

GUJARAT WATER SUPPLY & SEWERAGE BOARD



**Operation and Maintenance of Mechanical Section For DDSA
Package 10 Chilakota RWSS**

(Different Head works, Sub Head Works & Village Level)

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GENERAL CONDITIONS OF CONTRACT FOR COMPREHENSIVE OPERATION & MAINTENANCE

I. ADMINISTRATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In these Conditions of Contract (“Conditions”) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

1. “Applicable Law” means all national (or State) legislation, statutes, ordinances and other Laws and regulations and by laws of any legally constituted public authority.
2. “Contract” means the contract agreement, these conditions, the employer's requirements, the Tender and the further documents (if any) which are listed in the contract agreement.
3. “Contractor’s Equipment” shall mean all equipment, instruments, tools, machinery and other appliances and things of the Contractor at the Site required for the fulfilment of the obligations of the Contractor under these Conditions.
4. “Contractor’s Personnel” means the contractor's representative and all personal whom the contractor utilizes on site, who may include the staff, labour, & other employees of the contractor and of each sub-contractor & any other personal assisting the contractor in the execution of the work.
5. “Dispute” shall have the meaning given to it in Clause 15 of these Conditions.
6. “Defects Liability Period” means the defect liability period of **60** Months for all works commencing on and from of taking over during which contractor shall undertake the responsibilities and have the liability for the facility.
7. “Employer’s Risk” shall include the risks mentioned as employers risks in the General Conditions and shall include any negligence or wilful misconduct on the part of the Employer and also any event of Force Majeure as provided in Clause 12 of these Conditions.
8. “Employer’s Personnel” means the Employer's Representative, the assistants and all other staff, labour and other employees of the employer and of the Employer's representative, and any other personnel notified to the contractor, by the employer or the employer's representative, as employer's personnel.
9. “Employer’s Requirements” means the document entitled employer's requirements, as included in the contract, and any additions and modifications to such document in accordance with the contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the works.
10. “Facility” shall mean the entire system to be designed and constructed including the buildings, structures, ramps, pits, pipes, fencing, lighting, testing and analysis equipment, tools, computers, software programs, safety equipment, plant machinery, supplies, instruments and inventory incorporated therein, as well as all open areas within the Site, and including any additions, modifications, alterations, replacement and repairs as may be made thereto from time to time.
11. “Force Majeure” shall mean those events mentioned in Clause 12 of these Conditions.
12. **“General Conditions” shall mean the conditions of tender issued by GWSSB for M& R works of projects.**
13. **“Good Maintenance & Operating Practices” means the standards, practices, methods and procedures as practiced internationally and in India conforming to all Applicable Law and that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced contractor engaged in India in the same type of undertaking under the same or similar circumstances as the Contractor pursuant to these Conditions.**
14. “O, M& R Contract” shall mean the contract entered in between the Employer and the Contractor pursuant to these Conditions.
15. “O, M& R Completion Certificate” shall mean the certificate to be issued by the Employer on the fulfilment of all the obligations of the Contractor under these Conditions.

16. "O, M& R Services" shall mean those services specified in Schedule [1] which the Contractor is obligated to perform under these Conditions.
17. "O, M& R Standard" shall mean the standards:
 - a) As Set forth in the O, M& R Manuals as Accepted by the Employer
 - b) As required pursuant to Applicable Law;
 - c) Set out in the Performance Guarantee; and
 - d) For the functioning of the Facility as required in accordance with the Contract including such requirements as may be mentioned in the Employer's Requirement.
 - e) For the functioning of the Facilities set forth in these Conditions.
18. "O, M& R Manual" shall have the meaning for manual of Operation, Maintenance and Repairs.
19. "O, M& R Period" shall have the meaning set out in Clause.
20. "O, M& R Price" shall mean the amount stated in Price Schedule.
21. "Party" shall mean each of the Contractor and the Employer and Parties shall mean both of them together.
22. "Performance Guarantees" shall mean the guarantee that the Facility shall be operated satisfying the minimum performance parameters set out in Schedule.
23. "Successor Contractor" shall have the meaning given to it in Clause.
24. "Site" shall means that specific area specified in the bid documents & shall include any other places as may be specifically designed by the employer from the time to time as forming part of the site.
25. "Taking Over Date" shall mean the date of issue of the taking over certificate after finish the taking over of m/cry and equipment for O&M&R Contract.
37. "Taking Over Certificate" means the certificate to be issued when the whole of the works or any sections or parts of the permanent works have been substantially taking over & satisfactorily commencement the O & M & R Work in accordance with the provision of the contract.
27. "Termination" shall have the meaning given to it in Clause [13] of these Conditions.
28. At the time of Agreement agency has to provide the photo identity card of manpower deputed to the each Head Works to the Divisional office&If when site staff is changed then first inform to division office with photo id of new staff.
(કરાખતસમયેએજન્સીદ્વારાદરેકહેડવર્કસપરરાખવામાંઆવનારમાણસોનીઓળખપત્રસાથે નીવિગતોવિભાગીયકચેરીખાતેજમાકરાવવાનીરહેશેતેમજજ્યારેપણકોઈમાણસબદલાયત્યા રેનવાઆવનારવ્યક્તિનીઓળખપત્રસાથેનીમાહિતીવિભાગીયકચેરીતેમજઇન્ચાર્જનાયબકા ર્થપાલકઇજનેરનીકચેરીમાંજમાકરાવવાનીરહેશે.)

1.2 Interpretation

In these Conditions, except where the context requires otherwise:

- (a) Words indicating one gender include all genders;
- (b) Words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
- (d) "Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (e) The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions;
- (f) The words "include," "includes" and "including" are not limiting;
- (g) As used in these Conditions, all defined terms include the plural as well as the singular;
- (h) Any agreement, document or drawing defined or referred to in these Conditions shall include each amendment, modification and supplement thereto and waiver thereof as may become effective from time to time, except where otherwise indicated;
- (i) Any reference to any Clause or Sub – Clause shall unless specified otherwise mean a Clause or Sub- Clause of these Conditions; and

- (j) Any rights of the Employer to make any inspections or to review any document shall not create any obligation on the Employer to conduct such inspections or reviews to detect any errors, inaccuracies, ambiguities or other potential problems. No inspection or approval by or on behalf of the Employer shall operate as a waiver of any provision of these Conditions, any obligation of Contractor under these Conditions, or any of the rights of the Employer hereunder, except as expressly agreed in writing by the Employer.

1.3 Commencement and Duration of O, M& R Contract

- 1.3.1 "The O & M Period" shall commence upon issuing of work order and shall continue for a period of **60** Months.

1.3.2 The Employer may propose an extension to the O, M& R Period by obtaining approval from competent authority.

1.3.3 The O, M& R period may then be extended subject to mutual consent and as per terms and conditions of tender document agreed to by both the Parties.

1.4 Applicable Law

- 1.4.1 The Contractor shall comply with all Applicable Law relevant to the Contractor's Personnel, including Applicable Law relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

- 1.4.2 The Contractor shall require his employees to obey all Applicable Laws, including those concerning safety at work.

- 1.4.3 In the event Employer becomes liable to any Employers Personnel, any governmental authority (including but not limited to any fines or penalties levied by or payable to such authority) or any other third party under the provisions of any Applicable Law resulting from Contractor's failure to comply with such Applicable Law, Contractor shall reimburse Employer for all payments required to be made by Employer to such Employers Personnel, governmental authority or any other third party, plus the actual expenses that Employer may incur in investigating, settling or defending any litigation or threatened litigation.

- 1.4.4 The Bidders shall be binding to all prevailing Government labour laws and time to time amendments published by Government pertaining to persons employed by him.

1.5 Assignment

The Contractor will not be entitled to sub contract any part of his obligation to any other combined party under these Conditions to any third party without prior approval of the Employer. Neither party may assign their rights and obligations under these Conditions without the consent of the other Party. However, the Employer may assign any rights under these Conditions to any financial institution from whom any financial assistance/credit facilities have been availed by the Employer.

1.6 Safety

1.6.1 Emergencies

In the event of an emergency endangering life or property, the Contractor shall take such action as may be necessary to prevent, avoid or mitigate injury, damage or loss and shall, as soon as possible, report any such incidents, including his response thereto to the Employer.

- 1.6.2 Contractor Action The contractor shall utilize his personnel to take such action as may be necessary in accordance with Good Operating Practices in the event of an emergency. Notwithstanding anything to the contrary herein, the Contractor may incur any expenditure or take any other operating actions as the Contractor deems to be necessary (in accordance with Good Operating Practices) in the case of emergencies affecting the Facilities or the operation of the Facilities to counteract the effects where the Contractor considers immediate action is required to safeguard lives or property. In case such emergency was caused due to an Employer's Risk then the Employer shall reimburse such reasonable expenses that might have been incurred by the Contractor in relation thereto acting in accordance with Good Industry Practices.

1.7 Notification

- 1.7.1 In the event of an emergency the Contractor shall forthwith notify the Employer of the emergency, the expenditures made and the operating actions taken.

- 1.7.2 If the Employer considers that an emergency has arisen in relation to the Facilities, the Employer may give written notice to the Contractor specifying the nature of the

emergency which it has identified and the manner in which it requests such emergency to be rectified. The Contractor shall rectify such defect with all due diligence. If such emergency is on account of an Employer's Risk then the Contractor shall be reimbursed all costs and expenses reasonably incurred by the Contractor for any actions taken by it pursuant to such direction or notice. If the Contractor fails to comply with such direction or notice promptly, the Employer shall be entitled to procure that it or any third party takes such actions as may be necessary to remedy such breach by the Contractor. Any costs that may be incurred by the Employer in this regard shall be reimbursed to him in full by the Contractor and shall be a debt due to him from the Contractor.

1.8 Inspections

Notwithstanding any provisions of these Conditions and without prejudice to any of the other rights vested by the Contractor under these Conditions, the Employer shall have the right at all times to inspect the Facilities and the Contractor shall co-operate in every manner with the representatives of the Employer inspecting the Facilities and allow them access to every part of the Facilities and produce any records requested.

2 OPERATION OF THE FACILITIES

2.1 Operation of the Facilities

2.1.1 The Employer appoints the Contractor to perform and undertake the O, M& R Services and all other obligations set out and in accordance with these Conditions during the O, M& R Period. The Contractor accepts the appointment and acknowledges a duty to perform such obligations.

2.1.2 The Contractor shall be in complete charge of and have custody and control over and responsibility for the Facilities, and the Contractor shall perform or cause to be performed on behalf of the Employer all O, M& R Services for the Facilities and shall supply or cause to be supplied all materials required therefore in accordance with the O, M& R Standard.

2.1.3 The Contractor shall also acknowledge that the Employer and the Employer's Personnel and other contractors may be carrying out work at the Facilities and shall endeavour to fully co-operate and work in a manner so as not to cause any obstruction or hindrance to them. The Contractor is an independent Contractor and not an agent, employee and nothing in these Conditions or the O, M& R Contract shall be deemed to create a joint venture between the Employer and the Contractor.

2.2 Responsibility of the Contractor

The Contractor shall be solely and exclusively responsible for:

2.2.1 Obtaining all necessary permits and consents required by Applicable Law or any governmental authority for the Contractor to carry out the O, M& R Services;

2.2.2 The procurement of all goods and services necessary to ensure compliance with its obligations under these Conditions;

2.2.3 Making available suitably qualified and trained personnel to perform the O, M& R Services;

2.2.4 Perform the O, M& R Services in accordance with the O, M& R Manuals and maintain the Facilities in good repair and condition and ensure that the Facilities are well and suitably maintained at all times in accordance with Good Operating Practices and in accordance with these Conditions;

2.2.5 Procuring and administering all chemicals and other consumables, tools, equipment, spare parts and other materials (which shall be of good quality and unused) necessary for the operation, maintenance & repairs of the Facilities;

2.2.6 Arranging for the testing and recalibration of all scales, meters, gauges and other measuring devices at the Facilities on an annual basis unless otherwise stated in the O, M& R Contract as instructed by engineer-in charge.

2.2.8 For providing any and all relevant information required by the Employer.

3.0 DUTY OF CARE BY THE OPERATOR & PERFORMANCE STANDARDS

3.1 Duty of Care

3.1.1 The Contractor shall manage, operate and maintain the Facilities in accordance with Good Operating Practices and in accordance with the O, M& R Standard so that the Facilities are capable of meeting the outputs and specifications set out in the Contract.

- 3.1.2 The Contractor shall take full responsibility for the care of the facility from the date of issue of the Taking over Certificate till the end of the O, M& R Period.**
- 3.1.3 If any loss or damage happens to the Facility, during the O & M Period due to any breach by the Contractor of any of his obligations under these Conditions including any wilful misconduct, negligence and non-conformity with Good Operating Practices than the Contractor shall, at his own cost, rectify such loss or damage so that the Facility conforms in every respect with the provisions of these Conditions.
- 3.1.4 The Employer shall be liable only in case of any damage caused due to any Employer's Risk.
- 4. OBLIGATIONS AND RESPONSIBILITIES OF THE EMPLOYER**
- 4.1 The Employer shall employ the Contractor to provide the O, M& R Services and shall: Following the issue of work order, hand-over the custody of the Facilities to the Contractor for its use during the O, M& R Period.
- 4.2 pay the Contractor all sums required to be paid in accordance with the terms of these Conditions.
Notwithstanding anything else herein contained the Employer may set off any sums owed by the Contractor under the Contract for monies owed to the Contractor by the Employer under these Conditions or as a debt due from the Contractor.
- 4.3 No advance payment or Down payment shall be made.
- 5 REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR**
- The Contractor hereby represents for the benefit of the Employer as follows:
- 5.1 Performance of O, M& R Services**
- 5.1.1 That the Contractor has the required skills and capability to perform, and shall diligently perform, the O, M& R Services in a high quality, timely and professional manner utilizing sound engineering principles and project management procedures in accordance with Good Industry Practices;
- 5.1.2 That the Contractor shall perform its obligations hereunder in accordance with the requirements of these Conditions and shall meet the Performance Guarantee.
- 5.1.3 That it shall not use any spare parts or material that are not new and which shall be of a quality that is in accordance with Good Industry Practices.
- 5.2 Knowledge of Adverse Information**
- 5.2.1 As of the Commencement Date, Contractor is not aware of any facts, conditions or events which would affect the ability of Contractor to provide the O & M Services in accordance with these Conditions.
- 5.2.2 Contractor has familiarized itself with the nature and extent of the O, M& R Services required to be provided under these Conditions and with all other requirements under Applicable Law.
- 5.3 Organization, Standing and Qualification**
- Contractor is validly existing and in good standing under Applicable Law and has all necessary power and authority to carry on its business as presently conducted and to perform its obligations under these Conditions. Contractor is, or will be prior to the date on which the O, M& R Services are to be commenced duly qualified or licensed to provide these services.
- 5.4 Due Authorisation**
- 5.4.1 Each of the execution, delivery and performance by the Contractor of all contracts entered into pursuant to these Conditions shall be duly authorized by all necessary action on the part of Contractor.
- 5.4.2 Neither the execution and delivery by Contractor of the O&M Contract, nor the consummation by Contractor of any of the transactions contemplated hereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of, any governmental authority or agency, except:
- (a) Such as have been duly obtained, given, registered, recorded, filed or taken and are in full force and effect or are not yet required; and
- (b) Filings and recordings expressly required pursuant to the O, M& R Contract. Contractor holds, or will obtain, any and all licenses, permits and approvals on a timely basis. Contractor has no reason to believe that any of those not yet required

will not be readily obtainable or done in the ordinary course of business upon due application there for.

5.5 Litigation

In the aggregate, there are no pending or, to the knowledge of Contractor, threatened actions, investigations or proceedings before any court, governmental authority or arbitrator, which would have material adverse effect on the ability of Contractor to perform its obligations under these Conditions.

6 INSURANCE

6.1 General Conditions

6.1.1 Without limiting the Contractor's obligations, responsibilities and liabilities under these Conditions, the Contractor shall be required to provide and maintain in full force and effect, at his expense the insurance coverage's specified in Schedule [5] for the O, M & R Period. Any deductibles on the insurance shall be to the account of the Contractor.

6.1.2 Maintenance of insurance shall not relieve the obligation of the Contractor to remedy or repair any damage to the Facility in case such damage is caused due to the fraud, negligence, wilful misconduct or breach of any obligations of the Contractor under these Conditions (including failure to perform the O, M & R Services in accordance with Good Operating Practices) at the Contractors cost promptly and regardless of the extent of settlement of claims by the underwriters or the time taken for settlement of claims. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor to the extent any such liability or damage is caused due any breach of any obligations of these Conditions (including failure of the Contractor to perform the O, M & R Services in accordance with the Good Operating Practices) by the Contractor or any wilful misconduct, negligence on the part of the Contractor.

6.1.3 The terms of the Insurance shall be approved by the Employer.

6.1.4 The Contractor **at the time of agreement** shall submit to the Employer evidence that the insurances required under Schedule [5] of these Conditions has been obtained as approved by the Employer.

6.1.5 The Contractor shall not make any alteration to the terms of any insurance without the prior approval of the Employer. If the Contractor fails to effect and keep in force any of the insurance it is required to effect and maintain under these Conditions, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the Employer may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due and may claim the same from the Contractor.

