

RAJKOT MUNICIPAL CORPORATION

e-TenderNo.: RMC/DRN PROJECT/WZ/03/2023-24



Bid Documents For

Rajkot Municipal Corporation.

**AUGMENTATION OF ELECTRO- MECHANICAL &
INSTRUMENTATION WORKS FOR EXISTING VAVDI(OLD),
PUNITNAGAR(OLD) AND MAVDI SEWAGE PUMPING STATIONS
OF RMC**

SEPTEMBER-2023

Volume-I

General Conditions of Contract

::Milestone dates of e-Tendering::	
1. Downloading of e-Tender documents	Dt.13.09.2023 to Dt.03.10.2023 up to 17:00 Hrs.
2. Pre-bid Meeting in Office of the City Engineer, RMC. at West Zone Office	Dt.22.09.2023 at 11:00 hr At Central Zone, Room no-5 (If bidder have any query mail on hpparmar@rmc.gov.in before 21.09.2023 upto 11:00 Hrs.)
3. Online submission of e-Tender	Dt.03.10.2023 up to 18:00 Hrs.
4. Submission of EMD, Tender fee, Documents required for pre-qualification and other necessary documents by Hand Delivery/Regd. Post.A.D./ Speed Post.	Dt.06.10.2023 up to 18:00 Hrs.
5. Opening of online Primary Bid (Technical Bid)	Dt.06.10.2023 at 18:00 Hrs. (If Possible)
6. Verification of submitted documents (EMD, Tender fee, Documents required for pre-qualification and other necessary)	Dt.07.10.2023 to Dt.10.10.2023 up to 18:00 Hrs. (If Possible)
7. Opening of online Commercial Bid (Price Bid) for technically qualified bidder only.	Dt.11.10.2023 at 10:30 Hrs. onwards (If Possible)
8. Bid Validity	180 (One Hundred Eighty) Day's

**CITY ENGINEER DRAINAGE PROJECT
DEPARTMENT RAJKOT
MUNICIPAL CORPORATION
SHRI HARISINHJI GOHIL ZONAL OFFICE
WEST ZONE, ROOM NO.3(G.F.),
150 FEET RING ROAD,
RAJKOT- 360005**

RAJKOT MUNICIPAL CORPORATION

Bid Documents For

**AUGMENTATION OF ELECTRO- MECHANICAL &
INSTRUMENTATION WORKS FOR EXISTING VAVDI(OLD),
PUNITNAGAR(OLD) AND MAVDI SEWAGE PUMPING STATIONS
OF RMC**

Volume- I

General Conditions of Contract

Section-1 Invitation for Bid, Information to the Tenderer, e- Tender declaration Form, Instructions to Tenderer and Formats.

Section-2 General Conditions of Contract

ABBREVIATIONS

Statementshowingthedetailsofabbreviations.

FullForm	Abbreviation
RajkotMunicipalCorporation	RMC
City Engineer	CE
OperationandMaintenance	O&M
NetPresentValue	NPV
EngineeringProcurementandConstruction	EPC
PaschimGujaratVijCompanyLimited	PGVCL
CriticalPathMethod	CPM
ReinforcedCementConcrete	RCC
HighGroundLevelReservoir	HGLR
Kilometer	KM
MildSteel	MS
BureauofIndianStandard	BIS
AmericanWaterWorksAssociation	AWWA
AmericanPetroleumIndustries	API
MillionLiterperDay	MLD
HighYieldStrengthDeformedbar	HYSD
CorrosionResistantSteel	CRS
OrdinaryPortlandCement	OPC
AmericanStandardforTestingofMaterial	ASTM
FluxCompensatedMagneticAmplifier	FCMA
CostInsuranceandfright	CIF
FreeOnBoard	FOB
EX-Works	EXW
GeneralCondition	GC
SewagePumpingStation	SPS

INDE X

Sr No	Particulars
1	InvitationtoBid
2	InformationtotheTenderer
3	e-TenderDeclarationForm
4	InstructiontotheTenderer
5	CommonFormats
6	FormatsforPumpingMachinerywork
7	GeneralConditionsofContract

VOLUME-I

SECTION-1

INVITATIONFORBIDS

RAJKOT MUNICIPAL CORPORATION
INVITATION FOR BIDS
e-Tender Notice

Rajkot Municipal Corporation, Drainage Project Department, Shri Harisinhji Gohil Zonal Office, West Zone, Room No.3 (G.F.), 150 Feet Ring Road, Rajkot-360005 invites e-Tenders with two bid system from the experienced contractors registered in appropriate class in GWSSB/State Government/ Central Government for below mentioned work.

Sr. No.	Name of work	a) Estimated cost. b) Amount of EMD c) e-Tender fee d) Registration Class e) Time limit for completion of work
1	AUGMENTATION OF ELECTRO- MECHANICAL & INSTRUMENTATION WORKS FOR EXISTING VAVDI(OLD), PUNITNAGAR(OLD) AND MAVDI SEWAGE PUMPING STATIONS OF RMC	a) Rs. 2,43,97,296/- b) Rs. 2,43,973/- c) Rs.4500 d) " B " Class e) 4 Months(120 days)

:: Milestone dates of e-Tendering ::	
1 Downloading of e-Tender documents	Dt.13.09.2023 to Dt.03.10.2023 up to 17:00 Hrs.
2. Pre-bid Meeting in Office of the City Engineer, RMC. at West Zone Office	Dt.22.09.2023 at 11:00 hr At Central Zone, Room no-5 (If bidder have any query mail on hpparmar@rmc.gov.in before 21.09.2023 upto 11:00 Hrs.)
3. Online submission of e-Tender	Dt.03.10.2023 up to 18:00 Hrs.
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7. Opening of online Commercial Bid (Price Bid) for technically qualified bidders only.	Dt.11.10.2023 at 10:30 Hrs. onwards (If Possible)
8. Bid Validity	180 (One Hundred Eighty) Day's

- All bidders must submit tender fee and bid security in person as above either directly deposited in Account No.01018640000035 (Rajkot Municipal Corporation) IFSC Code HDFC0000101 or submit at the below mentioned address in form of Demand draft in favour of "Rajkot-Municipal Corporation", Rajkot, from any Nationalized Bank or Scheduled Bank (except Co-operative Bank) in India. The required documents to be submitted for verification should be duly certified by Gazetted Officer.

**CITY ENGINEER DRAINAGE PROJECT
DEPARTMENT RAJKOT
MUNICIPAL CORPORATION
SHRI HARISINHJI GOHIL ZONAL OFFICE
WEST ZONE, ROOM NO. 3 (G.F.),
150 FEET RING ROAD,
RAJKOT- 360005**

• **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 the 50% of estimated tender cost
2. Working capital must not be less than 25% of estimated cost.
3. Available Bid Capacity-ABC must be more than the estimated tender cost.
4. Bidder shall have a solvency Solvency Equal to or more than Rs. 300 Lacs. The solvency shall be in form of certified banker's statement not older than 6 months shall be attached.

ii) Experience Criteria for each work:

For Pumping Machinery with allied accessories SITC (Mechanical Work)

The bidder should possess following minimum experience. Bidder should have completed the work/works of Estimated Augmentation Capital cost of at either Central or State or Local Self Semi-Government as a main contractor in period of last seven years and should have successfully commissioned and in operation at least one year as mentioned in following table.

The Bidder should have experience of successful completion of comprehensive O&M of Minimum One Sewage/Water pumping station out of the "Work Similar Nature" completed by bidder as specified above and considered by bidder for pre-qualification experience criteria for similar nature of works shall be for at least one year.

For the E&M works registration certificated in Govt. Electrical department as Electrical contractor must be submit with technical bid.

For Pumping Machinery work:

- (1) Bidder should have experience of execution of Augmentation work like water works / Drainage pumping station/WTP/STP's Electro-Mechanical works having HNC / VNC / Sewage Submersible Pump-Motor sets of 40% or two works of 30% of magnitude of estimated tender cost of Electro-mechanical works put to this tender of either Government or Semi-Government or Municipal Corporations / Urban Development Authority as a main contractor in period of last seven years.
- (2) All the works as per Sr. No.-1 above for each category of experience criteria shall be completed during last seven years on SITC basis and should be in successful operation for one year on day ending last day of month previous to the one in which bids are invited.

EstimateAmount ofCapitalCost	ExperienceCriteria
2,43,97,296/-	One work of of 40% OR two works of 30% magnitude of Rising Main Work

- Bidder should have enough machinery and experienced personnel to supervise the whole 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.

Sr. No.	Year	EnhanceFactor
1	Year of inviting tender (eg. 2022-23)	1.00
2	2022-23	1.10
3	2021-22	1.21
4	2020-21	1.33
5	2019-20	1.46
6	2018-19	1.61
7	2017-18	1.77
8	2016-17	1.95

2. Available Bid Capacity (ABC) will be derived by the following method.
ABC is calculated as $ABC = 2 * A * N - B$
Where,
A = Maximum value of works executed in any one year during the last five years (updated to present price level by applying enhancement factor) taking into account the completed as well as works in progress.
N = Number of years prescribed for completion of the works for which tenders are invited.
B = Value (present price level by applying enhancement factor) of existing commitments and on-going works to be completed during that next N year (period of completion of the works for which the tenders are invited.)

City Engineer (Drainage Project)
Rajkot Municipal Corporation

: INFORMATION TO THE TENDERER:

	Name of Work	AUGMENTATION OF ELECTRO- MECHANICAL & INSTRUMENTATION WORKS FOR EXISTING VAVDI(OLD), PUNITNAGAR(OLD) AND MAVDI SEWAGE PUMPING STATIONS OF RMC
1.	Tender validity period	180(one hundred eighty) days
2.	Amount of tender security bond (Earnest money)	Rs.2,43,97,296/-
3.	Minimum amount of performance bond price	5(Five) percent of contract price
4.	Time of completion	4 Months (120 days) from notice to proceed
5.	Period of liability for defects	
A	For Pumping Machinery with allied accessories SITC (Mechanical Work)	2 (Two) Years after Commissioning of Pumping machinery
6.	Compensation for delay	0.1%(zero point one) percent of the contract value per each day of delays subject to a maximum upto 10(ten) percent of the contract value or as decided by the Municipal Commissioner
7.	Last date of downloading of e-Tender documents	Dt.03.10.2023 up to 18:00 Hrs.
8.	Pre-Bid meeting	Dt.22.09.2023 at 11:00 hr At Central Zone, Room no-5 (If bidder have any query mail on hpparmar@rmc.gov.in before 11.09.2023 upto 11:00 Hrs.)
9.	Last date of online submission of e-Tender	Dt.03.10.2023 up to 18:00 Hrs.
10.	Remarks	Municipal Commissioner reserves the right to reduce scope of work and entrust to any

**City Engineer (Drainage Project)
Rajkot Municipal Corporation**

e-TENDERDECLARATIONFORM

TO
The Commissioner
Rajkot Municipal Corporation
Rajkot.

Name of Work:

AUGMENTATION OF ELECTRO- MECHANICAL & INSTRUMENTATION WORKS FOR EXISTING VAVDI(OLD), PUNITNAGAR(OLD) AND MAVDI SEWAGE PUMPING STATIONS OF RMC

Ref:

Dear Sir,

I/We the undersigned have carefully gone through and clearly understood the tender documents comprising Notice Inviting Tenders, Articles of Agreement, Scope of work, Definition of terms, Instruction to Tenderer, Condition of Contract, Special condition of contract, Appendices, Specification, Schedule of quantities and tendered drawing furnished by The Rajkot Municipal Corporation. I/We have satisfied myself/ourselves as to the location of site, examined drawings.

I/We do hereby offer to execute and complete the whole of work within the time specified all in accordance with the specifications, designs, drawing and instructions in writing referred to in the said documents and with such materials as are provided for at the respective rates which I/We have quoted in the schedule-B or at such other rates as may be fixed under provisions of these conditions.

In the event of this tender being accepted I/We agree to enter into an agreement as and when required and execute the contract, according to your Form of Agreement or in default whereof I/We myself/our self to forfeit the 'Earnest Money' Deposit.

I/We understand that if I/We shall not enter into an agreement within 10 days from the date of receipt of letter of acceptance, you will forfeit the earnest money paid by me/us and taken necessary action as deemed fit.

I/We have enclosed a DEMAND DRAFT as an "**Earnest Money Deposit**" for the sum of **Rs 2,43,973.....** the full value of which is to be absolutely forfeited to the

Owner should I/We fail to commence the works specified. Otherwise the said sum shall be retained by the Owner as on account of such 'Security Deposit' as provided for in the aforesaid documents.

I/We agree not to employ Sub-Contractors other than those that may be approved in accordance with conditions in the aforesaid documents.

I/We understand that you are not bound to accept the lowest or any tender which you may receive.

I/We are bound to execute the job if the work order is issued within 180 days from the date of opening of the tender.

I/We agree to pay the Government Income-Tax, Service Tax, Sales Tax (Central & State), Sales Tax on contraction, Value Added Tax, Labour Cess, Professional Tax, GST and Other Taxes prevailing from time to time on such items on which the same leviable and the rates quoted by me/us are inclusive of the same.

Date:- _____

Yours faithfully,

Signature of Contractor

Address:

Contractor.....

**City Engineer (Drainage Project)
Rajkot Municipal Corporation**

INSTRUCTIONS TO THE TENDERER

INSTRUCTIONSTOTHETENDERER

IT1. GENERAL

The contract documents may be secured in accordance with the Notice Inviting e-TENDER for the work called. The work shall include supply of materials necessary for construction of the work.

IT2. INVITATION TO e-TENDER

The Rajkot Municipal Corporation hereinafter referred to as the Corporation will receive e-Tenders for the work of as per the specifications and schedule of prices in the e-Tender document. The e-Tenders shall be opened online as specified in the e-Tender notice in the presence of interested Tenderers or their representatives. The Corporation reserves the right to reject the lowest or any other or all e-Tenders or part of it which in the opinion of the Corporation does not appear to be in its best interest, and the Tenderers shall have no cause of action or claim against the Corporation or its officers, employees, successors or assignees for rejection of his e-Tender.

IT3. LANGUAGE OF e-Tender

e-Tenders shall be submitted in English, and all information in the e-Tenders shall also be in English/Gujarati. Information in any other language shall be accompanied by its translation in English/Gujarati. Failure to comply with this may make the e-Tender liable to rejection.

IT4. QUALIFICATION OF TENDERERS

- A. The Tenderers shall abide by the laws of the Union of India and of Gujarat State and legal jurisdiction of the place where the works are located. i.e. this contract shall be construed according to and subject to the laws of India and the State of Gujarat and under the jurisdiction of the Courts of Gujarat at Rajkot city only.
- B. The Tenderers shall furnish a written statement of financial and technical parameters with details and documents along with his e-Tender which contains namely as below:
 - i. The Tenderer's experience in the fields relevant to this contract.
 - ii. The Tenderer's financial capacity/resources and standing over at least 7 (Seven) years.
 - iii. The Tenderer's present commitments (Job on hand).
 - iv. The Tenderer's capability and qualifications of himself and his regular staff etc.
 - v. Plants and Machinery available with the Tenderer for the work Tendered.

IT5. e-Tender DOCUMENTS

The e-Tender documents and drawings shall comprehensively be referred to as e-Tender document. These several sections form the document are the essential parts of the contract and a requirement occurring in one shall be as binding as though occurring in all, they are to be taken as mutually, explanatory and describe and provide for complete works.

IT6. EXAMINATION BY TENDERERS

- A. At his own expense and prior to submitting his Tender, each Tenderer shall (a) examine the Contract Documents, (b) visit the site and determine local conditions which may affect the work including the prevailing wages and other pertinent cost factors, (c) familiarize himself with all central, state and local laws, ordinance, rules regulations and codes affecting the material supply including the cost of permits and licenses required for the work and (d) correlate his observations, investigations, and determinations with the requirements of the Tender Documents, site & subsoil investigation.
- B. The Tender is invited on **% rate** and Contractor shall have to quote his price on % bases **above or below in the schedule-B/ Price Schedule**. The work shall have to be completed in all respects as stated in the Tender document to the satisfaction of the Corporation.
- C. The following comprises in Contract Documents at a price of **Rs.4,500/-**

e-Tender Document:

Volume-I

General Conditions of Contract

1. Notice inviting Tenders.
2. Information to the Tenderer.
3. e-TENDER declaration form
4. Instructions to the Tenderer.
5. Common Formats.
6. Formats for Pumping Machinery works.
7. General conditions of contract

Volume-II

Technical specifications & Drawings (Pumping Machinery work)

Volume-III

Price Bid

- (1) Price-Bid for Pumping Machinery Work (Bill of Quantities with price)
 - (2) Bid form (with price)
 - (3) Preamble to Price schedule
- D. Copy of the e-TENDER Document should be completed, checked in a responsible manner, digitally signed, and submitted. Tender security Bond shall be submitted in person by the stipulated date, which shall form the Tender.

