

**GUJARAT WATERSUPPLY & SEWERAGE BOARD**

**GANDHINAGAR**

(A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING)



**Name of Work:**Comprehensive Operation-Maintenance and Security of V.T / SCF / HSCF / Multi Stage/ HMSM Pump Set with Co-Ordinated Accessories, Electrical Equipments etc. Complete at Venu Intake HW, Venu Filter Plant HW, Talaghana SHW, Dhank SHW for 06 Months Under M & R To Venu R.W.S.S. Ta. Upleta District -Rajkot.

**Estimated Cost :Rs. 11,99,412.00**

**VOLUME – I**

**TECHNICAL BID**

Chief Engineer

Gujarat Water Supply & Sewerage Board

Zone – 3

## VOLUME I

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## **Section I: Instructions to Bidders**

## 1. NOTICE INVITING TENDER



### GUJARAT WATER SUPPLY & SEWERAGE BOARD

GANDHINAGAR

(Govt. of Gujarat Undertaking)

TENDER NOTICE NO. 11 OF 2026-27

TENDER NOTICE OF Rs. 11,99,412.00

Executive Engineer, Public Health Works Division, Rajkot, (Land line No. 0281 2562079, Fax No. 0281 256 1420) invites tender for below mentioned work by E-Tendering System.

1.	Name of work	:	Comprehensive Operation-Maintenance and Security of V.T / SCF / HSCF / Multi Stage/ HMSM Pump Set with Co-Ordinated Accessories, Electrical Equipments etc. Complete at Venu Intake HW, Venu Filter Plant HW, Talaghana SHW, DhankSHW for 06 Months Under M & R To Venu R.W.S.S. Ta. Upleta District - Rajkot. <b>(PI see detailed scope of work)</b>
2.	Estimated Cost	:	<b>Rs. 11,99,412.00</b>
3.	Eligibility of contractor	:	Any bidder with “E2” class of registration or higher in R&B/WRD of Govt. of Gujarat. However, the bidder will have to Post Qualify as per Financial & Technical Criteria given in the bid document.
4.	Last date of Online submission of tender	:	<u>29-06-2026</u> up to 18:00 Hrs

**Note:** GWSSB reserves the right to reject any or all tenders without assigning any reason. For detailed information regarding tender & conditions, one may contact office mentioned above during office hours and is binding to all.

**Executive Engineer  
Public Health Mechanical Division, Rajkot**

## 2. BID DATA SHEET

1	Department Name	Gujarat Water Supply & Sewage Board
2	Circle/Division	....., GWSSB
3	Tender Notice No	11/2026
4	Name of Project& Scheme Type:	Venu Gr. RWSS Period:- 06 Months. District:- Rajkot
5	Name of Work:	Comprehensive Operation-Maintenance and Security of V.T / SCF / HSCF / Multi Stage/ HMSM Pump Set with Co-Ordinated Accessories, Electrical Equipments etc. Complete at Venu Intake HW, Venu Filter Plant HW, Talaghana SHW, DhankSHW for 06 Months Under M & R To Venu R.W.S.S. Ta. Upleta District -Rajkot.
6	Estimated Contract Value (INR)	Rs.11,99,412.00 (6 months O & M Cost)
7	Period of O & Mofscheme(in Months)	06 Months
8	Bidding Type	Two Bid System
9	Bid Call (Nos)	1
10	Tender Currency Type	Single
11	Tender Currency Settings	Indian Rupee (INR)
12	Rebate	Applicable
13	Amount Details	
14	Bid Document Fee / Bid Processing Fees / Tender Fee :	Rs.900/-
15	Bid Document Fee Payable To :	<b>Executive Engineer, Public Health Works Division, Jetpur</b>
16	Bid Security/EMD/Proposal Security (INR):	<b>Rs. 12000/-</b>
17	Bid Security / EMD In Favour of:	<b>Executive Engineer, Public Health Works Division, Jetpur</b>
18	<b>Tender Dates</b>	Note: All Dates are in //2026, hr: min as per Indian Standard Time (IST)
19	Bid Document Downloading Start Date	18/06/2026 20:00:00 hrs
20	Bid Document Downloading End Date	29-06-2026 18:00:00 hrs
21	Last Date & Time for Online submission of Bids	29-06-2026 18:00:00 hrs
	Pre-Bid Meeting Date and Time Address:	no
22	Physical Submission of documents last Date & Time	30-06-2026 15:00 hrs
23	Bid Opening Date	30-06-2026 15:30 hrs (If possible)
24	Bid Validity Period	180 Days from the last date of submission of bid.

25	Physical submission of Tender Fee, Earnest Money Deposit and PQ supporting document.	<p>Instrument of tender fee &amp; EMD shall be submitted in electronic format only through online (By scanning while uploading the bid). This submission shall mean that Tender Fee and EMD are received for purpose of opening the bid. Accordingly offer of only those shall be opened whose tender fee and EMD is received electronically. However, for the purpose of realization of instrument of tender fee &amp; EMD, bidder shall send the same in original through <b>SPEED POST/HAND DELIVERY/Courier</b> so as to reach to “.....” next day of last date of bidding by 15:00. For not submitting DD/FDR/BG in original, bidder shall be banned to participate in any tender of the Board for period of 3 years as a penal action.</p> <p>Any document in supporting to tender bid shall be submitted in electronic format only through online (by scanning etc.) and submission only in hard copy will not be accepted separately.</p>
26	Payments details	<p>1. Document submission of Tender fee, Earnest money deposit, PAN Card shall be uploaded online only.</p> <p>2. Tender Fee (Document fee) amounting to Rs.900/- in favour of “<b>Executive Engineer, Public Health Works Division, Jetpur</b>” in form of Demand Draft shall be issued by any nationalized bank or as per list mentioned in GR of. Finance Department, <i>(LATEST G.R OF GOVT. OF GUJ. OF FINANCE DEPARTMENT SHALL BE APPLICABLE)</i></p> <p><b>Earnest Money Deposit</b>  <b>Rs.12000/-</b> in form of FDR or Bank Guarantee in favour of “<b>Executive Engineer, Public Health Works Division, Jetpur</b>” valid up to 28 days from the date of closure of the bid validity period of 180 days i.e.<b>(Total of 180+28=208 days)</b>, shall be issued by any nationalized bank or as per list mentioned in GR of. GR of. Finance Department, <i>(LATEST G.R OF GOVT. OF GUJ. OF FINANCE DEPARTMENT SHALL BE APPLICABLE)</i></p> <p><b><u>Guidelines:</u></b>  <b><i>Reference of latest GR issued by Government of Gujarat needs to be incorporated as above.</i></b></p>
	OTHER DETAILS	
27	Officer Inviting Bids:	<b>Executive Engineer, Public Health Mechanical Division, Rajkot.</b>
28	Bid Opening Authority:	<b>Executive Engineer, Public Health Mechanical Division, Rajkot.</b>
29	Address:	<b>Ex. Eng. P. H. Mech. Division Rajkot. Jalbhavan, Saurashtra University Road, Rajkot</b>
30	Contact Details of Officer Inviting Bid:	<b>Executive Engineer, Public Health Mechanical Division, Rajkot. Mobile No. 9978407205</b>
31	Submission of tender	The following documents shall be uploaded while submitting the BID online:

		<ul style="list-style-type: none"> <li>• Scanned copy of Demand Draft as tender fee</li> <li>• Scanned copy of FDR / BG as EMD</li> <li>• Scanned copy of Valid Registration as 'E2' Class or above as Civilor Electrical Contractor in R &amp; B/ Water Resource Department, Government of Gujarat</li> <li>• Electrical contractor's license issued by Electric Licensing Board, Gandhinagar</li> <li>• Scanned copy of PAN card</li> <li>• Scanned copy of GST registration</li> <li>• Affidavit on Rs.300/- stamp as per requirement.</li> </ul> <p>In addition to the documents mentioned above, the documents required as per attached Forms &amp; Annexure are also to be uploaded. Bidder shall submit their offer i.e. Technical bid as well as price bid in Electronic format on stipulated website&amp; date as mentioned in the tender document. No offer in physical form will be accepted.</p>
<b>32</b>	<b>General Terms &amp; Conditions</b>	As Per Tender Document

### 3. INSTRUCTION TO BIDDERS

#### A. GENERAL

##### 3.1.1. General terms& instructions

No Bidder shall submit more than 1 (one) Bid for the Project.

- 1) The Bid Document Fee will not be refunded under any circumstances.
- 2) EMD in the form specified in tender document only shall be accepted.
- 3) The offer shall be valid for 180 days from the last date of submission of bid.
- 4) Tenders without Bid Document Fee, Earnest Money Deposit (EMD), Valid Registration Certificate and which do not fulfill all or any of the conditions or those submitted incomplete, in any respect shall not be considered for evaluation.
- 5) Not more than one tender shall be submitted by a Bidder.
- 6) Conditional tender shall not be accepted.
- 7) GWSSB reserves the right to accept the lowest responsive offer, based on evaluation of the scheme and reject any or all tenders without assigning any reason.
- 8) Tender notice shall form a part of contract document.
- 9) The bidders are advised to read carefully the "Instruction" and "Eligibility Criteria" contained in the tender documents.
- 10) The internet site address for E-Tender is <http://www.nprocure.com> and that of corporate website is [watersupply.gujarat.gov.in](http://watersupply.gujarat.gov.in)

#### Details to be furnished along with application:

Interested Bidders can view these tender documents online. The bidders who are interested in bidding in these tenders can download tender documents as mentioned above.

Tender Documents are available only in electronic form. Bidders shall upload the tender documents as per timeline specified as above, Tender fee and Bid Security (EMD) shall have to be furnished as specified in **Tender Notice**. The intending bidders have to submit the following documents also. The bidder should submit all the forms electronically only.

#### Stamp Duty Charges

Stamp Duty charges, wherever necessary shall be borne by the Contractor. The contract agreement will be executed on non-judicial stamp paper of the value of Rs. 300/- (Rupees Hundred Only).

##### 3.1.2. Corrupt or Fraudulent Practices

GWSSB requires that bidders/suppliers /contractors to follow the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy. Defines for the purposes of this provision, the terms set forth below as follows:

- i. "Corrupt Practices" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or

induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the Action of any such official in the procurement process or in contract execution; and

- ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the determination of the Borrower and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.
- iii. Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- iv. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing an contract.

#### **3.1.3. Work Schedule**

All Bidders are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements may be rejected as non-responsive.

Price bid of bidders qualified in primary bid shall be opened for evaluation of price and further decision of accepting the tender will be taken.

All bidders are requested to discuss and obtain clarifications or additional information as may be required by them.

#### **3.1.4. Eligible bidders**

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

- 1) they receive or have received any direct or indirect subsidy from any of them; or
- 2) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- 3) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Employer's Representative for the Contract

A Bidder shall not be under suspension from Bidding by the Employer as the result of the execution of a Bid-Securing Declaration.

Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

### 3.1.5. Contents of this document

The Bidding Document consists of two volumes, which include all the sections indicated below, and should be read in conjunction with any Addendum issued by GWSSB.

#### 1) Volume-1: Instructions to Bidder, Scope of Work and General Conditions

- (a) Section 1 Instructions to Bidders (ITB)
- (b) Section 2 Scope of Work
- (c) Section 3 Conditions of Contract

#### 2) Volume-2: Price Bid

### 3.1.6. Addenda & Corrigenda

Addenda and corrigenda will form, a part of the contract documents, and full consideration shall be given to all addenda and corrigenda in the part of tender documents.

Tenderers shall verify the number of addenda and corrigenda issued. if any and acknowledge the receipt of all addenda and corrigenda to the Engineer and failure to do so may cause the tender to be rejected.

All addenda, corrigenda issued by GWSSB and sent to the contractor shall be a part of the contract.

### 3.1.7. Download of Tender

The tender document for this work are available only in Electronic format, which bidders can download free of cost from the internet site [www.gwssb.nprocure.com](http://www.gwssb.nprocure.com)

## B. PREPARATION OF BIDS

### 3.1.8. General

Bidders shall be aware of the provision of conditions of particular application.

- 1) The intending Tenderer should visit the site, examine the site details, including geological and geo-hydrological conditions and verify the technical details given in the tender, collect additional or supplementary data as may be required and formulate their offer accordingly.
- 2) ~~Intending tenderers shall have the liberty to send technical query relating to the work and the Tender Document in hard copy to the office before Prebid meeting or 7 days of last date of bid submission in case if no prebid meeting is proposed.~~
- 3) All Tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements will be treated as non-responsive and rejected outright.
- 4) Conditional tenders shall be treated as non-responsive and rejected outright.
- 5) Contractors will have to quote for the entire work and all items mentioned in the schedules containing bill of quantities and scope of work. Alternative offer is not acceptable and such offers will be considered non-responsive and out rightly rejected.

- 6) Contractors should invariably give elaborate and correct information in Schedules enclosed with this Post qualification Bid. They should also give whatever additional information in support of their claim for qualifying them as technically competent and financially sound agency to carry out the work under this contract and for evaluation of Post- qualification Bid and selection of contractors for opening of the Price Bid.
- 7) After opening the Post-qualification and Technical Bids, the procedure of Post- qualification will be adopted and Price Bid of only such Post- qualified contractors will be opened.

#### 3.1.9. **Language of Bid**

Tender shall be submitted in the prescribed form in *English*. All literature and correspondence in connection with tender shall be. In *English*.

#### 3.1.10. **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 3.1.11. **Contact Authority**

The following officers may be contacted for any further information on the tender.

Sr. No.	Name of Officer	Designation & Address	Contact Nos.	
			Office	Mobile
1.				

#### 3.1.12. **Documents comprising the bid**

Tenderer must submit:

- 1) Tender shall be considered only if accompanied by full information as required under this tender.
- 2) The Tenderer must digitally sign the tender.
- 3) Any tender containing vague and indefinite expressions, which are against the terms and conditions laid down by GWSSB, will be considered as non-responsive.
- 4) Tenderers are requested to furnish all the technical data, description literature, leaflet and supplementary description and relevant specification, in English Wherever required the tenderers, to supplement may furnish additional information and data, amplify or clarify the information required in the specification online only.
- 5) The tenders shall indicate in a summary form:
  - a) Accessories/fitments which are standard with the equipment which though not specified in the tender are included in the scope of supply and are included in tender price.
  - b) Accessories/fitments which may occasionally or frequently be required but have been specifically excluded by the tenderers from the scope of supply and which are not included in tender price.

#### 3.1.13. **Letter of bid & schedules**

The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under ITB 2.1.9, shall be prepared using the relevant forms furnished in Sub section 5 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, and as required in the BDS.

**3.1.14. Alternative Bids**

Alternative Bids are not allowed.

**3.1.15. Currency**

The Rates and Prices shall be quoted in the Indian Rupees.

**3.1.16. Validity of Bids**

The bid proposal shall remain valid for 180 days from the last date of submission of Technical Bid. Tender valid for a shorter period may be rejected by the GWSSB as non-responsive.

The Bidder is expected to examine all instructions, forms, terms, and requirements in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid. Bidders should visit and inspect site and submit bids online accordingly. GWSSB shall presume that the Bidder who submits his bids online has properly understood the tender and is fully aware of the site conditions.

**3.1.17. Bid Security/ Earnest Money Deposit**

The Tenderer shall furnish, as part of its Tender, Earnest Money Deposit for the amount as indicated in the invitation for tender.

- 1) Any Tender without EMD will be rejected by the GWSSB as non- responsive.
- 2) Unsuccessful Tenderer's Earnest Money will be discharged / returned as Early as possible.
- 3) The successful Tenderer's Earnest Money will be discharged upon the Tenderer signing the Contract and furnishing the performance/security Deposit.
- 4) No interest will be paid on Earnest Money Deposit.

**3.1.18. Format and signing of tender**

Tenders signed by the Tenderer or a person or persons duly authorised to sign the Tender. The power of Attorney in favour of the person authorised to sign the Tender shall accompany the Tender.

**C. SUBMISSION & OPENING OF BIDS**

**3.1.19. Submission of tender**

- 1) The Bidder must submit online duly filled in the entire tender document i.e. technical bid and price-bid available on website the rate and the along with other details in Schedule B of tender document.
- 2) The bidder shall fill the required details/ data/ information in the prescribed form of tender document.

- 3) Tender in offline mode will not be accepted.
- 4) The tender i.e. Technical bid and Price bid, dully filled in shall be uploaded on [www.gwssb.nprocure.com](http://www.gwssb.nprocure.com) up to the date and time mentioned in the Tender Notice.
- 5) The employer at his discretion can extend the last date for submission of tender by amending the bidding document in which case all rights and obligations of the employer and bidder will thereafter be subject to the last date as extended. The bidder shall be responsible for extending the validity of tender, accordingly, failing which his bid shall be rejected as non-responsive.
- 6) Bidders will have to submit F.D.R. or Bank Guarantee for Earnest Money Deposit and Demand Draft of tender fee in a separate sealed envelope and other technical documents in another sealed envelope. The documents shall be submitted by RPAD/Speed Post/ Hand Delivery only to the designated officer, as mentioned in the Tender Notice. Each cover must clearly be marked with the contents i.e. **“TENDER FEE & EMD”** and **“TECHNICAL BID DOCUMENT”**

#### 3.1.20. **Method of tendering**

- 1) If the tender is uploaded by an individual, it shall be digitally signed by the individual.
- 2) If the tender is uploaded by a proprietary firm, it shall be digitally signed by the proprietor.
- 3) If the tender is uploaded by a limited company or a corporation, it shall be digitally signed by a duly authorized person holding the powers of attorney for signing the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. They should also furnish Articles of Memorandum of Association.
- 4) Each bidder shall submit only one bid for the particular work. A bidder who submits more than one bid in the particular work will be disqualified.
- 5) All witnesses and sureties shall be person of status and probity their full name, occupation and addresses when they fill the vendor registration form provided in the website. [www.gwssb.nprocure.com](http://www.gwssb.nprocure.com)
- 6) In case at time of tender uploading, if any of the above information has changed then the Bidder shall correct the same by making the modification in his personal profile.

#### 3.1.21. **Deadline for submission of bid**

Bids must be received by the Employer at the address specified above not later than mentioned in the BDS.

The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### 3.1.22. **Late Bid**

Any bid received by the Employer after the deadline for submission of bids will be rejected and returned unopened to the bidder.

#### 3.1.23. **Modification & withdrawal of bids**

The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids.

However, no modification or withdrawal shall be permitted and accepted after the deadline for submission of bids.

No bid may be modified by the bidder after the deadline for submission of bids.

Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity shall result in the forfeiture of the bid security.