6.1.6 The insurances shall:

- (a) Shall be in the name of the Employer and the Employer shall be the sole loss payee,
- (b) Shall be extended to cover liability for all loss and damage to the Employer's property arising out of the Contractor's performance of his obligations or failure to do so under these Conditions and any fraud, gross negligence or wilful misconduct on his part, and If the Contractor fails to effect and keep in force insurance which is required to be maintained under these Conditions, and the Employer neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which would have been recoverable pursuant to such insurance shall be paid by the Contractor.

6.1.7 **The natural calamity, Fire etc. Comprehensive insurance shall be limited for Electrical/Mechanical equipment should be on Account of GWSSB**

“All Risk Type Policy” of manpower engaged to work by the bidder should be entirely on Account of the bidder. On Production of receipt of payment of insurance department will pay the actual amount of receipt or contract value of insurance as mentioned in schedule B whichever is less.

7 INDEMNIFICATION

7.1 Loss or Damage to Facilities

The Contractor shall at its own expense make good any physical loss or damage to the Facilities occasioned by it in the course of the performance of its obligations under these Conditions if and to the extent such loss or damage is caused by the

negligence, wilful default or breach of statutory duty or failure to follow Good Industry Practices by the Contractor.

7.2 Other Loss or Damage

7.2.1 Except as otherwise stated in this Clause 7.2 or covered by Clause 7.3, the Contractor shall indemnify, defend and hold harmless the Employer against any and all liabilities, losses, damages and claims of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties or any employee of the Employer or the in respect of loss of or damage to any third party property or property belonging to employee of the Employer by:

Any breach by the Contractor of its obligations hereunder; and

(ii) any negligence, wilful default or breach of statutory duty on the part of Contractor.

7.2.2 Except as otherwise stated in this Clause 7.2 or covered by Clause 7.3, the Employer shall indemnify, defend and hold harmless the Contractor for all claims and losses of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third parties or of any person employed by the Contractor in respect of loss of or damage to any third party property or property belonging to any person employed by the Contractor to the extent that the same arises out of any Employer's Risk.

7.3 Accidents or Injury to Workmen

7.3.1 The Contractor shall indemnify, defend and hold harmless the Employer or any Employer's Personnel against any and all claims for loss, damage and expense of whatever kind and nature (including all related costs and expenses) in respect of the death of or injury to any person employed by the Contractor in connection with the performance of the O, M& R Services and obligations hereunder except to the extent that such death or injury is caused by an Employer's Risk.

7.3.2 Neither Party shall be liable to the other Party for loss of use of the Facilities, loss of profit, loss of any contract or for any indirect or consequential loss or damage which in connection with the other Party in connection with the Contract, may suffer, other than under Sub-Clause [13] and this Clause [7].

7.3.3 The total liability of the Contractor to the Employer, under or in connection with these Conditions other than as provided in Clause 7.3.2 & 14 shall not exceed the sum of the O,M&R Price and the Delay Damages payable under these Conditions.

This Sub-Clause shall not limit liability of the Contractor in case of fraud, wilful default, gross negligence and liabilities arising due to breach of Applicable Law and the liability under any other Clause of these Conditions that might impose a greater liability on the Contractor.

8 INSPECTION

8.1 General Provisions

8.1.1 The Employer may check the operation of the Facilities or designate an organization of his choice to carry out inspections regularly. The Employer or the organization appointed by him shall check that the Contractor is performing the tasks for which he is responsible with due diligence. The Contractor shall at his cost provide all the assistance the Employer requires to complete these inspections.

8.1.2 Before any inspection, the Employer shall give prior notice to the Contractor, indicating the name(s) of the person(s) empowered to carry out such inspection in the name of the Employer.

8.2 Measurement and Analysis

8.2.1 The Employer has the right to perform any analysis or inspection he deems necessary. Before any inspection, the Employer shall give a prior written notice to the Contractor.

8.2.2 The water quantity, for any such test, analysis or inspection shall be measured by flow meters installed at the Facility, which are acceptable to the Employer. The flow meters shall be inspected and certified upon their availability by the Employer and the Contractor. Thereafter, the said meters shall be tested and their accuracy verified once in every six (6) months by the Employer and the Contractor.

8.2.3 After each inspection, any person shall seal both the flow meters in the presence of representatives of the Employer and the Contractor in a manner that is adequate to prevent the tampering of said meters by any person. If flow meters do not exist the same shall be installed in near future. Similarly if existing flow meters are defunct the same shall be repaired by the Employer.

8.2.4 The Contractor shall be responsible for the security and protection of functional & working flow meters at the designated point. If there is any malfunctioning of the meters, it should be repaired at the Contractor's cost.

8.3 Plant Complex Visits

8.3.1 At the end of each month, or at the initiative of the Employer, a visit shall be organized so that both Parties can check the condition of the installations at the Facilities.

8.3.2 A report shall be drawn up to record the opinions of both Parties. The Employer reserves the right to call in equipment manufacturers or specialized technicians for these visits.

8.3.3 These visits shall provide an opportunity for examining maintenance programs and operating procedures and improvements requiring additional investments.

8.3.4 Any test, visit, analysis or inspection and any approval thereof shall not in any way alter/modify or dilute the responsibility of the Contractor to fulfil his obligations under these Conditions.

9 RECORDS AND REPORTS

9.1 Operating Records and Data

The Contractor shall:

9.1.1 Prepare and maintain, on a current basis and in accordance with generally accepted Indian accounting principles, proper, accurate and complete books and records and accounts of all transactions related to the Facilities including a log book at the site which shall contain inter alia the following details:

- (a) Reading from the different meters, indicators and recorders (including but not limited to consumption of energy, volume of water conveyed, operating times of the different items of equipment etc which may be updated on a daily basis); and
- (b) Report of visits by persons other than those of the Employer and the Contractor to the Facility.

9.1.2 Establish and maintain a weekly and monthly reporting system to provide storage and ready retrieval of operating data relating to the Facilities, including such information necessary to verify calculations made pursuant to these Conditions or the O, M& R Contract and provide the same to the Employer on a monthly basis as demanded/instructed by engineer-in-charge.

9.1.3 Provide to the Employer or such persons notified by it access to the Facilities and to data in relation to the Facilities, at all times.

9.1.4 At the Employer's request, at the end of every month, make a copy of the system performance data for that month as recorded by the instrument and control system on floppy diskettes and printed document there from and deliver the same to the Employer with one week.

9.1.5 Provide support to the Employer to meet the data requirements of all competent authorities and under Applicable Law.

9.2 Reports

9.2.1 The Contractor shall submit the reports in **SOFT copy and HARD copy** mentioned in Schedule [4] at times indicated in the said Schedule. As per instructions & requirement of engineer-in-charge.

9.2.2 The Contractor shall also provide the Employer with such reports as are required by the Employer and shall comply with all reporting requirements prescribed under these Conditions and the O, M& R Contract. In addition the Contractor shall submit the following information to the Employer:

9.2.3 Upon obtaining knowledge thereof, shall submit prompt written notice of:

- (i) Any litigation or material claims, disputes or actions, threatened or filed, concerning the Facilities or the services to be performed hereunder;

- (ii) Any refusal or threatened refusal to grant, renew or extend or any action pending or threatened that might affect the granting, renewal or extension of any clearance, permit or license;

- (iii) Notwithstanding the aforementioned materiality, all penalties or notices of violation issued by any authority under Applicable Law;

9.3 The Contractor shall promptly submit to the Employer any material information concerning new or significant aspects of the operations of the Facilities, any material complaint about the Facilities from any person or entity with a bona fide complaint who complains directly to the Contractor and, upon Employer's request, shall promptly submit any other information concerning the Facilities or the services performed by the Contractor.

9.3.1 The Employer may from time to time specify any changes to be made to any of the format of any report or plan required hereunder.

9.3.2 If the Contractor is required by any Applicable Law to produce any projection, report or any other document relating to the provision of the O, M& R Services of the Facilities or the Employer requests a report regarding other information relating to the Facilities, the Contractor shall prepare a draft of such document at the request of the Employer, as soon as practicable and in any event within any time limit prescribed by Applicable Law.

9.3.3 If the Contractor is required by any Applicable Law to produce any projection, report or any other document, it shall prepare such report diligently and submit the same to the Employer as soon as possible thereafter. Wherever practicable, such reports shall be submitted to the Employer for review in **Seven days** before the same is issued. The Contractor shall take into account any comments or revisions proposed by the Employer thereon.

9.4 Procurement

9.4.1 The Contractor is responsible for the procurement of all goods and services necessary to ensure compliance with its obligations under these Conditions.

9.4.2 The Contractor shall procure spare parts, materials, supplies and other consumable items, and shall maintain an adequate inventory as instructed thereoffor all the facilities.

9.4.3 The Contractor shall submit a report for every fiscal quarter to the Employer reflecting the status of the inventory of consumable items.

10. Payment

10.1.1 The Contractors request(s) for payment shall be made to the GWSSB in writing, accompanys by invoice(s) along with required documents/reports as asked by Engineer in charge etc. as appreciate.

10.1.2 Payment shall be made by GWSSB as per procedure subsequent to the submission of such invoice(s) by the Contractor & availability of funds.

10.3 The GWSSB will deduct from the amount payable to the Contractor, any amount paid by GWSSB on behalf of the Contractor e.g. (Power factor adjustment charges imposed by VIJ COMPANY in case of non-maintenance of desired minimum power factor or any other dues and liquidated damages as per clause and, as per tender terms and condition. Any telephone bills submitted by telephone department, the cost of bills will be borne by Contractor.) GWSSB will provide telephone and wireless facilities as required on site. Batteries of wireless set periodically to be charged by contractor and wireless set to be kept in running condition by contractor.

11 DELAY DAMAGES

Performance Guarantees and Delay Damages

The Contractor shall operate and maintain the Facilities in accordance with:

11.1 The O, M& R Standard; and

11.2 The Good Industrial Practices.

In case of the failure of the Contractor to achieve each of the requirements mentioned in Price Schedule, he shall be liable to pay Liquidity Damages for each unit of shortfall.

12 FORCE MAJEURE

In this Clause, "Force Majeure" means an event or circumstance, which materially and adversely affects the ability of the affected Party to perform its obligations:

- (a) Which is beyond a Party's control.
- (b) Which such Party could not reasonably have provided against before entering into the O, M& R Contract,
- (c) Which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) Which is not attributable to the other party Force Majeure may include, but is not limited to, Exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
 - (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
 - (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor,
 - (iv) Ammunitions of war, explosive materials, ionising radiation or contamination by radioactivity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
 - (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity, heavy rainfall, cyclone, strike and lockout.

12.1 Notice of Force Majeure

12.1.1 If a Party is or will be prevented from performing any of its obligations under these Conditions by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 7 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

12.1.2 The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

12.2 Duty to Minimise Delay

12.2.1 Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure.

12.2.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

12.2.3 Notwithstanding anything else herein contained the Employer may terminate the O, M& R Contract if the Force Majeure event continues for more than a period of 90 days.

13 TERMINATION

Termination shall mean the termination of the O, M& R Contract by the Employer or the Contractor in accordance with Clause 13.1 or 13.2 respectively.

13.1 Termination by Employer

The Employer may terminate the O, M& R Contract by notice on:

- (a) The dissolution or insolvency of the Contractor, pursuant to an order of a court or the bankruptcy of the Contractor; OR
- (b) If 45 days having passed since the Contractor is in material breach of his obligations under these Conditions, OR
- (c) If the Contractor ceases to carry on its business; OR
- (d) Abandonment;
- (e) The subsisting Force Majeure event as provided in Clause 12.2.3 above.

13.2 Payments upon Termination

13.2.1 Upon termination or as soon as practicable thereafter an account shall be taken of the net amount owing from the Employer to the Contractor or from the Contractor to the Employer (as the case may be). The Employer shall forthwith pay to the Contractor (if the balance is due to the Contractor) all moneys due to the Contractor. If the account shows a balance due to the Employer from the Contractor, the Contractor shall forthwith pay any such balance to the Employer;

- 13.2.2 As part of the calculation made pursuant to clause 13.1 of the amounts due to the Contractor on Termination, the following amount shall be taken into account:
- 13.2.2.1 The portion of the O, M& R Price outstanding and payable by the Employer for the period prior to the Termination;
- 13.2.2.2 Any Delay Damages or indemnities for which the Contractor would be liable under these Conditions up to the date of Termination;
- 13.2.2.3 Any other amounts due to the Employer under these Conditions by the Employer including return of any amount of the O, M& R Price paid in advance by the Employer to the Contractor under Clause [10].
- 13.3.** In case of a Termination by the Employer in accordance with Clause 13.1 the Employer may recover other than the amounts due to him under Clause 13.3.2, any costs incurred by him in finding any replacement contractor.
- 13.4 Successor to the Contractor**
Upon Termination: -
- 13.4.1 The Contractor shall use all endeavours to facilitate the appointment and commencement of duties of any person to be appointed by the Employer to operate and maintain the facilities (the "Successor Contractor") so as not to disrupt the normal Operation, Maintenance& Repairs of the Facilities and shall provided full access to the Facilities and to all relevant information, data and records relating thereto by the Successor Contractor and its representatives and accede to all reasonable requests made by such persons in connection with preparing for taking over the Operation, Maintenance& Repairs of the Facilities,
- 13.4.2 Promptly after Termination, the Contractor, shall deliver to (and shall, with effect from Termination, hold on trust for and to the order of) the Employer or (if so required by the Employer by written notice) to the Successor Contractor all property in its possession or under its control owned by the Employer or leased or licensed to the Employer;
- 13.4.3 The Contractor shall transfer to the Successor Contractor, as from the date of Termination, its rights as the Contractor under all contracts entered into by it in the performance of its obligations under these Conditions or relating to the Operation, Maintenance& Repairs of its obligations under these Conditions or relating to the Operation & Maintenance of the Facilities. Pending such transfer, the Contractor shall hold its rights and interests there under for the account and to the order of the Successor Contractor.
- 13.4.4 The Employer shall be reimbursed any cost and expenses incurred by the Employer due to default of the Contractor in discharging its obligations under this Clause [13].
- 13.4.5 The Contractor shall, upon Termination of the O, M& R Contract, co-operate with the Employer and the Successor Contractor and comply with all reasonable requests thereof, including the execution of documents etc.
- 13.4.6 Upon Termination of the O, M& R Contract on expiry of the terms of the O, M& R Contract, the Parties agree that:-
- 13.4.7 The Contractor will use reasonable efforts to ensure a transition to the next Contractor that will avoid operating difficulties for the Facilities.
For a six (6) month period after Termination or six (6) months prior to the expiration of the O, M& R Contract, the Contractor shall, at his expense, provide sufficient assistance to the Employer in the hiring and training of replacement personnel for those Facilities.
- 13.5 Notwithstanding anything else herein contained the Employer shall be entitled to terminate the O, M& R Contract, at any time at the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after issuance of the notice of termination.
- 13.5.1 On the expiry of the O, M& R Contract or Termination of the O, M& R Contract, all the installations, works and equipment placed under the Contractor's responsibility shall be handed over to the Employer, at no cost, in good working order, except for normal wear and tear. The Employer may perform any inspections, tests or expert appraisals he shall consider necessary with a view to checking that the property is in good working order. The Contractor shall also hand over any unutilised spares, consumables etc. purchased for the Facilities.

13.5.2 At the end of O, M& R Period, the Contractor shall be entitled to receive an O, M& R Completion Certificate within thirty (30) days.

13.5.3 The delivery of such O, M & R Completion Certificate will relieve the Contractor from his responsibility as regard to the operation & maintenance of the Facilities and confirm that the Contractor has fulfilled all of his obligations under these Conditions.

14. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

14.1 Confidential Information

Subject to Clause [14.2], the Contractor shall at all times during the O, M& R Period of ~~60~~Months after that

14.1.1 use all efforts to keep all information regarding the terms and conditions and any data or information acquired under or pursuant to these Conditions confidential and accordingly shall not disclose the same to any other person; and

14.1.2 not use any document or other information (whether technical or commercial) obtained by them it by virtue of these Conditions or the Contract concerning the Employer's undertaking for any purpose other than performance of the its obligations under these Conditions; Provided that the provisions of this Clause 14.1 shall not apply to information which at the time of disclosure was in the public domain other than by breach at the foregoing obligations of confidentiality.

14.2 Disclosure of Confidential Information

The Contractor shall not be entitled to disclose the terms and conditions of these Conditions and any data or information acquired by it under or pursuant to these Conditions without the prior written consent of the Employer unless such disclosure is made in good faith:

14.2.1 to any outside consultants engaged by or on behalf of the Contractor and acting in that capacity, having made them aware of the requirements of this Clause [14].

14.2.2 To the lenders, any security trustee, any bank or other financial institution and its advisers from which the Contractor is seeking or obtaining finance, are having made them aware of the requirements of this Clause [14].

14.2.3 To the extent required by Applicable Law;

14.2.4 To any insurer under a policy of insurance; or

14.2.5 To the Contractor's Personnel having made them aware of the requirements of this Clause [14];

14.3 Information

The Contractor shall:

14.3.1 make available to the Employer without charge such materials, documents and data of any nature (except any materials documents and data protected by legal privilege or which is subject to any duty of confidentiality to any third party) acquired or brought into existence in any manner whatsoever by it as the Employer may request for the purposes of exercising its rights or carrying out its duties in respect of the Facilities or exercising its rights under or performing its obligations under these Conditions.

14.3.2 Make available to the Employer other such materials and documents and data acquired or brought into existence by third parties as the Employer may request for the purposes referred to in sub-paragraph (i) above.

