

**RAJKOT MUNICIPAL CORPORATION  
RAJKOT**



**WATER WORKS (EAST ZONE)  
AJI FILTER PLANT  
AJI - ZONE**

**E-Tender Id no: \_\_\_\_\_  
WW/2021-22**

**NAME OF WORK**

**Operation & Preventive Maintenance Work of Aji-1 Dam Site Pumping Station & Helper supply work at Aji filter plant for Three Years.**

<b>Last date for e-tendering is as under</b>	
1. Downloading of e-Tender documents	07-09-2021 to 28-09-2021 up to 18:00 hr.
2. Online submission of e - Tender	28-09-2021 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.	Up to Dt: 05-10-2021, 18:00 hr.
4. Opening of online Tech. Bid	07-10-2021 at 11: hrs.
5. Verification of submitted documents (EMD, e - Tender fee, etc.)	08-10-2021 at 10:30 hrs. onwards
6. Opening of Price Bid (If possible)	12-10-2021 at 12:00 Noon onwards
7. Bid Validity	120 Days

**Add. City Engineer  
Room no. 12,  
Rajkot Municipal Corporation  
Zaverchand Meghani Bhavan  
East Zone, Opp Rajmoti oil mill  
Bhavnagar road, Rajkot - 360 001**

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**RAJKOT MUNICIPAL CORPORATION**

e-Tender Notice

The e-tenders are invited with Two bid system by Executive Engineer, East zone, Rajkot Municipal Corporation, Shree Zaverchand Meghani Bhavan, Bhavnagar Road Rajkot-360001, from the experienced contractors possessing equipments and having trained technicians for the below mentioned work :

Sr No	Name of work	a) Estimated cost in Rs. for Three years. b) Estimated cost in Rs of 1 <sup>st</sup> year. c) EMD d) E-TENDER fee e) Time limit of work
1	Operation & Preventive Maintenance Work of Aji-1 Dam Site Pumping Station & Helper supply work at Aji filter plant for Three Years.	a) Rs.77,30,300/- b) Rs.23,35,431/- c) Rs.2,31,909/- d) Rs.3,000/- e) Three Years

**Last date for e-tendering is as under**

1. Downloading of e-Tender documents	07-09-2021 to 28-09-2021 up to 18:00 hr.
2. Online submission of e - Tender	28-09-2021 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.	Up to Dt: 05-10-2021, 18:00 hr.
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For further particulars, visit us on (1) [www.rmc.nprocure.com](http://www.rmc.nprocure.com) (2) [www.rmc.gov.in](http://www.rmc.gov.in)

The e-Tender fee (Non Refundable) will be accepted in form of Demand Draft only, in favor of "Rajkot Municipal Corporation", Rajkot, from any Scheduled bank (except Co-operative Bank) in India.

**○ PREQUALIFICATION CRITERIA**

**Financial Criteria:**

1. An average annual turnover of last seven financial years should not be less than 50 % of the tender amount of 1<sup>st</sup> year i.e. Rs.23,35,431/-
2. The agency should be registered with either government or semi-government or corporation in appropriate category. ( i e " E-1 " )
3. Working capital should not be less than 25 % of estimated cost for one year.
4. Amount of Solvency Rs.02 lakhs. A letter from Any nationalized or scheduled bank
5. Registration as Electrical contractor.
6. Provident Fund registration.
7. ESIC registration
8. GST Registration.

**Experience Criteria:**

- The bidder should have an experience of satisfactory completion of work of similar nature ir-respective of amount 1<sup>st</sup> year Tender amount is completed

in last seven years as main contractor in either government or semi govt. only as a main contractor.

