

RAJKOT MUNICIPAL CORPORATION RAJKOT



WATER WORKS (WEST ZONE)

Technical Bid

e-Tender No.: _____
WW/2021-22

:: NAME OF WORK ::

Operation & Preventive Maintenance of 150' Ringroad Pumping Station.

Milestone dates for e-tendering are as under		
1.	Downloading of e-Tender documents	06-09-2021 to 27-09-2021 up to 18:00 hr
2.	Last date & time for Online submission of e-Tender	27-09-2021 up to 18:00 hr
3.	Physical submission of EMD, Tender fee and other documents i.e. Experience certificate, Registration Class Certificate, Electrical Contractor License etc.	30-09-2021 up to 18:00 hr
4.	Opening of online Tech bid tender	01-10-2021 at 12:00 Noon onwards
5.	Opening of online Price Bid (If possible)	05-10-2021 at 12:00 Noon onwards
6.	Bid Validity	180 Days

For further particulars, visit us on (1) www.rmc.nprocure.com (2) www.rmc.gov.in

**Add. City Engineer
Water Works - West Zone
Rajkot Municipal Corporation
Shree Harisinhji Gohil Bhavan
B/h Big Bazar, 150' Ring Road
Rajkot - 360 005
M; 97234 51964**

I N D E X

**Name of work : Operation & Preventive Maintenance of 150'
Ringroad Pumping Station.**

Sr. No.	Description	Page No.
1.	e-Tender inviting notice	03
2.	Information of tenderer	05
3.	Affidavit Format	06
4.	Pre-Qualification criteria	07
5.	Schedule - A, Estimate & Scope of work & Manpower Requirement	09
6.	Schedule - B, Details of Pumping Machinery	12
7.	Schedule - C, Tools Requirement	13
8.	Schedule - D, Details of Manpower with Agency	14
9.	Schedule - E, Details of work completed by Agency	15
10.	Special Instruction to the tenderer	16
11.	Special General Condition of the Contract	18
12.	Litigation	25
13.	Insurance	25
14.	Indemnification	26
15.	Force Majeure	28
16.	Penalty Provisions	30
17.	Criteria for liquidated damages	31
18.	Mode of Payment	32

RAJKOT MUNICIPAL CORPORATION
Water Works, West Zone

e-Tender Notice

The e-tenders are invited with Two bid system by Add. City Engineer, Water Works, West Zone, Rajkot Municipal Corporation, Shree Harisinhji Gohil Bhavan, 150' Ring Road, Rajkot-360005, from the experienced, & financially sound contractors possessing equipments and having trained technicians for the below mentioned work:

Sr. No.	Name of work	1) Estimated cost in Rs. for three(3) year 2) EMD 3) e-Tender fee 4) Time limit of work
1.	Operation & Preventive Maintenance of 150' Ringroad Pumping Station.	1) 30,08,140.00 2) 90,300.00 3) 1875.00 4) 3 Year

Milestone dates for e-tendering are as under

Milestone dates for e-tendering are as under		
1.	Downloading of e-Tender documents	06-09-2021 to 27-09-2021 up to 18:00 hr
2.	Last date & time for Online submission of e-Tender	27-09-2021 up to 18:00 hr
3.	Physical submission of EMD, Tender fee and other documents i.e. Experience certificate, Registration Class Certificate, Electrical Contractor License etc.	30-09-2021 up to 18:00 hr
4.	Opening of online Tech bid tender	01-10-2021 at 12:00 Noon onwards
5.	Opening of online Price Bid (If possible)	05-10-2021 at 12:00 Noon onwards
6.	Bid Validity	180 Days

For further particulars, visit us on (1) www.rmc.nprocure.com (2) www.rmc.gov.in

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 Nationalize Bank or as per bank list of latest GR of Finance Department.

The agency submitting the tender shall have to produce documentary evidence for full filling of pre-qualification criteria mentioned in the technical bid. Failing which bid of such agency shall be consider as Non-responsive & stands to cancelled.

▪ **The pre-qualification requirement is as under:**

i) Financial Criteria:

1. An average annual turnover of last seven financial years should not be less than 50% of the tender amount of one year.
2. Working capital must not less than 25% of the tender amount of one year and Solvency must not be less than Rs. 2.00 lac.

Note:

Enhancement factor at 10 % per year for last seven years will be applicable to arrive average annual turnover and finalize the magnitude of work done in last seven years.

ii) Experience Criteria:

- The bidder should possess following minimum experience.
 - (1) Bidder should have satisfactorily executed at least one work of similar nature (similar nature means- Municipal service like Water Pumping Station, STP, Drainage Pumping Station, Water Treatment Plant, Swimming pool, Pumping Station, Head Works, Electrical and Mechanical maintenance Rate Contract etc) of 60% or two work of similar nature of 50% average of three year tender amount (for a period of one year) 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 or above with Electrical Division of any State Government / Central Government authority.
 - (3) Joint Venture not permitted.
- 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 Tenders will be out rightly rejected.
- The agency shall also have to submit the documentary evidence for possessing the Electrical Contractor License, having registration of 'E-1' Class or above in Electrical Department 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 & certified copies must be submit in physical on or before last date & time by Reg. A.D. / Speed post only to the office of the Deputy Executive Engineer (Mech.), Room No.-12, Shree Harisinhji Gohil Bhavan, B/H. Big Bazaar, 150' Ring Road, Rajkot Municipal Corporation (West Zone Office), Rajkot-360005.
- The Tender of those bidder(s) those who fail to submit the required documents physically within given stipulated date and time will be treated as none responsive and their Price Bid will not be opened.
- Price bid & price must be submitting only by online n-procure procedure.

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
Rajkot Municipal Corporation**

RAJKOT MUNICIPAL CORPORATION
Water works, West Zone

Information of the Tenderer

Name of work : Operation & Preventive Maintenance of 150' Ringroad Pumping Station.

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 extending with mutual understanding)

Details of Earnest Money (Bid Security):
Earnest Money Deposit (Bid Security) in favour of Commissioner, Rajkot Municipal Corporation, Rajkot, amounting to Rs. _____ bearing No. _____ dated _____ of _____ Bank (Nationalized Bank or as per bank list of latest GR of Finance Department).

Electrical License No. :

Labor License No.
(If applicable) :

Provident Fund Reg. No. :

Service Tax Reg. No. :

PAN No. :

Bank A/c Detail :

Signature of Contractor

Dy. Exe. Engineer
Rajkot Municipal Corporation

Add. City Engineer
Rajkot Municipal Corporation

RAJKOT MUNICIPAL CORPORATION
Water works, West Zone

DETAILED PRE-QUALIFICATION CRITERIA

Pre-Qualification for this work should be match with value of estimate of work & relevant required certificates / documentary evidence are as below.

01. Financial capacity of the agency.

1. An average annual turnover of last seven financial years should not be less than 50% of tender amount of one year.
2. Working capital must not less than 25% of the tender amount of one year and Solvency must not be less than Rs. 2.00 lac.