14.4 Third Party Intellectual Property

The Contractor shall: -

14.4.1 procure that any intellectual property owned or developed by third parties and utilised by the Contractor in connection with the performance of its obligations under these Conditions is licensed to the Contractor for the purposes of the Operation, Maintenance or repairs of the Facilities and otherwise for the purposes of the Facility; and

14.4.2 Ensure that the Contractor shall have the right to sub-license that intellectual property to the Employer and any Successor Contractor for use in connection with the operation, maintenance and repair of the Facilities. These licenses should survive termination under these Conditions. The Contractor shall grant all such sub-licenses. If any fee is payable to the licensor in consideration of any such sub-license, the Contractor shall pay such amount during the O & M Period and each such license shall be irrevocable.

- 14.4.3 Indemnify and hold harmless the Employer against any action, claims, damage, losses caused to the Employer by the owner of the Intellectual Property due to the allegedly unauthorized or improper use of this intellectual property by the Contractor for the fulfilment of his obligations under these Conditions.

14.5 Successor Contractor

If the licenses and sub-licenses of intellectual property granted under this Clause respectively shall survive termination of the O, M& R Contract in accordance with the terms of this Clause, the Employer shall be permitted to grant sub-licenses of intellectual property licensed to it there under to any Successor Contractor of the Facilities for use only in connection with the operation, maintenance and repair of the Facilities provided that such Successor Contractor concludes an agreement with the Contractor or, as the case may be, the licensor of any such intellectual property on terms which it may reasonably require any payment in connection with those sub-licenses. Where intellectual property has been sub-licensed to the Employer under this Clause and such sub-license is not subject to revocation by the Contractor there under, the Contractor shall take such actions as the Employer may request in connection with the grant of licenses to any Successor Contractor for the purposes set out above.

15. ARBITRATION AND DISPUTE RESOLUTION DISPUTE RESOLUTION

15.1 Arbitral Settlement

All disputes, controversies or claims between the Parties of any type arising out of or relating to these Conditions (a "Dispute"), including any relating to the breach, default, termination, non-payment of sums of money due hereunder or invalidity hereof, shall be settled in the manner set forth in this Clause. Initially, and as a condition precedent to pursuing arbitration pursuant to this Clause, the representatives or other duly authorized personnel of each Party shall attempt to resolve such Dispute through negotiation. If such officers or other authorized personnel are unsuccessful at such resolution then within 90 days of the date of such failure either Party may refer the Dispute to arbitration in accordance with Clause [15.2] Under arbitration act.

15.2 Arbitration

- 15.2.1 Either Party may make a demand for binding arbitration by filing with the other Party a demand in writing signed by an officer of the complaining Party. The arbitration shall be conducted in accordance with the Rules of Conciliation as per Indian Arbitration Act - 1991, the place of arbitration shall be Gandhinagar in Gujarat and the arbitration shall be conducted in the English language, and the arbitration shall be final and binding.
- 15.2.2 Should either Party refuse or neglect to join in the procedures for the appointment of the arbitrator(s) or to furnish the arbitrator(s) with any papers or information demanded, the arbitrator(s) are empowered to proceed ex-parte.
- 15.2.3 The costs of any arbitration shall be borne equally by the Parties and each shall bear its own expenses in prosecuting or defending a claim; provided that if the arbitrator(s) in its sole discretion determines that the prosecution or defence of a claim by a Party was frivolous, substantially without merit, or not presented in good faith, the arbitrator(s) shall assess the costs of arbitrating such claim against such Party and may, in its discretion and as it deems equitable, require such Party to reimburse the other Party for all or any portion of such other Party's expenses (including reasonable attorneys' fees and costs) in prosecuting or defending such claim.
- 15.2.4 No person who is, or has been, an employee or agent of, or consultant or counsel, to either Party or any affiliate of a Party, shall be eligible to act as an arbitrator at any time.
- 15.2.5 Any decision or award of any arbitrator(s) appointed pursuant to this Clause shall be final and binding upon the Parties and the Parties agree that any arbitration award against a Party may be enforced against such Party wherever they are located or may be found, and a judgment upon any arbitration award may be entered by any court having jurisdiction thereof.
- 15.3 Appointment of Arbitrators**
- 15.3.1 The Parties shall jointly appoint the arbitrators ("DAB") within 14 days after a Party gives notice to the other Party of its intention to refer a dispute for arbitration.

- 15.3.2 The DAB shall comprise three suitably qualified persons. Each Party shall nominate one member to the DAB. The Parties shall consult both these members and shall agree upon the third member of the DAB on the basis of the advice of these two members of the DAB.
- 15.3.3 The Parties shall, mutually agree upon the terms of the remuneration of each of the members of the DAB, when agreeing on the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.
- 15.3.4 If at any time the Parties so agree, they may appoint a suitably qualified person or persons to replace any one or more members of the DAB. Unless the Parties agree otherwise, the appointment will come into effect if a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment. The replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.
- 15.3.5 The appointment of any member of the DAB may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DAB (including each member) shall expire when the DAB has given its decision on the dispute referred to it under this Clause.

15.4 Continuance of Obligations

Performance of the O, M& R Contract and obligations under it shall continue during the settlement of any Dispute pursuant to this Clause.

16.0 GOVERNING LAW AND JURISDICTION

These Conditions and the O, M& R Contract shall be governed in accordance with Indian Law.

The Contractor agrees that any legal action or proceedings arising out of these Conditions may be brought in the courts or tribunals at Gandhinagar in India and irrevocably submits themselves to the jurisdiction of such courts or tribunals. The Employer may, however, in its absolute discretion commence any legal action or proceedings arising out of these Conditions in any other court, tribunal or other appropriate forum, and the Contractor hereby consents to such jurisdiction.

17.0 SCHEDULES OF GUARANTEE

This schedules contents following guarantee of performance and services shall be given by tenderer during the contract.

Schedule – I Operation, Maintenance & Repairs services

Schedule – II Performance guarantee

Schedule – III M& R Price

Schedule – IV Reports and information

Schedule – V Insurance

17.1 SCHEDULE – 1

Operation, Maintenance& Repairs Services

The Contractor shall be required to perform the following services under these Conditions:

The contractor shall employ suitably qualified electrical maintenance technician /Operator (Per day) to ensure smooth & uninterrupted operation of all electro mechanical equipment/ associated auxiliaries existing at pumping station mentioned herein. The said operating crew (i.e. as per annexure-I) shall coordinate all activities of operation of pumping machineries with the departmental operators/ shall have to operate the m/cry as shown in tender scope. The Contractor shall be responsible for preventive & corrective maintenance as well as need based break down repairs of entire mechanical, electrical and instrumentations equipment as well as miscellaneous auxiliary accessories/ equipment existing in various pumping station premises.

The Contractor shall be responsible for carrying out regular servicing and lubrication of rotary machines, complying with service & maintenance instructions as defined in the Operation, Maintenance & Repairs Manual, and ensuring that all electro/mechanical equipment and associated equipment / auxiliaries operate & function correctly & at their designated efficiencies at all times.

The Contractor shall ensure that all measurement systems operate correctly at all times (as available at pumping stations).

The Contractor shall be responsible for maintenance & repairs of entire electro mechanical & instrumentation apparatus within pump house premises & or as agreed etc. The Contractor will maintain & repair in a state of continuous operational readiness all plant and systems to meet the flow requirements. It shall remain the Contractor's responsibility to ensure that plant systems are at all times able to operate to the maximum capacity of the installed plant & machineries & also standby provisions should be readily available to operate at maximum at all the time.

All water pumped by the Contractor shall be metered by the meters installed at the inlet of the raw water pumping stations at terminal ends and at the entry of sumps at all pumping stations. The meters shall be inspected and certified as to its accuracy jointly by the Employer and the Contractor. If flow meters do not exist the same shall to be installed in near future. Similarly if existing flow meters are defunct the same shall be repaired by the Employer.

Contractor is responsible for maintenance & repairs of control valves to maintain the desired supply quantities are the responsibility of contractor and provide sufficient qualified staff to maintain such supply of raw water.

The Contractor shall be entitled to appoint a representative who shall together with Employer's Representative on the last day of each month or if such day is not a working day on the following day, jointly carry out a reading of water meters and jointly certify the record of such readings. (if flow metre available.)

For the duration of the O, M & R period, the Contractor will be responsible for the supply and control of lubricants, spare parts and consumable materials (excluding electrical power) necessary for the continuous operation of the works.

The Contractor will manage the consumables and utilities services to ensure their most economic consumption and to minimise wastage.

The quantities of all required fast moving spare parts and consumable materials will be fully kept readily available as per requirement during O, M & R period. The store's inventory of running consumables (as instructed by the engineer in charge) is to be maintained invariably.

The Contractor is also responsible for providing genuine spare parts and material from original manufacturers and or standard makes required for the operation, maintenance & repairs during the operation period, and shall bear the cost for the same, including the cost of storing and safeguarding.

The Contractor will make all necessary arrangements to ensure the continuous supply of spare parts and material for the works and the rate of supply of these materials shall be in such quantities and amounts as would ensure uninterrupted operation.

All the furniture and administrative office equipment etc. required for maintenance technician to oversee operation & carry out maintenance & repairs activities etc. shall be furnished by the Contractor. Costs of operating administrative office and supplies shall be borne by the Contractor.

The contractor shall provide mobile (cellular) phone to the maintenance technicians deployed for the project & shall always be kept on "switched on" condition.

The Contractor shall have to provide said operating crew (i.e. as per annexure-I) & shall have to coordinate all activities of operation of pumping machineries with the departmental authorities & shall have to operate the m/cry as shown in tender scope. The semi skill operator cum electrician / maintenance technician & unskilled helper cum chowkidar (per day) for the full term of maintenance& repairs. The qualification & experience of such personnel deployed shall be as per requirement & as per prior approval of engineer-in-charge.

17.2 SCHEDULE – II

Performance Guarantees

This Schedule may contain certain minimum performance that the Contractor must guarantee in terms of maximum permissible transmission losses, quantity of water to be carried, quality of the water etc.

SCHEDULE - III

M& R Price

The contractor shall be paid a fixed lump sum amount per month/job.

SCHEDULE - IV

REPORTS& information

WEEKLY / MONTHLY REPORT

The monthly report shall include but not be limited to:

Volume of water conveyed to each consumers off-take point end, all problem areas in the facility, the status of Electricity & its total consumption, any other relevant information demanded by engineer-in- charge. The Reports must besubmitted in prescribed formats approved by the engineer-in- charge **in SOFT and HARD copy.**

SEMI-ANNUAL REPORT (if & as required)

A semi-annual report shall include the measurement of noise level at the site boundary at plant, to be the indicated by the Employer.

ANNUAL REPORT (if & as required)

The Contractor shall provide the Employer by March 31 of the current year (n) with an annual report for the preceding year (n-1). This report shall include:

- * All technical statistics related to plant operation as supplied by the operation;
- * A statement of works carried out during the preceding year n-1 in connection with the Contractor's obligations under these Conditions;

17.4 SCHEDULE - V

Insurances

Insurance against Injury to Persons and Damage to Property

The Contractor shall insure against each liability for any loss&damage whichmay occur to any physical property (mechanical, electrical, automation work existing within pumping station premises excluding pipe line, other civil work, storage) which may arise out of the Contractor's performance of his obligations under these Conditions during the O, M& RPeriod. .

This insurance shall be for a limit of per occurrence of not less than the amount, with nolimit on the number of occurrences.

Insurance for Contractor's Personnel

The Contractor shall effect and maintain insurance against liability for arising from injury, sickness, disease or death of any operator employed by the Contractor or any other of the Contractor's Personnel i.e. "ALL RISK TYPE POLICY"

The Employer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

Contractor shall have to take insurance for entire Electrical, Mechanical& Instrumentation, equipment & accessories. **This General Insurance for the work will be on Account of GWSSB. The Coverage under insurance the amount of Insured goods shall not be less than the capital cost of Electro-Mechanical Items as given by department.**

The insurance for skilled, semi-skilled and unskilled labour is compulsory. The same should be taken by agency as per labour act laws in force. "ALL RISK POLICY" of manpower employed by contractor as approved by engineer in charge should be taken on Account of bidderonly.

Signature of Contractor

**Executive Engineer
P.H.W.Division
Dahod**

(PART – I)
SPECIAL TERMS AND CONDITIONS FOR TECHNICAL WORK

- 1) The maintenance & repairs of all the works include in this tender as per details given should be carried out by contractor at his own cost.
- 2) All the storage structures situated at H.W. sites should be kept in filled up condition as per requirement during the full day period. (24 Hours). **Further opening of the Valves etc. for filling the reservoirs will be closely monitored by the representative of the agency with departmental operators.**
- 3) A weekly/monthly report for supply of water with quantity should be submitted as per instruction of the concerned Engineer- in- charge for daily receipt of required quantity of water at each head works / off-take points at the end of week/ month should be received and submitted with weekly/ monthly report.
- 4) Electric bill for running the plant at head works site will be paid by the department. Any amount imposed as power factor adjustment charges by VIJ COMPANY shall be recovered from the monthly bills of the contractor. The contractor shall strive to maintain power factor as close to unity as possible at all times.
- 5) All the required electrical goods like bulb, tube light, chock, starter, fuse, wire etc. required for operation, maintenance & repairs shall be procured by contractor at his own cost and lighting arrangement should be kept in good condition.
- 6) At the time of breakage in pipeline (suction, delivery & common header) or valves within pumping station premises, for repairing purpose, contractor has to make arrangement for required labours, fitter, required all materials like rubber packing, nut bolts, gland, all required parts of valves/ piping including welding machine, welding rods, transportation facilities etc. should be provided by contractor at his risk & cost. All consumable material should be of standard quality as approved by Engineer-in-charge.
- 7) At the time of repairing or replacement of pump house Piping and valves required for repairing or replacement after verification by concerned engineer or his representative, fitting work of pipe or valves shall be carried out by contractor at his own cost including, labour, excavation, cutting, fitting, welding, testing, refilling etc. complete. Repairing work shall be started within one hour after notice of breakage or leakage. Due care should be taken to prevent wastage of water otherwise recovery at the rate of **Rs. 8 per 1000 litre** of water will be made from contractor. Due to leakage and repairing work, contractor will be held responsible for any loss of any property or crop of private land owner, and compensation will have to be paid by the contractor. If the contractor fails to do so and any complaint is received by the department then the department will be at liberty to make such payment to private owners as per prevailing rules & regulations and thereafter recover the same amount from contractor's monthly bills.
- 8] Any type of valve or part of the valve if not working properly after repairing and requires replacement as per opinion of engineer in charge or his representative, then required valve will be supplied to the contractor free of cost from departmental store if available. The contractor shall carry out the replacement and old valve should be shifted to department store and entered in concerned register including cost of loading, unloading, carting stacking etc. complete.
- 9) Contractor shall have to do leak detection survey along the pipeline regularly inside the Pump House Premises and leakage observations and repairing work record should be maintained by contractor. MS rising main within pump house, all the

valves fitted on it such as sluice valves, Non return/DPCV, butter fly valves, flow meters, water meters and valve chambers which are existing in pump house premises should be maintained by the contractor. Quantity of water as pumped from head works, same quantity should delivered to rising main. Contractor should inspect all type of valves regularly. A programme for inspection should be prepared by the contractor and get approved by competent authority & subsequently ensure strict observance of the approved schedule.

- 10) During the period of contract a person other than responsible representative of contractor or persons employed by him should not enter into the premises of the head works site. Every care should be taken by contractor to prevent such type of unauthorised entry or interruption in the premises of GWSSB.
- 11) At any time during the visit of Engineer in charge or his representative if it is observed that the operation, maintenance & repair is not carried out properly & the water supply is stopped and contractor is found responsible for it, recovery will be made at double rate of contract for that particular day. Repeated instances of such failures may result in premature termination of the contract.
- 12) Operation, maintenance & repairs of water metres if installed at head works sites should be carried out by contractor and entry shall be made in the register at every one hour. If any metre is not working properly it should be properly repaired by the contractor from any authorised technician qualified for of such type of repairing work & ensure proper recalibration of flow meter.
- 13) After issue of work order contractor or his responsible representative should jointly visit the site of each & every pumping station accompanied with engineer – in – charge and / or concerned officer. A list and position of works and all installations at head works (i.e. pump, motor, panel, pipe, cable, vacuum pump and other accessories with capacity, size, rating, Sr. Nos, Model make and quantity etc.) shall be prepared and should be jointly signed by contractor and department's designated officer. A copy of same report shall be issued to the contractor. At the time of completion of contract period, same type of report should be prepared and possession of all the works and components should be handed over to department. If repairing & maintenance work is not done properly by contractor, the cost of repairing work will be recovered by department from contractor.
- 14) All the works executed under this project (which is covered in the scope of this tender) shall be handed over to contractor from the date of work order. Proper operation, maintenance & repairs of the same works/components shall be carried out by contractor and at the time of completion of contract period or termination of contract, contractor shall have to give possessions of all the work and components to the department in good & working/ functional condition. Before handing over the possessions to the department, account of contract will not be finalised and deposit will not be refunded to contractor. For all type of legal activities arising in the event of failure of contractual obligations and consequent expenditure incurred for the same, the contractor will be held fully responsible.
- 15) During the period of contract for any type of dispute, decision of Superintending Engineer, Mechanical, **Zone-1, Vadodara** will be final and binding to both the parties.
- 16) Prescribed registers as instructed and maintained by agency during the period of operation, maintenance & repairs period shall be submitted to the department. All repairing work should be carried by contractor at his own cost during the period of contract. Contractor shall be fully responsible for injury to any public person or men engaged by him /them to carry out designated work. Contractor shall be fully

responsible to provide suitable compensation as per statutory provisions for any injuries caused during the course of work.

