

RAJKOT MUNICIPAL CORPORATION

Water Works Project
E-Tender No. RMC/WW-PROJECT/WW/WZ/03

Technical Bid Vol -1



: Name of work:

Two-year rate contract for the to & fro transportation of liquid Chlorine toners and cylinders between Rajkot and GACL (Baroda)

YEAR 2023-24

::Milestone dates of e-Tendering::		
1.	Downloading of e-Tender documents	08-02-2024 to 28-02-2024 up to 17.00 Hrs.
2.	Online submission of e-Tender	28-02-2024 up to 18.00 Hrs.
3.	Physical submission of EMD, Tender fee, Documents required for pre- qualification and other necessary documents. (By Reg. AD/Speed post only)	01-03-2024 up to 18.00 Hrs
4.	Opening of online Primary Bid (Technical Bid) and Verification of submitted documents (EMD, Tender fee, Documents required for pre- qualification and other necessary documents.	02-03-2024 at 10.30 Hours onwards (if possible)
5.	Opening of online Commercial Bid. (Price Bid) for technically qualified bidders only.	05-03-2024 at 10.30 Hrs. onwards (if possible)
6.	Bid Validity	One hundred eighty (180) calendar days

For further particulars, visit us on www.tender.nprocure.com

Addl. City Engineer
Water Works Project
Room No.12, (West Zone Office)
Shree Harisinhji Gohil Bhavan, 150 Feet Ring Road,
Rajkot Municipal Corporation
RAJKOT - 360 005.
Phone no. 9624718189
E mail – cbmori@rmc.gov.in

RAJKOT MUNICIPAL CORPORATION

Water Works – Project

E - TENDER NOTICE

The e-Tender is invited with two bid system (Technical bid and Price bid) by Water Works, Rajkot Municipal Corporation, from the Experienced contractors for the following work:

Sr No	Name of work	a) Estimated Amount b) Amount of EMD c) Tender Fee d) Time limit for completion of work
1.	Two year rate contract for the to & fro transportation of liquid Chlorine toners and cylinders between Rajkot and GACL (Baroda)	a) Rs. 99,97,325.00 b) Rs. 3,00,000.00 c) Rs. 3,000.00 d) 24 Months

::Milestone dates of e-Tendering::		
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6.	Bid Validity	One hundred eighty (180) calendar days
For further particulars, visit us on " www.tender.nprocure.com "		

1. All bidders must submit tender fee and bid security in person at the below mentioned address with physical technical bid in form of Demand draft in favor of "Rajkot Municipal Corporation", Rajkot, from any Nationalized Bank or Scheduled bank (except Co-operative Bank) in India **as per Bank list of latest GR of Finance dept.** The address proof and identity proof shall have to be submitted along with physical submission of required documents. Technical bid must be submitted by Reg. AD/Speed post only.

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2. **The pre-qualification requirement is as under:**

a. **Financial Criteria:**

- i. The bidder shall have the financial capability and having an average annual turnover of last seven years, ending 31st March of the previous financial year (i.e. 2022-23), should not be less than 50% of the estimated tender cost of one year. Bidder shall have to enclose reports on its financial standing, such as profit and loss statements and auditor's reports, for the last seven financial years.
- ii. Working capital (to be demonstrated by the bidder in form of confirmed credit line from reputed Bank or the bidder's own audited financial statement taking into account current commitment) should not be less than 25% of the estimated tender cost of one year.
- iii. Bidder shall have a solvency equal to or more than 2.00 lacs certified banker's statement OF Current Financial Year shall be attached.
- iv. Available Bid Capacity-ABC must be more than the estimated tender cost.

Note : Available Bid Capacity (ABC) will be derived by the following method:

ABC is calculated as $ABC = (2 \times A \times N) - B$

Where,

- A = Maximum value of works executed in any one year during the last seven 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.)

- v. In financial criteria, enhancement factor at the rate of 10 % per year will be applicable to derive enhanced financial amount at current financial year.

b. Experience Criteria:

The bidder should possess following minimum work experience:

Bidder should have successfully completed One work of similar nature of 50 % or two works of 40 % tender amount (of one year) completed in last Seven years (i.e. Transportation of hazardous chemicals)

- c. Original Certificates of the same shall be produced for verification on demand by employer, failing which, will result in to rejection of tender
- d. For the purpose of bid evaluation, the owner/owner's representatives if feel necessary to visit WTP / Pumping station as mentioned above by the bidder, the bidder shall make necessary arrangements/approvals for the same. Cost for the same shall be borne by the bidder

Note: Enhancement factor at 10% per year for last Seven years will be applicable to arrive annual turnover and finalize the magnitude of work done / Experience criteria evaluation in last seven years

3. **The agency should not be Black Listed / Terminated / Debarred 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 Rs. 300.**

4. **Notarized /self-attested copy of Registration certificates/Documents as following must be physically submit with authorized sign & stamp on each page of Technical bid document:**

- a. The Chartered Accountant's audited financial report for last seven years for financial strength of the bidder
- b. Solvency certificate from any Nationalized or Schedule bank (Except co-operative bank)
- c. Experience certificates regarding this work issued by competent authority (Central / State /ULB/PSU of Government), not below rank of Class-1.
- d. Working capital certificate authorized by chartered accountant
- e. An average Annual Turnover of last seven financial year not less than 50% of Tender amount of one year (i.e. not less than 25.00 lakh)
- f. Working Capital not less than 25% of Tender amount of one year (i.e. not less than 12.5 lakh)
- g. Solvency certificate, not less than Rs. 12.00 lakh, from any Nationalize or Schedule Bank (except Co-operative Bank)
- h. Bidder should possess minimum (01-One) Truck of 12990 Kg. GVW capacity (or suitable vehicle) with valid RTO passing and fitness certificate under their name.
- i. Bidder should have a Professional Tax registration certificate.
- j. The agency should have adequate no. tools, safety kits and staff.
- k. PAN card details
- l. Provident Fund Registration certificate

5. The bidder should provide accurate information on any litigation history or arbitration resulting from contracts completed or under execution by him over the last ten years. This should also include such cases, which are in process / progress. A consistent history of awards against the bidder may result in failure of the bid. In case the bidder has not provided such information and has come to the notice of the authority, the tender will be rejected at what so ever stage and in such case all the losses that will arise due to this issue will be recovered from the tenderer / bidder and any dispute in this regard will not be entertained by Rajkot Municipal Corporation.
6. Rajkot Municipal Corporation reserve the right (i) to change, alter or to waive any technical or commercial terms, condition and qualification (ii) to reject all the bids or any bid in part or full without assigning any reason whatsoever (iii) for making changes / relaxation in eligibility criteria at any time in the interest of the public. The bidder shall have no cause of action or claim against the Rajkot Municipal Corporation or its Officers / Employee's successor or assignee for rejection of his tender/bid.
7. After opening of Technical Bid, the procedure for the pre-qualification shall be adopted and the Price Bid of only successful qualified bidder shall be opened for final evaluation of the contract. The decision of Municipal Commissioner regarding the pre-qualification shall be final and binding to all the bidders.
8. The Tender of those bidder(s) who fail to submit the required documents physically within the stipulated date and time will be treated as non-responsive and their Price Bid will not be opened.
9. Joint Venture is not allowed.
10. The experience of sub-contractor/back-to-back work shall not be considered.
11. Conditional Tenders will be out rightly rejected.
12. Commissioner, Rajkot Municipal Corporation reserves the right of accept/reject any or all the e-tender(s) without assigning any reasons thereof.

**Add. City Engineer
Rajkot Municipal Corporation**

1: INTRODUCTION

Rajkot Municipal Corporation caters appx. 400 MLD of water to the citizens of Rajkot city widely spread in around 170 Sq. km. area, through its Six WTP(s), Eighteen Pumping Station(s) and Five Swimming Pool(s).

Chlorine is being used as the main disinfectant in the water supply system. To enhance the effective chlorination and to ensure the optimum level of free residual chlorine, up to the consumer end, chlorinator(s) of various capacities are installed in the entire system.

For this Chlorination system, liquid Chlorine is supplied by Gujarat Alkalies & Chemicals Ltd., Vadodara (Ex - Factory) in the containers (i.e. Tonners and Cylinders) The empty Chlorine containers are to be loaded from various WTP's and Pumping stations and carried to the GACL premises. The filled Chlorine containers are to be unloaded at various sites of Rajkot Municipal Corporation, as per the need.

This work is to be carried out for the To and Fro Transportation of Chlorine containers (Rajkot - Baroda - Rajkot) at Head-works of Water-works (West Zone) of Rajkot Municipal Corporation, Rajkot. The details of Head-works are as per following:

Sr. No.	Name	Location
1.	Nyari WTP	Kalavad Road
2.	Raiydahar WTP (Phase I/II)	Raiyadhar
3.	Ghanteshwar WTP	Jamnagar Road
4.	Aji WTP	Bhavnagar Road, Near Aji Dam Chowkdi
5.	Bedi WTP	Morbi Road
6.	Ribada WTP	Near Ribada village
7.	GETCO WTP	Near GETCO Chowkadi

The contractor shall have to carry out the work as per tender specifications and good engineering practices for 2 years from the date of issue of Work Order.