#### **3.1.24. Opening of Technical proposal**

The Employer will open the technical proposals, including modifications made in the presence of bidders' representatives online website who choose to attend at

Venue: in Office of the Executive Engineer, Public Health Mechanical Division Rajkot.

The bidder's representatives who are present shall sign a register evidencing their attendance.

The price proposals will remain unopened until the time of bid opening of the price proposals. The time and date and location of the bid opening of the price proposals will be given through mail online by the Employer and will follow the receipt of approval by the GWSSB of the evaluation of the technical proposals.

The bidder's name, bid modifications and withdrawals, such other details, as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening. The bidders' representatives will be required to sign this record.

The Employer shall prepare minutes of the bid opening, including the information disclosed to those present.

#### **3.1.25. Confidentiality**

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Employer's processing of bids or award decisions by any way may result in the rejection of the bidder's bid.

### **D. EVALUATION& COMPARISON**

#### **3.1.26. Preliminary examination of technical proposal**

The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether-the required security is included, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by the Employer and not included for further consideration.

### **3.1.27. Examination of bids and determination of responsiveness**

- 1) Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) meets the eligibility criteria (b) has been properly signed (c) is accompanied by the required securities (d) is substantially responsive to the requirements of the bidding documents and (e) provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant.
- 2) A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works (b) Which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 3) If a bid is not substantially responsive, it will be rejected by the Employer, and cannot subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **3.1.28. Evaluation and comparison of technical proposal**

The Employer will carry out a detailed evaluation of the bids in order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents. In order to reach such a determination, the Employer will examine the information supplied by the Bidders and other requirements in the bidding documents, taking into account the following factors:

#### **Qualification:**

- 1) The determination will take into account the Bidder's financial, technical and production capabilities and past performance; it will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Employer deems necessary and appropriate; and
- 2) An affirmative determination will be a prerequisite for the Employer to continue with the evaluation of the technical proposal; a negative determination will result in rejection of the Bidder's bid.

#### **Technical:**

- 1) Overall completeness and compliance with the Employer's Requirements; the technical merits of plant and equipment offered and deviations from the Employer's Requirements; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; quality, function and operation of any process control concept included in the bid;
- 2) Achievement of specified performance criteria by the facilities;
- 3) Compliance with the time schedule called for in Technical proposal and any alternative time schedules offered by Bidders, as evidenced by a milestone schedule provided in the bid;
- 4) Any deviations to the commercial and contractual provisions stipulated in the bidding documents.

### **3.1.29. Clarification of technical proposals**

The Employer may conduct clarification meetings with any Bidder to discuss any matters, technical or otherwise, where the Employer requires amendments or changes to be made to the Technical Proposal.

Any effort by the bidder to influence the employer in the Employer's evaluation of technical proposals, bid comparison or the Employer's decisions on acceptance or rejection of bids may result in the rejection of the bidder's bid.

#### **3.1.30. Invitation to attend opening of price proposals**

At the end of the evaluation of the technical proposals the Employer will invite bidders who have submitted substantially responsive technical proposals and who have been determined as being qualified for award to attend the bid opening of the price proposals. Bidders shall be given reasonable notice of the price proposal bid opening.

The Employer will notify Bidders that have been rejected on the grounds of being substantially non-responsive to the requirements of the bidding documents in writing

#### **3.1.31. Opening of price proposals**

The Employer will open the price proposals of all bidders who submitted substantially responsive technical proposals at the time and date at the location advised to the bidders. The bidder's representatives who are present shall sign a register evidencing their attendance.

The bidder's names, the Bid Prices, the total amount of each bid, any discounts, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening. The bidder's representatives will be required to sign this record.

The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause.

#### **3.1.32. Clarification of price proposals and contacting the employer**

To assist in the examination, evaluation and comparison of price proposals, the Employer may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by cable.

No bidder shall contact the employer on any matter relating to its bid from the time of opening of price proposals to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

Any effort by the bidder to influence the Employer in the Employer's evaluation of price proposals, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

#### **3.1.33. Preliminary examination of price proposals and determination of responsiveness**

The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the required security is included, whether the bids are substantially responsive to the requirements of the bidding documents; and whether the bids provide any clarification and/or substantiation that the Employer may require.

A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents, without material deviation or reservation and includes the amendments and changes, if any, requested by the Employer during the evaluation of the bidder's technical proposal.

If a price proposal is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

#### **3.1.34. Correction of errors**

Price Proposals determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.

The amount stated in the Form of Bid for Price Proposal will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited.

#### **3.1.35. Evaluation and comparison of price proposal**

The Employer will evaluate and compare only the bids determined to be substantially responsive.

The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in the Schedule of Prices, the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent and in the Employer's Requirements.

- 1) The additional price, if any, reflected in the price proposal. If the price stated is not realistic the bid is liable to be rejected,
- 2) Compliance with the time schedule called for in the Appendix to Price Proposal and evidenced as needed in a milestone schedule provided in the bid;
- 3) The projected operating costs during the initial period of operation of the facilities,
- 4) The functional guarantees of the facilities offered against the specified performance criteria of the plant and equipment; and

- 5) The extra cost of work, services, facilities etc. required to be provided by the Employer or third parties.
- 6) The Employer reserves the right to accept or reject any variation or deviation. Variations, deviations, and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in bid evaluation.
- 7) The estimated effect of the price adjustment provisions of the Conditions of Particular Application, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 8) If the bid of the successful bidder is substantially below the Employer's estimate for the contract, the Employer may require the bidder to produce detailed price analyses to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the Employer may require that the amount of the performance security be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract
- 9) If any dispute Or Contradiction, interpretation in tender document the decision of Superintending Engineer, P.H. Circle, Rajkot will be final & shall be binding to the agency.

#### **3.1.36. Employer's right to accept any bid or to reject any or all bids**

The employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the employer's action.

### **E. AWARD**

The Employer will award the Contract to the bidder whose bid has been determined to be responsive to the bidding documents and who have offered the workable Evaluated Bid Price, provided that such bidder has been determined to be eligible & qualified.

#### **3.1.37. Notification of award**

Prior to expiration of the period of bid validity prescribed by the Employer, the employer will notify the successful bidder by fax, confirmed by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum, which the Employer will pay the Contractor in consideration of the supply, execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of contract called "the Contract Price"). The notification of award will constitute the formation of the Contract.

Upon the furnishing by the successful bidder of a performance security (and domestic preference security where required), the Employer will promptly return the other bidders that their bid security.

### 3.1.38. **Signing of contract**

At the same time that the employer notifies the successful bidder about the acceptance of bid, the Employer will send the bidder the Form of Contract Agreement provided in the bidding documents, incorporating all agreements between the parties.

Within 15 days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer.

### 3.1.39. **Performance Security**

Within 15 days of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance security in accordance with the General conditions of contract, Clause 1. The form of performance security provided in the bidding documents may be used or some other form acceptable to the Employer.

Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

Security Deposit shall be released in accordance with the general conditions of contract (clause-1).

Within 10 (Ten) days of receipt of Letter of Acceptance, the successful Bidder shall furnish to the Employer an irrevocable and unconditional guarantee from any nationalized bank or as per list mentioned in GR of. Finance Department, GR. No: FD/MSM/e-file/4/2024/2859/DMO, Date: 01.05-2025 (Enclosed) for an amount equal to 2.5% of its Contract Price.

Further amount equivalent to 2.5% shall be deducted from the running bill as retention money so that total performance security deposit turns out to be 5% of the contract value.

In case of bids mentioned below, the successful Bidder, along with the Performance Security shall also furnish to the Authority an irrevocable and unconditional guarantee from any nationalized bank or as per list mentioned in GR of. Finance Department, GR. No: FD/MSM/e-file/4/2024/2859/DMO, Date: 01.05.2025 (Enclosed) towards an Additional Performance Security (The "Additional Performance Security") for an amount calculated as under:

In case the contractor quotes less than the rates of .....% (**% of estimated cost for O&M**) of estimated cost for O&M work, the difference between O&M cost as per .....% (**% of estimated cost for O&M**) of the contract value and their quoted price shall have to be paid by the contractor in the form of security deposit to GWSSB at the time of agreement, in addition to the required security deposit as per O&M contract.

The performance security for the O&M works shall be valid 30 days beyond the date of completion of the O&M period.

Without limitation to the provisions of the preceding paragraph, whenever the Employer's representative determines an addition to the Contract price as a result of a change in cost and/or legislation or as a result of variation amounting to more than 25

percent of the portion of the Contract Price payable in a specific currency, the Contractor, at the Employer's representative's written request, shall promptly increase the value of the performance security in that currency by an equal percentage.

The successful bidder shall have to pay performance security deposit for O&M works in the form of an unequivocal bank guarantee equivalent to 10% of the O&M contract value issued by any nationalized bank or as per list mentioned in GR of. Finance Department, GR. No : FD/MSM/e-file/4/2024/2859/DMO,Date:01.05-2025(Enclosed)

**3.1.40. Declaration form: (form-h)**

In conjunction to Sub Clause 'C' under "29. Evaluation to Technical bids" the bidder should submit undertaking as per Form-H on non-judicial stamp paper of Rs. 300/- duly attested by notary public regarding document submitted, are true. GWSSB would have the right to forfeit the EMD and blacklist the bidder if any of the information given by the bidder is found faulty or incorrect or misleading.

**3.1.41. Other Requirements**

The applicant in the same name and style shall be a well-established Civil/Mechanical/Electrical (as per type of the tender) Engineering Contractor, shall have Registration in the required class for the work and should be in category as per operations and maintenance performance evaluation system.

**CONTRACT NO.**

**GUJARAT WATERSUPPLY & SEWERAGE BOARD  
GANDHINAGAR**

**(A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING)**

**VOLUME – I**

**QUALIFICATION CRITERIA & EVALUATION PROCEDURE**

## 4. QUALIFICATION CRITERIA & EVALUATION PROCEDURE

### 4.1. General

All information requested for in the downloaded forms should be furnished against the respective columns in the forms in electronic formats. If information is nil it should also be mentioned as nil or no such case. If any particular query is not applicable in case of the applicant, it should be stated as not applicable. However, the tender/ Bidders are cautioned that not giving complete information called for in the tender Documents in the form required or not giving it in clear terms or making any change in the prescribed forms may result in the Bidder being summarily disqualified.

- 1) The tender's/ Bidder's name shall appear on each page of the prescribed Proforma.
- 2) Reference, Information and certificates from the respective clients certifying suitability, technical know-how or capability of the Bidder shall be signed by that client, in full with his name underneath in block letter and designation in that organization.
- 3) No further information will be entertained after submission of Tender Document unless it is called for by the GWSSB.
- 4) Any effort by a Bidder/Bidder to influence the GWSSB in the process of examination, Clarification, evaluation of Tender and in decision concerning qualification, may result in disqualifying the Bidder.
- 5) The successful per-qualification made in the case of any Bidder for any other work of GWSSB will not be considered valid for the present work.

### 4.2. Minimum qualifying criteria

To qualify, each bidder in the same name and style should have achieved the following performances:

#### 4.2.1. General eligibility criteria

- 1) The bidder should be a company registered under Companies Registration act 1956/2013 or Limited Liability Partnership Act, 2008, or a Proprietorship registered in India as on bid submission date.
- 2) The bidder must have a valid registration as "E2" Class or above as Electrical Contractor in R & B / Water Resources Department, Government of Gujarat
- 3) Electrical contractor's license issued by Electric Licensing Board, Gandhinagar
- 4) Bidder should not be under the effect of blacklisting/debarment by any Ministry of Government of India or by any State Government of any other State in India or by Government of Gujarat or any of the Government PSUs at the time of bidding.

#### 4.2.2. ~~Financial Capacity & Experience~~

~~The bidder must satisfy any one of the following two scenarios to be eligible to bid for the services in the tender.~~

## 5. BID FORMS

### TO BE FILLED UP BY THE BIDDER

The qualification questionnaire contains the following forms:

FORM NO.	DESCRIPTION OF PROFORMA
Form – 1	Letter for submission of tender
Form – 2	Form-H (Declaration)
Form – 3	Bank Guarantee (EMD)
Form – 4	Performance bond/ Performance guarantee Proforma for bid security
Form – 5	Details of organization structure of the bidder
Form – 6	Litigation History / Debarment / Blacklisting
<del>Form – 7</del>	<del>Financial data</del>
<del>Form – 8</del>	<del>Details of experience of completed work (similar nature)</del>
Form – 9	Details of works on hand with Bidder
Form - 10	Information for tenders submitted but not awarded

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#### Note:

1. If necessary, additional sheets may be added to the forms. Each page of each form should be clearly marked in the right top corner as follows: Form-1, page 1; Form 2, page 2, etc.
2. Some of the forms will require attachments. Such attachments should be clearly marked as follows: Attachment 1 to Form 1, Attachment 2 to Form 2, etc.
3. All submittals shall be numbered chronologically, and reference of page nos shall be mentioned. The same is to be uploaded online and submitted in physical form as well

**FORM -1**  
**LETTER FOR SUBMISSION OF TENDER**

**To**

(Board's concern officer's designation)

(Office address of Board's concern officer)

**Sub:** SUBMISSION OF TENDER APPLICATION FOR (NAME OF WORK)

Sir,

- 1) Having examined the details given in the invitation to Bidder for qualification and brief note, the condition of contract and Specification..... for the execution of Operation & Maintenance work, we the undersigned, offer to execute and complete such works and remedy any defects therein in conformity with the conditions of contract, Specifications, and quoted amount in accordance with the said conditions.
- 2) We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
- 3) We have furnished all information and details necessary for qualification and have no further pertinent information to supply.
- 4) We hereby apply for qualification for (Name of work).
- 5) We undertake, if our Tender is accepted, to commence the Operation & Maintenance work immediately after the receipt of the Engineer's notice to commence.
- 6) We agree to abide by this Tender for the period of 180 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 7) We enclose here with fixed Deposit receipt / Deposit at call receipt / cross demand draft / Bank Guarantee amounting to Rs. .... Towards Earnest Money Deposit which is to be absolutely forfeited by Board should we not Deposit the amount of Security Deposit specified in the Clause 1, General Conditions of Contract, Volume-B
- 8) We enclose..... DD in favor of Field officer's designation & office name (as applicable) amounting to Rs. .... towards tender fees.
- 9) Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
- 10) We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following works

Sr. No.

Works

Client / owner

- 11) We hereby confirm that there are no deviations to the terms & conditions of the contract and we are liable for execution of this contract in accordance with the stipulated conditions of the contract.
- 12) We understand that you are not bound to accept the lowest or any tender you may Receive. Dated this \_\_\_\_\_ day of \_\_\_\_\_(Year) Signature

\_\_\_\_\_ in the capacity of \_\_\_\_\_ Duly authorized to  
sign tender for and on behalf of \_\_\_\_\_

- 13) Irrespective of whatsoever has been stated to the contrary anywhere else in our offer no technical deviations have been taken and the entire work shall be performed as per your specifications and Tender documents.

Signature of Applicant.

**(NAME IN BLOCK CAPITALS)**

Address \_\_\_\_\_

Seal of Applicant

Date of submission

Witness \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

Enclosures :

**FORM -2**  
**PROFORMA FOR LETTER OF UNDERTAKING (FORM-H)**

**(TO BE EXECUTED ON NON-JUDICIAL E-STAMP PAPER OF Rs. 300/- AND SUBMITTED  
BY THE TENDERER ALONG WITH HIS TENDER IN A SEPARATE COVER)**

To,

Executive Engineer (Mech.)  
Gujarat Water Supply and Sewerage Board,  
JalBhawan,  
Rajkot, Gujarat

Dear Sir,

- i. I/We hereby declare that I/We have visited the site and fully acquainted myself / ourselves with local situations pertaining to the work before submitting this tender.
- ii. I/We hereby declare that I/We have read the Tender Documents published on website [www.gwssb.nprocure.com](http://www.gwssb.nprocure.com) and accordingly submitted online price Bid for the work of -----  
-----
- iii. I/We hereby declare that I/We have carefully studied the conditions of contract and specifications and other documents of this work and agree to execute the same accordingly.
- iv. I/We hereby declare that my/our near relatives are not working in this division or in its sub-divisions as an Engineer of any category, Divisional Accountant, Storekeeper, and in the Circle Office as a Superintending Engineer as on today.
- v. I/we hereby declare that I/we are not declared ineligibility for corrupt or fraudulent practices issued by the central/state govt. or not in the list of blacklisted contractors announced by GWSSB/ GWIL / Govt of Gujarat or its Public Sector Undertakings, Government of India, Other states Government or Public Sector Units.
- vi. I/ We hereby submit our tender and undertake to keep our tender valid for a period of 180 days from the date of opening of tenders i.e. up-to ----- . I/We shall not vary/ alter or revoke my/ our tender during the validity period of tender. This undertaking is in consideration of **Gujarat Water Supply and Sewerage Board, Gandhinagar** agreeing to open my/ our tender, consider and evaluate the same for the purpose of award in terms of provisions of tender documents. Should this tender be accepted, I/ We also agree to abide by fulfill and comply with all the terms and conditions and provisions of the above mentioned tender documents.
- vii. I/We also declare that the bid duly filled in online and digitally signed and the required Earnest Money Deposit, Tender Fee and other required documents (scanned copy submitted online) will be handed over in physical form to the .....by **RPAD/Speed Post/ Hand Delivery only**.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken I/weshall be debarred from bidding in GWSSB/GWIL tender for three years and my/our

security deposit may be forfeited by GWSSB in full & the tender, if any, to the extent accepted, may be cancelled.

**Signature along with seal of the Company**

-----  
(Duly authorised to sign the tender on  
behalf of the Bidder)

Name:

Designation:

Name of Company (BLOCK LETTERS)

**WITNESS :**

Signature :

Date :

Date :

Postal Address :

Name & Address :

Telephone/Fax No.

**FORM -3**  
**FORM OF BANK GUARANTEE**

**(Earnest Money Deposit)**

Whereas M/s ..... (herein after called the Bidder) is desirous and prepared to tender for work in accordance with Terms & Conditions of Tender Notice of (financial year) dated ..... and whereas We, ..... Bank of ..... [Name of Country] having our registered office at ..... (hereinafter called "the Bank"); agree to give the Tenderer a guarantee for the Earnest Money Deposit.

