



महाराष्ट्र MAHARASHTRA

2022

53AA 569917

पदावली क्रमांक	ऑफिस नं. 118/18
व्यक्ति का नाम	
नौकरी का प्रकार	
मिळकतीचे वर्ष	
मोबदला रक्कम	
मुद्रांक विक्रीचे दिनांक	भूषण रामचंद्र शिंदे 14 FEB 2024
मुद्रांक शुल्क रक्कम	900
मुद्रांक विक्रीचे दिनांक	9 FEB 2024
मुद्रांक विक्रीचे ठिकाण	
परवानाधारक मुद्रांक विक्री	श्री कल्याण न शिंदेकर
परवाना क्रमांक	

उप कोषागार अधिकारी
चिपळूण

12 FEB 2024

NOTARY

Name: Ramesh Jeevan K.
Area - Dist. Ratnagiri
Reg. No. MH-902/98
Expiry Dt. 09/09/2026

GOVT. OF MAHARASHTRA

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, WESTERN ZONE BENCH PUNE AT PUNE

ORIGINAL APPLICATION NO. 44 OF 2023 (WZ)

ARYAVART FOUNDATION .. APPLICANT

V/s

M/s LOTE PARSHURAM CO-OPERATIVE SOCIETY LTD. AND OTHERS .. RESPONDENTS

MAY IT PLEASE THE HON'BLE TRIBUNAL

ADDITIONAL REPLY ON BEHALF OF RESPONDENT No.1

I, Bhushan Ramchandra Shinde, adult, occupation: Service, having office at P-30, Lote Parshuram RESPONDENT NO.4, Taluka Khed, District Ratnagiri 415 722, do hereby state on solemn affirmation as under: -

1. I say that I am working as Manager of the Respondent No.1 since 1st October 2018 and am aware of the facts and circumstances of the present case and hence am able to depose the same oath.
2. I say that the Respondent No.1 has filed a detailed reply on 21st November 2023. I adopt and affirm the contents of the said reply as part and parcel of the present Affidavit. At the outset, the Respondent No.1 in the present proceedings denies everything that is contrary what is stated therein and/or inconsistent therewith as if the same is set out in extenso and traversed. The Respondent No.1 submits that, nothing not expressly admitted herein ought to be taken as admitted by the Respondent No.1 or be deemed to have been admitted by the Respondent No.1 for want of specific traverse. The Respondent No.1 states that for the purpose of brevity, the Respondent No.1 has not denied each and every allegation, statement and contention of the Respondent No.4 which is ex-facia contrary to the contention of Respondent No.1 and its stand in the present case except to the extent that such allegation, statement or contention necessitate, cogent, warrant or reply.
3. I say that the contents with respect to para 3.1 the allegations made therein are denied by the present Respondent No.1. I say that as per directive of Respondent No.2, CETP has been taken over by the Respondent No.4 for operation & maintenance. The Respondent No.1 has only employed a manager to manage the day-to-day affairs. On behalf of Respondent No.4, M/s.Aquachem Engineers are looking after day-to-day activity to run the CETP. Hence, they are responsible for checking the inlet as well as outlet and quality & quantity. For the same dedicated staff is appointed by aqua chem engineers. Copy of the Agreement executed between the contractor M/s.Aquachem Engineers



Handwritten signature or initials.

and the Respondent No.4 is annexed hereto and marked as ANNEXURE – R-1.

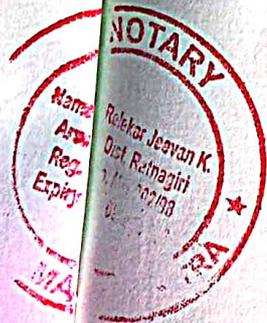
4. I say that the contents with respect to para 3.2 the allegations made therein are denied by the present Respondent No.1. I say that as the Respondent No.4 is operating the CETP plant, hence to control the inlet quality of effluent is the responsibility of Respondent No.4 & expert agency. Each member unit is under lock & key and before opening the lock the contractor M/s.Aquachem Engineers on behalf of Respondent No.4 has taken the samples & also analyse in the lab. Thus, Respondent No.4 is having authority to check samples.
5. I say that the contents with respect to para 3.3 the allegations made therein are denied by the present Respondent No.1. I say that though the consent is in the name of Respondent No.1, as per the directives of Respondent No.2 the plant has been taken over by Respondent No.4 for operation and maintenance. Hence Respondent No.1, only, renewed the consent as per the law.
6. I say that the contents with respect to para 3.4 the allegations made therein are denied by the present Respondent No.1. As per the directives of the Respondent No.2 bearing No. MPCB/JD(WPC)/B-962, dtd. 06.03.2017. The Respondent No.4 was directed to appoint an expert agency for operation & maintenance of the above CETP. In context with those directives the Member industries /CETP association shall not directly pay the cost of operation & maintenance to the Expert Agency. The Respondent No.4 shall collect the said cost from the member industries of the aforesaid CETP. Hence it is very clear that CETP has no role in collection of payment and hand overing to the expert agency. Thus, the responsibility of operation & maintenance along with the payment to the expert agency is with Respondent No.4 only.



[Handwritten signature]

[Handwritten signature]

7. I say that the contents with respect to para 3.6 the allegations made therein are denied by the present Respondent No.1. I say that as per directives when an expert agency is appointed by Respondent No.4 on their behalf. Hence it is responsibility of Respondent No.4/ expert agency to control highly polluted effluent beyond the inlet standards. They have dedicated manpower for vigilance and sample collection as well as facility to analyse samples. The Respondent No.1 does not have any such man power.
8. I say that the contents with respect to para 6 the allegations made therein are denied by the present Respondent No.1. As the operation and maintenance of CETP is with Respondent No.4 and its expert agency to maintain inlet and outlet quality is role responsibility of operate Respondent No.4. If Respondent No.4 is not able to maintain the parameter then why they have accepted the proposal to run the CETP. Secondly after taking over the CETP there is improvement in inlet as well as outlet quality. Secondly if Respondent No.4 knows the industry which discharging substandard effluent. Respondent No.4 shall report to Respondent No.2 for taking action against that particular industry. But no such list was sent by Respondent No.4. The Respondent No.4 has not involved the Respondent No.2 or industries. Hence the industries are also un- aware that they are defaulters.
9. I say that the contents with respect to para 7.1 the allegations made therein are denied by the present Respondent No.1. As operation & maintenance are with expert agency and Respondent No.4 to maintain the norms are responsibility of both. Expert agency on behalf of Respondent No.4 are withdrawing the samples for confirming the parameter from the outlet of industries. Hence Respondent No.4 must timely update the Respondent No.2 regarding defaulting industries which was not done by Respondent No.4.
10. I say that the contents with respect to para 7.2 the allegations made therein are denied by the present Respondent No.1. I say that as such



the absolute responsibility as per the Water Act lies with the beneficiary member industries including Respondent No.1 is only for name sake. As stated earlier, the Respondent No.1 has not employed any staff except the Manager and the entire control for operation and management lies only with the Respondent No.4 and its contractor M/s.Aquachem Engineers.

11.I say that the pollution is done by member industries and not by the Respondent No.4. I say that the Respondent No.4 has not taken any efforts to locate for the defaulter and has also not disclosed the name of defaulting industries to Respondent No.2. I say that the Respondent No.4 has accepted this proposal to run the CETP. The sole responsibility lies with them only.

12.I say that there has been substantive improvement in operation and maintenance and the condition is for improving then in such case to imposed penalization on the initial stage results of 2018-19 is unjustifiable.

13.I say that the contractor M/s.Aquachem has failed to update the results to the Respondent No.4 and concerned defaulters industry. I say that the Respondent No.1 has no role over the operation and maintenance of CETP and hence the various letters shall be directly marked to Respondent No.4/Respondent No.2/defaulters industries and not to Respondent No.1.

14.I say that Respondent No.1 has no role in operation & maintenance as well as he was not involved in day to day activity. Hence to intimate name of defaulter industry to Respondent No.2 is sole responsibilities of Respondent No.4. If Respondent No.4 does not have power to take action against defaulting industries, they should at least intimate the name of defaulters to Respondent No.2 to initiate appropriate action.



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Handwritten signature in black ink.

15.I say that whatever stated hereinabove is true and correct to the best of my knowledge, information and belief.



Solemnly affirmed at Chiplun on this 14th day of February 2024

Lote-Parsnuram Environment Protection Co-Op Society Ltd



Manager
Deponent

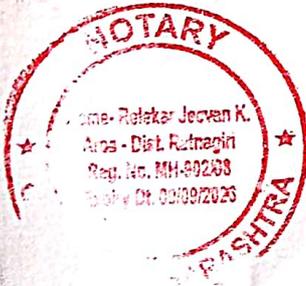
M/s. Lote Parshuram Environment Protection Co-Op Society Ltd.

BEFORE ME

Jeevan K. Relekar
JEEVAN K. RELEKAR
NOTARY STATE OF MAHARASHTRA
CHIPLUN, DIST. RATNAGIRI.

Noted & Registered
at Serial Number 624

14/2/2024



solemnly affirmed and duly executed in my Presence by Shri Bhushan R. Shinze of Lote who is identified by Shri At Saurabh kulkarni of Pune Whom I know personally

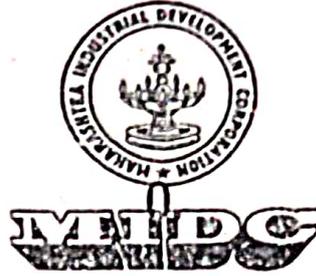
Jeevan K. Relekar
Jeevan K. Relekar
Advocate & Notary
Regd No MH902
Chiplun



Agreement No. B-2/01 for 2015-2016

Certified copy

S. P. Patil
 Sr. Accountants,
 MIDC, Ratnagiri Div.



**MAHARASHTRA
 INDUSTRIAL DEVELOPMENT CORPORATION**
 (A Government of Maharashtra Undertaking)

RATNAGIRI DIVISION**B-2 TENDER FORM****TENDER NOTICE NO. 15 (HQ) for 2014-15**

Name of work:	Lote-Parshuram Industrial Area Up-gradation & expansion of Common Effluent Treatment Plant from 4.50 MLD to 10.00 MLD for M/s. Lote Parshuram industrial area Environment Protection Co-Op. Society Ltd..
Estimated cost.	Rs. 26,54,23,720/-
Tender issued to	M/s. Aquachem Enviro Engineers Pvt. Ltd., Mumbai-57.

S. P. Patil
 19/6/15


MIDC

(A Govt. of Maharashtra Undertaking)

By RPAD/H.D.

Phone: 02352-228630

Fax : 02352-228712

E-mail: eeratnagiri@midcindia.org

NO./TC/RTN/B - 56134 / 2015,

Office of the Executive Engineer,

MIDC, Ratnagiri Division,

Ratnagiri- 415 639.

Date: 26/05/2015

To,
Aquachem Enviro Engineers Pvt. Ltd.
 5 th & 6 th floor, sun vision Classic
 Opp. ING Vysya Bank
 Hanuman Road, Vile Parle (E)
 Mumbai 400 057.

Sub: Lote - Parshuram Industrial Area ...
 Up-gradation & expansion of Common Effluent Treatment Plant
 From 4.50 MLD to 10.00 MLD for M/s. Lote Parshuram
 Industrial Area Environment Protection Co-Op. society Ltd.,
 MIDC, Lote Parshuram Industrial Area, Tal-Khed,
 Dist-Ratnagiri.
 Estimated Cost Rs. 26,54,23,720/-

Ref: 1) Tender Notice No. 15 (HQ) for 2014-2015
 2) E-Tender Submitted on 27.01.2015 & opened on 13.02.2015
 3) The CE (HQ)'s letter No. A - 84630, dt- 18.03.2015
 4) Your letter No. Nil, Dated- 19.03.2015
 5) This office letter No. B - 52375, dated- 22.05.2015
 6) Your letter No. MAN/VPL/3344/2015, dated- 25.05.2015
 received through e-mail.

Dear Sir,

Since you have paid initial Security Deposit amounting to Rs. 79,62,800/- (Rs. Seventy Nine lakhs sixty two thousand eight hundred only) in the form of Bank Guarantee No, 150386 IBCP 00298, dated - 26.05.2015 of IDBI Bank Ltd., Branch Plot No. 47, Opus Centre, Opp. Tunga Paradise, Mumbai 400093 (for period 26.05.2015 to 31.05.2017) and completed tender agreement formalities, your offer of Rs. 26,12,00,000/- against the estimated cost of Rs. 26,54,23,720/- for the subject work is finally accepted by this office. The details of work order placed with you are as under.

01	Name of work.	Lote - Parshuram Industrial Area... Up-gradation & expansion of Common Effluent Treatment Plant from 4.50 MLD to 10.00 MLD for M/s. Lote Parshuram Industrial Area Environment Protection Co-Op. society Ltd., MIDC, Lote Parshuram Industrial Area, Tal - Khed, Dist- Ratnagiri.
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02	Estimated Cost.	692 Rs. 26,54,23,720/-
03	Accepted cost	Rs. 26,12,00,000/-
04	Date of commencement.	26.05.2015
05	Stipulated Date of completion.	25.05.2017
06	Time limit.	24 Calendar Months. (Including Monsoon)

You are therefore requested to start the work w.e.f.26.05.2015 and complete the same within stipulated time limit under the direction and supervision of the Deputy Engineer (Project), MIDC, Sub Division, Chiplun and as per the terms and conditions of tender agreement. Please note that, your tender has been assigned agreement No. B - 2/01 for 2015 - 2016 and the certified copy of same is enclosed herewith for your ready reference. You are therefore requested to quote the same number in all further correspondence for easy reference.

All the letters under reference, original tender submitted by you are the part and parcel of tender agreement, which please note.

Please acknowledge the receipt of this letter.

Thanking you,

Yours faithfully,

P. Parwade

Executive Engineer,
MIDC, Ratnagiri Division,
Ratnagiri.

Copy with certified copy agreement No. B - 2/01 for 2015-2016.

