

RAJKOT MUNICIPAL CORPORATION

WATER WORKS BRANCH

e-Tender No: RMC: WW/WZ/E&M/2019-20

: Name of Work:

SITC of 750 KVA DG Set for Nyari -1 Dam Site

VOLUME-I

TECHNICAL BID

Milestone for e-tendering is as under		
1.	Tender Fee	₹ 3000/-
2.	Earnest Money Deposit	₹ 58800/-
3.	Downloading of e-Tender documents	Dt.:24/03/2020 to Dt.:15/04/2020 up to 18:00 hrs.
4.	Pre-bid meeting.	Bidders shall have to post their queries if any on e-mails kskharadi@rmc.gov.in on or before Dt. 03/04/2020 up to 18:00 hrs.
5.	Online submission of e - Tender	Dt.:15/04/2020 up to 18:00 hrs.
6.	Submission of EMD, Tender fee and other required documents as per financial criteria by Reg. A.D. or Speed Post.	Dt.:15/04/2020 to Dt.:18/04/2020 up to 18:00 hrs.
7.	Verification of submitted documents (EMD, e - Tender fee, etc.)	Dt.:20/04/2020 at 10:30 hrs. onwards
8.	Opening of online Tech Bid (If possible)	Dt.:20/04/2020 at 10:30 hrs. onwards
9.	Opening of Price Bid (If possible)	Dt.:23/04/2020 at 10:30 hrs. onwards
10.	Bid Validity	180 days

For further details, visit us at "www.nprocure.com " or "www.rmc.gov.in"

Add. City Engineer
Water Works Branch
Rajkot Municipal Corporation
M: 9624066990

RAJKOT MUNICIPAL CORPORATION
Water Works Branch

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RAJKOT MUNICIPAL CORPORATION
Water Works Branch

e-TENDER NOTICE

E-tenders are invited with two bid system by Rajkot Municipal Corporation for below mentioned work from reputed and financial sound Manufacturer, Experienced contractor, working with any Govt. of Semi-Govt. organization.

Sr. No.	Name of Work	Estimated Cost in Rs.	EMD @ 1% in Rs.	Tender Fee in Rs. (Non refundable)
1.	SITC of 750 KVA DG Set for Nyari -1 Dam Site	58,76,830/-	58,800/-	3000/-

Milestone for e-tendering is as under		
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9.	Opening of Price Bid (If possible)	Dt.:23/04/2020 at 10:30 hrs. onwards
10.	Bid Validity	180 days
For further details, visit us at "www.nprocure.com " or "www.rmc.gov.in"		

Pre-Qualification Criteria:

Bidder should be DG Set Engine/Alternator Manufacturer or DG Set assembler or Experience contractor who have to produce fresh certificate of authorization for this work..

A) GST Number / PAN Number should be provided.

B) Financial Criteria:

1. An average annual turnover of last seven financial years (i.e. 2018-19 to 2012-13) should not be less than 50 % of the tender amount(i.e.:29.39 lakh).
2. Working capital should not be less than 25 % of estimated cost(i.e.:14.70 lakh). A Bank certificate to be submitted of any Nationalized Bank or CA certificate.
3. Amount of Solvency Rs.12 lakh. A letter from Any nationalized or scheduled bank.
4. Available bid capacity : ABC must be more than tender amount.

ABC is calculated as $ABC = 2 * A * N - B$

A = max. 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 work in progress.

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

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

C) Experience Criteria:

Should have one work experience of similar nature work of 50% of tender amount or two work of similar nature of 40 % of tender amount in last Seven financial years with any Govt or semi-Govt Organization in a single work order for similar nature of work.

- Enhance factor as per R.M.C. Commissioner's circular for last seven years will be applicable to finalize the magnitude (value) of work done in last seven years. I.E.(2018-2019,2017-18 ,2016-17, 2015-16, 2014-15, 2013-12, 2012-13)
- DG Set assembler (i.e.-Supernova, Sudhir, etc.) must have authorized certificate of Engine /Alternator Manufacturer as per approved vender list.
- Experience contractor who have Authorization of DG Set assembler (authorized by Engine/Alternator Manufacturer as per approved vender list), must submit fresh authorization certificate for this work.
- Experience certificate of competent authorities required to be submitted. only 3 (A) CERTIFICATE will be considered as experience certificate.
- The agency should not be Black Listed/Debar/Terminated anywhere in India, for which, agency will have to submit fresh Notarized Affidavit on Rs.300/- on judicial stamp paper.

- Registration certificate as Electrical contractor.
- The agency should be registered with either government or semi-government or corporation in appropriate category ("D" and above, class registration)

All above criteria must be fulfilled by the Agency & its copy of supporting documents certified by Gazetted officer/self attested must be submitted with tech bid documents in physical. Failing which bid evaluation committee will consider the bid as non-responsive & treated as cancelled & price bid of such agency will not be opened. The Technical Bid should be downloaded on a white plain A4 size paper, duly filled and every page should be signed and sealed and should be submitted along with the qualification documents.

The physical submission must be accompanied by a bid security of Rs.58800/- as well as e-tender fee (non-refundable) of amount of Rs.3000/- in terms of Demand draft in favor of Municipal Commissioner, Rajkot Municipal Corporation, Rajkot, from any Nationalized Bank or Scheduled Bank in India and must be delivered in specific time period as per mile stone date. The bid security and e-tender fee as well as all other required documents must be included with the physical submission on address below by Speed Post / Registered A.D. only:

Dy. Executive Engineer (Ele./Mech.)
 Room No.-12, Water Works Branch,
 Ele.-Mech. Division, West Zone Office,
 Shri Harisinhji Gohil Bhavan,
 B/H. Big Bazaar, 150' Ring Road,
 Rajkot Municipal Corporation,
 Rajkot- 360 005.

Terms & Conditions:

1. Tenderer has to submit tender(Price Bid) online at www.rmc.nprocure.com
2. Conditional tender are liable to be rejected.
3. No joint venture is permitted.
4. Price bid will open only those Agency, who qualify in Tech Bid.
5. Agency, whose rates are accepted, shall have to pay security deposit @5% of contract value or tender amount which will be higher and enter in to agreement as per rules of Rajkot Municipal Corporation.
6. Commissioner's following circulars to be submitted with self attested copy:
 - 1) RMC/C/329, Dt.22/12/2012
 - 2) RMC/GAD/Outward No.385, Dt.27/02/2013
 - 3) RMC/C/132, Dt.10/06/2013
 - 4) RMC/GAD/Inward No.548, Dt.05/05/2014
 - 5) RMC/Legal/Outward No.-1858, dated 18.02.17.
 - 6) Finance Department, GR NO.-EMD/10/2019/50/DMO, Dt.01/11/2019
7. Bidder shall have to submit tender documents i.e. technical bid and price bid with self attested each pages along with physical submission of tender documents.

8. The bidder(s) submitting the tender shall also have to submit the copy of ESIC & EPF Registration document along with the other documents in given time limit, duly self attested. Failing which the tender of such bid will not be opened.
9. The Jurisdiction will be Rajkot City only.
10. Commissioner, Rajkot Municipal Corporation, Rajkot reserves the right to reject any or all tender(s) without assigning any reason thereof.

**Add. City Engineer
Water works Branch
Rajkot Municipal Corporation**

TENDER DECLARATION FORM

To,
Add. City Engineer (Water Works),
Rajkot Municipal Corporation,
Rajkot.

Name of Work: SITC of 750 KVA DG Set for Nyari-1 Dam Site.

Dear Sir,

I/We the undersigned have carefully gone through and clearly understood the Tender documents comprising Notice Inviting Tender, Articles of Agreement, Scope of work, Definition of Terms, Instructions to Tenderer, Conditions of Contract, Special Conditions of Contract, Appendixes, Specifications, Schedule of Quantities and Drawings furnished by RAJKOT MUNICIPAL CORPORATION, RAJKOT. I/We have satisfied myself / ourselves as to the location of site, the existing condition of structure and examined drawings.

I/We do hereby offer to execute and complete the whole of the work within the time specified all in accordance with the specifications, designs, drawings and instructions in writing referred to in the said documents and with such materials as are provided for at the respective rates which I/We have quoted in the Schedule of Quantities, or at such other rates as may be fixed under the provisions of these conditions, as turnkey basis including supplying, design, drawings and testing etc.

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

I/We understand that if I/We shall enter in agreement within ten days from the date of receipt of Letter of Acceptance, you will forfeit the Earnest Money paid by me/us and take necessary action as deemed fit.

CONTRACTOR

Competent Authority

I/We have enclosed a Draft as an "Earnest Money Deposit" for the sum of Rs.58800/- the full value of which is to be absolutely forfeited to the Employer should I/We fail to commence the works specified. Otherwise the said sum shall be retained, by the Employer, as on account of such Security Deposit as provided for in the aforesaid documents.

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

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

I/We understand that all the pages of the Tender documents are to be signed by me / us.

I/We shall refer all disputes arising out of or relating to the agreement, final decision of Municipal Commissioner bound to me.

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

Date:

Yours faithfully,

Signature of the Contractor.

Address: _____

_____.

CONTRACTOR

Add. City Engineer (W.W.)
Rajkot Municipal Corporation

**RAJKOT MUNICIPAL CORPORATION
Water Works Branch**

:: Tender Bond Letter ::

I/ We _____ undersigned and sealed,
(address of tenderer)

To,
The Commissioner,
Rajkot Municipal Corporation,
Rajkot.

Sub: SITC of 750 KVA DG Set for Nyari-1 Dam Site.

Dear Sirs,

I / We hereby offer to supply the items listed in tender schedule.

Our quotations are shown in price schedule. We will supply the designated items and complete the contract work at the firm price quoted in full compliance with all terms condition mentioned in the tender documents.

Very Truly Yours,

Signature and seal of contractor.

Date:

Place:

RAJKOT MUNICIPAL CORPORATION
Water Works Branch

Information to the Tenderer

Name of Work :	SITC of 750 KVA DG Set for Nyari-1 Dam Site.
Estimated Cost (Rs)	Rs.58,76,830/- (Rupees Fifty Eight lakhs Seventy Six Thousand Eight Hundred Thirty Only)
EMD : (Rs)	Rs.58,800/- (Rupees Fifty Eight Thousands Eight Hundred Only)
Tender fees : (Rs) (Non refundable)	Rs.3000/- (Rupees Three Thousands Only)
Time limit for completion of work	180 Days
Tender Validity period	180 days (One hundred eighty Days)
Period of liability for defect	24 months after issuance of the completion certificate after satisfactory commissioning and trial run.
Compensation for delay	0.1 percent of the contract price per day subject to a maximum up to ten percent of the contract price or as decided by the Municipal Commissioner, Rajkot.
Amount of Retention money	5% of contract price
Address for submission of EMD, Tender fees, documents and hard copy of duly filled tender.	Dy. Executive Engineer (Ele./Mech.) Room No.-12, Water Works Branch, Ele.-Mech. Division, West Zone Office, Shri Harisinhji Gohil Bhavan, B/H. Big Bazaar, 150' Ring Road, Rajkot Municipal Corporation, Rajkot- 360 005.

Add. City Engineer
Water works Branch
Rajkot Municipal Corporation

RAJKOT MUNICIPAL CORPORATION
Water Works Branch

CHECK LIST

1. The details of Demand Draft for e-Tender fee and EMD shall have to be mentioned online in the given format. The rates are also to be quoted online only in the given Price Bid.

Subsequently, DD for e-Tender fee and EMD are to be submitted physically along with required supporting documents, Technical Bid duly signed on each page, Registration etc., within the stipulated date and time either by Speed Post or Registered A.D. Also, the agency shall have to submit Municipal Commissioner's Order, Circular and Police Commissioner's Notification attached with the tender, duly signed.

The above documents shall have to be submitted in properly sealed envelope addressed to the competent authority, duly super scribed the name of the project on the envelope.

