

# RAJKOT MUNICIPAL CORPORATION

Re-TenderNo.RMC/ENGG/EZ/24-25/



## Bid Documents For

**TO SUPPLY AND INSTALL FIRE EQUIPMENTS AS PER FIRE SAFETY NORMS AND OBTAIN FIRE N.O.C. IN BUILDINGS UNDER RAJKOT MUNICIPAL CORPORATION EAST ZONE AREA.(3rd ATTEMPT)**



2024-25

**CITYENGINEER  
RAJKOT MUNICIPAL CORPORATION SHRI  
ZAVARCHAND MEGHANI BHAWANEAST  
ZONE, BHAVNAGAR ROAD, RAJKOT- 360003  
(GUJARAT)**

# RAJKOT MUNICIPAL CORPORATION

DepartmentNo.	Rajkot Municipal Corporation
IFBNo./Re-TenderNoticeNo.	<b>2024-25</b>
NameofProject	TO SUPPLY AND INSTALL FIRE EQUIPMENTS AS PER FIRE SAFETY NORMS AND OBTAIN FIRE N.O.C. IN BUILDINGS UNDER RAJKOT MUNICIPAL CORPORATION EAST ZONE AREA.(RE-TENDER)
NameofWork	TO SUPPLY AND INSTALL FIRE EQUIPMENTS AS PER FIRE SAFETY NORMS AND OBTAIN FIRE N.O.C. IN BUILDINGS UNDER RAJKOT MUNICIPAL CORPORATION EAST ZONE AREA.( <b>3rd ATTEMPT</b> )
Estimated Contract Value	1,01,07,000.00= 00 (INR)
PeriodofCompletion(inMonths)	<b>2(Two)Months</b>
BiddingType	Open
BidCall(Nos)	1
Re-TenderCurrencySettings	IndianRupee(INR)
JointVenture	NotApplicable
Rebate	Applicable
<b>AMOUNTDETAILS</b>	
BiddingDocumentFee	<b>Rs.4,500=00</b>
BiddingDocumentFeePayableTo	CITY ENGINEER, EAST ZONE, RAJKOT MUNICIPAL CORPORATION
BidSecurity/EMD(INR)	<b>Rs.1,01,070=00</b> (EMDExemptionCertificateshallnotbeaccepted.)
BidSecurity/EMDInFavourof	CITY ENGINEER, EAST ZONE, RAJKOT MUNICIPAL CORPORATION
<b>RE-TENDERDATES</b>	
BidDocumentUploadingStartDate	<b>Dt. 12/09/2024</b>
BidDocumentUploadingEndDate	<b>Dt. 27/09/2024Upto18.00Hours.</b>
LastDate&Timeforreceipt(Submissions)ofBids	<b>Dt. 27/09/2024Upto18.00Hours.</b>
BidValidityPeriod	120days
Submissionofdocuments	Re-Tender fee shall be paid only by demand draft and E M D shall be paid either by Demand Draft in favoring of CITY ENGINEER, EAST ZONE, RAJKOT MUNICIPAL CORPORATION. The Scanned documents of Re-Tender fee and E M D shall be upload with Re-Tender Document. <b>EMD Exemption certificates shall not be allowed</b> The Original Document of Re-Tender fee and E M D. Shall be sent by Registered Post AD to CITY ENGINEER, EAST ZONE, RAJKOT MUNICIPAL CORPORATION, ZAVAR CHAND MEGHANI BHAVAN, BHAVNAGAR ROAD, RAJKOT 360003, within days from last date of Re-Tender Uploading. The agencies that fail to send the original DD shall be banned from participating in any Re-Tender.

# RAJKOT MUNICIPAL CORPORATION

	Submission of EMD. Tender fee and other Documents up to 16:00 hours: On date <b>27/ 08 / 2024</b> . all document shall be submitted in electronic format only through online (by scanning etc.) & hard copy will not be accepted separately.
Remarks	BIDDERS shall submit their offer in electronic format on web site, after digitally signing the same, offers which are not digitally signed will not be accepted. No offer in physical form will be accepted and any such offer if received by <b>Rajkot Municipal Corporation</b> will be outright rejected.
Bid Opening Date	Dt. <b>05/ 10 / 2024</b> Hrs. 11:00 in the office of the
<b>OTHER DETAILS</b>	
Officer Inviting Bids	CITY ENGINEER, EAST ZONE, RAJKOT MUNICIPAL CORPORATION
Bid Opening Authority	CITY ENGINEER, EAST ZONE, RAJKOT MUNICIPAL CORPORATION
Address	CITY ENGINEER, EAST ZONE, RAJKOT MUNICIPAL CORPORATION, ZAVER CHAND MEGHANI BHAVAN, BHAVNAGAR ROAD, RAJKOT 360003
Contact Details	9723452095

# **RAJKOT MUNICIPAL CORPORATION**

## BID DOCUMENT FOR

**TO SUPPLY AND INSTALL FIRE EQUIPMENTS AS PER FIRE SAFETY NORMS AND  
OBTAIN FIRE N.O.C. UNDER IN BUILDINGS RAJKOT MUNICIPAL CORPORATION  
EAST ZONE AREA. ( 3rd ATTEMPT)**

### **PART-I**

Section-1 Invitation to Bid, Instructions to  
Bidders and Formats.

Section-2 General Conditions of Contract

### **PART-II**

Section-3 Technical Specifications

### **PART-III**

Bill of Quantities (With Price)

## ABBREVIATIONS

Statements showing the details of abbreviations

<b>Full Form</b>	<b>Abbreviation</b>
CITYENGINEER	ACE
Operation and Maintenance	O&M
Net Present Value	NPV
Engineering Procurement and Construction	EPC
Paschim Gujarat Vij Co. Ltd.	PGVCL
Critical Path Method	CPM
Reinforced Cement Concrete	RCC
High Ground Level Reservoir	HGLR
Kilometer	KM
Mild Steel	MS
Bureau of Indian Standard	BIS
American Water Works Association	AWWA
American Petroleum Industries	API
Million Liter per Day	MLD
High Yield Strength Deformed bar	HYSD
Corrosion Resistance Steel	CRS
Ordinary Portland Cement	OPC
American Standard for Testing of Material	ASTM
Flux Compensated Magnetic Amplifier	FCMA
Cost Insurance and Freight	CIF
Free On Board	FOB
EX- Works	EXW

**PART - I**  
**SECTION-1**

**INVITATION FOR BIDS**

**RAJKOT MUNICIPAL CORPORATION**  
**Tender NOTICE**

The Re-Tenders are invited with two bid system by Re-Tendering from the experienced contractors registered in GWSSB / State Government / Central Government / Semi Government in appropriate class for below mentioned work:

Sr No	Name of work	a) Estimated cost in Rs. b) EMD c) TENDER fee d) Time limit for completion of work
1	<b>TO SUPPLY AND INSTALL FIRE EQUIPMENTS AS PER FIRE SAFETY NORMS AND OBTAIN FIRE N.O.C. IN BUILDINGS UNDER RAJKOT MUNICIPAL CORPORATION EAST ZONE AREA.( 3rd ATTEMPT)</b> <b>Re-Tender No.RMC/ENGG/EZ/24-25</b>	a)Rs.1,01,07,000/- b)Rs.1,01,070/- c)Rs.4,500/- d) 2 Month

**Milestone Dates for Re-Tendering is as under**

1.	Downloading of Re-Tender documents	12-09-24 To 27-09-24 upto 17.00 Hrs.
2.	Pre bid Meeting @ EZ Office	19-09-24 at 16.30 Hrs.
3.	Online submission of Re-Tender	27-09-24 upto 18.00 Hrs.
4.	Physical submission of EMD, Re-Tender fee and other documents required as per Financial and Experience criteria. by Regd. Post.A.D. /Speed Post ONLY	04-10-24 upto 18.00 Hrs.
5.	Opening of online technical bid	05-10-24 at 11.00 Hoursonwards
6.	Verification of submitted documents (EMD, Re-Tender fee, etc.)	05-10-24 at 11.00 Hoursonwards
7.	Agency to remain present in person along with original documents for verification	07-10-24 at 11.00 Hoursonwards
8.	Opening of Price Bid (If possible)	10-10-24 at 11.00 Hoursonwards
9.	Bid Validity	120 Days
For further particulars, visit us on <a href="http://www.rmc.nprocure.com">www.rmc.nprocure.com</a>		

## MEMORANDUM OF WORKS IN BRIEF

Name of the work: Supplying, Installing, Testing & Commissioning of Fire Fighting System (including Civil & Electric Works) of Various Buildings of EAST Zone in Rajkot.

(1) Estimated Cost : Rs. 1,01,07,000.00/-

(3) Earnest Money : Rs. 1,01,070.00/-

(2) Validity period of : 120 days from the date of opening of price bid  
Re-Tender offered

(3) Security Deposit : 5% of Estimated Cost.  
2.5% of estimated Amount in form of F.D.R. or Bank  
Guarantee.  
Rest 2.5% will be recovered from R. A. Bill

(4) Time allowed for completion : **2 Months**  
of the work from the date of  
written order to commence



- All bidders must submit Bid security (EMD) as above either directly deposited in ICICI Bank Account No. 015305010638 (Rajkot Municipal Corporation) IFSC Code ICIC0000153 or submit at the below mentioned address in form of Demand Draft in favour of "Rajkot Municipal Corporation", Rajkot, from any Nationalized Bank or Scheduled Bank (except Co-operative Bank) in India. The receipt of professional tax paid for current year, address proof, Re-Tender appendix details and ID proof shall have to be submitted along with physical submission of required documents shall have to be done at the below mentioned address:

*Office of the CITY  
ENGINEER Rajkot Municipal Corporation,  
SHRIZA VERCHAND MEGHANIBHAWAN,  
EAST ZONE  
Office, BHAVNAGAR ROAD,  
Rajkot-360003 (Gujarat)*

- The Re-Tender fee will be accepted in form of Demand Draft only in favor of "Rajkot Municipal Corporation" Rajkot, from any Nationalized or Scheduled Bank (except Co-operative Bank) in India and must be delivered to above address.

**3. The prequalification requirement is as under:**

**i) Financial Criteria:**

- An average annual turnover of seven years should not be less than 50% of Re-Tender amount.
- Working capital should not be less than 25% of the estimated amount.
- Bidder must have minimum "Class registration"
- Minimum amount of solvency should be Rs. 1.00 lakhs

**ii) Experience Criteria:**

The bidders should possess following minimum experience:

- Bidders should have completed similar nature work at least one amounting to **60% OR** two works amounting to **50%** of Re-Tender amount in last seven years either in government or Semi-government as a main contractor.
- Bidder should have enough machinery and experienced personnel to supervise the work.

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

Sr	Year	Enhance factor
1	Current Year (2023-24)	1.00
2	Current Year-1 (2022-23)	1.10
3	Current Year-2 (2021-22)	1.21
4	Current Year-3 (2020-21)	1.33
5	Current Year-4 (2019-20)	1.46
6	Current Year-5 (2018-19)	1.61
7	Current Year-6 (2017-18)	1.77
8	Current Year-7 (2016-17)	1.95

4. The contractor shall have to quote their rates including GST and other taxes and the Invoice with break-up of GST is to be submitted accordingly, failing which, such amount will be deducted from the bill of the agency and deposited accordingly.

The contractor shall have to purchase the material required for this Re-Tender work, only from the supplier having registered GST Number. RMC will not be responsible to pay any amount towards GST if the material is purchased from the unregistered supplier/ not having GST Number.

5. **The bidder(s) submitting the Re-Tenders shall also have to submit the copy of ESIC & EPF Registration document along with the other documents, duly self-attested, failing which, the Re-Tender of such bidder(s) will be considered as non-responsive and their online price bid will not be opened.**

6. The Re-Tender of those bidder(s) those who fail to submit the required documents for verification within the stipulated date and time, will be treated as non-responsive and their Price Bid will not be opened. The physical submission of required documents received after the prescribed date and time will be outrightly rejected.
7. The bidder should not have been Black Listed, suspended, terminated, backed out, debarred & delisted by any Municipal Body/ Urban Local Body/ Development Authority in any State Government Body or undertaking / any department or undertaking of Government of India, since inception of the firm / Company. Such a case will be rejected outrightly. A Declaration in this regard on Rs.300/- Stamp Paper duly Notarized shall have to be submitted as per Annexure along with the Re-Tender documents. Submission of the bid document without such Notarized declaration will be rejected outrightly.
8. 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 Re-Tender will be rejected at what so ever stage and in such case all the losses that will arise out of this issue will be recovered from the bidder and he will not have any defense for the same.
9. After opening of Technical Bid, the procedure for the pre-qualification shall be adopted and the Price Bid of only successful qualified bidders 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.
10. Conditional Re-Tenders will be outrightly rejected.
11. If no agency remains present and are no points for Pre bid meeting, "NIL" minutes to be considered and the same will not be uploaded.
12. Commissioner, Rajkot Municipal Corporation, Rajkot, reserves the right to accept/reject any or all Re-Tender(s) without assigning any reason thereof.

## **ELIGIBILITYCRITERIA**

### 1. Experience Criteria:

The bidders should possess following minimum experience:

1. Bidders should have completed similar nature work at least one amounting to **60%** **OR** two works amounting to **50%** of Re-Tender amount in last seven years either in or Semi-government as a main contractor.
2. Bidders should have enough machinery and experienced personnel to supervise the work.

### 2. Financial Criteria

- (1) An average annual turnover of seven financial years should not be less than 50% of estimated Re-Tender amount.
- (2) Working capital should not be less than 25% of the estimated Re-Tender amount.
- (3) Solvency must not be less than Rs.1.00 Lakh
- (4) Available bid capacity- ABC must be more than the estimated Re-Tender amount. The bidding capacity shall be worked out using the following formula:

$$\text{Bidding capacity} = [2 * A * N] - B = \underline{\hspace{10em}} \text{ (to be filled by Applicant)}$$

**where,**

**A** = Maximum value of works executed in any one year during the last seven years (updated to ..... \* price level) taking into account the completed as well as works in progress.

**N** = Number of years prescribed for completion of the works for which Re-Tenders are invited.

**B** = Value (... \* price level) of existing commitments and on-going work to be completed during that next **N** year (period of completion of the works for which the Re-Tenders are invited)

### 3. Enhancement Factor

Following enhancement factor for respective year will be considered to arrive at current financial year:

Sr	Year	Enhance factor
1	Current Year (2023-24)	1.00
2	Current Year-1 (2022-23)	1.10
3	Current Year-2 (2021-22)	1.21
4	Current Year-3 (2020-21)	1.33
5	Current Year-4 (2019-20)	1.46
6	Current Year-5 (2018-19)	1.61
7	Current Year-6 (2017-18)	1.77
8	Current Year-7 (2016-17)	1.95

#### **4. Litigation History**

The bidder should provide accurate information on any litigation history or arbitration resulting from contracts completed or under execution by him over the last seven years. This should also include such cases, which are in process/progress. A consistent history of awards against the bidder or any partner of a joint venture 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 Re-Tender will be rejected at whatsoever stage and in such case all the losses that will arise out of this issue will be recovered from the Bidder/contractor and he will not have any defense for the same.

#### **5. Even though the bidders meet the above criteria, they are subject to be rejected, if they have:**

Misleading or false representation made in the form, statements and attachments Submitted And / Or having poor performance record such as abandoning the work, improper completion of contract, inordinate delays in completion, litigation history, financial failures, etc.

#### **6. Brand names**

Specific reference in the specifications any materials by manufacturer's name (as per the prevailing list of GWSSB), or catalogue shall be constructed as establishing a standard or quality and performance and not as limiting competition, and the Bidder in such cases, will not at his option freely use only other product

**CITY ENGINEER  
Rajkot Municipal Corporation**

**Name and signature of Bidder**

**INSTRUCTIONSTO**  
**BIDDERS**

## **INSTRUCTIONS TO BIDDER**

### **IT1. GENERAL**

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

### **IT2. INVITATION TO RE-TENDER**

The Rajkot Municipal Corporation hereinafter referred as the Corporation will receive Re-Tenders for the work of as per the specifications and schedule of prices in the Re-Tender document. The Re-Tenders shall be opened online as specified in the Re-Tender notice in the presence of interested Bidders or their representatives. The

Corporation reserves the right to reject the lowest or any other or all Re-Tenders or part of it which in the opinion of the Corporation does not appear to be in its best interest, and the Bidder shall have no cause of action or claim against the Corporation or its officers, employees, successors or assignees for rejection of his Re-Tender.

### **IT3. LANGUAGE OF RE-TENDER**

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

### **IT4. QUALIFICATIONS OF BIDDERS**

- A. The Bidders shall abide by the laws of the Union of India and of Gujarat State and legal jurisdiction of the place where the works are located.
- B. The Bidders shall furnish a written statement of financial and technical parameters with details and documents along with his Re-Tender which contains namely as below:
  - i. The Bidder's experience in the fields relevant to this contract.
  - ii. The Bidder's financial capacity/resources and standing over at least 7 (Seven) years.
  - iii. The Bidder's present commitments (Job on hand).
  - iv. The Bidder's capability and qualifications of himself and his regular staff etc.
  - v. Plants and Machinery available with the Bidder for the work-Re-Tendered.
- C. The Bidder shall furnish original documents on the date mentioned in Re-Tender notice. The bid for those bidders will be treated as non-responsive who failing to produce original documents on specified date.

### **IT5. RE-TENDER DOCUMENTS**

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

### **IT6. EXAMINATION BY BIDDERS**

- A. At this own expense and prior to submitting his e-Re-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 RE-TENDER Documents, site & subsoil investigation.

B. The Re-Tender is invited for civil work and Mechanical/Electrical work. The Contractors are requested to quote their price offer in % below or above on the given price schedule for civil work and for Mechanical/Electrical work in the given schedule-B (Price Schedule) only. The works shall have to be completed in all respect as stated in the e-Re-Tender document to the satisfaction of the Corporation.

C. The following comprises in Contract Documents at a price of

**Rs.10,107.00.**

D. **Re-Tender Document:**

**Part-I**

- Notice inviting Re-Tenderers
- RE-TENDER declaration form
- Pre-Qualification Criteria
- Introduction
- Brief of Work
- Instructions to the Re-Tenderer
- Additional Instructions to the Re-Tenderer
- Special Condition for Contractor
- Form of Bid Security (Bank Guarantee)
- Form of Bank Guaranty
- Form of Contract Agreement
- Form of Performance Security (Bank Guarantee)
- Free Maintenance Guarantee Period
- Terms & Condition of

**Contract Formats**

- Annexure-I
- Annexure-II
- Annexure-III

**Part-II Technical specifications**

I. Part-I Civil Work

- Material Specification
- General Technical Guide Line
- IS Code
- Item Specification
- Approved Make of Material

II. Part-II Electrical Work

- Material Specification
- General Specification (Ele. Work)
- IS Code



- Approved Make of Material

### III. Part-III Fire Fighting Work

- Material Specification
- IS Code
- Technical Information Furnishing by Bidder
- Approved Make of Material

### Part-III

- a. Bid Form (With Price)
- b. Preamble to Price Schedule
- c. Price Schedule (Schedule-B)

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

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

### IT 7. EARNEST MONEY DEPOSIT:

- A. Each Bidder must submit a receipt of deposit as Re-Tender guarantee towards **Earnest money** amounting to **Rs.1,01,072/-** in the form of crossed Demand Draft in favor of "Rajkot Municipal Corporation", from any Scheduled bank (except Co-operative Bank) in India acceptable to owner payable at Rajkot. The Re-Tender Bond, shall be valid for a period of not less than 180 days from the date the e-Re-Tenders are opened and shall comply with the requirements for Bond as stipulated in the General conditions of contract. The Re-Tender guarantee bond will be held by the owner as a guarantee that the Bidder, if awarded the contract, will enter into the contract agreement in good faith and furnish the required bonds. Any Re-Tender not accompanied by a Re-Tender guarantee in the form of earnest money deposited for the sum stipulated in the Re-Tender Document will be summarily rejected.
- B. The Earnest Money Deposit will be refunded to the unsuccessful Bidders after an award has been finalized.
- C. The Earnest Money Deposit (Re-Tender Guarantee) will be forfeited in the event, the successful Bidder fails to accept the contract and fails to submit the "Performance Guarantee Bonds to the Owner as stipulated in this Re-Tender documents within ten days (10) days after receipt of notice of award of contract.
- D. The Earnest Money Deposit of the successful Bidders 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 Re-Tender guarantee.

#### **IT8. INCOME TAX CLEARANCE CERTIFICATE:**

Latest Income Tax clearance Certificates must accompany with the Re-Tender without which the Re-Tender is liable to be summarily rejected. The Income Tax Clearance Certificate obtained from the Income Tax Officer shall clearly indicate the Income Tax Pan No/Circle/Ward, District and the reference number of the assessment along with the assessment year.

#### **IT9. PREPARATION OF RE-TENDER DOCUMENTS**

Bidders are required to note the following while preparing the Re-Tender Documents:

- A. RE-TENDER shall be submitted on the RE-TENDER form bound here in English.  
All statements shall be properly filled in. Numbers shall be stated both in words and in figures where so indicated.
- B. All entries or prices and arithmetic shall be checked before submission of the RE-TENDER. If there is discrepancy between the rates quoted in figures and in words, the rates expressed in words shall be considered as binding.
- C. Each Re-Tender shall be accompanied by the prescribed Re-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 Bidder may be affixed and duly signed and stamped. Such variations may be approved or refused by the Corporation is not obliged to give reason for his decisions.

#### **IT10. SUBMISSION OF RE-TENDER DOCUMENTS**

Bidders are requested to submit the RE-TENDER Documents on following lines.

- A. Volume containing following documents:
  - I. Earnest Money Deposit.
  - II. Certificate as registered contractor in appropriate class with Government of Gujarat or appropriate authority.
  - III. Bidder's financial capability statement including last three years Income tax returns, balance sheet, duly signed by registered chartered account.
  - IV. Bidder's experience in the field relevant to this contract.
  - V. A list of the equipment the Bidder possesses and that which he proposed to acquire and use for the purpose related to the work.

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

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

Re-Tender by partnership firm must be furnished with the full names and addresses of all partners and be signed by one of the members of the

partnership or by a legally authorized representative holding power of attorney followed by signature and designation of the person or persons signing.

Re-Tender by Corporations/Companies must be signed with the legal name of the Corporation/Companies by the president/or by the secretary or other person or persons legally authorized to bind the Corporation/Company in the matter.

#### **IT11 RE-TENDER VALIDITY PERIOD**

The validity period of the Re-Tender submitted for this work shall be of 60 days from the date of opening of the Re-Tender and that the Bidder shall not be allowed to withdraw or modify the Re-Tender offer on his own during the validity period. The Bidder will not be allowed to withdraw the Re-Tender or make any modifications or additions in the terms and conditions on his own e-Re-Tender. If this is done then the owners shall, without prejudice to any other right or remedy, be at liberty to reject the Re-Tender and forfeit the earnest money deposit in full.

#### **IT12 GENERAL PERFORMANCE DATA**

Bidder shall present all the information which is sought for in the Re-Tender document in form of various schedules if given. RE-TENDER may not be considered if left blank or the schedules are not properly filled in.

#### **IT13 SIGNING OF Re-Tender DOCUMENTS**

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

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

If the Re-Tender is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firms shall have the responsibility for e-Re-Tendering and for completion of the contract documents and furnish evidence admissible in law in respect of the authority to such firms on behalf of the group of firms for e-Re-Tendering and for completion of contract documents. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the Re-Tender shall be furnished along with the Re-Tender.

All witnesses and sureties shall be persons of status and probity and their full

names, occupations and addresses shall be stated below their signatures. All the signatures in the Re-Tender documents shall be dated.

#### **IT14 WITHDRAWAL OF RE-TENDERS**

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

#### **IT15 INTERPRETATIONS OF Re-Tender DOCUMENTS**

Bidders shall carefully examine the Re-Tender Document and fully inform themselves as to all the conditions and matters which may in any way affect the work or the cost thereof. If a Bidder finds 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 CITY ENGINEER, R.M.C. The result of interpretation of the Re-Tender will be issued as addendum.

#### **IT16 ERRORS AND DISCREPANCIES IN RE-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.

#### **IT17 MODIFICATION OF DOCUMENTS**

Modification of specifications and extension of the closing date of the e-Re-Tender, if required will be made by an addendum. Each addendum will be made available online to all Bidders. These shall form a part of e-Re-Tender. The Bidder 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 e-Re-Tender. Bidders shall verify the number of Addenda issued, if any and acknowledge the receipt of all Addenda in the Re-Tender. Failure to so acknowledge may cause the Re-Tender to be rejected.

A. The Owner may issue Addenda to advise Bidders of changed requirements. Such addenda may modify previously issued Addenda.

B. No addendum may be issued after the time stated in the notice inviting e-Re-Tenders.

#### **IT18 TAX AND DUTIES ON MATERIALS**

All charge on account of excise duties, Central / State, sales tax, work contract tax and other duties etc. on materials obtained for the works from any source shall be borne by the contractors. No (P) or 'C' or 'D' form shall be supplied.

#### **IT19 EVALUATION OF E-RE-TENDERS**

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

#### **IT20 TIME REQUIRED FOR COMPLETION**

The completion period mentioned in this schedule is to be reckoned from the

date of notice to proceed. Total completion period is **02 Months** from the date of issue of notice to proceed and contractor should adhere to this completion time.

#### **IT21 POLICY FOR RE-TENDER UNDER CONSIDERATION**

RE-TENDER shall be termed to be under consideration from the opening of the e-Re-Tender until such time any official announcement or award is made.

While e-Re-Tenders are under consideration, Bidders and their representative or other interested parties are advised to refrain from contacting by any means any corporations personnel or representatives on matters related to the e-Re-Tenders under study. The Corporation's representatives if necessary will obtain clarification on e-Re-Tenders by requesting such information from any or all the Bidders, either in writing or through personal contact, as may be necessary. The Bidder will not be permitted to change the substance of his Re-Tender after Re-Tenders have been opened. This includes any post Re-Tender price revision. Non-compliance with this provision shall make the Re-Tender liable for rejection.

#### **IT22 PRICES AND PAYMENTS**

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

#### **IT23 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-Re-Tenders.

#### **IT24 AWARD**

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

- A. After all contract contingencies are satisfied and the Notice of Award is issued, the successful Bidder shall execute the Contract Agreement within the time stated and shall furnish the Bond as required herein. The contract Agreement shall be executed, in form stipulated by the Owner.
- B. If the Bidder 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 e-Re-Tender security forfeited and will take action as deemed fit.
- C. A corporation, partnership firm or other consortium acting as the Bidder 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 Bidder is duly authorized to do so.

#### **IT 25 SIGNING OF CONTRACT**

The successful Bidder shall be required to execute the contract agreement within 10 days of receipt of intimation to execute the contract, failing which the Corporation will be entitled to annul the award and forfeit the Earnest Money Deposit. The person to sign the contract document shall be person as detailed in Article IT.13 (signing of Re-Tender documents).

#### **IT 26 DISQUALIFICATION**

**A Re-Tender shall be disqualified and will not be taken for consideration if,**

- (a) The Re-Tender fee and Re-Tender Earnest Money Deposit is not deposited in full and in the manner as specified as per Article IT.7 i.e. Earnest Money Deposit.
- (b) The Re-Tender is in a language other than English or does not contain its English Translation in case of other language adopted for Re-Tender preparation.
- (c) The Re-Tender documents are not signed by an authorized person (as per Article IT.13 i.e. signing of Re-Tender documents).
- (d) The general performance data for qualification is not submitted fully (as per Article IT.12 i.e. General performance Data).
- (e) Bidder does not agree to payment terms defined as per Article IT.23 i.e. payment terms.

**B Re-Tender may further be disqualified if,**

- (a) Price variation is proposed by the Bidder on any principle other than those provided in the Re-Tender Documents.
- (b) Completion schedule offered is not consistent with the completion schedule defined and specified in Re-Tender document.
- (c) The validity of Re-Tender bond is less than that mentioned in Article IT.11 i.e. e-Re-Tender validity period.
- (d) Any of the page or pages of Re-Tender is/are removed or replaced.
- (e) Any conditional Re-Tender.

#### **IT 27 PERFORMANCE GUARANTEE (SECURITY DEPOSIT)**

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

A fixed deposit receipt of any Schedule Bank or Nationalized Bank (except Co-operative Bank) duly endorsed in favour of the **Raikot Municipal Corporation, Raikot.**

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. Alternatively, the

contractor may at his option deposit an amount of **2.5%** of the value of the contract price within ten days and the balance **2.5%** to be recovered in installment through deduction @ the rate of 10% from the running account bills. It is further clarified that Performance Guarantee (SD) for extra work will also be recovered @ 10% from the bill of extra work i.e. works beyond Re-Tender amount.

On due performance and completion of the contract in all respects, **THE PERFORMANCE GUARANTEE (SECURITY DEPOSIT) WILL BE RELEASED TO THE CONTRACTOR WITHOUT ANY INTEREST AFTER DEFECT LIABILITY PERIOD IS OVER.**

**IT28 STAMP DUTY**

The successful BIDDERS shall have to enter into an agreement on a non-judicial stamp paper of amount as per Stamp Duty Act in the form of the agreement approved by the Corporation. The cost of stamp paper and adhesive stamp shall be borne by the contractor.

