

Water Supply Services – Navi Mumbai Municipal Corporation

**Comprehensive Contract for Operation and Maintenance of Water
Supply pump houses alongwith the Water Supply Distribution
System in in Digha Ward Area. (H-Ward)**

**TENDER DOCUMENT
FOR A PERFORMANCE-BASED SERVICE CONTRACT
FOR THE PROVISION OF WATER SUPPLY SERVICES**

Signature of Tenderer

No. of Corrections

City Engineer



**नवी मुंबई
महानगरपालिका**

कार्यालय : नमुंमपा मुख्यालय, भूखंड क्र.१,
किल्ले गांवठाणजवळ, पामबीच जंक्शन, सेक्टर-१५ए,
सी.बी.डी. बेलापूर, नवीमुंबई - ४०० ६१४.
दूरध्वनी : ०२२-२७५६ ७०७०/१/२/३/४/५
फॅक्स : ०२२-२७५७७०७०

**Navi Mumbai
Municipal Corporation**

Head Office : Plot No.1,
Near KilleGaothan, Palmbeach Junction,
Sector 15 A, C.B.D. Belapur, Navi Mumbai - 400 614.
Tel : 022 - 2756 7070 /1/2/3/4/5
Fax : 022 - 2757 7070

अभियांत्रिकी विभाग

निविदा सुचना क्र. नमुंमपा/श.अ./७७(७)/२०२३-२०२४

अ. क्र.	कामाचे नाव	निविदा प्रकार	इसारा रक्कम रु.	कोरी निविदा फॉर्म फी रु.	कामाचा कालावधी
१	नवी मुंबई महानगरपालिका क्षेत्रातील एच-विभाग दिघा कार्यक्षेत्रातील जलउंदचन केंद्रे आणि जलवितरण व्यवस्थेचे परिचलन करणे व देखभाल दुरुस्ती विषयक सर्वसमावेशक कामे करणे. पाच वर्षे	बी-२	१,५०,०००/-	रु.११८०/-	५ वर्ष

निविदा पुस्तिका ई-टेंडरिंग (E-tendering) संगणक प्रणालीच्या <https://nmmc.etenders.in> या संकेत स्थळावर व नमुंमपाच्या (www.nmmc.gov.in) संकेत स्थळावर प्राप्त होतील. निविदेचे सादरीकरण खालील तक्त्यात नमुद केल्याप्रमाणे <https://nmmc.etenders.in> या संकेत स्थळावर Online करण्याचे आहे.

ई-निविदा प्रसिद्धीचा तपशील

ई-निविदा विक्री व भरणे (Upload) कालावधी	दिनांक - २३/०५/२०२३, सकाळी ११.०० पासून दिनांक - १६/०६/२०२३ रोजी दुपारी १.०० वाजेपर्यंत
ई-निविदा सादरीकरण (Submission) कालावधी	दिनांक - २३/०५/२०२३, दुपारी ११.०० पासून दिनांक - १६/०६/२०२३ रोजी दुपारी १.०० वाजेपर्यंत
ई-निविदा उघडण्याचा दिनांक	दिनांक - १६/०६/२०२३ , दुपारी ४.०० वाजता, शक्य झाल्यास

निविदाकारांनी कोरी निविदा फॉर्म फी, इसारा अनामत रक्कम व सेवा शुल्क ऑनलाईन पेमेंट गेटवेद्वारे भरावयाचे आहे. वरील नमुद सर्व शुल्क कोणत्याही बँकेचे डेबिट कार्ड, क्रेडीट कार्ड अथवा नेट बँकींग मार्फत भरणे करता येईल. उपरोक्त पैकी कोणतेही शुल्क नमुंमपाचे लेखा विभागात स्विकारले जाणार नाही, याची निविदाकारांनी नोंद घ्यावी.

कोणतीही निविदा स्वीकारणे अथवा नाकारण्याचा अधिकार मा. आयुक्त, नवी मुंबई महानगरपालिका यांनी राखून ठेवलेला आहे.

**शहर अभियंता
नवी मुंबई महानगरपालिका**

NAVI MUMBAI MUNICIPAL CORPORATION

Name of Work : Comprehensive Contract for Operation and Maintenance of Water Supply pump houses alongwith the Water Supply Distribution System in in Digha Ward Area. (H-Ward)

Price : Rs. 1180/- (Non-refundable)

Sr. No. 77(7)/2023-24

Issued to :

.....

TO BE RECEIVED FROM 23/05/2023 TO 16/06/2023 UPTO 13.00 HRS. FROM E-TENDERING WEBSITE <https://nmmc.etenders.in> or NMMC WEBSITE www.nmmconline.gov.in

Sr. No. (1)	Description (2)	Page No.	
		From (3)	To (4)
1. Part – I			
(i)	Schedule ‘A’	A-1	A-
(ii)	Detailed Tender Notice	B-1	B-
(iii)	Schedule ‘B’	C-1	C-
(iv)	Schedule ‘C’	D-1	D-
2. Part – II Conditions Of Contract		E-1	E-
3. Part – III Appendices to the Contract			
(i)	Appendix I – Facilities & System Information, Operation Maintenance Schedule	F-1	F-
(ii)	Appendix II – Operator Staff Requirement	G-1	G-
(iii)	Appendix III – Reporting	H-1	H-
(iv)	Appendix IV – Miscellaneous	I-1	I-

Issued to

Registered in Class

Receipt No.

Dated

**City Engineer,
Navi Mumbai Municipal Corporation**

Signature of Tenderer

No. of Corrections

City Engineer

PART - I

Signature of Tenderer

No. of Corrections

City Engineer

Schedule A (WSS) – Navi Mumbai Municipal Corporation

Schedule A

**SCHEDULE A
TO THE TENDER
FOR A PERFORMANCE-BASED SERVICE CONTRACT
FOR THE PROVISION OF WATER SUPPLY SERVICES**

Signature of Tenderer

No. of Corrections

City Engineer

**NAVI MUMBAI MUNICIPAL CORPORATION
C.B.D. BELAPUR, NAVI MUMBAI – 400 614**

TENDER

B-2/CE/77(7)/ 2023 – 2024

**Tender for the work of
Comprehensive Contract for Operation and Maintenance of Water
Supply pump houses alongwith the Water Supply Distribution
System in in Digha Ward Area. (H-Ward)**

Sr.No.	Stage	Start Date & Time	Expiry Date & Time
1	Release of Tender	23/05/2023 11.00 am	16/06/2023 13.00 pm
2	Tender Download & Bid Preparation	23/05/2023 11.00 am	16/06/2023 13.00 pm
3	Technical Envelope 1 opening	16/06/2023 (If possible) at 16.00 pm	
4	Financial Envelope 2 opening	16/06/2023 (If possible)	

E-Tendering website <https://nmmc.etenders.in>

Estimated cost of work
Tender Price

B-2
(Rs.1000 + 18% GST = 1180/- (Non Refundable) (through online payment gateway by Debit/Credit Card of any Bank or by Net Banking from bidder/Agencies Bank Account only, in favour of Navi Mumbai Municipal Corporation. Online EMD Receipt Should uploaded with Technical Document)

E.M.D.

Rs. 1,50,000/- (Payable through online payment gateway by Debit/Credit Card of any Bank or by Net Banking from bidders/ Agencies bank account only, in favor of Navi Mumbai Municipal N.M.M.C. Online receipt for the same should be uploaded with the technical documents. Fixed EMD is not considered for any tender.)

**Office :
City Engineer,
Navi Mumbai Municipal Corporation
Plot No.1&2, sector – 15A,
C.B.D., Belapur, Navi Mumbai – 400 614**

Signature of Tenderer

No. of Corrections

City Engineer

Schedule 'A'

NMMC invites Tenders in B-1 form through E-Tendering system from Contractors (Registered or unregistered) who complete terms & condition mentioned in tender document . **Above 1.50 Crs. work tender Registration not required.**Blank Tender forms will be available from **23/05/2023 up to 16/06/2023 13:00 hrs** on E-Tendering website <https://nmmc.etenders.in> to download the blank tenders. The bidders shall pay tender cost through online payment gateway by using Credit Card/Debit Card of any bank or by Net Banking from bidders/Agencies bank account only, in favor of NMMC. The Tender should be submitted through E-Tendering system only on the web site <https://nmmc.etenders.in> before **16 06 /2023** upto 13.00 pm hrs.

- 1 **Name Of work** :- **Comprehensive Contract for Operation and Maintenance of Water Supply pump houses alongwith the Water Supply Distribution System in in Digha Ward Area. (H-Ward)**
- 2 **Estimated Cost Of Work** :- **B2 Type**
- 3 **Engineers For This Work** :- Executive Engineer (KK) & Concerned Deputy Engineer
- 4 **Period Of Sale Of Tender Documents.** :- **From 23/ 05/2023 up to 16/ 06 /2023** downloaded from official web site <https://nmmc.etenders.in> of the Corporation.
- 5 **Cost Of Each Tender Form** :- **(Rs.1000/- + 180 /-(18%GST) = 1180/-**(Non-Refundable) Payable through online payment gateway by Debit/Credit Card of any Bank or by Net Banking from bidders / Agencies bank account only, in favor of Navi Mumbai Municipal Corporation. Online receipt for the same should be uploaded with the technical documents.
- 6 **Earnest Money** :- **(Rs. 150000 /-** (EMD should be 1.00% of Estimated amount) Payable through online payment gateway by Debit / Credit Card/ RTGS / NEFT / DD / FDR of any Bank or by Net Banking from bidders/ Agencies bank account only, in favor of Navi Mumbai Municipal Corporation. Online receipt for the same should be uploaded with the technical documents.
Fixed EMD is not Considered for any Tender.
- 7 **Pre-Bid Meeting will be held** :- On / /2022 at 16.00 Hrs. at Head Office, City Engineer Dept., C.B.D. ,Navi Mumbai in the Conference Hall 2nd floor.
- 8 **Last Date Of Receipt of Tender** :- **16/06/2023** Up To 16.00 Hours
- 9 **Probable Date and Time of Opening** :- **16/06/2023** At 16.00 Hour Of Tender **(If Possible).**
- 10 **Eligibility Registration** :- **Valid Registration Required Class II & above with electrical Licence issued by PWD of Maharashtra Government is compulsory (works up to 1.50 crs works only & for above 1.50 crs works Registration not required.)**
Contractor of Comprehensive operation & maintencance of water supply pump house works along with water supply distribution system works of NMMC of approved class are also eligible.

Signature of Tenderer

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City Engineer

- I) Turn Over - :- **Annual Financial turnover during the last 7 Years**, ending 31st March of the previous financial year, should be at least 75% of the annual cost of this work. i.e. at least 100.60 Lakh
Annual Cost = $(\text{Total Cost of the Work})$
Completion period in years)
(10% increase will be consider up to current year.)
The Net worth should be positive AND bidder should submit the Net Worth Certificate in Technical Envelope.
- II) Experience :- a) **Experience of having successfully completed Comprehensive Contract for Operation and Maintenance of Water Supply pump houses alongwith the Water Supply Distribution System** with Government /Semi Government / Municipal Corporation / any other public sector as a **prime contractor during last 7 Years ending** last day of month previous to the one in which tenders are invited should be either of the following -
JV Not allowed & Experience in JV is not allowed.Experience as a sub contractor is not allowed.
A] Three Similar Completed works costing Not less than the Amount Equal To 40% of the Estimated Cost **(Rs.40.24 Lacs).**
OR
B] Two Similar Completed works costing Not less than the Amount Equal To 50% of the Estimated Cost. **(Rs.50.30 Lacs).**
OR
C] One Similar Completed work costing Not less than the Amount Equal To 80% of the Estimated Cost. **(Rs.80.48 Lacs).**
AND
b] Experience of having Similar Type of minimum 3 & max.5 main items in Government /Semi Government / Municipal Corporation/any other public sector as a prime contractor in tendered work during one of the last 5 years amounting to 30% of tendered main work quantity

Main Items :-

- | | |
|-------------------------------------|------------------|
| 1. GSR total Capacity -6.75 mld | - 30% 2.02 mld |
| 2. ESR total Capacity – 2 mlf | – 30% 0.6 mld |
| 3. Pipeline total length – 65676 mt | - 30% 197036 mtr |
| 4. Pump – 1135 HP | – 30% 340.5 HP |
| 5. Valve – 100 mm- 74 Nos.. | - 30% 23 Nos |

(For experience and turnover 10% increase will be consider up to current year.)

Signature of Tenderer

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Eligibility criteria for works above Rs.50 Lakhs As per GR No.सीएटी-2022/प्रा.क्र.50/ इमारती-2, दि.12/05/2022,paragraph No.7 as Below.

- III) Bid Capacity** :- **(A x N x 2) – B**
Whereas A = Maximum Annual Turnover of last five Years.**(As per current rate).**
N = Period of work in year.

B = Cost of work in hand (during tender period).
(It is mandatory for Bidder to submit the up to date and exact cost of work in hand during tender period **(Annexure 5)**).
- IV) Qualified Personnel** :- Civi/Mechanical/Electrical Engineer :-1 no.
V) Equipment Required :- Agency shall have own or hire JCB-1, Dumper -1, Pneumatic breaker -01 , Portable generator-01, welding machine – 01, Gas Cutter- 01, Utility Vehicle -01
- Certification** :- The Company Having ISO 9001, (Version 2000) Certificate Will Be Preferred.
Joint Venture Is Not Allowed. Experience in JV is not allowed.
No Relationship with Corporators, See Clause 12 of Detailed Tender Notice.
Experience as Sub contractor is not allowed.
- 11 Validity Period** – The Offer of The Contractor shall remain valid for 120 days from the date of opening of price bid of tender.
As per the Government Resolution Dated 29th January 2019 -If any Bidder withdraws his bid / offer before the above said period. The EMD at the time of submission of tender shall stand forfeited AND bidder is blacklisted for one year to submit the tender.
- 12 Total Security Deposit** :- **(2% of estimated Cost) (To be paid at the time of agreement)**
- 13 Completion Period** :- **12 Months**
1. Contract as A Whole Period :- **12 Months**
2. Part or Groups of Items :-
(I) As a whole work **12 Months**
(II) As per approved bar chart
- 14 Percentage to be charges as supervision charges for the work got executed through other means. - 24.50 percent.**
- 15 Defects Liability Period** :- **1 Year**
- 16 Others:- Price Variation Clause.** :- **No price variation clause applicable as the work has 100% budget provision. As per GR No.सीएटी/ 2017/ प्र.क्र.08/ इमा-2, दि.27/09/2018,Para No.2.9.5 However contract price will be revised as per clause no.12 of condition of contract while renewal of contract for next year.**
- 17** 1) Tenderer / Bidder should submit Affidavit & Undertaking **(Annexure 2 & 9)** in requisite format on Non – Judicial stamp paper of Rs.500/- & True documents Affidavit on Rs. 100/- stamp paper. All schedules are in prescribed format & dated. All applicants are cautioned that incomplete information in the Affidavit & Undertaking or any change(s) made in the prescribed forms will render the tender to be treated as non-responsive.
2) Tenderers / Bidders should note that as per the Construction Workers Welfare Act 1996,1% Cess of Contract Value towards the Welfare Of Construction Workers will be deducted from the bills.
- 18 Additional Performance Security Deposit** - The agency have to submit **“Additional Performance Security Deposit in envelope No.2-Financial Envelope”**.
The agency quoted by it -1% to -10% below, the agency will have to furnish an Additional Security Deposit 1% of

Signature of Tenderer

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City Engineer

estimated cost and in case the agency quotes -15% below the cost put to tender, it will have to furnish an additional security deposit of (15%) – (10%) = 5% i.e. 1% + 5% = 6%

If agency quotes 19% Below the cost put to tender, it will have to furnish an Additional Security Deposit of (19%)-(15%) = 4% x 2= 8% **Total 1% + 5% + 8% = 14%** in financial Envelope No.(2) in the form of Bank Guarantee / FDR of any Govt. Bank or Schedule Bank having MICR and IFSC Code in the name of concern authority. The validity of Bank Guarantee should be up to defect liability period of works from the date of issue. शासनपरिपत्रकक्रमांकसीएटी/2017/प्र.क्र.08/इमा-2 मंत्रालय, मुंबई 400 032. दिनांक 26 नोव्हेंबर, 2018. (For detail Please refer the **GR No. सीएटी/2017/प्र.क्र.08/इमा-2, दि.27/09/2018.** For online Tender, The Agency should /may upload the Scan Copy of Bank guarantee / FDR in Financial envelope No.2.

If contractor not submitted online Additional Performance Security Deposit then he has to submit it within maximum 08 days from the opening of price bid without fail as per the **GR No. सीएटी/2017/प्र.क्र.08/इमा-2, दि.26/11/2018.**

- 19 The bidder must have to submit the self attested Hard Copy within 72 hours after the bid lock. Every Document is Self attested by the bidder. **As per GR No.सीएटी-2019/प्रा.क्र.120/इमारती-2, दि.17/09/2019, paragraph No.8**
- 20 The Agency must submit the Royalty Chillian's at the time of R.A. Bills; if not submitted the necessary charges will be deducted from the R.A. Bills.
- 21 **As Per Government of Maharashtra Circular, GST has been come into account from 1st July, 2017 So Henceforth while quoting tender, Tenderer has to consider the GST factor (GR No शासनपरिपत्रकक्र-जीएसटी-2017/ प्र.क्र.81/कराधान/ दि.19/08/2017 and दि.11/09/2017**
- 22 **The GST Amount i.e.18% or as mentioned in schedule -B will be paid separately on work done amount at the time of bill.**
- 23 **If the bidder is Unemployed Engineer (सुशिक्षितबेरोजगारअभियंता), He have to submit an Undertaking on Rs.100/- Stamp Paper in the technical documents as per GR No.सीएटी2017/ प्र.क्र.69 / इमारती-2, दिनांक31 मे, 2018.If Unemployed engineer bidder fails to submit the Undertaking in technical documents his bid will be rejected.**
- 24 **Tenderer / Bidder should submit Affidavit on Rs.100/- Stamp Paper in the prescribed format attached here with regarding the false documents submitted in the tender as per the GR No.सीएटी-2022/प्रा.क्र.50/ इमारती-2, दि.12/05/2022. If bidder fails to submit the said Undertaking in technical documents his bid will be rejected.**
- 25 **Bank Solvency -10% of estimate cost (applicable for the work above 5cr only).**
- 26 **Arbitration clause – “If there is no resolution of dispute after discussion between concerned HOD and the contractor, the said dispute shall be referred to the Commissioner of Municipal Corporation for the purpose of endeavoring to settle the dispute amicably, If such amicable settlement is not arrived at between the parties, the disputes between parties shall be subject to exclusive jurisdiction of Courts of Navi Mumbai & Thane Only. It is made clear that this clause is not an Arbitration Clause and noting in this clause shall be construed to mean that the Municipal Commissioner will act as an arbitration”.**
- 27 **The bidder shall disclose the litigation history in Technical Documents under the head “Details of Litigation History” along with all supporting documents.**

If there is no Litigation History, the bidder shall specifically mention that there is **“No Litigation History”** against him as per the clause of Litigation History. If bidder fails to submit this, his bid will be technically rejected.

In case there is litigation History–Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with any Local self Government Authority, State Govt., Central Govt. or any authority under State or Central Govt. / Govt. Organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid.

Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with any Local self Government Authority & Any Local self Government Authority is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for any Local self Government Authority and the orders passed by the competent authority or by any Court where any Local self Government Authority is a party.

While taking decision on litigation history, Hon. Municipal Commissioner, City Engineer, as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and also the details submitted by the bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm, directors, partners or authorized signatory on any Local self Government Authority works which can spoil the quantity, output, delivery of any goods or any work execution and within the time frame.

In case of Litigation History If bidder fails to submit the litigation history his bid will be technically rejected.
28. **Hon.Commissioner,Navi Mumbai Municipal Corporation reserve the right to accept or reject any tender.**
NOTE:-Tender conditions mentioned in SCHEDULE- 'A' will supersede Tender condition mentioned in DETAILED TENDER NOTICE TO CONTRACTOR, GENERAL CONDITIONS OF CONTRACT & elsewhere in Tender document wherever applicable.
- 29 **Employees Provident Fund registration is compulsory and bidder should upload the EPF Registration and also the clearance certificate upto last Financial year.**

Signature of Executive Engineer

Signature of City Engineer

Part I
Detailed Tender Notice

**DETAILED TENDER NOTICE
PART I TO THE TENDER
FOR A PERFORMANCE-BASED SERVICE CONTRACT
FOR THE PROVISION OF WATER SUPPLY SERVICES**

Signature of Tenderer

No. of Corrections

City Engineer

DETAILED TENDER NOTICE TO CONTRACTOR

1.0 Sealed bids / E-tenders are invited by and on behalf of Commissioner, Navi Mumbai Municipal Corporation from Eligible bidders for the proposed Work specified in Schedule 'A'.

2.0 ISSUE OF TENDER

2.1 Tender book will be issued online through E-tendering Website www.nmmctenders.com to the Contractor, who is enrolled with NMMC.

2.2 Price of Blank Tender form cost must be paid in cash in NMMC's Account Department and Receipt of the same should be submitted to E-tendering cell.

2.3 The Tender Document is not transferable. Only the Tenderer who has purchased the tender form shall be entitled to bid in the Tender.

3.0 LANGUAGE OF TENDER / CONTRACT

The language of the Contract shall be English/Marathi and all correspondence, drawings etc. shall conform to the English/Marathi language.

4.0 PREBID CONFERENCE

A Pre-bid Conference of all the intending Tenderers will also be held at the scheduled date and time indicated in Schedule 'A' of the tender. Intending Tenderers will be allowed to seek clarification and suggest suitable modifications in specifications, conditions of the Contract etc. The Corporation will communicate such changes that are accepted by it, to all the intending Tenderers who have purchased the Tender document from the Corporation. Only such changes that are so communicated shall be binding on the Corporation and all the Tenderers.

5.0 VALIDITY OF BIDS

The bids will be valid for the period indicated in Schedule 'A'

6.0 EARNEST MONEY

6.1 The Tenderer shall deposit the amounts indicated in the Tender Notice as Earnest Money Deposit (EMD)., The Earnest Money shall be deposited in the form of demand draft / pay order in favour of 'Navi Mumbai Municipal Corporation', a fixed deposit with the Corporation.

The failure or omission to deposit the Earnest Money shall disqualify the Tender and the Corporation shall exclude from its consideration such disqualified Tender(s). No interest shall be payable by the Corporation in respect of such deposited Earnest Money.

6.2 The tenderer should refer user's guide while depositing EMD through the E-tendering website www.nmmctenders.com.

6.3 If the Corporation shall accept the Tender the Earnest Money shall be appropriated towards Security Deposit payable by the Contractor in accordance with Clause No. 7 of the General Conditions of Contract. Alternatively on payment of the required amount of the Initial Security Deposit and the execution of the Contract agreement, the Earnest Money shall be returned to the Tenderer.

7.0 FORFEITURE OF EMD

7.1 The Tenderer shall not revoke his Tender or vary its terms and conditions without the consent

Signature of Tenderer

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City Engineer

of the Corporation during the validity period of Tender. If the Tenderer revokes the Tender or vary its terms or condition contrary to his promise to abide by this condition, the Earnest Money deposited by him shall stand forfeited to the Corporation without prejudice to its other rights and remedies and the Tenderer shall be disentitled to submit a tender to the Corporation for execution of any Work during the next 24 months effective from the date of such revocation.

7.2 If Successful Tenderer does not pay the Security Deposit in the prescribed time limit or fails to sign the agreement bond, his Earnest Money Deposit will be forfeited by the Corporation.

8.0 REFUND OF EARNEST MONEY

The Earnest Money of unsuccessful Tenderers shall be refunded after the successful Contractor furnishes required Initial Security Deposit to the Corporation and sign the agreement or within 30 days of the expiry of validity period, whichever is earlier.

9.0 COST OF TENDER

The Tenderer shall bear all costs associated with the preparation and submission of its Tender. The Corporation shall in no case be responsible or liable for these costs, regardless of the Conduct or the outcome of the Tendering process.

10.0 ELIGIBLE TENDERERS

Only those Contractors fulfill the Eligibility criteria as mentioned in the Schedule 'A' of the tender notice are eligible to submit their tender for this Work.

11.0 SPARE CAPACITY OF WORK FOR TENDERING

The Tenderers shall be eligible to submit the tender to the Corporation subject to the essential condition that the price tendered by him together with the value of the outstanding Works under execution by him for the Corporation or any other employer shall not be more than four times the value of the average annual turnover of Works executed during the preceding three financial years ending 31st March.

12.0 RELATION SHIP WITH CORPORATOR (S)

Tenderer shall not be associated presently or in the past with any of the office bearer or Corporation's of the Navi Mumbai Municipal Corporation either directly or indirectly as specified in the section 10(f), (g) of BPMC Act. 1949. The Tenderer shall furnish an Affidavit on a Non-Judicial stamp paper of Rs.100/- If any information so furnished shall be found to be untrue or false, the tender shall be liable to be disqualified and the Earnest Money accompanying such tender shall stand forfeited to the Corporation. If the information so furnished shall be found to be untrue or false during the currency of the contract the Tenderer shall be held to be in-default and the contract if any awarded to him shall be liable to be terminated with its consequences.

13.0 TIME OF COMPLETION

The period of completion of Works is enumerated under Schedule 'A'. The time of completion shall commence from the date of placing the Work Order or date of handing over the site whichever is earlier. The completion period is for all items of Work in all parts of Tender Documents.

14.0 SCHEDULE OF RATES AND QUANTITIES

14.1 The Tender has been drafted on the basis of pre-priced schedule of rates and quantities for

different types of items.

14.2 All the tender items are priced **as mentioned in Schedule "B" of Tender.**

14.3 The Contractors are expected to work out their own rates based on the detailed description of schedule "B" items, the specifications, drawings & conditions and finally arrive at the cost of the Work in the appropriate places. The Contractor shall insert percentage cost over or below the Corporation's cost to arrive at the contract value for the Work in Schedule 'B'.

14.4 In case of Lump Sum Contract, Tenderer should insert his Lump Sum cost as contract value for the Work in Schedule 'B'.

15.0 INSPECTION OF SITE AND SUFFICIENCY OF TENDER

15.1 The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his Tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of the Work and materials necessary for the completion of the Works and means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his Tender.

15.2 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices quoted in the schedule of Works/items/ quantities or in bill of quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the Works.

15.3 No extra charges consequent on any misunderstanding or otherwise shall be allowed.

16.0 MANNER OF SUBMISSION OF TENDER

16.1 The tenders should be submitted online at www.nmmctenders.com

16.2 Telex, cable or facsimile offers will be rejected.

17.0 LAST DATE FOR SUBMISSION

17.1 Sealed Tender offers shall be received at the address specified above not later than the time and date specified in the Schedule 'A' of the Tender.

17.2 In the event of the specified date for the submission of Tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day

17.3 The Corporation may, at its discretion, extend this deadline for submission of offers by amending the Tender Documents, in which case all rights and obligations of the Corporation and Tenderer will thereafter be subject to the deadline as extended.

17.4 Any Tender offer received by the Corporation after the deadline for submission of Tender offer prescribed by the Corporation, pursuant to the clause above, will be rejected and / or returned unopened to the Tenderer.

18.0 MODIFICATION AND WITHDRAWAL OF OFFERS

The vendor may modify or withdraw his offer after its submission, provided that written notice of the modification or withdrawal is received by the Corporation prior to the closing date and time

prescribed for submission of offers. No offer can be modified by the vendor, subsequent to the closing date and time for submission of offers.

19.0 CONTENTS

19.1 Tenders are invited in two-envelope system. Both the envelope shall be placed in another envelope. The name of Work/Service and Work No. mentioned in the Tender Notice and the full name and address of the Tenderer shall be clearly written in the bottom left corner of each envelope.

19.2 The envelope shall contain the following

Envelope No.-1.

- i) This should contain all the documents mentioned below. This Envelope may contain other documents also such as Technical bids, drawings, etc. as mentioned in the Tender notice.
 - a) Undertaking in the form prescribed in **Annexure 2** and duly signed by a person holding a valid Power Of Attorney.
 - b) List of work in Hand other than what submitted along with enrollment **Annexure 5**.
 - c) List of machinery and plant immediately available with the Tenderer for use on this Work / Service and list of machinery proposed to be utilised on this Work/Service but not immediately available, and the manner in which it is proposed to be procured as per **Annexure-7**.

Envelope No.-2 (Financial bid)

This envelope shall only contain the Commercial Bid in Schedule B only. The Financial Bid should be written both in words and figures at appropriate places.

OR

19.3 The E-Tenderer needs to upload the documents mentioned in 19.2(i) & to submit financial bid both in words and figures in the Schedule B at appropriate places for the online submission.

20.0 IMPORTANT POINTS TO BE NOTED BY THE TENDERER

- a) On receipt of blank Tender form the Tenderer should ensure that no corrections or over writings or erasures are left to be attested by the competent authority of the Corporation.
- b) The price-bid shall be inclusive of all taxes, Octroi, Local taxes, etc. to be paid by the Tenderer for the Work and claim for extra payment on any such account shall not be entertained.

Any change that will be made in the Tender paper by the competent authority after issue of the Tender will be intimated to the Tenderer in the form of Corrigendum/Addendum for incorporating the same in the Tender before submitting the Tender.

- c) Price-bid should be written both in words and figures in the Schedule 'B', at appropriate places.
- d) No alterations and additions anywhere in the Tender Document are permitted. If any of these are found, the Tender may be summarily rejected. The Tenderer should get his doubts cleared during pre-Tender meeting only if provided in the Tender. In case if no pre-bid meeting is to be held the Tenderer should seek clarification or any doubt in writing 7 days before the last date for receipt of Tenders.

e) In case of firm, each partner or power of attorney holder shall sign the Tender and the signatures shall be attested as witness by a reputed person in the space provided for the purpose. The attested copies of power of attorney of person signing the Tender shall be enclosed with the Tender. The power of attorney shall be signed by all partners.

In case of private limited/public limited companies, the power of attorney shall be supported by Board resolutions and appropriate and adequate evidence in support of the same shall be given.

f) All pages and pasted slips should be signed by the Tenderer.

g) No page shall be added or removed from the set of Tender Document.

h) Tenderer shall be deemed to have studied the schedule of Works / Items / Quantities / Rates, all plans, specifications, terms and conditions, shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his Tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, nature of the Work and materials necessary for the completion of the Works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies, obligations under the Contract and all matter and things necessary for proper completion and maintenance of the Works. No extra charges consequent on any misunderstanding. A declaration and an undertaking to this effect should be signed by the Tenderer in the form attached at an Annexure - 2.

i) The Tenderer shall submit the Tender which satisfies each and every condition laid down in this Tender notice, failing which the Tender will be liable to be rejected conditional Tenders will be rejected.

j) There will not be any negotiations about the quoted offers.

21.0 CORRUPT OR FRAUDULENT PRACTICES

21.1 The Corporation requires that the bidders/suppliers/ Contractors under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Corporation defines for the purposes of this provision, the terms set forth as follows:

a) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and

b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Corporation, 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 Corporation of the benefits of the free and open competition;

21.2 The Corporation 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; The Corporation will 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, a contract.

22.0 MANNER OF OPENING OF TENDER

Signature of Tenderer

No. of Corrections

City Engineer

Tender will be opened online in the presence of Higher Authority of Tender Committee and E-tendering Administrator.

23.0 PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

24.0 PRELIMINARY SCRUTINY

24.1 The Corporation will scrutinize the offers to determine whether they are complete, whether any errors have been made, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the offers are generally in order.