The Tender is required to be completed with all the pages in which entries are required to be made by the Tenderer are contained in the Tender documents and the Tenderer shall not take out or add to or amend the text of any of the documents except insofar as may be necessary to comply with any addenda issued pursuant to Clause IT.16 hereof.

IT7. EARNEST MONEY DEPOSIT:

- A. Each Tenderer must submit a receipt of deposit as Tender guarantee towards **Earnest money** amounting to **Rs. 2,43,973** in the form of crossed Demand Draft in favor of "Rajkot Municipal Corporation", from any Scheduled bank (except Co-operative Bank) in India acceptable to owner payable at Rajkot. The Tender Bond, shall be valid for a period of not less than hundred and eighty (180) days from the date the Tenders are opened and shall comply with the requirements for Bond as stipulated in the General conditions of contract. The Tender guarantee bond will be held by the owner as a guarantee that the Tenderer, if awarded the contract, will enter into the contract agreement in good faith and furnish the required bonds. Any e-Tender not accompanied by a Tender guarantee in the form of earnest money deposited for the sum stipulated in the e-Tender Document will be summarily rejected.
- B. The Earnest Money Deposit will be refunded to the unsuccessful Tenderers after an award has been finalized.
- C. The Earnest Money Deposit (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 Tender document within ten days (10) days after receipt of notice of award of contract.
- D. The Earnest Money Deposit of the successful Tenderers shall be returned after the performance guarantee bond, as required, is furnished by the Contractor.
- E. Within 10 (ten) days from the date of issue of the letter accepting his tender, the successful Bidder shall furnish the required Security Deposit for performance and plus additional security if any for unbalanced bids in accordance with the condition of the contract and attend the office of the Engineer In-charge for execution of the contract documents. If he fails to furnish the Security Deposit for performance or enter into an agreement to execute the contract for the work offered to him, his Earnest Money Deposit will be forfeited and the Bidder will be Black Listed/Debarred from tendering for further works of Rajkot Municipal Corporation for the period of three years.
- F. No interest shall be paid by the owner on any e-Tender guarantee.

IT8. PREPARATION OF e-TENDER DOCUMENTS

Tenderers are required to note the following while preparing the e-TENDER Documents:

- A. e-TENDER shall be submitted on the e-TENDER form bound here in English. All statements shall be properly filled in. Numbers shall be stated both in words and in figures where so indicated.
- B. All entries or prices and arithmetic shall be checked before submission of the Tenders. If there is discrepancy between the rates quoted in figures and in words, the rates expressed in words shall be considered as binding.
- C. Each Tender shall be accompanied by the prescribed e-Tender security bond and other required documents and drawings. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signature.
- D. Variation to the contract Documents requested by the Tenderer may be affixed and duly signed and stamped. Such variations may be approved or refused by the Corporation is not obliged to give reason for his decisions.

IT9.SUBMISSION OF e-TENDER DOCUMENTS

Tenderers are requested to submit the e-TENDER Documents on following lines.

- A. Volume containing following documents:
- B.
 - I. e-TENDER security bond (Earnest Money)
 - II. Certificate as registered Contractor with Government of Gujarat or appropriate authority.
 - III. Tenderer's financial capability and standing over at least past seven Years
 - IV. Current Income Tax clearance certificate. **(DELETED)**
 - V. Tenderer's experience in the field relevant to this contract.
 - VI. A list of the equipment the Tenderer possesses and that which he proposed to acquire and use for the purpose related to the work.
 - VII. Tenderers should submit All the drawings which they have received along with the Tenders

The time limit for receipt of e-Tenders shall strictly apply in all cases. The Tenderers should therefore ensure that their e-Tender is received by the competent authority **The Rajkot Municipal Corporation** at the required place before expiry of the time limit. No delay on account of any cause for receipt of e-Tenders shall be entertained.

The e-Tender must contain the name, address and residence and place of business of the person or persons submitting the e-Tender and must be digitally signed.

e-Tenders by partnership firm must be furnished with the full names and addresses of all partners and be signed by one of the members of the partnership or by a legally authorized representative holding power of attorney followed by signature and designation of the person or persons signing.

E-Tenders by corporations/companies must be signed with the legal name of the Corporation/Companies by the president/or by the secretary or other person or persons legally authorized to bind the Corporation/Company in the matter.

All pages to be initialed:

All signatures in tender documents shall be dated as well as all the pages of these sections of tender documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderer or by a person holding power of attorney, authorizing him to sign on behalf of the tenderer before submission of tender.

IT10 TENDER VALIDITY PERIOD

The validity period of the e-Tender submitted for this work shall be of One eighty (180) calendar days from the date of opening of the e-Tender and that the Tenderers shall not be allowed to withdraw or modify the e-Tender offer on his own during the validity period. The Tenderer will not be allowed to withdraw the e-Tender or make any

modifications or additions in the terms and conditions on his own e- Tender. If this is done then the owner shall, without prejudice to any other right or remedy, be at liberty to reject the e-Tender and forfeit the earnest money deposit in full.

IT11 GENERAL PERFORMANCE DATA

Tenderers shall present all the information which is sought for in the e-Tender document in form of various schedules if given. E-Tenders may not be considered if left blank or the schedules are not properly filled in.

IT12 SIGNING OF E-TENDER DOCUMENTS

If the e-Tender is made by an individual it shall be signed with his full name above his current address. If the e-Tender is made by a proprietary firm, it shall be signed by the proprietor above his name and then the name of his firm with his current address.

If the e-Tender is made by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current address, or by a partner holding the power of attorney for the firm, in which case a certified copy of the power of attorney shall accompany the e-Tender. A certified copy of the partnership deed, current addresses of all the partners of the firm shall also accompany the e-Tender.

If the e-Tender is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney, shall accompany the e-Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

If the e-Tender is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firms shall have the responsibility for e-Tendering and for completion of the contract documents and furnish evidence admissible in law in respect of the authority to such firms on behalf of the group of firms for e-Tendering and for completion of contract documents. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the e-Tender shall be furnished along with the e-Tender. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures. All the signatures in the e-Tender documents shall be dated.

IT13 WITHDRAWAL OF TENDERS

If, during the tender validity period, the Tenderer withdraws his Tender, Tender security (Earnest Money) shall be forfeited and the Tenderer will be debarred for next three years to quote in R.M.C.

IT14 INTERPRETATION OF E-TENDER DOCUMENTS

Tenderers shall carefully examine the e-Tender document and fully inform themselves as to all the conditions and matters which may in any way affect the work or the cost thereof. If a Tenderer finds discrepancies, or omission from the specifications or other documents or should be in doubt

as to their meaning, he should at once address quarry to the City Engineer(DrainageProject),R.M.C. The result of interpretation of the e-Tender will be issued to all Tenderers as addendum.

IT15 ERRORS AND DISCREPANCIES IN e-TENDERS

In case of conflict between the figures and words in the rate sheet expressed in words shall prevail and apply in such cases.

IT16 MODIFICATION OF DOCUMENTS

Modification of specifications and extension of the closing date of the e-Tender, if required, will be made by an addendum. Each addendum will be made available online to all Tenderers. These shall form part of e-Tender. The Tenderers shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with any addendum. Addendum forms part of the Contract Documents, and full consideration shall be given to all Addenda in the preparation of e-Tender. Tenderers shall verify the number of Addenda issued, if any, and acknowledge the receipt of all Addenda in the e-TENDER Failure to so acknowledge may cause the e-Tender to be rejected.

- A. The Owner may issue Addenda to advise Tenderers of changed requirements. Such addendum may modify previously issued Addenda.
- B. No addendum may be issued after the time stated in the notice inviting e-Tenders.

IT17. TAX AND DUTIES ON MATERIALS

All charge on account of excised duties, Central/ State, sales tax, work contract tax, GST and other duties etc. on materials obtained for the works from any source shall be borne by the Contractors. (P) or 'C' or 'D' form shall not be supplied by the owner.

IT18 EVALUATION OF e-TENDERS

While comparing e-Tenders, the Rajkot Municipal Corporation shall consider factors like price offer is workable with the market price, efficiency and reliability of construction method proposed, compliance with the specifications, relative quality, work done in past with Rajkot Municipal Corporation or other Government Organizations, litigation issues etc. Evaluation criteria as specifically mentioned in the specification will also be taken into consideration in the evaluation of e-Tenders.

IT19 TIME REQUIRED FOR COMPLETION

The completion period mentioned in this schedule is to be reckoned from the date of notice to proceed. Total completion period is **...4... calendar months (120 DAYS)** from the date of issue of notice to proceed and Contractor should adhere to this completion time..

IT20 POLICY FOR TENDER UNDER CONSIDERATION

TENDER shall be termed to be under consideration from the opening of the e-Tender until such time any official announcement or award is made. While e-Tenders are under consideration, Tenderers and their representative or other interested parties are advised to refrain from contacting by any means any Corporation personnel or representatives on matters related to the e-Tenders under study.

The Corporation's representatives if necessary will obtain clarification on e-Tenders by requesting such information from any or all the Tenderers, either in writing or through personal contact, as may be necessary. The Tenderer will not be permitted to change the substance of his e-Tender after e-Tenders have been opened. This includes any post-Tender price revision. Non-compliance with this provision shall make the Tenderer liable for rejection.

IT 21 PRICES AND PAYMENTS

The Tenderer must understand clearly that the prices quoted are for the total work or the part of the total work quoted for and include all costs due to materials, labour, equipment, supervision, other services, royalties, taxes etc. and to include all extra to cover the cost. No claim for additional payment beyond the prices quoted will be entertained and the Tenderer will not be entitled subsequently to make any claim on any ground.

IT 22 PAYMENT TERMS

The terms of payment are defined in the General Conditions of Contract and Technical specifications. The Corporation shall not under any circumstances relax these terms of payment and will not consider any alternative payment terms. Tenderers should therefore in their own interest note this provision to avoid rejection of their e-Tenders.

IT 23 AWARD

Award of the contract or the rejection of e-Tenders will be made during the Tender validity period. A separate Schedule-B (Price Schedule) is given. The Contractors are requested to quote their price offer **in % below or above the given price in the schedule-B only.**

- A. After all contract contingencies are satisfied and the Notice of Award is issued, the successful Tenderer shall execute the Contract Agreement within the time stated and shall furnish the Bonds as required herein. The contract Agreement shall be executed, in form stipulated by the Owner.
- B. If the Tenderer receiving the Notice of Award fails or refuses to execute the Contract Agreement within the stated time limit or fails or refuses to furnish the Bonds as required herein. The Owner may annul his award and declare the e-Tender security forfeited and will take action as deemed fit.
- C. A corporation, partnership firm or other consortium acting as the Tenderer and receiving the award shall furnish evidence of its existence and evidence that the officers signing the contract agreement and Bonds for the corporation, partnership firm or other consortium acting as the Tenderer is duly authorized to do so.

IT 24 SIGNING OF CONTRACT

The successful Tenderers shall be required to execute the contract agreement within 10 days of receipt of intimation to execute the contract, failing which the Corporation will be entitled to annul the award and forfeit the Earnest Money Deposit. The person to sign the contract document shall be person as detailed in Article IT. 12 (signing of e-Tender documents).

IT25 DISQUALIFICATION

Ae-Tenders shall be disqualified and will not be taken for consideration if, (a) The Tender Security Deposit is not deposited in full and in the manner as specified as per Article IT.7 i.e. Earnest Money Deposit. (b) The e-Tender is in a language other than English or does not contain its English Translation in case of other language adopted for e-Tender preparation.

- (c) The e-Tender documents are not signed by an authorized person (as per Article IT.12 i.e. signing of e-Tender documents).
- (d) The general performance data for qualification is not submitted fully (as per Article IT.11 i.e. General performance Data).
- (e) Tenderer does not agree to payment terms defined as per Article IT.22 i.e. payment terms.

A. Ane-Tender may further be disqualified if,

- (a) Price variation is proposed by the Tenderer on any principle other than those provided in the e-TENDER Documents.
- (b) Completion schedule offered is not consistent with the completion schedule defined and specified in e-Tender document.
- (c) The validity of e-Tender is less than that mentioned in Article IT.10 i.e. e-Tender validity period.
- (d) Any of the page or pages of e-Tender is/are removed or replaced. (e) Any condition which affects the cost.

IT26 PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

As a contract security the Tenderer to whom the award is made shall furnish a performance guarantee (Security deposit) for the amount of **5%** of the contract price to guarantee the faithful performance, completion and maintenance of the work of the contract in accordance with all conditions and terms specified herein and to the satisfaction of the Engineer-in-charge, and ensuring the discharge of all obligations arising from the execution of contract in the forms mentioned below:

- a. By a Demand Draft on the Rajkot Branch of any Nationalized Bank or Scheduled Bank except co-operative bank.
- b. A fixed deposit receipt of any Nationalized Bank or Scheduled Bank except Co-operative Bank duly endorsed in favour of the **Rajkot Municipal Corporation, Rajkot.**
- c. A Bank Guarantee of any Nationalized Bank or Scheduled Bank except Co-operative Bank duly endorsed in favour of the **Rajkot Municipal Corporation, Rajkot.**

PERFORMANCE GUARANTEE (SECURITY DEPOSIT) shall be submitted component wise

OnAmountofComponent	Durationof PERFORMANCE GUARANTEE (SECURITYDEPOSIT)

The performance guarantee shall be delivered to the Corporation within ten (10) days of the notice of award and at least three (3) days before the contract agreement is signed unless otherwise specified by the Engineer-in-charge. On due performance and completion of the contract in all respects, **the performance guarantee will be returned to the contractor without any interest after the defect liability period of concern component is over.**

IT27 STAMP DUTY

The successful Tenderer shall have to enter into an agreement on a Non-Judicial stamp paper of amount as per Stamp Duty Act in the form of the agreement approved by the Corporation. The cost of stamp paper and adhesive stamp shall be borne by the contractor. The same shall be paid as per circular of Superintendent of Stamps, Gandhinagar. At present, the rate of stamp duty is 4.90% of amount of FDR of security deposit but it shall be varied actual as applicable from time to time.

IT28 BRAND NAMES

Specific reference in the specification to any material by manufacturer's name, or catalogue shall be constructed as establishing a standard or quality and performance and not as limiting competition and the Tenderer in such cases, may at his option freely use only other product, provided that it ensures an equal or higher quality than the standard mentioned and meets Corporation approval.

IT29 NON TRANSFERABLE

e-TENDER documents are not transferable.

IT30 COST OF e-Tendering

The owner will not defray expense incurred by Tenderers in e-Tendering.

IT31 EFFECT OF e-Tender

The e-Tender for the work shall remain for a period of 180 calendar days from the date of opening of the e-Tenders for this work and that the Tenderer shall not be allowed to withdraw or modify the offer in his own during the period. If any Tenderer withdraws or makes any modification or additions in the terms and conditions of his own e-Tender, then the Corporation shall, without prejudice to any other right or remedy, be at liberty to reject the e-Tender and forfeit the earnest money in full.

IT32 CHANGE IN QUANTITY

The Corporation reserves the right to waive any information in any e-Tender and to reject one or all e-Tenders without assigning any reasons for such rejection and also to vary the quantities of items or group as specified in the schedule of prices as may be necessary.

IT33NEW EQUIPMENT AND MATERIAL

All materials, equipment and spare parts thereof shall be new, unused and originally coming from manufacturer's plant to the Corporation. The rebuilt or overhauled equipment/materials will not be allowed to be used on works.

IT34 RIGHTS RESERVED

The owner reserves the right to reject any or all Tenders, to waive any informality or irregularity in any Tender without assigning any reason. The owner further reserves the right to withhold issuance of the notice to proceed, even after execution of the contract agreement. No payment will be made to the successful Tenderer on account of such withholding. The owner is not obliged to give reasons for any such action.

IT35 ADDITIONAL RIGHTS RESERVED

The Commissioner, Rajkot Municipal Corporation, reserves right to reduce the scope of work & split the Tender into two or more parts without assigning any reason even after the award of contract.