Note:

Enhancement factor at 10 % per year for last seven years will be applicable to arrive average annual turnover and finalize the magnitude of work done in last five years.

02. Experience Criteria.

The bidder should possess following minimum experience.

1. Bidder should have satisfactorily executed at least one work of similar nature (similar nature means- Municipal service like Water Pumping Station, STP, Drainage Pumping Station, Water Treatment Plant, Swimming pool, Pumping Station, Head Works, Electrical and Mechanical maintenance Rate Contract etc) of 60% or two work of similar nature of 50% average of three year tender amount (for a period of one year) 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 or higher with Electrical Division of any State Government / Central Government authority.
3. Joint Venture is not permitted.

03. Availability of tools, plant & manpower.

1. The agency should have adequate number of tools & plant along with adequate numbers of experienced staff carrying out the work.
(Details of staff & tools with agency must be submitted in tech bid with physical certified certificate copy of the staff.)

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 Government (Elect. Dept.) in appropriate category.
2. Registration as Electrical Contractor.
3. Provident Fund registration certificate.
4. E.S.I. certificate.
5. Professional tax registration certificate (if not available you have to submit within three months from the date of award).
6. PAN number registration.
7. The Chartered Accountant's audited financial report (working capital and turnover certificate) for last seven years for financial strength of the bidder.
8. Solvency certificate from any Nationalize or Schedule Bank (except Co-operative Bank).
9. Experience certificates regarding this work issued by competent authority.

10. Power of Attorney authorizing the person for signing the Tender and attending pre-Bid meetings and give any clarification asked by department.
11. The agency should not be Black Listed/Debar/Terminated anywhere in India, for which, agency will have to submit fresh Notarized Affidavit.

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 within given time, bid will be considered as non-responsive & treated as cancelled & price bid of such agency will not be open.

Signature of Contractor with stamp

SCHEDULE – A
Estimate, Scope of work & Staff requirement

Name of work : Operation & Preventive Maintenance of 150’ Ringroad Pumping Station.

ESTIMATE

Sr. No.	Description	Estimate Amount in Rs. for Three Years	
1.	Operation & Preventive Maintenance of 150’ Ringroad Pumping Station.	1 st year amount	9,25,581.60
		2 nd year amount	10,02,713.40
		3 rd year amount	10,79,845.20

I/We agree to carry out the above-mentioned work at the rate I/We mentioned.

Note: -

1. The work is to be done in 3 shifts with each shift of 8 hours. The timing of each shift will be as under:

General Shift : 08:00 to 16:00 hours
First Shift : 06:00 to 14:00 hours
Second shift : 14:00 to 22:00 hours
Third Shift : 22:00 to 06:00 hours

2. If the plant remains closed due to lack of water, contractor shall have to arrange for Security Guard separately, for which, Rajkot Municipal Corporation will make the payment separately for each shift as per the prevailing norms. However, Rajkot Municipal Corporation will not make any payment to other workers under above circumstances.

Signature of Contractor with stamp

GENERAL SCOPE OF WORK

Providing semi skilled / unskilled workers for running of head works / pumping stations and all works like; daily regular operation of all electrical and mechanical machineries, cleaning of pump house & premises, level management of ESR-GSR, pre and post chlorination, operation of all inlet-outlet control valve of pure water GSR sump, ESR bypass and plant / gate valve etc. Loading & un-loading of chlorine tonners, charging of chlorine tonners as well as Preventive maintenance work in three shifts should be done. Operation of DG set on/off during the period of non-supply of power and DG set to be operated once in a week as per instruction. To maintain required register & records of O&M related works as instructed by engineer in-charge of RMC.

Signature of Contractor with stamp

The minimum numbers of skilled/semi skilled/unskilled labours for each shift for operation and preventive maintenance of the head works (pumping station) will be as under:

Sr. No.	Name of post	Nos.	Age	Experience
1.	Pump Operator (Semi skilled)	1 (One) in each Shift	More than 20 years	3-year experience of O&M of pumping machinery & operation of DG set and HT-LT work.
2.	Helper /sweeper (Unskilled)	1 (One) in each Shift	More than 20 years	Experience in valve operation & other mechanical work.

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 Add. City Engineer/City Engineer, In-charge Engineer, which will be binding to the contractor.

Signature of Contractor with stamp

RAJKOT MUNICIPAL CORPORATION
Water works, West Zone

SCHEDULE – B
Details of Pumping Machinery

**Name of work : Operation & Preventive Maintenance of 150’
Ring road Pumping Station.**

Sr. No.	Details of Machinery		Total	Working	Standby
	HSCF pump set				
1.	100 HP Induction Motor, Make: C&G 100 HP HSCF Pump, Make: Kirloskar H=40 m, D=500 m ³ /hr		4	2	2
2.	100 HP SCF Pump. Make: Jasco H=40 m, D=500 m ³ /hr		4	2	2
2.	320 KVA DG Set	Engine: Cummins Alternator: Stamford	1	1	0
3.	Vacuum Feed Chlorine Unit		1	1	0
4.	Other Pumping Related Machineries (Transformer, Electric Penal, Valves, Flowmeter etc.)		1 lot	1 lot	0

Note: -

1. Above mentioned machinery with allied starter panel, cables, accessories, change over switch, MCCB, ACB, VCB, Transformer yard & allied electrifications, etc.
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

SCHEDULE - C
Details of tools required on site for O&M

Name of work : Operation & Preventive Maintenance of 150' Ringroad Pumping Station.

Sr. No.	Details of Tools and Plants with Name (To be kept by the Agency during the period of contract)	Qty.
1	6 mm to 52 mm size Fix Spanner Set	01 Set
2	6 mm to 52 mm size Ring Spanner Set	01 Set
3	6 mm to 38 mm size Box Spanner Set	01 Set
4	Pipe wrench of 24" and 36" size	01Nos.
5	Screw Driver of size 6", 9" and 12"	02 Nos. each size
6	Insulated Pliers of 12" size	02 Nos.
7	Long Nose Plier 12" size	02 Nos.
8	Adjustable screw spanner size 12" and 18"	01+01 Nos.
9	Hammer 1 Kg and 2 Kg	01+01 Nos.
10	Testers	02 Nos.
11	Chisels 12" x 6" (2 Nos. of each size)	02 Nos.
12	Hacksaw frame with Hacksaw blade	01 Nos.
13	Hand gloves for 11 KV, D.O. Rod and Tin coated D.O. Wire	01 Set
14	Phawara	01 Nos.
15	Bowls	01 Nos.
16	Trikam	01 Nos.
17	Plastic bucket 10 liters	02 Nos.
18	1/2" cord	30 Mtr.
19	Torch / Battery (Chargeable)	02 Nos.
20	Digital Multi meter with clamp on meter	01 Nos.
21	Blower	01 Nos.