1. Submitted to Chief Accounts officer, MIDC, Mumbai - 93 for favour of information please.
D.A. : As above
2. Submitted to Superintending Engineer (K), MIDC, Mumbai - 93 for favour of information please.
D.A. : As above
3. Copy f.w.cs to Assistant Labour Commissioner, Ratnagiri for information.
4. Copy f.w.cs to Deputy Commissioner, of Sales Tax (Admn) Kolhapur for information.
5. Copy f.w.cs to Direcotr of Insurance, Maharashtra State, 264 MHADA, 1st floor, Opp, Kalanagar, Bandra (E), Mumbai-400 051 for information.
6. To Deputy Engineer (P), MIDC, Sub Division, Chiplun for information please and necessary action.
7. Copy to Auditor, Chiplun for information.
8. To Technical Branch Chiplun for information.
D.A. : As above
9. Copy to Assistant Engineer, MIDC, Project, Sub Division, Chiplun.
10. Copy to Guard file.



No. MIDC/CE(HQ)/A. 8.4630 /2015

Office of the Chief Engineer,
MIDC. "Udyog Sarathi" Andheri,
Mumbai. - 93.

Date

1 8 MAR 2015

To. ..
M/s. Aquachem Enviro Engineering Pvt. Ltd. Mumbai,
Sunvision 5th & 6th, Hanuman Road,
Opp. ING Vysa Bank, Vile Parle (E)
Mumbai-400057.

Sub :- Lote-Parshuram Indl. Area.... Up gradation and expansion of
Common Effluent Treatment Plant From 4.50 MLD to 10.0 MLD
for M/s Lote Parshuram Environment Protection Co-op. Society Ltd

Ref :- 1) Tender Notice No. 15(HQ) of 2014-2015.
2) E-Tender opened through WMS at
S E (K)'s office on 27.01.2015.

Dear Sir,

On scrutiny of your tender for the subject work, it is seen that you have quoted offer of Rs. 26,20,54,000/- (1.269% below the estimated cost of Rs. 26,54,23,720/-) and stood 1st lowest.

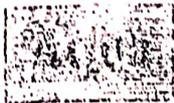
The offer quoted by you for Rs. 26,20,54,000/- seems to be on higher side, and it is felt that there is further scope of reduction in the offer. You are therefore requested to reduce your offer further and submit revised offer along with the justification in support of rates quoted by you within next 07 days. If no communication is received from you within above stipulated time limit, it will be presumed that you are not interested to reduce the offer and decision as deemed fit will be taken.

Please note that even though your reply is received in response to this letter, it does not give you any assurance of acceptance of your offer.

Thanking you,

Yours faithfully.

Sonwani
18.3.15
Chief Engineer (HQ)



Aquachem Enviro Engineers Pvt. Ltd.



REGD. OFFICE: 5th & 6th FLOOR, SUN VISION, OPP. ING VYASYA BANK, HANUMAN ROAD, VILE PARLE (E),
MUMBAI - 400 057 • TEL.: 2611 9768 / 82 26101217 • FAX: 2610 3618
CIN U74140MH1989PTC052061

E-Mail: aquachem@aquachem-engineers.com • www.aquachem-engineers.com

REF: MAN: VPL: 2233: 2015

MIDC (HQ) / IFMS

Dated: March 19, 2015

E.M.D / A 87316

To

DATE: 24/03/2015

The Chief Engineer (HQ)
Office of The Chief Engineer
MIDC Udyog Sarathi,
Andheri, Mumbai - 400093

Subject: Lote Parashuram Industrial area - Up-gradation and expansion of Common Effluent Treatment Plant from 4.5 MLD to 10 MLD for M/s Lote Parashuram Environment Protection Co-op Society Limited

Ref:

1. Tender Notice No 15(HQ) of 2014-2015
2. E tender opened through WMS at SE (K) office on 27th January 2015
3. Your letter dated 18th March 2015 ref MIDC/CE(HQ) 84630/2015

Sir,

We are in receipt of your letter as referred above. In this respect, we wish to submit humbly that we had worked out the cost very meticulously. We have quoted below the tender cost as we are working on very thin margin

After receipt of your letter we did further homework and find that price bid given by us very reasonable. However, as gesture of goodwill we are pleased to reduce the price to Rs 26,12,00,000/- (Rupees Twenty Six Crores Twelve Lac Only)

Expecting your valuable PO and thanking you in advance
We assure our best services at all times

For AQUACHEM ENVIRO ENGINEERS PVT LTD

M A NAIK
MANAGING DIRECTOR


MIDC

(A Govt. of Maharashtra Undertaking)

By RPAD/HD

Phone: 02352- 228630

Fax : 02352- 228712

 E-mail: eeratnagiri@midcindia.org

NO./TC/RTN/ B-52375 /OF' 2015

Office of the Executive Engineer,

MIDC Ratnagiri Division,

Ratnagiri- 415 639.

Date: 22.05.2015

To,

M/s. Aquachem Enviro Engineers Pvt. Ltd.

 5th & 6th floor, Sun vision, Opp. ING Vyasya Bank,

Hanuman Road, Vile Parle,

Email-aquchem@aqua-engg.com

Mumbai-400057.

Subject: : Lote-Parshuram Industrial Area
 Up-gradation & expansion of Common Effluent Treatment Plant
 from 4.50 MLD to 10.00 MLD for M/s. Lote Parshuram
 industrial area Environment Protection Co-Op. Society Ltd.,
 MIDC, Lote Parshuram Industrial Area, Tal Khed, Dist.
 Ratnagiri.
 Estimated Cost Rs. 26,54,23,720/-

Reference: : 1) Tender Notice No. 15 (HQ) for 2014-2015
 2) E-Tender Submitted & opened on 27.01.2015.

Dear Sir,

This is to inform you that, your offer of Rs. 26,12,00,000/- against the estimated cost of Rs. 26,54,23,720/- for the subject work, is proposed to be accepted.

You are, therefore requested to pay Rs. 79,62,800/- (Rs. Seventy nine lakhs sixty two thousand eight hundred only) towards Initial Security Deposit in the form of B.G./D.D. of any Nationalized Bank.

You will have to affix SPECIAL ADHESIVE STAMPS OF Rs. 2,64,600/- (Rs. Two lakhs sixty four thousand six hundred only) on page No. 17 of tender form for which a copy of agreement form is enclosed herewith. Also, you have to make insurance for the work with Directorate of Insurance, Maharashtra State, Mumbai as per clause of the accepted tender on page No. 62.

Please comply with above requirements and attend this office for completing the contract formalities within 10 days from the date of issue of this letter. If you fail to complete tender formalities within 10 days from the date of issue of this letter, it will be presumed that, you are not interested to execute the work and action deemed fit under tender condition will be taken, which may please be noted.

Thanking you,

Yours faithfully,

Executive Engineer,

MIDC, Ratnagiri Dn. Ratnagiri.

D.A. : Tender copy.



Aquachem Enviro Engineers Pvt. Ltd.



REGD. OFFICE: 5TH & 6TH FLOOR, SUN VISION, OPP. ING VYASYA BANK, HANUMAN ROAD, VILE PARLE (E),
MUMBAI - 400 057 • TEL: 2611 9768 / 82 2610 1217 • FAX: 2610 3818
CIN U74140MH1989PTC052061

E-Mail : aquachem@aquachem.com • www.aquachem.com

REF: MAN: VPL: 3344: 2015

Dated: May 25, 2015

To
The Executive Engineer
MIDC
Ratnagiri

Name of Work: DG-LOTE-PARSHURAM - Lote-Parshuram Industrial Area Up-gradation
and expansion of Common Effluent Treatment Plant from 4.50 MLD to 10.0 MLD for M/s
Lote-Parshuram Environment Protection Co-op. Society Ltd., MIDC, Lote-Parshuram
Industrial area Tal-Khed, Dist.-Ratnagiri.

Reference -- Your acceptance letter TC/RTN/B-52375 /OF 2015 dated 22nd May 2015

Dear Sir

This has reference to the abovementioned acceptance letter and we are pleased to attach the
Bank Guarantee for Security Deposit of amount Rs 79,62,800/- BG ref 150386 IBGP 00298
dated 26th May 2015 drawn on IDBI bank
Also the page 17 is stamped for Rs 2,64,600/- as required and as per your letter of acceptance
Kindly release our work order
After release of work order, we have to approach Directorate of Insurance Mumbai for
insurance as written on page 62 as the Directorate would like to have a copy of work order
and the details therein

For Aquachem Enviro Engineers Pvt. Ltd


M A Naik
Managing Director

*Received
G.P. Naik
25/5/15*



MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

TENDER DOCUMENT

TENDER FOR

Name of Work : DG - LOTE-PARSHURAM...Lote -Parshuram Indl Area....
Upgradation and expansion of Common Effluent
Treatment Plant From 4.50 MLD to 10.0 MLD for M/s
Lote Parshuram Environment Protection Co-op. Society
Ltd., MIDC, Lote Parshuram Industrial area Tal-Khed,
Dist-Ratnagiri.



MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

Work Name : DG - LOTE-PARSHURAM...Lote -Parshuram Indl Area.... Upgradation and expansion of Common Effluent Treatment Plant from 4.50 MLD to 10.0 MLD for M/s Lote Parshuram Environment Protection Co-op. Society Ltd., MIDC, Lote Parshuram Industrial area Tal-Khed, Dist-Ratnagiri.

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MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

TENDER NOTICE NO. ETN No. 15 for 2014-2015

E tenders are invited for the work "Lote - Parshuram Indl Area... Upgradation and expansion of Common Effluent Treatment Plant From 4.50 MLD to 10.0 MLD for M/s Lote Parshuram Environment Protection Co-op. Society Ltd., MIDC, Lote Parshuram Industrial area Tal-Khed, Dist-Ratnagiri." having estimated cost of Rs. 26,54,23,720.00 from the unregistered contractors/agencies having required experience of this type of work.

The blank tender forms are available on E Tendering module on MIDC's website, <www.midcindia.org>. The Tenderers are requested to download the entire tender document from MIDC's website. The last date of submission of E Tender documents duly filled in shall be 27/01/2015 upto 12:00 Hrs. and shall be opened on the same day if possible. For further details please see detail tender notice on MIDC's website.

Right to reject any or all tenders without assigning any reason there of is kept reserved by the competent authority.

-----NOTICE ENDS HERE-----

Chief Engineer
Zone Mumbai

Sd/
Contractor

Page 1

Sd/
Executive Engineer

**DETAILED TENDER NOTICE NO. ETN No. 15 for 2014-2015
(Mumbai)**

E tenders are invited from eligible Unregistered Contractors/agencies for the following work. The details of tender are given below.

An amount given below towards Earnest Money Deposit (EMD) & cost of blank tender should be paid by separate Demand Drafts (DD) in favour of the Executive Engineer, MIDC, Ratnagiri and scanned copy of DDs shall be uploaded at relevant locations.

A copy of EMD Exemption Certificate Issued by MIDC may be submitted in lieu of DD for EMD and scanned copy of the same shall be uploaded at relevant location. The tender will be considered only if the enclosures are in proper order.

The EMD will be forfeited in case, after the acceptance of the tender, the contractor refuses to pay the Security Deposit as noted below, within the specified time limit. Otherwise it will be refunded. The work is to be completed within the stipulated time as noted below.

1. Name of Work	OG - LOTE-PARSHURAM... Lote-Parshuram, Indl Area.... Upgradation and expansion of Common Effluent Treatment Plant From 4.50 MLD to 10.0 MLD for M/s Lote Parshuram Environment Protection Co-op. Society Ltd., MIDC, Lote Parshuram Industrial area Tal-Khed, Dist-Ratnagiri.
2. Estimated Cost	Rs 26,54,23,720.00
3. Earnest Money Deposit	Rs 13,27,200.00 by DD of Nationalized Bank / Scheduled Bank/ Bank approved by Government of Maharashtra OR by RTGS payable at Executive Engineer, MIDC, Ratnagiri in favour of Executive Engineer, MIDC, Ratnagiri.
4. Security Deposit	Rs 79,82,800.00 or 3.00% of tendered cost whichever is higher by DD of Nationalized Bank / Scheduled Bank/ Bank approved by Government of Maharashtra. S. D. Inform of EG will be accepted when amount of S.D. is more than Rs.50,000 Rs 1,32,71,200.00 or 5.00% of tendered cost whichever is higher through RA bills.
5. Cost of Blank Tender Form	Rs 25,000.00 (by DD OR by RTGS) (Non Refundable)
6. Time Period	24 Months Including monsoon
7. Availability of blank tender form	02/01/2015 to 27/01/2015 (to be downloaded from the MIDC E tendering site www.midcindia.org).
8. Queries of contractor	Will be received by E tendering upto 19/01/2015 05:00 PM
9. Reply to queries	Will be published on the website on 23/01/2015 07:00 PM

Sd/
Contractor

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10.	Last date of submission of Tender	27/01/2015 upto 12:00 PM hrs. @ MIDC website.
11.	Date of opening of PQ & tender Place of Tender Opening	27/01/2015 02:00 PM hrs. (if possible) Office of the Superintending Engineer (K), MIDC, Khanda Colony, Panvel
12.	Eligibility	Experienced contractor who has executed CETP (Common Effluent Treatment Plant) till commissioning having capacity not less than 3 MLD carried out in last 5 financial years (from year 2009-2010 onwards)
13.	Compensation	Rs 5,000.00 per day for delay in work execution/ completion of work.
14.	Validity of offer	180 days from the date of opening of the tender. (From opening of First Envelope)

1. Important Note: The information regarding the tender & PQ form (if applicable) & the facility to download it, will be available on MIDC e tendering portal on website www.midcindia.org. The downloaded & duly completed tender form shall be submitted (by eligible contractors only) without making any change in the script of tender document. If after submission of tender, it is noticed that the tender script is modified in any manner whatsoever, the tender will be summarily rejected. Contractors may upload their queries before expiry of query period. The replies to the queries received before the due date, will be published on the website which should be downloaded by the tenderer. The document of reply to the queries of the contractor will form part & parcel of the tender document & the clarifications given in the document will supercede the provisions of the tender. After the tender is accepted & offer letter is issued to the contractor, agreement shall be executed with the contractor on the tender copy prepared/printed by MIDC.