- 1) Therefore, we hereby affirm that we are Guarantors on behalf of the Bidder upto a total of Rupees .....( i.e. Rs.....) and we undertake to pay the Executive Engineer, ..... upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or shortcomings or debit of the contractor any sum within the limit of Rupees.....
- 2) We further agree that the guarantee here in contained shall remain in full force and effective during the period that would be taken for the acceptance of the tender. However, unless a demand or claim under this guarantee is made only in writing on or before the ..... We shall be discharged from all liabilities under the guarantee thereafter.
- 3) We undertake not to revoke the guarantee during its currency except with the previous consent of the Executive Engineer, ..... in writing.
- 4) We lastly undertake not to remove the guarantee for any change in constitution of the Tenderer or the Bank.

Signature and Seal of the  
Guarantor Bank:

Address:

Date:

**FORM -4**  
**PERFORMANCE BANK GUARANTEE**

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

Principal (Contractor) \_\_\_\_\_

Surety (Scheduled or Nationalized Bank) \_\_\_\_\_

Sum of bond (express in words and figures) \_\_\_\_\_

Contract No. and date of contract \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS THAT WE, THE PRINCIPALS AND SURETY** above named are held and firmly bound unto the \_\_\_\_\_ hereinafter called the Employer in the amount stated for payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents subject to the provisions of which the aforesaid Contractor on demand and without demand on a claim being made by the Employer.

**THE CONDITION OF THIS OBLIGATION IS SUCH that** whereas the principals have entered in to a contract with the Employer numbered and 'dates as shown above and hereto attached for the execution of work \_\_\_\_\_  
\_\_\_\_\_.

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

We \_\_\_\_\_ further agree that the guarantee herein Contained shall remain in full force and effect during the period that would be taken for the validity of the said Contract, and that it shall continue to be enforceable till all the dues of the employer under or by virtue of the Contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

**IN WITNESS WHERE OF**, the above bounded parties have executed this instrument under their several seals on the date indicated above the name and corporate seal, of each corporate party being hereto affixed and these presents duly signed by is undersigned representatives, pursuant to authority of its governing body.

In the presence of witness \_\_\_\_\_ individual

Principal

1. \_\_\_\_\_ as to \_\_\_\_\_ (seal)

2. \_\_\_\_\_ as to \_\_\_\_\_ (seal)

3. \_\_\_\_\_ as to \_\_\_\_\_ (seal)

4. \_\_\_\_\_ as to \_\_\_\_\_ (seal)

By \_\_\_\_\_ affix Corporate Seal

Attested

Corporate Surety

Business address

Affix by \_\_\_\_\_ Corporate Seal

Title \_\_\_\_\_

For and on behalf of the Employer

**FORM -5**  
**DETAILS OF ORGANIZATION OF THE BIDDER**

1.	Name of Bidder	
2.	Nationality of Bidder	
3.	Office address Telegraphic Address Telephone Number Fax Number E-mail address.	
4.	Year of Establishment	
5.	Location of Establishment	
6	Bid is submitted as a) An individual/ proprietary firm b) A partnership firm c) A limited Company or Corporation	
7.	Attach the Organization chart showing the structure of the organization including the names of the Directors and Position of officers	
8.	Number of years of experience a) as a prime contractor (Contractor shouldering main responsibility) i) in own country ii) other countries (Specify countries)	
9.	For how many years has your organization been in business of Operation & Maintenance of works of similar nature under its present name? What were your fields when your organization was established?	
	Whether any new fields have been added in your organization? and if so, when?	
10	Whether you were required to suspend Operation & Maintenance work for a period of more than six months continuously after the work was started? If so, give the name of project and reasons thereof.	
11	Have you ever left the work awarded to you incomplete? (If so, give name of project and reasons for not completing work)	
12	In how many of your projects penalties were imposed for delays? (Please give details)	
13	Give details of testing laboratory, if any.	

**FORM -6**  
**LITIGATION HISTORY/ DEBARMENT/ BLACKLISTING**

**Name of Applicant:**

**1. PLEASE DESCRIBE:**

Company's history of litigation or arbitration / Debarment / Blacklisting from contract executed in the last ten years or currently under execution. Please indicate for each case the year, name of employer, cause, matter in dispute, disputed amount, and whether the award was for or against the company.

2. Please add any further information that you consider to be relevant to the evaluation of your application. If you wish to attach other documents, please list below:

**SIGNATURE OF BIDDER**

# Section II: Scope of Services

## SCOPE OF WORK

### INTRODUCTION

#### About GWSSB

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GWSSB is a statutory body set up by the State Government for Development, Regulation and Control of the Drinking water sector in the State. The jurisdiction of the GWSSB (Board) extends to the whole state. The Board largely works for putting in place rural water supply system as well as operational management of Rural Regional water supply schemes covering cluster of villages. In this area the main function of the Board is to prepare, execute, promote and finance the schemes for supply of water for drinking purposes. The Rural water supply systems include Installation of hand pumps, mini water supply system, etc. in small hamlets and piped water supply system for individual villages including large water supply system covering several villages.

#### About this bid

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Gujarat Water Supply and Sewerage Board intends to carry out the operations and maintenance of its facilities through contractor selected in this bidding process. The selected contractor (hereafter called as “contractor”) shall perform the operations to fulfil the deliverables as set out in the terms and conditions laid out in this bid. He shall also be responsible for the maintenance of all the assets under the scope of this bid. At the end of the contract period, he shall handover the assets in good working condition so that the system’s reliability is sustained and cost of maintaining the water system does not increase.

Operations and maintenance of the water supply scheme involves two steps;

#### **Operations:**

The contractor shall carry out the operation of water supply system i.e. timely and daily operation of the components of a water supply system such as headwork’s, treatment plant, machinery and equipment, transmission mains, service reservoirs and distribution system etc. efficiently and economically to attain the objective of supplying safe and potable water equitably to the consumers.

#### **Maintenance:**

The contractor shall maintain the water supply system by keeping the structures, plants, machinery and equipment and other facilities in an optimum working order and proper functioning without any interruption. Maintenance shall include both Preventive Maintenance and Corrective Maintenance. He shall undertake preventive maintenance which shall constitute routine works and precautions to be taken periodically and ensure that the different components of the water supply system perform correctly over their service life (their expected lifetime). This in turn shall avoid the occurrence of a major fault or breakdown in the water supply system that calls for corrective maintenance that is many times more expensive.

Contractor shall undertake corrective maintenance which shall involve carrying out works related to break down, which has actually occurred by replacements, correction of defects etc.

## SCOPE OF CONTRACTOR

### Detailed scope of work

The scope of work for the O&M will include the following;

- 1) The works shall include Comprehensive Operation&Maintenance of Electromechanical assets such as valves, pumping machinery & electrical equipment etc. located at Venu Intake HW, Venu Filter Plant HW, Talaghana SHW, DhankSHW M& R To Venu R.W.S.S. Gr. Operation and Maintenance of the water supply schemes involve the following scope of work.

- a. **Operation** to ensure prescribed quantity of water supply to the beneficiaries. The scope of operations involves;

- i. Provide trained, competent manpower for efficient operation of the water supply scheme in accordance with Annexure III. All the manpower should attend the site in uniform and carry identification cards.
- ii. Conduct planning and review meetings, monthly and quarterly basis and document as per the guidelines in Annexure IV.
- iii. Daily, monthly or periodic reporting in the ERP/reporting system of the employer/authority/GWSSB as specified by authority's in charge or engineer and as per formats in Annexure V.
- iv. Water supply infrastructure is critical from safety & security point of view. Therefore, the authority desires to have a biometric attendance system at all its HW locations. Wherever it is installed, the contractor must ensure recording of attendance by its deployed personnel so that the authority is aware of the identity of individuals working at asset locations.
- v. The contractor during the contract period shall ensure that the power factor does not fall below 0.90.( If Applicable)
- vi. As per Annexure - XIX all Display Board, Sign Board and Registers and tool kit with suitable quantity must be placed inside the pump house in 7 days after Start of O & M. Noncompliance of such task will be penalized as per ANNEXURE-VI PAYMENT, RESOLUTION TIME & PENALTIES in Operation Section.

- b. **Preventive & Curative maintenance** of the assets to ensure efficient operations

The bidder shall be responsible for maintenance of equipment and assets under this RFP;

- i. Preventive Maintenance:

- The bidder will carry out such maintenance activities as per schedule given in **Annexure VII**. The bidder shall carry out all monitored/non-monitored or paid/unpaid maintenance activities periodically as per the schedule and submit completion reports as per formats in annexure.
- The activities for Unpaid activities shall include but not limited to <routine maintenance, housekeeping, oiling of machineries> etc. It shall be bidder's responsibility to account the costs for such unpaid preventive maintenance activities in the price quote.
- The bidder will carry out minor repairs and replacements within one month of scheme handover for components which were found to require such works during joint inspection and handover survey. The bidder shall ensure that the assets are restored to optimum working condition by such minor repairs and replacements.

- ii. Curative Maintenance:

Curative maintenance activities are the activities for troubleshooting and are to be carried out as and when fault, breakdown, breakage etc. are reported. It is bidder's responsibility to attend and resolve such issues within the time frame stipulated in **Annexure VI**. In case of failure to comply with these timelines, the authority shall impose penalties as per the said annexure. Troubleshooting procedures may be referred from Annexure XV or CPHEEO O&M Manual.

### c. General Maintenance and activities

The bidder has to carry out the following activities during the contract tenure;

- i. trimming of grass, trees and bushes at least once in a month. This shall also include landscaping and gardening for beautification of the premise
  - ii. Sweeping of the premises on daily basis for the built-up area mentioned in **Annexure IX**. Sweeping shall be carried out twice a day (at beginning of the day and evening).
  - iii. Record keeping of all the important data on daily basis as prescribed in **Annexure VIII** viz;
    - a. Pumping station operation records
    - b. Visitors
    - c. Preventive and curative maintenance activities (in the formats and printed booklets provided by GWSSB)
- 2) Electricity Bill should be submitted to GWSSB office for payment as soon as received from concerned Electricity authority. If charges for delay in payment, levied on account of late submission of bills to GWSSB office by the contractor, then the same will have to be borne by contractor.
  - 3) Maintain IT hardware necessary for reporting in software and printing reports at main headworks. The data operator deployed for the scheme shall have computer/ laptop with internet connection to facilitate reporting. This computer and internet modem/data card will be owned by the contractor.
  - 4) Authority's equipment and assets other than water supply assets: Contractor shall preserve authority's equipment such as biometric attendance device, CCTV etc and if lost or damaged, it should be replaced and repaired by the contractor.
  - 5) The contractor will be responsible for all statutory & regulatory requirements related to handling of hazardous chemicals, health, safety & environment (HSE) compliances and due care shall be taken to abide the law. Any implication due to non-compliance or violation shall be borne by the contractor.
  - 6) All deployed staff shall be in uniform issued by the contractor as per the specifications provided in Annexure XIII. The uniform must have 'O&M Agency's name' and its logo so that during interaction with officials and beneficiaries they can be identified as personnel associated with water supply system.
  - 7) ~~Provide utility vehicle (inspection vehicle) for pipeline inspection and repair activities. Quantity as per Annexure III. This utility vehicle shall be a 4-seater pickup truck (utility vehicle) (mandatory). The provided vehicle shall not be used for any purpose other than inspection/ repair of pipeline infrastructure. The vehicle must feature a "On Duty for Water Supply System" & a logo of GWSSB (blue colour), complying to the logo usage guidelines. The agency shall arrange sufficient two wheeler and four wheel utility vehicle to ensure proper inspection activities. The number mentioned in this document is minimum and the agency must arrange additional vehicles as required.~~
  - 8) All manpower working on GWSSB's asset locations shall at all times, carry valid ID cards issued by the contractor. The contractor must have a fool-proof mechanism for issuance of ID cards which will ensure that no fraud happens. Agency will be responsible in case of any fraudulent activity. Format provided on Annexure XIV.

### SCOPE OF EMPLOYER

- 1) Handing over of water supply infrastructure as specified in this contract document for operation and maintenance by the contractor.
- 2) Carry out Inspection & asset survey 2 months' prior to contract end date as defined in Exit Management.
- 3) Employer shall conduct and facilitate a joint inspection for "Handing over and taking over" with both relieving agencies and new agency.

- 4) Carry out an inspection on completion of one month from handover date to ensure minor repairs and replacement has been completed by the new agency
- 5) Deciding target quantity of water and target villages/ town/ hamlets.
- 6) Transfer of grievance to the contractor through grievance management system/software
- 7) Take up major repair or replacement in the assets, which have been damaged due to floods, earthquake, cyclone or any natural calamities.

## **EXIT MANAGEMENT**

- 1) The authority will conduct inventory and asset survey at least 2 months prior to the end date of contract. Authority expects O&M as per the contract conditions such that all assets remain in good condition to deliver the intended objective throughout its design life. However, during the asset survey specified above, if it is found that any asset (electromechanical or civil) has not been maintained properly and degradation is due to poor maintenance & upkeep beyond expected due to ageing, then it will be contractor's responsibility to restore the asset in healthy and usable condition for efficient operation. Defects found attributable to lack of maintenance & upkeep, shall have to be mandatorily rectified before handing over of assets upon completion of contract.
- 2) The contractor will have to carry out repairs and replacements as per the remarks of Deputy Executive Engineer in the DEE's asset survey report attributed to the contractor for corrective actions.
- 3) The handing over and taking over will be done in presence of a) Both contractors' representatives (relieving & taking over agency) and b) Deputy Executive Engineer or Executive Engineer and AE/AEE. The report shall be countersigned by Executive Engineer.

Schedule for Repairing / Restoration Work		
Sr.No.	Type of Work	Restoration Period / Duration
	<b>Electro-Mechanical Work</b>	
1	Minor repairing work	12Hrs.
2	Replacement of pipe	24Hrs.
3	Replacement of all type of valves & all other specials like tee/ bend/ reducer etc.	24Hrs.
4	Minor repairing work including replacement of Coupler/CID Joint	8 Hrs.
5	Replacement of pipe	24Hrs.
6	Replacement of balls in air valves	8Hrs
7	Replacement of gallon packing in butterfly/slucie etc. Valves	2 Hrs.
8	Identification of route cause incase of any fault in pumping machinery	Within 12hrs.
9	If Pumping machinery/ control panel required repairing offsite, then such should be dispatched for repairing	Within 12hrs.
10	If Pumping machinery/ control panel repairable locally then repair work should begin within	Within 4hrs.
11	Max. Restoration period For VT Pump	5 Days
12	Max. Restoration period For HSCF	3 Days
13	Incise of off-site repairing-Restoration period For Submersible centrifugal pump set	20Days
14	If motor is worn-out and required rewinding then restoration period would be for LT Motor	15Days
15	If motor is worn-out and required rewinding then restoration period would be for HT Motor	30 Days
16	When pumping machinery/ electrical installation is repairable locally then repair work should be completed:	Within 2Days
17	For Major Repairing Shutdown will be given as per requirement by the Executive Engineer ,P .H .Mechanical Division,Rajkot	
18	Any period for repairing, which is not specified will be finalized by the Executive Engineer, P .H .Mechanical Division, Rajkot & the same will be binding to the Contractor.	
<b>Note:- 1. If the working machinery's set is under fault and pumping has been stopped, then contractor will have to make alternate arrangement (at their (contractor's) own risks &amp; costs) for restoration of water supply within Three (03) days.</b> <b>2.The above restoration time is applicable only when water supply has not been stopped.</b>		

## 6. ANNEXURES

### ANNEXURE-I SCHEME DETAILS & BENEFICIARY LIST

#### Scheme Salient Features & Operational Data

Sl. No.	Particulars	Description			
1	Scheme Name	Venu RWSS			
2	Commissioning Year	2008			
3	Actual cost of scheme	Rs. 11,99,412.00			
4	Augmentation history (year and cost)	Year		Cost	
5	Existing Components with capacity	Refer the sub points below (a to f)			
a	Water source	Venu Dam			
b	Filter Plants (nos., location, capacity)	NIL			
c	Pumping Machinery	Venu Canal Intake Fofal Dam:  V.T. Pump SET - 88 LPS X 40Mtr X 55 Kw.....( 1w + 1s )  Venu Filter Plant:  HSCF Pump SET - 75 LPS X 35 Mtr X 37 Kw.....( 1w + 1s )  HSCF Pump set – 70 LPS X 42 Mtr. X 45 KW.....(1w + 1s )  HSCF Pump set – 38 LPS X 78 Mtr. X 55 KW.....(1w + 1s )  Talagan HW:  Multi stage Pump SET - 13 LPS X 66 Mtr X 15 Kw.....( 1w + 1s )  Dhank HW:  HMSM Pump SET - 7 LPS X 52Mtr X 9 Kw.....( 1w + 1s )			
d	Storage sumps/ tanks				
e	Pipe network (length, make, class and dia)	From	To	Make, Class & Dia	Length (m)
		A	B	DI K7 200mm	
f	Distribution ESRs/ sumps				
6	Total Beneficiary Demand	Category	Nos of Villages/ towns/ hamlets	Population	Demand (MLD)
		Village	150		

		<i>Towns</i>	<i>4</i>		
		<i>Hamlets</i>	<i>20</i>		
		<i>Industries</i>	<i>5</i>	<i>N/A</i>	
		<i>Institutional</i>	<i>10</i>	<i>N/A</i>	
		...			
7	Operational Hours	<i>Location</i>	<i>Summer (Hours)</i>	<i>Winter/Monsoon (Hours)</i>	<i>Minimum (Hours)</i>
		<i>A</i>	<i>16</i>	<i>12</i>	
		<i>B</i>	<i>22</i>		
		<i>C</i>	<i>22</i>		
		<i>D</i>	<i>22</i>		
		...			

## ANNEXURE-III

### SCHEDULE FOR ESTABLISHMENT

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.