24.2 Prior to the detailed evaluation, the Corporation will determine the substantial responsiveness of each offer to the Tender Documents. For purposes of these Clauses, a substantially responsive bid is one that confirms to all the terms and conditions of the Tender Documents without material deviations. The Corporation's determination of an offer's responsiveness is to be based on the contents of the Tender offer itself without recourse to extrinsic evidence.

24.3 A Tender offer determined as not substantially responsive will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

24.4 The Corporation may waive any minor infirmity or irregularity in a Tender offer, which does not constitute a material deviation. This shall be binding on all Tenderers and the Corporation reserves the right of such waivers.

25.0 CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers, the Corporation may, at its discretion, ask some or all vendors for technical clarification of their offer. The request for such clarifications and the response shall be in writing. To speed up the Tender process, the Corporation, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the Corporation by means of courier / in person.

26.0 REJECTION OF TENDERS

The Tenders are liable to be rejected if the Tenderer

- Does not submit price of Tender in the form of original cash receipt/DD/pay order.
- Does not submit EMD.
- Does not submit undertaking on Rs. 100/- stamp paper. (Annexure - 2)
- Does not disclose the full names and address of all his partners in case of a Partnership Concern;
- Does not submit the information as called for in Annexure (3 & 8)
- Does not submit affidavit on Rs. 100/- Stamp Paper. (Annexure – 9)
- Fails to initial corrections;

Signature of Tenderer

No. of Corrections

City Engineer

- Fails to fill completely all the proforma provided in the Tender including proforma of submission of Tender and percentage and amount columns in Schedule - 'B';
- Tries to contact the Corporation on any matter relating to its bid, or tries to influence the Corporation in its decision on bid evaluation, bid comparison or Contract award from the time of the bid opening to the time of contract is awarded.
- Stipulates any condition in the Tender;
- Stipulates the validity period less than what is stated in the form of Tender;
- Does not quote rates inclusive of octroi duty and other terminal or Sales Tax or General taxes, etc.
- Does not sign every page of Tender with seal of company / firm;

27.0 SHORT – LISTING OF VENDORS

The Corporation will short-list technically qualifying vendors and commercial offers of only these vendors will be opened at the date and time to be intimated.

28.0 OPENING OF COMMERCIAL OFFERS

The Corporation shall notify the date of opening of the commercial bids to all the Tenderers.

Commercial bids will be opened online in the presence of Higher Authority of Tender Committee and E-tendering Administrator and the rates in Schedule 'B' or percentage above / below the Estimate shall then be read out.

29.0 ACCEPTANCE OF TENDER

29.1 Acceptance of Tender on behalf of the Corporation shall be done by an officer(s) to whom the powers are delegated by the Municipal Commissioner.

29.2 The Corporation is not bound to accept the lowest or any Tender. The Corporation reserves the right to reject any or all Tenders received without assigning any reason whatsoever.

30.0 INTIMATION TO SUCESSFUL TENDERERS

The acceptance of Tender may be communicated to the successful Tenderer in writing or otherwise either by the Tender opening Authority or any Authority in the Corporation.

31.0 SECURITY DEPOSIT

The Contractor shall pay a Security Deposit equal to five percent of the contract sum as security for due fulfillment of the contract, unless otherwise stated in the Tender Documents

The mode of making this deposit is as under.

a) Initial or contract deposit.

A sum, which along with the Earnest Money already paid, amounts to 3% of the contract sum shall be paid within 10 days after receipt of intimation in writing of acceptance of Tender. It is optional to the Contractor to make the contract deposit in any one of the following ways :

- Wholly in cash or.
- Wholly in form of National Saving Certificate pledged in favour of the Corporation or Bank Guarantees / Fixed deposit from Nationalised / Scheduled Banks in the enclosed format.
- Partly in cash and partly in form of National Saving Certificate pledged in favour of the

Corporation or Bank Guarantees / Fixed Deposit from Nationalised / Scheduled Banks in the enclosed format.

b) Retention Money :

The remaining amount of the Security Deposit i.e. 2% shall be recovered from the Contractor's running bills at the rate of five percent and such retention together with the contract deposit made as aforesaid shall not exceed in the aggregate five percent of the contract sum after which such retention will cease.

- c) All compensation or other sums of money payable by the Contractor under the terms of this contract or any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of this Security Deposit/retention money or from the interest arising there from or from any sums which may be due or may become due to the Contractor by the Corporation on any account whatsoever, and in the event of his Security Deposit/retention money being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within 15 days of receipt of notice of demand from the City Engineer make good the deficit.

In the event of the said deposit having been made by the Contractor by delivery to the Corporation by the Guarantee of the Bankers of the Contractor, and of the Contractor under any of the provisions of this contract becoming subject to or liable for any penalty for damages liquidated or unliquidated or of the said deposit becoming forfeited or any breach or failure or determination of contract, then, and in such case the amount of any such penalty or damages and the deposit so forfeited is not previously paid to the Municipal Commissioner, shall immediately on demand be paid by the said Bankers to Corporation and may be forfeited by the Municipal Commissioner under and in terms of the said Guarantee.

32.0 EXECUTION OF CONTRACT DOCUMENT

The successful Tenderer after furnishing Initial Security Deposit, is required to execute an Agreement in duplicate in the form attached with the Tender Documents on a stamp paper of proper value. The proper value at present is Rs. 100/-. The agreement should be signed within a month from the date of acceptance of the Tender. The Contract will be governed by the Contract agreement, the General Conditions of the Contract (G.C.C.), and the Special Conditions of the Contract and other documents as specified in the G.C.C.

33.0 STAMP DUTY, LIGAL AND STATURY CHARGES

It shall be incumbent on the successful Bidder to pay stamp duty for the Contract agreement, as applicable on the date of the execution.

34. LICENCES

The successful Tenderer should comply statutory instruction of contract labour & will be required to produce to the satisfaction of the City Engineer a valid contract labour license issued in his favour under the provision of the Contract Labour License (Regulation and Abolition) 1970, before starting the Work. On failure to do so, the acceptance of the Tender is liable to be withdrawn and also the Earnest Money is liable to be forfeited.

35.0 RIGHTS OF THE CORPORATION

The Corporation reserves the right to suitably increase/reduce the scope of Work put to this Tender. The right to split up the Work in two or more parts is reserved by the Corporation and also the right to award the Work to more than one agency is reserved.

36.0 INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT/CONTRACT DOCUMENT

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, interpretation of the clauses by the Corporation shall be final and binding on all parties.

37.0 NOTICE TO FORM PART OF CONTRACT

Notice of Tender and these instructions shall form part of the contract.

Signature of Tenderer

No. of Corrections

City Engineer

Affidavit (on Rs.100/- Stamp Paper)

Name of Work :-

I.....age.....address.....(A
authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of
the contracting firm / authorized signatory and I am submitting the document in
envelope no.1 fir the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below
:-

1. I am liable for action under Indian Penal Code for submission of any false/ fraudulent paper /
information submitted in envelope no.1.
2. I am liable for action under Indian Penal Code if during contract period and defect liability
period, any false information, false bill of purchases supporting proof of purchase, proof of
testing submitted by my staff, subletting company or by myself, I will be liable for action
under Indian Penal Code.
3. I am liable for action under Indian Penal Code if any paper is found false / fraudulent during
contract period and even after the completion of contract (finalization of final bill).

(Signature of contract)

(seal of company)

Signature of Tenderer

No. of Corrections

City Engineer

Annexure -1

FORM OF BANK GUARANTEE BOND

(On a Rs. 100/- Stamp paper)

In consideration of the Navi Mumbai Municipal Corporation (hereinafter called 'The NMMC') having agreed to exempt _____ (hereinafter called 'the said Contractor(s)') from the demand under the terms and conditions of an Agreement dated _____ made between

_____ and _____ for _____ (hereinafter called "the said Agreement of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.

_____ (Rupees _____ Only) we, _____ (hereinafter referred to as 'the bank') at the request

(indicate the name of the bank)

of _____ [(Contractor (s) do hereby undertake to pay the NMMC an amount not exceeding Rs. _____ against any loss or demand caused to or suffered or would be caused to or suffered by the NMMC by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We _____ do hereby undertake to pay the

(indicate the name of the bank)

amounts due and payable under this guarantee without any demur, merely on a demand from the NMMC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NMMC by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We, undertake to pay to the NMMC any money so demanded not with standing any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.

4. We, _____ further agree that the Guarantee herein (indicate the name of Bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NMMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the City Engineer of NMMC (indicate the name of Administrative Department) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.

5. We _____ further agree with the NMMC that

(indicate the name of Bank)

the NMMC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NMMC against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the NMMC or any indulgence by the NMMC to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s) / Supplier (s).

7. We, _____ lastly undertake not to revoke this

(indicate the name of bank)

guarantee during its currency except with the previous consent of the NMMC in writing.

Dated the day of20

For

(Indicate the name of bank)

UNDERTAKING

(On a Rs. 100/- Stamp paper)

The information / documents submitted by us are true to our knowledge and if the information /documents so furnished shall be found to be untrue or false, the Tender shall be liable to be disqualified and our Earnest Money accompanying Tender will be forfeited. Also I/We aware that if the information / document found to be untrue or false during the currency of Contract, our Contract liable to be terminated.

..... I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the sub-soil conditions regarding all materials (such as stone, murum, sand, etc.) and labour of which I / We have based my / our rates for this Work. The specifications, conditions bore results and lead of materials on this Work have been carefully studied and understood by me / us before submitting this Tender. I / We undertake to use only the best materials approved by the, City Engineer, N.M.M.C. or his duly authorised assistant, before starting the Work and to abide by his decision.

I/ we agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the corporation, should I/we fail to (i) Abide by the stipulation to keep the offer open for the period of 120 days from the date fixed for opening the same and thereafter until it is withdrawn by me/ us by notice in writing duly addressed to the authority opening the Tenders. (ii) Security Deposit as specified in Schedule 'A' and within the time limit laid down in 24 of Detailed Tender Notice. The amount of earnest money may be adjusted towards the security deposit or refunded to me /us if so desired by me/us in writing, unless the same or any part thereof has been forfeit as aforesaid.

Should this Tender be accepted I/ we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeited and pay to NMMC the sums of money mentioned in the said conditions.

Demand draft No.....Dated from the Nationalised/ Scheduled Bank at..... in respect of the sum of *Rs..... is herewith forwarded representing the Earnest Money (a) the full value of which is to be absolutely forfeited to N.M.M.C. should I/ we not deposit the full amount of security deposit specified in the Detailed Tender Notice.

Tenderer
Address

Date the day of 20

Signature of Tenderer

(witness)
Address

Signature of Witness

Annexure -3

FIRM DETAILS

1.	Name of Firm and Class of Registration with Validity date & value of Registration		
2.	Address for communication & Telephone No. E – mail		
3.	Details of Proprietor/Partners/Director		
	Name	Address	Qualification and Experience
4.	Annual Turnover Previous Financial year (Y-1) 2nd Previous Financial year (Y-2) 3rd Previous Financial year (Y-3)		Certified copy of Audited Balance Sheet Profit / Loss statement attested (Yes/No.)
5.	Details of Black Listed & Litigation		
6.	Remarks		

Signature of Proprietor or Authorised person of the Firm

Annexure - 4

Details of Works of similar type and magnitude carried out by the Tenderer (last 3 years)

Name of the tenderer:

Sr. No.	Name of Work	Type of Work	Name of Department & Address	Cost of Work	Date of starting	Stipulated date of completion	Actual date of completion	Remarks
1	2	3	4	5	6	7	8	9
1)								
2)								
3)								

Note: The turnover amount should be certified and audited by CA of firm and separate sheet should be enclosed.

Signature of Tenderer

No. of Corrections

City Engineer

Annexure - 5

List of Work in Hand as on the date of submission of this Tender

Name of the tenderer:

Sr. No.	Name of Work	Name of Department and Address	Work in Hand		Anticipated Date of Completion	Remark
			Tender Cost	Cost of Remaining Work		
1	2	3	4	5	6	7

Signature of Tenderer

No. of Corrections

City Engineer

Annexure - 6

List of Works tendered as on the date of submission of this Tender

Name of the tenderer:

Sr. No.	Name of Work	Name of Department and Address	Works tendered for			Remark
			Estimated Cost	Date when decisions expected	Stipulated date of period of completion	
1	2	3	4	5	6	7

Note: 25% to 50% estimated amount shall be consider based on stipulated period of completion.

Signature of Tenderer

No. of Corrections

City Engineer

Annexure - 7

List of relevant plant and machinery

Name of the tenderer:

Sr. No.	Name of equipment	No. of units	Kind and make	Capacity	Age & Conditions	Present Location	Remarks
1	2	3	4	5	6	7	8
A)	Immediately available						
B)	Proposed to be procured for the Work.						

Signature of Tenderer

No. of Corrections

City Engineer

Annexure - 8

Details of Technical Personnel available with the Contractor

Name of the tenderer:

Sr. No.	Name of Work	Technical Qualification	Whether working in field or in office	Experience of execution of similar Works	Period for which the person is working with the tenderer	Remarks
1	2	3	4	5	6	7

Signature of Tenderer

No. of Corrections

City Engineer

Annexure – 9

AFFIDAVIT

(On a Rs. 500/- Stamp paper)

I/We hereby state that we are aware of the provisions of section 10 (1) 10 (f) and (g) of the BMC Act, 1949, which are reproduced below, and solemnly state that we have no partnership with or any share with any Corporator of this Corporation in our company and are not associated presently or in the past with any of the office bearers or Corporator of the Navi Mumbai Municipal Corporation, either directly or indirectly.

Extract of Sec 10 of MMC Act

- 10 (1) Subject to the Provisions of Section 13 and 404, a person shall be disqualified for being elected and for being a councilor.
- 10 (f) “Subject to the provisions of sub-section (2), has directly or indirectly, by himself or his partner any share or interest in any Contract or employment with, by or on behalf of the Corporation”.
- 10 (g) “Having been elected a councilor is retained or employed in any professional capacity either personally or in the name of a firm in which he is a partner or with whom he is engaged in a professional capacity in connection with any cause or proceeding in which the Corporation or the Commissioner or the Transport Manager is interested or concerned”.

We are aware that the above information if found to be untrue or false, we shall be liable to be disqualified and the Earnest Money accompanying the Tender shall stand forfeited to the Corporation. We are also aware that if the information produced above is found to be untrue or false during the currency of the Contract, we shall be held to be in default and the Contract, if any awarded to us, shall be terminated with all its concurrences.

Tenderer
Address
Date the day of 20

Signature of Tenderer

Witness
Address
Date the day of 20

Signature of Witness

Schedule B (WSS) – Navi Mumbai Municipal Corporation

Schedule B

**SCHEDULE B
TO THE TENDER
FOR A PERFORMANCE-BASED SERVICE CONTRACT
FOR THE PROVISION OF WATER SUPPLY SERVICES**

Signature of Tenderer

No. of Corrections

City Engineer

Name of work: Comprehensive Contract for Operation and Maintenance of Water Supply pump houses alongwith the Water Supply Distribution System in Digha Ward Area. (H-Ward)

Tender Notice No. NMMC/ CE/ B-2 /77(7)/ 2023-24

SCHEDULE 'B'

Description of Services		Annual contract price in Rupees
1.	Comprehensive Contract for Operation and Maintenance of Water Supply pump houses alongwith the Water Supply Distribution System in Digha Ward Area. (H-Ward)	
(In words Rupees ----- -----)		
Cost of Operation and Maintainance For Five years = 5x1		Rs.
(In words Rupees ----- -----)		

- The rates quoted by agency shall be inclusive of all taxes, levies and duties except GST. 18% GST Shall be paid separately, if applicable as per GST notification.
- The bidder are allowed to participate in more than one works of similar nature. If the bidder is L1 for two or more than two works in that case the same work shall not be located to single bidder. Only single work of highest tender value from all the applied work shall be awarded to the bidder.
- If any bidder is L1 for more than one works, the L2 bidder will be asked to match the price of L1 bidder and shall be declared as the successful bidder.
- If the L2 bidder do not agree/willing to match the quote of the L1 bidder in that case, the tender will be cancelled and Re-tender.

Signature & Seal of Bidder

Signature of Executive Engineer

Signature of Tenderer

No. of Corrections

City Engineer

**SCHEDULE C
TO THE TENDER
FOR A PERFORMANCE-BASED SERVICE CONTRACT
FOR THE PROVISION OF WATER SUPPLY SERVICES**

Signature of Tenderer

No. of Corrections

City Engineer

PART-A

**Name of work: Comprehensive Contract for Operation and Maintenance of Water Supply pump houses
alongwith the Water Supply Distribution System in Digha Ward Area. (H-Ward)**

Tender Notice No. NMMC/CE / B-2 /77(7)/ 2023-24

Digha Ward

Zone 18, (I) Sub Zone : – WD-IV & WD-II

(A) Valves in Zone (Digha(east/west), Namdeo nagar, Bindumadhav nagar, Krishnawadi, , Sanjay Gandhi nagar)

*** a) New Water Supply Valve**

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valves	Sluice Valve	100	12	5	In operating condition	
		150	24			
		200	2			
		250	3			
		300	4			
		400	1			
		450	1			
	Air Valve	50	6			
		100	0			
	Total		53 Nos.			

(b) Existing old Network

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valves	Sluice Valve	80	3	10	In operating condition	
		150	2			
	Gate Valve	50	3			
		80	0			
	Air Valve	25	2			
	Total		10 Nos.			

Signature of Tenderer

No. of Corrections

City Engineer

D-2

(B) Distribution Network – Sub Zone : - **WD-IV & WD-II** (Digha(east/west), Namdeo nagar, Bindumadhav nagar, Krishnawadi, , Sanjay Gandhi nagar)

* a) **New Water Supply Network**

Pipe lines	Material	Diameter in mm	Length in Rmt	Age in Years	Operating Condition	Proposed Work by NMMC
Pipeline	Ductile Iron pipe (D-I K-7) Grade	100	716.0	8 Years	In operating Condition.	
		150	4804.7			
		200	546.0			
		250	388.0			
		300	319.0			
		350	73.7			
		400	644.0			
	M.S.	350	-			
		400	-			
		500	-			
		600	-			
G.I.	15 to 80	691.0				
Total			8182.4			

b) Existing old Network

Pipe lines	Material	Diameter in mm	Length in Rmt	Age in Years	Operating Condition	Proposed Work by NMMC
Pipeline	Galvanised Iron	15 to 100	661	15	In operating condition	
	Cast Iron	80	76	15		
		100	437			
		150	180			
Total			1354 Rmt			

Signature of Tenderer

No. of Corrections

City Engineer

(c) Water meter / NRV / Strainer – Sub Zone : WD-IV & WD-II

Component	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Water meter / NRV/ Strainer	TTV/03 at Digha Village	150	1	6	In operating condition	
Sub-Water meter / NRV/ Strainer	Sanjay Gandhi Nagar	100	1	6	In operating condition	
Total			2			

Signature of Tenderer

No. of Corrections

City Engineer

(II) Sub Zone : WD-III (Vishnunagar, Pandharinagar, Vijaynagar)

Component	Description / Specification	Age in Years	Operating Condition	Proposed Work by NMMC
(a) Meter room	Size – 2.1 M x 2.1 M = 4.41 M ²	20	In good Condition.	

(A) Valves in Zone

*** a) New Water Supply Network**

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valves	Sluice Valve	100	12	8	In operating condition	
		150	7			
		200	2			
		250	4			
		300	1			
	Air Valve	50	16			
		100	16			
	Total		58 Nos.			

b) Existing old Network

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valves	Sluice Valve	80	1	10	In operating condition	
		100	2			
		150	1			
		200	2			
	Gate Valve	50	2			
	Air valve	25	2			
	Total		10 Nos.			

Signature of Tenderer

No. of Corrections

City Engineer

(B) Distribution Network – Sub Zone : WD-III (Vishnunagar, Pandharinagar, Vijaynagar)

* a) New Water Supply Network

b) Existing old Network

Pipe lines	Material	Diameter in mm	Length in Rmt	Age in Years	Operating Condition	Proposed Work by NMMC
Pipeline	G.I.	15 to 80	272	15	In operating condition	

Pipe lines	Material	Diameter in mm	Length in Rmt	Age in Years	Operating Condition	Proposed Work by NMMC
Pipeline	Ductile Iron pipe (D-I K-7) Grade	100	1249.0	5 Years	In operating Condition.	
		150	1807.8			
		200	88.0			
		250	802.09			
		300	1209.6			
		350	-			
	M.S.	400	695.0			
		350	-			
		400	-			
		500	-			
	G.I.	600	-			
		15 to 80	1264.0			
Total		7116.30				

	C.I.	80	45			
		100	296			
		150	248			
		200	1030			
	D.I.	100	225			
Total		2116	Rmt			

Signature of Tenderer

No. of Corrections

City Engineer

(d) Water meter / NRV / Strainer – Sub Zone : WD-III

Component	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Water meter / NRV/ Strainer	TTV/26 at Vishnu Nagar	100	1	6	In operating condition	
Total			1 No.			

Signature of Tenderer

No. of Corrections

City Engineer

(III) Sub Zone : WD-I/A & I/B (Ilthanpada, Subhashnagar)**Subhash Nagar GSR complex**

Component	Description / Specification	Age in Years	Operating Condition	Proposed Work by NMMC
(a) Ground reservoir	(i) RCC circular tank (ii) Capacity - 0.8 ML	15	In good Condition.	
(b) Pump house (pump room Generator room, Chlorinator room)	(i) Rectangular pump house (ii) Total Area - 118.43 sqm. (iii) Construction - RCC framed structure with brick walls and RCC roof.	15	In good Condition.	
*(d) Pumping Machinery - process of supplying of water directly through ESR /HSR is in progress at various ESR's /HSR's as per availability water at source. Due to this pumping operation from GSR/MBR may be minimized.				
(Present monthly power consumption is 345 KWH units)				
(i)a Pump Set 3	Type - Centrifugal pump HP - 40 Discharge - 1560 Lpm. Head - 38 m Make - Kirloskar Ltd.	6 Month		
(ii) V.T.Pump 1	Type - V T pump HP - 40 Discharge - ---- Lpm. Head - ---- m Make - -----	10		
(iii) Booster Pump	Type - Centrifugal pump HP - 20 Discharge - ---- Lpm. Head - ---- m Make - -----	10		
iv) Cables	Size-4c x 35 mm2 & Length ---- m		In good condition	
(vi) Panel Board	Rating - 20 Hp star delta	10	In good condition.	
	Make - Allied Electrical (power tec)			
(vi) Generator	Rating - 20 KVA.	10	Not Working.	

Signature of Tenderer

No. of Corrections

City Engineer

*NMMC has laid new Booster pump as mentioned above. The defect liability period upto 1/05/2017, The contractor will be carry out repair work of this network if required.

Component	Description / Specification	Age in Years	Operating Condition	Proposed Work by NMMC
(d) Chlorination				
(i) Room	Area - 12.81 Sqm.	15	In good condition.	
(ii) Chlorinator	Capacity - 2 kg/hour	15	In good condition.	
(e) Other structure				
(iv) Compound wall	Length - 111.15 Rmt Height - 3.0 m Structure - Brick work/ RCC Work.	15	In good condition.	
(v) Watchman room	Area 17.61 Sqm. Structure RCC framed structure with brick wall and RCC roof	15	In good condition.	
(iii) Area lighting	No. of fittings - Wall mounted-4 Nos. Cable size & length - 2.5mm2 S. V. Lamps - 4 Nos –150w	15	In good condition.	

Signature of Tenderer

No. of Corrections

City Engineer

(f) Valves of Complex

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valves	NRV	150	3	15	In operating condition	
		300	1	10		
	Sluice valve	150	3	8	In operating condition	
	*Plunger valve	300	1	8		

Component	Description / Specification	Age in Years	Operating Condition	Proposed Work by NMMC
(a) Meter room	Size – 2.1 M x 2.1 M = 4.41 M²	15	In good Condition.	

(g) Valves in Zone WD-I/A & I/B* a) New Water Supply Valve

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valves	Sluice Valve	100	11	5	In operating condition	
		150	13			
		200	3			
		250	5			
		300	2			
		400	3			
		450	-			
	Air Valve	50	8			
		100	5			
		Total	50 Nos.			

Signature of Tenderer

No. of Corrections

City Engineer

b) Existing old Network

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valves	Sluice Valve	80	3	10	In operating condition	
		100	7			
		150	2			
		200	4			
		250	2			
	Gate Valve	50	0			
	Air valve	25	2			
Total			20 Nos.			

Signature of Tenderer

No. of Corrections

City Engineer

(h) Distribution Network – Sub Zone : WD-I/A & I/B (Ilthanpada, Subhashnagar)

* a) New Water Supply Network

b) Existing old network

Pipe lines	Material	Diameter in mm	Length in Rmt	Age in Years	Operating Condition	Proposed Work by NMMC
Pipeline	G.I.	15 to 50	315	10	In operating condition	

Pipe lines	Material	Diameter in mm	Length in Rmt	Age in Years	Operating Condition	Proposed Work by NMMC			
Pipeline	Ductile Iron pipe (D-I K-7) Grade	100	992.0	5 Years	In operating Condition.				
		150	4844.2						
		200	373.39						
		250	914.41						
		300	-						
		350	-						
		400	430.0						
	M.S.	350	-						
		400	-						
		500	-						
		600	-						
	G.I.	15 to 80	1185.0						
	Total						8739.00		

	C.I.	80	95			
		100	810			
		150	505			
		200	705			
		250	450			
Total		2880	Rmt			

(c) Water meter / NRV / Strainer – Sub Zone : WD-I/A & I/B

Signature of Tenderer

No. of Corrections

City Engineer

Component	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Water meter / NRV/ Strainer	TTV/73 at Ilthanpada	100	1	6	In working condition	
Water meter / NRV/ Strainer	TTV/97 at Suhashnagar	150	1	3	In working condition	
Total			2			

Signature of Tenderer

No. of Corrections

City Engineer

(IV) Sub Zone : WD-VI (Ramnagar)

Component	Description / Specification	Age in Years	Operating Condition	Proposed Work by NMMC
(a) Meter room	Size – 2.1 M x 2.1 M = 4.41 M2	18	In good condition	

(b) Valves in Zone WD-VI

*** a) New Water Supply Valve**

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valves	Sluice Valve	100	6	5	In operating condition	
		150	5			
		200	-			
		250	3			
		300	-			
		400	-			
		450	-			
	Air Valve	50	2			
		100	1			
	Total		17 Nos.			

b) Existing Old network

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valves	Sluice Valve	80	2	15	In operating condition	
		100	3			
		150	1			
	Gate Valve	50	1			
		Total				

Signature of Tenderer

No. of Corrections

City Engineer

(d) Distribution Network – Sub Zone : **WD-VI** Ramnagar

* a) **New Water Supply Network**

Pipe lines	Material	Diameter in mm	Length in Rmt	Age in Years	Operating Condition	Proposed Work by NMMC
Pipeline	Ductile Iron pipe (D-I K-7) Grade	100	1229.0	5 Years	In operating Condition.	
		150	2304.5			
		200	138.0			
		250	138.0			
		300	22.0			
		350	88.0			
		400	125.0			
G.I.	15 to 80	-				
Total			4044.5			

b) Existing old network

Pipe lines	Material	Diameter in mm	Length in Rmt	Age in Years	Operating Condition	Proposed Work by NMMC
Pipeline	G.I.	15 to 50	375	15	In operating condition	
	C.I./DI	80	510			
		100	925			
		150	275			
Total			2085 Rmt			

(c) Water meter / NRV / Strainer – Sub Zone : **WD-VI**

Component	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Water meter / NRV/ Strainer	TTV/58 at Ram Nagar	100	1	4	In operating condition	
Total			1			

Signature of Tenderer

No. of Corrections

City Engineer

(V) SUB ZONE : WD-VII (ISWARNAGAR, ANAND NAGAR, BALINAGAR, SADGURU NAGAR)

(a) Valves in Zone

*** a) New Water Supply Valve**

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valves	Sluice Valve	100	5	5	In operating condition	
		150	7			
		200	3			
		250	7			
		300	1			
		400	1			
		450	-			
	Air Valve	50	2			
		100	1			
	Total		27 Nos.			

b) Existing old network

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valves	Sluice Valve	80	-	15	In operating condition	
		100	5			
		150	2			
		200	2			
		250	1			
	Air valve	25	1			
		80	-			
	Gate Valve	50	1			
		Total				

Signature of Tenderer

No. of Corrections

City Engineer

(b) Distribution Network – Sub Zone : WD-VII (Iswarnagar, Anand nagar, Balinagar, Sadguru nagar)

*** a) New Water Supply Network**

Pipe lines	Material	Diameter in mm	Length in Rmt	Age in Years	Operating Condition	Proposed Work by NMMC
Pipeline	Ductile Iron pipe (D-I K-7) Grade	100	1655.0	5 Years	In operating Condition.	
		150	2602.5			
		200	325.61			
		250	1291.5			
		300	271.0			
		350	-			
		400	422.0			
	M.S.	350	-			
		400	-			
	G.I.	15 to 80	450			
	50	1200	New laid			
Total			8217.61			

*NMMC has laid new 50 mm G.I. line as mentioned above. The defect liability period upto 9/10/2017, The contractor will be carry out repair work of this network if required.

b) Existing old network

Pipe lines	Material	Diameter in mm	Length in Rmt	Age in Years	Operating Condition	Proposed Work by NMMC
Pipeline	G.I.	15 to 80	659	15	In operating condition	
	C.I.	80	115			
		100	651			
		150	372			
		200	695			
		250	1025			
Total			3517 Rmt			

Signature of Tenderer

No. of Corrections

City Engineer

c) Water meter / NRV / Strainer – Sub Zone : WD-VII

Component	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Water meter / NRV/ Strainer	TTV/79 at Ishwar Nagar	100 mm dia	1	6	In operating condition	
Total			1			

(VI) Sub Zone : WD-VIII (Ganpatipada, Phulenagar, Savatrinagar)

Component	Description / Specification	Age in Years	Operating Condition	Proposed Work by NMMC
(a) Meter room	Size – 2.1 M x 2.1 M = 4.41 M²	12	In good condition	

(b) alves in Zone

* a) New Water Supply Valve

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valves	Sluice Valve	100	4	5	In operating condition	
		150	11			
		200	2			
		250	-			
	Air Valve	50	1			
		100	1			
		Total	19 Nos.			

b) Existing old network

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valve	Sluice valve	100	2	15	In operating condition	
		150	2			
	Gate Valve	50	4			
	Air valve	25	1			
Total			9 Nos.			

