kept neat and clean.
6. The contractor should not depute any person below 18 years for the work. Also, if the behavior of any skilled / unskilled worker is found unsatisfactory, the contractor shall have to remove such worker from the work as may be instructed by Deputy Add. City Engineer (Mech., Elect.) / Exe Engineer either orally or in writing and if Higher officials refuse to continue any staff then in that case the contractor should not continue such staff for this work.

If and whenever any of the Contractor's assistants or other employees shall, in the opinion of the Engineer-In-Charge, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-In-Charge, it is undesirable for administrative or any other reason for person or persons to be employed in the works, the Contractor if so directed by the Engineer-In-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed shall not again be re-employed in connection with the works without the written permission of the Engineer-In-Charge. Any person, so removed from the works shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be required to repatriate any person removed from the works he shall do so after approval of Engineer-In-Charge and shall bear all costs in connection there with.

The Contractor shall be responsible for the proper behavior of all the staff and shall exercise proper control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employee from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employees so trespassing, the Contractor shall be responsible therefore and relieve the owner of all consequent claims, actions for damages or injury or any other ground whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this claim shall be final.

Contractor shall be responsible for Any illegal activity done by the contractor's employee in the premises or at pumping station, & its legal police action must be followed by the contractor.

Contractor shall also responsible for any theft or at the time of unwanted event contractor has to complete all required police or any other procedure at contractor's own cost.

Rajkot Municipal Corporation will impose penalty in case of any type of misbehavior of staff and for bad workmanship.

7. The contractor shall have to provide Identity Cards to the staff deputed for this work as per the instruction. If and when required by the owner, the Contractor's personnel entering upon the owner's premises shall be properly identified.
8. The contractor shall have to depute experienced operator for operating the machinery and HT/LT panel. The successful tenderer at the time of entering into an agreement shall have to submit the details of the staff to be deployed for this work.
9. The contractor shall have to maintain required registers at own cost for their employees to be deputed on this work, like Attendance Register. A format of Log Sheet will be provided by this office and the contractor shall have to prepare the log sheet accordingly.
10. On completion of time limit of the work, the contractor shall have to hand over the pumping station to Rajkot Municipal Corporation in fully working condition as per requirement. All the electrical, mechanical instrumentation (including standby) should be in working condition as per contract were awarded.
11. If the electrical, mechanical machinery needs to be taken away anywhere for the purpose of repair, the contractor shall have to make arrangement for loading and unloading of the same in the vehicle of Rajkot Municipal Corporation. After repairing of the same, unloading shall have to be carried out by the contractor as per instruction and at the place as instructed by the engineer-in-charge. No extra payment will be given for this work.
12. The contractor will be responsible for any incident of damage or injury to the staff during the work as well as the contractor will also be responsible for any claim etc. If the contractor fails to fulfill the claim to his staff for the injury or damage, Rajkot Municipal Corporation reserves the right to recover such amount of claim from the bill of contractor if the same is required to be fulfilled by Rajkot Municipal Corporation.
13. If any damage occurs to the machinery due to carelessness of the staff of the contractor, the contractor will have to bear the expense of repairing / replacement for the same. The

competent authority will decide the responsibility of damage, which will be binding to the contractor.

14. The contractor shall have to avail work compensation policy for the employees under him.
15. For the poor workmanship report in any manner, Commissioner reserves his right to put such contractor in black list of Rajkot Municipal Corporation for appropriate time.
16. The contractor shall have to provide mobile phone / landline phone at the concerned pumping station during the contract period & its number must be submit in written to the RMC .
17. The contractor or his authorize representative shall remain present at the site of work.
18. If the contractor fails to carry out the work either partly or fully, Deputy Add. City Engineer (Mech./ Elect.) of Rajkot Municipal Corporation will furnish notice to correct the same but even then if the contractor fails to do so, Rajkot Municipal Corporation will carry out the work at the risk and cost of the contractor by purchasing the material or Rajkot Municipal Corporation through other contractor or in any other way will carry out this work and the additional expenditure will be recovered from the contractor. If the work is carried out at the lower rates of the contractor then the contractor will not be entitled for any claim.
19. During the contract period employees deputed by the contractor go on strike and if there is be any damage to the material or property of Rajkot Municipal Corporation. Under such circumstances, if any dispute arises, the decision of Exe Engineer will be final and bound to the contractor. If Rajkot Municipal Corporation is required to incur any expenditure for this, the same will be recovered from the bill / Security deposit of the contractor.
20. The period of contract is for Three years. Rajkot Municipal Corporation reserves the right to terminate this contract at any time, for which, 15 day's notice will be given to the contractor.
21. The Municipal Commissioner reserve his rights to extend or terminate the contract period for reasonable time & extended time shall be bound to the concerned contractor.
22. The decision of Exe. Engineer/City Engineer regarding Preventive Operation & Maintenance of pumping station will be final and if the work is not completed as per oral or written instructions then Commissioner, Rajkot Municipal Corporation, Rajkot, reserves the right to terminate this contract.
23. On completion of the contract, the contractor shall have to return all goods, material in good condition to Rajkot Municipal Corporation. The amount deposited in terms of Security Deposit will be returned after three months of completion of work and after giving final bill to the contractor. But during this period, if any work or machinery of pumping station is found defective or damaged, contractor shall have to rectify the same satisfactorily. If the contractor fails to do so, Rajkot Municipal Corporation will recover such expenses from the security deposit of the contractor.
24. When the chlorine tonner or cylinder for chlorination gets empty, new tonner received should be unloaded by using new lead washer and charge loading should be done and the empty chlorine tonner should loaded in the vehicle of Rajkot Municipal Corporation. In this connection, necessary material will be provided by Rajkot Municipal Corporation.

