

RajkotMunicipal Corporation

Rajkot – 360 001

TenderNo.RMC/ WW /SP/O&M/22-23



VOLUME - I

(TECHNICAL BID)

PRE- QUALIFICATION&TECHNICAL SPECIFICATIONS

Comprehensive Operation and , Maintenance of Pressure filter plant and pumping machinery with allied Electro-Mech works, at Swami Vivekanand swimming pool on pedak road of east zone for period of 02 Years.

Milestone dates for e-tendering are as under

1. Downloading of e-Tender documents	11-5-2022 to 1-6-2022 up to 18:00 hrs.
2. Online submission of e - Tender	1-6-2022 up to 18:00 hrs.
3. Physical submission of EMD, Tender fee and other documents	3-6-2022 up to 18:00 hrs.
4. Opening of online tender tech bid	6-6-2022 at 11:00 am onwards.
5. Verification of submitted documents (EMD, e - Tender fee, etc.)	8-6-2022 at 11:00 am onwards.
6. Opening of Price Bid (If possible)	9-6-2022 at 11:00 am onwards.
7. Bid Validity	180 (One Hundred Eighty) Day's
For further particulars, visit us on "www.rmc.nprocure.com"	

Add City Engineer
Water Works –Aji Zone Room No - 12
Rajkot Municipal Corporation
East Zone Office - ZaverchandMeghani Bhavan
Bhavnagar Road. Rajkot
E-mail :hmkhakhar@rmc.gov.in

Rajkot Municipal Corporation
Water Works
e-Tender Notice

The e-tenders are invited with twobid system (Technical bid-physical and Price bid-Online) by Addl City Engineer, Water works project, Rajkot Municipal Corporation, Dr Ambedkar Bhavan, Central Zone Office Dhebarbhai Road Rajkot-360001, from the experienced& financially sound contractors registered in appropriate class &possessing necessary equipments and having trained personalsfor the below mentioned work:

Sr No	Name of Work	Estimated Cost		1. EMD 2. Tender fee 3. Time limit of work
		Year	In Rupees	
01	Comprehensive Operation and , Maintenance of Pressure filter plant and pumping machinery with allied Electro-Mech works, at Swami Vivekanand swimming pool on pedak road of east zone	1 st	11,23,069/-	1. 70,800/- 2. 1,125/- 3. 02 Years
		2 nd	12,35,375/-	
		Total	23,58,444/-	

Milestone dates for e-tendering are as under	
1. Downloading of e-Tender documents	11-5-2022 to 1-6-2022 up to 18:00 hrs.
2. Online submission of e - Tender	1-6-2022 up to 18:00 hrs.
3. Physical submission of EMD, Tender fee and other documents	3-6-2022 up to 18:00 hrs.
4. Opening of online tender tech bid	6-6-2022 at 11:00 am onwards.
5. Verification of submitted documents (EMD, e - Tender fee, etc.)	8-6-2022 at 11:00 am onwards.
6. Opening of Price Bid (If possible)	9-6-2022 at 11:00 am onwards.
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Forfurtherparticulars,visituson"www.rmc.nprocure.com"	

The e-Tender fee (Non Refundable)&bid security (EMD) willbe accepted in form of Demand Draft only, in favor of "Rajkot Municipal Corporation", Rajkot, from any Nationalize or Scheduled bank (except Co-operative Bank) in India as per attached bank list.

Financial Pre-Qualification for this work should be match with value of estimate for 1st year of work & relevant required other certificates as bellow.

01. Financial capacity of the agency.

1. Average annual turnover of last seven years should not be less than 50% of the estimated cost of 1st year tender cost.
2. The working capital should not be less than 25% of the estimated cost of work.
3. Minimum amount of Solavancy certificate of current year shall be Rs.2 lakhs.

02. Experience Criteria.

1. Bidder should have completed at least one work similar nature (i.e. Municipal services like Operation & Maintenance works of Water supply pumping station, Drainage Pumping station, Sewage Treatment Plant, Water treatment plant, Swimming pool, Head works, Annual Mechanical & Electrical maintenance rate contracts) of 60% magnitude or two works of 50% magnitude of 1st year's tender amount in either government or semi-government dept. in last seven years.
2. Bidder should have enough machinery and experienced personnel to supervise the work.

Note:

1. 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.

03. Availability of tools, plant, & manpower.

1. The agency should have adequate number of tools, safety kits & plant along with adequate numbers of experienced staff for carrying out the work. (Details of staff & tools with agency must be submitted in tech bid.)
2. Joint venture is not permitted.

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

1. The bidder / firm must have Electrical Contractor License and have registration in Class "E1" with Electrical Division of R&B of Gujarat state or in equal class of any Central Government / State Government / local self government authority.
2. Valid Electrical contractor license.
3. Pan card number.
4. Provident Fund registration certificate.
5. Employee State Insurance (ESI) registration.
6. Service tax /GST Registration certificate.
7. The Chartered Accountant's audited financial reports of last seven years for supporting financial strength of the bidder.
8. Solvency certificate from any Nationalize or Schedule bank (Except co-op bank)
9. Work Experience certificates in 3-A form only regarding this work issued by competent authority not below the rank of Add City Engineer.
10. Commissioner sir's circulars uploaded with tender must be submitted in attested copy.
11. Power of Attorney authorizing the person for signing the Tender and give any clarification asked by department.
12. The agency should not be Black Listed/terminated/Debarred or connected with firm blacklisted in any states, CPWD/MES/Railways or any Govt. semi Govt. autonomous body or pvt. body. Also no complaint is lodged against the firm/company anywhere in India, for which, agency will have to submit fresh Notarized Affidavit on stamp paper of Rs.300

The agency shall also have to submit the documentary evidence for possessing the all other required documents during the physical submission within the stipulated date and time. The physical submission of Technical bid shall be made in Sealed Envelope by 3/6/2022 Reg AD / Speed Post and the name of work shall be super scribed on the top of the envelope to the given address below.

Dy.exe.engineer,

Water works-aji zone,
East zone,Room no: 12,
First Floor,ShreeZaverchandmeghani bhavan
Bhavnagar road,Rajkot-360003

If the agency fails to submit the documents specified in pre-qualification criteria in the tech bid tender document, their tender will be treated as non-responsive and price bid will not be opened.

After opening of online technical bid with physical submission, the procedure for the pre-qualification shall be adopted and the e-Price-Bid of only successful qualified bidder(s) 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 bidder.

Conditional tender in any manner will be out rightly rejected.

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

Addl City Engineer
Water works
Rajkot Municipal Corporation

SECTION – " A "

INTRODUCTION

RAJKOT MUNICIPAL CORPORATION

RAJKOT

Introductory Note

RMC is the implementing agency for Water supply network & basic services to the citizens of Rajkot city. The work of this tendri.e Swami vivekanand swimming pool project is already implemented. The maintenanceresponsibilityofthe executed major civil works is also rested with RMC.

For scientific and smooth maintenance of the Swimming pool, RMC intent to engage experienced and resourceful agencies. The scope of agencies for package will be to Comprehensive operation and maintenance, repairs all the electro/mech asset created by RMC, for the period of 3 years and the same could be extended by mutual understanding. The tenders have been asked on turn key basis wherein contractor shall have to provide all the labour required for the maintenance as well as equipment, vehicle etc. RMC will supply raw water as well as power & consumable supply as Chlorine, PAC etc for running the plant free of cost. Chemicals for laboratory, Oil, Grease, Kerosine, brooms, stationary, maintenance spares parts & materials, tools & tackles etc or any other required consumable shall be in the scope of contractor & its required quantity stock shall be maintained by contractor at his own cost.

Scope of work includes Providing skilled / unskilled workers as per tender for running of pressure type filtration plant and all works like; alum/PAC/chlorine dosing, pressure filter bed washing, recycling of backwash water, daily regular operation of all electrical and mechanical machineries, cleaning of plant, swimming pool, cleaning of Aeration tanks, pre and post chlorination, regular cleaning of sludge thickener and wash water tank, operation of all control valve of filter water sump - bypass and plant / gate etc. cleaning & removing of dust settled in swimming pool by suction sweeper trolley. Loading un-loading of chlorine cylinders & its charging as well as all related maintenance work in two/three shifts should be done.

The tenders have been invited with two bids system i.e. the technical bid and the financial bid. The technical bid will be opened first and the financial bid of responsive offer will be opened at later stage.

Authorized Signature with seal of Agency..

SECTION-"B"

IMPORTANT PROVISIONS

- 1.1 Name of work: Comprehensive Operation and , Maintenance of Pressure filter plant and pumping machinery with allied Electro-Mech works, at Swami Vivekanand swimming pool on pedak road of east zone for period of 03 Years.
- 1.2 Amount of Earnest Money Deposit : The Bid Security will be **Rs.70,800/-**.
The Bid Security shall have to be submitted along with the Bid - Document, in form of D.D. of any Nationalized Bank or Schedule Bank (except Co-operative Bank) having Branch office in Rajkot.
- 1.3 Amount of Security Deposit : Total 5% of the total value of work will have to be paid as security deposit.
- 1.4 Time of Operation & Maintenance : 24 months from the date of work order. It can be extended for further period by mutual understanding.
- 1.5 Validity of Tender : 180 days from date of opening of Technical bids.

Authorized Signature with seal of Agency..

Add.Asst. Engineer (Mech.)
Rajkot Muni. Corporation

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

Add.city Engineer
Rajkot Muni. Corporation

SECTION-"C"

GENERAL INSTRUCTIONS FOR THE TENDERERS

1. INVITATION

e-Tenders under two bid system are invited on behalf of the Rajkot Municipal Corporation, Rajkot, Gujarat for the works mentioned in the scope of work below. However, no tender will be considered for only part of the items within a schedule or for any lesser quantity of an item than that specified.

2. WORKSCHEDULE

All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements may be rejected as non-responsive.

Contractors will be prequalified after opening and evaluating the prequalification bids as mentioned in the notice inviting tender. Price bid of only such prequalified tenderers will be opened for evaluation of price and further decision of accepting the tender will be taken.

