

**RAJKOT MUNICIPAL CORPORATION
RAJKOT**



**WATER WORKS (EAST ZONE)
BEDI FILTER PLANT**

Tender Id no:. _____
WW/2023-24

NAME OF WORK

**PROVIDING MANPOWER FOR 2 YEAR OPERATION & PREVENTIVE
MAINTENANCE AT BEDI WATER TREATMENT PLANT (50 MLD
CAPACITY).**

Milestone dates for e-tendering are as under	
1. Downloading of Tender documents	08-12-2023 to 30-12-2023 upto 18:00 hr
2. Last date & time for Online submission of e - Tender	30-12-2023 up to 18:00 hr
3. Physical submission of EMD, Tender fee and other documents i.e. Experience certificate, Registration Class Certificate, Electrical Contractor License etc.	Up to Dt. 03-01-2024, 18:00 hr
4. Opening of online Tech bid tender(If Possible)	04-01-2024 at 11:00 Hours Onwards
5. Verification of submitted documents (EMD, e - Tender fee, etc.)	04-01-2024 at 10:30 hr Onwards
6. Opening of online Price Bid (If possible)	06-01-2024 at 12:00 Noon onwards
7. Bid Validity	180 Days from opening price bid

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

**Additional City Engineer
Room No. 12, Water Works - East Zone
Shree ZaverchandMeghani Bhavan
Rajkot Municipal Corporation
Bhavnagar road
Rajkot - 360 001**

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Name of Work: PROVIDING MANPOWER FOR 2 YEAR OPERATION & PREVENTIVE MAINTENANCE AT BEDI WATER TREATMENT PLANT (50 MLD CAPACITY).

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RAJKOT MUNICIPAL CORPORATION
East Zone – Water Works

Tender Notice

The e-tenders are invited with two bid system (Technical bid-physical and Price bid-Online) by Add City Engineer, Warer Works, Rajkot Municipal Corporation, Zaverchandmeghani bhavan, East Zone, Bhavanagar road Rajkot-360003, from the experienced& financially sound contractors registered in appropriate class &possessing necessary equipments and having trained personals for the below mentioned work:

Sr No	Name of Work	Estimated Cost		1. EMD 2. Tender fee 3. Time limit of work
		Year	In Rupees	
01	PROVIDING MANPOWER FOR 2 YEAR OPERATION & PREVENTIVE MAINTENANCE AT BEDI WATER TREATMENT PLANT (50 MLD CAPACITY).	1 st	33,27,924/-	1. 2,09,700/- 2. 3000/- 3. 02 Years
		2 nd	36,60,716/-	
		Total	69,88,640/-	

Milestone dates for e-tendering are as under	
1. Downloading of Re-Tender documents	08-12-2023 to 30-12-2023 upto 18:00 hr
2. Last date & time for Online submission of e - Tender	30-12-2023 up to 18:00 hr
3. Physical submission of EMD, Tender fee and other documents i.e. Experience certificate, Registration Class Certificate, Electrical Contractor License etc.	Up to Dt. 03-01-2024, 18:00 hr
4. Opening of online Tech bid tender(If Possible)	04-01-2024 at 11:00 Hours Onwards
5. Verification of submitted documents (EMD, e - Tender fee, etc.)	04-01-2024 at 10:30 hr Onwards
6. Opening of online Price Bid (If possible)	06-01-2024 at 12:00 Noon onwards
7. Bid Validity	180 Days from opening price bid

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

01. Financial capacity of the agency.

1. Average annual turnover of last seven years should not be less than 50% of the estimated tender cost of 1st year (i.e. 16.64 lakh). Enhancement factor shall be apply as per RMC rules
2. The working capital should not be less than 25% of the estimated tender cost of work. (i e 8.32 lakh.)
3. Minimum amount of Solvency certificate shall be Rs.2 lakhs.

02 Experience Criteria:

1. Bidder should have completed at least one work similar nature (i.e. Municipal services like Operation & Maintenance works of Water supply pumping station, Drainage Pumping station, Sewage Treatment Plant, Water treatment plant, Swimming pool, Head works, Annual Mechanical & Electrical maintenance rate contracts) of 50 % of estimated cost. (i.e.34.94 lakhs) ir-respective amount either government or semi-government dept. in last seven years.

Or

Two works of similar nature of 40 % of estimated cost. i.e.27.95 lakhs

2. Enhance factor at 10% per year for last seven years will be applicable to finalize the magnitude of work done in last seven years.

3. Experience certificate of competent authorities required to be submitted.
4. The agency should not be Black Listed anywhere in India, for which, agency will have to submit fresh Notarized Affidavit on Rs.300. non judicial stamp paper.

03. Availability of tools, plant, & manpower.

1. The agency should have adequate number of tools & plant along with adequate numbers of experienced staff carrying out the work.
2. Details of staff & tools with agency must be submitted in tech bid with physical certified certificate copy of the staff.)
3. joint venture is not permitted.

04. Certified copy of Registration certificates/Documents as followed must be physically (or scanned certified copy submit in electronic form) submit with authorized sign & stamp on each page of tech bid document.

1. The bidder / firm must have registration in Class "E1" with Electrical Division of R&B of Gujarat state or in equal class of any State Government /Central Government or local self gov. authority.
2. Registration as Electrical contractor license.
3. Provident Fund registration
4. Labor license under Contract labour act 1970 (Past work)
5. Professional tax registration certificate(If Applicable).
6. Chartered accountant certified copy for the turnover for last seven year supporting financial strength of the bidder.(Which showing turnover as well as working capital)
7. Solvency certificate from any Nationalize or Schedule bank(Except co-op bank)
8. Experience certificates of similar nature of work issued from competent authority.(3A form or Completion Certificate)
9. Power of Attorney authorizing the person for signing the Tender.(If Applicable)
10. The agency should not be Black Listed / Terminated / Debarred/ Suspended or connected with firm black listed in any States, CPWD / MES / Railways or any Govt. Semi-Govt, Autonomous Body or Pvt. Body. Also no complaint is lodged against the Firm / Company, for which, agency will have to submit fresh Notarized Affidavit on stamp paper of Rs300.(As per our prescribed format)
11. PAN No. registration
12. ESIC / PF/ GST Registration certificate.
13. Site visit & fully aware with nature of work confirmation letter.
14. All required documents submitted for verification should be duly certified by Gazetted officer.
15. Enhance factor at 10% per year for last five years will be applicable to arrive annual turnover and finalize the magnitude of work done in last seven years.