**IT29 BRAND NAMES**

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

**IT30 NON TRANSFERABLE**

Re-Tender documents are not transferable.

**IT31 COST OF e-Re-Tendering**

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

**IT32 EFFECT OF e-Re-Tender**

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

**IT33 CHANGE IN QUANTITY**

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

**IT34 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.

**IT35 RIGHTS RESERVED**

The owner reserves the right to reject any or all e-Re-Tenders, to waive any

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

**IT36 ADDITIONAL RIGHTS RESERVED**

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

**IT37 MOBILIZATION ADVANCE**

No mobilization advance or advance on machinery will be given.

**IT38 CONDITIONAL e-Re-Tenders**

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

**IT39 CESS & REGISTRATION:**

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

**IT40 ESI REGISTRATION:**

The contractors who are liable to be registered under ESI Act must possess ESI registration number at the time of filling of Re-Tender. The agency should follow all the rules and regulations of ESI Act as per prevailing norms.

**IT41 PROFESSIONAL TAX**

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

**IT42 PF CODE:**

The contractors who are liable to be registered under EPF Act, 1950 must possess EPF code at the time of filling of Re-Tender. The agency should follow all the rules and regulations of the Act as prevailing currently.

**IT43 LABOUR LICENSE:**

The contractors who are liable to be registered under Contract Labour Act, 1970 must possess online Labour License at the time of filling of Re-Tender. The agency should follow all the rules and regulations of the Act as prevailing currently.

**IT44 FILLING OF e-RE-TENDER**

The bidder shall have to fill all the details required in on-line bidding form of e-Re-Tender. Incomplete OR inappropriate OR wrong information filled may cause the e-Re-Tender to be rejected.



**Addl/Asst.Engineer**  
**R.M.C.**

**Dy.Ex.Engineer**  
**R.M.C.**

**CITYENGINEER**  
**R.M.C.**

**SignatureofContractorwithSeal**

**ADDITIONALINSTRUCTIONSTOTHEBIDDERS**

1. Competency of Re-Tender – No contract will be awarded except to responsible bidders capable of performing the class of works contemplated. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in a satisfactory manner within the time stipulated. Contractor may be required to furnish the department with the statement as to their experience and their financial status.
2. Re-Tender will be deemed to have inspected the site and to have satisfied as to the nature of all works, all existing roads, water-way and other means of communication and access to and from the site and work and the building that may be required for temporary purpose in connection with the construction, completion and maintenance of the works and must make his own inquiries as to work, yard sites and depot, and dumps and as to acquisition of such additional sites and areas as may be necessary for temporary purpose for constructing, completing and maintaining the works.
  - a. The Re-Tenders shall be received only under "ONLINE THROUGH E- Re-Tendering" No other system, namely receiving of Re-Tenders by Hand Delivery 'or' by Express Delivery 'or' in person, should be adopted under any circumstances.
  - i. Late Re-Tenders (i.e. Re-Tender received after the specified time of opening), delayed Re-Tenders (i.e. Re-Tenders received before the time of opening but after due date and time of receipt of Re-Tenders) and post Re-Tenders offers shall not be opened and considered at all.
  - ii. The Re-Tenders received after time & the dates specified in the Re-Tender notices shall not be received by the concerned office,
  - iii. Necessary records should be maintained for refusal of such Re-Tenders in the registers for receiving Re-Tenders and should be initialed by the concerned City Engineer (Special).
3. **Payment:-** The Re-Tender must understand clearly that the rates quoted are for completed works and include all costs due to labor, scaffolding plant, supervision, service works, power, royalties and Vat etc., and to include all extra to cover the cost of night work if and when required and no claim for additional payment beyond the price/rates quoted will be entertained and the BIDDERS will not be entitled subsequently to make any claim on the ground of misrepresentation or on the ground that he was supplied with information given by any person (whether the member is the employee of Public Works Department or not). Any failure on his part to obtain all necessary information for the purpose of making his Re-Tender and filling the several prices and rates therein shall not relieve him from any risks or liabilities arising out of or consequent upon the submission of the Re-Tender.
4. Re-Tender Forms – Every 'blank' in the form of the Re-Tender and in the schedule must be filled up by the BIDDERS and must return the documents sent herewith.

5. Bidders can prepare and edit their offers number of times before Re-Tender submission date and time. After Re-Tender submission date and time, bidder cannot edit their submitted offer in any case. Nowritten or online request in this regard shall be granted.
6. The contractor shall have to furnish Income Tax Clearance Certificate before his Re-Tender is accepted and intimate assessment number and ward under which he is assessed.
7. Copies of certificate as regards previous experience, if any, must accompany the Re-Tender.
8. Declarations showing all works on hand with the Contractor and the value of work that remain to be executed in each case must accompany the Re-Tender.
9. All pages of Schedule 'A' and 'B' and specifications should be initialled by the Contractor.
10. All corrections, erasures and overwritings should be initialled by the Contractor.
  - i. Discrepancies and adjustment of Errors any error in quantity or amount in Schedule 'B' showing items of works to be carried out shall be adjusted in accordance with the following rules.
  - ii. In the event of a discrepancy between description in words and figures quoted by a BIDDERS in the rates column, the description in words shall prevail.
  - iii. In the event of an error occurring in the 'amount' column of the Schedule 'B' showing items of work, as a result of wrong multiplication of the unit rate and quantity; the unit rate shall be regarded as firm and multiplication shall be amended on the basis of the rate.
  - iv. All errors in totaling in 'amount' column in carrying forward totals shall be corrected.
  - v. Any rounding of amount against "items" or in "totals" shall be ignored.
11. The Re-Tendered sum so altered shall for the purpose of the Re-Tender be substituted for the sum originally Re-Tendered and considered for acceptance.
12. i) It may please be noted that the Re-Tender will be considered as invalid, especially, if there requirements as per instruction No. 1 to 10 above are not complied with before submitting the Re-Tender. Also please read carefully the face sheet and 'General Rules and Directions for the guidance of contractor of this form
  - ii) Right is reserved to reject any or all Re-Tender(s) without assigning any reason(s) therefore
13. In addition to the above, the Re-Tender will also be liable to be rejected outright if-
  - i. The BIDDERS proposes any alteration in the work specified or in the time allowed for carrying out the work or any condition or correction made in any code or mode or Schedule 'B' or specifications.
  - ii. Any of the page of the Re-Tender is/are removed or replaced
  - iii. All corrections, additions or pasted slips are not initialled by the Re-Tenderer. Any erasure is made by him in the Re-Tender and.
  - iv. The BIDDERS or in the case of a firm, each partner or the person holding the power of attorney thereof does not sign or signature is/are not attested by a witness on page, 15 of the Re-Tender in the space provided for the purpose.
14. The quantity of various items mentioned in the schedule-B is liable to increase or decrease. Under the circumstances, the contractor shall have to carry out the work accordingly. Rajkot Municipal Corporation will not entertain any dispute in this regard.
15. The agency has to bear the expenses for all the tests required to be carried out

for this Re-Tender works.

16. The contractor shall have to get registered under ESI (Employer's State Insurance) Act and obtain ESI Registration number if the number of workers are 10 Nos. or more. Also, the agency shall have to give all the benefits to the workers as available under the ESI Act. The agency should follow all the rules and regulations of ESI Act as per prevailing norms
17. The rate of extra items which is not included in Re-Tender item is to be taken from the SOR of RMC/GWSSB/PWD/R& B which is prevalent at the time of Re-Tendering. The rate of the extra items would be considered in the same percentages (more or less) as quoted by the contractor.
18. A certificate of registration as approved contractor should be attached with Re-Tender.

**Add Asst Engineer**  
**Civil Dept.**

**Dy. Ex. Engineer**  
**Civil Dept.**

**City Engineer (S  
pl)**  
**Civil Dept.**

**Rajkot Municipal Corporation**

**Signature of Contractor**

### **Special Condition for Contractor**

This site for the proposed Supplying, Installing, Testing & Commissioning of Fire Fighting System of Various Buildings of East Zone in Rajkot.

Contractor is expected to have visited the site and gets to know about the existing structures in and around the Site.

1. Laboratory for material test shall be approved from Engineer in charge prior to execute the work. And in Civil Items 10 % of Total Material Testing Should be done in GERI.
2. The client reserves the right to select the manufacturer or approved make from the list, no change to be permitted in this make during the execution of the contract.
3. The water for construction, drinking and other use, shall be arranged by the contractor at his own cost. Similarly, arrangement for electricity for construction / domestic use shall be arranged by the contractor and no claim of this account shall be entertained.
4. No deviation from the approved list of makes shall be permitted. In case, certain items of Equivalent is mentioned, the same shall be got approved from Engineer in charge before ordering.
5. The contractor has to barricade the premises with steel pipes and steel sheets within week from the commencement of work.
6. The contractor should be given one soil investigation Report to RMC
7. The Contractor Should be paid Proof Checking Fees of Structure design of Pump Room with Under Ground Water Tank. Proof checking Fees of UG Tank Will be Directly Pay to Proof checking Consultant Either Deducted in 1<sup>st</sup> R.A. Bill. Proof checking Consultant is approved by engineer in charge.
8. The Contractor has to design and work accordingly NBC/CGDCR and also prepared the Submission drawing for Fire NOC. It will be Completely responsibility of contractor for Final Fire NOC and Renewal of Fire NOC Up to Five Years. All Expenses for Fire NOC and Renewal of Fire NOC should be bearer by the contractor. And also checking and maintain the pumps, sprinklers, Smoke Detection System at quarterly Interval Up to Five Years.
9. The Contractor Should have or appoint the Fire Safety Officer with minimum 10 years experience with minimum degree of Diploma in Fire Engineering.
10. The Contractor has to put Structure Stability Report for all building at a time of

approval for propose Fire Drawing. For this all-expenses bearer by the contractor.

11. PMC's Fee 1.50% Of Total Project Cost Will Be Deduct in Contractor's Running Bill.
12. The Agency has to carry out the maintenance of above said Work for the period of Five Years.
13. In the Items where the only Quoter rates are asked contractor shall be binded to execute the item of any quantum of quantity. No extra rate will be paid to contractor.
14. The rates quoted shall remain firm, for all works done under this Contract, irrespective of any rise in cost of materials, labour, taxes and without any reference to the quantity or the location of work, till the completion of the project. Escalation clause will not be applicable to all items mentioned in Re-Tender including extra items.
15. The bill of quantities enclosed is provisional and approximate and liable to change. The Architect and the Owner reserve the right to delete or add any item/ portion of work during the progress of work. Payments shall be effected to the Contractor only on actual quantities of work done at site at the accepted rates. The Contractor must check the quantities from the drawings before ordering/purchasing of any material and must consult the EIC. The Contractor shall be responsible for any variation in quantity of materials ordered by him. The Contractor shall not be entitled to any compensation on the grounds of variation in quantity. RMC will pay for items/ materials only for actual required quantity

#### 1) **Project Execution and Management**

The contractor shall ensure that senior planning and erection personnel from his organization are assigned exclusively for this project. They shall have minimum 5 years' experience in this type of installation and shall ensure at least one full time engineer who would be exclusively responsible for ensuring strict quality control, adherence to specifications and ensuring top class workmanship for the air conditioning installation including electrical works and controls. The names and details of the engineers proposed to be deployed should be indicated along with their qualifications and experience.

The contractor shall arrange to have mechanized & modern facilities of transporting material to place of installation for speedy execution of work.

#### 2) **Performance Guarantee**

- 1.1. The contractor shall carry out the work in accordance with the Drawings, specifications, schedule of quantities and other documents forming part of the contract as well as site conditions.
- 1.2. The contractor shall be fully responsible for the performance of the selected equipment (installed by them) at the specified parameters and for the efficiency of the installation to deliver the required end result.
- 1.3. The contractor shall guarantee the air conditioning & Ventilation units as installed. The guarantee shall be submitted in the Performa given in **Annexure**.
- 1.4. Complete set of architectural drawings is available in the Architect / Consultant's office and reference may be made to same for any details or information. The contractor shall also guarantee that the performance of various equipment's - individually, shall not be less than the guaranteed capacity, also actual power consumption shall not exceed the guaranteed figure, while handing over

and during the guarantee period.

### 3) **Bye-Laws and Regulations**

The installation shall be in conformity with the bye-laws, regulations and standards of the local authorities concerned; in so far as these become applicable to the installation. But if these specifications and drawings call for a higher standard of materials and / or workmanship than those required by any of the above regulations and standards, then these specifications and drawings shall take precedence over the said regulations and standards. However, if the drawings and specifications require something which violates the bye-laws and regulations, then the bye-laws and regulations shall govern the requirement of this installation.

### 4) **Fees and Permits**

The contractor shall obtain all permits/licenses and pay for any and all fees required for the inspection, approval and commissioning of their installation if required.

### 5) **Re-Tender Drawings**

The Architect drawings listed in this Re-Tender, which may be issued with the Re-Tenders, are diagrammatic and indicate arrangement of various systems and the extent of work covered in the contract. These drawings indicate the points of supply and termination of services and broadly suggest the feasible scheme and routes to be followed.

Contractor shall visit site prior to start-up of work to ensure that the layouts meet and match the structural openings and paths for smooth execution.

All such changes shall however be subjected to the Architect/Consultant approval.

#### **These drawings are not working drawings.**

Under no circumstances shall dimensions be scaled from these drawings. The Architectural / Interiors drawings and details shall be examined for exact location of equipment, controls.

If required, the contractor shall follow the Re-Tender drawings in preparation of his shop drawings, and for subsequent installation work. All work of execution shall only commence after receipt of the signed & stamped approval of the consultant / client.

Maximum headroom shall be maintained at all points. Where headroom appears inadequate, the contractor shall notify the Architect / Consultant / Owner's site representative any discrepancies and obtain clarification. Any changes found essential to coordinate installation of their work with other services and trades, shall be made with prior approval of the Architect / Consultant / Owners site representative without additional cost to the Owner. The data given in the drawings and specifications is as exact as could be procured, but its accuracy is

not guaranteed.

6) **Technical Data**

Each Re-Tenderer shall submit along with his Re-Tender, the technical data, list of makes and data sheets for all items / equipment's offered by them. **Failure to furnish complete technical data with Re-Tenders may result in summary rejection of the Re-Tender.**

Add Asst Engineer  
Civil Dept.

Dy. Ex. Engineer  
Civil Dept.

City Engineer (Sp  
l)  
Civil Dept.

**Rajkot Municipal Corporation**

**Signature of Contractor**

## **Free maintenance Guarantee period:**

### **Scope of work for Civil, Electric & Fire Fighting work**

Design, Supply, Installation, Testing, Commissioning and comprehensive maintenance of Fire Fighting System. The agency has to repair / replace all the equipment within 72

hours after receipt of the complaint, Failing which penalty will be imposed as per Re-Tender

terms and condition, This is comprehensive maintenance period for Five years, hence the agency has to perform all civil, electrical and mechanical activities including labour and material during the performance period without any extra charge.

It is comprehensive maintenance so all the equipment's warranty must be without any terms and condition and in any fault any defect raise in the all-electrical live parts, The agency must be repaired / replace with supply, installation, transport, taxes, loading and unloading work.

The contractor shall have to give Five years free maintenance guarantee period from the certified date of completion. During this period Agency shall have to repair/ replaced the damaged/ installed portion of Electrical/Fire Equipment Work of the specially Items under warranty period at his risk and cost as per direction of the Engineer-in-charge. Five percent of total project cost shall be withheld and will be released after the free maintenance guarantee period (i.e. Five years) is over.

### **Fire Fighting work Maintenance during defects liability period**

#### **1. Complaint**

The contractor shall receive calls for any and all problems experienced in the operation of the system under this contract, attend to these within 12 hours of receiving the complaints and shall take steps to immediately correct any deficiency that may exist.

#### **2. Repairs**

All equipment that requires repairing shall be immediately serviced and repaired. Since the period of Mechanical maintenance runs for five years concurrently with the defects liability period, all replacement parts and labour and consumables shall be supplied promptly free of charge to the owner.



### **3. Uptime Guarantee**

The contractor shall guarantee for the installed system an uptime of 99 %. In case of shortfall in any month during the defects liability period, the defects liability period shall be get extended by a month for every month having shortfall. In case of shortfall beyond the defects liability period, the contract for operation and maintenances shall get extended by a month for every month having shortfall and no reimbursement shall be made for the extended period.

Each Re-Tenderer shall submit along with the Re-Tender a detailed operation assistance proposal for the owners site representatives/consultants review. This shall include the type of service planned to be offered during defects liability period and beyond

**4. Penalty**

**(1) Penalty for Late Maintenance:-**

The contractor shall receive calls for any and all problems of the system under this contract, attend to these calls within 12 hours of receiving the complaints and shall take steps to immediately correct any deficiency that may exist. If the Contractor does not respond in a above timeline then Penalty Charge For Late maintenance should be cut from his security deposit as 2500 Rs/day till the responding. If The Contractor does not able to do repairing working given timeline than in that case the client has to authority to do maintenance with other agency and give his fee from the contractor's security deposit and additional 2 times the fee as penalty charge.

**Add Asst Engineer  
Civil Dept.**

**Dy. Ex. Engineer  
Civil Dept.**

**City Engineer (Spl)  
Civil Dept.**

**Rajkot Municipal Corporation**

# **F O R M A T S**

**Financial&OtherStatements**

**Information / Details to be submitted by the Bidders in the Performa mentioned under Statement no 1 to 9. All the documents submitted herewith as supporting documents shall be duly attested and certified true copy.**

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**STATEMENT NO-1**

**DECLARATION**

I/We

\_\_\_\_\_ hereby declared that I am/We partner(s) are not blacklisted or Terminated or Debarred or suspended, backed out, delisted or connected with firm black listed or terminated or debarred or suspended or backed out or delisted in any States, CPWD/MES/Railways or any Government, Semi-Government or Private body since the inception of the firm /company. Also, no Police complaint is lodged against the firm/company or Staff deployed by me/us.

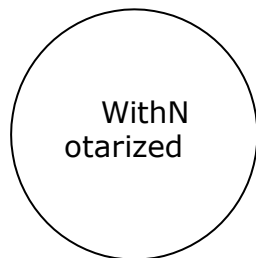
At present I am/we are registered as approved contractor(s), firm(s) in \_\_\_\_\_ State, CPWD/MES/Railways.

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

If further undertaken that if above declaration proves to be wrong/incorrect or misleading, our Re-Tender/contract stand to be cancelled/terminated.

Date:  
Place:

\_\_\_\_\_  
Signature of Authorized Person



## **STATEMENTNO-2**

### **APPLICABILITY OF PROVIDENT FUND AND MISCELLANEOUSPROVISIONSACT1952**

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

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

#### **Declaration Of Depositing Provident Fund contribution**

This to certify that we have deducted the employees' P.F. and deposited the same along with employer's contribution towards provident fund on labour charges / wages paid by us to the labourers engaged for the work of \_\_\_\_\_ with \_\_\_\_\_ Provident Fund Authority under our Provident Fund Code No. \_\_\_\_

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

**Date:  
Bidder**

**Seal and Signature of the**

**STATEMENTNO.-3**

**CURRICULAMVITAE**

<b>Sr.No.</b>	<b>Detailsofperson</b>	
1.	Name	
2.	Age	
3.	Qualifications	
4.	ExperienceinProjectRelatedfield	
5.	Otherexperiences	
6.	EmploymentRecord.	

<b>Sr.No.</b>	<b>Period From- To</b>	<b>Organization under whichwork</b>	<b>Status /position inthe</b>


**Note:**

- (1) Separatesheetforeachpersontobefurnishedasabove.
- (2) Thecontractor'sProjectTeamshouldconsistofpersonsinthefollowing disciplines.
  - a) SeniorEngineerwithexperienceofconcernedwork
  - b) SeniomaterialEngineer.
  - c) SeniorQuantitySurveyor.
  - d) Projectmanagementexpert.
  - e) Siteincharge

**STATEMENT-4**

**INFORMATION REGARDING FINANCIAL CAPACITY OF THE  
CONTRACTORS**

<b>Sr.</b>	<b>Details</b>	<b>Amount(Rs.inlakhs)</b>	<b>Remarks</b>
1.	Solvency		A Banker's Certificate of current financial year may please be attached.
2.	Annual Turnover for the last seven years.		Certified true copy to be attached
3.	Price of biggest similar nature job carried out		Certified true copy to be attached



**STATEMENT NO. – 4/A**

**BIDDER'S FINANCIAL CAPACITY**

<b>Sr.No.</b>	<b>Financial Year</b>	<b>Annual Turn over in Engineering Projects Rs.</b>	<b>Networth Rs.</b>	<b>Net Cash Rs.</b>	<b>Working Capital Rs.</b>
1	2022-2023				
2	2021-2022				
3	2020-2021				
4	2019-2020				
5	2018-2019				
6	2017-2018				
7	2016-2017				

**Note:-**

- 1) *Figures to be taken from audited balance sheets. Duly certified attested true copy*
- 2) *Copies of the balance sheet to be attached..*
- 3) *The bidder shall have to provide that for a period of at least 3 Months the bidder has ability to sustain negative cash balance and how he propose to meet with the same.*
- 4) *Cash Plan/Cash flow Statement.*

**STATEMENT NO.-4/B**

**AVAILABLE BID CAPACITY**

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
<b>Value of work executed in Rs. Crores.</b>							

The available bid capacity will be worked out as follows.

**Available bid capacity =  $(A \times N \times 2) - B$ , where**

**A** = Maximum of updated total amount of work executed in any one year of the last five financial years.

**B**

= The amount of the existing commitments and ongoing work to be discharged during time interval of N years from the bid due date.

**N** = Number of years prescribed for completion of the proposed works

**STATEMENT NO. – 5**

**LIST OF SINGLE PROJECT WORK OF NOT LESS THAN 60% OF THE ESTIMATED COST COMPLETED DURING THE LAST SEVEN YEARS.**

<b>Sr. No</b>	<b>Year of Construction work</b>	<b>Name of Project</b>	<b>Name of owner &amp; contact person of the project, address, phone</b>	<b>Total cost of the work</b>	<b>Total value of work done</b>	<b>Date of starting work</b>	<b>Date of Actual completion of work</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

**Note:** Certificate from the owners in support of above works may be enclosed with this statement.

**STATEMENT NO.5/A**

**Detailed information of similar type of work costing not less than 50% of Re-Tender amount completed with good quality and workmanship in the past seven years.**

Name of Contractor:

Sr. No.	Name of work	Name of client	Estimated cost of work (Rs. Lakhs)	Re-Tender amount (Rs. Lakhs)	Date of award of contract	Target date of completion	Actual date of completion	Reason for delay	Amount of work done during last seven years preceding this Re-Tender (Rs. Lakhs).							Amount of work done after March 2021 (Rs. Lakhs)	Remarks	
									2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23			

**Note:** Certificate from the owners in support of above works may be enclosed with this statement.



**STATEMENTNO. – 5/C**

**DETAILSOFONGOINGPROJECT**

<b>Sr. No</b>	<b>Nameofproject</b>	<b>Value ofremaining workRs.inlak hs.</b>	<b>Start date</b>	<b>Likelydate ofcomple tion</b>	<b>Name, address,telephone, fax no. ofproject authority andcontactperson.</b>

**STATEMENTNO.-6****DETAILS OF PLANT & MACHINERY TO BE DEPLOYED ON THISWORK**

Nameofthecontractor/company\_\_\_\_\_

<b>Sr. No</b>	<b>Name ofplants/machinery</b>	<b>Nos.available(withmake&amp;year)</b>	<b>Nos.proposed tobedeployedfor thisproject</b>	<b>Present location</b>	<b>Presentvalue ofplant/machineries</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

**Note:**

*Plant/machinerieswhichareproposedtobeprocurdshallhavetobeprocurdattheearliestafterawardof thework andbeforethestart ofthework.*

**STATEMENT NO. 7**

**METHOD STATEMENT AND WORK PLAN**

The Bidders shall have to provide a brief write up to be enclosed with the "Technical Bids" covering his approach and methodology to handle the project construction activities including his details work plan. The brief shall include the following aspects.

<b>Sr. No.</b>	<b>Components</b>	
1.	Methodology	
2.	Construction equipment availability and plan of deployment.	
3.	PERT/Construction chart/Bar chart.	



**Application Form(1)**  
General Information

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

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

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

<b>Nationalityofowners</b>		
	<b>Name</b>	<b>Nationality</b>
1.		
2.		
3.		
4.		
5.		

<b>Name of Bidders officers/Personstobecontacted</b>			
<b>Name.</b>	<b>Address</b>	<b>PhoneNos.</b>	<b>Fax.</b>

## Application Form(1A)

### Structure and Organization

<p><b>The applicant is</b>  an individual  a proprietary firm  a firm in partnership  a Limited Company or Corporation  a group of firms/consortium (if Yes, give completion information in respect of each partner)</p>	
<p>Attach the Organization Chart showing the structure of the organization including the names of the Directors and position of officers</p>	
<p>Number of years of experience:  as a Prime Contractor  (contractor shouldering major responsibility  in own country  other countries (specify country)</p>	
<p>in a consortium in  own country  other countries (Specify country)</p>	
<p>as a sub-contractor (specify  main contractor)  in own country  other countries (Specify country)</p>	
<p>4. Name and address of any associates the applicant has in India (in case the applicant happens to be from foreign country) who are knowledgeable in the procedures of customs, immigration, taxes and other information necessary to do the work.</p>	
<p>For how many years has your organization been in business of similar work under its present name? What were your fields when your organization was established? Whether any new fields were added in your organization? And if so, when?</p>	

<p>5. Were you ever required to suspend construction for a period of more than six months continuously after you started? If so, give the name of project and give reasons thereof.</p>	
<p>6. Have you ever left the work awarded to you incomplete? If so, give name of project and reasons for not completing work.</p>	
<p>In which fields of civil engineering construction do you claim specialization and interest?</p>	
<p>Give details of your experience in mechanized cement concrete lining and in modern concrete technology for manufacture and quality control.</p>	
<p>Give details of your experience in using heavy earth moving equipment and quality control in compaction of soils.</p>	
<p>Give details of your experience in Underground Drainage work in rocky area.</p>	
<p>Give details of civil work for drainage pumping station</p>	
<p>Give details for construction of sewerage treatment plant</p>	
<p>Give details for pumping machinery in drainage pumping station</p>	

## **GENERAL CONDITIONS OF CONTRACT**

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GC-01

**DEFINITIONS AND INTERPRETATIONS:**

In the contract (as hereinafter defined) the following words and expressions shall, unless repugnant to the subject or context thereof, have the following means assigned to them.

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.

The "Contractor" shall mean the person or the persons, firm or Company whose Re-Tender has been accepted by the Owner and include the Contractor's legal representative, his successors and permitted assignees.

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.

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 RE-TENDER Document whose authority shall be notified in writing to the Contractor by the Engineer-In-Charge.

"E-RE-TENDER" –

the offer or proposal of the Bidders submitted in the prescribed form setting forth the prices for the work to be performed, and the details thereof.

"Contract Price" shall mean total money payable to the Contractor under the contract.

"Addenda" shall mean the written or graphic notices issued prior to submission of Re-Tender which modify or interpret the contract documents.

"Contract Time" – the time specified for the completion of work.

"Contract" shall mean agreement between the parties for the execution of works including therein all contract documents.

"Contract Document" shall mean collectively the Re-

Tender documents, designs, drawings, specifications, agreed variations, if any and such other documents constituting the Re-Tender and acceptance thereof.

"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.

The "Specifications" shall mean all directions, the various Technical Specifications, provisions and requirements attached to the contract

which pertain to the method and manner of performing the work, to the quantities and qualities of the work and the materials to be furnished under the contract for the work and any order(s) or instruction(s) thereunder. It shall also mean the latest Indian Standard Institute Specification relative to the particular work or part thereof, so far as they are not contrary to the RE-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.

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.

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 labour required for relative or incidental to or in connection with the commencement, performance and completion of any work and/or incorporation in the work.

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.

The "Temporary Work" shall mean all temporary works of every kind required in or about the execution, completion and maintenance of the work.

"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.

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.

**"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 OR through e-mail OR mobile message shall be deemed to have been received in the ordinary course of post it would have been delivered.

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.

"Final Test Certificate" shall mean the final test certificate issued by the owner within the provisions of the contract.

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.

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.

"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.

"Approved" shall mean approved in writing including subsequent confirmation in writing of previous verbal approval and "Approval" means approved in writing including as aforesaid.

"Letter of Acceptance" shall mean an intimation by a letter to Bidder that this Tender has been accepted in accordance with the provisions contained therein.

"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.

"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.

"Security Deposit" shall mean the deposit to be held by the owner as security for the due performance of the contractual obligations.

The "Appointing Authority" for the purpose of Arbitration shall be the Municipal Commissioner, Rajkot Municipal Corporation.

"Retention Money" shall mean the money retained from R.A. Bills for the due completion of the "LET WORKS".

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 intending bidders should inspect the site & make themselves familiar with site conditions and available communication facilities.