(c) Distribution Network – Sub Zone : **WD-VIII** (Ganpatipada, Phulenagar, Savatrinagar)

Signature of Tenderer

No. of Corrections

City Engineer

* a) **New Water Supply Network**

Pipe lines	Material	Diameter in mm	Length in Rmt	Age in Years	Operating Condition	Proposed Work by NMMC
Pipeline	Ductile Iron pipe (D-I K-7) Grade	100	765.0	5Years	In operating Condition.	
		150	2622.0			
		200	245.0			
		250	235.0			
		300	-			
		350	-			
	M.S.	400	-			
		350	-			
		400	-			
		500	-			
	G.I.	600	-			
15 to 80		1225.0				
Total		5092.00				

6

.b) **Existing old network**

Pipe lines	Material	Diameter in mm	Length in Rmt	Age in Years	Operating Condition	Proposed Work by NMMC
Pipeline	G.I. C.I.	15 to 50	1016	15		
		80	358			
		100	346			
		150	185			
Total			1905 Rmt			

(c) **Water meter / NRV / Strainer – Sub Zone : WD-VIII**

Component	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Water meter / NRV/ Strainer	TTV/25at Ganpati Pada	100	1	4	In operating condition	
Total			1			

Signature of Tenderer

No. of Corrections

City Engineer

**(VII) [Sub Zone : WD-V :- Sathenagar, Ganeshnagar, Ambedkar Nagar, Durganagar, Bindumadhav Nagar (Part)
Krishnawadi (Part)**

Sathe Nagar GSR

Component	Description / Specification	Age in Years	Operating Condition	Proposed Work by NMMC
(a) Ground reservoir	(i) RCC circular tank (ii) Capacity - 0.5 ML	15	Newly Constructed.	
(c) Pump house (Pump room, Generator room, Chlorinator room)	(i) Rectangular pump house (ii) Total Area - 120.42 Sqm. (iii) Construction - RCC framed structure with brick walls and RCC roof.	15	Newly Constructed.	
*(d) Pumping Machinery - process of supplying of water directly through ESR /HSR is in progress at various ESR's /HSR's as per availability water at source. Due to this pumping operation from GSR/MBR may be minimized.				
(Present monthly power consumption is 625 KWH units)				
(i) Pump Set 1 and 2	Type - Centrifugal pump HP - 20 Discharge - 1560 Lpm. Head - 38 m Make - Jyoti Ltd.	15	In good Condition.	
(i) Pump Set 1 and 2	Type - Centrifugal pump HP - 40 Discharge - 1560 Lpm Head - 38 m Make - Kirloskar	6 month	In good Condition.	
ii) Cables	Size-4cx35mm2 Length-50m		In good condition	
(iii) Panel Board	Rating - 20Hp, 40Hp star delta	20hp -10	In good condition.	

Signature of Tenderer

No. of Corrections

City Engineer

	Make	- Allied Electrical (Power tec)	Y 6 Month For 40 Hp Pump		
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Component	Description / Specification	Age in Years	Operating Condition	Proposed Work by NMMC
(iv) Generator	Rating - 20 KVA	15	Not Working.	
(e) Chlorination		3		
(i) Room	Area - 12.61 sqm.		In good condition.	
(ii) Chlorinator	Capacity - 2 kg/hour	15	In good condition.	
(f) Other structure		15		
(iv) Compound wall	Length - 124.60 Rmt Height - 3.0 m Structure - Brick work / RCC Work.	15	In good condition.	
(iii) Area lighting	No. of fittings -- Wall mounted-4 Nos Cable size & length - 2.5mm2 S. V. Lamps - 4 Nos –150w	15	In good condition.	

Signature of Tenderer

No. of Corrections

City Engineer

(g)Valves of Complex

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valve	NRV	150	2	10	In operating condition	
		200	2			
	Sluice valve	150	2			
		200	2			
	*Plunger valve	300	1	3	In operating condition	
			Total	9 No		

Signature of Tenderer

No. of Corrections

City Engineer

(VI) Sub Zone : WD-V

Component	Description / Specification	Age in Years	Operating Condition	Proposed Work by NMMC
(a) Meter room	Size – 5.1 M x 4.1 M = 9.41 M2	5	In good condition	

(b) Valves in Zone

* a) New Water Supply Network

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valves	Sluice Valve	100	5	5	In operating condition	
		150	12			
		200	1			
		250	3			
		300	2			
		400	2			
		450	-			
	Air Valve	50	-			
		100	-			
	Total		19 Nos.			

b) Existing old network

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valves	Gate Valve	50	2	20	In operating condition	
	Total		2 Nos.			

Signature of Tenderer

No. of Corrections

City Engineer

(c) Distribution Network – Sub Zone : WD-V

* a) New Water Supply Network

b) Existing old network

Pipe lines	Material	Diameter in mm	Length in Rmt	Age in Years	Operating Condition	Proposed Work by NMMC
Pipeline	G.I.	15 to 50	216	20	In operating	

Pipe lines	Material	Diameter in mm	Length in Rmt	Age in Years	Operating Condition	Proposed Work by NMMC
Pipeline	Ductile Iron pipe (D-I K-7) Grade	100	-	5 Years	In operating Condition.	
		150	1622			
		200	325			
		250	757			
		300	-			
		350	-			
		400	159			
	M.S.	350	-			
		400	31.80			
		500	-			
		600	-			
	G.I.	15 to 80	1250.0			
	Total			4144.80		
	C.I.	80	861			
		100	569			
		150	361			
		200	105			
Total			2112 Rmt			

Signature of Tenderer

No. of Corrections

City Engineer

Bore Wells - Digha.

Descriptions	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Borewells	61	20 Borewell -7 Y 41 Borewell 2 Y	In operating condition	
Total	61			

Open Wells - Digha.

Descriptions	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Open well	9	30	In operating condition	
Total	9			

Open Well Moter- Digha

Component	Description / Specification	Age in Years	Operating Condition	Proposed Work by NMMC
Moter	2 Hp - 10 Nos	10		

Booster Pump Various - Digha

Component	Description / Specification	Age in Years	Operating Condition	Proposed Work by NMMC
Pump	20 Hp - 3 Nos	2		
	12.5 Hp - 2 Nos	2		
	30 Hp - 1 Nos	2		

Signature of Tenderer

No. of Corrections

City Engineer

Itanpada Dam Area - Digha

Component	Description / Specification	Age in Years	Operating Condition	Proposed Work by NMMC
Sumercial Pump	15 Hp - 2 Nos	10		
Cable	Size-4cx16mm2 Length-380m	10		
Pipe	Length – 400mtr	10		
Panel Board	2 Nos	10		

R.O. Unit - Digha.

Descriptions	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
R.O. Unit	6	6 Month	In operating condition	
Total	6			

R.O.Unit Various Area - Digha

Component	Description / Specification	Age in Years	Operating Condition	Proposed Work by NMMC
Pump	1 Hp - 6 Nos 5 Hp - 6 Nos	1		
Cable	Size-2cx16mm2 Length-380m	1		
Panel Board	6 Nos	1		
Tank	Sintex Water Tank 2000 ltr - 6 Nos Sintex Water Tank 1000 ltr - 6 Nos Fiter Tank 70kg - 12 Nos	1		

Signature of Tenderer

No. of Corrections

City Engineer

Shed	Size – 4.1 M x 3.1 M = 7.41 M2 - 6 Nos	1		
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(VII) Sub Zone : WD-V :- All Digha Node

ESR and GSR on OS1 (AM-5) Plot

Component	Description / Specification	Age in Years	Operating Condition	Proposed Work by NMMC
(a) Ground reservoir	(i) RCC circular tank G.S.R.- 5.50 MLD Capacity - 5.50 ML (ii) E.S.R. – 2.00 MLD Capacity - 2.00 ML		Work in Progress Work Will be Completed 23/07/2024	
(c) Pump house (Pump room, Generator room, Chlorinator room)	(i) Rectangular pump house (ii) Total Area - 961.11 Sqm. (iii) Construction - RCC framed structure with brick walls and RCC roof.		Work in Progress Work Will be Completed 23/07/2024	
*(d) Pumping Machinery - process of supplying of water directly through ESR /HSR is in progress at various ESR's /HSR's as per availability water at source. Due to this pumping operation from GSR/MBR may be minimized.				
(i) Pump Set 1,2,3 and 4	Type - Centrifugal pump HP - 100 Discharge - 421 cu.m Head - 40 m Make - Kirloskar Ltd.		Work Progress Work Will be Completed 23/07/2024	
(i) Pump Set 1 and 2	Type - Centrifugal pump HP - 150 Discharge - 734 cu.m Head - 35 m Make - Kirloskar Ltd.		Work in Progress Work Will be Completed 23/07/2024	
ii) Cables				

Signature of Tenderer

No. of Corrections

City Engineer

(iii) Panel Board	Rating	- HT Panel 630A, 11KV/22KV MCC Panel -415V APFC Panel -415V L.T Control Panel		Work in Progress Work Will be Completed 23/07/2024	
	Make	- Allied Electrical (Power tec)			

Signature of Tenderer

No. of Corrections

City Engineer

Component	Description / Specification	Age in Years	Operating Condition	Proposed Work by NMMC
(iv) Generator	Rating - 500 KVA			
(v) Transformer	Nos - 2			
(e) Chlorination				
(i) Room	Area - 220.00 sqm.			
(ii) Chlorinator	Capacity - 2 kg 2 Nos			
(f) Other structure				
(iv) Compound wall	Length - Height - Structure -			
(iii) Area lighting	No. of fittings -- Cable size & length - S. V. Lamps -			

(g) Valves of Complex

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valve	NRV	400	2			
		450	1			
	Sluice valve	400	2			
		450	1			
	*Plunger valve	300				
	Total	No				

Signature of Tenderer

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City Engineer

(b) Valves in Zone

* a) New Water Supply Network

Valves	Descriptions	Diameter in mm	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Valves	Sluice Valve	150	4	3	Work in Progress Work Will be Completed 23/07/2024	
		200	4			
		250	4			
		300	4			
		400	4			
		450	8			
		500	2			
	Air Valve	100	6			
		Total	Nos.			

(c) Distribution Network – Sub Zone : WD-V

* a) New Water Supply Network

Pipe lines	Material	Diameter in mm	Length in Rmt	Age in Years	Operating Condition	Proposed Work by NMMC
Pipeline	Ductile Iron pipe (D-I K-9) Grade	200	24		Work in Progress Work Will be Completed 23/07/2024	
		250	1098			
		300	486			
		350	346			
		400	945			
		450	1108			
		500	163			
	M.S.	350	-			
		400	-			
		500	-			
		600	-			
	G.I.	15 to 80	-			
	Total	4170.00				

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Free cool Water Stall - Digha

Descriptions	Nos.	Age in Years	Operating Condition	Proposed Work by NMMC
Digha Naka	1	6Month		
Near Sai Temple, Digha Talav	1	6Month		

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No. of Corrections

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Part II

Conditions of Contract

**CONDITIONS OF CONTRACT
PART II TO THE TENDER
FOR A PERFORMANCE-BASED SERVICE CONTRACT
FOR THE PROVISION OF WATER SUPPLY SERVICES**

Signature of Tenderer

No. of Corrections

City Engineer

PROFORMA OF AGREEMENT

AGREEMENT

FOR.....

....

Made at Navi Mumbai this day of the year Two Thousand and Three between Navi Mumbai Municipal Corporation having its Registered office at 1st Floor, Belapur Bhavan, CBD Belapur, Navi Mumbai, (hereinafter called the Corporation) of the one part and having its registered office at (herein-after called the Operator) of the other part.

WHEREAS

The Corporation being desirous of awarding the Operations and which the Contractor is desirous of executing, the details of which are mentioned, enumerated or referred to in the Tender Notice, Detailed Tender Notice, Conditions of Contract and the Tender of the Operator, copies of all of which are hereto annexed.

AND WHEREAS

The Corporation has accepted the Tender of the Operator for the execution of the said Operations at the rates stated in the Schedules and upon the terms and conditions here in after agreed to.

AND WHEREAS

The Operator has deposited with the Corporation a sum of Rs. (Rupees only) being the Initial Security Deposit payable by the Operator and has undertaken to pay the balance amount of the Security Deposit by allowing the Corporation to deduct the same from the amounts payable to the Operator and to be retained by the Corporation until the completion of the said Contract.

NOW THIS AGREEMENT WITNESS AND IT IS HERE BY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS.

A. Definitions

1. Documents

“**Acceptance Letter**” means the document from the Corporation addressed to the Operator indicating acceptance of the Contract Price and its acceptance of the Operator as the preferred Party to carry out the Operations under this Contract.

“**Contract**” means this Contract between the Corporation and the Operator, including the Conditions and Appendices; the Acceptance Letter, and any other documents expressly included specifically therein.

“**Operator's Bid**” is the completed Bidding Document submitted by the Operator to the Corporation. The term “Operator’s Bid” and “Tender” have been used synonymously.

2. Persons

“**Authority**” means any agency, legislative, judicial or executive authority, department, ministry, public or statutory person, whether autonomous or not, of the Government of India or Government of Maharashtra or any Local Authority including the Corporation or any other sub-division or instrumentality of any thereof.

“**Competent Authority**” is the Person or Persons appointed by the Corporation and notified to the Operator, who shall be responsible for supervising the Operator, administering the Contract, certifying payments due to the Operator, and awarding extensions of time. The Corporation may also appoint any Person or Persons to

Signature of Tenderer

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assist the Competent Authority and provide project management Operations for this Contract. Any Person or Persons appointed by the Corporation to carry out the responsibilities of the Competent Authority and assist it, shall be termed as the “Competent Authority’s Representative”.

“**Corporation**” means Navi Mumbai Municipal Corporation as incorporated under the Bombay Provincial Municipal Corporations Act, 1949.

“**Customer**” means the citizen of Navi Mumbai Municipal Corporation and the industrial units and other customers within the Service Area receiving Service by means of the operations of the Facilities and/or System.

“**Municipal Commissioner**” shall mean the Municipal Commissioner of Navi Mumbai Municipal Corporation, for the time being holding that office and also its successor and shall include any officer authorized by it. The Municipal Commissioner shall, subject to the provisions of relevant sections of the Acts applicable, act as the Corporation’s representative for the purposes of this Contract.

“**Operator**” means X Ltd. & Y Ltd., acting jointly and severally, and its legal successors in title, but not (except with the consent of the Corporation) any assignee, whose Bid to carry out the Operations has been accepted by the Corporation. The term “Operator” in this document has been used synonymously with the term “Tenderer” in the Detailed Tender Notice and shall mean the preferred Party to carry out the Operations under this Contract.

“**Party**” means either the Corporation or the Operator; one of the parties to this Contract, and “Parties” means both the parties to this Contract.

“**Person**” means any natural person, firm, corporation, company, voluntary association, partnership, joint venture, trust, incorporated organization, unincorporated organization, Authority or other entity, having legal capacity to sue and be sued in its name.

“**Subcontractor**” means any Person named in this Contract as a subcontractor, manufacturer or supplier for a part of the Operations or any Person to whom a part of the Operations has been subcontracted in accordance with this Contract, and the legal successors in title to such Person, but does not include any assignee of such Person.

“**Successor Operator**” means the Corporation and any Person appointed by the Corporation to become the Operator of the Facilities and/or System following the Termination Date or Completion Date, as the case may be.

3. Dates, Times and Periods

“**Commencement Date**” means the date when the Operator shall commence its Operations.

“**Completion Date**” is the date of completion of the Operations and as certified by the Competent Authority.

“**Contract Period,**” means the tenure of the Contract, upon completion of which this Contract terminates. The tenure is said to have commenced from the Commencement Date and terminates on the Completion Date or the Termination Date, as applicable.

“**Operating Year**” means each successive period, the first such period commencing on the date on which the operations period commences and ending three hundred and sixty-five (365) days later, and each subsequent period commencing on the expiration of the previous period and ending at the end of the duration mentioned above.

“**Termination Date**” means the date on which the Contract is terminated by way of defaults of either the Corporation or the Operator, or as a result of a Force Majeure

event, or as indicated in these Conditions of Contract.

4. **Money and Payments**

“Contract Price” is the payment made by the Corporation, to the Operator, for the Operations carried out and is as specified in the Acceptance Letter.

“Security Deposit” means the deposit provided by the Operator, as a performance guarantee under this Contract.

“Tax” means the Indian Tax, duty, levy, and charge whatsoever charged, imposed or levied by Central, State or Local Governments or any Authority together with any interest and penalties in relation thereto.

5. **Other Definitions**

“Additional Improvement Works” means the improvement works identified by the Operator, thirty (30) days after the Commencement Date and on carrying out a detailed physical inspection of the System, towards improving the performance of the Facilities and/or System.

“Appendices” means the appendices to this Contract, detailing out asset information, maps and drawings, performance standards, records, reports and Operator staff requirement.

“Facilities” means the pumping stations and storage reservoirs site and all utilities and structures constructed thereon, the access arrangements, utilities such as electrical and water supply lines, and all other appurtenances and meters, etc., complete and “Facility” means any one of them.

“Good Operating Practices” means the standards, practices, methods and procedures as practiced in India and conforming to all technical requirements, law, directive, clearances and the requirements of any Authority and that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled, prudent and experienced Operator, engaged in the same type of undertaking under the same or similar circumstances as the Operator pursuant to this Contract.

“Corrupt Practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Corporation, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.

“Gross Misconduct” means any reckless breach or disregard of the provisions of this Contract by the Operator.

“Improvement Works” means the works identified by the Operator, after carrying out a due diligence of the Facilities and/or System, at the Tender stage and towards improving the performance of the Facilities and/or System.

“Law” includes any constitutional provision, statutes, laws, decrees, ordinance, subordinate legislation, orders, rules or regulations having the force of law and rules of civil and common law and equity.

“Operations” means the operation and maintenance of the Facilities and/or System including manning, operating, inspection, repair and other operations required for fulfilling the Operator’s obligations under the Contract.

“Service Area” means in relation to Operations under this Contract, the area covered by the existing Facilities and/or System and as indicated in the Appendices

to the Contract.

“**Site**” means the land, spaces; waterways, roads, water wells and any surface or sub-surface on or under which the Facilities and/or System are to be operated and maintained identified in accordance with this Contract.

“**System**” means the water distribution and conveyance system.

“**Works**” means the new capital works, major maintenance or repair, refurbishment and replacement, taken up by the Corporation.

“**WPI**” means the Wholesale Price Index of India notified from time to time, or in the event of such index, no longer being available or being withdrawn, then any appropriate successor or alternate index.

B. Representation and Warranty

6. Representations and Warranties of Parties

6.1 Each Party hereto represents and warrants that:

- (a) It has full power and authority to execute, deliver and perform this Contract and to carry out the transactions contemplated herein under Applicable Law and the laws of the jurisdiction of its incorporation;
- (b) It has taken all necessary action to authorize the execution, delivery and performance of this Contract;
- (c) This Contract constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof;
- (d) Its representations shall stand true and valid for the term of this Contract, including extension thereof, and it shall have an obligation to disclose to the other Party as and when any of its representations ceases to be true and valid; and
- (e) It is subject to civil and commercial law with respect to this Contract and it hereby expressly and irrevocably waives any sovereign immunity in any jurisdiction.

7. Additional Representations of Operator

7.1 The Operator represents and warrants for the term of this Contract that:

- (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
- (b) It has the requisite experience, expertise and skills to manage, operate and maintain the Facilities and/or Systems and carry out the Operations under this Contract; and
- (c) Prior to executing this Contract, the Operator has conducted a due diligence audit to its satisfaction in respect of the Corporation, contractual structure for carrying out the Operations, condition of the Facilities and/or Systems, Applicable Laws and clearances and all matters related to this Contract. The Operator is entering into this Contract on the basis of its own satisfaction based on its due diligence audit.

C. Interpretation and Contract Structure

8. Interpretation & Law

8.1 In interpreting this Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Competent Authority will provide instructions clarifying queries about any Part of this Contract.

8.2 The language of this Contract Document is **English** and the law, which applies to

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this Contract, shall be the **Law of the Republic of India**.

9. Contract Structure

- 9.1 Both Parties recognize that this Contract contains the entire Contract between the Parties with respect to the subject matter hereof and expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous Contracts and understandings between the Parties with respect thereto and each of the Parties acknowledges and confirms that it does not enter into this Contract in reliance on any representation, warranty or other undertaking not fully reflected in the terms of this Contract.
- 9.2 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) This Contract Agreement, Conditions and Appendices;
 - (b) Acceptance Letter
 - (c) The Detailed Tender Notice;
 - (d) Minutes of pre-bid meetings and amendments; and
 - (e) Operator's Bid.
- 9.3 If any provision or part of this Contract be declared invalid, unenforceable or illegal by the court of any jurisdiction to which it is subject, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions or parts of this Contract which shall continue in full force and effect, notwithstanding such invalidity, unenforceability or illegality.
- 9.4 If either Party breaches or defaults on any part of this Contract, such default of one part shall be treated as defaults of all other parts of this Contract. The Party in breach or default would also be liable for the carry-over default of other parts of this Contract, including the forfeiture of Security Deposit thereof.

10. Communications

- 10.1 Communications between Parties, which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).
- 10.2 Subject to as otherwise provided in this Contract all notices to be issued on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Competent Authority or any representative for the time being entrusted with the functions, duties and powers of the Competent Authority.
- 10.3 All instructions, notices, communications, etc. under the Contract shall be given in writing and shall be either in Marathi or English. If sent by registered post to the last known place or abode or business of the Operator shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

D. Commencement of Operations

11. Contract Period

- 11.1 The Operator shall commence Operations from the Commencement Date and shall arrange for all mobilization Operations within fifteen (15) days of the Commencement Date.
- 11.2 The Contract Period shall commence on the Commencement Date and extend for a period of three years. The Corporation and the Operator shall review, at the end of each Operating Year, the progress of the Contract and consider continuation through the subsequent Operating Year.
- 11.3 **Contract Continuation:** The Corporation along with the Competent Authority shall review the progress and status of the Contract, thirty (30) days prior to completion

of an Operating Year. In the event that a decision is taken to discontinue Operations of the Operator under this Contract, the Corporation shall indicate the same to the Operator, through a written communication, within fifteen (15) days of such decisions having been made. Alternatively, if the Operator wishes to discontinue its Operations, it shall provide a minimum of ninety (90) days notice requesting for such discontinuation.

11.4 Notwithstanding anything mentioned in CC Section 11.2 or 11.3, the Operator shall continue to provide Operations till the appointment of a Successor Operator.

11.5 In the event that the Parties agree to continue with the current Contract, all Conditions of Contract shall be followed as laid out in this Contract Document; and adjustments to Contract Price and resetting of incentives/penalties base, benchmark and value shall be affected appropriately.

12. Price adjustments

12.1 The Contract Price fixed at the commencement of an Operating Year shall hold good throughout the period and until the commencement of a subsequent Operating Year. No mid-year increases shall be permitted.

12.2 At the commencement of the subsequent Operating Year, price adjustments shall be applied based on the Wholesale Price Index then prevailing. The formula for calculating the new Contract Price shall be as follows:

$$R_i = R_o + 0.85 \times R_o \times (L_i - L_o)/L_o$$

R_o = Contract Price prevailing in the preceding Operating Year.

R_i = Contract Price for the Operating Year under consideration due to changes in the WPI.

L_o = the average Wholesale Price Index for the preceding Operating Year, as published by the Reserve Bank of India.

L_i = The Wholesale Price Index at the commencement of Operating Year under consideration, as published by the Reserve Bank of India.

13. Handing Over of Assets

13.1 The Operator shall take full responsibility for the care of the assets and materials and plant for incorporation therein from the Commencement Date until the Completion Date or Termination Date for the whole of the Operations, when the responsibility for the said care shall pass to the Corporation. The Operator shall also take full responsibility for the care of all such assets that have been created during the Contract Period either by itself or through the Corporation.

13.2 The Site is being vested with the Operator, on an as-is-where-is basis, with all utilities, structures, fences, boundaries, horticulture, etc., but the title of the land shall always vest with the Corporation. The Operator shall have no rights to mortgage, transfer, assign or otherwise encumber the Site or works and any or all of its rights and interest in relation thereto or to otherwise create a security interest in favour of any Persons.

14. Improvement Works to be carried out

14.1 The Corporation shall, at its discretion, instruct the Operator to carry out all Improvement Works or part of the Improvement Works indicated in the Tender, at any time during the Contract Period. The Corporation shall enter into a separate contract for the identified Improvement Works. Notwithstanding anything indicated

above, the Corporation may carry out the said Improvement Works departmentally, or through an alternate operator.

- 14.2 The Operator shall, within thirty (30) days from the Commencement Date, conduct a physical inspection of the Facilities and/or System and provide the Corporation with a reasonable estimate of Additional Improvement Works to be carried out, not identified in the Tender and constituting part of the Works Price. The estimates shall be based on prevailing SORs. The value of the Additional Improvement Works identified shall not exceed ten per cent of the Improvement Works indicated at the time of Tender submission.
- 14.3 The operator shall carry out the emergency work within its water supply zone as per the instruction of Engineer-in-charge at any time during the contract period. The estimates for the same shall be based on prevailing SORs.
- 14.4 The Corporation shall, at its discretion, determine the nature in which the aforesaid Additional Improvement Works / emergency work are to be carried out and shall take all such measures to complete the said Additional Improvement Works / emergency work in time so as to not affect the Operations. The Corporation may provide the Operator the right to carry out the said Additional Improvement Works / emergency work on a first referral basis, failing which, the Corporation may carry out the said Additional Improvement Works / emergency work through an alternative operator or departmentally.

E. Scope of Work

15. Operations

15.1 Service 1 – Operations

- 15.1.1 The Operator shall carry out all Facility operation and water supply Operations indicated below, in accordance with Good Operating Practices, as set out in this Contract and indicated in **Appendix 1- List of Assets to be handed Over, Operation and Maintenance Schedules**. The Facility operation and water supply Operations shall include, but not be limited to, the following:
- (a) Operating inlet valves in Elevated Service Reservoir/Ground Storage Reservoir (ESR / GSR / HSR & MBR) complex to receive water from bulk supplier;
 - (b) Operating pumps to maintain adequate water levels in the ESR/HSR / HSR & MBR at all times and operating generators during power failures to achieve the same;
 - (c) Checking quality of treated water and operating chlorinators to add chlorine dosage as required;
 - (d) Operating outlet and bypass valves of ESR/HSR/HSR&MBR to supply water as per operating schedules;
 - (e) Operating valves in the distribution network for efficient and equitable water distribution;
 - (f) Daily checking pressures and water meter readings at critical points and Commercial connections as directed by Engineer-in-charge;
 - (g) Daily checking residual chlorine at critical points;
 - (h) Collecting the water samples for various locations including GSR/ESR/HSR/MBR, Consumer connections etc. and submit it to the

- Laboratory for testing on daily basis and tested reports submitted to competent authority time to time;
- (i) Recording, on a monthly basis or as directed by Engineer-in-charge water meter readings of Customer manually or by using RF Transmitters and registering the same in an appropriate computer database, collecting and distribution of water Bills and notices to consumer as per instruction of Engineer-in-charge; The stationary required for billing works excluding blank bill forms, man power and machineries required for the same shall be provided by Operator;
 - (j) Recoding & reporting of the reading of bulk flow meters at various locations on daily basis;
 - (k) Providing security for Facilities and/or System at all times;
 - (l) Maintaining cleanliness, avoiding conditions of water logging and mosquito breeding in ESR/GSR/ MBR /HRS complex.
 - (m) Doing announcement for the recovery of water bills, shout down of water supply and public awareness, as directed by Engineer-in-charge;
 - (n) Providing new water ferrule connections, based on the competent authorities instructions;
 - (o) Disinfection of public well by using bleaching powder as per the instruction of Engineer-in-charge.
 - (p) Daily data regarding working hours of each pump's, power factor, power consumption should be collected, recorded and submitted to the Executive Engineer (Water Supply) by using programmable logic control;
 - (q) Handling all Customer queries and complaints, based on the competent authorities instructions including, but not limited to,
 - i. Water quality;
 - ii. Water pressure;
 - iii. Leakage and damaged public stand posts, public wells and borewells;
 - iv. Leakage and damaged pipes; and
 - (r) Developing and implementing contingency plans, under the instructions of the Competent Authority, in respect of responses to natural disasters, periods of water shortage, constraint operations or other similar emergencies for equitable water supply and distribution to Customers, based on water availability.
 - (s) Agency has to supply 24 x 7 water supply in their area as per norms, to achieve the stage, the agency should take peak hour's pressures & night pressures on the distribution network on daily basis & submit it to Engineer in charge. Also according with the pressures on operations of valves in the distribution network shall be carried out by the operator.
 - (t) Various operations of flow meters and other allied accessories related to SCADA and Automation and recording the data of the same on daily basis.
 - (u) corporation if possible will provide space to store material / machinery to the operator upto maximum area of 1000sq.mt. and rent for the space will be recovered from the operator at prevailing ready reconer rate

15.2 Service 2 – Operations based on SOR

15.2.1 The Operator shall provide following Customer Operations as indicated in the Schedule of Rates (SOR) appended (refer **Appendix 5 - Miscellaneous**) to this Contract:

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- (a) Receiving and responding to all requests made directly by the Customer, not covered within the Operations under this Contract, at rates specified by the Corporation; and maintaining for the said purpose qualified personnel as appended to **Appendix 4 – Operator Staff Requirement**; and
 - (b) Selling potable water to consumers duly authorized by the competent authority, from the ESR/GSR/ MBR/ HSR complex.
- 15.2.2 The Operator shall be permitted to collect service charges for the Operations indicated in CC Section 15.2.1 (a), directly from the Customers, at rates specified by the Corporation.
- 15.2.3 With regard to the sale of water as per the CC Section 15.2.1 (b), the same shall be done strictly as per the instructions of the competent authority and the proceeds of such sales, when directly collected by the Operator, shall be promptly, on a daily basis, deposited with the Corporation's bankers or at the Corporation offices as may be directed by the competent authority.

15.3 Service 3 – Water Audit

- 15.3.1 The Operator shall take all necessary measures to minimize the quantity of water lost in the distribution network. The water audit Service shall include, but not be limited to, the following:
- (a) **Overall System audit:**
 - i. Detecting leakages in the network and attending to the same in a timely manner;
 - ii. Detecting and rectifying incorrect Customer connection at the tap-off points on the distribution network;
 - iii. Water losses along each leg of the distribution network and comparing the same with the receipt of water at the ESR/GSR / MBR / HSR complex and Customer water meter readings;
 - iv. The Operator should submit the Water Audit report to the competent authority.
 - (b) **Customer connection audit:**
 - i. Detecting illegal/unauthorised connections;
 - ii. Detecting faulty water meters;
 - iii. Detecting illegal use of water (use other than the permitted use); and
 - (c) Encouraging Customers to fix water meters to service connections (refer to Corporation's byelaws on tariff escalation for unmetered connections).
- 15.3.2 The Operator shall be paid incentives, as indicated in CC Section 24, towards the Operations indicated in CC Section 15.3.1, above.
- 15.3.3 Carrying out water audit for 12 months by studying and mapping all components of water supply scheme in the areas. Finding water losses with the help of bulk meter/portable flow meter installed at the inlet at suitable place. Water audit for distribution system shall include identification of the system boundaries for a District Metering Area, assembling all records and required data, measurement of supply at the enter point of all DMA's (District Metering Areas) From the bulk meter if installed or by using portable flow meter at least for five days in every month and correlate its reading for the corresponding month, compiling volume of water imported or purchased from outside and exported to outside water utilities jurisdiction to get net volume of water supplied into the system, compiling volume of authorized billed metered consumption compelling volume of unmetered authorized billed consumption by installing meter on at least 10% of total unmetered consumer connections and measure to get representative consumption for billed unmetered

connections calculating non revenue water by deduction billed authorized volume of water from volume supplied in to the system, quantifying unbilled authorized use in the form to metered as well as unmetered consumption such as fire fighting, flushing of water mains, sewer, street cleaning swimming pools, water consumption at public building , landscaping irrigation in public areas measuring consumption from public stand post carrying out step test, net night flow etc., quantifying water losses by deducting unbilled authorized water from non revenue water, further quantifying water losses in the form of (a) apparent losses from unauthorized connection from the data collection during consumer survey if done and matching it with billed data. (b) Real losses by total water losses minus apparent losses, preparing monthly water audit, report after establishing whole system for water audit, showing overall water balance starting from system input to revenue and non revenue water, water losses, quantifying all component mentioned in IWA standard water balance tables analyzing of water Audit Result Preparation of the prefeasibility and Detailed Project Report (DPR).