- 17) If water storage or supply cannot be continued due to any reasons, it should be informed promptly to department. As per conditions of the contract required steps should be taken immediately by the contractor to solve/ remedy the problem and restart the water supply. After restoration of water supply, department shall also be informed accordingly.
- 18) Proper care is to be taken by the contractor to keep entire pumping station working area neat and clean.
- 19] Veryelectro mechanical component of head work sites and maintenance of all the components shall be done by contractor.
- 20] Servicing of all the valves, cleaning of pump house and maintenance shall be carried out regularly by contractor and entered into the concerned registers.
- 21) History sheet shall be maintained by the contractor for replacement of material in pump, motor, panel, piping, valves, spare parts of electrical, mechanical & instrumentation equipment.
- 22) Leakage repairing shall be carried out in proper and technically acceptable workmen like manner. Temporary repairing by rubber tubes or by fixing wooden pegs shall not be allowed. Register of leakage repairing shall be maintained with reasons properly.
- 23) All the electro mechanical works included in the scope of work (except civil structures) shall be oil painted once in the Three years contract period at the cost of contractor. The timing of the same shall be decided by the contractor in consultation with engineer – in – charge.
- 24) Telephone/wireless message shall be received and entered in the register and message should be conveyed to concerned party head works for action.
- 25) All the information regarding man power requirement etc. is incorporated in this tender while determination of the estimated cost. As per estimated list, operators (electrical) having proper & suitable qualification shall be deployed by contractor. If the event of deployment of insufficient/ unsuitable staff resulting in insufficient water supply, the same shall be construed as wilful negligence by the contractor & department shall be at complete liberty to deploy required personnel at the risk and cost of contractor and recovery for such expenditure will be made from the monthly bill of contractor.
- 37) The contractor has to make all the arrangements required for the proper operation, maintenance and safety of all the works included in this contract at his own cost during the whole contract period.
- 27) All the storage structure located at H/W site should be kept in fill up condition as per the requirement during the full day period.
- 28) Separate log book for arrival & releasing of water from each storage structure will be maintained day to day by the contractor and shall be submitted to department at the end of month.
- 29) Repairing of all electro-mechanical works at Head works including SLUICE VALVE/BUTTERFLY VALVE located outside the Pump House at site should be carried out by the contractor without any extra cost.

- 30) Barring unavoidable circumstances, all the storage structures should be filled with water as per requirement & depending on availability of electricity as well as pressure during the period of day or night. If electric supply is not available during preceding 24 hours, contractor shall contact VIJ COMPANY to start the electric supply & intimate the Department with reasons for non availability of electric supply.
- 31) List of all the assets, pipeline, plants & machineries, all types of valves, electric panels etc. will be handed over to contractor for O, M&R purpose & same has to be returned to Department in good conditions as soon as the project is taken over by department for further O, M&R period to any other party. Utmost care has to be taken by the contractor so as not to damage any civil structure within premises viz. pump house, valve chambers, storage structures etc. during entire period of the contract.
- 32) During the period of contract if water is not supplied satisfactorily at head works/ off-take point on any day & reasons given by contractor are not suitable/ justifiable in the opinion of the engineer – in – charge, recovery at the double the approved rates of contract will be made for such day/ days from the monthly bill of contract.
- 33) Any damage / breakage found in the system, inflicted by the mischievous elements, the contractor should lodge police case immediately under intimation to the concerned office.
- 34) The total wastage of water due to leakage & all other reasons should not be more than ½%. If it is more than prescribed quantity, recovery at the rate of Rs. 8/- per 1000 litres shall be made from the running bill of contractor. Quantity wasted will be decided by engineer-in- charge & such assessment shall be final.
- 35) **The bidder should see the continuity of pumping for 24 hours while routine checking, servicing and repairing of pumping machinery. The contractor should carry out said work without disturbing the continuity of pumping but for major repairing work the restoration period will be as under:**
- 36) **The bidder should see the continuity of pumping for 24 hours while routine checking, servicing and repairing of pumping machinery. The contractor should carry out said work without disturbing the continuity of pumping but for major repairing work the restoration period will be as under: (Ref.: CE-Board office circular No. Operation Cell / Revised Circular / PM / 437 Dtd.28.07.22)**
 - i) **If there is any fault in Pumping Machinery then root cause should be identified within 12 hours of stopping.**
 - ii) **If Pumping machinery or control panel requires repairing offsite, then such should be dispatched for repairing within 12 hours of identification of fault. If it is repairable locally then repair work should begin within 4 hours of identification of fault.**
 - iii) **In cases where the pumping machinery or electrical installation is repairable locally then such a repair work for all kinds of electromechanical assembly should complete within two days. In all cases where the pumping machinery sent for repairing off-site then repairing in case of vertical turbine pump should be completed in five days, in case of HSCF Pumps should be completed in three days and in case of submersible centrifugal Pump should be completed in twenty Days. These timelines are outer time frames.**

- iv) **If the motor is worn out and requires re-winding then such rewinding work should be completed within 15 days for LT Motors and 30 days for HT Motors.**
- v) **If the O and M contractor doesn't respond within 24 hours after identification of fault for the repairing step, the machinery should be got repaired by the Engineer In-charge from other workshop or any other place at risk and cost of O and M agency, for this additional penalty 50 % of cost of repair should be imposed as penalty on contractor over and above the penalties due on to the contractor in accordance with tender clauses.**
- vi) **No safety devices should be by passed in Control Panels.**
- vii) **Preventive maintenance shutdown to be planned for two times in a year, one in second fortnight of August and second in November (After Diwali). These two shut downs should not be more than 2 days each.**
- viii) **All local SCADA should be functional. (If inst. At site)**
- ix) Attend to instances of power supply failures from VIJ COMPANY. Immediate action should be initiated and followed up with concerned VIJ COMPANY authority for immediate resumption of power supply.
- xi) Material consumption register in prescribed format should be maintained by the contractor on day to day basis and shall be submitted to office regularly on monthly basis. During the visit of Engineer - in – charge if & as required it should be produced for verification & noting of observations etc.
- 37) “The Contractor” shall operate the complete raw/ clearwater pumping station and associated services on round the clock basis or as per actual requirement, to supply all the flow conveyed from dam / canal based pipeline and/or direct off take point, up to desired level of supply with assured quantity.
- 38) “The Contractor” shall operate and utilise all the control and monitoring systems, provided and if found necessary and if approved by the engineer, shall make adjustments within the operating range of the control system and equipment so that the plant operation matches the requirement.
- 39) “GWSSB” shall directly pay all the energy bills to VIJ COMPANY but the Contractor will be required to furnish Electricity Consumption & power factor details in the schedules provided.
 - a) Telephones owned by contractor and/ or his designated staff, used for communication, bills of such telephones (mobile or land line) will have to be paid by the successful bidder. No reimbursement shall be made. Department will not issue any telephone/ mobile connection for the work.
 - b) Electric / Battery operated wireless sets will be provided if & as required by GWSSB in working condition. Contractor has to ensure periodical checking of such sets if exist at sites. Repairing and operating of wireless sets and its battery etc. will be in the scope of the contractor. The wireless sets shall be kept in running condition on round the clock basis.
 - c) Electric/ battery operated flow meter (if available) has to be maintained by successful bidder. In case failure of batteries, same have to be replaced by successful bidder at his own cost.
- 40) Two wheel vehicle shall be kept in ready condition at head work site & shall be maintained during the contract period by contractor and same shall to be used for day

to day routine checking. Any lapse in providing such vehicle for any period will result in payment at reduced rates by department. Logbook is to be maintained by contractor for such movement of vehicle.

- 41) All miscellaneous items, for example, vehicles, tools, testing equipment, cleaning equipment, security and safety equipment, electrical fixtures, etc. shall be provided by the Contractor at his expense.
- 42) **a)** The Contractor shall provide required experienced manpower and non-technical personnel and labour necessary to maintain & repair the raw/ clear water pumping station including pipelines properly, safely and efficiently on a continuous 24 hours basis for the term of the M& R Contract Period.
b) The qualification and capability of the Contractor's personnel shall be appropriate for the task they are assigned to perform. The staff provided shall be fully trained in the operation of the raw/ clear water pumping station before being given responsibility for operating any part of the plant. If in the opinion of the Engineer, any member of the Contractor's staff is considered to be insufficiently skilled or otherwise inappropriate for the task he is required to perform, he shall be replaced by the Contractor with a person with the appropriate skills and experience for the task, to the satisfaction of the Engineer. The Contractor will be required to submit to the Employer the Schedule of 'Manpower' before deployment on plant.
c) The Curriculum Vita (CV) /Resumes of the Contractor's personnel shall be submitted to the Engineer for acceptance at least 7 days before the anticipated commencement of the M& R period. Any change in deployment of personnel shall be promptly informed to the Engineer within a day's time. Normal time duty hours for the contractors' operation, maintenance & repairs personnel may be modified as necessary and agreed by the Engineer. A rotating shift schedule shall be established by the Contractor and agreed by the Engineer which will ensure that an adequate number of the Contractor's staff, fluent in Hindi as well as Gujarati is on duty at different head works 24 hours per day, 7 days per week including all holidays.
d) Contractor will submit one photograph of each person with his resume, permanent address etc. and department will issue identity cards to each person. Any replacement in Employment by Contractor shall have to be reported in 24 hours to engineer concerned. Contractor has to put the name of the person on duty shift wise on display board. Display board shall be kept in each pumping station.
- 43) **a)** The Contractor shall be responsible for safety on Site during the O, M& R of the works by the contractor.
b) The Contractor's duties with respect to Safety shall include the following:
i) Utilise safety awareness procedures in every element of operation, maintenance & repairs.
ii) Give emphasis to site including:
* Safe working and safety procedures as per rules and regulations of Governments regarding use of protective clothing, gloves, boots and helmet etc.
* Cleanliness of the plants as a whole.
* Awareness of hazardous conditions and accident reporting and necessary compliance.
* Safe practice in Pumping Stations.
- 44) **a)** The maintenance service provided by the Contractor for the period specified in the Contract shall ensure the continuous operation of the raw/ clear water Pumping Station and that the breakdown or deterioration in performance, under normal operating conditions, of any items, of Plant and equipment and component-parts thereof is kept to a minimum.
b) The Contractor shall adhere to the manufacturers' recommendations with respect to equipment maintenance, the type and grades of lubricants to be used, frequency of lubrication, adjustments to be made regularly and recommended spares to be held in store.

- 45) The Contractor shall be responsible for:
- a) The maintenance of electrical, mechanical & electronic/ instrumentations installations.
 - b) General pump house cleanliness maintenance & housekeeping.
 - c) Full maintenance of the site services, cabling and earthing systems, together with the pump house lighting system. Painting of all mechanical machineries/electrical panels, valves etc. once in 2 years. (after completion of first year o & m)
 - d) Pipelines (suction, delivery & common headers) maintenance & repairs.
- 46) **a)** The store inventory, the issuing and recording of consumables parts will be the responsibility of the Contractor.
- b)** The Contractor is also responsible for providing standard & quality spare parts and materials required for the maintenance & repairs during the M & R period, including the cost of storing and safeguarding.
- c)** The Contractor will make all necessary arrangements to ensure the need based timely supply of spare parts and material for the required repairing works, and the rate of supply of these materials shall be in such quantities and amounts as would ensure uninterrupted operation.
- d)** Genuine / approved Spare parts shall be supplied by the Contractor and the same will be used with prior approval of engineer in charge during Maintenance & Repairs Contract period.
- e)** The contractor shall have to procure the required spares from original manufacture or authorised dealers/ standard suppliers at his cost.
- 47) **a)** The Employer reserves the right to arrange the visits of VIP's, dignitaries, public representatives and other persons of Social or Political repute, any organisation as and when necessary, to the raw/ clear water pumping station. The Contractor shall offer full cooperation to the GWSSB on the occasions of such visits.
- b)** Inspection register will have to be maintained, wherein inspection officers will note their instructions with duly dated signature. Successful bidder has to follow all the instructions strictly.
- 48) On the date of Contract Completion or if the Contract is terminated, all the installations, works and equipment placed under the Contractor's responsibility shall be handed over to the Employer, at no extra cost, in good working order. The Employer may perform any inspections, tests or expert appraisals he shall consider necessary with a view to checking that the property is in good working order and will certify to that effect to the Contractor while taking over.
- 49) No accommodation i.e. guest house & transportation facility will be provided by the GWSSB to Contractor.
- 50) For smooth & efficient M& R of the plant, and in case of emergencies like fire, fault, accidents, or other calamities, the contractor must keep proper arrangement at all raw/ clear water pumping stations for 24 hours a day & 365 days a year during the contract period.
- 51) While handing over the plant to the contractor, Contractor should maintain the record of plant inventory of installation. In the event of any dispute or difference arising, the Jurisdiction of the court shall be **Limkheda** (Gujarat) only.
- The contractor shall have to take over plant before 15 days or on mutually agreed day or on last working day of present agency so that in such period the contractor replacing staff could get acquainted with the work and system of operation, maintenance & repairs of entire project.**
- 52) It is mandatory for the contractor to operate the pumping machinery at designated efficiency and/or best operating efficiency range of pump. If deviation is noted in respective energy bill for succeeding month the difference in amount based on KWH, will be recovered from M& R bills of successful bidder.
- 53) On the date of Contract Completion or if the Contract is terminated, all the installations, works and equipment placed under the Contractor's responsibility shall be handed over to the Employer, at no cost, in good working order. The

Employer may perform any inspections, tests or expert appraisals he shall consider necessary with a view to checking that the property is in good working order and will certify to that effect to the Contractor while taking over.

- 54) Contractor will have to handover all pumping machineries of **DDSA Package 10 Chilakota RWSS** in working condition to the successor contractor at the time of completion of his O&M contract. If the contractor fails to rectify the remaining repairing work even after TEN days from completion of his contract, GWSSB will direct the successor contractor to complete the remaining repairing work. However, successor contractor will have to submit estimate for repairing work required to be done to GWSSB. On the basis of this estimate amount, payment will be deducted from the final bill of charge handing over contractor and same amount would be paid to the successor contractor.
- 55) If any alteration, modification or addition in pumping machineries is done by dept. then contractor shall have to do O & M of pumping machineries as per new alteration, modification or addition. No additional payment will be given to contractor for compliance of this work.

Signature of Contractor

**Executive Engineer
P.H.W. Division
Dahod**

જનરલટેકનીકલશરતો

૧.ઠેકેદારશ્રીએટેકનોકોમર્શીયલબીડમાંદર્શાવ્યામુજબનીકામગીરીકરવાનીરહેશે.

૨.ઠેકેદારશ્રીએદરેકપંપીંગ

સ્ટેશનમાંફીટકરેલતમામઈલેક્ટ્રીકલમશીનરીનીરેઝ્યુલરમરામતઅનેનિભાવણીતથાઈમજન્સીબ્રેકડાઉનમરામતનીકામગીરીનિયમિતઅનેરેઝ્યુલરકરવાનીરહેશે.

૩.ઠેકેદારશ્રીએદરેકહેડવર્ક્સનાપંપીંગસ્ટેશનનીમરામતઅનેનિભાવણીનીકામગીરીઅર્થેજરૂરીએવાસાધનસામગ્રી જેવાકેટુલકીટ, ઘોડી, ચેઈનપુલીબ્લોક, ગ્રીસ, ઓઈલ, ટ્રાન્સફોર્મરઓઈલ, ઈલેક્ટ્રીકસાધનોપંપનીઝલાન્ડ દોરી, નોઝલપાઇપ, વિગેરે હેડવર્ક્સઉપર જ સ્ટોકમાંરાખવાનારહેશે તથાજરૂરપડેતેનોઉપયોગકરવાનોરહેશે.

૪.નિયમિતસંચાલનમરામતઅનેનિભાવણીબંધરહેત્યારેઠેકેદારશ્રીપ્રતિમાસસિકયોરીટીવોચઅનેવોચગાર્ડની આઈટમપ્રમાણેનું ચુકવણું કરવામાં આવશે.ઓએન્ડએમનીકામગીરીબંધકરવાનીજાણખાતાદવારાઅગાઉથીકરવામાઆવશેનહિ.

૫.દરેકપંપીંગસ્ટેશનનાઓ. એન્ડએમ. માટેરાખેલસ્ટાફનીસંપૂર્ણજવાબદારીઠેકેદારશ્રીનીરહેશે અનેઅક્સ્માતકેઈજાકેમોતથવાનાકિસ્સામાસંપૂર્ણજવાબદારીઠેકેદારશ્રીનીરહેશે.

૬.દરેકપંપીંગસ્ટેશનપરચલાવેલપંપોનીવિગતઠેકેદારશ્રીએઆપવાનીરહેશેતથાતેનુંનિયમિતપંપીંગરજીસ્ટરનિભાવવાનું રહેશે.આમાટેનું નિયતરજીસ્ટરઠેકેદારશ્રીએપૂરૂપાડવાનુંરહેશે.રજીસ્ટરની(લોગબુક) નકલબીલસાથેએજન્સીનાસહીસિકકાકરીપ્રમાણીતનકલરજુકરવાનીરહેશે.