16. Available bid capacity must be more than the tender amount which will be calculated as

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

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

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

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

- If any query related to tender you are requested to contact 9904291600.

All above criteria must be fulfilled by the Agency & its copy of supporting documents certified by Gazetted officer must be submitted with tech bid documents by Reg.A.D. OR by Speed post only. Failing which bid evaluation committee will consider the bid as non-

responsive & treated as cancelled & price bid of such agency will not be opened. The Technical Bid should be downloaded on a white plain A4 size paper and it should be submitted with all technical details, duly filled and every page should be signed and sealed and should be submitted along with the qualification documents.

The Technical bid submission must be accompanied by a bid security of Rs.2,09,660/- as well as Tender fee(non-refundable) of amount of Rs. 3000/- in terms of Demand draft in favor of Municipal Commissioner, Rajkot Municipal Corporation, Rajkot, from any Nationalized or Scheduled bank in India and must be delivered Up to Dt.03-01-2024, 18:00 hr. on address below:

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

After opening of online technical bid with physical submission, the procedure for the pre-qualification shall be adopted and the e-Price-Bid of only successful qualified bidder(s) shall be opened for final evaluation the contract. The decision of Municipal Commissioner regarding the pre-qualification shall be final and binding to the entire bidder.

Conditional tender in any manner will be out rightly rejected.

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

Add City Engineer
Water Works
Rajkot Municipal Corporation

RAJKOT MUNICIPAL CORPORATION
East Zone – Water Works

Information of the Tenderer

Name of Work : PROVIDING MANPOWER FOR 2 YEAR OPERATION & PREVENTIVE MAINTENANCE AT BEDI WATER TREATMENT PLANT (50 MLD CAPACITY).

Earnest Money : 2,09,700.00

Tender Fee : 3000.00 (Non- Refundable)

Name of contractor :

Address & Tel.No. :

Date of filling Tender :

Witness :

Occupation :

Address :

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

Details of Earnest Money (Bid Security):
Earnest Money Deposit (Bid Security) in favour of Commissioner, Rajkot Municipal Corporation, Rajkot, amounting to _____ bearing No. _____ dated _____ of _____ Bank (Nationalized Bank).

Electrical License No. :

Provident Fund reg No. :

Service Tax Reg No :

PAN no :

Bank A/c Detail :

Signature of Contractor

Assistant Engineer
Rajkot Muni. Corporation

Dy.Ex. Engineer
Rajkot Muni. Corporati

Add City Engineer
Rajkot Muni. Corporation

DETAILED PRE QUALIFICATION CRITERIA

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

01. Financial capacity of the agency.

1. An average annual turnover of last seven financial years should not be less than 50 % of the estimated cost of 1st year tender amount.
2. The agency should be registered with either government or semi government or corporation in appropriate category. (i e " E-1 ")
3. Working capital should not be less than 25 % of estimated cost. i.e. 8.32 lakhs. CA certificate to be submitted
4. Amount of Solvency Rs. 02 lakhs. A letter of Solvency from Any nationalized or scheduled bank to be submitted.

02 Experience Criteria:

1. The bidder should have an experience of satisfactory completion of work of similar nature & magnitude of Estimated tender amount in last seven years as main contractor in either government or semi govt. only as a main contractor as bellow.

One work of similar nature of 50 % of estimated cost. i.e.34.94 lakhs

Or

Two works of similar nature of 40 % of estimated cost. i.e.27.95 lakhs

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

2. Enhance factor at 10% per year for last seven years will be applicable to finalize the magnitude of work done in last seven years.
3. Experience certificate of competent authorities required to be submitted.
4. Joint Venture is not permitted for this tender.
5. The agency should not be Black Listed anywhere in India, for which, agency will have to submit fresh Notarized Affidavit on Rs.300. non judicial stamp paper.

03. Availability of tools, plant, & manpower.

1. The agency should have adequate number of tools & plant along with adequate numbers of experienced staff carrying out the work. Details of staff & tools with agency must be submitted in tech bid with physical certified certificate copy of the staff.
2. joint venture is not permitted.

04. Certified copy of Registration certificates/Documents as followed must be physically (or scanned certified copy submit in electronic form) submit with authorized sign & stamp on each page of tech bid document.

1. Registration certificate in Govt(Elect. Dept.) in appropriate category.
2. Registration as Electrical contractor license.
3. Provident Fund registration
4. Labor license under Contract labour act 1970 (Past work)
5. Professional tax registration certificate(If Applicable).
6. Chartered accountant certified copy for the turnover for last seven year supporting financial strength of the bidder.(Which showing turnover as well as working capital)
7. Solvency certificate from any Nationalize or Schedule bank(Except co-op bank)
8. Experience certificates of similar nature of work issued from competent authority.(3A form or Completion Certificate)

9. Power of Attorney authorizing the person for signing the Tender.(If Applicable)
10. The agency should not be Black Listed / Terminated / Debarred/ Suspended or connected with firm black listed in any States, CPWD / MES / Railways or any Govt. Semi-Govt, Autonomous Body or Pvt. Body. Also no complaint is lodged against the Firm / Company, for which, agency will have to submit fresh Notarized Affidavit on stamp paper of Rs300.(As per our prescribed format)
11. PAN No. registration
12. ESIC / PF/ GST Registration certificate.
13. Site visit & fully aware with nature of work confirmation letter.
14. All required documents submitted for verification should be duly certified by Gazetted officer.

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

Available bid capacity must be more than the tender amount which will be calculated as

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

- A= Maximum value of work executed in any one year during the last five years taking into account the completed as well as works in progress.
- N= Number of years prescribed for completion of the works for which the tenders are invited.
- B= Value(*price level) of existing commitments and on-going work to be completed during the next N years.

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

Signature of Contractor with stamp

RAJKOT MUNICIPAL CORPORATION
Water works, East ZONE

SCHEDULE – A
Estimate, scope of work, & staff requirement

Name of Work : PROVIDING MANPOWER FOR 2 YEAR OPERATION & PREVENTIVE MAINTENANCE AT BEDI WATER TREATMENT PLANT (50 MLD CAPACITY).

Sr No	NAME OF FILTER PLANT	Estimate Amount in RS. for One Year	
		1 st Year Amount	Rs. 33,27,924/-
1.	PROVIDING MANPOWER FOR 2 YEAR OPERATION & PREVENTIVE MAINTENANCE AT BEDI WATER TREATMENT PLANT (50 MLD CAPACITY).	2 nd Year Amount	Rs. 36,60,716/-
		Total Amount	Rs.69,88,640/-

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

Note:

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

General Shift	:	08.00 to 16.00 hours
First Shift	:	06.00 to 14.00 hours
Second shift	:	14.00 to 22.00 hours
Third Shift	:	22.00 to 06.00 hours

Site Engineer is Authorized to change in manpower / shift time as per requirement of work.