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

**GC-03****SCOPE OF WORK:**

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

**Power Supply:**

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

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

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

**GC-04****RULING LANGUAGE:**

The language according to which the contract shall be construed and interpreted shall be English. 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 of Contract shall prevail over those of any other documents of the contract unless specifically provided otherwise, should there be any discrepancy, inconsistency, error or omission in 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 cases shall be final and binding to the Contractor.
2. Works shown upon the drawings but not described in the specifications or described in the specifications without showing on the drawings shall be taken as described in the specifications and shown on the drawings.
3. The headings and the marginal notes to the clause of these General Conditions of Contract or to the specifications or to any other part of e-Re-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.
4. Unless otherwise stated specifically, in this contract documents the singular shall include the plural and vice-versa wherever the context so requires. Works imparting persons shall include relevant Corporations /Body of individual/firm of partnership.
5. Notwithstanding the sub-division of the documents into separate sections and volumes every part of each shall be supplementary to and complementary of every other part and shall be read with and into

the context so far as it may be practicable to do so.

6. Where any portion of the General Conditions of Contract is repugnant to or at variance with any 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 override the provisions of General Conditions of Contract to the extent of each repugnancy of variance.
7. The materials, design, and workmanship shall satisfy the relevant IS, and codes referred to. If additional requirements are shown in the specifications, the same shall be satisfied over and above IS and other codes.
8. If the specifications mention that the Contractor shall perform certain work or provide certain facilities, it shall mean that the Contractor shall do so at his own cost.

**9. Contractor to Collect His Own Information-**

The details given in the Re-

Tender are arranged making necessary investigations for framing an estimate. However, when the work is being executed, changes in soil conditions are likely to be met 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 this Re-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 Re-Tendered rates.

He is deemed to have known the scope, nature and magnitude of the work and the requirements of materials and labour involved and as to whatever work he has to complete in accordance with the contract. The Contractor is expected to visit the site and surroundings to satisfy himself as to the nature of all existing structures, if any, and also as to the nature and the 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-Re-Tendering shall be deemed to have satisfied himself, as to all considerations and circumstances affecting the Re-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 RE-TENDER:**

The Contractor shall be deemed to have satisfied himself before re-tendering as to the correctness of the re-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 supersede all else. Should any discrepancies however, appear or should any misunderstanding arise as to the meaning and intent of the said specifications or drawings, or as to the dimensions or the quality of the materials or the due and proper execution of the works, or as to the measurement or quality and valuation of the work executed under this contract or as extra there upon, the same shall be explained by the Engineer-In-Charge and his explanations shall be subject to the final decision of the Municipal Corporation in case reference be made to it, being 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 Institutions shall apply.

**GC-10      PERFORMANCE GUARANTEE (SECURITY DEPOSIT):**

1. A sum of 5% of the contract price shall be deposited by the Bidder (hereinafter called the contractor when Re-Tender is accepted) as security deposit with the owner for the faithful performance, completion and maintenance of the works in accordance with the contract documents and to the satisfaction of the Engineer-In-Charge and assuring the payment of all obligations arising from the execution of the contract. This shall be deposited in one of the forms mentioned below:
  - a. By a Demand Draft on the Rajkot Branch of any Scheduled Bank except co-operative bank.
  - b. A Fixed Deposit Receipt of a Schedule Bank duly endorsed in favor of

the "RAJKOT MUNICIPAL CORPORATION", Rajkot.

- c. The Contractor may pay 2.5% of the value of works as initial security deposit and the balance 2.5% shall be recovered in installments through deductions at the rate of 10 (ten) percent of the value of each Running Account Bill till the total security execution exceeds the accepted value of Re-Tender because of allotment of further work, further recoveries towards security deposit shall be effected at 10% of the R A Bills to make up the five percent security deposit of the revised value of contract. Alternatively, the Contractor may at his option deposit the full amount of 5 percent of security deposit within ten days of receipt by him of the notification accepting the Re-Tender in the form as aforesaid. **PERFORMANCE GUARANTEE (SECURITY DEPOSIT) WILL BE RELEASED TO THE CONTRACTOR WITHOUT ANY INTEREST AFTER DEFECT LIABILITY PERIOD IS OVER.**

2. If the Contractor, sub-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.

Orders given to Contractor's representatives shall be considered to have the same force as if they had been given to the Contractor himself. Contractor shall give not less than ten (10) days' notice in writing to the Engineer-In-Charge before 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 expense for carrying out such inspection or measurement.

2. The material shall be dispatched from Contractor's store on site of work before 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 60 Months. 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 a 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) Decides 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 hereinafter called defects in this clause) he shall, as soon as reasonably practicable, 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 stops as may in all circumstances be responsible to make good such defects. The expenditures 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



t, he shall nevertheless carry it out and any disagreement as to the nature of the work and the rate to be paid therefor shall be resolved.

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 cases 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 Bidder at the time of submitting his Re-Tenders 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 Re-Tender documents. The Engineer-In-Charge upon scrutiny of such submitted programme by Contractor, shall examine its suitability of it to the requirement of contract and suggest modifications, if found necessary.

**GC-15****SUB-LETTING OF WORK:**

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

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

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

Not-

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

**GC-17****TIME FOR COMPLETION:**

1. The work covered under this contract shall be commenced from the date the Contractor is served with a notice to proceed with the work and shall be completed before the date as mentioned in the time schedule of work. The time is the essence of the contract and unless the same is extended a

s mentioned in Clause GC-18 "Extension of Time", the Contractor shall pay liquidated damages for the delay.

2. The general timeschedule for construction is given in the Re-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 for cause 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.

**GC-19**      **CONTRACT AGREEMENT:**

The successful Bidder shall enter into and execute the contract agreement within 10 (ten) days of the notice of award, in the form shown in Re-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 every day of delay subject to a maximum of 10% of the contract value or as decided by Municipal Commissioner.

The Contractor shall complete one-sixth quantum of work within one-fourth period, four-tenth quantum of work within one-half period and eight-tenth quantum of work within three-fourth period, failing which, the Contractor shall be liable to pay liquidated damages an amount as specified above, or as decided by Municipal Commissioner.

The amount of liquidated damages shall, however, be subjected to a maximum of 10 percent of the contract value.

**GC-21**      **FORFEITURE OF SECURITY DEPOSIT:**

Whenever any claim against the Contractor for the payment of a sum of money out of or under the contract arises, the Corporation shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor. In case the security deposit is insufficient, the balance

recoverable shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. The Contractor shall pay to the owner on demand any balance remaining due.

**GC-22 ACTION OF FORFEITURE OF SECURITY DEPOSIT:**

In any case in which under any Clause or Clauses of the contract, the Contractor shall have committed a breach of any of the terms contained in this contract, the owner shall have power to adopt any of the following courses as he may deem best suited to his interest.

- a) To rescind the contract (of which recession notice in writing to the contractor under the hand of the 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.
- b) To employ labour and to supply materials to carry out the balance work debiting Contractor with the cost of labour employed and the cost of materials supplied for which a certificate of the Engineer-In-Charge shall be final and conclusive against the Contractor and 10% of costs on 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.
- c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hand and give it to another Contractor to complete, the same. In this case the excess expenditure incurred than what would have been paid to the original Contractor, if the whole work had been executed by him, shall be borne and paid by the original Contractor and shall be deducted from any money due to him by the owner under the contract or otherwise and for the excess expenditure, the certificate of the Engineer-In-Charge shall be final and conclusive.

In the event any of the above courses being adopted by the owner, the Contractor shall have no claims for compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any 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 Re-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 in contravention of subletting clause hereof and the same action may be taken and the same consequences shall ensue as provided in the subletting clause.

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

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies, the 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, whose 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 employee's trespassing, the Contractor shall be responsible therefore and relieve the owner of all consequent claims, actions for damages or injury or any other ground whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this claim shall be final.
4. If and when required by the owner, the Contractor's personnel entering upon the owner's premises shall be properly identified by badges of a type acceptable to the owner which must be worn at all times on owner's premises.

**GC-29****TERMINATION OF SUB-CONTRACT BY OWNER:**

If any sub-

contractor engaged upon the works at the site execute any work which in the opinion of Engineer-In-

Charge is not accordance with the contract documents, the owner may by writt en notice to the Contractor request him to terminate such sub-contract and the Contractor upon the receipt of such notice shall terminate such sub-contracts and the latter shall forthwith leave the works, failing which, the owner shall have the right to remove such sub-contractors from the site.

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

**GC-30****POWER OF ENTRY:**

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

- i) Fail to carry out works in conformity with the contract documents, or
- ii) Fail to carry out the works in accordance with the timeschedule, or
- iii) Substantially suspend work or the works for a period of seven days without authority from Engineer-In-Charge, or
- iv) Fail to carry out and execute the work to the satisfaction of the Engineer-In-Charge, or
- v) Fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- vi) Commit breach of any other 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 a amalgamation or reconstruction then in any such case.

The owners shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant and stores therein and to revoke the Contractor's license to use the same and to complete the works by his agents, other Contractor or workmen, to relate the same upon any 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 a 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 CONTRACTORS AND AGENCIES:**

Without repugnance to any other conditions, it shall be the responsibility of the Contractor executing the work, to work in close co-operation and co-ordination with other Contractors or their authorized representatives and the Contractor will put a joint scheme with the concurrence of other contractors or their authorized representatives showing the arrangements for carrying his portion of the work to the Engineer-In-Charge and get the approval. The Engineer-In-Charge before approving the joint scheme will call the parties concerned and modify the scheme if required. No claim will be entertained on account of the above. The Contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or by laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to works or any temporary works. The Contractor shall keep the owner indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes, ordinance, laws, rules, regulations etc.

**GC-32****OTHER AGENCIES AT SITE:**

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

**GC-33****NOTICES:**

Any notice under this contract may be served on the Contractor or his duly authorized representative at the job site or may be served by Registered Post direct to the official address of the Contractor. Proof of issue of any such notice could be conclusive of the Contractor having been duly informed of all contents therein.

**GC-34****RIGHTS OF VARIOUS INTERESTS:**

The owner reserves the right to distribute the work between more than one Contractor. Contractor shall co-operate and afford reasonable opportunity to other Contractors for access to the works, for the carriage and storage of materials and execution of their works. Whenever the work being done by department of the owner or by other Contractor employed by the owner is contingent upon work covered by this contract, the respective rights of the various 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**

**RETENTION MONEY:**

Pursuance to clause GC-36 (Terms of Payment) any money due to the Contractor for work done, Corporation will hold as Retention money five (5) percent of the value of work. The retention money will not normally be due for payment until the completion of the entire work and till such period the work has been finally accepted by the Corporation and a completion certificate issued by the Corporation in pursuant to Clause GC 79 (Completion Certificate).

**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 commissions 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 arise therefrom.

**GC-40**

**BREACH OF CONTRACT BY CONTRACTOR:**

If the Contractor fails to perform the work under the contract with due diligence or shall refuse or neglect to comply with instructions given to him in writing by the Engineer-In-Charge in accordance with the contract, or shall contravene the provisions of the contract, the Corporation may give notice in writing to the Contractor to make good such failure, neglect, or contravention. Should the Contractor fail to comply with such written notice within 10 (Ten) 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 clause 20 (Liquidated damages), Rajkot Municipal Corporation may give notice in writing to the Contractor to expedite the work, so that the work can be completed as per time schedule. If Contractor fails to expedite the work within 10 days of receipt of notice, Rajkot Municipal Corporation may terminate the contract and debar the Contractor for three years and the remaining work will be executed through other agency at the risk and cost of the Contractor.

**GC-41**      **DEFAULT OF CONTRACTOR:**

- i) The Corporation may upon written notice of default to the Contractor terminate the contract in circumstances detailed as under:
  - a) If in the opinion of the Corporation, the Contractor fails to make completion of works within the time specified in the completion schedule or within the period for which extension has been granted by the Corporation to the Contractor.
  - b) If in the opinion of the Corporation, the Contractor fails to comply with any of the other provisions of this contract.
- ii) In the event, the Corporation terminates the contract in whole or in part as provided in Article GC-50 (Termination of the Contract) the Corporation reserves the right to purchase upon such terms and in such manner as it may be deemed appropriate, 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.
- iii) If this contract is terminated as provided in this paragraph GC-40 AND/OR GC-30 (Power of Entry) (1) 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 contracts so terminated.
- iv) In the event, the Corporation does not terminate the contract as provided in the paragraph GC-50 (Termination of Contract) the Contractor shall continue performance of the contract, in which case, he shall be liable to the Corporation for liquidated damages for delay until the works are completed and accepted.

**GC-42**      **BANKRUPTCY:**

If the Contractor shall become bankrupt or insolvent or has a receiving order made against him, or compound with his creditors, or being the

Corporation commence to be wound up not being a member voluntarily 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:**

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

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

**GC-44      DECLARATION AGAINST WAIVER:**

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

**GC-45      LAW GOVERNING THE CONTRACT:**

This contract shall be construed according to and subject to the laws of India and the State of Gujarat and under the jurisdiction of the Courts of Gujarat at Rajkot.

**GC-46      OVERPAYMENT AND UNDERPAYMENT:**

Whenever any claim for the payment of a sum to the Corporation arises out of or under this contract against the Contractor, the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Corporation (which may be available with the Corporation), or from his retention money or he shall pay the claim on demand. The Corporation reserves the right to carry out post payment audit and technical 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 decisions 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 upheld) 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 matters should be referred to Municipal Commissioner who will be sole Arbitrator whose decisions will be final and binding to the Contractor.

The word "Arbitration" or "Arbitration Clause" wherever mentioned in this Re-Tender document, is to be treated to be referred to GC-49. In this context, an Order bearing No. RMC/Legal/1858 dated 18-02-2017 of Legal Department of Rajkot Municipal Corporation is uploaded separately along with this Re-Tender, which Order, will hereafter referred and taken into consideration for Arbitration related purpose.

**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 Corpor

ation 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, earthquake or similar occurrence in any part of the world beyond the control of either party to the contract which financially or otherwise materially affects the execution of the contract, the Contractor shall unless and until, the contract is terminated under the 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:**

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

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

**GC-54      PATENTS AND ROYALTIES:**

1. Contractor, if licensed under any patent covering equipment, machinery, materials or composition of matter to be used or supplied or methods and 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 method 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. With respect to any sub-contract entered into by Contractor pursuant to the provisions of the relevant clause hereof, the Contractor shall obtain from the sub-contractor an understanding to provide the owner

with the same patent protection that contracts is required to provide under the provisions of the clause.

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

**GC-55**      **LIEN:**

If, at any time, there should be evidence of any lien or claim for which owner might have become liable and which is chargeable to the Contractor, the 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 labour force required for the work and plan and execute the construction and erection work according to the prescribed schedule. No extra rate will be considered for such work in monsoon. During monsoon and entire construction period, the Contractor shall keep the site free from water at his own cost.

**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 laborer's do not remain idle. The owner will not be responsible for idle labour of the Contractor. The Contractor shall submit to the owner progress report every week. The details and proforma of the report will be as per

mutual agreement.

**GC-60      DRAWINGSTOBESUPPLIEDBYTHEOWNER:(N.A.)**

The drawings attached with the Re-Tender documents shall be for general guidance of the Contractor to enable him to visualize the type of work contemplated and scope of work involved. Detail working drawings according to which the work is to be done shall be prepared by the Contractor for executing the work.

**GC-61      DRAWINGSTOBESUPPLIEDBYTHECONTRACTOR:**

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

Certified true for..... Project Agreement No.....

Signed.....

**Contractor  
In-Charge**

**Engineer-**

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

**GC-62      SETTING OUT WORK:**

The Contractor shall set out the work on the site handed over by the Engineer-In-Charge and shall be responsible for the correctness of the same. The work shall be carried out to the entire satisfaction of Engineer-In-Charge. The approval thereof 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 levels, posts, pegs, bamboos, flags, ranging rods, strings and other materials and labourers required for proper setting out of the work. The Contractor shall provide fix and be responsible for the maintenance of all stakes, templates, level 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 and cross lines shall be marked by small masonry pillars. Each pillar shall have distance mark at the center for setting up the theodolite. The work shall not be started unless the setting out is checked and approved by Engineer-In-Charge in writing but such approval shall not relieve the Contractor of his responsibilities about the correctness of setting out. The Contractor shall provide all materials, labour



r 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 error 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. Material 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 mark supplied by reputed firms of the DGS&D list.

2. If however, the Engineer-In-Charge feels that the work is likely to be delayed due to Contractor's inability to procure materials, the Engineer-In-Charge shall have the right to procure materials, from the market and the Contractor will accept these materials at the rates decided by Engineer-In-Charge.

**GC-64****MATERIALS TO BE SUPPLIED BY THE OWNER:**

1. If the contract provided certain materials or stores to be supplied by the owner, such materials and stores transported by the Contractor at his cost from owner's stores or Railway Station. The cost from Contractor for the value of 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: (N.A.)**

The materials specified to be issued by the owner to the Contractor shall be issued by the owner at his store and all expenses for 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 requirement 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 thereof without the permission of owner and unserviceable materials that maybe 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 high rate or not being available in the market then 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 sites shall be the property of the owner and the Contractor shall properly preserve the same to the satisfaction of the Engineer-In-Charge and shall hand over the same to the owner.

**GC-69      DISCREPANCIES BETWEEN INSTRUCTIONS:**

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

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

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

nable by him. The rates for such additional, altered or substitute work shall be worked out as under :

- a) If the rates for additional, altered or substitutes work are specified in the contract for work, the Contractor is bound to carry out such work at the same rates as specified in the contract.
- b) If the rates for additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates of similar items of work in the contract work. The opinion of Engineer-In-Charge as to whether the rates can be reasonably so derived the items of contract will be final and binding to the Contractors.
- c) If the rates of altered, additional or substitute work cannot be determined as specified in (a) or (b) above, the rates shall be paid as per S.O.R. of RMC and if not available in RMC SOR than it will be paid according to SOR of R&B/GWSSB.
- d) If the rates of altered, additional or substitute work cannot be determined as specified in (a) or (b) or (c) above, the Contractor shall within seven days of the receipt of order to carry out the work inform the Architect / Engineer-In-Charge of the rate which he intends to charge for such work supported by rate analysis and the Architect / Engineer-In-Charge will determine the rate on the basis of prevailing market rates of materials, labour cost as per schedule of labour plus 15% thereon as Contractor's supervision overheads and profit. The opinion of Architect / Engineer-In-Charge as to the market rates of materials and the quantity of labour involved per unit of measurement will be final and binding on Contractor.  
But under no circumstances, the Contractor suspends work or the plea of non-settlement of items falling under this clause.

**GC-71 ACTION WHEN NO SPECIFICATIONS ARE ISSUED:**

In case of any class of work for which no specifications is supplied by the owner in the Re-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 the same it is to be with standard Engineering Practices subject to the approval of Engineer-In-Charge.

**GC-72 ABNORMAL RATES:**

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

**GC-73 ASSISTANCE TO ENGINEER-IN-CHARGE:**

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

**GC-74 TESTS FOR QUALITY OF WORK:**

1. All workmanship shall be of the best kind described in the contract documents and in accordance with the instructions of Engineer-In-Charge and shall

be subjected from time to time to such tests at Contractor's cost as the Engineer-In-Charge may direct at the place of manufacture or fabrication or on the site or at any such place. Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing of any work of workmanship as may be selected and required by Engineer-In-Charge.

2. All tests necessary in connection with the execution of work as decided by Engineer-In-Charge shall be carried out at an approved laboratory at Contractor's cost.
3. Contractor shall furnish the Engineer-In-Charge for approval when requested or if required by the specification, adequate samples of all materials and finished goods to be used in work sufficiently in advance to permit tests and examination thereof. All materials furnished and finished goods applied in work shall be exactly as per the approved samples.

**GC-75 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP:**

If it shall appear to the Engineer-In-Charge that any work has been executed with materials of inferior description, or quality or are unsound or with unsound, imperfect or unskilled workmanship or otherwise not in accordance with the contract, the Contractor shall, on demand in writing from Engineer-In-Charge or his authorized 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 half a percent of the estimated cost of work for every work 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 labour 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 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 effect their use for the purpose for which they are intended and except for maintenance thereof) as per General Conditions of Contract the Engineer-In-

Charge shall issue a certificate (hereinafter called completion certificate) in which shall certify the date on which work has been completed and has passed the said tests and owners shall be deemed to have taken over work on the date so certified. If work has been divided in various groups in contract, owners 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 work 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 not be shown on drawings or described specifically in contract documents.

2. The Schedule of Rates shall be deemed to include and cover the cost of all constructional plant, temporary work, materials, labour and all other matter 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 proforma in quadruplicate to the Engineer-In-Charge of the work giving abstract and detailed measurements of various items executed during a month as mutually agreed. The Engineer-In-Charge shall verify the bill and the claim, as far as admissible, adjusted if possible, within 10 days of presentation of the bills.

**GC-82 RUNNING ACCOUNT PAYMENT TO BE REGARDED AS ADVANCES:**

1. All running account payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or rejected or to be considered as an admission of the due performance of contractor any part thereof.
2. Five (5) percent of the gross R A Bill amount shall be retained from each bill as retention amount and the same will be paid with the final bill.

**GC-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 notices shall be given to the Engineer-In-Charge within ten (10) days from the happening of any event upon which Contractor bases such claims and such notices shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on the part of the Contractor to put forward any claim with the necessary particulars as above, within the time above specified shall be an absolute waiver thereof. No omission by owner to reject any such claim and no delay in dealing therewith shall be a waiver by owner or any rights in respect thereof.

**GC-84 PAYMENT OF CONTRACTOR'S BILL:**

1. The price to be paid by the owner to Contractor for the work to be done and for the performance of all the obligations undertaken by the Contractor under contract shall be based on the contract price and payment to be made accordingly for the work actually executed and approved by the Engineer-In-Charge.
2. No payment shall be made for work costing less than Rs.2,00,000/- till the work is completed and a certificate of completion for Construction is 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 monthly payment proportionate to the part thereof, approved and



passed by Engineer-In-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against contractor. This payment shall be made after necessary deductions as stipulated elsewhere in the contract documents for materials, security deposit etc. The payment shall be released to the Contractor within two (2) months of submission of the bill duly pre-occupied on proper revenue stamp. Payment due to Contractor shall be made by the owner by ECS/RTGS mode in Indian currency. Successful bidder must furnish his Bank details for RTGS/ECS with Account Branch of RMC.

**GC-85****FINAL BILL:**

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

**GC-86****RECEIPT FOR PAYMENT:**

Receipt for payment made on account of work when executed by a firm must be signed by a person holding Power of Attorney in this respect on behalf of Contractor except when described in the Re-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 fulfils 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, labour and staff colonies etc. constructed are removed and the work site cleaned to the satisfaction of the Engineer-In-Charge. If Contractor shall fail to comply with the requirements as aforesaid or before date fixed for the completion of work, the Engineer-In-Charge may at the expense of Contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit.

3. The following documents will form the completion documents:-
  - a) Technical documents according to which the work has been carried out.
  - b) Three sets of construction drawings showing therein the modifications and corrections made during the course of execution signed by the Engineer-In-Charge.
  - c) Completion Certificate for "Embedded" or "Covered" upwork.
  - d) Certificate of final levels as set out for various works.
  - e) Certificate of test performed for various work.
  - f) Material appropriation statement for the materials issued by owner for work and list of surplus materials returned to owner's store duly supported by necessary documents. (N.A.)
  
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 or 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 Sales Tax, 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.  
 If the Contractor is not liable to Sales Tax assessment, a certificate to that effect from the Competent Authority shall be produced without which final payment to the Contractor shall not be made. No.P, 'C' and 'D' Form shall be supplied by the owner, and the Contractor shall be required to pay full taxes as applicable.
  
2. Contractor shall be responsible for compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship.
  
3. Contractor further agrees to comply and to secure the compliance of all subcon

tractors with applicable Central, State, Municipal and local laws and regulations and requirement. Contractor also agrees to defend, indemnify and 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.

The Sales Tax on work contract will be borne by Contractor.

**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 harmless from any liability or penalty which may be imposed by the Central or State Government or local authority by reasons of any violation by Contractor or Sub-Contractor or the Employees State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of Contractor by third parties or by Central or State Government authority or any administrative Sub-division thereof.

Contractor agrees to fill in with the Employees State Insurance Corporation, the declaration form and all forms which may be required in respect of Contractor's or sub-Contractor's employees whose aggregate remuneration is Rs.400/- p.m. or less and who are employed in

work provided for or those covered by ESI from time to time under the agreement. The Contractor shall deduct and secure the agreement of the sub-Contractor to deduct the employees contribution as per the first schedule of the Employees State Insurance Act from wages. Contractor shall remit and secure the agreement of sub-contractor to remit to the State Bank of Indian Employees State Insurance Accounts, the employee's contribution as required by the Act. Contractor agrees to maintain all cards and records as required under the Act in respect of employees

and payments and Contractor shall secure the agreements of the subcontractors to maintain in such records, any expenses incurred for the contributions, making contributions or maintaining records shall be to Contractor's or sub-contractors own account. Owner shall retain such sum as may be necessary from the contract value until Contractor shall furnish satisfactory proof that all contribution as required by the Employees State Insurance Act, 1948 have been paid.

2. **Workman's compensation and employees liability insurance:** Insurance shall be effected for all Contractor's employees engaged in the performance of this contract. If any part of work is sublet, Contractor shall require the sub-Contractor to provide workman's compensation

and 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-Contractors.
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 labour (Abolition and Regulations) Act, 1970.
2. PAYMENTS OF CLAIMS AND DAMAGES: If owner has to pay any money in respect of such claims or demands aforesaid, the 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 labour direct or indirectly employed on the work of this contract.

**GC-94      SAFETY CODE:****General:**

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

**First Aid and Industrial Injuries:**

Contractor shall maintain First-Aid facilities for its employees and those of his sub-contractors.

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.

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.

**General Rules:**

Carrying and striking, matches, 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 sub-Contractors/ employees in this regard.

**Contractor's Barricades:**

Contractor shall erect and maintain barricades without any extra cost, required in connection with his operation to guard or protect during the entire phase of the operation of this contract for -

- i) Excavation
- ii) Hoisting areas
- iii) Areas adjudged hazardous by Contractor's or Owner's inspectors.
- iv) Owner's existing property liable to be damaged by Contractor's operations, in the opinion of Engineer-In-Charge/Site Engineer.

Contractor's employees and those of his sub-contractors shall become acquainted with owner's barricading practices and shall respect the provisions thereof.

Barricades and hazardous areas adjacent to but not located in

normal routes of travel shall be marked by red lantern at night.

### **Scaffolding:**

Suitable scaffolding shall be provided for workman for all work that cannot safely be done from ladders. When a ladder is used, an extra mazzdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handholds shall be provided on the ladder and the same shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

Scaffolding or staging, more than 3.6 M. (12') above the ground or floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise fixed at least 1.0 M (3') high above the floor or platform or scaffolding or staging and extending along the entire length of the outside ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

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

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

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

### **Excavation:**

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

Ladder shall be extended bottom of the trench to at least 3" above

the surface of the ground. The side of the trench which are 1.5 M (5') or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 M (5') of the trench or half of the trench depth whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

### **Demolition:**

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

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

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

### **Safety Equipment:**

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.

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

### **Risky Place:**

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

### **Hoisting Equipment:**

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

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.

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

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. 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 sus

pension, 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.

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 which 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 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.

**No Exemption:**

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.

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

**Addl/Asst. Engineer  
R.M.C.**

**Dy. Ex. Engineer  
R.M.C.**

**CITY ENGINEER  
R.M.C.**

**Signature of Contractor with Seal**

**PART-II SECTION-3**

**TECHNICAL SPECIFICATIONS**

**PART-**  
**IISECTION-3**  
**TECHNICAL**

**SPECIFICATIONSCONTENT**

<b>SRNO</b>	<b>PARTICULARS</b>
<b>A</b>	<b>GENERAL</b>
1	ScopeofContract
2	Re-TenderPrice
3	CompletionSchedule
4	General technical guidelines
5	POA plan of action
<b>B</b>	<b>Scope of work of project Terms &amp; Conditions</b>
<b>C</b>	<b>ADDITIONALCONDITIONS</b>



## 2. Tender PRICE:

The rates quoted in the bill of quantities shall cover everything necessary for the due and complete execution of the work according to the drawings and other conditions and stipulations of the contract including specifications of the evident, intent and meaning of all or either of them or according to customary usage and for periodical and final inspection and test and proof of the work in every respect and for measuring, numbering or weighing the same, including setting out and laying or fixing in position and the provision of all materials, power, tools, rammers, labour, tackle, platforms with impervious lapped joints for scaffolding, ranging roads, straight edged, cantering and boxing, wedges, moulds, templates, posts, straight rods, straight edged, cantering and boxing, wedges, moulds, templates, posts, straight rails, boning staves strutting, barriers, fencing lighting pumping apparatus, temporary arrangement for passage of traffic access to premises and continuation to drainages water supply and lighting (if interrupted by contractor's work) temporary sheds, painting, varnishing, polishing establishment for efficient supervision and stating arrangements for the efficient protective of life and property and all requisite plant and machinery of every kind.