૭.દરેકપંપીંગસ્ટેશનપરબ્લેકબોર્ડરાખીવિગતલખવાનીરહેશે.

૮. ઓએન્ડએમસ્ટાફનીબેદરકારીનેકારણેપંપીંગ સ્ટેશનનીઈલેક્ટ્રીક/મીકેનીકલમશીનરીનેનુકશાનથયેલુજણાશેતોથયેલનુકશાનનીરકમઠેકેદારશ્રીપાસેથી વસુલકરવામાં આવશે.

૯.ઠેકેદારશ્રીએઓએન્ડએમકામગીરીસબંધીતપેટાવિભાગીયકચેરીનીસીધીદેખરેખહેઠળકરવાનીરહેશે.

૧૦.ઠેકેદારશ્રીનેરેઝ્યુલરઓ.એન્ડએમ.નોદરપંપીંગસ્ટેશનેથીપાણીપૂરવઠોચાલુહોયત્યારે જમળવાપાત્રરહેશે.આસમયદરમ્યાનસીકયોરીટીઅનેઓ.એન્ડએમ.બન્નેમળવાપાત્રરહેશેનહી. સિકયોરીટીનોદરપંપીંગસ્ટેશનપરથીપાણીપૂરવઠોબંધહોયત્યારે જમળવાપાત્રરહેશે.

૧૧.પંપીંગસ્ટેશનેથીપાણીપૂરવઠોબંધહોયત્યારેચોવીસકલાકપંપીંગસ્ટેશનનીતમામઈલેક્ટ્રીકલ- મીકેનીકલમશીનરીનીસિકયોરીટીરાખવાનીરહેશે તથાનુકશાનનથાયતેનીતકેદારીરાખવાનીરહેશે.

૧૨.દરેકપંપીંગસ્ટેશનપરપુર,

ધરતીકંપ

જેવીબીજુકુદરતીઆફતસમયેનુકશાનનથાયતેનીખાસતકેદારીરાખવીતથાઆબાબતેકચેરીનેતુરતજાણ કરવી.

૧૩.દરેકપંપીંગસ્ટેશનઉપરઓપરેટર-કમ-ઇલેક્ટ્રીશ્યન ની જોગવાઇમાં અર્ધ કુશળ કારીગર એટલે કે આઇ.ટી.આઇ. (ઇલેક્ટ્રીશ્યન) અથવા સમકક્ષ પ્રમાણપત્ર ધરાવતાં હોવાં જોઇએ.

૧૪.દરેકપંપીંગસ્ટેશનપરસ્ટાફરાતદિવસ

(રાઉન્ડધકલોક)

રાખવાનોરહેશેતથાફોનપરજરૂરીમાહિતિઆપવાનીઅનેસંકલનનીકામગીરીબજાવવાનીરહેશે.

૧૫.દરેકપંપીંગસ્ટેશનપરએચ.ટી / એલ.ટી વીજવપરાશઅંગેનોરેકૉર્ડતારીખવારરાખવાનોરહેશે. દરેકપંપીંગસ્ટેશનપર એમજીવીસીએલ દ્વારા આપવામાં આવતા જી - ૭ પત્રક / કાર્ડમાં વીજવપરાશઅંગેનોરેકૉર્ડતારીખવારરાખવાનોરહેશે.

૧૬.દરેકપંપીંગસ્ટેશનપરવિજફોલ્ટઅંગેનીમાહિતિવિજકચેરીમાંનોંધાવવાનીરહેશે

તથાવિજફોલ્ટતાકીદેદુરથાયતેવાપ્રયત્નોતાકીદેહાથધરવાનારહેશે

તથાપેટાવિભાગીયકચેરીનેજાણકરવાનીરહેશે.

૧૭.ઇલેક્ટ્રીકઇન્સ્પેક્ટરઅથવા એમ.જી.વી.સી.એલ.નાચેકીંગસમયે જે તે અધિકારીશ્રી દ્વારા માંગ્યા મુજબનાં જરૂરીદસ્તાવેજો / માહિતિપુરીપાડવાનીરહેશે તેમજઇન્સ્પેકશનફીનુંચુકવણું ઠેકેદારેકરવાનું રહેશે. ભરવામાં આવેલ ઇન્સપેકશન ફી નાં વાઉચર / અસલ રસીદ વગેરે ખાતામાં રજુ કર્યેથી તેટલી રકમ ખાતા દ્વારા પરત કરવામાં આવશે.

૧૮.વિવાદાસ્પદ કિસ્સાઓમાં અધિક્ષક ઇજનેરશ્રી (યાંત્રિક), ઝોન ૧, વડોદરા (અર્થાત બોર્ડ) નોનિર્ણયઆખરીરહેશે તથાજેતેઠેકેદારશ્રીનેતેબંધનકર્તારહેશે.

૧૯.ભારેવરસાદથવાનાકેસોમાપંપહાઉસનીમશીનરીનેનુકશાનનથાયતેહેતુસરઆગોતરૂંઆયોજનકરીપ્લાસ્ટીક નુંમીણીયું,

તાલપતરી,

બેટરીવિગેરેનીવ્યવસ્થાકરવીતથાપંપહાઉસમાંપાણીઆવેતેવાસંજોગોમાંતાત્કાલીકડી-

વોટરીંગકરવાનુંરહેશે અનેમશીનરીનેનુકશાનનથાયતેજોવાનું રહેશે. ડી-

વોટરીંગસેટનુંરીપેરીંગકામઠેકેદારશ્રીએ કરાવવાનુંરહેશે તેમ

છતાંજોપંપીંગમશીનરીપાણીમાંડુબીજવાનીસંભાવનાજણાયતોઠેકેદારશ્રીએતેતમામમશીનરીડીસમેન્ટલ

કરીનેસલામતસ્થળેમુકવાનીરહેશે અનેઆપત્તીદુરથયાબાદતમામઇલેક્ટ્રીકલ-

મીકેનીકલઇકવીપમેન્ટફરીથીરી-

ઇન્ટોલેશનકરીનેજરૂરીએલાયમેન્ટકરીનેટેસ્ટીંગકરીનેકાર્યરતકરવાનીજવાબદારીઠેકેદારશ્રીનીરહેશે.

કોઇપણસંજોગોમાંઇલેક્ટ્રીકલ-મીકેનીકલઇકવીપમેન્ટનેકુદરતી આપત્તીનેકારણેનુકશાનથશે

તોતેનીજગ્યાએનવું

બદલી/રીપેરીંગકરીનેચાલુકરવાનીજવાબદારીસબંધીતઓએન્ડએમએજન્સીનીરહેશે.ઉક્તતમામપ્રકાર

નીકામગીરીમાટેઅલગથીકોઇપણપ્રકારનુંચુકવણુંકરવામાંઆવશેનહી.

૨૦. દરેક પંપીંગ સ્ટેશન પર ઓ.એન્ડ.એમ.ની કામગીરી હેઠળ બ્રીકેટીંગ, ઓઇલ લેવલ ચેકીંગ, પંપ હાઉસ ની સફાઈ, ઇલેક્ટ્રીક સાધનોની જાળવણી નિયમિત અને કાળજીપૂર્વક કરવાની રહેશે. સફાઈના સાધનો જેવા કે સાવરણી, ત્રિકમ, પાવડો, સુપડું, તગારા વિગેરે ઠેકેદારશ્રીએ પૂરા પાડવાના રહેશે.

૨૧. પંપીંગ સ્ટેશનના વિસ્તારમાં અજાણ્યા વ્યક્તિઓને પ્રવેશવા દેવાનાં નથી. ઠેકેદારશ્રી દ્વારા કોઈ પણ બિન અધિકૃત વ્યક્તિઓને પંપ હાઉસમાં પ્રવેશ આપવાનો નથી અને કોઈ પણ વ્યક્તિને રાત્રિ રોકાણ કરવા દેવાનાં નથી. આ બાબતે કોઈ પણ અપ્રિય ઘટના / અનઇચ્છનિય બનાવ બને તો તેની સઘળી જવાબદારી ઠેકેદારશ્રીની રહેશે.

૨૨. ઠેકેદારશ્રીએ મોટર

પંપ, પેનલ, વાલ્વ વિગેરે રીપેરીંગ અથવા બીજી જગ્યાએ લઈ જવાના થાય અને પાછા હેડવર્ક સપરફીટ કરવાના થાય ત્યારે લોડીંગ અને અન-લોડીંગ અને સ્ટેકીંગ માટે હાઈડ્રોની વ્યવસ્થા ઠેકેદારશ્રીએ દ્વારા જ કરવાની રહેશે તેનું અલગથી કોઈ ચુકવણું કરવામાં આવશે નહીં. આ બાબતે પાછળથી કોઈ ફરીયાદ કે રજુઆત ગ્રાહ્ય રાખવામાં આવશે નહીં. લોડીંગ અને અન-લોડીંગ વખતે ઇલેક્ટ્રીક સાધનો કે પંપીંગ મશીન રીનેનુકશન થશે તો તેનો ખર્ચ ઠેકેદારશ્રી પાસેથી વસુલ કરવામાં આવશે. કોઈ પણ સાધન રીપેરીંગ અથવા ખાતાની પૂર્વ જાણ / મંજૂરી વગર સાઇટ પરથી લઇ જવાનું નથી.

૨૩. કોઇએ જન્સી ટેન્ડરની શરતો પ્રમાણે કામ કરવામાં

નિષ્ફળ જશે તો તેની જગ્યાએ અન્ય એ જન્સીને કામ બોર્ડ વારા આપી શકાશે જે ઠેકેદારશ્રીને બંધનકર્તા રહેશે.

૨૪. પંપીંગ સ્ટેશનની તમામ પંપીંગ મશીન રીના દરેક ફાસ્ટ મુવીંગ સ્પેર પાર્ટ્સ ઠેકેદારે હાજર સ્ટોકમાં રાખવાના રહેશે તથા ઠેકેદારશ્રીએ ફીટીંગ તથા ટેસ્ટીંગ કરી ચાલુ કરી આપવાના રહેશે.

૨૫.

પંપીંગ સ્ટેશન ખાતે ઇન્સ્ટોલ કરેલ તમામ પ્રકારની યંત્રસામગ્રીનું જરૂરી રીપેરીંગ કામ ઠેકેદારે જરૂરી માલસામાન સાથે કરાવવાનું રહેશે.

૨૬. ઠેકેદારશ્રી દ્વારા રોકવામાં આવેલ તમામ સ્ટાફની કાયદાકીય જવાબદારી ઠેકેદારશ્રીની રહેશે અને આ બાબત માટે બોર્ડની જવાબદારી રહેશે નહીં.

૨૭. સરકારશ્રીના પ્રવર્તમાન મજૂર કાયદાઓ તથા વખતો વખત સિધ્ધ થાય તે બધા જ કાયદાઓ નિયમો ઠેકેદારશ્રીને બંધનકર્તા રહેશે અને મજૂર તથા ઔદ્યોગિક બાબતે બોર્ડના વાદી કે પ્રતિવાદી તરીકે કોર્ટમાં લઈ જઈ શકાશે નહીં.

૨૮. પંપીંગ સ્ટેશનની સંચાલન, મરામત અને નિભાવણીના સમય દરમિયાન જે તે રીપેરીંગ કામ કરાવવાનું થાય તો રીપેરીંગ કામના જરૂરી સ્પેર્સ ખાતા દ્વારા જે તે સમયે સુચવવામાં આવે તે પ્રકારના સ્પેર્સ તથા વર્કમેન શીપથી ઠેકેદારે કરાવવાની રહેશે.

૨૯. જે હેડવર્ક સખાતે એક/વધારે ગ્રુપની

પંપીંગ મશીન રીનવીઝેસાડવામાં

આવશે તેના કમીશનીંગ પછી આવા હેડવર્ક સનો

સંચાલન અને મરામતનો ચાર્જ નવી પંપીંગ

મશીન રીનવીઝેસાડનાર ઠેકેદારને

તાત્કાલીક અસરથી ચાલુ હાલતમાં સોંપી દેવાનો રહેશે,

અને ચાલુ ઠેકેદારે જે તારીખ સુધી ઓ.

એન્ડ.એમ. કરેલ હશે

ત્યાં સુધીનું ચુકવણું કરી છુટા કરવામાં આવશે,

ટેન્ડરના બાકી સમય માટે કોઈ

તકરાર સ્વિકારવામાં આવશે નહીં અને ખાતાનો નિર્ણય આખરી રહેશે

તથા જે તે ઠેકેદારશ્રીને તે બંધનકર્તા રહેશે.

૩૦. કોઈપંપીંગસ્ટેશનનીહયાતપંપીંગમશીનરીમાંઈલેક્ટ્રીક-મીકેનીકલઈકવીપમેન્ટમાંકોઈભવિષ્યમાંખાતા
દવારાફેરફારકરવામાંઆવેઅનેજેતેસમયનીપરિસ્થિતિપ્રમાણેપંપોનીસંખ્યામાંફેરફારથાયતેવાસંજોગોમાં
ઠેકેદારેફેરફારકરેલ મશીનરીનીપણસંચાલનનીકામગીરીકરીઆપવાનીરહેશે તે
માટેકોઈવધારાનુચુકવણુંકરવામાંઆવશેનહી.

૩૧. સંચાલન, મરામત
અનેનિભાવણીનીકામગીરીમાટેરાખવામાઆવેલસ્ટાફપૈકીનોકોઈપણમાણસગેરકાયદેસરપ્રવૃત્તિમાંસંડોવા
યેલોમાલુમપડેકેગુનાહીતપ્રવૃત્તિઆચરતોમાલુમપડેતોએન્જીનીયરનીસુચનામુજબતાત્કાલીકઅસરથીછુ
ટોકરવાનોરહેશે તેમજખાતાનીમાલીકીનીજગ્યામાંકોઈપણજાતનીગેરકાયદેસરપ્રવૃત્તિ
ચાલતીમાલુમપડશે તોઠેકેદારશ્રીનીકામગીરીનોઅંતલાવવામાં આવશેઅનેતેનીજામીનઅનામતજપ્ત
કરવાને પાત્ર થશે. આવા કિસ્સામાં સમગ્ર કાયદાકીય જવાબદારી ઠેકેદારશ્રીનાં શિરે રહેશે..

૩૨. સંચાલન, મરામત
અનેનિભાવણીનીકામગીરીમાટેરાખવામાઆવેલસ્ટાફપૈકીનોકોઈપણમાણસકોઈપણપ્રકારનોગુનાહીતરે
કોઈધરાવતાનથીતેબાબતનુંજરૂરીપ્રમાણપત્રઠેકેદારશ્રીએરજુકરવાનુંરહેશેઅનેજોઆવુપ્રમાણપત્રખોટુંમા
લુમપડશેતોઠેકેદારશ્રીનીકામગીરીનોઅંતલાવવામાઆવશેઅનેતેનીજામીનગીરીઅનામતજપ્તકરવામા
આવશે.

૩૩. સંચાલન, મરામત અનેનિભાવણીનીકામગીરીમાટેરાખવામાઆવેલસ્ટાફનિર્વ્યસની, સુધડ
અનેસારીવર્તાણુકધરાવતાંહોવાજોઈએ.

૩૪.ઠેકેદારશ્રીનેજે મશીનરી, પાઈપલાઈનવગેરેતમામસોપવામાંઆવેલસરકારીમિલકતો
નીજાળવણીનીજવાબદારીઠેકેદારશ્રીનીરહેશે તેમજઆમાંજે
કાંઈજનુકશાની, ચોરીવિગેરેથશેતોતેટલીરકમઠેકેદારશ્રીએબોર્ડનેભરપાઈકરવાનીરહેશે.

૩૫. આકોન્ટ્રાકટઅંતર્ગતપીવાનાંપાણીનાંહેતુસિવાયઅન્યહેતુમાટેજોઠેકેદારપાણીઆપતાધ્યાનેઆવશેઅથવાકો
ઈફરીયાદઆવશેતોગુન્હે દાખલકરીપોલીસકાર્યવાહીકરવામાંઆવશે
અનેઆબાબતેબોર્ડસરકારશ્રીનેથયેલઆર્થિકનુકશાનઠેકેદારશ્રીપાસેથીવસુલકરવામાંઆવશે.

૩૬. જરૂરજણાય
તોખાતાદવારાહેડવર્કસપરડી. જી. સેટફીટકરવામાંઆવેતોતેનીસંચાલનનીકામગીરીકોઈપણજાતનાવધા
રાનાચાર્જવગરઆકામનાઠેકેદારશ્રીએકરીઆપવાનીરહેશે.
જરૂરીબળતણઅનેમરામતવગેરેનીવ્યવસ્થાખાતાદવારાકરવામાંઆવશે.

૩૭. કચેરીસાથેસંપર્કમાંરહેતેહેતુથીજે તેહેડવર્કસઉપરમોબાઈલફોનનીવ્યવસ્થાઠેકેદારશ્રીએકરવાનીરહેશે
અનેસતતચાલુરાખવાનોરહેશે તથા કચેરીની જરૂરીયાત મુજબ પ્રતિદિનના કરેલ પમ્પીંગના કલાક
કચેરીએ લખાવવાના રહેશે..

૩૮. જે તેહેડવર્કસપરવિજયોરી અંગેનીસઘળીજવાબદારીઠેકેદારશ્રીનીરહેશે.
એમ. જી. વી. સી. એલ. દવારાવિજયોરીનાદંડનીરકમઆપવામાંઆવેતેઠેકેદારશ્રીએભરવાનીરહેશે.
ઠેકેદારશ્રીદવારાઆરકમભરવામાંનિષ્ફળગયેથીતેરકમબીલમાંથીકપાતકરવામાંઆવશે.