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

:: SCOPE OF WORK ::

Scope of works include 50 MLD WTP, Main pumping station, Bedi to Jubilee transfer pumping station, Raw water pumping station, Filter house, Chemical house, Chlorinator, opening or closing of valves of ESR/GSR and preventive maintenance of pumping Machinery & cleaning of whole premises.

1. Providing Semi Skilled & unskilled workers as per tender for running of filtration plant.
2. All works like: lime/bleaching powder/alum/PAC/chlorination dosing and it's round the clock checking and monitoring. chlorine tonner/PAC loading and unloading, Bed washing, recycling of backwash water, daily regular operation of all electrical and mechanical machineries, cleaning of whole plant, filter bed and premises, regular Flushing of Clearfloculator, Cleaning of water tank /neutralization tank / all over head tanks. Daily regular operation of all electrical and mechanical machineries.
3. Operation of all type of pumping machinery / D.G. Set as well as all control valve of filter water sump - bypass and plant / gate etc. Loading/un-loading of chlorine tonners, charging of chlorine tonner as well as maintenance work in three shifts should be done and keep record in logbook.
4. Diesel for D.G.Set will be arranged by RMC. How Ever Filling of Diesel in D.G. Set fuel tank and loading/ un loading of Diesel barrel should be carried out by Agency.
5. Cleaning of filtration plant, All Pump houses and premises every day.
6. Maintain Logbook etc. as well as preventive maintenance work should be done and keep note in logbook.
7. Whenever required graphite Gland Packing shall have to be replaced with new graphite gland packing as preventive maintenance, to reduce the leakage from valves and pumps.
8. Cleaning of all SCF pump Suction Strainer whenever required.
9. Lubrication of all rotating part of Pumping machinery and filling of Oil various gear boxes as per instruction of site engineer.
10. Any related work required to full fill the operation & preventive maintenance of pumping station, As per instruction of In charge Deputy Executive Engineer

Assistant Engineer
Rajkot Muni. Corporation

Dy.Ex. Engineer
Rajkot Muni. Corporation

Add City Engineer
Rajkot Muni. Corporation

Signature of Contractor

Name of Work: PROVIDING MANPOWER FOR 2 YEAR OPERATION & PREVENTIVE MAINTENANCE AT BEDI WATER TREATMENT PLANT (50 MLD CAPACITY).

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

Sr No	Name of post	Nos. of Person	Age	Experience
1	Pump Operator Semi skilled	1 (One) person in Each shift	More than 20 years	2 years experience of O&M of pumping machinery & operation of filter plant
2	Helper Unskilled	4 (four) person in Each shift	More than 20 years	Experience in valve operation & other mechanical work
3	Sweeper cum Mali (Unskilled)	1 (One) General shift	More than 20 years	-

The presence of staff as per instruction on Filter Plant is compulsory. If any staff is found absent, the prevailing wages will deducted from the bill of contractor and also deduct penalty per person as per the penalty provision or decision of Addl. City Engineer (Water Works). Also, in case of breach of any condition of contract or work is not found satisfactory, penalty will be imposed as deem fit by the Add City Engineer, which will be binding to the contractor.

Signature of Contractor with stamp

RAJKOT MUNICIPAL CORPORATION
Water works, East ZONE

SCHEDULE – B
Details of machinery

Name of Work: PROVIDING MANPOWER FOR 2 YEAR OPERATION & PREVENTIVE MAINTENANCE AT BEDI WATER TREATMENT PLANT (50 MLD CAPACITY).

Sr. No	Details of pumping machinery	Total	Working	Standby
1	Clarifier Main Bridge :- C.G. make 3.7 kw., 1460 rpm, motor. ELECON make gear box :- Type 4 Nu F4 ratio 40:14	1 No	1	--
2	Clarifier Stirrer:- C.G. make 0.7 kw., 1460 rpm, motor. Elecon make gear box :- Type 3.5 4SNU ratio 50:1	4 Nos	4	--
3	Air blower :- Roots Bower 1970 m ³ /hr., 1700 RPM, 0.4 kg/cm ² Bharat Bijlee make motor 40hp. 1465 rpm	2 No.	1	1
4	Back Wash pump: Marathon make 15 hp. 1465 rpm. Motor. WPIL make pump of 100 m ³ /hr.	2	1	1
5	Recirculation Pump House: Marathon make 12.5 hp 965 rpm motor M & P WPIL make pump 151.2 m ³ /hr. 975 RPM, 2 hp Dewatering pump 1 nos for chamber	2	1	1
6	Alum / PAC Tank: CG make 1 hp. 1390 rpm motor Elecon make gear box :- Type 3 Nu , Ratio 30:1	3	3	--
7	Raw Water Pump House Aqua Make- SCF Pump, 1250 m ³ /hr. 1000 RPM, 10 m Head, 65 HP <ul style="list-style-type: none"> Sluice Valve: 500mm IVI Make, Actuator make- Rotork Kirloskar Make Transformer 500 KVA 1 No. HOT Crane- Indef make 1 Nos 	3 Nos	2	1
8	Bedi To Jubilee Pumphouse Aqua Make- SCF Pump, 835 m ³ /hr. 1500 RPM, 38 m Head, 160 HP <ul style="list-style-type: none"> Sluice Valve: 400mm IVI Make, Actuator make- Rotork Kirloskar Make Transformer 500 KVA 1 No. HOT Crane- Indef make 3 Tone, 1 Nos Dewatering MBH Make Pump- 3hp, 1 Nos 	3 Nos	2	1