IT36 MOBILIZATION ADVANCE

No mobilization advance or advance on machinery will be given.

IT37 CONDITIONAL E-Tenders

The scope of work is clearly mentioned in the Tender documents. The Contractor shall have to carry out the work in accordance with the details specifications. No condition will be accepted. The conditional Tender will liable to be rejected.

IT38 1% CESS & REGISTRATION:

For the welfare of labour working under construction Industry, the agency shall have to take the registration with competent authority as per Circular No. CWA/2004/841/M-3 dated 30-01-2006 of Government of Gujarat. Rajkot Municipal Corporation will deduct 1% Cess of the value of work and will deposit the same in Government.

IT39 PROFESSIONAL TAX

The bidder shall have to pay the Professional Tax up to current financial year imposed by Government of Gujarat, and also produce Enrollment Certificate for the same.

IT-40 APPLICATION OF EMPLOYEES' PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT-1952

The bidder shall have to follow all the rules and regulations as per "Application of employees' provident fund and miscellaneous provisions ACT-1952".

Asst.Engineer
RMC.

Dy.Executive Engineer
RMC.

City Engineer(Drainage Project)
RMC.

Common Formats

Application Form (1)
General Information

All individual firms and each partner of a consortium applying for qualification are requested to complete the information in this form. Nationality information to be provided for all owners or applicants who are partnerships or individually-owned firms.

Where the Applicant proposes to use named sub-Contractors for critical components of the works, or for work contents in excess of 10 percent of the value of the whole work the following information should also be supplied for the specialist sub-Contractor(s).

1.	Name of Firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation/registration	Year of incorporation/ registration

Signature of Contractor

	Nationalityofowners	
	Name	Nationality
1.		
2.		
3.		
4.		
5.		

SignatureofContractor

NameofBidders officers/Personstobecontacted			
Name.	Address	PhoneNos.	Fax.

SignatureofContractor

Application Form (1A)

Structure and Organization

The applicant is an individual a proprietary firm a firm in partnership a Limited Company or Corporation a group of firms/consortium (if Yes, give completion information in respect of each partner)	
Attach the Organization Chart showing the structure of the organization including the names of the Directors and position of officers	
Number of years of experience: as a Prime Contractor (Contractor shouldering major responsibility in own country other countries (specify country)	
in a consortium in own country other countries (Specify country)	
as a sub-Contractor (specify main Contractor) in own country other countries (Specify country)	
Name and address of any associates the applicant has in India (in case the applicant happens to be from foreign country) who are knowledgeable in the procedures of customs, immigration, taxes and other information necessary to do the work.	
For how many years has your organization been in business of similar work under its present name? What were your fields when your organization was established? Whether any new fields were added in your organization? And if so, when?	

Signature of Contractor

Were you ever required to suspend construction for a period of more than six months continuously after you started? If so, give the name of project and give reasons therefore.	
Have you ever left the work awarded to you incomplete? If so, give name of project and reasons for not completing work.	
Give details for construction of sewage treatment plant	
Give details for pumping machinery in drainage pumping station	

Signature of Contractor

DECLARATION

I/We hereby declared that I/We am/are not partner(s) blacklisted or connected with firm blacklisted in any States, CPWD / MES / Railways or any Government, Semi- Government or Private body.

My/our firm is/are not partner(s) blacklisted or connected with firm blacklisted in any States, CPWD/MES/Railways or any Government, Semi-Government or Private body.

I/We hereby declared that no contract of my/our firm with Rajkot Municipal Corporation has been terminated

I/We hereby declared that no contract of my/our firm with Rajkot Municipal Corporation is under any litigation or in any dispute.

At present I/We am/are registered 30s approved contractor (s), firms in _____
State, CPWD/MES/Railways.

We, the partners/owners of this firm, hereby give an undertaking that we are jointly and severally responsible to meet all the liabilities ever and above the business of this firm and make good the above financial loss sustained by the Rajkot Municipal Corporation as a result of our abandoning the work entrusted to us.

Date:

Seal and Signature of the Bidder

APPLICABILITY OF PROVIDENT FUND AND MISCELLANEOUS PROVISIONS ACT 1952

Successful bidder i.e. the agency whose tender is accepted by the RMC shall have to comply the necessary formalities under the employees provident fund and Miscellaneous Provisions Act, 1952 as Contributory Provident Fund Scheme is applicable to labourers engaged in construction activity and shall have to submit proofs regarding deduction of provident fund and other dues and depositing the same with government department under the act and the scheme regularly on monthly basis failing which no running/final bill payment will be made by the RMC to the contractor in any circumstances.

A certificate to the above effect has to be given by the contractor as under.

Declaration Of Depositing Provident Fund contribution

This is to certify that we have deducted the employees' P.F. and deposited the same along with employer's contribution towards provident fund on labour charges/wages paid by us to the labourers engaged for the work of _____

with Provident

Fund Authority under our Provident Fund Code No. _____

We produce herewith the copies of the challans for the provident fund deduction and contribution deposited as mentioned above.

Date:

Seal and Signature of the Bidder

APPENDIX-A

STATEMENT OF FINANCIAL PARAMETERS

2. Annual turnover for last financial seven years

	Turnover Rs. In Lacs							
Financial year	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	Average of last Seven years
Partner-1 (Lead Partner)								
Partner-2								
Partner-3								
Total								

3. Working Capital

Working Capital (in Rs.) as on Dt. 31-03-2018	
Partner-1 (Lead Partner)	
Partner-2	
Partner-3	
Total	

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

Signature of Contractor

APPENDIX-B
ENGINEERINGPERSONNEL

Sr. No	Nameofperson	Qualification	Experience	Since longwiththe firmanddesignation	Whetherhewillbe sparedforRMCwork formonths' time.

SignatureofContractor

APPENDIX-C

DETAILSOFPLANTS&EQUIPMENTSAVAILABLEWITHFIRM

Sr No	Nameofplants/ equipments	MakeofPlants/ equipments	Model&Year ofpurchase	DetailsofR.T.O. Registration	Costofplants/ equipments	Locationwherethe plants/ equipmentslocated	Hours utilized	Conditionat present	Willbe deployedon workornot?

SignatureofContractor

APPENDIX-D

INFORMATION ON BID CAPACITY (WORK FOR WHICH BIDS HAVE BEEN SUBMITTED AND WORKS WHICH ARE YET TO BE COMPLETED) AS ON THE DATE OF THIS BID (A) EXISTING COMMITMENTS AND ON-GOING WORKS

Sr. No.	Description of Work	Place and state	Contract No. & Date	Name and Address of the Owner	Value of Contract Rupees in Lacs	Stipulated period of Completion	Value of works remaining to be completed	Anticipated date of completion.
	1	2	3	4	5	6	7	8

Signature of Contractor

APPENDIX-E

WORKS FOR WHICH BIDS ALREADY SUBMITTED

Sr. No.	Description of work	Place and State	Estimated Value of works Rs. In Lakh	Stipulated period of completion	Date when decision is expected	Remarks if any

Signature of Contractor

APPENDIX-F

General Information Details

Estimated Amount			Tender Fee & EMD	PAN, GST, Certi. Details	Mention Annexure no/pagination no of concerned documents					
Rs.										
Name of Agency		Registration No./Class (Mini. "D" Class)	Detail	Professional Tax Details	Turnover Details (Last Seven Years Average 11-12 to 17-18)		Solvency	Available Bid Capacity (working Capital) As per Formula $ABC = 2 * A * N - B$ (Minimum)	Detail of Certificate attached for Experience of Min. Of single work.	
		Issuing Authority			Year	enhancement factor to be multiplied	Turn Over in Rs. With enhancement factor	Bidders shall have a solvency as per NIT Certified banker's statement not older than 6 months shall be attached.	Maximum Value of work Executed by applying enhancement factor --- 10% (above) years taking into account	Name of Work which is to be considered for this tender Amount of completed work as per 3A certi.
22 Address		Class	Name of Bank & Bank Code , City	Vendor Registration Details	2016-17	1.95		Name of Bank & Bank Code , City	Value (present price level by applying enhancement factor) of existing commitments and on-going works to be completed during that next Year (period of completion of	---- Do ---- with enhancement factor
					2017-18	1.77				
					2018-19	1.61				
Phone		Permission No.	Draft No.		2019-20	1.46		Solvency No.	Number of years prescribed for completion of the works for which tenders are invited	For Drainage Pumping Station Construction Work
Fax		Date:-	Draft Date		2020-21	1.33		Certi. Issue Date	A= Max Value x Enhancement factor	
E-mail Address		Letter No			2021-22	1.21			N= Next Year	
		Permission valid Up to			2022-23	1.10			B= Present Value	
						Average			Bid Capacity = $(2 * A * N) - B$	For Pumping Machinery with allied accessories SITC (Mechanical Work)
									Attach the Calculation sheet and Mention Figure Here	
Above all Details are True							Above Financial Details are True			
Contractor Sign & Seal							Chartered Accountant Sign & Seal			

SECTION-2

GENERALCONDITIONSOFCONTRACT

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GC-01**DEFINITIONS AND INTERPRETATIONS:**

- 1.0 In the contract (as hereinafter defined) the following words and expressions shall, unless repugnant to the subject or context thereof, have the following meanings assigned to them.
- 1.1 The "**Owner/Corporation**" shall mean **Rajkot Municipal Corporation** and shall include its Municipal Commissioner or other Officers authorized by the Corporation and also include owner's successors and assignees.
- 1.2 The "**Contractor**" shall mean the person or the persons, firm or Company whose Tender has been accepted by the Owner and include the Contractor's legal representative, his successors and permitted assignee.
- 1.3 The "**Engineer-in-charge**" shall mean the person designated as such by the owner from time to time and shall include those who are expressly authorized by the Corporation to act for and on its behalf for all functions pertaining to the operation of this contract.
- 1.4 "**Engineer-in-charge's Representative**" shall mean any resident Engineer or Assistant to the Engineer-in-charge, appointed from time to time by the owner to perform duties set forth in the E-TENDER Document whose authority shall be notified in writing to the Contractor by the Engineer-in-charge.
- 1.5 "**E-TENDER**" – the offer or proposal of the Tenderer submitted in the prescribed form setting forth the prices for the work to be performed, and the details thereof.
- 1.6 "**Contract Price**" shall mean total money payable to the Contractor under the contract.
- 1.7 "**Addendum**" shall mean the written or graphic notices issued prior to submission of E-Tender which modify or interpret the contract documents.
- 1.8 "**Contract Time**" – the time specified for the completion of work.
- 1.9 "**Contract**" shall mean an agreement between the parties for the execution of works including there in all contract documents.
- 1.10 "**Contract Document**" shall mean collectively the E-Tender documents, designs, drawings, specifications, agreed variations, if any and such other documents constituting the E-Tender and acceptance thereof.
- 1.11 "**The Sub-Contractor**" shall mean any person, firm or company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the written consent of the Engineer-in-charge and the legal representative successors and permitted assignee of such person, firm or company.
- 1.12 The "**Specifications**" shall mean all directions, the various Technical Specifications, provisions and requirements attached to the contract which pertain to the method and manner of performing the work, to the quantities and qualities of the work and the material to be furnished under the contract for the work and any order(s) or instruction(s) there under. It shall also mean the latest Bureau of Indian Standard Specification relative to the particular work or part thereof, so far as they are not contrary to the E-TENDER specifications and in absence of any

otherCountryappliedin Indianasa matterof standardengineering practiceandapprovedinwritingbytheEngineer-in-chargewithorwithout modification.

- 1.13 The "**Drawings**" shall include maps, plans, tracings, or prints thereof with any modification approved in writing by the Engineer-in-charge and as such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge in connection with the work.
- 1.14 The "**Work**" shall mean the work to be executed in accordance with the contract or the part thereof as the case may be and shall include extra, additional, altered or substituted works as required for the purpose of the contract. It shall mean the totality of the work by expression or implication envisaged in the contract and shall include all materials, equipment and labour required for or relative or incidental to or in connection with the commencement, performance and completion of any work and/or incorporation in the work.
- 1.15 The "**Permanent Work**" shall mean works which will be incorporated in and form part of the work to be handed over to the owner by the Contractor on completion of the contract.
- 1.16 The "**Temporary Work**" shall mean all temporary works of every kind required in or about the execution, completion and maintenance of the work.
- 1.17 "**Site**" shall mean the land and other places, on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the Corporation for the purpose of the contract together with any other places designated in the contract as forming part of the site.
- 1.18 The "**Construction Equipment**" shall mean all appliances/equipment of whatever nature required in or for execution, completion or maintenance of works or temporary works (as herein before defined) but does not include materials or other things intended to form or form part of the permanent work.
- 1.19 "**Notice in writing or written Notice**" shall mean a notice written, typed or in printed form delivered personally or sent by Registered Post to the last known private or business address or Registered Office of the Contractor and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.20 The "**Alteration/variation order**" shall mean an order given in writing by the Engineer-in-charge to effect additions or deletions from or alterations in the work.
- 1.21 "**Final Test Certificate**" shall mean the final test certificate issued by the owner within the provision of the contract.
- 1.22 The "**Completion Certificate**" shall mean the certificate to be issued by the Engineer-in-charge when the work has been completed and tested to his satisfaction.

- 1.23 The **"Final Certificate"** shall mean the final certificate issued by the Engineer-in-charge after the period of defects liability is over and the work is finally accepted by the owner.
- 1.24 **"Defects Liability Period"** shall mean the specified period between the issue of Completion Certificate and the issue of final certificate during which the Contractor is responsible for rectifying all defects that may appear in the works.
- 1.25 **"Approved"** shall mean approved in writing including subsequent confirmation in writing of previous verbal approval and "Approval" means approved in writing including as aforesaid.
- 1.26 **"Letter of Acceptance"** shall mean an intimation by a letter to Tenderer that his Tender has been accepted in accordance with the provisions contained therein.
- 1.27 **"Order" and "Instructions"** shall respectively mean any written order or instruction given by the Engineer-in-charge within the scope of his powers in terms of the contract.
- 1.28 **"Running Account Bill"** shall mean a bill for the payment of "On Account" money to the Contractor during the progress of work on the basis of work done and the supply of non-perishable material to be incorporated in the work.
- 1.29 **"Security Deposit"** shall mean the deposit to be held by the owner as security for the due performance of the contractual obligations.
- 1.30 **"Retention Money"** shall mean the money retained from R.A. Bills for the due completion of the "LETWORKS".
- 1.31 Unless otherwise specifically stated, the masculine genders shall include the feminine and neuter genders and vice-versa and the singular shall include the plural and vice-versa.

GC-02 LOCATION OF SITE AND ACCESSIBILITY:

The work is to be carried out in city area. Non-availability of access roads shall in no case be the cause to condone delay in the execution of the work and no claim or extra compensation will be paid.

GC-03 SCOPE OF WORK:

The scope of work is defined broadly in the special conditions of contract and specifications. The Contractor shall provide all necessary materials, equipment and labour etc. for the execution and maintenance of the work. All material that goes with the work shall be approved by the Engineer-in-charge prior to procurement and use.

Power Supply:

The Contractor shall make his own arrangement for power supply during installation.

Land for Contractor's Field Office, Godown Etc.:

Owner will not be in a position to provide land required for Contractor's field office, godown, etc. The Contractor shall have to make his own arrangement for the same.

GC-04

RULING LANGUAGE:

The language according to which the contract shall be construed and interpreted shall be English/Gujarati. All entries in the contract document and all correspondence between the Contractor and the **Corporation** or the Engineer-in-charge shall be in English/Gujarati. All dimensions for the material shall be given in metric unit only.

GC-05

INTERPRETATION OF CONTRACT DOCUMENT:

1. The provision of the General Conditions of Contract and Special Conditions of Contract shall prevail over those of any other documents of the contract unless specifically provided otherwise, should there be any discrepancy, inconsistency, error or omission in these several documents forming the contract, the matter may be referred to the Engineer-in-charge for his instructions and decision. The Engineer-in-charge's decision in such cases shall be final and binding to the Contractor.
2. Work shown upon the drawings but not described in the specifications or described in the specifications without showing on the drawings shall be taken as described in the specifications and shown on the drawings.
3. The headings and the marginal notes to the clause of these General Conditions of Contract to the specifications or to any other part of Tender documents are solely for the purpose of giving a concise indication and not a summary of contents thereof. They shall never be deemed to be part thereof for use in the interpretation or construction of the contract.
4. Unless otherwise states specifically, in this contract documents the singular shall include the plural and vice-versa wherever the context so requires. Works imparting persons shall include relevant Corporations / Body of individual/firm of partnership.
5. Notwithstanding the sub-division of the documents into separate section and volumes every part of each shall be supplementary to and complementary of every other part and shall be read with and into the context so far as it may be practicable to do so.
6. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision of the Special Conditions of Contract, then, unless a different intention appears, the provisions of the special conditions of contract shall be deemed to override the provisions of General Conditions of Contract to the extent of each repugnancy of variance.
7. The materials, design, and workmanship shall satisfy the relevant ISS, and codes referred to. If additional requirements are shown in the specifications, the same shall be satisfied over and above ISS and other codes.
8. If the specifications mention that the Contractor shall perform certain work or provide certain facilities, it shall mean that the Contractor shall do so at his own cost.