15.4 Service 4 – Energy Audit

- 15.4.1 The Operator shall take all necessary measures to minimize the power consumption in carrying out its Operations. The energy audit Operations shall include, but not be limited to, the following:
- (a) Reducing electricity consumption by regulating pumping, through suitable modifications to the operating schedules (Attachment 1 [C] of **Appendix 1**);
 - (b) Maintaining power factor at unity and demand to avoid penalty;
 - (c) Replacing old and worn out pipes;
 - (d) Installing more efficient pumping equipment and following better maintenance practices for electrical installations.
 - (e) Operator shall carry out the inspection of all electrical installation once in a six month period in said zone through Govt. approved / registered Class-I electrical Supervisor or Certified Energy Auditor.
- 15.4.2 The Operator shall be paid incentives, as indicated in CC Section 24, towards the Operations indicated in CC Section 15.4.1, above.

15.5 Service 5 – Repairs and Maintenance

- 15.5.1 The Operator shall carry out preventive and routine maintenance Operations as indicated in Attachment 2 of **Appendix 1**, and in accordance with Good Operating Practices. The preventive and routine maintenance shall include minor repairs and provision of spares, material and tools required for these repairs. The Operator shall also carry out breakdown maintenance and repairs.
- 15.5.2 Improvement works are in tender process and will be completed within next Six Months. Some of the new equipment provided by the Corporation as a result of this

shall also be under warranty. It is also expected that the equipment thereafter shall be comprehensively maintained by the Operator, either at its cost or by coordinating with the equipment vendors, when under such warranty. CC Section 15.5.3.

15.5.3 Labour, tools, plant & spares to the extent not indicated as competent authorities responsibility, shall be arranged by the Operator at its own Cost.

The following shall be included in the preventive, routine and breakdown maintenance:

Responsibility of Operator	Responsibility of Corporation
ESR/GSR Complex and other Civil Structures:	
<ul style="list-style-type: none"> <input type="checkbox"/> Water proofing of leaking roofs of the buildings. <input type="checkbox"/> Minor repairs to door, windows of structure. <input type="checkbox"/> Minor repairs of compound walls. 	<ul style="list-style-type: none"> <input type="checkbox"/> Reconstruction of damaged compound wall and gates; <input type="checkbox"/> Resurfacing of roads. <input type="checkbox"/> Periodically as when required.
<ul style="list-style-type: none"> <input type="checkbox"/> Leakages in ESR/GSR/HSR; <input type="checkbox"/> Painting to MBR/GSR/HSR on yearly Basis <input type="checkbox"/> Painting to ESR twice in five years. <input type="checkbox"/> Painting to all Civil works except ESR on yearly basis; <input type="checkbox"/> Painting to all M.S. structures yearly basis. <input type="checkbox"/> Painting to all Exposed M.S. Pipelines on yearly basis. <input type="checkbox"/> Painting to Transformer / structure on yearly basis <p>Note :- Before painting prior approval of color & shade by Engineer-in-charge is mandatory.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Major repairs to ESR/GSR such as strengthening of structures.
Pumps, Motors, Panel Boards, etc.:	
<ul style="list-style-type: none"> <input type="checkbox"/> Replacement of damaged pipes, fittings and valves for suction and delivery pipes <input type="checkbox"/> Replacement of pump impellers, shaft, body, bearing, shaft's column pipe & other parts etc.; <input type="checkbox"/> Rewinding of motors; <input type="checkbox"/> Replacement of damaged circuit breakers; 	

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Responsibility of Operator	Responsibility of Corporation
<ul style="list-style-type: none"> <input type="checkbox"/> Replacement of capacitors/ Installation of New Capacitors to avoid penalty; <input type="checkbox"/> Replacement of damaged cables; up to length 10 Rmt. <input type="checkbox"/> Replacement of damaged parts of Pumps. <input type="checkbox"/> Repairs, maintenance and replacement of level indicators and lightning Conductors. 	
Transformer Sub-station/ Power temples / Kiosks :	
<ul style="list-style-type: none"> <input type="checkbox"/> Repairs/replacement of GOD, OCB/MCCB relays, insulators, Drop Outs (DO), HT fuses, earthing, etc.; <input type="checkbox"/> Repair and replacement of HV/LV winding, HT and LT rod, HT and LT bushing; <input type="checkbox"/> Replacement of transformer oil on Yearly Basis <input type="checkbox"/> Replacement of radiator; <input type="checkbox"/> Repair of cable end box; <input type="checkbox"/> Replacement of insulating material; and <input type="checkbox"/> Rewinding/replacement of transformer; <input type="checkbox"/> Repair/maintenance of Power temples / Kiosks. 	<p>For rewinding & replacement of Transformer cost will be borned by NMMC, only when the same is due to the reasons other than those attributable to the Operator.</p>
Chlorinators & Hypodozzers :	
<ul style="list-style-type: none"> <input type="checkbox"/> Repairs/replacement of chlorinators/Hypodozzers. 	
Distribution Network:	
<ul style="list-style-type: none"> <input type="checkbox"/> Replacement of damaged/leaking pipes upto 12.00 meters of all type, fittings and valves including the repairs to the G.I. pipeline distribution network. <input type="checkbox"/> Cleaning of consumer water meter & strainer. <input type="checkbox"/> Repairs of public stand posts. <input type="checkbox"/> Repairs of valve chambers. <input type="checkbox"/> Replacement of Damaged valve chamber covers. <input type="checkbox"/> Replacement of damaged road box. <input type="checkbox"/> Repairs & Replacement of fire hydrants. <input type="checkbox"/> Repairs, maintenance and replacement of water meters, gate valves, strainers and valve chambers on MIDC connections. <p>Raising / Extend of valve chambers & road box.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Complete replacement of pipelines due to end-of-life.
Public Wells and Borewells :	
<ul style="list-style-type: none"> <input type="checkbox"/> Annual desilting of public wells; <input type="checkbox"/> Disinfection of public wells as per the instruction of 	<ul style="list-style-type: none"> <input type="checkbox"/> Major repairs of public wells.

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Responsibility of Operator	Responsibility of Corporation
<p>Engineer-in-charge</p> <ul style="list-style-type: none"> <input type="checkbox"/> Repairs to all Borewells of any type including all accessories with required labours & materials. <input type="checkbox"/> Repairs and maintenance of pump on Borewells including all accessories with required labours & materials. <input type="checkbox"/> Repairs maintenance and annual painting to M.S. grills provided on Public wells for protection. 	
Announcement :	
<ul style="list-style-type: none"> <input type="checkbox"/> Making announcement of breakdown, shutdown, short supply, for payment of water bills, public awareness & any other problem to the public through P.A.S. 	
Misc. Works :	
<ul style="list-style-type: none"> <input type="checkbox"/> Providing Diesel Generator set with fuel to give interrupted water supply in case of Power failure at operator's cost. <input type="checkbox"/> To maintain power factor to avoid penalty. <input type="checkbox"/> To arrange the water tankers to public in the time of water crises / power failure. <input type="checkbox"/> To make temporary water distribution arrangement by installing stand post at pump houses in water crises and during festival period at various locations as directed by Engineer-in-charge. <input type="checkbox"/> If operator fails to carry out above mentioned works, the same will be carried out through another agency on the operator's risk & cost. <input type="checkbox"/> To provide Computer, man power, stationary, printer and all allied equipments required for the preparation of consumer water bills. Distribution of water bills, Notices & other public Notices to each consumers. <input type="checkbox"/> To provide Chlorinator, chlorine detector, mask, other safety equipments as well as first aid box. <input type="checkbox"/> To provide chlorine cylinders & tonners as per the requirement to maintain the residual chlorine content. <input type="checkbox"/> To provide Computers, cables and allied 	

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City Engineer

Responsibility of Operator	Responsibility of Corporation
<p>equipments so as to get digital data by using Programmable Logic Control (P.L.C.)</p> <ul style="list-style-type: none"> □ To provide basic fire fighting equipments, first aid box & other safety equipments on each pump house complex separately. □ To collect L.T. electrical bill from MSEDCL of all water supply installations in said zone atleast five days before the due date. Delay payment charges applicable for the L.T. electrical bills on account of delay on operator side will be recovered from the running Bill of Operator. □ Operator shall maintain the complaint redressal book in triplicate on daily basis. 	

- 15.5.4 It is expected that the equipment shall be kept in full operating condition at all times, including standby equipment. Break down of any equipment has to be attended by Contractor urgently at any time during day or night. Breakdown if any shall be reported within 4 hours of its occurring, and the same shall be repaired within 24 hours.
- 15.5.5 The Operator shall also liaise with Competent Authorities such as MSEDCL, MIDC, MTNL, and CIDCO, as required.
- 15.5.6 The ownership of all scrap and replaced equipment or the parts that are supplied by the

Corporation shall be that of the Corporation. All these scrap material should be stake properly and transported to dumping ground as per direction of Engineer-in-charge.

15.6 Service 6 – Advice

- 15.6.1 **Early Warning:** The Operator is to warn the Competent Authority at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Operations or the condition of the Facilities and/or System. The Operator shall cooperate with the Competent Authority in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced and in carrying out any resulting instruction of the Competent Authority.
- 15.6.2 The Operator shall also advice the Corporation, from time to time, on improving the quality of Operations, reduction in water/energy losses and better Customer practices.

15.7 Service 7 -HRMS

Human Resource Management System (HRMS) application with human Resources Functions, benefits administration payroll, equipments and training , performance analysis and review with necessary hardware and software like Biometric Attendance Report Machine.

15.8 Service 8- Dash Board

- 1) Hon. Commissioner 2) Additional Commissioner 3)City Engineer 4)Additional City Engineer 5) Zonal office DMC 6) RespectiveWard Executive Engineer

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7)Executive Engineer (water Supply/Sewerage)- H.Q.

15.9 **Service 9- C.C.TV Cameras**

C.C.TV Camera's pump houses to cover whole premises with night vision camera and one month recording Backup

16. Extra Work

16.1 The Operator shall carry out all extra work indicated below, in accordance with Good Operating Practices, as set out in this Contract. Notwithstanding, extra work resulting in increased Operations resulting out of Force Majeure events or other than those listed in CC Section 15.5 shall include, but not be limited to, the following:

- (a) Extension/modifications to the distribution network;
- (b) Improvement to civil structures;
- (c) Any other work not covered under the Service 1 to 7, enumerated above.

16.2 The Corporation shall reimburse the aforesaid extra work based on the prevailing schedule of rates (the lowest rate for an item featuring in the PWD/MJP/MSEB SOR) or the actual cost of procurement by the Operator, whichever is lower. The Corporation reserves the right to either procure those items of stores or fix a rate contract against which the Operator can procure such stores. However, if the extra work does not feature in the schedule of rates, the value of item and work shall be mutually agreed between the competent authority and Operator.

17. Increased Scope of Work

17.1 The Corporation at any time during the Contract Period and within the Service Area, reserves the right to,

- (a) Increase the length of pipeline up to twenty per cent of the existing length;
- (b) Increase the number of connections, in each year, up to twenty five per cent of the existing connections;
- (c) Increase the number of critical pressure points to be checked up to twenty five per cent of the existing pressure points, without any additional payment to the Operator.

17.2 However, if such increases are greater than twenty five per cent of the existing pipe length, connections or pressure points, it shall be termed as an increased scope of work and the

Contract Price shall be adjusted for a value mutually agreed between the Corporation and Operator, and shall come into affect two months after such increments have been made.

18. Reporting

18.1 The Operator shall carry out all reporting (**Appendix 3 – Reporting**) indicated below, and as set out in the Appendices to this Contract. The reporting shall include, but not be limited to, the following:

- (a) **Attachment 1:** Daily summary of Operations at Pumping Stations – A daily report providing information at each pumping station on the hours of pumping quantity of water received and pumped, energy consumed during the day and use of chemicals for chlorination, etc.
- (b) **Attachment 2:** Water Distribution Network (Supply Monitoring) – A daily report on the water supplied through the distribution network, period of supply and the actual supply at critical points in the distribution network.
- (c) **Attachment 3:** Water Distribution Network (Pressure Monitoring) – A daily report on actual pressures and meter readings in the distribution network at critical points.
- (d) **Attachment 4:** Water Quality Monitoring – A daily report monitoring the residual chlorine and the coliform count through samples collected from the consumer taps.

- (e) **Attachment 5:** Customer Complaints and Redressal – A daily report of complaints received from Customers and attended to during the day.
 - (f) **Attachment 6:** Customer Water Meter Reading – A monthly record of Customer meter readings. Bills will be prepared using this record.
 - (g) **Attachment 7 :** A Bi-monthly Water Audit Report.
- 18.2 The Operator shall utilize the office space, provided by the Corporation, to establish it's monitoring and reporting office along with computer and peripherals. It shall also obtain a telephone connection and maintain the same through the Contract Period. All data transfers and updates made to the Corporation shall be affected through the said telecommunication media.

F. Responsibilities

19. Corporation's Responsibilities

- 19.1 The Corporation shall be responsible for procuring, obtaining and maintaining Corporation Clearances, provided however that the Operator shall be responsible for maintaining the conditionality of any such clearance, if such maintenance falls within the purview of the Operator.
- 19.2 The Competent Authority shall supervise the Operator's Operations at all times and notify the Operator of any defects that are found. Such checking shall not affect the Operator's responsibilities. The Competent Authority may instruct the Operator to search for a defect and to uncover and test any work that the Competent Authority considers may have a defect. If the Operator has not corrected a defect within the time specified in the Competent Authority's notice, it shall proceed as per CC Section 33. However, any such tests not specified in the Operations shall be carried out as indicated in CC Section 16.
- 19.3 The Corporation shall be responsible for:
- (a) Payment of bulk water charges, energy charges and water testing charges;
 - (b) Supply of adequate quantity of water for distribution;
 - (c) Maintaining administrative control over the personnel, Facilities and/or System;
 - (d) Maintaining authority to release new connections; billings; recovery;
 - (e) Changing water supply timings, quantities, pressures and zoning.

20. Operator's Responsibilities

- 20.1 The Operator shall maintain properly and keep intact all assets/works/Facilities/Systems of the Corporation through out the Contract Period and shall hand over the same in good working condition at the end of the Contract. The Operator shall not modify or alter any operations regarding the Facilities and/or System without prior written permission of the Competent Authority or it's Representative.
- 20.2 All the spare parts (excluding spare parts to be supplied by the Corporation) required for the maintenance of equipments shall be provided by the Contractor. The Contractor shall warrant to the effect that all the spares shall be procured from the authorised sources and be of the best quality and fit for the purpose for which it is being used.
- 20.3 The contractor is expected to carry out the work in such a manner as not be cause any damage to public property on account of negligence or otherwise. The Contractor shall be fully responsible for making good the damages so caused by him entirely at his own cost.
- 20.4 The assets/works/Facilities/Systems of the Corporation shall be at the risk and in the sole charge of the Contractor and the Contractor shall be responsible for making good any loss or damage there to arising from any cause whatever including that due to a theft or robbery.
- 20.5 The Operator shall provide adequate engineering equipment, maintenance staff, inventories, plant and machinery, Vehicle, Telephone connection and all other things, whether of a temporary or permanent nature required for carrying out Operations under the Contract.

- 20.6 The Operator shall carry out its Operations, so far as compliance with the requirement of the Contract permits, so as not to interfere unnecessarily or improperly with:
- (a) The convenience of the public, or
 - (b) The access to, use and occupation of public or private roads and footpaths to or of properties.
- 20.7. **Permissions:** The Operator shall obtain all required permissions, sanctions, clearances and permits for carrying out its Operations, including Operator Clearances, and shall be fully responsible towards operating and maintaining the Facilities and/or System in a safe and secure manner, consistent with the law of the land, laws and regulations regarding such Facilities and/or System, and directives of any Authority and planning permissions.
- 20.8 **Safety:** The Operator shall be responsible for the safety of all activities on the Site and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the Operations carried out, whether these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specifications or not.
- 20.9 **Discoveries:** All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Corporation and the Operator, be deemed to be the absolute property of the Corporation. The Operator shall take reasonable precautions to prevent its workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Competent Authority of such discovery and carry out the Competent Authority's instructions for dealing with the same.
- 20.10 The Operator shall take full responsibility for the adequacy, stability and safety of all Site operations. Provided that the Operator shall not be responsible (except as stated hereunder or as may be otherwise agreed) for:
- (a) Short supply/interruption in water supply from Maharashtra Industrial Development Corporation (MIDC) and/or Maharashtra Jeevan Pradhikaran (MJP) and/or NMMC / CIDCO;
 - (b) Electrical power failure during supply hours, to the extent that cannot be taken care by operation of generators; and
 - (c) Customer problems within their private properties.

G. Staff & Labour

21. Engagement of Staff & Labour

- 21.1 The Operator shall employ skilled, semi-skilled and unskilled labour in sufficient numbers in 3 shifts to carry out its Operations at the required rate of progress and of quality to ensure workmanship, of the degree specified in the Contract for timely fulfilling of the Operator's obligations under the Contract and to the satisfaction of the Competent Authority. A tentative requirement of such staff is indicated in **Appendix 4 – Operator Staff Requirement**.
- 21.2 The Operator shall not employ in connection with the Operations any child who has not completed his/her fifteenth year of age. It shall also not employ an adolescent who has not completed his/her eighteenth year unless he/she is certified fit for carrying out Operations as an adult as prescribed under clause (b) of sub-section (2) of Section 69 of the Factories Act, 1948.
- 21.3 The Operator shall provide its staff, a minimum of two sets of uniforms raincoats, shoes with the titles 'NMMC' inscribed on the back and subject to approval of the Corporation. Each worker on duty shall wear a clean uniform whenever on duty.
- 21.4 The operator shall provide all safety equipments, first aid boxes & fire safety

- provision for his staff working at pump houses as well as in distribution network.
- 21.5 Operator shall do medical test of his staff.
- 21.6 The Operator shall, if required by the Competent Authority, deliver to it, in such form and at such intervals as the Competent Authority may prescribe, a return showing the numbers of the several classes of staff employed by the Operator on the Site and such other information as the Competent Authority may require.
- 21.7 If the Competent Authority asks the Operator to remove a person who is a member of the Operator's staff stating the reasons, the Operator shall ensure that the person leaves the Site within twenty eight (28) days and has no further connection with Operations under this Contract.
- 21.8 At all times during continuance of the Contract, the Operator and its Subcontractors shall abide by all existing and future labour enactment and rules made thereunder, regulations, notifications and bye-laws of the Central, State or Local Government. The Operator shall keep the Corporation indemnified in case any action is taken against the Corporation by any Authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments.
- 21.9 General Body has passed Resolution No. 1716 dated 06/08/2007, Resolution No.1837 dated 16/10/2007, Resolution No.965 dated 14/09/2011 & Commissioner's Office order No. 387 dated 09/11/2012 for payment to contract labour. The payment to contract labour shall be paid as per General Body Resolutions / Commissioner's Office orders along with the increase in Dearness Allowances, Field Allowances & any other Allowances from time to time in future within the contract period. Corporation will not pay any extra amount to the Contractor / Operator towards such increase in salary & various allowances to be paid to the contract labours within the contract period.
- 21.10 If the Corporation is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye-laws/acts/rules/regulations including amendments if any, on the part of the Operator and in connection with labour enactment, the Competent Authority shall have the right to deduct any money due to the Operator including its amount of Security Deposit. The Competent Authority shall also have the right to recover, from the Operator, any sum required or estimated to be required for making good the loss or damage suffered by the Corporation.
- 22. Operator's Superintendence**
- 22.1 The Operator shall provide all necessary superintendence while carrying out its Operations and as long thereafter as the Competent Authority may consider necessary for the proper fulfilling of the Operator's obligations under the Contract. The Operator shall nominate a competent and authorized representative ("Operator's Representative") approved of by the Competent Authority, which approval may at any time be withdrawn. The Operator's Representative shall give its whole time to the superintendence of the Operations. The Operator's Representative shall receive, on behalf of the Operator, instructions from the Competent Authority, which shall be deemed received by the Operator.
- 22.2 If the Competent Authority withdraws approval of the representative, the Operator shall remove the representative from the Operations within twenty-eight (28) days, and replace him by another representative approved by the Competent Authority.
- H. Contract Performance- Key performance Index (KPI)**
- 23. Review and Progress**
- 23.1 **Management Meetings:** Either the Competent Authority or the Operator may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining Operations and to deal with matters raised in accordance with any advice. The Competent Authority shall record the business of management meetings and is to provide copies of its record to those attending the meeting and to the Corporation. The responsibility of the Parties for actions to be taken is to be decided by

the Competent Authority either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

23.2 The Competent Authority may instruct the Operator to rectify defects and deficiency in its Operations. Alternatively, the Corporation shall carry out the Operations on its own and deduct the amount incurred in attending to such defaults from the next payment due to the Operator. The deduction of such damages shall not relieve the Operator from its obligation to carry out the Operations, or from any other of its obligations and liabilities under the Contract.

23.3 Notwithstanding anything stated above, if the Corporation is of the opinion that the actions of the Operator is deemed as an event of default of Service, and the event persists beyond one (1) day, the Corporation shall be entitled to invoke the Security Deposit and carry out the Operations through a Successor Operator or departmentally. The Corporation shall then proceed as per CC Section 33.

23.4

Key Performance Indicators (KPI)		
Sr. No.	KPI	Standards
1.	Water Quality	-PH - 7.00 to 8.5 - Total dissolved solids(mg/L)- less than or equal to 500 -Chloride (mg/L)- less than or equal to 200 - Sulphate (mg/L)- less than or equal to 200 - Turbidity (NTU)- less than 1.00 -Residual chlorine(mg/L)- 0.2 to 0.5 -e-coli-Must not be detectable in any 100ml sample
2.	Water pressure	1.5 Kg/sq.cm at the farthest consumer end.
3.	Water Timing	To provide 24x7 supply of water
4.	Water Quantity Supplied	Required consumer Quantity supply for 24 Hours.
5.	Operation and Maintenance	Operation and Maintenance of all Pump houses, Pipelines Valves, Pressure gauges, Mechanical and Electrical equipments in the system
6.	Water Audit	- To carry out water audit six monthly - To quantify the water losses - Mapping water supply scheme - Compailing Billing - Calculate non revenue water - Operate the system to minimize water losses
7.	Energy Audit	To carry out Energy audit every six months
8.	Security	Provide CCTV coverage for ESR/GSR complex and security guards for the

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		round the clock for pump houses and patrolling pipelines feed to be provided to NMMC CC/TV project.
9.	House keeping	- Daily Cleaning of pump house complex area - Painting of all structures once in every year - ESR painting once in two & half years.
10.	Grievance redressal	-Handling all customer queries and complaints of all water supply and Pressure leakages, damaged pipes and valves within 24 Hrs. - Maintain complaint redressal book as well as online.
11.	HRMS	Biometric attendance and administration of pay roll
12.	Dashboard	To be provided at all administrative offices

24. Incentives

24.1 The basis for providing incentives is to affect efficient operation of the System, which is the essence of this Contract. The Operator shall, with reference to Operations indicated in CC Section 15.3 and 15.4, take specific steps to:

- (a) Maximize the water that is billed vis-à-vis that received by it from the transmission system;
- (b) Over a period of time reduce the losses and leakages in the System so as to strive for 100% billing of water against that received in the System; and
- (c) Detect illegal use of water by Customers; (As per the Corporation's policy varying rates of water for domestic, institutional and commercial usage is levied. There is a tendency on the part of some consumers to divert water taken for a use attracting lower charges to a use that attracts higher charges.)
- (d) Take similar steps to minimize the consumption of power.

Incentives to encourage the Operator to achieve the aforesaid shall be paid as indicated in CC Section 24.6.

24.2 (a) The percentage of water billed vis-à-vis that received by it from the transmission system; and

- (b) The power consumption for the same period measured in terms of KWH/ML of water billed and the power factor as per the billing of MSEDCL.

The base levels of power consumption shall in no case exceed the maximum guaranteed power consumption quoted by the Operator in the Tender.

24.3 This aforesaid evaluation shall form the basis of determining the incentives/penalties for the balance part of the Operating Year under consideration. The prevailing levels of water billed and power consumed is indicated below in 24.4 and the aforesaid joint evaluation is not likely to be inferior to the indicated figures.

24.4 The Corporation and the Operator shall also review the base levels in the event of any major repair, replacement or up gradation being affected to the Facilities and/or System. The Operator shall comply with all such revisions and the incentives will be payable based on the revised base level from the date of such major up gradation of the Facilities and/or System.

- 24.5 In the event that the Contract is extended into the subsequent Operating Year, the base levels of water lost and power consumed shall be at the level of that recorded at the end of the preceding Operating Year.
- 24.6 The Operator shall be entitled to the following incentives,

Basis of Incentive
Reducing water loss. Water loss = Water received – Water billed.
Detecting illegal use of water (use other than permitted use).
Detecting unauthorized connections.
Reducing power consumed.

25. Liquidated Damages and Penalties

- 25.1 The basis for applying penalties is to restrict Operator from deviating from supplying potable water and efficiently distributing water – as per fixed schedule and with sufficient pressure.
- 25.2 The Operator is also expected to carry out the instructions of the Competent Authority or its representative, from time to time, maintain the System in accordance with Good Operating Practices, attend to Customer complaints, promptly provide new connections to Customers, refrain from offering Operations without due authorization where so required, and follow other requirements under this Contract.
- 25.3 The Operator shall be subject to the following liquidated damages and penalties for its failure to carry out its Operations as indicated in CC Section 25.2 :

KEY PERFORMANCE INDICATOR (KPI)

This SLA shall commence on the date of signing of Agreement and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the parties, continue for the contract period.

1. The SLA is not a fixed document to be produced once and used forever. Instead, it must be re-evaluated and updated as the work environment changes. This document may be reviewed and revised by mutual Agreement between NMMC and Bidder. Changes to the SLA may be required at other times to include new systems, change in operating hours, etc.

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2. Any and all changes to the SLA will be initiated in writing between NMMC and the Bidder. The Service levels here are considered to be standard for NMMC and will be modified when both parties agree to an appended set of terms and conditions.

3. Following table outlines the key service level requirements for the system, which needs be ensured by the System. Integrator during the operations and maintenance period. These requirements shall be strictly imposed and NMMC or a third party audit/certification agency shall be deployed for certifying the performance of the System Integrator against the target performance metrics as outlined in the tables below.

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Key Performance Indicators (KPI)				
	Description of KPI	Parameter	Penalty bench mark Failure to operation	Penalty Value in rupees
1.	1. Water Quality			
	Supply of treated water not as per prescribed quality. Penalty shall apply for higher or lower than the prescribed residual chlorine .of 0.20 ppm,	Daily	occurrence/per Day in DMA	RS.1500/per occurrence in DMA
			More than 5 occurrences continued in a month in same DMA	cause for termination
	Water Quality As per CPHEEO standards:- PH - 7.00-8.50 TOTAL DISSOLVED SOLIDS (MG/L) - 500 CHORIDE (mg/L) - 200 SULPHATE S (mg/L) - 200 TURBIDITY (NTU) - 1 RESIDUAL CHLORINE (mg/L) - 0.2 e-coli - Must not be detectable in any 100ml sample	Daily	Per occurrence/per day/per dma	Rs.1500/ per day/DMA
	Collecting the water samples for various locations including GSR/ESR/HSR MBR, Consumer connections and taps etc. and submit it to the Laboratory for testing on daily basis and tested reports submitted to Engineer-in-charge time to time.	Daily	Per occurrences/ DMA.	Rs. 500/per day/per DMA
			More than 5 occurrences continued in a month a same DMA	Cause of termination

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	To provide chlorine cylinders & tonners as per the requirement to maintain the residual chlorine content.	One additional chlorine cylinder must be available on site	For each day of delay in providing additional cylinder	Rs.10000/per chlorine cylinders
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2.	Water pressure			
	Handling all Customer queries and complaints, based on the competent authorities instructions including, but not limited to,			
	1.5 kg/ cm ² at the farthest consumer end	Daily (24 hrs)	Per DMA	Rs.1000/ per day/ per DMA
3.	Water Supply Timing			
	The Agency has to supply 24 x 7 water supply in their area as per norms, to achieve the stage, the agency should take peak hour's pressures & night pressures on the distribution network on daily basis & submit it to Engineer in charge. Also according with the pressures on operations of valves in the distribution network shall be carried out by the operator DMA with minimum pressure = 1.5 Kg/cm ² at farthest end consumer of at 200 LPCD for 90% of the consumer in the DMA area .	Daily/ per DMA	Per day/per DMA	0.0020% of annual contract sum for per day/ per DMA Note:- If Penalty amount for this clause exceeds 10% of annual contract sum in a year the contract will be terminated.
4.	Water Quantity			
	Supply of water to last consumer minimum 200 liter. Per day/per person	Daily per consumer	Per consumer	Rs.1000/day/Per Consumer
5.	Operation & maintenance			
	Recording, on a monthly basis or as directed by Engineer-in-charge water meter readings of Customer by using RF Transmitters and registering the same in an appropriate computer database, collecting and distribution of water Bills and notices to consumer as per instruction of Engineer-in-charge; The stationary required for billing works excluding blank bill forms, man power and machineries required for the same shall be provided by Operator;	As per scheduled date given by Engineer-in-charge	Delay of per day/ per consumer	Rs.500/per day/ per consumer
	Providing new water ferrule connections, based on the competent authorities instructions;	Within 24 hrs. from Receipt of order from the corporation	For each case & everyday of delay	Rs.500/ per day
	Disinfection of public well in the month of July & December and at anytime as directed by Engineer –in –charge as and when required by using bleaching powder.	Commence work within As directed by Engineer-in-charge	For each day of delay	City Engineer Rs.500/ per day/ well

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	Preparing contingency plans, within a month from date of commencement of contract and implementing the same under the instructions of the Engineer-in-charge in respect of responses to natural disasters, periods of water shortage, constraint operations or other similar emergencies for equitable water supply and distribution to Customers, based on water availability.	With in one month from the work order date	Per zone	Rs.15000/per day of delay
	(a) Receiving and responding to all requests made directly by the Customer, not covered within the Operations under this Contract, at rates specified by the Corporation; and maintaining for the said purpose qualified personnel as appended to Appendix 4 – Operator Staff Requirement	With in 24 hrs of the request from consumer	Per DMA	Rs.2000/ per day, per DMA
	Selling potable water without written permission from Engineer-in-charge	Per case	For each case of sell	Rs.2000/per case, per day
	With regard to the sale of water as per the CC Section 15.2.1 (b), the same shall be done strictly as per the instructions of the Engineer-in-charge and the proceeds of such sales, when directly collected by the Operator, shall be promptly, on a daily basis, deposited with the Corporation's bankers or at the Corporation offices as may be directed by the Engineer-in-charge	each case detected	Per each case of sell	Rs.30/- Per 1000 liter
	ii. Detecting and rectifying incorrect Customer connection at the tap-off points on the distribution network;	Survey to done daily	For each incorrect connection detected by corporation	Rs.2000/ per connection
	i. Detecting illegal/ unauthorized connections;	Survey to done daily	For each unauthorized connection detected by corporation	Rs.2000/per case
	ii. Detecting faulty water meters;	Survey to done daily	For each case	Rs.1000/ per case
	iii. Detecting illegal use of water (use other than the permitted use)	Survey to done daily	For each case	Rs.2000/ per case
	Recoding & reporting of the reading of bulk flow meters at various locations on daily basis;	Recording to be done Daily	for each day of delay	Rs.1500/per day
	Doing announcement for the recovery of water bills, shut down of water supply and public awareness, as directed by Engineer-in-charge;	As directed by Engineer-in-charge	For not making announcement For each case	Rs.5000/ each case