9	Main Pumphouse <ul style="list-style-type: none"> WPIL Make- HSCF Pump, 782 m³/hr. 1500 RPM, 41 m Head Marathon Make Motor:- 154 HP 1484 RPM 	6	3	3
	<ul style="list-style-type: none"> Schneider make 11 KV VCB -800 AMP LT Panel with 6 Nos of ATS Starter(154hp) & 400 KVAR capacitor bank. RTCC Panel 2 nos, for 750 KVA Transformer Voltamp Make Transformer 750 KVA with OLTC EOT Crane- Moriss make 3 Tone, 1 Nos Dewatering Pump- 5hp, 1 Nos Dewatering Pump- 5hp, 1 Nos For GSR Flush Chamber 	2	1	1
	<ul style="list-style-type: none"> Flow meter :- KHRONE MARSHAL Make, 600 mm Full bore Eletro Magnetic type 	1	1	
10	Flow Meter: E+H make ultrasonic type- 2Nos , {1 for filter inlet, and 1 for ESR Supply} E+H Insertion type 1 Nos, {1 for GSR To ESR }	3	3	
11	Four Pole Structure with 3 set of D.O. fuses and GOAB with necessary accessories <ul style="list-style-type: none"> Change Over Switch 630amp (LT) For 500 KVA Transformer 	1	1	
12	12 KV Ring main Unit 630amp schnider make	1	1	
13	750 KVA Diesel Generator Set (with Canopy) Kirloskar Make. <ul style="list-style-type: none"> Change Over Switch 1250amp, 2 Nos, 800amp 1No. Power Distribution Board 4 Nos 	1	1	

Note:

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

Signature of Contractor with stamp

RAJKOT MUNICIPAL CORPORATION
Water works, East ZONE

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

Name of Work: PROVIDING MANPOWER FOR 2 YEAR OPERATION & PREVENTIVE MAINTENANCE AT BEDI WATER TREATMENT PLANT (50 MLD CAPACITY).

Sr. No	Details of Tools and Plants with Name (To be kept by the Agency during the period of contract)	Quantity.
1	6 mm to 52 mm size Fix Spanner Set	01 Set
2	6 mm to 52 mm size Ring Spanner Set	01 Set
3	6 mm to 38 mm size Box Spanner Set	01 Set
4	Pipe wrench of 24" and 36" size	01+01 No.
5	Screw Driver of size 6", 9" and 12"	2 Nos. each size
6	Insulated Pliers of 12" size	02 Nos.
7	Long Nose Plier 12"	02 Nos.
8	Adjustable screw spanner size 12" and 18"	01+01 No.
9	Hammer 1 Kg and 2 Kg	01+01 No.
10	Testers	02 Nos.
11	Chisels 12" x 6" (2 Nos. of each size)	02 Nos.
12	Hacksaw frame with Hacksaw blade	02 Nos.
13	Hand gloves for 11 KV, D.O. Rod and Tin coated D.O. Wire	01 Set
14	Phawara	03 Nos.
15	Bowls	03 Nos.
16	Trikam	03 Nos.
17	Plastic bucket 10 liters	04 Nos.
18	1/2" cord	30 Mtr.
19	Torch / Battery (Chargeable)	02 Nos.
20	Digital Multi meter with clamp on meter	01 No.
21	Blower	01 No.
22	Hydraulic Crimping Tool	01 No.

Note:

The tools should be arranged and kept in the cupboard by the agency.

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

Signature of Contractor with stamp

RAJKOT MUNICIPAL CORPORATION
Water works, East ZONE

SCHEDULE - D

Details of existing manpower (Skilled / Unskilled) available with the contractor

**Name of Work: PROVIDING MANPOWER FOR 2 YEAR OPERATION & PREVENTIVE
MAINTENANCE AT BEDI WATER TREATMENT PLANT (50 MLD CAPACITY).**

Sr No	Name of Semi Skilled / Unskilled personnel	Years of experience	Age

Note:

The contractor shall have to submit the details along with necessary documents as and when demanded.

Signature of Contractor with stamp

RAJKOT MUNICIPAL CORPORATION
Water works, East ZONE

SCHEDULE - E

Details of work on hand and work completed by the Contractor

Name of Work: PROVIDING MANPOWER FOR 2 YEAR OPERATION & PREVENTIVE MAINTENANCE AT BEDI WATER TREATMENT PLANT (50 MLD CAPACITY).

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

Note:

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

Signature of Contractor with stamp

RAJKOT MUNICIPAL CORPORATION
Water works, East ZONE

Name of Work: PROVIDING MANPOWER FOR 2 YEAR OPERATION & PREVENTIVE MAINTENANCE AT BEDI WATER TREATMENT PLANT (50 MLD CAPACITY).

Special Instruction to the tenderer

1. Tender fees are non-refundable.
2. The Earnest Money Deposit will be refunded to the bidders only after an award has been finalized.
3. All bidders must submit an Earnest Money Deposit in form of Demand draft only in favor of "Rajkot Municipal Corporation", Rajkot, from any Scheduled bank or Nationalized Bank in India.
4. 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 Bonds to the Owner as stipulated in this e - Tender documents within seven days.(7) days after receipt of notice of award of contract.
5. The Earnest Money Deposit of the successful Tenderer shall be returned after the performance guarantee bond, as required, is furnished by the contractor.
6. No interest shall be paid by the owner on any Tender guarantee.
7. The successful tenderer shall have to pay the security deposit at the rate of 5% of contract value or the estimate whichever is more in favour of "Rajkot Municipal Corporation" in terms of Fixed Deposit Receipt of Nationalized Bank, valid for the period of 30 months and enter into an agreement on stamp paper of ₹300/- as per prevailing norms under labour contract. It shall be incumbent on the Contractor to pay the stamp duty and the legal charges for the preparation of the contract agreement.

The performance guarantee (Security deposit) for the amount of 5% of the contract price, if submitted in the form of Bank guarantee then the contract document stamp duty shall be of Rs. 300. And if The performance guarantee (Security deposit) for the amount of 5% of the contract price, if submitted in the form of Demand Draft then the contract document stamp duty shall be of Rs.300. and if The performance guarantee (Security deposit) for the amount of 5% of the contract price, if submitted in the form of fixed deposit receipt of any Schedule Bank or Government securities then the contract document stamp duty shall be of 4.90% of the amount of the security deposit
8. Conditional tender or tender submitted in other way will be summarily rejected.
9. Complete tender must be submitted with sign & stamp on each page with reacquired documents for qualifying their technical bid in the physical form. (Without Price-Bid or Price), before last date for physical submission by Register AD / Speed post only.
10. Price bid must be submitted only by e-Tendering procedure.
11. Bid evaluation shall be done as per the pre-qualification criteria by the tender evaluation committee as per the documents submitted in physically within time limit & committee or commissioner's decision shall be bounding to the contractor.