9. **“Contractor to Collect His Own Information” –**

The details given in the e-Tender are arranged making necessary investigations for framing an estimate. However, when the work is being executed, changes in soil conditions are likely to be met within view of the formation of soil, strata in Rajkot District. It is, therefore, desirable that the Contractor make his own investigations or additional investigations as may be required for correctly assessing the cost of different items of work and submit this e-Tender accordingly. Any change in description or quantity of an item shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to the drawings and specifications at the e-Tendered rates.

He is deemed to have known the scope, nature and magnitude of the work and the requirements of materials and labour involved and as to whatever work he has to complete in accordance with the contract. The Contractor is expected to visit the site and surroundings to satisfy himself as to the nature of all existing structures, if any, and also as to the nature and the condition of railways, roads, bridges and culverts, means of transport and communications whether by land, air or water and as to possible interruptions thereto and the access and gross from the site, to have examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the site for disposal of surplus materials, the available accommodation and make such enquiries as may be necessary for executing and completing the work, to have local enquiries as to the sub-soil, subsoil water and variation thereof, storms, prevailing winds, climatic conditions and all other similar matters, effecting work. He is expected to be familiar with his liability for payment of Government taxes, customs and excise duty and other charges etc. in contract with the execution of this contract.

GC-06 CONTRACTOR TO UNDERSTAND HIMSELF FULLY:

The Contractor by e-Tendering shall be deemed to have satisfied himself, as to all considerations and circumstances affecting the e-Tender price, as to the possibility of executing the works as shown and described in the contract and to have fixed his prices according to his own view on these matters and to have understood that no additional allowances except as otherwise expressly provided, will afterwards be made beyond the contract price. The Contractor shall be responsible for any misunderstanding or incorrect information, however, obtained.

GC-07 ERRORS IN SUBMISSIONS:

The Contractor shall be responsible for any errors or omissions in the particulars supplied by him, whether such particulars have been approved by the Engineer-in-charge or not.

GC-08 SUFFICIENCY OF e-Tender:

The Contractor shall be deemed to have satisfied himself before e-Tendering as to the correctness of the e-Tender rates which rates shall, except as otherwise provides for, cover all the Contractor's liabilities and obligations set forth or implied in the contract for the proper execution of the work for compliance with requirements of Article GC-19 thereof.

GC-09**DISCREPANCIES:**

The drawings and specifications are to be considered as mutually explanatory of each other, detailed drawings being followed in preference to small-scaled drawings and figured dimensions in preference to scale and special conditions in preference to General Conditions. The special directions or dimensions given in the specifications shall supersede all else. Should any discrepancies however, appear or should any misunderstanding arise as to the meaning and intent of the said specifications or drawings, or as to the dimensions or the quality of the materials or the due and proper execution of the works, or as to the measurement or quality and valuation of the work executed under this contract or as extra thereupon, the same shall be explained by the Engineer-in-charge and his explanation shall be subject to the final decision of the Municipal Corporation in case reference be made to it, be binding upon the Contractor and the Contractor shall execute the work according to such explanation and without addition or to deduction from the contract price and shall also do all such works and things necessary for the proper completion of the works as implied by the drawings and specifications, even though such works and things are not specially shown and described in the said specifications. In cases where no particular specifications are given for any article to be used under the contract, the relevant specifications of the Bureau of Indian Standard Institutions shall apply.

GC-10 PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

As a contract security the Tenderer to whom the award is made shall furnish a performance guarantee (Security deposit) for the amount of **5%** of the contract price to guarantee the faithful performance, completion and maintenance of the works of the contract in accordance with all conditions and terms specified herein and to the satisfaction of the Engineer-in-charge, and ensuring the discharge of all obligations arising from the execution of contract in the forms mentioned below:

- a. By a Demand Draft on the Rajkot Branch of any Nationalized Bank or Scheduled Bank except co-operative bank.
- b. A fixed deposit receipt of any Nationalized Bank or Schedule Bank except Co-operative Bank duly endorsed in favour of the **Rajkot Municipal Corporation, Rajkot.**
- c. A Bank Guarantee of any Nationalized Bank or Schedule Bank except Co-operative Bank duly endorsed in favour of the **Rajkot Municipal Corporation, Rajkot.**

PERFORMANCE GUARANTEE (SECURITY DEPOSIT) shall be submitted componentwise

On Amount of Component	Duration of PERFORMANCE GUARANTEE (SECURITY DEPOSIT)
For Pumping Machinery with allied accessories SITC (Mechanical Work)	3 (Three) Years from the date of Agreement

The performance guarantee shall be delivered to the Corporation within seven (7) days of the notice of award and at least three (3) days before the contract agreement is signed unless otherwise specified by the Engineer-in-charge. On due performance and completion of the contract in all respects, the performance guarantee will be returned to the contractor without any interest after the defect liability period of concern component is over.

2. If the Contractor, sub-Contractor or their employee shall break, deface or destroy any property belonging to the owner or other agency during the execution of the contract, the same shall be made good by the Contractor at his own expense and in default thereof, the Engineer-in-charge, may cause the same to be made good by other agencies and recover expense from the Contractor (for which the certificate of the Engineer-in-charge, shall be final). These expenses can be recovered from the security deposit if recovery from other sources is not possible. The amount as reduced in security deposit will be made good by deduction from the next R.A. Bill of the Contractor.

GC-11 INSPECTION OF WORK:

1. The Engineer-in-charge, shall have full power and authority to inspect the work at any time wherever in progress either on the site or at the Contractor's or any other manufacturer's workshop or factories wherever situated and the Contractor shall afford to Engineer-in-charge, every facility and assistance to carry out such inspection. Contractor or his authorized representatives shall, at all times during the usual working hours and all times when so notified, remain present to receive orders and instructions.

Orders given to Contractor's representatives shall be considered to have the same force as if they had been given to the Contractor himself. Contractor shall give not less than ten (10) days notice in writing to the Engineer-in-charge, before recovering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of the above, the same shall be uncovered at Contractor's expenses for carrying out such inspection or measurement.

2. The material shall be dispatched from Contractor's store on site of work after obtaining approval in writing of the Engineer-in-charge. Contractor shall provide at all times during the progress of work and maintenance period of proper means of access with ladders, gangways, etc. and make necessary arrangements as directed for inspection or measurement of work by Engineer-in-charge.

GC-12 DEFECT LIABILITY:

1. Contractor shall guarantee the work for a period for Defects

For Pumping Machinery with allied accessories SITC (Mechanical Work)	2 (Two) Years after Commissioning of Pumping machinery

Defect Liability Period for all the three components will considered from the date of satisfactory commissioning of pumping machinery and rising main pipeline.

Any damage or defect that may arise or that may remain undiscovered at the time of issue of Completion Certificate connected in any way with the equipment or material supplied by him or in the workmanship shall be rectified or replaced by Contractor at his own expense as desired by Engineer-in-charge, or in default Engineer-in-charge, may cause the same to be made good by other agency and deduct expenses of which the certificate of Engineer-in-charge, shall be final from any sum that may then or any time thereafter become due to Contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

2. From the commencement to completion of work Contractor shall take full responsibility for the care of the work including all temporary works and in case any damages, occur from any cause whatsoever he shall at his own cost, repair and make good the same so that on completion, work shall be in good order and in conformity, in every respect, with the requirements of contract and as per the instructions of the Engineer-in-charge.
3. If at any time before the work is taken over, the Engineer-in-charge-
 - a) Decide that any work done or materials used by the Contractor are defective or not in accordance with the contract or that work or any portion thereof is defective or does not fulfill the requirements of contract (all such materials being hereinafter called defects in this clause) he shall, as soon as reasonably practicable, give notice to Contractor in writing of the said defects specifying particulars of the same then Contractor shall at his own expense and with all speed make good the defects so specified.
 - b) In case Contractor fails to do so, owner may take, at the cost of the Contractor, such steps as may in all circumstances be responsible to make good such defects. The expenditure so incurred by owner will be recovered from the amount due to Contractor. The decision of Engineer-in-charge, with regard to the amount to be recovered from Contractor will be final and binding on the Contractor.

GC-13 POWER OF ENGINEER-IN-CHARGE, TO GIVE FURTHER INSTRUCTIONS:

The Engineer-in-charge shall have the power and authority from time to time and at all times to give further instructions and directions as may appear to him necessary or proper for the guidance of the Contractor and the works and efficient execution of the works according to the terms of the specifications, and the Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectively as though the same had accompanied or had been mentioned or referred to in the specifications. No work which radically changes the original nature of the contract shall be ordered by the Engineer-in-charge and in the event of any deviation being ordered, which in the opinion of the Contractor changes the original nature of the contract, he shall nevertheless carry it out and any disagreement as to the nature of the work and the rate to be paid to the Contractor shall be resolved.

The time of completion of work shall, in the event of any deviations being ordered resulting in additional cost or reduction in cost over the contract sum, be extended or reduced reasonably by the Engineer-in-charge. The Engineer-in-charge's decision in the cases shall be final and binding.

GC-14

PROGRAMME:

The time allowed for execution of work shall be the essence of the contract. The contract period shall commence from the date of notice of intimation to proceed. The Tenderer at the time of submitting his programme of execution of work shall indicate in the construction schedule his programme of execution of work commencement with the total times specified. The Contractor shall provide the Engineer-in-charge, a detailed programme of time schedule for execution of the works in accordance with the specifications and the completion date. The entire programme to be finalized by the Contractor, has to conform to the execution period mentioned along with the Bill of Quantities in the Tender documents. The Engineer-in-charge, upon scrutiny of such submitted programme by Contractor, shall examine its suitability of fit to the requirement of contract and suggest modifications, if found necessary.

GC-15

SUB-LETTING OF WORK:

No part of the contract nor any share of interest thereon shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, firm or Corporation whose ever except as provided for in the succeeding sub-clause, without the consent in writing of the owner.

GC-16

SUB-CONTRACTS FOR TEMPORARY WORKS ETC.

The owner may give written consent to sub-Contractors for execution of any part of the works at the site, being entered upon the Contractor provided each individual contract is submitted to the Engineer-in-charge, before being entered into and is approved by him. List of sub-Contractors to be supplied.

Notwithstanding any subletting with such approval as aforesaid and notwithstanding the Engineer-in-charge, shall have received of any sub-Contractors, the Contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of contract in all respects as if such subletting or subcontracting had not taken place and as if such work had been done directly by the Contractor.

GC-17

TIME FOR COMPLETION:

1. The work covered under this contract shall be commenced from the date the Contractor is served with a notice to proceed with the work and shall be completed before the date as mentioned in the time schedule of work. The time is the essence of the contract and unless the same is extended as mentioned in Clause GC-18 "Extension of Time", the Contractor shall pay liquidated damages for the delay.

2. The general time schedule for construction is given in the Tender document. Contractor shall prepare a detailed weekly or monthly construction programme in consultation with the Engineer-in-charge soon after the agreement and the work shall be strictly executed accordingly.

The time for construction includes, the time required for testing, rectifications, if any, retesting and completion of the work in all respects to the entire satisfaction of the Engineer-in-charge except the time consumed for process of scrutiny of Drawing-Design and for items which are not coming in the way to commission the project..

- GC-18 EXTENSION OF TIME:**
 Time shall be considered as the essence of the contract. If, however, the failure of the Contractor to complete the work as per the stipulated dates referred to above arises from delays on the part of Corporation in supplying the materials or equipment, it has undertaken to supply under the contract or from delays on the quantity of work to be done under the contract, or force majeure an appropriate extension of time will be given by the Corporation. The Contractor shall request for such extension within one month of the cause of such delay with undertaking that he will not claim in terms of law and will not claim for price escalation and in any case before expiry of the contract period. If time limit is extended no price escalation will be paid and no relief in other tender clause will be given i.e. agency has to work as per rate and terms conditions sanctioned originally. No financial claim will be entertained in this regard. No disputes shall be arisen by contractor in this regard. The Contractor shall submit the undertaking in this regard.
- GC-19 CONTRACT AGREEMENT:**
 The successful Tenderer shall enter into and execute the contract agreement within 10 (ten) days of the notice of award, in the form shown in Tender documents with such modifications as may be necessary in the opinion of the Corporation. It shall be incumbent on the Contractor to pay the stamp duty and the legal charges for the preparation of the contract agreement.
- GC-20 LIQUIDATED DAMAGES:**
 If the Contractor fails to complete the work or designated part thereof within the stipulated completion date for the work or for the part, he shall pay liquidated damages at 0.1 (zero point one) percent of contract value for per day of delays subject to maximum of 10% of the contract value or as decided by Municipal Commissioner.
- The Contractor shall complete one-sixth quantum of work within one fourth period, four-tenth quantum of work within one-half period and eight-tenth quantum of work within three-fourth period, failing which, the Contractor shall be liable to pay liquidated damages an amount as specified above, or as decided by Municipal Commissioner.
- The amount of liquidated damages shall, however, be subjected to a maximum of 10 percent of the contract value.
- GC-21 FORFEITURE OF SECURITY DEPOSIT:**
 Whenever any claim against the Contractor for the payment of a sum of money out of or under the contract arises, the Corporation shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor. In case the security deposit is insufficient, the balance recoverable shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. The Contractor shall pay to the owner on demand any balance remaining due.
- GC-22 ACTION ON FORFEITURE OF SECURITY DEPOSIT:**
 In any case in which under any Clause or Clauses of the contract, the Contractor shall committed a breach of any of the terms contained in this contract, the owner shall have power to adopt any of the following courses as he may deem best suited to his interest.

a) To rescind the contract (of which recession notice in writing to the

Contractor under the hand of the owners shall be conclusive evidence) in which case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the owner.

- b) To employ labour and to supply materials to carry out the balance work debiting Contractor with the cost of labour employed and the cost of materials supplied for which a certificate of the Engineer-in-charge shall be final and conclusive against the Contractor and 10% of costs on a pro rata basis over all departmental charges and crediting him with the value of work done at the same rates as if it has been carried out by the Contractor under the terms of his contract. The certificate of Engineer-in-charge as to the value of the work done shall be final and conclusive against the Contractor.
- c) To measure up the work of the Contractor and to take such part thereof as shall be unexecuted out of his hand and give it to another Contractor to complete, the same. In this case the excess expenditure incurred than what would have been paid to the original Contractor, if the whole work had been executed by him, shall be borne and paid by the original Contractor and shall be deducted from any money due to him by the owner under the contract or otherwise and for the excess expenditure, the certificate of the Engineer-in-charge shall be final and conclusive.

In the event any of the above courses being adopted by the owner, the Contractor shall have no claims for compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreement or made any advance on account for with a view to the execution of the work or the performance of the contract. In purchase the Contractor shall not be entitled to recover or be paid any sum for any work actually performed under this contract unless the Engineer-in-charge will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

In the event of the owner putting in force the powers as stated in a, b, c, above vested in him under the proceeding clause, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the works or the site thereof belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rate to be certified by the Engineer-in-charge. The Engineer-in-charge may give notice in writing to the Contractor or his representative requiring him to remove such tools, plant, materials or stores from the premises within the time specified in the notice and in the event of the Contractor failing to comply with any such notice, the Engineer-in-charge may remove them at the Contractor's expenses or sell them by auction or private sale on account of the Contractor and his risks in all respects without any further notice as to the date, time or place of the sale and the certificate of Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and the expenses of any such sale shall be final and conclusive against the Contractor.