2. Tenderers to note last date and time of submission of e-Tender.
3. Tender security Bond for Earnest Money Deposit shall be submitted as per article IT-07 (Earnest Money Deposit).
4. Variation to specifications, if any, makes the tender liable to be rejected.
5. Information regarding Capability etc as per Clause No.IT-12 (General Performance Data to be given in Appendix-I & II for pre qualification) shall have to be submitted.
6. The tender shall be filled completely in every respect and signed in ink wherever required before submission.
7. The agency should not be Black Listed/Debar/Terminated anywhere in India, for which, agency will have to submit fresh Notarized Affidavit.
8. The bidder(s) submitting the tender shall also have to submit the copy of ESIC & EPF Registration document duly self attested.

RAJKOT MUNICIPAL CORPORATION
Water Works Branch

QUALIFICATIONS OF TENDERER

1. Tenderer who fulfills the post qualification criteria shown in the tender documents for work as per the rules and regulations of Rajkot Municipal Corporation, their price bid only will be opened considered for bid evaluation.
2. The tenderer shall submit only one tender for the work put to tender under this contract.

DISQUALIFICATION:

A) Tender shall be disqualified and will not be taken for consideration if :--

1. The envelop does not show on the outside the reference of bid, and due to that if it gets opened before due date of opening.
2. The EMD is not deposited in full and in the specified manner.
3. The tender documents are not signed by authorized person.
4. The general performance data for qualification is not submitted fully.
5. Tenderer does not agree any terms and condition of tender.
6. Incomplete tender submitted.

B) Tender may further be disqualified if :--

1. Price variation is proposed by tenderer on any principle other than those provided in the tender documents.
2. Completion schedule offered is not consistent with the completion schedule defined and specified in tender documents.
3. The validity of tender is less than that mentioned in tender validity period.
4. Any of the page/pages of tender is/are removed or replaced or not filled.
5. Any condition which affect the cost of tender.
6. After opening of tender bid to final evaluation, if any agency will try to pressurize the evaluation committee through any means, the offer of such bidder will found non responsive and that party will not entitled for participate any tender of Rajkot Municipal Corporation.

C) Only those bidders, who qualifies in Tech bid, will be informed for opening of Price bid.

RAJKOT MUNICIPAL CORPORATION
Water Works Branch

FORMATS

APPENDIX - I

FINANCIAL INFORMATION

Annual Turnover in Rs. Lakhs			
Year	Engineering Projects	Other Projects	Total
1	2	3	4
2012-13			
2013-14			
2014-15			
2015-16			
2016-17			
2017-18			
2018-19			

Note:-

Bidder to furnish certified copies of audited account.

Signing with CA certificate

APPENDIX – II

**EXPERIENCE AS MAIN CONTRACTOR
(Information on Management of Risks)**

Project Details including title and location	Contract Cost (Rs. in Lakhs)	Contract period (Start date - End date)	Actual cost at the end of contract (Rs. In Lacs)	Actual Contract period (start date - End date)	Name, Address, Phone and Fax No. of the Owner's representative who could be contacted.

Signature of Contractor

General Information

All individual firms and each partner of a consortium applying for qualification are requested to complete the information in this form.

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

Signature of Contractor

RAJKOT MUNICIPAL CORPORATION
Water Works Branch

INSTRUCTIONS TO TENDERER

IT 1. GENERAL

The contract documents may be secured in accordance with the Notice Inviting E-TENDER for the work called. The work shall include supply installation at site, testing and commissioning necessary, to complete the job satisfactorily.

IT 2. INVITATION TO E-TENDER

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

IT 3. LANGUAGE OF e-TENDER

E-TENDERS shall be submitted in English, and all information in the e-Tender 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 e-Tender liable to rejection.

IT 4. QUALIFICATIONS OF TENDERERS

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

IT 5. e-TENDER DOCUMENTS

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

IT 6. EXAMINATION BY TENDERERS

- A. At this own expense and prior to submitting his e-Tender, each Tenderer shall (a) examine the Contract Documents, (b) visit the site and determine local conditions which may affect the work including the prevailing wages and other pertinent cost factors, (c) familiarize, himself with all central, state and local laws, ordinance, rules regulations and codes affecting the material supply including the cost of permits and licenses required for the work and (d) correlate his observations, investigations, and determinations with the requirements of the e-TENDER Documents, site & subsoil investigation.

B. The e-Tender is invited on **Percentage Rate** and contractor shall have to quote his **Percentage** in **Price Schedule (Online Only)**. The works shall have to be completed in all respect as stated in the e-Tender document to the satisfaction of the Corporation.

C. The Contract Documents comprises as under:

e-TENDER Document:

Volume-I (Technical bid)

1. e-Tender Notice.
2. Tender declaration form.
3. Tender Bond Letter.
4. Information to the Tenderer.
5. Check list.
6. Qualification of Tenderer.
7. Formats.
8. Instruction to Tenderer.
9. General conditions of contract.
10. Technical specifications.
11. Approved Vender List.

Volume-II (Price bid)

- a. Preamble to Price schedule
- b. Price Schedule

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

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

IT 7. EARNEST MONEY DEPOSIT:

- A. Each Tenderer must submit a receipt of deposit as Tender guarantee towards **Earnest money** amounting to **Rs. 58,800/-** in the form of crossed Demand Draft in favor of "Rajkot Municipal Corporation", from any Scheduled bank in India acceptable to owner payable at Rajkot. The Tender Bond shall be valid for a period of not less than 180 days from the date the e-Tenders are opened and shall comply with the requirements for Bond as stipulated in the General conditions of contract. The Tender guarantee bond will be held by the owner as a guarantee that the Tenderer, if awarded the contract, will enter into the contract agreement in good faith and furnish the required bonds. Any e-Tender not accompanied by a Tender guarantee in the form of earnest money deposited for the sum stipulated in the e-Tender Document will be summarily rejected.
- B. The Earnest Money Deposit will be refunded to the unsuccessful Tenderer after an award has been finalized.
- C. The Earnest Money Deposit (Tender Guarantee) will be forfeited in the event, the successful Tenderer fails to accept the contract and fails to submit the "Performance Guarantee Bonds to the Owner as stipulated in this e-Tender document within ten days. (10) Days after receipt of notice of award of contract.
- D. The Earnest Money Deposit of the successful Tenderer shall be returned after the performance guarantee bond, as required, is furnished by the contractor.
- E. No interest shall be paid by the owner on any e-Tender guarantee.

IT 8. PREPARATION OF E-TENDER DOCUMENTS

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

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

IT 9. SUBMISSION OF E-TENDER DOCUMENTS

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

- A. Volume containing following documents:
 - I. E-TENDER security bond. (Earnest Money Deposit)
 - II. E-TENDER Fee. (Non-Refundable)
 - III. Certificates as registered contractor with either government or semi-government or corporation in appropriate category.
 - IV. Registration certificate as Electrical contractor.
 - V. Tenderer's financial capability and standing over at least past seven years. Turnover & Working capital Certificate to be submitted of any Nationalized Bank or CA certificate.
 - VI. Solvency Certificate of any nationalized or scheduled bank.
 - VII. Tenderer's experience in the field relevant to this contract (3-A certificate).
 - VIII. Authorization certificate of approved manufacturer.
 - IX. Fresh Original affidavit for not Black Listed/Debar/Terminated.
 - X. The bidder(s) have to submit the copy of ESIC & EPF Registration document along with the other documents in given time limit, duly self attested.
 - XI. Bidder shall have to submit tender documents i.e. technical bid and price bid with self attested each pages along with physical submission of tender documents.

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

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

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

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

IT 10 TENDER VALIDITY PERIOD

The validity period of the e-Tender submitted for this work shall be of One Eighty (180) calendar days from the date of opening of the e-Tender(Technical Bid) and that the Tenderer shall not be allowed to withdraw or modify the e-Tender offer on his own during the validity period. The Tenderer will not be allowed to withdraw the e-Tender or make any modifications or additions in the terms and conditions on his own e-Tender. If this is done then the owner shall, without prejudice to any other right or remedy, be at liberty to reject the e-Tender and forfeit the earnest money deposit in full.

IT 11 GENERAL PERFORMANCE DATA

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

IT 12 SIGNING OF E-TENDER DOCUMENTS

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

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

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

JOINT VENTURE IS NOT PERMITTED.

IT 13 WITHDRAWAL OF TENDERS

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

IT 14 INTERPRETATIONS OF E-TENDER DOCUMENTS

Tenderers shall carefully examine the E-TENDER Document and fully inform themselves as to all the conditions and matters which may in any way affect the work or the cost thereof. If a Tenderer finds discrepancies, or omission from the specifications or other documents or should be in doubt as to their meaning, he should at once address query to the Add. City Engineer, R.M.C. The result of interpretation of the E-TENDER will be issued to all Tenderers as addendum.

IT 15 ERRORS AND DISCREPANCIES IN E-TENDERS

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

IT 16 MODIFICATION OF DOCUMENTS

Modification of specifications and extension of the closing date of the e-Tender, if required will be made by an addendum. Each addendum will be made available online to all Tenderers. These shall form a part of e-Tender. The Tenderer shall not add to or amend the

text of any of the documents except in so far as may be necessary to comply with any addendum.

ADDENDA

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

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

IT 17. TAX AND DUTIES ON MATERIALS

All charge on account of GST 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. The contractor shall have to quote their rates including GST and other taxes and the Invoice is to be submitted accordingly, failing which such amount will be deducted from the bill of the agency and deposited accordingly.

IT 18 EVALUATION OF E-TENDERS

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

IT 19 TIME REQUIRED FOR COMPLETION

The completion period mentioned in this schedule is to be reckoned from the date of notice to proceed / work order. Total completion period is **180 Days** from the date of issue of notice to proceed and contractor should adhere to this completion time.

IT 20 POLICY FOR TENDER UNDER CONSIDERATION

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

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

IT 21 PRICES AND PAYMENTS

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

IT 22 PAYMENT TERMS

The terms of payment are defined in the General Conditions of Contract and Technical specifications. The Corporation shall not under any circumstances relax these terms of

payment and will not consider any alternative payment terms. Tenderers should therefore in their own interest note this provision to avoid rejection of their e-Tenders.

IT 23 AWARD

Award of the contract or the rejection of E-TENDERS will be made during the Tender validity period. A separate Price Schedule is given.

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

IT 24 SIGNING OF CONTRACT

The successful Tenderer shall be required to execute the contract agreement within 10 days of receipt of intimation to execute the contract, failing which the Corporation will be entitled annul to 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 e-Tender documents).

IT 25 DISQUALIFICATION

A. e-Tender shall be disqualified and will not be taken for consideration if,

- (a) The Tender Security Deposit is not deposited in full and in the manner as specified as per Article IT-7 i.e. Earnest Money Deposit.
- (b) The e-Tender is in a language other than English or does not contain its English Translation in case of other language adopted for e-Tender preparation.
- (c) The e-Tender documents are not signed by an authorized person (as per Article IT-12 i.e. signing of e-Tender documents).
- (d) The general performance data for qualification is not submitted fully (as per Article IT-11 i.e. General performance Data).
- (e) Tenderer does not agree to payment terms defined as per Article IT-22 i.e. payment terms.

B. e-Tender may further be disqualified if,

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

IT 26 PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

As a contract security the Tenderer to whom the award is made shall furnish a performance guarantee (Security deposit) for the amount of **5%** of the contract price or Tender value whichever is higher to guarantee the faithful performance, completion and maintenance of

the works of the contract in accordance with all conditions and terms specified herein and to the satisfaction of the Engineer-in-charge and ensuring the discharge of all obligations arising from the execution of contract in the forms mentioned below:

A Fixed Deposit Receipt in form of FDR or Bank Guaranty as per Gujarat Government Resolution No.: EMD/10/2019/50/DMO, Date: 01/11/2019, in favor of the **Rajkot Municipal Corporation, Rajkot.**

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 or Tender value whichever is higher within ten days and the balance **2.5%** to be recovered in installments through deduction @ the rate of 5% from the running account bills.