12. Rajkot Municipal Corporation reserves its right to reject all or any of the tender without assigning any reason thereof.
13. In the event of dispute Commissioner's decision shall be bound to bidder or contractor.
14. Legal litigation shall be done only at the Rajkot Jurisdiction only.
15. The validity of the offer for the work shall be 120 (One hundred twenty) days from the date of opening of Price Bid.
16. This work contract is for the most essential service of Rajkot Municipal Corporation for Water Supply to citizens of Rajkot city, so contractor should very clearly understood that no man made mistakes or negligence in O&M shall be tolerated, in such condition decision of the Municipal Commissioner shall be bound to the concern contractor.
17. The Employer may propose an extension to the O & M Period by obtaining approval from competent authority.

The O & M period can be extended for 1 Year or mutually agreed time span /quantity of agreement at approve rate of agreement & contract agreement shall be deemed applicable for that extended period.
18. 1 % of labourCess will be deduct (if Applicable) from the Running bill of the contractor as per G R no. CWA/2004/841/M-3 Dt.30.01.2006 under the labour& employment department of Gov. of Gujarat.
19. No any other extra payment otherwise mentioned in this tender will be made towards any kind of tax or cases or leave which ever is in force or may be in future.

Special General Condition of the Contract.

1. The contractor shall depute the employees in each shift as per schedule.
2. This contract is for operation of filter plant /pumping station as well as routine operation & maintenance like; oiling, greasing, electric fault finding / repairing, tightening of loose connection in electric panel, motor & in the machinery of Filter Plants to be done. In this connection, necessary oil, grease, cotton waste, is to be used of required Company/Brand as per instructions of engineer-in-charge on site. The contractor at his own cost shall keep in stock and make use of necessary ring, fix spanner set, insulated plier, screw driver, tester, screw spanners as well as pipe spanners etc tools on the site as per Schedule-C. Agency should maintain job chart for O & M and submit report to I/C engineer weekly.
3. Any type of fault, repairing, failure of power supply shall be informed immediately to the competent authority. In case of closure/failure of power supply by PGVCL should also be informed and get complaint no. from PGVCL fault center in the respective area. During power failure at Filter Plant, D.G. set shall be in working. Agency's staff shall be capable for operation of D.G. set. Bedi staff shall have to inform to Aaji staff such a manner that D.G. set shall be in working condition throughout the contract period.
4. There is a H.T. RING MAIN UNIT is installed at Bedi filter plant. Agency's staff shall have to operate RMU for on/off PGVCL power at bedi plant.
5. D.O. fuses of Four pole & Two pole structure shall be reinstalled by agency's staff after blown up. G-7 card of PGVCL for this connection shall be maintained by

agency by actual reading. To get G-7 card from PGVCL & submit it to PGVCL after completion shall be in the scope of agency.

6. The contractor shall have to arrange for the Semi Skilled / unskilled staff as per tender requirement for operation of machinery of Filter Plant each shift and also avail their group insurance / work compensations policy with medical benefits. P.F./ESIC should be deposited with Government as per rules in force and same should be informed to the competent authority of this work.
7. The WTP /Filter Plant campus and machinery room should always be kept neat and clean.
8. All buildings, bathrooms and toilets shall be cleaned daily with water. In this connection, necessary acid, phenyl, air freshener, washing powder, brooms, wire brush, duster, bamboo, toilet soap, Cotton waste, shall have to provided by the contractor and make use of them as and when required. All ventilation, doors-windows should be cleaned and kept in good condition.
9. The contractor should not depute any person below 18 years for the work. Also, if the behaviour of any skilled / unskilled worker is found unsatisfactory, the contractor shall have to remove such worker from the work as may be instructed by Deputy Engineer (Mech., Elect.) / Addl. City Engineer either orally or in writing and if Higher officials refuse to continue any staff then in that case the contractor should not continue such staff for this work.

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

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

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

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

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

10. The contractor shall have to provide Dress code and Identity Cards to the staff deputed for this work as per the instruction. If and when required by the owner, the Contractor's personnel entering upon the owner's premises shall be properly identified.
11. The contractor shall have to depute experienced operator for operating the machinery and HT/LT panel. The successful tender at the time of entering into an agreement shall have to submit the details of the staff to be deployed for this work.
12. The contractor for their employees to be deputed for this work shall have to maintain Attendance Register, Salary Statement, Advance Statement, Penalty Statement and other Statements required as per the provisions of Labor Law. A format of Log Sheet will be provided by this office and the contractor shall have to prepare the log sheet accordingly.
13. On completion of time limit of the work, the contractor shall have to hand over the Filter Plant to Rajkot Municipal Corporation in fully working condition as per requirement. All the electrical, mechanical instrumentation (including standby) should be in working condition as per contract were awarded.

On completion of time limit of the work, the contractor shall have to hand over the Filter Plant to Rajkot Municipal Corporation in fully working condition as per requirement. All the electrical, mechanical instrumentation (including standby) should be in working condition as per contract were awarded.

Every De-watering/sludge pump/Openwell pump upto 5 H.P. capacity which hand over to contractor should be in working condition. By chance during contract period any De-watering/sludge pump/openwell pump upto 5 h.p., tube light, Indoor LED light fitting, Outdoor light fitting, Ceiling fan, Exhaust fan burnt out or became faulty, contractor shall have to repair. No any extra cost will be paid by corporation or corporation will repair said faulty equipments and RMC may deduct repairing charges from contractor's running bill.
14. Routine maintenance of Mechanical / Electrical machineries to be carried out by employees of contractor where major fault in any machinery like Pump, Starter control panel, Sluice valve, Gate Valve, Gear Boxes, DG set servicing, Transformer repairing etc shall be done by RMC through separate rate contract but regardless this contracted agency to take due care for operation of machinery with good industrial practice.

If the electrical, mechanical machinery needs to be taken away anywhere for the purpose of repair, the contractor shall have to make arrangement for loading and unloading of the same in the vehicle of Rajkot Municipal Corporation. After repairing of the same, unloading shall have to be carried out by the contractor as per instruction and at the place as instructed by the engineer-in-charge. No extra payment will be given for this work.
15. The contractor will be responsible for any incident of damage or injury to the staff during the work as well as the contractor will also be responsible for any claim etc. If the contractor fails to fulfill the claim to his staff for the injury or damage, Rajkot Municipal Corporation reserves the right to recover such amount of claim from the bill of contractor if the same is required to be fulfilled by Rajkot Municipal Corporation.
16. If any damage occurs to the machinery due to carelessness of the staff of the contractor, the contractor will have to bear the expense of repairing / replacement for the same. The competent authority will decide the responsibility of damage, which will be binding to the contractor.
17. The contractor shall have to avail W C policy for the employees under him.