- **Experience of O & M of Municipal services like WTP, STP, Drainage pumping stations, swimming pool, head works, Ele. R.C. , Mech. R.C. will also be considered as similar nature of work.**
- **One work of similar nature of 60 % of estimated cost i.e. 14.02 lakhs**  
**Or**
- **Two work of similar nature of 50 % of estimated cost i.e. 11.68 lakhs**
- Enhance factor at 10% per year for last seven years will be applicable i.e. from 2021-22 to 2014-15 to finalize the magnitude of work done in last seven years.
- Experience certificate of competent authorities required to be submitted.
- Only 3(A) certificate will be considered as an Experience Certificate.
- The agency should not be Black Listed anywhere in India, for which, agency will have to submit fresh Notarized Affidavit on Rs.300. nonjudicial stamp paper.
- Available bid capacity must be more than the tender amount which will be calculated as  
 **$ABC = 2 * (A * N) - B$**   
A= Maximum value of work executed in any one year during the last seven years taking into account the completed as well as works in progress.  
N= Number of years prescribed for completion of the works for which the tenders are invited.  
B= Value(\*price level) of existing commitments and on-going work to be completed during the next N years.

All above criteria must be fulfilled by the Agency & its copy of supporting documents certified by Gazetted officer must be submitted with tech bid documents in physical. Failing which bid evaluation committee will consider the bid as non-responsive & treated as cancelled & price bid of such agency will not be opened. The Technical Bid should be downloaded on a white plain A4 size paper and it should be submitted with all technical details, every page should be signed and sealed and should be submitted along with the qualification documents.

The physical submission must be accompanied by a bid security of Rs02,31,909/- as well as e-tender fee(non-refundable) of amount of Rs.3000/- in terms of Demand draft in favor of Municipal Commissioner, Rajkot Municipal Corporation, Rajkot, from any Scheduled bank in India and must be delivered to On or before Dt. 04-10-2021 up to 18:00 hrs. The bid security and e-tender fee as well as all other required documents must be included with the physical submission on address below by Speed Post / Registered A.D. only:

**Deputy Executive Engineer(w.w.),**  
**room no:12**  
**Zaverchand Meghani Bhavan, RAJKOT MUNICIPAL CORPORATION**  
**Bhavnagar road, opp. Rajmoti Oil Mill.**  
**RAJKOT-360001(GUJARAT)**

Rajkot Municipal Corporation, Rajkot, reserves the right to accept / reject any or all tender(s) without assigning any reason thereof.

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

**RAJKOT MUNICIPAL CORPORATION  
WATER WORKS AJI ZONE**

Name of work:- Operation & Preventive Maintenance Work of Aji-1 Dam Site Pumping Station & Helper supply work at Aji filter plant for Three Years.

Earnest Money : Rs. 02,31,909=00

Tender Fee : Rs. 3000.00 (Non- Refundable)

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 extended on mutual understanding)

Details of Earnest Money (Bid Security):

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

Electrical License No. :

Labor License No (Past Work). :

Provident Fund No. :

GST Registraion No :

Professional Tax Registration no. :

Signature of Contractor with stamp

Dy.Ex. Engineer (Mech.)  
Rajkot Muni. Corporation

Dy.Ex. Engineer (Elect.)  
Rajkot Muni. Corporation

Add. City Engineer  
Rajkot Muni. Corporation

**Qualification criteria to qualify for tender are as follow :**

**01. Financial capacity of the agency.**

1. An average annual turnover of last seven financial years should not be less than 50 % of the tender amount of 1<sup>st</sup> year i.e. Rs. 23,35,431/-
2. The agency should be registered with either government or semi-government or corporation in appropriate category. ( i e " E-1 " )
3. Working capital should not be less than 25 % of estimated cost of 1<sup>st</sup> year.
4. Amount of Solvency Rs. 02 lakh. A letter from Any nationalized or scheduled bank
5. Registration as an Electrical contractor.
6. Provident Fund registration.
7. ESIC registration
8. GST Registration.

**02. Experience Criteria.**

The bidder should have an experience of satisfactory completion of work of similar nature ir-respective of amount is completed in last seven years as main contractor in either government or semi govt. only as a main contractor.

**Experience of O & M of Municipal services like WTP, STP, Drainage pumping stations, swimming pool, head works, Ele. R.C. , Mech. R.C. will also be considered as similar nature of work.**

- **One work of similar nature of 60 % of estimated cost i.e. 14.02 lakhs**  
**Or**
- **Two work of similar nature of 50 % of estimated cost i.e. 11.68 lakhs**
- Enhance factor at 10% per year for last seven years will be applicable i.e. from 2021-22 to 2014-15 to finalize the magnitude of work done in last seven years.
- Only 3(A) certificate will be considered as an Experience Certificate.
- The agency should not be Black Listed anywhere in India, for which, agency will have to submit fresh Notarized Affidavit on Rs.300. nonjudicial stamp paper.