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

IT 27 STAMP DUTY

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

IT 28 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 Tenderer in such cases, may at his option freely use only other product, provided that it ensures an equal or higher quality than the standard mentioned and meets Corporation approval.

IT 29 NON TRANSFERABLE

E-TENDER documents are not transferable.

IT 30 COST OF e-TENDERING

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

IT 31 EFFECT OF e-TENDER

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

IT 32 CHANGE IN QUANTITY

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

IT 33 NEW EQUIPMENT AND MATERIAL

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

IT 34 RIGHTS RESERVED

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

IT 35 ADDITIONAL RIGHTS RESERVED

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

IT 36 MOBILIZATION ADVANCE

No mobilization advance or advance on machinery will be given.

IT 37 CONDITIONAL e-TENDERS

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

IT 38 1% CESS & REGISTRATION: (If Applicable)

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

IT 39 PROFESSIONAL TAXES

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.

Signature of contractor

RAJKOT MUNICIPAL CORPORATION
Water Works Branch

GENERAL CONDITIONS OF CONTRACT

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GC-01**DEFINITIONS AND INTERPRETATIONS:**

- 1.0 In the contract (as hereinafter defined) the following words and expressions shall, unless repugnant to the subject or context thereof, have the following means assigned to them.
- 1.1 The "Owner / Corporation" shall mean Rajkot Municipal Corporation and shall include its Municipal Commissioner or other Officers authorized by the Corporation and also include owner's successors and assignees.
- 1.2 The "Contractor" shall mean the person or the persons, firm or Company whose e-Tender has been accepted by the Owner and includes the Contractors legal representative, his successors and permitted assigned.
- 1.3 The "Engineer-In-Charge" shall mean the person designated as such by the owner from time to time and shall include those who are expressly authorized by the Corporation to act for and on its behalf for all functions pertaining to the operation of this contract.
- 1.4 Engineer-In-Charge's Representative shall mean any resident Engineer or Assistant to the Engineer-In-Charge appointed from time to time by the owner to perform duties set forth in the E-TENDER Document whose authority shall be notified in writing to the Contractor by the Engineer-In-Charge.
- 1.5 "E-TENDER" – the offer or proposal of the Tenderer submitted in the prescribed form setting for the prices for the work to be performed, and the details thereof.
- 1.6 "Contract Price" shall mean total money payable to the Contractor under the contract.
- 1.7 "Addenda" shall mean the written or graphic notices issued prior to submission of e-Tender which modify or interpret the contract documents.
- 1.8 "Contract Time" – the time specified for the completion of work.
- 1.9 "Contract" shall mean agreement between the parties for the execution of works including therein all contract documents.
- 1.10 "Contract Document" shall mean collectively the e-Tender documents, designs, drawings, specifications, agreed variations, if any and such other documents constituting the e-Tender and acceptance thereof.
- 1.11 "The Sub-Contractor" shall mean any person, firm or company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the written consent of the Engineer-In-Charge and the legal representative successors and permitted assignee of such person, firm or company.
- 1.12 The "Specifications" shall mean all directions, the various Technical Specifications, provisions and requirements attached to the contract which pertains to the method and manner of performing the work, to the quantities and qualities of the work and the materials to be furnished under the contract for the work and any order(s) or instruction(s) there under. It shall also mean the latest Indian Standard Institute Specification relative to the particular work or part thereof, so far as they are not contrary to the E-TENDER specifications and in absence of any other Country applied in Indian as a matter of standard engineering practice and approved in writing by the Engineer-In-Charge with or without modification.

- 1.13 The "Drawings" shall include maps, plans, tracings, or prints thereof with any modification approved in writing by the Engineer-In-Charge and as such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-In-Charge in connection with the work.
- 1.14 The "Work" shall mean the works to be executed in accordance with the contract or the part thereof as the case may be and shall include extra, additional, altered or substituted works as required for the purpose of the contract. It shall mean the totality of the work by expression or implication envisaged in the contract and shall include all materials, equipment and labour required for or relative or incidental to or in connection with the commencement, performance and completion of any work and / or incorporation in the work.
- 1.15 The "Permanent Work" shall mean works which will be incorporated in and form part of the work to be handed over to the owner by the Contractor on completion of the contract.
- 1.16 The "Temporary Work" shall mean all temporary works of every kind required in or about the execution, completion and maintenance of the work.
- 1.17 "Site" shall mean the land and other places, on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the Corporation for the purpose of the contract together with any other places designated in the contract as forming part of the site.
- 1.18 "Notice in writing or written Notice" shall mean a notice written, typed or in printed form delivered personally or sent by Registered Post to the last known private or business address or Registered Office of the Contractor and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.19 The "Alteration / variation order" shall mean an order given in writing by the Engineer-In-Charge to effect additions or deletions from or alterations in the work.
- 1.20 "Final Test Certificate" shall mean the final test certificate issued by the owner within the provisions of the contract.
- 1.21 The "Completion Certificate" shall mean the certificate to be issued by the Engineer-In-Charge when the work has been completed and tested to his satisfaction.
- 1.22 The "Final Certificate" shall mean the final certificate issued by the Engineer-In-Charge after the period of defects liability is over and the work is finally accepted by the owner.
- 1.23 "Defects Liability Period" shall mean the specified period between the issue of Completion Certificate and the issue of final certificate during which the Contractor is responsible for rectifying all defects that may appear in the works.
- 1.24 "Approved" shall mean approved in writing including subsequent confirmation in writing of previous verbal approval and "Approval" means approved in writing including as aforesaid.
- 1.25 "Letter of Acceptance" shall mean intimation by a letter to Tenderer that his e-Tender has been accepted in accordance with the provisions contained therein.

- 1.26 "Order" and "Instructions" shall respectively mean any written order or instruction given by the Engineer-In-Charge within the scope of his powers in terms of the contract.
- 1.27 "Running Account Bill" shall mean a bill for the payment of "On Account" money to the Contractor during the progress of work on the basis of work done and the supply of non-perishable materials to be incorporated in the work.
- 1.28 "Security Deposit" shall mean the deposit to be held by the owner as security for the due performance of the contractual obligations.
- 1.29 The "Appointing Authority" for the purpose of Arbitration shall be the Municipal Commissioner, Rajkot Municipal Corporation.
- 1.30 "Retention Money" shall mean the money retained from R.A. Bills for the due completion of the "LET WORKS".
- 1.31 Unless otherwise specifically stated, the masculine gender shall include the feminine and neuter genders and vice-versa and the singular shall include the plural and vice-versa.

GC-02 LOCATION OF SITE AND ACCESSIBILITY:

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

GC-03 SCOPE OF WORK:

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

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 have 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 case 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-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 states specifically, in this contract documents the singular shall include the plural and vice-versa wherever the context so requires. Works imparting persons shall include relevant Corporations / Body of individual / firm of partnership.
5. Notwithstanding the sub-division of the documents into separate section and volumes every part of each shall be supplementary to and complementary of every other part and shall be read with and into the context so far as it may be practicable to do so.
6. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of the special conditions of contract shall be deemed to over ride the provisions of General Conditions of Contract to the extent of each repugnancy of variance.
7. The materials, design, and workmanship shall satisfy the relevant ISS, and codes referred to. If additional requirements are shown in the specifications, the same shall be satisfied over and above ISS and other codes.
8. If the specifications mention that the Contractor shall perform certain work or provide certain facilities, it shall mean that the Contractor shall do so at his own cost.
9. **Contractor to Collect His Own Information -**
The details given in the e-Tender are arranged making necessary investigations for framing an estimate. It is, therefore, desirable that the Contractor makes his own investigations or additional investigations as may be required for correctly assessing the cost of different items of work and submit his e-Tender accordingly. Any change in description or quantity of an item shall not vitiate the contract or release the Contractor from executing the work comprised in the contract according to the drawings and specifications at the e-Tendered rates.

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, He is expected to be familiar with his liability for payment of Government taxes, customs and excise duty and other charges etc. in contract with the execution of this contract.

GC-06

CONTRACTOR TO UNDERSTAND HIMSELF FULLY:

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

GC-07

ERRORS IN SUBMISSIONS:

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

GC-08**SUFFICIENCY OF e-TENDER:**

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

GC-09**DISCREPANCIES:**

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

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

1.

A sum of 5% of the contract price or Tender value whichever is higher shall be deposited by the Tenderer as security deposit with the owner for the faithful performance and completion 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. A Fixed Deposit Receipt in form of FDR or Bank Guaranty as per Gujarat Government Resolution No.: EMD/10/2019/50/DMO, Date: 01/11/2019, in favor of the "**RAJKOT MUNICIPAL CORPORATION**", Rajkot.
- b. Irrevocable and unconditional Bank Guarantee as per Gujarat Government Resolution No.: EMD/10/2019/50/DMO, Date: 01/11/2019, 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 e-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 e-Tender in the form as aforesaid.

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.

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

2. The material shall be dispatched from Contractor's store on site of work 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.
3. Bidder shall note those materials which are to be supplied for SITC under this tender will be inspected by Third Party Inspection (TPI) agency approved by RMC & its Quality Acceptance (QA) certificate must be produce with materials. **The cost of TPI is to be borne by contractor. No any extra payment given to the contractor for same.** The TPI will be from any Government undertaking agency. i.e., RITES, WAPCOS (as per RMC Standing Committee resolution No.370, Dt.21/10/2011). (If applicable)

GC-12 DEFECT LIABILITY:

1. Contractor shall guarantee the work for a period of **24 months** from the date of issue of Completion Certificate. Any damage or defect that may arise or that may remain undiscovered at the time of issue of Completion Certificate connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by Contractor at his own expense as desired by Engineer-In-Charge or in default Engineer-In-Charge may cause the same to be made good by other agency and deduct expenses of which the certificate of Engineer-In-Charge shall be final from any sums that may then or any time thereafter become due to Contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

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

GC-13

POWER OF ENGINEER-IN-CHARGE TO GIVE FURTHER INSTRUCTIONS:

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

GC-14

PROGRAMME:

The time allowed for execution of works shall be the essence of the contract. The contract period shall commence from the date of notice of intimation to proceed. The Tenderer at the time of submitting his e-Tender shall indicate in the construction schedule his program of execution of work commencement with the total time specified. The Contractor shall provide the Engineer-In-Charge a detailed program of time schedule for execution of the works in accordance with the specifications and the completion date. The entire program to be finalized by the Contractor, has to conform to the execution period mentioned along with the Bill of Quantities in the e-Tender documents. The Engineer-In-Charge upon scrutiny of such submitted program by Contractor, shall examine 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 who so ever except as provided for in the succeeding sub-clause, without the consent in writing of the owner.

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

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

Notwithstanding any subletting with such approval as aforesaid and notwithstanding the Engineer-In-Charge shall have received of any sub-contractors, the Contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of contract in all respects as if such subletting or subcontracting had not taken place and as if such 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 as mentioned in Clause GC-18 "Extension of Time", the Contractor shall pay liquidated damages for the delay.
2. The general time schedule for construction is given in the e-Tender document. Contractor shall prepare a detailed weekly or monthly program 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 accept the items which are not coming in the way to commission the project.

GC-18**EXTENSION OF TIME:**

Time shall be considered as the essence of the contract. If, however, the failure of the Contractor to complete the work as per the stipulated dates referred to above arises from delays on the part of Corporation in supplying the materials or equipment, it has undertaken to supply under the contract or from delays on the quantity of work to be done under the contract, or force majeure an appropriate extension of time will be given by the Corporation. The Contractor shall request for such extension because of the such delay and in any case before expiry of the contract period. Commissioner, Rajkot Municipal Corporation shall have power for time extension.

GC-19**CONTRACT AGREEMENT:**

The successful Tenderer shall enter into and execute the contract agreement within 10 (ten) days of the notice of award, in the form shown in e-Tender documents with such modifications as may be necessary in the opinion of the Corporation. It shall be incumbent on the Contractor to pay the stamp duty and the legal charges for the preparation of the contract agreement.