GC-23

COMPENSATION FOR ALTERATION IN OR RESTRICTION IN WORK:

If at any time from the commencement of the work, the owners shall for any reasons whatsoever not require the whole work or part thereof as specified in the Tenders to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or

advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of full amount of the work not having been carried out. He also shall not have any claim for compensation by reason of any alterations having been made in original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

When the Contractor is a partnership firm, the prior approval in writing of the owners shall be obtained before any change is made in the Constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family or business concern, such approval as aforesaid shall, likewise be obtained before Contractor enters into an agreement with other parties whereunder, the constituted firm would have the right to carry out the work hereby undertaken by the Contractor. In either case, if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of subletting clause hereof and the same action may be taken and the same consequences shall ensue as provided in the subletting clause.

GC-24 IN THE EVENT OF DEATH OF THE CONTRACTOR:

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies, the owners shall have the option of terminating the contract without compensation to the Contractor.

GC-25 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE:

No official or employee of the owner shall in any way be personally bound or liable for the acts or obligation of the owner under the contract, or answerable for any default or omission in the observance or performance of any acts, matters or things, which are herein, contained.

GC-26 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS:

The Contractor shall not be entitled to any increase on the schedule of rates or any other rights or claims whatsoever by reason of representation, promise or guarantee given or alleged to have been given to him by any person.

GC-27 CONTRACTOR'S OFFICE AT SITE:

The Contractor shall provide and maintain an office at the site for the accommodation of his agent and staff and such offices shall remain open at all reasonable hours to receive information, notices or other communications.

GC-28 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:

The Contractor on award of the work shall name and depute a qualified Engineer having experience of carrying out work of similar nature, whom equipments, materials, if any, shall be issued and instructions for work given. The Contractor shall also provide to the satisfaction of Engineer-in-charge sufficient and qualified staff, competent sub-agents, foreman and loading hands including those specially qualified by previous experience to supervise the type of work comprised in the contract in such manner as will ensure work of the best quality and expeditious working. If, in the opinion of the Engineer-in-charge additional properly qualified supervision staff is considered necessary, it shall be employed by the Contractor, without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-charge that sub-Contractors, if any, shall provide competent and efficient supervision over the work entrusted to them.

2. If and whenever any of the Contractor's or sub-Contractor's agents, sub-agents, assistants, foreman 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.

3. 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 employee's 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.
4. If and when required by the owner, the Contractor's personnel entering upon the owner's premises shall be properly identified by badges of a type acceptable to the owner which must be worn at all times on owner's premises.

GC-29 TERMINATION OF SUB-CONTRACT BY OWNER:

If any sub-Contractor engaged upon the works at the site execute any work which in the opinion of Engineer-in-charge is not in accordance with the contract documents, the owner may by written notice to the Contractor request him to terminate such sub-contract and the Contractor upon the receipt of such notice shall terminate such sub-contracts and the latter shall forthwith leave the works, failing which, the owner shall have the right to remove such sub-Contractors from the site.

No action taken by the owner under the above clauses shall relieve the Contractor of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise.

GC-30 POWER OF ENTRY:

If the Contractor shall not commence the work in the manner previously described in the contract documents or if he shall at any time, in the opinion of Engineer-in-charge.

- i) Fail to carry out works in conformity with the contract documents, or
- ii) Fail to carry out the works in accordance with the time schedule, or
- iii) Substantially suspend work or the works for a period of seven days without authority from Engineer-in-charge, or
- iv) Fail to carry out and execute the work to the satisfaction of the Engineer-in-charge, or
- v) Fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- vi) Commit breach of any other provision of the contract on his part to be performed or observed or persists in any of the above mentioned breaches

of the contract for seven days after notice in writing shall have been given to the Contractor by the Engineer-in-charge requiring such breach to be remedied, or

- vii) Abandon the work, or
- viii) During the continuance of the contract becomes bankrupt, make any arrangement or compromise with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case.

The owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant and stores therein and to revoke the Contractor's license to use the same and to complete the works by his agents, other Contractor or workmen, to relate the same upon any term to such other person firm or Corporation as the owner in his absolute discretion may think proper to employ, and for the purpose aforesaid to use or authorize the use of any materials, temporary works, constructional plant, and stores as aforesaid with making payments or allowance to the Contractor for the said materials other than such as may be certified in writing by the Engineer-in-charge to be reasonable and without making any payment or allowance to the Contractor for the use of said temporary works, constructional plant and stock or being liable for loss or damage thereto. If the owner shall be reasonable in his taking possession of the works or of the work being got completed by other Contractor incurred excess expenditure be deducted from any money which may be due for the work done by the Contractor under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the owner by the Contractor and the owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plant, material etc., consist constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

GC-31

CONTRACTOR'S RESPONSIBILITY WITH THE OTHER CONTRACTOR AND AGENCIES:

Without repugnance to any other conditions, it shall be the responsibility of the Contractor executing the work, to work in close co-operation and co-ordination with other Contractors or their authorized representatives and the Contractor will put a joint scheme with the concurrence of other Contractors or their authorized representatives showing the arrangements

for carrying his portion of the work to the Engineer-in-charge and get the approval. The Engineer-in-charge before approving the joint scheme will call the parties concerned and modify the scheme if required. No claim will be entertained on account of the above. The Contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or bylaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to works or any temporary works. The Contractor shall keep the owner indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes, ordinance, laws, rules, regulations etc.

GC-32

OTHER AGENCIES AT SITE:

The Contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works, such as site grading, filling and leveling, electrical and mechanical engineering works etc. No claim shall be entertained for works being executed in the above circumstances.

- GC-33 NOTICES:**
Any notice under this contract may be served on the Contractor or his duly authorized representative at the job site or may be served by Registered Post direct to the official address of the Contractor. Proof of issue of any such notice could be conclusive of the Contractor having been duly informed of all contents therein.
- GC-34 RIGHTS OF VARIOUS INTERESTS:**
The owner reserves the right to distribute the work between more than one Contractor. Contractor shall co-operate and afford reasonable opportunity to other Contractors for access to the works, for the carriage and storage of materials and execution of their works. Whenever the work being done by department of the owner or by other Contractor employed by the owner is contingent upon work covered by this contract, the respective rights of the various interest shall be determined by the Engineer-in-charge to secure the completion of various portions of the working in general harmony.
- GC-35 PRICE ADJUSTMENTS:**
No adjustment in prices shall be allowed and no price escalation will be allowed.
- GC-36 TERMS OF PAYMENT:**
The payment of bills shall be made progressively according to the rules and practices followed by the Corporation. The progressive payment unless otherwise provided in the contract agreement or subsequently agreed to by the parties shall be made generally monthly on submission of a bill by the Contractor in prescribed form of an amount according to the value of the work performed less the price of materials supplied by owner, aggregate of previous progressive payments and as required by Clause GC-37 (Retention of Money) herein. All such progressive payments shall be regarded as payments by way of advance against final payment. Payment for the work done by the Contractor will be based on the measurement at various stages of the work, in accordance with the condition at clause GC-81 (measurement of work in progress).
- GC-37 RETENTION MONEY:**
Pursuant to Clause-36 (Term of Payment) on amount due to the contractor for work done, the Corporation will retain five (5) Percent of the gross R.A. Bill amount as mentioned in clause GC-82 (Running Account Payment) and same will be paid with the final bill. The same will be kept as deposit for material and released individually with final bill.
- GC-38 PAYMENTS DUE FROM THE CONTRACTOR:**
All costs, damages or expenses, for which under the contract, Contractor is liable to the Corporation, may be deducted by the Corporation from any money due or becoming due to the Contractor under the contract or from any other contract with the Corporation or may be recovered by action at law or otherwise from the Contractor.
- GC-39 CONTINGENT FEE:**
i) The Contractor warrants that he has not employed a person to solicit or secure the contract upon any agreement for a commission, percentage, and brokerage contingent fee. Breach of this warranty shall give the Corporation the right to cancel the contract or to take any drastic measure as the Corporation may deem fit. The warranty does not apply to commission payable by the Contractor to establish commercial or selling agent for the purpose of securing business.

- ii) No officer, Owner or agent of the Corporation shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

GC-40

BREACH OF CONTRACT BY CONTRACTOR:

If the Contractor fails to perform the work under the contract with due diligence or shall refuse or neglect to comply with instructions given to him in writing by the Engineer-in-charge in accordance with the contract, or shall contravene the provisions of the contract, the Corporation may give notice in writing to the Contractor to make good such failure, neglect, or contravention. Should the Contractor fail to comply with such written notice within 14 (fourteen) days of receipt, it shall be lawful for the Corporation, without prejudice to any other rights the Corporation may have under the contract, to terminate the contract for all or part of the works, and make any other arrangements it shall deem necessary to complete the work outstanding under the contract at the time of termination /Black List/Debar the agency for the period of three years from the works of RMC. In this event, the performance Bond shall immediately become due and payable to the Corporation. The value of the work done on the date of termination and not paid for shall be kept as deposit for adjustment of excess expenditure incurred in getting the remaining work completed and the Corporation shall have free use of any works which the Contractor may have at the site at the time of termination of the contract.

If Contractor fails to carry out the work in timely manner as mentioned in GC-20, Rajkot Municipal Corporation may give notice in writing to the Contractor to expedite the progress of work, so that the work can be completed as per time schedule. If Contractor fails to expedite the progress of work within 14 days, Rajkot Municipal Corporation may terminate the contract and put the Contractor in Black List for three years and the remaining work will be executed through other agency at the risk and cost of the Contractor.

GC-41

DEFAULT OF CONTRACTOR:

- i) The Corporation may upon written notice of default to the Contractor terminate the contract circumstances detailed as under:
- a) If in the opinion of the Corporation, the Contractor fails to make completion of works within the time specified in the completion schedule or within the period for which extension has been granted by the Corporation to the Contractor.
 - b) If in the opinion of the Corporation, the Contractor fails to comply with any of the other provisions of this contract.
- ii) In the event, the Corporation terminates the contract in whole or in part as provided in Article GC-50 (Termination of the Contract) the Corporation reserves the right to purchase upon such terms and in such manner as it may be deemed appropriate, plants similar to one which is not supplied by the Contractor and the Contractor will be liable to the Corporation for any additional costs for such similar plant and/or for liquidated damages for delay until such time as may be required for the final completion of works.
- iii) If this contract is terminated as provided in this paragraph GC-30 (Power of Entry), the Corporation in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Corporation.
- a) Any completed works
 - b) Such partially completed information and contract rights as the

- Contractor has specifically produced or acquired for the performance of the contract so terminated.
- iv) In the event, the Corporation does not terminate the contract as provided in the paragraph GC-50 (Termination of Contract) the Contractor shall continue performance of the contract, in which case, he shall be liable to the Corporation for liquidated damages for delay until the works are completed and accepted.

GC-42 BANKRUPTCY:

If the Contractor shall become bankrupt or insolvent or has a receiving order made against him, or compound with his creditors, or being the Corporation commence to be wound up not being a member voluntary winding up for the purpose of an amalgamation or reconstruction, or carry on its business under a receiver for the benefit of his creditors or any of them, the Corporation shall be at liberty to either (a) terminate the contract forthwith by giving notice in writing to the Contractor or to the receiver or liquidator or to any person or Organization in whom the contract may become vested and to act in the manner provided in Article GC-41 (Default of Contractor) as though the last mentioned notice had been then notified or (b) to give such receiver, liquidator or other persons in whom the contract may become vested the option of carrying out the contract subject to his providing a satisfactory guarantee for the due and faithful performance of the contract up to an amount to be agreed. In the event that the Corporation terminates the contract in accordance with this article, the performance bond shall immediately become due and payable on demand to Corporation.

GC-43 OWNERSHIP:

Work shall be handed over pursuant to the contract shall become the property of the Corporation from whichever is the earlier of the following times, namely;

- a) When the works are completed pursuant to the contract.
- b) When the Contractor has been paid any sum to which he may become entitled in respect thereof pursuant to Clause GC-36 (Terms of Payment).

GC-44 DECLARATION AGAINST WAIVER:

The condemnation by the Corporation of any breach or breaches by the Contractor or an authorized sub-Contractor of any of the stipulations and conditions contained in the contract, shall in no way prejudice or affect or be construed as a waiver of the Corporation's rights, powers and remedies under the contract in respect of any breach or breaches.

GC-45 LAW GOVERNING THE CONTRACT:

This contract shall be construed according to and subject to the law of India and the State of Gujarat and under the jurisdiction of the Court of Gujarat at Rajkot city only.

GC-46 OVERPAYMENT AND UNDERPAYMENT:

Whenever any claim for the payment of a sum to the Corporation arises out of or under this contract against the Contractor, the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Corporation (which may be available with the Corporation), or from his retention money or he shall pay the claim on demand. The Corporation reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. The Corporation further reserves the right to enforce recovery of any payment when detected, notwithstanding

the fact that the amount of the final bill may be included by one of the parties as an item of dispute shall be resolved as per GC-49 (Interpretation Related To Tender Conditions or Contract Agreement) of this contract and notwithstanding the fact that the amount of the final bill figures as resolved through GC-49. If as a result of such audit and technical examinations any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by the Corporation from the Contractor as prescribed above. If any underpayment is discovered by the Corporation, the amount due to the Contractor under this contract, may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor.

GC-47 SETTLEMENT OF DISPUTES:

Except as otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Engineer-In-Charge subject to a written appeal by the Contractor to the Engineer-In-Charge and those decisions shall be final and binding on the parties hereto. Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled as provided in Article GC-48 (Disputes or differences to be referred to) and Article No. GC-49 (Interpretation Related To Tender Conditions or Contract Agreement).

GC-48 DISPUTES OF DIFFERENCE TO BE REFERRED TO:

If at any time, any question, disputes or differences of any kind whatsoever shall arise between the Engineer-In-Charge and the contractor upon or in relation to or in connection with this contract either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference as to any decision, opinion, instruction, direction, certificate or evaluation of the Engineer-In-Charge. The question, dispute or differences shall be settled by the Municipal Commissioner, Rajkot Municipal Corporation, who shall state his decision in writing and give notice of same to the Engineer-In-Charge and to the Contractor. Such decisions shall be final and binding upon both parties.

GC-49

INTERPRETATION RELATED TO TENDER CONDITIONS OR CONTRACT AGREEMENT:

For any interpretation related to tender conditions or contract agreement conditions, the decision of Municipal Commissioner, Rajkot Municipal Corporation shall be considered as final and binding and in the event of any dispute arising pertaining to tender conditions or contract agreement conditions the jurisdiction shall be Rajkot Civil Court/Commercial Court of Rajkot City.

GC-50 TERMINATION OF THE CONTRACT:

- i) If the Contractor finds it impracticable to continue operation owing to force majeure reasons or for any reasons beyond his control and/or the Corporation find it impossible to continue operation, then prompt notification in writing shall be given by the party affected to the other.
- ii) If the delay or difficulties so caused cannot be expected to cease or become unavoidable or if operations cannot be resumed within two (2) months then either party shall have the right to terminate the contract upon 10 (ten) days written notice to the other. In the event of such termination of the contract, payment to the Contractor will be made as

follows:

- a) The Contractor shall be paid for all works approved by the Engineer-in-charge and for any other legitimate expenses due to him.
 - b) If the Corporation terminates the contract owing to Force Majeure or due to any cause beyond its control, the Contractor shall additionally be paid for any work done during the said two (2) months period including any financial commitment made for the proper performance of the contract and which are not reasonably defrayed by payments under (a) above.
 - c) The Corporation shall also release all bonds and guarantees at its disposal except in cases where the total amount of payment made to the Contractor exceeds the final amount due to him in which case the Contractor shall refund the excess amount within thirty (30) days after the termination and the Corporation thereafter shall release all bonds and guarantees. Should the Contractor fail to refund the amounts received in excess within the said periods such amounts shall be deducted from the bonds or guarantees provided.
- iii) On termination of the contract for any cause the Contractor shall see the orderly suspension and termination of operations, with due consideration to the interests of the Corporation with respect to completion safeguarding of storing materials procured for the performance of the contract and the salvage and resale thereof.

GC-51

SPECIAL RISKS:

If during the contract, there shall be an outbreak of war (whether war is declared or not), major epidemic, earthquake or similar occurrence in any part of the world beyond the control of either party to the contract which financially or otherwise materially affects the execution of the contract, the Contractor shall unless and until, the contract is terminated under the provision of this article use his best endeavor to complete the execution of the contract, provided always that the Corporation shall be entitled at any time after the onset of such special risks, to terminate the contract by giving written notice to the Contractor and upon such notice being given this contract shall terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

The Contractor shall not be liable for payment of compensation for delay or for failure to perform the contract for reasons of Force Majeure such as acts of public enemy, acts of Government, fires, floods, cyclones, epidemics, quarantine restrictions, lockouts, strikes, freight embargoes and provided that the Contractor shall within 10 (ten) days from the beginning of such delay notify the Engineer-in-charge in writing, of the cause of delay, the Corporation shall verify the facts and grant such extension as the facts justify.