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	Daily data regarding working hours of each pump's, power factor, power consumption should be collected, recorded and submitted to the Executive Engineer	Recording to be done Daily	For each day of delay in recording	Rs.1000/ per day/per pump house
	• Check, on a daily basis, all equipment such as water level indicators, lightening arresters, valves, pipes, ventilators, manhole covers, ladders, railings, etc. and attend to repairs within 24 hours as and when necessary to keep the equipment in proper working condition.	Inspection to be done Daily	For each case detected for which the equipment is unavailable beyond 24 hours.	Rs.1500/per day/ case
	• Annual de silting of public wells;	In the month of october	For each day of delay	Rs.1000/ per day, per well
	• Providing Diesel Generator set with fuel to given interrupted water supply in case of Power failure at operator's cost.	As Required as directed by Engg. incharge	For each day of delay	Rs.15000/ per day, per case
	To arrange the water tankers to public in the time of water crises / power failure.	As Required with in 6 hrs after directed by Engg. incharge	For each delay	Rs.1000/ per hour, per tanker
	To make temporary water distribution arrangement by installing stand post at pump houses in water crises and during festival period at various locations as directed by Engineer-in-charge.	As directed by Engineer-in-charge	For each day of delay	Rs.10000/-for stand post erection +Rs.1000/ per day, per stand post
	To collect L.T. electrical bill from MSEDCL of all water supply installations in said zone at least five days before the due date. Delay payment charges applicable for the L.T. electrical bills on account of delay on operator side will be recovered from the running Bill of Operator.	Monthly	For each day of delay	Delay payment charges applicable for the L.T. electrical bills on account of delay on operator side will be recovered from the running Bill of Operator
	Early Warning: The Operator is to warn the Competent Authority at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Operations or the condition of the Facilities and/or System. The Operator shall cooperate with the Competent Authority in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced and in carrying out any resulting instruction of the Competent Authority.	As Required	Each case	Rs.2500/per case
	The Operator shall carry out all			

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	extra work as directed by Engineer-in-charge in accordance with Good Operating Practices, as set out in this Contract. Notwithstanding, extra work resulting in increased Operations resulting out of Force Majeure events or other than those listed in CC Section 15.5 shall include, but not be limited to, the following:			
	a. Extension/modifications to the distribution network;	As Required As directed by Engineer-in-charge	For each case	Rs.2500/per case, per day
	b. Improvement to civil structures;	As Required	For each case	Rs.2500/per case, per day
	e. Operator shall do medical check up of his staff.	compulsory once in six month	For each case	Rs.1500/ per occurrence, per person
	The assets/works /Facilities /Systems of the Corporation shall be at the risk and in the sole charge of the Contractor and the Contractor shall be responsible for making good any loss or damage there to arising from any cause whatever including that due to a theft or robbery.	Inspection to be done Daily	Per case	Cost of replacement+ Rs.1000/- per case
	Maintenance			
	Maintaining cleanliness, avoiding conditions of water logging and mosquito breeding in ESR/GSR/ MBR /HRS complex.	To be maintain Daily	for each day of delay	Rs.1000/per day/ pump house
	• Check and attend to leakages in ESR/GSR/HSR containers and roof slabs of other civil structures from time to time.	Survey to be done Daily	For each case and for every day of delay	Rs.2500/per day/ pump house
	• Providing civil repairs to all structures except ESR but including compound wall, gate, roads/pathways, drains.	As Required As directed by Engineer-in-charge	For each case and for every day of delay	Rs.2500/per day/ pump house
	• Painting all civil structures including ancillary structure within 6 months from date of commencement of contract on yearly bases.	As directed by Engineer-in-charge	For each case and for every day of delay	Rs.2500/per day/ pump house premises
	• Minor repairs to door, windows of structure shall start within 24 hours after giving instructions	As Required As directed by Engineer-in-charge	For each day of delay	Rs.2500/per day/ pump house
	• Minor repairs of compound walls shall start within 24 hours after giving instructions	As Required As directed	For each day of delay	Rs.2500/per day/ pump house

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		by Engineer-in-charge		
	• Leakages to be repair in ESR/GSR/HSR shall start within 24 hours after giving instructions	As Required As directed by Engineer-in-charge	For each day of delay	Rs.2500/per day/ pump house
	• Replacement of damaged/leaking pipes upto 12.00 meters of all type, fittings and valves including the repairs to the G.I. pipeline distribution network shall start within 24 hours after giving instructions	As Required As directed by Engineer-in-charge	For each day of delay	Rs.1000/ per day, per case

	Cleaning of consumer water meter & strainer shall start within 24 hours after giving instructions	As Required As directed by Engineer-in-charge	For each day of delay	Rs.500/ per day, per case
	Repairs of public stand posts shall start within 24 hours after giving instructions	As Required As directed by Engineer-in-charge	For each day of delay	Rs.500/ per day, per stand post
	Repairs of valve chambers shall start within 24 hours after giving instructions	As Required As directed by Engineer-in-charge	For each day of delay	Rs.500/ per day, per chamber
	Replacement of Damaged valve chamber covers shall start within 24 hours after giving instructions	As Required As directed by Engineer-in-charge	For each day of delay	Rs.500/ per day, per chamber
	Replacement of damaged road box shall start within 24 hours after giving instructions.	As Required As directed by Engineer-in-charge	For each day of delay	Rs.500/ per day, per road box
	Repairs, maintenance and replacement of water meters, gate valves, strainers and valve chambers on MIDC/NMMC /CIDCO /any other connections.	As Required As directed by Engineer-in-charge	For each day of delay	Rs.2500/ per day/ per meter
	Repairs to all Borewells of any type including all accessories with required labours & materials within 3 days after receiving instruction.	As Required As directed by Engineer-in-charge	For each day of delay	Rs.1000/ per day, per borewell
	Repairs and maintenance of pump	As	For each case	Rs.2500/ per day, per

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	on Borewells including all accessories with required labours & materials within 3 days after receiving instruction.	Required As directed by Engineer-in-charge	detected for which the equipment is unavailable beyond 24 hours.	borewell
	Civil repairs, maintenance and annual painting to m.s. grill provided on public well within 3 days after receiving instruction. Note :- 1) Civil repairs within 3 days of instruction given 2) M.S. grill painting should be done in month of October to December.	As directed by Engineer-in-charge	For each case detected for which the equipment is unavailable beyond 24 hours.	Rs.2500/ per day, per well
	Mechanical			
	• Painting to all M.S. structures yearly basis within 3 days after receiving instruction in the month of October to December	Once in year	For each day of delay	Rs.2500/ per day
	• Painting to all Exposed M.S. Pipelines on yearly basis within 3 days after receiving instruction in the month of October to December	Once in year	For each day of delay	Rs.2500/ per day

	The Operator shall carry out routine maintenance of all equipment as per manufacturer's instruction manual, where available.	<i>Inspection to be done daily</i>	For each case detected for which the equipment is unavailable beyond 24 hours.	Rs.2500/per day.
	ii. Check, periodically, all pumps, motors, electrical cables, various types of component of panel boards, capacitors, starters, OCBs, etc. and rectify the defects detected so as to ensure efficient operations.	<i>Inspection to be done daily</i>	For each case detected for which the equipment is unavailable beyond 24 hours.	Rs.1000/per day/ pump house.
	• Replacement of damaged pipes, fittings and valves for suction and delivery pipes	As directed by Engineer-in-charge	For each case detected for which the equipment is unavailable beyond 24 hours.	Rs.1000/per day/ pump house
	• Replacement of pump impellers, shaft, body, bearing, shaft's column pipe & other parts etc.;	As directed by Engineer-in-charge	For each case detected for which the equipment is unavailable beyond 24 hours.	Rs.1000/per day, per pump
	• Rewinding of motors;	As Required	For each case detected for which the equipment is unavailable beyond 24 hours.	Rs.2500/per day, per meter
	Replacement of damaged parts of Pumps.	As directed by	For each case detected for	Rs.1000/per day, per pump

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		Engineer-in-charge	which the equipment is unavailable beyond 24 hours.	
	Repairs/replacement of chlorinators/ Hypodozers within 24 hours after receiving instruction	As directed by Engineer-in-charge	For each day of delay	Rs.2500/ per day, per chlorinator
	Electrical			
	Operator shall carry out the inspection of all electrical installation once in a six month period in said zone through Govt. approved / registered Class-I electrical Supervisor or Certified Energy Auditor by MNRE or BEE in the month of May & November.	Per six month	For each day of delay	Rs.2500/- Per day
	• Painting to Transformer / structure on yearly basis in the month of October to December	Per year	For each day of delay	Rs.2500/ per day/ Transformer
	• Replacement of damaged circuit breakers;	As Required	For each case detected for which the equipment is unavailable beyond 24 hours.	Rs.1000/per day/ Transformer
	Replacement of capacitors/ Installation of New Capacitors to avoid penalty;	As Required	For each case detected for which the equipment is unavailable beyond 24 hours.	Rs.1000/per day, per pump house

	Replacement of damaged cables.	<i>Inspection to be done daily</i>	For each case detected for which the equipment is unavailable beyond 24 hours.	Rs.1000/per day per pump house
	Repairs, maintenance and replacement of level indicators and lightning Conductors.	As directed by Engineer-in-charge	For each case detected for which the equipment is unavailable beyond 24 hours.	Rs.2500/per day, per pump house
	Repairs/replacement of GOD, OCB/MCCB relays, insulators, Drop Outs (DO), HT fuses, earthing, etc.;	<i>Inspection to be done daily</i>	For each case detected for which the equipment is unavailable beyond 24 hours.	Rs.2500/per day per pump house
	Repair and replacement of HV/LV winding, HT and LT rod, HT and LT bushing;	<i>Inspection to be done daily</i>	For each case detected for which the equipment is unavailable beyond 24 hours.	Rs.2500/per day per pump house
	Replacement of transformer oil on Yearly Basis	As Required	For each case detected for	Rs.1000/per day, per transformer

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			which the equipment is unavailable beyond 24 hours.	
	Repair of cable end box;	<i>Inspection to be done daily</i>	For each case detected for which the equipment is unavailable beyond 24 hours.	Rs.1000/per day/ pump house
	Replacement of insulating material;	<i>Inspection to be done daily</i>	For each case detected for which the equipment is unavailable beyond 24 hours.	Rs.500/per day/ pump house
	Rewinding/replacement of transformer;	As Required	For each case of detected for which the equipment is unavailable beyond 24 hours.	Rs.2500/per day.
	Water loss along each leg of the distribution network and comparing the same with the receipt of water at ESR/GSR/MBR/HSR complex and consumer water meter reading	Monthly basis	For each case of delay beyond 24 hrs	Rs.5000/per day/dma.
	6. Water Audit			
	Specified in scope of work as per CC_Section 15.3.3 to be submitted in Attachment - 7	Every six month	For each day of delay	Rs.18500/ per day
	Water losses along each leg of the distribution network and comparing the same with the receipt of water at the ESR/GSR/ MBR / HSR complex and Customer water meter readings;	Monthly basis	For water loss increase beyond current base level over a 2 month billing period	Rs.30/kl of water loss increased
7	Energy Audit			
	Operator shall take all necessary measures to minimize the power consumption in carrying out its operations. The operator shall do necessary energy audit through certified energy auditors (Certified by Ministry of Renewable Energy (MNRE) or Bureau of energy Efficiency (BEE) or Any other Govt. Approved Organization) along with pump efficiency reports. The energy audit operation shall be as per the norms mentioned in conditions of contract.	Half yearly	For each day of delay	Rs5000/ per day/ pump house
	Reducing electricity consumption by regulating pumping, through suitable modifications to the operating schedules (Attachment 1 [C] of Appendix 1);	Based on Monthly MSEDCL Bill	For power increased beyond current based level based on water supply schedules and	Incentive to be paid to agency 10%of the amount saved in MSEDCL bill and If increase in power

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			persisting over a two-month billing period	consumption is to be recovered from agency as per MSEDCL prevailing charges
	Replacing old and worn out pipes.	<i>Inspection to be done daily</i>	For each case detected	Rs.2,500/ case
	To maintain power factor to avoid penalty. Above 0.92 if power factor penalty imposed by MSEDCL in monthly bill will be recovered from operator	As directed by Engineer-in-charge	per occurrence	100% recovery of P.F. Charges +Rs. 5000/- per occurrence
8	Security			
	C.C.TV Camera's pump houses to cover whole premises with night vision camera and one month recording Backup Feed to be provided to NMMC c.c.t.v. project.	Daily(24 hrs)	For each camera	Rs.1000/per camera per day
9	House keeping			
	• Cleaning & disinfecting interiors of ESR/GSR/HSR on half yearly basis. In the month of May & November.	Daily(24 hrs)	For each case and for every day of delay	Rs.2500/per day
10	Grievances			
	Operator shall maintain the complaint redressal book in triplicate on daily basis.	Daily(24 hrs)	For each day of delay	Rs.1000/per day, per case
	Handling all Customer queries and complaints, based on the competent authorities instructions including, but not limited to,	Daily(24 hrs)	Within 24 hrs	Rs.1000/per day/ per consumer
	A) Leakage and damaged public stand posts, public wells and bore wells	Daily	Per occurrence	Rs.500/ per day / complaint
	B) Leakage and damaged pipes; and valves	Daily	Per occurrence	Rs.1000/ per day/ occurrence
11	HRMS			
	Bio-metric attendance Report	compulsory	per occurrence	Rs.500/per occurrence per day, per person
	maintaining administration pay roll Salary to be paid to staff employed by contractor on as before 6th day of next month	compulsory	per occurrence	Rs.200/per occurrence per day, per person
12	Dash board			
	Maintaining Dashboard every day 24x7	compulsory	per occurrence	Rs.1000/per occurrence per day, per Terminal

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13	Administration			
	To provide Computer, man power, stationary, printer and all allied equipments required for the preparation of consumer water bills. Distribution of water bills, Notices & other public Notices to each consumers.	As directed by Engineer-in-charge	For each day of delay	Rs.1000/ per day
	The Operator shall carry out all reporting (Appendix 3 – Reporting) indicated below, and as set out in the Appendices to this Contract. The reporting shall include, but not be limited to, the following:	----	----	----
	Water Distribution Network (Supply Monitoring) – A daily report on the water supplied through the distribution network, period of supply and the actual supply at critical points in the distribution network.	As directed by Engineer-in-charge	For each day of delay	Rs.500/per day, per spot
	Water Distribution Network (Pressure Monitoring) – A daily report on actual pressures and meter readings in the distribution network at critical points to be displayed on Dashboard.	<i>Inspection to be done daily</i>	For each day of delay	Rs.500/per day, per spot
	Customer Complaints and Redressal – A daily report of complaints received from Customers and attended to during the day	Daily(24 hrs)	For each day of delay	Rs.1000/per day, per complaints
	Customer Water Meter Reading – A monthly record of Customer meter readings. Bills will be prepared using this record.	Monthly for each consumer As directed by Engineer-in-charge	For each day of delay	Rs.500/per day/per consumer
	The Operator shall employ skilled, semi-skilled and unskilled labour in sufficient numbers in 3 shifts to carry out its Operations at the required rate of progress and of quality to ensure workmanship, of the degree specified in the Contract for timely fulfilling of the Operator's obligations under the Contract and to the satisfaction of the Competent Authority. A tentative requirement of such staff is indicated in Appendix 4 – Operator Staff Requirement.	Daily	For each case detected	Rs.1000/ per case, per Shift
	The Operator shall not employ in connection with the Operations any child who has not completed his/her fifteenth year of age. It shall also not employ an adolescent who has not completed his/her eighteenth year unless he/she is certified fit for carrying out Operations as an adult as prescribed under clause (b) of	Compulsory	For each case detected	Cause for termination

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	sub-section (2) of Section 69 of the Factories Act, 1948.			
	The Operator shall provide its staff, a minimum of two sets of uniforms raincoats, shoes with the titles 'NMMC' inscribed on the back and subject to approval of the Corporation. Each worker on duty shall wear a clean uniform whenever on duty every year	Compulsory	As decided by engineer-in-charge	Rs.100/- per person per day
	The Operator shall, if required by the Competent Authority, deliver to it, in such form and at such intervals as the Competent Authority may prescribe, a return showing the numbers of the several classes of staff employed by the Operator on the Site and such other information as the Competent Authority may require.	As required and As directed by Engineer-in-charge	As decided by engineer	Rs.1000/ per occurrence
	If the Competent Authority asks the Operator to remove a person who is a member of the Operator's staff stating the reasons, the Operator shall ensure that the person leaves the Site within twenty eight (28) days and has no further connection with Operations under this Contract.	Compulsory	As decided by engineer-in-charge	Rs.1000/ per person per day
	At all times during continuance of the Contract, the Operator shall abide by all existing and future labour enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The Operator shall keep the Corporation indemnified in case any action is taken against the Corporation by any Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments	Compulsory	As decided by engineer	Rs.10000/ per occurrence, per day
	If the Corporation is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye-laws/acts /rules /regulations including amendments if any, on the part of the Operator and in connection with labour enactment, the Competent Authority shall have the right to deduct any money due to the Operator including its amount of Security Deposit. The Competent Authority shall also have the right to recover, from the Operator, any k.sum required or estimated to be required for making good the loss or damage	Compulsory	Compulsory	cause for termination

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	suffered by the Corporation.			
14.	Safety			
	To provide Chlorinator, chlorine detector, mask, other safety equipments as well as first aid box.	Everyday (24 hrs)	For each case for everyday	Rs.1000/per day, per pump house
	To provide basic fire fighting equipments, first aid box & other safety equipments on each pump house complex separately.	Everyday (24 Hrs)	For each case for everyday	Rs.1000/per day, per case
	The operator shall provide all safety equipments, first aid boxes & fire safety provision for his staff working at pump houses as well as in distribution network.	compulsory	As decided by engineer-in-charge	Rs.1000/ per case, per day

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Note:

- Bidder will provide regular reports / dashboards (through a suitable Online Dashboard on real-time basis) to NMMC

- SLA shall not be applicable to the bidder in following cases:

- The non-compliance to the SLA has been solely due to reasons beyond the control of the successful bidder for e.g. one of the key factors to maintain Street Lights Uptime of $\geq 99\%$ will be continuous uninterrupted supply of electricity from NMMC.

- If there is a delay from NMMC due to administrative or any other reason which is causing delay in achievement of SLA for bidder, then that time period is to be condoned with mutual consent.

- There is a Force Majeure event affecting the SLA, which is beyond the control of the successful bidder

26. Method of Affecting Incentives and Penalties

- 26.1 Items warranting incentives and penalties will be checked every two months – this shall coincide with the billing cycle for Customers. The incentives and the penalties shall be netted before any payments/deductions are made. The incentives and the penalties shall be calculated on a cumulative basis during an Operating Year.
- 26.2 In so far as the penalties are concerned, the Competent Authority shall notify the Operator when in its opinion such defaults have occurred. The notification shall instruct the Operator to present its case indicating the reasons for not attracting such penalties. If the Competent Authority is of the opinion that the cause of default is not by way of the Operator's action it shall drop such defaults and proceed with the final determination of incentives and penalties payable/recoverable from the Operator.
- 26.3 In the event that the net accrued penalty at any time of the Operating Year is greater than ten per cent of the Contract Price for the concerned Operating Year, the Corporation shall review whether the Contract needs to be continued with the Operator and may consider to proceed as per CC Section 33.
- 26.4 In the event that the net accrued incentive payment at any time of the Operating Year is greater than ten per cent of the Contract Price for the concerned Operating Year, the Operator shall not be applicable for any further incentive payment and shall be required to maintain Facility and System performance through the Contract Period, at the level when such incentives cease to apply.

I. Contract Price and Payment

27. Contract Price

- 27.1 The Operator shall be paid the Contract Price every month. The Contract Price shall cover all expenditure incurred on staff, establishment, maintenance and repairs, spares and consumables, and any other expenses, except expenses incurred on power and water.
- 27.2 The Contract Price shall include all customs duties, import duties, excise duties, business taxes, income and other taxes that may be levied in accordance to the laws and regulation in-force on the Operator's equipment, materials, supplies (permanent, temporary and consumables) to be used on or furnished under the Contract and on the Operations to be performed under the Contract. Nothing in the Contract shall relieve the Operator from its responsibility to pay any Tax that may be levied on its Operations or on profits made by it in respect of the Contract.
- 27.3 The Operator shall pay Indian income Tax on all payments made to it under the Contract, other than reimbursements made to it by the Corporation to cover payment by Operator of minor custom duties, etc., or any other payment, which the Operator may make on the Corporation's behalf. Under the provisions of Section 194-C of the Indian Income Tax Act, the Corporation is required to deduct Tax with surcharge at source at prevailing rates from the gross amount of each bill submitted. The Operator shall perform such duties in regard to such deductions thereof as may be imposed on it by such laws and regulations.
- 27.4 The Operator shall pay all the Taxes directly to respective organizations and to the Government of India. The Corporation shall not take any responsibility for any kind of Tax payment to the Government or quasi-Government bodies at any point of time, other than those specified under CC Section 27.4.
- 27.5 All charges on account of Labour Cess, octroi, Cess/LBT, terminal or sales tax and other duties on material obtained for the Operations from any source including the tax applicable as per Maharashtra Sales Tax Act on the transfer of property in the goods involved in the execution of the Operations, etc. shall be borne by the Operator. Under the provisions of the Maharashtra Sales Tax Act, the Corporation is required to deduct turnover tax at source at the rates prevailing at the time of payment.
- 27.6 The Operator shall submit form – 31 or such other forms as are prescribed under the said Act, indicated in CC Section 27.5 above, which is required to be produced

by the principal employer in the events of any notice by the Sales Tax Department within one month of issue of Acceptance Letter.

- 27.7 The Operator is required to produce its registration for contract sales tax/turnover tax to the Corporation before receiving the first payment for the Operations executed by it, failing

which, no payment shall be made.

28. Procedures for Payment

- 28.1 The Operator shall submit a bill for payment at the end of every month. The bill shall be in accordance with the Operations carried out during the Contract Period from the last date of the previous bill and shall also account for any outstanding amounts, which are due from the Corporation.
- 28.2 The bill, in addition to payments due for the month shall contain supporting documents, which shall include without limitation; statements of:
- (a) Calculations on any amounts due arising from any extraordinary adjustments, penalties, extra work, variations, compensation events or incentive payments; and
- 28.3 The Competent Authority shall check the Operator's bill and certify the amount to be paid to the Operator after taking into account any incentive or penalties for the period in question. Where the incentives and penalties are still to be determined, the Corporation shall proceed to make payment to an extent of ninety (90) per cent of the amounts due, subject to the condition that no major deficiency in the Operations has been noticed.
- 28.4 The Corporation shall pay the Operator the amounts certified by the Competent Authority within sixty (60) days of the date of each certificate. All payments shall be made in Indian Rupees.
- 28.5 The Competent Authority shall compute and verify the incentive/penalty applicable in the bill submitted by the Operator. If the Competent Authority is of the opinion that the incentive/penalty was warranted, it shall make necessary adjustments to approve the same and certify complete payments due to the Operator in the next month. However, if the Competent Authority is of the opinion that such incentive/penalty is not warranted, the excess amounts shall be adjusted from the payment due to the Operator for the following month.

J. Intellectual Property & Confidential Information

29. Proprietary Material

- 29.1 The Parties agree that all details, plans, manuals, documentation, specifications, schedules, programs, reports, calculations and other work relating to the Facilities and/or Systems and the provision of Operations pursuant to this Contract (hereafter referred to as "Proprietary Material"), which have been or are hereafter written, originated or made by any of them or any of their respective employees, Subcontractors or agents and by the persons related to the Operator in connection with this Contract shall be owned by and be the property of the Corporation. The determination of information as Proprietary Material shall be made at the sole discretion of the Corporation.
- 29.2 The Operator shall have an irrevocable, royalty-free, non-exclusive license to use the Proprietary Material during the term of this Contract for all purposes connected with fulfilling its obligations hereunder. However, this license shall not be transferable to any party other than to a permitted assignee under this Contract. Such license shall not continue after the suspension or termination of this Contract or the discharge by the Operator of its duties hereunder.

30. Confidentiality

- 30.1 The Operator shall cause the persons related to the Operator not to, without the

prior written consent of the Corporation, at any time divulge or disclose to any Person or use for any purpose unconnected with the Operations, Proprietary Material under this Contract. This CC Section 30.1 shall not apply to information:

- (a) Already in the public domain, otherwise than by breach of this Contract;
- (b) Already in the possession of the receiving Party before it was received from the other Party in connection with this Contract and which was not obtained under any obligation of confidentiality; or
- (c) Obtained from a third Person who is free to divulge the same and which was not obtained under any obligation of confidentiality.

30.2 The Operator shall, whenever required, take necessary steps to ensure that all Persons employed by it, under this Contract, comply with the India Official Secrets Act 1923 (XIX of 1923) and agree that it applies to them and shall continue to apply even after completion of this Contract.

30.3 No photographs of the Facilities or System or any part thereof or equipment employed thereon shall be taken or permitted by the Operator to be taken by any of its employees or any employees of its Subcontractor without the prior approval of the Competent Authority in writing and no such photographs shall be published or otherwise circulated without the approval of the Competent Authority in writing.

30.4 The Corporation shall use its best efforts to ensure that the confidential proprietary information relating to the Operator is not made public. However, the Corporation shall not be liable in any manner whatsoever in case such information becomes public.

31. Assignment

31.1 The Operator shall not subcontract the whole of the Operations or a substantial part thereof. Except where otherwise provided by the Contract, the Operator shall not subcontract any part of the Operations without the prior consent of the Competent Authority. Any such consent shall not relieve the Operator from any liability or obligation under the Contract and it shall be responsible for the acts, defaults and neglects of any Subcontractor, its agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Operator, its agents, servants or workmen.

31.2 The Operator shall not be required to obtain such consent for:

- (a) The provision of labour, or
- (b) The purchase of materials specified in the Contract.

31.3 In the event of a Subcontractor having undertaken towards the Operator in respect of the work executed, or the goods, materials, plant or Operations supplied by such Subcontractor, any continuing obligation extending for a period exceeding that of the Contract Period under the Contract, the Operator shall at any time, after the expiration of such period, assign to the Corporation, at the Corporation's request and cost, the benefit of such obligation for the unexpired duration thereof.

K. Default of Operator

32. Events of Default

32.1 At any time after the Commencement Date, the Competent Authority may investigate each case where the Operator has failed to properly perform the Operations in accordance with this Contract. The Competent Authority shall issue a notice to the Operator, instructing him to rectify the failure within a reasonable time.

32.2 An event of default on the part of the Operator, which results from the Operator being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

- (a) The Competent Authority certifies to the Corporation, with a copy to the Operator, that, in its opinion, the Operator:
 - i. Has repudiated the Contract, or
 - ii. Without reasonable excuse has failed to commence Operations in accordance with this Contract, and pursuant to the Commencement Date; or failed to complete the Operations within the time stipulated for completion;
- (b) Gross misconduct of the Operator;
- (c) Despite previous warning from the Competent Authority, in writing, is otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
- (d) Operator persistently fails to follow Good Operating Practices in execution of the Contract;
- (e) If the Operator changes the use to which any part or whole of the Site is put, or initiates a variation without the required approval of the Competent Authority;
- (f) The Operator stops providing the Operations for one (1) day and the stoppage has not been authorised by the Competent Authority;
- (g) The Competent Authority gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Operator fails to correct it within a reasonable period of time determined by the Competent Authority;
- (h) If the Operator is in breach of any law or statute governing the Operations;
- (i) The Operator does not maintain a security, which is required; and
- (j) The Operator, in the judgement of the Corporation has engaged in Corrupt Practices Fraudulent Practices in competing for or in carrying out the Operations under the Contract;
- (k) If the Operator fails to obtain or keep in force the insurance requirements under this Contract;
- (l) The Operator (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Corporation;
- (m) The Operator is unable to maintain the composition and structure of its organization due to any of the following causes:
 - i. The Operator enters into voluntary or involuntary bankruptcy, or liquidation;
 - ii. The Operator becomes insolvent;
 - iii. A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets; and
 - iv. Any act is done or event occurs with respect to the Operator or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events.

33. Consequences of Default

33.1 If a default by the Operator is said to have occurred pursuant to CC Section 31.1, the Corporation may, after giving three (3) days notice to the Operator, enter upon the Site, the Facilities and/or System, and terminate the Contract without thereby releasing the Operator from any of its obligations under the Contract, or affecting the rights and authorities conferred on the Corporation by the Contract. The Corporation may use so much of the Operator's equipment, temporary works and

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materials as it may think proper.

- 33.2 If the Contract is terminated because of an Operator's event of default, the Corporation shall be entitled to invoke the Security Deposit and carry out the Operations through a Successor Operator or departmentally and at the risk and cost of the Operator. If the total amount due to the Corporation exceeds any payment due to the Operator the difference shall be a debt payable to the Corporation.
- 33.3 If the Contract is terminated because of an Operator's event of default, all materials on the Site, plant, equipment and temporary works shall be deemed to be the property of the Corporation,
- 33.4 Unless prohibited by law, the Operator shall, if so instructed by the Competent Authority within three (3) days of such entry and termination referred to in CC Section 33.1, assign to the Corporation the benefit of any Contract for the supply of any goods or materials or Operations, which the Operator may have entered into for the purposes of the Contract.

L. Default of Corporation

34. Events of Default

- 34.1 An event of default on the part of the Corporation, affecting the performance of the Operator's Operations, shall be deemed to have occurred due to any of the following causes:
- (a) The Corporation does not give access to part of the Site by the Commencement Date;
 - (b) The Corporation does not make a payment certified by the Competent Authority, within ninety (90) days from the day of receipt of the Competent Authority's certificate;
 - (c) The Competent Authority instructs the Operator to stop providing the Operations and the instruction is not withdrawn within three (3) days; and
 - (d) The Corporation is in breach of any law or statute governing this Contract.

35. Consequences of Default

- 35.1 Pursuant to CC Section 35, the Operator may terminate its employment under the Contract by giving notice to the Competent Authority, with a copy to the Municipal Commissioner. Such termination shall take effect fourteen (14) days after giving the said notice.
- 35.2 If the Corporation, before the expiry of the above notice period, or immediately thereafter removes the cause of its default, the Operator's entitlement under CC Section 35.1 shall lapse in respect of such defaults, and the Operator shall continue with/resume normal working as soon as is reasonably possible.

M. Risks, Indemnification & Insurance

36. Risks

- 36.1 The Corporation is responsible for excepted risks, arising solely due to the design of the Facility and System and all Force Majeure events identified in CC Section 39.
- 36.2 All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract other than the risks stated in CC Section 36.1, is the responsibility of the Operator.

37. Indemnification

- 37.1 The Operator shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Operations and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in

respect of or in relation thereto.

- 37.2 The Operator shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of,
- i. Payment of Wages Act, 1936;
 - ii. Minimum Wages Act, 1948;
 - iii. Employers Liability Act, 1938;
 - iv. The Workmen's Compensation Act, 1923;
 - v. Industrial Dispute Act, 1947;
 - vi. Indian Factories Act, 1948; and
 - vii. Maternity Benefit Act, 1961
- or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workman or other persons in or about the Operations, whether in the employment of the Operator or not, save and except where such accident or injury have resulted from any act of the Corporation, their agents or servants, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Operator be paid to compromise or compound any such claim without limiting its obligations and liabilities as above provided. The Operator shall insure against all claims damages or compensation payable under the various acts mentioned above or any modifications thereof or any other law relating thereto.