3. PHYSICAL SUBMISSION OF DOCUMENTS:

Required Documents should be submitted physically to:
Office of the Deputy Executive Engineer. (Mechanical)
Water Works – Aji Zone Room No - 12
Rajkot Municipal Corporation
East Zone Office - Zaverchand Meghani Bhavan
Bhavnagar Road. Rajkot
E-mail : hmkhakar@rmc.gov.in

3. DOWNLOADING OF E-TENDER DOCUMENTS AT (www.rmc.nprocure.com)

: The tender documents shall comprise the following:

VOLUME-I PREQUALIFICATION BID & TECHNICAL BID

- I. Notice inviting tender
 - A) Introduction
 - B) Important provision of tender
 - C) General Instruction to tenderer
 - D) Special Instruction to tenderer
 - E) Financial & Technical (Qualification) Criteria with Formats
 - F) Conditions of Contract for Operation & Maintenance & Schedule of Guarantees
 - G) Special Terms and Conditions
 - H) Technical Specifications and scope of services and Annexures

VOLUME-II : PRICE BID

1. Tender form
2. Preamble to price schedules.
3. Price scheduled for Plant.

5. LANGUAGE OF TENDER:

e-Tenders shall be submitted in the prescribed form in English. All literature and correspondence in connection with tenders shall be in English or in Gujarati.

6. SUBMISSION OF TENDER:

Tenderers should go through all instructions, eligibility criteria and specifications in tendering documents carefully, visit and inspect site and submit tenders accordingly. RMC shall presume that the tenderer who submits his tender has properly understood the tender and is fully aware of the site conditions.

7. WHOM TO CONTACT:

The following officers may be contacted for any further information on the tender.

Shri H.M. Khakhar Deputy Executive Engineer
(Mechanical)

Rajkot Municipal Corporation
Water Works.
Mobile No. 9904291600

8. METHOD OF TENDERING:

- If an individual submits the tender, the individual with his full name and current address shall sign it.
- If the tender is submitted by a Proprietary concern, it shall be signed by the Proprietor with his full name and the full name of his firm with its current address.
- If the tender is submitted by a partnership firm, it shall be signed by all Partners of the firm with their full name and current address, or by a partner holding the Power of attorney. The partnership deed of the firm and a certified copy of power of attorney shall accompany the tender.
- A certified copy of the Partnership Deed, Current Address of the firm and the full names and the current address of all the Partners of the firm shall also accompany the tender.
- If the tender is submitted by a limited company or a limited corporation, the tender shall be signed by an authorised signatory having such power of attorney to sign on behalf of the company or corporation and in which case a Certified copy of the Power of Attorney with the evidence of its currency shall accompany the tender. Such limited company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

- All witnesses and sureties shall be persons of status and probity and their full names, occupation and addresses shall be stated below their signatures.

All signatures in the tender documents shall be dated.

1. Tenderers must submit tender's detailed Statements of facts as to:
 - i) Financial, Business and Technical organisation in attached form.
 - ii) Capabilities with respect to personnel, equipment, plant Licenses / Certificates and past performance as per attached form.

9. PREPARATION OF TENDERS:

Tenderer must submit:

- a) Tender shall be considered only if accompanied by full information as required under this tender.
- b) The tender will not be considered if complete information as called for in this tender is not given, or if particulars asked for in the Annexures of the Tender form are not fully furnished.
- c) The tenderer must sign the tender pages at bottom of each page unless otherwise specified.
- d) Any tender containing vague and indefinite expressions, which are against the terms and conditions laid down by RMC, will be considered as non-responsive.
- e) Tenderers shall physically submit in stipulated time as mentioned in NIT with certified copies of all necessary documents.
- f) Tenderers are requested to furnish all the technical data, description literature, leaflet and supplementary description and relevant specification, in English. Wherever required, the tenderers, to supplement may furnish additional information and data, amplify or clarify the information required in the specification.
- g) The tenders shall indicate in a summary form:
 1. Accessories/fitments which are standard with the equipment which though not specified in the tender are included in the scope of supply and are included in tender price.
 2. Accessories/fitments which may occasionally or frequently be required, but have been specifically excluded by the tenderers from the scope of supply and which are not included in tender price.
- h) No pages should be removed from the tender documents.

10. SUFFICIENCY OF TENDERS:

The tenderers shall be entirely responsible for the sufficiency of the rates quoted by him in this tender. Conditional tender will be outrightly rejected.

11. STATING OF RATES:

The total tender prices shall be quoted both in words and in figures at online e-tender only.

12. STAMP DUTY CHARGES:

Stamp Duty charges, wherever necessary shall be borne by the Contractor. The contract agreement will be executed on non-judicial stamp paper as per prevailing stamp duty act..

13. ADDENDA AND CORRIGENDUM:

Addenda and corrigendum will form, a part of the contract documents, and full consideration shall be given to all addenda and corrigenda in the preparation of tenders.

Tenderers shall verify the number of addendum and corrigendum issued. If any and acknowledge the receipt of all addendum and corrigendum to the Engineer and failure to do so may cause the tender to be rejected.

The owner or the Engineer may issue addendum/corrigendum and advise tenderers of the change, requirements such addendum/corrigendum may modify previously issued addendum and corrigendum.

All addendum, corrigendum issued by RMC shall be a part of the contract.

14. PROCESSES TO BE CONFIDENTIAL:

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

15. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of bid, including breakdowns of unit rates. The request for clarification and the responses shall be in writing but no change in the price or substance of the bid shall be sought, offered, or permitted

16. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 16.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) meets the eligibility criteria (b) has been properly signed (c) is accompanied by the required securities (d) is substantially responsive to the requirements of the bidding documents and (e) provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant.
- 16.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 16.3 If a bid is not substantially responsive, it will be rejected by the Employer, and cannot subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

NOTE:-

Tenderer is requested to follow all above instructions. Deviation in any one of them may cause rejection of tender.

**Authorized Signature
with seal of Agency.**

SECTION-"D"

SPECIAL INSTRUCTIONS TO THE TENDERERS.

1. The intending tenderer should visit the site, examine the site details, including geological and geohydrological conditions and verify the technical details given in the tender collect additional or supplementary data as may be required and formulate their offer accordingly.
2. **Intending tenderers can obtain Technical clarification relating to the work and the Tender Document by asking on phone No.9624718360**
 - 2.1 All Tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements will be treated as non-responsive and rejected outright.
 - 2.2 Conditional tenders shall be treated as non-responsive and rejected outrightly.
 - 2.3 Contractors will have to quote for the entire work and all items mentioned in the schedules containing bill of quantities and scope of work. Alternative offer is not acceptable and such offers will be considered non-responsive and outrightly rejected.
3. Contractors should invariably give elaborate and correct information in Schedules enclosed with this Post qualification Bid. They should also give whatever additional information in support of their claim for qualifying them as technically competent and financially sound agency to carry out the work under this contract and for evaluation of Post qualification Bid and selection of contractors for opening of the Technical Bid.
 - 3.1 Technical Bid shall be opened by City Engineer (Spl), Rajkot Municipal Corporation at Rajkot as per the prescribed date and time.
 - 3.2 After opening the Technical Bid, the procedure of Pre-qualification will be adopted and Price Bid of only such Prequalified contractors will be opened.

CRITERIA FOR PREQUALIFICATION

Tenderers who have submitted the tenders will be evaluated for Prequalification on the basis of information supplied by them in Proformas provided in this volume of the tender and on the basis of any additional information they may have submitted with the tender.

Prequalification will be based on assessing the contractor's ability to carry out the M& R work of the projects put to tender, and within the stipulated time. The weightage of different criteria is given in this bid.

The factors affecting the contractor's Prequalification will be the contractor's experience of carrying out similar works, his financial soundness, equipment and personnel available with him and which he intends to spare for the project put to tender quality of works carried out and performance of similar works carried out by him in the past.

5. The contractor should invariably give a brief note on their methodology and work plan for operation and maintenance of the work. This should include:
 - a) Plan for deployment of machinery
 - b) Quantity planning.
 - c) Details of manpower

The total tendered cost including prices for all materials and labour will be firm and fixed. No escalation/ variations shall be allowed under any circumstances.
6. Physical submission of Tenders arriving later than prescribed date and time shall not be accepted.
7. Prequalification details and Price-bid should be filled online and required documents shall have to be submitted physically in separate cover.
8. Tenderers who are partnership firms should attach certified copy of partnership deed. Tenderers who are limited companies should enclose the certified copies of the certificate of incorporation, Memorandum and Articles of Association and Resolution of company authorising the person who shall sign and submit the tender documents.
9. RMC reserves right to allot all the works for O&M work to the lowest tenderer or any of the tenderers at the approved rate.
10. No part of this contract or any share or interest therein shall be in any manner or extent transferred or assigned or sublet, directly or indirectly to any persons/ firms or organisation whatsoever.

Authorized Signature with seal of Agency.

Add. Asst. Engineer (Mech.)
Rajkot Muni. Corporation

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

Add. City Engineer
Rajkot Muni. Corporation

SECTION-"E"

FINANCIAL AND TECHNICAL CRITERIA

1. JOINTVENTURE

Jointventureisnotpermittedforthistender.

1.0 OTHERSPECIALINSTRUCTIONS:

- 1.1 Theoperationandmaintenanceofswimming poolisin onepackage only.Biddershallhavetoprovide separate staff,tools& plants,vehiclesetc.forthesameasapprovedbyclient.

01. Financial capacity of the agency.

1. Average annual turnover of last seven years should not be less than 50% of the estimated cost of 1st year tender cost.
2. The working capital should not be less than 25% of the estimated cost of work.
3. Minimum amount of Solavancy certificate shall be Rs.2 lakhs.

02. Experience Criteria.

1. Bidder should have completed at least one work of similar natureir-respective of amount (i.e. Municipal services like Operation & Maintenance works of Water supply pumping station, Drainage Pumping station, Sewage Treatment Plant, Water treatment plant, Swimming pool, Head works, Annual Mechanical & Electrical maintenance rate contracts) of 1st year's tender amount in either government or semi-government dept. in last seven years.
2. Bidder should have enough machinery and experienced personnel to supervise the work.