2. The tenderer shall upload scanned copy / copies, the following documents at appropriate place

Envelope No.1 shall contain:

- (i) DD OR by RTGS for EMD / EMD exemption certificate issued by MIDC and separate DD OR by RTGS for cost of Tender form. (In case of JV, exemption certificate of lead partner).
- (ii) Professional Tax Registration Certificate for employees in E category for tenders without PQ and both i.e. 'E' & 'R' category for tenders where PQ is applicable.
- (iii) Registration Certification with Sales Tax Deptt. under VAT Act 2002, of Govt. of Maharashtra.
- (iv) Certified copy of PAN no. (In case of Joint Venture PAN Card of the Lead Partner)
- (v) Experience certificate for single similar work during last 5 years executed in Govt. Deptt. semi Govt. / Local bodies such as MIDC/ CIDCO/ MJP local bodies etc. as specified elsewhere OR PQ form duly completed with supporting documents and specified therein (if applicable)
- (vi) Reply to queries of the contractor.
- (vii) If tenderer desires to form JV, the notarized MOU of JV shall be uploaded as per format enclosed (if applicable).
- (viii) The photo copies duly attested, of the above certificates will have to be uploaded in Envelope No.1. Original shall be produced in the office of for verification on the day of opening of the tender as mentioned elsewhere.
- (ix) The tenderer should submit the original DDs towards Tender Fee, EMD or UTR No(s) of RTGS to the opening authority before/at the time of opening of tenders & if a tenderer fails to submit DDs or UTR No (s), his main envelope containing offer will not be opened & his tender shall be summarily rejected.

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Envelope No.2 shall contain Price Bid:

3. The Submission of tender shall be done in the manner prescribed by MIDC only.
4. If the contents of Envelope No.1 are not found as per the requirements of MIDC, the Envelope No.2 will not be opened at all & the tender shall be summarily rejected.
5. Tenderer should digitally sign wherever required.
6. The tenderer shall be bound to keep open the offer upto 100 Days from the date of opening of the tender. (I.e. from opening of First Envelope of tender)
7. The acceptance of the tender rests with the competent authority which does not bind itself to accept the lowest tender & reserves the right to reject any or all tenders without assigning any reason thereof.
8. The notes & conditions stipulated in this notice & elsewhere in the tender shall form the part of the agreement.
9. If it is found that the information submitted is misleading/ false or if it is found that certain information is hidden, then the contractor will be disqualified during any stage of tender process & even after opening of tender.

Chief Engineer
Zone Mumbai

Sd/
Contractor

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Executive Engineer

SCOPE OF WORK

Upgradation and

Name of Work :- Lote- Parshuram Industrial Area.....
 expansion of Common Effluent Treatment Plant From 4.50 MLD to 10.0 MLD for M/s Lote Parshuram
 Environment Protection Co-op. Society Ltd., MIDC, Lote Parshuram Industrial area Tal-Khed, Dist-Ratnagiri.

4.50 MLD CETP in Lote - Parshuram industrial Area is constructed by M/s Lote - Parshuram Environment Protection Co-op Society Ltd. (LPEPS-CETP). Now MIDC has taken up the work of up gradation & expansion of this CETP capacity upto 10.00 MLD on behalf of M/s Lote - Parshuram Environment Protection Co-op Society Ltd. The Scope of Work includes Turnkey Execution of the up-gradation of the existing 4.50 MLD to 10. MLD Common Effluent Treatment Plant (CETP) at MIDC Lote Parshuram, Tal Khed, Dist. Ratnagiri. The scope of work consists of all work elements such as: civil work (construction of tanks, buildings, foundations etc.), supply of equipment and other components, mechanical fabrication and erection, piping, all electrical and instrumentation work, testing, trial runs and commissioning of the up-graded CETP. The scope also involves modification of existing units and/or systems to suit the up-gradation requirements. In short; the scope consists of construction, supply, installation, erection, testing and commissioning of upgradation and expansion of common effluent treatment plant. However, it is to note that this description of scope of work is only for your ready reference. Any other work and items of work, specifically not mentioned within the scope of work but required to complete the up-gradation and expansion of the CETP are in the scope of the contractor.

The general and specific scope of works is as follows:

1. Consultancy services-

Providing consultancy services for Upgradation & expansion of CETP from 4.50 MLD to 10.00 MLD capacity for Lote Parshuram Environment Protection Co-op Society Ltd. in Lote - Parshuram industrial Area including carrying out detail study of all existing structures, Identification of balance structures for expansion of CETP according to approved DPR referring all relevant codes applicable and accordingly preparation of detailed drawings, RCC structural design, hydraulic design of all structures including getting it vetted from VJI/IIT (Mumbai) Including payment of statutory fees, preparation of detailed drawing, design, specification, short listing of reputed brands of all electrical & mechanical installations, pumping machinery, other machinery, electrical panels, piping details according to existing & proposed expansion of scheme, scheme approvals from MPCB/MIDC/MoEF or any Govt / Statutory body, obtaining Consent to Establishment, environmental clearance certificate, MoEF approvals for establishment & operations of plant if any, other statutory Government approvals required for this work including payment of fee, providing technical details, regular supervision, consulting services during execution of work as & when required as per direction of engineer-in-charge, preparation of running accounts bills, detailed record drawings, providing O&M schedule manual, furnishing structural stability certificate successful completing scheme, duly commissioned & handed over to Lote - Parshuram Environment Protection Co-op Society Ltd after operating same for further Six Months after date of commissioning and simultaneously Imparting

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operation and maintainance training to the staff of LPEPS etc; complete consultancy service including all taxes, duties, travelling, transporting, lodging/boarding expenses of staff at any place for consulting services,

Submission of drawings for expansion and upgradation of CETP for obtaining approval & Building Completion Certificate from special planning authority. Consultancy services shall be provided by agency from the conceptual stage to completing of CETP, commissioning CETP. In all respect with handing over to M/s Lote - Parshuram Environment Protection Co-op Society Ltd (LPEPS-CETP), after operating same for further Six Months after date of commissioning and simultaneously imparting operation and maintainance training to the staff of LPEPS etc. complete

2. Civil & Structural work -

Designing, Construction and commissioning of the (Civil units & Structural work) as per drawing and design given by the consultant and approved by MIDC, as per relevent I.S. Code and best engineering practices, including construction of all equipments foundations for upgration and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No. P-30, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd, based on approved DPR enclosed herewith and units sizes, materials of construction and design criteria as tabulated in Annexure-A&B including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

i) Civil Work

Scope of work for civil involves supply of all materials required to carry out the construction, such as reinforcement steel, cement, fine and coarse aggregate, sand, admixtures if any, bricks etc. as per specification mentioned in the tender, manpower, tools, tackles, machinery, all other items required for Construction of structures tabulated in Annexure-A&Bas per specifications of tender.

The scope also involves with supply, fabrication and fitting of all related inserts as per drawing, acid/alkali resistant lining, equipment foundations, support for pipes, as shown in layout. Hydraulic testing of structures before plastering. Access for work, storage of materials, lighting for work during night, site office, hutment for labor, distribution of water, electric supply (water and electricity is provided at one point only) are all in scope of tenderer as per drawing and design given by the consultant and approved by MIDC .

ii) Structural Steel Work

It involves:

Supply of all materials i.e. Structural steel, welding electrodes, oxygen and acetylene, all other consumables, all tools and tackles and required skilled and unskilled manpower for carrying out the fabrication, erection and painting of structural steel work.

The tentative structural work is as follows

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- Fabrication and erection of platforms, railing for existing bio reactor as per drawings
- Fabrication and fitting of V notch as per tender drawings
- Fabrication and erection of Railing on for all necessary structures.
- Providing weather shed to all necessary equipments, pumps, air blowers
- Fabrication and erection of all items as drawing as per drawing and as per tender specification.
- Painting to all structural steel work with one coat of epoxy primer and two coats of epoxy paint of approved shed and approved make.
- Any other work not specifically mentioned but subsequently required for completion of for satisfactory completion of work shall be done by the contractor at no additional cost.

3. Mechanical & Bought out Equipment -

Designing, Construction and commissioning of the following (Mechanical & Bought out Equipment) as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgradation and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No. P-30, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith and units sizes, materials of construction and design criteria as tabulated in Annexure-A&B including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

The scope of the work also include transportation, transit insurance, loading-unloading, safe storage at site, erection, installation, testing and commissioning of the equipments along with all accessories and miscellaneous items to complete the system in all respect to function as per the requirement and specifications and as per P-& ID given and as per the instruction and approval of Project Consultant approved by MIDC. The miscellaneous items to completely install the system and /or equipments even if not specifically mentioned in the schedule of equipment shall be deemed to be in the scope of contractor. The contractor to supply operating spares for 2 years of smooth operation of the equipment. The contractor is responsible to for any repair replacement during defect liability period.

4. Electrical equipment's -

Designing, manufacture, testing, supplying and commissioning of all H.T. Electrical equipment's such as Power sub-station, H.T. switchyard & equipments, power Distribution Boards, Cables, earthing Systems, area Lighting and allied works etc. required suitable for 22 KV system voltage as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgradation and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No. P-30, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith, including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

Supply, Installation and testing of HT and LT electrical up-gradation work for common effluent treatment

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Page

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plant

The approved DPR gives the load list and suggested modification scheme for electrical work. However the Contractor may recommend alternatives with reasons thereof for consideration of the Project Consultants.

Broad Scope of Work shall include;

i) HT Work

- Necessary Modification work for existing power control center (PCC)
- Replacement of existing power transformer and related equipment.
- The Contractor shall maintain a close liaison with the supply Authorities and keep informed to the consultant/Owner of the entire development and planning i.e. being done by the supply Authorities. It is the primary responsibility of the contractor to approach M.S.E.B. for obtaining MD (Maximum Demand) Sanctions. All formalities connected with this work shall be to the account of the Contractor including official fees for deposits or any other statutory obligations. All costs, visit fees etc. incidental to such obtaining sanctions shall be to the Contractor's account including statutory fees to supply authority or any inspection division payable under relevant Indian Electricity Act or Rules for bringing power supply in owner's premises.
- Obtaining permissions/ approval from Electrical Inspector or with the concerned authority and to charge the system shall be entirely your responsibility included in the same contract, without any extra price.

ii) LT Work

The scheme proposes installation of new equipment and also use of some existing equipment. For all the equipment being used for the up-gradation, Contractor shall provide:

- New Motor Control Center/ s (MCCs) as required based on the location of equipment and rating of motors.
- Incoming supply of adequate rating for the MCCs from the new/ modified PCC.
- Outgoing power and control cables to all motors.
- Cable trays or cable trenches as required
- Local Push Button Stations
- Any interlocks with instruments as per P & Id and scheme
- Proper earthing system for the entire electrical work within the CETP plot

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• Area lighting, illumination for the new equipments

Before execution, contractor shall submit and get approved the detailed scheme of modification for electrical work. Also contractor shall get approved all PCC/MCC GA drawings, feeder ratings, component selection and ratings, cable sizing, electrical layouts, control scheme drawings, any deviation to specified makes etc. from Consultants approved by MIDC.

5. Piping work -

Pipe Design, detailing, fabrication, erection, detailed engineering, stress analysis, Flexibility analysis, moment and moment calculations at supports, Supply, inspection and testing of all piping materials such as pipes, fittings, flanges, bolting, gaskets, valves supports in conformity with process and instruments flow diagram (P & ID's), Plot Plan of all Piping work required, as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgradation and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No. P-30, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith, including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

The general scope for piping is as follows:

1. Supply of all pipes, pipe fittings, valves, gaskets, nut bolts & accessories to carry out piping work as per P & ID and as per the detailed specifications of materials in this Tender.
2. Laying, joining, welding of pipes as per corresponding and applicable Indian Standard Code and as per P & ID & hydraulic Testing.
1. Supplying, fabricating, fixing/grouting, painting M.S. pipe supports as per drawings approved from project consultant /approved by MIDC.
2. Excavation of trench wherever required for underground pipes and refilling the same and making good the road surface as previous.
3. Providing a suitable road crossing for the pipes, if required including related civil work.
4. Any other work related to piping not specifically mentioned above but required as per instructions and approval of Project Consultant/MIDC.

6. Instrumentation work -

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Selection, Engineering, Supply, Installation of Instrumentations such as Field Instruments, Magnetic Flow meters, Flow Switch, Level control switch, PH Indicators, Pressure Gauges, Level Gauges, DO meter and cable laying up to the motor control centre and commissioning of Instruments as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgradation and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No.-P-30, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith, including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

The scope of work includes supply, install, provide necessary instrument cables, hookups etc., testing and commission all required instrumentation items as per P & ID, Equipment schedule, specifications and makes.

Any other work specifically not mentioned, but required to complete the instrumentation work according to P & ID shall be in contractor's scope.

7. Construction of 4.0 m wide paved roads -

Construction of road as per detailed drawing (Annexure -E) with providing and fixing in line & level paver blocks as specified. The paver blocks shall conform to BS 6717 ASTM C 936 - 96 including providing and preparing sand beds as specified, fixing blocks in position at site, filling the joints by jointing sand, compacting the blocks by plate vibrator including filling the side joints by m-20 grade cement concrete including side Kerb stones, PCC and Murrum filling etc. complete.

8. Online data analyzer and transmission system :

Contractor has to quote the rates for the instruments required for Online data analyzer and transmission system required as per the directives of the MPCB consisting of:

- 1) Multi parameter UV-online analyzer for estimating the organic matter - COD and BOD including optical path length-flow cell - 1 Set.
- 2) Online pH & DO analyzer including transmitter, pH sensor, DO sensor, connecting cable, junction boxes etc. - 1 set.
- 3) Ultrasonic level measuring instrument - 1 No.
- 4) GSM / Telemetry system for acquiring and transmitting the data collected from analyzer - 1 Set.

9. The scope of work includes obtaining provisional & Final Fire NOC from MIDC concerned authority including providing, testing and commissioning of fire fighting equipments to CETP as required as per rules and norms of MIDC, Fire Department.

Sd/-

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10. The scope of work includes providing, testing and commissioning of D.G. Set of 750KVA including design, detailing, fabrication, erection, detailed engineering, inspection and testing of all equipments, as per drawing and design given by the consultant and approved by MIDC.
11. The scope of work includes Repairing to existing structures, as per drawing and design given by the consultant and approved by the MIDC.
12. Contractor are expected to submit the offers in 2 forms in Schedule "B" which also includes operation and maintenance cost of CETP.
13. Contractor shall commission and operate the CETP for 6 months from the date of completion of work.