2 : INFORMATION TO THE BIDDERS

:: INFORMATION TO THE TENDERER ::		
1	Tender validity period	180 (one hundred eighty) calendar days
2	Amount of tender security bond (E.M.D)	Rs. 3,00,000.00
3	Time of completion	24 (Twenty - Four) months from notice from the issuance of Work-order
4	Remarks	Municipal Commissioner reserves the right to reduce or enhance scope of work and entrust to any other agency without assigning any reason.

Signature of Contractor

3 : TENDER DECLARATION FORM

To
The Municipal Commissioner
Rajkot Municipal Corporation
Rajkot.

Two year rate contract for the To & Fro transportation of liquid Chlorine toners and cylinders between
Rajkot and GACL (Baroda)

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, Instructions to Bidder, Conditions of Contract, special conditions of contract, Appendices, Specifications, Schedule of quantities 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 the work within the time specified all in accordance with the specifications, designs, drawings 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 the 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 where of I/We bind myself/ourselves to forfeit the 'Earnest Money Deposit'.

I/We understand that if I/We shall not enter in agreement within ten days from the date of receipt of letter of acceptance, the Employer will forfeit the earnest money paid by me/us and take necessary action as deemed fit.

I/We have enclosed a Demand draft / Cash deposit receipt as an "**Earnest Money Deposit**" for the sum of Rs.3,00,000.00 the full value of which is to be absolutely forfeited to the Employer should I/We fail to commence the works specified. Otherwise the said sum shall be retained by the Employer 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 am/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, GST, all the taxes and duties as applicable.

I/we agree that our rates are firm and fix without any price variations however the statutory variation, if any, will be on account of Employer.

Yours faithfully,

Signature of Contractor
Date: _____

Address:

CONTRACTOR.....

EMPLOYER.....

APPENDIX – A

STATEMENT OF FINANCIAL PARAMETERS

1. Annual turnover for last financial seven years

Financial year	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	Average of last Seven years
Turnover Rs.In Lacs								

2. Working Capital

Working Capital As on date:-31/03/2023	Rs.
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Note:

The bidder shall have to submit the copies of Summary of Audited Report or certificate of Chartered Accountant for last seven Financial Years. The bidder shall also have to submit the Certificate regarding Turnover and Working Capital from the registered Chartered Accountant.

Signature of Contractor

APPENDIX – B

INFORMATION REGARDING FINANCIAL CAPACITY OF THE TENDERER.

Sr. No.	Details	Amount in	Details to be furnished	Submitted Yes/N	Remarks
1	Earnest Money Deposit				EMD Details as per tender.
2.	Solvency Certificates				Solvency Certificate for all bidder of current financial year from the collector of the district within which he resides or a Banker's Certificate as per tender.
3.	Experience Certificate				Experience certificates regarding this work issued by competent authority, not below rank of Class-1.
4.	Annual average turnover for last Seven Financial Years. With Working capital certification.				Certificates duly signed and stamped from CA shall be attached with this schedule along with the audited balance sheets for the last Five financial years as per tender.
8.	A certified copy of power of attorney				

Note:

No Deviation with respect to technical guaranteed parameters and commercial terms shall be acceptable.

Signature of the Tenderer with stamp:

Company's seal:

Name:

Date:

APPENDIX – C

BID CAPACITY

The Contractor shall furnish the schedule for capacity in the following format for this work.

I. Annual average turnover for last Seven financial years (A):			
Financial Years: 2016-2017 To 2022-2023 Average :			
II. Value of work the existing commitments and on-going works to be completed during the next one year (B):			
Name of work in progress			
Note : Available Bid Capacity-ABC must be more than the estimated tender cost. 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 seven 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.)			

Signatures of the Tenderer with stamp

Company's Seal:

Name:

Date:

APPENDIX – D

**DETAILS OF THE WORKS OF SIMILAR TYPE AND MAGNITUDE CARRIED OUT BY
THE TENDERER DURING LAST SEVEN YEARS PERIOD**

Sr. No.	Name of Work	Place and State	Tendered Cost	Date of start	Date of Completion		Principal Features
					Prescribed date of completion	Actual date of completion	
1.							
2.							
3.							
4.							

Note: Copy of original certificates duly notarized (original notarized copy) in support of above requirements shall be enclosed in hard copy for verification, certified by the respective employer or his authorized representative, not below the rank of an Executive Engineer or equivalent. Original Certificates of the same shall be produced for verification on demand by employer, failing which, will result in to rejection of tender.
If required separate sheet can be used for more details.

Signatures of the Tenderer with stamp
Name:

Company's seal:
Date:

APPENDIX – E
WORKS FOR WHICH BIDS ALREADY SUBMITTED

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

Signature of Contractor

APPENDIX – F
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 Employer	Value of Contract Rupees in Lakhs	Stipulated period of completion	Value of works remaining to be completed	Anticipated date of completion.

Signature of Contractor

Note: Correct details of work on hand to be furnished. In case of hiding / not showing of the details of work on hand, contractor shall not be considered technically qualified and their price bid will not be opened.
 If required separate sheet can be used for more details.

APPENDIX – G

DETAILS OF TECHNICAL PERSONNEL WITH TENDERER WHO ARE PROPOSED FOR THIS CONTRACT.

Sr. No	Description of Category	Name	Qualification	Professional experience and details of works carried out	Since how long in service with tenderer	Remarks
1.						
2.						
3.						
4.						
5.						

Note: The complete bio-data of each personnel with qualification and experience shall be furnished separately along with this schedule.

Signature of the Tenderer with stamp
Company's seal:
Name:

Date:

APPENDIX – H
DETAILS OF THE EQUIPMENT IN POSSESSION OF THE CONTRACTOR AND
THE EQUIPMENT HE PROPOSES TO BRING TO THE SITE FOR THIS WORK

Sr. No.	Type and Description of the Equipment & Capacity	Age and Approximate Value	Numbers the Tenderer has in possession	Numbers he proposes to bring on to site.
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Tenderer hereby confirms that quantity and type of tools he will employ for execution will not be less than those listed and agree to bring more equipment, if so warranted in the opinion of the Engineer.

Signatures of the Tenderer with stamp
Company's seal:

Name:

Date:

APPENDIX – I

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

(Declaration to be submitted on Non-Judicial Stamp Paper of Rs. 300/-)

DECLARATION

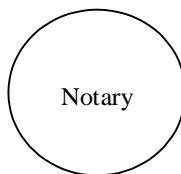
I / we _____ hereby declare that I /we am/are not partner(s) blacklisted/Terminated/Debarred or connected with firm black listed in any states, CPWD/MES/Railways or any Government, Semi Govt., Autonomous body, Private body, State Board, Corporations or Urban Authority, Also no complaint is lodged against the firm / Company.

I/We further undertake that if above declaration is proves to be wrong/incorrect r misleading, our Tender/Contract stands to be cancelled or terminate.

Date:

Place:

**Signature of Authorized
person of the
firm/Company**



**Application Form (A-1)
General
Information**

1.	Name of Applicant	
2.	Nationality of Applicant	
3.	Office Address Contact No. Telephone No. Mobile No. Fax No. E-mail Address	
4.	Year and location of establishment	
5.	The Applicant is a) An individual b) A proprietary firm c) A firm in partnership d) A limited company or Corp. (if a firm in partnership)	
6.	Attach the organization chart showing the structure of the organization including the names of the Directors and position of officers.	
7.	Number of years of experience a) As a Prime contractor (Contractor shouldering major responsibility) b) As sub-contractor (Specify main contractor)	
8.	For how many years has your organization been in business of similar work under it's present name? what were your fields when your organization was established?	
9.	Were you ever disqualified / considered ineligible for similar works?	
10	Whether any new fields were added to your organization? If, so, give details.	

11.	Were you ever required to suspend execution for period of more than Six months continuously after you started? If so, give the name of project and reasons	
12.	Whether you ever left the work awarded to you incomplete?(if so, give name of project and reasons for not completing work?	
13.	In how many of your projects penalties were imposed for delays? (Please give details)	
14.	Give details of equipment, if any.	
15.	Give details of your plans for sub-contracting if any, in terms of percentage	

Signatures of the Tenderer with stamp
Name of Company & Seal:

Name:

Date:

FORM OF CONTRACT AGREEMENT

:: AGREEMENT ::

This agreement is made on Date _____ between Addl City Engineer Water works, of Rajkot Municipal Corporation, , Rajkot. (Herein after called 'the employer') of the one part and M/s _____ (Herein after called as 'the contractor') of the other part.

Whereas the employer is desirous that certain work should be executed by the Contractor, viz, Two year rate contract for the to & fro transportation of liquid Chlorine toners and cylinders between Rajkot and GACL (Baroda) at the tender cost & as per (St com resolution no-_____). & Contractor had submitted Bank Guarantee / FDR of _____ Bank, having No: _____ of Rs. _____/- for validity of 02 Years as a defect liability security deposit for this work.

