

ULHASNAGAR MUNICIPAL CORPORATION
Water Supply & Sewerage Department

TENDER NO: UMC/WSSD/EE/MECH-01 OF 2014-2015



**Operation, Maintenance and repairs to Sewage Treatment Plant with
22/0.433 Volt H.T. Sub-Stations at Khadegolavli in Ulhasnagar.**

TENDER DOCUMENT

**City Engineer
Ulhasnagar Municipal Corporation
Ulhasnagar**

ULHASNAGAR MUNICIPAL CORPORATION
Water Supply & Sewerage Department

TENDER NO: WSSD/EE/MECH/01 OF 2014-15



Name of work :- Operation, Maintenance and repairs to Sewage Treatment Plant with 22/0.433 Volt H.T. Sub-Stations at Khadegolavli in Ulhasnagar.

Issued to :- M/S.....

Receipt No. :-

Date :-

City Engineer
Ulhasnagar Municipal Corporation
Ulhasnagar

Contractor

No of Correction

Executive Engineer

ULHASNAGAR MUNICIPAL CORPORATION
Water Supply & Sewerage Department

Name of work: - Operation, Maintenance and repairs to Sewage Treatment

Plant with 22/0.433 Volt H.T. Sub-Stations at Khadegolavli in

Ulhasnagar.

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No of Correction

Executive Engineer

ULHASNAGAR MUNICIPAL CORPORATION
WATER SUPPLY AND SEWERAGE DEPT.

E-TENDER NOTICE

Online Tenders in B-1 form are invited by Ulhasnagar Municipal Corporation, Ulhasnagar from registered Contractors with Govt./Semi Govt. and any Government Organization, P.W.D. (Electrical), M.J.P., Etc. and having Experience in Carrying out Electrical / Mech. & allied work of Pure Water / Drainage Pumping Stations .

Name of work: Operation, Maintenance and repairs to Sewage Treatment Plant with 22/0.433 Volt H.T. Sub-Stations at Khadegolavli in Ulhasnagar.

Estimated cost put to tender : **Rs. 33,85,924/-**

EMD Amount : **Rs. 33,859/-**

Online Tender Document Download	21-06-2014 15:01 Hrs To 11-07-2014 17:00 Hrs
Online Bid Upload/Submission	21-06-2014 15:01 Hrs To 11-07-2014 17:00 Hrs
Online transfer of custody of Bid	14-07-2014 13:01 Hrs To 17-07-2014 17:00 Hrs

Security Deposit

A) Initially : **3 % Rs. 1,01,578/-**

B) Through bills : **2 % Rs. 67,718/-**

Validity of offer : **180 days from the date of tender opening.**

The Tender form will be available online only. Tender forms will not be sold manually from Water Supply & Sewerage Dept. Ulhasnagar Municipal Corporation. Bid should be submitted online only as per above Schedule.

Eligibility criteria and detailed tender notice is also available at the office of Executive Engineer (Water Supply & Sewerage Dept), Ulhasnagar Municipal Corporation, Ulhasnagar-3.

Pre-Bid Conference will be held on **30/06/2014** at 15.00 Hrs. in the office of the City Engineer, Ulhasnagar Municipal Corporation, Ulhasnagar.

Rights to reject any or all tenders without assigning any reason thereof is reserved by the Hon. Commissioner, Ulhasnagar Municipal Corporation, Ulhasnagar.

**City Engineer,
Ulhasnagar Municipal Corporation
Ulhasnagar**

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ULHASNAGAR MUNICIPAL CORPORATION
WATER SUPPLY AND SEWERAGE DEPT

NOTICE DETAILS

Tender Reference no.	WSSD/EE/MECH/02 OF 2014-15
Cost of blank tender document & Mode of Payment	Rs. 5,000/- to be deposited in Ulhasnagar Municipal Corporation E-Tender Account No.913020006981818 of Axis Bank.
Last Date and Time of Submission of [Mode of Payment] for Tender Document Fees	On or before last date of Online Submission of Bid on working days.
EMD Amount & Mode of Payment	Rs. 33,859/- to be Submitted by D.D. Drawn in the name of Hon. Commissioner Ulhasnagar Municipal Corporation, Ulhasnagar.should be deposited in e-tender Axis Bank Account No.910020045246070.
Last Date and Time of Submission of Original EMD (Demand Draft)	On or before last date of Online transfer of Custody of Bid on working days.
Date ,Time and Place of Pre Bid Meeting	On 30/06/2014 at 15:00 Hrs in the office of City Engineer, Water Supply & Sewerage Dept., Ulhasnagar Municipal Corporation.
Venue of online opening of tender	City Engineer Office, Water Supply & Sewerage Dept. Ulhasnagar Municipal Corporation.
Address for Communication	Executive Engineer, Water Supply & Sewerage Dept. Ground floor, Near Chopda Court, Ulhasnagar Municipal Corporation. Ulhasnagar-3.
Contact Telephone & Fax Numbers	02151-2720116-125, Ext.214 Fax No. 0251-2720104
e-Tendering Helpline Support: Monday to Friday - 09:00 AM - 08:00 PM Saturday - 09:00 AM - 06:00 PM	<u>Telephone:</u> 020 - 253 155 55 / 56 <u>Email:</u> support.gom@nextenders.com

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Executive Engineer

ULHASNAGAR MUNICIPAL CORPORATION
WATER SUPPLY AND SEWERAGE DEPT.

TENDER SCHEDULE

Please Note: All bid related activities (Process) like Tender Document Download, Bid Upload/Submission, and Online Transfer of Custody of Bid will be governed by the time schedule given under Key Dates below:

Sr. No.	Activities	Start Date & Time	--	Expiry Date & Time
1	Online Tender Release	21-06-2014 11:00 Hrs	To	21-06-2014 15:00 Hrs
2	Online Tender Document Download	21-06-2014 15:01 Hrs	To	11-07-2014 17:00 Hrs
3	Online Bid Upload/Submission	21-06-2014 15:01 Hrs	To	11-07-2014 17:00 Hrs
4	Online Technical Bid Closing	11-07-2014 17:01 Hrs	To	14-07-2014 13:00 Hrs
5	Online Commercial Bid Closing	11-07-2014 17:01 Hrs	To	14-07-2014 13:00 Hrs
6	Online transfer of custody of Bid	14-07-2014 13:01 Hrs	To	17-07-2014 17:00 Hrs
*7	Online Tender Opening(Technical)	18-07-2014 11:00 Hrs	To	19-07-2014 17:00 Hrs
*8	Online Tender Opening(Commercial)	18-07-2014 11:00 Hrs	To	19-07-2014 17:00 Hrs

Activities to be performed by the Department

Activities to be performed by the Bidders

** Dates mentioned here, are proposed dates for Bid Opening Activities. Exact date of opening of technical and commercial bids shall be notified in the Press Notice / Corrigendum section of the website before opening of the same.*

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ULHASNAGAR MUNICIPAL CORPORATION
WATER SUPPLY AND SEWERAGE DEPARTMENT

DETAILED TENDER NOTICE

Online Tenders in B-1 form are invited by Ulhasnagar Municipal Corporation, Ulhasnagar from registered Contractors with Govt., Semi Govt. and any Government Organization, P.W.D. (Electrical), M.J.P., Etc. and having Experience in Carrying out Electrical / Mech. & allied work of Pure Water / Drainage Pumping Stations .

1. Name of work: Operation, Maintenance and repairs to Sewage Treatment Plant with 22/0.433 Volt H.T. Sub-Stations at Khadegolavli in Ulhasnagar.

2 **Estimated Cost put to tender** : **Rs. 33,85,924/-**

3 **Earnest Money Deposit** : **Rs. 33,859/-**

4 **Security Deposit**

The successful tenderer shall have to furnish an amount of minimum 3% of the estimated cost. i.e. **Rs. 1,01,578/-** only in the form of FDR from Scheduled Bank initially pledged in the name of Commissioner, Ulhasnagar Municipal Corporation, Ulhasnagar valid for 18 months. Bank Guarantee will not be accepted. The minimum 2% of the tender cost i.e. **Rs. 67,718/-** only will be recovered from the monthly R.A. Bills.

5 **Time of Completion of Work**

12 Months from the date of work order or upto finalization of next tender.

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6) **PURCHASE AND DOWNLOADING OF TENDER FORM:**

The tender document is uploaded / released on Government of Maharashtra, (GOM) e-tendering website <https://maharashtra.etenders.in>. Tender document and supporting documents may be purchased and downloaded from following link of **Ulhasnagar Municipal Corporation** on e-Tendering website of Government of Maharashtra, <https://UMC..maharashtra.etenders.in> by filling Demand Draft details online. Subsequently, bid has to be prepared and submitted online ONLY as per the schedule.

The Tender form will be available online only. Tender forms will not be sold manually from Water Supply and Sewerage Department, Ulhasnagar Municipal Corporation, Ulhasnagar

Only those Tender offers shall be accepted for evaluation for which non-refundable Tender Fee of Rs.5,000/- (INR Five Thousand Only), in the form of Demand Draft drawn in favour of “Commissioner, Ulhasnagar Municipal Corporation” payable at par at Mumbai, is deposited in the Ulhasnagar Municipal Corporation E-Tender account no. 913020006981818 of Axis Bank on or before scheduled date given in *NOTICE DETAILS* of the tender on working days.

The bidders are required to download the tender document within the pre-scribed date & time mentioned in online tender schedule. After expiry of the date and time for tender document download, Department / Corporation will not be responsible for any such failure on account of bidders for not downloading the document within the schedule even though they have paid the cost of the tender to the Department / Corporation. In such case the cost of the tender paid by the bidders will not be refunded.

7) **PREPARATION & SUBMISSION OF BIDS**

Both the Bids (Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

Online Bid Upload/Submission

TECHNICAL BID

Following documents should be uploaded in Online Technical Envelope (T1) in PDF format, if required can be Zipped as well and then uploaded. These documents need to be digitally signed by individual contractor's digital signature and uploaded during **Online Bid Upload/Submission Stage**.

The list of documents for Technical Envelope is as follows:

- a) The tender will be given to only those contractors who are fulfilling the following eligibility criteria.
 - i) Registration in (Electrical/Mechanical) above with Maharashtra Jeevan Pradhikaran/Public works Department (Electrical)/Government/Semi Govt./or any Semi Govt. organization.
 - ii) Valid Electrical License issued by PWD (Electrical)

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- iii) Valid Certificate of Registration with Work contract tax, ESIC & Employees Provident Fund.
- iv) Pan Card for income tax.
- v) Experience in carrying out the operation & Maintenance of Pure Water Pumping Stations/Sewage Pumping Stations of one plant having minimum 14 MLD capacity in MJP/PWD/GOVT./Semi Govt./MIDC/CIDCO/Municipal Corporations and Carrying out the installation works of 20 H.P. Pumping Machinery with all allied Electrical/mechanical works with 100 KVA Transformer.
- vi) Certificate regarding experience as per above should be from an officer not below the rank of Executive Engineer.
- vii) All the documents shall be duly attested.
- viii) List of Machinery, tools & Plants available with the tender for use on this work.
- ix) Similar type of work in hand. (As per Sr.No.-v above)
- x) Scanned copy of (i) both sides of stamped Bank Challan (ii) Demand Draft for amount deposited towards tender document fees.
- xi) Scanned copy of Demand Draft for amount deposited towards Earnest Money Deposit.

COMMERCIAL BID

All financial offers must be prepared and submitted online (An online form will be provided for this purpose in Online Commercial Envelope (C1), during **Online Bid Upload/Submission Stage**).

Any bidder should not quote his offer anywhere directly or indirectly in Technical Envelope (T1), failing which the Commercial Envelope (C1) shall not be opened and his tender shall stand rejected.

Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope. Once a bidder successfully completes the Bid Preparation stage (by generating the Hash Values for T1 and C1), system won't allow him/her to make any further changes or modifications in the bid data.

Online Transfer of Custody of Bids

During this stage, bidders who have successfully completed their Bid Upload/Submission stage are required to transfer the data, already uploaded by them during Bid Upload/Submission stage, from their custody to department's custody. During this stage, bidders won't have any capability to make any kind of changes or editing into technical as well as commercial data.

EARNEST MONEY DEPOSIT (EMD)

Bidders are required to submit the Bank Guarantee amounting to Rs.33,859/- (Rupees Thirty Three Thousand Eight Hundred Fifty Nine Only) as Earnest Money Deposit in form of Demand Draft Drawn in the name of "Commissioner, Ulhasnagar Municipal Corporation" deposited in e-tender Axis Bank Account No.910020045246070 on scheduled date given in **NOTICE DETAILS** of the tender on working days.

Offers made without Earnest Money Deposit shall be rejected. The Demand Draft must be of a **Scheduled Bank / Nationalized Bank having office or branch in Mumbai.**

10 **Arbitration**

Tenders with stipulation for settlement of a dispute by relevant Arbitration will not be entertained.

11 Right to reject any or all the tenders without assigning any reason thereof is reserved by the Commissioner, Ulhasnagar Municipal Corporation.

