

CCRS within SLA time (Category & Problem wise)				Category & Problem wise Penalty		
Department	Category	Problem	SLA	Penalty 10% (Hours)	Penalty 20% (Hours)	Penalty 30% (Hours)
Engineering	Water>>Engineering	Water-low pressure	240 Hours	240	480	720
Engineering	Water>>Engineering	Water-No Supply	240 Hours	240	480	720
Engineering	Water>>Engineering	Water -Other	72 Hours	72	144	216
Engineering	Water>>Engineering	Water-Leakage In Main Line	48 Hours	48	96	144
Engineering	Water>>Engineering	Water-Pollution In Supply	24 Hours	24	48	72
Engineering	Drainage>>Engineering	Drainage- Manhole Cover Missing	24 Hours	24	48	72
Engineering	Drainage>>Engineering	Drainage-Other	48 Hours	48	96	144
Engineering	Drainage>>Engineering	Drainage- Choking Of Line	48 Hours	48	96	144
Engineering	Drainage>>Engineering	Drainage-Public Toilets and Urinals - Drainage Line Blockage or Choking	72 Hours	72	144	216
Engineering	Road	Road-Other	48 Hours	48	96	144
Engineering	Road	Road-Bhuva On Road	48 Hours	48	96	144
Engineering	Road	Road-Repair Require	72 Hours	72	144	216
Engineering	Storm Water	Road-Waterlogged Due To Rain	24 Hours	24	48	72
Engineering	Storm Water	Road-Catch Pit Repairing	96 Hours	96	192	288
Engineering	Public Building	Public Building-Public Toilets and Urinals - Repairing of Doors, Windows, Tiles or Sheets	360 Hours	360	720	1080
Engineering	Footpath	Road-Footpath Repairing	168 Hours	168	336	504
Engineering	Building>>Engineering	Building-Municipal Schools Repairing	168 Hours	168	336	504

ઉપરોક્ત પેનલ્ટીની સમયમર્યાદા બાદ પણ કામગીરી કરવામાં ન આવે તો પુરેપુરી કામગીરીની રકમ જેટલી પેનલ્ટી લાગુ પડશે.

STRIKE ACTION / PENALTY CLAUSE FOR ARC TENDER (Road Work, Building Work & Footpath Work)

SPECIAL CONDITIONS OF CONTRACT

The contractor shall execute and complete the works strictly in accordance with the specifications, approved drawings, work orders, and schedule of quantities issued by AMC from time to time.

The contractor shall maintain adequate manpower, machinery, tools, vehicles, and materials for immediate attending of complaints and maintenance works under the Annual Rate Contract (ARC).

The contractor shall attend all complaints within the stipulated Service Level Agreement (SLA) time mentioned in the tender. Failure to attend or complete the work within the prescribed SLA period shall attract penalties as mentioned below.

If the contractor fails to attend the complaint within the stipulated time, or the complaint remains pending beyond SLA, AMC shall recover penalty from the contractor's running bills, security deposit, or any other dues payable.

Repeated negligence, non-performance, delay in attending complaints, poor workmanship, or failure to maintain services properly shall be treated as breach of contract and AMC shall have the right to take strict action including suspension of work order, withholding payment, blacklisting, termination of contract, and forfeiture of security deposit.

Where complaints remain unattended beyond the SLA period continuously, AMC may get the work executed through another agency at the risk and cost of the contractor. The additional expenditure incurred shall be recovered from the contractor.

PENALTY STRUCTURE FOR NON-COMPLIANCE

Department	Category	Nature of Complaint	SLA	Penalty Per Day (Rs.)
Engineering	Road	Potholes on road	24 Hours	500
Engineering	Road	Patch work / relaying of road portion	72 Hours	500
Engineering	Road	Deep pit / major settlement of road	48 Hours	1000
Engineering	Road	Removal of waste/ dust after resurfacing	72 Hours	500
Engineering	Footpath	Footpath repairing work	168 Hours	500
Engineering	Public Building	No water supply in public building	24 Hours	500

Department	Category	Nature of Complaint	SLA	Penalty Per Day (Rs.)
Engineering	Public Building	Repair of public toilet/urinal doors, windows, tiles, sheets etc.	360 Hours	1000
Engineering	Public Building	Other maintenance works	168 Hours	500

STRIKE ACTION CLAUSE

In case the contractor fails to attend complaints repeatedly or fails to comply with SLA conditions:

1. First Default: Written warning shall be issued.
 2. Second Default: Penalty shall be imposed as per tender conditions.
 3. Third Default: AMC may issue Strike Notice and suspend further work orders.
 4. Continuous Non-Performance: AMC shall have the right to terminate the ARC contract and blacklist the contractor for future AMC tenders.
- The decision of AMC regarding performance, penalty, strike action, or termination shall be final and binding on the contractor.

