

# RAJKOT MUNICIPAL CORPORATION RAJKOT



## WATER WORKS (WEST ZONE)

### Technical Bid

#### :: NAME OF WORK ::

**Operation & Preventive Maintenance of "Mahrshi Dayanand Saraswati" (Kalawad Road) Swimming pool. (Re-Tender)**

Milestone dates for e-tendering are as under	
1. Downloading of e-Tender documents	13-09-2023 to 03-10-2023 up to 18:00 hr
2. Last date & time for Online submission of e-Tender	03-10-2023 up to 18:00 hr
3. Physical submission of EMD, Tender fee and other documents i.e. Experience certificate, Registration Class Certificate, Electrical Contractor License etc.	06-10-2023 up to 18:00 hr
4. Opening of online Tech bid tender	07-10-2023 at 12:00 Noon onwards
5. Opening of online Price Bid (If possible)	09-10-2023 at 12:00 Noon onwards
6. Bid Validity	180 Day's

For further particulars, visit us on (1) [www.rmc.nprocure.com](http://www.rmc.nprocure.com) (2) [www.rmc.gov.in](http://www.rmc.gov.in)

**Add. City Engineer  
Water Works - West Zone  
Rajkot Municipal Corporation  
Shree Harisinhji Goihil Bhavan  
B/h Big Bazar, 150' Ring Road  
Rajkot - 360 005  
Mo. No.:- 9624076764, 9624718189**

## **I N D E X**

**Name of work :        Operation & Preventive Maintenance of  
                                 "Mahrshi Dayanand Saraswati" (Kalawad  
                                 Road) Swimming pool (Re-Tender).**

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**RAJKOT MUNICIPAL CORPORATION**  
**Water Works, West Zone**

**e-Tender Notice**

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

Sr. No.	Name of work	1) Estimated cost in Rs. for two (2) year 2) EMD 3) e-Tender fee 4) Time limit of work
1.	Operation & Preventive Maintenance of "Mahrshi Dayanand Saraswati" (Kalawad Road) Swimming pool (Re-Tender).	1) 21,84,525.00 2) 65,600.00 3) 1,125.00 4) 2 Year

Milestone dates for e-tendering are as under	
1. Downloading of e-Tender documents	13-09-2023 to 03-10-2023 up to 18:00 hr
2. Last date & time for Online submission of e-Tender	03-10-2023 up to 18:00 hr
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The e-Tender fee (Non Refundable) & bid security (EMD) will be accepted in form of Demand Draft only, in favor of "Rajkot Municipal Corporation", Rajkot, from any Nationalize bank or as per bank list of latest GR of Finance Department.

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

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

**i) Financial Criteria:**

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

**Note:**

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

**ii) Experience Criteria:**

- The bidder should possess following minimum experience.
  - (1) Bidder should have satisfactorily executed at least one work of similar nature (similar nature means- Municipal service like Water Pumping Station, STP, Drainage Pumping Station, Water Treatment Plant, Swimming pool, Pumping Station, Head Works, Electrical and Mechanical maintenance Rate Contract etc) of 60% or two work of similar nature of 50% average of two year tender amount (for a period of one year) of either Government or Semi-Government as a main contractor in period of last seven years.
  - (2) The bidder / firm must have Electrical Contractor License and have registration in E-1 Class or above with Electrical Division of any State Government / Central Government authority.
  - (3) Joint Venture not permitted.
- After opening of online Technical Bid, the procedure for the pre-qualification shall be adopted and the e-Price Bid of only successful qualified bidder shall be opened for final evaluation of the contract. The decision of Municipal Commissioner regarding the pre-qualification shall be final and binding to all the bidders.
- Conditional Tenders will be outrightly rejected.
- The agency shall also have to submit the documentary evidence for possessing the Electrical Contractor License, having registration of 'E-1' Class or above in Electrical Department in Government, along with all other required documents during the physical submission within the stipulated date and time. The physical submission shall be made in Sealed Envelope and the name of work shall be superscribed on the top of the envelope.
- Technical bid with required documents & certified copies must be submitted in physical on or before last date & time by Reg. A.D. / Speed post only to the office of the Deputy Executive Engineer (Mech.), Room No.-12, Shree Harisinhji Gohil Bhavan, B/H. Big Bazaar, 150' Ring Road, Rajkot Municipal Corporation (West Zone Office), Rajkot-360005.
- The Tender of those bidder(s) those who fail to submit the required documents physically within given stipulated date and time will be treated as non-responsive and their Price Bid will not be opened.
- Price bid & price must be submitted only by online e-procure procedure.

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

**Add. City Engineer  
Rajkot Municipal Corporation**

**RAJKOT MUNICIPAL CORPORATION**  
**Water works, West Zone**

**Information of the Tenderer**

Name of work : Operation & Preventive Maintenance of "Mahrshi Dayanand Saraswati" (Kalawad Road) Swimming pool. (Re-Tender)

Earnest Money :

Tender Fee :

Name of contractor :

Address & Tel. No. :

Date of filling Tender :

Witness :

Occupation :

Address :

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

Details of Earnest Money (Bid Security):

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

Electrical License No. :

Labor License No.  
(If applicable) :

Provident Fund Reg. No. :

Service Tax Reg. No. :

PAN No. :

Bank A/c Detail :

Signature of Contractor

Dy. Exe. Engineer  
Rajkot Municipal Corporation

Add. City Engineer  
Rajkot Municipal Corporation

**Contractor submit fresh original notarised affidavit on  
Rs.300/- stamp paper**

**AFFIDAVIT**

I/We ..... Partner/proprietor of .....  
Residing at ..... do hereby solemnly agreed, abide and declare on  
oath as under.

- (1) I say that I am working with ..... as Partner/proprietor,  
and I am duly authorized/ competent person of the said Co. To do  
present affidavit on its behalf.
- (2) I say that the said **(Agency Name)** has submitted/ uploaded e-  
tender floated by The Add. City Engineer, Water Works, West Zone,  
Rajkot Municipal Corporation bearing Tender for the work of  
Operation & Preventive Maintenance of ""Mahrshi Dayanand  
Saraswati"" (Kalawad Road) Swimming pool (Re-Tender).
- (3) I have read and understand all the terms & conditions mentioned by  
competent authority of the said tender and its are acceptable to our  
company.
- (4) I have visited & inspected the location site of tendered work and got  
all the details of works. I have understood all the details & conditions  
of all electro-mechanical machineries /equipments installed/existing  
on site. I have understood the details of preventive maintenance  
work and I will carry out the work within stipulated time limit  
narrated in tender conditions.
- (5) I certify that our company / firm are not Black  
Listed/Debar/Terminated to take part in tender from any contract  
work from any Government/ Semi Government authority under which  
we had executed contract agreement.
- (6) I have submitted all the details on behalf of firm / company are true  
and fair. I also aware that making false statement on affidavit is a  
criminal offence. I hereby solemnly declare above mentioned details  
on oath.