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MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

CLAUSE FOR PAYMENT OF STAMP DUTY

As per Article-63 of Schedule-I of Bombay Stamp Act, 1958, stamp duty charges shall be as follows: Works contract, that is to say a contract for works & labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution & includes sub-contract:

- | | | |
|----|---|--|
| a) | Where the amount or value set forth in such contract does not exceed Rs.10 lakhs. | Rs.100/- |
| b) | Where it exceeds Rs.10 lakhs. | Rs.100/- plus Rs.100/- for every Rs.1,00,000/- or part thereof, above Rs.10 lakhs, subject to the maximum of Rs.5,00,000/- |

The contractor whose offer will be accepted will be called for execution of the agreement & shall only be liable to pay the stamp duty applicable thereon.

Sd/
Contractor

Sd/
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MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Govt of Maharashtra Undertaking)

CLAUSE FOR RECOVERY OF ADDITIONAL SECURITY DEPOSIT

A) Clause for Recovery of Additional Security Deposit in case tenders ACCEPTED more than 15% below:
The tenderer shall note that, in case the tender is quoted and accepted more than 15% below then the additional security deposit shall be recovered in the form of cash / DD, as the case may be, at the time of execution of agreement.

The recovery of additional security deposit shall be as detailed below:

Sr. No.	Offer received below	Additional security deposit to be recovered
1)	For offer between 15.01% upto 20% below	1% of estimated cost.
2)	For offer between 20.01% upto 25% below	2% of estimated cost
3)	For offer more than 25.01% below	3% of estimated cost

B) Clause for Recovery of security deposit for quantities Exceeding 125% and Extra Item Rate List (EIRL):

It shall also be noted that security deposit for the quantities exceeding 125% of tendered quantities and/or EIRL shall also be deducted at the % to be recovered through bills (i.e. in cash) as mentioned in the tender text.

C) Refund of above Security deposit:

The security deposit so recovered in above events shall be refunded after satisfactory completion of defect liability period.

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MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION**(A Government of Maharashtra Undertaking)****CLAUSE FOR RECOVERY OF LABOUR CESS**

The Govt. of Maharashtra vide its decision dated 17/06/2010 has decided to recover Labour cess on all the construction works undertaken by Govt., Public sector undertaking and Municipal Corporation, Municipal Councils, Gram Panchayat etc.

The contractors are therefore requested to note that labour cess at 1% of the cost of construction (excluding land cost) arrived at after deducting amount of compensation if any paid to the workers or their relatives under workers compensation Act 1923 will be recovered from them. The recovery of labour cess at 1% shall be made from the payment due for each bill to be paid to the contractor.

Sd/-

Contractor

Sd/-

Executive Engineer

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(Government of Maharashtra Undertaking)

Form B-2

Item Rate Tender and Contract for Works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tender and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates, scheduled rates and any other documents required in connection with the work which will be signed by the Executive Engineer for the purpose of identification shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the Government of Maharashtra such specification with designs and drawings shall form part of the accepted tender.

2. In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorising him to do so.

3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners, except where the contractors are described in their tender as a firm. In which case the receipts shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form including the column total according to estimated quantities, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and the number of the work to which they refer written outside the envelope.

5. The Superintending Engineer/ Executive Engineer or his duly authorized Assistant will open tenders in the

Sd/
Contractor

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Executive Engineer

presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall thereupon, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall authorize the Officer concerned to refund the amount of the earnest money deposited to the contractor making the tender, on his giving a receipt for the return of the money.

6. The Officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders without assigning any reason thereof.

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on MIDC unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the MIDC and their rate shall be filled in and completed by the Office of the Executive Engineer before the tender form is uploaded. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the MIDC without reference to any local custom.

10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.

11. All corrections and additions or pasted slips should be initialled.

12. The measurements of work will be taken according to the usual method in use in MIDC and no proposals to adopt alternative methods will be accepted. The Executive Engineer's decision as to what is "the usual method in use in the MIDC" will be final.

TENDER FOR WORKS Lote - Parshuram Indl Area.... Upgradation and expansion of Common Effluent Treatment Plant From 4.50 MLD to 10.0 MLD for M/s Lote Parshuram Environment Protection Co-op. Society Ltd., MIDC, Lote Parshuram Industrial area Tal-Khed, Dist-Ratnagiri.

I/We hereby tender for the execution, for Maharashtra Industrial Development Corporation (herein before and herein after referred to as 'MIDC') for the work specified in the underwritten memorandum within the time specified in such Memorandum at the tendered rates specified in Schedule-B (Memorandum showing items of works to be carried out) & in accordance in all respects with the specifications, designs, drawings & instructions in writing referred to in Rule 1 hereof and in Clause 13 of the annexed Conditions of Contract & agree that when materials for the works are provided by MIDC such materials & the rates to be paid for them shall be as provided in Schedule-A hereto.

Sd/-
Contractor

Sd/-
Executive Engineer

MEMORANDUM

If several sub works are included they should be detailed in a separate list.	Name of Work	Lote -Parshuram Indl Area... Upgradation and expansion of Common Effluent Treatment Plant From 4.50 MLD to 10,0 MLD for M/s Lote Parshuram Environment Protection Co- op. Society Ltd., MIDC, Lote Parshuram Industrial area Tal- Khed, Dist-Ratnagiri.
	Estimated Cost	Rs. 26,54,23,720.00
The EMD shall be in accordance with the provisions of paras 202 & 203 of the PWD manual.	E.M.D.	Rs. 13,27,200.00 by DD on any Nationalized Bank /Scheduled Bank
This deposit shall be in accordance with paras 203 & 209 of the PWD manual.	Security Deposit	Initial SD Rs.79,62,800.00 or 3.00 % of tendered cost whichever is higher by DD on Nationalized Bank / Scheduled Bank
		Rs.1,32,71,200.00 or 5.00 % of tendered cost whichever is higher through RA Bills.
	Total SD	Rs.2,12,34,000.00 or 8.00 % of tendered cost whichever is higher
This % where no security deposit is taken will vary from 5 to 10% according to the requirement of the case. Where security deposit is taken, see note to Clause 1 of Conditions of Contract.	Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit required by (d) above.	5 %
Give schedule where necessary showing dates by which the various items are to be completed.	Time allowed for the work from the date of written order to commence.	24 Months Including monsoon

Sd/
Contractor

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Sd/
Executive Engineer

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

Demand Draft No. _____ dated _____ from the bank _____ in respect of the sum of Rs. (in figures) _____ & (in words) _____ is herewith forwarded, towards the cost of blank tender form, which is non-refundable.

Demand Draft No. _____ dated _____ from the bank _____ in respect of the sum of Rs. (in figures) _____ & (in words) _____ is herewith forwarded, representing the earnest money [(a) full value of which is to be absolutely forfeited to MIDC should I/We do not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause I(A) of the said conditions; otherwise the said sum shall be refunded].

Signature of witness:

Signature of the contractor.

To contractor's signature

(before submission of tender)

Address:

Address:

Occupation:

Date:

Date:

The above tender is hereby accepted by me on behalf of the Maharashtra Industrial Development Corporation for Rs. (in fig) 26,12,00,000/- (Rupees [in words] Twenty six crore twelve (lacs only))

Place: Ratnagiri

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CONDITIONS OF CONTRACT

CLAUSE 1; Security deposit: The person(s) whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators & assigns) shall A) within 10 days (which may be extended by the Suptd. Engineer concerned upto 15 days if the Suptd. Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender, deposit with the Exe. Engineer in cash to the Exe. Engineer (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender or B) Remit MIDC at the time of making any payment to him for work done under the contract to deduct such as will amount (*% of all money so payable) such deductions to be held by MIDC by way of Security deposits) provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then & in such case, if the sum so deposited shall not amount to 8.00 % of the total estimated cost of the work, it shall be lawful for MIDC at the time of making any payment to the contractor for work done under the contract to make up the full amount of 8.00 % by deducting a sufficient sum from every such payment at last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to MIDC under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from interest arising therefrom or from any sums which may be due or may become due by MIDC to the contractor under any other contract or transaction of any nature, on any account whatsoever & in the event of his Security deposit being reduced by reasons of any such deductions or sale as aforesaid, the contractor shall, within 10 days thereafter, make good in cash as aforesaid any sum(s) which may have been deducted from (* or raised by sale of his security deposit) or any part thereof.

If the amount of security deposit to be paid in a lump sum within the period specified at (A) above is not paid the tender/contract already accepted shall be considered as canceled & legal steps taken against the contractor for recovery of the amount.

* [NOTE: This will be the same percentage as that in the tender at (f)]

CLAUSE 2; Compensation for delay: The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor & shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor). In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount of Rs.5000 per day or such amount upto 1% as Suptd. Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for each day that the work remains uncommenced /unfinished, after the

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(whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for each day that the work remains uncommenced / unfinished, after the proper date. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all the cases in which the time allowed for any work exceeds 1 month to complete:

25% of the work in 25 % of the time

50% of the work in 50 % of the time

75% of the work in 75 % of the time.

100% of the work in 100% of the time

Note: The quantity of work to be done within a particular time to be specified above shall be fixed by the officer competent to accept the contracts after taking into consideration the circumstances of each case and inserted in the blank space kept for the purpose & abide by the programme of detailed progress laid down by the Exe. Engineer.

In the event of contractor failing to comply with this condition, he shall be liable to pay as compensation an amount of Rs.5000 per day or such amount upto 1% as Suptd. Engineer (whose decision in writing shall be final) may decide of said estimated cost of the whole work for every day that the due quantity of work remains incomplete, provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the estimated cost of the work as shown in the tender.

Action when whole of security deposit is forfeited.

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

a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Exe. Engineer shall be conclusive evidence) & in that case the security deposit of the contractor shall stand forfeited & be absolutely at the disposal of MIDC.

b) To employ labour paid by the MIDC and to supply materials to carry out the work or any part of the works, debiting the contractor with the cost of the labour and the price of the material (as to the correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried by the contractor under the terms of his contract and in that case the certificate of the Executive Engineer, as to the value of the work done shall be final and conclusive against the contractor.

c) To order that the work of the contractor be measured up & to take such part thereof as shall be unexecuted out of his hands & to give it to another contractor to complete in which case all expenses incurred on advertisement for fixing a new contracting agency additional supervisory staff including the cost of work charged establishment & cost

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of the work executed by the new contract agency will be debited to the contractor & the value of the work done or executed through the new contractor shall be credited to the contractor in all respects & in the same manner & at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Exe. Engineer as to all the cost of the work & other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contract & as to the value of work so done shall be final & conclusive against the contractor.

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

The certificate of the Executive Engineer as to all cost of the work done by the new contractor and as to the value of the work so done and shall be final and conclusive against the contractor.

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

CLAUSE 5; Contractor shall remain liable to pay compensation if action not taken under Clauses 3 & 4. Power to take possession of, or require removal of, or sell contractor's plant: In any case in which any of the powers conferred upon the Exe. Engineer by Clauses 3 & 4 hereof shall have become exercisable & the same shall not have been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof & such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause(s) hereof he is declared liable to pay compensation amounting to the whole of his security deposit & the liability of the contractor for past & future compensation shall remain unaffected. In the event of the Exe. Engineer taking action under sub-clause a) or c) of Clause 3; he may, if he so desires, take possession of all or any tools, plant, materials & stores, in or upon the works or the site thereof belonging to the contractor, or procured by him & intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates, to be certified by the Exe. Engineer whose certificate thereof shall be final. In the alternative the Exe. Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other

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Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorised agent, require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice; & in the event of the contractor failing to comply with any such requisition, the Exe. Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor & at his risk in all respects & the certificate of the Exe. Engineer as to the expense of any such removal, & the amount of the proceeds & expense of any such sale shall be final & conclusive against the contractor.

CLAUSE 6; Extension of time: If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground,

he shall apply in writing to the Exe. Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the case for asking for extension occurred, which, is earlier ever & the Exe. Engineer may, if, in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Exe. Engineer in this matter shall be final.

CLAUSE 7; Final certificate: On completion of the work, the contractor shall be furnished with a certificate by the Exe. Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials & rubbish, & shall have cleaned off the dirt from all woodwork, doors, windows, walls, floor or other parts of any buildings, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the works shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding & conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials & rubbish, & cleaning off dirt on/before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor, remove such scaffolding, surplus materials & rubbish & dispose of the same as he thinks fit & clean off such dirt as aforesaid & the contractor shall forthwith pay the amount of all expense so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

CLAUSE 8; Payments on intermediate certificates to be regarded as advances: No payment shall be made for any work, estimated to cost less than rupees one thousand, till after the whole of the work shall have been completed & a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall, on submitting a monthly bill therefor, be entitled to receive payment proportionate to the part of the work then approved & passed by the Engineer-in-charge, whose certificate of such approval & passing of the sum so payable shall be final & conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only & not as payments for work actually done & completed, & shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away & reconstructed or re-erected, nor shall any such payment be considered as an admission of the

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date performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any other way the powers of the Engineer-in-charge as to the final settlement & adjustment of accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise, the Engineer-in-charge's certificate of the measurements & of the total amount payable for the work shall be final & binding on all parties.

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

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

CLAUSE 11; Bills to be on printed forms: The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, & not mentioned or provided for in the tender, at the rate herein after provided for such work.

CLAUSE 12; Stores supplied by MIDC: If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of MIDC or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material & stores, & the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials & stores as may be required from time to time to be used by him for the purpose of the contract only, & the value of the full quantity of the materials & stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposit, or the proceeds of sale thereof; if the security deposit is held in Government securities, the same of a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of MIDC, & shall on no account be removed from the site of work, & shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused & in perfectly good condition at the time of completion or termination of the contract shall be returned to MIDC.

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store, if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such material except with consent of the Engineer-in-charge & he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

CLAUSE 13; Works to be executed in accordance with specifications, drawings, orders etc.: The contractor shall execute the whole & every part of the work in most substantial & workmanlike manner, both as regards materials & in every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully & faithfully to the designs, drawings & instructions in writing relating to the work signed by the Exe. Engineer-in-charge & lodged in the office to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of work during the office hours. The contractor will be entitled to receive 3 sets of contract drawings & working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings & working drawings if required by him shall be supplied at the rate of Rs.100 per No. of contract drawings & Rs.100 per No. and working drawings except where otherwise specified.