**City Engineer
Ulhasnagar Municipal Corporation
Ulhasnagar**

ULHASNAGAR MUNICIPAL CORPORATION
WATER SUPPLY & SEWERAGE DEPARTMENT

Name of work: - **Operation, Maintenance and repairs to Sewage Treatment Plant with 22/0.433 Volt H.T. Sub-Stations at Khadegolavli in Ulhasnagar.**

INSTRUCTIONS TO TENDERER

INSTRUCTION TO BIDDERS FOR ONLINE BID UPLOAD/SUBMISSION & ONLINE TRANSFER OF CUSTODY OF BIDS.

During the activity of **Bid Upload/Submission**, the tenderer is required to upload all the documents of the technical bid by scanning the documents and uploading those in the PDF format. This activity of uploading the documents as well as preparation of commercial bid and other Annexures enclosed with the tender (if any) should be completed within the pre-scribed schedule given for bid upload/Submission.

After **Bid Upload/Submission**, the tenderer is required to complete **online Transfer of Custody of Bid** activity within pre-scribed schedule without which the tender will not be submitted.

Interested contractors / bidders will have to make online payment (using credit card/debit card/net banking/Cash Card) of Rs.1038/- (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify Nex Tenders) at the time of entering **Online Bid Upload/Submission** stage of the tender schedule.

Non-payment of processing fees will result in non submission of the tender and Department will not be responsible if the tenderer is not able to submit their offer due to non- payment of processing fees to the e-tendering agency.

Detailed list of different modes of online payment to e-tendering service provider (**E-Payment Options**) has been provided under **E-Tendering Toolkit For Bidder** section of **<https://maharashtra.etenders.in>**.

The date and time for online Transfer of Custody of Bid of envelopes shall strictly apply in all cases. The tenderers should ensure that their tender is prepared online before the expiry of the scheduled date and time and then transferred online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Offers not submitted online will not be entertained.

If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.

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Any amendment to the tender will be placed on the e-tendering website of the Govt. of Maharashtra. The tenderer will not be communicated separately regarding the amendment.

9) OPENING OF BIDS:

The bids that are submitted online successfully will be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only in the presence of bidders.

Bids shall be opened either in the presence of bidders or it's duly authorised representatives. The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.

TECHNICAL ENVELOPE (T1):

First of all, Technical Envelope of the tenderer will be opened online through e-Tendering procedure to verify its contents as per requirements.

The technical envelope will be opened only of those bidders whose earnest money deposit in form of Demand Draft is received in the office of Executive Engineer, Water Supply & Sewerage Department on schedule date and time given in notice details of the tender.

At the time of opening of technical bid the tenderer should bring all the original documents that have been uploaded in the Online Technical Envelope (T1) so that same can be verified at the time of opening of technical bid.

If the tenderer fails to produce the original documents at the time of opening of technical bid then the decision of the committee taken on the basis of document uploaded will be final and binding on the tenderer.

If the various documents contained in this envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer's Commercial Envelope will not be considered for further action but the same will be recorded.

Decision of the tender opening authority shall be final in this regard.

The commercial bids shall not be opened till the completion of evaluation of technical bids.

The commercial Bids of only technically qualified Bidders as mentioned above will be opened.

COMMERCIAL ENVELOPE (C1):

This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only,

Right to reject any or all tenders without assigning any reason thereof is reserved by Commissioner, Ulhasnagar Municipal Corporation, whose decision will be final and legally binding on the tenderers.

**City Engineer
Ulhasnagar Municipal Corporation
Ulhasnagar**

ULHASNAGAR MUNICIPAL CORPORATION
PERCENTAGE RATE TENDER AND CONTRACT FOR
WORKS

CORPORATION : ULHASNAGAR MUNICIPAL CORPORATION,
DIVISION : WATER SUPPLY & SEWERAGE DEPARTMENT

GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

The tender form will state the work to be carried out as well as the date of submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited, and the amount of the security deposit to be deposited by the successful Tenderer and the percentage, if any, to be deducted from bills. It will also state whether refund of query fees, royalties and ground rents will be granted. Copies of any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification and shall also open for Inspection by Contractors at the office of Executive Engineer during office hours.

Where the works are proposed to be executed according to the specifications recommended to a Contractor and approved by a competent authority on behalf of the Ulhasnagar Municipal Corporation, such specifications with designs and drawings shall form a part of the accepted tender.

1. In the event of the tender, being submitted by a firm, it must be signed by each Partner thereof, and in the event of the absence of any Partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
2. A(i) The Contractor shall pay along with the tender the sum of **33,859/- (Rs. Thirty-three Thousand Eight Hundred Fifty Nine only)**.as Earnest Money Deposit. (Pls. refer Notice Detail).
 - ii) In the event of his tender being accepted to the provisions of sub-clause (iii) below the said amount of Earnest Money Deposit shall be

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appropriate towards the amount of Security Deposit payable by him under condition of General Conditions of Contract, if the Contractor requests in writing.

- iii) If after submitting the tender, the contractor withdraws his offer or modifies the same, or if after the acceptance of his tender, the contractor neglects to furnish the balance amount of Security Deposit without prejudice to any other rights and power of the corporation hereunder, or in Law corporation shall be entitled to forfeit the full amount to the Earnest Money deposited by him.
 - iv) In the event of his tender not being accepted, the amount of Earnest Money deposited by the contractor shall unless it is prior there to forfeited under the provision of Sub Clause (iii) above, be refunded to him on his passing receipt therefore.
2. Receipts for payment made on account of any work, when executed by a firm should also be signed by all the partners except where the contractors are described in their tender as firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts of the firm.
 3. Any person who submits a tender shall fill up usual printed form stating to what percentage above or below the rates specified in Schedule – B (memorandum showing items of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all estimated rates / scheduled rates shall be named, tenders which propose any alterations in the works specified in the said form of invitation to tender or in time allowed for carrying out. The work or which contain separate percentage over Estimated Rates/Schedule rates for different sub-works or items, or which contain any other conditions, of any sort or which are not filled with the percentage at the space provided for the purpose and not signed at proper places in the printed B-1 tender form will be liable for rejection. No printed form or tender shall include a tender for more than one work. But, if the contractors who wish to tender two or more works, they shall submit a tender for each. Tenders shall have the name and number of the work to which they refer, written outside the Envelopes.
 4. The Corporation or his duly authorized shall open tenders in the presence of contractors who have submitted tenders or their representative who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall for the purpose of identification sign copies of the specification and other documents mentioned in Rule –1. In the event of tender being rejected, the Divisional Officer shall authorize to refund the amount of

the earnest money deposited to the tenderer, on his giving a receipt for the return of the money.

5. The officer competent to dispose of the tenders shall have the right of rejection all or any of the tenders.
6. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on corporation unless it is signed by the Corporation.
7. The memorandum of work to be tendered for the schedule of the materials to be supplied by the Ulhasnagar Municipal Corporation (herein before and after called as UMC or Corporation for brevity) and their rates shall be filled in the completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tenders.
8. All work shall be measured net by standard measure and according to the rules and customs of the Ulhasnagar Municipal Corporation without reference to any local custom.
10. Under no circumstance shall any contractor be entitled to claim enhanced rates for items in this contract.
11. All corrections and additions or pasted slips should be initialed.
12. The measurements of work will be taken according to the usual methods in use in the Ulhasnagar Municipal Corporation and no proposals to adopt Alternative methods will be accepted. The Corporation's decision as to what is the usual method in use in the corporation will be final.
13. The tendering contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract, and the value of the work that remains to be executed in each case on the date of submitting the tender.
14. Every Tenderer shall furnish along with the tender information regarding the Income Tax Circle or Ward of the district in which he is assessed to income Tax, the reference to the number of the assessment and the assessment year and a valid income Tax clearance certificate.

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15. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by Corporation for the purchase of plant and machinery or any other purpose for the execution of the work contracted for.
16. The contractor will have to construct shed, for storing controlled and valuable materials issued to him under Schedule 'A' of the agreement, t work site having double locking arrangement. The materials will be taken for use in the presence of the Corporation person. No materials will be allowed to be removed from the site of works.
17. The contractor shall also give a list of machinery in their possession on which they propose to use .
18. Successful Tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favor under the provision of contract labour (Regulation and Abolition Act, 1973) before starting work failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to corporation.
19. The contractor shall comply with the provisions of Apprentice Act. 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the City Engineer, may in his discretion cancel the contract. The contractor shall also be liable, for any pecuniary liability arising on account of any violation by him of the provision of the Act.

In figure as well as in words I / We hereby tender for the execution for the Ulhasnagar Municipal Corporation (hereinbefore and hereinafter referred to as " Corporation" of the work specified in the under written memorandum within the time specified in such memorandum At _____ () percent below / above the estimated rates entered in Schedule B (Memorandum Showing items of work to be carried out) and in accordance in all respects with the specification, designs, drawings and instructions in writing referred to in Rule 1 here of and in clause 12 of the annexed conditions of contract and agree that what materials for the work are provided by the corporation such material and the rates to be paid for them shall be as provided in Schedule 'A' here.

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MEMORANDUM

- a) If several sub works are included the same should be declared in a separate a list*
- General Description : **Operation, Maintenance and repairs to Sewage Treatment Plant with 22/0.433 Volt H.T. Sub-Stations at Khadegolavli in Ulhasnagar.**
- A)
- c)The amount of earnest money to be deposited shall be in accordance with the provision of paras 206 & 207 of the MPW manual.*
- B) Estimated cost Refer Tender Notice
- C) Earnest Money Refer Notice Details
- d)This deposit shall be in accordance with pares 213 and 214 of the*
- D) Security Deposit:
- a) 3% Initial (not less than the amount of earnest money) before work order in form of FDR/Bank Guarantee of Schedule Bank. Refer Detailed Tender Notices. of
- b) To be deducted from current/running bills (2% of each bills) Refer Detailed Tender Notices
- (e) This percentage where no security deposit is taken. Will vary from 5 percent to 10 percent*
- E) Percentage if any, to be deducted from bills so as to make up the total amount required as security deposit.
- 2% (Two) percent
- f) Additional Security Deposit*
- F) If the tender is accepted at the rate quoted less than estimated cost put to tender, then additional security deposit to be paid by tenderer.
- a) For offer up to 10% below --> 0 %
- b) For offer up to 10% to 15% below --> 2 %
- c) For offer more than 15% below --> 4 %

(Security deposit shall be based on estimated cost put to tender)

The Additional Security Deposit in full in the form of FDR/ will have to deposited at the time of agreement along with original security.

(g) *Give Schedule where necessary showing dates by which the various items are to be completed* **G) Time allowed for the work from the date of written order to commence.**
12 (12 Months) Calendar months including monsoon

2. I / We agree that the offer shall remain open for a minimum period of 120 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered at the office of the such authority. The amount of earnest money shall be liable to be forfeited to the Ulhasnagar Municipal Corporation should I/We Fail to (I) abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d)&(f) of the memorandum contained in paragraph (1) above within the time limit laid down in clause (1) of the annexed General conditions of contract, the amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing unless the same or any part thereof has been forfeited as aforesaid. No EMD in form of exemption certificate shall be converted as Security Deposit.

3. I/We have secured exemption from payment of earnest money after executing the necessary bond in favour of the corporation a true copy of which is enclosed herewith should any occasion for forfeiture of earnest money for this work arise due to failure on my / our part to abide by the stipulations to keep the offer open for the period mentioned above or to sign and complete the contract documents and furnish the security deposit as specified in item (d) of the Memorandum contained in paragraph 1 above within the time limit laid down in clause (1) of the annexed General conditions of contract, the amount payable by me/us may at the option of Engineer, be recovered out of the amount deposited in lump sum for securing exemption in so far as the same may extend in terms of the said bond and in the event of the deficiency out of any other moneys which are due of payable to me/us by the corporation under any other contract or transaction of any nature whatsoever or otherwise.

4. Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default hereof to forfeit and pay to Corporation the sums of money mentioned in the said conditions.

Amount to be specified in words and figures Term D. Receipt No. Dated _____ from the Bank *
Fixed D. Receipt No.

* Name of the bank to be specified At _____ In respect of the sum of *Rs. _____

Strike out (a) if no case security deposit is to be taken is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to corporation should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with (d) of clause (1) of the tender for works it shall be refunded.

(**) Signature of contract or before submission of tender Contractor _____ (**)
Address _____

signature Witness or contractor's signature Dated the _____ days of _____ 200
(Witness)

Address(Occupation)
The above tender is hereby accepted by me for and on behalf of the Corporation.