PERFORMANCE GUARANTEE AND PERFORMANCE NON-COMPLIANCE BANK GUARANTEE

The contractor shall submit a Performance Guarantee equivalent to **5% of the contract value** towards the Defect Liability Period for due and satisfactory performance of the contract. AMC shall have the right to recover any penalties, damages, compensation, risk-cost amounts, or other dues from the said Performance Guarantee and other payable amounts.

In addition to the above, a separate amount equivalent to **5% shall be deducted from each Running Account (R.A.) Bill** towards Performance Non-Compliance Guarantee. The said amount shall be reviewed on weekly performance basis and may be released along with the subsequent bill payment subject to satisfactory compliance of work and SLA conditions.

If the contractor fails to comply with the prescribed Service Level Agreement (SLA), penalties shall be imposed as per the tender conditions and penalty schedule mentioned here in above.

In case the contractor continues to default or fails to improve performance even after levy of penalties and issuance of notices, AMC shall have the right to:

1. Forfeit the 5% Performance Non-Compliance Guarantee wholly or partly;
2. Recover additional risk and cost incurred by AMC;
3. Suspend further work orders;
4. Terminate the contract; and/or
5. Blacklist the contractor from participating in future AMC tenders.

The forfeited amount shall not be refunded under any circumstances and the decision of AMC in this regard shall be final and binding on the contractor.

AMC reserves the absolute right to alter, delete, or revise any terms and conditions, specifications, scope of work, SLA provisions, penalty structure, performance guarantee conditions, strike action provisions, or any other clause of the tender/contract at any stage during the currency of the contract in the public interest and for effective execution of work.

દક્ષિણ પશ્ચિમ ઝોનનાં વાર્ષિક રેઈટ ટેન્ડરમાં મરામત-નિભાવનાં ડ્રેનેજ, પાણી, રોડ, બિલ્ડિંગના જુદા જુદા કામો તથા સ્ટે.ક.ઠ.નં. ૯૩૯ તા.૨૭.૦૭.૨૦૧૨ થી વાલ્મીકી સમાજની મંડળીઓને આપવામાં આવતા ડ્રેનેજ ડીસીલ્ડિંગના કામો માટે નાગરિક અધિકાર પત્રકમાં જણાવેલ સમય મર્યાદામાં ફરિયાદનો નિકાલ કરવા તેમજ સેવાકીય કામગીરી સમય મર્યાદામાં પુર્ણ થાય તે માટે ઇ-ગવર્નન્સ સી.સી.આર.એસ. પ્રોજેક્ટ અંતર્ગતતા.૨૧.૦૮.૨૦૨૧ના સરક્યુલર તથા સીટી ઇજનેર ખાતુ પરિપત્ર નં.૨ તા. ૦૭.૧૦.૨૦૨૩ ના પરિપત્ર,મ્યુ.કમિ.શ્રીની તારીખ ૨૩.૦૪.૨૦૨૬ ની મીનીટસ ઓફ મીટીંગ નાં મુદ્દા નં.૨૧ અનુસંધાને ડ્રાફ્ટ માં સામેલ પેનલ્ટી શરતો ટેન્ડરમાં રાખવાની અને તે મુજબ ની પેનલ્ટી વસુલવાની ટેન્ડર શરતો નીચે મુજબ છે.