S. N.	Designation	Minimum Education	Role and office	Minimum Experience	No.
1	Operators	Semi-Skilled Operator	Role: For operating pumping machinery	<del>Minimum 1 year of experience</del>	10

1) Name of HW	Semi Skilled Operator	Unskilled Security man power cum chowkidar	Deployment
Venu Intake H/W.	03	00	Necessary man power to be deployed as and when required (surplus, if necessary)
Venu Filter Plant HW	03	00	
TalaghanaSHW	02	00	
DhankSub H/W.	02	00	

Note:- The above manpower shall be deployed on the headworks as in the above column.1 for Comprehensive operation and maintenance of new machineries as well as of existing machineries.

i) ટેન્ડરમાદર્શાવેલકેટેગરી,ક્વોલીફિકેશનમાટેદિવસનીશિફ્ટમાટેઅનુભવીમેનપાવરરાખવાનારહેશેમુ.ઈ.શ્રીઝોન-૩રાજકોટદ્વારાઆપવામાઅવેલમૌખિકસુચનાપ્રમાણેકામનીગુણવત્તાજેવીકેરેકર્ડકીપીંગપાવરનારેકર્ડતથાબોર્ડકચેરીનીજરૂરીયાતમુજબનાનિયમીતરીતેઆપવાનાથતાપમ્પીગકલાકતથાજથ્થાનાએસએમ.એસવગેરેમાસુધારોકરવાનોથાયછે. તેથીઆકેટેગરીક્વોલીફિકેશનપ્રમાણેનામેનપાવરરાખવામાઆવશેનહીતોખાતાદ્વારાલેબરકમીક્ષ્નરશ્રીનાનિયતદરપ્રમાણે ૫૦% નાલેકવીડેટેડડેમેજોસપ્રમાણેનાદરપ્રમાણેગણત્રીકરીબિલમાંથીકપાતકરવામાઆવશે.

ii) મેનપાવરદ્વારાવોટસએપએપ્લીકેશનનાઉપયોગકરીના.કા.ઈજણાવેતેગુપમામેસેજમોકલવાનારહેશે

• દરેકહે.વ.

ખાતેઆટેન્ડરથીનક્કીથતીએજન્સીદ્વારાસંચાલનમાટેટેન્ડરસ્પેસીફિકેશનમુજબનીસ્કીલ્ડપ્રમાણેનામેનપાવરપુરાપાડવાનારહેશે.

• આટેન્ડરનીકામગીરીમાટેપાઇપનીએસ.આઇ.ટી.સી.

માટેઅંદાજીતજથ્થોલેવામાઆવેલછેખાતાપાસેઉપલબ્ધહશેત્યાંસુધીખાતાનાપાઈપઉપયોગમાલેવાનારહેશેતેમજઆવાખાતાનાસપ્લાયમાટેમાત્રલેબરકામમાટેપ્રાઇઝબીડમાંદર્શાવેલભાવોએચૂકવણાકરવામાંઆવશે

- કોમ્પ્રી.

ઓ. & એમ. ની કામગીરી માટે પુરા પાડવામાં આવતા મેન પાવર નાની ચેદર્શા વેલ દસ્તાવેજો કચેરી એરજુ કરવાના રહેશે ત્યારબાદ વર્ક ઓર્ડર આપવામાં આવશે.

આ દસ્તાવેજો સેલ્ફ એડેસ્ટેડ તથા ગેઝેટેડ સરકારી અધિકારી કે ભારત સરકારના નોટરી દ્વારા ખરીન કલ કરેલા સ્વિકારવામાં આવશે તેમાં એજન્સી એ પોતાના સહિસિક્કા કરવાના રહેશે.

૧. મેન પાવરના શૈક્ષણિક લાયકાત ધરાવતા આધાર
૨. મેન પાવરના કામના અનુભવના આધારની નકલ
૩. મેન પાવરના આધારકાર્ડની નકલ
૪. મેન પાવરના બેન્ક ખાતાના પાસબુકની પ્રથમ પાનાની નકલ

ખાતા દ્વારા ઉક્ત આધારની ખરાઈ માટે અસલમાં દસ્તાવેજો ચકાસણી માટે રજુ કરવાના રહેશે.

- ખાસ સુચના :

કોમ્પ્રી.

ઓ.

& એમ. ની કામગીરી માટે પુરા પાડવામાં આવનાર મેન પાવરની દૈનિક ધોરણે પુરવાની થતી હાજરી હેડ વર્ક્સ ખાતે થી GWSSB Official એપ્લીકેશનમાં પુરવાની રહેશે. દૈનિક પમ્પીંગના ડેટા ખાતા દ્વારા સુચવવામાં આવે તે પોર્ટલમાં કે. ઓ. આર. પી. / ડબ્લ્યુ.

એમ. એસ.

પોર્ટલ /

N-Code

એપ્લીકેશનમાં દૈનિક પંપીંગ ડેટાની સમયસર એન્ટ્રી કરવાની રહેશે આ સુચનાનો અમલ ન થવાના સંજોગોમાં ઓ. એંડ. એમ.

કામગીરીના બીલ તૈયાર કરવામાં આવશે નહિ,

અથવા ડેટા એન્ટ્રી ન કરવા માટે પ્રતિદિન રૂ.

૫૦૦.૦૦ ની બીલમાં થી કપાત કરવામાં આવશે.

અથવા ખાતા દ્વારા પેનલ્ટી અંગે જે નિયમો તૈયાર કરવામાં આવે કે વખતો વખત જે સુચના આપવામાં આવે તે મુજબ બીલમાં થી રકમ ની કપાત કરવામાં આવશે. આ બાબતે કેદારની રજુઆત ગ્રાહ્ય રાખવામાં આવશે નહીં.

Note-1:-

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 man power with required vehicles for transporting materials, tools, tackles etc. for rectification of fault at any time of the day during the contract period. For man

power 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.

Note-2:

- a) Any personnel deployed in the scheme must be on contractor's payroll and should be above 18 years of age and below 60 years of age with reference to the date of submission of the tender.
- b) Agency must arrange and maintain adequate two-wheel and four-wheel utility vehicles for line inspection, repairs, and distribution of water. The provision of Two-wheel vehicle is to ensure that work is not hindered when all utility vehicles are engaged or the location is in-accessible by four-wheel vehicle.
- c) All office staff, engineer & manager shall be available on call 24x7 i.e. all days. They shall be present at appropriate/ defined location for at least 8 hours per day for 6 days a week except Sunday.
- d) Field staff, operators, helpers etc. shall be present on site 24x7 on shift-based rotation system.

Signature of Contractor

Executive Engineer  
P. H. Mechanical Division  
Rajkot

## ANNEXURE-IV GUIDELINES AND STRUCTURE FOR SITE MEETINGS

1. **Daily Planning Meeting (DPM):** This shall be conducted on daily basis on each asset location prior to start of day's work. These meetings shall include discussion on operational and maintenance parameters including target for the day, activities for the day, inventories, safety, critical issues faced by field staff.

<b>Attendees</b>	<ul style="list-style-type: none"> <li>▶ Operator's Maintenance Engineer</li> <li>▶ Operator's skilled and unskilled staff</li> </ul>
<b>Conducted by</b>	Contractor
<b>Time &amp; Venue</b>	Daily morning prior to start at all asset locations
<b>Topic/ Agenda</b>	<ul style="list-style-type: none"> <li>▶ Target supply quantity, quality</li> <li>▶ Target supply hours</li> <li>▶ Potential issues in achieving the targets</li> <li>▶ Routine maintenance activities</li> <li>▶ Fast moving spares- Inventory levels</li> <li>▶ Leaks repaired and machinery requirement</li> <li>▶ Safety while working with chlorine, while working on heights, fire safety etc.</li> <li>▶ Major maintenance and overhaul activities (such as replacement of spares)</li> </ul>
<b>Documentary record</b>	Attendance sheet & discussion points

2. ~~**Weekly Planning Meeting (WPM):** This shall be conducted on weekly basis on each asset location at the start of the working week. These meetings shall include discussion on operational and maintenance parameters including target for the week, activities for the week, inventories, safety, critical issues faced by field staff.~~

<b>Attendees</b>	<ul style="list-style-type: none"> <li>▶ <del>GWSSB AAE &amp; JE</del></li> <li>▶ <del>Operator's Maintenance Engineer</del></li> <li>▶ <del>Operator's skilled and unskilled staff</del></li> </ul>
<b>Conducted by</b>	<del>GWSSB AE/ AAE/ JE</del>
<b>Time &amp; Venue</b>	<del>Monday morning</del>
<b>Topic/ Agenda</b>	<ul style="list-style-type: none"> <li>▶ <del>Target supply quantity, quality</del></li> <li>▶ <del>Target supply hours</del></li> <li>▶ <del>Potential issues in achieving the targets</del></li> <li>▶ <del>Routine maintenance activities</del></li> <li>▶ <del>Fast moving spares- Inventory levels</del></li> <li>▶ <del>Safety while working with chlorine, while working on heights, fire safety etc.</del></li> <li>▶ <del>Major maintenance and overhaul activities (such as replacement of spares)</del></li> </ul>
<b>Documentary record</b>	<ul style="list-style-type: none"> <li>▶ <del>Attendance sheet &amp; discussion points</del></li> <li>▶ <del>Observation sheet: assets not working properly to be recorded by AAE/ JE</del></li> </ul>

3. **Monthly Review Meeting (MRM):** This shall be conducted on a monthly basis preferably on the last day of the month or the first day of the following month.

<b>Attendees</b>	<ul style="list-style-type: none"> <li>▶ GWSSB Deputy Executive Engineer</li> <li>▶ GWSSB AAE &amp; JE</li> <li>▶ <del>Operator's O&amp;M Manager</del></li> <li>▶ <del>Operator's Maintenance Engineer</del></li> </ul>
<b>Conducted by</b>	GWSSB DEE
<b>Time &amp; Venue</b>	11:00 AM on 1 <sup>st</sup> Wednesday of each month
<b>Topic/ Agenda</b>	<ul style="list-style-type: none"> <li>▶ Detailed review of operational performance for the month</li> <li>▶ Critical issues faced, downtime, cause analysis</li> <li>▶ Review of overall inventory and preparedness for the following month</li> </ul>
<b>Documentary record</b>	<ul style="list-style-type: none"> <li>▶ Attendance sheet &amp; discussion points</li> <li>▶ Monthly inspection report to be prepared and submitted by DEE</li> </ul>

4. **Quarterly Review Meeting (QRM):** This meeting will be chaired by the Executive Engineer. It shall be held every quarter to review the performance of the agency and schemes

<b>Attendees</b>	<ul style="list-style-type: none"><li>▶ GWSSB EE</li><li>▶ GWSSB Deputy Executive Engineer, AAE &amp; JE</li><li>▶ GWSSB AAE &amp; JE</li><li>▶ <del>Operator's O&amp;M Manager</del></li><li>▶ <del>Operator's Maintenance Engineer</del></li></ul>
<b>Conducted by</b>	GWSSB EE
<b>Time &amp; Venue</b>	As per Encharge Engineer
<b>Topic/ Agenda</b>	<ul style="list-style-type: none"><li>▶ Detailed review of operational performance</li><li>▶ Critical issues faced, downtime, cause analysis</li><li>▶ Demand &amp; supply dynamics</li><li>▶ Asset condition</li></ul>
<b>Documentary record</b>	<ul style="list-style-type: none"><li>▶ Attendance sheet &amp; discussion points</li></ul>

## ANNEXURE-V REPORTING FORMATS (IF APPLICABLE)

### Monthly Reporting Format (MIS Portal/ ERP Operations O & M Module)

Electricity consumed		Location (HW/SHW)			
Meter reading at start of the month					
Meter reading at end of the month					
Units consumed in the month					
Bill amount for the month (in INR)					
Power outage (if any)					
Sr No.	Date	Number of hours			
1					
2					
Add more rows as required					
Power factor		Location-1		Location-2	
Power Factor					
Grievance Redressal					
Pending complaints carried forward from previous month	Total complaints received in a month	Total complaints redressed in a month	Total complaints redressed within stipulated time limit	Total complaints yet to be redressed	
Grievance Redressal Time					
Average of Monthly Grievance resolution time (Autofill by ERP)					
Preventive Maintenance activities (payable)					
Inside-Outside Painting				Yes/ No	Attach Photos
Cleaning of Storage reservoir and head works premises					Attach Photos
Replace Filter Media					Attach Photos
Add more rows as required					Attach Photos
Consumables					
Monthly usage of PAC/Alum		Kg			
Monthly usage of Chlorine		Kg			
Monthly usage of Bleaching Powder		Kg			

## ANNEXURE-VI PAYMENT, RESOLUTION TIME & PENALTIES

### PAYMENT & INCENTIVES

- 1) The contractor or O&M agency shall raise Quarterly invoice to the authority within 5<sup>th</sup> to 10<sup>th</sup> date of any billing Quarterly month. This will include amount payable according to subject to execution of the items described in this tender document.
- 2) The invoices submitted will be subject to incentives and/or penalties which the authority has laid down through this contract.
- 3) Billing for as per actuals, as measured and approved by the concerned officer.

Aspect	Activity	Type	Description
			<ul style="list-style-type: none"> <li><b><u>If water not supplied from source station or trunks line station or department may temporary close the scheme by any reason. Continues 15 days During calendar month the duration of non water supply, the payment shall be made at 50% rate of approved amount, Duration of Non-Operation period shall be decided by GWSSB.</u></b></li> </ul>

### DEDUCTIONS & PENALTIES

Every habitation should receive adequate and safe water on a daily basis as per the target quantity decided by GWSSB. In case of any fault, the shortfall shall be provided on the next day along with that day's regular supply quantity. i.e. The shortfall in quantity shall be compensated on the following day. For the purpose of establishing service level agreement, a 2-day block period is considered.

#### A. Operational

Aspect	Activity	Description
<b>Absence of manpower</b>	Other operating staff	Rs 500/day
<b>Reporting</b>	Reporting in ERP or <u>GWSSB Official Mobile Application Entry</u> & other MIS software such as quantity, quality, grievances, operational KPIs etc	500 Rs/Day or as decided by gwssb Late reporting will be considered non-compliant. Daily reports have to be submitted before 10.00 AM on the following day.
<b>Conduct of employees</b>	Staff not in uniform compliant to the contract condition or staff doesn't have ID card issued by agency	₹ 100/day per person
<b>Safety Non-compliance</b>	If the contractor's personnel are found to be working without required personal protective equipment (PPE) while <del>handling chlorine gas</del> , working with electrical components or during working at heights more than 1.5m or in violation of provisions of Annexure XII.	Rs 1000/- shall be deducted for every such instance. After three such deductions/ instances, issue a notice to the contractor. No improvement, i.e. the fourth instance will be a cause for termination.
<b>Display Board, Sign Board &amp; Register &amp; Tool kit</b>	As per Annexure - XIX all Display Board, Sign Board and Registers and tool kit with suitable quantity must be placed inside the pump house in 15 days after Start of O & M	₹ 500
<b>Security of goods and machinery lying at the pumping station</b>	The contractor shall be responsible for the security of the goods and machinery lying at the pumping station.	In case of any damage to the goods and machinery, the amount of loss shall be considered as LD amount and 5% additional charges

Aspect	Activity	Description
		shall be deducted from the contractor as LD.
<b>Cleaning &amp; Gardening work</b>	If a notice is issued by the department regarding non-cleaning of the inside, outside and nearby areas of the pumping station, the cleaning work will have to be completed on the same day.	Rs 500/day
<b>Regarding the theft of goods and machinery at the pumping station</b>	The contractor will be responsible for any theft of goods and machinery lying at the pumping station and legal action in this regard will have to be taken by the contractor under the knowledge of the department.	The loss will be deducted as LD.
<b>Daily/Weekly/Monthly Progress Report</b>	The contractor shall submit the progress report of the pumping machinery on a daily/weekly/monthly basis at the prescribed time through SMS/letter as per the instructions of the department from time to time.	In case of delay, Rs. 500/- per head work per day will be charged. Daily reports have to be submitted before 10.00 AM on the following day.
<b>Power Bill</b>	PGVCL is issuing power bill to each H/W site. Time limit for payment of Bills is Ten days so Contractor shall have to send such bill within Three days from the date of bill to concern office.	If contractors failed to submit such bill within limit & Dept. Cannot paid within Ten days then delay charges imposed by PGVCL L.D. shall be charged Rs. 200/- per Day for more than - 3(three) Days.
<p><b>Note:1)Liquidated Damages As Compensation ForDelay :-0.1 % (zero point one) of contract value per day and shall be subjected to Maximum 10 % (Ten Percent) Of the Estimated amount put to tender or Contract Value which ever is higher.</b></p> <p><b>2) L.D. નીકપાતમાટેના.કા.ઇ. અથવાતેનાપ્રતિનિધિનેસાઇટમુલાકાતદરમ્યાનધ્યાનેઆવેલબાબતમાટેકોન્ટ્રાક્ટરને- ૭ (સાત) દિવસનીનોટીસઆપવીફરજ્યાતછે</b></p>		

## B. Maintenance(IF Applicable)

Aspect	Activity	Description
<b>Power Factor</b>	For Power Factor below 0.9	Total deduction: Penalty levied by DISCOM+ INR 10,000 per incidence (as per electricity bill)

## C. Curative Maintenance & Repairs

Aspect	Activity	Description
<b>Repair, Breakdown response</b>	<p><b>Carryout repairs within 24 hours to restore water supply.</b></p> <p>Penalty will be levied for delay after first 24 hours.</p> <p>For calculation of penalties: First day = From 24 hours to 48 hours</p>	<p><b>For Working</b></p> <p>First day: ₹ 1,000/day</p> <p>Second day &amp; onwards Rs 100/hour but Maximum 1000. Rs/Day</p> <p><b>For Standby</b></p> <p>Rs. 2000 per day will be deducted as penalty.</p> <p><b>(for all components incl. WTP, pumping machinery, pipe network, intake structures, storage tanks, valves, transformer*, panels, starters, breakers, lifting devices, any other electromechanical equipments, dosing devices etc.).</b></p> <p><b>Note: If due to such breakdown, water supply is affected, then operational penalties will also be applicable.</b></p> <p><b>*Except where DISCOM is responsible for repair of transformer under major breakdown.</b></p>

## D. Other penalties:

- Any implication, due to chemical leak hazard shall be borne by the agency
- The agency has to submit the documentary proof of GPF/ESI registration along with the bid documents. Further, as per the Employees Provident Fund and Miscellaneous Provisions Act, 1952, the contractor shall comply with all provisions of the said act if his/ her total establishment has 20 or more persons employed. ~~Agency shall submit proof of PF contribution with every invoice. Entire bill payment will be put on hold if the same is not provided.~~
- ~~The agency has to submit the license as per contract Labour Act within one month from the date of work order otherwise, a penalty of Rs.50,000/- per month will be imposed for two months, or otherwise contract will be terminated, and all the liabilities shall be borne by the contractor.~~
- Billing:** Agencies (O&M contractor) shall submit Quarterly bill to GWSSB as agreed in the T&C on timely basis i.e. 5<sup>th</sup> to 10<sup>th</sup> date of the following Quarterly month, beyond which penalties will be levied:

Invoice (Quarterly bill) submission	Penalty
Late submission of Quarterly O&M bill	5% of Quarterly monthly billed amount for each month of delay. E.g. for Two months' delay, 5%+5%= 10% penalty will be levied.
Note	Such penalties will be separately calculated for each delayed bill.

## TERMINATION

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Termination due to SLA non-compliance: In addition to the provisions of this tender document, and not in contrary to any clause of this contract, the agency may be terminated under the following circumstances.