38. Insurance

- 38.1 The Operator shall provide, in the joint names of the Corporation and the Operator, insurance cover from the Commencement Date to one year beyond the end of the Contract Period, for the Operator's risks covering:
- (a) Loss of or damage of property (except the Facilities, System and Equipment) in connection with the Contract;
 - (b) Personal injury or death; and
 - (c) The Contractor's All Risk (CAR) Insurance Policy,
- The cover shall be obtained from the Directorate of Insurance, Maharashtra State only.
- 38.2 The Operator may, at its own discretion, provide for the following insurance covers,
- (a) Loss of or damage to the Facilities and/or System; and
 - (b) Loss of or damage to equipment,
- Such cover may be taken either from the Directorate of Insurance, Maharashtra State, or from any other insurance company with the approval of the Corporation.
- 38.3 The Operator shall deliver, policies and certificates to the Competent Authority for its approval before the Commencement Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 38.4 If the Operator or any of its Subcontractors does not provide any of the policies and certificates required, the Corporation may effect the insurance, which the Operator should have provided and recover the premiums the Operator has paid from payments otherwise due to the Operator or, if no payment is due, the payment of the premiums shall be a debt due to the Corporation.
- 38.5 Alterations to the terms of insurance shall not be made without the approval of the Competent Authority and both Parties shall at all times comply with any conditions of the insurance policies.

N. Force Majeure

39. Force Majeure Events

39.1 A Force Majeure event, as defined in CC Section 39.2, is said to have occurred if any such event arises after the issue of the Letter of Award of Contract and extends for a period greater than thirty (34) days, outside the control of both Parties, thereby rendering it impossible or unlawful for either Party to fulfill its Contract obligations, under the law governing the Contract.

39.2 The Force Majeure Events are:

- (a) War, invasion, mobilisation, requisition or embargo;
- (b) Rebellion, revolution, insurrection, or military or usurped power, or civil war;
- (c) Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- (d) Riot, commotion or disorder, unless solely restricted to employees of the Operator or of its Subcontractors;
- (e) Floods and any other calamity resulting from climatic imbalances; and

Provided always that such events are beyond the control of the Parties and have a Materially Adverse Effect on the Operations.

39.3 The Operator shall be under no liability whatsoever in consequence of any of the Force Majeure events referred to in this clause, whether by way of indemnity or otherwise.

39.4 Both Parties shall be released from further performance pursuant to any Force Majeure event stated in CC Section 39.2, occurring outside the control of both Parties and extending for a period greater than one hundred and eighty (180) days.

39.5 If the Contract is frustrated by a Force Majeure event, the Competent Authority shall certify that the Contract has been frustrated. The Operator shall make the Site safe and stop Operations as quickly as possible after receiving this certificate.

40. Consultation and Duty to Mitigate

40.1 For so long as the period of Force Majeure is continuing, the affected Party shall consult with the other Party, on the period and effect of the Force Majeure event, and the affected Party shall use all reasonable endeavors to alleviate its effects on the performance of its obligations under this Contract. The other Party shall afford reasonable assistance to the affected Party to alleviate the effect of the Force Majeure event on the performance by the affected Party of its obligations under this Contract. The affected Party shall use its best efforts to continue to perform its obligations hereunder and to correct or cure the same during the subsistence of such Force Majeure Event.

41. Consequences of Force Majeure

41.1 If and to the extent that any of the Force Majeure events listed in CC Section 39.2 above results in loss or damage to the Facility and/or System the Operator shall promptly give notice to the Corporation. The Corporation may direct the Operator to rectify this loss or damage to the extent required by the Corporation, at costs to be mutually agreed between the Parties. The Operator shall expeditiously rectify the loss or damage, and shall be entitled to payment of such costs. In the event that the Parties are not able to reach an agreement on the cost of rectification, the Corporation may carry out the rectification works by itself or through any agency nominated by it. The Operator shall provide all cooperation required to complete such rectification expeditiously.

42. Resumption of Performance

- 42.1 When the affected Party is able to resume performance of its obligations under this Contract, it shall give to the other Party a written notice to that effect and shall promptly, and in any event within three (3) days, resume performance of its obligation hereunder.
- 42.2 The obligations and liabilities of the Parties under this Contract would continue as long as Force Majeure Event does not impede the performance.
- 42.3 There shall be no incentive or penalty/liquidated damages applicable in the period of subsistence of a Force Majeure.

O. Taking Over

43. Taking Over Process

- 43.1 At the end of the Contract Period and subject to the provisions of CC Section 11.4, or its earlier termination except on account of default of the Operator, the Operator shall request the Competent Authority to take-over the Facilities and/or System. The Corporation shall take over the Facilities and/or System within seven (7) days of such a request being made.
- 43.2 The Operator shall:
- (a) Cease all further Operations, except for such Operations as may be necessary and instructed by the Corporation's Representative for the purpose of making safe or protecting those parts of the Facilities and/or System, and any Operations required to leave the Site in a clean and safe condition;
 - (b) Hand over all documents and supplies for which the Operator has received payments; and
 - (c) Remove Operator's equipment, which is on the Site and repatriate its entire staff and labour from the Site.
- 43.3 The Operator shall supply to the Competent Authority a detailed account of the total amount that the Operator considers payable under the Contract before the end of the Contract Period. The Competent Authority within twenty-eight (28) days of receiving the Operator's account shall certify any final payment that is due to the Operator, or indicate to the Operator the corrections or additions that are necessary. If the final account is still unsatisfactory, after the Operator resubmits it, the Competent Authority shall decide on the amount payable to the Operator and issue a payment certificate.
- 43.4 The Corporation shall any time, within a period of ninety (90) days from the Completion Date or Termination Date as applicable, carry out an independent assessment of the Facilities and/or System departmentally or through a Successor Operator. Any deficiencies in the Facilities and/or System shall be made good by or at the cost of the Operator so as to bring the Facilities and/or System into Good Repair and proper working condition, as handed over at the Commencement Date and subsequent works done pursuant to CC Sections 14 and 16, normal wear and tear excepting.

P. Security Deposit

44. Security Deposit

- 44.1 The Contractor shall pay a Security Deposit equal to the Amount indicated in the Schedule A as security for due fulfillment of the Contract, within seven (7) days after receipt of intimation in writing of acceptance of Tender.
- 44.2 The mode of making this deposit is as under.
- (a) **Initial Security Deposit:** It is optional to the Contractor to make the Initial Security Deposit in any one of the following ways:
 - i. Wholly in cash; or

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- ii. Wholly in form of National Saving Certificate pledged in favour of the Corporation or bank guarantees/fixed deposit from Nationalised/Scheduled Banks in the enclosed format; **(Annexure 1 of the Detailed Tender Notice)** or
 - iii. Partly in cash and partly in form of National Saving Certificate pledged in favour of the Corporation or bank guarantees/fixed deposit from Nationalised/Scheduled Banks in the enclosed format.
- (b) **Retention Money:** The remaining amount of the Security Deposit (if applicable as per Schedule A) shall be recovered from the Contractor's running bills at the rate of five (5) percent and such retention together with the Initial Security Deposit made as aforesaid shall not exceed in the Security Deposit as above after which such retention will cease.
- (c) The Operator will have to deposit a Bank Guarantee equal to 10% of contract amount as security towards Improvement Works, Additional Improvement Works, Extra Works to be executed by Operator.
- 44.3 All compensation or other sums of money payable by the Tenderer under the terms of this Contract or any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of this Security Deposit or from any sums which may be due or may become due to the Contractor by the Corporation on any account whatsoever, and in the event of its Security Deposit being reduced by reason of any such deduction, the Contractor shall within fifteen (15) days of receipt of notice of demand from the Corporation make good the deficit.
- 44.4 In the event of the said deposit having been made by the Contractor by delivery to the Corporation by the guarantee of the bankers of the Contractor, and of the Contractor under any of the provisions of this Contract becoming subject to or liable for any penalty for damages liquidated or un-liquidated or of the said deposit becoming forfeited or any breach or failure or determination of Contract, then, and in such case the amount of any such penalty or damages and the deposit so forfeited is not previously paid to the Corporation, shall immediately on demand be paid by the said bankers to Corporation and may be forfeited by the Corporation under and in terms of the said guarantee.
- 44.5 There shall be no liability on Navi Mumbai Municipal Corporation to pay any interest on the Performance Security deposited by or recovered from the Contractor.
- 45. Forfeiture of Security Deposit**
- 45.1 If during the term of this Contract the Operator is in Default of the due and faithful performance of its obligations under this Contract, the Corporation shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Security Deposit.
- 46. Return of Security Deposit**
- 46.1 Subject to CC Section 46.1, excepting the Security Deposit of the last Operating Year, each Security Deposit shall be returned to the Operator by the Corporation within five (5) days following the expiration of its validity, provided that there are no outstanding claims of the Corporation on the Operator. The Security Deposit of the last Operating Year shall be returned to the Operator at the end of twelve (12) months after the Completion Date or Termination Date of this Contract.
- Q. Procedure for Disputes & Arbitration**
- 47. Competent Authority's Decision**
- 47.1 If a dispute(s) of any kind whatsoever arises between the Operator and the Competent Authority's Representative the same shall be referred to the Competent Authority for its decision with detailed justification. Such reference shall be stated that it is in pursuance to this clause and is for reviewing and giving decisions by the Competent Authority. The Competent Authority shall give its decision within

fourteen (14) days of receipt of notice. If either Party is not satisfied with the decision of the Competent Authority or the Competent Authority fails to give the decision within the period of fourteen (14) days from the date of receipt of notice under this clause, such a dispute may be referred to arbitration as per CC Section 48.

48. Sole Arbitration

48.1 Except where, otherwise provided for in this Contract, all questions and disputes relating to the meaning of instruction hear in before mentioned or as to any other question, claim, right, matter of handing whatsoever, if any arising out of or relating to this Contract, specification, estimates, instructions, orders or these conditions or otherwise concerning the Operations, or the execution or failure to execute the same where arising during the progress of the Operations or after completion or abandonment thereof of any matter directly or indirectly connected with this Contract shall be referred to the sole arbitration of the Municipal Commissioner, and if the Municipal Commissioner is unable or unwilling to act as such, then the matter in dispute shall be referred to sole arbitration or such other person appointed by the Municipal Commissioner who is willing to act as such Arbitrator. In case, the Arbitrator so appointed is unable to act for any reasons, the Municipal Commissioner in the event of such inability, shall appoint another person to act as Arbitrator in accordance with the terms of the Contract. Such person shall be entitled to proceed with the reference from

the point at which its predecessors left it. It is also a term of this Contract that no Person other than a Person appointed by the Municipal Commissioner as aforesaid should act as an Arbitrator.

49. Governing Provisions

49.1 As aforesaid the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or reenactment there of and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

50. Termination of contract and settlement of disputes-

Cancellation of contract in full or in Part.

If the Contractor:

A) At any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of fourteen days from the Engineer; Or

B) Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the Engineer, Or

C) Fails to complete the works or items with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer, Or

D) Shall offer or give or agree to give to any person in corporation's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the corporation, Or

E) Shall obtain a contract with the corporation as a result of ring tendering or other non-bona-fide methods of competitive tendering Or

F) being an individual or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction)

under any insolvency act for the time being in force or make any conveyance of assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for his creditors, or

G) Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or a Manager, or

H) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or

Assigns, transfers, sublets (engagement of labour on a piece Work basis or labour with materials not to be incorporated in the Work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire Works or any portion thereof without the prior written approval of the Commissioner; the Commissioner may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the contract as a whole or only such items of Work in default from the contract.

I) In the case of abandonment of the work owing to serious illness or death of the Contractor.

The several parts of this contract have been read by / to us and fully understood by us.

IN WITNESS WHEREAS THE PARTIES HAVE EXECUTED THESE PRESETS IN CUPLICATE THE DAY AND YEAR FIRST MENTIONED ABOVE.

SIGNED & DELIVERED FOR AND ON BEHALF OF NAVI MUMBAI MUNICIPAL CORPORATION

Signature

Designation

In the presence of witness

1. Address

2. Address

SIGNED AND DELIVERED FOR AND ON BEHALF OF

.....

In the presence of witness

1. Address

2. Address

Appendices to the Contract – Navi Mumbai Municipal Corporation

Part III

Appendices to the Contract

**(PERFORMANCE-BASED SERVICE CONTRACT
FOR THE PROVISION OF WATER SUPPLY SERVICES)**

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Appendix 1

Facilities & System Information Operation & Maintenance Schedules and Drawings.

**LIST OF ASSETS TO BE HANDED OVER
APPENDIX 1 TO THE CONDITIONS OF CONTRACT
FOR A PERFORMANCE-BASED SERVICE CONTRACT
FOR THE PROVISION OF WATER SUPPLY SERVICES**

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DIGHA WARD -ATTACHMENT 1 :

Facilities and system (Asset Information at Handover) in Zone-18

	Sub Zone :	WD- IV & II	WD- III	WD- I/A & I/B	WD- VI	WD- VII	WD- VIII	WD- V
a)	Area Covered	Digha,(east/west) Namdeo nagar, Bindumadhav nagar, Sanjay Gandhinagar	Vishnunagar, Pandharinagar, Vijaynagar.	Ilthanpada, Subhash nagar.	Ramnagar, .	Ishwarnagar, Anandnagar, Balinagar, Sadagurunagar.	Ganpatipada, Savitrinagar, Phule nagar Balinagar(part).	Sathenagar, Ganeshnagar, Ambedker nagar, Durganagar, Bindumadhavnagar(part) Krishnawadi (part)
b)	No. of Pump Houses	Nil	Nil	1 No	Nil	Nil	Nil	1 No
c)	Source of Water Supply	80 mm dia direct from MIDC main line.	50 mm dia direct from MIDC main line.	50 mm dia & 150mmdirect from MIDC main line.	50 mm dia direct from MIDC main line.	100 mm dia direct from MIDC main line.	50 mm dia direct from MIDC main line.	80 mm dia direct from MIDC main line.
d)	Present Water Demand	2.94 MLD	2.48 MLD	3.35 MLD	1.34 MLD	3.30 MLD	2.09 MLD	2.56 MLD
e)	Present Water Supply	2.30 MLD	0.60 MLD	2.63 MLD	1.80 MLD	2.77 MLD	2.45 MLD	4.15 MLD
f)	Telephone line required	No	No	No	No	No	No	No
g)	Average Power Consumption							

B. Details of Consumers : Zone - 18

Component	Description / Specification		WD- IV & II	WD- III	WD- I/A & I/B	WD- VI	WD- VII	WD-VIII	WD- V
Consume connections	Category	Size in mm							
	Nodal								
(i) Metered	Domestic	15 to 150	910	1025	1440	828	1900	365	417
	Commercial	15	28	8	10	6	10	40	15
	Institutional	15 to 25	5	1	2	0	5	0	0
	Total			943	1034	1452	834	1915	405
(ii) Unmetered	Individual	15	307	121	69	15	100	194	209
(iii) Stand post		15	25	26	23	18	23	14	11
	Grant Total		1275	1181	1544	867	2038	613	652

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Attachment 2: Preventive and routine Maintenance Schedules:

(a) ESR/GSR/HSR Complex and other Civil Structures:

- i. Check, on a daily basis, all equipment such as water level indicators, lightening arresters, valves, pipes, ventilators, manhole covers, ladders, railings, etc. and attend to repairs within 24 hours as and when necessary to keep the equipment in proper working condition.
- ii. Check and attend to leakages in ESR/GSR/HSR containers and roof slabs of other civil structures from time to time.
- iii. Maintain ESR/GSR/HSR complex in mosquito proof conditions, maintain the premises clean.
- iv. Carry out the following activities :
 - Cleaning & disinfecting interiors of ESR/GSR/HSR on half yearly basis;
 - Providing civil repairs to all structures except ESR but including compound wall, gate, roads/pathways, drains; and
 - Painting all structures including ancillary structure on yearly basis.
 - Painting of ESR in three years.

(b) Pumps, Motors, Panel Boards, etc.:

- i. Check, on a daily basis, all equipment such as pumps, motors, electrical cable contacts/lugs, various components of panel board, starters, OCBs (Oil Circuit Breakers) and attend to repairs within 24 hours & as and when faults occur so as to keep the equipment in proper working condition.

The Operator shall carry out routine maintenance of all equipment as per manufacturer's instruction manual, where available.

- ii. Check, periodically, all pumps, motors, electrical cables, various types of component of panel boards, capacitors, starters, OCBs, etc. and rectify the defects detected so as to ensure efficient operations.

(c) Transformer Sub-Station, Power Temple and Kiosk:

- i. Check, periodically and at least once every three months, all equipment in transformer sub-station, power temple, kiosk and carry out repairs or replacement as necessary to keep the equipment in efficient working condition. Emphasis shall be given to the following:
 - Working of contacts of GOD (Ground Operated Disconnecter);
 - Topping of transformer oil;
 - Balancing of load and voltage;
 - Assessing condition of dehydrating-breathers and replacing, if required;
 - Checking voltage tap changing switch function;
 - Conducting dielectric strength and acid test of transformer oil and

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- filtering or replacing of oil if required;
 - Checking carbon deposition, loose contacts of DO (Drop Out) fuse and bus bars and replacing necessary components, if required;
 - Testing insulation by megger;
 - Checking continuity for proper earth connections; and
 - Checking resistance of earth pits and earth electrode.
- ii. Paint transformer, poles and fencing, and metal spreading twice in a year, before and after monsoons.
- (d) **Chlorinators & Chlorine Cylinders / Tonners :**
- i. Check daily, chlorinators and attend to repairs as and when necessary to keep the chlorinator in proper working condition.
 - ii. Check the quantity of chlorine gas in cylinders and provide chlorine cylinders / tonners so as to maintain residual chlorine content.
- (e) **Distribution Network:**
- i. Check, on a routine basis, daily-operated valves (Attachment 4 of Appendix 1), pipelines, pressure gauges, etc. and attend to repairs as and when necessary to keep the distribution system in proper working condition and leak proof.
 - ii. Every three months, operate, grease, tighten nut bolts, and replace glands of all valves other than those operated daily, so as to maintain proper functioning.
 - iii. In consultation with the flow meter manufacturer and based on the manuals, maintain flow meters and report defects for rectification, to the concerned Engineer and manufacturer.
 - iv. Cleaning & repairs to valve chambers & its covers.

DRAWINGS

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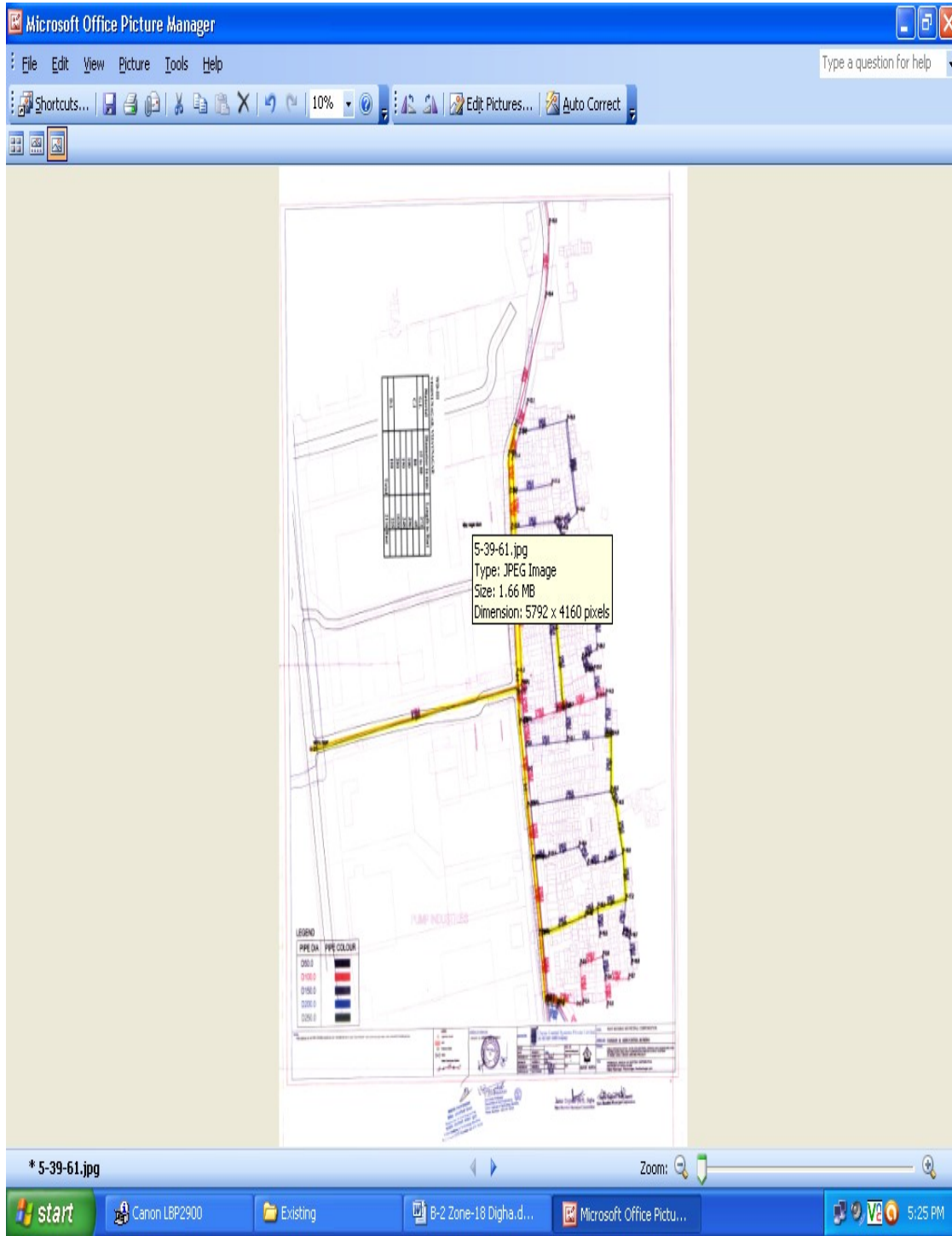
Operator Staff Requirement – Navi Mumbai Municipal Corporation