1. In this agreement words and the expression shall have the same meaning as are respectively assigned to them in the condition of the contracts hereinafter referred to the following documents shall be deemed as to form and be read construed as part of this agreement, viz-
 - a) The contract agreement.
 - b) The letter of acceptance.
 - c) Volumes of The Technical & price Bid.
 - d) Information to the bidder.
 - e) General conditions.
 - f) The specifications.
 - g) The schedules, Drawings.
 - h) Corrigendum.
2. In consideration of payment to be made by the employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the employer to execute and complete the work and remedy any defects therein conformity in all respects with the provisions of the contracts & tender bid.
3. The employer here by covenants to pay the contractor in consideration of the execution and completion of the work and remedying of defects therein the contracts price or such other sum as may become payable under the provision of the contract at the times and in the manner prescribed by the contract.
4. If time limit for this contract shall extended for suitable period on mutual consent at that time this agreement shall deemed valid for such extended period.
5. Total responsibility towards Employee's Provident Fund (E.P.F.) & Employee's State Insurance (E.S.I.) & all other statutory requirement for the employee engaged by the contractor under this contract shall on the part of contractor/bidder/employer. Rajkot Municipal Corporation will not be responsible/answerable for the E.P.F & E.S.I. of employee engaged by the contractor/ employer under this contract.

In witness thereof the parties here to have caused this agreement to be executed on the day and year first above mentioned.

Dt:

Place: Rajkot
Addl City Engineer (w.w.)
Water Works
Rajkot Municipal Corporation.

For. (Signature & common seal Contractor)
M/s,

Witness:

1. Corporator
Rajkot Municipal Corporation.
2. Corporator
Rajkot Municipal Corporation.

Seal of Rajkot Municipal Corporation

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

To: _____ (name of Employer)
_____ (address of Employer).

WHEREAS _____ (name and address of Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (name of Contract and brief description of Works) (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract; AND WHEREAS we have agreed to give the Contractor such as Bank Guarantee; NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you as principal obligator, on behalf of the Contractor, unconditionally and irrevocably guarantee the payment of an amount to total of Rs. _____ (amount of Guarantee) _____ (amount in words), such sum being payable in the types and proportions- of currencies in which the Contract Price is payable and we undertake to pay you upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the performance certificate.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank _____
Address _____
Date _____

INSTRUCTIONS

TO

TENDERER

INSTRUCTIONS TO TENDERER

IT-01 GENERAL:

The contract documents may be secured in accordance with the Notice Inviting Tender for the work called. The work shall include supply of materials and necessary installation and dismantling of the work.

IT-02 INVITATION TO TENDER:

The Rajkot Municipal Corporation here in after referred so as the Corporation will receive tenders for the work of as per the specifications and schedule of prices in the tender document. The tenders shall be opened in the office of the Add.city Engineer in the presence of tenderers or their representatives who are present. The Corporation reserves the right to reject the lowest or any other or all tenders or part of it which in the opinion of the Corporation does not appear to be in its best interest, and the tenderer shall have no cause of action or claim against the Corporation or its officers, employees, successors or assignees for rejection of his tender.

IT-03 LANGUAGE OF TENDER:

Tenders shall be submitted in English and all information in the tender shall also be in English.

IT-04 QUALIFICATIONS OF TENDERERS:

Specified in E-Tender notice.

IT-05 TENDER DOCUMENTS:

Tenderers to note last date and time of submission of Tenders. The prices shall have to be quoted online whereas the draft of tender fee as well as bid security and other technical documents are to be certified by self which are to be submitted in hard copy within 3(three) Days from the date of online submission of price bid. The documents to be submitted either by Speed Post or Registered Post at address mentioned in check list in the document.

IT 6. EXAMINATION BY BIDDERS

- A. At this own expense and prior to submitting his e-Tender, each Bidder 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 e-TENDER Documents, site & subsoil investigation.
- B. The e-Tender is invited on percentage rate on BOQ items and contractor shall have to quote his price in Price Schedule (Online). The works shall have to be completed in all respect as stated in the e-Tender document to the satisfaction of the Corporation.

C. The Contract Documents comprises as under:

e-TENDER Document:

Volume-I (Technical bid)

1. Notice inviting Bidders.
2. Information to the Bidder.
3. E-TENDER declaration form
4. Check list.
5. Instructions to the Bidder.
6. Formats
7. General conditions of contract
8. Technical specifications

Volume-II (Price bid)

- a. Information To Bidder
- b. Preamble to Price schedule
- c. Price Schedules

D. Copy of the E-TENDER Document should be completed, checked in a responsible manner, digitally signed, and submitted. Security Bond shall be submitted in person by the stipulate date, which shall form the e-Tender.

The e-Tender is required to complete with all the pages in which entries are required to be made by the Bidder are contained in the e-Tender documents and the Bidder shall not take out or add to or amend the text of any of the documents except in so far as may be necessary to comply with any addenda issued pursuant to Clause IT. 17 hereof.

IT-07 EARNEST MONEY DEPOSIT:

- A. Each tender must be accompanied by a receipt of deposit as tender guarantee in the form of Earnest Money of **Rs. 3,00,000.00** in the form of crossed Demand Draft of any any nationalized or Schedule Bank except co-operative banks acceptable to owner drawn in favor of the **Rajkot Municipal Corporation**, payable at Rajkot. The tender Bond shall be valid for a period of not less than 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 tender not accompanied by a tender guarantee in the form of Earnest Money Deposit by Bank Draft for the sum stipulated in the tender document will be summarily rejected.
- B. The Earnest Money Deposit will be refunded to the unsuccessful tenderers only after decision of work award.
- 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 Bonds" to the Owner as stipulated in this tender document within Fifteen (10) days after receipt of Notice of award of contract.

- D. The Earnest Money Deposit of the successful tenderer shall be returned after the performance guarantee bond, as required, is furnished by the contractor.
- E. No interest shall be paid by the owner on any tender guarantee.

IT-08 PREPARATION OF TENDER DOCUMENTS:

Tenderers are required to note the following while preparing the tender documents:

- A. Tender shall be submitted online in English. All appendices and statements shall be properly filled in. Numbers shall be stated both in words and in figures where so indicated, and the signature of all persons signing shall be in longhand.
- B. Percentage, prices, wordings and notations must be properly uploaded. 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. Hard copies of technical bid shall be accompanied by the prescribed 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 Commissioner only he is not obliged to give reason for his decision.
- E. Submission of tenders shall be online and will comply with the Notice Inviting Tenders as to place, date and time. Tenders and tender security shall be enclosed with the original copy of tender documents and shall be put in a sealed envelope.

IT-9 SUBMISSIONS OF TENDER DOCUMENTS:

Tenderers are requested to submit the Tender Documents on following lines:

The price bid shall be submitted online on or before due date and hard copies of technical bid and original DD of EMD and tender fee etc. shall have to be submitted within stipulated time period mentioned in e-tender notice.

The hard copies of documents should be submitted either by registered post/Speed Post only.

The time limit for receipt of tender shall strictly apply in all cases. The tenderers should therefore ensure that their tender is received by the competent authority (Rajkot Municipal Corporation) at the required place before expiry of the time limit. No delay on account of any cause for receipt of tender shall be entertained. Tenders received after the time limit is over will not be accepted and inadvertently accepted, will not be opened and will be returned unopened. Tenders which may get opened before the due date with no indication, having been given on the outside of the envelopes of containing a tender is liable to be rejected.

The tender must contain the name address and residence and place of business of the person or persons submitting the tender and must be signed and sealed by the tenderer with his usual signature.

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 a signature and designation of the person of person signing.

Tenders by Corporation / Companies must be signed with the legal names of the Corporation / Companies by the President / or by the Secretary or other person or person legally authorized to bind the Corporation / Company in the matter.

IT-10 TENDER VALIDITY PERIOD:

The validity period of the tender submitted for this work shall be of **180** Calendar days from the date of opening of the tender and that the tenderer shall not be allowed to withdraw or modify the tender offer on his own during the validity period. The tenderer will not be allowed to withdraw the tender or make any modifications or additions in the terms and conditions on his own tender. If this is done then the owner shall, without prejudice to any other right or remedy, be at liberty to reject the tender and forfeit the Earnest Money Deposit in full.

IT-11 GENERAL PERFORMANCE DATA:

Tenderers shall present all the information which sought for in the tender document in form of various schedules. Tenders may not be considered if every 'Blank' and the schedules are not property filled in before submission of the tender.

IT-12 SIGNING OF TENDER DOCUMENTS:

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

If the 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 Tender. A certified copy of the partnership deed, current addresses of all the partners of the firm shall also accompany the Tender.

If the 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 tender. Such Limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

Joint Venture is not permitted.

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 signatures in the tender document shall be dated.

JOINT VENTURE IS NOT PERMITTED.

IT-13 WITHDRAWAL OF TENDERS:

If during the tender validity period, the Tenderer withdraws his tender, the tender security (Earnest Money) shall be forfeited.

IT-14 INTERPRETATIONS OF TENDER DOCUMENTS:

Tenderers shall carefully examine the 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. Should a tenderer find discrepancies or omission from the specifications or other documents or should be in doubt as to their meaning, he should at once address query to the Deputy Engineer / Executive Engineer, Rajkot Municipal Corporation. Any resulting interpretation of the Tender will be issued to all Tenderers as Addendum.