- a) If applicable penalties for each month exceed 25% of billing amount per month, for a block of 4 consecutive months, then contract shall be liable for termination.
- b) Cumulative penalties levied against non-performance in any of the SLA (viz. operational, preventive or curative maintenance) exceeds 10% of the total contract value.
- c) Non-performance from the contractor w.r.t. repetitive non-adherence to safety requirements or quality requirements of water as mentioned in this annexure's Deductions & Penalties.

In such cases of violation, a termination notice shall be served to the O&M contractor by the competent officer of GWSSB. Termination as per Clause 18 will be applicable.

**Technical Details of installed machineries & Equipments  
& Scope of services**

**ANNEXURE-VII PREVENTIVE MAINTENANCE SCHEDULE**

**Framework for carrying out maintenance activities**

Periodicity of activities	Time frame to complete	Recording mechanism
Daily preventive maintenance activities	Daily morning in the first hour as part of the start-up activities	Daily checklists pasted near the asset
Monthly preventive maintenance activities	1 <sup>st</sup> half of every month	Monthly maintenance checklist
Quarterly preventive maintenance activities	Every quarter after starting O&M work till completion of O&M	Quarterly maintenance checklist
Half yearly preventive maintenance activities	Every half year after starting O&M work till completion of O&M	Half-yearly maintenance checklist
Yearly preventive maintenance activities	Every year after starting O&M work till completion of O&M	Annual maintenance checklist
Calibration & servicing	Along with the yearly preventive maintenance activities	Calibration and servicing log
Overhaul activities	Every year till completion of O&M  <i>Pumping machinery: every 1 year (submersible) or 2 years (VT, centrifugal) Transformer: every 5 years</i>	Overhaul checklist
Painting works	Every year till completion of O&M	Record log

**Schedule for Weather specific preparation**

Periodicity of activities	Time frame to complete	Recording mechanism
Pre-Summer: Yearly performance testing	Testing of every year. Systems should be ready for summer	Performance testing log
Preparedness for Monsoon	Before monsoon of every year. Systems should be ready in monsoon with all corrective actions	Record log

**i. Periodic Maintenance activities**

**PUMP & MOTOR SET**

**Monthly**

Activity	Check (Tick if complete)
Tighten the gland stuffing box and check gland packing	
Apply oil to the gland bolts	
Inspect mechanical seal for wear	
Tighten Foundation bolts	
Check condition of bearing	
Tighten electrical connections including earthing	

**Quarterly**

Activity	Check (Tick if complete)
Realignment of pump and drive (both shall be decoupled) (pump and motor shafts should be pushed to either side)	
Replenish clean oil or grease to lubricate bearings (Anti friction bearing should have one third to half of its housing as void space to avoid overheating)	
Replace oil or grease in the bearing housing	
Check condition of gland packing and replace	
Tighten cable gland, lugs and connecting bolts	
Tighten foundation bolts	
Inspect for leaks	
Greasing, Lubrication and Replenish Oil	
Clean flow indicators and other instruments/ appurtenances	

*Note: Monthly activities shall be undertaken during quarterly maintenance also.*

**Annually**

Activity	Check (Tick if complete)
Overhauling, if due	
Performance test before Summer	
Clean bearing and lubricate, replace	
Clean bearing housing examine for flaws, e.g. wear, grooving etc.	
Examine shaft sleeves for wear or scour and necessary rectification. If shaft sleeves are not used, shaft at gland packing's should be examined for wear.	
Calibration of all vital instruments i.e. pressure gauge, vacuum gauge, ammeter, voltmeter, Wattmeter, frequency meter, tachometer, flow meter, etc.	
Conduct performance test of the pump for discharge, head efficiency, pressures and power	
Examine earth connections and motor leads	
Restore running clearances through original specifications (adjust ring clearances or install new wear rings)	
Replace the impeller in case of corrosion or excessive wear	
Clean winding, bake and varnish	

*Note: Quarterly activities shall be undertaken during annual maintenance also.*

### Overhauling of the pump set

Activity	Check (Tick if complete)
Restoring clearances (incl. clearance between impeller-casing rings, impeller-plates)	
Replacing worn-out/ damaged parts such as impeller, wear rings/ plates, o-rings and packings, drive shaft.	
Cleaning and lubricating bearings	
Replacing corroded parts	
Removal of scaling and leaks	
Recalibration of gauges and instruments	
Testing of reassembled pumps	

**PANELS, CIRCUIT BREAKERS, STARTERS(If applicable)**

**Monthly**

Activity	Check (Tick if complete)
Blow the dust and clean internal components in the panel, breaker	
Tighten all connections of cable, wires, jumpers and busbars. All carbon deposits shall be cleaned.	
Adjust relay setting.	
Test spring charging mechanism and manual cranking arrangement.	
Clean all exposed insulators.	
Test functioning of trip circuit and alarm circuit.	
Conduct test for opening & closing timing of breaker.	
Check contact resistance between male & female contacts	

**Quarterly**

Activity	Check (Tick if complete)
Clean with smooth polish paper all the fixed and moving contacts	
Replace the oil in oil tank	
Check insulation resistances.	
Check conditions of insulators and replace if necessary	
Tighten all connections in marshalling boxes of breakers and transformer.	
Oil top up in MOCB/LOCB/HT OCB.	
Measure contact resistance and check male & female contacts for any pitting	
Check dielectric strength of oil and replace (HT)	

*Note: Monthly activities shall be undertaken during quarterly maintenance also.*

**Annually**

Activity	Check (Tick if complete)
Carry out servicing of all components, thoroughly clean and reassemble.	
Calibrate voltmeter, ammeter, frequency meter etc.	
Replace oil in breaker. (HT)	
Testing of protection relay with D.C. injection.	
Servicing of HT breaker and contactor	

*Note: Quarterly activities shall be undertaken during annual maintenance also.*

## TRANSFORMER & SUBSTATION (IF Applicable)

### Monthly

Activity	Check (Tick if complete)
Repair leakages through CT/PT unit, transformer tank and HT/LT bushings.	
Change the silica gel (if pink in colour)	
Top up oil level in transformer tank	
Tighten all connections (relay contacts, cable termination) in marshalling box etc.	
Test AB switch and DO fuse assembly.	
Clean radiators free from dust and scales.	
Pour 3-4 buckets (6 to 8 buckets in summer) of water in earth pit	
Inspect lightning arrestor and HT/LT bushing for cracks and dirt.	

### Quarterly

Activity	Check (Tick if complete)
Change or filter transformer oil in case of dielectric strength is not as desired.	
Check insulation resistance of all equipment's in sub-station, continuity of earthlings and earth leads.	
Test tap changing switch.	
Change or filter oil in CT/PT if dielectric strength is not in desired.	
Tighten contact faces of AB switch and DO/HG fuse; apply petroleum jelly or grease to moving components of AB switch.	

*Note: Monthly activities shall be undertaken during quarterly maintenance also.*

### Annually

Activity	Check (Tick if complete)
Replace Oil after monsoon	
Measure resistance of earth pit. Resistance shall not exceed 1 ohm.	
Tighten bus bar connections, clean contact faces, change rusted nut bolts.	
Calibrate the protection relay for functioning. Correct relay setting if necessary.	
Earth filling and metal spreading to remove water logging	
Test transformer oil for acidity test.	
Check drainage arrangement to prevent water logging	

*Note: Quarterly activities shall be undertaken during annual maintenance also.*

### Long term

Activity	Frequency	Check (Tick if complete)
Painting transformer & steel structure	2 years	
Overhaul of Transformer: <ul style="list-style-type: none"> <li>▶ Replace gaskets and rubber items: between tap changer flange and transformer tank, Gaskets for valve flanges, Gaskets for radiator valve flanges, Gaskets for turret and bushings flanges, Gasket between PRD and transformer tank cover, etc.</li> <li>▶ The core of transformer and winding replacement after 5 years for transformer up to 3000 kVA and after 7–10 years for transformers of higher capacity. (if required)</li> </ul>	5 years	

**VALVES (sluice, butterfly, NRV)****Monthly**

Activity	Check (Tick if complete)
Tighten bolts, nuts, packing	
Disc and seat ring lapping in sluice valves	
Lubrication of sluice and butterfly valve	
Plug leakages (gaskets, packing etc)	
Clean small orifice nipple in Kinetic air valves	

**Quarterly**

Activity	Check (Tick if complete)
Valve/Gate Lubrication and servicing	
Servicing of isolating valve (kinetic air valve)	
Replace damaged balls or seats of orifices (kinetic air valve)	
Check seal ring and tight shut-off (Butterfly valve)	

*Note: Monthly activities shall be undertaken during quarterly maintenance also.*

**Annually**

Activity	Check (Tick if complete)
Painting all valves with oil paint	
Oil/ grease change in gearing arrangement (Butterfly valve)	
Calibration and servicing of all valves and gates	

*Note: Quarterly activities shall be undertaken during annual maintenance also.*

**Long term**

Activity	Frequency	Check (Tick if complete)
Replacement of spindle or spindle nut (sluice valve)	2 years	

## FLOW METERS

### Monthly

Activity	Check (Tick if complete)
Cleaning chamber, casing, box	
Check and plug leakages	
Clean deposits	

### Annually

Activity	Check (Tick if complete)
Calibrate & validate readings and range	
Disconnect and service (ultrasonic)	

*Note: Monthly activities shall be undertaken during annual maintenance also.*

## OVERHAUL SCHEDULE

Activity – Included in quoted price	Frequency (months)	Tentative schedule
Replace Gland packings, mechanical seal	3	In every quarter till completion of O&M
Replace balls & seats in Kinetic air valves	3	In every quarter till completion of O&M
Oil topup in panels/ starters/ circuit breakers	3	In every quarter till completion of O&M
Check conditions of insulators and replace (panels/ starters/ breakers)	3	In every quarter till completion of O&M
Replace all corroded parts all water level indicators, bolts, nuts, washers, ladders, rungs, metal railings, insert plates (Note: Corrosion should not occur if preventive measures like painting, etc are done. As such, the replacement is supposed to be done immediately post identification)	12	Immediately when identified
Calibration & Servicing of gauges, flow meters, valves	12	Every year till O&M
Servicing (Starters, Breakers and Panels)	12	Every year till O&M
Pump Overhaul (activities as per checklist)- submersible set	12	Every year till O&M
<del>Pump Overhaul (activities as per checklist)- VT/ centrifugal</del>	24	<del>Jan20XX and 20XX</del>
<del>Replacement of spindle or spindle nut (sluice valve)</del>	24	<del>Once in O&amp;M period</del>
Painting MS pipes, pump, motor, equipment inside pump house within headwork premise	12	Once in year till completion of O&M period

Painting Handrails	12	Once in year till completion of O&M period
Painting and marking level indicators, instruments, charts	12	Once in year till completion of O&M period
Painting ladders	12	Once in year till completion of O&M period
Painting air valve, sluice valve, riser pipe of air valve, <del>zero velocity valve</del> , butterfly valve, bypass arrangement	12	Once in year till completion of O&M period

**ii. Specifications for painting:**

- ▶ Oil paint colour: All type of doors, windows, ventilation, shutter, pump, motor, all valves & equipment inside pump house, transformer yard, D.P. structure, transformer etc
- ▶ Black japan colour: air valve, sluice valve, riser pipe of air valve, zero velocity valve, butterfly valve (outdoor), bypass arrangement etc.

**iii. Activities in general housekeeping and maintenance:**

- ▶ Sweeping the entire premises
- ▶ Maintaining signages
- ▶ Pre-summer site cleaning and Pre-monsoon cleaning of storm water drains
- ▶ Gardening and maintaining the landscapes in the premise
- ▶ Maintenance of safety kits, fire extinguishers

**iv. Signages**

- ▶ Safety Signs: To warn workers and visitors of potential hazards, such as hazardous chemical, low ceilings, or hazardous materials.
- ▶ Instructional Signs: Step-by-step instructions on how to perform specific tasks or use the machinery correctly and safely.
- ▶ Layout/ flow diagram of the RWSS: Shall be printed on A2 size paper and mounted on the wall of HW office for information of the visitors.
- ▶ Assets: All assets must have signages to indicate design capacity, OEM, type etc. (e.g. in case of pump set- the section catered by the pump, maker of the pump and designed flow of the pump)

**v. Weather specific activities**

**a) Pre-summer: Yearly performance testing**

- ▶ **Performance test** shall be conducted for full capacity ~~in the month of January or February~~, and all rectifications shall be completed before ~~28 February~~ summer. All equipment and assets shall be ready for summer ~~by the end of February~~.

Period/ Time	Before summer of each year
<b>Parameters to be observed and recorded</b>	<ul style="list-style-type: none"> <li>▶ Head achieved</li> <li>▶ Discharge achieved</li> <li>▶ Power Input to motor &amp; Speed of pump</li> <li>▶ Water distribution to tail end</li> <li>▶ Leaks</li> </ul>
<b>Test codes</b>	BIS 9137, 10981 and 5120
<b>Performance tests for</b>	i. All pump- motor set (including working & standby) shall be

	<p>tested one at a time.</p> <p>ii. All working pump-motor set to be tested (30-60 minutes)</p> <p>iii. All standby pump-motor set to be tested (30-60 minutes)</p>
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► **Preparedness activities before summer**

- Stocking of critical spares and consumables
- Clear the site of all materials susceptible to fires such as oil papers, jute cloths, dry leaves
- All firefighting systems shall be in working condition
- All electrical connections shall be tightened and insulated properly
- Cleaning, testing and replacement of silica gel in breathers etc. of transformers
- Owing to power demand surges, voltage fluctuations occur more frequently, causing damage to critical equipment. It is crucial to monitor the input voltage or take precautions.

**b) Preparedness for monsoon**

- **Preparedness activities before monsoon:** In monsoon, Contractor shall maintain adequate stock of these important consumables and spares necessary for ensuring functioning of the plant.

- Leak and seepage rectification work to avoid ingress of water
- Insulation of electrical panels, water seals to be checked
- Cleaning, testing and replacement of silica gel in breathers etc. of transformers
- Clearing drainages choked with dust, leaves and other materials
- Dewatering pumps to be serviced and kept in working condition

## ANNEXURE-VIII RECORDS

### 1) Pumping Station Report

Name of Project:

Daily Pumping Report

Sr. No.	Pump No.	Pump Starting Time	Pump Stopping Time	Pumping Hours	Units of Power Consumed (KWh)	Supply Reservoir		Flowmeter		Total Water Pumped (MLD )
						Level(M)		Reading(m³)		
						Initial	Final	Initial	Final	
1										
2										
3										
4										
5										
6										
7										

Signature of Contractor

## 2) Visitor's Register

Name of Project:

Date	Visitor's Name	Comments/ Suggestions during visit	Visitor's sign	Action taken	Agency representative's sign

### 3) Preventive & Curative Maintenance register

Name of Project:

Report of maintenance work – Preventive & Curative Maintenance (separate registers to maintained)

Sr. No.	Date	Nature of work attended	Remarks
1			
2			
3			
4			
5			
6			
7			
8			
9			

Signature of Contractor

#### 4 Calibration of Instruments register

Name of Project:

##### Report of calibration of Instruments installed

Sr. No.	Name of Instrument (Pressure Gauge, Flow meter, Relay, Voltmeter, Ammeter etc.)	Instrument No. (if any)	Qty.	Date of calibration	Validity	Remarks
1						
2						
3						
4						
5						
6						
7						
8						

**Signature of Contractor**

**Note:**

- Calibration report shall be submitted along with calibration certificate.
- This register is to be maintained at the site office and is separate from the calibration log to be pasted near the equipment

## ANNEXURE-IX ASSET LIST & STATUS

### Technical Details of installed machineries & Equipments & Scope of services

Scope of contractor includes maintenance, repairing & replacement of spare parts of following Electrical & Mechanical equipments and associated accessories/ auxiliaries.

SR • No •	Details of machineries	Venu Intake Head Work	
1	Type of pump	VT	
2	No. of Pump	2 Nos.	
3	No. of working + Standby pump	1 Working + 1 Standby	
4	HP / KW of each Motor	55 KW/75 HP	
5	Pump capacity Discharge in LPM X Head in Mtr.	88 LPS X 41Mtr. Head---1 Set 88 LPS X 41Mtr. Head---1 Set	
6	Pump Make & Model	WPIL	VBP 50041,
7	Motor Make		VBP 50042
8	Motor type	3 Phase	
9	Motor RPM	970 RPM	
10	Details of panel	MCC	
11	Make of Panel	M/S Samudra Power product ,Ahmedabad	
12	Rating in KW/HP	55KW / 75 HP	
13	Cable Details	XLPE	
14	Motor to panel Size and length	240 Sq.mm / 15 Mtr 70 Sq.mm / 15 Mtr	
15	DPCV size – rating – Nos.	PN1.6/200mmØ/2Nos	
16	Butter Fly Valve/Rating/ No.	PN1.6/300mmØ/1Nos PN1.6/200mmØ/2Nos	
17	Expantion Bellow/Rating/No.	PN1.6/200mmØ/2NosPN1.6/300m mØ/1nos	

18	Sluice Valve /Rating/No.	PN 1.6/80mmØ/1 nos.
19	Pressure gauge make - size – Qty	150mmØ/3 Nos.
20	Zip Crane /Make	2 Ton/ Max Ind.
21	Suction Piping Size – Length	.....
22	Delivery Piping Size – Length	200mmØ
23	Header Piping Size – Length	300mmØ
24	By pass Piping Size – Length	80mm Ø
25	Earthing system	2 Job
26	Indoor/ lighting Tube / bulb Watt	2 No.
27	Temper Proof Air Valve	PN1.6/100mmØ/1Nos
30	Flowmeter Size- Make- Qty	300 mm dia. – Aarohi – 1 nos.
<b>SR. No.</b>	<b>Details of machineries</b>	<b>Venu Filter Plant HW (New M/c)</b>
1	HSCF PUMPSET:DUTY PARAMETERS: - For Sump to ESR at Venu HW - 70 LPS (252 m3/ hr) @ 42 m Head, Minimum 45 kW/ 60 HP	2 Nos (1W + 1S)
2	HSCF / Multi Stg.PUMPSET: DUTY PARAMETERS: - Venu HW to Dhank Hill: 38LPS - 136.8 m3/ hr @ 78 m Head, Minimum 55 kW/ 75 HP	2 Nos (1W + 1S)
3	Submersible pump	400 LPM / 6.67 LPS, @ 150 m Head, 22.5 HP/ 1 nos
4	Drain Pump / Dewatering Pump	1 Nos
5	Expansion Bellows	PN 1.0 / 200mmØ – 2 Nos. PN 1.0 / 250mmØ – 2 Nos. PN 1.0 / 300mmØ – 2 Nos. PN 1.6 / 150mmØ – 4 Nos. PN 1.6 / 250mmØ – 2 Nos.
6	Dual Plate Check Valve	PN 1.0 / 200mmØ – 2 Nos. PN 1.0 / 300mmØ – 1 Nos. PN 1.6 / 150mmØ – 2 Nos.