(*) Signature of the officer by whom accepted. _____ (*)
Corporation
Division (or his duly authorized Assistant)

Dated _____ Day of _____ 200

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Conditions of Contract

Security Deposit

Clause 1: (Modification as per the G.R., P.W.D. No. CAT-1087/CR-94/Bldg.-2 dt. 14.6.89) - The person / persons whose tender may be accepted (hereinafter called the contractor which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignors) shall (A) within 10 days (which may be extended by the Corporation concerned up to 15 days if the Commissioner/Executive Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in cash or Government Securities endorsed to the Executive Engineer (if deposits for more than 12 months) or Bank Guarantee from Schedule Bank of sum sufficient which will make up the 50% of total security deposit specified in the tender. Provided always that in the event of the contractors depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to 4% or as stated in 1 of General Conditions above the total estimated cost of the work, it shall be lawful for Corporation at the time of making any payment to the contractor for work done under the contract to make-up the full amount of percent by deducting a sufficient sum from every such payment as last aforesaid until the full amount to the security deposit is made up. All compensation or other sums of money payable the contractor to corporation under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from, from any sums which may be due or may become due by corporation to the contractor under any other contract or transaction on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or Government securities endorsed as aforesaid or Bank Guarantee issued by bank for any sum or sums which may have been deducted from or raised by sale of his security deposited or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing. If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid the tender / contract already accepted shall be considered as cancelled and legal steps will be taken against the contractor for recovery of the amount. The amount of the security deposit lodged by a contractor shall be refunded along with the payment of the final bill, if the date upto, which the contractor has agreed to maintain the work in good order, or if the date upto which the contractor has agreed to maintain the work in good order, is over. If Such date is not over only 90% amount of security deposit shall be refunded along with the payment of the final bill. The amount of

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Security deposit retained by the corporation shall be released after expiry of period upto, which the contractor has agreed to maintain the work in good order, or, upto which the contractor has guaranteed for any defect (whichever is later) is over. In the event of the contractor failing or neglecting to complete rectification work within the period up to which the contractor has agree to maintain the work in good order, then subject to provisions of clause 17 and 20 hereof the amount security deposit retained by Corporation shall be adjusted towards the excess cost incurred by the Corporation on rectification work.

**Compensation
delay**

Clause 2: The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be of the essence of the as contract or the part of the contractor and the contractor shall pay as compensation as amount equal to 10% of the estimated cost put to tender or such smaller amount as the corporation whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncompleted, or unfinished after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete.

% of the work in % of the time.

% of the work in % of the time.

% of the work in % of the time.

and abide by the programmer of detailed progress laid down by the Executive Engineer.

In the event of the contractor failing to comply with this conditions he shall be liable to pay as compensation an amount equal to one percent of the estimated cost put to tender or such smaller amount as the corporation (whose decision in wiring shall final) may decide of the said estimated cost of the whole work for every day that due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the of the estimated cost of the work as shown in the tender. Corporation should be the final authority in this respect irrespective of the fact that the

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tender is accepted by Chief Engineer, Addle, Chief Engineer / Corporation / Corporation or Ass. Engineer / Deputy Engineer.

Action when whole of security deposit is forfeited

Clause 3 : In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or Deducted by installments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause the Engineer, on behalf of the corporation, shall have power to adopt any of the following courses, as he any deem best suited to interest of corporation.

- (a) To rescind the contract (for which recession notice in writing to the contractor under the hand of corporation shall be conclusive evidence) and in that case the security Deposit of the contractor shall stand forfeited and be absolutely at the disposal of Corporation.
- (b) To carry our the work or any part of the work Corporation debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work charged, establishment for getting the unexecuted part of the work completed and crediting him with the value of the work done Corporation in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the corporation as to the costs and other allied expenses so incurred and as so to the value of the work so done corporation ally shall be final and conclusive against the contractor.
- (c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out f his hands, and give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charge establishment and the cost of the work executed by the new contract agency will be debited to other contractor and the value of the work done or executed through the new contractor be credited in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the corporation as to all the cost of the work and other expenses incurred as aforesaid for getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor The time framed for the various notices and additional provision against this clause my please be referred to in the General conditions for contract Para no 25 Authority of the Engineer.

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In case the contract shall be rescinded under clause (a) above, the contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the corporation shall have certified in writing the performance of the such work and the amount payable to him the in respect thereof and he shall only be entitled to be paid the amount so certified. In the even of either courses referred to o in clause (b) or (c) being adopted and the cost of the work executed corporation ally or through a contractor and other allied expenses exceeding the value of such work credited the contractors, the amount of excess shall be deducted from any money due to the contractor by corporation under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided however that the contractor shall have no claim against corporation even if the certified value of the work done Corporation ally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a) , (b) and (c) is adopted by the corporation, the contractor shall have no claim to compensation for any loss sustained by him by reasons of not having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the contract.

Action when the progress of any particulars portion of the work is unsatisfactory

Clause 4: If the progress of any particular portion of the work is unsatisfactory, the Executive Engineer shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2 be entitled to take action under clause 3 (b) after giving the contractor 10 days notices in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Contractor remain liable to pay compensation if action not taken under clauses 3 & 4

Clause 5: In any case in which any of the power conferred upon the corporation by clauses 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non exercise thereof shall not constitute waiving of any of the conditions hereof the such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clauses thereof has is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected . In the event of the corporation taking action under sub-clause (a) or (c) of clause, 3 he may if he so desires, take possession of all or any tools and plants, material and stores, in or upon the work or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof

Powers to take possesses on of or

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sell contractor's plant.

paying allowing for the same in account at the contract rates or in the case of contract rates not being applicable at current market rates to be certified by the corporation whose certificate thereof shall be final in the alternative the corporation may after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent required him to remove such tools plant materials or stores from the premises within a time to be specified in such notice, and the event of the contractor failing to comply with any such requisition the corporation may remove them at the contractors expense or sell them by auction or private sale on account of the contractor and at his risk in all respect, and the certificate of the corporation as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Extension of time

Clause 6 : If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the corporation before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the corporation or in the opinion of corporation or City Engineer, as he thinks necessary or proper. The decision of the corporation in this matter shall be final. This tender may continued upto finalization of next tender as may desired by Corporation

Final certificate

Clause 7 : On the completion of the work the contractor shall be furnished with a certificate by the corporation (hereinafter called the Engineer in charge) of such completion but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding surplus materials and rubbish and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floor or other parts of any building in or upon which the work has been executed or of which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer in charge or where the measurements have been taken by his subordinate until they have received approval of the Engineer-in-charge the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal scaffolding, surplus materials and rubbish and cleaning off the dirt on or before the date fixed for the completion of the work, the

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Engineer-in-charge may at the expense of the contractor, removed such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of the all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

*Payment
intermediate
certificate to be
regarded as
advance*

Clause 8: No payment shall be made for any work estimated to cost less than Rupees one thousand till the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees one thousand the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer in charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payment by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the engineer in charge for requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as admission of the due performance of the contract or any part thereof in any prospect or the occurring to the any claim nor shall it conclude determine or affect in any other way the powers of the Engineer in charge as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise the Engineer in charges certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

*Payment at reduced
rates on account of
items of work not
accepted as
completed to at the
discretion of the
engineer in charge*

Clause 9: The rates for several items of works estimate to cost more than Rs.1000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specification. In cases where the items of work are not accepted as so completed by the Engineer- in-charge may make payment on account of such items at such reduced Rates, as he considers reasonable in the preparation of final or on account bills.

Bills to be submitted monthly

Clause 10: A bill shall be submitted by the contractor in each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take on cause to be taken the requisite measurement for the purpose of having the same verified and claim, so far as it is admissible shall be adjusted if possible within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be one printed form

Clause 11: The contractor shall submit all bills on the printed form to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Stores supplied by corporation

Clause 12: If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the Ulhasnagar Municipal corporation or if it is required that the contractor shall use certain store to be provided by the Engineer-in-charge (such material and stores and the prices to be charged Therefore as hereinafter mentioned being so far as practicable for the convenience for the contractor but not so as in any way to control the meaning or effect of

Contractor

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this and value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise or from the security deposit or the proceeds of sale thereof if the security deposit is held in Government securities, the same or a Sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of corporation and shall no account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Ulhasnagar Municipal Corporations store if the Engineer in charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or, damage to any such materials.

Storage controlled materials. of **Clause 12 (A) :** All stores of controlled materials such as cement, steel etc. supplied to the contractor by corporation should be kept by the contractor under lock and key and will be accessible for inspection by the Executive Engineer or his agent at all the times.

Works to be executed in accordance with specifications drawing orders etc **Clause 13:** The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and every other respect in strict accordance with specification. The contractor shall also conform exactly fully and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office or on the site of the work, during office hours. The contractor will be receive three sets of contract drawing and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further, copies of the contract drawings and working drawings if requires by him shall be supplied at the rate of Rs.2000/- per set of contact drawings and Rs.50/- per working drawing except where otherwise specified.

Alteration in specification and designs not to invalidate contracts

Clause 14 : The engineer in charge shall have power to make any alternations in or addition to the original specification drawings, design

and instruction that may appeal to him to necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-Charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate specified in this contract, then such class of work shall be carried out at the rate entered in the Schedule of Rate o the Division or at the rates mutually agreed upon between the Engineer in charge and the contractor, whichever are lower. If the additional or altered work, for which no rate is entered in the schedule or rates of the Division, is ordered to be carried out before the rates are agreed upon then the contractor shall within seven days of the date of receipt by him of the order to carry out work, inform the Engineer in charge of the rate which it is his intention to charge for such class of work, and if the engineer in charge does not agree to this rate he shall be notice in writing be at liberty to cancel his order in carry out such class of work and arrange to carry out in such manner as he may consider advisable provide always that if the contractor shall commence the work or incur any expenditure in regard there to before to rate shall have been determined as lastly hereinbefore mentioned than in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the engineer in charge. In the event of a dispute the decision of the corporation of the cycle will be final.

Rates for work not entered in estimate or schedule of rates of the district.

Extension of time in consequence of additions or alteration

Where, however, the work is to be executed according to the designs, drawings and specification recommended by the contractor and accepted by the competent authority the alternations above referred to shall be within the scope of such designs, drawings and specification appended to the tender, the time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.

No claim to any payment or compensation for alteration in restriction of work

Clause 15: (1) If at any time after the execution of the contract documents the Engineer shall for any reason what-so-ever (other than default on the part of the contractor for which the corporation is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period of the whole or part of the work should not be carried out at all, he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already or endanger the safety thereof provided that the decision of the Engineer as to the stage at which the work or any part its could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

(2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 90 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days, of such mention and requiring the Engineer to record the final measurements of the work already done and to pay final bill. Upon giving such notice contractor shall be deemed to have been discharged from his obligation to complete the rearming unexecuted work under his contract on receipt of such notice Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period 90 days, from the receipt of the such notice respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provision of this clause.

(3) Where the Engineer required the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to Engineer with 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle or the site or the account of his having and to pay the salary or wages of labour engaged by him during the said period of suspension, provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspicion whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Commissioner in this regard shall be final and conclusive against the contractor.

Contractor

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No claim to compensation of account of loss due to delay in supply of materials by corporation

(4) In the event of

(I) Any total stoppage of work on notice from the Engineer

Under sub clause (1) in that behalf.

(ii) Withdrawal by the Contractor from the contractual

Obligation to complete the remaining unexecuted work under Sub clause (2) on account of continued suspension of work for a period exceeding 90 days

(iii) Curtailment in the quantity of item or item originally tendered on account of any alteration, omission or substitution in the specification's drawings, designs or instruction under clause 14 where such curtailment exceed 25% in quantity and the value of the quantity curtailed beyond 25% at the rates for the items specified in the tender is more than Rs.5000/-

It shall be open to the contractor, within 90 days from the service of (I) the notice of stoppage of work or (ii) the notice of withdrawal from contractual obligations under the contract on account of the continued suspension of work or (iii) notice under clause 14(1) resulting in such curtailment to produce to the engineer satisfactory documentary evidence that he had purchased or agreed to purchase materials for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the corporation to take over on payment such material at the rates determined by the Engineer, provided, however, such rates shall in no case exceed the rates at which the same was acquired by the contractor. The corporation shall thereafter take over the material so offered provided the quantities offered are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specification approved by the Engineer.

No claim to compensatin on account of loss due to delay in supply of materials by corporation

Clause 15 (A) The contractors shall not be entitled to claim any compensation from corporation for the loss suffered by him on account of delay by corporation in the supply of materials entered in schedule-A where such delay is caused by

- i) Difficulties relating to the supply of railway wagons
- ii) Force majeure
- iii) Act of God
- iv) Act enemies of the state or any other reasonable cause beyond the

control of Corporation

In the case of such delay in the supply of materials, corporation shall grant such extension of time for the completion of the works as shall appear to the corporation to be reasonable in accordance with the circumstances of the case. The Contractor shall accept the decision of the corporation as to the extension of time as final.

Time limit for unforeseen claims

Clause 16: Under no circumstance whatever shall be contractor be entitled to any compensation from corporation on any account unless the contractor shall have submitted claim in writing to the Engineer in charge within one-month case of such claim occurring.

Action and compensation payable in case of bad work

Clause 17: If at any time before the security deposit or any part there of is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with contract it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work materials or articles complained of may have been inadvertently passed, certified and paid for the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part , as the case may require or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding Ten day during which the failure so continues and in the case of any such failure the Engineer- in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respect of the contract. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or may use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Works to be open to inspection

Contractor or responsible agent

Clause 18: All works under or in course of execution or executed in pursuance of the contact shall at all time be open to the inspection and supervision of the engineer in charge and his subordinate and the contractor shall at all time during the usual working hours and at all other times at which reasonable notice of the intention of the engineer in charge

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to be present and his subordinate to visit the work shall be given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractors duly authorized agent shall considered to have the same force and effect as if they had been given to the contractor himself.