Note:

1. Enhancementfactorat10%peryearforlastsevenyearswillbeapplicable to arriveaverageannualturnoverandfinalizethe magnitudeofworkdone in lastsevenyears.
2. AvailableBidCapacity-ABC shallbefindoutbythe followingmethod.

ABCiscalculatedas $ABC = 2 * A * N - B$

Where,

A=Maximum valueofworksexecutedinanyoneyearduringthelastseven years(updated topresentpricelevelbyapplyingenhancementfactor) takingintoaccountthecompletedaswellasworksinprogress.

N=Numberofyears prescribed forcompletionoftheworksforwhich tendersareinvited.

B=Value(presentpricelevelbyapplyingenhancement factor)ofexisting commitmentsandon-goingworkstobecompletedduringthatnextN year(periodofcompletionoftheworksforwhichthetendersare invited.)

Note:

1. The bidders should state in detail about the contracts where delay has occurred, the period of delay and the reasons thereof. Details of works under litigation must also be furnished. Details of work that have been abandoned for reasons whatsoever should also be furnished.
2. Even though the bidder meets the above qualifying criteria, he shall be disqualified if **he has made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements** and/or record of poor performances such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
3. The above experience will be taken into consideration only for completed works carried out for Central / State Government Agencies as a main agency.
4. The evaluation will be done only on the basis of information submitted with the tender.
5. The bidder is requested to furnish their Technical & Financial details in the prescribed format given in this bid by the department.
6. All certificates & reports regarding financial & technical capacity & experience shall be Notarized only..
7. If required Original Certificate/Balance sheet shall have to be produced by the Contractor at the time of evaluation of tender.
9. Tenderers shall have minimum "Key Personnel" on their employment roll ("The key personnel") shall mean as defined in category of manpower schedule.
10. Any organization or firm interested to quote the tender **must have registration of their firm – organization in appropriate class.**
11. Experience of an individual person will not be considered as an experience of firm or organization. **Only organization/firm's experience will be considered.**

12. EXAMINATION BY TENDERERS

12.1 Prior to submitting the tender, each tenderer shall

- (a) Examine all instructions, eligibility criteria, and specifications in the tendering document.
- (b) Visit the site & determine local conditions which may affect the work including prevailing wages & other pertinent cost factors.
- (c) Familiarise himself with all central, state & local laws, ordinance, rules, regulations & codes affecting the materials supply & services including the cost of permits & licenses required for the work at site.

- (d) Co-relate his observations, investigations & determinations with the requirement of the tender documents.
No additional claim, discrepancy etc shall be entertained after opening of tender.

13. TENDER PRICES

The Tenderers shall fill in the prices in the schedules provided online for this tender. On acceptance, the prices shall be valid throughout the period of contract i.e. **Twenty Four (24) months**.

14. DOCUMENTS COMPRISING THE TENDER:

14.1 The Tender documents prepared by the Tenderers shall be in two parts comprising the following components:

Part I: Technical and Part II: Financial, contents of Part I and Part II shall be as follows:

(A) PART-I: TECHNICAL

- (i) Vol. I of the Tender Documents with all schedules filled in
- (ii) EMD / Tender fee
- (iii) Certified Photocopies of audited Balance Sheets for preceding five financial years.
- (iv) Fresh Bank Solvency certificate
- (v) Power of Attorney authorizing the person for signing the Tender.
- (vi) Tenderer's Provident Fund (PF) registration number.

(B) PART-II : Financial

Vol-II of the Tender document with duly filled in price schedules.

15. EARNEST MONEY DEPOSIT

The Tenderer shall furnish, as part of its Tender, Earnest Money Deposit for the amount as indicated in the invitation for tender.

15.1 The EMD shall be denominated in Indian rupees and shall be in form of: (A) A demand draft payable to "Rajkot Municipal Corporation", Rajkot" of any schedule bank except Co-operative bank having branch in Rajkot.

15.2 Any Tender without EMD will be rejected by the RMC as non-responsive.

15.3 Unsuccessful Tenderer's Earnest Money will be discharged/returned only after work is awarded to successful bidder.

The successful Tenderer's Earnest Money will be discharged upon the Tenderer signing the Contract and furnishing the performance/security deposit.

15.4 No interest will be paid on Earnest Money Deposit.

16. TENDER VALIDITY

Tenders shall remain valid for 180 days after the opening of Technical Bid Tender opening prescribed by the RMC. A Tender valid for a shorter period may be rejected by the RMC as non-responsive.

17. FORMAT AND SIGNING OF TENDER

Tenders signed by the Tenderer or a person or persons duly authorized to sign the Tender. The power of Attorney in favour of the person authorized to sign the Tender shall accompany the Tender. All pages of the Tender, shall be initiated by the person or persons signing the Tender.

18. OPENING OF TENDERS:

The online tender will be opened online .

19. EMPLOYER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The employer reserves the right at the time of award of contract to increase or decrease the "Scope of Work" without any change in price or other terms and conditions.

20. EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS.

The employer reserves the right to accept or reject any tender. The employer reserves the right to annul the Tendering process and reject all tenders at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers of any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

21. SIGNING OF CONTRACT

Within 10 days of receipt of the notification of Award/order the successful tenderer has to execute the necessary agreement with the RMC as per the prevailing rules & regulation of RMC.

22. PERFORMANCE/SECURITY DEPOSIT

Within 10 days of receipt of the notification of award from the RMC, the Successful Tenderers shall furnish the performance security in accordance with the Conditions of Contract, in the form acceptable to the RMC.

23 Failure of the successful Tenderer to comply with requirement of above clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the RMC may make the award to the next lowest evaluated Tenderer or call for new Tenders.

24. The Contractor will not be entitled to subcontract any part of his obligation to any third party.

**Authorized Signature
with seal of Agency.**

PROFILE OF THE TENDERER
(Furnish all detail on separate paper)

1. Name of the Company & Address :
2. Type of the tenderer's firm:
3. Date of incorporation of firm:
4. Nature of main business of the firm:
5. Since when dealing the business of O&M
of water/wastewater plant.....Month.....years.
6. Total No of employees on the (who can act as "key personnel")
7. Name and address and designation of contact
person.
8. GST No.
9. PAN No.
10. PF /ESI No.
11. Professional Tax No:

At head office/main office:

Telephone No.

Fax No.

E-mail

SEAL OF THE COMPANY

SIGNATURE:

DESIGNATION:

DATE:

Note: This form must be submitted duly filled-in by the Tenderer.

APPENDIX-A

STATEMENT OF FINANCIAL PARAMETERS

1. Annual turnover for last financial seven years

Sr No.	Financial Year	Turnover in Rupees.	Enhance factor	Turnover after applying Enhence factor.
01	2015-16		1.95	
02	2016-17		1.77	
03	2017-18		1.61	
04	2018-19		1.46	
05	2019-20		1.33	
06	2020-21		1.21	
07	2021-22		1.10	
	Average of seven year			

2. Working Capital

Working Capital As on date:- 31-03-2022 Rs. _____	
--	--

Note: - The bidders shall have to submit the copies of Audited Report of last seven Financial Years. The bidders shall also have to submit the Certificate regarding Turnover and Working Capital from the registered Chartered Accountant

Authorized Signature with seal of Agency.

APPENDIX:B

DETAILS OF EQUIPMENT-OWNED/HIRED

Sr.No.	Name of the equipments	Name and number of equipment	Make and year of Manufacturing	Working Condition

Authorized Signature with seal of Agency.

APPENDIX:C

DetailsofPersonneltobedeployed

Sr.No.	NameofthePerson	Qualification	Designation	Age	Experience	Dateof appointment

Authorized Signature with seal of Agency.

APPENDIXD

SITC, ExperienceofElectro-MechanicalPlantMachineries in last 7 (seven) years

Sr. No.	NameofProject	Owner/Client	Installed Capacityof machineryinKW	No.ofunits	Typeof machineries	Powerin KW
1	2	3	4	6	7	9

Authorized Signature with seal of Agency.

)

APPENDIX:E

Maintenance Experience of Civil Structure during last seven years

Sr. No.	Name of Contractor	Name of Client	Year	Name of Civil Structures	Capacity in Litres	Contract period	Certificate from client attached (Yes/No)	Weather job is under litigation Yes/ No	Remarks
1	2	3	4	5	6	7	8	9	10

Authorized Signature with seal of Agency.

APPENDIX: F

Operation&MaintenanceExperienceofElectro-MechanicalPlant in last 7 (seven) Years

Sr.No.	Nameof Project	Nameof plantwith location& address	Valueof contractin Rs.	Estimated Cost	DurationofOperation ofContractof		Whetherproject underlitigation (Yes/No)&reasonsthereof	Capacity
					Dateof Start	Dateof completion		
1	2	3	4	5	6	7	8	9

Authorized Signature with seal of Agency.

Section :F

**CONDITIONS OF CONTRACT
FOR
OPERATION & MAINTENANCE**

SECTION:F

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CONDITIONS OF CONTRACT
FOR OPERATION AND MAINTENANCE I
- ADMINISTRATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Conditions of Contract ("Conditions") the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

1. "Applicable Law" means all national (or State) legislation, statutes, ordinances and other Laws and regulations and by laws of any legally constituted public authority.
2. "Contract" means the contract agreement, these conditions, the employer's requirements, the Tender and the further documents (if any) which are listed in the contract agreement..
3. "Contractor's Equipment" shall mean all equipment, instruments, tools, machinery and other appliances and things of the Contractor at the Site required for the fulfillment of the obligations of the Contractor under these Conditions.
4. "Contractor's Personnel" means the contractor's representative and all personal whom the contractor utilizes on site, who may include the staff, labour, & other employees of the contractor and of each subcontractor & any other personal assisting the contractor in the execution of the work.
5. "Dispute" shall have the meaning given to it in Clause 13 of these Conditions.
6. "Defects Liability Period" means the defect liability period of two (2) years for all works commencing on and from the taking over during which contractor shall under take the responsibilities and have the liability for the facility.
7. "Employer's Risk" shall include the risks mentioned as employer's risks in the General Conditions and shall include any negligence or wilful misconduct on the part of the Employer and also any event of Force Majeure as provided in Clause 12 of these Conditions.
8. "Employer's Personnel" means the Employer's Representative,

the assistants and all other staff, labour and other employees of the employer and of the Employer's representative, and any other personnel notified to the contractor, by the employer or the employer's representative, as employer's personnel.