Note: -

1. The tools should be arranged and kept in the cupboard by the agency.
2. Above tools in good condition should be kept at head works 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

SCHEDULE - D
Details of existing manpower(Skilled /Semi Skilled / Unskilled)
available with the contractor

**Name of work : Operation & Preventive Maintenance of 150’
Ringroad Pumping Station.**

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

SCHEDULE - E
Details of work on hand and work completed by the Contractor

**Name of work : Operation & Preventive Maintenance of 150'
 Ringroad Pumping Station.**

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

TERMS, CONDITIONS AND SPECIFICATIONS OF CONTRACT

Name of work : Operation & Preventive Maintenance of 150' Ringroad Pumping Station.

A. 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 has been finalized.
3. All bidders must submit Earnest Money Deposit in form of Demand draft only in favor of "Rajkot Municipal Corporation", Rajkot, from any Nationalize Bank or as per bank list of latest GR of Finance Department.
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 Bond" to the Owner as stipulated in this e-Tender documents within seven 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 at the rate of 3% of Tender amount or contract value whichever is more in favor of "Rajkot Municipal Corporation" in terms of Fixed Deposit Receipt or Bank guarantee or D.D. of Nationalized Bank or as per bank list of latest GR of Finance Department valid for the period of 40 months and enter into an agreement on stamp paper of appropriate value as per Government norms in favor of Rajkot Municipal Corporation in prescribed format of Rajkot Municipal corporation.
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 only.
15. The validity of the offer for the work shall be 180 (One hundred Eighty) 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 understand that no man-made mistakes or negligency 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 cess or levy whichever is in force or may be in future.

B. Special General Condition of the Contract: -

1. The contractor shall depute the employees in each shift as per schedule, who can read and write & understand Gujarati language & also with Hindi & English. Knowledge of computer application will be preferable.
2. This contract is for operation of head work / pumping station as well as routine operation & preventive maintenance like; oiling, greasing, repairing, tightening of loose connection of cables in electric panel, motor and in the machinery of pumping station is to be done. In this connection, 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.
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 DG set shall have to be started immediately or as per the instructions of In-charge-engineer. All necessary operation for on/off of DG set should be carried out as per instructions of 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 group insurance / ESI with medical benefits. PF should be deposited with Government as per rules in force and same should be informed to the competent authority of this work.

Bidder has to quote his own rate taking in to consideration PF and ESIC for his employees all formalities pertaining to PF and ESIC are required to be fulfilled by the contractor. Responsibility will remain exclusively on the part of the contractor.

5. The Pumping stations machinery room & premises area should always be kept neat and clean.
6. All buildings, bathrooms and toilets shall be cleaned daily with water. In this connection, necessary acid, harpic, phenyl, air freshener, washing powder, brooms, wire brush, duster, bamboo, toilet soap, Cotton waste, shall have to provided by the contractor and make use of them as and when required. All ventilation, doors-windows should be cleaned and kept in good condition.

7. 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 Dy. Exe. Engineer (Elect./Mech.) / Add. City 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, foreman, workmen and others 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.

8. The contractor shall have to provide at own cost Dress code and 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.
9. The contractor shall have to depute experienced operator for operating the machinery and HT/LT panel.
10. The contractor shall have to maintain required registers at own cost for their employees to be deputed on this work, like Attendance Register, Leave Register, etc required as per the provisions of Labor Law.
11. 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.
12. Routine preventive maintenance of Mechanical / Electrical machineries to be carried out by employees of contractor where major fault in any machinery like Pump, Motor, Starter panel, Sluice valve, Gate Valve, Gear Boxes, DG set servicing, Transformer repairing etc shall be done by RMC through separate rate contract but regardless this contracted agency to take due care for operation of machinery with good industrial practice.
13. 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.
14. 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.
15. The contractor shall have to avail WC policy for the employees under him.
16. Add. City Engineer may order prior 7 days for additional number of skilled / unskilled labour as per the requirement of work on contracted site or at any other RMC's work site, which will be binding

to the contractor and payment will be made as mentioned in mode of payment section.

If there is a any excess man power found during the contract period Add. City Engineer will give 7 day's prior notice to the Contractor to remove such excess manpower from the work & payment deduction shall be made on pro-rate bases.

17. 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.
18. The contractor or his authorize representative shall remain present at the site of work.
19. If the contractor fails to carry out the work either partly or fully, Dy. Exe. Engineer (Elect./Mech.) 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.
20. 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 Add. City 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 running bill / security deposit of the contractor.
21. The period of contract is for Three years. Rajkot Municipal Corporation reserves the right to terminate this contract at any time, for which, 7 day's notice will be given to the contractor.
22. The Municipal Commissioner reserves his rights to extend or terminate the contract period for reasonable time & extended time shall be bound to the concerned contractor.
23. The decision of Add. City Engineer regarding operation 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.
24. 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.
25. When the chlorine tonner or cylinder for chlorination gets empty, new tonner received should be unloaded by using new led washer and charge loading should be done and the empty chlorine tonner should load in the vehicle of Rajkot Municipal Corporation. In this connection, necessary material will be provided by Rajkot Municipal Corporation.
 26. The contractor will be responsible for all types of preventive maintenance. The contractor will also be responsible for maintaining equipments day-to-day and periodic maintenance resulting into running of pumping station in good and efficient manner.
 27. 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.
 28. The payment towards bill of PGVCL 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 maintaining 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.
 29. 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.
 30. 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.
 31. The contractor will be responsible for any litigation arising out of any legal matter / petition / Labor Laws etc. for this work.
 32. 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 operation, preventive maintenance 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.

33. The contractor will be fully responsible for financially for this work for any new taxes levied by the State or Central Government or local Government.
34. The contractor shall have to arrange for all necessary skilled / unskilled staff for operation and preventive 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.
36. 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. For any other careless of contractor's employee penalty as per decision of Add. City Engineer or deputy executive engineer will be final.
37. 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.
38. The contractor shall have to submit the bills of PGVCL and Telephone to the Water works branch, West zone office, Room no.-12, 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.
39. 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.

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.

40. The contractor shall have to carry out the operation, preventive maintenance 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 operation,

preventive maintenance and repairing work of the said machinery also.

41. In case of any ambiguity found in specifications etc., the decision of Add. City Engineer/ Dy. Commissioner or Commissioner shall be final and bound to the contractor.
42. Check and clean whole DG set with canopy. (If DG set is there.)
43. Maintain registers correctly with proper details such as; No. of hours of operation, totalize reading, stock register of diesel etc. Required diesel shall be provided by RMC.
44. For DG set, check coolant water level in Radiator and distilled water level in battery. If water level in Radiator and Battery gets reduced, water should be added and the level should be maintained. The coolant and distilled water should be arranged and procured by the the RMC & its required stock shall be managed by O&M agency.