The contractor shall keep every portion of the work clear of accumulation from time to time and shall leave every portion of the work clean, clear, perfect and at the conclusion of whole, providing at their own cost all such material implement, appliances and labor as the Engineer in charge may require to prove if it to be so.

Estimation for the supply and installation of fire equipments on site is as per following which may vary according to codes of conducts for fire safety and contractor need to compulsory follow those code of conducts mentioned exact after estimation in this Re-Tender document

**Estimates: -****SITE01: SAINT SHREE VELNATH COMMUNITY HALL,JAKATNAKA,  
NEW MORBI ROAD, RAJKOT.**

SR.	DESCRIPTION	QTY.	UNIT	RATE	TOTAL
1	Supply, Installation and Testing G.I. B class pipe of size 100 mm(4") dia.	125	MTR.	2555	319375.00
2	Supply, Installation and Testing G.I. B class pipe of size 80 mm(3") dia.	110	MTR.	1335	146850.00
3	Supply, Installation and Testing G.I. B class pipe of size 50 mm(2") dia.	85	MTR.	927	78795.00
4	Supply, Installation and Testing G.I. B class pipe of size 25 mm(1") dia.	345	MTR.	608	209760.00
5	Supply, Installation and Testing Fire hydrant valve type 63 mm dia	8	NOS.	7646	61168.00
6	Supply, Installation and Testing Hose reel drum compete with 25 mm dia. In length of 30 meters, with shut off nozzle	8	NOS.	3500	28000.00
7	Supply, Installation and Testing M.S Hose box DOUBAL DOOR	8	NOS.	3500	28000.00
8	Supply, Installation and Testing fire hose pipe of 63 mm. dialenth 15 mtr.	16	NOS.	5202	83232.00
9	Supply, Installation and Testing s.s. short branch pipe	8	NOS.	1662	13296.00
10	Supply, Installation and Testing 25mm dia brass ball valve	9	NOS.	1200	10800.00
11	Supply, Installation and Testing Butterfly valve of 100mm	4	NOS.	3305	13220.00
12	Supply, Installation and Testing Butterfly valve of 80mm	3	NOS.	2382	7146.00
13	Supply, Installation and Testing Non return valve of 100mm	3	NOS.	5094	15282.00
14	Supply, Installation and Testing Fire brigade inlet 02 way type	1	NOS.	6742	6742.00
15	Supply, Installation and Testing SPRINKER	110	NOS.	522	57420.00

16	Supply, Installation and Testing Smoke Detector	80	NOS.	1550	124000.00
17	Supply, Installation and Testing Smoke Detector panel Conventional type	1	NOS.	17000	17000.00
18	Supply, Installation and Testing FIRE PUMP LPM 900 30M HEAD	1	NOS.	101859	101859.00
19	Supply, Installation and Testing STARTAR FOR PUMP	1	NOS.	45000	45000.00
20	Supply, Installation and Testing hooter	8	NOS.	491	3928.00
21	Supply, Installation and Testing manual call point	8	NOS.	3871	30968.00
22	Supply, Installation and Testing on-off switch	8	NOS.	550	4400.00
23	Supply, Installation and Testing 2 ZONE PANEL	1	NOS.	9500	9500.00
24	Supply, Installation and Testing Cable 2 core 1.5 sq mm	1050	MTR.	173	181650.00
25	Supply, Installation and Testing Fire Extinguisher ABC Type 6Kg.	9	NOS.	4150	37350.00
26	Supply, Installation and Testing Fire Extinguisher Co2 Type 4.5Kg.	9	NOS.	8500	76500.00
27	PLUMBING FITTING	1	NOS.	27673	27673.00
28	CORE CUTING HOLL	1	NOS.	116	116.00
		TOTAL			17,39,030.00
		CONTIGENCY (10%)			1,73,903.00
		TOTAL			19,12,933.00
		GST (18%)			3,44,327.94
		TOTAL RS.			22,57,260.94
		<b>SAY TOTAL RS.</b>			<b>22,57,261.00</b>

**SITE02 : LIBRARY BUILDING,NEAR PEDAK ROAD, RAJKOT.**

<b>SR.</b>	<b>DESCRIPTION</b>	<b>QTY.</b>	<b>UNIT</b>	<b>RATE</b>	<b>TOTAL</b>
1	Supply, Installation and Testing G.I. B class pipe of size 100 mm(4") dia.	30	MTR.	2555	76650
2	Supply, Installation and Testing G.I. B class pipe of size 80 mm(3") dia.	5	MTR.	1335	6675
3	Supply, Installation and Testing G.I. B class pipe of size 50 mm(2") dia.	0	MTR.	927	0
4	Supply, Installation and Testing G.I. B class pipe of size 25 mm(1") dia.	0	MTR.	608	0
5	Supply, Installation and Testing Fire hydrant valve type 63 mm dia	3	NOS.	7646	22938
6	Supply, Installation and Testing Hose reel drum compete with 25 mm dia. In length of 30 meters, with shut off nozzle	3	NOS.	3500	10500
7	Supply, Installation and Testing M.S Hose box DOUBAL DOOR	3	NOS.	3500	10500
8	Supply, Installation and Testing fire hose pipe of 63 mm. dialenth 15 mtr.	6	NOS.	5202	31212
9	Supply, Installation and Testing s.s. short branch pipe	3	NOS.	1662	4986
10	Supply, Installation and Testing 25mm dia brass ball valve	4	NOS.	1200	4800
11	Supply, Installation and Testing Butterfly valve of 100mm	2	NOS.	3305	6610
12	Supply, Installation and Testing Butterfly valve of 80mm	2	NOS.	2382	4764
13	Supply, Installation and Testing Non return valve of 100mm	2	NOS.	5094	10188
14	Supply, Installation and Testing Fire brigade inlet 02 way type	1	NOS.	6742	6742
15	Supply, Installation and Testing SPRINKER	0	NOS.	522	0



16	Supply, Installation and Testing Smoke Detector	0	NOS.	1550	0
17	Supply, Installation and Testing Smoke Detector panel Conventional type	0	NOS.	17000	0
18	Supply, Installation and Testing FIRE PUMP LPM 900 30M HEAD	1	NOS.	101859	101859
19	Supply, Installation and Testing STARTAR FOR PUMP	1	NOS.	45000	45000
20	Supply, Installation and Testing hooter	3	NOS.	491	1473
21	Supply, Installation and Testing manual call point	3	NOS.	3871	11613
22	Supply, Installation and Testing-on-off switch	3	NOS.	550	1650
23	Supply, Installation and Testing 2 ZONE PANEL	1	NOS.	9500	9500
24	Supply, Installation and Testing Cable 2 core 1.5 sq mm	150	MTR.	173	25950
25	Supply, Installation and Testing Fire Extinguisher ABC Type 6Kg.	5	NOS.	4150	20750
26	Supply, Installation and Testing Fire Extinguisher Co2 Type 4.5Kg.	5	NOS.	8500	42500
27	PLUMBING FITTING	1	NOS.	14525	14525
28	CORE CUTING HOLL	1	NOS.	116	116
		TOTAL			4,71,501.00
		CONTIGENCY (10%)			47,150.10
		TOTAL			5,18,651.10
		GST (18%)			93,357.20
		TOTAL RS.			6,12,008.30
		<b>SAY TOTAL RS.</b>			<b>6,12,008.00</b>

**SITE03 : ATAL BIHARI VAJPEYI AUDITORIUM HALL, RAJKOT.**

<b>SR.</b>	<b>DESCRIPTION</b>	<b>QTY.</b>	<b>UNIT</b>	<b>RATE</b>	<b>TOTAL</b>
1	SUPPLY, INSTALLATION AND REPAIR WORK IN ALL INSTRUMENTS AS PER PREVAILING FIRE NORMS AND RULES	1	1	0	3,50,000.00
		CONTINGENCY (10%)			35,000.00
		TOTAL			3,85,000.00
		GST (18%)			69,300.00
		TOTAL RS.			4,54,300.00
		<b>SAY TOTAL RS.</b>			<b>4,54,300.00</b>

**SITE04 : PANDIT DIN DAYAL COMMUNITY HALL, RAJKOT.**

SR.	DESCRIPTION	QTY.	UNIT	RATE	TOTAL
1	Supply, Installation and Testing G.I. B class pipe of size 100 mm(4") dia.	75	MTR.	2555	191625
2	Supply, Installation and Testing G.I. B class pipe of size 80 mm(3") dia.	0	MTR.	1335	0
3	Supply, Installation and Testing G.I. B class pipe of size 50 mm(2") dia.	75	MTR.	927	69525
4	Supply, Installation and Testing G.I. B class pipe of size 25 mm(1") dia.	200	MTR.	608	121600
5	Supply, Installation and Testing Fire hydrant valve type 63 mm dia	2	NOS.	7646	15292
6	Supply, Installation and Testing Hose reel drum compete with 25 mm dia. In length of 30 meters, with shut off nozzle	2	NOS.	3500	7000
7	Supply, Installation and Testing M.S Hose box DOUBAL DOOR	2	NOS.	3500	7000
8	Supply, Installation and Testing fire hose pipe of 63 mm. dialenth 15 mtr.	4	NOS.	5202	20808
9	Supply, Installation and Testing s.s. short branch pipe	2	NOS.	1662	3324
10	Supply, Installation and Testing 25mm dia brass ball valve	3	NOS.	1200	3600
11	Supply, Installation and Testing Butterfly valve of 100mm	2	NOS.	3305	6610
12	Supply, Installation and Testing Butterfly valve of 80mm	2	NOS.	2382	4764
13	Supply, Installation and Testing Non return valve of 100mm	2	NOS.	5094	10188
14	Supply, Installation and Testing Fire brigade inlet 02 way type	1	NOS.	6742	6742

15	Supply, Installation and Testing SPRINKER	52	NOS.	522	27144
16	Supply, Installation and Testing Smoke Detector	24	NOS.	1550	37200
17	Supply, Installation and Testing Smoke Detector panel Conventional type	1	NOS.	17000	17000
18	Supply, Installation and Testing FIRE PUMP LPM 900 30M HEAD	1	NOS.	101859	101859
19	Supply, Installation and Testing STARTAR FOR PUMP	1	NOS.	45000	45000
20	Supply, Installation and Testing hooter	2	NOS.	491	982
21	Supply, Installation and Testing mainul call point	2	NOS.	3871	7742
22	Supply, Installation and Testing on-off switch	2	NOS.	550	1100
23	Supply, Installation and Testing 2 ZONE PANEL	1	NOS.	9500	9500
24	Supply, Installation and Testing Cable 2 core 1.5 sq mm	450	MTR.	173	77850
25	Supply, Installation and Testing Fire Extinguisher ABC Type 6Kg.	5	NOS.	4150	20750
26	Supply, Installation and Testing Fire Extinguisher Co2 Type 4.5Kg.	5	NOS.	8500	42500
27	PLUMBING FITTING	1	NOS.	16663	16663
28	CORE CUTING HOLL	1	NOS.	116	116
		TOTAL			8,73,484.00
		CONTIGENCY (10%)			87,348.40
		TOTAL			9,60,832.40
		GST (18%)			1,72,949.83
		TOTAL RS.			11,33,782.23
		<b>SAY TOTAL RS.</b>			<b>11,33,782.00</b>

**SITE05: SHREE ZAVERCHAND MEGHANI BHAVAN, EAST ZONE**  
**RMC OFFICE, BHAVNAGAR ROAD, RAJKOT.**

SR.	DESCRIPTION	QTY.	UNIT	RATE	TOTAL
1	Supply, Installation and Testing G.I. B class pipe of size 100 mm(4") dia.	185	MTR.	2555	472675
2	Supply, Installation and Testing G.I. B class pipe of size 80 mm(3") dia.	10	MTR.	1335	13350
3	Supply, Installation and Testing G.I. B class pipe of size 50 mm(2") dia.	0	MTR.	927	0
4	Supply, Installation and Testing G.I. B class pipe of size 25 mm(1") dia.	0	MTR.	608	0
5	Supply, Installation and Testing Fire hydrant valve type 63 mm dia	6	NOS.	7646	45876
6	Supply, Installation and Testing Hose reel drum compete with 25 mm dia. In length of 30 meters, with shut off nozzle	6	NOS.	3500	21000
7	Supply, Installation and Testing M.S Hose box DOUBAL DOOR	6	NOS.	3500	21000
8	Supply, Installation and Testing fire hose pipe of 63 mm. dialenth 15 mtr.	12	NOS.	5202	62424
9	Supply, Installation and Testing s.s. short branch pipe	6	NOS.	1662	9972
10	Supply, Installation and Testing 25mm dia brass ball valve	6	NOS.	1200	7200
11	Supply, Installation and Testing Butterfly valve of 100mm	2	NOS.	3305	6610
12	Supply, Installation and Testing Butterfly valve of 80mm	2	NOS.	2382	4764
13	Supply, Installation and Testing Non return valve of 100mm	2	NOS.	5094	10188

14	Supply, Installation and Testing Fire brigade inlet O2 way type	1	NOS.	6742	6742
15	Supply, Installation and Testing SPRINKER	0	NOS.	522	0
16	Supply, Installation and Testing Smoke Detector	65	NOS.	1550	100750
17	Supply, Installation and Testing Smoke Detector panel Conventional type	2	NOS.	17000	34000
18	Supply, Installation and Testing FIRE PUMP LPM 900 30M HEAD	1	NOS.	101859	101859
19	Supply, Installation and Testing STARTAR FOR PUMP	1	NOS.	45000	45000
20	Supply, Installation and Testing hooter	6	NOS.	491	2946
21	Supply, Installation and Testing mainul call point	6	NOS.	3871	23226
22	Supply, Installation and Testing on-off switch	6	NOS.	550	3300
23	Supply, Installation and Testing 2 ZONE PANEL	1	NOS.	9500	9500
24	Supply, Installation and Testing Cable 2 core 1.5 sq mm	1250	MTR.	173	216250
25	Supply, Installation and Testing Fire Extinguisher ABC Type 6Kg.	8	NOS.	4150	33200
26	Supply, Installation and Testing Fire Extinguisher Co2 Type 4.5Kg.	8	NOS.	8500	68000
27	PLUMBING FITTING	1	NOS.	18311	18311
28	CORE CUTING HOLL	1	NOS.	116	116
		TOTAL			13,38,259.00
		CONTIGENCY (10%)			1,33,825.90
		TOTAL			14,72,084.90
		GST (18%)			2,64,975.28
		TOTAL RS.			17,37,060.18
		<b>SAY TOTAL RS.</b>			<b>17,37,059.00</b>

**SITE06:KOTHARIYA ANIMAL HOSTEL, KOTHARIYA, NATIONAL HIGHWAY 8-B, RAJKOT.**

SR.	DESCRIPTION	QTY.	UNIT	RATE	TOTAL
1	Supply, Installation and Testing G.I. B class pipe of size 100 mm(4") dia.	160	MTR.	2555	408800.00
2	Supply, Installation and Testing G.I. B class pipe of size 80 mm(3") dia.	50	MTR.	1335	66750.00
3	Supply, Installation and Testing G.I. B class pipe of size 50 mm(2") dia.	55	MTR.	927	50985.00
4	Supply, Installation and Testing G.I. B class pipe of size 25 mm(1") dia.	125	MTR.	608	76000.00
5	Supply, Installation and Testing Fire hydrant valve type 63 mm dia	4	NOS.	7646	30584.00
6	Supply, Installation and Testing Hose reel drum compete with 25 mm dia. In length of 30 meters, with shut off nozzle	4	NOS.	3500	14000.00
7	Supply, Installation and Testing M.S Hose box DOUBAL DOOR	4	NOS.	3500	14000.00
8	Supply, Installation and Testing fire hose pipe of 63 mm. dialenth 15 mtr.	8	NOS.	5202	41616.00
9	Supply, Installation and Testing s.s. short branch pipe	4	NOS.	1662	6648.00
10	Supply, Installation and Testing 25mm dia brass ball valve	4	NOS.	1200	4800.00
11	Supply, Installation and Testing Butterfly valve of 100mm	2	NOS.	3305	6610.00
12	Supply, Installation and Testing Butterfly valve of 80mm	2	NOS.	2382	4764.00
13	Supply, Installation and Testing Non return valve of 100mm	2	NOS.	5094	10188.00
14	Supply, Installation and Testing Fire brigade inlet 02 way type	1	NOS.	6742	6742.00

15	Supply, Installation and Testing SPRINKER	35	NOS.	522	18270.00
16	Supply, Installation and Testing Smoke Detector	25	NOS.	1550	38750.00
17	Supply, Installation and Testing Smoke Detector panel Conventional type	2	NOS.	17000	34000.00
18	Supply, Installation and Testing FIRE PUMP LPM 900 30M HEAD	1	NOS.	101859	101859.00
19	Supply, Installation and Testing STARTAR FOR PUMP	1	NOS.	45000	45000.00
20	Supply, Installation and Testing hooter	3	NOS.	491	1473.00
21	Supply, Installation and Testing manual call point	3	NOS.	3871	11613.00
22	Supply, Installation and Testing on-off switch	3	NOS.	550	1650.00
23	Supply, Installation and Testing 2 ZONE PANEL	1	NOS.	9500	9500.00
24	Supply, Installation and Testing Cable 2 core 1.5 sq mm	350	MTR.	173	60550.00
25	Supply, Installation and Testing Fire Extinguisher ABC Type 6Kg.	5	NOS.	4150	20750.00
26	Supply, Installation and Testing Fire Extinguisher Co2 Type 4.5Kg.	5	NOS.	8500	42500.00
27	PLUMBING FITTING	1	NOS.	6325	6325.00
28	CORE CUTTING HOLL	1	NOS.	116	116.00
		TOTAL			11,34,843.00
		CONTIGENCY (10%)			1,13,484.30
		TOTAL			12,48,327.30
		GST (18%)			2,24,698.91
		TOTAL RS.			14,73,026.21
		<b>SAY TOTAL RS.</b>			<b>14,73,026.00</b>



**SITE07: MOHANBHAI SARVAIYA HALL, RAJKOT.**

<b>SR.</b>	<b>DESCRIPTION</b>	<b>QTY.</b>	<b>UNIT</b>	<b>RATE</b>	<b>TOTAL</b>
1	Supply, Installation and Testing G.I. B class pipe of size 100 mm(4") dia.	160	MTR.	2555	408800.00
2	Supply, Installation and Testing G.I. B class pipe of size 80 mm(3") dia.	50	MTR.	1335	66750.00
3	Supply, Installation and Testing G.I. B class pipe of size 50 mm(2") dia.	55	MTR.	927	50985.00
4	Supply, Installation and Testing G.I. B class pipe of size 25 mm(1") dia.	125	MTR.	608	76000.00
5	Supply, Installation and Testing Fire hydrant valve type 63 mm dia	4	NOS.	7646	30584.00
6	Supply, Installation and Testing Hose reel drum compete with 25 mm dia. In length of 30 meters, with shut off nozzle	4	NOS.	3500	14000.00
7	Supply, Installation and Testing M.S Hose box DOUBAL DOOR	4	NOS.	3500	14000.00
8	Supply, Installation and Testing fire hose pipe of 63 mm. dialenth 15 mtr.	8	NOS.	5202	41616.00
9	Supply, Installation and Testing s.s. short branch pipe	4	NOS.	1662	6648.00
10	Supply, Installation and Testing 25mm dia brass ball valve	4	NOS.	1200	4800.00
11	Supply, Installation and Testing Butterfly valve of 100mm	2	NOS.	3305	6610.00
12	Supply, Installation and Testing Butterfly valve of 80mm	2	NOS.	2382	4764.00
13	Supply, Installation and Testing Non return valve of 100mm	2	NOS.	5094	10188.00
14	Supply, Installation and Testing Fire brigade inlet O2 way type	1	NOS.	6742	6742.00

15	Supply, Installation and Testing SPRINKER	35	NOS.	522	18270.00
16	Supply, Installation and Testing Smoke Detector	25	NOS.	1550	38750.00
17	Supply, Installation and Testing Smoke Detector panel Conventional type	2	NOS.	17000	34000.00
18	Supply, Installation and Testing FIRE PUMP LPM 900 30M HEAD	1	NOS.	101859	101859.00
19	Supply, Installation and Testing STARTAR FOR PUMP	1	NOS.	45000	45000.00
20	Supply, Installation and Testing hooter	3	NOS.	491	1473.00
21	Supply, Installation and Testing manual call point	3	NOS.	3871	11613.00
22	Supply, Installation and Testing on-off switch	3	NOS.	550	1650.00
23	Supply, Installation and Testing 2 ZONE PANEL	1	NOS.	9500	9500.00
24	Supply, Installation and Testing Cable 2 core 1.5 sq mm	350	MTR.	173	60550.00
25	Supply, Installation and Testing Fire Extinguisher ABC Type 6Kg.	5	NOS.	4150	20750.00
26	Supply, Installation and Testing Fire Extinguisher Co2 Type 4.5Kg.	5	NOS.	8500	42500.00
27	PLUMBING FITTING	1	NOS.	6325	6325.00
28	CORE CUTING HOLL	1	NOS.	116	116.00
		TOTAL			11,34,843.00
		CONTIGENCY (10%)			1,13,484.30
		TOTAL			12,48,327.30
		GST (18%)			2,24,698.91
		TOTAL RS.			14,73,026.21
		<b>SAY TOTAL RS.</b>			<b>14,73,026.00</b>

**SITE08: KANTIBHAI VAIDH COMMUNITY HALL NEAR JAKATNAKA,  
NEW MORBI ROAD, RAJKOT.**

SR.	DESCRIPTION	QTY.	UNIT	RATE	TOTAL
1	Supply, Installation and Testing G.I. B class pipe of size 100 mm(4") dia.	40	MTR.	2555	102200.00
2	Supply, Installation and Testing G.I. B class pipe of size 80 mm(3") dia.	35	MTR.	1335	46725.00
3	Supply, Installation and Testing G.I. B class pipe of size 50 mm(2") dia.	35	MTR.	927	32445.00
4	Supply, Installation and Testing G.I. B class pipe of size 25 mm(1") dia.	120	MTR.	608	72960.00
5	Supply, Installation and Testing Fire hydrant valve type 63 mm dia	3	NOS.	7646	22938.00
6	Supply, Installation and Testing Hose reel drum compete with 25 mm dia. In length of 30 meters, with shut off nozzle	3	NOS.	3500	10500.00
7	Supply, Installation and Testing M.S Hose box DOUBAL DOOR	3	NOS.	3500	10500.00
8	Supply, Installation and Testing fire hose pipe of 63 mm. dialenth 15 mtr.	6	NOS.	5202	31212.00
9	Supply, Installation and Testing s.s. short branch pipe	3	NOS.	1662	4986.00
10	Supply, Installation and Testing 25mm dia brass ball valve	4	NOS.	1200	4800.00
11	Supply, Installation and Testing Butterfly valve of 100mm	3	NOS.	3305	9915.00
12	Supply, Installation and Testing Butterfly valve of 80mm	2	NOS.	2382	4764.00
13	Supply, Installation and Testing Non return valve of 100mm	1	NOS.	5094	5094.00
14	Supply, Installation and Testing Fire brigade inlet O2 way type	0	NOS.	6742	0.00
15	Supply, Installation and Testing SPRINKER	50	NOS.	522	26100.00
16	Supply, Installation and Testing Smoke Detector	29	NOS.	1550	44950.00
17	Supply, Installation and Testing Smoke Detector panel Conventional type	1	NOS.	17000	17000.00
18	Supply, Installation and Testing FIRE PUMP LPM 900 30M HEAD	1	NOS.	101859	101859.00
19	Supply, Installation and Testing STARTAR FOR PUMP	1	NOS.	45000	45000.00

20	Supply, Installation and Testing hooter	2	NOS.	491	982.00
21	Supply, Installation and Testing manual call point	2	NOS.	3871	7742.00
22	Supply, Installation and Testing on-off switch	2	NOS.	550	1100.00
23	Supply, Installation and Testing 2 ZONE PANEL	1	NOS.	9500	9500.00
24	Supply, Installation and Testing Cable 2 core 1.5 sq mm	200	MTR.	173	34600.00
25	Supply, Installation and Testing Fire Extinguisher ABC Type 6Kg.	7	NOS.	4150	29050.00
26	Supply, Installation and Testing Fire Extinguisher Co2 Type 4.5Kg.	6	NOS.	8500	51000.00
27	PLUMBING FITTING	1	NOS.	16842	16842.00
28	CORE CUTTING HOLL	0	NOS.	116	0.00
		TOTAL			7,44,764.00
		CONTIGENCY (10%)			74,476.40
		TOTAL			8,19,240.40
		GST (18%)			1,47,463.27
		TOTAL RS.			9,66,703.67
		<b>SAY TOTAL RS.</b>			<b>9,66,703.00</b>

## ANNEXURE-1 Application Form(1)

### General Information

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

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

To  
The City Engineer  
(Special) PLACE:  
.....Division:  
DATE:

Details regarding my partners or Company (in the case of limited Company) Names, addresses(es), telephone numbers(s) in com tax etc. areas under:

1.	Name of Firm	
2.	Head office address	
3.	Telephone(s)	Contact
4.	Fax	Telex

5.	E-Mailadd.(s.).	
6.	Placeofincorporation/registration	Year of incorporatio n/registration

<b>Nationalityofowners</b>		
	<b>Name</b>	<b>Nationality</b>
1.		
2.		
3.		
4.		
5.		



### Application Form (1A)

<b>1</b>	Name of the Organization :	
<b>2</b>	Address with telephone numbers	
<b>3</b>	Year of Establishment	
<b>4</b>	Constitution of the Firm (Whether Company/ Firm/ Proprietary)	
<b>5</b>	Name of the Directors/ Partners/ Proprietor	
<b>6</b>	Whether registered with the Registrar of Companies / Registrar of Firms. If so, mention number and date.	
<b>7</b>	a) Name and address of Bankers	
	b) Enclose Solvency Certificate from the Bankers.	
<b>8</b>	Whether registered for sales tax purposes. If so, mention number and date. Enclose copies of sales tax returns for the last two years.	
<b>9</b>	Whether assessed for Income Tax. If so, mention permanent account number. Enclose copies of Income tax return filed for the last two years.	
<b>10</b>	Enclose copies of audited Balance Sheet and Profit & Loss Account (audited) for the last three years.	



<b>11</b>	If you are registered in the panel of other organizations/Statutory bodies, such as CPWD, PWD, MES, Banks etc., furnish their names, category and date of registration. Furnish copies of such registration.	
<b>12</b>	What are your fields of activities? Mention the fields on preference basis	
<b>13</b>	Whether willing to work Anywhere in India or mention the places where you are willing to work	
<b>14</b>	i) Detailed description and value of works done / order executed for the last Seven (7) years.	
	ii) Works in progress	
<b>15</b>	Specify the maximum value of work executed and in which year.	
<b>16</b>	Furnish the names of three responsible persons who will be in a position to certify about the quality as well as past performance of your organization	
<b>17</b>	Details PF Organization, Rajkot. Enclose relevant certificate copies	
<b>18</b>	Details Professional Tax Organization, RMC, Rajkot. Enclose relevant certificate copies	

SIGNATUREOFCONTRACTOR

DATE SEAL

**ANNEXURE-2  
PERFORMANCE BOND  
(See clause no.1)**

(The date of this bond must not be prior to the date of the instrument in connection with which it is given)

Principal

(Contractor) Surety (

Bank)

Sum of bond (express in words and

figures) Contract No. and date of Contract

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE PRINCIPALS AND SURETY

Above named are held firmly bound unto the ..... herein after called the Employer in the amount stated for payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents subject to the provisions of which the aforesaid Contractor on demand and without demand on a claim being made by the Employer.

THE CONDITION OF THIS OBLIGATION IS SUCH: That whereas the principals have entered in to a contract with the Employer numbered and dated as shown above and hereto Attached for the execution of work

.....  
.....

..... NOW THEREFORE, if the Principal shall well and truly perform and fulfill at the undertakings, covenants, terms, conditions and agreements of said contract during the original terms of the said Contract and any extensions thereof that may be granted by the Employer with or without notice to the surety and during the life or any guarantee required under the contract and shall also well and truly perform and fulfill all the Undertakings, covenants, terms, conditions and agreements of any all duty and duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the surety being hereby waived or shall pay over, make good and reimburse to the Employer all loss and damages which the employer may sustain by reason of failure or default on the part of said Principals to do.

We .....furtheragreethattheguaranteeherein contained shall remain in full force and effect during the period that would be taken for the validity of the said Contract, and that it shall continue to be enforceable till all the dues of the employer under or by virtue of the Contract have been fully paid and its claims satisfied or discharge eo till the Employer certifies that the terms and conditions and accordingly discharge the guarantee. Unless a demand or claim under the is guarantee is made on using writing on or before the... ..we shall be discharged from all liability under this guarantee thereafter.