IT-15 ERRORS AND DISCREPANCIES IN TENDERS:

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

IT-16 MODIFICATION OF DOCUMENTS:

Modification of specifications and extension of the closing date of the tender, if required, will be made by an Addendum. Copy of each Addendum will be uploaded on the website www.rmc.nprocure.com. These shall be signed and shall form a part of tender. The tenderer 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.

ADDENDA:

Addenda form part of the Contract Documents, and full consideration shall be given to all Addenda in the preparation of tender. Tenderers shall verify the number of Addenda issued, if any and acknowledge the receipt of all Addenda in the Tender. Failure to so acknowledge may cause the tender to be rejected.

- A. The owner of the in charge may issue Addenda to advise Tenderers of changed requirements. Such Addenda may modify previously issued Addenda.
- B. No Addendum may be issued after the time started in the Notice Inviting Tenders.

IT-17 TAX AND DUTIES ON MATERIALS:

Quoted price will be firm & fix with of all taxes, duties what so ever in force or may be imposed by Government in any manner shall be on account of bidder/Contracting agency. No price escalation or variation shall grant or paid by Rajkot municipal corporation.

IT-18 EVALUATION OF TENDERS:

In comparing tenders, the Corporation shall consider such factors as the time of completion, efficiency and reliability of construction method proposed, compliance with the specifications, relative quality, the operation, maintenance and replacement cost of structure and plant.

Evaluation criteria specifically mentioned in the specification will also be taken into consideration in the evaluation of tenders.

IT-19 TIME REQUIRED FOR COMPLETION:

The completion period mentioned in this schedule is to be reckoned from the date of firm work order to proceed. Total completion period is 10 Months from the date of issue of from work order to proceed and contractor should adhere to this completion time. Comprehensive maintenance shall be for the 24 Months.

IT-20 POLICY FOR TENDER UNDER CONSIDERATION:

Tender shall be termed under consideration from the opening of the tender until such time any official announcement or award is made.

While tenders are under consideration, tenderers and their representative or other interested parties are advised to refrain from contacting by any means any Corporation's personnel or representatives on matters related to the tenders under study. The Corporation representatives if necessary, will obtain clarification on 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 tender after tenders have been opened. This includes any post tender price revision. Non-compliance with his provision shall make the tender liable for rejection.

IT-21 PRICES AND PAYMENTS:

The tenderer must understand clearly that the prices quoted are for the total works or the part of the total works quoted for an include all costs due to materials labor, equipment's, supervision, other services, royalties, octroi, 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. Bidders 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 or tenders will be made during the tender validity period stated in the Notice Inviting Tenders.

- 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 in the Notice Inviting Tenders and shall furnish the Bond 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 Bond as required herein, the owner may annul his award and declare the 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 officer 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 tenderer shall be required to execute the contract agreement within 10 days of receipt of intimation to execute the contract, failing which the R.M.C. will be entitled to annul the award and forfeit the Earnest Money Deposit.

IT-25 DISQUALIFICATIONS:

A tender shall be disqualified and will not be taken for consideration if -

- a. The envelope does not show on the outside the reference of bid and thus gets opened before the due date of opening.
- b. The tender Security Deposit and tender fee is not deposited in full and in the manner as specified.
- c. The tender documents are not signed by an authorized person.
- d. Tenderer does not agree to payment terms defined as specified in tender document.

B. A tender may further be disqualified if,

- a. Price variation is proposed by the Tenderer on any principle other than those provided in the Tender Documents.
- b. Completion schedule offered is not consistent with the completion schedule defined and specified in tender document.
- c. The validity of tender is less than that mentioned in Tender document.
- d. Any of the page or pages of tender is / are removed or replaced.
- e. All corrections or posted slips are not initiated by tenderer.
- f. Any condition which affect the cost.
- g. After opening of the Technical Bid till final evaluation, if any agency will try to pressurize the evaluation committee through various means. The offer of such bidder will be found non-responsive and he will not be entitled to quote their prices in any of the tender of Rajkot Municipal Corporation for the period of 3 years.

IT-26 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** for a period of 30 Months From Date of Work order Given 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 one of the forms mentioned below:

- a. In form of demand draft payable at RAJKOT of any Nationalized or Scheduled Bank in favor of RAJKOT MUNICIPAL CORPORATION.
- b. A fixed deposit receipt or Bank Guarantee of any Nationalized or Scheduled Bank other than Co-operative Bank or Government securities duly endorsed in favor of the "Rajkot Municipal Corporation".

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 IS OVER.

IT-27 STAMP DUTY:

The successful Tenderer shall have to enter into an agreement on a non- judicial stamp paper as per stamp duty act in the prescribed form of the agreement approved by the Corporation. The cost of stamp paper and adhesive stamp shall be borne by the contractor.

IT-28 DELETED

IT-29 NON-TRANSFERABLE:

Tender documents are not transferable.

IT-30 COST OF TENDERING:

The owner will not defray expense incurred by tenderers in tendering.

IT-31 EFFECT OF TENDER:

The tender for the work shall remain in force for a period of 180 calendar days from the date of opening of the 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 modifications or additions in the terms and conditions of his own tender, then the Corporation shall, without prejudice to any other right or remedy, be at liberty to reject the tender and forfeit the earnest money in full.

IT-32 CHANGE IN QUANTITY:

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

IT-33 NEW 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.

IT-34 RIGHTS RESERVED:

The owner further reserves the right to reject any or all tenders, to waive any information or irregularity in any tender without assigning any reason.

The owner further reserves the right to withhold issue of work order even after agreement and no additional 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.

IT-35 Municipal Commissioner reserve right to reduce the scope of work and split the tender on two or more parts without assigning any reason even after the awards of contract.

IT-36 No mobilization advance or advance on machinery will be given.

IT 37 CONDITIONAL e-TENDERS

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

IT 38 Deleted

IT 39 PROFESSIONAL TAX

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

Signature of Contractor

Addl CITY ENGINEER
Rajkot Municipal Corporation

**GENERAL
CONDITIONS
OF
CONTRACT**

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GC-01 DEFINITIONS AND INTERPRETATIONS :

- 1.0 In the contract (as here in after defined) the following words and expressions shall, unless repugnant to the subject or context thereof, have the following means 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 e-Tender has been accepted by the Owner and includes the Contractors legal representative, his successors and permitted assigned.
- 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 for 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 "Addenda" 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 agreement between the parties for the execution of works including therein 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 pertains to the method and manner of performing the work, to the quantities and qualities of the work and the materials 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 other Country applied in Indian as a matter of standard engineering practice and approved in writing by the Engineer-In-Charge with or without 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 works 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 labor 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.
- 1.16 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.
- 1.17 The "Temporary Work" shall mean all temporary works of every kind required in or about the execution, completion and maintenance of the work.
- 1.18 "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.
- 1.19 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 forming part of the permanent work.
- 1.20 "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.
- 1.21 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.
- 1.22 "Final Test Certificate" shall mean the final test certificate issued by the owner within the provisions of the contract.
- 1.23 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.
- 1.24 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.
- 1.25 "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.
- 1.26 "Approved" shall mean approved in writing including subsequent confirmation in writing of previous verbal approval and "Approval" means approved in writing including as aforesaid.
- 1.27 "Letter of Acceptance" shall mean intimation by a letter to Tenderer that his e-Tender has been accepted in accordance with the provisions contained therein.

- 1.28 "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.
- 1.29 "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 materials to be incorporated in the work.
- 1.30 "Security Deposit" shall mean the deposit to be held by the owner as security for the due performance of the contractual obligations.
- 1.31 The "Appointing Authority" for the purpose of Arbitration shall be the Municipal Commissioner, Rajkot Municipal Corporation.
- 1.32. "Retention Money" shall mean the money retained from R.A.Bills for the due completion of the "LET WORKS".
- 1.33 Unless otherwise specifically stated, the masculine gender 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 at various premises of RMC as specified in tender which are city area & in the periphery of RMC Limits. 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. Also work is to be carried out in residential area and as such excavation will be carried out in hard rock with controlled blasting and at low charge.

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 labor etc. for the execution of the work.

All material that go with the work shall be approved by the Engineer-In- Charge prior to procurement and use.

Power Supply:

If RMC have power connection on site contractor can use power for the installation work otherwise The Contractor shall make his own arrangement at his cost for power supply during installation.

GC-04 RULING LANGUAGE:

The language according to which the contract shall be construed and interpreted shall be English. 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 materials shall be given in metric units only.

GC-05 INTERPRETATION OF CONTRACT DOCUMENT:

1. The provision of the General conditions of Contract and Special Conditions shall prevail over those of any other documents of the contract unless specifically provided otherwise, should have there been any discrepancy, inconsistency, error or omission in the 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 case shall be final and binding to the Contractor.
2. The headings and the marginal notes to the clause of these General Conditions of Contract or to the specifications or to any other part of e- 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 or be used in the interpretation or construction of the contract.