Separately RMC have DG Set (engine and alternator) repairing / servicing contract so agency requires making coordination with other contracting agency for smooth running of DG sets. Regardless this O&M agency shall be liable for operation of DG set properly as good industrial practice.

45. For DG set, in case the existing battery gets discharged; the contractor shall have to inform immediately to concern engineer in-charge of RMC.
46. If necessary, in unavoidable circumstances, contractor shall operate valves outside pumping station premises also.
48. 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 of RMC immediately.
49. As per Factory Act and as per the instructions of Factory Inspector, Attendance Register, Salary Statement, Identity Card Register etc. for the employees on site should be prepared and maintained. The Licence fee as per Factory Act will be paid by Rajkot Municipal Corporation.

Contractor should avail labour license as per Contract Labour act 1970 (Regulation and Abolition)

If 10 or more employees are working under his agency, contractor must have ESI number. As per the provisions under ESI act and must provide benefits to employees under ESI act and provide details of the same to RMC.

50. Oil level in DG 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 DG set only.
51. In case of failure of screw and nut, sluice valves, plate valves, sluice valves / butterfly valves at 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.

C. Litigation:-

In the aggregate, there are no pending or, to the knowledge of Contractor, threatened actions, investigations or proceedings before any court, governmental authority or arbitrator, which would have material adverse effect on the ability of Contractor to perform its obligations under these Conditions.

D. Insurance:-

Contractor must purchase a valid Work Compensation insurance policy for their employee & its copy must be submitted to RMC before entering agreement. The contractor is bound to submit a new renewal policy after completion of each year and there after the R.A. bill of next year will be paid.

E. 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, willful 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 1.2 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 1.2 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.

F. Force Majeure:-

In this Clause, "Force Majeure" means an event or circumstance, which materially and adversely affects the ability of the affected Party to perform its obligations:

- (a) which is beyond a Party's control,
- (b) which such Party could not reasonably have provided against before entering into the O & M Contract,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) which is not attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor,
- (iv) Ammunitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity. heavy rainfall, cyclone, strike and lockout.

1. Notice of Force Majeure.

- 1.1 If a Party is or shall be prevented from performing any of its obligations under these Conditions by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting Force Majeure and shall specify the obligations, the performance of which is or shall be prevented. The notice shall be given within 7

days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

- 1.2 The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

2. Duty to Minimize Delay.

- 2.1 Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.
- 2.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
- 2.3 Notwithstanding anything else herein contained the Employer may terminate the O & M Contract if the Force Majeure event continues for more than a period of 90 days.

H. Criteria Liquidate damages for termination of Contract:-

1. When Total Liquidate damages shall exceed than 10% of the contract amount department can terminate the contract giving 8 Day's notice to contractor.
2. In event of termination of contract, security deposit of the contractor shall be forfeited and department can make other suitable arrangement for the remaining work of contract.
3. The contractor whose contract has terminated such contractor shall not eligible to lift the tender under this office.
4. In general, liquidate damages 0.1 % of contract value per day and shall be subject to the maximum amount of 10 % of the estimated amount put to tender.

I. Mode of Payment:-

1. After satisfactory work completion running bill shall be prepared on monthly / Mutual Agree basis and payment will be made on availability of Funds.
 - 1.1. Monthly O&M report of pumping station as instructed by Engineer in-charge.
 - 1.2. On the part of social responsibility towards employees of bidder contractor should pay Minimum wages & all other benefits like PF, Insurance, ESI, etc., to his employees & for that purpose documentary evidence must be produce to RMC on demand.
 - 1.3. No any other payment shall be made towards advance payment or Down payment or any other taxes, levies or cess what so ever by any Central Govt. / State Govt. / Local authority in force or may be in future.

Running bill shall be prepare according to below:

Year	Estimated Bill Amount	Monthly Bill Payment to Bidder
First Year	9,25,582.00	[Estimate + {Estimate x (+/-) %}] / 12
Second Year	10,02,713.00	[Estimate + {Estimate x (+/-) %}] / 12
Third Year	10,79,845.00	[Estimate + {Estimate x (+/-) %}] / 12

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, PGVCL penalty for Power factor or any other dues and liquidated damages 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. Agency should maintain attendance register for the employees provided for each work & copy of register certified by agency must be submit to RMC when demand.

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

Signature of Contractor with stamp

Asst Engineer
Water Works, WZ

Dy. Exe. Engineer
Water Works, WZ

Addl. City Engineer
Water works

R.M.C./C/ ૯૩૨

કમિશ્નર વિભાગ,
રાજકોટ મહાનગર સેવાસદન
તા. ૧૦/૬/૨૦૧૩

હુકમ :-

વિષય:- ઈ-ટેન્ડર / ઓપન ટેન્ડર પદ્ધતિથી મંગાવવામાં આવતી તમામ પ્રકારની ઓફરો સાથે બિનઅધિકૃત રજુ થતાં ડોક્યુમેન્ટ્સ સામે કડક કાર્યવાહી હાથ ધરવા બાબત.

સંદર્ભ :- આ અગાઉનાં પરીપત્ર નં. આર.એમ.સી./સી./૩૨૯, તા.૨૨/૧૨/૨૦૧૨.

રાજકોટ મહાનગર સેવાસદનના ત્રણ જોનનાં તમામ વોર્ડમાં શહેરનાં વિકાસ તથા જાળવણી માટે વિવિધ કામગીરી કરાવવા ઈ-ટેન્ડર / ઓપન ટેન્ડર પદ્ધતિથી અલગ-અલગ એજન્સીઓ પાસેથી સ્પર્ધાત્મક ધોરણે અખબારી પ્રસિધ્ધિથી ભાવો ટુ બીડ સીસ્ટમ (૧) ટેકનીકલ બીડ (૨) પ્રાઈઝ બીડ થી મંગાવવામાં આવે છે.

સંદર્ભના પ્રસિધ્ધ કરેલ પરીપત્ર મુજબ તમામ ઈ-ટેન્ડર / ઓપન ટેન્ડરથી મંગાવવામાં આવતાં ભાવો સાથે ભાવ ભરનાર એજન્સીઓ / બીડરો દ્વારા ટેન્ડર બીડ માટે રજુ કરવાનાં થતાં તમામ ડોક્યુમેન્ટ્સ ફરજિયાતપણે ખરી નકલમાં અથવા સેલ્ફ એટેસ્ટેડ રજુ કરવા આદેશ કરવામાં આવેલ છે. જે સંબંધે નીચે મુજબનાં હુકમની અમલવારી તાત્કાલીક અસરથી કરવા આદેશ કરવામાં આવે છે.