GC-52

CHANGE IN CONSTITUTION:

Where the Contractor is a partnership firm, the prior approval in writing of the owners shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or undivided family business concerns such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of contract.

GC-53**SUB-CONTRACTUAL RELATIONS:**

All work performed for the contract by a sub-Contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-Contractor, which shall contain provision to:

- a) Protect and preserve the rights of the Corporation and the Engineer-in-charge with respect to the work to be performed under the sub-contracting party will not prejudice such rights.
- b) Require that such work be performed in accordance with the requirements of contract documents.
- c) Require under such contract to which the Contractor is a party, the submission to the Contractor of application for payment and claims for additional costs, extension of time, damages for delay or otherwise with respect to the sub-contracted portions of the work in sufficient time, that the Contractor may apply for payment comply in accordance with the contract documents for like claims by the Contractor upon the Corporation.
- d) Waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance except such rights as they may have to the proceeds of such insurance held by the Corporation as trustee and,
- e) Obligate each sub-Contractor specifically to consent to the provisions of this Article.

GC-54**PATENTS AND ROYALTIES:**

1. Contractor, if licensed under any patent covering equipment, machinery, materials or composition of matter to be used or supplied or methods and processes to be practiced or employed in the performance of this contract agree to pay all royalties and license fees, which may be due with respect thereto. If any equipment, machinery, materials, composition matters, to be used or supplied or methods practiced or employed in the performance of this contract, is covered by a patent under which Contractor is not licensed, then the Contractor before supplying/using the equipment, machinery, materials, compositions, methods of process shall obtain such license and pay such royalties and license fees as may be necessary for performance of this contract. In the event Contractor fails to pay such royalty or to obtain any such license, any suit for infringement of such patents which is brought against the Contractor or the owner as a result of such failure will be defended by the Contractor at his own expenses and the Contractor will pay any damages and costs awarded in such suit. The Contractor shall promptly notify the owner if the Contractor has acquired knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the owner of any equipment machinery, materials, and process method to be supplied in hereunder. Contractor agree to and does hereby grant to owner together with the right to extend the same to any of the subsidiaries of the owner an irrevocable royalty fee license to use in any Country, any invention made by the Contractor or his employees in or as a result of the performance of work under contract.
2. With respect to any sub-contract entered into by Contractor pursuant to the provisions of the relevant clause hereof, the Contractor shall obtain from the sub-Contractor an understanding to provide the owner with the same patent protection that contract is required to provide under the provisions of the clause.
3. The Contractor shall indemnify and save harmless the owner from any loss

on account of claims against owner for the contributory infringement of patent rights arising out of and based upon the claim that the use by the Corporation of the process included in the design prepared by the Contractor and used in the operation of the plant infringes on any patent rights.

GC-55 LIEN:

If, at any time, there should be evidence of any lien or claim for which owner might have become liable and which is chargeable to the Contractor, the owners shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the owner against such lien or claim or if such lien or claim be valid the owner may pay and discharge the same and deduct the amount as paid from any money which may be due or become due and payable to the Contractor. If any lien or claims remaining unsettled after all payments are made, the Contractor shall refund or pay to the owner all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

GC-56 EXECUTION OF WORK:

The whole work shall be carried out in strict conformity with the provisions of the contract document, detailed drawings, specifications and the instructions of the Engineer-in-charge from time to time. The Contractor shall ensure that the whole work is executed in the most substantial, and proper manner with best workmanship using materials of best quality in strict accordance with the specifications to the entire satisfaction of the Engineer-in-charge.

GC-57 WORK IN MONSOON:

When the work continues in monsoon if required, the Contractor shall maintain minimum labour force required for the work and plan and execute the construction and erection work according to the prescribed schedule. No extra rate will be considered for such work in monsoon. During monsoon and entire construction period, the Contractor shall keep the site free from water at his own cost. However, actual monsoon period or minimum 3 months will be considered as non-working period and that shall be excluded in time limit. Actual dates will be notified if found necessary.

GC-58 WORK ON SUNDAYS AND HOLIDAYS:

No work except curings shall be carried out on Sunday and holidays. However, if the exigencies of the work need continuation of work on Sundays and Holidays, written permission of the Engineer-in-charge shall be obtained in advance.

GC-59 GENERAL CONDITIONS FOR CONSTRUCTION WORK:

Working hours shall be eight every day. The overtime work in two shifts could be carried out with the written permission of the Engineer-in-charge but no compensation shall be paid for the same. The rate quoted shall include this. The Contractor shall plan his work in such a way that his labourers do not remain idle. The owner will not be responsible for idle labour of the Contractor. The Contractor shall submit to the owner progress report every week. The details and Performance of the report will be as per mutual agreement.

GC-60 DRAWINGS TO BE SUPPLIED BY THE OWNER:

The drawings attached with the Tender documents shall be for general guidance of the Contractor to enable him to visualize the type of work contemplated and scope of work involved. Detail working drawings

according to which the work is to be done shall be prepared by the Contractor for executing the work.

GC-61

DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:

Where drawings, data are to be furnished by the Contractor they shall be as enumerated in special conditions of contract and shall be furnished within the specified time. Where approval of drawings has been specified it shall be Contractor's responsibility to have these drawings got approved before any work is taken up with regard to the same. Any changes becoming necessary in those drawings during the execution of the work shall have to be carried out by the Contractor at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the Contractor and Engineer-in-charge.

Certified true for

.....
Project Agreement No.
Signed.....

Contractor

Engineer-in-charge.

Drawings will be approved within three (3) weeks of the receipt of the same by the Engineer-in-charge.

GC-62

SETTING OUT WORK:

The Contractor shall set out the work on the site handed over by the Engineer-in-charge and shall be responsible for the correctness of the same. The work shall be carried out to the entire satisfaction of Engineer-in-charge. The approval thereof for partaking by Engineer-in-charge or setting out work shall not relieve Contractor of any of his responsibilities. The Contractor shall provide at his own cost all necessary level posts, pegs, bamboos, flags, ranging rods, strings and other materials and labourers required for proper setting out of the work. The Contractor shall provide fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and similar other things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequences for such removal or disturbance. The Contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, and distance marks and centerline marks either existing or face lines and cross lines shall be marked by small masonry pillars. Each pillar shall have distance mark at the center for setting up the theodolite. The work shall not be started unless the setting out is checked and approved by Engineer-in-charge in writing but such approval shall not relieve the Contractor of his responsibilities about the correctness of setting out. The Contractor shall provide all materials, labour and other facilities necessary for checking at his own cost. Pillars bearing geodetic marks on site shall be protected by the Contractor. On completion of the work, the Contractor shall submit the geodetic documents according to which the work has been carried out.

GC-63

RESPONSIBILITIES OF CONTRACTOR FOR CORRECTNESS OF THE WORK:

The Contractor shall be entirely and exclusively responsible for the correctness of every part of the work and shall rectify completely any errors therein at his own cost when so instructed by Engineer-in-charge. If any error has crept in the work due to non-observance of this clause,

the Contractor will be responsible for the error and bear the cost of corrective work.

Materials to be supplied by the Contractor:

1. Contractor shall procure and provide all the material required for the execution and maintenance of work including M S rods; all tools, tackles, construction plant and equipment except, the material to be supplied by the owner detailed in the contract documents. Owners shall make recommendations for procurement of material to the respective authorities if desired by the Contractor but assume no responsibility of any nature. Owners shall insist for procurement of materials with ISI mark supplied by reputed firms of the DGS & D list.
2. If however, the Engineer-in-charge feels that the work is likely to be delayed due to Contractor's inability to procure materials, the Engineer-in-charge shall have the right to procure materials from the market and the Contractor will accept these materials at the rates decided by Engineer-in-charge.

GC-64

MATERIALS TO BE SUPPLIED BY THE OWNER:

1. If the contract provided certain materials or stores to be supplied by the owner, such materials and stores transported by the Contractor at his cost from owner's stores or Railway Station. The cost from Contractor for the value of material supplied by the owner will be recovered from the R.A. Bill on the basis of actual consumption of materials in the work covered and for which R.A. Bill has been prepared. After completion of the work, the Contractor has to account for the full quantity of materials supplied to him.
2. The value of store material supplied by owner to the Contractor shall be charged at rates shown in the contract document and in case any other material not listed in the schedule of materials is supplied by the owner, the same shall be charged at cost price including carting and other expenses incurred in procuring the same. All materials so supplied shall remain the property of the owner and shall not be removed from the site on any account. Any material remaining unused at the time of completion of work or termination of contract shall be returned to owner's store or any other place as directed by the Engineer-in-charge in perfectly good condition at Contractor's cost. When materials are supplied free of cost for use in work and surplus and unaccounted balance thereof are not returned to the owner, recovery in respect of such balance will be effected at double the applicable issue rate of the material or the market rates whichever is higher.

GC-65

CONDITIONS OF ISSUE OF MATERIALS BY THE OWNER: (N.A.)

The materials specified to be issued by the owner to the Contractor shall be issued by the owner at his store and all expenses for its carting sites shall be borne by the Contractor. It will be issued during working hours and as per rules of owner from time to time.

Contractor shall bear all expenses for storage and safe custody at site of materials issued to him before use in work.

Materials shall be issued by the owner in standard/non-standard sizes as obtained from manufacturer.

Contractor shall construct suitable godowns at site for storing the materials to protect the same from damage due to rain, dampness, fire, theft etc.

The Contractor should take the delivery of the materials issued by the owner after satisfying himself that they are in good condition. Once the materials are issued, it will be the responsibility of the Contractor to keep them in good condition and in safe custody. If the materials get damaged or if they are stolen, it shall be the responsibility of the Contractor to replace them at this cost according to the instructions of the Engineer-in-charge.

For delay in supply or for non-supply of materials to be supplied by the owner, on account of natural calamities, acts of enemies, other difficulties beyond the control of the owner, the owner carries no responsibilities. In no case the Contractor shall be entitled to claim any compensation for loss suffered by him on this account.

None of the materials issued to the Contractor, shall be used by the Contractor for manufacturing items which can be obtained from the manufacturers. The materials issued by the owners shall be used for the work only and no other purpose.

Contractor shall be required to execute indemnity bond in the prescribed form for the safe custody and account of materials issued by the owner.

Contractor shall furnish sufficiently in advance a statement of his requirements of quantities of materials to be supplied by the owner and the time when the same will be required for the work, so as to enable Engineer-in-charge to make arrangements to procure and supply the materials.

A daily account of materials issued by the owners shall be maintained by the Contractor showing receipt, consumption and balance on hand in the form laid down by Engineer-in-charge with all connected papers and shall be always available for inspection in the site office.

Contractor shall see that only the required quantities of materials are got issued and no more. The Contractor shall be responsible to return the surplus materials at owner's store at his own cost.

GC-66

MATERIALS PROCURED WITH ASSISTANCE OF THE OWNER:

Notwithstanding anything contained to the contrary in any of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of the owner either by issue from owner's stock or purchase made under orders or permits or licenses issued materials as trustees for owner, and uses such materials not disposed of without the permission of owner and unserviceable materials that may be left with him after completion of the contract or at its termination for any reason whatsoever on his being paid or credited such price as Engineer-in-charge, shall determine having due regard to the condition of the materials. The price allowed to Contractor shall not exceed the amount charged to him excluding the storage of breach of the aforesaid condition, the Contractor shall in terms of license or permits and/or for criminal breach of trust be liable to compensate owner at double the rate or any higher rates. In the event of these materials at that time having higher rate or not being available in the market than any other rate to be determined by the Engineer-in-charge his decision shall be final and conclusive.

GC-67

MATERIALS OBTAINED FROM DISMANTLING:

If the Contractor, in the course of execution of work, is called upon to

dismantle any part of work for reasons other than on account of bad or imperfect work, the materials obtained from dismantling will be property of the owner and will be disposed off as per instructions of Engineer-in-charge in the best interest of the owner.

GC-68 ARTICLE OF VALUE OF TREASURE FOUND DURING CONSTRUCTION:

All gold, silver and other minerals of any description and all precious stones, coins, treasures, relics, antiques and other similar things which shall be found in, under or upon sites shall be the property of the owner and the Contractor shall properly preserve the same to the satisfaction of the Engineer-in-charge and shall hand over the same to the owner.

GC-69 DISCREPANCIES BETWEEN INSTRUCTIONS:

If there is any discrepancy between various stipulations of the contract documents or instructions to the Contractor or his authorized representative or if any doubt arises as to the meaning of such stipulation or instructions, the Contractor shall immediately refer in writing to the Engineer-in-charge and shall hand over the same to the owner.

GC-70 ALTERATIONS IN SPECIFICATIONS & DESIGNS & EXTRA WORK:

The Architect/Engineer-in-charge shall have power to make any alterations in, omission from, addition to substitution for, the schedule of rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of work and the Contractor shall be bound to carry out such altered/extra/ new items of work in accordance with any instructions which may be given to him in writing signed by Engineer-in-charge and such alteration omissions, additions or substitutions, shall not invalidate contract and any altered, additional or substituted work shall be carried out by the Contractor on the same condition of contract. The time of completion may be extended by Architect as may be considered just and reasonable by him. The rates for such additional altered or substituted work shall be worked out as under:

- a) If the rates for additional, altered or substituted work are specified in the contract for work, the Contractor is bound to carry out such work at the same rates as specified in the contract.
- b) If the rates for additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates of similar items of work in the contract work. The opinion of Engineer-in-charge as to whether the rates can be reasonably so derived the items of contract will be final and binding to the Contractors.
- c) If the rates of altered, additional or substituted work cannot be determined as specified in (a) or (b) above, the rates shall be paid as per current S.O.R. of RMC and if the same is not available in RMC current S.O.R. then the same can be adopted from current GWSSB.
- d) If the rates of altered, additional or substituted work cannot be determined as specified in (a) or (b) or (c) above, the Contractor shall within seven days of the receipt of order to carry out the work inform the Architect / Engineer-in-charge of the rate which he intends to charge for such work supported by rate analysis and the Architect/Engineer-in-charge will determine the rate on the basis of prevailing market rates of materials,

labour cost at schedule of labour plus 15% thereon as Contractor's supervision overheads and profit. The opinion of Architect/Engineer-in-charge as to the market rates of materials and the quantity of labour involved per unit of measurement will be final and binding on Contractor.

But under no circumstances, the Contractor suspends work or the plea of non-settlement of items falling under this clause.

GC-71 ACTION WHEN NO SPECIFICATIONS ARE ISSUED:

In case of any class of work for which no specifications are supplied by the owner in the Tender documents, such work shall be carried out in accordance with relevant latest ISS and if ISS does not cover the same, the work shall be carried out as per General Technical Specification for building work; and if not covered in then it is to be with standard Engineering Practices subject to the approval of Engineer-in-charge.

GC-72 ABNORMAL RATES:

Contractor is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of contract.

GC-73 ASSISTANCE TO ENGINEER-IN-CHARGE:

Contractor shall make available to Engineer-in-charge free of cost all necessary instruments and assistance in checking of any work made by the Contractor setting out for taking measurement of work etc.

GC-74 TESTS FOR QUALITY OF WORK:

1. The Contractor shall be required to give satisfactory hydraulic test where required and shall rectify the defects, if any, free of cost. The necessary water, power, labour etc., required for the hydraulic test shall also be arranged by the Contractor at his own cost.
2. All workmanship shall be of the best kind described in the contract documents and in accordance with the instructions of Engineer-in-charge and shall be subjected from time to time to such tests at Contractor's cost as the Engineer-in-charge may direct at the place of manufacture of fabrication or on the site or at any such place. Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing of any work of workmanship as may be selected and required by Engineer-in-charge.
3. All tests necessary in connection with the execution of work as decided by Engineer-in-charge shall be carried out at an approved laboratory at Contractor's cost.
4. Contractor shall furnish the Engineer-in-charge for approval when requested or if required by the specification, adequate samples of all materials and finished goods to be used in work sufficiently in advance to permit tests and examination thereof. All materials furnished and finished goods applied in work shall be exactly as per the approved samples.