Solemnly affirmed on this \_\_\_\_ day of \_\_/\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
(DEPONENT)

**RAJKOT MUNICIPAL CORPORATION**  
**Water works, West Zone**

**DETAILED PRE-QUALIFICATION CRITERIA**

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

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

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

Note:

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

**02. Experience Criteria.**

The bidder should posses following minimum experience.

1. Bidder should have satisfactorily executed at least one work of similar nature (similar nature means- Municipal service like Water Pumping Station, STP, Drainage Pumping Station, Water Treatment Plant, Swimming pool, Pumping Station, Head Works, Electrical and Mechanical maintenance Rate Contract etc) of 60% or two work of similar nature of 50% average of two year tender amount (for a period of one year) of either Government or Semi-Government as a main contractor in period of last seven years.
- 2 The bidder / firm must have Electrical Contractor License and have registration in E-1 Class or higher with Electrical Division of any State Government / Central Government authority.
- 3 Joint Venture is not permitted.

**03. Availability of tools, plant & manpower.**

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

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

1. Registration certificate in Government (Elect. Dept.) in appropriate category.
2. Registration as Electrical Contractor.
3. Provident Fund registration certificate.
4. E.S.I. certificate.
5. Professional tax registration certificate.
6. PAN number registration.
7. The Chartered Accountant's audited financial report (working capital and turnover certificate) for last seven years for financial strength of the bidder.
8. Solvency certificate from any Nationalize or Schedule Bank (except Co-operative Bank).
9. Experience certificates regarding this work issued by competent authority.

10. The agency should not be Black Listed/Debar/Terminated anywhere in India, for which, agency will have to submit fresh Notarized Affidavit.

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

Signature of Contractor with stamp

**SCHEDULE – A**  
**Estimate, Scope of work & Staff requirement**

**Name of work : Operation & Preventive Maintenance of “Mahrshi Dayanand Saraswati” (Kalawad Road) Swimming pool (Re-Tender).**

**ESTIMATE**

Sr. No.	Description	Estimate Amount in Rs. for Two Years	
1.	Operation & Preventive Maintenance of “Mahrshi Dayanand Saraswati” (Kalawad Road) Swimming pool (Re-Tender).	1 <sup>st</sup> year amount	10,40,250.00
		2 <sup>nd</sup> year amount	11,44,275.00
	<b>Total of Two Years Amount Rs.</b>		<b>21,84,525.00</b>

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

Note: -

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

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

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

Signature of Contractor with stamp

## **GENERAL SCOPE OF WORK**

Providing semi skilled / unskilled workers for running of swimming pool and all works like; daily regular operation of all electrical and mechanical machineries, cleaning of pump house & premises, level management of swimming pool, pre and post chlorination, operation of all inlet-outlet control valve of water GSR sump, bypass and plant /gate valve etc. cleaning & removing of dust settled in swimming pool's bottom by suction sweeper trolley.

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 agency. Agency should be responsible for any accident by chlorine leakage.

Safety kit provided by RMC must be kept good maintain as per instruction by Chemist or in charge and agency should be responsible for lost of any equipment

To maintain required register & records of O&M related works as instructed by engineer in-charge of RMC.

Routine Operation & maintenance related works whatever assign by engineer-in charge.

Signature of Contractor with stamp

**The minimum numbers of skilled /unskilled labours for each shift for operation and maintenance of the head works (swimming pool) will be as under:**

<b>Sr. No.</b>	<b>Name of post</b>	<b>Nos.</b>	<b>Age</b>	<b>Experience</b>
1.	Swimming Pool Operator	1 (One) In 01st shift & 2nd shift)	More than 20 years	3-years experience of O&M of Swimming pool / pumping machinery & operation.
2.	Helper /sweeper (Unskilled)	1 (One) In each Shift	More than 20 years	Experience in valve operation & other mechanical work.

The presence of staff as per schedule & instruction in tender, at 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 penalty mentioned in this tender & Also, in case of breach of any other condition of contract or work is not found satisfactory, penalty will be imposed as deemed fit by the Add. City Engineer/ City Engineer, In-charge Engineer, which will be binding to the contractor.

Signature of Contractor with stamp

**RAJKOT MUNICIPAL CORPORATION**  
**Water works, West Zone**

**SCHEDULE – B**  
**Details of Pumping Machinery**

**Name of work :**      **Operation & Preventive Maintenance of  
“Mahrshi Dayanand Saraswati” (Kalawad  
Road) Swimming pool (Re-Tender).**

**1. SWIMMING POOL RECIRCULATING PUMP SETS.**

<b>Sr. No</b>	<b>Particulars</b>	<b>Installed at Site</b>
1	Quantity	02
2	Discharge m <sup>3</sup> /hrs	216.00
3	Head in mtrs	20
4	Sq. Cage Induction Motor (KW/HP)	18/25
5	RPM	1440
6	Pump Make	Kirloskar
7	Motor Make	CG

**2. FILTER TANK**

<b>Sr. No</b>	<b>Particulars</b>	<b>Installed at Site</b>
1	Quantity	01
2	Discharge m <sup>3</sup> /hrs	216
3	Material of construction	MS
4	Size- Dia. x height	(2.5 X 4.90) m
5	Max. Pressure	3 Kg/cm <sup>2</sup>
6	Working pressure	1.5 Kg/cm <sup>2</sup>

**3. Blower**

<b>Sr. No</b>	<b>Particulars</b>	<b>Installed at Site</b>
1	Quantity	01
2	Discharge m <sup>3</sup> /hrs	360
3	Prime mover, HP	10
4	Head in mtrs	4.00
5	Make	Everest Blower Pvt. Ltd.

Note:-

1. Above mentioned machinery with allied starter panel, cables, accessories, change over switch, MCCB, ACB, & allied electrifications, etc.
2. Rajkot Municipal Corporation reserves rights to make any suitable change / modification / alteration / adding or removing any of the machinery at any time during contract period & such machineries operation & required routine maintenance shall be bound to the contractor.