		PN 1.6 / 250mmØ – 1 Nos.
7	Butterfly Valves	PN 1.0 / 200mmØ – 2 Nos. PN 1.0 / 300mmØ – 1 Nos. PN 1.6 / 150mmØ – 2 Nos. PN 1.6 / 250mmØ – 1 Nos.
8	Sluice Valves	PN 1.0 / 80mmØ – 2 Nos. PN 1.0 / 250mmØ – 2 Nos. PN 1.6 / 150mmØ – 2 Nos.
9	Suction Piping Size – Length	150mm ,250mm
10	Delivery Piping Size – Length	150mm,200mm
11	Header Piping Size – Length	250mm , 300mm
12	By pass Piping Size – Length	80mm Ø
13	Air Valve	PN 1.0 / 80mmØ – 1 Nos. PN 1.6 / 80mmØ – 1 Nos.
14	Submersible pump	400 LPM / 6.67 LPS, @ 150 m Head, 22.5 HP/ 1 nos
15	Pressure gauge make - size – Qty	150mmØ/6 Nos.
16	Flowmeter Size- Qty	300mmØ/1 Nos. (ESR section) 250mmØ/1 Nos. (Dhank HGLR section)
17	Control Panel Board	60 KVAR APFCR Panel – 1 Nos. 400 A LV PCC Panel – 1 Nos. 45 KW MCC Panel - 1 Nos. 55 KW MCC Panel - 1 Nos. 21-30 HP ATS Panel - 1 Nos.
18	Cable	06 Sq.mm / 180 Mtr. (Copper) 95 Sq.mm / 50 Mtr. (Al) 50 Sq.mm / 40 Mtr. (Al) 35 Sq.mm / 40 Mtr. (Al) 120 Sq.mm / 15 Mtr. (Al)
19	Earthing system	Chemical Earthing - 2 Job

20	Indoor Lighting	30 watt LED – 8 Nos
21	Outdoor Lighting	40 watt LED – 8 Nos
22	Other Lighting	36-48 W – 2 Nos.
23	MCCB Switch	100A
24	Rubber Mat	12 mm -10 Sq.Mtr

The above list of equipment is in general. The equipments which are not described in the list but which are in existence in the plants/sites are under Contractor's scope of the Operation & Maintenance

<b>SR. No.</b>	<b>Details of machineries</b>	<b>Venu FilterHW (OLD M/c)</b>
1	HSCf pump 75 Lps/35 mts x 37 KW/50 HP	2 Nos. (1W + 1S)
2	Panel	LT MCC
3	Cable	30 Mtr.
4	Suction Piping Size	250mm
5	Delivery Piping Size	200mm
6	Header Piping Size	300mm
7	Expansion Bellows	300mmØ – 1 Nos.
8	Dual Plate Check Valve	200mmØ – 2 Nos.
9	Butterfly Valves	300mmØ – 2 Nos.
10	Expansion Bellows	300mmØ – 1 Nos.
11	Presser Guage	2 Nos.
12	Earthing system	Earthing - 2 Job
13	H.O.T Crane	1 Tone
14	Vaccum Pump	1 Nos.

<b>SR. No.</b>	<b>Details of machineries</b>	<b>TalganaHW</b>
1	Multistage Pump motor 13 Lps/65 mts./20 HP	2 Nos.

2	MCC Panel	2 Nos.
3	XLPE Cable	1 x 3 x 16 Sq.mm – 15 Mtr.
4	Presser Guage	150mm Dia – 2 Nos.
5	Sluice Valve	100mm Dia.– 3 Nos. 150mm Dia. – 1 Nos.
	Expansion bellows	100 mm Dia. – 2 Nos.
6	Non return Valve	100 mm Dia. – 2 Nos
7	Suction Pipe Size	100 mm Dia.
8	Header Pipe	150mm Dia.
9	By pass pipe size	100mm Dia.
	Earthing System	2 Job
	Vaccum Pump	1 Set

The above list of equipment is in general. The equipments which are not described in the list but which are in existence in the plants/sites are under Contractor's scope of the O & M.

<b>SR. No.</b>	<b>Details of machineries</b>	<b>Dhank HW</b>
<b>1</b>	SCF Pump 58 LPSx86 Mtr 75 KW	1 Nos (1W + 0S)
2	HMSM PumpSM-2.9 (440LPM x 52 Mtr.x 12.5HP)	1 Nos (1W + 0S)
	3 Phase Submersible Pump Set 1700 LPM / 28.33 LPS, @ 86 m Head, 50 HP Cat. Sp-2.0	2 Nos.
	NRV valve	100mmØ – 1 Nos.
	Control Panel Board	ATS 111 – 120 HP – 1 Nos.
	Cable	1 x 3 x 4 Sq.mm Flate copper cable - 30 mtr. 1 x 3 x 25 Sq.mm XLPE – 11.5 Mtr. 1 x 3 x 16 Sq.mm XLPE – 11.5 Mtr. 1 x 3 x 35 Sq.mm Copper – 30 Mtr.
	Pressure gauge	150 mm dia. – 3 Nos.
	Indoor Light	LED 22-24 W – 2 Nos.
	Outdoor Light	LED 36-48 W – 3 Nos.

**THE ABOVE LIST OF EQUIPMENT IS IN GENERAL. THE EQUIPMENTS WHICH ARE NOT DESCRIBED IN THE LIST BUT WHICH ARE IN EXISTENCE IN THE PLANTS/SITES ARE UNDER CONTRACTOR'S SCOPE OF THE O & M.**

Electromechanical items will include all electrical and mechanical equipment such as, motors, pumps, panels, starters, breakers, lifting devices, valves etc.

### Abstract of Asset Inspection Report

<b>O&amp;M Package Name</b>					
<b>Scheme Name</b>		VenuGr.RWSS			
<b>Division</b>		P.H.Mech.Division, Rajkot			
<b>Subdivision</b>		P.H.Mech. Sub Dn.-2 Rajkot			
<b>Sl. No.</b>	<b>Asset Name &amp; description</b>	<b>Location</b>	<b>Issue</b>	<b>Scope of corrective action</b>	
				<b>Existing agency/ new agency</b>	
Nill					

\_\_\_\_\_  
Name & Signature of DEE

\_\_\_\_\_  
Name of Subdivision

\_\_\_\_\_  
Date of inspection

\_\_\_\_\_  
Name & Signature of EE, Date

## ANNEXURE-XI INSURANCE

### Insurance against Injury to Persons and Damage to Property;

The Contractor shall insure against each liability for any loss, damage, death or bodily injury which may occur to any physical property (mechanical, electrical, automation work, or to any person which may arise out of the Contractor's performance of his obligations under these Conditions during the O&M Period.

~~This insurance shall be for a limit of per occurrence of not less than the amount of Rs. 5 Lacs, with no limit on the number of occurrences.~~

### Insurance for Contractor's Personnel;

The Contractor shall affect and maintain insurance against liability for arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

\*For any injury or death to any manpower, the contractor will solely be responsible.

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 Electrical, Mechanical and instrumentation equipment under these packages and whereas the insurance of other ~~components like sump, pump house, pipeline~~ will be optional. This General Insurance for the work will be in the name of GWSSB. ~~The depreciated value is considered \_\_\_\_\_ for the purpose of insurance for respective year.~~

\*For any damage to any equipment due to any reason, the contractor will solely be responsible.

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.

Sr. No.	Name of Component	Cost of Component	Sum to be insured
1	Plant & Machinery + Establishment (For One Year)	10496797.00	96883.00

## **ANNEXURE-XII SAFETY CONSIDERATIONS**

### **SAFETY ABSTRACT FROM CPHEEO**

#### **Employees Training**

It is essential to impart training to the employees who have to face emergency.

This training should include following:

- a) Instructions in the action to be taken in an emergency.
- b) Use of emergency kit.
- c) Handling of containers.
- d) First aid.
- e) Use of protective equipment.
- f) Knowledge of Chlorine hazards.
- g) Firefighting.
- h) Use of safety showers and eye fountains.
- i) Crash shut down procedure for valves and switches.
- j) Communication system.
- k) Study of plant layout with diagram.
- l) Mock drills.

#### **Safety aspects for electrical components**

Following safety precautions should be observed while working in a pump house.

- i. No electric live part shall be kept exposed. Particular care should be taken not to keep the motor terminals, starter door, panel door etc. in open condition.
- ii. Guard for pump – motor coupling and for extended shaft shall be provided.
- iii. Top cover of the VHS (vertical hollow shaft) motor shall not be unnecessarily kept in dismantled condition.
- iv. Helmet, gumboots, hand gloves, torch and emergency lamp etc. shall be provided to the workers.
- v. Shock proof rubber matting shall be kept in front of panel and starters.
- vi. Discharging devices shall also be provided to work safely on HT side of transformer.
- vii. Firefighting equipment suitable for electrical fire shall be provided. The fire extinguisher shall be thoroughly checked and recharged once in a year.
- viii. Damaged wooden flooring, damaged grating etc. shall be repaired on priority.
- ix. Safety railing shall be provided above all openings, unwallled edges of flooring and all such places vulnerable for falling or slipping of staff.
- x. First aid box shall be kept at visible and accessible place. The first aid box shall be checked once in a month and all used items shall be replenished.
- xi. Staff shall be trained in the following aspects to enhance safety awareness and skills to handle safety aspects.
  - Fire fighting
  - Safety procedures and practices in electrical work
  - First aid (general)
  - First aid for electric shock.

Following Indian Standards (IS) detail comprehensive guidelines for safety in electrical installation.

IS 5216 (Part I) – General

IS 5216 (Part II) – Life Saving Technique

IS 5216 (Part III) – Safety Posters

IS 5216 (Part IV) – Special guidance for safety in electrical work in hazardous areas.

### **Working at height**

- Guard every floor hole into which a worker can accidentally walk (using a railing and toe-board or a floor hole cover).
- Provide a guard rail and toe-board around every elevated open sided platform, floor.
- Regardless of height, if a worker can fall into or onto dangerous machines or equipment (such as well, tanks etc.) employers must provide guardrails and toe-boards to prevent workers from falling and getting injured.
- Other means of fall protection that may be required on certain jobs include safety harness and line, safety nets, stair railings and handrails.

### **Safety consideration during painting**

The following considerations must be kept in mind:

- When working with toxic paints i.e. containing lead, zinc or organics, be sure to clean your hands before eating or handling food.
- Avoid exposing your skin to solvent and thinners and try not to use compounds such as carbon tetrachloride.
- When spray painting, use a respirator to avoid inhaling fumes.
- No smoking or open flames of any kind should be allowed around the area being painted.
- When painting or cleaning the spraying equipment avoid closed containers where heat is involved. At a certain temperature called the flash point, spray or vapours could ignite and burn the operator or start fires. Always clean the spray equipment in an area with sufficient ventilation.
- Be very careful when using scaffolding or ladders. They must be strong and in good repair.
- **Rags containing paint or oil should be placed in a closed container to avoid fires.**

## **ANNEXURE-XIII UNIFORMS FOR OPERATOR'S STAFF**

The uniform must have O&M agency's logo and company name. Uniform specifications for different categories of staff are as follows:

### **i. Full body coveralls for all operators and field staff**

#### **Applicable to: Operators ( pump, Electrician, Helpers)**

- Full body protective clothing: Durable coveralls or jumpsuits or shirt and trouser made from a water-resistant or water-repellent material to protect the operators and staff from potential splashes or spills of water or chemicals. It should be suitable for welding and other mechanical works. Full sleeves with brass zippers and at least 200 GSM. Colour shall be sky blue or navy blue.
- Chemical Resistant Gloves: made from appropriate materials such as nitrile or neoprene to protect hands during tasks involving the handling of chemicals.
- Cut Resistant Gloves: for activities involving grinders, cutters, material lifting and handling
- Safety goggles: Encourage the use of safety goggles to protect the eyes from potential splashes, chemical, or other hazards.

## ANNEXURE-XIV IDENTITY CARD FOR AGENCY'S STAFF

<i>Company logo</i>	<b>Company Name</b>	
	<i>Company's Address</i>	
	<i>Project Name:</i>	
<i>Photograph of personnel</i>	Name	<staff name>
	Designation	
	Date of Birth	
	Blood Group	
<hr/> <i>Signature and Name of Authorized representative of contractor</i>		

## ANNEXURE-XV OPERATING PROCEDURES

### TROUBLESHOOTING

#### START-UP AND SHUTDOWN PROCEDURES

##### Pumping

##### Start up

###### a) Centrifugal Pump (of low and medium specific speed)

- i. To start a centrifugal pump, the suction pipes and the pump should be fully primed irrespective of the fact whether the pump is with positive (flooded) suction or suction lift. The centrifugal pump with positive suction can be primed by opening valve on suction side and letting out air from the casing by opening air vent. Centrifugal pump on suction lift necessitates close attention to prime the pump fully. To achieve this, the suction pipe and the pump casing must be filled with water and entire air in suction piping and the pump must be removed. If vacuum pump is provided, the pump can be primed by operating vacuum pump till steady stream of water is let out from delivery of vacuum pump. In absence of vacuum pump, priming can be done by pouring water in casing and evacuating air through air vent or by admitting water from pumping main by opening bypass of reflux valve and delivery valve. Check all joints in the suction pipe and fittings.
- ii. Close the delivery valve and then loosen slightly.
- iii. Switch on the motor, check that direction of rotation is correct. If the pump does not rotate, it should be switched off immediately.
- iv. Check vacuum gauge if the pump operates on suction lift. If the pointer on gauge gradually rises and becomes steady the priming is proper.
- v. Pressure gauge should be observed after starting the pump. If the pump is working correctly the delivery pressure gauge should rise steadily to shut off head.
- vi. When the motor attains steady speed and pressure gauge becomes steady, the delivery valve should be gradually opened in steps to ensure that the head does not drop below recommended limit. (in the absence of recommendations, the limit shall be about 85% of duty head for centrifugal pump).
- vii. Check that ammeter reading is less than rated motor current.
- viii. Check for undue vibration and noise.
- ix. When in operation for about 10-15 minutes, check the bearing temperature, stuffing box packing, and leakage through mechanical seal and observe vibrations, if any.
- x. Voltage should be checked every half an hour and should be within limit..

###### b) Submersible Pumps

Starting of a submersible pump is similar to vertical turbine pump except that steps ii, v, and xi are not applicable and since motor is not visible, correctness of direction of rotation is judged from pressure gauge reading which should indicate correct shut off head.

###### c) Vacuum Pump

The procedure for starting vacuum pump is similar to centrifugal pump except that priming is not necessary and valves on both suction & delivery side of vacuum pump should be fully open.

## **Shutdown**

### **a) Stopping the pump under normal conditions**

Steps to be followed for stopping a pump of low and medium specific speed are as follows:

- i. Close the delivery valve gradually (sudden or fast closing should not be resorted to, which can give rise to water hammer pressures).
- ii. Switch off the motor.
- iii. Open the air vent in case of V.T. and submersible pump.
- iv. Stop lubricating oil or clear water supply in case of oil lubricated or clear water lubricated VT pump as applicable.

### **b) Stopping the pump after power failure/ Tripping**

If power supply to the pumping station fails or trips, actions stated below should be immediately taken to ensure that the pumps do not restart automatically on resumption of power supply. Though no-volt release or under volt relay is provided in starter and breaker, possibility of its malfunctioning and failure to open the circuit cannot be ruled out. In such eventuality, if the pumps start automatically on resumption of power supply, there will be sudden increase in flow velocity in the pumping main causing sudden rise in pressure due to water hammer which may prove disastrous to the pumping main. Secondly, due to sudden acceleration of flow in the pumping main from no-flow situation, acceleration head will be very high, and the pumps shall operate near shut off region during acceleration period which may last for few minutes for long pumping main and cause overheating of the pump. Restarting of all pumps simultaneously shall also cause overloading of electrical system.

Hence, precautions are necessary to prevent auto-restarting on resumption on power. Following procedure should be followed.

- i. Close all delivery valves on delivery piping of pumps if necessary, manually as actuators cannot be operated due to non-availability of power.
- ii. Check and ensure that all breakers and starters are in open condition i.e. off-position.
- iii. All switches and breakers shall be operated to open i.e. off-position
- iv. Open air vent in case of V.T. or submersible pump and close lubricating oil or clear water supply in case of oil lubricated or clear water lubricated V.T. pump.
- v. Information about power failure should be given to all concerned, particularly to upstream pumping station to stop pumping so as to prevent overflow.

## ANNEXURE-XVII COMMUNICATION OR REPORTING MATRIX

Sl. No.	Designation	Office Address	Contact details
1	Chief Engineer Zone-3, Rajkot. <b>Mr. R.R.Kharva,</b>	Office of the Chief Engineer, Zone-III, Jal Bhavan, Near Bishop House, Univercity Road, Rajkot	a. Telephone No: (0281) 2563370, 22563361 b. Fax No.: (0281) 2563498 c.E-mailaddress: cez3general@gmail.com
2	Superintendent Engineer P. H. Mech Circle, Rajkot <b>Mr. K.K.Teraiya</b>	Office of the Superintendent Engineer, P.H.Mech Circle, Jal Bhavan, Near Bishop House, Univercity Road, Rajkot	a. Telephone No. (0281)2442315 b. Fax No: Fax :- (0281)2459688 c. E-mail Add. : sephcrjt@gmail.com
3	Executive Engineer P.H. Works Division, Rajkot. <b>Mrs. Purvangi Gosai</b>	Executive Engineer P. H. Mech. Division, G.W.S. & S. Board, "Jal-Bhavan" Opp. Sarita Vihar Saurashtra University Road- <b>Rajkot</b>	a.TelephoneNo. : Phone: (0281) 2562079 b.Fax No.: Fax No. 0281 256 1420 c.E-mail Add. : eemechrjt@gmail.com
4	Deputy Executive Engineer PH Mech Subdivision No- 2, Rajkot <b>Mr. Manikant U. Thakur</b>	Deputy Executive Engineer P. H. Mech. Sub Division No.2, G.W.S. & S. Board, "Jal-Bhavan" Opp. Sarita Vihar Saurashtra University Road- <b>Rajkot</b>	a.TelephoneNo. : Phone: (0281) 2562086 b.E-mailAdd. : gwssb.msd2rajkot@gmail.com

## ANNEXURE-XVIII TOOLS & TACKLES

Provide and maintain location wise tools and tackles in the given quantity

### 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"	1 No. Each
9	Insulated pliers size 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	1 No.
13	Testers	2 Nos.
14	Chisels 12" x 6" (1 Nos. of each size)	2 Nos.
15	Hack Saw Frame with Blade Packet	1 No.
16	Bearing and Coupler puller	1 Each.
17	Hand gloves suitable for 11 KV	2 pairs
18	Shovel, Pick Axe, Axe, Tub & Bin.	1 No. 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	1No.
23	Rope 1/2"	15 meter
24	Torch/ Battery	2 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.