**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.)
2. joint venture is not permitted.

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

1. Registration certificate in Govt. in appropriate category.
2. Registration as an Electrical contractor.
3. Provident Fund registration.
4. Professional tax registration certificate.
5. Chartered accountant certified copy for the turnover.
6. Solvency certificate from any Nationalize or Schedule bank
7. Experience certificates of competent authority.
8. ESIC Registration.
9. Labor license under Contract labor act 1970 ( Past work)

10. The agency should not be Black Listed anywhere in India, for which, agency will have to submit fresh Notarized Affidavit.
11. All required documents submitted for verification should be duly certified by Gazetted officer.
12. Available bid capacity must be more than the tender amount for one year which will be calculated as

$$ABC = 2 * (A * N) - B$$

A= Maximum value of work executed in any one year during the last seven years taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of the works for which the tenders are invited.

B= Value(\*price level) of existing commitments and on-going work to be completed during the next N years.

13. Enhance factor at 10% per year for last seven years will be applicable to arrive annual turnover and finalize the magnitude of work done in last Seven years i.e. 2011-12-13 to 2014-15
14. Agency must have bank account of all employees who will work under this pumping station o & m.

All above criteria must be fulfilled 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

**RAJKOT MUNICIPAL CORPORATION  
AJI ZONE**

Name of work:- Operation And Preventive Maintenance of Aji-1 Dam Site Pumping Station For Period Of 3 Years, East Zone, Rajkot

**SCHEDULE - A**

Sr No	NAME OF PUMPING STATION	Estimate Amount in RS. for One Year	
		1.	Operation & Preventive Maintenance Work of Aji-1 Dam Site Pumping Station & Helper supply work at Aji filter plant for Three Years.
2 <sup>nd</sup> Year Amount	Rs. 25,68,974/-		
3 <sup>rd</sup> Year Amount	Rs. 28,25,871/-		

I/We agree to carry out the above mentioned work at the rate I/We have 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:
 

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 pumping station 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+10% profite. However, Rajkot Municipal Corporation will not make any payment to other workers under above circumstances.

Signature of Contractor with stamp



Name of work:- Operation & Preventive Maintenance Work of Aji-1 Dam Site Pumping Station & Helper supply work at Aji filter plant for Three Years.

The minimum numbers of semi skilled operator for operation and maintenance of the Pumping Station will be as under:

<b>Sr No</b>	<b>Name of post</b>	<b>Nos. Employeee.</b>	<b>Minimum Qualificati on</b>	<b>Age</b>	<b>Experience</b>
1	Aji Dam Site Pump Operator (Skilled)	3	12th Pass	More than 20 years	2 years Experience of operation of pumping machinery with operational knowledge of H.T. and L.T. Machineries.
2	Aji dam site Helper (Unskilled)	3	8 th Pass	More than 20 years	2 years Experience of operation of pumping machinery, valves operating
3	Aji filter plant & Aji pump house helper (Unskilled)	9	8 th pass	More than 20 years	2 years Experience of operation of valves , Filter plant process.
4	Aji filter plant & Aji pump house Sweeper (Unskilled)	1	-	More than 20 years	Similar work

The presence of staff as per instruction on Pumping Station is compulsory. If while checking, any staff is found absent, the prevailing wages will be deducted from the bill of contractor and penalty will also be deducted per person as per the decision of Executive Engineer. In case of breach of any condition of contract or work is not found satisfactory, penalty will be imposed as deem fit by the Executive Engineer, which will be binding to the contractor.

Add. City Engineer  
Rajkot Municipal Corporation

Signature of Contractor with stamp

**RAJKOT MUNICIPAL CORPORATION**  
**AJI ZONE**

Name of work:- Operation & Preventive Maintenance Work of Aji-1 Dam Site Pumping Station & Helper supply work at Aji filter plant for Three Years.