9. "Employer's Requirements" means the document entitled employer's requirements, as included in the contract, and any additions and modifications to such document in accordance with the contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the works.
10. "Facility" shall mean the entire system constructed including the buildings, structures, ramps, pits, pipes, fencing, lighting, testing and analysis equipment, tools, computers, software programs, safety equipment, plant machinery, supplies, instruments and inventory incorporated therein, as well as all open areas within the Site, and including any additions, modifications, alterations, replacement and repairs as may be made thereto from time to time.
11. "General Conditions" shall mean the conditions of tender issued by RMC for O&M works of projects.
12. "Good Operating Practices" means the standards, practices, methods and procedures as practiced internationally and in India conforming to all Applicable Law and that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced contractor engaged in India in the same type of undertaking under the same or similar circumstances as the Contractor pursuant to these Conditions.
13. "O&M Contract" shall mean the contract entered in between the Employer and the Contractor pursuant to these Conditions.
14. "O&M Completion Certificate" shall mean the certificate to be issued by the Employer on the fulfillment of all the obligations of the Contractor under these Conditions.
15. "O & M Services" shall mean those services specified in Schedule [1] which the Contractor is obligated to perform under these Conditions.
16. "O&M Standard" shall mean the standards:
 - a) Asset forth in the O&M Manual as accepted by the Employer;
 - b) As required pursuant to Applicable Law;

- c) Set out in the Performance Guarantee; and
 - d) For the functioning of the Facility as required in accordance with the Contract including such requirements as may be mentioned in the Employer's Requirements.
 - e) For the functioning of the Facilities set forth in these Conditions.
- 17 "O & M Manual" shall have the meaning for manual of Operation and Maintenance.
- 18 "O & M Period" shall have the meaning set out in Clause.
- 19 "O & M Price" shall mean the amount stated in Price Schedule.
- 20 "Party" shall mean each of the Contractor and the Employer and Parties shall mean both of them together.
- 21 "Performance Guarantees" shall mean the guarantee that the Facility shall be operated satisfying the minimum performance parameters set out in Schedule.
- 22 "Successor Contractor" shall have the meaning given to it in Clause.
- 23 "Site" shall mean that specific area specified in the bid documents & shall include any other places as may be specifically designed by the employer from time to time as forming part of the site.
- 24 "Taking Over Date" shall mean the date of issue of the taking over certificate under the contract phase.
- 25 "Taking Over Certificate" means the certificate to be issued when the whole of the works or any sections or part of the permanent works have been substantially completed & satisfactorily parts of the test on completion in accordance with the provision of the contract.
- 26 "Termination" shall have the meaning given to it in Clause [12] of these Conditions.

1.2 Interpretation

- In these Conditions, except where the context requires otherwise: (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words

indicating the plural also include the singular;

- (c) Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
- (d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (e) The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions;
- (f) The words "include", "includes" and "including" are not limiting;
- (g) As used in these Conditions, all defined terms include the plural as well as the singular;
- (h) Any agreement, document or drawing defined or referred to in these Conditions shall include each amendment, modification and supplement thereto and waiver thereof as may become effective from time to time, except where otherwise indicated;
- (i) Any reference to any Clause or Sub-Clause shall unless specified otherwise mean a Clause or Sub-Clause of these Conditions; and
- (j) Any right of the Employer to make any inspections or to review any document shall not create any obligation on the Employer to conduct such inspections or reviews to detect any errors, inaccuracies, ambiguities or other potential problems. No inspection or approval by or on behalf of the Employer shall operate as a waiver of any provision of these Conditions, any obligation of Contractor under these Conditions, or any of the rights of the Employer hereunder, except as expressly agreed in writing by the Employer.

1.3 Commencement and Duration of O&M Contract

1.3.1 "The O&M Period" shall commence upon issuing of work order and shall continue for a period of two (2) years.

The Employer may propose an extension to the O&M Period by giving prior notice to the Contractor

1.3.2 **The O&M period may then be extended subject to mutual consent and on terms and conditions agreed to by both the Parties.**

1.4 Applicable Law

1.4.1 The Contractor shall comply with all Applicable Law relevant to the Contractor's Personnel, including Applicable Law relating

to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

1.4.2 The Contractor shall require his employees to obey all Applicable Laws, including those concerning safety at work.

1.4.3 In the event Employer becomes liable to any Employers Personnel, any governmental authority (including but not limited to any fines or penalties levied by or payable to such authority) or any other third party under the provisions of any Applicable Law resulting from Contractor's failure to comply with such Applicable Law, Contractor shall reimburse Employer for all payments required to be made by Employer to such Employers Personnel, governmental authority or any other third party, plus the actual expenses that Employer may incur in investigating, settling or defending any litigation or threatened litigation.

1.5 Assignment

The Contractor will not be entitled to sub-contract any part of his obligation under these Conditions to any third party without prior approval of the Employer. Neither party may assign their rights and obligations under these Conditions without the consent of the other Party. However the Employer may assign any rights under these Conditions to any financial institution from whom any financial assistance/credit facilities have been availed by the Employer.

1.6 Safety

1.6.1 Emergencies

In the event of an emergency endangering life or property, the Contractor shall take such action as may be necessary to prevent, avoid or mitigate injury, damage or loss and shall, as soon as possible, report any such incidents, including his response thereto to the Employer.

1.6.2 Contractor Action

The Contractor shall utilize his personnel to take such action as may be necessary in accordance with Good Operating Practices in the event of an emergency. Notwithstanding anything to the contrary herein, the Contractor may incur any expenditure or take any other operating actions as the Contractor deems to be necessary (in accordance with Good Operating Practices) in the case of emergencies affecting the

Facilities or the operation of the Facilities to counteract the effects where the Contractor considers immediate action is required to safeguard lives or property. In case such emergency was caused due to an Employer's Risk then the Employer shall reimburse such reasonable expenses that might have been incurred by the Contractor in relation thereto acting in accordance with Good Industry Practices.

1.7 Notification

1.7.1 In the event of an emergency the Contractor shall forthwith notify the Employer of the emergency, the expenditures made and the operating action taken.

1.7.2 If the Employer considers that an emergency has arisen in relation to the Facilities, the Employer may give written notice to the Contractor specifying the nature of the emergency which it has identified and the manner in which it requests such emergency to be rectified. The Contractor shall rectify such defect with all due diligence. If such emergency is on account of an Employer's Risk then the Contractor shall be reimbursed all costs and expenses reasonably incurred by the Contractor for any action taken by it pursuant to such direction or notice. If the Contractor fails to comply with such direction or notice promptly, the Employer shall be entitled to procure that or any third party takes such actions as may be necessary to remedy such breach by the Contractor. Any costs that may be incurred by the Employer in this regard shall be reimbursed to him in full by the Contractor and shall be a debt due to him from the Contractor.

1.8 Inspections

Notwithstanding any provision of these Conditions and without prejudice to any of the other rights vested by the Contractor under these Conditions, the Employer shall have the right at all times to inspect the Facilities and the Contractor shall co-operate in every manner with the representatives of the Employer inspecting the Facilities and allow them access to every part of the Facilities and produce any records requested.

1.9 OPERATION OF THE FACILITIES

1.9.1 Operation of the Facilities

1.9.1.1 The Employer appoints the Contractor to perform and undertake the O&M Services and all other obligations set out and in accordance with these Conditions during the O&M Period.

The Contractor accepts the appointment and acknowledges a duty to perform such obligations.

1.9.1.2 The Contractor shall be in complete charge of and have custody and control over and responsibility for the Facilities, and the Contractor shall perform or cause to be performed on behalf of the Employer all O&M Services for the Facilities and shall supply or cause to be supplied all materials required therefore in accordance with the O&M Standard.

1.9.1.3 The Contractor shall also acknowledge that the Employer and the Employer's Personnel and other contractors may be carrying out work at the Facilities and shall endeavor to fully cooperate and work in a manner so as not to cause any obstruction or hindrance to them.

1.9.1.4 The Contractor is an independent Contractor and not an agent, employee and nothing in these Conditions or the O&M Contracts shall be deemed to create a joint venture between the Employer and the Contractor.

1.9.2 Responsibility of the Contractor

The Contractor shall be solely and exclusively responsible for:

2.2.1 obtaining all necessary permits and consents required by Applicable Law or any governmental authority for the Contractor to carry out the O&M Services;

2.2.2 making available suitably qualified and trained personnel to perform the O&M Services;

2.2.3 perform the O&M Services in accordance with the O&M Manuals and maintain the Facilities in good repair and condition and ensure that the Facilities are well and suitably maintained at all times in accordance with Good Operating Practices and in accordance with these Conditions;

2.2.4 procuring and administering all chemicals and other consumables, tools, equipment, spare parts and other materials (which shall be of good quality and unused) necessary for the operation and maintenance of the Facilities;

- 2.2.5 maintaining a system of records to identify all inventories related to the Facilities and preparing and providing to the Employer a complete accounting of such inventory for every fiscal quarter;
- 2.2.6 arranging for the testing and recalibration of all scales, meters, gauges and other measuring devices at the Facilities on an annual basis unless otherwise stated in the O&M Contract;
- 2.2.7 for providing any and all relevant information required by the Employer.

1.10 DUTY OF CARE BY THE OPERATOR AND PERFORMANCE STANDARDS

3.1 Duty of Care

- 3.1.1 The Contractor shall manage, operate and maintain the Facilities in accordance with Good Operating Practices and in accordance with the O&M Standards so that the Facilities are capable of meeting the outputs and specifications set out in the Contract.
- 3.1.2 The Contractor shall take full responsibility for the care of the Facility from the date of issue of the Taking-Over Certificate, till the end of the O&M Period.
- 3.1.3 If any loss or damage happens to the Facility, during the O&M Period due to any breach by the Contractor of any of his obligations under these Conditions including any willful misconduct, negligence and non conformity with Good Operating Practices than the Contractor shall, at his own cost, rectify such loss or damage so that the Facility conforms in every respect with the provisions of these Conditions.
- 3.1.4 The Employer shall be liable only in case of any damage caused due to any Employer's Risk.