GC-20**LIQUIDATED DAMAGES:**

If the Contractor fails to complete the work or designated part thereof within the stipulated completion date for the work or for the part, he shall pay liquidated damages at 0.1 (zero point one) percent of contract value for per day of delay subject to maximum of 10% of the contract value or as decided by Municipal Commissioner.

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

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

Whenever any claim against the Contractor for the payment of a sum of money out of or under the contract arises, the Corporation shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor. In case the security deposit is insufficient, the balance recoverable shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. The Contractor shall pay to the owner on demand any balance remaining due.

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

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

- 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 e-Tender to be carried out, the Engineer-In-Charge shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of full amount of the work not having been carried out. He also shall not have any claim for compensation by reasons of any alterations having been made in original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

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

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

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

GC-25 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE:

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

GC-26**OWNER NOT BOUND BY PERSONAL REPRESENTATIONS:**

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

GC-27**CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:**

1. The Contractor on award of the work shall name and depute a qualified Engineer having experience of carrying out work of similar nature, whom equipments, materials, if any, shall be issued and instructions for work given. the Contractor shall also provide to the satisfaction of Engineer-In-Charge sufficient and qualified staff, competent sub-agents, foreman and loading hands including those specially qualified by previous experience to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality and expeditious working. If, in the opinion of the Engineer-In-Charge additional properly qualified supervision staff is considered necessary, it shall be employed by the Contractor, without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-In-Charge that sub-contractors, if any, shall provide competent and efficient supervision over the work entrusted to them.
2. If and whenever any of the Contractor's or sub-contractor's agents, sub-agents, assistants, foreman or other employees shall, in the opinion of the Engineer-In-Charge, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-In-Charge, it is undesirable for administrative or any other reason for person or persons to be employed in the works, the Contractor if so directed by the Engineer-In-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed shall not again be re-employed in connection with the works without the written permission of the Engineer-In-Charge. Any person, so removed from the works shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be required to repatriate any person removed from the works he shall do so after approval of Engineer-In-Charge and shall bear all costs in connection therewith.
3. The Contractor shall be responsible for the proper behavior of all the staff, foreman, workmen and others and shall exercise proper control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employee from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employees so trespassing, the Contractor shall be responsible therefore and relieve the owner of all consequent claims, actions for damages or injury or any other ground whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this claim shall be final.
4. If and when required by the owner, the Contractor's personnel entering upon the owner's premises shall be properly identified by badges of a type acceptable to the owner which must be worn at all times on owner's premises.

GC-28**POWER OF ENTRY:**

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

- i) Fail to carry out works in conformity with the contract documents, or

- ii) Fail to carry out the works in accordance with the time schedule, or
- iii) Substantially suspend work or the works for a period of seven days without authority from Engineer-In-Charge, or
- iv) Fail to carry out and execute the work to the satisfaction of the Engineer-In-Charge, or
- v) Fail to supply sufficient or suitable 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 amalgamation or reconstruction then in any such case.

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

GC-29 OTHER AGENCIES AT SITE:

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

GC-30 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-31 PRICE ADJUSTMENTS:

No adjustment in price shall be allowed and no price escalation will be allowed.

GC-32 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-33 (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.

GC-33 RETENTION MONEY:

Pursuance to clause GC-32 (Terms of Payment) any on at 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 71(Completion Certificate).

GC-34 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-35 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 rise there from.

GC-36 BREACH OF CONTRACT BY CONTRACTOR:

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

GC-37 DEFAULT OF CONTRACTOR:

- i) The Corporation may upon written notice of default to the Contractor terminate the contract circumstances detailed as under:

- a) If in the opinion of the Corporation, the Contractor fails to make completion of works within the time specified in the completion schedule or within the period for which extension has been granted by the Corporation to the Contractor.
 - b) If in the opinion of the Corporation, the Contractor fails to comply with any of the other provisions of this contract.
- ii) In the event, the Corporation terminates the contract in whole or in part as provided in Article GC-45 (Termination of the Contract) the Corporation reserves the right to purchase upon such terms and in such manner as it may be deem appropriate, plant similar to one which is not supplied by the Contractor and the Contractor will be liable to the Corporation for any additional costs for such similar plant and / or for liquidated damages for delay until such time as may be required for the final completion of works.
- iii) If this contract is terminated as provided in this paragraph GC-28 (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 contract so terminated.
- iv) In the event, the Corporation does not terminate the contract as provided in the paragraph GC-45 (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-38

BANKRUPTCY:

If the Contractor shall become bankrupt or insolvent or has a receiving order made against him, or compound with his creditors, or being the Corporation commence to be wound up not being a member voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of his creditors or any of them, the Corporation shall be at liberty to either (a) terminate the contract forthwith by giving notice in writing to the Contractor or to the receiver or liquidator or to any person or Organization in whom the contract may become vested and to act in the manner provided in Article GC-37 (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-39

OWNERSHIP:

Works hand over pursuant to the contract shall become the property of the Corporation from whichever is the earlier of the following times, namely;

- a) When the works are completed pursuant to the contract.
- b) When the contractor has been paid any sum to which he may become entitled in respect thereof pursuant to Clause GC-32 (Terms of Payment).

GC-40

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-41 LAWS GOVERNING THE CONTRACT:

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

GC-42 OVER PAYMENT AND UNDER PAYMENT:

Whenever any claim for the payment of a sum to the Corporation arises out of or under this contract against the Contractor, the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Corporation (which may be available with the Corporation), or from his retention money or he shall pay the claim on demand. The Corporation reserves the right to carry out post payment audit and technical examinations of the final bill including all supporting vouchers, abstracts etc. The Corporation further reserves the right to enforce recovery of any payment when detected, not with standing the fact that the amount of the final bill may be included by one of the parties as an item of dispute, Municipal commissioner decision will be final and bound to contractor for this contract. 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-43 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 RMC Circular RMC/Legal/Outward No.-1858, dated 18.02.17.

GC-44 DISPUTES OF DIFFERENCES TO BE REFERRED TO:

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

GC-45 TERMINATION OF THE CONTRACT:

i) If the Contractor finds it impracticable to continue operation owing to force majeure reasons or for any reasons beyond his control and/or the Corporation find it

impossible to continue operation, then prompt notification in writing shall be given by the party affected to the other.

- ii) If the delay or difficulties so caused cannot be expected to cease or become unavoidable or if operations cannot be resumed within two (3) 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-46

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-47

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-48

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 and process methods to be supplied in hereunder. Contractor agrees to and does hereby grant to owner together with the right to extend the same to any of the subsidiaries of the owner an irrevocable royalty fee license to use in any Country, any invention made by the Contractor or his employees in or as a result of the performance of work under contract.
2. 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-49

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-50

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-51 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, erection, etc. 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-52 DRAWINGS TO BE SUPPLIED BY THE OWNER: (N.A.)

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

GC-53 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:

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

GC-54 SETTING OUT WORK:

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

GC-55 RESPONSIBILITIES OF CONTRACTOR FOR CORRECTNESS OF THE WORK:

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

non-observance of this clause, the Contractor will be responsible for the error and bear the cost of corrective work.

GC-56 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-57 CONDITIONS OF ISSUE OF MATERIALS BY THE OWNER:

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

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

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

Contractor shall construct suitable go downs 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 him 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 manufacturers. The materials issued by the owner shall be used for the work only and no other purpose.

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

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

A daily account of materials issued by the owner shall be maintained by the contractor showing receipt, consumption and balance on hand in the form laid down by Engineer-In-Charge with all connected paper and shall be always available for inspection in the site office.

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

GC-58

MATERIALS PROCURED WITH ASSISTANCE OF THE OWNER:

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

GC-59

MATERIALS OBTAINED FROM DISMANTLING: (N.A.)

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-60

ARTICLE OF VALUE OF TREASURE FOUND DURING CONSTRUCTION:

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

GC-61

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-62**ALTERATIONS IN SPECIFICATIONS & DESIGNS & EXTRA WORK:**

Engineer-In-Charge shall have power to make any alterations in, omission from, addition to substitution for, the schedule of rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of work and the Contractor shall be bound to carry out such altered / extra / new items of work in accordance with any instructions which may be given to him in writing signed by Engineer-In-Charge and such alteration omissions, additions or substitutions, shall not invalidate contract and any altered, additional or substituted work shall be carried out by the Contractor on the same conditions of contract. The time of completion may be extended by Engineer-In-Charge as may be considered just and reasonable 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 rate shall be paid as per S.O.R. of GWSSB or any other Government or Semi-Government Organization.
- 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 Engineer-In-Charge of the rate which he intends to charge for such work supported by rate analysis and the Architect / Engineer-In-Charge will determine the rate on the basis of prevailing market rates of materials, labour cost at schedule of labour plus 15% there on 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-63**ACTION WHEN NO SPECIFICAITONS ARE ISSUED:**

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

GC-64**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-65

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-66

TESTS FOR QUALITY OF WORK:

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

GC-67

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-68

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-69

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-70 **POSSESSION PRIOR TO COMPLETION:**

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

GC-71 **COMPLETION CERTIFICATE:**

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

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

GC-72 **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 or every kind to be taken in executing, completing and handing over the work to owner by Contractor. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of work and materials required though contract documents may not fully and precisely furnish them. He shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the work. The opinion of Engineer-In-Charge as to the item of work which are necessary and reasonable for completion of the work shall be final and binding on Contractor although the same may be not shown on drawings or described specifically in contract documents.

2. The Schedule of Rates shall be deemed to include and cover the cost of all temporary work, materials, labour and all other matters in connection with each item in Schedule of Rates and the execution of work or any portion thereof finished complete

in every respect and maintained as shown or described in the contract document or as may be ordered in writing during the continuance of the contract.

3. The Schedule of Rates shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters patent or otherwise incorporated in or used in connection with work, also all royalties, rents and other payments in connection with obtaining material of whatsoever kind for work and shall include an indemnity to owner which Contractor hereby gives against all action, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the 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-73 PROCEDURE FOR MEASUREMENT OF WORK IN PROGRESS:

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

GC-74 RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:

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

GC-75**NOTICE FOR CLAIM FOR ADDITIONAL PAYMENT:**

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

GC-76**PAYMENT OF CONTRACTOR'S BILL:**

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.

GC-77**FINAL BILL:**

The final bill shall be submitted by Contractor after physical completion certificate of work given by Engineer-In-Charge's certificate of the measurement and of total amount payable for work shall be final and binding on all parties.

GC-78**RECEIPT FOR PAYMENT:**

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

GC-79**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 of the same as he thinks fit.

3. The following documents will form the completion documents:-
 - a) Technical documents according to which the work has been carried out.
 - b) Certificate of test performed for work.
 - c) Material appropriation statement for the materials issued by owner for work and list of surplus materials returned to owner's store duly supported by necessary documents.
4. Upon expiry of the period of defect liability and subject to Engineer-In-Charge being satisfied that work has been duly maintained by Contractor during the defect liability period of fixed originally or as extended subsequently and that Contractor has in all respects made up any subsidence and performed all his obligations under contract, the Engineer-In-Charge (without prejudice to the rights of owner in any way) give final certificate to that effect. The Contractor shall not be considered to have fulfilled the whole of his obligation until final certificate shall have been given by the Engineer-In-Charge.
5. **Final Certificate only evidence of completion:**

Except the final certificate, no other certificate of payment against a certificate or on general account shall be taken to be an admission by owner of the due performance of contract or any part thereof of occupancy or validity or any claim by the Contractor.

GC-80 TAXES, DUTIES, ETC. :

1. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes including Duties, etc., now or hereinafter imposed, increased or modified from time to time in respect of work and materials and all contributions and taxes for unemployment, compensation, insurance and old age pension or annuities now or hereinafter imposed by the Central or State Government authorities with respect to or covered by the wages, salaries or other compensation paid to the persons employed by Contractor.
2. Contractor shall be responsible for compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship.
3. Contractor further agrees to comply and to secure the compliance of all sub contractors with applicable Central, State, Municipal and local laws and regulations and requirement. Contractor also agrees to defend, indemnify the hold harmless the owner from any liability or penalty which may be imposed by Central, State or local authority by reasons of any violation by Contractor or sub Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against owner arising under, growing out of or by reasons or work provided for by this Contract by third parties or by Central or State Government authority or any administrative Sub-Division thereof.