3. 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.
4. 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.
5. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of the special conditions of contract shall be deemed to over ride the provisions of General Conditions of Contract to the extent of each repugnancy of variance.
6. 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.
7. Contractor to Collect His Own Information - The details given in the e-Tender rearranged making necessary investigations for framing an estimate. However, when the work is being executed, changes in soil conditions are likely to be met with in view of the formation of soil, strata in Rajkot District. It is, therefore, desirable that the Contractor makes his own investigations or additional investigations as may be required for correctly assessing the cost of different items of work and submit his 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.
8. He is deemed to have know the scope, nature and magnitude of the work and the requirements of materials and labor 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 conditions 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-scale 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 supercede 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 there upon, 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 Indian Standard Institution shall apply.

GC-10 PERFORMANCE GUARANTEE (SECURITY DEPOSIT):

1. The Contractor must deposit the full amount of 5 % percent of security deposit within ten days of receipt by him of the notification accepting the e-Tender in the form as aforesaid.
2. If the Contractor, or their employees 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 representative shall, at all time during the usual working hours and all times when so notified, remain present to receive orders and instructions. The Employer/Client may check the operation of the Facilities or designate an organization of his choice to carry out inspections regularly for this purpose.

Orders given to Contractor's representative 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 covering 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 arrangement 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 of 24 Months from the date of issue of Completion Certificate. 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 materials 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 sums 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 do not fulfill the requirements of contract (all such materials being herein after called defects in this clause) he shall, as soon as reasonably practicably, give notice to Contractor in writing of the said defect 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.

The time of completion of works 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 case shall be final and binding.

GC-14 PROGRAMME:

The time allowed for execution of works 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 e-Tender shall indicate in the construction schedule his programme of execution of work commencement with the total time 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 e-Tender documents. The Engineer-In-Charge upon scrutiny of such submitted programme by Contractor, shall examine suitability of it to the requirement of contract and suggest modifications, if found necessary.

**GC-15 SUB-LETTING OF WORK:
Sub-letting of this work is not allowed.**

**GC-16 SUB-CONTRACTS FOR TEMPORARY WORKS ETC. :
Deleted**

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 e-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 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 and in any case before expiry of the contract period.

If it is found that the work has not been started due to the unavailability of site or Any Other reason Granted By RMC Official , then that period will be considered as Non-working period.

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 e-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 delay subject to maximum of 10% of the contract value 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 OF 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.

1. To rescind the contract (of which recession notice in writing to the contractor under the hand of the owner 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.
2. To employ labor and to supply materials to carry put the balance work debiting Contractor with the cost of labor 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 above to cover 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.
3. 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 agreements or made any advance on account of or 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 rates 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 owner shall for any reasons whatsoever not require the whole work or part thereof as specified in the e-Tender 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 reasons 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 owner 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 where under, the reconstituted 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 contravention of subletting clause hereof and the same action may be taken and the same consequence shall ensure 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 owner 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 guarantees 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 office shall remain open at all reasonable hours to receive information, notices or other communications.

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

1. The Contractor on award of the work shall name and depute a qualified Engineer having experience of carrying out work of similar nature, whom equipment, 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 works 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 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.

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:
DELETED**

GC-30 POWER OF ATTORNEY:

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, labor, materials or things, or
- (vi) Commit breach of any other provisions 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 of attorney 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 terms 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 reason of 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, materials 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. 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 Contractors 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 is 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 interests shall be determined by the Engineer-In-Charge to secure the completion of various portions of the work in general harmony.

GC-35 PRICE ADJUSTMENTS:

No adjustment in price 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 DELETED

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's payable by the Contractor to establish commercial or selling agent for the purpose of securing business.
- ii) No officer, employer or agent of the Corporation shall be admitted to any share or part of this contract or to any benefit that may rise there from.

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. 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 cost of contractor.

GC-41 DEFAULT OF CONTRACTOR:

1. The Corporation may upon written notice of default to the Contractor to 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.
- 2. 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 deem appropriate, plant 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.
- 3. If this contract is terminated as provided in this paragraph GC-30 (Power of Attorney) 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.
- 4. 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 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 the notice referred to in such article 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:

Works hand 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 LAWS GOVERNING THE CONTRACT:

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.

GC-46 OVER PAYMENT AND UNDER PAYMENT:

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 examinations 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 before an Arbitrator, appointed under Article GC-49 (Arbitration) of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award. If as a result of such audit and technical examinations any over payment 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 under payment 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 (Arbitration).

GC-48 DISPUTES OF DIFFERENCES 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 decision shall be final and binding upon both parties. The contract and work on contract if not already breached or abandoned shall proceed normally unless and until the same shall be revised (or uphold) by any arbitration proceedings as hereinafter provided. Such decisions shall be final and binding on the Engineer-In-Charge and the Contractor unless the Contractor shall require the matter to be referred to an Arbitration panel as hereinafter provided.

GC-49 ARBITRATION:

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

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 ten (10) 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 period 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 / pandemic, earthquake or similar occurrence in any part of the world beyond the control of either party which affects 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 provisions of this article use his best endeavors 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 owner shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or undivided family business concern 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 works 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:
Deleted

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 process to be practiced or employed in the performance of this contract agrees 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, process methods to be supplied in hereunder. Contractor agrees 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. 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 owner 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 labor 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. **The completion period is including monsoon period.**

GC-58 WORK ON SUNDAYS AND HOLIDAYS:

No work except curing 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 laborers do not remain idle. The owner will not be responsible for idle labor of the Contractor. The Contractor shall submit to the owner progress report every week. The details and Performa of the report will be as per mutual agreement.

GC-60 DRAWINGS TO BE SUPPLIED BY THE OWNER:

The drawings attached with the e-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, as applicable.

GC-61 DELETED

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 or 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 laborers required for proper setting out of the work. The Contractor shall provide fix and be responsible for the maintenance of all stakes, templates, level markets, 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 or cross lines shall be marked by small masonry pillars. Each pillar shall have distance mark at the center for setting up the the odolite. The work shall not be started unless the setting out is choked 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, labor 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.

1. Materials to be supplied by the Contractor:

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 materials to be supplied by the owner detailed in the contract documents. Owner, shall make recommendations for procurement of materials to the respective authorities if desired by the Contractor but assumes no responsibility of any nature. Owner shall insist for procurement of materials with ISI marks 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 materials 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 materials 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 contracts 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:

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 it carting site shall be borne by the Contractor 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.

Material 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 his 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, act 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 manufacturer's. The materials issued by the owner 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 owner 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 paper 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 use such materials not disposed them off 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 conditions 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 at 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 site 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 DELETED

GC-71 ACTION WHEN NO SPECIFICATIONS ARE ISSUED:
In case of any class of work for which no specifications is supplied by the owner in the e-Tender documents, such work shall be carried out in accordance with relevant latest ISS and if ISS do 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 Practice 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 DELETED

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 representative 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 damage 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 parts of work as the owner may designate whether by purchasing materials and engaging labor or by the agency of another Contractor. In such case the owner shall deduct from the amount which otherwise might become 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 to 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 owner 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 there upon 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 materials supplied by Contractor of workmanship or any act or omission of Contractor that may have been discovered or developed after the work or groups 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 bill 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 so used as aforesaid shall be afforded reasonable opportunity for completion of that work or the portion thereof so 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, labor 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 works 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 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 reasons 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 reasons 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 Performa 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 DELETED

C-83 NOTICE FOR CLAIM FOR ADDITIONAL PAYMENT:

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 his extra payment and / or compensation. Such notice shall be given to the Engineer-In-Charge within ten (10) days from the happening of any event upon which Contractor basis such claims and such notice 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 waiver by owner or any rights in respect thereof.

GC-84 PAYMENT OF CONTRACTOR'S RUNNING 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 payment shall be made for work costing less than Rs.2,00,000/- till the work is completed and a certificate of completion given. But in case of work estimated to cost more than Rs.2,00,000/-. Contractor on submitting the bill thereof will be entitled to receive a QUARTERLY 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 payment shall be released to the Contractor within Two (2) month 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 RECEIPTS 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 fulfills 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 measurement shall be binding and conclusive and, (iii) until all the temporary works, labor 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 off the same as he thinks fit.

3. The following documents will form the completion documents / Technical documents according to which the work has been carried out.
 - a. Three sets of construction drawing showing therein the modifications and corrections made during the course of execution signed by the Engineer-In-Charge.
 - b. Completion Certificate for "Embedded" or "Covered" up work.
 - c. Certificate of final levels as set out for various works.
 - d. Certificate of test performed for various work.
 - e. Material appropriation statement for the materials issued by owner for work and list of surplus materials returned to owner's store duly supported by necessary documents.
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 on general account shall be taken to be an admission by owner of the due performance of contract or 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 G S T , Duties, 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 persons employed by Contractor.
2. Contractor shall be responsible for compliance with all obligations and restrictions imposed by the labor law or any other law affecting employer-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 hold harmless the owner from any liability or penalty which may be imposed by Central, State or local authority by reasons 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 reasons or work provided for by this Contract by third parties or by Central or State Government authority or any administrative Sub-Division thereof.
4. The GST / Sales Tax on work contract will be borne by Contractor i.e. Submitter rates are firm, inclusive of all taxes and duties.

GC-89 INSURANCE:

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 Employer's State Insurance Act, 1948 and Contractor further agrees to defend, indemnify and hold owner hardness from any liability or penalty which may be imposed by the Central or State Government or local authority by reasons of any assorted 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.