1.11. OBLIGATIONS AND RESPONSIBILITIES OF THE EMPLOYER

The Employer shall employ the Contractor to provide the O&M Services and shall:

- 4.1 following the issue of work order, hand-over the custody of the Facilities to the Contractor for its use during the O&M Period; and
- 4.2 pay the Contractor all sums required to be paid in accordance with the terms of these Conditions.

Notwithstanding anything else herein contained the Employer may set off any sums owed by the Contractor under the Contract for monies owed to the Contractor by the Employer under these Conditions or as

adebt due from the Contractor.

4.3 No advance payment or Down payments shall be made.

2. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

The Contractor hereby represents for the benefit of the Employer as follows:

2.1 Performance of O&M Services

2.1.1 that the Contractor has the required skills and capability to perform, and shall diligently perform, the O&M Services in a high-quality, timely and professional manner utilizing sound engineering principles and project management procedures in accordance with Good Industry Practices;

2.1.2 that the Contractor shall perform its obligations hereunder in accordance with the requirements of these Conditions and shall meet the Performance Guarantee; and

2.1.3 that it shall not use any spare parts or material that are not new and which shall be of a quality that is in accordance with Good Industry Practices.

2.2 Knowledge of Adverse Information

5.2.1 As of the Commencement Date, Contractor is not aware of any facts, conditions or events which would affect the ability of Contractor to provide the O&M Services in accordance with these Conditions.

5.2.2 Contractor has familiarized itself with the nature and extent of the O&M Services required to be provided under these Conditions and with all other requirements under Applicable Law.

2.3 Organization, Standing and Qualification

Contractor is validly existing and in good standing under Applicable Law and has all necessary power and authority to carry on its business as presently conducted and to perform its obligations under these Conditions. Contractor is, or will be prior to the date on which the O&M Services are to be commenced, duly qualified or licensed to provide these services.

2.4 Due Authorization

2.4.1 Each of the execution, delivery and performance by the Contractor of all contracts entered into pursuant to these Conditions shall be duly authorized by all necessary action on

the part of Contractor.

2.4.2 Neither the execution and delivery by Contractor of the O&M Contract, nor the consummation by Contractor of any of the transactions contemplated hereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of, any governmental authority or agency, except:

- (a) Such as have been duly obtained, given, registered, recorded, filed or taken and are in full force and effect or are not yet required; and
- (b) Filings and recording expressly required pursuant to the O&M Contract. Contractor holds, or will obtain, any and all licenses, permits and approvals on a timely basis. Contractor has no reason to believe that any of those not yet required will not be readily obtainable or done in the ordinary course of business upon due application therefor.

2.5 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.

3 INSURANCE

3.1 The equipment being operated and maintained in this Contract shall be fully insured against loss or damage by the contractor. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

3.2 The Contractor shall, without limiting his or the Employer's obligations and responsibilities will insure equipment and other things brought, onto the Site by the Contract, for a sum sufficient to provide for their replacement at the Site.

- 3.3 Any amounts not insured or not recovered from the insurers shall be borne by the Contractor in accordance with their responsibilities under the agreement.
- 3.4 The Contractor shall indemnify the Employer against all losses and claims in respect of-
- a) Death or injury to any person, or,
 - b) Loss of or damage to any property (other than the Works)
 - c) Which may arise out of -iii consequent of the Operations and Maintenance of the Facility and the rectifying of any defects therein, and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 3.5 The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Sub-contractor, resulting from any act or default of the Contractor, his agents or servants.
- 3.6 The Contractor shall insure all the personnel against damage, health hazard, loss of life, safety requirements and other obligations over and above that is considered under labour laws, factory act and prevalent statutory laws in the region. The certificates of the workman's insurances shall form part of the agreement and in absence of such insurance, work or O&M shall not commence.

4 INDEMNIFICATION

4.1 Loss or Damage to Facilities

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

4.2 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:

- (i) 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.

4.2.2 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.

4.3 Accidents or Injury to Workmen

4.3.1 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.

4.3.2 Neither Party shall be liable to the other Party for loss of use of the Facilities, loss of profit, loss of any contractor for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than under Sub-Clause [13] and this Clause [7].

4.3.3 The total liability of the Contractor to the Employer, under or in connection with these Conditions other than as provided in Clause 7.3.1 & 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.

5 INSPECTION

5.1 General Provisions

The Employer may check the operation of the Facilities or designate an organization of his choice to carry out inspections regularly. The Employer or the organization appointed by him shall check that the Contractor is performing the tasks for which he is responsible with due diligence. The Contractor shall at his cost provide all the assistance the Employer requires to complete these inspections.

5.2 Measurement and Analysis

5.2.1 The Employer has the right to perform any analysis or inspection he deems necessary.

5.2.2 The water quantity, for any such test, analysis or inspection shall be measured by flow-meters installed at the Facility, which are acceptable to the Employer.

5.2.3 The Contractor shall be responsible for the security and protection of flow-meters at the designated point. If there is any malfunctioning of the meters, it should be replaced at the Contractor's cost.

5.3 Plant Complex Visits

5.3.1 A report shall be drawn up to record the opinions of both Parties. The Employer reserves the right to call equipment manufacturers or specialized technicians for these visits.

5.3.2 These visits shall provide an opportunity for examining maintenance programs and operating procedures and improvements requiring additional investments.

5.3.3 Any test, visit, analysis or inspection and any approval thereof shall not in any way alter/modify or dilute the responsibility of the Contractor to fulfill his obligations under these Conditions.

6 RECORDS AND REPORTS

6.1 Operating Records and Data

The Contractor shall:

6.1.1 Prepare and maintain, on a current basis and in accordance with generally accepted Indian accounting principles, proper, accurate and complete books and records and accounts of all transactions related to the Facilities including a log book at the

site which shall contain in detail the following details:

- (a) Reading from the different meters, indicators and recorders (including but not limited to consumption of energy, volume of Water conveyed, operating times of the different items of equipment etc which may be updated on a daily basis); and
- (b) Report of visits by persons other than those of the Employer and the Contractor to the Facility.

6.1.2 Establish and maintain a weekly and monthly reporting system to provide storage and ready retrieval of operating data relating to the Facilities, including such information necessary to verify calculations made pursuant to these Conditions or the O&M Contract and provide the same to the Employer on a monthly basis.

6.1.3 Provide to the Employer or such persons notified by it access to the Facilities and to data in relation to the Facilities, at all times.

6.1.4 At the Employer's request, at the end of every month, make a copy of the system performance data for that month as recorded by the instrument and control system on floppy diskettes and printed document therefrom and deliver the same to the Employer within one week.

6.1.5 Provide support to the Employer to meet the data requirements of all competent authorities and under Applicable Law.

6.2 Reports

6.2.1 The Contractor shall submit the reports mentioned in Schedule [4] at times indicated in the said Schedule (Hard copy as well as Soft copy).

6.2.2 The Contractor shall also provide the Employer with such reports as are required by the Employer and shall comply with all reporting requirements prescribed under these Conditions and the O&M Contract. In addition the Contractor shall submit the following information to the Employer:

6.2.3 Upon obtaining knowledge thereof, shall submit prompt written notice of:

- (i) any litigation or material claims, disputes or actions, threatened or filed, concerning the Facilities or the services to be performed hereunder;
- (ii) any refusal or threatened refusal to grant, renew or extend or any action pending or threatened that might

affect the granting, renewal or extension of any clearance, permit or license;

(iii) Notwithstanding the aforementioned materiality, all penalties or notices of violation issued by any authority under Applicable Law;

6.3 the Contractor shall promptly submit to the Employer any material information concerning new or significant aspects of the operations of the Facilities, any material complaint about the Facilities from any person or entity with a bona fide complaint who complains directly to the Contractor and, upon Employer's request, shall promptly submit any other information concerning the Facilities or the services performed by the Contractor.

6.3.1 The Employer may from time to time specify any changes to be made to any of the format of any report or plan required hereunder.

6.3.2 If the Contractor is required by any Applicable Law to produce any projection, report or any other document relating to the provision of the O & M Services of the Facilities or the Employer requests a report regarding other information relating to the Facilities, the Contractor shall prepare a draft of such document at the request of the Employer, as soon as practicable and in any event within any time limit prescribed by Applicable Law.

6.3.3 If the Contractor is required by any Applicable Law to produce any projection, report or any other document, it shall prepare such report diligently and submit the same to the Employer as soon as possible thereafter. Wherever practicable, such reports shall be submitted to the Employer for review [3] days before the same is issued. The Contractor shall take into account any comments or revisions proposed by the Employer thereon.

6.4 Procurement

6.4.1 The Contractor is responsible for the procurement of all goods and services necessary to ensure compliance with its obligations under these Conditions.

6.4.2 The Contractor shall procure spare parts, materials, supplies and other consumable items, and maintain an adequate inventory thereof at the Facilities.

7. Payment

- 7.1 The Contractor's request(s) for payments shall be made to the RMC in writing, accompanied by invoice(s) along with presence sheet of personnel of particular month duly certified by your Engineer on site, claim set c. as appreciate.
- 7.2 Payments shall be made by RMC as per procedure subsequent to the submission of such invoice(s)/claim(s) by the Contractor.
- 7.3 The RMC will 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 telephone bills submitted by telephone department, the cost of bills will be borne by Contractor.)
- 7.4 Contractor will provide Security Guard services for all assets in plant premises for 24 hours of a day and 365 days of the year for the whole contract period.

8 DELAY DAMAGES

Performance Guarantees and Delay Damages

The Contractor shall operate and maintain the Facilities in accordance with:

- 8.1 The O&M Standard; and
- 8.2 the Good Industry Practices.

In case of the failure of the Contractor to achieve each of the requirements mentioned in Price Schedule, he shall be liable to pay Liquidity Damages for each unit of shortfall.

9 TERMINATION

Termination shall mean the termination of the O&M Contract by the Employer or the Contractor in accordance with Clause 12.1 or 12.2 respectively.