(૧) તમામ ટેન્ડરકામોના ટેકનીકલ બીડ ઓપન કરતી વખતે જે ટેન્ડર બીડ ભરનાર એજન્સીઓ દ્વારા તમામ ડોક્યુમેન્ટ્સ કે તે પૈકી કોઈપણ એક ડોક્યુમેન્ટ્સ ખરી નકલમાં અથવા સેલ્ફ એટેસ્ટેડ રજુ કરેલ ન હોય તો રજુ થયેલ ટેકનીકલ બીડ ઓપન કરવાની કાર્યવાહી દરમ્યાન ટેકનીકલ બીડ ઓપન કરનાર સંબંધીત અધિકારીશ્રી / કર્મચારીશ્રીએ Disqualify પ્રકારનો રબ્બર સ્ટેમ્પ બિનઅધિકૃત રજુ થયેલ ટેન્ડરનાં તમામ પાને લગાવી ટેકનીકલ બીડમાં ટેન્ડર Disqualify ફરજિયાતપણે કરવાનું રહેશે.

જે ટેન્ડર ખરી નકલ કે સેલ્ફ એટેસ્ટેડ સાથે રજુ થયેલ નથી, તેવું ટેકનીકલ બીડમાં ધ્યાને આવ્યેથી રજુ થયેલ ટેન્ડરને Disqualify ન કરી, તે બીડરનું જો પ્રાઈઝ બીડ ખોલવામાં આવશે તો આવા પ્રાઈઝ બીડ ખોલનાર તમામ સંબંધીત અધિકારીશ્રી / કર્મચારીશ્રી સામે સખત શિક્ષાત્મક પગલાં લેવાની ફરજ પડશે.

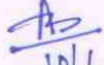
(૨) તમામ ટેન્ડરોનાં કિસ્સાઓમાં સંબંધીત ખરી નકલમાં રજુ થયેલ તમામ ડોક્યુમેન્ટ્સની મુળ (ઓરીજીનલ) નકલ મંગાવી તેની ખરી નકલની ચકાસણી ફરજિયાતપણે સંબંધીત ડી.ઈ.ઈ.શ્રી તથા મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ કરવાની રહેશે. જે મુળ નકલ સાથે વેરીફાય કર્યાની સહી ફરજિયાતપણે દરેક ખરી નકલમાં સંબંધીત ડી.ઈ.ઈ.શ્રી / મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ કરવાની રહેશે. તે પહેલાં તે ટેન્ડરની પ્રાઈઝ બીડ ઓપન કરી શકાશે નહીં. જેમાં ફરજચૂક થયેથી સંબંધીત જવાબદાર ડી.ઈ.ઈ.શ્રી / મ.ઈ.શ્રી / અ.મ.ઈ.શ્રી ની સામે કડક ખાતાકીય પગલાં લેવાની ફરજ પડશે.

(૩) ક્રમ નં. (૧) તથા (૨) મુજબની ચકાસણી કરવા છતાં જે કિસ્સામાં ટેકનીકલ બીડ ઓપન કરતાં બીડર દ્વારા કોઈપણ પ્રકારનાં ફોડ ડોક્યુમેન્ટ્સ રજુ કરી કામ મેળવવા માટે પ્રયાસ કર્યાનું સાબિત થશે, તેવા કિસ્સામાં બીડર / એજન્સીને બ્લેકલીસ્ટ કરી, આવા બીડર સામે ફરજિયાતપણે ફોજદારી કાર્યવાહી સંબંધીત શાખાના વડા તથા વીજીલન્સ અધિકારીશ્રી (પ્રોટેક્શન) દ્વારા જોઈન્ટલી ટિન-૭ માં કરવા આદેશ કરવામાં આવે છે. જેની લેખિતમાં

જાણ તાત્કાલીક અત્રે કરવાની રહેશે. જેમાં ચૂક થયેથી સંબંધીત તમામ અધિકારીશ્રી / કર્મચારીશ્રી સામે કડક પગલાં લેવા ફરજ પડશે.

- (૪) સંદર્ભનો પરીપત્ર તથા આ હુકમ તમામ પ્રકારનાં ટેકનીકલ કામના દરેક ટેન્ડર પ્રસિધ્ધ કરતી વખતે ટેન્ડરનો હિસ્સો ગણી ટેન્ડરના ભાગ તરીકે પ્રસિધ્ધ કરવાનું ફરજિયાત રહેશે, તથા બીડર દ્વારા ટેન્ડરમાં પ્રસિધ્ધ થતાં સંદર્ભનાં પરીપત્ર તથા આ હુકમનાં દરેક પાને સહી સિક્કા સાથે ભરેલ ટેન્ડરની ટેકનીકલ બીડ ફરજિયાત રજૂ કરવાની રહેશે.

ઉપરોક્ત હુકમનો તાત્કાલીક અસરથી ચુસ્તપણે અમલ કરવા આદેશ કરવામાં આવે છે.


કમિશ્નર

રાજકોટ મહાનગર સેવાસદન

નકલ રવાના (જાણ અર્થે):-
નાયબ કમિશ્નરશ્રીઓ (તમામ)

નકલ જાણ તથા અમલવારી અર્થે :-
(૧) સહાયક કમિશ્નરશ્રીઓ (તમામ)
(૨) શાખાધિકારીશ્રીઓ (તમામ)

આર.એમ.સી./સી. ૩૨૧

રાજકોટ મહાનગરપાલિકા

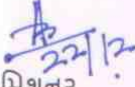
કમિશનર વિભાગ

તા.૨૨/૧૨/૨૦૧૨

પરિપત્ર:-

ઇ-ટેન્ડર પદ્ધતિ / ઓપન ટેન્ડર પદ્ધતિથી માંગવામાં આવતી ઓફરોમાં એજન્સીઓ દ્વારા ટેકનીકલ બીડમાં રજૂ કરવામાં આવતા ડોક્યુમેન્ટ્સ જેવા કે ટર્નઓવર, અનુભવના પ્રમાણપત્રો વિગેરે ખરી નકલમાં રજૂ કરવામાં આવતા નથી. આથી હવે પછીથી એજન્સીઓ દ્વારા રજૂ થતાં ટેકનીકલ બીડમાં રજૂ કરવામાં આવતા ડોક્યુમેન્ટ્સ ખરી નકલમાં અથવા સેલ્ફ એટેસ્ટેડ હોવા જરૂરી છે તેમજ જે એજન્સીનું ટેન્ડર ટેકનીકલ બીડમાં ક્વોલીફાય થાય અને ખરી નકલ ગેઝેટેડ ઓફીસર મારફત પ્રમાણિત કરાવેલ ન હોય તેવા કેસમાં તેના ઓરીજનલ ડોક્યુમેન્ટ્સ પ્રાઇસબીડ ખોલતા પહેલા ચકાસી અને ખરી નકલ રજૂ કરાવીને જ ખોલવાના રહેશે તથા આ બાબતનું શાખાધિકારીશ્રીઓએ ચુસ્તપણે પાલન કરાવવાનું રહેશે. આમ ન થયેથી પુરતી ચકાસણીને અભાવે જો કોઇ એજન્સીને ખોટા કે અધુરા આધારો સાથે કામ આપવાની ક્ષતિજનક બાબત જાણમાં આવ્યે તે ટેન્ડર ડોક્યુમેન્ટ્સની ચકાસણી કરનાર કર્મચારીશ્રીઓ તેમજ શાખાધિકારીશ્રીની જવાબદારી નક્કી કરવામાં આવશે, જેની સર્વે શાખાધિકારીશ્રીઓએ નોંધ લેવી.