25. The contractor will be responsible for maintaining equipments day- to- day and periodic maintenance resulting into running of Pumping Station in good and efficient manner.
26. If the leakage in any of the sluice valve is observed, graphite cord should be inserted and greasing should be done to stop the leakage. Graphite cord provided by contractor.
27. The payment of bill of PGCVCL will be done by Rajkot Municipal Corporation. The employees of contractor should take due care to avoid the expenditure towards penalty etc. Power factor ($\cos \phi$) shall be maintain above 0.95 such a way, so that Rajkot municipal corporation can get extra benefit from bill. If there will be any penalty due to poor power factor, penalty will be deducted from contractor's bill. If, any parts require for improve poor power factor, same will be provided by RMC or if supplied by contractor, payment will be done for that as per Annexure-I.
28. In case of any dispute arising during the course of execution, the matter should be referred to Municipal Commissioner who will be sole Arbitrator whose decisions will be final and binding to the Contractor.
29. The employees / labors of the contractor will have no claim in Rajkot Municipal Corporation in any manner. Also, claim in any from the heirs of employees / labours will not be entertained.
30. The contractor will be responsible for any litigation arising out of any legal matter / petition / Labor Laws etc. for this work.
31. The contract is very important for providing health related drinking water supply service to the citizen of Rajkot. The contractor shall have to carry out the work of Pre. Operation, maintenance and repairing very carefully and within the stipulated period of time and completely by implementation of tender conditions, specifications and instructions given from time to time. The instructions given to the contractor should be followed scrupulously.
32. The contractor will be fully responsible for financially for this work for any new taxes levied by the State or West Government or local Government in future.
33. As per the Labor Act, only eight hours work shall have to be taken from any of the employee and as such one and the same employee will not be permitted to work for two shifts. Weekly off shall have to be given to the employees as per the rules and arrangement for off reliever is to be done accordingly by the contractor.
34. The contractor shall have to arrange for all necessary skilled / unskilled staff for Pre. Operation and maintenance of the pumping station. Any of the employee of contractor working in pumping station will not be treated as employee of Rajkot Municipal Corporation and also will not be entitled for submission of any claim or petition, for which, the legal responsibilities rests with the contractor.
35. Absence of man power or less man power found in pumping station during checking, penalty will be charged to contractor. Amount of penalty will be imposed as per the penalty clause.

36. The contractor needs to be contacted at any given time during 24 hours and as such the contractor shall have to provide his Mobile number, which shall have to be mentioned at the time of entering into an agreement.
37. The contractor shall have to submit the bills of PGVCL and Telephone bills to water works West zone office room no 8 A, second floor immediately. Also, it will be the responsibility of the contractor to see that the telephone is used only for the purpose of work of Rajkot Municipal Corporation. The amount of telephone bill for the work other than the work of Rajkot Municipal Corporation, shall have to be paid by the contractor.
38. The contractor cannot sublet this work. If it is found that the contractor has sublet this work, this contract will be summarily terminated and legal action will be taken against the contractor. In this connection, the decision of Commissioner, Rajkot Municipal Corporation, Rajkot, will be final and binding to the contractor for this work. If the contract is terminated then Rajkot Municipal Corporation will carry out this work through other agency at the risk and cost of the contractor.
39. The contractor shall have to carry out the Pre. Operation and maintenance work of the existing machinery in the pump house, however, if any other machinery over and above is provided in the pumping station then the contractor shall have to carry out the Pre. Operation and maintenance work of the said machinery also.
40. In case of any ambiguity found in specifications etc., the decision of Ex. Engineer /City Engineer / Dy. Commissioner or Commissioner shall be final and bound to the contractor.
41. Check and clean whole DG set with canopy. (if DG set is there.)
42. Maintain registers correctly with proper details such as; No. of hours of Pre. Operation, tantalyzer reading, stock register of diesel etc.