- 9.1 Termination by Employer may be in case of:

The Employer may terminate the O&M Contract by notice on:

- (a) the dissolution or insolvency of the Contractor, pursuant to an order of a court or the bankruptcy of the Contractor; or
- (b) if 45 days having passed since the Contractor is in material breach of his obligations under these Conditions, or
- (c) if the Contractor ceases to carry on its business; or
- (d) abandonment; or

(e) If penalty amount exceeds to 20% of one year tender amount.

9.2 Payments upon Termination

9.2.1 Upon termination or as soon as practicable thereafter an account shall be taken of the net amount owing from the Employer to the Contractor or from the Contractor to the Employer (as the case may be). The Employer shall forthwith pay to the Contractor (if the balance is due to the Contractor) all moneys due to the Contractor. If the account shows a balance due to the Employer from the Contractor, the Contractor shall forthwith pay any such balance to the Employer;

9.2.2 As part of the calculation made pursuant to clause 12.1 of the amounts due to the Contractor on Termination, the following amounts shall be taken into account:

9.2.2.1 the portion of the O & M Price outstanding and payable by the Employer for the period prior to the Termination;

9.2.2.2 any Delay Damages or indemnities for which the Contractor would be liable under these Conditions up to the date of Termination;

9.2.2.3 any other amounts due to the Employer under these Conditions by the Employer including return of any amount of the O & M Price paid in advance by the Employer to the Contractor under Clause [10].

9.3.3 In case of a Termination by the Employer in accordance with Clause 12.1 the Employer may recover other than the amounts due to him under Clause 12.2.2, any costs incurred by him in finding any replacement contractor.

9.4 Successor to the Contractor

Upon Termination:-

9.4.1 The Contractor shall use all endeavors to facilitate the appointment and commencement of duties of any person to be appointed by the Employer to operate and maintain the facilities (the "Successor Contractor") so as not to disrupt the normal Operation & Maintenance of the Facilities and shall provide full access to the Facilities and to all relevant information, data and records relating thereto by the Successor

Contractor and its representatives and accede to all reasonable requests made by such persons in connection with preparing for taking over the Operation & Maintenance of the Facilities,

9.4.2 Promptly after Termination, the Contractor, shall deliver to (and shall, with effect from Termination, hold on trust for and to the order of) the Employer or (if so required by the Employer by written notice) to the Successor Contractor all property in its possession or under its control owned by the Employer or leased or licensed to the Employer;

9.4.3 The Contractor shall transfer to the Successor Contractor, as from the date of Termination, its rights as the Contractor under all contracts entered into by it in the performance of its obligations under these Conditions or relating to the Operation & Maintenance of its obligations under these Conditions or relating to the Operation & Maintenance of the Facilities. Pending such transfer, the Contractor shall hold its rights and interests thereunder for the account and to the order of the Successor Contractor.

9.4.4 The Employer shall be reimbursed any cost and expenses incurred by the Employer due to default of the Contractor in discharging its obligations under this Clause [12].

9.4.5 The Contractor shall, upon Termination of the O&M Contract, cooperate with the Employer and the Successor Contractor and comply with all reasonable requests thereof, including the execution of documents etc.

9.4.6 Upon Termination of the O&M Contract on expiry of the terms of the O&M Contract, the Parties agree that:-

9.4.7 The Contractor will use reasonable efforts to ensure a transition to the next Contractor that will avoid operating difficulties for the Facilities.

9.4.8 For a six (6) month period after Termination or six (6) months prior to the expiration of the O&M Contract, the Contractor shall, at his expense, provide sufficient assistance to the Employer in the hiring and training of replacement personnel for those Facilities.

9.5 Notwithstanding anything else herein contained the Employer shall be entitled to terminate the O&M Contract, at any time at the Employer's convenience, by giving notice of such termination to the Contractor.

The termination shall take effect 28 days after issuance of the notice of termination.

9.5.1 On the expiry of the O&M Contractor Termination of the O&M Contract, all the installations, works and equipment placed under the Contractor's responsibility shall be handed over to the Employer, at no cost, in good working order, except for normal wear and tear. The Employer may perform many inspections, tests or expert appraisals he shall consider necessary with a view to checking that the property is in good working order. The Contractor shall also hand over any unutilized spares, consumables etc. purchased for the Facilities.

9.5.2 At the end of successful O&M Period, the Contractor shall be entitled to receive an O&M Completion Certificate.

9.5.3 The delivery of such O&M Completion Certificate will relieve the Contractor from his responsibility as regard to the operation & maintenance of the Facilities and confirm that the Contractor has fulfilled all of his obligations under these Conditions.

10 Arbitration and dispute Resolution

DISPUTE RESOLUTION

10.1 Amicable Settlement

All disputes, controversies or claims between the Parties of any type arising out of or relating to these Conditions (a "Dispute"), including any relating to the breach, default, termination, nonpayment of sums of money due hereunder or invalidity hereof, shall be settled in the manner set forth in this Clause. Initially, and as a condition precedent to pursuing arbitration pursuant to this Clause, the representatives or other duly authorized personnel of each Party shall attempt to resolve such Dispute through negotiation. If such officers or other authorized personnel are unsuccessful at such resolution then within 90 days of the date of such failure either Party may refer the Dispute to arbitration in accordance with Clause [15.2]. Under arbitration act.

10.2 Arbitration

Decision of The Municipal Commissioner shall be binding to the contractor at the time of any disputes.

10.4 Continuance of Obligations

Performance of the O&M Contract and obligations under it shall

continued during the settlement of any Dispute pursuant to this Clause.

11 GOVERNING LAW AND JURISDICTION

These Conditions and the O&M Contract shall be governed in accordance with Indian Law at the Rajkot Jurisdiction only.

The Contractor agrees that any legal action or proceedings arising out of these Conditions may be brought in the courts or tribunals at Rajkot in India and irrevocably submits themselves to the jurisdiction of such courts or tribunals. The Employer may, however, in its absolute discretion commence any legal action or proceedings arising out of these Conditions in any other court, tribunal or other appropriate forum, and the Contractor hereby consents to such jurisdiction.

Add. Asst. Engineer (Mech.)
Rajkot Muni. Corporation

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

Add. city Engineer
Rajkot Muni. Corporation

SECTION-"F"

SCHEDULE 1

Operation and Maintenance Services

1. The Contractor shall be required to perform the following services under these Conditions¹:
2. Providing skilled / unskilled workers as per tender for running of pressure type filtration plant and all works like; alum/PAC dosing, bed washing, recycling of backwash water, daily regular operation of all electrical and mechanical machineries, cleaning of plant, pre and post chlorination, regular cleaning of sludge thickener and wash water tank, operation of all control valve of filter water sump - bypass and plant / gate etc. cleaning & removing of dust settled in swimming pool by suction sweeper trolley. Loading un-loading of chlorine cylinders & its charging as well as maintenance work in three shifts should be done.
3. The Contractor shall be responsible for corrective maintenance of civil, hydraulic, mechanical, electrical and computing equipment as well as miscellaneous equipment.
4. The Contractor shall be responsible for carrying out regular servicing and lubrication of rotary machines, complying with maintenance instructions as defined in the Operation and Maintenance Manual, and ensuring that electromechanical equipment and motors operate correctly at all times.
5. The Contractor shall ensure that measurement systems operate correctly at all times.
6. The Contractor is responsible for the maintenance of the landscaped areas inside the Employer existing plant only.
7. The Contractor shall be responsible for maintenance of all the components of the plant including all electro-mech units.
8. The Contractor will operate and maintain in a state of continuous operational readiness all plant and systems to meet the laid down standards. It shall remain the Contractor's responsibility to ensure that plant systems are at all times able to operate to the maximum capacity of the installed duty plant.
9. Deleted
10. For the duration of the O&M period, the Contractor will be responsible for the supply and control of lubricants, spare parts and consumable materials excluding electrical power, Chlorine, necessary for the continuous operation of the swimming pool..

¹Provided here are certain standard services that RMC could require. However RMC may wish to review this and make changes depending on the exact nature of services they require from the Contractor.

10. The Contractor will manage the consumables and utilities services to ensure their most economic consumption and to minimize wastage.
11. The quantities of all the unutilized spare parts and consumable materials will be fully handed-over to the Employer at the end of the O&M period.
12. The Contractor will make all necessary arrangements to ensure the continuous supply of spare parts and material for the works, and the rate of supply of these materials shall be in such quantities and amounts as would ensure uninterrupted operation.
13. All the furniture and administrative office equipment etc. required shall be furnished by the Contractor. Costs of operating administrative office and supplies shall be borne by the Contractor.
14. Cost of operation and maintenance and housekeeping of housing complexes including roads, gardens, electrical installations, etc. will be borne by the contractor.
15. The replacement of major electrical and mechanical equipment if found necessary (Entire unit or technological upgradation) will be done by Rajkot Municipal Corporation. In this regard decision of the Addl City Engineer shall be binding to the Contractor.
16. Maintenance/repairing of all electrical/mechanical equipment, rewinding of all types of motors, repairing of all types of pumps, motors, electrical starters, repairing of transformer, cable jointing shall be done by the contractor.
17. Major repairing of civil structure/mechanism/electrical accessories in case of force majeure like earthquake, heavy flood, heavy cyclone, riot, theft, fire, any kind of accident etc. shall be in the scope of RMC.

Add.Asst. Engineer (Mech.) Rajkot Muni. Corporation	Dy.Ex. Engineer (mech.) Rajkot Muni. Corporation	Add.city Engineer Rajkot Muni. Corporation
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SCHEDULE- 2

PerformanceGuarantees

ThisSchedulemaycontaincertainminimumperformance thattheContractormust guaranteeintermsofqualityoftreatedwaterandmaximumpermissibleparameter asperthestandardprescribedbyRMC for the swimming pool.

SCHEDULE- 3

O&MPrice

TheContractorshallbepaidafixedlumpsumamountforO &M.