Signature of Contractor with stamp

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

**Name of work :      Operation & Preventive Maintenance of  
"Maharshi Dayanand Saraswati" (Kalawad  
Road) Swimming pool (Re-Tender).**

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

**Note: -**

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

Signature of Contractor with stamp

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

**Name of work :      Operation & Preventive Maintenance of  
                                 "Mahrshi Dayanand Saraswati" (Kalawad  
                                 Road) Swimming pool (Re-Tender).**

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

**Note:-**

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

Signature of Contractor with stamp

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

**Name of work :      Operation & Preventive Maintenance of  
"Mahrshi Dayanand Saraswati" (Kalawad  
Road) Swimming pool (Re-Tender).**

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

**Note: -**

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

Signature of Contractor with stamp

## **TERMS, CONDITIONS AND SPECIFICATIONS OF CONTRACT**

**Name of work :        Operation & Preventive Maintenance of  
                                 "Mahrshi Dayanand Saraswati" (Kalawad  
                                 Road) Swimming pool (Re-Tender).**

### **A. Special Instruction to the tenderer: -**

1. Tender fees are non-refundable.
2. The Earnest Money Deposit will be refunded to the bidders only after an award has been finalized.
3. All bidders must submit Earnest Money Deposit in form of Demand draft only in favor of "Rajkot Municipal Corporation", Rajkot, from any Scheduled bank or Nationalized Bank (except Co-operative Bank) in India.
4. The Earnest Money Deposit (e-Tender Guarantee) will be forfeited in the event, the successful Tenderer fails to accept the contract and fails to submit the "Performance Guarantee Bond" to the Owner as stipulated in this e-Tender documents within seven days after receipt of notice of award of contract.
5. The Earnest Money Deposit of the successful tenderer shall be returned after the performance guarantee bond, as required, is furnished by the contractor.
6. No interest shall be paid by the owner on any e-Tender guarantee.
7. The successful tenderer shall have to pay the security deposit at the rate of 5% of contract value or tender amount which will be higher in favor of "Rajkot Municipal Corporation" in terms of Fixed Deposit Receipt or Bank guarantee or D.D. of Nationalized Bank or as per GR EMD/10/2019/50/DMO dt-1/11/2019) valid for the period of 27 months and enter into an agreement on stamp paper of appropriate value as per Government norms in favor of Rajkot Municipal Corporation in prescribed format of Rajkot Municipal corporation.
8. Conditional tender or tender submitted in other way will be summarily rejected.
9. Complete tender must be print out & submit with sign & stamp on each page of tech bid with required certified documents for qualifying their technical bid in the physical form. (Without Price-Bid or Price), before last date for physical submission by Reg. A.D. / Speed post only.

10. Price bid must be submit only by e-Tendering procedure.
11. Bid evaluation shall be done as per the pre-qualification criteria by the tender evaluation committee as per the documents submitted in physically within time limit & committee or commissioner's decision shall be bounding to the contractor.
12. Rajkot municipal Corporation reserves its right to reject all or any of the tender without assigning any reason thereof.
13. In the event of dispute, Commissioner's decision shall be bound to bidder or contractor.
14. Legal litigation shall be done only at the Rajkot Jurisdiction only.
15. The validity of the offer for the work shall be 180 (One hundred Eighty) days from the date of opening of Price Bid.
16. This work contract is for the most essential service of Rajkot Municipal Corporation for Swimming Pool to citizens of Rajkot city, so contractor should very clearly understand that no man-made mistakes or negligence in O&M shall not be tolerated, in such condition decision of the Municipal Commissioner shall be bound to the concern contractor.
17. The Employer may propose an extension to the O & M Period with mutual consent by obtaining approval from competent authority & contract agreement shall be deemed applicable for that extended period.
18. No any other extra payment otherwise mentioned in this tender will be made towards any kind of statutory tax or cess or levy whichever is in force or may be in future.

**B. Special General Condition of the Contract: -**

1. The contractor shall depute the employees in each shift as per schedule, who can read and write & understand Gujarati language & also with Hindi & English. Knowledge of computer application will be preferable.
2. This contract is for operation of swimming pool as well as routine operation & preventive maintenance like; cleaning & removing of dust settled in swimming pool's bottom by suction sweeper trolley, oiling, greasing, repairing, tightening of loose connection of cables in electric panel, motor and in the machinery of pumping station is to be done. In this connection, necessary oil, grease, cotton waste etc. is to be used of required Company/Brand as per instructions of engineer-in-charge on site. The contractor at his own cost shall keep in stock and make use of necessary ring, fix spanner set, insulated plier, screw driver, tester, screw spanners as well as pipe spanners etc, tools on the site as per Schedule-C.
3. Any type of fault, repairing, failure of power supply shall be informed immediately to the competent authority. In case of closure/failure of power supply by PGVCL should also be informed to PGVCL fault center in the respective area.
4. The contractor shall have to arrange for the skilled / unskilled staff as per tender requirement for operation of machinery of pumping station in each shift and also avail their group insurance / ESI with medical benefits. PF should be deposited with Government as per rules in force and same should be informed to the competent authority of this work.

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

5. The Pumping stations machinery room & premises area should always be kept neat and clean.
6. All buildings, bathrooms and toilets shall be cleaned daily with water. In this connection, necessary acid, harpic, phenyl, air freshener, washing powder, brooms, wire brush, duster, bamboo, toilet soap, Cotton waste, shall have to provided by the contractor and make use of them as and when required. All ventilation, doors-windows should be cleaned and kept in good condition.
7. The contractor should not depute any person below 18 years for the work. Also, if the behavior of any skilled / unskilled worker is found unsatisfactory, the contractor shall have to remove such worker from

the work as may be instructed by Dy. Exe. Engineer (Elect./Mech.) / Add. City Engineer either orally or in writing and if higher officials refuse to continue any staff, then in that case the contractor should not continue such staff for this work.

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

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

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

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

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

8. The contractor shall have to provide at own cost Dress code and Identity Cards to the staff deputed for this work as per the instruction. If and when required by the owner, the Contractor's

personnel entering upon the owner's premises shall be properly identified.