ઉપરોક્ત બાબતનો અમલ તાત્કાલિક અસરથી કરવો.


કમિશનર

રાજકોટ મહાનગરપાલિકા

નકલ રવાના :- (જાણ અર્થે)

- નાયબ કમિશનરશ્રીઓ (તમામ)

નકલ જાણ તથા અમલવારી અર્થે :-

- સહાયક કમિશનરશ્રીઓ (તમામ)

- શાખાધિકારીશ્રીઓ (તમામ)

જોજદારી કાર્યરીતી અધિનિયમ ૧૯૭૩ (૧૯૭૪ના નં.૨) ની કલમ ૧૪૪ અન્વયે કાઢેલ હુકમ

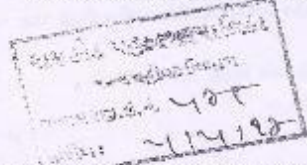
જોજદારી કાર્યરીતી અધિનિયમ ૧૯૭૩ (૧૯૭૪ના નં.૨) ની કલમ ૧૪૪ અન્વયે કાઢેલ હુકમ

કચ્છ એસ.બી./મજુર/રાહેરનાપુ/૧ ૩૦/૦૬/૨૦૧૪.

પોલીસ કમિશનરશ્રીની કચેરી,

રાજકોટ શહેર, રાજકોટ.

તા. ૨૬/૦૪/૨૦૧૪



તાજીતરમાં રાજકોટ શહેરમાં ઘરકોડ ચોરીના બનાવો વધવા પામેલ છે. ભુતકાળના રાજકોટ શહેરમાં બનેલ ઘરકોડ ચોરીના બનાવોની તપાસ કરતા તપાસમાં આવા ગુન્હા કરનાર (ઘરકોડીયા) પકડાયેલ છે. ત્યારે તપાસમાં આવા ગુન્હા વાળા આરોપીઓ ગુન્હાના બનાવના દિવસે અગાઉ રાજકોટ શહેરમાં નવા બંધાતા મકાનોમાં જુદી જુદી ઓધોગીક કંપનીઓમાં, કોર્પોરેશનમાં મજુરી કામ અને ટેલીફોન કંપનીઓ દ્વારા તથા ગેસ પાઇપ લાઇન માટે ખોદાતા ખાડાઓની મજુરી કામ મેળવી અથવા તેના બહાના ફેક્ટરી આવી શોધવા કરી આપુલ્યગુની સ્થાનિક પરીસ્થિતિનું સર્વે કરી માહિતગાર થઈ મિલકત સિરંધના ગુન્હાઓ આચરતા હોય છે. મજુરી કામના બહાના ફેક્ટરી આતંકવાદીઓ પણ આશરો મેળવી લેતા હોય છે જેથી શહેર જનતાની જાન-માલ (મિલકત)ની સલામતી તથા સુરક્ષા સાથે શોધા નિયંત્રણો મુકવા જરૂરી જણાય છે.

જેથી હું મોકલ ગય તા.૧૬.૬.૧૪, પોલીસ કમિશનર, રાજકોટ શહેર જોજદારી કાર્યરીતી અધિનિયમ (સી.આર.પી.સી.) ૧૯૭૩ (૧૯૭૪ ના નં.૨) ની કલમ ૧૪૪ અન્વયે અમોને મળેલ સલામતી હુકમે આથી હું હુકમ કરુ છુ કે, રાજકોટ શહેરના પોલીસ કમિશનર વિસ્તારમાં લેબર કોન્ટ્રાક્ટર/મુકાદમનાઓએ પોતાની પાસે જે મજુર કામે રાખેલ હોય અને મજુરો કામકાજ માટે સપ્લાય કરતા હોય તેઓએ નીચે જણાવેલ કોમ મુજબ દરેક મજુરોના અલગ-અલગ ફોર્મ ભરી ફરજિયાત પાઠે સ્થાનિક પોલીસ સ્ટેશનને જાણ કરવાની રહેશે તથા મજુરો જયારે મજુરી કામ તથા રાજકોટ શહેર છોડી જતા રહે ત્યારે લેબર કોન્ટ્રાક્ટર/મુકાદમે તે અંગેની જાણ નામ/સરનામા સહિતની વિગત સાથે સ્થાનિક પો.સ્ટે.મા કરવાની રહેશે

૧	લેબર કોન્ટ્રાક્ટર / મુકાદમ (સપ્લાયર) નું પૂરું નામ સરનામું	--
૨	મો.નં., નંબર સહિત	--
૩	મજુરનું નામ તથા ઉ.વ.	--
૪	મજુરનું કાલનું સરનામું ટેલીફોન નંબર	--
૫	મજુરનું પૂર્ણ વતનનું સરનામું ગામ, તાલુકો, જિલ્લો	--
૬	કાલની મજુરીનું સ્થળ / કંપનીનું નામ	--
૭	મજુરનું વતનનું સ્થાનિક પો.સ્ટે.નું નામ તથા ટેલીફોન નંબર	--
૮	મજુરના વતનના આગેવાનનું નામ, સરનામું, ટેલીફોન નંબર	--
૯	મજુર અગાઉ કોઈ પોલીસ ગુન્હામાં પકડાયેલ હોય તો તેની વિગત	--
૧૦	કચ્છરથી પુકાતને / કોન્ટ્રાક્ટરને મજુરી કામ માટે લખેલ છે	--
૧૧	મજુરનું બીજાનું નામ માટેનું આઈ.કી.પુર (કોટા સાથે નું)	--
૧૨	રાજકોટ શહેરમાં કઈ તારીખથી મજુરી કામ કરે છે ? અને કઈ તારીખે જવાની છે ?	--
૧૩	રાજકોટ શહેરમાં નજીકના સંબંધી કોઈ હોય તો તેનું નામ, સરનામું	--

Handwritten notes:
 ૧૧
 ૧૨

મજુરનો તાજીતરનો ફોટા..... મજુરના અગાઉનું નિશાન.....
 મુકાદમ/સપ્લાયર/કોન્ટ્રાક્ટરની સહી.....
 નામ.....

Handwritten signature:
 6/5
 Mc Vie

આ હુકમ તા. ૦૧/૦૫/૨૦૧૪ થી તા.૩૦/૦૬/૨૦૧૪ સુધી અમલમાં રહેશે.

આ હુકમનો લોગ. કરનાર વ્યક્તિ વ્યવસ્થિત દેડ સહિતનાની કલમ ૧૮૮ મુજબ શિક્ષાને પાત્ર થશે.