2. **Workman's compensation and employees liability insurance:**

Provident Fund & Insurance shall be effected for all Contractors 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 employer's liability insurance, which may be required by owner.

3. Other Insurance required under law of 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- Contractor s.
2. Contractor shall indemnify and keep owner harmless of all claims for damage to properties other than property arising under by reasons of this agreement; such claims result from the fault and / or negligence or willful act or omission of Contractor, his employees, agents 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 labor (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 amount so paid and the cost incurred by the owner 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 compensation so paid, and without prejudice to the rights of owner under Section-(12) Sub- section-(2) of the said Act, owner shall be at liberty to recover such amount from any surplus due to on 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 there under 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 labor directly or indirectly employed on the work of this contract.

GC-94 SAFETY CODE:

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 his sub-contractors.

1.2 Contractor shall make outside 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.

1.4 In case of accidental death of any employee / worker of contractor, the contractor will be liable for all the expenses & compensation.

2.0 General Rules:

2.1 Carrying and striking, a match lighters inside the project area and smoking within the job site is 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 employees in this regard.

7.0 Safety Equipment:

7.1 All necessary personal safety equipment as considered necessary by the Engineer-In-Charge should be made available for the use of persons 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.

7.2 Workers employed on mixing asphaltic materials, cement and lime mortars 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 provision 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:

The 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 operations 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 details 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 details 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 case of death of employee / worker of contractor, contractor will be liable for all the expenses & compensation.

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 sums of money as may in the opinion of Engineer-In-Charge be sufficient to meet such liability. On receipt of award from the Labor Commissioner in regard to quantum of compensation, the difference in amount will be adjusted.

Signature of Contractor.

**ADDL CITY ENGINEER
Rajkot Municipal Corporation**

SCOPE

OF

WORK

FOR

RATE CONTRACT

AND

SPECIAL CONDITIONS

:: Scope of Work ::

1. Percentage rate Price should be written clearly in Figure and in Words in proper space i.e. "Price Schedule" of e-tender Price Bid of the e-Tender.
2. Quoted price should be inclusive of all taxes, duties along with Transportation charges, Loading, Unloading and stacking charges, other applicable Levies, and F.O.R. at various sites of Rajkot Municipal Corporation, Rajkot.
3. An Earnest Money Deposit of Rs. 3,00,000/- and Tender fee of Rs. 3,000/- (Non-refundable) in form of Demand Draft in favour of Rajkot Municipal Corporation, Rajkot, of any Nationalize Bank or as per bank list of latest GR of Finance Department shall accompany along with the qualification's documents on or before **as per Milestone date** during office hours at **Deputy Executive Engineer (Water works – Mech), Room No. 12, Harishinhji Gohil Bhavan, West Zone, Rajkot Municipal Corporation, 150 ft. Ring Road, RAJKOT-360005**. Without E.M.D. and tender fee in form of Demand Draft, e-tender will be rejected.
4. e-Tender shall be valid for a period of not less than 180 days after the date of opening e-Tender Price Bid.
5. The award of contract will normally be made within 180 days after the date of opening e-Tender Price Bid.
6. e-Tender will be submitted online through e-tendering upto 18.00 hours IST as per Milestone date and e-tendered Technical Bid will be opened on as per Milestone date at 12.00 Hours IST on web site <http://nprocure.com>
7. e-Tenderer should have to offer the firm prices in e-tender Price Bid for the prescribed item as per given in Technical Specification. Offer for the other item will not be considered and tender will be rejected.
8. **e-Tenderer shall have to submit the self-attested or duly notarized photocopy of the required Registration certificates/documents with authorized sign & stamp on each page of tech bid document:**
9. Successful e-tenderer shall have to pay the Security Deposit @ 3% of the awarded contract value or estimated cost (**whichever is greater**) in form of Fixed Deposit Receipt or Bank Guarantee of any Nationalize Bank or as per bank list of latest GR of Finance Department. for a period of 30 (Thirty) months in the name of **Rajkot Municipal Corporation, Rajkot**, and shall have to enter into an agreement on a stamp paper of appropriate value as per Government norms in favour of Rajkot Municipal Corporation in prescribed format of Rajkot Municipal Corporation.
10. Contract period for this work is (02-Two) year after getting firm Work Order.
11. Payment will be made as per RMC norms.
12. e-Tenderer shall be entirely responsible for the coverage of all types of transit risks, Accident to acquisition, Transport delivery up to destination and accident in Loading, unloading and stacking, trial and testing.
13. This work contract is relevant with the most essential service of Rajkot Municipal Corporation for Water Supply to citizens of Rajkot city, so Transporter

should very clearly understand that no man made mistakes or negligence shall be tolerated, in such condition decision of the Municipal Commissioner shall be bound to the concern Transporter.

14. No any kind of road tax or toll tax shall be paid extra.
15. No price escalation shall be given against rate increase in Diesel.
16. Number of trips to be serve are for estimate purpose only, transporter needs to provide more or less trip as per actual requirement therefore payment shall be made on the bases of actual trips served. No minimum or maximum payment shall be made.
17. e-Tenderer can contact for more information and details regarding tender to the Deputy Executive Engineer (Water works – West Zone), Rajkot Municipal Corporation, Zonal office (West Zone), Rajkot-360005. Mobile No.9723451964
18. e-Tenderer should have to fill up price bifurcation clearly with all details of quoted price in e-Price Bid of e-tender.
19. All the transit losses and breakage (including third party claim) shall be Transporter's risk and cost.
20. **Rates shall be inclusive of all Taxes. If supplier is exempted from payment of any Tax, the certificate for the same should be attached.**
21. The unit of rate shall be on To & Fro trip [Rajkot – GACL (Baroda) – Rajkot] basis. After completion of one year 10% rise will be given on awarded value of contract.
22. 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.
23. JURISDICTION:
In the event of any dispute or difference arising out of this e-tender / contract, the jurisdiction of the Court shall be Rajkot (Gujarat) only. While executing the agreement, the supplier shall be governed at all times by all laws, regulations etc., in force in Gujarat State.
24. DISPUTE:
In the event of any problem, dispute or difference arising out of or under this contract, the decision of the Addl. City Engineer (Water works) Rajkot Municipal Corporation, Rajkot, will be final and binding to the parties to this contract.
25. STATUTORY VARIATIONS:
The price of the To & Fro trip [Rajkot – GACL (Baroda) – Rajkot] quoted by the e-tenderer will be in effect of the entire contract period. If there will be any increase / decrease in the Statutory tax / Govt. Levies on the transportation that will be to the account of Tenderer. No Extra payment will be given for any such variations.

26. **NON-BLACK LISTING BOND:**
The e-tenderer has to furnish the undertaking on the non-judicial stamp paper of Rs.300/- duly Notarised, regarding their firm is not black listed in anywhere in India at the time of e-tendering. This undertaking should be submitted as hard copy with physical documents.
27. Conditional offer will not be accepted and same will be treated as non-responsive.
28. **Penalty:**
In the event of the failure of the transporter to provide the services in the stipulated time limit and also in case of the said material not reaching at the destination in the time limit, Rajkot Municipal Corporation will charge penalty of Rs. 1,000/- per day for the period of the delay in causing the delivery there of at the destination in accordance with the stipulations under this contract.
29. **e-TENDER AGREEMENT:**
The e-tenderer shall be required to enter into an agreement for due performance of the contract. The stamp duty on all documents to be executed in connection with this rate contract to be entered into shall be borne by e-tenderer. The security deposit (SD) in form of FDR / Bank Guarantee shall be deposited for required value. The contract agreement will have to be executed on a stamp paper of appropriate value as per value orders in force for the time being.
30. EMD of the first lowest firm/company will be forfeited if they fail to enter into agreement within prescribed time limit for entering into agreement.
31. **Extension for delay:-**
If the transportation is delayed by (1) Force Majeure, (2) Serious loss or damage by fire, (3) Strike, Bandh, Curfew, Rally, Heavy rains, Flood, Cyclone, Earthquake or Natural Calamities occurs, (4) Electricity staggering, (5) Any other case, which is beyond the control of e-tenderer. Addl. City Engineer (Water works) will decide period of delay extension.
32. Municipal Commissioner, Rajkot Municipal Corporation, Rajkot, reserves the right to accept or reject any or all the e-tender(s) without assigning any reasons thereof and reserves the right to split up the contract with more than one party.
33. e-Technical Bid will be opened online on **as per Milestone date at 12.00 hours IST**. And after evaluation of e-Technical Bid, e-Price Bid will be opened only of those e-tenderers who will be qualified in e-Technical Bid evaluation. Date of opening of e-Price bid will be **as per Milestone date** at 12.00 noon IST onwards (if possible), only of those e-tenderers who will be qualified in e-technical bid evaluation.

Chemist
Rajkot Muni Corporation

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

Addl. City Engineer
Rajkot Muni Corporation

Sign of e-Tenderer.