9. The contractor shall have to depute experienced operator for operating the machinery and 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 shall have to maintain required registers at own cost for their employees to be deputed on this work, like Attendance Register, Leave Register, etc required as per the provisions of Labor Law.
11. On completion of time limit of the work, the contractor shall have to hand over the pumping station to Rajkot Municipal Corporation in fully working condition as per requirement. All the electrical, mechanical instrumentation (including standby) should be in working condition as per contract were awarded.
12. Routine preventive maintenance of Mechanical / Electrical machineries to be carried out by employees of contractor where major fault in any machinery like Pump, Motor, Starter panel, Sluice valve, Gate Valve etc shall be done by RMC through separate rate contract but regardless this contracted agency to take due care for operation of machinery with good industrial practice.
13. The contractor will be responsible for any incident of damage or injury to the staff during the work as well as the contractor will also be responsible for any claim etc. If the contractor fails to fulfill the claim to his staff for the injury or damage, Rajkot Municipal Corporation reserves the right to recover such amount of claim from the bill of contractor if the same is required to be fulfilled by Rajkot Municipal Corporation.
14. If any damage occurs to the machinery due to carelessness of the staff of the contractor, the contractor will have to bear the expense of repairing / replacement for the same. The competent authority will decide the responsibility of damage, which will be binding to the contractor.
15. The contractor shall have to avail WC policy for the employees under him.
16. Add. City Engineer may order prior 7 days for additional number of skilled / unskilled labour as per the requirement of work on contracted site or at any other RMC's work site, which will be binding to the contractor and payment will be made as per operational prevailing minimum wages + 10 % Contractor profit only.

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

17. The contractor shall have to provide mobile phone / landline phone at the concerned pumping station during the contract period & its number must be submit in written to the RMC.
18. The contractor or his authorize representative shall remain present at the site of work.
19. If the contractor fails to carry out the work either partly or fully, Dy. Exe. Engineer (Elect./Mech.) of Rajkot Municipal Corporation will furnish notice to correct the same but even then if the contractor fails to do so, Rajkot Municipal Corporation will carry out the work at the risk and cost of the contractor by purchasing the material or Rajkot Municipal Corporation through other contractor or in any other way will carry out this work and the additional expenditure will be recovered from the contractor. If the work is carried out at the lower rates of the contractor, then the contractor will not be entitled for any claim.
20. During the contract period employees deputed by the contractor go on strike and if there is be any damage to the material or property of Rajkot Municipal Corporation. Under such circumstances, if any dispute arises, the decision of Add. City Engineer will be final and bound to the contractor. If Rajkot Municipal Corporation is required to incur any expenditure for this, the same will be recovered from the running bill / security deposit of the contractor.
21. The period of contract is for Two years. Rajkot Municipal Corporation reserves the right to terminate this contract at any time, for which, 7 day's notice will be given to the contractor.
22. The Municipal Commissioner reserves his rights to extend or terminate the contract period for reasonable time & extended time shall be bound to the concerned contractor.
23. The decision of Add. City Engineer regarding operation of pumping station will be final and if the work is not completed as per oral or written instructions then Commissioner, Rajkot Municipal Corporation, Rajkot, reserves the right to terminate this contract.
24. On completion of the contract, the contractor shall have to return all goods, material in good condition to Rajkot Municipal Corporation. The amount deposited in terms of Security Deposit will be returned after three months of completion of work and after giving final bill to the contractor. But during this period, if any work or machinery of

- pumping station is found defective or damaged, contractor shall have to rectify the same satisfactorily. If the contractor fails to do so, Rajkot Municipal Corporation will recover such expenses from the security deposit of the contractor.
25. When the chlorine tonner or cylinder for chlorination gets empty, new tonner received should be unloaded by using new led washer and charge loading should be done and the empty chlorine tonner should load in the vehicle of Rajkot Municipal Corporation. In this connection, necessary material will be provided by Rajkot Municipal Corporation.
  26. The contractor will be responsible for all types of preventive maintenance. The contractor will also be responsible for maintaining equipments day-to-day and periodic maintenance resulting into running of pumping station in good and efficient manner.
  27. If the leakage in any of the sluice valve is observed, graphite cord should be inserted and greasing should be done to stop the leakage. Graphite cord provided by contractor.
  28. The payment towards bill of PGVCL will be done by Rajkot Municipal Corporation. The employees of contractor should take due care to avoid the expenditure towards penalty etc. Power factor ( $\cos \phi$ ) shall be maintaining above 0.95 such a way, so that Rajkot municipal corporation can get extra benefit from bill. If there will be any penalty due to poor power factor, penalty will be deducted from contractor's bill.
  29. In case of any dispute arising during the course of execution, the matter should be referred to Municipal Commissioner who will be sole Arbitrator whose decisions will be final and binding to the Contractor.
  30. The employees / labors of the contractor will have no claim in Rajkot Municipal Corporation in any manner. Also, claim in any from the heirs of employees / labours will not be entertained.
  31. The contractor will be responsible for any litigation arising out of any legal matter / petition / Labor Laws etc. for this work.
  32. The contract is very important for providing health related drinking water supply service to the citizen of Rajkot. The contractor shall have to carry out the work of operation, preventive maintenance very carefully and within the stipulated period of time and completely by implementation of tender conditions, specifications and instructions given from time to time. The instructions given to the contractor should be followed scrupulously.

33. The contractor will be fully responsible for financially for this work for any new statutory taxes levied by the State or Central Government or local Government.
34. The contractor shall have to arrange for all necessary skilled / unskilled staff for operation and preventive maintenance of the pumping station. Any of the employee of contractor working in pumping station will not be treated as employee of Rajkot Municipal Corporation and also will not be entitled for submission of any claim or petition, for which, the legal responsibilities rests with the contractor.
36. Absence of man power or less man power found in pumping station during checking, penalty will be charged to contractor. Amount of penalty will be imposed as per the penalty clause. For any other careless of contractor's employee penalty as per decision of Add. City Engineer or deputy executive engineer will be final.
37. The contractor needs to be contacted at any given time during 24 hours and as such the contractor shall have to provide his Mobile number, which shall have to be mentioned at the time of entering into an agreement.
38. The contractor shall have to submit the bills of PGVCL and Telephone to the Water works branch, West zone office, Room no.-12, immediately. Also it will be the responsibility of the contractor to see that the telephone is used only for the purpose of work of Rajkot Municipal Corporation. The amount of telephone bill for the work other than the work of Rajkot Municipal Corporation shall have to be paid by the contractor.
39. The contractor cannot sublet this work. If it is found that the contractor has sublet this work, this contract will be summarily terminated and legal action will be taken against the contractor. In this connection, the decision of Commissioner, Rajkot Municipal Corporation, Rajkot, will be final and binding to the contractor for this work. If the contract is terminated then Rajkot Municipal Corporation will carry out this work through other agency at the risk and cost of the contractor.