CLAUSE 14; Alterations in specifications & designs not to invalidate contracts: The Engineer-in-charge shall have power to make any alterations in, or addition to, the original specifications, drawings, designs & instructions that may appear him to be necessary or advisable during the progress of work, & the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge & such alteration shall not invalidate the contract; & any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work & at the same rates as are specified in the tender for the main work.

Rates for works not entered in estimate, for a schedule of rates of the district: And if the additional & altered work includes any class of work for which no rate is specified in this contract; then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Division or at the rates mutually agreed upon between the Engineer-in-charge & the contractor, whichever are lower. If the additional or altered work, for which no rate is entered in the Schedule of Rates of the Division, is ordered to be carried out before the rates are agreed upon, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which he intends to charge for such class of work & if the Engineer-in-charge does not agree to this rate, he shall by notice in writing be at liberty to cancel his order to carry out such class of work, & arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate(s) as shall be fixed by the Engineer-in-charge. In the event of the dispute, the decision of the Suptd. Engineer of the circle will be final.

Where, however, the work is to be executed according to the designs, drawings & specifications recommended by the contractor & accepted by the competent authority the alterations above referred to

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shall be within the scope of such designs, drawings & specifications appended to the tender.

Extensions of time in consequence of additions or alterations: The time limit for the completion of the work shall be extended in the proportions that the increase in its cost occasioned by alterations/additions bears to the cost of the original contract work & the certificate of the Engineer-in-charge as to such proportions shall be conclusive.

CLAUSE 15: No claim to any payment or compensation for alteration in, or restriction of work:

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

2. Where the total suspension of work ordered as aforesaid continued for continuous period exceeding 90 days, the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving 10 days prior notice in writing to the Engineer within 30 days of the expiry of the said period of 90 days of such intention are requiring the Engineer to record the final measurement of the work already done & to pay the final bill. Upon giving such notice, the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under this contract. On receipt of such notice the Engineer shall proceed to complete the measurement & make such payment as may be finally due to the contractor within a period of 90 days from receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

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

4. In the event of....

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- i) Any total stoppage of work on notice from the Engineer under sub-clause(1) in that behalf.
- ii) Withdrawal by the contractor from the contractual obligation to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.
- iii) Curtailment in the quantity of item(s) originally tendered on account of any alteration, omission or substitutions in the specifications, drawings, designs or instructions under Clause 15(i) where such curtailment exceeds 25% in quantity & the value of the quantity curtailed beyond 25% at the rates for the item specified in the tendered is more Rs.6000/-. It shall be open to the contractor, within 90 days from the service of...

i) The notice of stoppage of work or;

ii) Other notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or;

iii) Notice under Clause 15(i) resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work before receipt by him of the notice of stoppage, suspension or curtailment & require MIDC to take over on payment such material at the rates determined by the Engineer. Provided, however, that such rates shall in no case exceed the rates at which the same were acquired by the contractor. The MIDC shall thereafter take over the material so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

CLAUSE 15(A): No claim to compensation on account of loss due to delay in supply of material by MIDC: The

contractor shall not be entitled to claim any compensation from MIDC for the loss suffered by him on account of delay by MIDC in the supply of materials entered in Schedule 'A' where such delay is caused by:

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

In the case of delay in the supply of materials MIDC shall grant such extension of time for the completion of the works as shall appear to the Exe. Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Exe. Engineer as to the extension of time shall be accepted as final by the contractor.

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CLAUSE 15 (B): Time limit for unforeseen claims: Under no circumstances whatever shall the contractor be entitled to any compensation from MIDC on any account unless the contractors shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

CLAUSE 16: Action & compensation payable in case of bad work: If any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that materials / articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor & then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified & paid for, the contractor shall be bound to forthwith rectify, or remove & reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified & provided other proper & suitable materials or articles at his own charge & cost & in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days, during which the failure so continues & in the case of any failure the Engineer-in-charge may rectify or remove & re-execute the work or remove & replace the materials or articles complained of as the case may be at the risk & expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

CLAUSE 17: Work to be open to inspection. Contractor or responsible agent to be present: All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection & supervision of the Engineer-in-charge & his subordinates, & the contractor shall at all times during the usual working hours, & at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders & instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force & effect as if they had been given to the contractor himself.

CLAUSE 18: Notice to be given before work is covered up: The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured & correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, & shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in-charge of the work & if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, & in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

CLAUSE 19: Contractor liable for damage done & for imperfections: If during the period of 2 Year

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from the date of completion as certified by the Engineer-in-charge pursuant to Clause-7 of the contract or after commissioning the work, whichever is earlier in the opinion of the Exe. Engineer, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Exe. Engineer, duly commence execution & completely carry out at his cost in every respect all the work that may be necessary for rectifying & setting right the defects specified therein including dismantling & reconstruction of unsafe portions strictly in accordance with & in the manner prescribed & under the supervision of the Exe. Engineer. In the event of the contractor falling or neglecting to

commence execution of the said rectification work within the period prescribed therefore in the said notice &/or to complete the same as aforesaid as required by the said notice, the Exe. Engineer get the same executed & carried out departmentally or by any other agency at the risk on account & at the cost of contractor. The contractor shall forthwith on demand pay to the MIDC the amount of such costs, charges & expenses sustained or incurred by the MIDC of which the certificate of the Exe. Engineer shall be final & binding on the contractor. Such costs, charges & expenses shall be deemed to be arrears of land revenue & in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights & remedies of the MIDC the same may be recovered from the contractor as arrears of land revenue. The MIDC shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the MIDC to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by MIDC (of which the certificate of the Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

CLAUSE 20: Contractor to supply plant, ladders, scaffoldings etc.: The contractor shall supply at his own cost all materials (except such special materials, if any, as may, in accordance with the contract, be supplied from the MIDC stores) plant, tools, appliances, implements, ladders, cordage, tackles, scaffolding, & temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted form, & whether included in the specifications, or other documents forming part of the contract or referred to in these conditions or not & which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which is entitled to require together with carriage therefore, to & from the work.

Contractor is liable for damages arising from non-provisions of lights, fencing etc.

The contractor shall also supply without charge the requisite number of persons with the means & materials necessary for the purpose of setting out works, & counting, weighing & assisting the measurement or examination at any time & from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expense of the contractor & the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing & lights required to protect the public from accident, & shall also be bound to bear expenses of defense of every suit, action or other legal proceedings, that may be brought by any persons for injury sustained owing to neglect of the above precautions, & to pay any damages & costs which may be

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sustained owing to neglect of the above precautions, & to pay any damages & costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

CLAUSE 21: The contractor shall provide suitable scaffolds & working platforms, gangways & stairways, & shall comply with the following regulations in connections there with.

- a) Suitable scaffolds shall be provided for workmen for all work that cannot be safely done from a ladder or by other means.
- b) A scaffold shall not be constructed, taken down, or substantially altered, except:-
 - i) Under the supervision of a competent & responsible person; &
 - ii) as far as possible by competent workers possessing adequate experience in this kind of work
- c) All scaffolds & appliances connected therewith & all ladders shall :-
 - i) be of sound materials;
 - ii) be of adequate strength having regard to the loads & strains to which they will be subjected; &
 - iii) be maintained in proper condition.
- d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- e) Scaffolds shall not be overloaded & so far as practicable the load shall be evenly distributed
- f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength & stability of the scaffolds.
- g) Scaffolds shall be periodically inspected by a competent person.
- h) Before allowing a scaffold to be used by his workmen the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.
- i) Working platforms, gangways & stairways shall :-

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- i) be so constructed that no part thereof can sag unduly or unequally;
- ii) be so constructed & maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping; &
- iii) be kept free from any unnecessary obstructions;

j) In the case of working platforms, gangways, working places & stairways at a height exceeding eight feet.

i) every working platform & every gangway shall be closely boarded unless other adequate measure are taken to ensure safety.

ii) every working platform & gangway shall have adequate width; &

iii) every working platform, gangway, working place & stairway shall be suitably fenced

k) Every opening in the floor of a building or in a working platform shall, except for the time & to the extent required to allow the access of persons or the transport or shifting of material, be provided with suitable means to prevent the fall of persons or material.

l) When persons are employed on a roof where there is a danger of falling from a height exceeding six feet suitable precautions shall be taken to prevent fall of persons or material,

m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places,

n) Safe means of access shall be provided to all working platforms & other working places.

CLAUSE 22: The contractor shall comply with the following regulations as regards hoisting appliances to be used by him:

a) Hoisting machines & tackles, including their attachments, anchorages & support shall:

i) be of good mechanical construction, sound material & adequate strength & free from patent defect &

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- ii) be kept in good repair & in good working order.
- b) Every rope used in hoisting/lowering materials or as a means of suspension shall be of suitable quality, adequate strength & free from patent defect.
- c) Hoisting machines & tackle shall be examined & adequately tested after erection on the site & before use & be re-examined in position at intervals to be prescribed by the MIDC.
- d) Every chain, ring, hook, shackle, swivel & pulley block used in hoisting/lowering materials or as a means of suspension shall be periodically examined.
- e) Every crane driver/hoisting appliance operator shall be properly qualified.
- f) No person who is below the age of 18 years shall be in control of any hoisting machine including any scaffold or give signals to the operator.
- g) In the case of every hoisting machine & of every chain, ring, hook, shackle, swivel & pulley block used in hoisting/lowering as a means of suspension the safe working load shall be ascertained by adequate means.
- h) Every hoisting machine & all gears referred to in the preceding regulation shall be plainly marked with the safe working load.
- i) In the case of a hoisting machine having a variable safe working load each safe working load & the conditions under which it is applicable shall be clearly indicated.
- j) No part of any hoisting machine or of any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
- k) Motors, gearings, transmissions, electric wiring & other dangerous parts of hoisting appliance shall be provided with efficient safeguards.
- l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- m) Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

CLAUSE 23: Measure for prevention of fire: The contractor shall not set fire to any standing jungle, trees, brushwood or grass without written permit from the Exa. Engineer.

When such permit is given, & also in all cases when destroying cut or dug up trees, brushwood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him.

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CLAUSE 24: Liability of contractor for any damage done in or outside work area: Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of MIDC property including any damage caused by the spreading of fire mentioned in Clause 23 shall be estimated by the Engineer-in-charge or such other officer as he may appoint & the estimates of the Engineer-in-charge subject to the decision of the Suptd. Engineer on appeal shall be final & the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in Clause 1 or deducted by the

Engineer-in-charge from any sums that may be due or become due from MIDC to the contractor under this contract or otherwise.

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

CLAUSE 25: Employment of female labour: The employment of female labourers on works in the neighbourhood of soldier's barracks should be avoided as far as possible.

CLAUSE 26: Work on Sundays: No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge.

CLAUSE 27: Work not to be sublet. Contract may be rescinded & security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent: The contract shall not be assigned/sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do or become insolvent or commence any proceeding to get himself adjudicated an insolvent or make any composition with his creditors, or attempt so to do or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of MIDC in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract, & the security deposit of the contractor shall thereupon stand forfeited & be absolutely at the disposal of MIDC & the same consequences shall ensue as if the contract had been rescinded under Clause 3 hereof & in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

CLAUSE 28: Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss: All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of MIDC

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CLAUSE 28: Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss: All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of MIDC without reference to the actual loss or damage sustained; & whether any damage has or has not been sustained.

CLAUSE 29: Changes in the constitution of firm to be notified: In the case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

CLAUSE 30: Works to be under direction of Suptd. Engineer: All works to be executed under the contract shall be executed under the direction & subject to the approval in all respects of the Superintending Engineer of the Circle for the time being, who shall be entitled to direct at what point(s) & in what manner they are to be commenced, & from time to time carried on.

CLAUSE 31: Decision of Superintending Engineer to be final:

Except where otherwise specified in the contract & subject to the powers delegated to him by MIDC under the Code rules then in force, the decision of the Suptd. Engineer of the Circle for the time being shall be final, conclusive & binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings & instructions hereinbefore mentioned & as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter or thing whatsoever, if any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or other conditions, or otherwise, concerning the works or the execution, or failure to execute the same, whether arising during the progress of work, or after the completion or abandonment thereof.

CLAUSE 32: Stores of European/American manufacture to be obtained from MIDC: The contractor shall obtain from the MIDC's store all stores & articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores & articles elsewhere. The value of such stores & articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the Schedule in Form 'A' attached to the contract & if they are not entered in the said Schedule, they shall be debited to him at cost price which for the purposes of this contract shall include the cost of carriage & all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

CLAUSE 33: Lump sums in estimates: When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for each item, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump amount entered in the estimate.

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each item, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump amount entered in the estimate, & the certificate in writing of the Engineer-in-charge shall be final & conclusive against the contractor with regard to any sum(s) payable to him under the provision of this clause.

CLAUSE 34: Action where no specification exists: In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Divisional specification, & in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions & requirements of the Engineer-in-charge.

CLAUSE 35: Definition of work: The expression "work(s)" where used in these conditions, shall, unless there be something in the subject or context repugnant to such construction, be construed to mean the work(s) contracted to be executed under or in virtue of the contract, whether temporary or permanent & whether original, altered, substituted or additional.

CLAUSE 36: Payment of quarry fees & royalties: All quarry fees, royalties, octroi, dues & ground rent for stacking materials, if any, should be paid by the contractor.

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

CLAUSE 38: The contractor shall be responsible for & shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident. If such expenses are incurred by MIDC the same shall be recoverable from the contractor forthwith & be deducted without prejudice to any other remedy of MIDC from any amount due or that may become due to the contractor.