**SCHEDULE - B**

Sr No.	Name of Pumping Station	Details of Machinery	Total	Working	Standby
1	Aji Dam site Pumping Station	Two pole H.T. Structure with GOAB switch and H.T. accessories.	3	3	0
2		500 KVA Transformer	2	2	0
3		PMCC panel with APFC panel	2	2	0
4		1250 A siemens make vcb panel	1	1	0
3		H=30mt , D=750m <sup>3</sup> /hr, Hp- 120, Kirloskar Make	8	6	2
4		750 KVA cummins Make D.G. Set With panel.	1	1	0

Note:

1) Above mentioned machinery with allied starter panel, cables, accessories, MCCB, FN switches, lights and 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.

**RAJKOT MUNICIPAL CORPORATION  
AJI ZONE**

Name of work:- Operation & Preventive Maintenance Work of Aji-1 Dam Site Pumping Station & Helper supply work at Aji filter plant for Three Years.

**SCHEDULE - C**

<b>Sr No</b>	<b>Details of Tools and Plants with Name (To be kept by the Agency during the period of contract)</b>	<b>Qnty.</b>
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	01+01 No.
5	Screw Driver of size 6", 9" and 12"	2 Nos. each size
6	Insulated Pliers of 12" size	02 Nos.
7	Long Nose Plier 12"	02 Nos.
8	Adjustable screw spanner size 12" and 18"	01+01 No.
9	Hammer 1 Kg and 2 Kg	01+01 No.
10	Testers	02 Nos.
11	Chisels 12" x 6" (2 Nos. of each size)	02 Nos.
12	Hacksaw frame with Hacksaw blade	02 Nos.
13	Hand gloves for 11 KV, D.O. Rod and Tin coated D.O. Wire	01 Set
14	Shovel	03 Nos.
15	Bowls	03 Nos.
16	Trikam	03 Nos.
17	Plastic bucket 10 liters	04 Nos.
18	$\frac{1}{2}$ " cord	30 Mtrs.
19	Torch / Battery (Chargeable)	02 Nos.
20	Digital Multi meter with clamp on meter	01 No.
21	Blower	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 Pumping Station, 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:

**RAJKOT MUNICIPAL CORPORATION  
AJI ZONE**

Name of work:- Operation & Preventive Maintenance Work of Aji-1 Dam Site Pumping Station & Helper supply work at Aji filter plant for Three Years.

**SCHEDULE - D**

**Details of existing manpower (Semi Skilled ) available with the contractor**

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

**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

**RAJKOT MUNICIPAL CORPORATION  
AJI ZONE**

Name of work:- Operation & Preventive Maintenance Work of Aji-1 Dam Site  
Pumping Station & Helper supply work at Aji filter plant for  
Three Years.

**SCHEDULE - E**

**Details of work on hand and work completed by the Contractor**

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

**Note:**

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

Signature of Contractor

**RAJKOT MUNICIPAL CORPORATION**  
**AJI ZONE**  
**:: SCOPE OF WORK ::**

Scope of work Shall include :

1. Providing Skilled, Unskilled workers as per tender for running of Pumping Station.
2. All works like: daily regular operation of all electrical and mechanical machineries.
3. Cleaning of Pumping Station every day.
4. Operation of all control valve of pumping Station.
5. Maintain Logbook etc. as well as preventive maintenance work should be done.
6. If needed Nut-bolt, Rubber Packing, graphite Gland Packing, shall have to provide by agency.
7. Any related work required to full fill the operation & preventive maintenance of pumping station, As per instruction of In charge Deputy Executive Engineer.
8. Operator have to rectify about pgvcl power supply problem and in such fault of pgvcl power supply operator will have to register complaint in PGVCL and inform engineer incharge about the same.
9. D.O. fuse, HRC fuse shall be made ok by agency staff for Aji Dam site pumping station in case of fuse burnt out.

Add. City Engineer  
Rajkot Municipal Corporation

Signature of Contractor

**RAJKOT MUNICIPAL CORPORATION  
AJI ZONE**

Name of work:- Operation & Preventive Maintenance Work of Aji-1 Dam Site Pumping Station & Helper supply work at Aji filter plant for Three Years.