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

GC-81**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 asserted violation by Contractor or Sub-Contractor or the Employees State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of Contractor by third parties or by Central or State Government authority or any administrative Sub-division thereof.

Contractor agrees to fill in with the Employees State Insurance Corporation, the declaration form and all forms which may be required in respect of Contractor's or sub-Contractor's employees whose aggregate remuneration is Rs.400/- p.m. or less and who are employed in work provided for or those covered by ESI from time to time under the agreement. The Contractor shall deduct and secure the agreement of the sub-Contractor to deduct the employees contribution as per the first schedule of the Employees State Insurance Act from wages. Contractor shall remit and secure the agreement of sub-contractor to remit to the State Bank of 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 sub contractors to maintain in such records, any expenses incurred for the contributions, making contributions or maintaining records shall be to Contractors 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 employee's liability insurance:** Insurance shall be affected for all Contractors employees engaged in the performance of this contract. If any part of work is sublet, Contractor shall require the sub-Contractor to provide workman's compensation and employer's liability insurance, which may be required by owner.
3. Other Insurance required under law of regulations or by owner Contractor shall also carry and maintain any and all other insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by owner.

GC-82**DAMAGE TO PROPERTY:**

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

claims result from the fault and / or negligence or willful act or omission of Contractor, his employees, agent's representative or sub-contractor.

GC-83 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-84 SAFETY CODE:

General:

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

1.0 First Aid and Industrial Injuries:

- 1.1 Contractor shall maintain First-Aid facilities for its employees and those of his sub-contractors.
- 1.2 Contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Name of those providing these services shall be furnished to Engineer-In-Charge prior to start of construction, and their telephone numbers shall be prominently posted in Contractor's field office.
- 1.3 All injuries shall be reported promptly to Engineer-In-Charge and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to owner.

2.0 General Rules:

Carrying and striking, matches, lighters inside the project area and smoking within the job site are strictly prohibited. Violators of smoking rules shall be discharged immediately. Within the operation area, no hot work shall be permitted, without valid

gas, safety, fire permits. The Contractor shall also be held liable and responsible for all lapses of his sub-Contractor s / employees in this regard.

3.0 Contractor's Barricades:

- 3.1 Contractor shall erect and maintain barricades without any extra cost, required in connection with his operation to guard or protect during the entire phase of the operation of this contract for -
- 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.
- 3.2 Contractor's employees and those of his sub-contractors shall become acquainted with owner's barricading practices and shall respect the provisions thereof.
- 3.3 Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red lantern at night.

4.0 Safety Equipment:

- 4.1 All necessary personal safety equipment as considered necessary by the Engineer-In-Charge should be made available for the use of persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
- 4.2 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

5.0 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 provision should be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.

6.0 Hoisting Equipment:

- 6.1 Use of hoisting machines and tackles including their attachments, and storage and supports shall conform to the following standards or conditions.
- 6.2 These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good condition and in good working order.
- 6.3 Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
- 6.4 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding.
- 6.5 In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 6.6 In case of departmental machine, the safe work load shall be notified by the Engineer-In-Charge, as regards Contractor s machine, the Contractor shall, notify, the safety working load of the machine to the Engineer-In-Charge. Whenever the Contractor brings any machinery to site of work he should get it verified by the Engineer-In-Charge concerned.

7.0

Electrical Equipment:

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

8.0

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.

9.0

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.

10.0

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.

11.0

No Exemption:

11.1

Notwithstanding the above clause 1.0 to 10.0 there is nothing to exempt the Contractor from the operations of any other Act or Rules in force in the Republic of India.

11.2

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

GC-85

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

Signature of Contractor.

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RAJKOT MUNICIPAL CORPORATION
Water Works Branch

TECHNICAL SPECIFICATIONS

GENERAL TECHNICAL SPECIFICATIONS OF DIESEL GENERATING SETS

1. Applicable Standards :

The Diesel Standby Generator and its components shall conform to the latest applicable standards specified below:

Diesel Engines for General Purposes	:	BS 5514 / ISO 3046
The Electrical Performance of Rotating Electrical Machinery	:	BS 5000
Rotating Electrical Machines	:	IS 4722
Circuit breakers	:	IS-13118, BS-5311, IEC-56 & 694, BSEN-60942 (P-2)
Air break switches air break disconnectors and fuse combination units for voltage not exceeding 1000 V AC or 1200 V DC	:	IS-13947 (P-3), BS-EN60947, IEC-60947-3
Current transformer	:	IS-2705/BS-7626, IEC-60185
Voltage transformer	:	IS-3156/BS-7625/IEC 60186
Electrical Relays	:	IS-3231, 3842/BS-142/IEC-60255
Contactors for voltage not exceeding 1000 V ac or 1200 VDC	:	IS-13947 Part-IV/ BSEN-60947-4-1/ IEC-60947-4-1
Control Switches	:	IS-6875/BSEN-60947 / IEC-60947-4-1
High Voltage Fuse	:	IS-9385/BS-2692/ IEC-60282
Low Voltage Fuse	:	IS-13703/BS-1362 IEC-269-1
Electrical direct acting indicating instruments	:	IS-1248/BS-89/IEC-6005
A.C. electricity metres of induction type voltage greater than 1000 volts	:	IS722, 8530/BS-5685 / IEC-60145, 60211
Resistance wire, tapes and stripes for heating elements	:	IS-3725
Wrought aluminium and aluminium alloy bars, rods, tubes and sections for electrical purposes	:	IS-5082
Specification for copper rods and bars for electrical purposes	:	IS-613
Toggle switches	:	IS-3452/BS-3676

2. General Requirements:

The diesel engine and generator shall be skid mounted and shall be located in a outdoor near the MCC room. The diesel engine shall draw cooling air directly from outside through a weatherproof, acoustically treated duct. The silencer shall be of the 'residential' type and be located externally.

The generation voltage shall be 415V for DG. At no point DG sets will be operating parallel with grid.

Bulk fuel storage is not envisaged in this project and only Day tank with maximum allowable capacity as per Fire safety standards shall be provided along with the DG set along with all the accessories

A system shall be provided within the generator enclosure to detect fire, to raise a local audible alarm (manually silenced locally) and if the level of the day tank is above the permissible level beyond which it may overflow.

Suitable arrangement in foundation shall be provided by the contractor for the Diesel Generator set.

3. Diesel Generating Manual Control:

The generator shall run to the dictates of manual controls on the generator. No automatic changeover of mains to generator supply or vice versa shall take place. The generator shall be loaded by manual switching if required.

4. Alternator for Diesel Generating Set:

The generation voltage shall be 415V. Alternator shall be 4 pole, 3 phase ,50 Hz, 0.8 P.F, salient pole, running at 1500 RPM, revolving field, brushless type, self-regulating continuously rated and manufactured in accordance with IS 4722, BS 5000 : Part 99 or IEC 60034-1. They shall be totally enclosed, screen protected, fan ventilated and vertical drip-proof conforming to IP 23. The Alternator shall be complete with excitation system, AVR and all necessary auxiliaries. The alternator shall be driven by diesel engine detailed below and shall match the same in all respects. The terminal box shall be dustproof with IP 54 degree of protection. The terminal box shall be suitably sized to terminate the size and number of cables involved. Alternators shall be capable of withstanding a 10% overload for 1 hour in any 12 hour Period under the specified conditions of temperature, humidity and atmospheric pressure.

Alternator windings shall be of Class H insulation with Class F temperature rise and tropicalised. The alternator shall have pre-packed grease lubricated ball or roller bearings and provided with facilities for regreasing whilst in service.

Both the engine and alternator fitted on a common fabricated steel base plate with anti-vibration mounting engine and alternator both connected to each other by flexible flange coupling. The alternator shall be foot mounted on a common bed frame with the prime mover close coupled to the engine flywheel housing. The direction of alternator rotation when viewed from the driven end shall be clockwise and phase voltage sequence UVW. The alternator vibration level shall not exceed the values defined in IS 12075.

The alternator shall be capable of maintaining a short circuit current of three times full load current for a period of 10 seconds. The alternator shall be fitted with an anti-condensation heater. No individual harmonic shall exceed 1% and the total harmonic shall not exceed 3%. The alternator, its neutral and control panel shall be earthed as per relevant standards.

The alternator rotor assembly shall comprise exciter rotor, full wave silicon bridge rectifier surge protection device and salient pole rotating field system. The rotor shall be fitted with interconnected pole face damping windings. Voltage regulation shall be maintained to within $\pm 2.5\%$ for a power factor of 0.8 to unity, including hot to cold variations.

The steady state frequency droop between no load and full load shall not exceed 5%. Transient voltage deviation following a step load of 60% of rated at a power factor of between 0.4 and zero shall not exceed 15% with a voltage recovery time to 97% rated voltage not exceeding 0.5 second.

The set shall be capable of continuous operation with a phase current imbalance of 33% of rated current whilst maintaining the output voltage within $\pm 5\%$ of rated.

5. Diesel Engine for Generating Set:

Engine shall be four strokes, direct injection, and turbocharged industrial machines. They shall be fitted with renewable wet cylinder liners if water cooled and shall be direct coupled to the alternator and mounted on a common rigid steel bedplate.

Engines shall be rated for continuous duty at site ambient conditions with an inherent O/L Capacity of 10% for 1 hour in any 12 hours. The engine shall be capable of running at full load for not less than 180 hours without maintenance adjustments and 10000 hours between major overhauls. The maximum operating speed shall be 1500 rpm. The range of manual adjustment shall not be less than $\pm 5\%$ of rated speed. The performance of engine governors under load conditions shall be to Class A2 in accordance with BS 5514: Part 4. Engine governors shall be suitable for remote control load sharing between identical engine units. In addition to any electrical over speed trips, there shall be a mechanical device which shall operate at 120% of the rated speed. Re-setting of the over speed trip shall be possible by hand only. The steady state output speed drop between no load and full load shall not exceed 5%. The transient output speed deviation shall not exceed 10% for a step of 60%. Engines shall be designed to run on fuel oil complying with IS 1460 or BS 2869, Class A2. Engines shall be cooled by means of a water jacket, heavy duty air blast radiator with integral radiator header tank, circulating pump and engine driven pusher type fan. The fan shall draw air in from the vicinity of the engine block and discharge it through the radiator core. The radiator shall be mounted on the same bedplate as the engine and alternator on suitable vibration isolators and be arranged so that it is located directly behind automatic louvers. A thermostatically operated by-pass valve shall be fitted in the cooling system to maintain an optimum operating temperature during starting and running conditions. Drain cocks shall be provided so that all the water can be drained from the system. A separate oil cooler shall be used for cooling the engine oil.

A thermostatic by-pass valve shall be incorporated. Engine lubrication shall be by a closed circuit wet sump, forced feed system supplied by an engine driven pump fitted with pressure regulating and relief valves, sump suction filter and changeover renewable micro-felt full flow line filters. A hand operated semi-rotary oil pump shall be installed to carry out initial priming or to fill or empty the sump as required. The sump shall be fitted with an easily accessible drain point. The oil shall be of the grade recommended by the engine manufacturer.

The starting system shall comprise 12 or 24 V heavy duty lead acid batteries (positioned on a floor mounted stand adjacent to the engine) connected by heavy duty flexible butyl rubber cables. Batteries shall be sized to give six consecutive starts of the engine at 0°C. An engine driven alternator and charging system shall be provided.