CLAUSE 39: The contractor shall provide all necessary personal safety equipment & first aid apparatus available for the use of the persons employed on the site, shall maintain the same conditions suitable for immediate use at any time & shall comply with the following regulations in connection herewith :-

a) The workers shall be required to use the equipment so provided by the contractor & the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

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adequate steps to ensure proper use of the equipment by those concerned.

b) When work is carried on in proximity to any place where there is a risk of drowning, all necessary equipment shall be provided & kept ready for use & all necessary steps shall be taken for the prompt rescue of any person in danger.

c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

CLAUSE 40: Claim for Quantities entered in the Tender or Estimate:

1. Quantities in respect of the several items shown in the tender are approximate & no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing different percentage of permissible variation, the quantity of the item does not exceed the tender quantity by more than 25% & so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender is not more than Rs.5,000/-
2. The contractor shall, if ordered in writing by the Engineer to do so, carry out any quantities in excess of the limit mentioned above in sub-clause (1) hereof, on the same conditions as & in accordance with the specifications in the tender & at the rates (i) derived from the rates entered in the current Schedule of Rates & in absence of such rates, (ii) at the rate prevailing in the market. The said rate being increased/decreased as the case may be, by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender based on Schedule of Rates applicable to the year in which the tender was invited. For the purpose of operation of this clause, this cost shall be taken to be worked out from the DSR prevailing at the time at the acceptance of tender.
3. Claims arising out of reduction in the tender quantity of any item beyond 25% will be governed by the provision of Clause 15 only, when the amount of such reduction beyond 25% at the rate of the item specified in the tender is more than Rs.5,000/- (The clause is not applicable to extra items)
4. The clause is not applicable to extra items.
5. There is no change in the item rate if the excess is more than 25% of the tendered quantity but the value of excess work at the tendered rate does not exceed Rs.5000/-
6. The quantities to be paid at tendered rate shall include

a) Tendered quantity plus

b) 25% excess of the tendered quantity or the excess quantity of the value of Rs.5000/- at the tendered rates, whichever is more.

CLAUSE 41: Employment of famine affected labour: The contractor shall employ any famine, affected, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

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convict of other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

CLAUSE 42: Claim for compensation for delay in starting the work: No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or, in the case of clearance works, on account of any delay in according sanction to estimates.

CLAUSE 43: Claim for compensation for delay in the execution of work: No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in borrow pits & no claim for an extra rate shall be entertained, unless otherwise expressly specified.

CLAUSE 44: Entering upon or commencing any portion of work: The contractor shall not enter upon or commence any portion of work except with the written authority & instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

CLAUSE 45: Minimum age of persons employed, the employment of donkeys &/or other animals & the payment of fair wages:

- i) No contractor shall employ any person who is under the age of 18 years.
- ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be atleast three inches wide & should be of tape (Nawar).
- iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- iv) The Engineer-in-charge or his agent is authorised to remove from the work any person/ animal found working which does not satisfy these conditions & no responsibility shall be accepted by MIDC for any delay caused in the completion of work by such removal.
- v) The contractor shall pay fair & reasonable wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor & his workmen on the grounds that the wages paid are not fair & reasonable the dispute shall be referred without delay to the Exe. Engineer, who shall decide the same. The decision of the Exe. Engineer shall be conclusive & binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by MIDC at the sanctioned tender rates.
- vi) The contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.

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CLAUSE 46: Method of payment: Payment to contractors shall be made by cheques drawn on any bank within the Division convenient to them, provided the amount exceeds Rs. 10. Amounts not exceeding Rs. 10 will be paid in cash.

CLAUSE 47: Acceptance of conditions compulsory before tendering for work: Any contractor who does not accept these conditions shall not be allowed to tender for works.

CLAUSE 48: Employment of scarcity labour: If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Exe. Engineer or be any person to whom the Exe. Engineer may have delegated this duty in writing to be in need of relief & shall be bound to pay to such persons wages not below the minimum which the Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Exe. Engineer whose decision shall be final & binding on the contractor.

CLAUSE 49: The prices quoted by the contractor shall not in any case exceed the control price if any fixed by Government or reasonable price which is permissible for him to charge a private purchaser for the same class & description of goods under the provisions of Hoarding & Profiteering Prevention Ordinance, 1943 as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding & Profiteering Prevention Ordinance the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher price. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price on the permissible under the Hoarding & Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

CLAUSE 50: The rates to be quoted by the contractor must be inclusive of sales tax/VAT. No extra payment on this account will be made to the contractor.

CLAUSE 51: The contractor should as far as possible obtain his requirement of labour, skilled & unskilled from the nearest Employment Exchange.

CLAUSE 52: The provision regarding contractor's labours provisioning the Contract Labour (Regulation & Abolition) Act, 1970 with the Maharashtra Contract Labour (Regulation & Abolition) Rule, 1971 shall be binding on the contractors. If the provision in the said Act contradicts with any of the provisions regarding Contractor's labours in any of the clauses in this tender, the provisions in the Contract Labour (Regulation & Abolition) Act, 1970 with the Maharashtra Labour (Regulation & Abolition) Rules, 1971 shall prevail.

CLAUSE 53: The contractor shall comply with the provisions of the Apprentices Act, 1961 & the rules & the orders issued under these from time to time. If he/they fails to do so, the failure will be a breach of the contract & the Superintending Engineer, may in his discretion, cancel the contract. The contractor shall be liable to him/them, of the provisions of the Act.

CLAUSE 54: Supply of materials etc. by the contractors: The contractors are to provide every article

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CLAUSE 54: Supply of materials etc. by the contractors: The contractors are to provide every article (with the exceptions noted in Schedule 'A' attached) which may be necessary & requisite for the due & proper execution of the several works included in contract according to the true intent & meaning of the drawings & specifications taken together which are to be signed by Exe. Engineer, MIDC, (hereinafter called the Exe. Engineer) & by the contractor(s) whether the same may or may not have been prescribed in the specifications or shown on the drawings provided however that the same are reasonable & obviously to be informed therefor. In case of any discrepancy between the drawing & the specification the Exe. Engineer, shall decide which of the two is to be followed.

CLAUSE 55: Execution of work: The contractor shall set out the whole of the work as per approved drawings & details supplied to him & as per the instruction given during the execution of work by the Engineer-in-charge or his agent, & shall rectify any errors, which may be found therein & shall provide all necessary labour & materials for the purpose. The contractor shall also provide plants, labour & materials (with the exceptions noted in Schedule attached which may be necessary & requisite for the works). The materials & workmanship are to be the best of their respective jobs. The contractor shall have the work in all respects clean & perfect at the completion thereof.

CLAUSE 56: Drawings & Specifications: At least 6 copies of the drawings & specifications submitted by the Contractor & approved & signed by the Superintending Engineer shall be furnished by the Contractors to the MIDC & copies thereof shall be kept on binding. Contractor's agent who is to be constantly kept on the ground by the Exe. Engineer, MIDC, under Schedule 'A' of the contract will supply plain MS rounds &/or TOR steel depending upon the availability. As such, designs based on exclusive use Tor steel shall not be accepted.

CLAUSE 57: Control over works: The Exe. Engineer or his duly authorized representative have at all times access to the works which are to be entirely under his control. He may require the Contractors to dismiss person in the Contractor's employment upon the works if such person in his opinion is incompetent or misconducts himself & the contractor shall forthwith comply with every such requirements.

CLAUSE 58: Materials left at site: All works & materials brought & left upon the site of the work either by the contractor or by his orders for the purpose of forming part of the work are to be considered to be property of the MIDC, & the same shall not be removed or carried away by the Contractor or any other person, without the special leave or consent in writing of the Exe. Engineer, but the MIDC shall not in any way be answerable for any loss or damage which may happen to or in respect of any such work or materials on account of the same being lost or stolen or injured or damaged by weather or otherwise.

CLAUSE 59: Removal & substitution of materials: The Exe. Engineer, shall have full power to order the removal from the premises of the materials which in his opinion are not in accordance with the specifications & may employ other persons to remove the same without having to be answerable or accountable for any loss or damage that may be caused to such materials. The Exe. Engineer, shall also

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accountable for any loss or damage that may be caused to such materials. The Exe. Engineer, shall also have full power to order other proper material to be substituted & in case of default the Exe. Engineer, may cause the same to be supplied & all cost which be incurred in such removal & substitution shall be borne by the contractor.

CLAUSE 60: Action in case of improper materials & workmanship: If in the opinion of the Exe. Engineer, any work or any part thereof is executed with improper materials or defective workmanship, the contractor shall when required by the Exe. Engineer, forthwith re-execute the same & substitute proper material & workmanship & in case of default by the contractor in so doing within a week from the date of the requisition, the Exe. Engineer, shall have full power to employ other persons to re-execute the work & cost there of shall be borne by the contractor.

CLAUSE 61: Action & compensation payable in case of backlog/delay: If at any time before security deposit is refunded to the Contractor, it shall appear to the Exe. Engineer or his subordinate in-charge of the work, that any works have been executed with unsound, imperfect or unskillful workmanship or with materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the Contractor & then notwithstanding the fact that the work, materials or articles complained or any have been inadvertently passed, certified & paid for, the contractor shall be bound to forthwith rectify or remove or reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified & provide other proper & suitable materials or articles at his own charge & cost. In the event of his failing to do so within in the limit aforesaid, the Contractor shall be liable, to pay compensation at the rate of 1 % on the amount of the estimated cost for every day not

exceeding 10 days, during which the failure so continues & in the event of any such failures as aforesaid the Engineer-in-charge may rectify or remove & re-execute the work or remove & replace the material/articles complained of, as the case may be, at the risk & expenses in all respects of the Contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above is not acceptable, then it will be straight way rejected.

CLAUSE 62: Performance & guarantee of the work or plant completed by the contractor: The contractor shall make good & repair defects in materials & workmanship & performance etc. revealed in the finished work or the plant completed by him, for a period of 2 Year from the date of which final completion certificate, is issued by the Engineer-in-charge. The decision of the Engineer-in-charge as to the necessity of repairs shall be binding on the contractor. If the contractor fails to maintain & keep in proper condition the work completed by him or if the plant erected by him falls in performance of

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the necessity of repairs shall be binding on the contractor. If the contractor fails to maintain & keep in proper condition the work completed by him or if the plant erected by him falls in performance of guarantee furnished by the contractor over the stipulated period of maintenance or performance, then the Engineer-in-charge shall be entitled to carry out the necessary repairs, departmentally or through another agency at the cost of contractor. The decision of Engineer-in-charge regarding the amount of the expenses incurred in carrying out the repairs shall be final & binding on the contractor. The Engineer-in-charge shall be entitled to forfeit the whole or any part of the security deposit towards the expenses incurred by him in repairing the work completed by the contractor.

CLAUSE 63: Responsibility of contractor for damage or fire etc.: From the commencement of the work to the completion of the same, the work shall be under the Contractor's charge. The contractor shall be held responsible for any damage done to the same by fire or any other cause & they shall be liable to make good all such damages & to carry out any repairs which may be rendered necessary to the same by fire or other causes & they are to hold the MIDC harmless from any claims for injuries to persons or structural damage, damage to property happening from any neglect or default or want of proper care or misconduct on the part of the Contractor or any of their employees during the execution of the work.

CLAUSE 64: Execution of work included in the contract: The Exe. Engineer shall have full power to send workmen on the premises to execute fittings & other works not included in the Contract & for which the Contractors shall afford every reasonable facility during ordinary working hours, provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract. The contractor shall not however be responsible for any damage which may happen to or be occasioned in the execution of any such fittings or other works.

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Maharashtra Industrial Development Corporation

Schedule A

Name Of Work : Lote - Parshuram Indl Area.... Upgradation and expansion of Common Effluent Treatment Plant From 4.50 MLD to 10.0 MLD for M/s Lote Parshuram Environment Protection Co-op. Society Ltd., MIDC, Lote Parshuram Industrial area Tal-Khed, Dist-Ratnagiri.

Schedule showing (approx) the material to be issued to the contractor for works to be executed on this contract, & the rate at which they are to be charged.

Schedule B Lote - Parshuram Indl Area.... Upgradation and expansion of Common Effluent Treatment Plant From 4.50 MLD to 10.0 MLD for M/s Lote Parshuram Environment Protection Co-op. Society Ltd., MIDC, Lote Parshuram Industrial area Tal-Khed, Dist-Ratnagiri.

Sr. No.	Particulars	Quantity	Rate at which the Material is to be charged to the contractor with unit	Unit	Place of Delivery
NIL	NIL	NIL	NIL	NIL	NIL

TERMS & CONDITIONS FOR ISSUE OF MATERIAL UNDER SCHEDULE 'A'

1. Materials required in excess of the quantity may or may not be supplied by the Deptt. If not supplied, the contractor should make his own arrangements to provide the same, for which no extra claims will be entertained.

2. All materials remaining unused after the completion of the works should be returned to the Department at the Departmental Store. For the materials remaining unused & not returned, recovery will be effective at twice the issue rate of the materials or the prevailing market rate at the time of completion of work, whichever is higher.

3. Considerable delay is likely to occur in getting the materials required to be conveyed by rail, whether such materials are to be supplied by the MIDC or by the contractor himself. The contractor, therefore, should submit indent for his requirement sufficiently in advance to allow for the period usually taken for supply of such material.

No responsibility can be accepted for such delays in regard to supply of these materials. Every assistance will be given to obtain the supplies as quickly as possible.

4. Contractor should check the materials before they are issued to him. Any complaint after the

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material is accepted by him will not be entertained.

5. The contractor should make his own arrangements for storing the material issued to him, by constructing a pucca shed which should be leak proof & should protect against moist climates.

6. All other materials not included in the above schedule will have to be procured by the contractors from the open market at his own cost.

7. The contractor shall maintain a regular account of consumption of the material issued to him by the Department, either at cost or free of cost & shall be produced when asked for.

8. All conveyance charges including loading & unloading operations for bringing the materials issued from the place of delivery to the site of work should be borne by the contractor.

9. Weight of MS rounds that will be issued under Schedule 'A' will be computed on the basis of following table.

Dia of Bar in mm.	Weight in Kg/RM length of bar
6	0.22
8	0.39
10	0.62
12	0.89
16	1.58
18	2.00
20	2.46
22	2.92
25	3.85
28	4.83
32	6.31
36	7.99
40	9.87

In case of dispute or delegations in diameters, computation of weights shall be made at a rate of 0.785 Kg/Sq.cm. of cross sectional area.

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10. The issue of steel from the stores stipulated in Schedule 'A' shall be on the basis of lengths of MS rounds measured in metric system to the nearest 10mm. length. The surplus steel after completion of work shall also be taken back & measured on the same basis. The MS rounds returned to the departmental store shall be in the form of cut pieces of whole lengths remaining unutilised & will be accepted as such. Pieces of length one metre & above shall be accepted. The percentage waste in the form of pieces of length below one metre shall not be more than 1% of the tonnage actually used in work. Any additional loss beyond 1% stipulated above shall be treated as used in an unauthorized & wasteful manner, & recovery at double the issue rate or market rate, whichever is more, shall be effected for such wasteful use of steel.