**TERMS, CONDITIONS AND SPECIFICATIONS OF CONTRACT**

1. Tender fees are non-refundable.
2. The Earnest Money Deposit will be refunded to the unsuccessful Tenderers after an award has been finalized.
3. All bidders must submit a Earnest Money Deposit submit in form of Demand draft only in favour 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 at the rate of 5% of contract value or the estimate whichever is more in favour of "Rajkot Municipal Corporation" in terms of Fixed Deposit Receipt of Nationalized Bank, valid for the period of 40 months and enter into an agreement on stamp paper of ₹100/- as per prevailing norms under labour contract. It shall be incumbent on the Contractor to pay the stamp duty and the legal charges for the preparation of the contract agreement.

The performance guarantee (Security deposit) for the amount of 5% of the contract price, if submitted in the form of Bank guarantee then the contract document stamp duty shall be of Rs. 100. And if The performance guarantee (Security deposit) for the amount of 5% of the contract price, if submitted in the form of Demand Draft then the contract document stamp duty shall be of Rs.100. and if The performance guarantee (Security deposit) for the amount of

5% of the contract price, if submitted in the form of fixed deposit receipt of any Schedule Bank or Government securities then the contract document stamp duty shall be of 4.90% of the amount of the security deposit

8. Conditional tender or tender submitted in other way will be summarily rejected.
9. Complete tender must be submitting with sign & stamp on each page with required documents in physical. (Without Price-Bid or Price), before last date for physical submission by Rag 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 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 any or all 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 120 (One hundred twenty) days from the date of opening of Price Bid.



### **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 Knowledge.
2. This contract is for operation of pumping station as well as routine Maintenance like; oiling, greasing, rectify electric fault, tightening of loose connection in electric panel, motor & 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. Agency should maintain job chart for O &M and submit report to I/C engineer weekly.
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 centre 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 Electrician or Pump Operator.
4. The contractor shall have to arrange for the skilled and unskilled staff as per tender requirement for operation of machinery of pumping station in each shift and also avail their group insurance / work compensations policy with medical benefits. P.F. should be deposited with Government as per rules in force and same should be informed to the competent authority of this work.
5. The all pumping station and campus 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 behaviour of any skilled worker is found

unsatisfactory, the contractor shall have to remove such worker from the work as may be instructed by Deputy Executive 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 behaviour 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 neighbourhood 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 misbehaviour of staff and for bad workmanship.

8. **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.**

Once the staff is deputed by agency the frequently change of staff would not be allowed, In case of any genuine reason prior approved for change of staff should be taken from engineer In-charge

9. The contractor shall have to depute experienced operator for operating the machinery and HT/LT panel. The successful tender at the time of entering into an agreement shall have to submit the details of the staff to be deployed for this work.
10. The contractor for their employees to be deputed for this work shall have to maintain Attendance Register, Leave Register, Salary Statement, Advance Statement, Penalty Statement and other Statements required as per the provisions of Labour Law. A format of Log Sheet will be provided by this office and the contractor shall have to prepare the log sheet accordingly.
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. Dewatering pump and it's starter, fans, tube lights etc. which hand over to contractor should be in working condition. By chance during contract period any Dewatering pump and it's starter, fan or tube light burnt out or became faulty, contractor shall have to repair. No any extra cost will be paid by corporation or corporation will repair said faulty instrument and will deduct repairing charges from contractor's running bill.
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 fulfil 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 Workman Compensation insurance policy for the employees under him.**
16. Executive Engineer may order prior 7 day's for additional number of skilled labour as per the requirement of work on contracted site or any other Rmc's similar work site, which will be binding to the contractor and payment will be made as per operational minimum wages+10% contractor profit.  
 If there is a any excess man power found during the contract period Executive Engineer will give 15 day's prior notice to the Contractor to remove such excess manpower from the work & payment deduction shall be made on pro-rate bases. (i.e. Min wage +10% Agency profit shall be deduct from R A Bill )
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. No bill payment would be made by RMC.
18. Whenever required the contractor shall remain present or authorize representative at the site of work.
19. If the contractor fails to carry out the work either partly or fully, Deputy Executive 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.
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 Executive 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.