Existing drawings

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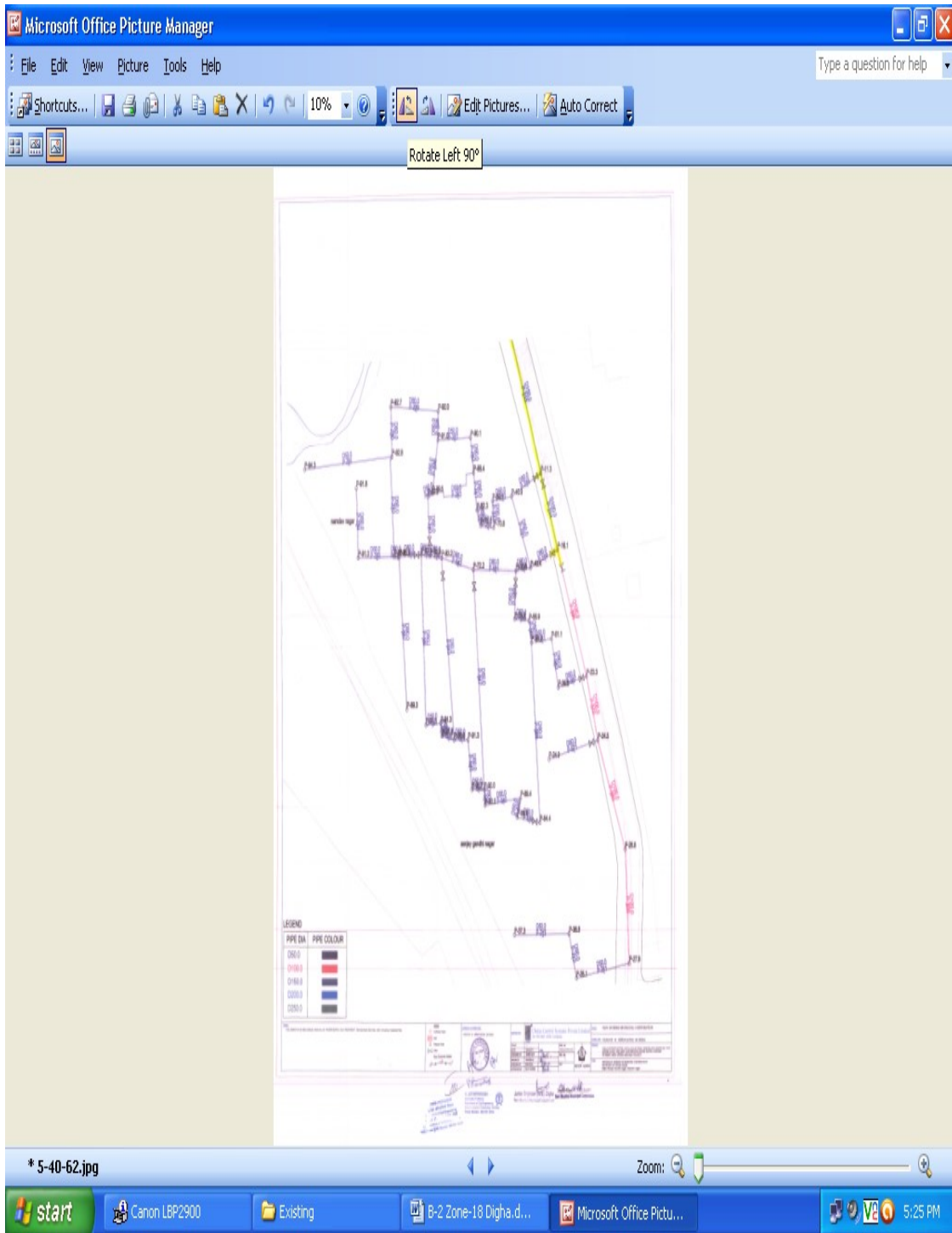
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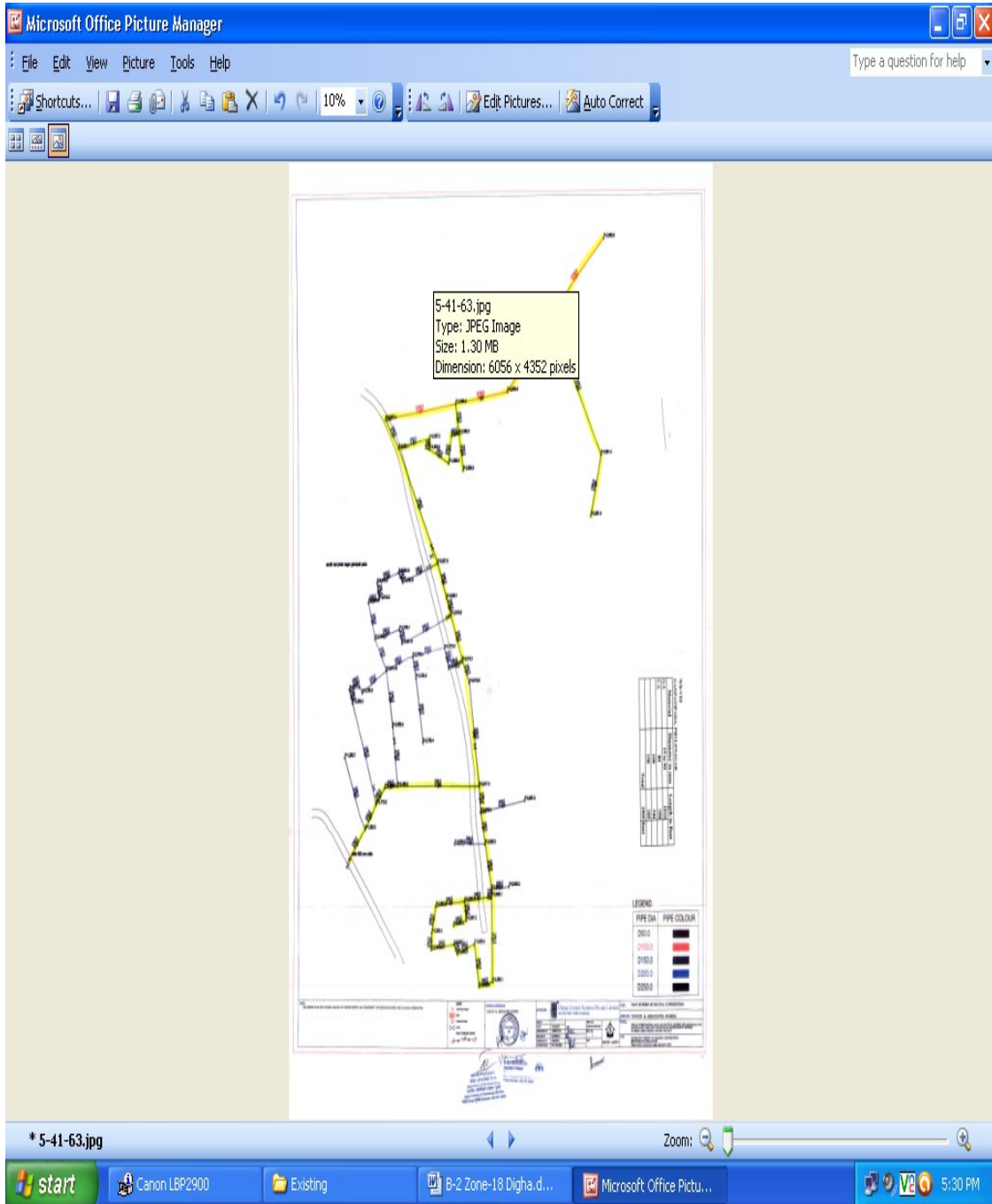
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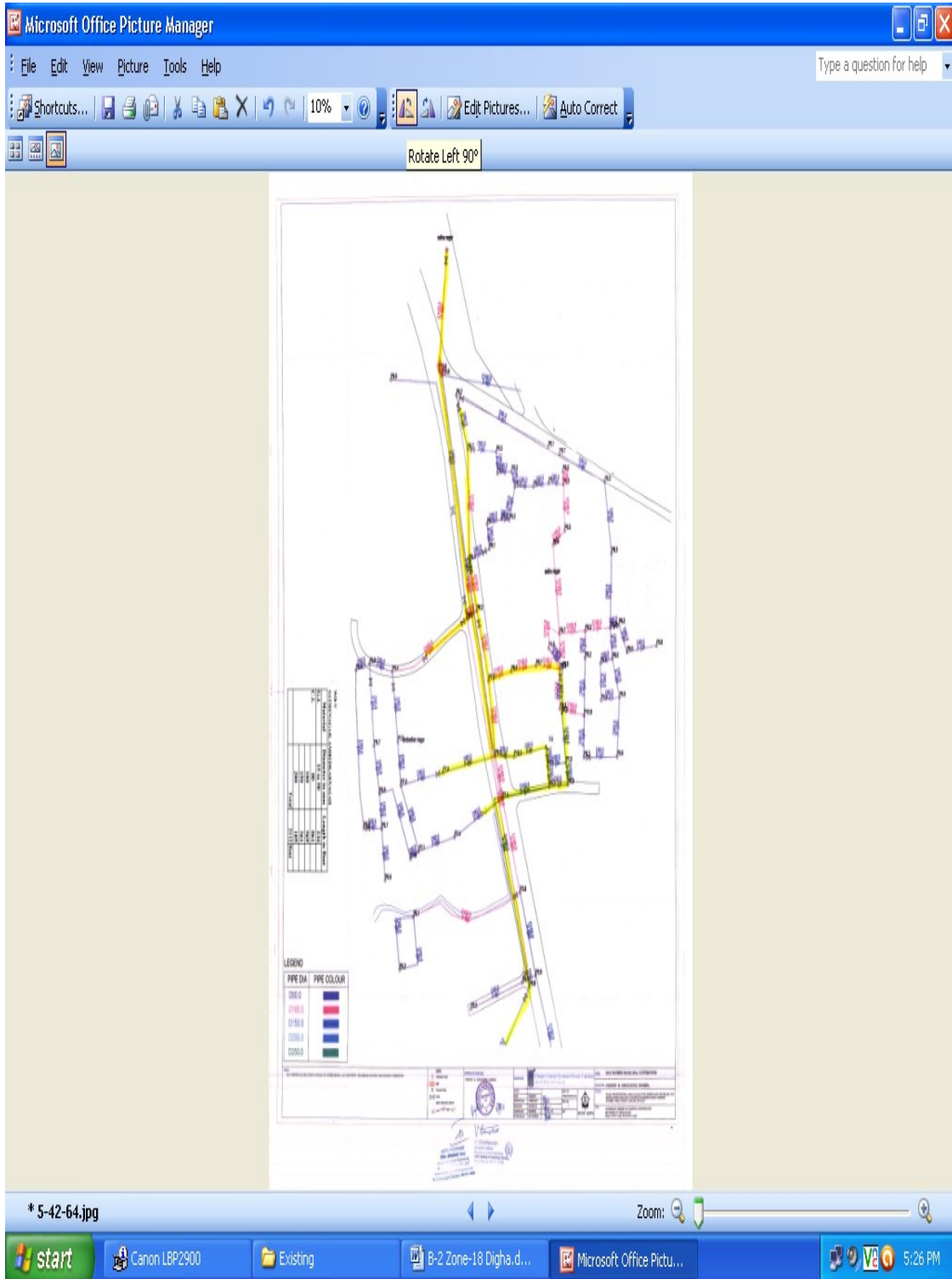
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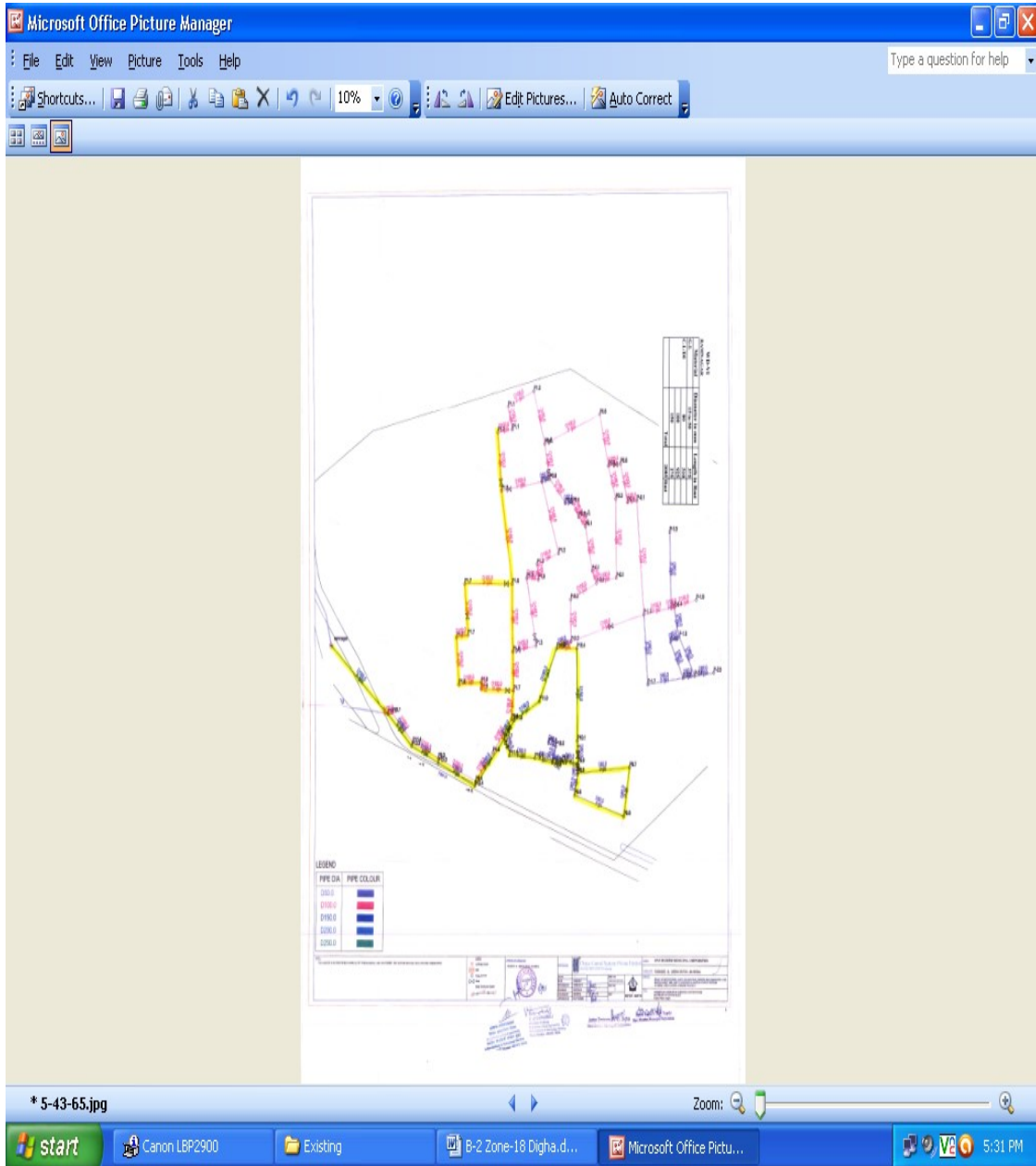
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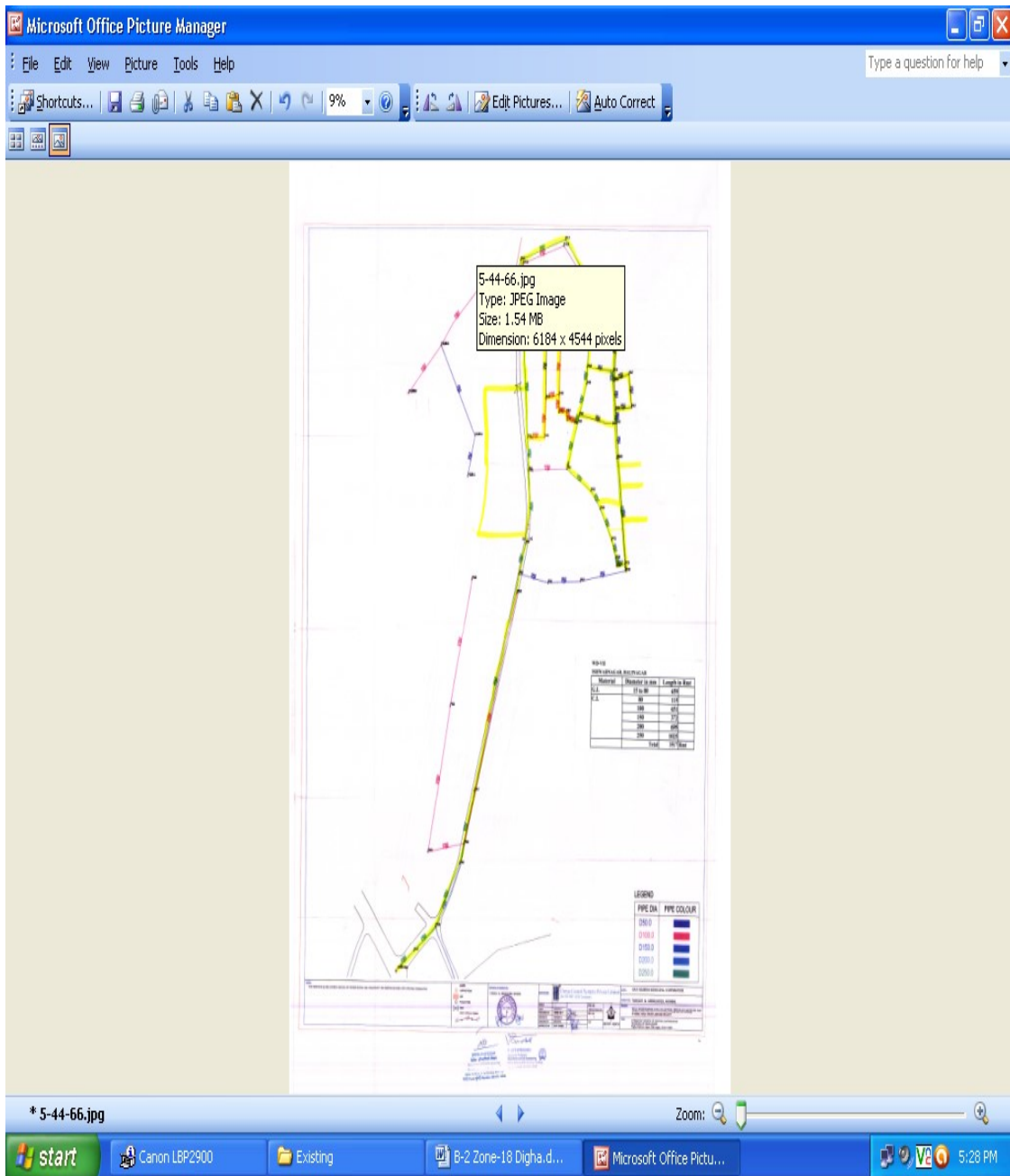
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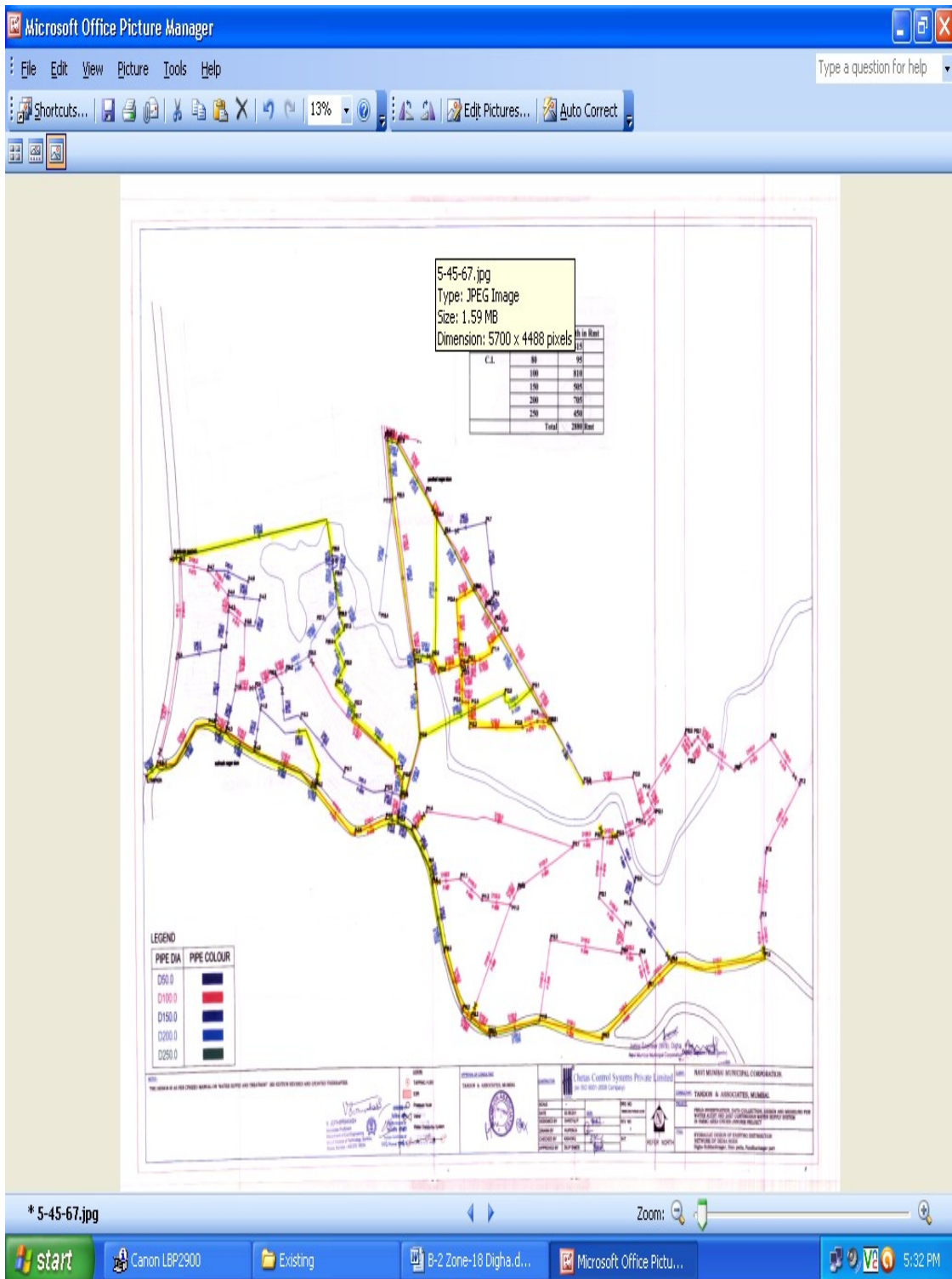
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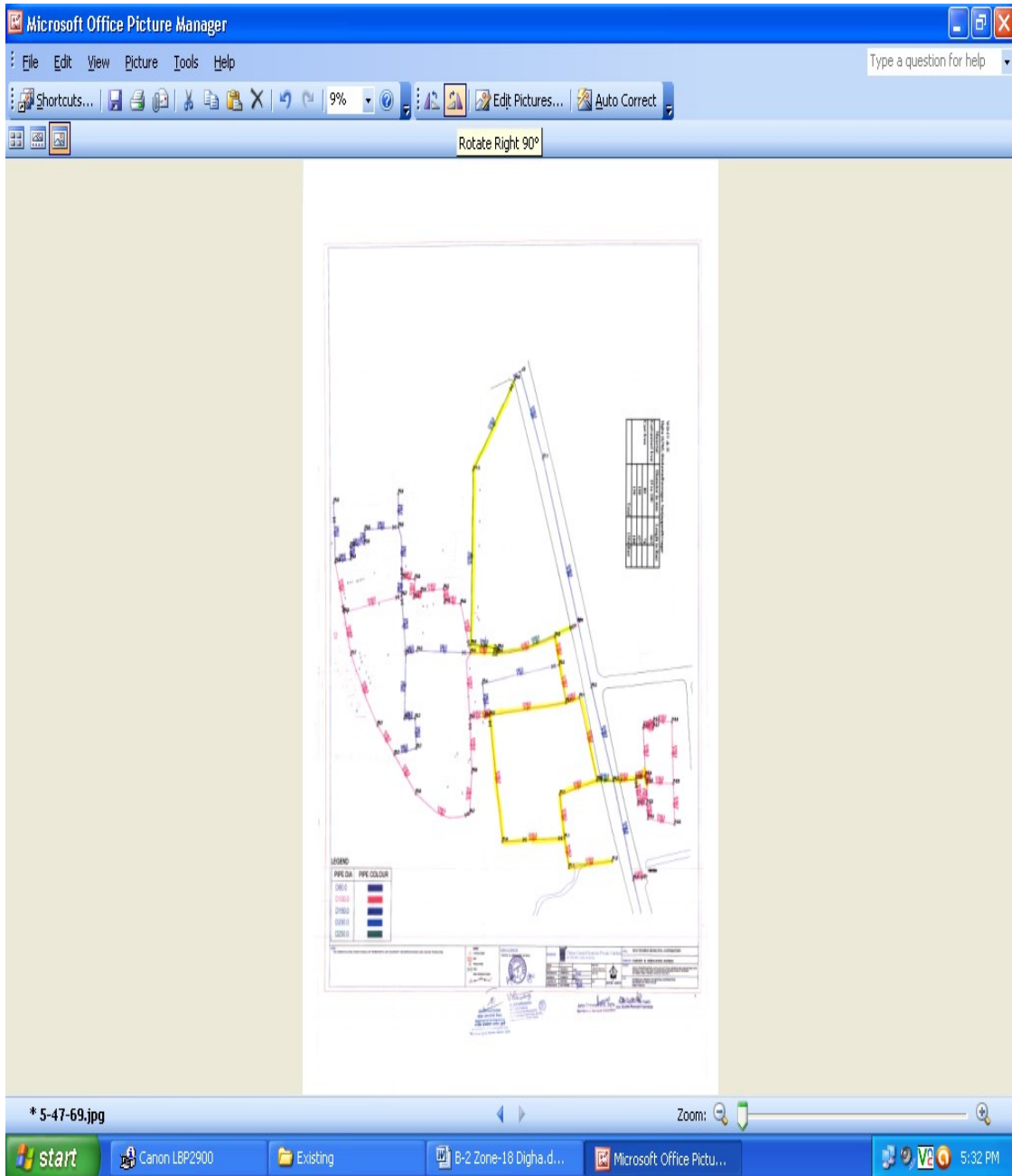
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Proposed Drawings

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Type a question for help

Shortcuts... 17% Edit Pictures... Auto Correct

5-30-52.jpg
Type: JPEG Image
Size: 1.15 MB
Dimension: 4760 x 3528 pixels

NOTES-

1. THE DESIGN IS AN PRELIMINARY DRAWING OF "WATER SUPPLY AND TREATMENT" AND NOT A CONTRACT DOCUMENT AND SHOULD BE USED FOR INFORMATION ONLY.
2. AS PER THE EXISTING PIPE LINES TO BE RETAINED AS IS.
3. ALL DIMENSIONS ARE IN METERS & SHOWN TO THE RIGHT.

LEGEND

PROPOSED LEGEND

SYMBOL	DESCRIPTION
Red line	100mm Dia. Pipe
Blue line	150mm Dia. Pipe
Green line	200mm Dia. Pipe
Black line	250mm Dia. Pipe
Yellow line	300mm Dia. Pipe
Orange line	350mm Dia. Pipe
Light Green line	400mm Dia. Pipe
Light Blue line	450mm Dia. Pipe
Light Yellow line	500mm Dia. Pipe
Light Orange line	550mm Dia. Pipe
Light Green line	600mm Dia. Pipe
Light Blue line	650mm Dia. Pipe
Light Yellow line	700mm Dia. Pipe
Light Orange line	750mm Dia. Pipe
Light Green line	800mm Dia. Pipe
Light Blue line	850mm Dia. Pipe
Light Yellow line	900mm Dia. Pipe
Light Orange line	950mm Dia. Pipe
Light Green line	1000mm Dia. Pipe
Light Blue line	1050mm Dia. Pipe
Light Yellow line	1100mm Dia. Pipe
Light Orange line	1150mm Dia. Pipe
Light Green line	1200mm Dia. Pipe
Light Blue line	1250mm Dia. Pipe
Light Yellow line	1300mm Dia. Pipe
Light Orange line	1350mm Dia. Pipe
Light Green line	1400mm Dia. Pipe
Light Blue line	1450mm Dia. Pipe
Light Yellow line	1500mm Dia. Pipe
Light Orange line	1550mm Dia. Pipe
Light Green line	1600mm Dia. Pipe
Light Blue line	1650mm Dia. Pipe
Light Yellow line	1700mm Dia. Pipe
Light Orange line	1750mm Dia. Pipe
Light Green line	1800mm Dia. Pipe
Light Blue line	1850mm Dia. Pipe
Light Yellow line	1900mm Dia. Pipe
Light Orange line	1950mm Dia. Pipe
Light Green line	2000mm Dia. Pipe
Light Blue line	2050mm Dia. Pipe
Light Yellow line	2100mm Dia. Pipe
Light Orange line	2150mm Dia. Pipe
Light Green line	2200mm Dia. Pipe
Light Blue line	2250mm Dia. Pipe
Light Yellow line	2300mm Dia. Pipe
Light Orange line	2350mm Dia. Pipe
Light Green line	2400mm Dia. Pipe
Light Blue line	2450mm Dia. Pipe
Light Yellow line	2500mm Dia. Pipe
Light Orange line	2550mm Dia. Pipe
Light Green line	2600mm Dia. Pipe
Light Blue line	2650mm Dia. Pipe
Light Yellow line	2700mm Dia. Pipe
Light Orange line	2750mm Dia. Pipe
Light Green line	2800mm Dia. Pipe
Light Blue line	2850mm Dia. Pipe
Light Yellow line	2900mm Dia. Pipe
Light Orange line	2950mm Dia. Pipe
Light Green line	3000mm Dia. Pipe
Light Blue line	3050mm Dia. Pipe
Light Yellow line	3100mm Dia. Pipe
Light Orange line	3150mm Dia. Pipe
Light Green line	3200mm Dia. Pipe
Light Blue line	3250mm Dia. Pipe
Light Yellow line	3300mm Dia. Pipe
Light Orange line	3350mm Dia. Pipe
Light Green line	3400mm Dia. Pipe
Light Blue line	3450mm Dia. Pipe
Light Yellow line	3500mm Dia. Pipe
Light Orange line	3550mm Dia. Pipe
Light Green line	3600mm Dia. Pipe
Light Blue line	3650mm Dia. Pipe
Light Yellow line	3700mm Dia. Pipe
Light Orange line	3750mm Dia. Pipe
Light Green line	3800mm Dia. Pipe
Light Blue line	3850mm Dia. Pipe
Light Yellow line	3900mm Dia. Pipe
Light Orange line	3950mm Dia. Pipe
Light Green line	4000mm Dia. Pipe
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Light Orange line	4150mm Dia. Pipe
Light Green line	4200mm Dia. Pipe
Light Blue line	4250mm Dia. Pipe
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Light Orange line	4350mm Dia. Pipe
Light Green line	4400mm Dia. Pipe
Light Blue line	4450mm Dia. Pipe
Light Yellow line	4500mm Dia. Pipe
Light Orange line	4550mm Dia. Pipe
Light Green line	4600mm Dia. Pipe
Light Blue line	4650mm Dia. Pipe
Light Yellow line	4700mm Dia. Pipe
Light Orange line	4750mm Dia. Pipe
Light Green line	4800mm Dia. Pipe
Light Blue line	4850mm Dia. Pipe
Light Yellow line	4900mm Dia. Pipe
Light Orange line	4950mm Dia. Pipe
Light Green line	5000mm Dia. Pipe
Light Blue line	5050mm Dia. Pipe
Light Yellow line	5100mm Dia. Pipe
Light Orange line	5150mm Dia. Pipe
Light Green line	5200mm Dia. Pipe
Light Blue line	5250mm Dia. Pipe
Light Yellow line	5300mm Dia. Pipe
Light Orange line	5350mm Dia. Pipe
Light Green line	5400mm Dia. Pipe
Light Blue line	5450mm Dia. Pipe
Light Yellow line	5500mm Dia. Pipe
Light Orange line	5550mm Dia. Pipe
Light Green line	5600mm Dia. Pipe
Light Blue line	5650mm Dia. Pipe
Light Yellow line	5700mm Dia. Pipe
Light Orange line	5750mm Dia. Pipe
Light Green line	5800mm Dia. Pipe
Light Blue line	5850mm Dia. Pipe
Light Yellow line	5900mm Dia. Pipe
Light Orange line	5950mm Dia. Pipe
Light Green line	6000mm Dia. Pipe
Light Blue line	6050mm Dia. Pipe
Light Yellow line	6100mm Dia. Pipe
Light Orange line	6150mm Dia. Pipe
Light Green line	6200mm Dia. Pipe
Light Blue line	6250mm Dia. Pipe
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Light Orange line	6350mm Dia. Pipe
Light Green line	6400mm Dia. Pipe
Light Blue line	6450mm Dia. Pipe
Light Yellow line	6500mm Dia. Pipe
Light Orange line	6550mm Dia. Pipe
Light Green line	6600mm Dia. Pipe
Light Blue line	6650mm Dia. Pipe
Light Yellow line	6700mm Dia. Pipe
Light Orange line	6750mm Dia. Pipe
Light Green line	6800mm Dia. Pipe
Light Blue line	6850mm Dia. Pipe
Light Yellow line	6900mm Dia. Pipe
Light Orange line	6950mm Dia. Pipe
Light Green line	7000mm Dia. Pipe
Light Blue line	7050mm Dia. Pipe
Light Yellow line	7100mm Dia. Pipe
Light Orange line	7150mm Dia. Pipe
Light Green line	7200mm Dia. Pipe
Light Blue line	7250mm Dia. Pipe
Light Yellow line	7300mm Dia. Pipe
Light Orange line	7350mm Dia. Pipe
Light Green line	7400mm Dia. Pipe
Light Blue line	7450mm Dia. Pipe
Light Yellow line	7500mm Dia. Pipe
Light Orange line	7550mm Dia. Pipe
Light Green line	7600mm Dia. Pipe
Light Blue line	7650mm Dia. Pipe
Light Yellow line	7700mm Dia. Pipe
Light Orange line	7750mm Dia. Pipe
Light Green line	7800mm Dia. Pipe
Light Blue line	7850mm Dia. Pipe
Light Yellow line	7900mm Dia. Pipe
Light Orange line	7950mm Dia. Pipe
Light Green line	8000mm Dia. Pipe
Light Blue line	8050mm Dia. Pipe
Light Yellow line	8100mm Dia. Pipe
Light Orange line	8150mm Dia. Pipe
Light Green line	8200mm Dia. Pipe
Light Blue line	8250mm Dia. Pipe
Light Yellow line	8300mm Dia. Pipe
Light Orange line	8350mm Dia. Pipe
Light Green line	8400mm Dia. Pipe
Light Blue line	8450mm Dia. Pipe
Light Yellow line	8500mm Dia. Pipe
Light Orange line	8550mm Dia. Pipe
Light Green line	8600mm Dia. Pipe
Light Blue line	8650mm Dia. Pipe
Light Yellow line	8700mm Dia. Pipe
Light Orange line	8750mm Dia. Pipe
Light Green line	8800mm Dia. Pipe
Light Blue line	8850mm Dia. Pipe
Light Yellow line	8900mm Dia. Pipe
Light Orange line	8950mm Dia. Pipe
Light Green line	9000mm Dia. Pipe
Light Blue line	9050mm Dia. Pipe
Light Yellow line	9100mm Dia. Pipe
Light Orange line	9150mm Dia. Pipe
Light Green line	9200mm Dia. Pipe
Light Blue line	9250mm Dia. Pipe
Light Yellow line	9300mm Dia. Pipe
Light Orange line	9350mm Dia. Pipe
Light Green line	9400mm Dia. Pipe
Light Blue line	9450mm Dia. Pipe
Light Yellow line	9500mm Dia. Pipe
Light Orange line	9550mm Dia. Pipe
Light Green line	9600mm Dia. Pipe
Light Blue line	9650mm Dia. Pipe
Light Yellow line	9700mm Dia. Pipe
Light Orange line	9750mm Dia. Pipe
Light Green line	9800mm Dia. Pipe
Light Blue line	9850mm Dia. Pipe
Light Yellow line	9900mm Dia. Pipe
Light Orange line	9950mm Dia. Pipe
Light Green line	10000mm Dia. Pipe

AS BUILT DRAWING

Aggregation of Water Supply Network
NMC Area Under INMUM project

PRATIBA INDUSTRIES LIMITED, MUMBAI

TANDON & ASSOCIATES, MUMBAI

NAVY MUMBAI MUNICIPAL CORPORATION

SCALE: 1:1000 (SHEET: 1 OF 4)

LOCATION: B-2 Zone-18 Digha & PANDHARIPUR (PL)

DRG. NO. - PL/ANMC/WS/DH-02

* 5-30-52.jpg

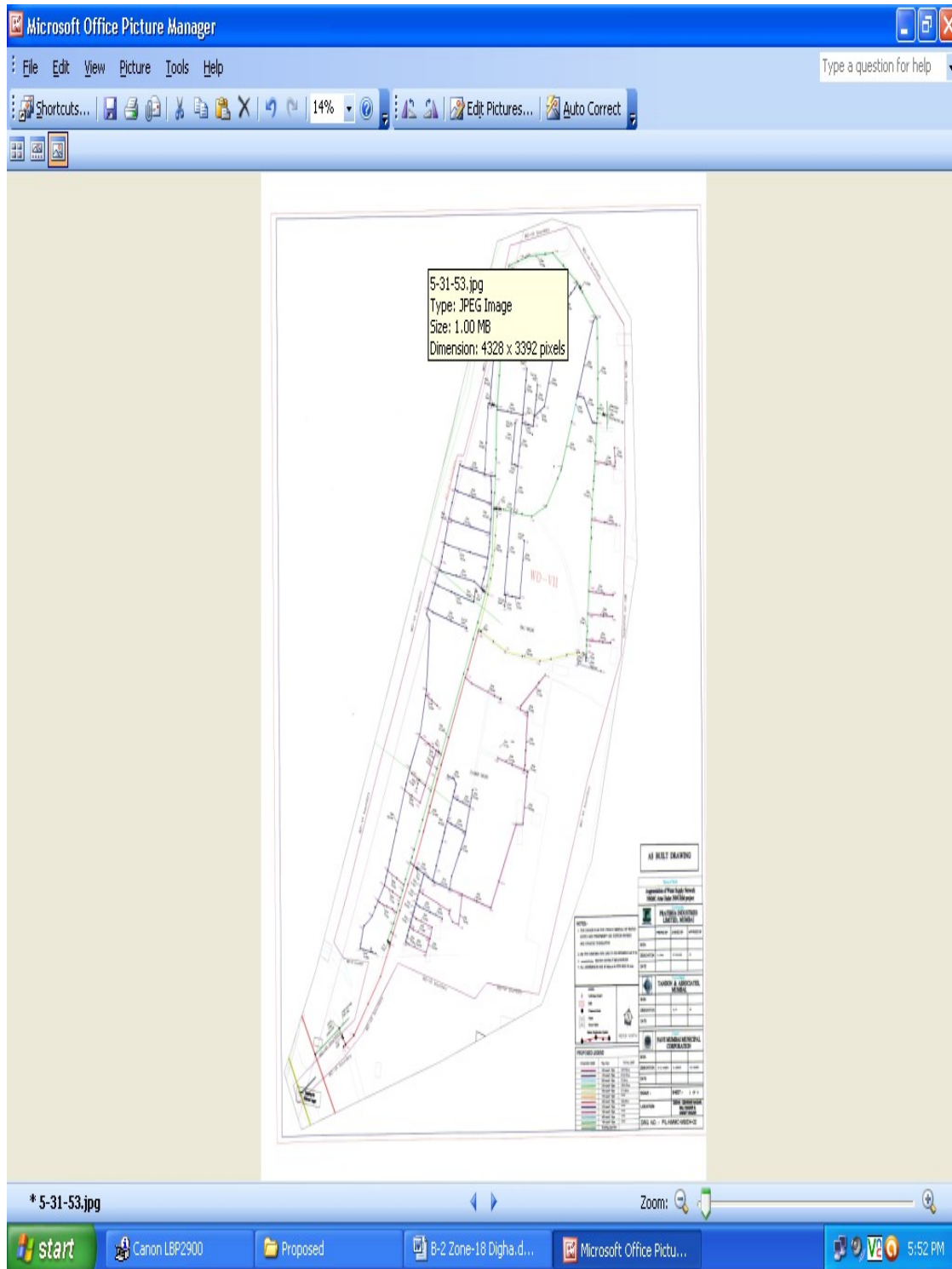
Zoom: 17%

start Canon LBP2900 Proposed B-2 Zone-18 Digha.d... Microsoft Office Pictu... 5:49 PM