Notice to be given before work is covered **Clause 19 :** The contractor shall give not less than 5 days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of the measurement any work in order that the same may be measured and correct dimensions therefore taken before the same is so covered up or place beyond the ranch measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice have been given or consent obtained, the same shall be uncovered at the contractors expense, and default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Contractor liable for damage done for imperfections **Clause 20:** If during the period as per sub work wise statement annexed below from the date of completion as certified by the engineer in charge pursuant to clause 7 of the contract of as per below Annexure months / years commissioning the work, whichever is earlier in the opinion of the corporation, the said work is defective in any manner, whosoever, the contractor shall forthwith on receipt of notice in that behalf from the corporation duly commence execution and completely carry out at his cost rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portion strictly in accordance with and the manner prescribed and under the supervision of the corporation in the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and/or to complete the same as aforesaid as required by the said notice and/or to complete the same as aforesaid as required by the said notice, the corporation get the same executed and carried out corporation ally or by any other agency at the risk on account and at the cost of contractor. The risk on account and at the cost of contractor. The contractor shall forthwith on demand pay to the corporation the amount of such costs, charges and expenses sustained or incurred by the corporation of which the certificate of corporation, shall be final and binding on the contractor. Such cost charges and the expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to the same on demand as aforesaid without prejudice to any other rights and remedies of the corporation the same may be recovered from the contractor as arrears of land revenue. The corporation shall also be entitled to deduct the same from by amount which may then be payable or which may thereafter become payable by to corporation to the contractor either tin respect of the said work or any other work whosoever or from the amount of security deposit retained by the corporation.

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ANNEXURE TO CLAUSE 20 :

The defect liability period for various type of works shall be as under :

TYPE OF WORK	Defect liability period after Commissioning
1. Head works	
a) River Head works including those at storage dams, infiltration galleries, trench galleries, bank pitching, intake works, connecting pipe approach bridges etc.	Five Years
b) Ancients or weirs Earthen / Masonry dams and ancillary	Five Years
c) Nalla / canal head works inclusive of infiltration wells, connecting pipes production and percolation wells etc.	Three years
d) Tube wells, Bore wells etc.	Three years
e) Repairs to above (a) to (d) above	One years
II. Pumping Machinery :	
a) Pumping machinery and other allied Mechanical, electrical installation (exceeding those provided in treatment plant contract) surge arrestors, water hammer control devices, chlorinators (excluding those provided in treatment Plant)	One years
b) Repairs to above (a)	Six years
III. Treatment Plants	
a) Water treatment plant & sewage treatment plant based on contractors design.	Five years
b) Water treatment plant & sewage treatment plant based on contractors design based on	

Dept. design.

c) Repairs to above treatment plant (a) & (b)

IV. ERS/GSR/BPT/Sump and Pump House etc.

- | | |
|--|-------------|
| a) Based on contractor's own design | Five years |
| b) Based on Corporation design | Three years |
| c) Special Repairs to ESR/GSR/BPT | Two years |
| d) Ordinary repairs to ESR/GSR/BPT /Sump and Pump House etc. | One years |

V. Pipe Lines:

- | | |
|--|-----------|
| a) Pumping mains, Gravity mains, leading mains, including intercepting outfall sewer in case of sewerage schemes, including mortar lining. | Two years |
| b) Distribution system, laterals, branch sewers of sewerage system etc. | One years |
| c) Repairs to pipe line under (a) & (b) | Two years |

Contractor to supply plant, ladders, scaffolding etc.

Clause 21: The contractor shall supply at his cost all materials (except such special materials, if any as may in accordance with the contract, be supplied from the corporation stores) plant tools, appliances implements, ladders, tools, tackle scaffolding and temporary works requisite or proper for the proper execution of the work whether in the original, altered or substituted from the whether included in the specification or other documents forming part of the contract of referred to in these conditions or not and which may be necessary for the purpose or satisfying or complying with the requirements of the engineer in charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage there for to and from the work the contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials failing which the same may be provided by the engineer in charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or theory legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may with consent of the contractor be paid or compromising any claim by any such person.

And is liable for damages arising from non-provision s of lights fencing etc.

List of Machinery in contractors possession and which he proposes to use on the work should be submitted along with the tender

Clause 21 (A) The contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the following regulations in connection therewith.

- a) Suitable scaffolds shall be provided for workmen for all work that cannot be safely done from a ladder or by other means.
- b) A scaffold shall not be constructed taken down or substantially altered except.
 - i) Under the supervision of a competent and responsible person and

- ii) As far as possible by competent workers possessing adequate experience in this kind of work.
- c) All scaffolds appliances connected there with and ladders shall
 - i) be of sound material
 - ii) be of adequate strength having regard to the loads and strains to which they will be subjected, and
 - iii) Be maintained in proper condition.
- d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- e) Scaffolds shall not be over loaded and so far as practicable the loads shall be evenly distributed.
- f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
- g) Scaffolds shall be periodically inspected by a competent person.
- h) Before allowing a scaffold to be used by his workman the contractor shall, whether the scaffold has been erected by his workmen or not take steps to ensure that its complies fully With regulation here in specified.
- i) Working platform gangways stairways shall
 - i) be so constructed that no part thereof can sag unduly or unequally
 - ii) be so constructed and maintained having regards to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and
 - iii) be kept free from any unnecessary obstruction.
- j) In the case of working platform gangways, working places and stairways at a height exceeding 3.00 M.

- i) Every working platform and every gangway shall be closely check date unless other adequate measures are taken to ensure safety.
- ii) Every working platform and gangway shall have adequate width and
- iii) Every working platform gangway, working place and stairway shall be provided with railing / Barricading.
- k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of person for the transport or shifting of material be provided with suitable means to prevent the fall of persons or material
- l) When persons are employed on roof where there is danger of falling from a highs exceeding tow meters suitable precautions shall be taken to prevent the fall of persons or material (to be prescribed)
- m) Suitable precautions shall be taken to prevent person being struck by articles which might fall from scaffolds or other working places.
- n) Suitable means of access shall be provided to all working platform and other working places.
- o) The contractor(s) will have to make payments to the laborers as per Minimum Wages Act.

Clause 21 (B) The Contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him.

- a) Hoisting machine and tackle, including their attachments anchorage's and supports, shall -
 - i) be of good mechanical construction, should material and adequate strength and free from patent defect, and
 - ii) be kept in good repair and in good working order.

- b) Every rope used in hoisting or lowering materials or as a means or suspension shall be of suitable quality and adequate strength and free from patent defect.
- c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the Corporation.
- d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as means of suspension shall be periodically examined
- e) Every crane driver or hoisting appliance operator shall be properly qualified.
- f) No person who is bellow the age of 26 years shall be in control of any hoisting machine, including any scaffold which or give signals to the operator
- g) In the case of every hoisting machine and of every chain, ring, book shackle, swivel pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.
- h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.
- i) In the case of a hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.
- j) No part of any hoisting machine or of any gear referred to in regulation 7 above shall be loaded beyond the safe working load expect for the purpose of testing.
- k) Motors, gearing, transmission, electric wiring and other dangerous part of hoisting appliances shall be provided with efficient safeguards.

- l) Hoisting appliances shall be provided with such means and will reduce to a minimum the risks of the accidental descent of the load.
- m) Adequate precautions shall be taken to reduce to a minimum, the risk of any part of suspended load, becoming accidentally displaced.

Measure for prevention of fire

Clause 22: The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permission from the corporation.

When such permit is given and also in all cases when destroying cut or dug up trees brushwood, grass etc. by fire, the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property's

The contractor shall make his own arrangements for drinking water for the labours employed by him.

Liability of contract or for any damage done in or outside work area

Clause 23 : Compensations for all damages done intentionally or unintentionally by contractors labour whether in or beyond limits of corporation s property including any damage used by the spreading at fire mentioned in clause 22 shall be estimated by the engineer in charge or such other officer as he may aping and the estimate of the engineer in charge subject to the decision of the corporation on appeal shall be final and the contractor shall be bound to pay the amount of assessed compensation on demand failing which the same will be recorded from the contract as damages in the manner prescribed in clause –1 or deducted by the engineer in charge from any sum that may be due or become due from corporation to contractor under this contract to otherwise

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any persons for injury sustained by him owing or reflect of precautions to prevent the spread for fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of Female labour **Clause 24:** The employment of female labour on works in neighborhood of soldier's barracks should be avoided as far as possible

Works on Sunday **Clause 25:** No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge.

Work not to sublet **Clause 26:** The contractor shall not be assigned or sublet without the written approval of the engineer in charge. And if the contractors shall assign or sublet his contract, or attempt to do so, or become insolvent or

Contractor may be rescinded and security deposit forfeited for subletting it without approvals or for bribing a public officer or if contract or becomes insolvent commence any proceedings to get himself adjudicated and insolvent or make any composition within his creditors, or attempt to do or if bribe, gratuity, gift, load, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly be give, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of corporation in any way relating to his officer or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the engineer in charge may thereupon by notice in writing rescinded the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of corporation and the same consequence shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Sum payable by pay of compensation to be considered as reason able compen sation without reference to actual loss **Clause 27:** All sumps payable by a contractor by way of compensations under any of these conditions shall be considered as a reasonable compensation to be applied to the use of corporation without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Change in the constitution of firm to be notified. **Clause 28:** In the case of tender by partners or a limited company any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Direction and control of the Hon. Commissioner.

Clause 29: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the corporation of the circle for the time being, whole shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 30: 1 Except where otherwise specified in the contract and subject to the powers delegated to him by the corporation under the code, rules, others then in force, the decision of the corporation of the circle for the time being shall be final, conclusive and binding on all parties of the contract upon all questions relating to the meaning of the specification, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work, or as to any other question claim, right matter, or thing whatsoever, in anyway arising out of or relating to the contract designs drawing, specification, estimates instructions, orders or these condition, or otherwise concerning the works, or the execution, or failure to execute the same whether arising during the progress of work, or after the completion abandonment thereof.

2) The contractor may within thirty days of receipt by him of any order passed by the corporation of the circle as aforesaid appeal against it to the chief Engineer concerned with the contract work or project provided that

a) There accepted value of the contract exceeds /Rs. 10 Lakh
(Rupees Ten Lakhs)

b) Amount of claim is not less than Rs. 1.00 lakhs (Rupees one Lakh)

3) If the contractor is not satisfied within the order passed by the City Engineer as aforesaid, the contractor may, within thirty days of receipt by him of any such order, appeal against it to the Commissioner, Ulhasnagar Municipal Corporation who if convinced that prima facie, the contractors claim rejected by commissioner is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination in the claim of the contractor as would merit a detailed examination and decision by corporation shall put up to the corporation for suitable decision.

Stores of European or American manufacture to be obtained from pradhikaran.

Clause 31: The contractor shall obtain from the Ulhasnagar municipal Corporation's stores, all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required thereof or in connection there-with unless obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the Schedule 'A' attached to the contract and if they are not entered in the said schedule they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Lump sums in estimate

Clause 32: When the estimate on which a tender is made include lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for each items, or if the part of work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may as his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

Action where no specifications **Clause 33:** In the case of any class of work for which there is no such specification as is mentioned in Rule 1 of form B-1 such work shall be carried out in accordance with the Divisional Specifications and in the event of there being no Divisional specification, then in such case of the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer-in-charge.

Definition of work **Clause 34 :** The expression 'works' or 'work' where used in these conditions, shall unless there be something in the subject or context repugnant to such construction, be construed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage Whether applied to net or gross amount of bill **Clause 35:** The percentage referred to in the tender shall be deducted from / added to the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties **Clause 36 :** all quarry fees, royalties, Octroi dues and ground rent for stacking materials, if any should be paid by the contractors, who will however be entitled to a refund of such of the charges as are permissible under rules on obtaining a certificate from the engineers in charge what the materials where required for use on corporation work.

Compensations under workmen's compensation Act **Clause 37:** The contractor shall be responsible for and shall pay any compensation to his workmen's payable under the workmen's compensation Act, 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable / paid by corporation as principal employer under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by corporation from contractor under sub section (2) of the said section, such compensation shall be recovered in the manner laid down in clause 1 above.

Clause 37(A): The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Corporation, the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of corporation from any amount due or that may become due to the contractor.

Clause 37 (B) The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.

- a) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- b) When work is carried on in proximity to any place where there is a risk of drawing all necessary equipment shall be provided and kept ready for use all necessary steps shall be taken for the prompt rescue of any person in danger.
- c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Clause 37(c): The contractor shall duly comply with the provisions of the “Apprentices Act 1961” (LII of 1961) the rules made there under and the orders that may be issued from time to time under the act the said rules and on his failure or neglect to do.

So, he shall be subject to all the liabilities and penalties provided by the said Act and said Rules.