૩૯.એજન્સીએકોમ્પ્રેહેન્સીવઓ.એન્ડએમ.

દરમ્યાનખાતાકીયટ્રાન્સફોર્મરનુંરૂટીનસર્વિસીંગતથાજરૂરીઓઈલબદલવાનુંકામએજન્સીએકરવાનુરહેશે.
જેમાંઓઈલએજન્સીએલાવવાનુરહેશે.

૪૦.કોમ્પ્રેહેન્સીવઓએન્ડ એમ. દરમ્યાનપાવરફેક્ટર જાળવવાની સંપૂર્ણ જવાબદારીએજન્સીનીરહેશે.
એમ.જી.વી.સી.એલ. તરફથીમળતાબીલમાં યોગ્ય પાવર ફેક્ટર જાળવેલ ના હોય તો પાવરફેક્ટર
એડજસ્ટમેન્ટ ચાર્જ અર્થાત પેનલ્ટીજણાશેતોઆપેનલ્ટીની ખરેખરી રકમ (ઉપરાંત વધારાનાં ૫%
એડમીનીસ્ટ્રેટીવ ચાર્જ સાથે) ઓ.એન્ડએમ.નાબીલમાંથીકપાતકરવામાં
આવશેજેમાંકોઈવાંધોલઈશકાશેનહીં.એમ.જી.વી.સી.એલ.તરફથીઆપવામાંઆવતુજી-૭ફોર્મ
નીભાવવાનુરહેશે તેમજજી-૭ફોર્મમાંરાત્રિસમયનાંરીડીંગઅલગથીદર્શાવવાનારહેશે. એચ.ટી. વિજ
જોડાણનાં કિસ્સામાં પાવર ફેક્ટર ન્યુનત્તમ ૦.૯૮ (માસિક સરેરાશ) જાળવવો અનિવાર્ય છે.

૪૧. એજન્સીએ પ્રત્યેક પમ્પીંગ સ્ટેશન ખાતે મશીનરી તથા સંલગ્ન સાધનો / ઉપકરણોનો ખાતા દ્વારા
દર્શાવેલ કુલ રકમનો વિમોલેવાનોરહેશે. ઉક્ત વિમામાં આગ,અકસ્માત,ધરતી કંપ, પુર,વાવાઝોડુ,જેવી
કુદરતી આપત્તિઓનાં કારણે થતી નુકસાની વગેરે સમાવિષ્ટ રહેશે. તે જ પ્રમાણે ઠેકેદારશ્રી દ્વારા
ટેન્ડરની જોગવાઈ મુજબ રાખવાનાં થતા કામદારોનો પણ ન્યુનત્તમ વેતન ધારા અને તેમની
લાયકાત (કુશળ / અર્ધકુશળ / બિનકુશળ) મુજબ નિયમ મુજબનાં વિમા અચૂકપણે ઉતારવાનાં
રહેશે. જો ઠેકેદારશ્રી દ્વારા વીમો લેવામાં ના આવે અને / અથવા સમયસર રીન્યુ ના કરવામાં આવે
તો ઉક્ત બન્ને કિસ્સામાં અર્થાત પમ્પીંગ મશીનરી અને ઓપરેટીંગ સ્ટાફ માટે ઠેકેદારશ્રીની સંપૂર્ણ
જવાબદારી રહેશે. બન્ને વીમા લીધા બાદ અસલ વીમા પોલીસી તેમજ ભરેલ પ્રીમીયમની રસીદો
ખાતાને રજુ કર્યેથી તે સમગ્ર નાણાં ખાતા દ્વારા પરત કરવામાં આવશે

૪૨.જોસીકચોરીટીપીરીયડનોસમાવેશટેન્ડરમાંનહીંહોયતોજેમાસદરમ્યાનપંપીંગબંધરહેશેતેમાસનુંઓપરેટીવપી
રીયડનાંઅડધાદરેચુકવણું કરવામાંઆવશે.

૪૩.આ કામગીરી પુરી થયા બાદ નવી એજન્સીને પંપીંગ મશીનરી સોંપવાની થાય ત્યારે પંપ હાઉસમાં
આવેલી તમામ પંપીંગ મશીનરી તથા એસેસરીઝ જેવી કે પંપ, મોટર, પેનલ, વાલ્વ, ફ્લોમીટર,
ઇ.ઓ.ટી. કેઇન, કેબલ, પાઇપીંગ સીસ્ટમ, મીટર ગેજ વિગેરે ચાલુ હાલતમાં સોંપી આપવાની રહેશે.
જો રીપેરીંગ કરવાનું થતું હોય તો તે સોંપ્યા તારીખથી દિવસ-૧૦ માં રીપેરીંગ કામગીરી પૂર્ણ
કરવાની રહેશે. જો આમ કરવામાં એજન્સી નિષ્ફળ જશે તો પંપીંગ મશીનરી તથા તેનાં પાર્ટસનાં
મેન્યુફેક્ચર / ડીલર / સબ ડીલર વિગેરે પાસેથી ભાવો / બજેટરી ભાવો મેળવીને એજન્સીનાં ખર્ચે
આ કામગીરી પૂર્ણ કરાવી લેવામાં આવશે. જે ખર્ચ એજન્સીનાં છેલ્લાં બીલમાંથી અથવા એસ.ડી.
માંથી કપાત કરી લેવામાં આવશે અને તે રકમનું ચુકવણું ટેક ઓવર (ચાર્જ સંભાળતી) એજન્સીને
ચુકવવામાં આવશે.

૪૪. કરારખત ની મુદત પૂર્ણ થતાં ચાર્જ સોંપનાર એજન્સીએ નવી એજન્સીને ચાર્જ સોંપી દેવાનો રહેશે.
ચાર્જ સોંપવામાં જેટલા દિવસ મોડા પડશે તેટલા દિવસ માટે દિન-૧ ના રૂ.૫૦૦=૦૦ પ્રમાણે ની
પેનલ્ટી તેમના બીલમાંથી વસુલ કરવામાં આવશે. ચાર્જ લેનાર એજન્સી જો ચાર્જ લેવામાં ઢીલ
કરશે તો ઉપરની શરત પ્રમાણે તેમને પણ પેનલ્ટી ચુકવવાની રહેશે.

૪૫. ટેન્ડરમાં સમાવિષ્ટ હેડ વર્કસ ખાતે કોઇ પણ મીકેનિકલ / ઇલેક્ટ્રીકલ ઇક્વીપમેન્ટ્સ જેવા કે ઇઓટી,
ફ્લો મીટર, વેક્યુમ પમ્પ, ડ્રેન - ડીવોટરીંગ પમ્પ, અર્થીંગ સીસ્ટમ, લાઇટીંગ એરેન્જમેન્ટ વગેરે

નવા ફીટ કરવામાં આવે તો તે નવા ફીટ કરાયેલ સાધનો / ઉપકરણોની પણ તેનાં ડીફેક્ટ લાયબીલીટી અર્થાત ૦૧ વર્ષનાં સમયગાળા પશ્ચાત મરામત અને નિભાવણી કરવાની રહેશે અને તે કામગીરી માટે અલગથી વધારાનું કોઇ ચુકવણું કરવામાં આવશે નહિં. ઉક્ત સમગ્ર સાધનો નાં સંચાલન પણ ફીટ થયેથી તુર્ત જ કોઇ પણ જાતનાં વધારાનાં ચાર્જ સિવાય ઠેકેદારશ્રી દ્વારા કરવાનાં રહેશે..

૪૬. હેડવર્ક્સ ખાતે જો નવા પંપો ફીટ કરવામાં આવે તો નવી એજન્સીનું મરામત અને નિભાવણી નું કામ ચાલુ થયે આ ટેન્ડરની કામગીરી જે તે દિવસથી જ સમાપ્ત થયેલ ગણવાની રહેશે અને બાકીના સમયની મરામત અને નિભાવણીની કામગીરી કરવાની ન હોય તે માટે ચુકવણું કરવામાં આવશે નહિં.

૪૭. ઠેકેદારશ્રી દ્વારા પ્રત્યેક માસ પૂર્ણ થયેથી પમ્પીંગ મશીનરીની પ્રમાણિત લોગબુક, તેમનાં દ્વારા રાખવામાં આવેલ કામદારોનાં પ્રમાણિત હાજરી પત્રક તેમજ તેમનાં દ્વારા રાખવામાં આવેલ કામદારોને પ્રવર્તમાન ન્યુનત્તમ વેતનધારા પ્રમાણેનાં ચુકવણા સમયસર થયેલ છે તે મુજબનાં પ્રમાણપત્ર તેમનાં લેટર હેડ પર અચૂકપણે આપવાનાં રહેશે. ઉક્ત સમગ્ર દસ્તાવેજો માસ પૂર્ણ થયેથી મહત્તમ ૦૭ વર્કીંગ દીવસો માં સંલગ્ન પેટા વિભાગીય કચેરીમાં રૂબરૂમાં / પોસ્ટ દ્વારા અચૂક મોકલાવાનાં રહેશે. ઉક્ત દસ્તાવેજો પેટા વિભાગીય દ્વારા ત્રિમાસિક ધોરણે કામગીરી નાં ચાલુ બીલ સાદર કરવાનાં થાય તે માસમાં, માસ પૂર્ણ થયાનાં પ્રથમ ૦૭ વર્કીંગ દિવસોમાં ઉપલબ્ધ કરાવવામાં ના આવે તેવા કિસ્સામાં પ્રતિ દિન રૂ. ૧૦૦.૦૦ જેટલી રકમ દંડ સ્વરૂપે કુલ વિલંબનાં દિવસોની ગણતરી કરીને ઠેકેદારશ્રીનાં ચાલુ બિલમાંથી કાયમી કપાત કરવામાં આવશે. આ બાબતે ખાતાનો નિર્ણય આખરી અને ઠેકેદારશ્રીને બાધ્ય રહેશે. ઉક્ત દસ્તાવેજોનાં અભાવે પેટા વિભાગીય કચેરી દ્વારા બિલ ચુકવણા અર્થે મોકલવામાં આવશે નહીં અને તેની સંપૂર્ણ જવાબદારી ઠેકેદારશ્રીની જ રહેશે.

૪૮. ઠેકેદારશ્રી દ્વારા તેમનાં દ્વારા ટેન્ડરની જોગવાઈ મુજબ રાખવાનાં થતા કામદારોનાં તેમનાં લેટર હેડ અને / અથવા તેમનાં દ્વારા પ્રમાણિત ઓળખપત્ર (ફોટો આઈડેન્ટિટી કાર્ડ) પેટા વિભાગીય કચેરીમાં રજુ કરવાનાં રહેશે. સાથે સાથે પ્રતેક કામદાર નાં આઈડેન્ટિટી કાર્ડ (જેવા કે ડ્રાઇવીંગ લાયસન્સ / આધાર કાર્ડ / ચૂંટણી એપીક કાર્ડ) ની પ્રમાણિત ઝેરોક્ષ નકલ પણ અચૂકપણે રજુ કરવાની રહેશે. પેટા વિભાગીય કચેરી દ્વારા આ બાબતે કોઇ વાંધો હોય તો તે ઠેકેદારશ્રી દ્વારા સુચવ્યા મુજબ દૂર કરવાનો રહેશે.

૪૯. ઠેકેદારશ્રી દ્વારા પ્રત્યેક હેડ વર્ક્સ પર કામદારોનાં સાપ્તાહિક ડ્યુટી રોસ્ટર રાખવાનાં રહેશે તેમજ પ્રત્યેક કામદાર તેમનાં દ્વારા આપવામાં આવેલ ઓળખ પત્ર સાથે રાખવા તેમજ તેમનાં દ્વારા આપવામાં આવેલ યુનીફોર્મમાં જ ફરજ બજાવવાની રહેશે. ઉક્ત બાબતોનાં અમલીકરણની સઘળી જવાબદારી ઠેકેદારશ્રીની રહેશે.

૫૦. ટેન્ડર માં સમાવિષ્ટ કોઇ પણ હેડ વર્ક્સ ખાતા દ્વારા ટેન્ડર ફીલીંગ પોઇન્ટ તરીકે નિર્ધારિત કરેલ હોય અને / અથવા જરૂરીયાત મુજબ નક્કી કરવામાં આવે તો ઠેકેદારશ્રી દ્વારા માત્ર ખાતા દ્વારા અધિકૃત ટેન્કરોમાં જ પાણી સંબંધિત સુખાકારી પેટા વિભાગનાં સંકલનમાં / લેખિત સુચના મુજબ જ કામગીરી કરવાની રહેશે. બિનઅધિકૃત વ્યક્તિ / સંસ્થા દ્વારા ટેન્કરો ના ભરાય તેની સંપૂર્ણ તકેદારી

ઠેકેદારશ્રી દ્વારા રાખવાની રહેશે અને આ બાબતે કોઈ પ્રશ્ન ઉપસ્થિત થાય તો તેની સઘળી જવાબદારી ઠેકેદારશ્રીની રહેશે.

૫૧. કરારખતની મુદત પૂર્ણ થતાં ચાર્જ સોંપનાર એજન્સીએ પંપ હાઉસમાં આવેલી તમામ પંપીંગ મશીનરી જેવી કે પંપ, મોટર, વાલ્વ, પાઇપ, ફ્લોમીટર, પેનલ, ઇ.ઓ.ટી. કેઇન, વિગેરેને એન્જીનીયરનીસુચનામુજબનું કલરકામ તાત્કાલીકપૂર્ણ કરી નવી એજન્સી ને ચાર્જ સોંપી દેવાનો રહેશે. ઠેકેદારે કોન્ટ્રેક્ટ સમયગાળા દરમિયાન એટલે કે માસનાં સમયગાળામાં તમામ પંપીંગ મશીનરી તથા પંપહાઉસને ઇન્ચાર્જ ઇજનેરની સૂચનાનુસાર રંગરોગાન કરવાનો રહેશે. જેનું અલગ ચુકવણું કરવામાં આવશે નહીં.
૫૨. ઠેકેદારશ્રી દ્વારા પમ્પીંગ મશીનરી તેમજ સંલગ્ન સાધનો / ઉપકરણો નાં સંચાલન, મરામત અને નિભાવણીની સમગ્ર કામગીરી ટેન્ડરની જોગવાઈઓ અને શરતો મુજબ કરવાની રહેશે.
૫૩. ઠેકેદારે પંપહાઉસ પ્રીમાઇસીસમાં બાગ-બગીચાની જાળવણી, ફુલ-છોડ-ઝાડને પાણી પાવાનું, સ્વચ્છતા રાખવાની તમામ કામગીરી સમયે સમયે કરવાની રહેશે. જેનું અલગથી ચુકવણું કરવામાં આવશે નહીં. કરારખત ની મુદત પૂર્ણ થતાં ચાર્જ સોંપનાર એજન્સી એ પંપ હાઉસમાં આવેલી તમામ પંપીંગ મશીનરી જેવી કે પંપ, મોટર, વાલ્વ, પાઇપ, ફ્લોમીટર, પેનલ, ઇ.ઓ.ટી. કેઇન, વિગેરેને એન્જીનીયરનીસુચનામુજબનું કલરકામ તાત્કાલીકપૂર્ણ કરી નવી એજન્સી ને ચાર્જ સોંપી દેવાનો રહેશે.
૫૪. પંપહાઉસની અંદરની લાઇટીંગ તથા બહાર રાખવામાં આવેલ લાઇટીંગ તથા અસેસરીઝની જાળવણીની રહેશે તથા તેને નુકશાન થયે રીપેર કરવાની અથવા નવી નાખવાની રહેશે. પંપ હાઉસની સાફ સફાઇ નિયમિતપણે કરવાની રહેશે. પંપ હાઉસના બારી-બારણા તથા વેંટિલેશન માટે રાખવામાં આવેલ બારી/જાળીની જાળવણી કરવાની રહેશે તથા તેને નુકશાન થયે રીપેર કરવાના અથવા નવી નાખવાની રહેશે.
૫૫. બોર્ડ કચેરીના જી.એસ.ટી. ના પરીપત્ર નં ટેકસેલ/ જીએસટી /પરિપત્ર /૩૫૧તા.૧૮.૦૪.૨૦૨૨ ને ટેન્ડરના ભાગરૂપે ગણવાનો રહેશે.
૫૬. મરામત અને નિભાવણી દરમિયાન હયાત પ્લાન્ટ અને મશીનરીઝ તેમજ એજન્સી દ્વારા રાખવામાં આવેલ મેનપાવરનાં ઇન્સ્યુરન્સ ફરજિયાત અત્રેની કચેરીમાં રજુ કરવાના રહેશે.
૫૭. આ કામગીરી અંતર્ગત ટેન્ડર પ્રમાણે એજન્સી દ્વારા રખાયેલ મેનપાવરના આધારકાર્ડની તેમજ બેંક ખાતા નંબરની વિગતો વિભાગીય કચેરીમાં ફરજિયાત રજુ કરવાના રહેશે. આ કામગીરી અંતર્ગત એજન્સી દ્વારા ટેન્ડર પ્રમાણે રખાયેલ મેનપાવરને આઇડેન્ટી કાર્ડ આપવાનો રહેશે તેમજ તેની નકલ વિભાગીય કચેરીમાં ફરજિયાત રજુ કરવાના રહેશે.
૫૮. ઉપરોક્ત તમામ શરતો ટેન્ડરના ભાગરૂપે ગણવાની રહેશે તથા તે માટે અલગથી કોઇપણ પ્રકારનું ચુકવણું ખાતા તરફથી કરવામાં આવશે નહીં.
૫૯. ગુ. પા. પુ. અને ગ. વ્ય. બોર્ડની જરૂરીયાત મુજબ કામગીરીની મુદત પૂર્ણ થયા બાદ વધારવાની જરૂરીયાત ઉભી થાય તો એન્જીનીયર ઇન્ચાર્જ અને ઠેકેદારની અરસપરસની સમજૂતીથીનિયામોનુસાર મુદત વધારી શકાશે. તથા જરૂરી નવિન કરારખત કરવાનું રહેશે.