SCHEDULE- 4

REPORTS

DOCUMENTATION/REPORTS

- i) The Contractor will be responsible for keeping and updating, record of documents for equipment and maintaining everyday logbook. The contractor shall maintain and update logbook and details of operational parameters are recorded in every shift at regular interval (e/g/hourly or as agreed mutually by the Engineer):
- ii) Printing of logsheets, registers and all necessary stationery required for maintaining records of operation and maintenance has to be arranged, by site Contractor at this cost.
- iii) The Contractor shall submit to the Engineer within first seven days of every week, copy of the monthly O&M report. This report must include the following:
 - a) Plant input each hour and total for the day in MLD.
 - b) Power consumed by plant per day.
 - c) Preventive maintenance work carried out in the previous week.
 - d) Preventive maintenance work that will be carried out in the next week.
 - e) Maintenance carried out due to fault/ breakdown of equipment.
 - f) Details of repairs carried out.
 - g) Details of parts and Consumables replaced.

MONTHLY REPORT

The monthly report shall include but not be limited to:
Volume of water treated with quality,
All the problem areas in the facility,
Electricity consumed totally
(Including G-7 card).

SCHEDULE-5

Insurances

Insurance against Injury to Persons and Damage to Property

The Contractor shall insure against liability for any loss, damage, death or bodily injury which may occur to any physical property (mechanical, electrical, automation work pipeline, other civil work, storage) or to any person which may arise out of the Contractor's performance of his obligations under these Conditions during the O&M Period.

This insurance shall be for a limit of per occurrence of not less than the amount, with no limit on the number of occurrences.

Insurance for Contractor's Personnel

The Contractor shall effect and maintain insurance against liability for arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

The Employer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

SECTION-"G"
SPECIAL TERMS AND CONDITIONS (
PART – I)

Technical Conditions

- 1) The operation and maintenance of all the works included in this tender as per details given should be carried out by contractor at his own cost.
- 2) All the units of the plants should be kept in fill-up condition as per requirement during the full day period. (24 Hours)
- 3) A weekly report for quality and quantity of treated water should be submitted to the office of the Dy Exe Engineer concern.
- 4) Electric bill for running the plant at the head works site will be paid by RMC, bill should be submitted to office for payment as soon as received by him from PGVCL. Penalty if any for delay will have to be paid by contractor.
- 5) All the required electrical goods like bulb, tube light, chock, starter, fuse, wire etc. required for operation and maintenance shall be procured by contractor at his own cost and lighting arrangements should be kept in good condition.
- 6) At the time of breakage in pipeline or valves for repairing purpose contractor has to make arrangement at his risk and cost for labours, fitter, required all materials like rubber packing, nut bolts, gland, all required parts of valves in Plant & transmission main including pickup van, Jeep, welding machine, welding rods, Tractor etc. should be provided by contractor at his own cost. All consumable materials should be of standard quality as approved by Engineer-in-charge of work.
- 7) All type of pipeline including chambers, open channels, gates should be maintained and repaired by contractor at his own cost.
- 8) At the time of repairing or replacement of any type of Pipes and valves required for repairing or replacement after verification by concerned engineer or his representative, fitting work of pipe or valves shall be carried out by contractor at his own cost including, labour, excavation cutting, fitting, welding, testing, refilling etc. complete. Repairing work shall be started within one hour after breakage or leakage come into notice.
- 9) Any type of valve or gate or part of the valve or gate not working properly after repairing and requires replacement, as per opinion of Addl City Engineer or his representative, then required valve or gate will be supplied to the contractor free of cost from departmental store if available. Replacement shall be done

by the contractor and old valves should be shifted to department store and entered in concerned register including cost of loading, unloading, carting stacking etc. complete.

- 10) During the period of contract a person other than responsible representative of contractor or person employed by him should not enter into the premises of the plant. Every care should be taken by contractor to prevent such type of unauthorised entry or interruption in the premises or surrounding the property of RMC.
- 11) At any time during the visit of Engineer in charge or his representative if it is observed that the operation and maintenance is not carried out properly, that work liable to be terminated or rejected for compliance.
- 12) Operation and maintenance of metres installed at plant sites should be carried out by contractor and entry shall be made in the register at every one hour. If any metre is not working properly it should be properly repaired by contractor from any technician of such type of repairing work. If it is not repairable replacement will be done by Rajkot municipal corporation.
- 13) After issue of work order contractor or his responsible representative should joint visit the site of every work accompany with officer concern. A list and position of works and all valves with dia and nos. are report will be prepared and should be jointly signed by contractor and department. A copy of same report shall be issued to contractor. At the time of completion of contract period same type of report should be prepared and possession of all the works and components should be handed over to department. If repairing & maintenance work is not done properly by contractor, the cost of repairing work will be recovered by department from contractor.
- 14) All the work executed under this project & covers in the scope of this tender shall be handed over to contractor from the date of work order. Proper operation and maintenance of the same works/components shall be carried out by contractor and at the time of completion of contract period or termination of contract, contractor should have to give possession of all the work and components to the department in good condition. Before handing over the possession to the department account of contract will not be finalized and deposit will not be refunded to contractor. For all type of legal activities and expenditure for the same, contractor will be fully responsible.
- 15) During the period of contract for any type of dispute, decision of Municipal Commissioner will be final and binding to both the parties.
- 16) Prescribed registers as maintained by agency during the period of operation and maintenance period shall be submitted to the department. All the material

received during repairing and replacements shall be deposited in departmental store at the cost of contractor. All repairing work should be carried by contractor at his own cost during the period of contract. Contractor should be fully responsible for injury to any public person or men engaged by contractor for work and contractor shall be fully responsible for compensation for it.

- 17) Servicing of all the valves and gates cleaning of all civil works and maintenance shall be carried out regularly by contractor and entered into the concerned registers.
- 18) Worksheet shall be maintained by contractor for replacement of material in pipeline, or valves, spare parts of Electro-mechanical equipments.
- 19) All the works included in the scope of work shall be oiled/snowcempainted once in the three years contract period (i.e. at the end of second year or as suggested by engineer-in-charge) at the cost of contractor.
- 20) All the gardens and plants situated at plants sites shall be supplied water and maintained properly by contractor. No any extra payment will be made on account of this work.
- 21) All the information regarding labours, staff, vehicles etc. is incorporated in this tender for preparation of estimate. As per list staff having proper qualification/labour shall be deployed by contractor for smooth running of plant, failing which, RMC will deploy required personnel at the risk and cost of contractor and recovery for such expenditure will be made from the bill of contractor.
- 22) The contractor has to make all the arrangements required for the proper operation, maintenance smooth running of plant and safety of all the works included in this contract at his own cost during the whole contract period.
- 23) List of all the assets, pipeline appurtenance plants & machineries, all types of valves, gates, chambers, pump houses, security cabin, office building and lab, hydraulic civil structures, spare parts, store, telephone, electric panels etc. will be handed over to contractor for M&R purpose & same should be returned to RMC in working condition as soon as the plant is taken over by RMC for further M&R period to any other party.
- 24) Any damage / breakage found from mischievous element found in the system, the contractor should lodge police case immediately under intimation to concern Manager/City Engineer.
- 25) Material consumption register in prescribed format should be maintained by the contractor. During the visit of Engineer-in-charge if required it should be produced.
- 26) "The Contractor" shall operate and utilize all the control and monitoring systems, provided and if found to be necessary and if approved by the engineer, shall make adjustments within the operating range of the control system and equipments so that the plant operation matches the requirement.

- 27) "RMC" shall directly pay all the power bill to PGVCL but the Contractor will be required to furnish Electricity Consumption in the Schedules provided.
- a) One mobile or landline must be provided by contractor during this contract period & its telephone bills will have to be paid by the successful bidder. No reimbursements shall be made.
- 28) All miscellaneous items, for example, vehicles, tools, testing equipment, cleaning or green keeping equipment, security and safety equipment, electrical fixtures, etc shall be provided by the Contractor at his expense.
- 29) **a)** The Contractor shall provide experienced managerial, technical, supervisory, administrative and non-technical personnel and labour necessary to operate and maintain the plant in a scientific way.
- b)** The qualification and capability of the Contractor's personnel shall be appropriate for the task they are assigned to perform. The staff provided shall be fully trained in the operation of the swimming pool before being given responsibility for operating any part of the plant. If in the opinion of the Engineer, any member of the Contractor's staff is considered to be insufficiently skilled or otherwise inappropriate for the task he is required to perform, he shall be replaced by the Contractor with a person with the appropriate skills and experience for the task, to the approval of the Engineer.
- c)** The Curriculum Vitae (CV)/Resumes of the Contractor's key personnel shall be submitted to the Engineer for acceptance at least 7 days before the anticipated commencement of the O&M, period. Any change of personnel shall be promptly informed to the Engineer within a day's time.
- Normal time duty hours for the contractors' operation & maintenance personnel may be modified/changed as necessary and agreed by the Engineer. A rotating shift schedule shall be established by the Contractor and agreed by the Engineer which will ensure that an adequate number of the Contractor's staff, is on duty at Plants 24 hours per day, 7 days per Week, including all holidays.
- d)** The engineer-in-charge is authorized to make changes in shift arrangement and number of personnel according to O&M requirement.
- 30) **a)** The Contractor shall be responsible for safety on Site during the O&M of the Works by the Contractor.
- b)** The Contractor's duties with respect to Safety shall include the following:
- i) Utilize safety awareness procedures in every element of operation and

maintenance.

ii) Give emphasis to site including:

- * Safe working and safety procedures as per rules and regulations of Governments regarding use of protective clothing, gloves, boots and helmet etc.
- * Cleanliness of the plants as a whole.
- * Awareness of hazardous conditions and accident reporting and necessary compliance.
- * Safe practice

31) The Contractor shall adhere to the manufacturers' recommendations with respect to equipment maintenance, the type and grades of lubricant to be used. Frequency of lubrication, adjustment to be made regularly and recommended spares to be held in store.

32) The Contractor shall be responsible for:

- a) The maintenance of electrical, mechanical, instrument civil work, plumbing and drainage installations.
- b) General Building Maintenance and housekeeping
- c) Full maintenance of the site services, cabling and earthling systems, together with the site road lighting system. Painting of all mechanical structures which are open to sky once in 3 Years of contract period (i.e. at the end of second year) at contractor's own cost.

The building services and housekeeping maintenance shall be undertaken on all building and services installation.

The Contractor shall ensure that all unwanted or redundant items are removed from the building and sites. Depending on their conditions such items shall either be placed into storage or disposed off site.