Claim for quantities entered in the tender or estimate

Clause 38: (1) Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate.

2) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long, as subject to any special provision contained in the specifications prescribing a different percentage of permissible variation the quantity of the items does not exceed the tender quantity by more than 25 percent and so long as the value of the excess quantity beyond this limit at the rate of the items specified in the tender, is not more than Rs.5000/-

3) The contractor shall, if ordered in writing by the engineer to do also carry out any quantities in excess of the limit mentioned in sub clause (1) hereof on the same condition as and in accordance with the specifications in the tender and at the rates (I) derived from the rates entered in the current schedule of rate and in the absence of such rates (ii) at the rate prevailing in the market, the said rates being increased

or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender based upon the schedule of rates applicable to the year in which the

tenders were invited (for the purpose of operation of this clause, this cost shall be taken to be Rs. _____/- in words (Rupees _____ Only).

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4) This clause is not applicable to extra items. Claims arising out of reduction in the tendered quantity of any item beyond 25 percent will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is more than Rs. 5000/-. This reduction is exclusively of the reduction mentioned in clause No. 14 & 15 of work and site condition.

5) There is no change in the rate if the excess is less than or equal to 25%. Also there is no change in the rate if quantity of work done is more than 25% of the tendered quantity, but value of the excess work at the tender rates does not exceed Rs. 5000/-.

6) The quantities to be paid at tendered rate shall include :-
Tendered quantity plus.
25% excess of the tendered quantity or the excess quantity or the value of Rs. 5000/- at the tendered rate whichever is more.

7) Other provision.

a) The corporation is the competent authority to make full payment of the excess quantity beyond 25% over tender quantity of Rs. 5000 cost, whichever is more at accepted tender rate or current schedule rate whoever is less.

b) quantity equal to that of quantity as per "Schedule B" i.e. estimated quantity put to tender plus 25% or Rs.5000 (Whichever is more) shall be paid at accepted tender rate as per 6 above by the corporation, without referring to higher authority

c) The corporation shall see that the claim towards excess quantities under this clause 38 is submitted to higher authority immediately on its cropping up. Corporation while making such payments shall see that the total expenditure on the scheme shall not exceed sanctioned cost of scheme.

Schedule "A" material issued by the Corporation and used for the excess quantity under clause 38 shall be recovered at the respective issue rates of the years in which the work is carried out.

Employment of famine labour etc. **Clause 39** : The contractor shall employ and famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

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Claim for compensations for delay in Starting the work **Clause 40 :** No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearances works on account of any delay in according to sanction of estimates.

Claim for compensation for delay in execution work **Clause 41:** No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrows pits or compartment. The rats are inclusive for hard or cracked soil, excavation in mud, sub-soil, water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Entering upon or commencing any portion of work **Clause 42:** The Contractor shall not enter upon or commence any portion of work except with the written authority and instruction of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments o donkeys and for other animals and he payment of fair wages. **Clause 43 :**

- i) No contractor shall employ any person who is under the age of 18 years.
- ii) No contractor shall employ donkeys or other animals with breeching of string of thin rope. The breeching must be at least three inches wide and should be of tape (Newer).
- iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- iv) The Engineer-in-charge or his Agent is authorized to remove from the work, any person or animal found working which does not satisfy there conditions and no responsibility shall be accepted by Corporation for any delay caused in the completion of the work by such removal.
- v) The contractor shall pay fair and reasonable wage to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and responsible the dispute shall be referred without delay to the Executive Engineer who shall decide the same. The decision of the engineer shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by corporation at the sanctioned tender rates.

- vi) Contractor shall provide drinking water facilities to the workers. Similar amenities shall provided to the workers engaged on large work in urban areas.
- Vii) Contractor to take precaution against accidents which takes place on account of labour using loose garments while Working near machinery.

Method of payment of **Clause 44:** Payment to contractor shall be made by cheque drawn on any bank within the division convenient to them provided the amounts exceed Rs. 1000/- Amounts not exceeding RS. 1000/-s will be paid in cash.

Acceptance condition compulsory before tendering for work of **Clause 45:** Any contractor who does not accept these conditions shall not be allowed to tender of works.

Employment of scarcity labour of **Clause 46 :** If Government declares a state of scarcity of famine to exist in any village situated within 16 kilometers of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Corporation or be any person to whom the Corporation may have be delegated his duty in writing, to be in need of relief and shall be bound to pay to such person wages not below the minimum which may arise in connection with the implementation of this clause shall be decided by the Corporation whose decision shall be final and binding on the contractors.

Price not to exceed controlled price fixed by Govt. of **Clause 47:** The price quoted by the contractor shall not in any case exceed the contractor price if any fixed by Govt. or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or the price permissible under Hoarding and profiteering ordinance 1948 as amended from time to time, if the price quoted exceeds the controlled price or the price permissible under hoarding and profiteering prevention ordinance the contractor will specifically mention this fact in this tender along with the reasons for quoting such higher prices. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to confirm with the controlled price on the permissible under the Hoarding and profiteering prevention ordinance. The discretion will be exercised. Without prejudice to any other action that may be taken against the Contractor.

Rate inclusive of Sales Tax. **Clause 48:** The rates to be quoted by the contractor must be inclusive of sales Tax. No extra payment on this account will be made to the Contractor.

Sales Tax on surplus material **Clause 49:** in case of materials that may remain surplus with contractor from those issued for the work contracted for the date of ascertainment the materials being surplus will be taken as the date of sale of the purpose of sale tax and the sale tax will be recovered on such sale.

Employment of local Labour **Clause 50:** The contractor shall employ at least 80 per cent of the total number of unskilled labours to be employed by him on the said work from out of the person ordinarily residing in the district in which site of the said work is located.

Provide, however, that if the required number of unskilled labour from that district is not available, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission in writing of the corporation in charge of said, work obtain the rest of the requirement of unskilled labour from outside district

Wages to be paid to the skilled & unskilled labours engaged by the contractor. **Clause 51:** Wages to be paid to the skilled and unskilled labourers engaged by the contractor.

The contractor shall pay the labourers skilled and unskilled according the wages prescribed by the minimum wages Act applicable to the area in which the work of the contractor is located

The contractor shall comply with the provision of the apprentices act 1961 and the rules and orders issued there under from time t time, if he fails to do so his failure will be a breach of the contract and the corporation, may in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision Act. The contractor shall pay the labourers skilled and unskilled according to wages prescribed by minimum wages act applicable to the area in which the work lies

Clause 52 : All amounts whatsoever which the contractor is liable to pay to the corporation in connection with the execution of the of the including the amount payable in receipt of (I) materials and / or stores supplied / issued hereunder by the corporation to the Contractor (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the corporation to the contractor for execution by him of the work and / or on which advances have been given by the corporation to the contractor shall be deemed to be arrears of the Land Revenue and the corporation may without prejudice to any other right and remedies of the corporation recover the same from the contractor as arrears of land revenue.

Clause 53: The successful tenders will be required to produce to the satisfaction of the specified concerned authority a valid and consequent license issued in favor under the provisions of the contract labour (Regulation and Abolition of) Act 1970 before starting the work. On failure to do so, the acceptance of tender should be liable to be withdrawn and also Earnest Money / Security Deposit forfeited.

“The contractor shall duly comply with all the provisions of the contract labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra contract labour (Regulation and Abolition) rules 1971 as amended from time to time and all other relevant statutes and statutory provision concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular the contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra contract labour (Regulation and Abolition) Rules 1971. If the contractor fails or neglects to pay wages at the said rates or makes short payment and corporation makes such payment of wages in full or part thereof less paid by the contractor as the case may be, the amount so paid by the Corporation to such workers shall be deemed to be arrears of land Revenue and the corporation shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the corporation to the contractor hereunder or from any other amounts payable to him by the corporation.

Clause 54: Where the workers are required to work near machine and are liable to accident they should not be allowed to wear loose clothes like Dhoti, Jhabba etc.

Clause 55: The contractor's accounts pertaining to this work including vouchers shall be open for inspection of engineer at any given point of time, if demanded in writing by the Engineer.

Clause 56: In view of the difficult position regarding the availability of the foreign exchange, no foreign exchange, will be released by the corporation for the purchase of the plant and Machinery required for the execution for the work concerned.

Clause 57: The tendered rates shall be inclusive of all taxes, tax livable in respect of works contract under the provisions of the Maharashtra Sales Tax on transfer of property in goods involved in the execution of works contract Act, 1985 (Maharashtra Act No. XIX of 1985)

*Anti malaria and
other health
measures*

Clause 58: A) The anti malaria and the health measures shall be as directed by the Joint Director (malaria and Filarial) of Health Service Pune.

B) Contractor shall see that mosquitogenic conditions are not created also so as to keep vector population to minimum level.

C) Contractor shall carry out anti malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programmed and as directed by the Joint Director (M&F) of Health Services, Pune

D) In case default in carrying out prescribed anti malaria measures resulting in increase in malaria incidence contractors shall be liable to pay to Government the amount spent by Government on anti malaria measures to control the situation in addition to fine.

E) Relation with Public Authorities :

The contractor shall make sufficient arrangement for draining away the sullage water as well as water coming from the bathing and washing places and shall dispose off this water in such a way as not to cause, any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers.

The Contractor shall comply with all rules, regulation, byelaws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charge which are levy able on him without any extra cost to Government.

Clause 58: B) The successful contractor will have to enter into agreement in form specified by corporation on a stamp of required amount as per rules in force. The stamp charges shall be borne by the contractor.

**City Engineer
Ulhasnagar Municipal Corporation
Ulhasnagar**

Contractor

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ULHASNAGAR MUNICIPAL CORPORATION

WATER SUPPLY & SEWERAGE DEPARTMENT

Name of Work :- Operation, Maintenance and repairs to Sewage Treatment Plant with 22/0.433 Volt H.T. Sub-Stations at Khadegolavli in Ulhasnagar

GENERAL CONDITION AND STIPULATIONS

1. The Contractor shall study the site and general condition of the location of work site and availability of labour, power supply, water supply, transportation, facilities etc. as required for execution of work. The clarification if any required shall be obtained from the department well in advance in writing before submission of the tender it will be demand that all necessary site information and details that are required have been personally verified before submission of tender by the Contractor for completing the job as per the tender specifications.
2. All the required materials for maintenance of the works at respective booster pumping stations shall be best quality conforming to the relevant I.S. Specification and shall be of approved and specified acceptable makes, as specified in the schedule-B of B-1 tender and if not specified for any particular material, the Contractor has to supply the same as directed and approved by the Engineer-in-Charge.
3. The contractor shall provide at his cost temporary store and office for storing the material with locking arrangement and shall be made available for joint inspection of representative of department and contractor. The contractor shall be permitted to use the land if available with department for the above purpose and if open space is not available with department, the contractor shall make his arrangements to get private space on hire at his own costs.
4. No staff quarters shall be provided by the department, No unauthorised person will be allowed to enter, stay and halt at the site of work. The department shall

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not provide any skilled and/or unskilled labour at any time and does not assure help or use to any department machinery, tools and plants.

5. The contractor shall be responsible for transport, proper storing, watching and guarding and complete safety of the existing booster pumping stations materials and machinery covered under this contract. Insurance against damage or loss to the booster pumping station and allied Electrical Mechanicals Materials shall be arranged by the contractors at his cost.
6. The contractor shall quote for the indigenous equipment as far as possible covered under contract. No foreign exchange and import, license if required shall be given by department; it shall be arranged by the contractor independently at his cost.
7. The pump operator and valve men posted at sites are subject to replacement and transferred from time to time, as and when the need arises in consultation with the corporation to avoid collusion between the corporation staff and the contractor staff. The payment for receiving staff shall not be made separately. The management for receiver staff shall be made by agency by themselves and the names, addresses and photographs of such staff shall also produced before work order. No extra payment shall be entertained on this account.
8. The Contractor shall appoint a well qualified experienced resident engineer to be in day charge of work instructions and order given to him shall be deemed to have given to the contractor. The contractor shall provide muster card to supervisor and the presenty of supervisor shall be filled and signed by deptt. Engineer. The payment will be made according to muster card presenty only.
9. It should be clearly noted that the contractor has to strictly comply with the conditions and the specifications laid down in the tender and no variations or deviation are the permissible. If any tenderer desires to have any deviation the same shall be bought out separately with financial valuation for comparison however it shall not be accepted unless it is specifically approved.
10. Right to increase/decrease the approved nos. of operating staff is reserved by the Commissioner, Ulhasnagar Municipal Corporation. In the event the corporation decides to change the nos. of operating staff during the period of

contract the payment against establishment will be made at the rates reflected in agreement.