:: SPECIAL CONDITIONS ::

1. The rates for transportation from Rajkot-Baroda-Rajkot should be inclusive of all taxes and duties. The transporter has to carry out the clearing arrangement for loading, unloading, stacking and depositing the containers and cylinders at Gujarat Alkalies and Chemicals Ltd., at Baroda as well as loading, unloading and stacking of filled containers and cylinders at various sites of Rajkot Municipal Corporation i.e. Filter plants, Pumping stations and Swimming pools. Loading, unloading and stacking shall be done from the sites of Filter plants, Pumping stations and Swimming pools, as per the instruction of Rajkot Municipal Corporation.
2. This work is to be done for the period of two year as per the instruction of Rajkot Municipal Corporation. However if there is any delay for awarding of new contract for next year this contract may be extended & agreement shall be deemed effective for extended period.
3. The transporter will be responsible for the all kind of transit risks (including Third party claim). Rajkot Municipal Corporation will not be responsible for any transit risks.
4. Transporter must make necessary arrangement in favor of safety of human being to carry one gas mask and emergency safety kit and fire extinguisher while transporting chlorine containers along with a bottle of dilute ammonia in the truck cabin to detect chlorine leakage. For this Driver & Cleaner must be well prepared & made aware by concerned transport contractor.
5. Transporter must never transport cylinder in multi layers, instead they shall be laid in a single layer only.
6. Transporter must not load the same truck with any other cargo and no passenger must be taken on the way.
7. Tonner should be laid in horizontal position with valve in a vertical plane and small cylinder in vertical position with valves upside.
8. Use wooden wedges to support the tonner firmly to ensure that there is no free movement of tonner at the journey as through that route. The container should be securely tied to truck with strong rope so as to prevent robbing.
9. The transporter quoting the rate shall have to submit a copy of RTO RC Book of the vehicle at the time of physical submission and also submit details of Drivers & cleaners who shall deploy on this work.
10. The Transporter shall be responsible for the proper behavior of the staff (Driver / Cleaner / Labor) and shall exercise proper control over them and in particular and without prejudice to the said generality, the Transporter 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 Transporter 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.

11. Transporter shall be responsible for any illegal activity done by the Transporter's employee in the premises or at pumping station, or during transit & its legal police action must be followed by the Transporter.
12. Transporter shall also be responsible for any theft or any unwanted event, Transporter has to complete all required police or any other procedure at own cost of Transporter.
13. Rajkot Municipal Corporation will impose penalty as deemed fees by Addl. City Engineer in case of any type of misbehavior of staff and for bad workmanship.
14. The Transporter will be responsible for any incident of damage or injury to the staff during the work as well as the Transporter will also be responsible for any claim etc.
15. If the Transporter 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 Transporter if the same is required to be fulfilled by Rajkot Municipal Corporation.
16. The Transporter shall remain present or authorize representative at the site of work.
17. The period of contract is for (Two-02) 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 Transporter.
18. The Municipal Commissioner reserves his rights to extend or terminate the contract period for reasonable time & extended time shall be bound to the concerned Transporter.
19. The employees / labors of the Transporter will have no claim in Rajkot Municipal Corporation in any manner. Also claim in any from the heirs of employees / labors will not be entertained.
20. The Transporter will be responsible for any litigation arising out of any legal matter / petition / Labor Laws etc. for this work.
21. The Transporter will be fully responsible financially for this work for any new taxes levied by the State or Central Government or local Government.
22. The Transporter needs to be contacted at any given time during 24 hours and as such the Transporter shall have to provide his Mobile number, which shall have to be mentioned at the time of entering into an agreement.
23. In case of any ambiguity found in specifications etc., the decision of Addl. City Engineer (Water works) shall be final and bound to the Transporter.

Penalty provisions:

1. Rajkot Municipal Corporation will impose penalty of Rs. 1000/- per day per trip, if the transporter fails to carry out the trip as per the instructions of Rajkot Municipal Corporation.
2. For the breach of any other contract condition, Addl. City Engineer's decision shall be bound to the Transporter.

Mode of payment:

1. After satisfactory work completion running bill demand for payment shall be made to RMC in writing accompanied by invoice along with required documents should be submitted by the Transporter to the concerned officer of RMC.
2. Running bill shall be made as per the rules & its payments will be made as per the Rules of Rajkot Municipal Corporation at Time to Time.

Chemist	D.E.E.	A.C.E.
Water works	Water works	Water works
Rajkot Municipal Corporation	Rajkot Municipal Corporation	Rajkot Municipal Corporation

આર.એમ.સી./સી. ૩૨૪

રાજકોટ મહાનગરપાલિકા

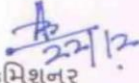
કમિશનર વિભાગ

તા.૨૨/૧૨/૨૦૧૨

પરિપત્ર:-

ઇ-ટેન્ડર પદ્ધતિ / ઓપન ટેન્ડર પદ્ધતિથી માંગવામાં આવતી ઓફરોમાં એજન્સીઓ દ્વારા ટેકનીકલ બીડમાં રજૂ કરવામાં આવતા ડોક્યુમેન્ટ્સ જેવા કે ટર્નઓવર, અનુભવના પ્રમાણપત્રો વિગેરે ખરી નકલમાં રજૂ કરવામાં આવતા નથી. આથી હવે પછીથી એજન્સીઓ દ્વારા રજૂ થતાં ટેકનીકલ બીડમાં રજૂ 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)

R.M.C./C./૧૩૨

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

હુકમ :-

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

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

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

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

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

જે ટેન્ડર ખરી નકલ કે સેલ્ફ એટેસ્ટેડ સાથે રજૂ થયેલ નથી, તેવું ટેકનીકલ બીડમાં ધ્યાને આવ્યેથી રજૂ 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 રજૂ થયેલ તમામ ડોક્યુમેન્ટસની મુજબ (ઓરીજીનલ) નકલ મંગાવી તેની ખરી નકલની ચકાસણી ફરજિયાતપણે સંબંધિત ડી.ઈ.ઈ.શ્રી તથા મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ કરવાની રહેશે. જે મુજબ 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 શકાયે નહીં. જેમાં ફરજવુક 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 ફોલ ડોક્યુમેન્ટસ રજૂ કરી કામ મેળવવા માટે પ્રયાસ કર્યાનું સાબિત થશે, તેવા કિસ્સામાં બીડર / એજન્સીને બ્લેકલીસ્ટ કરી, આવા બીડર સામે ફરજિયાતપણે ફોજદારી કાર્યવાહી સંબંધિત શાખાના વડા તથા વીજલન્સ અધિકારીશ્રી (પ્રોટેકશન) દ્વારા જોઈન્ટલી ટિન-૭ માં કરવા આદેશ કરવામાં આવે છે. જેની લેખિતમાં

જાણ તાત્કાલીક અંગે 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 પ્રશિષ્ઠ કરતી વખતે ટેન્ડરનો સિસ્તો ગણી ટેન્ડરના ભાગ તરીકે પ્રશિષ્ઠ કરવાનું ફરજિયાત રહેશે, તથા બીડર દ્વારા ટેન્ડરમાં પ્રશિષ્ઠ થતાં સંદર્ભનાં પરીપત્ર તથા આ હુકમનાં દરેક પાને સહી સિકકા સાથે ભરેલ ટેન્ડરની ટેકનીકલ બીડ ફરજિયાત રજુ કરવાની રહેશે.

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


કમિશ્નરશ્રીઓ

રાજકોટ મહાનગર સેવાસદન

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

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

જાહેરનામું

જોજદારી કાર્યરીતી અધિનીયમ ૧૯૭૭ (૧૯૭૪ ના નં.૨) ની કલમ ૧૪૪ અન્વયે કાઢેલ દુકમ

ક્રમાંક: એસ.બી./મજુર/જાહેરનામું/૫ ૩૩૬/૨૦૧૪.
પોલીસ કમિશનરશ્રીની કચેરી,
રાજકોટ શહેર, રાજકોટ.
તા. ૨૬/૦૪/૨૦૧૪

રાજકોટ શહેર પોલીસ કમિશનર
જાહેરનામું નં. ૫૪૪
તા. ૨૬/૦૪/૨૦૧૪

રાજકોટ શહેરમાં ધરકોટ ચોરીના બનાવો વધવા પ્રમાણે છે. ભુતકાળનાં રાજકોટ શહેરમાં બનેલ ધરકોટ ચોરીના બનાવોની તપાસ કરતા તપાસમાં આવ્યા ગુનેા કરનાર (ધરકોટીયા) પકડાયેલ છે. ત્યારે તપાસમાં આવ્યા ગુનેા વાળા આરોપીઓ ગુનેાના બનાવનાં દિવસો અગાઉ રાજકોટ શહેરમાં નવા બંધાતા મકાનોમાં જુદી જુદી સ્થિતિમાં, કોર્પોરેશનમાં મજુરી કામ અને ટેલીફોન કંપનીઓ દ્વારા તથા ગેસ પાઇપ લાઇન માટે ખોદાતા ખાડાઓની મજુરી કામ મેળવી અથવા તેના બહાના ફેક્ટ આવી રોકાય કરી અનુભવગુની સ્થાનિક પરીસ્થિતિનું સર્વે કરી માહિતગાર થઈ મિલકત વિરુદ્ધના ગુનેાઓ આચરતા હોય છે. મજુરી કામના બહાના ફેક્ટ આતંકવાદીઓ પણ આશરો મેળવી લેતા હોય છે જેથી જાહેર જનતાની જાન-માલ (મિલકત)ની સલામતી તથા સુરક્ષા માટે શ્રેયો નિયંત્રણો મુકવા જરૂરી જણાય છે.