Required diesel shall be provided by RMC.
43. For D.G. set, check coolant water level in Radiator and distilled water level in battery. If water level in Radiator and Battery is found low water should be added and the level should be maintained. The coolant and distilled water will be provided by RMC.
44. For D.G. set, in case the existing battery gets discharged the contractor shall have to inform immediately to concern engineer in-charge of RMC.
45. Contractor shall be responsible for operating all valves within pumping station premises & also to main intake / off take valve of GSR sump outside of premises.
46. If necessary, in unavoidable circumstances, contractor shall operate valves outside pumping station premises also.
47. Contractor shall give full attendance towards maintain GSR-ESR water levels as per requirement. If level not maintain, contractor shall inform to engineer in-charge immediately.
48. The RMC shall deduct from the amount payable to the Contractor, any amount paid by RMC on behalf of the Contractor e.g. (Telephone bills or any other dues and

liquidated damages, **Tools & Tackles** as per clause and, as per tender terms and condition. Any excess telephone bills submitted by telephone department, the cost of bills will be borne by Contractor.)

49. Oil level in D G set should be checked by contractor & if oil level reduced or required to be change than immediately inform to concern engineer in-charge of RMC, oil shall be supply by RMC for D G set only.
50. In case of failure of screw and nut, sluice valves, plate valves, sluice valves / butterfly valves at the pumping station the same shall have to be informed to the competent authority and maintenance of each valve should be done as and when required.

Litigation

In the event of dispute, Commissioner's decision shall be bound to bidder or contractor.

Legal litigation shall be done only at the Rajkot Jurisdiction.

INSURANCE

1.0 General Conditions

1.1 Without limiting the Contractor's obligations, responsibilities and liabilities under these Conditions, the Contractor shall be required to provide and maintain in full force and effect, at his expense the insurance coverage's for the O&M Period. Any deductibles on the insurance shall be to the account of the Contractor.

1.2 Maintenance of insurance shall not relieve the obligation of the Contractor to remedy or repair any damage to the Facility in case such damage is caused due to the fraud, negligence, willful misconduct or breach of any obligations of the Contractor under these Conditions (including failure to perform the O & M Services in accordance with Good Operating Practices) at the Contractors cost promptly and regardless of the extent of settlement of claims by the underwriters or the time taken for settlement of claims. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor to the extent any such liability or damage is caused due any breach of any obligations of these Conditions (including failure of the Contractor to perform the O&M Services in accordance with the Good Operating Practices) by the Contractor or any willful misconduct, negligence on the part of the Contractor.

1.3 The terms of the Insurance shall be approved by the Employer.

1.4 The Contractor shall not make any alteration to the terms of any insurance without the prior approval of the Employer. If the Contractor fails to effect and keep in force any of the insurance it is required to effect and maintain under these Conditions, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the Employer may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due and may claim the same from the Contractor.

1.5 Contractor must purchase a valid Work Compensation insurance policy for their employee & its copy must be submit to RMC.

1.6 The insurances shall:

- (a) Shall be in the name of the Employer and the Employer shall be the sole loss payee,
- (b) Shall be extended to cover liability for all loss and damage to the Employer's property arising out of the Contractor's performance of his obligations or failure to do so under these Conditions and any fraud, gross negligence or willful misconduct on his part, and If the Contractor fails to effect and keep in force insurance which is required to be maintained under these Conditions, and the Employer neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which would have been recoverable pursuant to such insurance shall be paid by the Contractor.

1.7 The natural Calamity, Fire etc. Insurance shall be limited for Electrical/Mechanical equipments should be on Account of RMC “All Risk Type Policy” of manpower engaged to work by Tenderer should be on Account of Tenderer.

INDEMNIFICATION

1.1 Loss or Damage to Facilities

The Contractor shall at its own expense make good any physical loss or damage to the Facilities occasioned by it in the course of the performance of its obligations under these Conditions if and to the extent such loss or damage is caused by the negligence, wilful default or breach of statutory duty or failure to follow Good Industry Practices by the Contractor.

1.2 Other Loss or Damage

1.2.1 Except as otherwise stated in this Clause 7.2 or covered by Clause

1.3, the Contractor shall indemnify, defend and hold harmless the Employer against any and all liabilities, losses, damages and claims of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties or any employee of the Employer or the in respect of loss of or damage to any third party property or property belonging to employee of the Employer by: Any breach by the Contractor of its obligations hereunder; and

(ii) any negligence, willful default or breach of statutory duty on the part of Contractor.

1.2.2 Except as otherwise stated in this Clause 7.2 or covered by Clause 1.3,

the Employer shall indemnify, defend and hold harmless the Contractor for all claims and losses of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties or of any person employed by the Contractor in respect of loss of or damage to any third party property or property belonging to any person employed by the Contractor to the extent that the same arises out of any Employer's Risk.