11. All electrical installation and maintenance shall be carried out as per the provision of I.E. Rules, and requirements at statutory authorities and it shall be responsibility of the contractor to get the installation approved from the Electrical Inspector. All fees required under the rules for the approval and testing etc. shall have to borne by the contractor.
12. The designs and execution of the various equipments covered under this contractor shall be conforming to relevant IS standards, standing reference book as per standard engineering practice so as to meet the functional, technical structural and aesthetic requirements.
13. It will be the responsibility of the contractor to get the operating staff insured under workman compensation policy (insurance) as per labour act 1924 & total accident act. 1985. Municipal Corporation will not be responsible for any financial liabilities in case of any accident/Hazard. The documentary evidence shall be submitted with in one month from order, then only bill will be submitted for further payment.
14. It will be the responsibility of the contractor to make all payment/Bonus/PF/ESIC etc. of all the operating Staff as per provision in Minimum Wages Act. Ulhasnagar Municipal Corporation will not be responsible for any dispute occurs during the period of contract. It will be the Sole responsibility of the Contractor.
15. Ulhasnagar Municipal Corporation is executing Various Water Supply project under “JNNURM” Scheme. The Commissioner, Ulhasnagar Municipal Corporation reserves the right to decrease the pumping station after completion of “JNNURM” Scheme.
In the event the Corporation decides to decrease operating of the pumping station during the period of Contract the payment will be made only to the operating pumping station.
16. All taxes and duties of the Central Government, State Government or Local bodies applicable shall be fully borne by the contractor. The tendered rates for the items shall be deemed to have inclusive of all such taxes, and duties. No form of any certificate for concession/exemption in taxes/duties will be issued.
17. The Monthly payment will be made after submission of bill in triplicate along with the muster roll, PF and ESIC payment receipts of staff working on various booster pumping stations under this contract. The payment of bills will be made as per availability of funds. It is the responsibility of the Contractor to pay the monthly payment to their staff in time. The tenderer shall be economically sound to wait for payment, if contractor harass for supply of spares/required materials at site against payment of bill or not carried out

maintenance work after repeated instructions, the matter will be referred to the higher authority for further action.

18. The contractor shall submit the copies of relevant documents of Licences, certificates after renewal to Municipal Corporation for record.
19. The Contractor shall submit the copies of valid registration certificate of ESIC within 3 months from the date of issue of work order or otherwise ESIC amount will be recovered from monthly bills of Contractor with penalty of Rs. 100/- per day from the date of work order.
20. Rise in all taxes further will be not paid please note.
21. The 100% security deposit will be refunded after completion of eighteen months, provided the work carried out is satisfactory and no fault covered under the guarantee is detected during the period.

**City Engineer
Ulhasnagar Municipal Corporation
Ulhasnagar**

ULHASNAGAR MUNICIPAL CORPORATION

WATER SUPPLY AND SEWERAGE DEPARTMENT

Name of work: - Operation, Maintenance and repairs to Sewage Treatment Plant with 22/0.433 Volt H.T. Sub-Stations at Khadegolavli in Ulhasnagar.

Note: - Price Schedule will be made available to bidders as Online Commercial Form on the website during **Online Bid Upload/Submission** stage. Bidders should fill the required information in these forms, online only.

SCHEDULE – B

Qty.	Description of Item	Rate	Unit	Amount
	Part-I : Establishment			
	Item No.1:- Operation, Maintenance & Repairs of Sewage Treatment Plant with 22/0.433 Volt H.T. Sub-Station including all labour cost, tools & tackles, sundry materials, etc, as per detailed specification.			
12	a) Electrical Operators-(04 NOS. X 13728/-Month)	54912.00	Month	658944.00
12	b) Electrician(1 nos. x 13728/- month)	13728.00	Month	164736.00
12	c) Fitter (1 nos. x 13728/- month)	13728.00	Month	164736.00
12	d) Helper cum Valve man (04 nos. x 13541/- month)	54164.00	Month	649968.00
12	e) Mali/Gardener (1 no.)	13353.00	Month	160236.00
12	f) Security Guard (04 Nos. x 14634/- month)	58536.00	Month	702432.00
12	PART-II : Communication arrangement with Utility Services	50853.00	Month	610236.00
01	Part-III :Maintenance of 22 KV H.T. Sub-station	69836.00	Job	69836.00

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Part-IV: REWINDING				
	A) Motor Rewinding			
	Rewinding of 3 phase 415 volts 2900 RPM induction motor including labour etc. complete.			
02	a) 0.5 HP.	2300/-	Each.	4600.00
02	b) 1.0 HP.	2800/-	Each.	5600.00
02	c) 1.5 HP.	3000/-	Each.	6000.00
02	d) 2.0 HP.	3500/-	Each.	7000.00
02	e) 3.0 HP.	3800/-	Each.	7600.00
02	f) 5.0 HP.	4000/-	Each.	8000.00
02	g) 7.5 HP.	5000/-	Each.	10000.00
02	h) 12.5 HP.	8000/-	Each.	16000.00
02	i) 15.0 HP.	12000/-	Each.	24000.00
02	j) 20.0 HP.	28000/-	Each.	56000.00
02	k) 25.0 HP.	30000/-	Each.	60000.00
		Total Rs.		33,85,924.00

I / we agree to execute the above work at ----- % (-----) Percent
Above / Below / At par to the estimated cost put to tender.

Contractor

No of Correction

Executive Engineer

ULHASNAGAR MUNICIPAL CORPORATION

Water Supply & Sewerage Department

(MECHANICAL WING)

Name of work: - Operation, Maintenance and Repairs to Sewage Pumping Machinery at S.T.P. Khadegolavali.

Item No. 1:- Staff required for Operation, maintenance of pumping machinery with all allied Elect / Mech. Equipment in one or required shifts as directed by Engineer-in-charge.

Sr. No.	Description	Shift	Qty.	Remarks
01	Pump operator	02	04	
02	Helper	02	04	
03	Electrician	General	01	
04	Fitter	General	01	
05	Mali/Gardener	General	01	
06	Watchman	Night	04	
	Total		15	

Contractor

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ULHASNAGAR MUNICIPAL CORPORATION
WATER SUPPLY AND SEWERAGE DEPARTMENT

Name of work: - Operation, Maintenance and repairs to Sewage Treatment Plant with 22/0.433 Volt H.T. Sub-Stations at Khadegolavli in Ulhasnagar.

DETAILED SPECIFICATION

PART- I: - ESTABLISHMENT

Item No 1:- (A) OPERATION

- 1 The work includes operation of all equipments and components installed in the Sewage Treatment Plant and detailed elsewhere.
2. The operation includes operation of all HT & LT equipments such as pump, motor, crane, screen, chlorinator, etc. and its starting controlling and gadgets such as starters, Valves etc.
3. The operation should be carried out in 2 shifts each of 8 hours duration. The operation of the equipments and components as specified in brief description of units and equipments and as installed should be carried out as directed by Engineer-in-charge of work from time to time.
4. Two operators and two helpers should be appointed for each shift. Hence those be total four operators and four helpers for two shifts.

Contractor

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5. This minimum requirements of staff to be kept if more persons are required or such situation arises the same should be provided by the Contractor without extra cost of Ulhasnagar Municipal Corporation.

6. This item also includes the repair job to be carried out for the materials provided by UMC. The dismantling of equipments. Reinstallation, replacement and other repairs work required to be carried out in deemed to have been included in this item

The Contractor shall overhaul clean the equipments by diesel and greasing the same after completing repairs work.

7. The maintenance and repairs should be carried out in one shift and only. The following staff should be provided by the Contractor under this item.

- a) Elect. Supervisor : - 1No.
- b) Electrician : - 1 No.
- c) Helper for Electrician cum Mali : - 1 No.
- d) Laboratory technician/chemist : - 1 No.

8. The staff requirement started above is minimum and if more persons are required to carry out particular maintenance and repairs works the same should be arranged by the Contractor without any extra cost to UMC.

9. The Supervisor shall have to look after all the work under Schedule “B”.
10. The laboratory technician shall have to carry out the sample test of the plant and give report every day.

Item No.3 SECURITY ARRANGEMENTS

1. The Contractor should provide round the clock security arrangement of all the machinery and equipments. In the sewage treatment plant.
2. Two numbers of watchmen per shift for two shifts per day should be provided by the Contractor. The shift of watchman shall be of 12Hrs. duration. This is minimum requirement of watchman and if more watchman are required if such situation arises, the same should be provided by the Contractor without any extra cost to UMC.

PART – II

Item No. 4 REPAIRS

Repairs to sludge pump.

1. The work include opening, repairing, replacing, worn out spares, bearings, glands packing etc. overhauling and refitting the sludge pump in proper manner, duly aligning with the prime mover.

The materials required if any is to be procured by the agency.

Agency has to give the test and trial for pump at least for 8 working hours.

In case. Of any problem occurs during the test and trial the same should be rectified by the agency at their cost.

REPAIRS TO CHLORINE DOSING PUMP

2. Chlorine dosing pumps are coupled in chlorinating system to provide the required chlorine dose to drain water flow in feed channel wear contact tank.

The scope of work covers opening, overhauling, repairing if any refitting and when required and as per instructions of Engineer-in-charge.

All the material required for repairs, overhauling is to be procured by agency.

Agency has to give test and trial for the work at least for 8 working hours.

In case of any problem occurs during the test and trial, the same should be rectified by the agency at their cost.

3. **REPAIRS TO CHLORINE PIPE LINE**

The item includes to replace PVC pipe and specials of chlorine, valves, solonide switch copper tube brazing etc. complete.

4. **REWINDING TO ELECTRIC MOTORS**

Electric Motors having different capacities are engaged with the machinery at various locations for various purposes. It ranges from 1 HP to 20 HP.

The work includes, dismantling of motor from foundation, opening, rewiring, refitting and re-aligning in proper manner with transportation to workshop and back etc. complete. With painting and replacing bearings, terminal plate if requires.

The wiring should be carried out from super enameled copper wire having required gauge and class of insulation should be as specified on the motor nameplate.

5. DESILTING OF PRIMARY DIGESTER

The item includes to desilt the sludge in digester tank by desilting pump set or by manually complete with cleaning the digester. The necessary manholes shall be open for disilting tank. This item also includes to clean the pipelines between sludge well to primary digester and secondary digester. Necessary electric supply for desilting pump is available at site agerry has to tap the supply with necessary wire & connections. The removed sludge should be carted at dumping point as directed by Engineer-in-Charge. Agency has to report the Engineer-in-Charge prior to take up the work in hand as well as an completion of the work.

6. REPLACEMENT OF SIDE WEIR PLATES OF SETTING

Agency has to check the clari Flocculate Bridge, brasses, blades, stiffeners etc. The rested structural components of both clari folulater and bridge shall be replaced be new one. The scope of work includes providing and replacing all spares and structural components such as brasses, supports blades, columen assembly structure, stiffeners, side weir, plates, chequer plates with suitable welding the M.S. material. The work also includes gas cutting, fabrications or welding the M.S. work. All the work shall be stated under intimation to Engineer-in-Charge.

Alter completion of repairs and replacements of work all M.S. structure shall be scrapped, cleaned and painted with on 2 coats of redwide paint and 2 coats of epoxy paint.

7. FABRICATIONS OF FLOOR GRILLS

Agency has to check the floor grills pattern and take actual measurements of the required grills.

Floor grills should be fabricated from M.S. strips of the exact size of the previous one, so as to match the floor levels.

Floor grills should be painted with one coat of red oxide and two coats of enamel paint.

Floor grills should be erected on floors wherever required and fix the grill with welding tags. Only rested floor grills work shall be carried out under intimation to Engineer-in-Charge.

8. CHLORINE TONNERS PRESSURE TEST

The chlorine tonners shall be tested at National rayan Co. or at century reyan Co. with suitable pressure. For checking the strength of cylinder whether the cylinder is useable or not. The necessary test certificate shall be submitted by the agency. The item includes all charges for testing loading unloading transportations etc. complete.

9. REPAIRS TO LEVEL INDICATOR AND FLOW METER

This item includes repairs to level indications flow meter, system with cabling. The level indicater shall be replaced by new one. The flow meter shall be repaired with all repaired with all required materials wiring parts etc. complete. The cabling shall repaired or replaced with new one.

The system shall check completely and repairs to give proper flow and level indication complete satisfaction to Engineer-in-Charge.

10. DISPOSING OF THE OLD CHEMICALS

The Contractor shall check all the chemicals kept at laboratory and expired chemicals shall be dispose off. The 2 m x 2 m deep pit shall be prepared in ground and dispose off the chemicals in the pit will filling the excavated soil.

Necessary precauesition shall be taken that no any person can take this chemicals.

PART-II

Item No.5 MATERIAL SUPPLY

The scope of work cover supply of materials required for day to day maintenance. As preventive maintenance of all pumping machinery, it's allied equipment area lighting as well as chlorine supply during the period of 12 moths. The material shall be supplied as and when required as per instructions of Engineer-in-charge. Agency has to maintain separate register for 1) Operation 2) Day to day maintenance and repairs 3) Chlorine 4) Laboratory test request 5) Attendance and these register should submit at the beginning of next month to Engineer-in-charge.

1. Transformer Oil

The Contractor shall be supply new and fresh transformer oil with 100 ltrs. Barrels. The oil strength certificate shall be produced to time of detailed delivery.

The transformer oil with stand strength shall not be less than 55kv for 1 minute. The supplied oil shall be filled in transformer, OCB and strectures, etc. complete.