For the poor workmanship report in any manner, Commissioner reserves his right to put such contractor in black list of Rajkot Municipal Corporation for appropriate time.

40. The contractor shall have to carry out the operation, preventive maintenance the existing machinery in the pump house, however, if any other machinery over and above is provided in the pumping station then the contractor shall have to carry out the operation,

preventive maintenance and repairing work of the said machinery also.

41. In case of any ambiguity found in specifications etc., the decision of Add. City Engineer/ Dy. Commissioner or Commissioner shall be final and bound to the contractor.
42. Maintain registers correctly with proper details such as; No. of hours of operation, totalize reading etc.
43. If necessary, in unavoidable circumstances, contractor shall operate valves outside pumping station premises also.
44. As per Factory Act and as per the instructions of Factory Inspector, Attendance Register, Salary Statement, Identity Card Register etc. for the employees on site should be prepared and maintained. The Licence fee as per Factory Act will be paid by Rajkot Municipal Corporation.

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

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

45. In case of failure of screw and nut, sluice valves, plate valves, sluice valves / butterfly valves at pumping station the same shall have to be informed to the competent authority and maintenance of each valve should be done as and when required.
46. **Arbitration**

In case of any dispute arising during the course of execution the matter should be referred to **Municipal Commissioner, Rajkot Municipal Corporation**, who will be sole Arbitrator whose decision will be final and binding to the contractor. All disputes are subject to Rajkot-Gujarat Jurisdiction only.

## **C. Litigation:-**

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

## **D. Insurance:-**

### **1. General Conditions.**

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

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

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

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

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

bill of next year will be paid. If fail in same then Rs. 500/Day penalty will be charge from R.A. Bill.

- 1.6 The insurances Shall be extended to cover liability for all loss and damage to the Employer's property arising out of the Contractor's performance of his obligations or failure to do so under these Conditions and any fraud, gross negligence or willful misconduct on his part, and If the Contractor fails to effect and keep in force insurance which is required to be maintained under these Conditions, and the Employer neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which would have been recoverable pursuant to such insurance shall be paid by the Contractor.
- 1.7 The natural Calamity, Fire etc. Insurance shall be limited for Electrical/Mechanical equipments should be on Account of RMC "All Risk Type Policy" of manpower engaged to work by Tenderer should be on Account of Tenderer.

As a whole, the contractor is bound to have an appropriate policy according to the nature and time period of work with full force and effect. It is his sole responsibility to settle any type of claim.

## **E. Indemnification:-**

### **1.1 Loss or Damage to Facilities.**

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

### **1.2 Other Loss or Damage.**

1.2.1 Except as otherwise stated in this Clause 1.2 or covered by Clause 1.3 the Contractor shall indemnify, defend and hold harmless the Employer against any and all liabilities, losses, damages and claims of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties or any employee of the Employer or the in respect of loss of or damage to any third party property or property belonging to employee of the Employer by: Any breach by the Contractor of its obligations hereunder; and (ii) any negligence, willful default or breach of statutory duty on the part of Contractor.

1.2.2 Except as otherwise stated in this Clause 1.2 or covered by Clause 1.3, the Employer shall indemnify, defend and hold harmless the Contractor for all claims and losses of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties or of any person employed by the Contractor in respect of loss of or damage to any third party property or property belonging to any person employed by the Contractor to the extent that the same arises out of any Employer's Risk.

**1.3 Accidents or Injury to Workmen.**

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

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

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

## **F. Force Majeure:-**

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

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

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

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

### **1. Notice of Force Majeure.**

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

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

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

## **2. Duty to Minimize Delay.**

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

## **G. Penalty Provisions:-**

1. Without consent of Engineer in charge of RMC or Force Majeure contractor staff remains absent penalty charge will be imposed by Add. City Engineer or Deputy Engineer the running bill as provided below.

1. Pump Operator	Rs. 500+Minimum wages* No of shift
2. Helper	Rs. 500+ Minimum wages* No of shift
2. In case of other careless of employee of contractor penalty amount decision of Add. City engineer or deputy Executive Engineer shall be bound to the contractor.
3. If any machinery damage by careless of employee of agency repairing charge will deduct O & M bill or security deposit.
4. For the breach of any other contract condition, Add. City Engineer's, or Dy. Commissioner's or Commissioner's decision shall be bound to the Contractor.
5. Municipal Commissioner shall act as sole arbitration for this work.

## **H. Criteria Liquidate damages for termination of Contract:-**

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

## **I. Mode of Payment:-**

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

Running bill shall be prepare according to below:

<b>Year</b>	<b>Estimated Bill Amount</b>	<b>Monthly Bill Payment to Bidder</b>
First Year	10,40,250.00	[Estimate + {Estimate x (+/-) %}] / 12
Second Year	11,44,275.00	[Estimate + {Estimate x (+/-) %}] / 12

2. Running bill shall be made as per the rules of RMC & its payments will be made as per the Rules of RMC at Time to Time.
3. If the any excess payment made to or any recovery from contractor by the RMC at any account shall be liable to be recovered from the amount payable to the contractor / supplier under this clause.

4. The RMC shall deduct from the amount payable to the Contractor, any amount paid by RMC on behalf of the Contractor e.g. (telephone bills, PGVCL penalty for Power factor or any other dues and liquidated damages as per clause and, as per tender terms and condition. Any excess telephone bills submitted by telephone department; the cost of bills will be borne by Contractor.)
5. Agency should maintain attendance register for the employees provided for each work & copy of register certified by agency must be submit to RMC when demand.

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

Signature of Contractor with stamp

Add. Asst. Engineer  
Water Works, WZ

Dy. Exe. Engineer  
Water Works, WZ

Add. City Engineer  
Water works

R.M.C./C/ ૯૩૨

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

હુકમ :-

વિષય:- ઈ-ટેન્ડર / ઓપન ટેન્ડર પદ્ધતિથી મંગાવવામાં આવતી તમામ પ્રકારની ઓફરો સાથે બિનઅધિકૃત રજુ થતાં ડોક્યુમેન્ટસ 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 ડોક્યુમેન્ટસ 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 ડોક્યુમેન્ટસ કે તે પૈકી કોઈપણ એક ડોક્યુમેન્ટસ 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 આવેથી 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.