In Witness Where of, the above bounded 90 parties have executed this instrument under their several seals on the date indicated above the name and corporate seal each corporate party being here to affixed and the se presents duly signed by its undersigned representatives, pursuant to authority of its governing body. In the presence of witness Principal

- 1.....asto..... (Seal)
  - 2.....asto..... (Seal)
  - 3.....asto..... (Seal)
  - 4.....asto..... (Seal)
- by.....affix Corporate Seal

Attested Corporate surety

Business address \_\_\_\_\_

Affix by ..... corporate Seal

Title

For and on behalf of the Employer

**APPENDIX-1****LIST OF ALL WORK ALREADY COMPLETED BY THE MAIN RE-TENDERER**

<b>Sr. No.</b>	<b>Name of Work</b>	<b>Name &amp; address of client with contact number</b>	<b>Cost on Completion</b>	<b>Time taken in months to complete the work</b>	<b>Date of award</b>	<b>Whether Project Under Litigation (Yes / No.) &amp; reason thereof</b>
1	2(a)	2(b)	3	4	5	6

**Note: Necessary certificate from office concerned shall be attached with the Re-Tender**

SIGNATURE OF CONTRACTOR  
DATE SEAL

**DETAILED LIST OF SIMILAR TYPE WORK ALREADY COMPLETED BY THE MAIN RE-TENDERER**

<b>Proj. No. As per Appendix-1</b>	<b>Repeat Name of Work</b>	<b>Repeat Name &amp; address of client with contact number</b>	<b>Civil Work Detail</b>	<b>Electrical Work Detail</b>	<b>H.V.A.C. Work Detail</b>
1	2(a)	2(b)	3	4	5

**Note: Necessary certificate from office concerned shall be attached with the Re-Tender**

SIGNATURE OF CONTRACTOR  
DATE SEAL

**APPENDIX-2****Information of sub-contractors**

<b>Sr.No</b>	<b>Details</b>	
1.	Name	
2.	Registration classif any	
4.	Experience in Project Related field.	<b>NA.</b>
5.	Other experience	
6.	Nos of Employee in organization:	

<b>Sr. No.</b>	<b>Work Carried out by the sub contractor</b>	<b>Value of work Rs.In Million</b>	<b>Name of client</b>	<b>Contact No of client</b>

SIGNATURE OF CONTRACTOR  
DATE SEAL

**APPENDIX-2(a)**

**NAME, EXPERIENCE AND DETAILS OF CAPACITY OF SUBCONTRACTOR**

Name of Sub-contractor	Details of the work to be given if awarded the work	Experience in Years for the work to be given	Registration or Rating if any	Average Annual Turnover of Last Three Years
		<b>N.A.</b>		

**Note: Please give required details in "Information of subcontractor Table"**

SIGNATURE OF CONTRACTOR  
DATE SEAL



**APPENDIX-3**  
**LIST OF PLANT AND MACHINERY IN GOOD WORKING ORDER AVAILABLE**  
**WITH RE-TENDERER**

<b>Sr. No.</b>	<b>Plant or Machinery</b>	<b>Location</b>	<b>Age of Machinery</b>	<b>Make</b>	<b>Capacity</b>	<b>Approximate Value</b>	<b>Remark</b>
1	2(a)	2(b)	3	4	5	6	7

SIGNATURE OF CONTRACTOR

DATE SEAL

**APPENDIX -4**  
**EACHMEMBEROFTHECONSORTIUMSHOULDGIVEALLTHE**  
**DETAILSFOREACHOFTHEFOLLOWINGAPPENDICES.**

<b>Sr.No</b>	<b>Name of the Consortium Member</b>	<b>Role of the Member</b>	<b>Equity Stake in Project.</b>

SIGNATURE OF CONTRACTOR  
DATE SEAL



**APPENDIX -5(a)**  
**Financial Resources in ongoing projects**

<b>Sr.No</b>	<b>Description of ongoing Projects</b>	<b>Total cost of work/contract</b>	<b>Member contribution (%)</b>	<b>Funds required to be contributed.</b>
1	2	3	4	5

**FINANCIAL INFORMATION**

<b>Annual Turnover in Rs. Lacs</b>			
<b>Year</b>	<b>Civil Engineering Projects</b>	<b>Other Projects</b>	<b>Total</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>

SIGNATURE OF CONTRACTOR  
DATE SEAL

**APPENDIX –6**  
**Bidder's Available Credit in Bank**

**Name of the Bank:**

**(with address, phone and Fax Nos.)**

Sr. No.	Year	Working Capital limit		Interest rate charged by Bank.
		Sanctioned	Drawn.	
1	2020-21			
2	2021-22			
3	2022-23			
4	2023-24			
5	2024-25			

**Note:**

The latest credit facilities available from banks with certified copies to be submitted. The details should be given both for fund base as well as non-fund base working capital with bank.

SIGNATURE OF CONTRACTOR  
DATE SEAL

**APPENDIX –7****Available Bid Capacity**

<b>Year</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
Value of work executed in Rs. Crores							

The available bid capacity will be worked out as follows.

**Available bid capacity = (A x N x 2) – B, where**

**A =** Average value of Civil engineering works executed of last five years (Updated to present price level by applying enhancement factor)

**B =** Value at 31-05-2024, Price level of existing commitments and ongoing works to be completed during the next two years.

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

The statement showing the value of existing contracts and commitments and ongoing works as well as stipulated period of completion remaining for each of the works listed should be countersigned by the engineer-in-charge.

SIGNATURE OF CONTRACTOR  
DATE SEAL

**APPENDIX –8**

**Key Technical personnel & Project Manager Competence and qualification (ExperienceinYear)**

<b>Team</b>	<b>Nameofpers on</b>	<b>Qualificatio n</b>	<b>Experienc e inYears(I n Requiredstatu s)</b>
<b>ProjectManager</b>			
<b>CivilEngineer</b>			
<b>ElectricalEngineer</b>			
<b>HeadSurveyor</b>			
<b>ProcurementEngi neer</b>			

**Note:** Pleasegiverequireddetailsincurriculumvitae(AppendixO1)foreachteam members

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DATE SEAL

**APPENDIX –9**  
**Key Technical Personnel & Project Manager Competence and qualification CURRICULUM VITAE**

<b>Sr. No.</b>	<b>Detail</b>	
1	Name	
2	Age	
3	Qualifications	
4	Experience in Project Related field.	
5	Other experience	
6	Employment Record	

<b>Sr. No.</b>	<b>Period From To</b>	<b>Organization</b>	<b>Status</b>

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DATE SEAL



**APPENDIX –10**  
**Available Key Technical personnel & Project Manager**  
**Competence and qualification for particular this project,**  
**(Main bidders)**

(Fill Form as per P.Q.)

Team Designation Incl. Reliever	Name of person & Photograph	Qualification	Experience in Years (In Required status)

**APPENDIX –10(a)**  
**List of Machinery/Plants Available for Work**

Sr. No.	Plant or Machinery	Location	Age of Machinery	Make	Capacity	Approximate Value	Remark
1	2(a)	2(b)	3	4	5	6	7

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DATE SEAL

**APPENDIX –11  
FinancialCriteria**

<b>Sr. No.</b>	<b>Description</b>	<b>MainBidders</b>	<b>Total</b>
<b>1</b>	BasicCapital		
<b>2</b>	TotalAsset		
<b>3</b>	TotalLiabilities		
<b>4</b>	CurrentAssets		
<b>5</b>	Profit (BeforeTaxation)		
<b>6</b>	Loss		
<b>7</b>	Name of the Bankeralong with thecertificate of access forcreditFacilities.		

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**APPENDIX –12**  
**APPLICABILITY OF PROVIDENT FUND AND MISCELLANEOUS PROVISIONS ACT 1952**

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

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

**Declaration Of Depositing Provident Fund contribution**

This is to certify that we have deducted the employees' P.F. and deposited the same along with employer's contribution towards provident fund on labour charges / wages paid by us to the labourers engaged for the work of \_\_\_\_\_ with \_\_\_\_\_ Provident Fund Authority under our Provident Fund Code No.

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

SIGNATURE OF CONTRACTOR  
 DATE SEAL

## APPENDIX -13

**LIST OF BUILDING PROJECT  
WORKS COMPLETED DURING THE  
LAST SEVEN YEARS.**

Sr. No.	Year of Construction work	Name of Project	Name of owner & Contact person of the project, address, phone no. fax no.	Total cost of the work	Total value of work done Rs.	Date of starting work	Date of Actual completion of work
1		2	3	4	5	6	7
1)							
2)							
3)							
4)							
5)							
6)							
7)							
8)							
9)							
10)							

**Note:** Certificate from the owners in support of above works may be enclosed with this statement.

SIGNATURE OF CONTRACTOR  
DATE SEAL

## APPENDIX -14

## DETAILS OF ONGOING PROJECT AS ON 31-12-2023

Sr .N o	Name of pro ject	Value of remainin g work on 10-10- 2018 Rs. in lakhs.	Start date	Likely date of compl etion	Name, address, tel ephone, fax no. of project aut hority and contact person.

SIGNATURE OF CONTRACTOR  
DATE SEAL

**APPENDIX –15**  
**METHOD STATEMENT AND WORK PLAN**

The Bidder shall have to provide a brief write up to be enclosed with the "Technical Bids" covering his approach and methodology to handle the project construction activities including his details work plan. The brief shall include the following aspects.

<b>Sr. No.</b>	<b>Component</b>	
1	Methodology	
2	Construction equipment availability and plan of deployment.	
3	PERT/Construction chart/Barchart	
4	Manpower Resource	

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DATE SEAL

**SPECIALNOTE**

Clause: 1

No contractor shall employ any child having age up to 14 years, as it is prohibited by child labour regulation act-1986. Hon. Supreme Court has given certain guide lines and as per guide lines, if employment of detected on the site work the employer is contractor shall have to deposit Rs.20,000/- (Rupees twenty thousand only) in the welfare fund.

If the employer refuses to deposit then action will be taken for contempt of court of Supreme Court judgment and prosecuted by concern authority. Because of the breach of any provision child prohibition and Regulation Act - 1986 by the contractor and for the Corporation has to pay any amount then the Municipal Corporation shall recover the said amount from the contractor.

Clause: 2

All necessary testing charges shall be borne by Bidder.

**Signature of Contractor**

## **DECLARATION**

I/We hereby declare that I/we have visited the site and fully acquainted myself/ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting this Re-Tender.

I / We hereby declare that I / we have carefully studied all the terms and conditions of contract, specifications mentioned in the Re-Tender documents and I / We do agree for compliance with the same strictly.

I/We shall execute the contract agreement with the RMCA after award of work and before start of work.

**Signature of Contractor**



**CERTIFICATE**

I/We certify that I/We have inspected the location of the proposed work before quoting my/our rates

I/We have also inspected the quarries and borrow areas and satisfied myself/ourselves regarding the quality, quantity, availability and transport facilities for earth, stone, bricks, and, cement etc. through the network of available roads and path ways required for the work.

**Signature of Contractor**

**3. COMPLETION SCHEDULE:**

The contract period shall be as prescribed in Re-Tender document, from the date of notice to proceed. The Contractor shall submit this completion schedule and the program of works together with this Re-Tender in conformity with completion schedule given in the documents.

**4. GENERAL TECHNICAL GUIDELINE:****CONSIDER FOLLOWING TYPOLOGY OF BUILDING FOR DEFINING CATEGORIES:-****Assembly Buildings**

These shall include any building or part a building, where not less than 50 persons congregate or gather for amusement, recreation, social, religious, patriotic, civil, travel and similar purposes, for example, theatres; motion picture houses; assembly halls; auditoria; exhibition halls; museums; skating rinks; gymnasiums; restaurants; places of worship; dance halls; club rooms; passenger stations and terminals of air, surface and marine public transportation services; and stadia.

<b>Assembly Buildings</b>		
<b>Theatres, motion picture houses; assembly halls; auditoria; exhibition halls; museums; skating rinks; gymnasiums; restaurants; places of workshop; dance halls; club rooms; passenger stations and terminals of air, surface and marine public transportation services;</b>		
<b>Sub title Less than 10 m in height up to 300 persons</b>		
1.	Fire Extinguisher	(4.5 Kg CO <sub>2</sub> , 6 Kg ABC type)
2.	Hose Reel Assembly	Provided at all floor (1000m <sup>2</sup> )
3.	Automatic Sprinkler System	REQUIRED 1. If Basement Area Exceeds 200 Sq. M 2. If Hollow parking provided
4.	Fire service Inlet	To be provided at the ground floor level
5.	Down comer	REQUIRED (provide hydrant valve, hose box , hose pipe, branch at every floor as per standard)
6.	Manually Operated Electronic Fire Alarm System (MCP)	For each floor
7.	Terrace water storage tank	20,000 L
8.	Fire Pump	Electric pump of capacity 450 LPM If the basement is sprinklered then 900 LPM
9.	Staircase (2.0 M width)	Minimum of 2 Nos. location should not be adjacent, and should be away from each other (remote form each other)
10.	"Exit" signage's	Shall be clearly visible and the route to reach the exits shall be clearly marked and signs posted to guide the occupants of the floor.
11.	Side set back area	As per the GDCR rules
12.	"Exit" Signage's	"Auto glow type"
13.	Emergency lights	At staircase landing and exit routes
14.	Lightning arrester	Should be provided
15.	Public Address System	Should be provided for an announcement during the

		emergency
16.	Do's & Don'ts laminated hanging pads	Should be available in all floors in prominent places
17.	Assembly point	Assembly point's should be designated at the ground for occupants of each floor
18.	House keeping	Entire building should be designated at the ground floor occupants of each floor.
19.	Fire drill and fire order	Fire drill to be conducted twice in year, fire order should be prepared and kept ready
20.	Evacuation plan	This plan should be displayed in each at prominent places.
21.	Smoke ventilation system	Automatic system should be provided for visibility during emergency

<b>Assembly Buildings</b>		
<b>Theatres, motion picture houses; assembly halls; auditoria; exhibition halls; museums; skating rinks; gymnasiums; restaurants; places of workshop; dance halls; club rooms; passenger stations and terminals of air, surface and marine public transportation services;</b>		
<b>Sub title Less than 10 m in height more than 300 persons</b>		
1.	Fire Extinguisher	(4.5 Kg CO <sub>2</sub> , 6 Kg ABC type)
2.	Hose Reel Assembly	Provided at all floor (1000m <sup>2</sup> )
3.	Automatic Sprinkler System	REQUIRED 1. If Basement Area Exceeds 200 Sq. M 2. If Hollow parking provided
4.	Fire service Inlet	To be provided at the ground floor level
5.	Wet riser	REQUIRED (provide hydrant valve, hose box , hose pipe, branch at every floor as per standard)
6.	Manually Operated Electronic Fire Alarm System (MCP)	For each floor
7.	Underground water storage tank	25,000 L
8.	Fire Pump	900 LPM
9.	Staircase (2.0 M width)	Minimum of 3 Nos. location should not be adjacent, and should be away from each other (remote form each other)
10.	"Exit" signage's	Shall be clearly visible and the route to reach the exits shall be clearly marked and signs posted to guide the occupants of the floor.
11.	Side set back area	As per the GDCR rules
12.	"Exit" Signage's	"Auto glow type"
13.	Emergency lights	At staircase landing and exit routes
14.	Lightning arrester	Should be provided
15.	Public Address System	Should be provided for an announcement during the emergency
16.	Do's & Don'ts laminated hanging pads	Should be available in all floors in prominent places
17.	Assembly point	Assembly point's should be designated at the ground for occupants of each floor
18.	House keeping	Entire building should be designated at the

		ground floor occupants of each floor.
19.	Fire drill and fire order	Fire drill to be conducted twice in year, fire order should be prepared and kept ready
20.	Evacuation plan	This plan should be displayed in each at prominent places.
21.	Smoke ventilation system	Automatic system should be provided for visibility during emergency

<b>Assembly Buildings</b>		
<b>Theatres, motion picture houses; assembly halls; auditoria; exhibition halls; museums; skating rinks; gymnasiums; restaurants; places of workshop; dance halls; club rooms; passenger stations and terminals of air, surface and marine public transportation services;</b>		
<b>Sub title above 10 m but not exceeding 15 m in height</b>		
1.	Fire Extinguisher	(4.5 Kg CO <sub>2</sub> , 6 Kg ABC type)
2.	Hose Reel Assembly	Provided at all floor (1000m <sup>2</sup> )
3.	Automatic Sprinkler System	REQUIRED 1. If Basement Area Exceeds 200 Sq. M 2. If Hollow parking provided
4.	Wet riser	REQUIRED (provide hydrant valve, hose box , hose pipe, branch at every floor as per standard)
5.	Fire service Inlet	To be provided at the ground floor level
6.	Manually Operated Electronic Fire Alarm System (MCP)	For each floor
7.	Automatic Detection And Alarm System	For entire building
8.	Under –ground static water storage tank	1,00,000 L
9.	Terrace Tank Over Respective Tower Terrace	5,000 L
10.	Pump near under-ground static water storage	One electric and one diesel pump (stand by) of capacity 2280 litre /min and one electric pump of capacity 180 litre /min
11.	Fire Pump At Terrace Level	450 LPM
12.	Staircase (2.0 M width)	Minimum of 3 Nos. location should not be adjacent, and should be away from each other (remote form each other)
13.	“Exit” signage’s	Shall be clearly visible and the route to reach the exits shall be clearly marked and signs posted to guide the occupants of the floor.
14.	Side set back area	As per the GDCR rules
15.	“Exit” Signage’s	“Auto glow type”
16.	Emergency lights	At staircase landing and exit routes
17.	Lightning arrester	Should be provided
18.	Public Address System	Should be provided for an announcement during the emergency
19.	Do’s & Don’ts laminated hanging pads	Should be available in all floors in prominent places
20.	Assembly point	Assembly point’s should be designated at the ground for occupants of each floor
21.	House keeping	Entire building should be designated at the ground floor

		occupants of each floor.
22.	Entrance gate width and height	Not less than 4.5 meter and 5 meter respectively
23.	Fire drill and fire order	Fire drill to be conducted twice in year, fire order should be prepared and kept ready
24.	Evacuation plan	This plan should be displayed in each at prominent places.
25.	Smoke ventilation system	Automatic system should be provided for visibility during emergency
26.	Training	Staffs should be trained in preliminary firefighting and Evacuation management during emergency
27.	Parking facility	Separate provision should be made for parking of vehicles. At any cost side set back area should not be used for parking of vehicles.

### Assembly Buildings

**Theatres, motion picture houses; assembly halls; auditoria; exhibition halls; museums; skating rinks; gymnasiums; restaurants; places of workshop; dance halls; club rooms; passenger stations and terminals of air, surface and marine public transportation services;**

#### Sub title above 15 m but not exceeding 24 m in height

1.	Fire Extinguisher	(4.5 Kg CO2, 6 Kg ABC type)
2.	Hose Reel Assembly	Provided at all floor (1000m2)
3.	Automatic Sprinkler System	To be installed in entire building
4.	Wet riser	REQUIRED (provide hydrant valve, hose box , hose pipe, branch at every floor as per standard)
5.	Fire service Inlets	provided at ground level
6.	Yard Hydrant	All Around the entire building
7.	Manually Operated Electronic Fire Alarm System (MCP)	For each floor
8.	Automatic Detection And Alarm System	For entire building
9.	Under –ground static water storage tank	1,50,000 L
10.	Terrace Tank Over Respective Tower Terrace	10,000 L
11.	Pump near under-ground static water storage	One electric and one diesel pump (stand by) of capacity 2280 litre /min and one electric pump of capacity 180 litre /min
12.	Staircase (2.0 M width)	Minimum of 3 Nos. location should not be adjacent, and should be away from each other (remote form each other)
13.	“Exit” signage’s	Shall be clearly visible and the route to reach the exits shall be clearly marked and signs posted to guide the occupants of the floor.
14.	Side set back area	As per the GDCR rules
15.	“Exit” Signage’s	“Auto glow type”
16.	Emergency lights	At staircase landing and exit routes
17.	Lightning arrester	Should be provided
18.	Public Address System	Should be provided for an announcement during the emergency
19.	Do’s & Don’ts laminated hanging pads	Should be available in all floors in prominent places

20.	Assembly point	Assembly point's should be designated at the ground for occupants of each floor
21.	House keeping	Entire building should be designated at the ground floor occupants of each floor.
22.	Fire drill and fire order	Fire drill to be conducted twice in year, fire order should be prepared and kept ready
23.	Entrance gate width and height	Not less than 4.5 meter and 5 meter respectively
24.	Evacuation plan	This plan should be displayed in each at prominent places.
25.	Smoke ventilation system	Automatic system should be provided for visibility during emergency
26.	Training	Staffs should be trained in preliminary firefighting and Evacuation management during emergency
27.	Parking facility	Separate provision should be made for parking of vehicles. At any cost side set back area should not be used for parking of vehicles.
28.	Fire lift	1 No. (per 1200m <sup>2</sup> ) with a provision for evacuation
29.	Compartmentalization	Area more than 750 m <sup>2</sup> on individual floor shall be segregated by fire resistance wall to contain the spread of fire, smoke spread.
30.	Means of escape and exit with	as per the NBC specifications

### Assembly Buildings

**Theatres, motion picture houses; assembly halls; auditoria; exhibition halls; museums; skating rinks; gymnasiums; restaurants; places of workshop; dance halls; club rooms; passenger stations and terminals of air, surface and marine public transportation services;**

**Sub title above 24 m but not exceeding 30 m in height**

1.	Fire Extinguisher	(4.5 Kg CO <sub>2</sub> , 6 Kg ABC type)
2.	Hose Reel Assembly	Provided at all floor (1000m <sup>2</sup> )
3.	Automatic Sprinkler System	To be installed in entire building
4.	Fire service Inlets	provided at ground level
5.	Wet riser	REQUIRED (provide hydrant valve, hose box , hose pipe, branch at every floor as per standard)
6.	Yard Hydrant	All Around the entire building
7.	Manually Operated Electronic Fire Alarm System (MCP)	For each floor
8.	Automatic Detection And Alarm System	For entire building
9.	Under –ground static water storage tank	2,00, 000 L
10.	Terrace Tank Over Respective Tower Terrace	20,000 L
11.	Pump near under-ground static water storage	two electric and one diesel pump (stand by) of capacity 2280 litre /min and one electric pump of capacity 180 litre /min (jockey pump)
12.	Staircase (2.0 M width)	Minimum of 3 Nos. location should not be adjacent, and should be away from each other (remote form each other)
13.	“Exit” signage’s	Shall be clearly visible and the root to reach the exits shall be clearly marked and signs posted to guide the occupants of the floor.
14.	Side set back area	As per the GDCR rules

15.	“Exit” Signage’s	“Auto glow type”
16.	Emergency lights	At staircase landing and exit routes
17.	Lightning arrester	Should be provided
18.	Public Address System	Should be provided for an announcement during the emergency
19.	Do’s & Don’ts laminated hanging pads	Should be available in all floors in prominent places
20.	Assembly point	Assembly point’s should be designated at the ground for occupants of each floor
21.	House keeping	Entire building should be designated at the ground floor occupants of each floor.
22.	Fire drill and fire order	Fire drill to be conducted twice in year, fire order should be prepared and kept ready
23.	Entrance gate width and height	Not less than 4.5 meter and 5 meter respectively
24.	Evacuation route plan	This plan should be displayed in each at prominent places.
25.	Smoke ventilation system	Automatic system should be provided for visibility during emergency
26.	Training	Staffs should be trained in preliminary firefighting and Evacuation management during emergency
27.	Parking facility	Separate provision should be made for parking of vehicles. At any cost side set back area should not be used for parking of vehicles.
28.	Fire lift	1 No. (per 1200m <sup>2</sup> ) with a provision for evacuation
29.	Compartmentalization	Area more than 750 m <sup>2</sup> on individual floor shall be segregated by fire resistance wall to contain the spread of fire, smoke spread.
30.	Means of escape and exit with	as per the NBC specifications
31.	Refuge area	Refuge area to be provided at 24 <sup>th</sup> meter level

### Assembly Buildings

**Buildings having mixed occupancies of assembly and mercantile (for example shopping mall providing facilities such as shopping’s, cinema theatres, multiplex and restaurants / food courts)**

#### Sub title above 30 m in height

1.	Fire Extinguisher	(4.5 Kg CO <sub>2</sub> , 6 Kg ABC type)
2.	Hose Reel Assembly	Provided at all floor (1000m <sup>2</sup> )
3.	Automatic Sprinkler System	To be installed in entire building
4.	Fire service Inlets	provided at ground level
5.	Wet riser	REQUIRED (provide hydrant valve, hose box , hose pipe, branch at every floor as per standard)
6.	Yard Hydrant	All Around the entire building
7.	Manually Operated Electronic Fire Alarm System (MCP)	For each floor
8.	Automatic Detection And Alarm System	For entire building
9.	Under –ground static water storage tank	2,00, 000 L
10.	Terrace Tank Over Respective Tower Terrace	20,000 L
11.	Pump near under-ground static	two electric and one diesel pump (stand by) of

	water storage	capacity 2850 litre /min and two electric pump of capacity 180 litre /min (Jockey pump)
12.	Staircase (2.0 M width)	Minimum of 3 Nos. location should not be adjacent, and should be away from each other (remote from each other)
13.	“Exit” signage’s	Shall be clearly visible and the route to reach the exits shall be clearly marked and signs posted to guide the occupants of the floor.
14.	Side set back area	As per the GDCR rules
15.	“Exit” Signage’s	“Auto glow type”
16.	Emergency lights	At staircase landing and exit routes
17.	Lightning arrester	Should be provided
18.	Public Address System	Should be provided for an announcement during the emergency
19.	Do’s & Don’ts laminated hanging pads	Should be available in all floors in prominent places
20.	Assembly point	Assembly point’s should be designated at the ground for occupants of each floor
21.	House keeping	Entire building should be designated at the ground floor occupants of each floor.
22.	Fire drill and fire order	Fire drill to be conducted twice in year, fire order should be prepared and kept ready
23.	Entrance gate width and height	Not less than 4.5 meter and 5 meter respectively
24.	Evacuation route plan	This plan should be displayed in each at prominent places.
25.	Smoke ventilation system	Automatic system should be provided for visibility during emergency
26.	Training	Staffs should be trained in preliminary firefighting and Evacuation management during emergency
27.	Parking facility	Separate provision should be made for parking of vehicles. At any cost side set back area should not be used for parking of vehicles.
28.	Fire lift	1 No. (per 1200m <sup>2</sup> ) with a provision for evacuation
29.	Compartmentalization	Area more than 750 m <sup>2</sup> on individual floor shall be segregated by fire resistance wall to contain the spread of fire, smoke spread.
30.	Means of escape and exit with	as per the NBC specifications
31.	Refuge area	Refuge area to be provided at 24 <sup>th</sup> meter level
32.	Evacuation route plan	This plan should be displayed in each at prominent places.