33) The Employer reserves the right to arrange the visits of VIP's dignitaries, public representatives and other persons of Social or Political repute, any organization as and when necessary. The Contractor shall offer full cooperation to the RMCo on the occasions of such visits.

34) On the date of Contract Completion or if the Contract is terminated, all the installations, works and equipment placed under the Contractor's responsibility shall be handed over to the Employer, at no cost, in good working order. The Employer may perform many inspections, tests or expert appraisals he shall consider necessary with a view to checking that the property is in good working order and will certify to that effect to the Contractor while taking over.

- 35) For smooth & efficient O&M of the plant, and in case of emergency just like fire, fault, accidents, or other rescue operation, the contractor must keep one two-wheeler vehicle (Motorcycle/Scooter) with seating arrangement at Plant in working condition for 24 hours of a day & 365 days of the year for the whole contract period.
- 36) While handing over the spares to the contractor, Contractor should maintain the record of spares of inventory of utilized spares.
- 37) In the event of any dispute or difference arising, the Jurisdiction of the court shall be Rajkot (Guj) only.

Authorized Signature with seal of Agency.

Special General Condition of the Contract.

Part-II

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 filter plant / pumping station as well as Swimming pool's routine comprehensive operation & maintenance like; oiling, greasing, 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. 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 center in the respective area.
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 / 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 Swimming pool's machinery room & swimming area should always be kept neat and clean.
6. Deleted
7. The contractor should not depute any person below 18 years for the work. Also, if the behaviour of any skilled / unskilled worker is found unsatisfactory, the contractor shall have to remove such worker from the work as may be instructed by Deputy Executive Engineer (Mech., Elect.) / Addl 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 therewith.

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 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. 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 Labor 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.

De-watering pump, Compressor, HSCF pumps, accessories, Suction sweeper units, Chlorination plant, fans, tube lights etc. which hand over to contractor should be in working condition. By chance during contract period any de watering pump, 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.

12. If the electrical, mechanical machinery needs to be taken away anywhere for the purpose of repair, the contractor shall have to make arrangement for loading and unloading of the same in the vehicle of Rajkot Municipal Corporation. After repairing of the same, fitting shall have to be carried out by the contractor as per instruction and at the place as instructed by the engineer-in-charge. No extra payment will be given for this work.
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 W C /ESI policy for the employees under him.
16. AddlCity Engineer may order prior 7 day's for additional number of skilled/unskilled labour as per the requirement of work on contracted site or **any other RMC's work site**, which will be binding to the contractor and payment will be made as per **operational prevailing** minimum wages +10% contractor profit.

If there is a any excess man power found during the contract period AddlCity 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 submitt in written to the RMC .

18. 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 10 days remedial 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 AddlCity 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 years. Rajkot Municipal Corporation reserves the right to terminate this contract at any time, for which, 15 day's notice will be given to the contractor.
22. The Municipal Commissioner reserve his rights to extend or terminate the contract period for reasonable time & extended time shall be bound to the concerned contractor.
23. The decision of AddlCity 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 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, any other types of 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 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 / 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 service of sports activity to the citizens. 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 Labor Act, only eight hours work shall have to be taken from any of the employee and as such one and the same employee will not be permitted to work for two shifts. Weekly off shall have to be given to the employees as per the rules and arrangement for off reliever is to be done accordingly by the contractor.
35. The contractor shall have to arrange for all necessary skilled / unskilled staff for operation and maintenance of the pumping station. Any of the employee of contractor working in pumping station will not be treated as employee of Rajkot Municipal Corporation and also will not be entitled for

submission of any claim or petition, for which, the legal responsibilities rests with the contractor.

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 Telephone bills to 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, maintenance and repairing work of the existing machinery in the filter plant, however, if any other machinery over and above is provided in the pumping station then the contractor shall have to carry out the Comprehensive operation, maintenance and repairing work of the said machinery also.
41. In case of any ambiguity found in specifications etc., the decision of AddlCity 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, totalizer reading, stock of diesel etc.
44. Deleted
45. Deleted

46. Contractor shall be responsible for operating all valves within pumping station premises & also to main intake / offtake valve of GSR sump out side of premises.
47. If necessary, in unavoidable circumstances, contractor shall operate valves outside pumping station premises also.
48. Deleted
49. Deleted
50. Deleted
51. The inner surface of clear water chamber should be cleaned with mild hydraulic acid and detergent powder as per instruction as and when instructed.
52. The level of oil in the gear box of filter plant/compressor/Pumps should be checked as and when required. When the level of oil reduces or if oil is required to be replaced, the oil of Indian Oil Company "Servomesh SP 320" or EE320 or Servo system 320, or 15W 40 the contractor at his own cost shall purchase the oil (any one out of three) from the Depot and replace in the presence of competent authority and also submit a Certificate from the supplier. The old oil removed from the gear box may be kept with agency and no need to deposit the same with the competent authority.
53. The level of oil in the blower/Pumps shall have to be checked and if the level is found reduced, the oil tank should be filled with new oil and level should be maintained as and when necessary. Oil should be replaced as and when required by procuring the oil of Grade/Type 90 Number from I.O.C. Depot at the cost of Contractor. No extra payment for this will be made by Rajkot Municipal Corporation. The old oil removed from the tank may be kept with agency and no need to deposit the same with the competent authority.
54. In case of failure of screw and nut, sluice valves, plate valves, sluice valves / butterfly valves at the filter plant, pumping station, swimming pool the same shall have to be informed to the competent authority and maintenance of each valve should be done as and when required.

Penalty provisions:

1. For the absence of staff penalty charge will be imposed in the running bill as provided below.
(Deduction of prevailing min wage + penalty as per below)

- | | | |
|----|---------------|------------------|
| 1. | Pump Operator | Rs.600/- Per day |
| 2. | Helper | Rs.500/- Per day |

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

3. Non compliance of water quality of the swimming pool as per IS 3328:1993

Rs. 1000/- Per day

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.If applicable.

2. Professional Tax submission copy of past month.

3. Work compensation policy/ESI or Group Insurance premium receipt.

4. Monthly O&M report of pumping station as instructed by

Engineer in-charge.

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.

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

Signature of Contractor with stamp

The minimum numbers of skilled / unskilled labours for each shift for operation and maintenance of the filter plant will be as under:

Name of work: - Operation & Maintenance of Swami Vivekanand (Pedak road) swimming pool's pumping machinery & pressure filter plant.

Sr No	Name of post	Nos.	Minimum Qualification	Age	Experience
1	Pump Operator	1 (One) In each Shifts	Std 12 th pass	More than 20 years	3 years experience of O&M of pumping machinery, Filter plant machinery etc.
2	Helper (Unskilled)	2 (Two) In each Shifts	Std. 8 th Pass	More than 20 years	Experience in valve operation & other mechanical work

Timing of shifts & number person in each shift shall be decided by RMC.

The presence of staff as per instruction at swimming pool 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 decision of Addl City Engineer. Also, in case of breach of any condition of contract or work is not found satisfactory, penalty will be imposed as deemed fit by the Addl City Engineer, which will be binding to the contractor.

Add. Asst. Engineer (Mech.)
Rajkot Muni. Corporation

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

Add. City Engineer
Rajkot Muni. Corporation

Details of machinery

1. Comprehensive Operation & Maintenance of Swami Vivekanad(Pedak Road) swimming pool's pumping machinery & pressure filter plant.

At swimming pool :

Sr No	Details of pumping machinery	Total	Working	Standby
1	Cylinder type pressure filter	1	1	-
2	Ele motor, 25 hp,1440 rpm with HSCF pump having duty point of 25mtr head /45 lps. Set	2	1	1
3	Compressor	1	1	--
4	Swimming pool cleaning trolley mounted with allied accessories	2	1	1
5	Chlorination Unit	1	1	--
6	Flushing pump sets	2	1	1

Note:

- 1) Above mentioned machinery with allied starter panel, cables, accessories,MCCB,Switchyard,VCB, & 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

Add.Asst. Engineer (Mech.)
Rajkot Muni. Corporation

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

Add.city Engineer
Rajkot Muni.Corporation

R.M.C./C./ ૧૩૨

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.

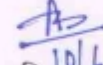
(૨) તમામ ટેન્ડરોનાં કિસ્સાઓમાં સંબંધીત ખરી નકલમાં રજુ થયેલ તમામ ડોક્યુમેન્ટ્સની મુળ (ઓરીજીનલ) નકલ મંગાવી તેની ખરી નકલની ચકાસણી ફરજિયાતપણે સંબંધીત ડી.ઈ.ઈ.શ્રી તથા મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ કરવાની રહેશે. જે મુળ નકલ સાથે વેરીફાય કર્યાની સહી ફરજિયાતપણે દરેક ખરી નકલમાં સંબંધીત ડી.ઈ.ઈ.શ્રી / મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ 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 વીજલન્સ અધિકારીશ્રી (પ્રોટેક્શન) દ્વારા જોઈન્ટલી દિન-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 રજુ કરવાની રહેશે.

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


કમિશ્નર/૬.

રાજકોટ મહાનગર સેવાસદન

નકલ રવાના (જાણ અર્થે):-

નાયબ કમિશ્નરશ્રીઓ (તમામ)

નકલ જાણ તથા અમલવારી અર્થે :-

(૧) સહાયક કમિશ્નરશ્રીઓ (તમામ)

(૨) શાખાધિકારીશ્રીઓ (તમામ)



RAJKOT MUNICIPAL CORPORATON
ACCOUNTS DEPARTMENT
Room No 4, 2nd Floor
Dr. Ambedkar Bhavan,
Dhebar Road
Rajkot - 360001

PARTY/VENDOR REGISTRATION FORM

VENDOR CODE : _____

Party Name :

Authorized Person :

Pan Card No. :

Aadhar No: :

Central GST No. :

Address :

City :

Phone No. :

Mobile No. :

eMail ID :

Website :

Area of work :

Bank Details (attach copy of cancelled cheque)

Bank Name :

Branch Name :

MICR Code : IFSC Code :

Account Type :

Account No :

- 1) Any vendor while filling a tender shall quote registration details; if he is not registered he will give fresh details along with tender.
- 2) Accounts branch will designate a person who will keep the forms and also authorize new registrations or edit existing registrations.