1.3 Accidents or Injury to Workmen

1.3.1 The Contractor shall indemnify, defend and hold harmless the Employer or any Employer's Personnel against any and all claims for loss, damage and expense of whatever kind and nature (including all related costs and expenses) in respect of the death of or injury to any person employed by the Contractor in connection with the performance of the O&M Services and obligations hereunder except to the extent that such death or injury is caused by an Employer's Risk.

1.3.2 Neither Party shall be liable to the other Party for loss of use of the Facilities, loss of profit, loss of any contract or for any indirect or consequential loss or damage which in connection with the other Party in connection with the Contract, may suffer, other than under Sub-Clause [13] and this Clause.

1.3.3 The total liability of the Contractor to the Employer, under or in connection with these Conditions other than as provided in Clause 1.3.2 & 14 shall not exceed the sum of the O&M Price and the Delay Damages payable under these Conditions. This Sub-Clause shall not limit liability of the Contractor in case of fraud, willful default, gross negligence and liabilities arising due to breach of Applicable Law and the liability under any other Clause of these Conditions that might impose a greater liability on the Contractor.

Penalty provisions:

1. For the absent of staff penalty charge will be imposed in the running bill as provided below.

- | | |
|------------------------|--------------------------------|
| 1. Pump/Plant Operator | Rs.500.00/- Per day per person |
| 2. Helper | Rs.400.00/- Per day per person |

For the breach of any other contract condition, Add. City Engineer's, or Dy. Commissioner's or Commissioner's decision shall be bound to the Contractor.

Criteria Liquidate damages for termination of contract:

- a. When Total Liquidate damages shall exceed than 10% of the contract amount department can terminate the contract giving 8 Day's notice to contractor.
- b. In event of termination of contract, SD of the contractor shall be forfeited and department can make other suitable arrangement for the remaining work of contract.
- c. The contractor whose contract has terminated such contractor shall not eligible to lift the tender under this office.
- d. In general L.D. 0.1 % of contract value per day and shall be subject to the maximum amount of 10 % of contract value put to tender.

Mode of payment:

1. After satisfactory work completion running bill shall be prepared as decided by competent authority and payment will be made on availability of Fund.
The contractors request for payment shall be made to RMC in writing accompanies by invoice along with presence sheet of personals, as may be asked, duly certified by RMC Asst Engineer Or supervisor or engineer in charge on site.
 - 1.1. Monthly O&M report (If Required) of pumping station as instructed by Engineer in-charge.
 - 1.2. On the part of social responsibility towards employees of bidder contractor should pay as sanctioned value & all other benefits like PF, Insurance, ESI, etc., to his employees & for that purpose documentary evidence must be produce to RMC at every month.

Running bill per month shall be prepared according to below:

Year	Estimated Bill Amount	Monthly bill payment to the bidder
1 st Year	Rs.7,34,526.00	(Estimate plus + or - %) / 12
2 nd Year	Rs.7,95,736.00	(Estimate plus + or - %) / 12
3 rd Year	Rs.8,56,947.00	(Estimate plus + or - %) / 12

First running bill will be paid after procurement of tools mentioned in Schedule-C.

1. No any other payment shall be made towards advance payment or Down payment or any other taxes, GST, levies or cess what so ever by any West Govt / State Govt / Local authority in force or may be in future.
2. Running bill shall be made as per the rules of RMC & its payments will be made as per the Rules of RMC at Time to Time.
3. If the any excess payment made to or any recovery from contractor by the RMC at any account shall be liable to be recovered from the amount payable to the contractor / supplier under this clause.
4. The RMC shall deduct from the amount payable to the Contractor, any amount paid by RMC on behalf of the Contractor e.g.(telephone bills or any other dues and liquidated damages, **Tools & Tackles** as per clause and, as per tender terms and condition. Any excess telephone bills submitted by telephone department, the cost of bills will be borne by Contractor.)
5. Number of employees to be provided may vary time to time on the basis of actual work load. Accordingly, payment shall be made on the basis of actual manpower provided as per the formula above. No minimum or Maximum payment shall be made as guaranteed work.

The contractors request for payment shall be made to RMC in writing accompanied by invoice along with presence sheet of personals of particular month duly certified by RMC Asst Engineer Or supervisor or engineer in charge on site.

1. Employee Provident fund receipt of past month.
2. ESIC Receipt of past month
3. Monthly O&M report (If Required) of pumping station as instructed by Engineer in-charge.

I/We have read the above terms, conditions and specifications and agree to carry out the above work accordingly.

Signature of Contractor with stamp

A.E

D.E.E

Add. City Engineer