જેથી કુ મોકળ ઝા (A.P.S.), પોલીસ કમિશનર, રાજકોટ શહેર જોજદારી કાર્યરીતી અધિનીયમ (સી.આર.પી.સી.) ૧૯૭૭ (૧૯૭૪ ના નં.૨) ની કલમ ૧૪૪ અન્વયે અમોને મળેલ સત્તાની કચે આવી કુ દુકમ કરુ છુ કે, રાજકોટ શહેરના પોલીસ કમિશનર વિસ્તારમાં લેબર કોન્ટ્રાક્ટર/મુકાદમનાઓએ પોતાની પાસે જે મજુર કામે સમોલ હોય અને મજુરી કામકાજ માટે સપાટાય કરતુ હોય તેઓએ નીચે જણાવેલ કોમ મુજબ દરેક મજુરોના અલગ-અલગ કોમ કરી ફરજિયાત પાઠે સ્થાનિક પોલીસ સ્ટેશનને જણા કરવાની રહેશે તથા મજુરી જ્યારે મજુરી કામ તથા રાજકોટ શહેર છોડી જતા રહે ત્યારે લેબર કોન્ટ્રાક્ટર/મુકાદમ તે અંગેની જણા નામ/સરનામા સહિતની વિગત સાથે સ્થાનિક પો.સ્ટે.મા કરવાની રહેશે

૧	લેબર કોન્ટ્રાક્ટર / મુકાદમ (સપ્લાયર); જુ પુરુ નામ સરનામું	-
૨	મો.નં., નંબર સહિત	-
૩	મજુરનું નામ તથા ડે.વ.	-
૪	મજુરનું કાલનું સરનામું ટેલીફોન નંબર	-
૫	મજુરનું મૂળ વતનનું સરનામું ગામ, તાલુકો, જિલ્લો	-
૬	કાલની મજુરીનું સ્થળ / કંપનીનું નામ	-
૭	મજુરનું વતનનું સ્થાનિક પો.સ્ટે.નું નામ તથા ટેલીફોન નંબર	-
૮	મજુરના વતનના આગેવાનનું નામ, સરનામું, ટેલીફોન નંબર	-
૯	મજુર અગાઉ કોઇ પોલીસ ગુનેામાં પકડાયેલ હોય તો તેની વિગત	-
૧૦	કચારથી પુકાતો / કોન્ટ્રાક્ટરે મજુરી કામ માટે સમોલ છે	-
૧૧	મજુરનું બોલામ માટેનું બાલકી પુરુ (ફોટા સાથે નું)	-
૧૨	રાજકોટ શહેરમાં કાં તારીખથી મજુરી કામ કરે છે ? અને કહ તારીખે જવાનો છે ?	-
૧૩	રાજકોટ શહેરમાં નજીકના સંબંધી કોઇ કોવતો તેનું નામ, સરનામું	-

મજુરનો તાજેતરનો ફોટા
મજુરના અંગકાળ વિગત.....
મુકાદમ/સપ્લાયર/કોન્ટ્રાક્ટરની સહિ.....
નામ.....

આ દુકમ નં. ૦૧/૦૫/૨૦૧૪ થી ના ૩૦/૦૬/૨૦૧૪ સુધી અમલમાં રહેશે.
આ દુકમનો લો. કરનાર વ્યક્તિ વાર્ષિક દેડ સહિતની કલમ ૧૮૮ મુજબ શિક્ષાને પાત્ર થશે.
૨૬/૦૪/૨૦૧૪

તમામને વ્યક્તિગત રીતે નોટીસની બજવાણી કરવી શક્ય ન હોય આથી એકતરફી હુકમ કરી કુ. જાહેર જનતાની જાણ સારું સ્થાનિક વર્તમાન પણ આકાશવાણી અને ફરવર્ડીન કેન્દ્ર પારકતે પ્રસિધ્ધી દ્વારા તથા પોલીસ સ્ટેશનના પોલીસ ઇન્સ્પેક્ટર, મહત્વનીશ પોલીસ ઇન્સિસર, નાયબ પોલીસ ઇન્સિસર તથા પોલીસ ઇન્સિસર કરોલીના નોટીશ બોર્ડ ઉપર હુકમની નકલ ચોટાડી પ્રસિધ્ધી કરવામાં આવશે તેમજ સહેલાઈથી જોઈ શકાય તેવી જાહેર જગ્યાઓ ઉપર હુકમની નકલ ચોટાડી પ્રસિધ્ધી કરવામાં આવશે ગુજરાત પોલીસ બેંક ડહાવ ૧૬૩ મુજબ પોલીસ અધિકારીઓ પણ આ હુકમની જાહેરાત કરવા અધિકૃત ગણાશે.

આજ તારીખે પોલીસ-૨૦૧૪ ના રોજ આરંભ સહી અને સિલ્કી કરી આગેલ છે.



(Signature)
 (પીકેન ઝા)
 પોલીસ ઇન્સિસર
 રાજકોટ શહેર, રાજકોટ

નકલ રવાના-

- (૧) અગ્ર સચિવાળી, ગુજ વિભાગ, ગાંધીનગર.
- (૨) પોલીસ મહાનિદેશક અને મુખ્ય પોલીસ અધિકારીઓ, ગુ. રા. ગાંધીનગર
- (૩) અધિક પોલીસ મુખ્ય નિદેશકઓ (ઈન્ડે.) ગુ. રા. ગાંધીનગર.
- (૪) પોલીસ ઇન્સિસર, અમદાવાદ શહેર, ગઢોલ શહેર, સુરત શહેર.
- (૫) બાસ મુખ્ય પોલીસ અધિકારીઓ, રાજકોટ શહેર, રાજકોટ.
- (૬) જીલ્લા પોલીસ અધિકારીઓ, રાજકોટ શહેર, રાજકોટ.
- (૭) ડલેક્ટરઓ, રાજકોટ શહેર
- (૮) મ્યુનિસિપલ ઇન્સિસરઓ, રાજકોટ શહેર.
- (૯) નિયામકઓ, માહિતી ખાતું ડી.જી.વર, મહેતા ડાવન મુખ્ય સચિવાલય ખરીદ નં.૩, બીજા માથે, ગુ. રા. ગાંધીનગર.
- (૧૦) જીલ્લા સરકારી તકિલઓ, સેસન્સ ઓફ, રાજકોટ.
- (૧૧) મેનેજરઓ, બેન્કો પેસ, રાજકોટ. (મેનિંગ બંધાવ માં પ્રસિધ્ધ કરવા માટે).
- (૧૨) મહત્વનીશ પોલીસ ઇન્સિસરઓ, મુલ/ પવિત્ર વિભાગ, રાજકોટ શહેર.
- (૧૩) આર્થિકાધિકારીઓ (ઈન્ડે.), રાજકોટ સીક્રેટરિયલ, રાજકોટ.
- (૧૪) નાયબ પોલીસ અધિકારીઓ/ પી. ઈન્સ. ઓ. રાજકોટ જેવે જઈશન પી. ઈ.
- (૧૫) તમામ પો. સ્ટે. ઈન્ચાર્જઓ, રાજકોટ શહેર/ નકલ ચોટાડી બાઉન્ડ સ્પીકર વાઢન દ્વારા જાહેરાત કરવામાં સારું)
- (૧૬) તમામ સ્થાનિક તથા મામા ઈન્ચાર્જઓ, રાજકોટ શહેર.
- (૧૭) ઇન્ડોલ ઈન્ચાર્જઓ, રાજકોટ શહેર (૧૦ નકલ) વર્તમાનપત્રોને આપવી.
- (૧૮) લેવર ઇન્સિસરઓ, ... તમામ ખાતેની સંસ્થાઓને જાવગાલ કરવા સારું

નકલ સચિવાલય રવાના-

- (૧) રજીસ્ટ્રારઓ, ડાઉન્ડે. ગુ. રા. સીલકારીક અમદાવાદ.
 - (૨) રજીસ્ટ્રારઓ, ડીસ્ટ્રીક્ટ બેન્ક સેશન્સ ઓફ, રાજકોટ.
 - (૩) રજીસ્ટ્રારઓ, ગૌડ જમુડીશાલ મેજી. ઓ ડી. રાજકોટ.
 - (૪) રજીસ્ટ્રારઓ, પોલીસલ સેશન્સ જમ ડી. રાજકોટ.
 - (૫) એકઝીક્યુટીવ મેજી. ઓ, રાજકોટ શહેર
 - (૬) એકઝીક્યુટીવ મેજી. ઓ, રાજકોટ તબુકા
 - (૭) સવુંકત. માહિતી. નિયામકઓ, રાજકોટ.
- (સ્થાનિક વર્તમાનપત્રો, આકાશવાણી તથા ફરવર્ડીન કેન્દ્રમાં પ્રસિધ્ધ કરવા અને વર્તમાનપત્રોની પ્રાપ્તીથી ચોકસાવ, સારું)