2. Lubricant Oil

The Lubricant oil shall be supplied with 5 ltrs. Sealed pack. The lubricant oil shall be similar to SAF-40 of Castrol.

3. Bearing Grease

The bearing grease shall be similar to AP-2, supplied with 2 Kg. scaled packs. The acceptable makes are Castrol, HP Indian Oil Vidrol.

4. Cotton Waste

Cotton waste should be of superior white quality, grade, free from any foreign material that can harm to hands while using. Cotton waste should be of fine cotton thread waste. Wastage of cloths will not accepted.

5. High Tensile Nut-Bolts & Washers

The hardware shall be of good quality reputed make and satisfaction to Engineer-in-charge.

6. Rubber Gaskets

The packing shall be good quality and satisfaction to Engineer-in-charge.

7. Gland Packing

Graphited gland packing ranging from 15 mm to 20 mm should be quality product and is to be supplied in standard packing only. Loose gland packing will be accepted and such supply will be return to the agency without any payment made there of make champion.

8. D.O. Fuse element of 5 Amp. Capacity of approved make.

9. Capacitors

The Crompton make capacitor bank of 5 kVAR x 4 Nos shall be provided with test certificate. The bank shall be installed as per instruction of Engineer-in-charge.

10. Supply erection of pump or motor bearing with dismantling of pump/motor and reerection the same at time of fixing bearing necessary precaution shall be taken the bearing shall fitted smoothly with dirt free wooden rod. The payment of bearing shall be made as per SKF make price list enclosed here with only for which bearing are changes.

11. Panel Accessories

Supply erection and commissioning of panel accessories shall be of approved makes as per MJP/PWD/DSR. The payment of panel accessories are made as per MJP/PWD/DSR 2003-04 and market rate which item is not available in D.S.R.

The original purchase receipt shall be submitted by agency for verification and payment.

12. G.O.D.

Supplying and erecting approved make 22 kv out door type gang operated air break triple pole switch 200 Amp. Capacity with 3 post pin 2 strack insulator per phase, mounted in horizontal or vertical positions on provided cross arm with adequate length of GI pipe for operating handle erected on extended square. The operating handle provided with lock and key at suitable height from ground level with necessary clamps and 4 SWG copper conductor lugs etc. the item includes to dismantle the existing G.O.D. and store it at godown as per instruction of G.O.D., D.O., insulator shall arranged by the Contractor.

13. Supplying and erecting approved make 22 kv Drop out fuse with two strack insulator complete with fuse holder, fuse barred with metal fitting, fuseing element complete erected on M.S. channel with working current of 15 Amp. Complete erected on provided cross arm with

Contractor

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dismantling of existing D.O. fuses. The item includes necessary 4 SWG Copper conductor, lugs alkathere sleeve etc. complete.

14. Supplying and erecting approved make thyrite type lighting arrester suitable for 22 Kv. Supply with necessary ancillary materials, complete erected on provided cross arm and connected to the over head line with necessary 4 SWG copper conductor, lugs etc. complete. The existing lighting arrester shall be removed and kept in godown.
15. Supplying and erecting porcelain disc type insulator suitable for 22 Kv. Line complete erected with suitable hand wares on provided cross arm with dismantling the existing disc insulator.
16. Supplying and erecting porcelain pin type insulator suitable for 22 Kv. Line complete erected with required hand wares on provided cross arm with dismantling of existing pin insulator.
17. Dismantling pole with bracket, clamps from cement concrete foundation and making the site clear by refilling the pits with excavated material and bringing it to the ground level. Dismantling the HPSV lamp fitting pole and checking the lamp, Ballast, condenser etc. and the usable material shall be kept at spares.

The item also includes supply and erecting steel tubular swaged pole 139.7 x 114.3 x 88.9 mm.dia. with 4.5 x 3.65 x 3.25 mm. thickness (5+2+2 Mtr.) length respectively and total 9 Mtr. long as per IS-2713 (Part-II) complete erected duly painted with two coats of red oxide paint one coat of bituminous paint for the length to be embedded in ground and plinth and two coats of allym. Paint for the remaining portion erected in

position with M.S. base plate of 30 x 30 x 0.6 cms. deep in 1:3:6 cement concrete (20 x 25 mm. stone metal) and 45 x 45 plinth duly plastered and with necessary curing and finishing in an approved manner.

18. Supplying and erecting street light HPSV lamp fitting suitable for 150 watts having deep drawn one piece aluminum body nickel chrome plated reflector with clear acrylic cover and necessary control gear & electronic ignitor etc with necessary wiring complete with accessories such as copper wound choke, condenser, lamp etc and marking Sr. No. and date of erection.
19. Supplying of HPSV lamp threaded type 250 Volts, 150 watt son-T type the lamps are supply as spare lamps.
20. Supplying and erecting street light bracket for erection of HPSV lamp fitting made from 40 mm.dia. 'B' Class GI pipe 1.2 Mtr. in length welded to pole cap 4 mm.dia. thick 30 cms. in length of suitable diameter on the top of the pole with 15 cms. welded corner support of M.S. Sheet with set screws and painted same as pole.
21. Supplying and erecting water light terminal box of cast iron of size 200 x 150 x 150 mm with suitable kit kat/MCB with top and bottom folded rubber rings to make it water tight with pole clamp made from 40 x 3 mm M.S. that with nut bolts duly painted as per prole complete. with cable glands.
22. Supply, erecting marking mainiature circuit breaker confirming to IS 8825 of 1996 single pole 0.5 Amp with required wiring connection and lugs etc.
23. Supplying and erecting mains with 2 x 2.5 sq. mm. stranded copper PVC insulated wire with 1.1 kv grade ISI mark laid for street light or any lighting purpose complete.
24. Supplying and erecting PVS/XLPE armored cable 1100 V. grade with ISI mark 4 core 16 sq.mm. stranded aluminium with 6 mm thick 25 mm

width MS spacers erected on wall or in trench, pole as per standard practice.

- 25.** Making trench in ground of 0.3 x width 0.9 Mtr. depth for laying cable embeded the same with screened sand bed 20 cms. thick and bricks placed on top of cable width wise all over the run and back filling the soil in proper manner.

26. Insulation Tape

The insulation tape of steel grip or ISI mark shall be supplied.

27. Fire Extinguishers

The existing fire extinguishers shall be make empty and refill the same by Co2 gas or powder. The test certificate of the same shall be submitted.

28. Refilling Chlorine Cylinder

Agency has to provide chlorine toners refilling services. Corporation has chlorine toners having 900 Kg. capacity. The toners should be refilling from Century Chemicals and Century Rayon as per convenience. Agency has to make proper arrangement for lifting, transporting, refilling back the chlorine toners.

**City Engineer
Ulhasnagar Municipal Corporation
Ulhasnagar**

ULHASNAGAR MUNICIPAL CORPORATION
WATER SUPPLY AND SEWERAGE DEPARTMENT

**Name of work: - Operation, Maintenance and repairs to Sewage Treatment Plant
with 22/0.433 Volt H.T. Sub-Stations at Khadegolavli in
Ulhasnagar.**

BRIEF DESCRIPTION OF UNITS AND EQUIPMENTS

1. SCREEN

Mechanical Screen

A mechanical bar screen is provided in the channel of 2 m wide x 1.8 m deep mechanical screen comprises of curved rack made of bar of size 65 x 12 mm with a clear opening of 19 mm between the bar. One drive unit of 1 HP 3 HP electric geared motor having a gear ratio of 30 mm is provided with following control arrangement.

Automatically operated float control system.

Timer control arrangement to operate the screen on every present period.

A high liquid level alarm annunciation.

A manual over ride switch to operate the mechanism at well.

One bye pass arrangement is provided with two gates. One each on upstream and downstream insulates the mechanical screen for maintenance purpose.

1.2 Manual Screen

One manual screen of size 2 m x 1.8 m deep is provided. The screen is made up of steel of size 40 x 10 mm spaced 25 mm. A steel hand rack is provided for manual screening purpose.

2 GRIT SEPARATOR/DETROTOR

For removal grit particles upto 0.15 mm. size. One grit removal unit is installed. Grit removal made up from sub-station.

a) Concrete tank of size 7 m.

2.1 Collecting Mechanism

Totally enclosed drive head of fixed base with ball race strip lines and moving worm wheel steel ball M.S. fabricated bridge is driven by a.5 kW.3 phase electric motor complied with reducer box of 15/1.

2.2 Grit Elevator Assembly

A reciprocating mechanism consisting of various components M.S. rack with scrappers which is driven by 1.5 kW. 3 phase electric motor coupled with reducer gearbox having ration of 50/1.

2.3 An organic return pump is provided with the unit which returns the organic matter to the main sewage stream drive unit to the pump of an electric motor of 3 phase. 415 V. 1HP.

3. DISTRIBUTION CHAMBER

A distribution chamber accumulating of 5 Nos. of C penstock of size 500 mm. x 500 mm. and two telescope for one each or two primary setting tank. All penstock are provided with extension spindle. Headstock and Hand wheel.

4. PRIMARY SETTLING TANK

Two Nos. center feed rotating type primary clarified mechanism for installation in each separate tank of 27.5 m. dia. comprising of.....

- a) Slewing rink turnable with ball race having bottom base fixed on concrete center bearing and top rotating with bridge.
- b) Rotating half bridge supported by one end at slewing and other end on traction bogie. Complete with handrail chequer plates etc.
- c) M.S. fabricated traction bogie to support one end of rotating bridge complete with 1.5 HP. 3 phase 15 V electric motor reducer gear box of 300/1 ratio. Rubber tiered traction wheels. Shaft and plumber block.
- d) M.S. scrapper frame suspended from the bridge.
- e) M.S. diffuser suspended from bridge.
- f) M.S. scum through and scum box.
- g) M.S. weir plate.
- h) S.V. and piping for sludge line.

5. SLUDGE CONSOLIDATION TANK AND PUMPING STATION

Two Nos. of hopper bottom RCC tanks of size 13 m. long x 4.5 m wide are provided with to facilitate inlet and outlet penstock alongwith head stock etc. spindle and 3 Nos. of variable valves with piping and valve to draw off supernatant. The sludge pumping station to facilitate with following equipment and facility.

- a) 4 Nos. ratio make positive displacement billed rotor type pumps set having capacity of 5 to 75 m heads. With valves piping P.G. and driving motor of 12.5 HP. Bharat make motor with base plate and belt drive arrangement.
- b) 1 No. Kirloskar make sump pump piping and valves etc. having capacity 30 L/M at head driven by 0.75 kW Kirloskar . 1 HP electric motor.

- c) 1 No. single girder crane of capacity 1 tone.
- d) Ventilation arrangement with intake ducting and exhaust fans with ducting
2 Nos. of intake and exhaust ducting are provided.

6. PRIMARY DIGESTOR AND DIGESTOR TANK.

6.1 One circular type closed primary digester unit built on 23 m.dia. x 9.5 m. dia. depth concrete tank is provided with following facilities and equipments.

- a) 3 Nos. electrically driven 7.5 HP propeller mixer mounted on top of the tank at angle of 120°.
- b) 3 Nos. single girder traveling trolley with chain pulley block supported with 2 pole structure.
- c) 2 Nos. air release and vacuum valve mounted on top of the dome.
- d) Piping with valves to draw off supernatant sludge and gas.
- e) Gas burner along with gas piping fitted with sedimentation trap. Drip trap pressure regulator, pilot flame check.

6.2 1 No. open circular concrete digester tank of size 15 m x 3.6 m. deep is provided with piping and valves to intake and draw off the sludge.

7. SITE DRAINAGE PUMP HOUSE

Site drainage pumping station is installed for the purpose to recalculate the supernatant from digester. Consolidation tank and drying bed to the main inlet channel. The pumping station housed with following equipment and facility.

- a) 2 Nos. of vertical centrifugal non-clog pump sets of capacity 50 L/S against 18.5 M. head drive by Kirloskar make 20 HP. 3 phase 415 V. 1450 RPM electric motor.

- b) Piping with valves.
- c) Control panel for pumps.
- d) Level control devices.
- e) 1 tone capacity manually operated single girder travelling trolley with chain pulley block.

8. H.T. SUB-STATION AND PANEL ROOM

- a) H.T. Sub-Station.

One outdoor type 22 kV/415 V. H.T. sub-Station is provided with the following equipments.

- i) 1 No. D.P. structure along with set of 22 KV GOD DO fuses operating rod insulators etc.
- ii) Set of CT and PT for metering and protection purpose.
- iii) 22 KV MOCB Jyoti make
- iv) 1 No. 22 KV, 415 V. 150 KVA Pastille make powder transformer along with accessories.
- v) H.T. and L.T. cabling.
- vi) Panel room housed with following units.
- vii) 1 No. 415 V. switch gear.
- viii) 1 No. Trivector meter
- ix) 15 Nos. of 2 V. batteries with stand.
- x) 1 No. D.C. panel to operate the MOCB.

9. LABORATORY

A well equipped laboratory provided with following major equipments and necessary chemicals to take required tests i.e. pH. SS. BODs, COD. alkalinity, chlorine demand and residual chlorine volatile acids etc.