### Assembly Buildings

#### All other structures, elevated or underground, for assembly of people

1.	Fire Extinguisher	(4.5 Kg CO <sub>2</sub> , 6 Kg ABC type)
2.	Hose Reel Assembly	Provided at all floor (1000m <sup>2</sup> )
3.	Automatic Sprinkler System	To be installed in entire building
4.	Fire service Inlets	provided at ground level
5.	Wet riser	REQUIRED (provide hydrant valve, hose box , hose pipe, branch at every floor as per standard)
6.	Yard Hydrant	All Around the entire building
7.	Manually Operated Electronic	For each floor



	Fire Alarm System (MCP)	
8.	Manual panel gas flooding	To be provided
9.	Automatic Detection And Alarm System	For entire building
10.	Under –ground static water storage tank	2,00, 000 L
11.	Terrace Tank Over Respective Tower Terrace	20,000 L
12.	Pump near under-ground static water storage	two electric and one diesel pump (stand by) of capacity 2850 litre /min and two electric pump of capacity 180 litre /min (Jockey pump)
13.	Staircase (2.0 M width)	Minimum of 3 Nos. location should not be adjacent, and should be away from each other (remote form each other)
14.	“Exit” signage’s	Shall be clearly visible and the route to reach the exits shall be clearly marked and signs posted to guide the occupants of the floor.
15.	Side set back area	As per the GDCR rules
16.	“Exit” Signage’s	“Auto glow type”
17.	Emergency lights	At staircase landing and exit routes
18.	Lightning arrester	Should be provided
19.	Public Address System	Should be provided for an announcement during the emergency
20.	Do’s & Don’ts laminated hanging pads	Should be available in all floors in prominent places
21.	Assembly point	Assembly point’s should be designated at the ground for occupants of each floor
22.	House keeping	Entire building should be designated at the ground floor occupants of each floor.
23.	Fire drill and fire order	Fire drill to be conducted twice in year, fire order should be prepared and kept ready
24.	Entrance gate width and height	Not less than 4.5 meter and 5 meter respectively
25.	Evacuation route plan	This plan should be displayed in each at prominent places.
26.	Smoke ventilation system	Automatic system should be provided for visibility during emergency
27.	Training	Staffs should be trained in preliminary firefighting and Evacuation management during emergency
28.	Parking facility	Separate provision should be made for parking of vehicles. At any cost side set back area should not be used for parking of vehicles.
29.	Fire lift	1 No. (per 1200m <sup>2</sup> ) with a provision for evacuation
30.	Compartmentalization	Area more than 750 m <sup>2</sup> on individual floor shall be segregated by fire resistance wall to contain the spread of fire, smoke spread.
31.	Means of escape and exit with	as per the NBC specifications
32.	Refuge area	Refuge area to be provided at 24 <sup>th</sup> meter level

**Note:- As per NATIONAL BUILDING CODE OF INDIA**

**PART -4 FIRE AND LIFE SAFETY**

- Use 100 MM Galvanized iron in installation of hydrant system
- Galvanized iron pipes conforming to IS 1239: 1979
- up to 18 M height use 100 MM (riser) Diameter GI pipe
- above 18 M height use 150 MM (riser) Diameter GI pipe

- provide fire extinguisher as per IS 15683: 2018
- provide hose reel, hose as per IS 884 design details / IS 3844 operational requirements
  - provide internal hydrant system as per IS 3844: 1989
  - install external hydrant system as per IS 13039 : 2014
  - install automatic sprinkler system as per IS 15105 : 2021
  - install automatic detection and alarm system as per IS 2189 : 2008

### **Business Buildings**

**These shall include any buildings or part there of which is used for transaction of business for keeping of accounts and records and similar purposes, professional establishments, service facilities, etc. City halls, town halls, courthouses and libraries shall be classified in this group so far as the principal function of these is transaction of public business and keeping of books and records.**

<b>Business Buildings less than 10meter in height</b>		
<b>Sub Division : E-1 Offices, banks, professional establishments, like offices of architects, engineers, doctors, lawyers and police stations.</b>		
<b>Sub Division : E-2 Laboratories, research establishments, libraries and test houses.</b>		
<b>Sub Division : E-3 Computer installations</b>		
<b>Sub Division : E-4 Telephone Exchanges Sub Division : E-5 Broadcasting stations and T.V. Stations.</b>		
22.	Fire Extinguisher	(4.5 Kg CO <sub>2</sub> , 6 Kg ABC type)
23.	Hose Reel Assembly	Provided at all floor (1000m <sup>2</sup> )
24.	Wet Riser	REQUIRED (provide hydrant valve, hose box , hose pipe, branch at every floor as per standard)
25.	Manually Operated Electronic Fire Alarm call Points	For each floor
26.	Automatic Sprinkler System	REQUIRED 3. If Basement Area Exceeds 200 Sq. M 4. If Hollow parking provided
27.	Underground water storage tank	10,000 liters if the basement is provided with sprinkler system
28.	Fire Pump	Electric pump of capacity 450 LPM If the basement is sprinklered then 900 LPM
29.	"Exit" Signage's	"Auto glow type"
30.	Staircase (2.0 M)	2 nos. should be adjacent, away from each other
31.	Emergency lights	At staircase landing and exit routes
32.	Lightning arrester	Should be provided
33.	Public Address System	Should be provided for an announcement during the emergency
34.	Automatic smoke vent system	To be provided in the basement area and other enveloped (completely covered) area's in the floor's
35.	Training	Staffs should be trained in preliminary firefighting and Evacuation management during emergency
36.	Assembly point	Assembly point's should be designated at the ground for occupants of each floor
37.	Entrance gate width and height	Not less than 4.5 meters and 5 meters respectively
38.	Fire drill and fire order	Fire drill to be conducted twice in year, fire order should be prepared and kept ready
39.	Evacuation plan	This plan should be displayed in each at prominent

		places.
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<b>Business Buildings</b>		
<b>(Above 10m but not exceeding 15m in height)</b>		
1.	Fire Extinguisher	(4.5 Kg CO <sub>2</sub> , 6 Kg ABC type)
2.	Hose Reel Hose	REQUIRED
3.	Wet Riser	REQUIRED (provide hydrant valve, hose box , hose pipe, branch at every floor as per standard)
4.	Automatic Sprinkler System	REQUIRED 1. If Basement Area Exceeds 200 Sq. M 2. If Hollow parking provided
5.	Manually Operated Electronic Fire Alarm call Points	For each floor
6.	Automatic Detection And Alarm System	For entire building
7.	Terrace Tank	5000 liters
8.	Under-ground static water storage tank	50,000 liters
9.	Fire Pump	a) 1 electric & 1 diesel pump of capacity 1620 LPM and 1 electric pump 180 LPM b) 450 LPM at terrace tank
10.	"Exit" Signage's	"Auto glow type"
11.	Staircase (2.0 M)	2 nos. should be adjacent, away from each other
12.	Training	Staffs should be trained in preliminary firefighting and Evacuation management during emergency
13.	Side set back area	As per the GDCR rules
14.	Emergency lights	At staircase landing and exit routes
15.	Lightning arrester	Should be provided
16.	Public Address System	Should be provided for an announcement during the emergency
17.	Automatic smoke vent system	To be provided in the basement area and other enveloped (completely covered) area's in the floor's
18.	Training	Staffs should be trained in preliminary firefighting and Evacuation management during emergency
19.	Assembly point	Assembly point's should be designated at the ground for occupants of each floor
20.	Entrance gate width and height	Not less than 4.5 meters and 5 meters respectively
21.	Fire drill and fire order	Fire drill to be conducted twice in year, fire order should be prepared and kept ready
22.	Evacuation plan	This plan should be displayed in each at prominent places.

<b>Business Buildings</b>		
<b>(Above 15m but not exceeding 24 m in height)</b>		
1.	Fire Extinguisher	(4.5 Kg CO <sub>2</sub> , 6 Kg ABC type)

2.	Hose Reel Hose	REQUIRED
3.	Wet Riser	REQUIRED (provide hydrant valve, hose box , hose pipe, branch at every floor as per standard)
4.	Yard Hydrant	All Around the entire building
5.	Automatic Sprinkler System	REQUIRED 1. If Basement Area Exceeds 200 Sq. M 2. If Hollow parking provided
6.	Manually Operated Electronic Fire Alarm call Points	For each floor
7.	Automatic Detection And Alarm System	For entire building
8.	Terrace Tank	10,000 liters
9.	Under-ground static water storage tank	1,00,000 liters
10.	Fire Pump	1 electric & 1 diesel pump of capacity 2280 LPM and 1 electric pump 180 LPM
11.	Staircase (2.0 M)	2 nos. should be adjacent, away from each other
12.	“Exit” signage’s	Auto glow type
13.	Public Address System	Should be provided for an announcement during the emergency
14.	Assembly Point	Assembly point should be detonated at the ground floor
15.	Training	Staffs should be trained in preliminary firefighting and Evacuation management during emergency
16.	Side set back area	As per the GDCR rules
17.	Emergency lights	At staircase landing and exit routes
18.	Lightning arrester	Should be provided
19.	Public Address System	Should be provided for an announcement during the emergency
20.	Automatic smoke vent system	To be provided in the basement area and other enveloped (completely covered) area’s in the floor’s
21.	Training	Staffs should be trained in preliminary firefighting and Evacuation management during emergency
22.	Assembly point	Assembly point’s should be designated at the ground for occupants of each floor
23.	Entrance gate width and height	Not less than 4.5 meters and 5 meters respectively
24.	Fire drill and fire order	Fire drill to be conducted twice in year, fire order should be prepared and kept ready
25.	Compartmentalization	Area more than 750 m <sup>2</sup> on individual floor shall be segregated by fire resistance wall to contain the spread of fire, smoke spread.
26.	Evacuation plan	This plan should be displayed in each at prominent places.

**Business Buildings**

**(Above 24m and below 30m height)**

1.	Fire Extinguisher	(4.5 Kg CO2, 6 Kg ABC type)
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2.	Hose Reel Hose	REQUIRED
3.	Wet Riser	REQUIRED (provide hydrant valve, hose box , hose pipe, branch at every floor as per standard)
4.	Yard Hydrant	All Around the entire building
5.	Fire Service Inlet	Provided at ground floor
6.	Manually Operated Electronic Fire Alarm System	For each floor
7.	Automatic Detection and Alarm System	Fore entire building
8.	Automatic Sprinkler System	Fore entire building
9.	Under-ground	1,50,000 liters
10.	Terrace Tank	20,000 liters
11.	Fire Pump	2 electric & 1 Diesel pump of capacity 2280 LPM and 2 electric pump 180 LPM
12.	Refuge Area	Refuge area provided at 24 <sup>th</sup> m level
13.	Staircase (2.0 M)	2 nos. should be adjacent, away from each other
14.	“Exit” signage’s	Auto glow type
15.	Assembly Point	Assembly point should be detonated at the ground floor
16.	Side set back area	As per the GDCR rules
17.	Emergency lights	At staircase landing and exit routes
18.	Lightning arrester	Should be provided
19.	Public Address System	Should be provided for an announcement during the emergency
20.	Automatic smoke vent system	To be provided in the basement area and other enveloped (completely covered) area’s in the floor’s
21.	Training	Staffs should be trained in preliminary firefighting and Evacuation management during emergency
22.	Assembly point	Assembly point’s should be designated at the ground for occupants of each floor
23.	Entrance gate width and height	Not less than 4.5 meters and 5 meters respectively
24.	Fire drill and fire order	Fire drill to be conducted twice in year, fire order should be prepared and kept ready
25.	Compartmentalization	Area more than 750 m <sup>2</sup> on individual floor shall be segregated by fire resistance wall to contain the spread of fire, smoke spread.
26.	Evacuation plan	This plan should be displayed in each at prominent places.
27.	Fire lift	1 No. with a provision to evacuate the stretcher patients
28.	Fire tower	As per NBC specification

<b>Business Buildings</b>		
<b>(Above 30 m in height)</b>		
1.	Fire Extinguisher	(4.5 Kg CO <sub>2</sub> , 6 Kg ABC type)
2.	Hose Reel Hose	REQUIRED (Hose Reel Bore Dia 25 Mm Shut Off Dia 8 Mm)
3.	Wet Riser	REQUIRED (provide hydrant valve, hose box , hose pipe, branch at every floor as per standard)
4.	Yard Hydrant	Around the entire building
5.	Automatic Sprinkler System	Installed in entire building
6.	Manually Operated Electronic Fire Alarm call Points	For each floor
7.	Automatic Detection And Alarm System	For entire building
8.	Under-ground	2,00,000 liters
9.	Terrace Tank	20,000 liters
10.	Fire Pump	2 electric & 1 Diesel pump of capacity 2850 LPM and 2 electric pump 180 LPM
11.	Refuge Area	Refuge area provided at 24 <sup>th</sup> m level
12.	Staircase (2.0 M)	2 nos. should be adjacent, away from each other
13.	"Exit" signage's	Auto glow type
14.	Training	Staffs should be trained in preliminary firefighting and Evacuation management during emergency
15.	Side set back area	As per the GDCR rules
16.	Emergency lights	At staircase landing and exit routes
17.	Lightning arrester	Should be provided
18.	Public Address System	Should be provided for an announcement during the emergency
19.	Automatic smoke vent system	To be provided in the basement area and other enveloped (completely covered) area's in the floor's
20.	Assembly point	Assembly point's should be designated at the ground for occupants of each floor
21.	Entrance gate width and height	Not less than 4.5 meters and 5 meters respectively
22.	Fire drill and fire order	Fire drill to be conducted twice in year, fire order should be prepared and kept ready
23.	Compartmentalization	Area more than 750 m <sup>2</sup> on individual floor shall be segregated by fire resistance wall to contain the spread of fire, smoke spread.
24.	Evacuation plan	This plan should be displayed in each at prominent places.
25.	Fire lift	1 No. with a provision to evacuate the stretcher patients
26.	Fire tower	As per NBC specification

**Educational Building**

These shall include any building used for school, college, and other training institutions involving assembly, for instruction, education or recreation for not less than 20 students.

<b>Educational Buildings</b>		
<b>Schools up to senior secondary level</b>		
<b>All others / training institutions</b>		
<b>Sub title Less than 15 m in height Ground Plus One Or More Story's</b>		
40.	Fire Extinguisher	(4.5 Kg CO <sub>2</sub> , 6 Kg ABC type)
41.	First Aid hose reel	REQUIRED
42.	Automatic Sprinkler System	REQUIRED 1. If Basement Area Exceeds 200 Sq. M 2. If Hollow parking provided
43.	Terrace water storage tank	10,000 L
44.	Fire pump	450 LPM
45.	Staircase	1.5 m in width
46.	Side set back area	As per GDCR Rule
47.	"Exit" Signage's	Shall be clearly visible and the route to reach the exits shall be clearly marked and signs posted to guide the occupants of the floors

<b>Educational Buildings</b>		
<b>Sub title 15 m and above but not exceeding 24 m in height</b>		
22.	Fire Extinguisher	(4.5 Kg CO <sub>2</sub> , 6 Kg ABC type)
23.	First Aid hose reel	REQUIRED (Provided All floors)
24.	Down comer	REQUIRED (provide hydrant valve, hose box , hose pipe, branch at every floor as per standard)
25.	Automatic Sprinkler System	REQUIRED 5. If Basement Area Exceeds 200 Sq. M 6. If Hollow parking provided
26.	Manually Operated Electronic Fire Alarm System	REQUIRED (Each floor)
27.	Terrace water storage tank	25,000 L
28.	Fire pump	900 LPM
29.	Staircase	1.5 m in width
30.	Classroom exit	Every Room With capacity of over 45 persons in area shall have at least Two Doorways.
31.	"Exit" Signage's	Shall be clearly visible and the route to reach the exits shall be clearly marked and signs posted to guide the occupants of the floors
32.	Public Address System	Should be Provided for an announcement

		during the emergency
33.	Assembly Point	Assembly points should be designated at the ground floor occupants of each floor.
34.	Evacuation route plan	This plan should be displayed in each at prominent places.

<b>Educational Buildings</b>		
<b>Sub title above 24 m but not exuding 30 m in height</b>		
28.	Fire Extinguisher	(4.5 Kg CO <sub>2</sub> , 6 Kg ABC type)
29.	First Aid hose reel	REQUIRED (Provided All floors)
30.	Wet riser	REQUIRED (provide hydrant valve, hose box , hose pipe, branch at every floor as per standard)
31.	Yard Hydrant	REQUIRED (at the interval of 30 m)
32.	Automatic Sprinkler System	REQUIRED 7. If Basement Area Exceeds 200 Sq. M 8. If Hollow parking provided
33.	Manually Operated Electronic Fire Alarm System (see Note 1)	REQUIRED (Each floor)
34.	Underground static water storage tank combined capacity for wet riser yard hydrant and sprinklers per set of pumps	50,000 L
35.	Terrace water storage tank	5000 L
36.	Pump near underground static water storage tank (fire pump) with minimum pressure of 3.5 KG / CM <sup>2</sup> at remotest location	1electric and 1 diesel pump (standby) of capacity 1620 liter/min and one electric pump of capacity 180 liter/min
37.	Staircase	1.5 m in width
38.	Classroom exit	Every Room With capacity of over 45 persons in area shall have at least Two Doorways.
39.	"Exit" Signage's	Shall be clearly visible and the route to reach the exits shall be clearly marked and signs posted to guide the occupants of the floors
40.	Public Address System	Should be Provided for an announcement during the emergency
41.	Assembly Point	Assembly points should be designated at the ground floor occupants of each floor.
42.	Refuge area	Refuge area to be provided at 24 <sup>th</sup> meter level.
43.	Evacuation route plan	This plan should be displayed in each at prominent places.



**Note:- As per NATIONAL BUILDING CODE OF INDIA****PART -4 FIRE AND LIFE SAFETY**

- Use 100 MM Galvanized iron in installation of hydrant system
- Galvanized iron pipes conforming to IS 1239: 1979
  - up to 18 M height use 100 MM (riser) Diameter GI pipe
  - above 18 M height use 150 MM (riser) Diameter GI pipe
- provide fire extinguisher as per IS 15683: 2018
- provide hose reel, hose as per IS 884 design details / IS 3844 operational requirements
  - provide internal hydrant system as per IS 3844: 1989
- install external hydrant system as per IS 13039 : 2014
- install automatic sprinkler system as per IS 15105 : 2021
- install automatic detection and alarm system as per IS 2189 : 2008

All the items occurring in the work and as found necessary during actual execution shall be carried out in the best workmanlike manner as per specifications and the written order of the Engineer in charge

Extra Claim in respect of extra work shall be allowed only if such work is ordered to be carried out in writing by the Engineer in charge. The contractor shall engage a qualified Engineer for the Execution of work who will remain present for all the time on site and will receive instructions and orders from the Engineer in charge or his authorized representative.

The instruction and orders given to the contractor representative on site shall be considered as if given to the contractor himself.

The work order book as prescribed shall be maintained on the site of the work by the contractor and the contractor shall sign the orders given by the inspecting officers and shall carry out them properly.

Quantities specified in the Re-Tender may vary at the time of actual execution and the contractor shall have no claim for compensation on account of such variation. Unexcavated lengths shall be left wherever required and so directed by the Engineer in charge during the currency of the contract and shall be tackled.

If required, before completion of work. Diversion of road, if necessary, shall be provided and maintained during the currency of the contract by the contractor at his cost.

Figured Dimensions of drawings shall supersede measurements by scale, special dimensions or directions in the specifications shall supersede all other dimensions.

All levels are given on drawings and the contractor shall be responsible to take regular level on the approved alignment before actually starting the work.

The levels shall be commensurate to the G.T.S. levels and shall be got approved from the Engineer in charge

If the arrangement of temporary drainage is required to be made during any work of the Contract, this shall be made by the Contractor without claiming any extra cost.

#### **B. SCOPE OF WORK OF PROJECT: -**

The Contractor/developer shall carry out following works.

1. To procure all the equipment and materials required for fire safety installations of each 11 locations of buildings as per codes mentioned in technical requirements above
2. To install all the necessary equipment's on site as per standard procedure and operate once before leaving the site and completion of project
3. To obtain NOC from concerned fire safety department and provide all necessary documents and drawings with help of Project management consultant
4. To provide annual maintenance whereas required and also in between time if there is necessity.
5. To provide a training to concerned user once before leaving the site after completion of work
6. To provide each and every progress report to concerned PMC consultant
7. To provide all test reports of material as well all necessary tests required









## **ADDITIONAL CONDITIONS**

**ADDITIONAL CONDITIONS:**

1. The contractor shall have to provide his own level instrument for this work.
2. The safety of the traffic and surrounding properties is the prime important factor. As it is the renovation work in existing residential and commercial area the fencing, lighting, covering etc., requires to be provided as per clause 1.1.15. and as per the site requirement. Sign Board shall have to be provided at required locations, so that there will not be any fatal accident.
3. In case of any ambiguity found in inspections/drawings, specifications, etc, the decision of engineer-in-charge shall be final and binding to the contractor.
4. Rates quoted in Bill of Quantities to cover everything necessary for complete Execution of work:

The rates quoted will be held to cover everything necessary of the due and complete execution of the work according to the drawings and the several conditions and the stipulations of the contract, including specification, or the evident intent and meaning of all or either of them or according to customary usage and for the periodical and final inspection and test and proof of the work in every respect and for measuring, numbering or weighing the same including setting out and laying or fixing in position and the provision of all materials,

Power, tool rammers, beaters, labour, tackle platforms with impervious lapped joints for scaffolding ranging rods, straight edges, centering and boxes, wedges, moulds, templates, post straight rails, boning-staves, measuring rods, page boards, shores, barriers, fencing, lighting, pumping apparatus, temporary arrangements for passage of traffic, access to premises and continuance of drainage, water supply and lighting (if interrupted by the work) and temporary sheds and buildings and huts roofed in or otherwise haulage, painting, varnishing, polishing, establishments for efficient supervision and watching arrangements for the efficient protection of life and property and all requisite plant, implements and appliances every kind, except only such matter and things as it may be distinctly stated herein are to be supplied by the contractors. A rate for any one description of work is to be held to include such items of other classes of and for these on separate specific charge will be admitted. The contractors shall keep every portion of the work clear of accumulation from time to time and shall leave every portion of the work clean, clear, perfect and at the conclusion of whole, providing at their own cost all such material implement appliances and labour as the Engineer may require to prove it to be so.

5. The contractors are particularly directed to observe from the Articles of Agreement and the specifications, what is to be included in their rates for the several portions of the work and also under what conditions payments are to be made.
6. The contractor shall have to avail P F Code as per the prevailing Circular of Government for the employees on work. The process for preparation of bill will be taken up only after submission of the Challan for the amount of P.F. deposited every month for the employees on work, which will be binding to the contractor. The required documents shall have to be



submitted every month by the contractor to the competent authority.

7. The contractor shall have to get registered under ESI (Employer's State Insurance) Act and obtain ESI Registration number if the number of workers are 10 Nos. or more. Also, the agency shall have to give all the benefits to the workers as available under the ESI Act. The agency should follow all the rules and regulations of ESI Act as per prevailing norms.
8. This office Circular bearing No.RMC/C/329 dated 22-12-2012 and Order No.RMC/C/132 dated 10-06-2013 are uploaded separately as a part of Re-Tender document. The Contractors/Consultants quoting their rates shall have to read, implement, and submit the same duly signed along with the documents to be submitted during physical submission.
9. In reference to the above Circular and Order cited para above, the Contractors/Consultant who have quoted their rates for this work will be called in person for verification of original documents. The date and time for verification of original documents will be as prescribed in the Re-Tender document.
10. After issuance of work order for this Re-Tender, if the work falls under any kind of dispute then Rajkot Municipal Corporation reserves the right to terminate the contract for this work awarded to the contractor or execute part work. The decision of Rajkot Municipal Corporation in this regard will be final and binding to the contractor.
11. Till the Completion Certificate is issued by Rajkot Municipal Corporation, the agency will be the sole responsible for security of material and structure at site.
12. The quantities given in the Schedules are provisional. The Rajkot Municipal Corporation reserves the right to increase or decrease the quantity of work or totally omit any item work and the contractor shall not be entitled to claim any extra or damages on these grounds & he is bound to execute the work as per the instruction of the Engineer-in-charge. Rajkot Municipal Corporation will not entertain any dispute in this regard.
13. It is further clarified that Performance Guarantee (SD) for extra work will also be recovered @ 10% from the bill of extra work i.e. works beyond Re-Tender amount.
14. The bidder must understand clearly that the prices quoted are for the totally works or the part of the total works quoted for and include all costs due to materials, labour, equipments, supervision, other services, royalties, taxes, duties, etc., and to include all extra to cover the cost. No claim for additional payment beyond the prices quoted will be entertained and the bidder will not be entitled subsequently to make any claim on any ground.
15. Qualified engineer must be deployed on site and at Plant. The details of qualified engineers are to be given to RMC at the time of bidding of this Re-Tender.
16. If any irregularities found during the work then penalty will be imposed by Engineer-in-charge or any higher officer. If any dispute arises regarding penalty imposed by Engineer-in-charge then the decision of Municipal Commissioner will be final and binding to agency.

17. The time limit will remain same as mentioned in the Re-Tender document and the work is to be completed accordingly.
18. Re-Tender of such Contractor not having registration in appropriate Class and Category, will be treated as non-responsive. In case of any conflicting provisions between registration of appropriate category and Pre-qualification criteria, the later shall govern the process of bid evaluation.
19. The agency shall have to quote their rates only after visiting the site and looking to the site conditions.
20. DEFECTS: Date of completion for start of defect liability period for the entire work will be considered as the last date mentioned in the completion of work recorded in Measurement Book. The contractor shall be required to make good all the damages/ defects identified and conveyed to him, during the entire defect liability period. The method and time limit of rectification will be decided by the Engineer in charge. If the contractor fails to carry out rectification as per the instructions, the same will be carried out at his cost and the cost will be recovered from the amount retained.
21. Joint venture shall not be allowed under this Re-Tender.
22. After the completion of work, at the interval of every three months, joint inspection must be done by the agency and RMC staff and then the agency has to submit the report stating the condition of work to Rajkot Municipal Corporation. The final checking report stating the condition of work is also to be submitted by the agency before one month of the expiry of defect liability period to the competent authority.
23. The Royalty of each and every material, required to be paid is to be borne by the contractor.
24. Testing of each material as and when required by Rajkot Municipal Corporation, is to be carried out in Government approved laboratory by the contractor at his own cost. Schedule of testing of material will be as per R&B, State Government Manual and IS Code provision.
25. Necessary tests for material quality, soil tests etc. shall be carried out as per the instructions of engineer-in-charge by contractor at his own cost and reports to be submitted to the engineer-in-charge.
26. As this work is to be done in existing structure and also keeping in mind surrounding properties, all due precautions should be taken so that no damage occurs to any of the services like; water connection, drainage connection, water pipeline, drainageline or any other services. However, if any damage occurs to any of such service(s) then the contractor shall have to carry out necessary repairs immediately and satisfactorily, at his own cost.
27. Wherever the rolling with the road roller is not possible on metalling work and murrum work, the compaction with hand roller or by any other means at such places shall have to be carried out by the contractor satisfactorily as per instructions of engineer-in-charge.

28. The Contractor shall carry out modifications in the procedure of work, if found necessary, as directed by the Engineer during inspection. Works falling short of quality shall be rectified / redone by the Contractor at his own cost, and defective work shall also be removed from the site of works by the Contractor at his own cost.
29. Defective Materials: All materials which the Engineer/his representative has determined as not conforming to the requirements of the Contract shall be rejected whether in place or not; they shall be removed immediately from the site as directed. Materials, which have been subsequently corrected, shall not be used in the work unless approval is accorded in writing by the Engineer. Upon failure of the Contractor to comply with any order of the Engineer/his representative given under this clause, the Engineer-in-charge shall have authority to cause the removal of rejected material and to deduct the removal cost thereof from any payments due to the contractor.
30. The Defect Liability period for this work is 24 Months. After completion of work, a report at the interval of every six months by way of joint inspection shall have to be submitted to the competent authority. The portion which is observed defective / damaged by normal cause during the joint inspections shall have to be repaired/rectified and necessary evidence along with photographs shall also have to be submitted to the competent authority.
31. The agency shall have to get interior done from the approved Architect / Engineer and also to get approved from engineer-in-charge. The agency shall have to get the approval within a period of 7 (Seven) days.
32. The Plans got prepared by the agency shall have to be get the design done from the Structural Engineer, the cost of which also is to be borne by the agency.
33. The work order will be given only after getting the preliminary approval from Town Planning Department.
34. Providing and fixing of precast RCC slab and column shall have to be carried out in line and level.
35. For excavation of trench, use of JCB machine will not be permitted directly on the top surface of the road. After excavation up to minimum 1.00 mt. depth from road surface or existing ground level, same shall have to be carried out manually or by using Breaker and after locating underground services like; water supply pipeline, water connection lines, pipe gutters, telephone cables, electric cables etc., and thereafter upon taking the prior approval of the Engineer-In-Charge, the excavation can be carried out by using JCB machine.
36. Rajkot Municipal Corporation shall recommend to the competent authority to give Controlled Blasting License to the contractor for carrying out excavation in hard rock. In case of blasting license not permissible from the competent authority in some places then excavation is to be done by using wedges and hammers, chiseling, breakers, pneumatic tools, etc. Also in case where blasting license is permitted but even then if there is no possibility of carrying out the blasting for whatsoever reason, the excavation is to be done by using Wedges and hammers, chiseling, breakers, pneumatic

toolsetc.Noextrapaymentsshallbemadeforexcavationtobecarriedoutin anyoftheabovementionedboththesituations.

37. Excavation in soft rock and hard rock shall have to be carried out only by Chiseling, Breaker (pneumatic tools) etc., as far as possible. If excavation is not possible in terms of above and if excavation is required to be carried out with the help of blasting then the same shall have to be carried out only after taking prior approval and necessary license for blasting from the competent authority.
38. In case of excavation not possible manually or by chiseling in certain place(s) as well as if blasting is also not possible due to various reasons i.e. to avoid damage to nearby water pipeline, pipe gutter, telephone cables / Duct, Raw houses / week buildings / narrow street etc., then the excavation by blasting will not be permitted. Under these circumstances, excavation shall have to be carried out only by Breaker (pneumatic tools) as per the instructions of the Engineer-In-Charge. No extra payment will be made for such type of excavation done by using Breaker. The rate for excavations shall be paid as per the rate of related item mentioned in Schedule-B.
39. Regarding the width of excavation, as (a) it is difficult to carry out the vertical trench excavation, (b) possibility of sliding the soil, and (c) uneven excavation trench width in case of blasting. In this connection, for every 1.5 mt lift if there is less width up to 5 cm at the bottom then the top width of excavated trench, it shall be considered as per the specified trench width or actual trench width carried out at the ground level by the contractor whichever is less. If excavation is carried out more than the specified width then the payment will be made only for the specified width of excavation.
40. After entering into an agreement, the agency shall have to finalize the agency for supply of the material like Precast RCC slab and column and the name of manufacturer/suppliers should immediately be informed to Rajkot Municipal Corporation so that Rajkot Municipal Corporation can also expedite the manufacturer /supplier for the material. If necessary, Rajkot Municipal Corporation will visit and inspect the factory. During the inspection, if Rajkot Municipal Corporation is not satisfied then the contractor shall have to procure the material from other manufacturer(s).
41. During construction activity, proper care must be taken for labor safety and all the provisions of the labor laws must be followed by the contractor.
42. The G.A. Drawings and other Drawings as provided at present with the Re-Tender document are indicative, however, there is possibility of any change or modification in the said drawing and as such the contractor shall have to carry out the work accordingly at the approved rates without any extra cost.
43. The contracting Agency then has to prepare bar bending schedule as per Structural Drawings and submit it to RMC after then RMC shall permit work to start. Structure design is in the scope of work of contractor and its cost is to be borne by the contractor. The structure designer should be

RMC license holder. The proof check of the structuredesign should be done by one of the structuredesigners, as suggested by RMC. (If the structuredesigner is suggested by RMC, then the proof check is not needed.) Bar Bending Schedule, register shall be maintained on site with the details of cut length of bar. The certificate for same shall be denoted in Pour Card.