18. Add City Engineer may order prior 7 day's for additional number of Skilled / semi skilled / unskilled labour as per the requirement of work on contracted site or any other Rmc's similar work site, which will be binding to the contractor and payment will be made as per operational pro-rate bases +10% contractor profit.
- If there is a any excess man power found during the contract period Add City Engineer will give 15 day's prior notice to the Contractor to remove such excess manpower from the work & payment deduction shall be made on pro-rate bases. (i.e. Min wage +10% Agency profit shall be deduct from R A Bill)
- If there is a any excess man power found during the contract period Add City Engineer will give 15 day's prior notice to the Contractor to remove such excess manpower from the work & payment deduction shall be made on pro-rate bases.(i.e Min wage shall be deduct from R.A. Bill)
19. The contractor shall have to provide mobile phone / landline phone at the concerned Filter Plant during the contract period & its number must be submit in written to the RMC.
20. The contractor shall remain present or authorize representative at the site of work.
21. If the contractor fails to carry out the work either partly or fully, Deputy Executive Engineer (Mech./ Elect.) of Rajkot Municipal Corporation will furnish notice to correct the same but even then if the contractor fails to do so, Rajkot Municipal Corporation will carry out the work at the risk and cost of the contractor by purchasing the material or Rajkot Municipal Corporation through other contractor or in any other way will carry out this work and the additional expenditure will be recovered from the contractor. If the work is carried out at the lower rates of the contractor then the contractor will not be entitled for any claim.
22. During the contract period employees deputed by the contractor go on strike and if there is be any damage to the material or property of Rajkot Municipal Corporation. Under such circumstances, if any dispute arises, the decision of Exe Engineer will be final and bound to the contractor. If Rajkot Municipal Corporation is required to incur any expenditure for this, the same will be recovered from the bill / Security deposit of the contractor.
23. The period of contract is for 2 (Two) year Rajkot Municipal Corporation reserves the right to terminate this contract at any time, for which, 15 day's notice will be given to the contractor.
24. The Municipal Commissioner reserves his rights to extend or terminate the contract period for reasonable time & extended time shall be bound to the concerned contractor.
25. The decision of Add City Engineer regarding operation & Maintenance of Water treatment Plant will be final and if the work is not completed as per oral or written instructions then Commissioner, Rajkot Municipal Corporation, Rajkot, reserves the right to terminate this contract.
26. On completion of the contract, the contractor shall have to return all goods, material in good condition to Rajkot Municipal Corporation. The amount deposited in terms of Security Deposit will be returned after three months of completion of work and after giving final bill to the contractor. But during this period, if any work or machinery of Filter Plantis found defective or damaged, contractor shall have to rectify the same satisfactorily. If the contractor fails to do so, Rajkot Municipal Corporation will recover such expenses from the security deposit of the contractor.
27. When the chlorine tonner or cylinder for chlorination gets empty, new tonner received should be unloaded by using new led washer and charge loading should

be done and the empty chlorine tonner should loaded in the vehicle of Rajkot Municipal Corporation. In this connection, necessary material will be provided by Rajkot Municipal Corporation.

28. Agency should have to check the resi. chlorine every hour and maintain log register. In case of chlorinator unit get faulty agency should have to informed immediately to concerned chemist.
29. The contractor will be responsible for all types of routine maintenance, preventive maintenance, and any other types of maintenance. The contractor will also be responsible for maintaining equipments day-to-day and periodic maintenance resulting into running of Filter Plant in good and efficient manner.
30. The agency/contractor must give chlorine safety training periodically to all staff and every new recruit staff.
31. If the leakage in any of the sluice valves and pumps are observed, graphite cord should be inserted and greasing should be done to stop the leakage. Graphite cord provided by contractor.
32. The payment towards bill of PGVCL will be done by Rajkot Municipal Corporation. The employees of contractor should take due care to avoid the expenditure towards penalty etc. Power factor shall be maintained around 0.99 , so that Rajkot municipal corporation can get extra benefit from bill. If there will be any penalty Levied by PGVCL due to poor power factor or Operation related matter, penalty will be deducted from contractor's bill.
33. In case of any dispute arising during the course of execution, the matter should be referred to Municipal Commissioner who will be sole Arbitrator whose decisions will be final and binding to the Contractor.
34. The employees / labors of the contractor will have no claim in Rajkot Municipal Corporation in any manner. Also, claim in any from the heirs of employees / labours will not be entertained.
35. The contractor will be responsible for any litigation arising out of any legal matter / petition / Labor Laws etc. for this work.
36. The contract is very important for providing water supply to the city of Rajkot. The contractor shall have to carry out the work of operation, maintenance and repairing very carefully and within the stipulated period of time and completely by implementation of tender conditions, specifications and instructions given from time to time. The instructions given to the contractor should be followed scrupulously.
37. The contractor will be fully responsible financially for this work for any new taxes levied by the State or Central Government or local Government.
38. As per the Labor Act, only eight hours work shall have to be taken from any of the employee and as such one and the same employee will not be permitted to work for two shifts. Weekly off shall have to be given to the employees as per the rules and arrangement for off reliever is to be done accordingly by the contractor.
39. The contractor shall have to arrange for all necessary skilled / unskilled staff for operation and maintenance of the Filter Plant. Any of the employee of contractor working in Filter Plant will not be treated as employee of Rajkot Municipal Corporation and also will not be entitled for submission of any claim or petition, for which, the legal responsibilities rests with the contractor.

40. Absence of man power or less man power found in Filter Plant during checking, penalty will be charged to contractor. Amount of penalty will be imposed as per the penalty clause.
41. The contractor needs to be contacted at any given time during 24 hours and as such the contractor shall have to provide his Mobile number, which shall have to be mentioned at the time of entering into an agreement.
42. The contractor shall have to submit the bills of PGVCL and Telephone bills to water works, East zone office room no 12, immediately. Also, it will be the responsibility of the contractor to see that the telephone is used only for the purpose of work of Rajkot Municipal Corporation. The amount of telephone bill for the work other than the work of Rajkot Municipal Corporation shall have to be paid by the contractor.
43. The contractor cannot sublet this work. If it is found that the contractor has sublet this work, this contract will be summarily terminated and legal action will be taken against the contractor. In this connection, the decision of Commissioner, Rajkot Municipal Corporation, Rajkot, will be final and binding to the contractor for this work. If the contract is terminated then Rajkot Municipal Corporation will carry out this work through other agency at the risk and cost of the contractor.