૧. સી.સી.આર.એસ.માં નોંધાતી ફરિયાદ વોર્ડનાં ઇજનેર સ્ટાફ દ્વારા કોન્ટ્રાક્ટર/એજન્સીને વોટસએપ/ટેલીફોનિક માધ્યમથી અથવા રૂબરૂ લેખીતમાં ફરિયાદ આપવામાં આવશે.સદર ફરિયાદની કામગીરી એસ.એલ.એ. ની સમય મર્યાદામાં કરવાની રહેશે.
૨. કામગીરી પુર્ણ થયા બાદ તેના ફોટોગ્રાફ,સર્ટીફિકેટ અને કામગીરી પુર્ણ થયા ની જાણ એસ.એલ.એ. સમય મર્યાદામાં વોર્ડના સ્ટાફને કરવાની રહેશે.
૩. જો આપને આપેલ ફરિયાદ એસ.એલ.એ. સમય મર્યાદામાં પુર્ણ નહી થાય તો આ સામેલ કોષ્ટક મુજબની પેનલ્ટી ની રકમ આપનાં બીલ માંથી વસુલ કરવામાં આવશે.
૪. આપને સોંપવામાં આવેલ સી.સી.આર.એસ. ફરિયાદો નો રીપોર્ટ અઠવાડીક ધોરણે નિયત ફોર્મેટમાં પ્રમાણીત કરી વોર્ડ ઓફિસે રજુ કરવાનો રહેશે.
૫. કોન્ટ્રાક્ટર દ્વારા અરજદાર ને ફોન કર્યા બાદ સદર ફરિયાદ અન્ય વોર્ડ કે અન્ય ડિપાર્ટમેન્ટ કે અ.મ્યુ.કોર્પોરેશન ના કાર્યક્ષેત્ર માં ન આવતી હોઈ તેની જાણ વોર્ડ સ્ટાફ ને તાત્કાલિક કરવાની રહેશે.

➤ સી.સી.આર.એસ ફરિયાદ સમય મર્યાદા માં નિકાલ ન થવાના સંજોગો માં કરવાની થતી પેનેલ્ટી ની વિગત નીચે મુજબ છે.

Sr. No.	Department	Category	Problem	SLA	Penalty per one Problem per day in Rs.
1	Engineering	Water>>Engineering	Inadequate water or low inflow pressure - Eng	240 Hours	500
2	Engineering	Water>>Engineering	Leakage In Pipe Line - Eng	48 Hours	500
3	Engineering	Water>>Engineering	Water quality-Polluted water - Eng	24 Hours	500
4	Engineering	Water>>Engineering	No Water - Eng	240 Hours	500
5	Engineering	Drainage>>Engineering	Drain Blockage or Choking on TP road - Eng	48 Hours	500
6	Engineering	Drainage>>Engineering	Overflowing of main line and distribution line on road - Eng	48 Hours	1000
7	Engineering	Drainage>>Engineering	No Drainage Manhole cover - Eng	24 Hours	1000

8	Engineering	Drainage>>Engineering	Frequent Breakdown & Blockage of Drain - Eng	96 Hours	500
9	Engineering	Road	Pot holes on the Road	24 Hours	500
10	Engineering	Road	Patch work Relaying of a portion of road	72 Hours	500
11	Engineering	Road	Deep Pit - Large settlement of road	48 Hours	1000
12	Engineering	Road	Removal of waste-Dust Lying on both side of the road after re surfacing	72 Hours	500
13	Engineering	Footpath	Footpath Repairing Required	168 Hours	500
14	Engineering	Public Building	No Water Supply In A Public Building	24 Hours	500
15	Engineering	Public Building	Public Toilets and Urinals - Repairing of Doors, Windows, Tiles or Sheets	360 Hours	1000
16	Engineering	Public Building	Other Maintenance	168 Hours	500
17	Engineering	Drainage>>Engineering	Contractor Had not disposed off the Manhole Silt Properly - Eng	48 Hours	500
18	Engineering	Drainage>>Engineering	Raising the Manhole Cover & Catch Pit Up To the Road Level - Eng	168 Hours	500
19	Engineering	Drainage>>Engineering	Lowering the Manhole cover & Catch pit - Eng	168 Hours	500
20	Engineering	Drainage>>Engineering	Public Toilets and Urinals - Drainage Line Blockage or Choking	72 Hours	500
21	Engineering	Drainage>>Engineering	Public Toilets and Urinals - Drainage Line Breakage	168 Hours	500
22	Engineering	Water>>Engineering	Public Toilets and Urinals - Non-Availability of Water/Cleaning of Water Tank/Broken Tank Cover	168 Hours	500