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MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

COMMON CONDITIONS & ADDITIONAL CONTRACT CONDITIONS

1. **COMMON CONDITIONS:** Extra charges for any item of work shall not be allowed unless the work to which it is related is clearly within the spirit & meaning of the specification or unless such works are ordered in writing by the Engg-in-charge & are claimed for in the specified manner before the commencement of work. The contractor shall at his own expense make all necessary provisions for housing, water supply, electricity & sanitary arrangements for his employees at site of works as required. He shall pay directly to the concerned authorities all rates, taxes, royalties & other charges. He shall also comply with all requirements of health department of the concerned authorities.

2. **MATERIALS:** Unless otherwise specifically provided for either in the item or in the specifications or in the Schedule 'A' for Supply of Materials by MIDC, all items in the tender are inclusive of costs of material required for the execution of the items. Materials not stipulated to be supplied by MIDC, shall be brought by the contractor at his cost. The quality, type & make of materials used in the work shall be as per samples got previously approved from Engineer-in-charge, as mentioned in the detailed specification. All rejected material shall be removed by the contractor from site of work immediately failing which the same will be got removed by MIDC at his cost.

3. **WORKS:** The lining out of all works shall be marked by the contractor on site with permanent pillars as directed. The necessary levels will be given by MIDC. The contractor must however, provide the necessary labour & material for making out the ground & keeping all references, levels & lining props sealed in cement concrete & execute the work in accordance with those levels for which he will be responsible throughout the whole period of contract. The few bench mark pillars to be connected with MIDC benchmark shall be constructed by the contractor at the site of work as directed for reference of various levels in connection with work. The line out if required to be carried out more than one time, the same shall be done by the contractor without extra cost.

4. **CARTING:** The contractor shall convey pipes, specials & other sundry materials required for the Execution of the work at his own cost. The contractor shall provide diversion to the affected existing road, if required, as directed by Engineer-in-charge at his own cost.

5. **GENERAL:** The contractor shall be deemed to be thoroughly conversant with the local condition such as the availability of all construction materials, skilled & unskilled labour & to have based his rates accordingly for this work. He shall be deemed to have carefully studied all the specifications & drawings & followed them before the submission of his tender.

6. In case of any discrepancy between the type of working drawings on one hand & the wording of the corresponding item & specifications thereof as per the contract, the later will be deciding for the purpose of actual execution of items. However, the Exe. Engineer's decision should be obtained in the matter before hand. For a composite item, if any higher specification are to be adopted for any component as a result than specified in the item & specification therefore, extra rate will be payable on approval. No major deviation involving substantial extra outlay will be made without the prior approval of the Superintending Engineer.

7. Work progress register will be maintained by MIDC on site &/or in the Divisional office &/or Sub division under it. The contractor will sign all instruction issued by Exe. Engineer or his representative/ his superior officers & comply with them. For this purpose the contractor or his authorised representative shall attend the site or said office daily for receiving instructions.

8. i) Metered water supply will be made available to the contractor from MIDC pipeline if available & water consumed will be charged at the prevailing industrial rate or near by industrial area or in that area subject to change as decided by MIDC from time to time. The connection, metering etc. shall be taken by the contractor at his cost. In case of water supply to CETP and CHWTSDP will be provided at domestic rate applicable in that area during construction and operation period.

ii) For taking water supply connection separate agreement for water supply connection is necessary to be executed with MIDC and the terms and conditions of this agreement will prevail until water supply connection is in force.

9. It will be the contractor's responsibility to inspect & investigate the work site thoroughly so as to arrive at the rates quoted in the tender. In

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this regard necessary information available with MIDC will be given to him without any guarantee about it's foolproofness.

10. Contractor has to clear road land width/plot which includes cutting trees less than 30 Cms. In girth with permission from concerned competent authority, cleaning brush wood, loose stones, vegetation, bushes, stumps & mole hills without any extra cost. The contractor shall provide diversion to the affected existing road, if required as directed by Engineer-in-charge at his own cost.

11. The contractor shall engage an authorised all time person on this work capable of engaging & guiding the work & understanding all specifications. He will take orders as will be issued by the Exe. Engineer, or his authorised representative & shall be responsible for carrying them out. The person shall not be changed without prior intimation to the Exe. Engineer & his representative on the work site.

12. The contractor will take all precautions during the execution of work so as not to cause any damage to any property/ adjacent properties & shall be responsible to make good any damaged property as directed by the Exe. Engineer till his satisfaction.

13. All installations such as electric cable, water pipeline, telephone lines, OFC, Sewer main manhole, natural drainage, gas/ fuel pipelines, CD works, storm water drains etc coming in the way shall be looked after carefully. The protections and support against any damages, which otherwise will have to made good by contractor at his cost. In case any permission is required from Concerned authority for handling these lines, the contractor will co-ordinate with such authority. All safety precautions shall be taken from traffic flow point of view.

14. Contractor should specifically indicate the metal & murum quarries from which he proposes to bring the material for completing the work.

15. Where the proper measurement of work, it is necessary to have an initial set of levels taken, the same as recorded in the authorised field book by the Exe. Engineer or his authorized representative & will be signed by the contractor who will be entitled to have a true copy of the same on demand. Any failure on the part of the contractor to get such levels before starting the work will render him liable to accept the decision of the Exe. Engineer as to the basis of taking measurements. Likewise the contractor will not cover any work which will render its subsequent measurement difficult or impossible, without first getting the same jointly measured by himself & the authorised representative of the Exe. Engineer. The record of such measurements on to Department's side will be signed by the contractor & he will be entitled to have a true copy of the same on demand.

16. All work before being finally taken over by MIDC will be entire liability of the contractor for guarding/maintaining & making good any damage of any magnitude. Interim payments made for such work will not alter this position. The handing over by the contractor & taking over by the Exe. Engineer, or his authorised representative, will be always in writing, of which copies will go the Exe. Engineer, his authorised representative & the contractor. It is, however understood that before taking over such work, MIDC will not put it to its regular use distinct from casual/incidental one.

17. Orders issued by the Superintending Engineer of MIDC by whatever designation he may be known from time to time regarding the conduct of the work shall be binding on the contractor.

18. The tendered rates for supply of materials are for delivery of materials properly stacked in regular heaps or otherwise as directed for facility of measurement before use. In case of road materials, the same shall be stacked by the road side as directed. Materials shall not be tacked at places where they are likely to be damaged or lost. The contractor shall have no claim for any loss on this account. If such material has been paid for & is subsequently lost before use in the work, the contractor shall make good the loss.

19. No material shall be removed from the road land, except for excavation of gutters, or any other adjoining land unless permitted in writing subject to such conditions as the Exe. Engineer may specify. The contractor is liable for the damages/compensation arising out of disregard of this condition.

20. The orders of collection & utilisation of materials shall be decided by Exe. Engineer/his authorised representative so as to ensure orderly work.

21. For the items so indicated, no materials shall be used without first having been measured by regular stacks. The whole of the quantity of a particular material required for a sizable section of the work shall be first collected before it can be measured & used. The same material

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shall either be collected separately or the collection shall not be started at all unless the material collected in the section under reference has been all used.

22. The contractor will have to construct a shed for storing controlled & valuable materials issued to him under Schedule 'A' of the agreement at work site, having double locking arrangement. The material shall be taken for use in the presence of the departmental person. No material will be allowed to be removed from site of work.

23. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.

24. The contractor shall study all the plans, specifications & other terms & conditions of the contract carefully before tendering & shall also inspect the site & get self acquainted with nature of work & local conditions regarding the availability of labour, material, source & sufficiency of water supply required for the execution of the work & site conditions, rivers, nallas, topography etc existing roads, means of communication & access to site of work etc.

25. The contractor shall submit, within one month from the date of work order of MIDC, designs & drawings to the Exe. Engineer. After getting the letter of approval of design from Exe. Engineer, the contractor shall at his own expense clear the site & take up the provisional & final setting & carryout the work under the supervision of his responsible representative & shall provide necessary material, labour, tools, instruments etc required for the same. The line & setting out shall be done most accurately & it shall be the full responsibility of the contractor for correctness of the position, level, dimensions, alignment etc of all parts of the work & if any time during the execution, any error appears/arises, the same shall be rectified by the contractor at his own cost. The checking of any setting out/line/level by the Engineer shall not in any way absolve the contractor of his own responsibility for the correctness thereof. The contractor shall protect & preserve all benchmark, site rails etc used for setting out of the work.

26. The contractor shall, if necessary, construct temporary roads & maintain these in proper condition till the completion of work at his own cost. If necessary, he shall also at his own cost, make necessary arrangement for acquisition of land for construction of such temporary road or for any other purpose in connection with the execution of work.

27. The contractor shall comply with all proper & legal orders & direction of the local/public authority/ municipality & abide by their rules & regulations & pay all such fees & charges which he may be liable to. No reimbursement of such fees & charges will be made by MIDC.

28. The contractor shall inform the Engineer-in-charge in writing, when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without regarding the further progress of work. The work shall not be considered to have been completed in accordance with terms of contract until the Engineer-in-charge shall have certified in writing to that effect.

29. If contractor desires to use any design/material/process covered by letter "Patent" or "Copy Right", it shall be responsibility of the contractor to observe all legal formalities for the use of the same.

30. In the event of there being reasonable doubt as to the quality of workmanship & material used in the construction, the Engineer-in-charge may order to the contractor to satisfy MIDC by carrying out suitable test of structure or part thereof, in the manner as prescribed in Clause on Page 53 of the Indian Std. Code for practice for PCC & RCC for general building construction & as per Std. Spcf. of Deptt. As may be approved by the Engineer-in-charge regarding the sufficiency, wherever necessary at his own cost to the entire satisfaction of the Exe. Engineer.

31. All the laboratory equipment required for the field test of materials, concrete, steel shall be arranged by contractor at his own cost.

32. The contractor shall take all precautions, due care against damage by floods, rains, storms, out break of fire & accidents. No compensation will be allowed to the contractor for his plants/materials lost, damaged by way of the above cause or other causes which is in charge of the contractor.

33. Safety of materials & recoveries: The contractor shall use the materials supplied to him by the department at free of cost or as mentioned in the Schedule 'A' very properly & economically. The contractor shall be responsible for proper handling & safe custody of the materials issued to him. The materials remaining unused after the completion of the work shall be returned by the contractor at the Department. The

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department will accept only such materials as are in perfect conditions. If any of the materials issued to the contractor free of cost there of shall be recovered from the contractor at double the rate at which it was purchased by the department, or the market rate prevailing at the time whichever is higher. The contractor shall maintain a day to day account of materials issued to him by the department & shall produce it to the Engineer-in-charge when demanded.

34. Road Crossings: Any work at the road crossing shall be restricted only to half the width of the road, leaving the other half open for traffic. Second half is taken up only after the first half is completed & made upto the original surface, serviceable with the permission of Engineer-in-charge. All roads shall be reinstated by the contractor without any extra cost after proper consolidation, watering, cutting etc. Guarding barricading shall be provided by the contractor for 24 hrs. a day. The work of road crossing shall be planned well in advance & shall be carried out within the minimum possible time thereby causing least disturbance to traffic. No road shall remain excavated for more than 24 hrs. Where the roads are very narrow such that traffic cannot be allowed in the second half when the work in first half is in progress, the contractor shall provide necessary diversions & maintain the same at his cost till such time as the work is in progress & the road is opened to traffic.

35. Interpretation: Singular & Plural 'Work' imparting the singular number shall include the plural number also & vice versa where the context requires.

36. Removal of Contractor's Employees: The contractor shall employ in & about the execution of the works only such persons as are careful, skilled, competent & experienced in their several trades & shall, on the direction of the Engineer-in-charge forthwith cease to employ in & about the execution of the works. Any person who in the opinion of the MIDC or En-Engineer-in-charge, misconduct himself, or is incompetent or negligent in the proper performance of his duties or whose continued employment is undesirable for any reason, such persons shall not be again employed upon the works without the written permission of the MIDC/Engineer-in-charge.

37. Access to site of work: The provisions of clauses & conditions of this contract shall also apply to all premises, work shops, factories, plants, quarries & all other places from where materials, manufactured articles & machineries are being obtained or stored for the works. The MIDC/Engineer-in-charge or their representative & other subordinates shall be furnished with such information, assistance & facility by the contractor as is required to make a complete & detailed investigation/inspection/supervision of the said goods.

38. Inspection of Works & Materials:

All materials & each part of details of the work shall be subject at all times, to inspection by the MIDC/Engineer-in-charge or their representative or other authorized subordinates who shall be furnished with reasonable facilities & assistance by the contractor for ascertaining whether or not the work as performed or the materials used are in accordance with the requirements & intent of the plans & specifications.

The contractor shall also inform the Engineer-in-charge in writing, when any portion is ready for inspection, giving him at least 24 hrs. advance intimation to enable him to inspect the same without regarding further progress of the work.

Any work done or materials used without supervision or inspection by the MIDC/Engineer-in-charge or is representative, is liable to be ordered to be removed & replaced at the contractor's expense.

39. Testing of Materials & Works: All materials before being incorporated in the work shall be inspected. After satisfactory necessary tests as per prevalent standards shall be approved by the Engineer-in-charge. The testing shall be done in the Government approved lab or any laboratory approved by MIDC & the testing charges shall be borne by the contractor himself only.

Any work in which such materials are used prior to inspection & when necessary, testing & without approval or written permission of the Engineer-in-charge shall be considered as unauthorized, defective & not acceptable.

The testing of materials & works where necessary shall be carried out in accordance with the latest standards Methods of Bureau of Indian Standards Institution current on the date fixed for opening of the tender. If no such standard exists for a particular test, the standard method as laid down by the British Standard Institution or by American Association of State Highway Officials or the American Society or other suitable organization for testing of materials, will be used at the discretion of the Engineer-in-charge. He may also adopt any other suitable

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method at his discretion.