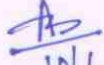
(૨) તમામ ટેન્ડરોનાં કિસ્સાઓમાં સંબંધીત ખરી નકલમાં રજુ થયેલ તમામ ડોક્યુમેન્ટસની મુળ (ઓરીજીનલ) નકલ મંગાવી તેની ખરી નકલની ચકાસણી ફરજિયાતપણે સંબંધીત ડી.ઈ.ઈ.શ્રી તથા મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ કરવાની રહેશે. જે મુળ નકલ સાથે વેરીફાય કર્યાની સહી ફરજિયાતપણે દરેક ખરી નકલમાં સંબંધીત ડી.ઈ.ઈ.શ્રી / મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ 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 ડોક્યુમેન્ટસ રજુ કરી કામ મેળવવા માટે પ્રયાસ કર્યાનું સાબિત થશે, તેવા કિસ્સામાં બીડર / એજન્સીને બ્લેકલીસ્ટ કરી, આવા બીડર સામે ફરજિયાતપણે ફોજદારી કાર્યવાહી સંબંધીત શાખાના વડા તથા વીજીલન્સ અધિકારીશ્રી (પ્રોટેક્શન) દ્વારા જોઈન્ટલી ટિન-૭ માં કરવા આદેશ કરવામાં આવે છે. જેની લેખિતમાં

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

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

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

  
કમિશ્નર 10/6

રાજકોટ મહાનગર સેવાસદન

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

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

આર.એમ.સી./સી. ૩૨૪

રાજકોટ મહાનગરપાલિકા

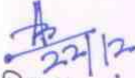
કમિશનર વિભાગ

તા.૨૨/૧૨/૨૦૧૨

### પરિપત્ર:-

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

ઉપરોક્ત બાબતનો અમલ તાત્કાલિક અસરથી કરવો.

  
કમિશનર

રાજકોટ મહાનગરપાલિકા

નકલ રવાના :- (જાણ અર્થે)

- નાયબ કમિશનરશ્રીઓ (તમામ)

નકલ જાણ તથા અમલવારી અર્થે :-

- સહાયક કમિશનરશ્રીઓ (તમામ)

- શાખાધિકારીશ્રીઓ (તમામ)

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

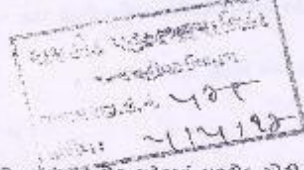
જોજદારી કાર્યરીતી અધિનીયમ ૧૯૭૩ (૧૯૭૪ ના નં.૨) ની કલમ ૧૪૪ અન્વયે કાઢેલ હુકમ

ક્રમાંક: એસ.બી./મજુર/જાહેરનામું/૫/૬૩૬/૨૦૧૪.

પોલીસ કમિશનરીની કચેરી,

રાજકોટ શહેર, રાજકોટ.

તા. ૨૬/૦૪/૨૦૧૪



તાજેતરમાં રાજકોટ શહેરમાં ઘરજોડ ચોરીના બનાવો વધતો જાય છે. ભુતકાળના રાજકોટ શહેરમાં બનેલ ઘરજોડ ચોરીના બનાવોની તપાસ કરતા તપાસમાં આવા ગુનો કરનાર (ચોરીગીર) પકડાયેલ છે. ત્યારે તપાસમાં આવા ગુના વાળા આરોપીઓ ગુનાના બનાવના દિવસે અગાઉ રાજકોટ શહેરમાં નવા બંધાતા મકાનોમાં જુદી જુદી ઔદ્યોગિક કંપનીઓમાં, કોર્પોરેશનમાં મજુરી કામ અને ટેલીફોન કંપનીઓ વગેરે તથા ગેસ પાઇપ લાઇન માટે ખોદાતા ખાડાઓની મજુરી કામ મેળવી અથવા તેના બહાના ફેકલ આવી રોકાય કરી આજુબાજુની સ્થાનિક પરીસ્થિતિનું સર્વે કરી માહિતગાર થઇ મિલકત સિદ્ધિના ગુનાઓ આચરતા હોય છે. મજુરી કામના બહાના ફેકલ આતંકવાદીઓ પણ આશરો મેળવી લેતા હોય છે જેથી જાહેર જનતાની જાન-માલ (મિલકતો)ની સલામતી તથા સુરક્ષા સાથે શીડા નિયંત્રણો મુકવા જરૂરી જણાય છે.

જેથી હું મોકળ બ્ર (સ.પ.ક.), પોલીસ કમિશનર, રાજકોટ શહેર જોજદારી કાર્યરીતી અધિનીયમ (સી.આર.પી.સી.) ૧૯૭૩ (૧૯૭૪ ના નં.૨) ની કલમ ૧૪૪ અન્વયે અમોને મુળભૂત સત્તાઓ હોયે આથી હું હુકમ કરું છું કે, રાજકોટ શહેરના પોલીસ કમિશનર વિસ્તારમાં લેબર કોન્ટ્રાક્ટર/મુશ્કામનારોએ પોતાની ખાસે જે મજુર કામે રાખેલ હોય અને મજુરી કામકાજ માટે સપ્લાય કરતા હોય તેઓએ નીચે જણાવેલ કોમ મુજબ દરેક મજુરોના ચલન-અલન સ્થિતિ સારી કરજીવ્યાત પહે સ્થાનિક પોલીસ સ્ટેશનને જાણ કરવાની રહેશે તથા મજુરી જ્યારે મજુરી કામ તથા રાજકોટ શહેર છોડી જતા રહે ત્યારે લેબર કોન્ટ્રાક્ટર/મુશ્કામ તે અંગેની જાણ નામ/સરનામ સહિતની વિગત સાથે સ્થાનિક પો.સ્ટે.મા કરવાની રહેશે

૧	લેબર કોન્ટ્રાક્ટર / મુશ્કામ (સપ્લાયર) નું પૂરું નામ સરનામું	..
૨	મો.નં., નંબર સહિત	..
૩	મજુરનું નામ તથા ઉ.વ.	..
૪	મજુરનું કાલનું સરનામું ટેલીફોન નંબર	..
૫	મજુરનું પૂર્ણ વતનનું સરનામું ગામ, તાલુકો, જિલ્લો	..
૬	શ્રદાની મજુરીનું સ્થાન / કંપનીનું નામ	..
૭	મજુરનું વતનનું સ્થાનિક પો.સ્ટે.નું નામ તથા ટેલીફોન નંબર	..
૮	મજુરના વતનના આગેવાનનું નામ, સરનામું, ટેલીફોન નંબર	..
૯	મજુર અગાઉ કોઇ પોલીસ ગુનામાં પકડાયેલ હોય તો તેની વિગત	..
૧૦	કચારથી મુકાવો / કોન્ટ્રાક્ટરે મજુરી કામ માટે લખેલ છે	..
૧૧	મજુરનું જોનામ માટેનું આલ.કી.પુર (ફોટા સાથે નું)	..
૧૨	રાજકોટ શહેરમાં કઇ તારીખથી મજુરી કામ કરે છે ? અને કઇ તારીખે જવાનો છે ?	..
૧૩	રાજકોટ શહેરમાં નજીકના સંબંધી કોઇ હોયતો તેનું નામ, સરનામું	..