50. ઠેકેદારશ્રીએ બોર્ડના ERP Software ના O and M Module માં ખાતાની સૂચના મુજબ એન્ટ્રી કરવાની રહેશે તથા વખતો-વખત ERP Software માં એન્ટ્રી કરવા બાબતે બોર્ડ દ્વારા આપવામાં આવતી સૂચનાનું પાલન કરવાનું રહેશે. ERP Software ના O and M Module માં એન્ટ્રી ન કરવા બાબતે બોર્ડના પરિપત્રની જોગવાઈ અનુસાર O and M કામગીરીના ચૂંકવણાં ડીપોઝીટમાં રાખવામાં આવશે. જે ઠેકેદારશ્રીને બંધનકર્તા રહેશે.

ઠેકેદારનીસહી

કાર્યપાલકઈજનેર
જાહેર આરોય બાંધકામ વિભાગ
દાહોદ

PART – 2
SPECIAL TERMS AND CONDITIONS FOR PAYMENT

- 1) Amount shown in Price schedule is for the period of **60** months. The payment shall be made on monthly/ quarterly basis subject to terms & conditions mentioned in Price bid and on availability of funds.
- 2) If supply of water is disturbed for want of electricity, breakage of pipe line or due to some other departmental reasons contractor shall be paid as per terms.
- 3) **In case of non-availability of water from canal/ dam or no demand on any section, the system will not run for duration which will be considered as a non-operating period. During such period contractor will carry out minor / major / preventive service & overhauling of the plant and system. Non-operational scheduled payment will be made during such period.**
- 4) Payment to person engaged (at fixed rate by the contractor) for work shall be made according to grade of work. If any court case is filed or administrative problem arises for short payment, the contractor shall be entirely responsible for it.
- 5) Contractor shall be vigilant as under for constant operation of supply and distribution;
 - a) **Repairing work:** Supervision of repairing work is to be done by contractor himself or some experienced person shall be engaged for it, and site shall be visited once a day to see that proper work is done. And for general repairs advance & proper planning of repairing schedule shall be done and skilled persons shall be engaged for it.
 - b) **Verification of personal qualification:** Before starting the work at the site and undertaking operation of work, verification of persons engaged for it shall be done by officer-in-charge, whether they have required experience for it. Even after entrusting with responsibility of operation of scheme to contractor, officer of GWSSB shall have absolute right for such verification.
 - c) For recovery of compensation/liquidated damages for absence of operator as per terms & conditions;
 - i) Contractor shall verify whether M & R works are being done vigilantly, and for that he shall take utmost care & be continuously aware. In case of any sabotage, break down during operation and/ or unavoidable circumstances arises, immediate report shall be made to engineer in-charge, so that required corrective action can be taken to maintain continuous supply of water.
 - ii) The operator engaged for the work shall not leave premises and shall remain constantly present (As per Tender Specification during entire contract period as shown in VOLUME-II) & during repairing work until repair work is satisfactorily completed. If any employee is found absent by any officer of GWSSB and if wastage of water is noticed, necessary action shall be taken accordingly.
 - iii) In order to maintain continuous water level in the sump, the operating crew shall have to successfully coordinate with the operator on duty, to throttle the valve as per requirement and other implements and keep vigilance for constant operation.
 - iv) Contractor shall repair the system damaged due to faulty operation / maintenance / repairs at his cost.
 - v) This work involves coordinated operation of valve, repairing, servicing etc.
 - d) Contractor shall prepare shift duty register and shall obtain permission from in charge engineer before implementing the same. The contractor shall prepare three copies of it one of which shall be displayed at site of work so it can be read. If any changes if & as are

required in shift duty it may be done with the permission of in charge engineer. Operator shall be shifted to other places as per verbal / written instruction of engineer in charge. There shall be no dispute about the same.

e) Every detail about piping system of the project for operation will be given to contractor by engineer in charge.

f) Detail of daily work load entrusted with operator and his assistant if any engaged shall be kept ready at the site of head work for scrutiny of engineer in charge.

7) Instructions for operation:

Contractor shall ensure that pump operator engaged by him holds know how about operating pumps & all allied equipment/ accessories.

A. Before starting water following matter shall be checked by operator.

i) Checking leakages of gland.

ii) Valve should be opened or closed slowly.

iii) Valve should be opened as per requirement of water.

iv) Succeeding valve should be opened first.

v) To check the delivery head pressure gauge and to regulate constant flow of water, keep constant supervision on pressure gauge.

vi) Before stopping water supply, valves should be slowly closed first and then pump should be closed ensuring that valve is fully closed.

8) For any fault noticed, it may be mentioned on notice board at head works site. Contractor shall bring necessary material, manpower, T&P and vehicle for repairs. Contractor shall ensure monthly checking of measuring instruments like pressure gauges, flow meters, water level indicators through his representative and observations shall be recorded duly countersigned by departmental representative. These details shall be maintained at headwork, and it shall be produced before inspecting officer when he visits the site. The responsibility of agency for maintenance & repairs of head works and water supply arrangement shall be for the time prescribed under the agreement. That time can be extended with the consent of both the parties. If power supply fails operator shall immediately inform the engineer-in-charge or his representative by telephone and file a complaint about it with concerned persons of VIJ COMPANY on Telephone. During visits of pumping stations by VIJ COMPANY/ Electrical Inspector, full cooperation shall be extended by the contractor & any instructions passed on by them will have to be complied immediately without any extra cost. No unauthorised person shall be allowed in the premises of department. Contractor shall be responsible for the security of all the materials on distribution system and machinery under headwork. During the charge of contractor, he shall be held fully responsible for any theft or accident, and the department shall not pay any compensation under any circumstances. During the charge of contractor, if any fault to any implement has occurred contractor shall get it properly repaired and for that no extra payment shall be made.

Signature of Contractor

**Executive Engineer
P.H.W.Division
Dahod**

Technical Details of installed machineries & Equipment & Scope of services

Scope of contractor includes operation maintenance; repairing & replacement of spare parts of Electrical & Mechanical equipment of different H.W. and Sub Head works as per mentioned in Price Bid.

The list of equipment mentioned in price bid is in general. The equipment which are not described in the list but which are in existence in the plants are under Contractor's scope of the Operation & Maintenance

Daily record about the incoming flow & outgoing flow at sump of head work site should be maintain by the Contractor as per the Performa is to be instructed by the Department and will be send to office as per instruction duly signed.

In addition to above the contractor shall have to preserve in his custody at their own risk and cost, the GWSSB's stock of mandatory spare parts for mechanical items, instrumentation items, tools (Both for Mechanical & Electrical) and mandatory spare parts for electrical equipment during O&M period and all accessories available at head works. These items are to be handed back to GWSSB or as directed at the end of contract period. Contractor cannot utilise any of items from this stock without written permission from GWSSB (List of spares/tools will be given at the time of handing over plant).

If GWSSB allows utilisation of such available spares/accessories in the contract period then GWSSB will recover the cost of certain items from the contractor. The rate and amount of a pares utilised by agency, will be decided by engineer in charge and will be binding to the contractor. The above list of equipment is in general. The equipment which are not described in this list and which are in existence in the plant are under contractor's scope of O&M.

Signature of Contractor

**Executive Engineer
P.H. M. W.Division
Dahod**

GENERAL SCOPE OF SERVICES

A) GENERAL

Maintenance & repairs contract include the scope of following items and /or services or works for the period of **60** months from the date of issue of work order.

1. The contractor will be responsible for smooth, efficient & satisfactory operation & maintenance and repairing, replacement of spares, any works related to raw/ clear water Pumping Station on round the clock basis for the period of **60** calendar months from the date of contract of plant machineries briefly described above.
2. The scope of the contractor includes maintenance & repairs and need based replacement of spares.
3. The scope of work also include to provide necessary tools and tackles required for day to day routine maintenance, preventive and break down repairs / maintenance.
4. The scope of work also include minor and major repair to the equipment existing in the plant to be carried out by the contractor during M& R period.
5. The scope also includes through cleaning of strainers of each pump quarterly so that 24 hrs required quantity of water is made available from the sump.
6. The scope of work also include the disposal of the foreign particles like sand, dead or live animals etc. from pumping station/sump to suitable place as shown by GWSSB.
7. The scope of work also includes repairing & replacement of damage strainer of each pump set, repairing of dewatering pump motor sets, chain pulley block (if available) etc. as well as any & all items required replaced.
8. The scope of works also include the calibration of all meters e.g. pressure gauge, ammeter, voltmeter, energy meters (if installed by the department), temperature sensors, flow meters etc. for measurement of accurate readings.
9. The scope of work of contractor includes maintenance & repairs of HT power incoming line, earthing works or any other maintenance required.
10. The scope of work also include to keep fixed capacitor banks/ individual capacitor panel must in working condition to keep GEB power factor more than required MINIMUM by the contractor. Any spares required to keep capacitor panel in round the clock working condition as well as keep at least one capacitor of required KVAR capacity in inventory at site are within the scope of the contractor. The spares required for LT capacitor panel must be procured and replaced immediately if & as required. No spares for capacitor panel etc. under any circumstances will be provided by GWSSB. At all times **Any power factor adjustment charges levied by VIJ COMPANY on account of non maintenance of minimum required power factor (i.e. less than 0.9) will be recovered from the contractor from his monthly M& R bill. Further additional 5 % of amount of VIJ COMPANY adjustment charges shall also be recovered from contractor's bill. The contractor at all times should strive to achieve near unity power factor.**
11. The scope of work includes attending of all types of cable faults for pump motor set, pump house lighting etc.
12. The scope of work also includes

- i) Drawl of raw/ clear water from Sump, transfer of raw/ clear water and pumping and transfer of water by means of system, control and operation of plant.
- ii) Routine maintenance of all installation & equipment & piping etc.
- iii) All valve i.e. sluice valve/ B.F. Valves etc. to be kept under working condition.
- iv) Pump houselighting – The pump houseof works is provided with mercury/sodium vapour lamps, fluorescent tubes and also ceiling fans/exhaust fans inside the various structures. Daily on/off operation and routine cleaning of all type of electric fixtures. Replacement of lamps/Tubes/Fans in case of failure at contractors cost.
- v) Pump house premises are to be kept neat &clean conditions. Regular cleaning/ washing with detergents/ floor cleaner etc. shall be carried out on regular basis. All consumables are to be provided as required. All ventilators, windows/doors/ fixtures are to be cleaned periodically and are to be kept in good condition.
- vi) To be vigilant about overflowing sump. If such overflow takes place due to negligence of the agency, than he shall have to bear the damages caused to surrounding properties.
- vii) Maintaining pump house common header/ transmission main. If any leakage and/ or breaking of pipe is found same shall have to be rectified within 12 hrs. All materials, equipment and labours shall have to be employed by the agency to attend to such repairs.

B) KEEPING OF DOCUMENTS RECORDS / LOG BOOK

- The contractor will be responsible for keeping up to date records of documents including History Card for equipment and maintaining every day log book relating to various analysis performed and to prepare and submit a daily report of Pumping Station performance. The contractor shall maintain and update log book and details of operational parameters like pumping hours, amperes, flow meter reading, L. T. voltage, power factor, energy meter reading, pressure and other required readings are recorded in every shift at regular interval e.g. hourly or as agreed mutually by GWSSB & the contractor.
- Printing of log sheets, registers and all necessary stationery required for maintaining records of operations, maintenances & repairs have to be arranged by the Contractor at his cost. Format of log sheets& registers will be made available to the successful tenderer by the GWSSB. All required stationary articles viz. Paper, files etc. shall have to be supplied by the contractor without any extra cost.
- The scope of work also includes attending to all LT cable faults including end terminations of cables, changing of lugs or changing LT cables.

C) ADDITIONAL SCOPE OF WORK

- For additional work, if any, which is not included in the scope at present shall be executed by the contractor on authorisation in writing from the GWSSB.
- The rate of such additional work will be worked out by the Contractor based on the cost of materials and labour and shall be furnished to the GWSSB. The contractor shall be entitled for full cost of materials, direct labour and cost of operation of equipment/machinery etc. required to execute the work.

- For such additional work, the contractor shall maintain time sheets of personnel engaged and equipment/machinery used for the execution of work. Only such labour and other costs based on the above records shall be applicable to the rates payable for above additional work.

D) NOTICE BOARD / DISPLAY BOARD

The contractor shall provide a Notice Board/Display Board at appropriate locations as described by department and are to be updated regularly and giving in details, precautions to be taken by operation, maintenance & repairs personnel in work in conformity with Industries and Labour Regulations and Department of Explosives.

E) GENERAL ROUTINE MAINTENANCE (Where ever applicable)

General routine preventive maintenance schedule for various equipment shall be adopted from O&M Manual. However the general routine maintenance to be carried out by the Contractor's personnel will include but not limited to the following:

- If it is observed that power consumption per MLD of water pumped is increased, the contractor has to trace out the fault and rectify the same to bring to the standard Value.
- Dewatering and cleaning of pump house.
- Regular watering of the earthpits.
- Air blowing of motors, L.T. panel etc.
- Check for any loose connection in all electrical equipment and rectification of the same.
- Replacement of gland packing for the pump, sluice valves etc. whenever required.
- Greasing of bearing and lubricating all moving parts as per the schedule.
- Tightening of all loose nutbolts and other fasteners.
- Cleaning of sump and strainer of each pump at regular intervals.
- Lubricating and test operation of the valves.
- General cleaning of all equipment and pump houses.
- Checking and replacement of bulbs, tubes, chokes, starters, switches etc. thorough out pump house lights.

F) PREVENTIVE MAINTENANCE CHECKS (where ever applicable)

The contractor shall adopt a preventive maintenance check's schedule as agreed mutually between the Contractor and the Employer. The preventive maintenance checks and their tasks frequencies will not be limited to the following:

1) Checks to be performed daily

- Vibration in the pump sets, moving assemblies etc.
- Tighteners.
- Rise in temperature of bearings in motor, in moving parts and other units etc.
- Working of gauges and other measuring devices.
- Observations on water quality.
- Rise in ampere than rated design amperes due to worn out thrust bearing or others fault in case of submersible pump.

2) Checks to be performed weekly

- Pipeline leakages.
- Tightness of all electrical connections.
- Tightness of all cable connections.
- Temperature rise due to loose connections.
- Watering of earthing pits.
- Operation of all sluice and butterfly valves, scour and pressure relief valves, gates and air valves.

- g) Current and voltages in all electrical equipment.
- 3) Checks to be performed monthly**
 - a) Gland packing.
 - b) Wear and tear of moving parts.
 - c) Adoption of electrical energy conservation method and energy consumption.
 - d) Electrical contacts.
 - e) Motors.
 - f) Metering of electrical equipment.
- 4) Checks to be performed quarterly**
 - a) Relay testing and calibration if possible of meters, gauges, instruments, flow meters and temperature meters/ sensors and flow indicator unit.
 - b) Speed of motors.
 - c) Level gauges and flow meters signals.
- 5) Checks to be performed biannually**
 - a) Cleaning, checking/tightening of LT circuit/panel.
 - b) Tightening of MCC/MVDB.
 - c) Auxiliary DB, Capacitor bank.
 - d) Battery and Battery charger.
- 6) Checks to be performed annually**
 - a) Overhauling requirement of all equipment.
 - b) Improvement required if any in operation of plant.
 - c) Testing and calibration of all instruments.
 - d) LT MCC panel cleaning, testing.
- G) MINOR & Major REPAIRS GENERALLY ENCOUNTERED IN THE PLANT**
Electrical works (where ever applicable)
 - a) For L.T. Installations**
 - i) Replacement of no-volt coil for ACB.
 - ii) Replacement of Cable lugs including terminations.
 - iii) Replacement of burnt out HRC/ Rewire able fuses.
 - iv) Replacement of moving and fixed contacts or contractors.
 - v) Repairs to isolators and switch fuse units and replacement of it and fuse base units.
 - vii) Rewinding / Replacement of ATS of panels.
 - viii) Rewinding of motors including replacement of bearings etc.if necessary.
 - ix) Replacement of individual spares which are not shown in above list.
 - b) Pump Set**
 - a) Replacement of coupling bolt and nuts including rubber bushes.
 - b) Replacement of worn out impeller neck ring and turning of impeller.
 - c) Replacement of spindle and nut in the sluice valve.
 - d) Replacement of terminal plate in the motor.
 - e) Replacement of faulty/dead spares in the battery charger and battery control panel.
 - f) Replacement of gland packing, graphite packing from the pump sets.
 - c) Valves**
 - a) Replacement of gland packing, nuts & bolts including rubber bushes.
 - b) Replacement of worn out rubber packing and nut bolts.
 - c) Replacement of spindle and nut in the sluice valve.