44. Contract Agency has to provide a Site Office Room, a separate Laboratory included with necessary lab instruments for slump test, sieve analysis, etc. whatever suggested by Site Engineer in charge on site premises. There shall be provision of minimum 24 cubemould of 15 x 15 x 15 cm size and 12 mould of 7.5 x 7.5 x 7.5 cm. There shall be a provision of necessary stationary & Furniture. The periodical calibration of instruments like weigh batch Plant, Electronic Balance etc. shall be carried out as per instruction of Engineer in Charge. Without satisfactory report for the same the work may not be continued.
45. The Mix Design of Cement Concrete shall be revised submitted with respect to changes in Materials like Cement, Sand, Aggregate
46. The Final Completion Drawings shall be submitted in hard copy and as Auto Cad format by Agency. If the same is not submitted, the permanent deposit 0.25 % of Final Bill amount will be deducted from Final bill.
47. After the drawings for the proposed work are finalized by RMC, the agency has to submit the same to qualified & experienced structure engineer.
48. The agency has to submit the approved & signed copies of structure design 3 sets to Rajkot Municipal Corporation
49. Additional alternation changes during the work shall have to be incorporated in the structure drawing & shall be re submitted to Rajkot Municipal Corporation accordingly.
50. The contracting Agency then has to prepare bar bending schedule, submit it to Rajkot Municipal Corporation. & After checking the bar bending schedule, then Rajkot Municipal Corporation shall permit to work to start.
51. Approval to the samples of various materials given by the Engineer-in-charge shall not absolve the contractor from the responsibility of replacing defective material brought on site of materials used in the work found defective at a later date. The contractor shall have no claim to any payment of compensation whatsoever on account of any such materials being rejected by the Engineer-in-charge.
52. The agency has to facilitate the Town Planning department in all respective terms and has to provide all the required items as instructed by a surveyor of Town Planning Dept. The items which are required for demarcation are colors, Tags, Nails, labors and agency will also be responsible for cleaning of the plot without any extra cost.
53. The agency has to create the passage/access to the plot where the work is supposed to start. If in case the access to plot is restricted by any farming land, then the agency has to take a proper arrangement for passage and whatever the cost occurred in the construction of the passage, the agency has to pay the cost of its own.

54. The compound wall has to be constructed with the proper guidance by the Engineer-in-charge, such as if the land has difference in the level (irregular topography), then the agency has to construct the compound wall in the step pattern form.
55. The top of the precast wall will be either in Semi-circular or triangular whichever is instructed by the Engineer-in-charge. The Measurement of the Semi-circular or triangular item of the precast wall will be taken from the middle of the section of the item.
56. If in case the Semi-circular or triangular item of the precast wall will not be fixed, then the agency has to keep the top section of precast pole empty, without any curtailment in the height of the pole. But the measurement will be counted only for the constructed slabs.
57. In the precast wall, either the cement mortar in the ratio of 1:1 or Standard chemical mortar to be filled in Groove i.e. the area between two precast slabs and the area between the slabs and pole, whichever is instructed by the Engineer-in-charge.
58. The restoration work for the excavation done is to be carried out immediately as per the instructions of engineer in charge. The excess material shall have to be disposed with no extra cost at the sites specified by engineer-in-charge.

The word "Arbitration" or "Arbitration Clause" wherever mentioned in this Re-Tender document, is now to be treated as "Deleted". In this context, an Order bearing No.RMC/Legal/1858 dated 18-02-2017 of Legal Department of Rajkot Municipal Corporation is uploaded separately along with this Re-Tender, which Order, will hereafter be referred and taken into consideration for Arbitration related purpose for the Re-Tenders of Rajkot Municipal Corporation.

**CITY ENGINEER**  
**Rajkot Municipal Corporation**

**Signature of Contractor with Seal**

**Rajkot Municipal Corporation**

**::SPECIAL CONDITIONS::**

1. The Royalty of each and every material, required to be paid is to be borne by the contractor.
2. Testing of each material as and when required by Rajkot Municipal Corporation, is to be carried out by the contractor at his own cost. Schedule of testing of material will be as per R&B, State Government Manual and IS Code provision.
3. The whole work shall be executed by qualified Site Engineer. The required L-Section and Cross section is to be prepared by contractor at his own cost. The work should be done by levelling instrument. The Drawings shall be submitted accordingly in advance before starting the work. No extra payment will be made for the above work. Contractor has to submit Bill form with hard copy and soft copy of cross section and L-section of work completed. No bill will be accepted without above drawings.
4. Necessary tests for material quality, Paving Blocks, soil tests etc. shall be carried out as per the instructions of engineer-in-charge by contractor at his own cost and report to be submitted to the engineer-in-charge.
5. The contractor shall have to get registered under ESI (Employer's State Insurance) Act and obtain ESI Registration number if the number of workers are 10 Nos. or more. Also, the agency shall have to give all the benefits to the workers as available under the ESI Act. The agency should follow all the rules and regulations of ESI Act as per prevailing norms.
6. The testing of metal and the design as per IRC shall have to be carried out by the contractor at his own cost.
7. Structure design is to be prepared by contractor and after approval of engineer-in-charge the work can be started.
8. Agency intending to carry out excavation will be able to carry out excavation / digging only after prior intimation through "Call before UDig" mobile application.

**Signature of Contractor with Seal**

**CITY ENGINEER  
Rajkot Municipal Corporation**

**PART-III**  
**BILLOF QUANTITIES**  
**(AttachedinSeparateFolder)**

**BIDFORM(WITHPRICE)**



**CONTRACT No:RMC/ENGG/EZ/24-25**

Bidders are required to fill up all blank spaces in this Bid

Form The Commissioner  
Rajkot Municipal Corporation Dr.  
Ambedkar Bhavan Dhebar Road  
Rajkot Dear

Sir,

**SUB: TO SUPPLY AND INSTALL FIRE EQUIPMENTS AS PER FIRE SAFETY NORMS AND OBTAIN FIRE N.O.C. IN BUILDINGS UNDER RAJKOT MUNICIPAL CORPORATION EAST ZONE AREA.**

1. Having visited the site and examined the Bid Documents, Drawings, Conditions of Contract, Specifications, Schedules, Annexures, Preamble to Price Schedules, Price Schedules etc. including Addenda/Amendments to the above, for the execution of the above Contract, we the undersigned offer to carry out as given in Conditions of Contract and in conformity with the Drawings, Conditions of Contract, Specifications, Preamble to Price Schedules, Price Schedules, Annexures, Bidding Documents, including Addenda Nos. (insert numbers) for \_\_\_\_\_ LUMPSUM (in \_\_\_\_\_ figure)

(in words) than the rates given in Price Schedule.

2. I/We agree that
- (a) if we fail to provide required facilities to the Employer's representative or any other person/agency by the employer to perform on his behalf for carrying out the inspection and testing of materials and workmanship  
OR
- (b) if we incorporate into the Works, materials before they are tested and approved by the Engineer's representative  
OR
- (c) if we fail to deliver raw water of required quantity according to the conditions/stipulations of the Contract, the Engineer will be at liberty to take any action including termination of Contract and impose at his absolute discretion any penalties, and/or reject the work.
3. We undertake, if our Bid is accepted, to complete and deliver the Works in accordance with the Contract within \_\_\_\_\_ of construction period from the date of Work Order issued to us by you.
4. We agree to abide by this Bid for a period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

- 5. In the event of our Bid being accepted, we agree to enter into a formal Contract Agreement with you incorporating the conditions of Contract thereto annexed but until such agreement is prepared this Bid together with your written acceptance thereof shall constitute a binding Contract between us.
- 6. We agree, if our Bid is accepted, to furnish Performance Bond/Security in the forms and of value specified in the Conditions of Contract of a sum equivalent to 5% of the Contract price for due performance of the Contract.
- 7. We have independently considered the amount of liquidated damages shown in Appendix to Bid and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the Work not being completed by us in time.
- 8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Company Seal

\_\_\_\_\_  
 (Signature)(Name of  
 \_\_\_\_\_  
 he person)

\_\_\_\_\_  
 (Name of firm)  
 Duly authorized to sign Bid  
 for and on behalf of  
 (Fill in block capitals)

\_\_\_\_\_  
 (In the capacity of)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Witness  
 Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_

## **PREAMBLE TOPRICESCHEDULES**

**NOTE ON SCHEDULE:**

THE BID IS LUMP SUM RATE BID FOR TO SUPPLY AND INSTALL FIRE EQUIPMENTS AS PER FIRE SAFETY NORMS AND OBTAIN FIRE N.O.C. IN BUILDINGS UNDER RAJKOT MUNICIPAL CORPORATION EAST ZONE AREA.

1. The bid is Lump sum rate bid.
2. The rates and prices shall be submitted in the format given in the online Price Schedules. Rates and prices received in any other format will be rejected and the Bids will be disqualified.
3. It will be entirely at the discretion of the Employer to accept or reject the bidder's proposal, without giving any reasons whatsoever.
4. In Price Schedule, bidder shall quote his Lump sum amount for items listed in the schedule. Prices quoted in Schedule only will be considered for price evaluation & shall form a part of the Contract Agreement.
5. The Only Price Schedule will be considered for financial evaluation of the bid with the successful bidder.
6. The bidder shall be deemed to have allowed in his price for provision, maintenance and final removal of all temporary works of whatsoever nature required for construction including temporary bunds, diverting water, pumping, dewatering etc. for the proper execution of works. The rates shall also be deemed to include any works and setting out that may be required to be carried out for laying out of all the works involved.
7. Where there is a discrepancy between the unit rates and the amount entered, the latter shall govern.
8. The Price Schedules are to be read in conjunction with the Conditions of Contract, the Specifications and other sections of these bid documents and these documents are to be taken as mutually explanatory of one another.
9. Prices quoted by the bidder shall be firm for the entire period of Contract without any escalation.
10. The bidder shall interpret the data furnished and carry out any additional survey work, or investigative work required at his own cost.
11. The prices quoted shall also include the cost of materials utilized for testing.
12. The bidder should acquaint himself with the site conditions including the access to Worksite. The successful bidder shall have to make suitable access to worksites at his own cost. These accesses will be used by the other contractors working for RMC.
13. The material shall be inspected Departmentally, the cost of which, if any, is to be borne by contractor.

14. The contractor shall have to quote their rates including GST and other taxes and the Invoice with break-up of GST is to be submitted accordingly, failing which, such amount will be deducted from the bill of the agency and deposited accordingly.

The contractor shall have to purchase the material required for this Re-Tender work, only from the supplier having registered GST Number. RMC will not be responsible to pay any amount towards GST if the material is purchased from the unregistered supplier not having GST Number.

15. In case of extra item work if quoted and approved Re-Tender price is above Percentage Rate then no above percentage rate will be given, only the rates as per S.O.R. will be paid for such extra item. But, if the quoted and approved Re-Tender price is below percentage rate then that below percentage rate will be considered for paying of any extra item.
16. The whole work is to be done under the supervision of RMC.
17. The rates and prices shall be submitted in the formats given in the enclosed Price Schedules. Rates and prices received in any other formats will be rejected and the Bids will be disqualified.
18. It will be entirely at the discretion of the Employer to accept or reject the bidder's proposal, without giving any reasons whatsoever.
19. In Price Schedule, bidders shall quote his percentage Equal/Above/Below for items listed in the schedule. Prices quoted in Schedule only will be considered for price evaluation & shall form a part of the Contract Agreement.
20. Only Price Schedule will be considered for financial evaluation of the bid with the successful bidder.
21. The Price Schedules are to be read in conjunction with the Conditions of Contract, the Specifications and other sections of these bid documents and these documents are to be taken as mutually explanatory of one another.
22. Prices quoted by the bidder shall be firm for the entire period of Contract without any escalation.
23. The bidder shall interpret the data furnished and carry out any additional survey work, or investigation work required at his own cost.
24. The prices quoted shall also include the cost of materials utilized for testing.
25. The bidder should acquaint himself with the site conditions including the access to Worksite. The successful bidder shall have to make suitable access to worksites at his own cost. These accesses will be used by the other contractors working for RMC.
26. From each Running Account Bill, labour cess will be deducted as per norms.
27. In Every running bill 0.25% amount shall be retained as extra security deposit if Drawings of work done are not submitted by agency.

28. The quoted rates should be inclusive of all taxes and duties.
29. The prices shall have to be quoted firm & fix including all the taxes & duties without any statutory variation. RMC will not consider any statutory variation as well as the price rise in the market and if any, those shall be on account of contractor.
30. The work contract tax will be borne by the agency.
31. While considering experience of ongoing sewer/storm water pipeline works, part work completed in all respect will be considered for evaluation of bid. In this regard contractor shall be required to submit part completion certificate along with bid document from competent authority.
32. Use of ready mix concrete may be permitted if it fulfils Re-Tender specifications.
33. No extra item or extra width will be paid due to excavating method or type of machinery.
34. For any type of license regarding labour, etc. has to be achieved by agency.
35. This office Circular bearing No. RMC/C/329 dated 22-12-2012 and Order No. RMC/C/132 dated 10-06-2013 are uploaded in Re-Tender document.
36. In reference to the above Circular and Order cited at above, the Contractor firm who have quoted their rates for this work will be called in person for verification of original documents. The date and time for verification of original documents will be intimated to the Contractors.
37. If the progress of work is found slow then Extra security Deposit may be recovered from any running bill as decided by Engineer in charge upto maximum 5% amount of concerned R.A. Bill amount.
38. In case of Extra Item, No "On" %age i.e. +ve % age Rate will be given but if there is Down %age i.e. -ve % age Rate that will be applied to that rate of that Extra Item.

**CITY ENGINEER**  
**Rajkot Municipal Corporation**

**Signature of Contractor with Seal**

<b>CheckListforsubmissionofDocuments</b>	
Re-TenderFeesubmittedasperRe-Tender	Yes/No
Re-Tender Earnest Money DepositsubmittedasperRe-Tender	Yes/No
RegistrationdocumentssubmittedasperRe-Tenderrequirement	Yes/No
<b>FinancialDetails:</b>	
Turnoverdetailssubmittedasperrequirement	Yes/No
WorkingCapitalasperrequirementofRe-Tenderissubmitted	Yes/No
ValidBankSolvencysubmitted	Yes/No
ValidityofBankSolvency	Date:
<b>ExperienceDetails:</b>	
DetailsofTechnicalStaffanddetails ofmachineriessubmitted	Yes/No
Addressproofsubmitted	Yes/No
Identityproofsubmitted	Yes/No
FreshDeclarationonNon-JudicialStampPaperregardingnotblacklistedorTerminatedorDebarred,issubmitted	Yes/No
ProfessionalTaxReceiptofcurrentyear	Yes/No

**Note:**

**Overandabove, theagencyshallalsohavetosubmitallothernecessarydocumentsas mayberequiredforpre-qualification, failingwhich, theagencywillbetreatedasNon-responsiveandwillbeDISQUALIFIEDandalsotheonlinepricebidofsuchagency willnotbeopened.**

## **PRICESCHEDULE**



**Rajkot Municipal  
Corporation Price Schedule- B**

Group	Name Of Work	Quoted Rate (In Percentage) Of Contract Price
	TO SUPPLY AND INSTALL FIRE EQUIPMENTS AS PER FIRE SAFETY NORMS AND OBTAIN FIRE N.O.C. IN BUILDINGS UNDER RAJKOT MUNICIPAL CORPORATION EAST ZONE AREA.( 3rd ATTEMPT)	

Note: -

- **Nothing extra shall be paid over and above the quoted rate.**
- **Statutory government taxes applicable shall be paid in addition to the quoted rate.**

The bidder shall forward the offer containing total amount which he/she wishes to give Rajkot Municipal Corporation after completion of the project during operation and maintenance period every year for total of 5 (Five) years on the letter pad of the company.

All types of prevailing taxes will be borne by contractor/developer separately.

(Price bid to be quoted online only)

The format of offer letter is as under.

Note: 1. The offer should be a lump sum offer in terms of Rupees.

Offers in terms of percentage of project cost shall not be considered.

2. Conditional offers will be out rightly rejected.

Date:

Online Notice No.:

City Engineer,  
East Zone office,  
Rajkot Municipal Corporation.

**SUBJECT: TO SUPPLY AND INSTALL FIRE EQUIPMENTS AS PER FIRE SAFETY NORMS AND OBTAIN FIRE N.O.C. IN BUILDINGS UNDER RAJKOT MUNICIPAL CORPORATION EAST ZONE AREA.**

Sir, I the undersigned..... of .....firm have examined the document, visited the site, under stood fully the scope of work and other terms and conditions mentioned in this document. After proper understanding of the work to be carried out, I / We, am /are ready to carry out the said work of CONTRACTOR/DEVELOPER. I/We will carry out the same work as per scope of work and instructions of Rajkot Municipal Corporation in satisfactory manner. You are kindly requested to consider our offer.

Yours faithfully (Signature)

Name: For and on behalf of:

Place:

Date:

**Addl/Asst.Engineer  
R.M.C.**

**Dy.Ex.Engineer  
R.M.C.**

**CITYENGINEER  
R.M.C.**

**SignatureofContractorwithSeal**



## રાજકોટ મહાનગરપાલિકા

ડો. આંબેડકર ભવન, ઢેબરભાઈ રોડ, રાજકોટ - ૩૬૦ ૦૦૧.

વેબસાઈટ : www.rmc.gov.in

આર.એમ.સી./સી./વીજી. (ટેક) /જા. નં. - ૨૩૦૯

તા. ૧૧/૦૩/૨૦૨૨

### પરીપત્ર:-

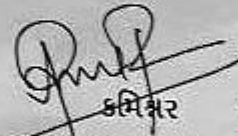
રાજકોટ મહાનગરપાલિકા અને RSCDL ખાતે ટેન્ડરથી થતા કામમાં સિમેન્ટ કોન્ક્રીટની કામગીરી કરવામાં આવે છે. આ કામોમાં ક્વોલિટી કન્ટ્રોલ જાળવાઈ રહે તે માટે નીચે દર્શાવેલ દર્શાવ્યા મુજબ જુદા જુદા સિમેન્ટ કોન્ક્રીટ ગ્રેડ વાઈઝ મીનીમમ સિમેન્ટ કન્ટેન્ટના ધોરણો અનુસરવા અને તેનો સમાવેશ ટેન્ડર ડોક્યુમેન્ટમાં કરવા આથી હુકમ કરવામાં આવે છે.

(અ)	NABL માન્ય લેબ દ્વારા IS, IRC કે MORTH મુજબ તૈયાર કરાયેલ સિમેન્ટ કોન્ક્રીટ મીક્સ ડીઝાઈન રીપોર્ટ મુજબ કિગ્રા સિમેન્ટ કન્ટેન્ટ પ્રતિ ઘનમીટર
(બ)	નીચે દર્શાવેલ ટેબલ મુજબ મીનીમમ કિગ્રા સિમેન્ટ કન્ટેન્ટ પ્રતિ ઘનમીટર

Sr. No.	Cement Concrete Grade	28 Days Strength in N/mm <sup>2</sup>	Minimum Cement in Kg
1	M-7.5 for PCC Work	7.5 N/mm <sup>2</sup>	160 Kg
2	M-10 for PCC Work	10 N/mm <sup>2</sup>	220 Kg
3	M-15 for PCC Work	15 N/mm <sup>2</sup>	290 Kg
4	M-20 for RCC Work	20 N/mm <sup>2</sup>	360 Kg
5	M-25 for RCC Work	25 N/mm <sup>2</sup>	380 Kg
6	M-30 for RCC Work	30 N/mm <sup>2</sup>	410 Kg
7	M-35 for RCC Work	35 N/mm <sup>2</sup>	425 Kg
8	M-40 for RCC Work	40 N/mm <sup>2</sup>	440 Kg
9	M-45 for RCC Work	45 N/mm <sup>2</sup>	450 Kg

ઉપરોક્ત (અ) અને (બ) પૈકી જ વધુ હોય, તે સિમેન્ટ કન્ટેન્ટ ને ફાઈનલ મીનીમમ સિમેન્ટ કન્ટેન્ટ પ્રતિ ઘનમીટર ગણવા હુકમ કરવામાં આવે છે.

ઉપરોક્ત બાબતની અમલવારી તાત્કાલિક અસરથી ચુસ્તપણે કરવાની રહેશે.

  
કમિશ્નર  
રાજકોટ મહાનગરપાલિકા

નકલ રવાના (જાણ તથા અમલવારી અર્થે)

- નાયબ કમિશ્નરશ્રી (ઝોન-વેસ્ટ, સેન્ટ્રલ, ઇસ્ટ)

નકલ રવાના - (અમલવારી અર્થે)

- તમામ સીટી એન્જીનીયરશ્રી, એડી. સીટી એન્જીનીયરશ્રી, એક્ઝીક્યુટીવ એન્જીનીયરશ્રી, એન્વાયરમેન્ટ એન્જીનીયરશ્રી (S.W.M.)

R.M.C./C./ ૧૩૨

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

**હુકમ :-**

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

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

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

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

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

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

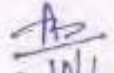
(૨) તમામ ટેન્ડરોનાં ડિસ્સાઓમાં સંબંધિત ખરી નકલમાં રજુ થયેલ તમામ ડોક્યુમેન્ટ્સની મુળ (ઓરીજીનલ) નકલ મંગાવી તેની ખરી નકલની ચકાસણી ફરજિયાતપણે સંબંધિત ડી.ઈ.ઈ.શ્રી તથા મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ કરવાની રહેશે. જે મુળ નકલ સાથે વેરીફાઇ કર્યાની સહી ફરજિયાતપણે દરેક ખરી નકલમાં સંબંધિત ડી.ઈ.ઈ.શ્રી / મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ કરવાની રહેશે. તે પહેલાં તે ટેન્ડરની પ્રાઈઝ બીડ ઓપન કરી શકાશે નહીં. જેમાં ફરજચૂક 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 ડિસ્સામાં ટેકનીકલ બીડ ઓપન કરતાં બીડર દ્વારા કોઈપણ પ્રકારનાં ફોલ ડોક્યુમેન્ટ્સ રજુ કરી કામ પેળવવા માટે પ્રયાસ કર્યાનું સાબિત થશે, તેવા ડિસ્સામાં બીડર / એજન્સીને બ્લેકલીસ્ટ કરી, આવા બીડર સામે ફરજિયાતપણે ફોજદારી કાર્યવાહી સંબંધિત શાખાના વડા તથા વીજીલન્સ અધિકારીશ્રી (પ્રોટેક્શન) દ્વારા જોઈન્ટલી ટિન-૭ માં કરવા આદેશ કરવામાં આવે છે. જેની લેખિતમાં

જાણ તાત્કાલીક અંગે કરવાની રહેશે, જેમાં ચૂક વધેથી સંબંધીત તમામ અધિકારીશ્રી / કર્મચારીશ્રી સામે કડક પગલાં લેવા ફરજ પડશે.

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

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

  
કમિશ્નર

રાજકોટ મહાનગર સેવાસદન

નકલ રવાના (જાણ અર્થે):-

નાયબ કમિશ્નરશ્રીઓ (તમામ)

નકલ જાણ તથા અમલવારી અર્થે :-

(૧) સહાયક કમિશ્નરશ્રીઓ (તમામ)

(૨) શાખાધિકારીશ્રીઓ (તમામ)

આર.એમ.સી./સી. ૩૨૪

રાજકોટ મહાનગરપાલિકા

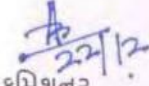
કમિશનર વિભાગ

તા.૨૨/૧૨/૨૦૧૨

### પરિપત્ર:-

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

ઉપરોક્ત બાબતનો અમલ તાત્કાલિક અસરથી કરવો.

  
કમિશનર

રાજકોટ મહાનગરપાલિકા

નકલ રવાના :- (જાણ અર્થે)

- નાયબ કમિશનરશ્રીઓ (તમામ)

નકલ જાણ તથા અમલવારી અર્થે :-

- સહાયક કમિશનરશ્રીઓ (તમામ)

- શાખાધિકારીશ્રીઓ (તમામ)



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

જોજદારી કાર્યરીતી અધિનિયમ ૧૯૭૩ (૧૯૭૪ના નં.૨) ની કલમ ૧૪૪ અન્વયે કાઢેલ ફુકમ

ક્રમાંક: એસ.બી./મજુર/જાહેરનામું/૫૬૩૬/૨૦૧૪.

પોલીસ કમિશ્નરશ્રીની કચેરી,

રાજકોટ શહેર, રાજકોટ.

તા. ૨૬/૦૪/૨૦૧૪

જોજદારી કાર્યરીતી અધિનિયમ ૧૯૭૩ (૧૯૭૪ના નં.૨) ની કલમ ૧૪૪ અન્વયે કાઢેલ ફુકમ  
 ક્રમાંક: ૫૭૨  
 તારીખ: ૨૫/૪/૧૪

તાજેતરમાં રાજકોટ શહેરમાં ઘરડોડ ચોરીના બનાવો વધવા પ્રારંભ થયે છે. ભુતકાળના રાજકોટ શહેરમાં બનેલ ઘરડોડ ચોરીના બનાવોની તપાસ કરતા તપાસમાં આવા ગુનો કરનાર (દેલીક્રીમ) પકડાયેલ છે. ત્યારે તપાસમાં આવા ગુનો વાળા આરોપીઓ ગુનાના બનાવના દિવસે અગાઉ રાજકોટ શહેરમાં નવા બંધાતા ગામોમાં જુદી જુદી ઓધોગિક કંપનીઓમાં, કોર્પોરેશનમાં મજુરી કામ અને ટેલીફોન કંપનીઓ દ્વારા તથા ગેસ પાઇપ લાઇન માટે ખોદાતા ખાડાઓની મજુરી કામ મેળવી અથવા તેના બહાના ફેક્ટ આવી રોકાણ કરી આજુબાજુની સ્થાનિક પરીસ્થિતીનું સર્વે કરી માફીતરૂઠ ઘણે વિસ્તૃત વિસ્તરેલા ગુન્જઓ આચરતા હોય છે. મજુરી કામના બહાના ફેક્ટ આતંકવાદીઓ પણ આશરો મેળવી લેતા હોય છે જેથી જાહેર જનતાની જાન-માલ (મિલકત)ની સલામતી તથા સુરક્ષા કારૂ શોડા નિર્વંચણી મુકલ જરૂરી જણાય છે.

જેથી હું મોકલ ગ્ય તા.૨૬.૪.૧૪, પોલીસ કમિશ્નર, રાજકોટ શહેર જોજદારી કાર્યરીતી અધિનિયમ (સી.આર.પી.સી.) ૧૯૭૩ (૧૯૭૪ ના નં.૨) ની કલમ ૧૪૪ અન્વયે અમીને પુર્ણ સલામી થયે આથી હું ફુકમ કરુ છુ કે, રાજકોટ શહેરના પોલીસ કમિશ્નર વિસ્તારમાં લેવર કોન્ટ્રાક્ટર/મુકાદમનાઓએ પોતાની ખાસે જે મજુર કામે સંબંધેલ હોય અને મજુરી કામકાજ માટે સંબંધાયેલ હોય તેઓએ નીચે જણાવેલ કોમ મુજબ દરેક મજુરીના ચાલુ-અલગ કોમ ભરી કરજ્યાત પાટે સ્થાનિક પોલીસ સ્ટેશનને જણા કરવાની રહેશે તથા મજુરી જ્યાં મજુરી કામ તથા રાજકોટ શહેર છોડી જતા રહે ત્યારે લેવર કોન્ટ્રાક્ટર/મુકાદમ તે અંગેની જણા નામ/સરનામ સહિતની વિગત સાથે સ્થાનિક પો.સ્ટે.મા કરવાની રહેશે

૧	લેવર કોન્ટ્રાક્ટર / મુકાદમ (સંબંધાયર) નું પુર્ણ નામ સરનામું	--
૨	પો.ન., નંબર સહિત	--
૩	મજુરનું નામ તથા ઉ.વ.	--
૪	મજુરનું કલણ સરનામું ટેલીફોન નંબર	--
૫	મજુરનું પૂર્ણ વતનનું સરનામું ગામ, તાલુકો, જિલ્લો	--
૬	કાલની મજુરીનું સ્થાન / કંપનીનું નામ	--
૭	મજુરનું વતનનું સ્થાનિક પો.સ્ટે.નું નામ તથા ટેલીફોન નંબર	--
૮	મજુરના વતનના આગેવાનનું નામ, સરનામું, ટેલીફોન નંબર	--
૯	મજુર અગાઉ કોઇ પોલીસ ગુન્જામાં પકડાયેલ હોય તો તેની વિગત	--
૧૦	ક્યા રાશી મુકાદમ / કોન્ટ્રાક્ટરે મજુરી કામ માટે સંબંધાયેલ છે	--
૧૧	મજુરનું બોલામ માટેનું આર.કી.પુર (કોટા સાથે નું)	--
૧૨	રાજકોટ શહેરમાં કય તારીખથી મજુરી કામ કરે છે ? અને કય તારીખે જવાનો છે ?	--
૧૩	રાજકોટ શહેરમાં નજીકના સંબંધી કોઇ કોચનો તેનું નામ, સરનામું	--

મજુરનો તાજેતરનો ફોટા  
 મજુરના અંગણનું મિશ્રણ  
 મુકાદમ/સંબંધાયર/કોન્ટ્રાક્ટરની સહી  
 નામ.....