An automatic mains energized battery charger shall be provided, with sufficient capacity to maintain the battery in a condition to fulfill the starting requirements. Barring (hand turning) equipment shall be provided so that the engine can be manually rotated for maintenance purposes. It shall be arranged so that normal starting of the engine is inhibited whilst the hand turning equipment is connected. Twin heavy duty air intake filters in accordance with IS 3169 or BS 7226 suitable for operating in dust laden atmospheres shall be fitted. The filters shall be of the paper element with pre-cleaner type. Turbocharger filters shall be fitted. Breathers shall be fitted with washable filters which are easily accessible for maintenance.

Instrumentation shall be provided to monitor speed, oil pressure, oil temperature and water temperature and battery charge current. The bedplate shall be of heavy gauge steel construction, stress relieved and free from distortion.

Machined surfaces shall be incorporated for mountings and for leveling. Anti-vibration mountings shall be fitted between the bedplate and the floor to prevent vibrations being transmitted to the building. The mountings shall be adjustable for leveling purposes and shall be designed to resist horizontal movement of the diesel set.

The fuel System shall comprise an engine driven feed pump with duplex filters, 990 litres day tank with supporting structure or generator skid mounted day fuel tank, with all interconnecting pipe work, flexible engine connection pipe etc.

6. Diesel Generator Control Panel:

The control panel shall be separately mounted on anti vibration mountings, comprising of voltmeter, ammeter, selector switches, 4 pole ACB of adequate capacity, indicator lamps duly wired with HRC fuses.

High quality and sufficient capacity of copper EC grade bus bar to be used. Bus bar should be properly supported with high quality insulating supports and properly insulated with heat shrink PVC sleeve of appropriate color code. Control wiring should be 2.5 sq.mm copper flexible wires with proper finishing.

Air Circuit Breakers:

- Circuit breakers shall be air break, 4 pole, motorised, draw out type for feeders rated above 630A.
- The ACB shall have 50kA (1 Sec.) S/C withstands rating and having ICW for 1 Sec. = ICS = ICU = Icw. The breaker shall be electrical draw-out type and electrically operated motor spring charging type in open execution
- All ACB shall be of Siemens 3WL or L&T U power or equivalent from approved list
- All ACBs shall comply and tested as per IS - 13947 / IEC 60947-1 and IEC 60947-2 standards.
- ACB shall be with communication facility.

ACB Trip Release should have Minimum following:

- Overload with time delay
- S/C with time delay and Inst. Trip Setting

- Earth Fault with Time Delay.
- Under/over Voltage for incomer
- Trip Indications
- Ammeter Display

ACB shall be fitted with following:

- Heavy duty switches having not less than 4 NO + NC contacts
- Built in resin cast current transformer
- Auxiliary contacts
- Shunt and under voltage tripping device
- The ACB shall be suitable for locking the breaker in various positions. Provision for door locking ACB shall be provided with the requisite end termination lugs/sockets. Terminal bars for connecting more than one terminal.

The alternator & control panel shall be connected with provided suitable capacity armored cable and shall comprise the following:

- Breaker incorporating short circuit and overload trip
- Earth fault protection for the Alternator
- Alternator Over & Under Voltage Protection
- Voltage Controlled Over Current Relay
- Digital Voltmeter.
- Digital Ammeter.
- Frequency meter
- Power Factor Meter
- kWh Meter
- engine temperature and oil pressure gauge
- service hours run indicator
- key switch start and stop control
- operational status indicator
- anti-condensation heater and thermostat
- alternator anti-condensation heater controls
- mains fed battery charger
- Over / Under Voltage Alarm
- Battery Charger Fault (Alarm)
- Low fuel Oil Level (Alarm)
- Over Load (Alarm)
- Low Lube Oil Pressure (Trip)
- High Water Temperature(Trip)
- High Lube Oil Temperature (Trip)
- Electrical Protection Relays (Trip)
- An automatic mains energized battery charger
- Stabilizer for battery charger

A reset button shall be provided to cancel the alarm /shut-down condition prior to re-starting. Simple operating instructions shall be detailed on the fascia of the control panel. Local Circuit Breaker incorporating short circuit, overload trip and Earth fault protection for the Alternator shall be provided within the Acoustic Enclosure.

7. Acoustic Enclosure:

- a) The DG Set shall be provided with acoustic enclosure, fully integrated, weather proof with superior finish for long and durable life.

- b) The acoustic enclosure shall be (canopy) made out of 18 SWG, CRCA sheet steel enclosed with necessary panels and doors, inside lining of fire retardant foam sound absorbing material Rockwool of 64 density & 100 mm thick conforming to IS:8183. The resin bonded Rockwool covered from inside level not more than 75 dB at a distance of 1 mtr, as PVCT norms, on provided foundation suitable for following size of DG Set.
- c) The acoustic enclosure shall be certified to meet the emission norms.

8. Drawings / Documents Required:

Contractor has to approve all drawings, BOQ and QAP of DG set and Control Panel by TPI and Engineer-in-charge before any work is taken up. 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 Drawings, data, technical particulars, calculations, detailed literature, catalogues Test certificates etc shall be submitted along with the bid/after award of contract.

9. Testing and inspection:

During the DG set Load trial, Required Fuel and other consumable shall be provided by Tenderer. RMC will not born any expenses for trial. Inspection, Testing and trial will be done at sight of generator manufacturer. Ele. Engg, Mech. engg. & TPI Shall be present at manufacturer's sight for inspection and testing.

10. Earthings:

Supplying & erecting in earthpit of minimum bore dia. 225mm size ASH or approved make Safe Earthing Electrode consisting Pipe-in-Pipe Technology as per IS 3043-1987 made of corrosion free G.I. Pipes having Outer pipe dia of 80 mm having 80-200 Micron galvanising, Inner pipe dia of 40 mm having 200-250 Micron galvanising, connection terminal dia of 14 mm with constant ohmic value surrounded by highly conductive compound with high charge dissipation. Length of Earthing Electrode Pipe is 3 Mtr. Chemical bags have to used as per necessary requirement.

2 nos. of chemical bore earthing for DG Set Body with GI strip & 2 nos. of chemical bore earthing for DG Set neutral with copper strips.

11. Installation & Commissioning:

Job includes fixing DG set on foundation, leveling, positioning of DG sets. Extension of exhaust pipe is scope of tenderer. If required RMC official shall ask tenderer for extension of exhaust pipe, same shall be done by tenderer without any extra charges. Tenderer shall have to provide the necessary test certificate and ISI registration certificate of cable supplied to RMC. Lying, crimping shall be done by contractor as per instruction of RMC officials. Required material for installation of cable e.g. lugs cable glands, sockets shall be provided by tenderer. All necessary tools and tackles necessary for installation and unloading shall have to arrange by contractor at his own cost. No cost will be born by RMC.

12. Performance and Guarantee of DG set :

DG set shall be capable to perform satisfactory operation from no load to full load operation. Contractor shall have to give guarantee for 24 month from the date of commissioning/handing over of DG set to RMC against any manufacturing/design/installation/performance defects. During guarantee period RMC will not born any charges for repairing/maintenance/service of DG sets.

13. Danger Notice board:

Providing and erecting danger notice board for medium and high voltage notice.

14. Important Note:

- **Electric motor operated portable diesel barrel pump of 2 Nos. for transferring diesel should be provided by contractor after completion of SITC work.**
- **Four services will be done by agency at regular interval as per instruction of engineer in-charge. For these services of DG set, agency shall have to provide all consumable like lubrication Oil filter, fuel filter, etc. These consumable items to be sent at the time of delivery with DG set. Provide service schedule of DG Set from Manufacturer at the time of hand over.**
- **Necessary certificate / approval from PGVCL or electrical department or any other statutory authority may be required is to be obtained and submitted by contractor. Necessary fees will be paid by Contractor and no refund will be given to contractor by RMC, hence the charges for the same should be included in tender by contractor.**
- **For Electrical Inspection, 0.5 accuracy digital display Energy meter, suitable CTs and necessary cable for measuring KWH should be provided with DG Set Panel.**
- **An automatic mains energized battery charger shall be provided, with sufficient capacity to maintain the battery in a condition to fulfill the starting requirements. Stabilizer for battery charger to preventing voltage fluctuation.**
- **The cost of TPI is to be borne by contractor. No any extra payment given to the contractor for same.**
- **No any extra amount will be paid by RMC for above all.**

SPECIFICATION OF CABLES

All power and control cables for use on medium / high voltage shall be heavy duty type, copper conductor. PVC/XLPE insulated, inner sheathed, armored and overall PVC sheathed as described below.

The Power and Control cables shall have the following minimum overall cross sectional areas:

- a. Medium Voltage Power 2.5 sq.mm (Copper)
- b. Control Cables 2.5 sq.mm (Copper)
- c. Lighting Cables 2.5 sq.mm (Copper)

Cables shall be sized based on the maximum continuous load current and the voltage drop. The derating due to ambient air temperature, ground temperature, grouping and proximity of cables with each other etc. shall be taken into account.

High voltage, medium voltage, control and signal cables shall be separated from each other by adequate spacing or running through independent pipes, trenches or cable trays as applicable. Cable trays, racks and trenches shall be sized to allow for 20% future cables. Cable installation shall provide minimum cable bending radii as recommended by cable manufacturer. Cable route markers shall be installed at every 30m interval all along the routes of directly buried cable trench and also at locations where the direction of cable trench changes. All power and control cables shall be of continuous lengths without intermediate joints. Where joints are unavoidable, these shall be provided with the permission of Engineer-in-charge. All cables shall carry tag numbers for easy identification.

In case of control cables all cores shall be identified at both sides by their terminal numbers using PVC ferrules as per interconnection diagrams. Sequential marking of the length of the cable in meters shall be provided on the outer sheath at every one meter. The embossing/engraving shall be legible and indelible. Control cables having 6 cores and above shall be identified with prominent and indelible Arabic numerals on the outer surface of the insulation. Colour of the numbers shall contrast with the colour of insulation with a spacing of maximum 50mm between two consecutive numbers. Colour coding for cables upto 5 cores shall be as per IS.

LT POWER & CONTROL CABLES

The scope shall cover supply, laying, testing and commissioning of medium voltage XLPE cables.

All cables shall carry tag numbers for easy identification. In case of control cables all cores shall be identified at both sides by their terminal numbers using PVC ferrules as per interconnection diagrams.

Cable Test before and after laying of cables at site:-

1. Insulation Resistance test between phases, phase to Neutral and phase to earth.
2. Continuity test of all the phases, neutral and earth continuity conductor.
3. Sheathing continuity test.
4. Earth resistance test of all the phases and neutral.

Sealing and Drumming:

Cable shall be supplied in non-returnable drums as per IS 10418 standard. Cable identification details like Voltage, size, name, etc. shall be written on Drums also as per IS.

Cable Accessories

All accessories like cable glands, lugs and terminal markings etc. shall be used conforming to relevant standards / as specified. The end termination for HT cables shall be heat shrinkable type. For 1100 V grade cables, Ni-Plated Brass Double Compression type glands WP to IP-65 as a minimum and tinned copper crimping type lugs shall be used.

Cable Laying

MV and control cables shall be separated from each other by adequate spacing or by running through independent pipes, trenches or cable trays. LT cable shall be laid in cable tunnel or tray racks or buried underground with appropriate protection. Black shall indicate the neutral, while red, yellow and blue for three different phases. All LT cables when laid on the cable racks shall be properly dressed and clamped as required without crisscrossing and unnecessary overlapping. Cables shall be properly dressed and clamped.

Drawings and Schedules

Size of cables shall be given in single line power diagrams. A cable schedule shall be prepared on the basis of relevant drawings. All cables and wires shall be adequately sized to carry continuously the normal currents expected on the relative circuits. Cables shall be tested in accordance with IS : 1554 / 7098.

We hereby agree to carry out the job as per terms and condition, rates specification etc mentioned above and that of the tender documents.