**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. Mechanical Division  
Rajkot

**ANNEXURE-XIX DISPLAY BOARD, SIGN BOARD & REGISTERS**

ગુજરાતપાણી પુરવઠા અને ગટર વ્યવસ્થા બોર્ડ		
જુ.પા.પુ. યોજના:-		
પંપીંગ સ્ટેશન:-		
સેક્શન:-		
મીકેનિકલ સેક્શન		
પંપનો પ્રકાર:-		
ડિસચાર્જ:-		
હેડ:-		
સંખ્યા:-		
મેક:-		
મોટર રેટીંગ:-		
મોટર મેક:-		
ફ્લોમીટરટાઈપ:-		
ફ્લોમીટરસાઈઝ:-		
ફ્લોમીટરમેક:-		
ઈલેક્ટ્રીકલ સેક્શન		
વીજ જોડાણ:-		
ટ્રાન્સફોર્મરરેટીંગ:-		
મેક:-		
સંખ્યા:-		
કચેરી:-		
એજન્સી:-	, મો. નં.	

Detail of Pumping machinery					
Name of RWSS					
Name of HW Sub HW:					
Name of Section:					
Machinery Type					
Head in Mtr.:		Discharge in LPM:		HP:	
Working:		Standby:			
Year of Installation					

પરવાનગી વિના  
કોઇએ અંદર આવવુ નહીં.

હુકમથી...

<div style="text-align: center;"> <b>MAINTENANCE HISTORYCARD/REGISTER</b> </div>	
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Name of Project:-	Rating/Capacity:-
Name of Pumping station:-	Serial No.:-
Name of Equipment:-	Year of Purchase:-
Make of Equipment:-	Name of Agency:-

[illegible]

### Sign of Agency

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## **Section III: Conditions of Contract**

## 7. GENERAL CONDITIONS OF CONTRACT

### 1. SECURITY DEPOSIT

1.1 Security Deposit is required to be furnished by the contractor as guarantee money for performance of the contract and observance of Contractor. The person/persons whose tender is accepted (hereinafter called the "Contractor") which expression shall, unless excluded by, or repugnant to the context include his Legal heirs, executors, administrators and assignees shall pay the total amount of Security Deposit equal to Five (05) percent of the estimated cost or contract value (Part A & B of price bid) whichever is higher for the work put to tender.

a) The contractor shall **pay first 2.5 % of Security Deposit** in form of bank guarantee (out of 5% as mentioned in 1.1) within 10 days from the date of receipt of acceptance letter of his offer.

b) the remaining 2.5 %, shall be deducted as retention money from the running bills of the contractor.

c) The contractor shall submit an additional security deposit in form of performance bank guarantee equivalent to 10% of the 'works' component value, if any. This value shall be as per the Volume II- Price Bid Part C. Moreover, if there is a major replacement in asset spares or asset itself, then the agency will have to submit security deposit for the same.

d) In case the contractor quotes less than the rates of .....% (**% of estimated cost for O&M**) of estimated cost for O&M work, the difference between O&M cost as per .....% (**% of estimated cost for O&M**) of the contract value and their quoted price shall have to be paid by the contractor in the form of security deposit to GWSSB at the time of agreement, in addition to the required security deposit as per O&M contract.

e) The performance security for the O&M works shall be valid 30 days beyond the date of completion of the O&M period.

f) Without limitation to the provisions of the preceding paragraph, whenever the Employer's representative determines an addition to the Contract price as a result of a change in cost and/or legislation or as a result of variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor, at the Employer's representative's written request, shall promptly increase the value of the performance security in that currency by an equal percentage.

g) The successful bidder shall have to pay performance security deposit for O&M works in the form of an unequivocal bank guarantee equivalent to 10% of the O&M contract value issued by any nationalized bank or as per list mentioned in GR of. Finance Department, GR. No : FD/MSM/e-file/4/2024/2859/DMO, Date: 01.05-2025 (Enclosed)

1.2 The work-order to commence the work shall be issued only after the security deposit as per Para 1.2 is paid / furnished by the bidder. If the bidder fails to produce the security deposit as above the earnest money paid by him shall be forfeited and his registration shall be held in abeyance for three years from the date of such default.

1.3 All compensation, penalties due for payment or other sums or money payable by the contractor to Government under the terms of this contract shall be deducted from or recouped by the realisation of a sufficient part of his security deposit, or from the interest arising there from or performance bond or from any sums which may due or may become due by Government to the

Contractor on any account whatsoever and whether in respect of this contract, any other contract, or otherwise. In the event of his security deposit being reduced by reason of any such deduction or recoupment as aforesaid the contractor shall within ten days thereafter, make good in cash or in Government securities transferred as aforesaid any sum or sums required to make good the shortfall in the amount of the security deposit.

- 1.4 The security deposit submitted in form of performance bond/ guarantee (as per 1.1 (a)) shall be valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor. Such deposit bond shall be released within fifteen days after the issue of final completion certificate for O&M or issue of "Taking Over Certificate".
- 1.5 After satisfactory handing over the operation to new contractor/ department, if there is recovery of any dues and any other obligation shall be adjusted towards retention money (1.1 (b)) being held by the authority. Balance amount shall be refunded within two months (60 days from the taking over date).
- 1.6 Security deposit submitted as per 1.1 (c), shall be valid up to 60 days beyond the defect liability period or warranty period. It will be released subject to completion of such defect liability period within 30 days.

## **2. MEASURES FOR PREVENTION OF FIRE:**

The Contractor shall not set fire to any standing jungle, tree, bush wood or grass without a written permit from the Engineer-in-Charge, When such permit is given, and also in all cases when destroying cut or dug up trees, bush wood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or other-wise damages surrounding property.

## **3. LIABILITY OF CONTRACTORS FOR ANY DAMAGES DONE IN OR OUTSIDE WORK AREA:**

Compensation for all damage done intentionally or unintentionally by Contractor's labourers whether in or beyond limits of Government property, including any damage caused by the spreading of fire mentioned in the clause 22, shall be estimated by the Engineer-in-Charge, or such other Officer as he may appoint and the estimates of the Engineer-in-Charge, subject to the decision of the Superintending Engineer, on appeal, shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-Charge from any sums that may be due or become due from Government to the Contractor under this contract or otherwise.

## **4. SUBLETTING WORK**

Work **not be sublet: No works of this contract is allowed to be Sublet.**

## **5. CHANGES IN THE CONSTITUTION OF FIRM**

**Changes in the constitution of firm to be notified:** In the case of a tender by partners, any changes in the constitution of a firm shall be forth with notified by the Contractor to Engineer-in-Charge for his information.

## **6. DISPUTES**

- 1) The disputes relating to this contract, so far as they relate to any of the following matters, whether such disputes arise during the progress of the work or after the completion or abandonment thereof, shall be as per the provisions of The Arbitration and Conciliation Act, 1996, along with its rules, as amended from time to time.
- 2) Subject to the jurisdiction of the court at Ahmedabad, Gujarat

- 3) The provision of Arbitration Act., Shall in so far as they are in consistent with the provision of this act. cease of to apply to any dispute arising from a works contract and all arbitration proceeding in relation to such dispute before an arbitrator, court of authority shall stand transferred to the tribunal.
- 4) The awards declared by the arbitrator should be speaking award, giving reasons and calculations for every item of claims. The decision will have to be implemented by all the departments of the State Government and Public sector Enterprises of Gujarat. (Resolution F.D. No. PB/1088/735/KT/Sachivalaya Gandhinagar dated 5<sup>th</sup> October 1988)
- 5) In case of dispute leading to the contractor or Government of Gujarat approaching on Court of Law. It shall be within those jurisdictions the site of work is situated.

## **7. ARBITRATION**

**The reference to arbitration proceeding under this clause shall not:**

- i. affect the right of the Engineer-in-charge under clause 5 to take possession of all or any tools, plant, materials and stores in or upon the works of site thereof belonging to the contractor of procured by him and intended to be used for the execution of the work or any part thereof.
- ii. Preclude the Engineer-in-charge from utilising the materials purchased by the contractor in any work or from removing such materials to other places, during the period the work is stopped or suspended in pursuance of notice given to the contractor under clause 15.
- iii. Entitle the contractor to stop the progress of the work or the carrying out the additional or altered work in accordance with the provisions of clause 14 or as the case may be, of clause 33.

## **8. WORKER'S COMPENSATION**

**Compensation under the Workmen's Compensation Act:** The Contractor shall be responsible for and shall pay any compensation to his workman payable under the Workmen's Compensation Act, 1923 (VIII of 1923) here in after called the said Act for injuries caused to the workmen. If such compensation is paid by Government as principal under subsection (i) of section 12 of the said Act. On behalf of the contractor, it shall be recoverable by the Government from the Contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.

## **9. EXPENSES OF PROVIDING MEDICAL AID**

The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such Expenses are incurred by Government, the same shall be recoverable from the Contractor forthwith and be deducted, without prejudice to any other remedy of Government, from any amount due or that may become due to the Contractor.

## **10. SAFETY**

The Contractor shall provide all necessary personal safety equipment and first-aid apparatus available for the use of the persons employed on the site and shall maintain the same in suitable condition for immediate use at any time and shall comply with the following regulations in connection therewith:

- (a) The workers shall be required to use the equipment so provided by the Contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned

- (b) When work is carried out in proximity to any place where there is a risk of drawing, all necessary steps shall be taken for the prompt rescue of any person in danger.
- (c) Adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.

### **10.1. EMERGENCIES**

In the event of an emergency endangering life or property, the Contractor shall immediately take 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.

### **10.2. 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.

### **10.3. NOTIFICATION:**

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

10.3.2. 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.

## **11. MINIMUM AGE**

**Minimum age of person employed:** No Contractor shall employ any person who is under the age of 18 years.

## **12. FAIR WAGES TO LABOURERS**

If a Contractor fails to pay within "7" (seven) days to the labourer (s) worker(s) the minimum wages prescribed by the Government under the Minimum Wages Act. 1948 as in force from time to time, the Engineer-in-charge shall be at liberty to deduct the amount payable to the labourer(s) worker(s) from his (Contractor's) bills or deposit(s) payable by the Contractor after making due inquiries and establishing the claims) of the labourer(s) worker(s). The Contractor shall not be entitled to any payment or compensation on account of any loss that the Contractor may have to incur on account of the action as aforesaid. Before the action as aforesaid, is enforced, a notice in writing to the Contractor shall be issued by the Engineer-in-charge to pay the wages as per Minimum Wages Act

in force at the relevant time. If Contractor does not act as aforesaid within seven days, then the action contemplated as above shall be taken against him.

The Contractor shall not show any discrimination between Harijan and other class of labourers/workers employed to carry out the Government work.

### **13. LIABILITY OF CONTRACTOR IN CASE OF ACCIDENTS, PERSONNEL INJURY OR FATALITY**

The contractor shall be responsible for and shall pay compensation to his workman payable under the Workmen's Compensation Act. 1923(VIII of 1923) here in after called the said Act) for injuries caused to the workmen. If such compensation is paid by Government as principal under sub-section 12(1) of the said Act on behalf of the Contractor, it shall be recoverable by Government from the contractor under sub-section 12(2) of the said section.

The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Government, the same shall be recoverable from the contractor for with and be deducted, without prejudice to any other remedy of Government from amount due or that may become due to the contractor.

Responsibilities and liabilities of the contractor under Workmen's Compensation Act in addition to the above, shall also include the following:

- a) On the occurrence of an accident, which results, in death of workmen employed by the Contractor or which is as serious as is likely to result in death of any such workmen, the Contractor, shall within 24 hours of happening of such accident(s) intimate, in writing, to the Engineer-in-charge the fact of such accident(s). The Contractor shall indemnify Government against all loss or damage sustained by the Government's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accident(s).
- b) In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act, Whether by the Contractor or by the Government as principal Employer, it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the contractor, such sum or sum of money as may, in the opinion of the Engineer-in-charge be sufficient to meet such a liability. The opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.

### **14. INSURANCE:**

The contractor shall be responsible to arrange for insurance of all labourers, skilled and unskilled, workers supervisors etc., employed by him as per labour regulations of the State.

#### **14.1. GENERAL CONDITIONS:**

14.1.1. 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 Annexure VIII throughout the O&M Period. Any deductibles on the insurance shall be to the account of the Contractor.

14.1.2. 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 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 Services in accordance with the Good Operating Practices) by the Contractor or any wilful misconduct, negligence on the part of the Contractor.

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

14.1.4. The Contractor within the 14 days from work order shall submit to the Employer evidence that the insurances required under Annexure VII of these Conditions has been obtained as approved by the Employer.

14.1.5. 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 affect insurance for the relevant coverage and pay the premiums due and may claim the same from the Contractor.

14.1.6. The insurances

- 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.**

14.1.7. The insurance shall cover all the electrical items, mechanical items, Instrumentation & automation items, all civil works, Storage structures etc. The insurance for the work of transmission main is optional. Since the responsibility of safety of all work lies with contractor, contractor may prefer to take the insurance of optional item also if deemed fit.

14.1.8. The natural calamity & fire etc. (standard perils) insurance shall be limited to Electrical & Mechanical equipment / assets of the pumping station installed indoor and / or outdoor. The beneficiary shall be GWSSB on A/c of bidder and "Standard Workman Compensation Policy" of manpower engaged for the work by the bidder should be on Account of the bidder c/o GWSSB. In short the bidder has to take adequate insurance cover for electro mechanical equipment (value shall not be less than estimated and / or accepted value) and man power engaged for O & M work as per rates / monthly amount as per prevailing minimum wages act without fail. It would be contractor's sole responsibility to see that insurance policies are bought & renewed in time. Failure to comply with this condition the contractor shall be entirely responsible for any litigation & financial liabilities.

## 15. CONTRACT LABOUR LICENCE

Before starting the work the contractor will have to obtain the licence from the District Assistant Commissioner under the Contract Labour (Regulation and Abolition) Gujarat Rules 1972 after paying necessary fees and deposit on the basis of the number of labourers to be employed on the work and will have to supply two true copies of the said licence to the Deputy Engineer before the work is state.

## **15.1. COMMENCEMENT AND DURATION OF O & M CONTRACT:**

15.1.1. The O & M Period shall commence from the date of issue of work order and shall continue for a period of 5 years there from.

## **15.2. APPLICABLE LAW:**

15.2.1. 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.

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

15.2.3. 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.

## **16. PAYMENT:**

### **16.1. BILLS TO BE SUBMITTED MONTHLY**

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

The contractor shall submit all the bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the agreement or at the partly reduced rates subject to the approval by the Engineer-in-charge. In the case of Items not completed/executed as per agreements or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rate here in after provided for such work.

### **16.2. ~~RETENTION MONEY~~**

~~5% (five) of the lumpsum fees shall be held back from each payment, as Retention money as per Clause 1 of General Conditions of Contract.~~

### **16.3. RATES TO BE EXCLUSIVE OF GST BUT INCLUSIVE OF ALL OTHER TAXES**

The rates to be quoted by the Contractor must be exclusive of GST but inclusive of all other taxes. GST should be paid extra on the admissible payment as per the approved tender rates and condition of price variation; GST should be paid as per prevailing rates at the time of payment.

#### **16.4. INCOME TAX**

Deduction will be made at source on the contractor's bill towards Income tax by the employers as per prevailing rules of the Income tax authority.

#### **16.5. BUILDING AND OTHER CONSTRUCTION WORKS WELFARE CESS (LABOUR CESS)**

As per Building and other construction works welfare cess act and the provision under Rule No.5 of the rules of 1998 of Gujarat State, the 1% cess shall be recovered from the running account bill of the contractor.

#### **17. 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.

- i. Which is beyond a Party's control,
- ii. which such Party could not reasonably have provided against before entering into the O & M part of Contract;
- iii. which, having arisen, such Party could not reasonably have avoided or overcome, and
- iv. 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:
- v. war, hostilities (whether war be declared or not), invasion, act of foreign enemies)
- vi. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- vii. riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor;
- viii. As result of war, explosive materials, harmful radiation or contamination by radioactivity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio- activity, and
- ix. Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity. Heavy rainfall, cyclone, strike and lockout.

#### **17.1. NOTICE OF FORCE MAJEURE**

17.1.1. 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.

17.1.2. The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

17.1.3. 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.

#### **17.2. DUTY TO MINIMIZE DELAY:**

17.2.1. 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.

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

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

## **18. TERMINATION**

Termination shall mean the termination of the O&M Contract by the Employer or the Contractor in accordance with this clause 18.

### **18.1. TERMINATION BY EMPLOYER**

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

- i. the dissolution or insolvency of the Contractor, pursuant to an order of a court or the bankruptcy of the Contractor; or;
- ii. if 30 days having passed since the Contractor is in material breach of his obligations under these Conditions, or
- iii. if the Contractor ceases to carry on its business; or
- iv. abandonment; or
- v. The subsisting Force Majeure event as provided in Clause 17.2.3 above
- vi. If the Employer comes to the decision that the contractor's performance in providing O & M services is not up to the desired level and satisfactory & if the contractor does not materially improve the standard (s) of services offered & result in disruption in water supply of the system, the Employer may discontinue the contract after a performance review at the end of one year. The decision of the competent authority of the Employer shall be final & binding to the contractor (s);
- vii. If the contractor is in breach of the termination conditions mentioned in the penalties section.
- viii. Notwithstanding anything stated hereinabove, the Authority may terminate this Agreement for convenience. The termination shall take effect 30 (thirty) days from the date of notice provided to the Contractor.

### **18.2. Foreclosure by the authority**

18.2.1. Without prejudice to any provision of this Agreement, the Authority may foreclose this Agreement in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.

18.2.2. Should the authority intend to foreclose this Agreement, the authority shall issue a notice to the contractor, giving at least 30 days' time and informing the intention of authority to cause foreclosure.