Signature of Contractor

**Executive Engineer
P.H. M. W. Division**

Village level Pumping Machinery

Item No.	Item Description	Qty	Unit
1	Horizontal Split case type pumps for Dabhava Sump toSagtalaHW Pump discharge Capacity : 165.0 m ³ /hr. against the head of 70.0 mtr with, 55 KW motor 2 Sets (1W + 1S). Make: MBH, Sr.NO.18120020 & 181120021	2.00	Set
2	submerged arc welded M.S pipe: 219.1 mm (OD) 4.5mm thick O/S Bituminous Painted M.S.Pipe : (For Suction line and common header)	24.00	M
3	168.3 mm (OD) 4.5mm thick O/S Bituminous Painted M.S.Pipe: (For Discharge Line)	12.00	M
3	G. I. pipes 80 mm Dia GI Heavy Duty Pipe (For By-Pass line)	12.00	M
4	M.S. specials for Delivery, By Pass & Header Piping with Flanges, eccentric Nozzles, Nut-Bolts, Y -tee connection etc. Complete. Up to 300mm dia	300.00	Kg.
5	Butterfly Valves 200 mm dia; PN 1.6 (For Common Header)	1.00	No.
6	Sluice Valves 200 mm dia Sluice valve (with hand wheel/ cap operator) PD Type Short Body PN 1.6 (For Suction Line)	2.00	No.
6.1	Sluice Valves - 150 mm dia Sluice valve (with hand wheel/ cap operator) PD Type Short Body PN 1.6 (For Discharge Line)	2.00	No.
6.2	Sluice Valves - 80 mm dia Sluice valve (with hand wheel/ cap operator) PD Type Short Body PN 1.6 (For Bypass Line)	1.00	No.
7	Dual Plate Check Valve 150 mm dia Dual Plate Check Valve PN 1.6 (For Discharge Line)	2.00	No.
7.1	Dual Plate Check Valve - 200 mm dia Dual Plate Check Valve PN 1.6 (For Common Header)	1.00	No.
8	SS Expansion Bellows 150 mm dia Expansion Bellow PN 1.6 (For Discharge Line)	2.00	No.
8.1	SS Expansion Bellows - As Above for 200 mm dia SS Expansion Bellow PN 1.6 (For Suction line and common header)	3.00	No.
9	C. I. Temper proof Air valves complete 50 mm dia PN 1.6 (At common header)	1.00	No.
10	bourdon type glycerine filled 150 mm Ø Pressure Guage complete with syphon tube with isolating cock having range of 0 to 20 kg/cm ² as per IS:8793. (For Discharge + Common Header)	3.00	No.
11	200 mm Full Bore Electro-magnetic Flow meter (for Common Header) following specifications: a) Flow Sensor: neoprene/Polyurethanellning. DC pulsed, ss 316 electrodes, CS / SS 316 flanges, Fully welded / SS 304 sensor construction & housing b) Flow transmitter / converter: Microprocessor based/Modular design/HART type 2 line back lit LCD for indication of actual flow rate, forward, reverse, sum totallser display, One current(4-20mA)/one scalable pulse / one statkus output, IP 67, Die cast alluminium with PU finish with glass window enclousre, 10 metres length sensor cable	1.00	No.
12	Single girder type fully electrically operated EOT crane with electricallly operated hoist lift complete with long travel rail track (40 mm sq.bar) motor rating IP 54, co2.0 T capacity	1.00	No.
13	Drain Pump set- flow rate 10m ³ /hr& 10 meters head with suitable motor working on three phase 50 Hz , 415 v + 10 %, with DOL starter, cable, GI medium duty delivery pipes, specials, suction strainer etc. complete set.M.O.C. - Impeller - Bronze, casting-C.I., Shaft- carbon steel.	1.00	No.
14	TOOLS:-Designing, engineering, supplying, construction, Installation,Testing& commissioning of Measuring instruments & Tools as per detailed specifications.	1.00	No.

Electrical items

1	11 kV double pole 9 mtr. high structure made of 6" X 3" "I" section girder, 4" X 2" channels, clamps, nuts, bolts, stay wires etc. . wire no. 6 swg bolted with lug to the paltened covered in 12 mm diaG.I. pipe 2.5 mtr 300 x 300 x 3.15 mm CI earth plae.	1.00	Set
1.1	Wire fencing (For DP Structure & Transformer Yard): Providing and fixing 2.0 mtr. high Wire Fencing with 2.8 Mtr.	1.00	Lot
1.2	M.S. Gate (For DP Structure & Transformer Yard): M.S. Gate 1 Mtr. x 2 Mtr. in structural steel.	180.00	Kg

2	11 KV HV Cable/ ACSR Conductor XLPE insulated 11 kV(E) grade, galvanised steel flat strip armoured, stranded compact circular Aluminiumconductor . 3C x 240 sq.mm A2XFY (From GEB 11 kV D.P/ F.P. Structure to Transformers)	200.00	RM
2.1	11 kV(E) outdoor cable termination kit with Aluminium/ Copper lugs & ferrules conforming to relevant IS/IEC standard including required materials suitable for 3C x 240 sq.mm A2XFY	2.00	Nos.
2.2	11 kV(E) indoor cable termination kit with Aluminium/ Copper lugs & ferrules conforming to relevant IS/IEC standard including required materials suitable for 3C x 240 sq.mm A2XFY	2.00	Nos.
3	315 kVA Distribution Transformer	2.00	Nos.
4	415V LV PMCC Panel: (1) 2 Nos. 55 KW ATS (2) 2 Nos.30 KW ATS (3) 2 Nos. 18.5 KW ATS .	1.00	Nos.
4.1	Three phase 8 way single door for three phase outgoing horizontal bus	1.00	Nos.
5	Lighting Distribution Board: ELCB having sensitivity of 30mA suitable for operation on 415V, 3 Phase, 4 wire AC Supply with all internal connections. (b) 3 Nos. Outgoing each with 63A TPN MCB for outdoor lighting (C Curve) having 10kA breaking capacity & confirming to IS 8828. (c) 3 Nos. Outgoing each with 5A-32A SP MCB for single phase lighting & aux loads having breaking capacity 10 KA	1.00	Nos.
6	Power/ Welding Receptacle: industrial type 63 A TPN (3P+N+E) Wall mounted with isolating switch conforming to IP-67.	2.00	Nos.
7	415V LV APFC Panel:improve P.F. 0.85 to 0.99 . 35 KVAR APFCR panel , Digital Amp.meter of 96x96 size with selector switch of suitable rating (c) Three nos. of 15VA CLI Current transformers of suitable rating.	2.00	Nos.
8	LV Power Cable: 1100V grade, Galvanised steel/ Aluminum wire/ strip armoured, solid/ stranded Aluminum conductor,3.5 C x 185 Sq. mm A2XFY (From Transformer Secondary to LV PMCC Panel)	200.00	RM
8.1	3.5 C x 70 Sq. mm A2XFY (From LV PMCC Panel to HSCF Pump at Dabhava CWS for Sagtala ESR)	100.00	RM
8.2	3.5 C x 50 Sq. mm A2XFY (From LV PMCC Panel to Dabhava CWS to Dabhava Existing ESR, APFC Panel, WTP MCC, PDB)	400.00	RM
8.3	3.5 C x 25 Sq. mm A2XFY (From LV PMCC Panel to HSCF Pump at Dabhava CWS for Mangoi Zone-C Sump & Nani Mangoi Sump)	100.00	RM
8.3	3.5 C x 25 Sq. mm A2XFY (From LV PMCC Panel to HSCF Pump at Dabhava CWS for Mangoi Zone-C Sump & Nani Mangoi Sump) (Excess upto 30%)	100	RM
8.3	3.5 C x 25 Sq. mm A2XFY (From LV PMCC Panel to HSCF Pump at Dabhava CWS for Mangoi Zone-C Sump & Nani Mangoi Sump) (Excess above 30%)	100	RM
8.4	4C x 16 Sq. mm A2XFY (From PDB to LDB, Welding receptacles, Aux. load & LDB to indoor & outdoor lighting, UPS etc.)	400.00	RM
8.5	4C x 2.5 Sq. mm 2YWWY (For small misc. loads)	200.00	RM
8.6	5C x 2.5 Sq. mm 2YWWY (For Local push button stations)	300.00	RM
9	Cable Gland/ Terminations size of cables. 3.5 C x 185 Sq. mm A2XFY	8.00	Nos.
9.1	3.5 C x 70 Sq. mm A2XFY	4.00	Nos.
9.2	3.5 C x 50 Sq. mm A2XFY	12.00	Nos.
9.3	3.5 C x 25 Sq. mm A2XFY	4.00	Nos.
9.4	4C x 16 Sq. mm A2XFY	14.00	Nos.
9.5	4C x 2.5 Sq. mm 2YWWY	8.00	Nos.
9.6	5C x 2.5 Sq. mm 2YWWY	12.00	Nos.
10	Earthing & Lightning Protection System: For Electrical installation covering 11kV DP structure, Transformers body, 11kV Switchgear, Motors/ Starters, LV PMCC Panel, PDB/ LDB i.e. independent earthing in normal soil with Length of Pipe 3.00 mtr. & Back filling compound 2 No. Bag of 25Kg.	14.00	Nos.
10.1	funnel type Earthingcomp.With 60 x 60 x 0.315 cm Copper earth plate Complete (For Transformer neutrals/ Lightning Protection System)	6.00	Nos.
10.2	GI strip for earthing of electrical equipment i.e. 11kV DP structure, Transformers body, 11kV Switchgear, Starter/ Motors, LV PMCC Panel, PDB/ LDB, Cable trays etc.	1400.00	Kg
10.3	copper strip for earthing of electrical equipment i.e. Transformer Neutral, Lightning Protection System.	600.00	Kg

10.4	Hot dip Galvanising strip/ iron wire 8 to 16 SWG for Aux. DB, Outdoor Lighting Poles & LPBS etc.	300.00	Kg
11	Indoor & Outdoor Lighting & Ventilation System	1.00	Lot
12	Cable Trays & Accessories: of 450mm wide (channel size 75x15x2 mm & runner size 35x15x2 mm)	500.00	RM
12.1	G.I perforated type cable tray with G.I coupler plate & nut bolt, tray cover etc. of 300mm wide x 35mm x 2 mm thick	250.00	RM
12.2	G.I perforated type cable tray with G.I coupler plate & nut bolt, tray cover etc. of 150mm wide x 35mm x 2 mm thick	250.00	RM
13	Fire & Safety Equipments 1)6.00 mm thick Rubber Mat for HV & LV r (b) Providing printed First Aid Box with all the standard contents- 1 No. (d) Fire Bucket with 9 Litre Capacity- 4 Nos. (e) Fire Bucket Stand- 1 No. (f) Fire Extinguisher (CO2 Type)- 2 Nos. (g) 11kV Rubber Hand Gloves- 1 Pair	1.00	Lot
14	Ultrasonic Level Transmitter: Ultrasonic type sump / tank level measuring device sensor: , Range: 0 to 10 meter, power supply shall be 230 vac or 24 VDC, 50 Hz \pm 10 %, 4-20 mA Location: Sump at HW (1 No), ESR at HW (1 No)	2.00	Nos.
15	Displacer/ Float Type Level Switch: Top mounted level switches with Level controller suitable for tanks Location: Sump at HW (1 No), ESR at HW (1 No)	2.00	Nos.
16	Pressure Transmitters: Micro-processor based indicating type (LCD display), rack mounted with accuracy of \pm 0.075% of span, external zero and span adjustment, self diagnostics, temperature sensor for compensation. Location: at each pump discharge and common header	9.00	Nos.
17	Surge Protection Device: (for Flow, Pressue, Level Transmitter & 1 No Spare)	32.00	Nos.
18	Programmable Logic Controller (PLC) with HMI: S Digital Input (16 Channel) module- 9 Nos, Digital Output (16 Channel) Module- 4 Nos, Analog Input (8 Channel)- 3 Nos, Analog Output (8 Channel) module- 1 nos a) One no. HMI- 10.5" Minimum for Process display, Annunciations & Alarm etc., b) Licensed version software for PLC & HMI, c) A3, A4 colour laser network printer, d) Furnitures including Operatore console-1 No, revolving chairs-2 nos etc., e) 1 set of UPS-3 KVA with one hour backup (SMF Ni-Cd batteries), 230 V AC O/P	1.00	Set
19	Air Conditioner: 2 tonne capacity with 5 star rating, complete with all fittings and accessories for PLC room.	1.00	Nos.
20	Instrumentation Power/ Control/ Signal/ Networking & Communication Cables: overall completeness of Instrumentation, Control & Automation system.	1.00	Lot
21	Junction Boxes, cable trays, impulse tubes and all other erection hardwares	1.00	Lot

The contractor shall be responsible to employ the minimum staff as under with qualification and experience stated below. Contractor may employ additional staff over and above minimum prescribed as per situational requirement in order to run the system efficiently.

Note:-

The above technician shall be deployed as per mutual agreement between contractor & GWSSB. The contractor shall make the arrangement of reliever for weekly off/all holydays etc. separately. The person should be present at all times as per tender requirements.

The contractor shall have to give the name of employee with qualification to GWSSB Officers at the time of taking over the contract. The original certificate shall be produced to GWSSB officer for verification. And at any time replacement of any engaged employee will be done only on receipt of prior approval from competent authority.

The total staff as above is required for normal maintenance & repairs. The contractor has to call respective engineer or skilled / semi-skilled manpower with required vehicles for transporting materials, tools, tackles etc. for rectification of fault at any time of the day during the contract period. For manpower deployment for each package at tender stage the contractor can give the same name in each bid. However at later stage, during the restructuring of the personnel, personnel with higher education and experience will be allowed.

However Executive Engineer is empowered to give relaxation in qualification and experience for suitable cases as per actual site requirement.

Signature of Contractor

Executive Engineer

ANNEXURE – II
SCHEDULE OF ROUTINE CHECKING OF PUMPS AND VALVES

A) Daily in each shift

- 1) Leakages through gland packing and tightening, loosening to ensure that extent of leakages is in drip form.
- 2) Bearing temperature: If high check & ascertain cause and take remedial action.
- 3) Noise & Vibration: If undue check & ascertain cause and take remedial action.
- 4) Pressure: If high or low, check & ascertain cause.
- 5) Check oil level for bearing lubricant and topping up if necessary. Clean and remove dust from pumps, piping and valves etc.

B) Weekly

Greasing to the stuffing boxes.
Greasing to valve actuator gear

C) Monthly

Check tightness of all nut bolts.
Check coupling bushes for wear.
Checking and replacing gland packing if necessary (Pump & valve)
Check oil in air compressor.
Check valve actuator bushes.

D) Quarterly

Inspection of gland packing and replacing if necessary
Cleaning and oiling of gland bolts.
Checking and lubrication of all bearings

E) Half Yearly:

Removing gland packing and checking wear on line shaft at gland portion.
Replacing gland packing
Cleaning and examination of all bearings for flaws and checking for any play
Replace oil/grease of bearing
Replacing gland packing of sluice valves

Signature of Contractor

Executive Engineer

ANNEXURE - III

LIST OF THE TOOLS AND TACKLES TO BE PROVIDED AT H.W. SITE FOR OPERATION, MAINTENANCE& REPAIRS.

Sr. No.	Item	Qty
1	Fix spanner set size 6 mm to 22 mm	1 set
2	Fix Spanner set size 7 mm to 52 mm	1Set
3	Ring spanner set size 6 mm to 22 mm	1Set
4	Ring Spanner set size 7 mm to 52 mm	1Set
5	Box spanner set size 6 mm to 38 mm	1 set
6	Pipe wrench size 24" & 36"	1 No. Each
7	Multi Metre Digital	1 No.
8	Screw driver size 6", 9" and 12"	2 No. Each
9	Insulated plierssize 8" & 12"	1 No. Each
10	Crimping Tool Set	1 Set.
11	Adjustable screw spanner size 12"	2 Nos.
12	Hammer 1 Lb x 2 Lb	2 No.
13	Testers	1 Nos.
14	Chisels 12" x 6" (1 Nos. of each size)	2 Nos.
15	Hack saw frame	5Packets.
15.1	Hack saw blade	10Pairs
16	Bearing and Coupler puller	10 Each.
17	Hand gloves suitable for 11 KV	3 pairs
18	Shovel, Pick Axe, Axe, Tub & Bin.	1No. Each
19	Portable Air Blower for Cleaning & De-rusting of Panel	1Nos.
20	Heavy Duty Grease gun	1No.
21	Scissors (For vegetation removal)	1No.
22	Plastic Bucket 10 Litres	5No.
23	Rope 1/2"	25 meter
24	Torch/Battery	5 Nos.
25	Dial Gauge with Magnetic stand for alignment Checking	1 Set
26	Precision Spirit level	1 No.
27	Filler gauge for checking of gap Base frame mounting Packing	1 Set.
28	Elect. Operated Chain Pulley Block of Min. 5 Ton	1 No.
29	Spade (Phawada)	5 No.
30	Ghamela	5 No.
31	Pickaxe (Tikam)	5 No.
32	Lawn mower (For gardening)	1 No.
33	File (12" & 18")	15 No.
34	Safety PPEs (personal protective equipment)	3 Set
35	Dewatering pump and hose	2 Set

NOTE:: Above list are for guidance of requirements in general, any tools or tackles required for operation, maintenance & repairs at head works should be brought to site or are to kept at site as per actual requirement&as instructed by engineer in charge.

Signature of Contractor

**Executive Engineer
P.H. M. W.Division
Dahod**