મજુરનો તાજેતરનો ફોટા

મજુરના અંગુઠાનું નિશાન

મુશ્કામ/સપ્લાયર/કોન્ટ્રાક્ટરની સહી

નામ

આ હુકમ તા. ૦૪/૦૫/૨૦૧૪ થી તા. ૩૦/૦૬/૨૦૧૪ સુધી અમલમાં રહેશે.

આ હુકમનો લેંગ. ઠરાવર અગિયે વધારનોય દંડ સહિતની કલમ ૧૮૮ મુજબ શિક્ષાને પાત્ર થશે.

રાજકોટ પોલીસ કમિશનર

સહી

સહી

સહી / મુદ્રા

21/5/14

તમામને વ્યક્તિગત રીતે મોટીસની બજારમાં કરવી શક્ય ન હોય આથી એકતરફી હુકમ કરી હુ. જાહેર જનતાની જાણ સારું સ્થાનીક વર્તમાન પત્ર આકાશવાણી અને દુરદર્શન કેન્દ્ર પારકતે પ્રસિધ્ધી તથા તાજ પોલીસ સ્ટેશનના પોલીસ ઇન્સ્પેક્ટર, મહાનગર પોલીસ કમિશર, નાયબ પોલીસ કમિશર તથા પોલીસ કમિશર કચેરીના પોલીસ ઓફિસર દ્વારા હુકમની નકલ ચોટાડી પ્રસિધ્ધી કરવામાં આવશે તેમજ સંદેશાલથી જોઇ શકાય તેવી જાહેર જગ્યાઓ ઉપર હુકમની નકલ ચોટાડી પ્રસિધ્ધી કરવામાં આવશે ગુજરાત પોલીસ એક્ટ ૧૯૬૩ મુજબ પોલીસ અધિકારીઓ પણ આ હુકમની જાહેરતા કરવા અધિકૃત ગણાશે.

આજ તારીખે ૦૧/૦૧/૨૦૧૪ ના રોજ મારી સહી અને સિક્કો કરી આગેલ છે.



(મોકન બા)  
પોલીસ કમિશર,  
રાજકોટ શહેર, રાજકોટ

જાહેર સંસ્થાઓ:-

- (૧) અગ્ર સચિવશ્રી, ગૃહ વિભાગ, ગાંધીનગર.
- (૨) પોલીસ મહાનિરીક્ષક અને મુખ્ય પોલીસ અધિકારીશ્રી, ગુ. રા. ગાંધીનગર.
- (૩) અધિક પોલીસ મુખ્ય નિરીક્ષકશ્રી (ઈન્ડે.) ગુ. રા. ગાંધીનગર.
- (૪) પોલીસ કમિશરશ્રી, અમદાવાદ શહેર, વડોદરા શહેર, સુરત શહેર.
- (૫) નાયબ મુખ્ય પોલીસ અધિકારીશ્રી, રાજકોટ કેન્દ્ર, રાજકોટ.
- (૬) જીલ્લા પોલીસ અધિકારીશ્રી, રાજકોટ ક્ષેત્ર, રાજકોટ.
- (૭) કલેક્ટરશ્રી, રાજકોટ શહેર.
- (૮) મ્યુનિસિપલ કમિશરશ્રી, રાજકોટ શહેર.
- (૯) નિયામકશ્રી, માહિતી ખાતું રાજકોટ શહેર તથા જીલ્લા સચિવાલય પ્લોટ નં.૩, વીજા માળે, ગુ. રા. ગાંધીનગર.
- (૧૦) જીલ્લા સરકારી લેક્ચરશ્રી, સેક્શન ઓફ, રાજકોટ.
- (૧૧) મેનેજરશ્રી, બેન્કોનું પેશા રાજકોટ. (મેનેજર બ્રાન્ચ માં પ્રસિધ્ધ કરવા સારું).
- (૧૨) મહાનગર પોલીસ કમિશરશ્રી, પૂર્વ પશ્ચિમ વિભાગ, રાજકોટ શહેર.
- (૧૩) આર્ટી.કમિશરશ્રી, (ઈન્ડે.), રાજકોટ રીફાઇન, રાજકોટ.
- (૧૪) નાયબ પોલીસ અધિકારીશ્રી, પો. ઈન્ડે.શ્રી, રાજકોટ રેલ્વે જંકશન પો.સ્ટે.
- (૧૫) તમામ પો.સ્ટે. ઈન્ચાર્જશ્રીઓ, રાજકોટ શહેર(નકલ) ચોટાડી લાઈટ સ્પીકર વાઝન તથા જાહેરતા કરાવવા સારું.
- (૧૬) તમામ જીલ્લા તથા શાખા ઈન્ચાર્જશ્રીઓ, રાજકોટ શહેર.
- (૧૭) ઇન્ડોર ઈન્ચાર્જશ્રી, રાજકોટ શહેર (નકલ) વર્તમાનપત્રોને આપવી.
- (૧૮) રેવનુ કમિશરશ્રી, ... તમામ ખાતાની સમીક્ષાને અવગત કરવા સારું.