21. The period of contract is for Three year. 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.
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 Exe. 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.
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 loaded 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 routine maintenance, 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 valves are observed, graphite gland packing shall be replaced and greasing should be done to stop the leakage. Graphite gland packing shall be provided by contractor.
28. The payment of 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 shall be maintain 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 R.M.C. or if supplied by contractor, payment will be done for that as per Annexure-I.

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 / labours 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 / Labour Laws etc. for this work.
32. The contract is very important for providing water supply to the city of Rajkot. The contractor shall have to carry out the work of 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.
33. The contractor will be fully responsible financially for this work for any new taxes levied by the State or Central Government or local Government.
34. As per the Labour 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.
35. The contractor shall have to arrange for all necessary skilled / unskilled staff for operation and maintenance of the pumping station. Any of the employees 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.
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 water works aji zone, east 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 work of the existing machinery (electrical & mechanical) in the pumping station, 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 work of the said machinery also.
41. In case of any ambiguity found in specifications etc., the decision of Executive Engineer / Dy. Commissioner or Commissioner shall be final and bound to the contractor.
42. Deleted.
43. Maintain registers correctly with proper details such as; No. of hours of operation, flowmeter totalizer reading, etc. & will have to submit monthly data at room no. 12, East Zone office, R.M.C.
44. Check and clean whole D G set with canopy periodically at list one's a week.
45. Contractor shall be responsible for operating all valves within pumping station premises.
46. If necessary, in unavoidable circumstances, contractor shall have to operate valves outside pumping station premises also.

47. If any illegal activities found in the pumping station room is strictly prohibited and agency will be responsible for such illegal activities if found.

### **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.

### **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 wilful 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 submitted to RMC.
- 1.6 The insurances shall:
  - (a) Shall be in the name of the contractor and the contractor 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.
- 1.6 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**

- 7.1 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.
- 7.2 Other Loss or Damage
  - 7.2.1 Except as otherwise stated in this Clause 7.2 or covered by Clause 7.3, 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, wilful default or breach of statutory duty on the part of Contractor.
- 7.2.2 Except as otherwise stated in this Clause 7.2 or covered by Clause 7.3, 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.
- 7.3 Accidents or Injury to Workmen
- 7.3.1 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.
- 7.3.2 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[7].
- 7.3.3 The total liability of the Contractor to the Employer, under or in connection with these Conditions other than as provided in Clause 7.3.2 & 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, wilful 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.

### **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, ionising 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.

### **12.1 Notice of Force Majeure**

12.1.1 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.

12.1.2 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.

### **12.2 Duty to Minimize Delay**

12.2.1 Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure.

12.2.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

12.2.3 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.

**Penalty provisions:**

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

Skilled : Rs. 500/-Penalty/ Person Per Shift + Wages per person/Shift (As per approved tender rate OR Prevailing minimum wages which ever is higher

Unskilled : Rs. 450/-Penalty/ Person Per Shift + Wages per person/Shift (As per approved tender rate OR Prevailing minimum wages which ever is higher

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

**Mode of payment:**

1. After satisfactory work completion running bill demand with required below listed certified copy, monthly reports, & documents should be submit by the contractor to the concerned officer of RMC.

1. Employee Provident fund receipt of past month.
2. ESIC receipt of past month.
3. Professional Tax submission copy of past month.
4. Deleted.
5. Monthly O&M report of pumping station as instructed by Engineer in-charge.
6. On the part of social responsibility towards employees of bidder contractor should pay Minimum wages & all other benefits like P F, Insurance, etc to his employees & for that purpose documentary evidence must be produce to RMC on demand.

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

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.

2. Running bill shall be made as per the rules & its payments will be made as per the Rules of Rajkot Municipal Corporation 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 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 O&M report for the plant must be submitted to concern supervisor of RMC.
- 6 Number of employees to be provided may be 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.

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

Signature of Contractor

A.E. (MECH.)  
RAJKOT MUNICIPAL CORPORATION

A.E. (ELE.)  
RAJKOT MUNICIPAL CORPORATION

Dy. Ex. Engineer (Mech.)  
Rajkot Muni. Corporation

Dy. Ex. Engineer (Elect.)  
Rajkot Muni. Corporation

Add. City Engineer  
Rajkot Muni. Corporation