રાજકોટ: ૧૬/૪/૧૪
 સરનામું: ૧૬/૪/૧૪
 મજુર: ૧૬/૪/૧૪
 મુકાદમ/સપ્લાયર/કોન્ટ્રાક્ટરની સહી: ૧૬/૪/૧૪
 નામ: ૧૬/૪/૧૪

તમામને વ્યક્તિગત રીતે જોડવાની વાજબી કરવી થકય ન હોય આથી એકતરફી દુકમ કડુ કુ. જાહેર જનતાની જાણ સારું સ્થાનીક વર્તમાન પણ આકાશવાણી અને ફરદગોન કેન્દ્ર પારકતે પ્રસિધ્ધી ત્યારા તાજ પોલીસ સ્ટેશનના પોલીસ સબપોસ્ટર, મહત્વનીશ પોલીસ કમિશર, ગાયક પોલીસ કમિશર તથા પોલીસ કમિશર કચેરીના ગોટીશ બોર્ડ ઉપર દુકમની નકલ ચોટાડી પ્રસિધ્ધી કરવામાં આવશે તેમજ સહેલાઈથી જોઈ શકાય તેવી જાહેર જગ્યાઓ ઉપર દુકમની નકલ ચોટાડી પ્રસિધ્ધી કરવામાં આવશે ગુજરાત પોલીસ બેંક ડાહમ ૧૯૩ મુજબ પોલીસ અધિકારીઓ પણ આ દુકમની જાહેરાત કરવા અધિકૃત ગણાશે.

આજ તારીખથી એપ્રિલ-૨૦૧૪ ના રોજ આરંભ કરી અને સિદ્ધી કરી આગેલ છે.



(સિદ્ધાંત ડા)
પોલીસ કમિશર
રાજકોટ શહેર, રાજકોટ

નકલ રજૂઆત

- (૧) અગ્ર સચિવાળી, ગૃહ વિભાગ, ગાંધીનગર.
- (૨) પોલીસ મહાનિદેશક અને મુખ્ય પોલીસ અધિકારીઓ, ગુ. રા. ગાંધીનગર
- (૩) અધિક પોલીસ મુખ્ય નિદેશકશ્રી (ઈન્ડે.) ગુ. રા. ગાંધીનગર.
- (૪) પોલીસ કમિશરશ્રી, અમદાવાદ શહેર, વડોદરા શહેર, સુરત શહેર.
- (૫) ખાસ મુખ્ય પોલીસ અધિકારીશ્રી, રાજકોટ શહેર, રાજકોટ.
- (૬) જીલ્લા પોલીસ અધિકારીશ્રી, રાજકોટ જિલ્લો, રાજકોટ.
- (૭) કલેક્ટરશ્રી, રાજકોટ શહેર
- (૮) મ્યુનિસિપલ કમિશરશ્રી, રાજકોટ શહેર.
- (૯) નિયામકશ્રી, માહિતી ખાતું ડી.જી.વરજી, મહેતા સમીક્ષણ અને સચિવાલય ખરીદી નં.૩, વીજા માળે, ગુ.રા., ગાંધીનગર.
- (૧૦) જીલ્લા સરકારી લલિલશ્રી, સેક્શન ૩૦૬, રાજકોટ.
- (૧૧) મેનેજરશ્રી, અન્વેષક પેરા, રાજકોટ. (એનિલ જાળાન માં પ્રસિધ્ધ કરવા સારું).
- (૧૨) મહત્વનીશ પોલીસ કમિશરશ્રી, પૂર્વ પશ્ચિમ વિભાગ, રાજકોટ શહેર.
- (૧૩) આઈ.કમિશરશ્રી, (ઈન્ડે.), રાજકોટ સીક્રેટરિયટ, રાજકોટ.
- (૧૪) ગાયક પોલીસ અધિકારીશ્રી, પી.કે.સી. શ્રી, રાજકોટ જે.સી. જંકશન પી.સી.
- (૧૫) તમામ પો.સે. ઈન્ચાર્જશ્રીઓ, રાજકોટ જહેરનગરની ચોટાડી બોર્ડ સ્પીકર વાહન દ્વારા જાહેરાત કરાવવા સારું
- (૧૬) તમામ સબવેડ તથા શાખા ઈન્ચાર્જશ્રીઓ, રાજકોટ શહેર.
- (૧૭) ઇન્ફોર્મ ઈન્ચાર્જશ્રી, રાજકોટ શહેર (૧૦ નકલ) વર્તમાનપત્રોને આપવી.
- (૧૮) લેખક કમિશરશ્રી, ... તમામ ખાતોની સહાયથીને અવગત કરવા સારું

નકલ પ્રસિધ્ધ કરવાની

- (૧) રજીસ્ટ્રારશ્રી, ડાઈરેક્ટ, ગુ.રા.સેલારીસ અમદાવાદ.
 - (૨) રજીસ્ટ્રારશ્રી, ડીસ્ટ્રીક્ટ એન્ડ સેશન્સ કોર્ટ, રાજકોટ.
 - (૩) રજીસ્ટ્રારશ્રી, સીક્રેટરીયટ ડી.જી.વરજી, રાજકોટ.
 - (૪) રજીસ્ટ્રારશ્રી, મોટીસલ સેશન્સ જજ કોર્ટ, રાજકોટ.
 - (૫) એકઝીક્યુટીવ મેજી.શ્રી, રાજકોટ શહેર
 - (૬) એકઝીક્યુટીવ મેજી.શ્રી, રાજકોટ ત મુકા.
 - (૭) સર્જન્ટ માહિતી નિયામકશ્રી, રાજકોટ.
- (સ્થાનીક વર્તમાનપત્રો, આકાશવાણી તથા ફરદગોન કેન્દ્રમાં પ્રસિધ્ધ કરવા અને વર્તમાનપત્રોની કાપલીઓ મોકલવા સારું)

૮૧૪

સમ.નં.બા./લીગલ/બ.નં. ૧૧૩૧/૨૦૧૬

રાજકોટ મહાનગરપાલિકા

લીગલ શાખા

તા.૧૧/૨/૨૦૧૭

ક્રમ

વ્યાજી : લીગલ શાખા નં.૧૧૩૧/૨૦૧૬ ૧૩

રાજકોટ મહાનગરપાલિકાની કામગીરી માટે જુદી-જુદી શાખાઓ બરા કામગીરીના પ્રકારને કારણે લાઇ નિયમ મનુસારની પરિવાર મનુસરીને બેજન્ટી/સપ્લાયર/કોન્સ્ટ્રક્ટર સાથે જોગવાઈઓ સંબંધે ફરિયાદ કરવામાં આવે છે. મહાનગરપાલિકાની કામગીરી સંદર્ભે તૈયાર કરવામાં આવતા ડેન્ડર/કસરનામામાં સખતી સખતની જરૂરીયાતને કારણે લાઇ આર્બીટ્રેશન (Arbitration) ની જોગવાઈઓની સમાવેશ કરવામાં આવેલ છે.