આ ફુકમ તા. ૦૧/૦૫/૨૦૧૪ થી તા.૩૦/૦૬/૨૦૧૪ સુધી અમલમાં રહેશે.

આ ફુકમનો ભંગ કરનાર વ્યક્તિ ઉપરનીય દંડ સહિતની કલમ ૧૮૮ મુજબ શિક્ષાને પાત્ર થશે.

તમામને વ્યક્તિગત રીતે મોટીભાઈ બજારમાં કરવી શક્ય ન હોય આથી એકતરફી હુકમ કરી કુ. જાહેર જનતાની જાણ સારું સ્થાનીક વર્તમાન પણ આકાશવાણી અને ફરદજીન કેન્દ્ર પારકને પ્રસિધ્ધી દ્વારા તથા પોલીસ સ્ટેશનના પોલીસ સબવેઈલર, મહત્વનીશ પોલીસ કમિશર, નાયબ પોલીસ કમિશર તથા પોલીસ કમિશર કચેરીના બોટીશ વોર્ડ ઉપર હુકમની નકલ ચોટાડી પ્રસિધ્ધી કરવામાં આવશે તેમજ સહેલાઈથી જોઈ શકાય તેવી જાહેર જગ્યાઓ ઉપર હુકમની નકલ ચોટાડી પ્રસિધ્ધી કરવામાં આવશે ગુજરાત પોલીસ એક્ટ હાથ પકડ મુજબ પોલીસ અધિકારીઓ પણ આ હુકમની જાહેરાત કરવા અધિકૃત ગણાશે.

આજ તારીખથી ચોપીલ-૨૦૧૪ ના રોજ માર્ચ સદી અને સિદ્ધી કરી આગેલ છે.



*(Signature)*  
 પીકેન બા  
 પોલીસ કમિશર  
 રાજકોટ શહેર રાજકોટ

નકલ રવાના

- (૧) અગ્ર સચિવશી, મુક વિભાગ, ગાંધીનગર.
- (૨) પોલીસ મહાનિદેશક અને મુખ્ય પોલીસ અધિકારીશી, ગુ. રા. ગાંધીનગર
- (૩) અધિક પોલીસ મુક ડેઈરક્ટરી (ઈન્ડે.) ગુ. રા. ગાંધીનગર.
- (૪) પોલીસ કમિશરશી, જામદાવાદ શહેર, રાજકોટ શહેર, મુલ શહેર.
- (૫) ખાસ મુખ્ય પોલીસ અધિકારીશી, રાજકોટ કેન્દ્ર, રાજકોટ.
- (૬) જીલ્લા પોલીસ અધિકારીશી, રાજકોટ જિલ્લો, રાજકોટ.
- (૭) સહકારશી, રાજકોટ શહેર.
- (૮) મ્યુનિસિપલ કમિશરશી, રાજકોટ શહેર.
- (૯) નિયામકશી, માહિતી પ્રાપ્ત એજન્સીઓ અને સહાયક મુખ્ય સચિવાલય પ્લોટ નં.૩, વીજા માર્ગે, ગુ. રા. ગાંધીનગર.
- (૧૦) જીલ્લા સરકારી લેકલશી, સેલન્સ ઓફ, રાજકોટ.
- (૧૧) મેનેજરશી, ભવેગેન્ડ પેશ, રાજકોટ. (વેબેલ જાહેરાત માં પ્રસિધ્ધ કરવા સારું).
- (૧૨) મહત્વનીશ પોલીસ કમિશરશી, પૂર્વ/પશ્ચિમ વિભાગ, રાજકોટ શહેર.
- (૧૩) ચાર્જ કમિશરશી, (ઈન્ડે.), રાજકોટ સીક્રેટરિયલ, રાજકોટ.
- (૧૪) નાયબ પોલીસ અધિકારીશી/પી.કે.સી.શી, રાજકોટ જેલ, જાહેરાત પી.સી.
- (૧૫) તમામ પો.સે.ઈન્ચાર્જશીઓ, રાજકોટ શહેર(નકલ) ચોટાડી લાઉટ સ્વીકર વાહન દ્વારા જાહેરાત કરાવવા સારું)
- (૧૬) તમામ સ્થાનીક તથા મામા ઈન્ચાર્જશીઓ, રાજકોટ શહેર.
- (૧૭) ઈન્ડોલ ઈન્ચાર્જશી, રાજકોટ શહેર (પા.નકલ) વર્તમાનપત્રોને આપવી.
- (૧૮) ટેલર કમિશરશી, ... તમામ ખાતેની સભ્યશીને અવગત કરવા સારું

નકલ સવિભાગ રવાના

- (૧) રજીસ્ટ્રારશી, રાજકોટ, ગુ. રા. ચોટાડીસ અમારોવાલ.
  - (૨) રજીસ્ટ્રારશી, ડીસ્ટ્રીક્ટ એન્ડ સેશન્સ કોર્ટ, રાજકોટ.
  - (૩) રજીસ્ટ્રારશી, ગૌડ જ્યુડીશિયલ મેજીસ્ટ્રેટ ઓફ, રાજકોટ.
  - (૪) રજીસ્ટ્રારશી, મેટ્રોપોલિટન સેશન્સ કોર્ટ, રાજકોટ.
  - (૫) એક્ઝીક્યુટીવ મેજીસ્ટ્રેટશી, રાજકોટ શહેર
  - (૬) એક્ઝીક્યુટીવ મેજીસ્ટ્રેટશી, રાજકોટ તાલુકા
  - (૭) સચુકત માહિતી નિયામકશી, રાજકોટ.
- (સ્થાનીક વર્તમાનપત્રો, આકાશવાણી તથા ફરદજીન કેન્દ્રમાં પ્રસિધ્ધ કરવા અને વર્તમાનપત્રોની પ્રાપ્તીઓ મોકલવા સારું)

૨૭





આથી હું અમિત અરોરા (IAS), મ્યુનિસીપલ કમિશનર, રાજકોટ મહાનગરપાલિકા, રાજકોટ ગુજરાત પ્રોવિન્સીયલ મ્યુનિસીપલ કોર્પોરેશન એક્ટ-૧૯૪૯ની જોગવાઈ અનુસંધાને મળેલ સત્તા મુજબ, જાહેર હિતને ધ્યાને લઈ, રાજકોટ મહાનગરપાલિકા વિસ્તારમાં ઇમારત તોડવા, સમારકામ અથવા તો નવા બાંધકામ દરમ્યાન ઉપસ્થિત થતા બાંધકામએ લગત કચરા (Construction and Demolition Waste) નો રાજકોટ મહાનગરપાલિકા દ્વારા નિયત કરાયેલ જગ્યા સિવાય નિકાલ કરવા પ્રતિબંધ ફરમાવું છું.

એવું ધ્યાનમાં આવેલ છે જે, રાજકોટ મહાનગરપાલિકા વિસ્તારમાં ઇમારત, ઇમારતોના બાંધકામ દરમ્યાન નળીયા, પથરા, ઇંટો, ઇમારત બાંધવાના માલ સામાન અને એવા માલ સામાનનો કાટમાળ ગમે તે જગ્યાએ નિકાલ / એકઠો કરવામાં આવે છે. જેનાથી એવી જગ્યાએ ઉંદરો અથવા અન્ય જીવ જંતુઓનું આશ્રય સ્થાન અથવા ઉત્પત્તિ સ્થાન બને છે. તેમજ સદરહું જગ્યાનો ભોગવટો કરનારાઓને અથવા પડોશમાં રહેતી વ્યક્તિઓના ભય અને ઉપદ્રવનું કારણ બને છે. તેના કારણે રોગચાળો ફેલાવવાનો ભય અને લોકોના આરોગ્ય તથા જાનમાલને નુકસાન થાય તેવી સ્થિતિ ઉત્પન્ન થાય છે. તેમજ તે કચરો (Construction and Demolition Waste) દુર કરવા રાજકોટ મહાનગરપાલિકાને ખુબજ મોટો ખર્ચ થાય છે, તેમજ માનવ સમય બગડે છે. આમ, લોકોના જાનમાલના અને આરોગ્યના નુકસાનના ભોગે આવી ગેરકાયદેસર પ્રવૃત્તિ ચાલી રહેલ છે, આવી કોઇપણ પ્રવૃત્તિ જન આરોગ્ય માટે બિન સલામતી નોતરે તેમ હોય, ગુજરાત પ્રોવિન્સીયલ મ્યુનિસીપલ કોર્પોરેશન એક્ટ અનુસુચી-ક ના પ્રકરણ-૧૪ ની જોગવાઈઓ અનુસંધાને આવી તમામ પ્રવૃત્તિ કરવાનો અગાઉના જાહેરનામા નં.રા.મ.ન.પા./મ.ઓ./સો.વે.સે./જા.નં.૧૯૪૧, તા.૦૬/૦૮/૨૦૧૯ થી પ્રતિષેધ ફરમાવવામાં આવેલ અને આવા કચરા (Construction and Demolition Waste)ના નિકાલ માટે રાજકોટ મહાનગરપાલિકાએ નીચે દર્શાવેલ સ્થળો નિયત કરવામાં આવેલ.

૧. કોઠારીયા પોલીસ ચોકીની બાજુમાં પથ્થરની ખાણ પાસે,
૨. રૈયા સ્માર્ટ સીટીના તમામ ખાણ વિસ્તાર,
૩. ટી.પી.સ્કીમ નં.૧૦, એફ.પી.-૮૭, ઢેબર રોડ, સાઉથ અટીકા વિસ્તાર, પી.જી.વી.સી.એલ. ઓફિસ પાસે,
૪. ટી.પી.સ્કીમ નં.૨૩, એફ.પી.-૨૩, મોરબી રોડ, પોપટપરા આઇ.ઓ.સી. ગોડાઉન પાસે,
૫. સમ્રાટ ઇન્ડ. એરિયા, એસ.ટી. વર્કશોપ પાછળ, અનામત પ્લોટ,
૬. ટી.પી.સ્કીમ નં.૯, એફ.પી.-૫, રૈયાધાર ગાર્બેજ ટ્રાન્સફર સ્ટેશન પાસે,
૭. ટી.પી.સ્કીમ નં.૨૦, એફ.પી.-૩૫, પ્રધ્યુમન ગ્રીન પાછળ

ઉપરોક્ત સ્થળો ઉપરાંત નીચે મુજબના સ્થળો Construction and Demolition Waste ના નિકાલ માટે નિયત કરવામાં આવે છે.

૧. જેટકો ચોકડી, ટી.પી.સ્કીમ નં.૨૮, મવડી, એફ.પી.-૪૬/એ,
૨. ટી.પી.સ્કીમ નં.૧૨, કોઠારીયા નેશનલ હાઇવે, લીજજત પાપડ પાસે, એફ.પી.-૩૮/એ, ૩૯/બી.

ઉપરોક્ત નિયત કરેલ સ્થળો સિવાય અન્ય કોઇપણ જગ્યાએ કોઇપણ ઇસમ/ઇસમો છકડો, ટ્રેક્ટર અથવા ડમ્પર દ્વારા (Construction and Demolition Waste) નો નિકાલ કરતાં પકડાશે તો પ્રથમ વખત છકડો/ટ્રેક્ટર ઈઠ રૂ.૭,૫૦૦/- તથા ડમ્પર ઈઠ રૂ.૧૫,૦૦૦/-, બીજી વખત છકડો/ટ્રેક્ટર ઈઠ રૂ.૧૫,૦૦૦/- તથા ડમ્પર ઈઠ

રૂ.30,000/- અને ત્રીજી વખત છકડો/ટ્રેકટર દીઠ રૂ.40,000/- તથા ડમ્પર દીઠ રૂ.1,00,000/-લેખે વહીવટી ચાર્જ વસુલ કરવામાં આવશે. તેમજ વાહન જપ્ત કરવા સુધીની કાર્યવાહી કરવામાં આવશે.

શહેરમાં વસતાં નાગરિકો દ્વારા ઉપરોક્ત Construction and Demolition Waste ના નિકાલ માટે રાજકોટ મહાનગરપાલિકા દ્વારા ઝોન વાઇઝ કામગીરી માટે Construction and Demolition Waste સેલની રચના કરવામાં આવેલ છે. શહેરના નાગરિકો રાજકોટ મહાનગરપાલિકાના કોલ સેન્ટર - 0269-2450099 પર ફોન કરી તેમની મિલકતનાં રીપેરીંગ કે કાટમાળનો નિકાલ નીચે મુજબનાં નિયત થયેલ ચાર્જીસ ભરપાઇ કરી નિકાલ કરવાની વ્યવસ્થાનો લાભ મેળવી શકશે.

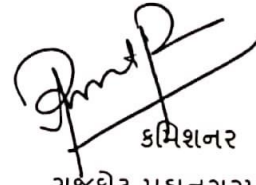
- રીક્ષા કે ૧/૨ ટ્રેકટર રૂ.300/-
- ટ્રેકટર જેટલો જથ્થો રૂ.400/-
- ટ્રક / ડમ્પર જેટલો જથ્થો રૂ.1,000/-

ઉપરોક્ત નિયત કરાયેલ સ્થળોએથી ખાનગી માલિકો, જુનો એકત્રિત થયેલ બાંધકામનો કાટમાળ પોતાના ઉપયોગ માટે સ્વખર્ચે ઉપાડી લઇ જઇ શકશે.

ઉક્ત જાહેરનામાનો ચુસ્તપણે અમલ કરવો.

રાજકોટ.

તા. 4/6/2022

  
કમિશનર  
રાજકોટ મહાનગરપાલિકા



સંખ્યા: અમલ ૨૦૦/૨૦૦૬/૪૨૯

શ્રી. ડી. સી. શર્મા  
૨૦૨૨-૧૩-૨૦૦૬  
ગાંધીનગર,  
૫/૨/૨૦૦૬

વિષય: કાર્યવાહી અંગે,  
આપના નામ અને મકાન વિષય  
પત્રાવલ

વિષય: કાર્યવાહી અંગે સુદી વસુલાત અંગે

સંદર્ભ: આપની કવેરી નં. ૩૦/૭/૨૦૦૬ નો પત્ર

ઉપરોક્ત વિષય અને સંદર્ભ પત્ર દ્વારા આપની કવેરી દ્વારા "કાર્યવાહી" પર  
સુદીના સ્ટેમ્પ સુદીના માર્ગદર્શન અમલે જણાવવાનું છે, અંગેની કવેરીના પરિપત્ર નં. ૩૦/૭/૨૦૦૬/૨૦૦૬ ના. ૫/૨/૨૦૦૬ ના પરિપત્ર ની તકમ પોકલવામાં આવે છે. તેના પરથી  
સંદર્ભ (સી)માં જણાવેલ સ્ટેમ્પ સુદી વાપરવાની વાચ્ય છે.

વિષયમાં જણાવવાનું છે, આપના દ્વારા અંગે રજૂ થયેલ વિગત અનુસાર અંગેની કવેરી  
નં. ૩૦/૭/૨૦૦૬ ના પરિપત્ર ના મુદ્દા નં. ૨ મુજબ એડીમેન્ટ માટે રૂ. ૧૦૦/- તથા ડિપોઝીટ તરીકે બેલામાં  
૨૦૦૦/- ના-વાઈડજ બેકની ફીક્લ ડીપોઝીટ તથા નાની બચત પત્રોની રૂ. ૫૦૦ (અઠી હજાર) રકમ રૂ.  
૨૦/૦૮/૨૦૦૬ - ઉપર આઈકલ - ૩૬ (૬) સાથે આઈકલ - ૨૦(૬)ના પ્રકાશન કરે તથા  
૨૦૦૬-૩ મુજબ અસવાજસહિત ૧૦૦ જે ૮.૯% મુજબ સ્ટેમ્પ સુદી ભરવાઈ જણાવવામાં આવેલાં  
કવેરીમાં જણાવવામાં આવે છે. જે વિગત દાખ.

સંદર્ભ: આપની કવેરી

DR. of the E. E. P.A.  
R&B No. 2, Gandhinagar  
૨૦૨૨  
AUG 2006

શ્રી. ડી. સી. શર્મા  
૨૦૨૨-૧૩-૨૦૦૬  
ગાંધીનગર,  
૫/૨/૨૦૦૬

૨૭-  
૬/૨/૦૬

સહાયક મુકામલો  
ગાંધીનગર,  
૫/૨/૨૦૦૬



નં. સ્ટેમ્પ-અનામ-૧૪-૨૦૦૭-૯૩૦

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

તા. ૧૫-૨-૦૭

પરિપત્ર:-

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

(૧) અનામતની જે રકમ રોકડ, ચેક યા ડ્રાફ્ટથી લેવામાં આવે અથવા તો બેંક ગેરંટીથી આપવામાં આવે તો કરારના લેખ ઉપર મુંબઈ સ્ટેમ્પ અધિનિયમ-૧૯૫૮ની અનુસુચિ-૧ ના આર્ટિકલ-૫ (ખ) મુજબ કરાર ઉપર રૂા. ૧૦૦/- સ્ટેમ્પ ડ્યુટી વાપરવાની થાય છે.

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

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

સુપ્રિ. ઓફ સ્ટેમ્પસની  
૧૩/૨/૦૭

સ્ટેમ્પ  
નગરપાલિકા સુપ્રિ.  
ક્ર. નં. ૧૧૫૭  
તા. ૧૩/૨/૦૭

- 23 -

સુપ્રિ. ઓફ સ્ટેમ્પસની  
૧૩/૨/૦૭



કો-ટ્રાક્ટરને વર્ક ઓર્ડર આપવામાં આવે તે સમયે કરારના આ ઉપર ઉક્ત વિગતે યોગ્ય સ્ટેમ્પ  
ડયુટી ભરવાઈ કરેલ છે. કેમ? તેની પ્રકાશથી કરવા પણ જાણવામાં આવે છે.



સચિવ સુપ્રિ. ઓફ સ્ટેમ્પ્સ  
ગુજરાત રાજ્ય સચિવાલય

પ્રતિ, શ્રી ગુલામ કાદર  
(સી) શીલા વિકાસ અધિકારી,  
શીલા વિકાસ અધિકારીની કચેરી

(સી) મુનીતા પલ કમિશ્નરશ્રી,  
મુ. કમિશ્નરશ્રીની કચેરી

(સી) ડૉક ઓફિસરશ્રી તમામ  
નગરપાલિકા કચેરી,  
... (સી) પાનેર ) ... શ્રી. કાશિકા ટે.

સચિવ સુપ્રિ. ઓફ સ્ટેમ્પ્સ  
ગુજરાત રાજ્ય સચિવાલય





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

## PARTY/VENDOR REGISTRATION FORM

VENDOR CODE	:	
Party Name	:	
Authorized Person	:	
PAN Card No.	:	
GST No.	:	
Address	:	
City	:	
Phone No.	:	
Mobile No.	:	
eMail ID	:	
Website	:	
Area Of Work	:	
Bank Details (attach copy of cancelled cheque)	:	
Bank Name	:	
Branch Name	:	
MICR Code	:	IFSC Code :
Account Type	:	
Account No.	:	

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

TO,  
CHIEF ACCOUNTANT,  
ACCOUNT DEPARTMENT,  
RAJKOT MUNICIPAL CORPORATION

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

SIGN  
NAME  
DESIGNATION  
DEPARTMENT NAME

રાજકોટ મહાનગરપાલિકા

હિસાબી શાખા

તારીખ ૦૮/૦૯/૨૦૧૮

જા. નં - ૧૬૧૭

પરિપત્ર :-


વિષય :- તા. ૦૧/૧૦/૨૦૧૮ થી જી.એસ.ટી. ટી.ડી.એસ. ની કપાત બાબત

સંદર્ભ :- (૧) GoI, MoF (Department of Revenue) Central Board Indirect Taxes and  
Customs Notification No. 50/2018-Central Tax

(૨) GoG, Finance Department Notification No. 50/2018-State Tax

ઉપરોક્ત વિષય અને સંદર્ભે ગુજરાત ગુડ્સ એન્ડ સર્વિસ ટેક્સ એક્ટ, ૨૦૧૭ તથા સેન્ટ્રલ ગુડ્સ એન્ડ સર્વિસ ટેક્સ એક્ટ, ૨૦૧૭ ની કલમ ૫૧ અનુસાર રૂ. ૨,૫૦,૦૦૦ થી વધુ રકમના વેરાપાત્ર સીજવસ્તુઓ ખરીદે કે વેરાપાત્ર સેવાઓ કોન્ટ્રાક્ટથી મેળવે તો કુલ ૨% (બે ટકા) ટેક્સ ડીડક્શન એટ સોર્સ (જી.એસ.ટી. ટી.ડી.એસ) કાપવાનો થાય છે.

આમ ઉપરોક્ત બાબતો ધ્યાને લઈ વધારાની રકમ ની વધારાની નિયમો અનુસાર બિલમાંથી તા. ૦૧/૧૦/૨૦૧૮ થી જી.એસ.ટી. ટી.ડી.એસ. ની કપાત કરવાની થાય છે.

  
નાયબ કમિશ્નર

રાજકોટ મહાનગરપાલિકા

બિડાણ :- GST FAQ's

નકલ સવિનય જાણ અર્થે:-

(૧) માન. કમિશ્નર સાર્હેબશ્રી

(૨) માન. નાયબ કમિશ્નર સાર્હેબશ્રી. (વે.ઝોન. ઈ.ઝોન)

નકલ અમલવારી અર્થે:-

(૧) તમામ શાખા અધિકારીશ્રી



સા.મ.ન.પા.લી.ગલ.જા.ન. ૧૬૭૧  
૨૧/૧૨/૧૬

સા.મ.ન.પા.લી.ગલ.જા.ન. ૧૬૭૧

રાજકોટ મહાનગરપાલિકા  
લીંગલ મુખ્ય  
તા. ૨૧/૧૨/૨૦૧૬

પરિપત્ર :

વિષય : ઇ.પી.એફ. યોજના અંતર્ગત આપવાની થતી માહિતી

રાજકોટ મહાનગરપાલિકાની જુદી-જુદી શાખાઓમાં કરના વજાવતા કર્મચારી કે કર્મચારીને ઇ.પી.એફ. યોજના લાગુ પડે છે. અથવા તે જેઓને એક વખત આ યોજના લાગુ પડી ગયેલ હોય, તેઓના ઇ.પી.એફ. એકાઉન્ટમાં કે.વાય.સી. (K.V.C) ફોર્મમાં આધાર કાર્ડ, પાનકાર્ડ, લેક એકાઉન્ટની વિગતો જવા મોકલાઇલ જાનર અપડેટ કરવાના બાકી હોય તેનું લીસ્ટ ઇ.પી.એફ. કચેરીમાં જે કર્મચારી/એકાઉન્ટ ડોલરની જરૂરી વિગતો પુરી પાડવામાં આવેલે ન હોય તે સત્વરે પુરી પાડવાની થાય છે. તથા અરેથી આ કાર્યકરોની સંકલન ગણી નિયુક્ત કરવામાં આવેલ પેનલ એડવોકેટ તરફથી ઇ-મેઇલ મારફતે યાદી પુરી પાડવા છે. જે આ ગણી સામેલ છે. સદરફું લીસ્ટના કર્મચારીઓની વિગત સંબંધિત શાખાએ દિન-૨ માં પેનલ એડવોકેટ અમલ કન્સલ્ટન્ટ ને અચુકપણે પહોંચતી કરવાની થાય છે.

આ ઉપરાંત રાજકોટ મહાનગરપાલિકાની જુદી-જુદી શાખાઓ વાસ સને ૨૦૧૧ થી આરટીઆર સુધી કોન્ટ્રાક્ટરો મારફતે કાર્ય કરાવેલ હોય જેમાં માતાવશસ્તો ઉપલબ્ધ થયો હોય તે લખાવેલ કોન્ટ્રાક્ટ ઇ.પી.એફ. એક્ટ તથા ઇ.એસ.આઇ. એક્ટ હેઠળ રજીસ્ટ્રેશન કરાવેલ છે કે કેમ તેની ખરેખર બાક જ સંબંધિત કોન્ટ્રાક્ટરશ્રીઓના બીલ પાસ કરવા અગાઉ સુચના આપવામાં આવેલ હતી. જેના કારણે ૨૦૧૬ સુધીના સુચના આપવામાં આવે છે. સંબંધિત કોન્ટ્રાક્ટરોની તથા તેઓ કરના કર્મચારીની ઇ.પી.એફ. યોજના તરફથી આવેલ પત્રમાં દર્શાવેલ વિગતો તાત્કાલિક અસરથી પેનલ એડવોકેટશ્રીને દિન-૨ માં પહોંચતી કરવા તેમજ શાખાધિકારીને સુચિત કરવામાં આવે છે.

રાજકોટ મહાનગરપાલિકા  
હિલાબી શાખા  
ડાયરક્ટ નં. ૩૩૨  
તારીખ ૨૧/૧૨/૧૬



સ.મ.ન.પા./લીગલ/જા.નં. ૧૯/૧૯

રાજકોટ મહાનગરપાલિકા

લીગલ શાખા

તા.૧૧/૨/૨૦૧૭

ક્રમ:

વંચાણે : લીગલ ફાઇલ નં.૩૭૧/૨૦૧૬-૧૭

રાજકોટ મહાનગરપાલિકાની કામગીરી માટે જુદી-જુદી શાખાઓ દ્વારા કામગીરીના પ્રકારને આધારે લઈ નિયમ અનુસારની પ્રક્રિયા અનુસારીને એજન્સી/સપ્લાયર/કોન્ટ્રાક્ટર સાથે જોગવાઈઓ સંબંધિત કરાર કરવામાં આવે છે. મહાનગરપાલિકાની કામગીરી સંદર્ભે તૈયાર કરવામાં આવતા ટેન્ડર/કરારનામામાં લખાતી લખાતી જરૂરીયાતને આધારે લઈ આર્બિટ્રેશન (Arbitration) ની જોગવાઈઓનો સમાવેશ કરવામાં આવેલ છે.

રાજકોટ મહાનગરપાલિકાની કામગીરી માટે કરવામાં આવેલ કરારનામાની શરતો અનુસારને અમુક એજન્સી/સપ્લાયર/કોન્ટ્રાક્ટર દ્વારા છેલ્લા કેટલાક વર્ષોથી નામદાર લાઇકોટ સમક્ષ આર્બિટ્રેટરશ્રીની નિયુક્તિ અંગે પીટીશનો કરવામાં આવે છે, જેના કારણે મહાનગરપાલિકાની કામગીરીના ભારણમાં વધારો થયેલ છે. અને સંબંધિત અધિકારીશ્રીઓને વારંવાર અમદાવાદ ખાતે હાજર રહેવું પડતું હોય તેના કારણે અગત્યના પ્રોજેક્ટો સહીત કચેરીની કામગીરી તેમજ પ્રજાકીય કામો ઉપર વિપરીત અસર થવા પામેલ છે, તેમજ અરજદારોને હેરાન થવું પડે છે. આ અંગે કાયદાકીય, શાખાના અભિપ્રાય અને પ્રકરણની વિગતો જોતા આ કામે લેકલ્વિક ઉપાય (allotment remedy) ઉપલબ્ધ હોય મહાનગરપાલિકાના ટેન્ડર/કરારનામામાં આર્બિટ્રેશનની જોગવાઈઓને સામેલ કરવાનું ઉચિત જણાતું નથી.

આથી " રાજકોટ મહાનગરપાલિકાના કામે કરવામાં આવતા ટેન્ડર ડોક્યુમેન્ટ અને કરારનામામાં આર્બિટ્રેશન (Arbitration) ને લગત જોગવાઈઓ દુર કરવાનો." અને તેના બદલે "ટેન્ડરની શરત/કરારનામાની શરતના અર્થઘટન સંદર્ભે મહાનગરપાલિકાના કમિશનરશ્રીનો નિર્ણય આપરી અને બંધનકર્તા રહેશે." અને "ટેન્ડરની/કરારનામાની શરતો અંગે કોઈ પણ બાબતે વિવાદ ઉપસ્થિત થયે રાજકોટની દિવાની અદાલતની હકુમત રહેશે." તેવી શરતોનો મહાનગરપાલિકાના કામ અર્થે તૈયાર કરવામાં આવતા તમામ કામગીરીના પરિપત્રો/ટેન્ડર ડોક્યુમેન્ટ તેમજ કરારનામામાં સમાવેશ કરવાનો આથી હુકમ કરવામાં આવે છે.

આ હુકમનો અગલ તાત્કાલિક અસરથી ચુસ્તપણે કરવો.

કમિશનર

રાજકોટ મહાનગરપાલિકા

નકલ રવાના જાણ અર્થે : નાયબ કમિશનરશ્રી (તમામ)

નકલ રવાના જરૂરી કાર્યવાહી અર્થે : તમામ શાખાધિકારીશ્રીઓ