Signature of Contractor

RAJKOT MUNICIPAL CORPORATION
Water Works Branch

APPROVED VENDOR LIST

Sr. No.	Description	Make
1.	Engine	GREAVES, KIRLOSKAR, CUMMINS, ASHOK LEYLAND, PERKINS, VOLVO, CATERPILLAR, MAHINDRA POWEROL
2.	Alternator	CROMPTON GREAVES, KIRLOSKAR, BHEL, STAMFORD, CUMMINS
3.	AIR CIRCUIT BREAKER	L&T, C&S, Siemens, ABB
4.	Amp meter	L&T, C&S, Siemens, ABB, AE
5.	Volt meter	L&T, C&S, Siemens, ABB, AE
6.	Frequency meter	L&T, C&S, Siemens, ABB, Trinity, AE
7.	KW meter	L&T, C&S, Siemens, ABB, Trinity, AE
8.	Power factor meter	L&T, C&S, Siemens, ABB, Trinity, AE
9.	Engine start, stop and emergency push button.	L&T, C&S, Siemens, ABB, Technic
10	Selector switch for Voltage, Ammeter, Battery charging (boost/Trickle)	L&T, C&S, Siemens, ABB, Technic
11	Indicating lamp 1. Low lub. Oil pressure alarm and trip 2. High water temp alarm and trip 3. Over speed trip 4. Control ON 5. R_Y_B phase indication 6. DG set running 7. Load on DG set 8. Battery charging on Mains 9. Over/Under voltage trip 10. Over load trip 11. Earth fault trip	L&T, C&S, Siemens, ABB, Technic
12	Battery charging ammeter	L&T, C&S, Siemens, ABB, Trinity, AE
13	Battery charging volt meter	L&T, C&S, Siemens, ABB, Trinity, AE
14	Set of control fuses As required	L&T, C&S, Siemens, ABB
15	Auxiliary relay for trip systems As required	L&T, C&S, Siemens, ABB, Minilec
16	Bus bar copper EC grade As required	--

17	KWH meter	L&T, C&S, Siemens, ABB
18	Metering CT's (0.5 class)	PGVCL approved
19	Over load relay	L&T, C&S, Siemens, ABB
20	Over/Under voltage relay	L&T, C&S, Siemens, ABB
21	Earth fault relay	L&T, C&S, Siemens, ABB
22.	Static battery charger of suitable capacity to charge battery as per provided.	ISI Approved Brand
23.	Stabilizer for battery charger to preventing voltage fluctuation	ISI Approved Brand
24.	Cables	Torrent, Havells, Finolex

Note: All manufacturer shall have to use only approved make component for panel building.

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DATA Sheet for 750 KVA DG set
(To be filled by Tenderer)

1.	Engine make	
2.	Engine Model	
3.	Engine BHP	
4.	No of cylinder	
5.	Arrangement of cylinder	
6.	Rated RPM	
7.	Over load (In %)	
8.	Governing (electronic)	
9.	Safety systems for DG set	
10.	Safety systems for engine	
11.	Specific fuel consumption on (In gms/bhp/hr) 50% Load 75% load 100% load	
12.	Recommended fuel oil	
13.	Recommended grade of Lub. Oil	
14.	Make of battery & capacity	
15.	Alternator make	
16.	Alternator Model	
17.	Alternator rating	
18.	Rated voltage	
19.	Rated current	
20.	Phase	
21.	Bearing	
22.	Class of insulation	
23.	Degree of protection	
24.	Winding Pitch	

25.	Stator winding	
26.	Voltage regulation	

Signature of Contractor

R.M.C./C./૧૩૨

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

હુકમ :-

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

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

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

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

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

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

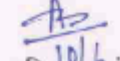
(૨) તમામ ટેન્ડરોનાં કિસ્સાઓમાં સંબંધિત ખરી નકલમાં રજુ થયેલ તમામ ડોક્યુમેન્ટસની મુળ (ઓરીજીનલ) નકલ મંગાવી તેની ખરી નકલની ચકાસણી ફરજિયાતપણે સંબંધિત ડી.ઈ.ઈ.શ્રી તથા મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ કરવાની રહેશે. જે મુળ નકલ સાથે વેરીફાય કર્યાની સહી ફરજિયાતપણે દરેક ખરી નકલમાં સંબંધિત ડી.ઈ.ઈ.શ્રી / મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ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

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

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

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

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


કમિશ્નરશ્રી

રાજકોટ મહાનગર સેવાસદન

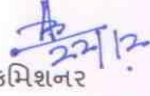
નકલ રવાના (જાણ અર્થે):-
નાયબ કમિશ્નરશ્રીઓ (તમામ)

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

પરિપત્ર:-

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

ઉપરોક્ત બાબતનો અમલ તાત્કાલિક અસરથી કરવો.


કમિશનર

રાજકોટ મહાનગરપાલિકા

નકલ રવાના :- (જાણ અર્થે)

- નાયબ કમિશનરશ્રીઓ (તમામ)

નકલ જાણ તથા અમલવારી અર્થે :-

- સહાયક કમિશનરશ્રીઓ (તમામ)

- શાખાધિકારીશ્રીઓ (તમામ)

જોજદારી કાર્યરીતી અધિનીયમ ૧૯૭૪ (૧૯૭૪ના નં.૭) ની કલમ ૧૪૪ અન્વયે ઠાહલ ફુકમ

જોજદારી કાર્યરીતી અધિનીયમ ૧૯૭૪ (૧૯૭૪ના નં.૭) ની કલમ ૧૪૪ અન્વયે ઠાહલ ફુકમ

ક્રમાંક: એસ.બી./મજુર/જોજદારનાણુ/૧૬૩૬/૨૦૧૪.
પોલીસ કમિશ્નરશ્રીની કચેરી,
રાજકોટ શહેર, રાજકોટ.
તા. ૨૬/૦૪/૨૦૧૪

જોજદારી કાર્યરીતી અધિનીયમ ૧૯૭૪
રાજકોટ શહેરમાં
સંખ્યા: ૫૪૪
તારીખ: ૨૫/૪/૧૪

રાજકોટ શહેરમાં રાજકોટ શહેરના બનાવો વગેરેમાં પામેલ છે. ભુતકાળના રાજકોટ શહેરમાં બનેલ રાજકોટ શહેરના બનાવોની તપાસ કરતા તપાસમાં આવા ગુનેા કરનાર (સરકોટીયા) પકડાયેલ છે. ત્યારે તપાસમાં આવા ગુનેા વાળા આરોપીઓ ગુનેાના બનાવના હિલસો અગાઉ રાજકોટ શહેરમાં નવા બંધાતા ગમનોમાં જુદી જુદી ઓથોગીક કંપનીઓમાં, કોર્પોરેશનમાં મજુરી કામ અને ટેલીફોન કંપનીઓ દ્વારા તથા ગેસ પાઇપ લાઇન માટે ખોદાતા ખાડાઓની મજુરી કામ મેળવી બચવા તેના બહાના ફેઠળ આવી રોકાણ કરી આગુભાગુની સ્થાનિક પરીસ્થિતીનુ સર્વે કરી માહિતગાર થઈ મિલકત સિદ્ધિના ગુનેાઓ આચરતા હોય છે. મજુરી કામના બહાના ફેઠળ આતંકવાદીઓ પણ આશરો મેળવી લેતા હોય છે જેથી જાહેર જનતાની જાન-માલ (મિલકત)ની સલામતી તથા સુરક્ષા સાથે શોડા નિર્વહણી મુકલ જરૂરી જણાય છે.

જેથી ફુ મોકલ ગ્રા (સ.પ.ક.), પોલીસ કમિશ્નર, રાજકોટ શહેર જોજદારી કાર્યરીતી અધિનીયમ (સી.આર.પી.બી.) ૧૯૭૩ (૧૯૭૪ ના નં.૯) ની કલમ ૧૪૪ અન્વયે અમોને મળેલ સત્તાની ક્રમે આથી ફુ ફુકમ કરુ છુ કે, રાજકોટ શહેરના પોલીસ કમિશ્નર વિસ્તારમાં લેબર કોન્ટ્રાક્ટર/મુકાદમનાઓએ પોતાની ખાસે જે મજુર ભામે રાખેલ હોય અને મજુરી કામકાજ માટે સપ્લાય કરતા હોય તેઓએ નીચે જણાવેલ કોમ મુજબ હરેક મજુરીના સલગ-અલગ ભેમ ભરી ફરજિયાત પદો સ્થાનિક પોલીસ સ્ટેશનને જણ કરવાની રહેશે તથા મજુરી જ્યારે મજુરી કામ તથા રાજકોટ શહેર છોડી જતા રહે ત્યારે લેબર કોન્ટ્રાક્ટર/મુકાદમ તે યોગેની જણ નામ/સરનામા સહિતની વિગત સાથે સ્થાનિક પો.સ્ટે.મા કરવાની રહેશે

૧	લેબર કોન્ટ્રાક્ટર / મુકાદમ (સપ્લાયર) નુ પુરૂ નામ સરનામુ	--
૨	મો.નં., નંબર સહિત	--
૩	મજુરનું નામ તથા ઉ.વ.	--
૪	મજુરનું કાલનુ સરનામુ ટેલીફોન નંબર	--
૫	મજુરનું મૂળ વતનનું સરનામું ગામ, તાલુકો, જિલ્લો	--
૬	કાલની મજુરીનુ સ્થળ / કંપનીનુ નામ	--
૭	મજુરનું વતનનું સ્થાનિક પો.સ્ટે.નું નામ તથા ટેલીફોન નંબર	--
૮	મજુરની વતનના આગેવાનનું નામ, સરનામુ, ટેલીફોન નંબર	--
૯	મજુર અગાઉ કોઇ પોલીસ ગુનેામાં પકડાયેલ હોય તો તેની વિગત	--
૧૦	ક્યાંક્યાં પુકાતો / કોન્ટ્રાક્ટરને મજુરી કામ માટે રાખેલ છે	--
૧૧	મજુરનુ ઓનામ માટેનુ આઇ.ડી.પુર (ફોટા સાથે નુ)	--
૧૨	રાજકોટ શહેરમાં કઇ તારીખથી મજુરી કામ કરે છે ? અને કઇ તારીખે જવાનો છે ?	--
૧૩	રાજકોટ શહેરમાં નજીકના સંબંધી કોઇ કોચતો તેનું નામ, સરનામુ	--

મજુરનો તાજેતરનો ફોટા
મજુરના અગાળનુ નિશાન
મુકાદમ/સપ્લાયર/કોન્ટ્રાક્ટરની સહી
નામ

આ ફુકમ તા. ૦૧/૦૫/૨૦૧૪ થી તા. ૩૦/૦૬/૨૦૧૪ સુધી અપવાદમાં રહેશે.
આ ફુકમનો લાંઙ કરનાર વ્યક્તિ ભુવરનોય દેડ સહિતની કલમ ૧૮૮ મુજબ શિકાને પાત્ર થશે.
રાજકોટ પોલીસ કમિશ્નરશ્રી
સહી: ૨૫/૪/૧૪
મુકાદમ/સપ્લાયર/કોન્ટ્રાક્ટરની સહી: ૨૫/૪/૧૪

તમામને વ્યક્તિગત રીતે જોડીઓની બજાવણી કરવી શક્ય ન હોય આથી એકતરફી દુકમ કરૂં છું. જાહેર જનતાની જાણ સારું સ્થાનિક વર્તમાન પત્ર આકાશવાણી અને ફરદગીન કેન્દ્ર પારકુને પ્રસિધ્ધી દ્વારા તથા પોલીસ સ્ટેશનના પોલીસ ઇન્સ્પેક્ટર, મહત્વનીશ પોલીસ ઇન્સિસર, નાયબ પોલીસ ઇન્સિસર તથા પોલીસ ઇન્સિસર કચેરીના બોટીશ બોર્ડ ઉપર દુકમની નકલ ચોટાડી પ્રસિધ્ધી કરવામાં આવશે તેમજ સહેલાઈથી જોઈ શકાય તેવી જાહેર જગ્યાઓ ઉપર દુકમની નકલ ચોટાડી પ્રસિધ્ધી કરવામાં આવશે ગુજરાત પોલીસ બેંકેટ ક્લાય ૧૯૭૩ મુજબ પોલીસ અધિકારીઓ પણ આ દુકમની જાહેરાત કરવા અધિકૃત ગણાશે.