રાજકોટ મહાનગરપાલિકાની કામગીરી માટે કરવામાં આવેલ ફરિયાદમાંની શરતો સંબંધિતને અમુક બેજન્ટી/સપ્લાયર/કોન્સ્ટ્રક્ટર બરા છેલ્લા કેટલાક વર્ષથી નામદાર લાઇકોટે સમલ આર્બીટ્રેશનની નિયુક્તિ અંગે પીટીશનો કરવામાં આવે છે, જેના કારણે મહાનગરપાલિકાની કામગીરીના વ્યવહારમાં વધારો થયેલ છે, અને સંબંધિત અધિકારીશ્રીઓને વારંવાર અમાતાવાદ ખાતે લજર રહેવું પડવું હોય તેના કારણે અગત્યના પ્રોજેક્ટો સહીત કચેરીની કામગીરી તેમજ પ્રાકૃતિક કામો ઉપર વિપરીત અસર થવા પામેલ છે. તેમજ અરજદારોને હેરાન થવું પડે છે. આ બંને કારણોથી, શાખાના અભિપ્રાય અને પ્રકરણની વિગતો જોતા આ કામે લેક્સિક ઉપાય (Amicable remedy) સંપલબ્ધ હોય મહાનગરપાલિકાના ડેન્ડર/કસરનામામાં આર્બીટ્રેશનની જોગવાઈઓને સમાવેશ કરવાનું ઉચીત જણાવું નથી.

આથી - રાજકોટ મહાનગરપાલિકાના કામે કરવામાં આવતા ડેન્ડર ડોકુમેન્ટ અને ફરિયાદમાં આર્બીટ્રેશન (Arbitration) ને લગત જોગવાઈઓ દૂર કરવાનો - અને તેના બદલે 'ડેન્ડરની શરત/કસરનામાની શરતના અર્થપટન સંદર્ભે મહાનગરપાલિકાના કમિશનરશ્રીનો નિર્ણય આપરી અને બંધનકર્તા રહેશે.' અને 'ડેન્ડરની/કસરનામાની શરતો અંગે કોઇ પણ બાબતે વિવાદ ઉપસ્થિત થયે રાજકોટની ટિવાની અદાલતની હકુમત રહેશે.' તેવી શરતોનો મહાનગરપાલિકાના કામ અર્થે તૈયાર કરવામાં આવતા તમામ કામગીરીના પરિપત્રો/ડેન્ડર ડોકુમેન્ટ તેમજ ફરિયાદમાં સમાવેશ કરવાનો આથી હુકમ કરવામાં આવે છે.

આ હુકમનો અમલ તાત્કાલિક અસરથી ચુસ્તપણે કરવો.

કમિશનર

રાજકોટ મહાનગરપાલિકા

2

બંધન રવાના જાણ અર્થે : નાયબ કમિશનરશ્રી (તમામ)

બંધન રવાના જરૂરી કાર્યવાહી અર્થે : તમામ શાખાધિકારીશ્રીઓ

Acceptance of Bank Guarantee as
Security Deposit and Earnest
Money Deposit.

Government of Gujarat

Finance Department

GR. No.: EMD/10/2021/7729/DMO

Date: 12/04/2021

Read: 1) FD GR. No.: EMD/10/2020/42/DMO Dt. 19/10/2020

2) GR Corrigendum: EMD/10/2020/42/DMO Dt. 11/01/2021 .

Preamble:

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above mentioned resolutions of this department dated 19-10-2020 and 11-01-2021.

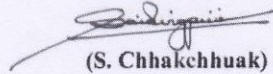
After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted for the purpose mentioned above. It has now been decided to resolve as follows:

Resolution:

Government Departments and State Government Boards/Corporations/PSUs would accept Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by any of the banks included in the **Annexure I**, attached to this Resolution.

The tendering authority will be required to ascertain the authenticity of the Bank Guarantee and set up necessary internal control procedures.

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



(S. Chhakchhuak)

Additional Secretary (B)

Finance Department

To,

The Secretary to His Excellency Governor of Gujarat, Raj Bhavan, Gandhinagar

Principal Secretary to Hon. Chief Minister

PS to Hon. Deputy Chief Minister /Finance Minister

PS to all Hon. Ministers, State Ministers and Deputy Ministers

PS to Hon'ble Leader of Opposition Party

The Secretary, Gujarat Legislative Assembly, Secretariat, Gandhinagar

PS to Chief Secretary

PS to Additional Chief Secretary, Finance Department

PS to Secretary (EA), Finance Department

PS to Secretary (Expenditure), Finance Department

PS to Joint Secretary (B), Finance Department

All Administrative Departments, Sachivalaya, Gandhinagar

All Heads of Department

All Public Enterprises of the State

All State's Boards/Corporations/Societies

Accountant General-I (Audit) Gujarat, Ahmedabad

Accountant General (A&E) Gujarat, Ahmedabad

Accountant General-II (Audit) Gujarat, Rajkot

Accountant General (A&E) Gujarat, Rajkot

Pay and Accounts Office (Gandhinagar/Ahmedabad)

Chief Information Officer, Finance Department

All Add. Secy./Joint Secy./Dep. Secy./Under Secy. Finance Department

All Branches, Finance Department

System Manager, Finance Department for put up on GSWAN website

Select File DMO-Finance Department

Annexure I.

Finance Department, GR. No.: EMD/10/2021/7729/DMO

Date: 12/04/2021

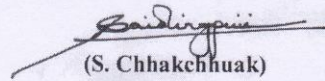
(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

- ❖ All Nationalized Banks

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2022. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

- ❖ The Mehsana Urban Co-operative bank Limited
- ❖ Ahmedabad Mercantile Co-Operative Bank Limited
- ❖ Nutan Nagrik Sahakari Bank Limited
- ❖ Kalapur Commercial Co-Operative Bank Limited
- ❖ RBL Bank
- ❖ Axis Bank
- ❖ ICICI Bank
- ❖ HDFC Bank
- ❖ Kotak Mahindra Bank
- ❖ IndusInd Bank
- ❖ Rajkot Nagarik Sahakari Bank Limited
- ❖ The Gujarat State Co-Operative Bank
- ❖ Sarswat Bank
- ❖ Saurashtra Gramin Bank
- ❖ DCB Bank
- ❖ Tamilnadu Mercantile Bank
- ❖ Ujjivan Small Finance Bank
- ❖ A U Small Finance Bank
- ❖ Federal Bank
- ❖ Equitas Small Finance Bank
- ❖ Bandhan Bank
- ❖ Standard Chartered Bank
- ❖ City Union Bank

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.



(S. Chhakchhuak)
Additional Secretary (B)
Finance Department

-----XXXXX-----