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

44. The contractor shall have to carry out the operation, maintenance and repairing work of the existing machinery in the filter plant, however, if any other machinery over and above is provided in the Filter Plant then the contractor shall have to carry out the operation, maintenance and repairing work of the said machinery also.
45. In case of any ambiguity found in specifications etc., the decision of Head of the department / Dy. Commissioner or Commissioner shall be final and bound to the contractor.
46. Maintain registers correctly with proper details such as; No. of hours of operation, Flow meter flow reading and totalizer reading, stock of diesel for D.G. set etc.
47. Check and clean whole D G set with canopy.
48. For D.G. set, check coolant water level in Radiator and distilled water level in battery. If water level in Radiator and Battery get reduced, water should be added and the level should be maintained. The coolant and distilled water should be arranged and procured by the agency at his own cost.
49. Contractor shall be responsible for operating all valves within pumping station premises & also to main intake / offtake valve of GSR sump outside of premises.
50. If necessary, in unavoidable circumstances, contractor shall operate valves outside Filter Plant premises also.

The contractor shall carry out the bed back wash as per the instructions of the concern RMC staff and Engineer in-charge.

51. Contractor shall give fully attendance to maintain ESR, GSR water level as per requirement. If level not maintain, contractor shall inform to Site Engineer in-charge Bedi-filter plant immediately.

52. As per Factory Act and as per the instructions of Factory Inspector, the Form-5, Form-7, Form-14, Form-18, Form-19, Form-23, Form-29 and Form-36 as well as Attendance Register, Salary Statement, Identity Card Register etc. for the employees on site should be prepared and maintained. The License fee as per Factory Act will be paid by Rajkot Municipal Corporation.
53. During the day of shut down, Clarifier, backwash sump, settle water channel, stilling chamber as well as sludge and algae on the wall of sludge thickener should be cleaned and solution of bleaching powder should be prepared and brushed on the wall as per the instruction of the competent authority, for which, bleaching powder will be provided by Rajkot Municipal Corporation.
54. The inner surface of clear water chamber should be cleaned with mild acid and detergent powder as per instruction of chemist as and when required.
55. The level of oil in the gear box of filter plant clarifier / turbines/ compressor should be checked as and when required. When the level of oil reduces or if oil is required to be replaced, the oil of Indian Oil Company "Servo mesh SP 320" or EE320 or Servo system 320, or 15W 40 the contractor at his own cost shall purchase the oil (any one out of three) from the Depot and replace in the presence of competent authority and also submit a Certificate from the supplier. The old oil removed from the gear box may be kept with agency and no need to deposit the same with the competent authority.
56. The level of oil in the blower shall have to be checked and if the level is found reduced, the oil tank should be filled with new oil and level should be maintained as and when necessary. Oil should be replaced as and when required by procuring the oil of Grade/Type 90 Number from I.O.C. Depot at the cost of Contractor. No extra payment for this will be made by Rajkot Municipal Corporation. The old oil removed from the tank may be kept with agency and no need to deposit the same with the competent authority.
57. In case of failure of screw and nut, sluice valves, plate valves, sluice valves / butterfly valves at the filter plant, that same shall have to be informed to the competent authority and maintenance of each valve should be done as and when required.

Litigation

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

INSURANCE

1 General Conditions

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

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

from the insurers shall be borne by the Contractor to the extent any such liability or damage is caused due any breach of any obligations of these Conditions (including failure of the Contractor to perform the O & M Services in accordance with the Good Operating Practices) by the Contractor or any willful misconduct, negligence on the part of the Contractor.

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

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

1.5 Contractor must purchase a valid Work Compensation insurance policy for their employee & its copy must be submitted to RMC.

1.6 The insurances shall:

(a) Shall be in the name of the Employer and the Employer shall be the sole loss payee,

(b) Shall be extended to cover liability for all loss and damage to the Employer's property arising out of the Contractor's performance of his obligations or failure to do so under these Conditions and any fraud, gross negligence or willful misconduct on his part, and If the Contractor Fails to effect and keep in force insurance which is required to be maintained under these Conditions, and the Employer neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which would have been recoverable pursuant to such insurance shall be paid by the Contractor.

1.7 The natural Calamity, Fire etc. Insurance shall be limited for Electrical/Mechanical equipments should be on Account of RMC "All Risk Type Policy" of manpower engaged to work by Tenderer should be on Account of Tenderer.

INDEMNIFICATION

7.1 Loss or Damage to Facilities

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

7.2 Other Loss or Damage

7.2.1 Except as otherwise stated in this Clause 7.2 or covered by Clause 7.3, the Contractor shall indemnify, defend and hold harmless the Employer against any and all liabilities, losses, damages and claims of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties or any employee of the Employer or the in respect of loss of or damage to any third party property or property belonging to employee of the Employer by: Any breach by the Contractor of its obligations hereunder; and

(ii) any negligence, willful default or breach of statutory duty on the part of Contractor.

7.2.2 Except as otherwise stated in this Clause 7.2 or covered by Clause 7.3, the Employer shall indemnify, defend and hold harmless the Contractor for all claims and losses of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or

death of third parties or of any person employed by the Contractor in respect of loss of or damage to any third party property or property belonging to any person employed by the Contractor to the extent that the same arises out of any Employer's Risk.

7.3 Accidents or Injury to Workmen

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

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

7.3.3 The total liability of the Contractor to the Employer, under or in connection with these Conditions other than as provided in Clause 7.3.2 & 14 shall not exceed the sum of the O & M Price and the Delay Damages payable under these Conditions. This Sub-Clause shall not limit liability of the Contractor in case of fraud, willful default, gross negligence and liabilities arising due to breach of Applicable Law and the liability under any other Clause of these Conditions that might impose a greater liability on the Contractor.

FORCE MAJEURE

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

(a) Which is beyond a Party's control

(b) Which such Party could not reasonably have provided against before entering into the O & M Contract,

(c) Which, having arisen, such Party could not reasonably have avoided or overcome, and

(d) Which is not attributable to the other Party.

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

(i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies,

(ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,

(iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor,

(iv) Ammunitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and

(v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity. Heavy rainfall, cyclone, strike and lockout.

12.1 Notice of Force Majeure

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

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

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

12.2 Duty to Minimize Delay

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

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

12.2.3 Notwithstanding anything else herein contained the Employer may terminate the O & M Contract if the Force Majeure event continues for more than a period of 90 days.

Penalty provisions:

1. Without consent of Engineer in-charge of RMC, or force Majeure contractor staff remains absent for more than 3 days, penalty charge will be imposed by Add city Engineer in the running bill as provided below.