નકલ સંવિનય રવાના:-

- (૧) રજીસ્ટ્રારશ્રી, ટાઈપોઈ. ગુ. રા. સોલાઈસ બંગલાવાર.
  - (૨) રજીસ્ટ્રારશ્રી, ડીસ્ટ્રીક્ટ એન્ડ સેશન્સ કોર્ટ, રાજકોટ.
  - (૩) રજીસ્ટ્રારશ્રી, સીક જમ્યુડીયાલ મેજિસ્ટ્રેટ કોર્ટ, રાજકોટ.
  - (૪) રજીસ્ટ્રારશ્રી, મેટ્રીકલ સેશન્સ જજ કોર્ટ, રાજકોટ.
  - (૫) એક્ઝીક્યુટીવ મેજિસ્ટ્રેટશ્રી, રાજકોટ શહેર.
  - (૬) એક્ઝીક્યુટીવ મેજિસ્ટ્રેટશ્રી, રાજકોટ તાલુકા.
  - (૭) સચુકત માહિતી નિયામકશ્રી, રાજકોટ.
- (સ્થાનીક વર્તમાનપત્રો, આકાશવાણી તથા દુરદર્શન કેન્દ્રમાં પ્રસિધ્ધ કરવા અને વર્તમાનપત્રોની કાપડીઓ ચોકસવું સારું)

સા.નં.ખા./લીંગલ/ખા.નં. ૧૧૩૧/૨૦૧૭

રાજકોટ મહાનગરપાલિકા

લીંગલ શાખા

તા.૧૧/૧૨/૨૦૧૭

ક્રમ:

સંખ્યા : લીંગલ શાખા નં.૧૩૧/૨૦૧૭ ૧૩

રાજકોટ મહાનગરપાલિકાની કામગીરી માટે જુદી-જુદી શાખાઓ બરા કામગીરીના પ્રકારને પ્રમાણે લાઇ નિયમ મનુસારની પદ્ધતિ મનુસરીને એજન્સી/સપ્લાયર/કોન્ટ્રાક્ટર સાથે જોગવાઈઓ સંબંધિત કરવામાં આવે છે. મહાનગરપાલિકાની કામગીરી સંદર્ભે તૈયાર કરવામાં આવતા ટેન્ડર/કારણનામામાં વાંચતો વાંચતની જરૂરીયાતને ધ્યાને લઈ આર્બિટ્રેશન (Arbitration) ની જોગવાઈઓની સમાવેશ કરવામાં આવેલ છે.

રાજકોટ મહાનગરપાલિકાની કામગીરી માટે કરવામાં આવેલ કારણનામાની શરતો મનુસરના નમુના એજન્સી/સપ્લાયર/કોન્ટ્રાક્ટર બરા છેલ્લા કેટલાક વર્ષોથી નામદાર લાઇકોટે સમસ્ત આર્બિટ્રેશનની નિયુક્તિ અંગે પીટીશનો કરવામાં આવે છે, જેના કારણે મહાનગરપાલિકાની કામગીરીના સ્તરમાં વધારો થયેલ છે, અને સંબંધિત અધિકારીશ્રીઓને વારંવાર અમાતાવાદ ખાતે લજર રહેવું પડતું હોય તેના કારણે અગત્યના પ્રોજેક્ટો સહીત કચેરીની કામગીરી તેમજ પ્રાકીય કામો ઉપર વિપરીત અસર થવા પામેલ છે. તેમજ અરજદારોને હેરાન થવું પડે છે. આ બંને કારણે કાયદાકીય, સામાજિક અભિપ્રાય અને પ્રકરણની વિગતો જોતા આ કામે લેક્લિક ઉપાય (legal remedy) લેવામાં હોય મહાનગરપાલિકાના ટેન્ડર/કારણનામામાં આર્બિટ્રેશનની જોગવાઈઓને સામેલ કરવાનું ઉચિત જણાવું નથી.

આથી - રાજકોટ મહાનગરપાલિકાના કામે કરવામાં આવતા ટેન્ડર ડોક્યુમેન્ટ અને કારણનામામાં આર્બિટ્રેશન (Arbitration) ને લગત જોગવાઈઓ દૂર કરવાનો - અને તેના બદલે 'ટેન્ડરની શરત/કારણનામાની શરતના અર્થપટન સંદર્ભે મહાનગરપાલિકાના કમિશનરશ્રીનો નિર્ણય આખરી અને બંધનકર્તા રહેશે.' અને 'ટેન્ડરની/કારણનામાની શરતો અંગે કોઇ પણ બાબતે વિવાદ ઉપસ્થિત થયે રાજકોટની દિવાની અદાલતની હકુમત રહેશે.' તેવી શરતોનો મહાનગરપાલિકાના કામ અર્થે તૈયાર કરવામાં આવતા તમામ કામગીરીના પરિપત્રો/ટેન્ડર ડોક્યુમેન્ટ તેમજ કારણનામામાં સમાવેશ કરવાનો આથી હુકમ કરવામાં આવે છે.

આ હુકમનો અમલ તાત્કાલિક અસરથી ચુસ્તપણે કરવો.

કમિશનર

રાજકોટ મહાનગરપાલિકા

નકલ રવાના જાણ અર્થે : નાયબ કમિશનરશ્રી (તમામ)

નકલ રવાના જરૂરી કાર્યવાહી અર્થે : તમામ શાખાધિકારીશ્રીઓ

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

**Government of Gujarat**

**Finance Department**

GR. No.: FD/MSM/c-file/4/2023/0057/D.M.O.

Date: 21/04/2023

Read: FD GR. No.: EMD/4/2022/0002/DMO Dt. 20/05/2022

**Preamble:**

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above read resolutions of this department dated 20/05/2022.

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

**Resolution:**

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

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

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

  
(S. Chhakchhuak)

Additional Secretary (Budget)

Finance Department

**Annexure I.**

**Finance Department, GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.**

Date: 21/04/2023

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

**❖ All Nationalized Banks**

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2024. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	17	Kotak Mahindra Bank
2	AU Small Finance Bank	18	South Indian Bank
3	Bandhan Bank	19	Standard Chartered Bank
4	BNP Paribas	20	Tamilnadu Mercantile Bank
5	City Union Bank	21	Utkarsh Small Finance Bank
6	CSB Bank	22	The Kalupur Commercial Co-op. Bank
7	DBS Bank India Limited	23	Ahmedabad Mercantile Co-op. Bank
8	DCB Bank	24	Nutan Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
10	FEDERAL Bank	26	Saraswat Co-Operative Bank Ltd
11	HDFC Bank	27	SVC Co-Operative Bank LTD.
12	HSBC Bank	28	The Gujarat State Co-operative Bank
13	ICICI Bank	29	The Mehsana Urban Co-Op. Bank Ltd
14	IndusInd Bank	30	The Surat District Co-Operative Bank Ltd
15	Karnataka Bank	31	The Surat People's Co-Op. Bank Ltd
16	Karur Vysya Bank	32	Saurashtra Gramin Bank

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

  
(S. Chhakchhuak)

Additional Secretary (Budget)

Finance Department

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