18.2.3. Any attempt or endeavour for foreclosure shall not stop either of the Parties from discharging their contractual obligations under this Agreement till foreclosure date.

18.2.4. For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Contractor and shall not affect the Contractor in any way if it wishes to bid in future projects of the Authority

### **18.3. PAYMENTS UPON TERMINATION**

- 18.3.1. In case, the entire contract is terminated, for default by the contractor, the amount of security deposit and performance bond if any together with the value of the work done but not paid for, shall stand forfeited to the Government.
- 18.3.2. For default by the contractor, registration of the contractor shall be kept in abeyance for three years from the date as fixed in all such cases.
- 18.3.3. Termination of the contract in whole shall be an adequate authority for the Engineer in charge to demand discharge of the obligations from the guarantors of the security for the performance
- 18.3.4. 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.

### **18.4. SUCCESSOR TO THE CONTRACTOR UPON TERMINATION**

- 18.4.1. 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 of the facilities and shall provide 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 of the Facilities;
- 18.4.2. 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;
- 18.4.3. 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 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.
- 18.4.4. 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 [18].
- 18.4.5. The Contractor shall, upon Termination of the O&M part of Contract, co-operate with the Employer and the Successor Contractor and comply with all reasonable requests thereof, including the execution of documents etc.
- 18.4.6. Upon Termination of the O&M Contract on expiry of the terms of the O&M Contract, the Parties agree that:-
- i. The Contractor will use reasonable efforts to ensure a transition to the next Contractor that will avoid operating difficulties for the Facilities.
  - ii. Notwithstanding anything else herein contained the Employer shall be entitled to terminate the O & M Contract, at any time at the Employer's convenience, by giving

notice of such termination to the Contractor. The termination shall take effect 30 days after issuance of the notice of termination.

- iii. On the expiry of the O & M Contract or Termination of the O & M 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 unutilized spares, consumables etc. Purchased for the Facilities.

18.4.7. Vacate and handover the Site within 30 (thirty) days of contract termination

## **18.5. SURVIVAL OF RIGHTS**

Notwithstanding anything to the contrary contained in this Agreement, Termination owing to foreclosure by Authority, shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or Agreement. All rights and obligations of either Party under this Agreement, including Termination Payments, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

## **19. RISK & COST**

The Engineer-in-charge or the Competent Authority defined under rules may, without prejudice to his rights against the Contractor, in respect of any delay or inferior workmanship or otherwise, or any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing, absolutely determine the Contract in any of the following cases:

- 19.1.1. If the Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date,
- 19.1.2. If the Contractor, being a company, shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order,
- 19.1.3. If the contractor commits breach of any of the terms and conditions of this Contract,
- 19.1.4. If the contractor commits any acts in violation of the contract conditions. When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in charge on behalf of the Governor of Gujarat shall have powers: -
  - a. To determine or rescind the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge shall be conclusive evidence), upon such determination or rescission, the earnest money, full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of Government.
  - b. To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price

of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the Contractor under the terms of this Contract. The certificate of the Engineer-in-charge, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that; if the expenses incurred by the Department are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.

- c. After giving notice to the contractor to measure up the work of the contractor and to take such part thereof, as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by Government under this contract or on any other account whatsoever, or from his Earnest Money, Security Deposit, Enlistment Security or the proceeds of sales thereof, or a sufficient part thereof, as the case may be. In the event of any one or more of the above courses being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified. No interest shall be payable to the Contractor on any payment due or awarded by any authority.

## **20. RECOVERY FROM CONTRACTORS**

Whenever any claim against the Contractor for the payment arises under the contract, the Department may be entitled to recover such sum by:

- a. Appropriating, in part or whole of the Performance Guarantee and/or Security Deposit and / or any sums payable under the contract to the contractor.
- b. If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other contract of the department, including the securities which become due for release.

The department shall, further have an additional right to effect recoveries as arrears of land revenue under the Gujarat Land Revenue Code.

## **21. INSPECTION**

### **21.1. GENERAL PROVISIONS**

- 21.1.1. 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.

21.1.2. 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.

## **21.2. MEASUREMENT & ANALYSIS**

21.2.1. 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.

21.2.2. 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.

21.2.3. 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. After each inspection, the flow-meters shall both be sealed 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.

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

## **9. DEFINITIONS & INTREPRETATION**

### **9.1. DEFINITION**

In this document the following words and expressions have the meaning hereby assigned to them.

#### **9.1.1. BIDDER / TENDERER / APPLICANT:**

Means individual, proprietary firm, firm in partnership, Limited Company, Corporation applying to become eligible to tender.

#### **9.1.2. ONLINE:**

Any activity that is done on website is referred as 'online' activity for e.g., Submission of Bid online would mean that technical & price Bid must be submitted on website.

#### **9.1.3. OFFLINE:**

Any activity that is done in conventional route is referred as 'Offline' activity for e.g. "Submission of Tender fee, Earnest Money Deposit, Registration Certificate, Solvency Certificate, etc. in Offline mode" would mean that the tender fee, Earnest Money Deposit, Registration Certificate, Solvency Certificate etc. is to be Submitted to the Office of the concerned Executive Engineer physically.

#### **9.1.4. E- TENDER:**

Tender in which the bidder can participate online by means of logging in onto the respective website is called E- Tender.

#### **9.1.5. DIGITAL SIGNATURE:**

Any electronic documents, which contains encrypted message digest using hash algorithm and Tender public key is known as Digitally Signed Documents and the process of generating such document is called digitally signing it.

#### **9.1.6. SCANNED COPY:**

Electronic Copy of any document generated using a Scanner is called scanned copy.

#### **9.1.7. SYSTEM:**

Means the computer which hosts the website ([www.gwssb.nprocure.com](http://www.gwssb.nprocure.com)), using which Bidder participates in the tendering process.

#### **9.1.8. UPLOAD:**

The process of transferring electronic document from Bidder's computer using internet connection to the website ([www.gwssb.nprocure.com](http://www.gwssb.nprocure.com)) is called uploading.

#### **9.1.9. IT ACT-2000:**

Means Information Technology Act, 2000 of Government of India

#### **9.1.10. APPROVED / APPROVAL:**

Means approval in writing.

9.1.11. B.I.S:

Means Bureau of Indian Standards.

9.1.12. Deleted

9.1.13. CONSTRUCTION PLANT:

Means all equipment, appliances or things of whatsoever nature required for the execution, completion or maintenance of the primary work or temporary works but does not include materials or other things intended to form or forming part of permanent work.

9.1.14. CONTRACT:

Means the instruction and information to bidders, general and special conditions of contract, specifications, drawings, schedules of quantities & tender prices, other parts of the Bid Document, the formal agreement between the employer and contractor and all addenda and attachments related to the above.

9.1.15. CONTRACTOR:

Means the bidder with whom the contract has been made for executing the works.

9.1.16. CONTRACT PRICE / CONTRACT AMOUNT:

Means the agreed amount stated in the Contract Agreement for O&M of the works for the stipulated period and to remedy of any defects and includes adjustments (if any) in accordance with the Contract.

9.1.17. CONTRACTOR'S EQUIPMENT:

Means all equipment, tools, apparatus, machinery, vehicles and other things required for the execution and completion of the works and the remedying of any defects. However, Contractor's Equipment excludes Temporary works, Departmental equipment (if any) or plant, materials and any other things intended to form or forming part of the permanent works.

9.1.18. COMPLIANCE WITH LAWS:

The Contractor shall, in performing the Contract, comply with all applicable Laws related to all actions of his obligation as per the contract.

9.1.19. CONTRACTOR'S OBLIGATIONS:

Means the obligation to execute the Project in all its entirety and shall, without limitation, include Operation and Maintenance.

9.1.20. CONTRACTOR'S USE OF EMPLOYER'S DOCUMENTS:

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Employer's requirements and other documents made by (or on behalf of) the employer. The contractor may, at his own cost, copy, use, and obtain communication of these documents for the purposes of the contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

9.1.21. COUNTRY:

Means the Country in which the site (or most of it) is located, where the Permanent Works are to be executed.

9.1.22. DAY:

Means a day from midnight to midnight.

9.1.23. DRAWINGS:

Means the drawings referred to in the specifications, any modifications of such drawings approved in writing by the Executive Engineer, and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-charge.

9.1.24. EMPLOYER / OWNER / DEPARTMENT:

**Gujarat Water Supply & Sewerage Board** Gujarat, or the person named as Employer or Owner in the Contract Agreement and the legal successor in title to this person.

9.1.25. EMPLOYER'S EQUIPMENT:

Means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Employer's requirements but does not include plant which has not been taken over by the Employer.

9.1.26. EMPLOYER'S USE OF CONTRACTOR'S DOCUMENT:

As between the Parties, the Contractor shall retain the copyright and other intellectual property right of the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

The Contractor shall be deemed by signing the Contract to give the Employer a non-terminable, transferable, non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

- Apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works.
- Entitle any person in proper possession of the relevant part of the works to copy, use and communicate the Contractor's documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the works, and
- In the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor. The Contractor's Documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.

#### 9.1.27. ENGINEER-IN-CHARGE:

Means the Engineer-in-Charge of the works, or in-charge of specified parts of the works under the contract or such other assistants or sub-ordinates to whom the Engineer-in Charge may have delegated certain duties, acting separately within the scope of the particular duties entrusted to them.

The contractor will be given a copy of the GWSSB's authorization designating the Engineer-in-charge by name and delegating him his authority, at the time when contract is signed. It is however, to be distinctly understood that, no delegation of powers shall be made to such assistants or sub-ordinates, except in respect of supervision to ensure compliance of the contract conditions.

#### 9.1.28. Estimated Contract Value / Estimated Cost:

***Estimated cost or Put to Tender Cost at the time of publishing the tender online.***

#### 9.1.29. EXECUTIVE ENGINEER:

Means the Executive Engineer in overall charge of the works i.e. Engineer In- Charge.

#### 9.1.30. FACILITY:

Means the entire system to be designed and constructed in accordance with the provisions hereof, including the equipment's, buildings, structures, ramps, pits, pipes, pipeline appurtenances, 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, adjustments, replacements and repairs as may be made thereto from time to time.

#### 9.1.31. GOVERNMENTAL AUTHORITY / GOVERNMENT:

Means any Indian entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions, including, without limitation, any Government authority, agency, department, board, commission or instrumentality of Indian or any political subdivision thereof, court, tribunal, arbitrator or self-regulatory organisation.

#### 9.1.32. LAWS:

Means and includes all the provisions of all National (or state) legislation, Indian statutes, regulations, ordinances, codes, official or other standards, administrative or other rules, zoning and other plans and restrictions, building and other permits, judgements awards and decrees of, or agreements with any Governmental, semi-Governmental or quasi- Governmental Authority as currently in effect or as may be in effect from time to time and /or as may be amended or supplemented from time to time.

#### 9.1.33. MAINTENANCE STANDARD:

Means the requirements for maintaining, repairing, and renewing the Facility:

- As set forth in the O&M Manual; bidder shall provide this at the time of commissioning of the project.
- Required pursuant to applicable Law;
- As may be necessary for keeping the facility in a satisfactory working condition such that the Facility will continuously comply with the Operation Standard; and
- As may be necessary to ensure that the Facility shall continuously be in an optimum working condition and state in relation with the lifetime of the Facility.

9.1.34. MATERIALS:

Means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply (only materials if any) to be supplied by the Contractor under the Contract.

9.1.35. MATERIAL SUPPLIER:

Means the person who supplies goods or services. A supplier may be distinguished from a contractor or subcontractor, who commonly adds specialized input to deliverables also called vendor.

9.1.36. MONTH:

Means from the beginning of a given date of calendar month to the end of preceding date of the next calendar month.

9.1.37. O & M MANUAL:

Means the final Manual for the Operation and Maintenance of the Facility to be prepared in accordance with the requirements of Bid Documents.

9.1.38. OPERATION AND MAINTENANCE OBLIGATIONS:

Mean the obligation of the Contractor pursuant to the agreement to operate and maintain the facility on and from the start date of O&M until the date of completion of this Agreement.

9.1.39. OPERATION STANDARD: Means

The Performance Guarantees;

All applicable Laws;

All of the requirements, policies and procedures set forth in the O & M Manual

All other operational requirements set forth in this Agreement.

9.1.40. PERFORMANCE GUARANTEES:

Means the List of Guarantees offered / provided by the Contractor in his Bid Submission pursuant of the Bid Documents.

9.1.41. RUPEE: Means Indian National Rupees (INR)

9.1.42. SITE:

Means the specific areas / lands and other places on, under, in or through which, the works are to be executed or carried out and any other lands or places provided by the

owner for the purposes of the contract together with such other places as may be specifically designated in the Contract or subsequently approved as forming part of the site.

9.1.43. TAKING OVER:

Means, the Owner shall take over the project after contractual completion of the O&M period and meeting all contractual obligations, Terms & Conditions as agreed by the contractor.

9.1.44. TEMPORARY WORKS:

Means all temporary works of every kind required for successful execution of the Contract.

9.1.45. TESTS ON COMPLETION:

Means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out (Test on Completion) before the works or a section (as the case may be) are taken over by the Employer.

9.1.46. WEEK:

Means seven consecutive days.

9.1.47. WORKS:

Means the works / action to be executed in accordance with the contract.

9.1.48. COMPLETION:

***Means the date of successfully completion of operations and maintenance of the scheme.***

9.1.49. "Applicable Law" means all national (or State) legislation, statutes, ordinances and other Laws and regulations and by laws of any legally constituted public authority.

9.1.50. "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.

9.1.51. "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.

9.1.52. "Contractor's Personnel" means the contractor's representative and all personal that the contractor utilizes on site, which may include the staff, labour, & other employees of the contractor and of each subcontractor & any other personnel assisting the contractor in the execution of the work.

9.1.53. "Dispute" shall have the meaning given to it in Clause 15 of these Conditions.

9.1.54. "Employer's Risk" shall include the risks mentioned as employer's risks in the General Conditions and shall include any negligence or misconduct on the part of the Employer and also any event of Force Majeure as provided in Clause 12 of these Conditions.

9.1.55. "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.

- 9.1.56. "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.
- 9.1.57. "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.
- 9.1.58. "Force Majeure" shall mean those events mentioned in Clause 12 of these Conditions.
- 9.1.59. "General Conditions" shall mean the conditions of tender issued by GWSSB for O&M works of projects.
- 9.1.60. "Good 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.
- 9.1.61. "O & M Contract" shall mean the contract or part of any other contract having scope of operation and maintenance of facilities, entered in between the Employer and the Contractor pursuant to these Conditions.
- 9.1.62. "O & M Completion Certificate" shall mean the certificate to be issued by the Employer on the completion of all the obligations of the Contractor under these Conditions.
- 9.1.63. "O & M Services" shall mean those services specified in Schedule [1] which the Contractor is obligated to perform under these Conditions.
- 9.1.64. "O & M Standard" shall mean the standards:
- a) As set forth in the O & M Manual 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 Requirements.
  - e) For the functioning of the Facilities set forth in these Conditions.
- 9.1.65. "O & M Manual" shall have the meaning for manual of Operation and Maintenance.
- 9.1.66. "O & M Period" shall have the meaning set out in Clause.
- 9.1.67. "O & M Price" shall mean the amount stated in Price Schedule.
- 9.1.68. "Party" shall mean each of the Contractor and the Employer and Parties shall mean both of them together.

- 9.1.69. "Performance Guarantees shall mean the guarantee that the Facility shall be operated satisfying the minimum performance parameters set out in Schedule.
- 9.1.70. "Successor Contractor" shall have the meaning given to it in Clause.
- 9.1.71. "Site" shall mean 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.
- 9.1.72. "Taking over Date" shall mean the date of issue of the taking over certificate at the end of Operation and Maintenance period.
- 9.1.73. "Taking Over Certificate" means the certificate to be issued by employer to the contractor at the successful completion of the Operation and Maintenance period.
- 9.1.74. "Termination" shall have the meaning given to it in Clause [13] of these Conditions.

## **9.2. 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" is 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 amendment, modification and supplement thereto and waiver thereof as may be effective from time to time, except where otherwise indicated;
- i) Any reference to any Clause or Sub – Clause shall unless specified otherwise mean 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.

## 10. SPECIAL CONDITIONS OF CONTRACT

### 10.1. LIQUIDATED DAMAGES FOR DELAY

If the contractor does not complete the entire work under the scope on the date of Completion, (i.e. 100% of the physical progress at the end of 100% of the time of completion), Liquidated damages at the rate of 0.1% of contract value per day of delay subjected to the maximum amount of 10% of the Estimated amount put to tender or total contract value whichever is higher, shall be recovered from the contractor. In such case, the amount retained as deposit shall be converted into liquidated damages.

### 10.2. EXTENSION OF TIME LIMIT

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Engineer -in- charge before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered whichever is earlier and the Engineer-in-charge may, if in his opinion, believe that there are reasonable grounds for granting an extension, grant such extension, as he thinks necessary or proper. The decision of the competent authority of GWSSB in this matter shall be final.

### 10.3.

**(A) GWSSB is planning to augment all pumping machinery looking to rise in demand of water by providing new machinery whenever augmentation may completed in such cases existing machinery may be replaced so scope of comp. O &M work may be reduced. in such event contract for the particular head work or all headworks shall be considered as end of contract.**

**Other than this, if the comp.O&M work shall merge with civil and combined (Civil+Mechanical) tender shall be done. In such case, there shall be no any compensation or claim entertained to contractor. At any time during contract period department has right to end Comp. O & M contract of any / all Head works. Comp. O & M work contract shall be ended by given 07 Days' Notice to the Contractor.**

**(B) If existing contractor under progress, in such events department may hand over such head works on later stage contractor shall not have any right for claim of payment of such head works.**

**(C) There is process of handing over / Supply of New Pumping machineries available at Talaghana SHW to Talaghana Village independently. In that case, O & M scope of Pumping machineries and its accessories for Talaghana SHW will come to End with effect from Date of Taken over by Talaghana Gram Panchayat. For such Case, Contractor have not any right to claim further amount of O & M scope in Talaghana SHW.**

### 10.4

As per the decision of Board Level TPC No. 1 Meeting No. 360 dated 30.12.2016 Resolution No. 12, the persons to be employed in the tender will have to make monthly payments to their bank accounts through digital method. The basis for depositing the payment will have to be submitted along with the running bill in the sub-divisional office.

### 10.5

The agency whose quote is approved will have to submit certified copies of the names, ID proof, educational qualifications, address, Aadhaar, etc. of the persons deployed for this work.

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