Pump Operator : Rs.500/-Penalty/ Person Per Shift + Wages per person/Shift (As per approved tender rate OR Prevailing minimum wages whichever is higher)

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

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

Criteria Liquidate damages for termination of contract:

- a. When Total Liquidate damages shall exceed than 10% of the contract amount department can terminate the contract giving 8 Day's notice to contractor.
- b. In event of termination of contract, SD of the contractor shall be forfeited and department can make other suitable arrangement for the remaining work of contract on the risk & expense of contracted agency.
- c. The contractor whose contract has terminated such contractor shall not eligible to lift the tender under this office.
- d. In general L.D. 0.1 % of contract value per day and shall be subject to the maximum amount of 10 % of the estimated amount put to tender.

Mode of payment:

1. After satisfactory work completion running bill shall be prepared on monthly / Mutual Agree basis and payment will be made on availability of Funds. The contractors request for payment shall be made to RMC in writing accompanies by invoice along with presence sheet of personals of particular month duly certified by RMC Asst Eng. Or supervisor or engineer in-charge on site.

1. Employee Provident fund/ESIC receipt of past month. (If applicable.)
2. Monthly O&M report of Filter Plant as instructed by Engineer In-charge.

3. On the part of social responsibility towards employees of bidder contractor should pay Minimum wages & all other benefits like P F, Insurance, etc to his employees & for that purpose documentary evidence must be produce to RMC on demand.

Running bill shall be prepared according to Attached estimate:

- 1 No any other payment shall be made towards advance payment or Down payment or any other taxes, levies or cess what so ever by any Central Govt./ State Govt./ Local authority in force or may be in future.
- 2 Running bill shall be made as per the rules of RMC & its payments will be made as per the Rules of RMC at Time to Time.
- 3 If the any excess payment made to or any recovery from contractor by the RMC at any account shall be liable to be recovered from the amount payable to the contractor / supplier under this clause.
- 4 The RMC shall deduct from the amount payable to the Contractor, any amount paid by RMC on behalf of the Contractor e.g.(telephone bills, PGVCL penalty for Power factor or any other dues and liquidated damages as per clause and, as per tender terms and condition. Any excess telephone bills submitted by telephone department, the cost of bills will be borne by Contractor.)
- 5 Agency should maintain attendance register for the employees provided for each work & copy of register certified by agency & concern supervisor of RMC must be submit to RMC every month.
- 6 Number of employees to be provided may be vary time to time on the base of actual work load so payment shall be made on the bases of actual manpower provided as per the formula above. No minimum or maximum payment shall be made as guaranteed work.

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

Signature of Contractor with stamp

Assistant Engineer
Rajkot Muni. Corporation

Dy.Ex. Engineer
Rajkot Muni. Corporation

Add City Engineer
Rajkot Muni. Corporation

(Must be submitted on the separate letter head of bidder)

**To,
Additional City Engineer,
Water Works Department
Rajkot Municipal Corporation,
Rajkot.**

UNDERTAKING

- 1) I/We undertake that our agency/firm/partners etc. will strictly follow all government rules/Laws which are applicable for workers/staffs/labors shift duties, working hours, PF and ESI etc. in all respect. Also we further assure that I/We shall comply all applicable rules amendments which will be enforced by any government authority during contract period. If any violation occurs in this regards then I/We shall remains solely responsible.
- 2) I/We undertake that our agency/firm/partners etc. will strictly operate and utilized all Work premises for RMC tender and contract agreement purpose. No any other activity shall be carried out at site by I/We our staff and outsider Third person which is against any government law and intense for crime or violation of any government rules or regulation. I/We further assure that the complete Custody and Security of work point shall be our responsibility. If such activity/Violation/premises use is occur in any regards at site then I/We shall remains solely responsible for it. I/We are bound to take immediately actions to stop such activity/Violation/premises use at site.
- 3) I/We undertake that our agency/firm/partners/staff etc. will obediently follow all oral/written/telephonic instruction issued by all concern department staff and shall not enforced any RMC official by any way for any kind of purposed which is affecting operation and maintenance work/tender/contract agreement.

Signature of Contractor/Prop writer/Partners with seal.

DECLARATION FOR NOT BLACK LISTED OR TERMINATED OR DEBARRED
(Notarized Affidavit)

Note: The Declaration submitted earlier to this office will not be considered as such a fresh original Declaration, shall have to be done as on the milestone dates of this tender document.

(Declaration to be submitted on duly notarized On **Rs.300/-** Non-Judicial Stamp paper)

Declaration

I/We _____ hereby declare that I/We am/are not partner(s) of Black Listed / Terminated / Debarred/ Suspended or connected with firm black listed in any States, CPWD / MES / Railways or any Govt. Semi-Govt, Autonomous Body or Pvt. Body. Also no complaint is lodged against the Firm / Company.

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

I/We _____ hereby declare that all the documents submitted along with this tender are correct and genuine in every manner.

I/We, the partners of this firm, hereby give an undertaking that I/We am/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 works entrusted to us.

Date:-

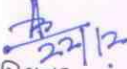
Place:-

Signature of Contractor with stamp

પરિપત્ર:-

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

ઉપરોક્ત બાબતનો અમલ તાત્કાલિક અસરથી કરવો.


કમિશનર

રાજકોટ મહાનગરપાલિકા

નકલ રવાના :- (જાણ અર્થે)

- નાયબ કમિશનરશ્રીઓ (તમામ)

નકલ જાણ તથા અમલવારી અર્થે :-

- સહાયક કમિશનરશ્રીઓ (તમામ)

- શાખાધિકારીશ્રીઓ (તમામ)

૨.૧૧.૮/૮/૧૩૨

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

હુકમ :-

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

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

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

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

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

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

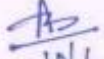
(૨) તમામ ટેન્ડરોનાં કિસ્સાઓમાં સંબંધિત ખરી નકલમાં રજુ થયેલ તમામ ડોક્યુમેન્ટ્સની મુળ (ઓરીજીનલ) નકલ મંગાવી તેની ખરી નકલની ચકાસણી ફરજિયાતપણે સંબંધિત ડી.ઈ.ઈ.શ્રી તથા મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ કરવાની રહેશે. જે મુળ નકલ સાથે વેરીફાઇ કર્યાની સહી ફરજિયાતપણે દરેક ખરી નકલમાં સંબંધિત ડી.ઈ.ઈ.શ્રી / મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ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

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

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

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

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


કમિશ્નર

રાજકોટ મહાનગર સેવાસદન

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

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