આજ તારીખથી એપ્રિલ-૨૦૧૪ ના રોજ માસે સદી અને સિદ્ધી કરી આગેલ છે.



(સહી)
 પોલીસ ઇન્સિસર
 રાજકોટ શહેર, રાજકોટ

જાહેર જાણના

- (૧) અરુ સચિવશી, ગુરૂ વિભાગ, ગાંધીનગર.
- (૨) પોલીસ મહાનિદેશક અને મુખ્ય પોલીસ અધિકારીશી, ગુ. રા. ગાંધીનગર
- (૩) અધિક પોલીસ મુખ્ય ડિરેક્ટરશી (ઈન્ડે.) ગુ. રા. ગાંધીનગર.
- (૪) પોલીસ ઇન્સિસરશી, અમદાવાદ શહેર, વડોદરા શહેર, સુરત શહેર.
- (૫) ખાસ મુખ્ય પોલીસ અધિકારીશી, રાજકોટ કેન્દ્ર, રાજકોટ.
- (૬) જીલ્લા પોલીસ અધિકારીશી, રાજકોટ ક્લાય, રાજકોટ.
- (૭) ડેવિડરશી, રાજકોટ શહેર
- (૮) મ્યુનિસિપલ ઇન્સિસરશી, રાજકોટ શહેર.
- (૯) નિયામકશી, માહિતી ખાતું રોજુવારુક મહેલ બાબત મુખ્ય સચિવાલય પ્લોટ નં.૩, વીજા માળે, ગુ. રા. ગાંધીનગર.
- (૧૦) જીલ્લા સરકારી લકિલશી, સેક્શન ગ્રેડે, રાજકોટ.
- (૧૧) ટેલિગ્રાફી, અલ્ટીમેટ પેશ, રાજકોટ. (સિગ્નેલ બાબત નાં પ્રસિધ્ધ કરવા માટે).
- (૧૨) મહત્વનીશ પોલીસ ઇન્સિસરશી, પૂર્વ પશ્ચિમ વિભાગ, રાજકોટ શહેર.
- (૧૩) આર્થ. ઇન્સિસરશી, (ઈન્ડે.), રાજકોટ રીક્રીમલ, રાજકોટ.
- (૧૪) નાયબ પોલીસ અધિકારીશી, / પો. ઈન્ડે. શી, રાજકોટ શહેર, જંજીરન પી. સે.
- (૧૫) તમામ પો. સે. ઈન્ચાર્જશીઓ, રાજકોટ શહેર(નકલ) ચોટાડી લાઉટ સ્પીકર વાહન દ્વારા જાહેરાત કરાવવા માટે
- (૧૬) તમામ ઇન્ડે. તથા માળા ઈન્ચાર્જશીઓ, રાજકોટ શહેર.
- (૧૭) ઇન્ડોલ ઈન્ચાર્જશી, રાજકોટ શહેર (૧૦ નકલ) વર્તમાનપત્રોને આપવી.
- (૧૮) ટેલર ઇન્સિસરશી, ... તમામ ખાતેની સભ્યશીને અવગત કરવા માટે

નકલ પ્રસિધ્ધી કરવાના

- (૧) રજીસ્ટ્રારશી, ડાઈરેક્ટ, ગુ. રા. સોલારીસ બનાવવા.
 - (૨) રજીસ્ટ્રારશી, ડીસ્ટ્રીક્ટ એન્ડ સેશન્સ કોર્ટ, રાજકોટ.
 - (૩) રજીસ્ટ્રારશી, સીડ જ્યુડીશિયલ મેજ. ડા. ડી.કે. રાજકોટ.
 - (૪) રજીસ્ટ્રારશી, મેટ્રીકલ સેશન્સ જજ કોર્ટ, રાજકોટ.
 - (૫) એકઝીક્યુટીવ મેજ. શી, રાજકોટ શહેર
 - (૬) એકઝીક્યુટીવ મેજ. શી, રાજકોટ તાલુકા
 - (૭) સવુંકર, માહિતી, નિયામકશી, રાજકોટ.
- (સ્થાનિક વર્તમાનપત્રો, આકાશવાણી તથા ફરદગીન કેન્દ્રમાં પ્રસિધ્ધ કરવા અને વર્તમાનપત્રોની કાપડીઓ ષોટલવા માટે)

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સામન.ખા./લીગલ/ખા.નં. ૧૮૩/૧૯

રાજકોટ મહાનગરપાલિકા

લીગલ શાખા

તા.૧૮/૨/૨૦૧૭

ક્રમ:

વ્યાજ : લીગલ શાખા નં.૧૮૩/૨૦૧૭ ૧૦

રાજકોટ મહાનગરપાલિકાની કામગીરી માટે જાહેર-જાહેર શાખાઓ બરા કામગીરીના પકડાને પતાવે લઈ નિરામ અનુસારની પકિયા અનુસરીને બેજનરી/સપ્લાયર/કોન્ટ્રાક્ટર સામે જોગવાઈનો ડેન્ડર/કરારનામમાં આવે છે. મહાનગરપાલિકાની કામગીરી સંદર્ભે તૈયાર કરવામાં આવતા ડેન્ડર/કરારનામમાં વખતો વખતની જરૂરીયાતને ધ્યાને લઈ આર્બિટ્રેશન (Arbitration) ની જોગવાઈનો સમાવેશ કરવામાં આવેલ છે.

રાજકોટ મહાનગરપાલિકાની કામગીરી માટે કરવામાં આવેલ કરારનામોની શરતો અનુસારને અમુક બેજનરી/સપ્લાયર/કોન્ટ્રાક્ટર બરા છેલ્લા કેટલાક વર્ષોથી નામદાર લાઇસેન્સ સમત આર્બિટ્રેશનની નિયુક્તિ અંગે પીટીશનો કરવામાં આવે છે, જેના કારણે મહાનગરપાલિકાની કામગીરીના કારણમાં વધારો શરૂ થયેલ છે, અને સર્જિત અધિકારીશ્રીઓને વારંવાર અમાલાવાદ ખાતે હજાર રહેવું પડવું હોય તેના કારણે અગત્યના પ્રોજેક્ટો સહીત કચેરીની કામગીરી તેમજ પ્રાકૃતિક કામો ઉપર વિપરીત અસર થવા પામેલ છે, તેમજ અરજદારોને હેરાન યાત્રું પડે છે. આ અંગે કાયદાકીય, સાબાના અભિપ્રાય અને પ્રકરણની વિગતો જોતા આ કામે લેકલિવિક ઉપાય (legal remedy) ઉપલબ્ધ હોય મહાનગરપાલિકાના ડેન્ડર/કરારનામમાં આર્બિટ્રેશનની જોગવાઈઓને સામેલ કરવાનું ઉચિત જણાવું નથી.

આથી - રાજકોટ મહાનગરપાલિકાના કામે કરવામાં આવતા ડેન્ડર કોન્ટ્રાક્ટ અને કરારનામમાં આર્બિટ્રેશન (Arbitration) ને લગત જોગવાઈઓ દૂર કરવાનો - અને તેના બદલે 'ડેન્ડરની શરત/કરારનામોની શરતના અર્થપટન સંદર્ભે મહાનગરપાલિકાના કમિશનરશ્રીનો નિર્ણય આપરી અને બંધનકર્તા રહેશે.' અને 'ડેન્ડરની/કરારનામોની શરતો અંગે કોઈ પણ બાબતે વિવાદ ઉપસ્થિત થયે રાજકોટની ટિવાની અદાલતની હકુમત રહેશે.' તેવી શરતોને મહાનગરપાલિકાના કામ અર્થે તૈયાર કરવામાં આવતા તમામ કામગીરીના પરિપત્રો/ડેન્ડર કોન્ટ્રાક્ટ તેમજ કરારનામમાં સમાવેશ કરવાનો આથી હુકમ કરવામાં આવે છે.

આ હુકમનો અગત્ય તાત્કાલિક અસરથી મુસ્તાપણે કરવો.

કમિશનર
રાજકોટ મહાનગરપાલિકા
2

બકલ રવાના જાણ અર્થે : નાયબ કમિશનરશ્રી (તમામ)

બકલ રવાના જરૂરી કાર્યવાહી અર્થે : તમામ શાખાધિકારીશ્રીઓ

2385

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

Government of Gujarat

Finance Department

GR. No.: EMD/10/2019/50/DMO

Date: 01/11/2019

Read: FD GR. No.: EMD/10/2018/18/DMO Dt. 16/04/2018

FD GR. No.: EMD/10/2019/50/DMO Dt. 18/06/2019

Preamble:

Tendering authorities of State Government and State Government Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. State Government had issued the list of eligible banks vide above mentioned resolution of this department Dt. 16-04-2018 and 18-06-2019.

After careful considerations, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted and it has now been decided to resolve as follows:

Resolution:

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

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

By order and in the name of the Governor of Gujarat

રાજકોટ મુનિસિપલ કોર્પોરેશન
બંધારણ નંબર ૨૨૧
તારીખ ૨૫/૧૧/૧૯

રાજકોટ મહાનગરપાલિકા
સેક્શન નંબર, સેક્ટર નંબર
કોમ્પો-સી.સી. વિભાગ
કે-વર્ક નં. 155
તારીખ 16/11/19

16/11
DEC 11 2019
A/C
o/c file

(S. Chhakchhuak)
Joint Secretary (B)
Finance Department

(TICK)
CHEMISH

Annexure I.

Finance Department, GR. No.: EMD/10/2019/50/DMO

Date: 01/11/2019

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

❖ All Nationalized Banks

(B) Guarantees issued by following Banks will be accepted as SD/EMD for the period up to March 31, 2020. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

- ❖ Axis Bank
- ❖ Baroda Gujarat Gramin Bank
- ❖ DCB Bank
- ❖ HDFC Bank
- ❖ ICICI Bank
- ❖ IndusInd Bank
- ❖ Kotak Mahindra Bank
- ❖ Nutan Nagarik Sahakari Bank Ltd.
- ❖ Rajkot Nagarik Sahakari Bank Ltd.
- ❖ RBL Bank
- ❖ Saurashtra Gramin Bank
- ❖ The Ahmedabad Mercantile Co-Op. Bank Ltd.
- ❖ The Kalupur Commercial Co-operative Bank Ltd.
- ❖ The Mehsana Urban Co-Operative Bank Ltd.
- ❖ The Surat District Co-Operative Bank Ltd.

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



(S. Chhakchhuak)

Joint Secretary (B)

Finance Department

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To,

The Secretary to His Excellency Governor of Gujarat, Raj Bhavan, Gandhinagar

Principal Secretary to Hon. Chief Minister

PS to Hon. Deputy Chief Minister /Finance Minister

PS to all Hon. Ministers, State Ministers and Deputy Ministers

PS to Hon'ble Leader of Opposition Party

The Secretary, Gujarat Legislative Assembly, Secretariat, Gandhinagar

PS to Chief Secretary

PS to Additional Chief Secretary, Finance Department

PS to Secretary (EA), Finance Department

PS to Secretary (Expenditure), Finance Department

PS to Joint Secretary (B), Finance Department

All Administrative Departments, Sachivalaya, Gandhinagar

All Heads of Department

All Public Enterprises of the State

All State's Boards/Corporations/Societies

Accountant General-I (Audit) Gujarat, Ahmedabad

Accountant General (A&E) Gujarat, Ahmedabad

Accountant General-II (Audit) Gujarat, Rajkot

Accountant General (A&E) Gujarat, Rajkot

Pay and Accounts Office (Gandhinagar/Ahmedabad)

Chief Information Officer, Finance Department

All Add. Secy./Joint Secy./Dep. Secy./Under Secy, Finance Department

All Branches, Finance Department

System Manager, Finance Department for put up on GSWAN website

Select File DMO-Finance Department