GC-75

ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP:

If it shall appear to the Engineer-in-charge that any work has been executed with materials of inferior description, or quality or are unsound or with unsound, imperfect or unskilled workmanship or otherwise not in accordance with the contract, the Contractor shall, on demand in writing from Engineer-in-charge or his authorized representatives specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work, so specified. In the event of failure to do so within a period to be specified by the Engineer-in-charge in his aforesaid demand, Contractor shall be liable to pay compensation at the rate of 0.1 (zero point one) percent of the value of work for per day of delay limited to a maximum of ten (10%) percent of the value of work while his failure to do so continues and in the case of any such failure, the Engineer-in-charge may on expiry of the notice period rectify and remove and re-execute the work or remove and replace with others at the risk and cost of the Contractor. The decision of the Engineer-in-charge as to any question arising under this clause shall be final and conclusive.

GC-76

SUSPENSION WORK:

Contractor shall, if ordered in writing by Engineer-in-charge or his representative temporarily suspended the work or any part thereof for such time (not exceeding one month) as ordered and shall not after receiving such written notice proceed with the work until he shall have received a written order to proceed therewith. The Contractor shall not be entitled to claim compensation for any loss or damages sustained by him by reason of temporary suspension of work as aforesaid. An extension of time for completion of work will be granted to the Contractor corresponding to the delay caused by such suspension of work if he applies for the same provided the suspension was not consequent upon any default or failure on the part of the Contractor.

GC-77

OWNER MAY DO PART OF THE WORK:

When the Contractor fails to comply with any instructions given in accordance with the provisions of this contract, the owner has the right to carry out such part of work as the owner may designate whether by purchasing materials and engaging labour or by the agency of another Contractor. In such case the owner shall deduct from the amount which otherwise might be due to Contractor, the cost of such work and materials with then (10) percent added to cover all departmental charges and should the total amount thereof exceed the amount due to contract, Contractor shall pay the difference to owner.

GC-78

POSSESSION PRIOR TO COMPLETION:

The Engineer-in-charge shall have the right to take possession of or use any completed or partly completed work or part of work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the contract. If such prior possession or use by Engineer-in-charge delays the process of work, equitable adjustment in the time of completion will be made and the contract shall be deemed to be modified accordingly.

GC-79**COMPLETION CERTIFICATE:**

As soon as the work has been completed in accordance with contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof) as per General Conditions of Contract the Engineer-in-charge shall issue a certificate (hereinafter called completion certificate) in which shall certify the date on which work has been completed and has passed the said tests and owners shall be deemed to have taken over work on the date so certified. If work has been divided in various groups in contract, owner shall be entitled to take over any group or groups before the other or others and thereupon the Engineer-in-charge will issue a completion certificate, which will, however, be for such group or groups so taken over.

In order that Contractor could get a completion certificate, he shall make good will all speed any defect arising from the defective material supplied by Contractor or workmanship or any act or omission of Contractor that may have been discovered or developed after the work or group of works has been taken over. The period allowed for carrying out such work will be normally, one month. If any defect be not remedied within the time specified, owner may proceed to do work at Contractor's (Agency, or Firm) risk and expenses and deduct from the final bills such amount as may be decided by owner. If by reason of any default on the part of the Contractor, a completion certificate has not been issued in respect of every portion of work within one month after the date fixed by contract for completion of work, owner shall be at liberty to use work or any portion thereof in respect of which a completion certificate has been issued, provided that work or the portion thereof is used as aforesaid shall be afforded reasonable opportunity for completion of that work or the portion thereof is used as aforesaid shall be afforded reasonable opportunity for completion of that work for the issue of completion certificate.

GC-80**SCHEDULE OF RATES:**

1. The rates quoted by the Contractor shall remain firm till the completion of the work and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and risks of every kind to be taken in executing, completing and handing over the work to owner by Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of work and materials required though contract documents may not fully and precisely furnish them. He shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the work. The opinion of Engineer-in-charge as to the item of work which are necessary and reasonable for completion of the work shall be final and binding on Contractor although the same may be not shown on drawings or described specifically in contract documents.
2. The Schedule of Rates shall be deemed to include and cover the cost of all constructional plant, temporary work, materials, labour and all other matters in connection with each item in Schedule of Rates and the execution of work or any portion thereof finished complete in every respect and maintained as shown or described in the contract document or as may be ordered in writing during the continuance of the contract.

3. The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters patent or otherwise incorporated in or used in connection with work, also all royalties, rents and other payments in connection with obtaining material of whatsoever kind for work and shall include an indemnity to owner which Contractor hereby gives against all action, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the work of any such articles, processes or materials. Other Municipal or local Board charges if levied on material, equipment or machineries to be brought to site for use on work shall be borne by the Contractor.
4. No exemption or reduction of custom duties, excise duties, sales tax, GST or any other taxes or charges of the Central or State Government or of any Local Body whatsoever will be granted or obtained and all such expenses shall be deemed to have been included in and covered by Schedule of Rates. Contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.
5. The Schedule of Rates shall be deemed to include and cover risk on account of delay and interference with Contractor's conduct of work which may occur from any cause including orders of owner in the exercise of his powers and on account of extension of time granted due to various reasons.
6. For work under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of work or any part of them being modified, altered, extended, diminished or omitted.

GC-81

PROCEDURE FOR MEASUREMENT OF WORK IN PROGRESS:

1. All measurements shall be in metric system. All the work in progress will be jointly measured by the representative of Engineer-in-charge and Contractor's authorized agent. Such measurements will be got recorded in the Measurement Book by the Engineer-in-charge or his authorized representative and signed by the Contractor or his authorized agent in token of acceptance. If the Contractor or his authorized agent fails to be present whenever required by the Engineer-in-charge for taking measures for every reason whatsoever, the measurement will be taken by the Engineer-in-charge or his authorized representative notwithstanding the absence of Contractor and these measurements will be deemed to be correct and binding on the Contractor.
2. Contractor will submit a bill in approved Form in quadruplicate to the Engineer-in-charge of the work giving abstract and detailed measurements of various items executed during a month as mutually agreed. The Engineer-in-charge shall verify the bill and the claim, as far as admissible, adjusted if possible, within 10 days of presentation of the bills.

GC-82

RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:

1. All running account payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or rejected or to be considered as an admission of the due performance of contractor or any part thereof.

2. Five(5)percentofthegrossRABillamountshallberetainedfromeach billasretentionamountandthesamewillbepaidwiththefinalbill.

GC-83 NOTICEFORCLAIMFORADDITIONALPAYMENT:

If the Contractor considers that he is entitled to extra payment or compensation or any claim whatsoever in respect of work, he shall forthwith give notice in writing to the Engineer-in-charge about this extra payment and/ or compensation. Such notices shall be given to the Engineer-in-charge within ten (10) days from the happening of any event upon which Contractor bases such claims and such notices shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on the part of the Contractor to put forward any claim with the necessary particulars as above, within the time above specified shall be an absolute waiver thereof. No omission by owner to reject any such claim and no delay in dealing therewith shall be a waiver by owner or any rights in respect thereof.

GC-84 PAYMENT OF CONTRACTOR'S BILL:

1. The price to be paid by the owner to Contractor for the work to be done and for the performance of all the obligations undertaken by the Contractor under contract shall be based on the contract price and payment to be made accordingly for the work actually executed and approved by the Engineer-in-charge.
2. No payments shall be made for work costing less than Rs.10,00,000/- till the work is completed and a certificate of completion given. But in case of work estimated to cost more than Rs.10,00,000/-. Contractor on submitting the bill thereof will be entitled to receive a monthly payment proportionate to the part thereof, approved and passed by Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against contractor. This payment shall be made after necessary deductions as stipulated elsewhere in the contract documents for materials, security deposit etc. The payments shall be released to the Contractor within Two (2) months of submission of the bill duly pre-occupied on proper revenue stamp. Payment due to Contractor shall be made by the owner by Electronic clearing system or RTGS only in Indian currency. Successful bidder must furnish his details for the ECS/RTGS.

GC-85 FINAL BILL:

The final bill shall be submitted by Contractor within one (1) month of the date of physical completion of work, otherwise the Engineer-in-charge's certificate of the measurement and of total amount payable for work shall be final and binding on all parties.

GC-86 RECEIPT FOR PAYMENT:

Receipt for payment made on account of work when executed by a firm must be signed by a person holding Power of Attorney in this respect on behalf of Contractor except when described in the e-Tender as a limited company in which case the receipt must be signed in the name of the Company by one of its principal officers or by some person having authority to give effectual receipt for the Company.

GC-87**COMPLETION CERTIFICATE:**

1. When the Contractor fulfil his obligation as per terms of contract, he shall be eligible to apply for Completion Certificate. Contractor may apply for separate Completion Certificate in respect of each such portion of work by submitting the completion documents along with such application for Completion Certificate.
The Engineer-in-charge, shall normally issue to Contractor the Completion Certificate within one (1) month after receiving an application thereof from Contractor after verifying, from the completion documents and satisfying himself that work has been completed in accordance with and as set out in the construction and erection drawings and the contract documents. Contractor after obtaining the Completion Certificate is eligible to present the final bill for work executed by him under the terms of contract.
2. Within one month of completion of work in all respects Contractor shall be furnished with a certificate by the Engineer-in-charge of such completion but no certificate shall be given nor shall work be deemed to have been executed until all (i) scaffolding, surplus materials and rubbish is cleaned off site completely, (ii) until work shall have been measured by the Engineer-in-charge whose measurements shall be binding and conclusive and, (iii) until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned to the satisfaction of the Engineer-in-charge. If Contractor shall fail to comply with the requirements as aforesaid or before date fixed for the completion of work, the Engineer-in-charge may at the expense of Contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit.
3. The following documents will form the completion documents :-
 - a) Technical documents according to which the work has been carried out.
 - b) Three sets of construction drawings showing therein the modifications and corrections made during the course of execution signed by the Engineer-in-charge.
 - c) Completion Certificate for "Embedded" or "Covered" upwork.
 - d) Certificate of final levels as set out for various works. e) Certificate of test performed for various work.
 - f) Material appropriation statement for the materials issued by owner for work and list of surplus materials returned to owner's stored duly supported by necessary documents.
 - g) Operation and maintenance manual (If necessary)
4. Upon expiry of the period of defect liability and subject to Engineer-in-charge being satisfied that work has been duly maintained by Contractor during the defect liability period of fixed originally or as extended subsequently and that Contractor has in all respects made up any subsidence and performed all his obligations under contract, the Engineer-in-charge (without prejudice to the rights of owner in any way) give final certificate to that effect. The Contractor shall not be considered to have fulfilled the whole of his obligation until final certificate shall have been given by the ENGINEER-IN-CHARGE.

5. **Final Certificate only evidence of completion:**
Except the final certificate, no other certificate of payment against a certificate or general account shall be taken to be an admission by owner of the due performance of contractor any part thereof of occupancy or validity or any claim by the Contractor.

GC-88 TAXES, DUTIES, ETC.:

1. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes including Sales Tax, GST, Duties, Income Tax, Value Added Tax, Professional Tax, Labour cess, etc., now or hereinafter imposed, increased or modified from time to time in respect of work and materials and all contributions and taxes for unemployment, compensation, insurance and old age pension or annuities now or hereinafter imposed by the Central or State Government authorities with respect to or covered by the wages, salaries or other compensation paid to the person employed by Contractor.
- If the Contractor is not liable to Sales Tax assessment, a certificate to that effect from the Competent Authority shall be produced without which final payment to the Contractor shall not be made. P, 'C' and 'D' Forms shall not be supplied by the owner, and the Contractor shall be required to pay full taxes as applicable.
2. Contractor shall be responsible for compliance with all obligations and restrictions imposed by the labour law or any other law affecting Owner-employee relationship.
3. Contractor further agrees to comply and to secure the compliance of all sub Contractors with applicable Central, State, Municipal and local laws and regulations and requirement. Contractor also agrees to defend, indemnify the holder harmless the owner from any liability or penalty which may be imposed by Central, State or local authority by reason of any violation by Contractor or sub Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against owner arising under, growing out of or by reason of work provided for by this Contract by third parties or by Central or State Government authority or any administrative Sub-Division thereof. The Sales Tax/Value Added Tax/GST on work contract will be borne by the Contractor.
4. **The prevailing rate for GST for these works is 18% whereas it will be presumed that the agency has quoted their rates including GST as may be applicable at the time of last date of submission of the tender. If there is any variation in the rate of GST during the specified time limit / extended time limit for the work then the same will be considered in Running / Final Bill which will be effective after the relevant time i.e. if there is any reduction in the rate of GST then the amount of difference will be deducted from the bill of agency at the relevant time accordingly and the agency shall have to submit their Tax Invoice accordingly. Accordingly, if there is any increase in the rate of GST then the amount of difference will be paid to the agency in the relevant bill and the agency shall have to submit their Tax Invoice accordingly.**

Contractor shall at his own expenses carry and maintain the reputable Insurance Companies to the satisfaction of owner as follows:

1. Contractor agrees to and uses hereby accept full and exclusive liability for compliance with all obligations imposed by the Owner's State Insurance Act, 1948 and Contractor further agrees to defend, indemnify and hold owner harmless from any liability or penalty which may be imposed by the Central or State Government or local authority by reason of any asserted violation by Contractor or Sub-Contractor or the Employees State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of Contractor by third parties or by Central or State Government authority or any administrative Sub-division thereof.

Contractor agrees to fill in with the Employees State Insurance Corporation, the declaration form and all forms which may be required in respect of Contractor's or sub-Contractor's employees whose aggregate remuneration is Rs. 400/- p.m. or less and who are employed in work provided for or those covered by ESI from time to time under the agreement. The Contractor shall deduct and secure the agreement of the sub-Contractor to deduct the employees' contribution as per the first schedule of the Employees State Insurance Act from wages. Contractor shall remit and secure the agreement of sub-Contractor to remit to the State Bank of India Employees State Insurance Accounts, the employee's contribution as required by the Act. Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and Contractor shall secure the agreements of the sub-Contractors to maintain in such records, any expenses incurred for the contributions, making contributions or maintaining records shall be to Contractor's or sub-Contractor's own account. Owner shall retain such sum as may be necessary from the contract value until Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948 have been paid.

2. **Workman's compensation and employee's liability insurance:** Insurance shall be affected for all Contractor's employees engaged in the performance of this contract. If any part of work is sublet, Contractor shall require the sub-Contractor to provide workman's compensation and Owner's liability insurance, which may be required by owner.
3. Other Insurance, required under law or regulations or by owner Contractor shall also carry and maintain any and all other insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by owner.

GC-90

DAMAGE TO PROPERTY:

1. Contractor shall be responsible for making good to the satisfaction of owner any loss of and any damage to all structures and properties belonging to owner or being executed or procured or being procured by owner or of other agencies within the premises of all work of owner, if such loss or damage is due to fault and/or the negligence of willful act or omission of Contractor, his employees, agent, representatives or sub-Contractors.
2. Contractor shall indemnify and keep owner harmless of all claims for damage to properties other than property arising under by reason of this agreement; such claims result from the fault and/or negligence or willful act or omission of Contractor, his employees, agent's representative or sub-Contractor.

GC-91

CONTRACTOR TO INDEMNIFY OWNER:

1. The Contractor shall indemnify and keep indemnified the owner and every member, officer and employee of owner from and against all actions, claims, demands and liabilities whatsoever under the in respect of the breach of any of the above clauses and/or against any claim, action or demand by any workman/ employee of the Contractor or any sub- Contractor under any laws, rules or regulations having force of laws, including but not limited to claims against the owner under the workman compensation Act, 1923, the Employee's Provident Funds Act, 1952 and/ or the contract labour (Abolition and Regulations) Act, 1970.
2. PAYMENTS OF CLAIMS AND DAMAGES: If owner has to pay any money in respect of such claims or demands aforesaid, the amounts so paid and the cost incurred by the owners shall be charged to and paid by Contractor without any dispute notwithstanding the same may have been paid without the consent or authority of the Contractor.
3. In every case in which by virtue of any provision applicable in the workman's Compensation Act, 1923 or any other Act, owner be obliged to pay compensation to workmen employed by Contractor the amount of compensations so paid, and without prejudice to the rights of owner under Section-(12) Sub-section-(2) of the said Act, owners shall be at liberty to recover such amount from any surplus due to or to become due to the Contractor or from the security deposit. Owner will not be bound to contest any claim made under Section-(12) Sub-section-(2) of the said act except on written request of Contractor and giving full security for all costs consequent upon the contesting of such claim.