Signature of Tenderer

No. of Corrections

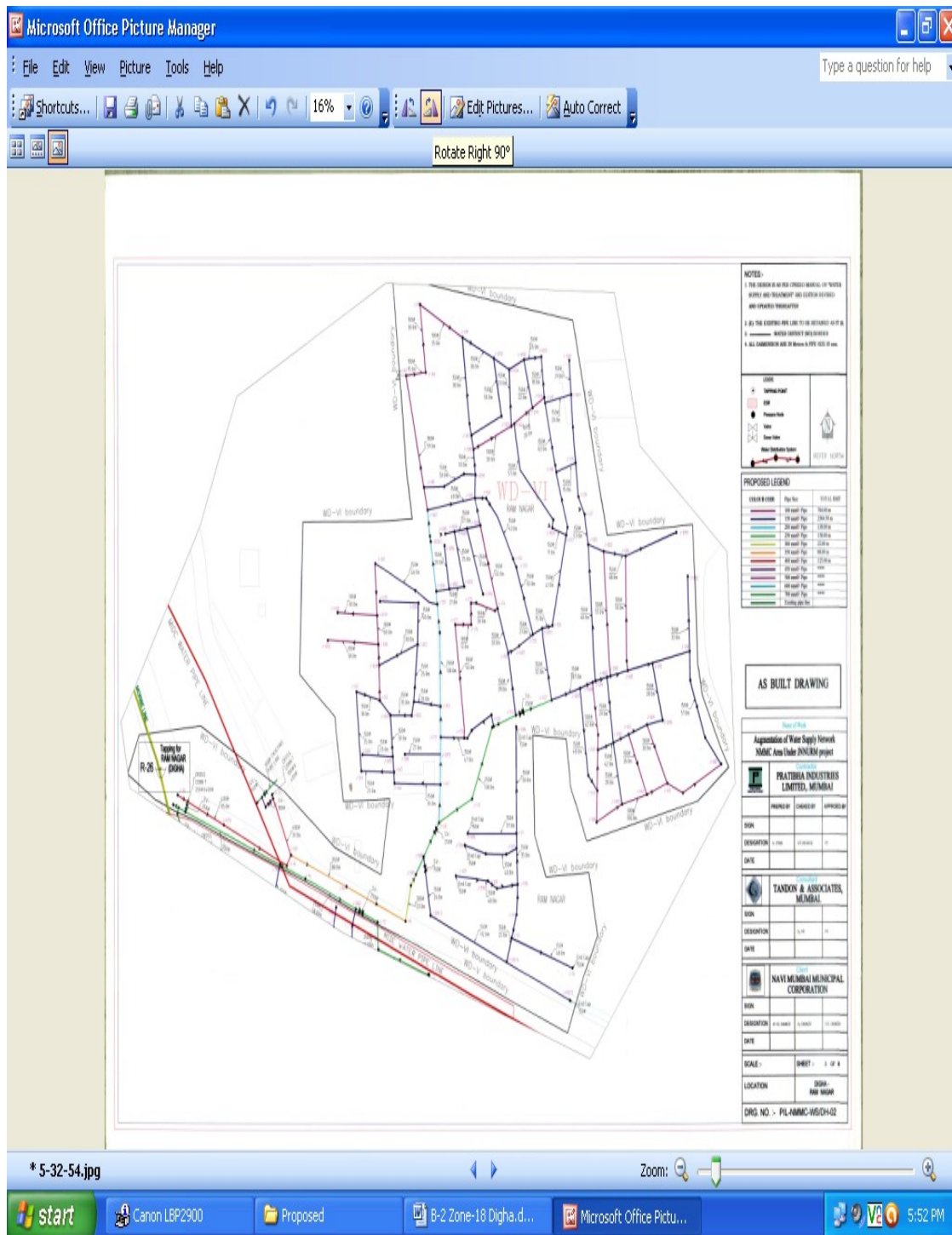
City Engineer



Signature of Tenderer

No. of Corrections

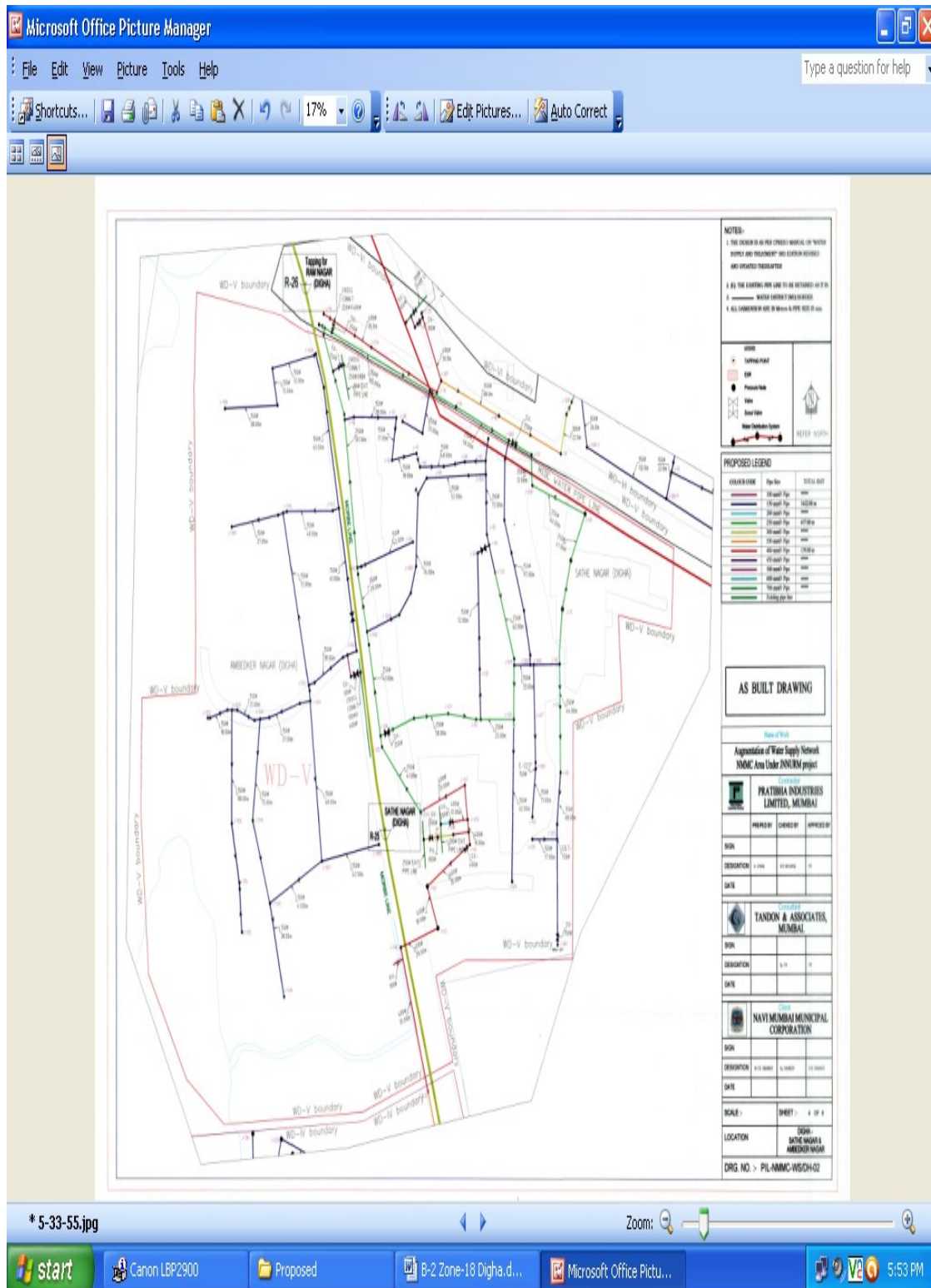
City Engineer



Signature of Tenderer

No. of Corrections

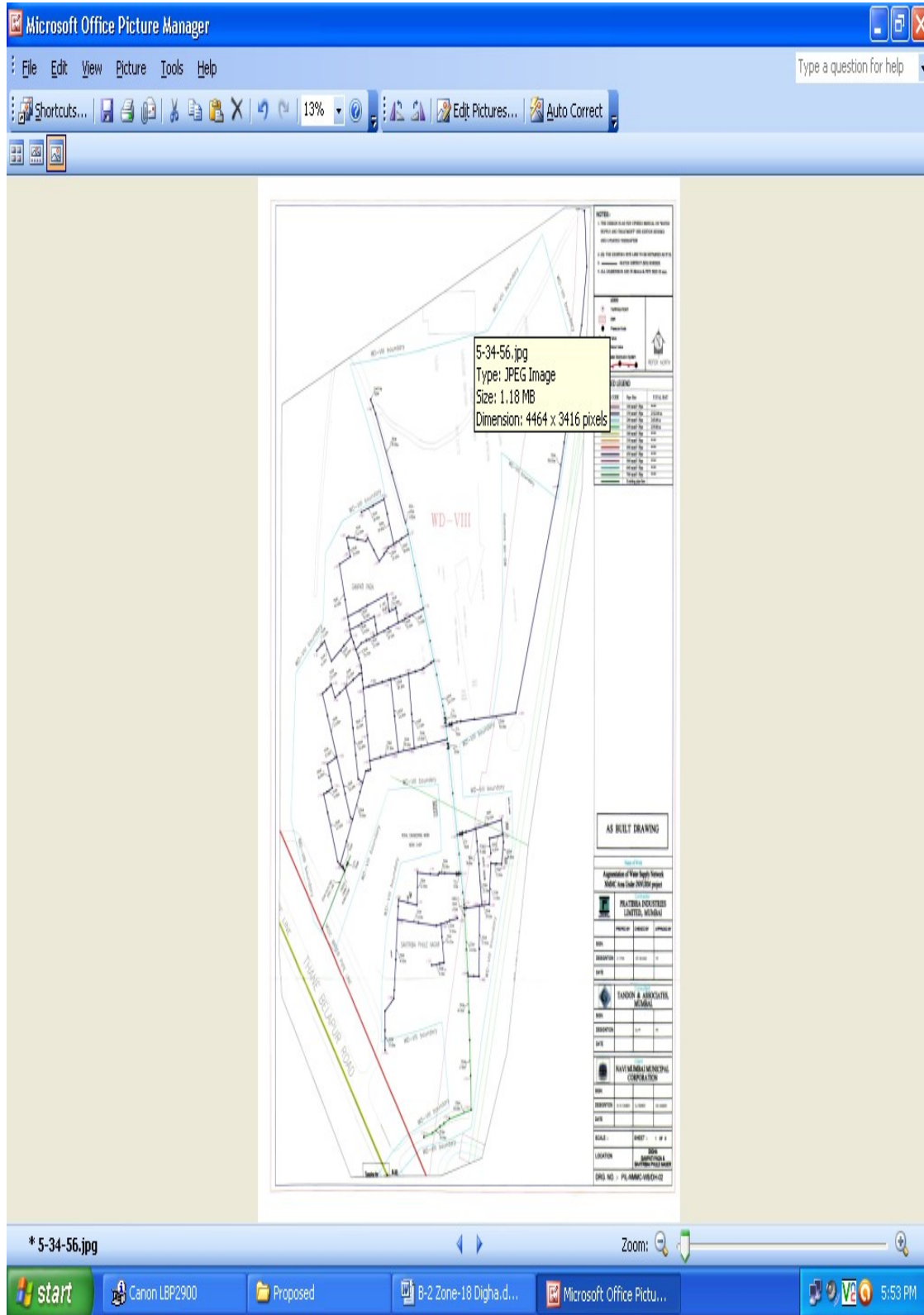
City Engineer



Signature of Tenderer

No. of Corrections

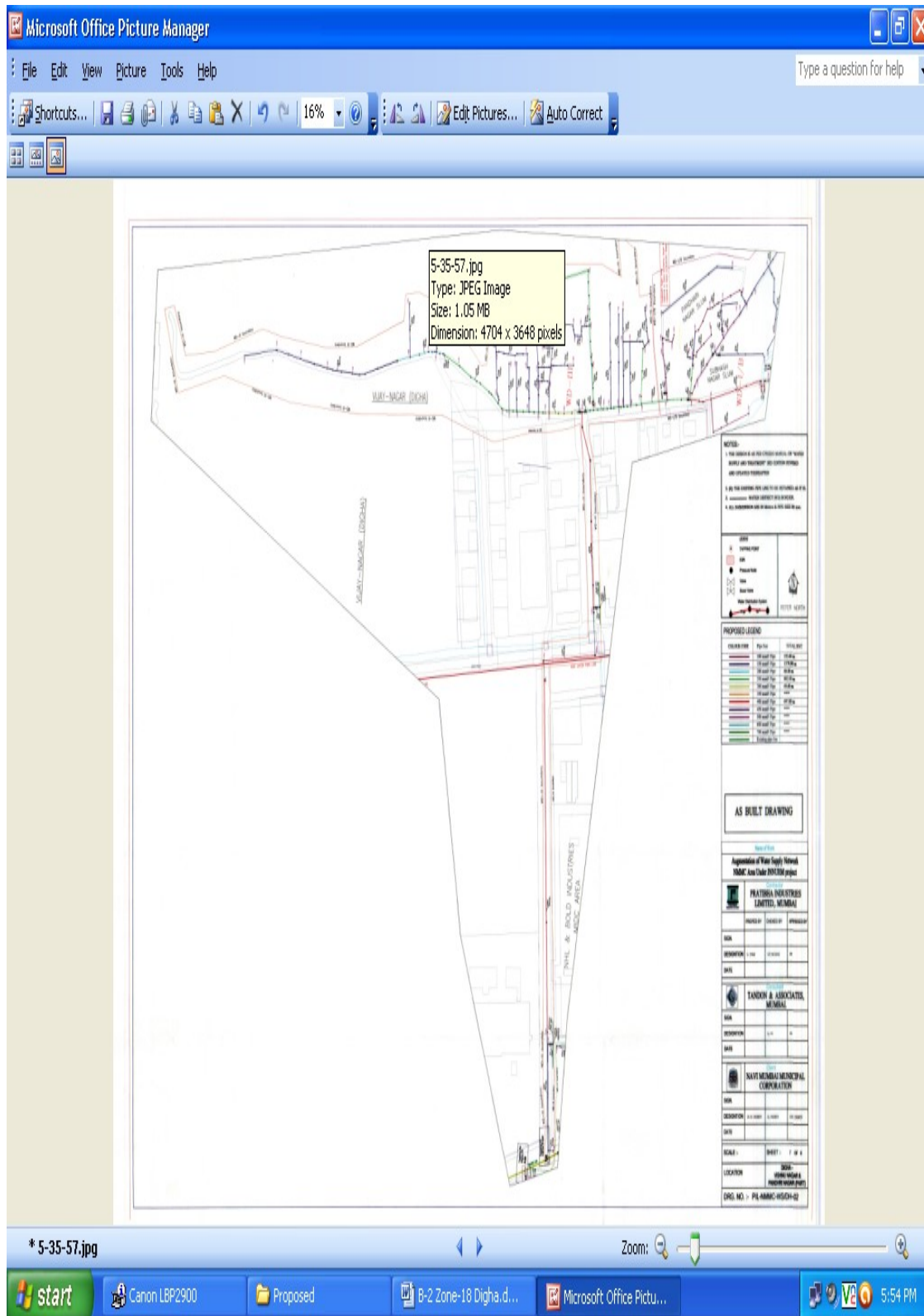
City Engineer



Signature of Tenderer

No. of Corrections

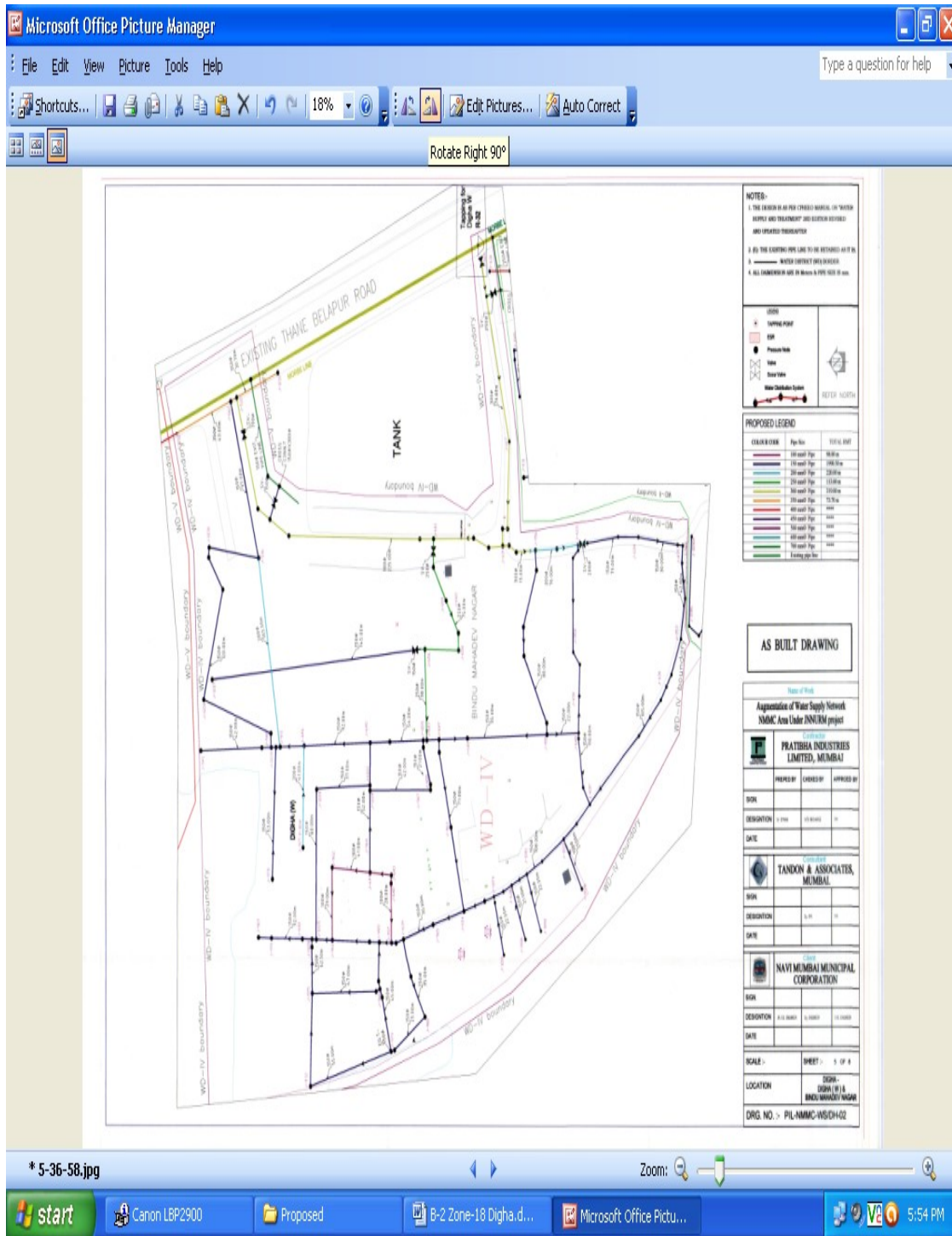
City Engineer



Signature of Tenderer

No. of Corrections

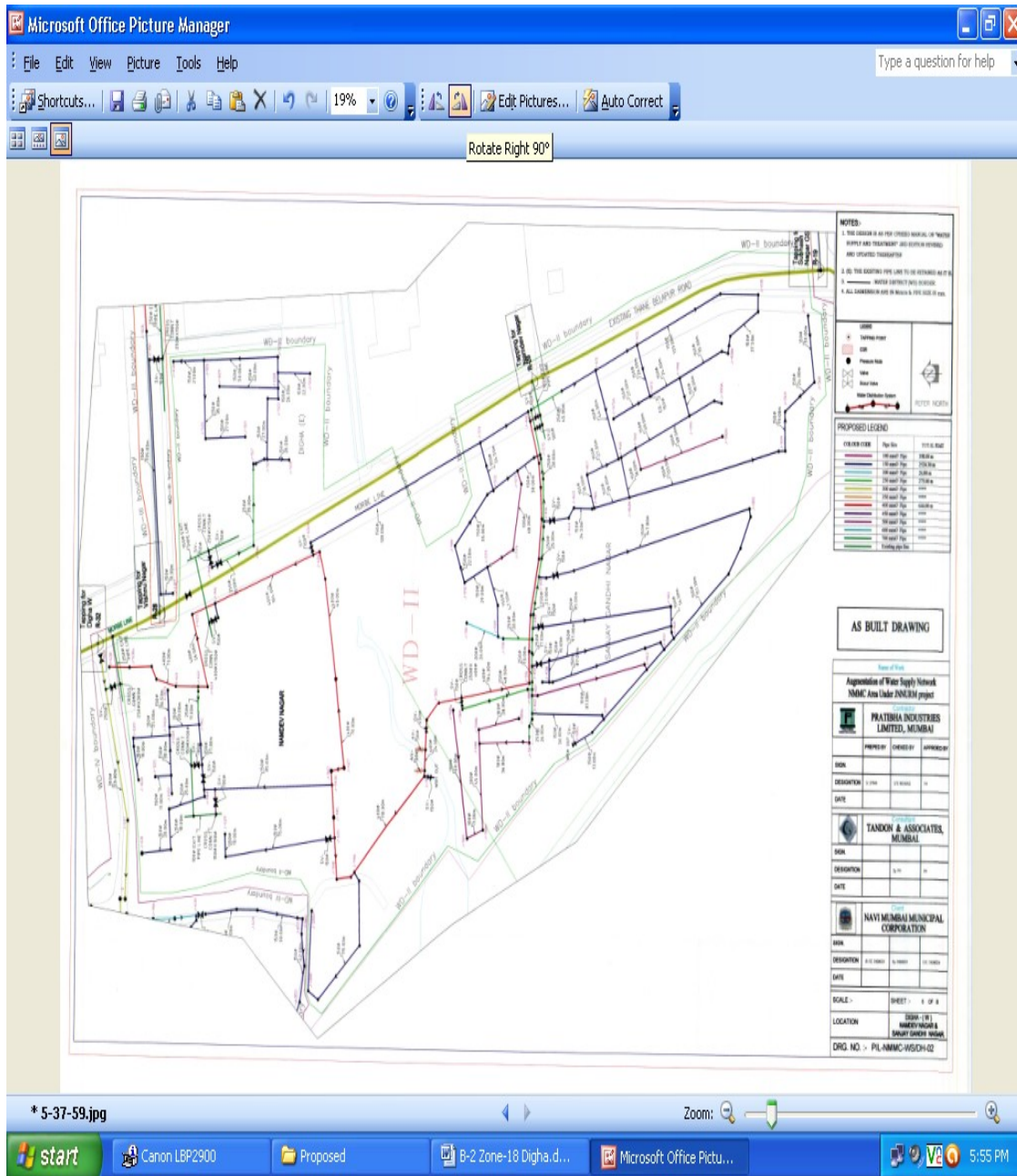
City Engineer



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No. of Corrections

City Engineer



Signature of Tenderer

No. of Corrections

City Engineer

Appendix 2

Operator Staff Requirement

**OPERATOR STAFF REQUIREMENT
APPENDIX 2 TO THE CONDITIONS OF CONTRACT
FOR A PERFORMANCE-BASED SERVICE CONTRACT
FOR THE PROVISION OF WATER SUPPLY SERVICES**

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Attachment 1: Personnel

Position/Designation	Minimum Qualification	Minimum Experience	
		Years	Nature
Manager/Supervisor	Degree or diploma in civil/mechanical/electrical engineering or equivalent	10	Construction/operation and maintenance of infrastructure project, preferably in public water supply/sewerage system.
Pump operator/Electrician	ITI certificate in trade of mechanic/ electrician/wireman trade	5	Workshop/pumping stations/ treatment plants/electrical installation.
Fitter/Plumber	ITI certificate or equivalent/ License in plumbing	5	Workshop/water supply or sewerage installation
Water meter reader	S.S.C. passed.	-	
Data Entry Operator	H.S.C. passed MSCIT	3	Data Entry & Office Work.

Designations and qualification of key staff stated in above list is mandatory while recruiting new staff for the work, however the agency may continue with existing staff considering their experience and age required of the work.

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City Engineer

Attachment 2: Salient Features of Major Labour Laws
Salient Features of Some Major Labour Laws Applicable to Establishments Engaged in Building and Other Construction Works

- a) Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952:- The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - i. Pension or Family pension on retirement or death, as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of PF accumulation on retirement/ death etc.
- d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage, etc.
- e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Operator to contract labour and in case the Operator fails to provide, the same are required to be provided, by the Principal Owner by Law. The Principal Owner is required to take Certificate of Registration and the Operator is required to take license from the designated Officer. The Act is applicable to the establishments of Operator of Principal Owner if they employ 20 or more contract labour.
- f) Minimum Wages Act 1948:- The employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runaways are scheduled employment.
- g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matter of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20 % of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs. 2250/- per month or above upto Rs. 3500/- per month shall be worked out by taking wages as Rs. 200/- per month only. The Act does not apply to certain establishments. The newly set- up establishments are exempted for five years in certain circumstances. Some of

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City Engineer

the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- j) Industrial Disputes Act 1947:- The act lay down the machinery and procedure for resolution of Industrial disputes, in what situations a strike of lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Services) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are recruited to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.
- o) The Building and Other Construction Workers (Regulation of Employment and conditions of Service) Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay Cess at the rate not exceeding 2% of the cost construction as may be modified by the Government. The employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place, etc. The employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948: - The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.
- q) General Body has passed Resolution No. 1716 dated 06/08/2007, Resolution No.1837 dated 16/10/2007, Resolution No.965 dated 14/09/2011 & Commissioner's Office order No. 387 dated 09/11/2012 for payment to contract labour. The payment to contract labour shall be paid as per General Body

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Resolutions / Commissioner's Office orders along with the increase in Dearness Allowances, Field Allowances & any other Allowances from time to time in future within the contract period.

Corporation will not pay any extra amount to the Contractor / Operator towards such increase in salary & various allowances to be paid to the contract labours within the contract period.

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No. of Corrections

City Engineer

Reporting – Navi Mumbai Municipal Corporation

Appendix 3

Reporting

REPORTING
APPENDIX 3 TO THE CONDITIONS OF CONTRACT
FOR A PERFORMANCE-BASED SERVICE CONTRACT
FOR THE PROVISION OF WATER SUPPLY SERVICES

REPORTING

Attachment 1: Daily Summary of Operations at Pumping Stations

Pumping Station in Sector ----- in Node -----

Date :

Pumps		Incoming Flow			Outgoing Flow			Energy Consumption			Chemical Consumption				
Set No.	Hours of operation	Initial reading	Final reading	Quantity	Initial reading	Final reading	Quantity	Initial reading	Final reading	Total consumption	Chlorine			Others	
											Residual chlorine in inlet	Dose	Qty	Dose	Qty

Note: This is an indicative format. The operator shall prepare its format for the concerned package.

Attachment 2: Water Distribution Network - Supply Monitoring

Date :-----

Sr. No.	Zone	Area Covered	Consumption (MLD)			Schedule of Supply				Quantity at Critical Points		Number of Critical Points		
			Metered	Un-metered	Total	Stipulated		Actual		Required	Actual	Total	Normal	Affected
	Morning					Evening	Morning	Evening						

Signature of Tenderer

No. of Corrections

City Engineer

Attachment 3: Water Distribution Network - Pressure Monitoring

Date : -----

Node	Sector	Area	Location of Pressure Gauge	Pressure (kg/cm ²)		Remark
				Required	Actual	

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No. of Corrections

City Engineer

Attachment 4: Water Quality Monitoring

Sr. No.	Location of Sample	Date and Time			Results of Analysis			Acceptable Standard		Remark
		Collection	Analysis	Report	Residual Chlorine	Total Coliform	Faecal Coliform	Total Coliform	Faecal Coliform	

Signature of Tenderer

No. of Corrections

City Engineer

Attachment 5: Customer Complaints and Redressal

Date :-----

Sr. No.	Time of Receipt of Complaint		Name, Address, Telephone number of Complainant	Details of Complaint	Complaint Received by		Signature of Junior Engineer / Manager	Complaint Passed on			Redressal of Complaint			Signature of Junior Engineer / Manager
	Date	Time			Name	Signature		Name	Date	Time	Nature	Date	Time	

- Summary -**
- (a) Back log of complaints on the day.
 - (b) Number of complaints received during the day.
 - (c) Total number of complaints.
 - (d) Number of complaints attended during the day.
 - (e) Number of complaints not attended at the end of the day.

Signature of Tenderer

No. of Corrections

City Engineer

Attachment 6: Customer Water Meter Reading

Consumer Name: Consumer No.

Consumer Type: Rate:

Node: Sector:

No. of Flats : Meter No.:

Month	Reading Date	Present Reading	Previous Reading	Quantity in Cum	Remarks	Reader's Signature
January						
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						

Signature of Tenderer

No. of Corrections

City Engineer

Attachment 7: Water Audit Report

Month :

Sr. No.	Supply Area	Quantity of bulk water supplied in supply area	Quantity of water distributed	Quantity of water billed	% NRW	% UFW	Remarks

Signature of Tenderer

No. of Corrections

City Engineer

Miscellaneous – Navi Mumbai Municipal Corporation

Appendix 4

Miscellaneous

MISCELLANEOUS
APPENDIX 4 TO THE CONDITIONS OF CONTRACT
FOR A PERFORMANCE-BASED SERVICE CONTRACT
FOR THE PROVISION OF WATER SUPPLY SERVICES

Miscellaneous works

Customer Services to be provided by Operator

1.0 Water Supply works (Labour Charges only) :

Sr. No.	Description	Unit	Rate in Rs.
1.	Pipe threading at site	No.	15/-
2.	Removing wash basin choke up	No.	
3.	Cleaning of strainer	No.	25/-
4.	Fixing of tap	No.	
5.	Drilling hole for wall	No.	
6.	Fitting of P.V.C. connector	No.	50/-

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No. of Corrections

City Engineer

7.	Removing choke up of Nahani trap / 'P' trap	No.	
8.	Fixing water meter upto 50 mm dia.	No.	
9.	Fixing wash basin	No.	150/-
10.	Flash tank fitting	No.	
11.	Urinal fitting	No.	
12.	Fitting Sintex tank 500 to 1000 Liters	No.	500/-
13.	Fitting Sintex tank 1500 to 10000 Liters	No.	750/-
14.	Pipe fitting 15 m to 20 m	Rmt	8/-
15.	Pipe fitting 25 m to 32 m	Rmt	15/-
16.	Pipe fitting 40 m to 50 m	Rmt	25/-

2.0 Electrical works (Labour Charges only) :

Sr. No.	Description	Unit	Rate in Rs.
1.	Tube light repairs	No.	10/-
2.	Replacement of switch	No.	
3.	Replacement of Holder	No.	
4.	Fixing fuse	No.	
5.	Replacement of Regulator	No.	
6.	Replacement of Regulator (Electronic)	No.	
7.	Fixing ceiling fan including dismantling	No.	25/-
8.	Replacement of D.P. switch	No.	
9.	Minor electrical repairs	Job	
10.	Point wiring including wiring of 10 m	Point	
11.	Fixing switch board	No.	50/-
12.	Concealed wiring	Rmt.	
13.	Fitting M.C.B. Box	No.	100/-
14.	Replacement of T.P.N.	No.	

Signature of Tenderer

No. of Corrections

City Engineer