- a) 1 NO. DHONA make electronic balance. Readability 0.1 mg.
- b) 1 No. K Rosy beam balance with balance masses of sensitivity 0.1 mg.
- c) 1 No. Contronix make water still of capacity 31/m.
- d) 1 No. muttle furnace of size 230 x 100 x 100 m.
- e) 2 No.s laboratory over 250° C with accuracy -2°C of 450 x 450 x 450 mm.
- f) 1 No. Komal make diner.
- g) 1 No. each pH meter and conductivity meter.

10. CHLORINE PUMP HOUSE AND CONTACT CHAMBER

Chlorine pump house is equipment with following equipments and accessories.

- a) 2 Nos. of vaccum type feed solution chlorinators having capacity of 38 Kg/Hr. along with vaccum Banoco make and pressure regulating valve pressure and vaccum relif valve with safety vent. Remote wall mounted infectors. Vacuum vent and drain tube on gas pressure gauge. Infector vaccum gauge. Water P.G. solution. P.G. feed rate adjustment valve etc.
- b) 3 Nos. B.E. make booster pump set having capacity 5 l/s at 35 m. head with 10 HP. 415 V. 3 phase. 1440 RPM. Bharat Bijlee make motor and base plate complete.
- c) 6 Nos. chlorine toners along with trunion set.
- d) 2 Nos. 3 ton capacity fully electrically operated single girder cranes with electronic weighed of 5 ton capacity.

- e) High and low vacuum alarm annunciation.
- f) Alarm annunciation when chlorine drums are empty.
- g) 1 No. 415 V. Switch gear.
- h) Ventilation arrangement.

(A) OPERATION SCHEDULE

1. GENERAL

The Contract work includes operation, maintenance of STP including cleaning routine rectification of the equipments. And the system of STP mentioned in Schedule enclosed.

Intent and essence of the Contract is to maintain entire system from connection of incoming sewerage upto and including disposal off final effluent to the quality and standard as mentioned earlier. The entire system should be maintenance with high standard and in professional like manner so as to keep system operated smooth.

The staff required and their qualification mentioned in the tender specifications.

- a) The Contractor will be operate and run STP Ulhasnagar in two shifts with the staff as described.
- b) General maintenance, routing rectification and testing shall be carried out in day shift (1st shift) except emergency repairs.
- c) The Contractor shall carry out daily/periodically maintenance of STP as per maintenance schedule approved by Engineer-in-charge. Maintenance schedule appended in the tender is tentative and may be modified if deemed necessary by Engineer-in-charge.

The Contractor shall provide and maintenance battery acid and water at his cost.

- d) The Contractor shall maintain the daily record and work in prescribed proforma as per annexure and submit daily operation report the Engineer-in-charge on next day at 10:30 Hrs. to office. The Contractor shall immediately point out to the Engineer. If fault occurred in any part of the system.
- e) The Contractor shall maintain the record of machine and a logbook. And also keep measure of incoming sewer final effluent sludge and gas formatting etc. as directed by the Engineer-in-charge.

The Contractor shall maintain the quality test record of incoming sewerage and final effluent. The other necessary records shall be maintained as directed by the Engineer-in-charge.

- f) The Contractor shall sweep daily the area within the compound and the floor in the building/pump house. The Contractor shall clean the floor with water twice in a month. Contractor shall also the walls of the entire rooms/pump house etc. twice in a month.
- g) It is the responsibility of the Contractor to remove and store the sludge the sludge cakes as per directions of the Engineer-in-charge.
- h) The scope of contract also includes creation of good-looking lawn/lawns. plantation of trees. All the materials such as seeds/plants. fertilizer etc. required for creation of lawn. Plantation will be provided by the department. It is the responsibility of the Contractor to maintain the lawn/trees in good manner (freener/shape) i.e. by watering daily giving fertilizer as and when required. Necessary plastic hose pipe and plumbing shall be carried out for watering at without any extra cost. Necessary labour for this whenever required shall be provided by the Contractor without any extra cost.

Contractor

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(B) MAINTENANCE SCHEDULE

1. SCREEN

- a) Screen should be checked every shift for properly cleaning of bars.
- b) Check weekly oil level in gearbox.
- c) Check electric connection weekly for its proper tightness.
- d) Check monthly the alignment and weekly tightening of nuts-bolts, lubricants, grease etc.

2. GRIT REMOVAL MECHANISM

- a) Check weekly oil level in each gearbox of unit and top up if necessary.
- b) All nuts and alignment checked fortnightly.

3. PRIMARY SETTLING TANK

- a) Wearing parts checked daily and replace if necessary.
- b) Checked oil level weekly in gearbox of all geared motors.
- c) Lubricants to slewering bearing weekly.
- d) Lubricate all moving parts at least weekly.

4. SITE DRAINAGE PUMP HOUSE

- a) Check oil levels and top the same weekly.
- b) Check the notice on every operation of pump sets and inform immediately on found abnormal.
- c) Lubricating to motor bearing fortnightly.
- d) Check all the electric connection weekly for proper tightness.

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5. PRIMARY DIGESTOR AND GAS PIPING

1. MIXER

Lubricate the mixer lower bearing twice in a week. Lubricate the defector mixer upper twins and motor bearing weekly.

2. VACUUM AND PRESSURE RELIEF VALVES

Guide and seat cleaned fortnightly with water moisture regularly.

Wipe diaphragm cleans and dries fortnightly.

Check the movement of vaccum pressure relief valve through entire span of lift fortnightly.

3. FLAME ARRESTOR

Check and clean the blank of arrestor monthly.

Check and clean all matching surface of arrestor monthly.

4. SEDIMENTATION TRAP AND DRIP TRAP

Remove the condensed and check the operation of drip trap twice a week.

Check and thoroughly cleaned drip trap fortnightly.

Check and clean the bottom flange of sedimentation trap fortnight.

Pressure regulating vail be checked and thoroughly cleaned monthly.

6. CHLORINE PUMP HOUSE

Any chlorine has leakage found close the gas line valves and stop the unit immediately.

Set closing valves daily as per report laboratory-in-charge on final effluent.

Replace the chlorine toners as and when empty.

Check the leakage through glands of booster pump in every shift and tight if necessary.

Replace the gland packing of stuffing box of pump monthly and valve quarterly.

Check all electric connections weekly for its proper tightness.

Lubricate the pump and motor bearing fortnightly.

7. H.T. SUB-STATION AND PANEL ROOM

Check all Meguro valve of individual component of the sub-station half yearly and submit relevant date to officer.

Check the electric strength of transformer oil in transformer. MOCB. CT/PT unit half yearly and submit the report to office.

Check oil levels in transformer, MOCB monthly and put up if necessary.

Check the half-yearly valves of earth electrode in order to ensure the safety of entire sub-station.

Fins of the transformer be cleaned weekly.

Check the liquid level in battery weekly and top up if necessary.

Check the specific gravity of electrolyte of battery monthly.

Ensure all the operations of individual component works properly once in a month.

- 8.** In addition to above all the bearing of electric motor fans etc. which not included above but provided on site of work be lubricated periodically as directed by Engineer-in-charge.

9. All the electric panel should be checked and cleaned monthly and check the function of each component of panel. Any requirement for replacement, approach to representative to Engineer-in-charge for supply of spares.

10. All chain pulley blocks, cranes be lubricated quarterly and operated at least once in a month.

11. Maintenance of all the items, equipments omitted from above but provided in the process shall be carried out as per direction of Engineer-in-charge.

**City Engineer
Ulhasnagar Municipal Corporation
Ulhasnagar**

(C) MAINTENANCE OF PUMP AND VALVES

A) DAILY IN EACH SHIFT

1. Leakage through gland packing and tightening. Loosening to ensure that extent of leakages is in drip form.
2. Bearing temperature, if high check up cause and take remedial action.
3. Noise and vibration, if undue, check up cause and take remedial action.
4. Pressure, if high or low check up cause.
5. Clean and remove dust from pumps, piping and valves etc.

B) WEEKLY

Greasing the sufficient boxes.

C) MONTHLY

Check tightness of all nuts-bolts.

Check up coupling bushes for wear.

Checking and replacing gland packing if necessary pump and valve.

D) QUARTERLY

Inspection of packing and replacing if necessary.

Cleaning and ceiling the gland bolts.

Checking and lubricating of all bearings.

E) IN 5th MONTH

Removing gland packing and checking wear on line shaft and gland portion.

Replacing gland packing.

Cleaning and examination of all bearing for and checking and play.

Replacing oil, grease of bearing. Replacing gland packing of sluice valve.

Contractor

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D) MINIMUM QUALIFICATION REQUIRED FOR STAFF

Engineer/Supervisor

Degree/Diploma in electrical or mechanical engineering, electrical supervisions license is preferred and having 2/3 years experience in operation, maintenance and repairs of STP.

1. Electrician

Passed certificate of competency awarded by IEL Department or ITI electrician grade with 2/3 years experience in electrical maintenance and repairs.

2. Laboratory Technician

BSC with 3 years experience in water quality analysis.

3. Electrical Pump Operator

2nd class wireman certificate or ITI trade with experience of 2/3 years in operation of STP.

4. Valveman Cum Helper

Literate person having experience in helper for work as mentioned and intended.

5. Watchman

Physically good health and preferably literate.

6. Gardner

Familiar with the plantation, seeds heaving physically sound.

ANNEXTURE-I

PUMPING REPORTS

I) SLUDGE INCOMING

Particulars	Morning Shift			Evening Shift		
	Start	Stop	Total Hrs.	Start	Stop	Total Hrs.
Connection No. I						
Connection No. II						
Connection No. III						
Total Hrs.						
Sewage Flow in MLD :-						

II) PUMPING DETAILED

Particulars	Morning Shift			Evening Shift		
	Start	Stop	Total Hrs.	Start	Stop	Total Hrs.
Sludge Pump No. I						
No. II						
Total						
Side Drainage Pump No. I						
No. II						
Total						
Chlorine Pump No. I						
No. II						
Total						

III) PARTICULARS :-

- i) Electric power Shutdown :-**
- ii) Chlorine Cylinder Operation :-**
- iii) Repairs/Spare required :-**
- iv) Power Factor :-**
- v) KWH reading :-**

SIGNATURE

Contractor

No of Correction

Executive Engineer

ULHASNAGAR MUNICIPAL CORPORATION
WATER SUPPLY & SEWERAGE DEPARTMENT

**Name of Work: - Operation, Maintenance and repairs to Sewage Treatment Plant
with 22/0.433 Volt H.T. Sub-Stations at Khadegolavli in
Ulhasnagar.**

DECLARATION

I hereby declare that, I have made myself thoroughly conversant with the local conditions regarding availability otherwise of all materials and the labour on which I have based my rates for this work.

The Conditions, specifications and Schedule “B” of the above said work have been carefully studied and understood by me before submitting the tender.

City Engineer
Ulhasnagar Municipal Corporation
Ulhasnagar

Contractor

No of Correction

Executive Engineer

**ULHASNAGAR MUNICIPAL CORPORATION
WATER SUPPLY & SEWERAGE DEPARTMENT**

**Name of work: Operation, Maintenance and repairs to Sewage Treatment Plant
with 22/0.433 Volt H.T. Sub-Stations at Khadegolavli in
Ulhasnagar.**

Final List of Documents to be uploaded Online:

The following documents should be uploaded by the tenderers in the same order as mentioned below, in the form of PDF Files on the e-Tendering website during **Online Bid Upload/Submission** stage.

Sr. No.	List of Documents
1	Registration in class “A” (Electrical/Mechanical) & above with Maharashtra Jeevan Pradhikaran/Public works Department (Electrical)/Government/Semi Govt./or any Semi Govt. organization.
2	Valid Electrical License issued by PWD (Electrical).
3	Valid Certificate of Registration with Work contract tax, ESIC (if available) & employees provident Fund.
4	Pan Card for income tax.
5	Experience in carrying out the operation & Maintenance of Pure Water Pumping Stations/Sewage Pumping Stations of one plant having minimum 14 MLD capacity in MJP/PWD/GOVT./Semi Govt./MIDC/CIDCO/Municipal Corporations and Carrying out the installation works of 20 H.P. Pumping Machinery with all allied Electrical/mechanical works with 100 KVA Transformer. Certificate regarding experience as per above should be from an officer not below the rank of Executive Engineer
6	List of Machinery, tools & Plants available with the tenderer for use on this work.
7	Similar type of work in hand. (As per Sr.No.-5 above)
8	Scanned copy of (i) both sides of stamped Bank Challan (ii) Demand Draft for amount deposited towards tender document fees.
9	Scanned copy of Demand Draft for amount deposited towards Earnest Money Deposit.
10	Memorandum of undertaking
11	Declaration
12	

Note: During Online Bid Upload/Submission, apart from the above mentioned documents, if any need arises to upload additional documents, an option of ‘**Upload Additional Documents**’ has been provided in the e-Tendering software which will be available to bidders during **Online Bid Upload/Submission** stage.

Contractor

No of Correction

Executive Engineer