The Contractor shall protect adjoining sites against structural, decorative and other damages that could be caused to adjoining premises by the execution of these works and make good at his cost, any such damage, so caused.

GC-92 IMPLEMENTATION OF APPRENTICE ACT 1954:

Contractor shall comply with the provisions of the apprentice Act 1954 and the orders issued thereunder from time to time. If he fails to do so, it will be a breach of contract.

GC-93 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:

Contractor shall comply with all the rules and regulations of the local Sanitary Authorities or as framed by owner from time to time for the protection of health and provide sanitary arrangements of all labour directly or indirectly employed on the work of this contract.

GC-94 SAFETY CODE:

General:

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with owner's rules as set forth herein.

1.0 First Aid and Industrial Injuries:

1.1 Contractor shall maintain First-Aid facilities for its employees and those of its sub-Contractors.

1.2 Contractor shall make out side arrangements for ambulance service and for the treatment of industrial injuries. Name of those providing these services shall be furnished to Engineer-in-charge prior to start of construction, and their telephone numbers shall be prominently posted in Contractor's field office.

- 1.3 All injuries shall be reported promptly to Engineer-in-charge and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to owner.

2.2 General Rules:

- 2.2 Carrying and striking, matches, lighters inside the project area and smoking within the job site are strictly prohibited. Violators of smoking rules shall be discharged immediately. Within the operation area, no hot work shall be permitted, without valid gas, safety, fire permits. The Contractor shall also be held liable and responsible for all lapses of his sub-Contractor s/employees in this regard.

2.2 Contractor's Barricades:

- 3.1 Contractor shall erect and maintain barricades without any extra cost, required in connection with his operation to guard or protect during the entire phase of the operation of this contract for—
- a) Excavation
 - b) Hoisting areas
 - c) Areas adjudged hazardous by Contractor's OR Owner's inspectors.
 - d) Owner's existing property liable to be damaged by Contractor's operations, in the opinion of Engineer-in-charge/Site Engineer.
 - e) Railroad unloading spots.
- 3.2 Contractor's employees and those of his sub-Contractors shall become acquainted with owner's barricading practices and shall respect the provision thereof.
- 3.3 Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red lantern at night.

4.0 Scaffolding:

- 4.1 Suitable scaffolding shall be provided for workman for all work that cannot safely be done from ladders. When a ladder is used, an extra man shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the same shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).
- 4.2 Scaffolding or staging, more than 3.6M. (12') above the ground or floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise fixed at least 1.0M (3') high above the floor or platform or scaffolding or staging and extending along the entire length of the outside end thereof with only such openings as may be necessary for the delivery

of materials. Such scaffolding or stagings shall be so fastened as to prevent it from swaying from the building or structure.

4.3 Working platforms, gangways, and stairways should be so constructed that they should not sag unduly or inadequately and if the height of the platform or the gangway of the stairway is more than 3.6 (12') above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in 4.2 above.

4.4 Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1.0M (3'.0").

4.5 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladders shall be over 9.0M. (30') in length while the width between the side rails in rungs ladders shall in no case be less than 30cms (12 inches) for ladder up to and including 3.0M. (10'), in longer ladders this width would be increased at least 6mm (1/4") for each addition 30c.m. (1.0) of length. Uniform step spacing shall not exceed 30cms. (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the side of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay damages and costs which may be awarded in any such suit or action or proceeding to any such person, or which, may be with the consent of the Contractor be paid to compromise any claim by any such person.

5.0 Excavation:

5.1 All trenches 1.2M (4') or more in depth shall at all time be supplied with at least one ladder.

5.2 Ladders shall be extended bottom of the trench to at least 3" above the surface of the ground. The sides of the trench which are 1.5M (5') or more in depth shall be stopped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated material shall not be placed within 1.5M (5') of the trench or half of the trench depth whichever is more. Cuttings shall be done from top to bottom. Under no circumstances, undermining or undercutting be done.

6.0 Demolition:

6.1 Before any demolition work is commenced and also during the progress of the work all roads and open area adjacent to the work sites shall either be closed or suitably protected.

6.2 No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.

6.3 All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

2.2 Safety Equipment:

2.2 All necessary personal safety equipment as considered necessary by the Engineer-in-charge should be made available for the use of person employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

2.2 Worker employed on mixing asphaltic materials, cement and lime mortar shall be provided with protective footwear and protective gloves.

8.0 Risky Place:

8.1 When the work is done near any place where there is a risk of drowning, all necessary safety equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions should be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.

9.0 Hoisting Equipment:

9.1 Use of hoisting machines and tackles including their attachments, and storage and supports shall conform to the following standards or conditions.

9.2 These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good condition and in good working order.

9.3 Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.

9.4 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding.

9.5 In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

9.6 In case of departmental machine, the safe work load shall be notified by the Engineer-in-charge as regards Contractor's machine, the Contractor shall, notify, the safety working load of the machine to the Engineer-in-charge. Whenever the Contractor brings any machinery to site of work he should get it verified by the Engineer-in-charge concerned.

10.0 Electrical Equipment:

Motors, gears, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliances should be provided with such means when will reduce to the minimum the risk of accidental descent of the load, adequate precautions shall be taken to reduce to the minimum the risk of any part or a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel such as gloves, and booths as may be necessary shall be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

11.0 Maintenance of Safety Devices:

All scaffolds, ladders and other safety devices as mentioned or described herein shall be maintained in sound condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near place of work.

12.0 Display of Safety Instructions:

These safety provisions should be brought to the notice of all concerned by display on a Notice Board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor.

13.0 Enforcement of Safety Regulations:

To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangement made by the Contractor shall be open to inspection by the Welfare Officer, Engineer-in-charge or Safety Engineer of the owner or their representatives.

14.0 No Exemption:

14.1 Notwithstanding the above clause 1.0 to 13.0 there is nothing to exempt the Contractor from the operation of any other Act or Rules in force in the Republic of India.

14.2 In addition to the above, the Contractor shall abide by the safety code provisions as per C.P.W.D. safety code framed from time to time.

GC-95 ACCIDENTS:

It shall be Contractor's responsibility to protect against accidents on the works. He shall indemnify the owner against any claim for damage or for injury to person or property resulting from, and in the course of work and also under the provisions of the workman's compensation Act. On the occurrence of an accident arising out of the works which results in death or which is so serious as to be likely to result in death, the Contractor shall within twenty-four hours of such accident, report in writing to the

Engineer-in-charge the facts stating clearly and in sufficient detail the circumstances of such accident and the subsequent action. All other accidents on the works involving injuries to person or damage to property other than that of the Contractor shall be promptly reported to the Engineer-in-charge stating clearly and in sufficient detail the facts and circumstances of the accidents and the action taken. In all cases, the Contractor shall indemnify the owner against all loss or damage resulting directly or indirectly from the Contractor's failure to report in the manner aforesaid. This includes penalties or fines, if any, payable by the owner as a consequence of failure to give notice under the Workman's Compensation Act, or failure to conform to the provisions of the said act in regard to such accidents.

In the event of an accident in respect of which compensation may become payable under the Workman's Compensation Act VIII of 1923 including all modification thereof, the Engineer-in-charge may retain out of money due and payable to the Contractor such sum of money as may in the opinion of Engineer-in-charge be sufficient to meet such liability. On receipt of award from the Labour Commissioner in regard to quantum of compensation, the difference in amount will be adjusted.

GC-96 Expenditure Reimbursement and Approval from Other Departments: _

In case of obtaining approval from State/National Highway/Railways/GSPC/PGVCL/IOCL/Forest/Telecom etc., all relevant procedure is to be done by the agency including subsequent follow-up till the approval is received, however, Rajkot Municipal Corporation will recommend the relevant department for the approval. All expenses towards Fee/charges, Insurance Premium and deposit etc. for obtaining aforesaid approval(s) is to be done in the own name of the agency and expenses shall be borne by the agency. All expenses except amount of deposit, will be reimbursed to the agency upon submission of documentary evidence to RMC.

GC-97 Waste Disposal

The additional soil/C&D (Construction & Demolition) Waste of these works is to be disposed off only at the dedicated sites as per the Notification of Hon'ble Municipal Commissioner. The aforesaid Notification is attached herewith which is to be scrupulously followed, failing which, penalty will be imposed accordingly. The

**agency shall have to submit documentary evidence for the C&D
Waste disposed off at the dedicated sites, only after which, the
procedure for making the payment for the same will be done.**

GC-98 Work-order / Notice to start for O&M Work

Separate work-order/Notice to start the work will be issued after successful commissioning of Pumping Machinery for each pumping station for 5 Years comprehensive O & M. As per the present rule there is no GST applicable on O&M Works. Hence, agency shall have to quote their rates accordingly.

**Asst. Engineer
RMC**

**Dy. Executive Engineer
RMC**

**City Engineer (Drainage Project)
RMC**

નં.સ્ટેમ્પ-અનામ-૧૪-૨૦૦૭ - ૯૩૮

સુપ્રિ.ઓફ સ્ટેમ્પસની કચેરી,
સ્ટેમ્પ અને નોંધણી ભવન,
સેક્ટર-૧૩-સી, બ રોડ,
ગાંધીનગર.

તા. ૫-૨-૦૭

પરિપત્ર:-

અત્રેની કચેરીનાં ધ્યાન ઉપર આવેલ વિગત મુજબ ગુજરાત રાજ્યમાં આવેલ જીલ્લા પંચાયત, નગર પાલિકાઓ તરફથી કરવાના થતા બાંધકામ તથા અન્ય કામો માટે ટેન્ડર બહાર પાડી કોન્ટ્રાક્ટરો પાસે કામગીરી કરાવવામાં આવે છે. આવી કામગીરી માટે જે કોન્ટ્રાક્ટરનું ટેન્ડર મંજૂર કરવામાં આવે છે. તે ટેન્ડરની અંદાજીત રકમ પૈકી નિયમોનુસાર અનામતની (સીક્યુરીટી - ડીપોઝીટની) રકમ લેવામાં આવે છે. તે અંગે જીલ્લા પંચાયત / નગરપાલિકા / મહાનગરપાલિકા અને કોન્ટ્રાક્ટર વચ્ચે કરાર કરવામાં આવે છે. આવા કરારો સ્ટેમ્પ ડ્યુટીના અભિપ્રાય માટે અમે રજૂ કરવામાં આવે છે. તેમાં જે ડિપોઝીટની રકમ અનામત મુકવાની થાય છે. તે રોકડ, ચેક, ડીમાન્ડ ડ્રાફ્ટ બેંક ગેરંટી ફિક્સ ડીપોઝીટ રીસીપ્ટ એન.એસ.સી. બચતપત્ર વિગેરે પૈકીના એક યા વધુ માધ્યમથી આપવામાં આવે છે. તેમાં ટેન્ડર અન્વયે કેટલી રકમ સીક્યુરીટી ડીપોઝીટ ગેરંટી મુકવાની છે અને કયા માધ્યમથી મુકવામાં આવે છે. તેની પુરેપુરી વિગત રજૂ કરેલ ન હોય તો આવા કેસોમાં પુરેપુરી વિગત રજૂ કરવામાં ન આવે ત્યાં સુધી અભિપ્રાય આપી શકાતો નથી અથવા વિલંબ થાય છે. આવી પરિસ્થિતિ નિવારવા અને ટેન્ડરની રકમ અન્વયે જે કરાર કરવામાં આવે છે. તેમાં નીચેની વિગતો સ્ટેમ્પ ડ્યુટી લેવાની થાય છે.

(૧) અનામતની જે રકમ રોકડ, ચેક યા ડ્રાફ્ટથી લેવામાં આવે અથવા તો બેંક ગેરંટીથી આપવામાં આવે તો કરારનાં લેખ ઉપર મુબઈ સ્ટેમ્પ અધિનિયમ - ૧૯૫૮ની અનુસુચિ-૧ ના આર્ટીકલ - ૫ (જ) મુજબ કરાર ઉપર રૂ. ૧૦૦/- સ્ટેમ્પ ડ્યુટી વાપરવાની થાય છે.

(૨) ટેન્ડર અન્વયે જે અનામતની રકમ ફિક્સ ડીપોઝીટ રીસીપ્ટ, એન.એસ.સી. યા અન્ય કોઈ બચતપત્રના માધ્યમ થી અનામત મુકવામાં આવે તો તેટલી અનામતની રકમ ઉપર મુબઈ સ્ટેમ્પ અધિનિયમ - ૧૯૫૮ની અનુસુચિ-૧ ના આર્ટીકલ - ૩૬ (ક) સાથે આર્ટીકલ ૨૦ (ક) મુજબ આ રીતે આગવામાં આવેલ અનામતની રકમના પ્રત્યેક રૂ. ૧૦૦/- અથવા તેના ભાગ માટે ૪.૨૫% પ્રમાણે સ્ટેમ્પ ડ્યુટીને પાત્ર બને છે.

આપના તરફથી જે કામો માટે ટેન્ડર બહાર પાડવામાં આવે અને તેમાં ટેન્ડરની રકમ અન્વયે જે રકમ ડિપોઝીટ (અનામત) મુકવામાં આવે છે. તેમાં ઉપર દર્શાવ્યા મુજબ સ્ટેમ્પ ડ્યુટીને પાત્ર બને છે. તે મુજબ અમલ કરવા તૈયારી છે. સાથોસાથ આપના ધ્યાને

સુપ્રિ.ઓફ સ્ટેમ્પસની કચેરી

અનામતની રકમ
મ. નં. ૧૫૫૭
તા. ૧૨/૨/૦૭

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સુપ્રિ.ઓફ સ્ટેમ્પસની કચેરી

કો-ટ્રાક્ટરને વર્ક ઓર્ડર આપવામાં આવે તે સમયે કરારનામાં ઉપર ઉક્ત વિગતે યોગ્ય સ્ટેમ્પ
ડયુટી ભરપાઈ કરેલ છે. કેમ? તેની પુષ્ટિ કરવા પણ જમાવવામાં આવે છે.



મુદત સુધિ બેંક રોકડ
ગુજરાત રાજ્ય બેંક

પ્રતિ, શ્રી ૧૭ બના ક્રાફ્ટ ૨૨૦
(૨) જીલ્લા વિકાસ અધિકારી,
જીલ્લા વિકાસ અધિકારીની કચેરી

(૩) મ્યુનીસિપલ કમિશનરશ્રી,
મ્યુ. કમિશનરશ્રીની કચેરી

(૪) રોક અધિકારી તમામ
નગરપાલિકા કચેરી,
(૫) (૬) (૭) જી. કમિશનરશ્રી

જાન્યત્રી કલમો
મુદત સુધિ રોકડ
ગુજરાત રાજ્ય બેંક

[illegible]

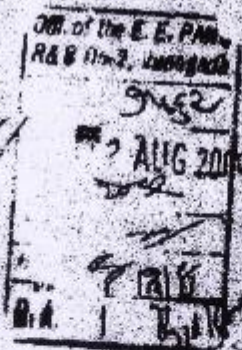
विषय: कलकत्ता गव. स्को. उद्युती वसुधाव. गृहम.

સંદર્ભ:- આપની કચેરીનો તા. 30/9/2006નો પત્ર

પરંતુ વિષય અને સંદર્ભ પત્ર દ્વારા આપની કૌંસી દ્વારા "કરાર ખત" પર
સહી કરીને સુધીના માર્ગદર્શન બાબતે જાણવવાનું છે, અનેની કૌંસીના પરિણામ ન કોઈ
પર ૨૦૦૭/૦૮ તા. ૫/૨ ૨૦૦૭ ના પરિપત્ર ની નકલ મોકલવામાં આવે છે. જેના પરના
અને તેમાં જાણવલ કોઈ સુધી વાપરવાની ચાલુ છે.

[illegible]

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१०८२५
 भा.
 सवि. पु. भा. भा.
 पु. भा. भा. भा. भा.

[Faint, illegible handwritten notes]



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

PARTY/VENDOR REGISTRATION FORM

VENDOR CODE	:	
Party Name	:	
Authorized Person	:	
PAN Card No.	:	
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.

TO,
CHIEF ACCOUNTANT,
ACCOUNT DEPARTMENT,
RAJKOT MUNICIPAL CORPORATION

THE ABOVE MENTIONED DETAILS FOR VENDOR REGISTRATION HAS BEEN VERIFIED BY US & FOUND CORRECT. KINDLY REGISTER ABOVE VENDOR.

SIGN
NAME
DESIGNATION
DEPARTMENT NAME