The contractor shall furnish such facilities instruments, machinery, equipment, labour and material as the Engineer-in-charge may require for collecting & forwarding sample or for ascertaining the quantity, quality or weight of materials used and if so directed shall not make use of or incorporate in the work of any materials represented by the said sample until the required test are made and the materials accepted.

The contractor shall establish a laboratory at site where routine testing of materials of concrete, asphalt etc can be done to the requirements as per work at his cost. The daily test report register should be maintained at site/lab and shall be produced as and when required.

The cost of collection of sample including transportations as well as of the testing shall be borne by the contractor for the followings.

i) The collection & supply of the samples & carrying out of such tests is provided for or clearly intended in the contract, will be carried out in the laboratories approved by the Engineer-in-charge.

ii) The collection & supply of the samples & the carrying out of such tests if not provided for or clearly intended in the contract but on testing, the material is found defective & has to be rejected. The defective material should be removed from site within 24 hours & report of the same should be given to Engineer-in-charge.

40. Unauthorized & Defective Works: No work shall be done without lines, levels, grades, lengths & other dimensions having been given or approved by the Engineer-in-charge or when authorized by him or by his representative or other authorized subordinates. Any work done by the contractor prior to the approval of the contract, work done contrary to or regardless of the instructions of the Engineer-in-charge, work done beyond the lines shown on the plans or as given, or any extra work done without authority will be considered as unauthorized & will not be paid for under the provisions of this contract. Work so done shall be ordered to be removed or replace at the contractor's expense. All works & materials which do not conform to the requirements of the contract whether on account of poor workmanship, defective materials, unsuitable equipments & plans, carelessness or any other causes, shall be considered as defective.

The Engineer-in-charge shall have the power to order removal or replacement of all unauthorized/defective materials/works which in his opinion should be removed or replaced all defects, be removed, replaced or corrected as may be directed by the Engineer-in-charge.

41. Night Work: Subject to any provisions to the contrary contained in the contract, no work shall be carried out between the hours of sunset & sunrise without the written permission of the Engineer-in-charge except when the work is unavoidable or absolutely necessary, for saving life or property or for the safety of the work, in which case, the contractor shall immediately inform the Engineer-in-charge or his representative, provided always that the provision of this clause shall not be applicable in the case of any work which it is customary to carry out by double or rotary shifts in which case sufficient advance notice shall be given of the intention of work at night to the Engineer-in-charge. After making all requisite arrangements & management of areas, materials & equipments, required under any emergency etc. Overtime to supervisory staff of the MIDC, in such cases shall have to be however borne by the contractor.

The contractor shall also carry on work between sunset & sunrise if so required by the Engineer-in-charge, subject to obtaining approval in writing, for expediting the progress on the works or for any other reasons of technical safety.

Whenever any work is required to be carried out at night in the interest of structural safety or any other reason with express approval of the Engineer-in-charge or his representative authorized to supervise, adequate lighting & other arrangement shall be made in advance by the contractor for proper execution & supervision of the such work. The contractor shall not be however entitled to any extra payments for night work. Before such work to be carried, the contractor should also inform to local Police Station in writing.

42. Explosive and inflammable Materials: The MIDC does not anticipate use of any explosive or any inflammable material on this work, however, in the event, explosive or inflammable materials are used for the execution of the works, the contractor shall at his own expense, obtain such license or license as may be required for storing and using explosives and or inflammable materials and locate, construct and maintain magazines if such area is required for storage in accordance with relevant Government rules in force. Such magazine shall clearly marked dangerous - explosive in the original language and devnagriand shall be in the care of competent watchman all the time. All these shall be done under intimation and after getting concurrence Engineer-in-charge.

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The contractor shall exercise utmost care while using explosives and or inflammable material not to endanger life or property and shall be solely responsible for any and all damages resulting from their storage and use, and shall indemnify absolutely MIDC and its office and employees against any claim and liability arising out of any accident or any violation and or any law, rules, orders etc.

43. Care, Maintenance and repair of works:-

a) From the commencement until the time, the works are completed and finally accepted and handed over to the MIDC, the contractor shall take full responsibility for care and maintenance thereof including care of all temporary works to the satisfaction of the Engineer-in-charge and in case any damage the Deterioration loss or injury shall happen to the works or to any part thereof or to any temporary work, from storms, fire, rains, accidents or any case whatsoever other than earthquake, volcanic eruption or other convulsion of nature or act of God, War, Invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil war, rebellion, revolution, insurrection or military or Insured power, shall at his own cost maintain, repair and make good the same so that till the time of final acceptance, the works shall be in good order and condition and in conformity in every respects with the requirements of the contract and the instructions of the Engineer-in-charge.

b) If the contractor fails to comply with the requirements mentioned in Sub Clause 1 above, the Engineer-in-charge will immediately ask him to comply with the same within prescribed period. In the event of contractor failing to comply with these instructions, the Engineer-in-charge will immediately proceed to take care of the same viz maintain or repair as required at the cost of the contractor. The clause regarding defect liability period is given separately.

44. Compliance of Laws: The contractor shall keep himself fully informed of all acts, laws of the Central & state Governments, all local bye laws, ordinances, rules & regulations & all orders & decrees of bodies/tribunals having any jurisdiction/authority which in any manner effect those engaged or employed on the work or which in way effect the conduct of the works. He shall at all time observe & comply with all such laws, ordinances, rules, regulations, orders & decrees & shall give all notices & pay out of his own money, say fees or charges to which he may be liable.

He shall protect & indemnify the MIDC & its officers & employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations orders, or decrees whether by himself or by his employees.

45. Treasure Trove: In the event of the discovery by the contractor or his employees during the progress of the works of any treasure, coins, antiquities, fossils, minerals or other articles or things of value or interest, whether geological, archeological or any other such treasure or other things shall be deemed to be the absolute property of MIDC.

The contractor shall take all reasonable precautions to prevent his workmen or another persons from removing such things as above & shall immediately upon discovery thereof & before removal, acquaint the Engineer-in-charge of such discovery & carry out his orders as to the disposal of the same which will be at the contractors expense.

46. Patented Devices, Materials & Processes: Whenever the contractor desires to use any design, device, drawing information's, materials, or process covered by a patent or copyright, he shall procure the rights for such use by suitable legal agreement with the patentee or owner at his own expenses & a copy of the agreement shall be filed with the Engineer-in-charge.

The contractor shall indemnify the MIDC from & against all claims, proceedings, damages, costs & expenses which may be brought or made against the MIDC or to which they may be put by reason of the contract infringing or being held to have infringed any patent rights or copyright in relation to any design, device drawing, materials or process at anytime during the prosecution or after the completion of the work & in the event of any injunction being obtained against the use of the same, the contractor shall replace the same with other materials right, to the satisfaction of the Engineer-in-charge, which do not infringe any such patent right or copy right, to the infringe any such patent right or copy right.

47. Trespass: The contractor shall at all times be responsible for any damages due to trespass committed by his agents & work people in carrying out the work, unless authorized by the Engineer-in-charge in writing in which case, all repair work shall be done by the contractor at

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his own cost to restore the original condition.

48. Indemnity: The MIDC shall on behalf of the contractor shall indemnify their officers, employees etc against all actions, suits, claims & demands of any character brought in respect of any matter or thing done or omitted to be done by the contractor in the excavation of or in connection with the works of this contract & against any loss or damage to MIDC his workman/labourers in consequence, for any action or suit being brought against the contractor for anything done or omitted to be done in the execution of the works of the contract or compensation to be paid by contractor to his workman/labourers in consequence of accidents causing damage or loss of life of his workman/labourers etc. All such payments made by the MIDC shall be recovered from the contractor from his dues out standing or remain to be paid of that which becomes payable.

The MIDC shall not be liable to the contractor for damages or losses or delays resulting, from work by third parties or by injunction or other restraining orders obtained by third parties.

49. Police Protection: If police is asked for by the contractor for special protection of his camp of work, the MIDC may arrange for such protection so far as possible with the authorities concerned and full cost of such protection shall be debited to the contractor and recover from his bills without any extra claim

50. Permits, Licenses, Priorities, Certificates etc: The contractor shall make his own arrangements at his own cost, if required.

a. To obtain permits, licenses, quota certificates, foreign exchange etc for any materials or items of work etc if required by him.

b. To obtain rail & other priorities for transport of his plant, tools equipments, stores, machinery materials, labour staff etc.

c. To arrange with civil supply authorities for release of controlled goods if so, for his labour & staff.

The MIDC will not undertake to arrange for these but will render reasonable help within its competence without accepting any responsibility for delay if any.

51. Field Book: Whichever payments is based on levels, all sets of levels such as initial, intermediate & final shall be taken & recorded by the Engr-in-charge or his representative in the presence of Contractor or his authorised representative. Contractor shall attend the site for checking these levels & signing in token of acceptance thereof. If Contractor fails to attend the site on the day or for any reason fails to sign the documents in which these levels are recorded, they shall be final & binding on the contractor

52. Levels shown on the drawings: Whichever payment is based on the levels, all sets of levels such as initial, intermediate & final shall be taken & recorded by the Engr-in-charge or his representative in the presence of contractor or his authorised representative. Advance intimation of day & time when the levels would be taken will be given by MIDC to the contractor/his authorised representative. Contractor shall attend the site for checking these levels & signing in token of acceptance thereof. If contractor fails to attend the site on the day or for any reason fails to sign the documents in which these levels are recorded, they shall be final & binding on the contractor.

53. Sign Boards: Necessary sign boards, danger flags & lamps during night time to mark the closure of the road shall be provided by the contractor at his cost. A chowkidar is essential to be appointed by the contractor to keep light & watch the materials lying on site intact through the night. Contractor is responsible for the accidents if above care is not taken properly. He will have to pay compensation for the same.

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MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
 (A Government of Maharashtra Undertaking)

Special Condition for Royalty Payment

Clause regarding recovery of royalty charges through the bills of contractor towards Minor Minerals such as murum, excavation, sand, metal etc. work done by the contractor

- 1) It shall be noted by the contractor that the amount of royalty charges towards the minor minerals (Excavation, murum, metal, sand etc.) consumed/used by the contractor for the work will be deducted from his bills and will be paid to the concerned Revenue Deptt. by MIDC.
- 2) The contractor shall obtain above types of minor minerals from Govt. approved quarries or from the private land after obtaining legal permission from the concerned authorities. However, in case the contractor brings the material from unauthorized quarries or in illegal manner, he shall be fully responsible for any legal action taken by the Revenue or any Govt. authorities against him for such unauthorized or illegal act, even though the royalty charges are recovered from his bills and paid to be Revenue Department. He shall also indemnify MIDC officers from any legal action so taken by the Govt. authorities for default on his part.
- 3) The contractor shall give an undertaking on court fee stamp of Rs. 100/- for indemnifying MIDC officers from any legal action taken by Govt. as detailed above.

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CLAUSE FOR REIMBURSEMENT OF TAXES/DUTIES

While submitting the tender, the contractor shall consider the prevailing taxes & duties on the date of submission. In case there is statutory increase in the taxes/duties, the contractor shall submit documentary evidence for the payment of the same. On verification of the documents, the reimbursement will be made if there is increase. In case there is reduction in the statutory taxes/duties, deduction will be effected. It may also be noted that this clause is not applicable if there is increase in the octroi during execution of the work.

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**ACCOMPANIMENT TO THE GOVERNMENT RESOLUTION
PUBLIC WORKS DEPARTMENT NO. CAT/06/04/148 DT 16.5.2005**

PRICE VARIATION CLAUSE

1. If during the operative period of the contract as defined in condition (I) below, there shall be any variation in the Consumer Price Index (New Series) for Industrial workers for MUMBAI Centre as per the Labour Gazette published by the Commissioner of Labour, Govt. of Maharashtra &/or in the Wholesale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Govt. of India, or in the price of petrol/oil & lubricants & major construction materials like bitumen, cement, steel, various types of metal pipes etc, then subject to the other conditions mentioned below, price adjustment on account of

i) Labour component

ii) Material component

iii) Petrol, oil & lubricant components

iv) Bitumen component

v) HYSD & mild steel component

vi) Cement component

vii) CI & DI pipes component

calculated as per the formula hereinafter appearing, shall be made. Apart from these, no other adjustment shall be made to the contract price for any reason whatsoever. Component percentage as given below are as of the total cost of work put to tender. Total of labour, material & POL components shall be 100 & other components shall be as per actual's,

i) Labour component	(K1) [!LG]	30 %
ii) Material component	(K2) [!MG]	65%
iii) Petrol, Oil & Lubricant components	(K3) [!PG]	5 %
iv) Bitumen component		
v) HYSD & mild steel component		
vi) Cement component		
vii) CI & DI pipes component		

Note: if cement, steel, bitumen, CI & DI pipes are supplied on Schedule-A, then respective component shall not be considered. Also, if particular component is not relevant, same shall be deleted.

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1) Formula for Labour components :

$$V1 = 0.85 P \times K1 \times \frac{EI - L0}{100}$$

100 L0

Where

V1= Amount of price variation in Rupees to be allowed for labour component P= Cost of work done during the quarter under consideration minus the cost of cement, HYSD & mild steel, bitumen, CI & DI pipes calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration. Star rates:

K1= Percentage of LABOUR component as indicated above.

L0= Basic Consumer Price Index for MUMBAI centre shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender falls.

L1= Average Consumer Price Index for MUMBAI centre for the quarter under consideration.

2) Formula for Materials components :

$$V2 = 0.85 P \times K2 \times \frac{M1 - M0}{100}$$

100 M0

Where

V2= Amount of price variation in Rupees to be allowed for material component P= Same as worked out for labour component K2= Percentage of Material component as indicated above.

M0= Basic Wholesale Price Index shall be average wholesale price index for the quarter preceding the month in which the last date prescribed for receipt of tender falls.

M1= Average Wholesale Price Index for the quarter under consideration.

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3) Formula for petrol, oil & lubricant components :

$$V3 = 0.85 P \times K3 \times P1 - P0$$

$$100 P0$$

Where

V3 = Amount of price variation in Rupees to be allowed for POL component.

P = Same as worked out for labour component

K3 = Percentage of petrol, oil & lubricant component as indicated above.

P0 = Average Price of HSD at MUMBAI, during the quarter preceding the month in which the last date prescribed for receipt of tender falls.

P1 = Average Price of HSD at MUMBAI, during the quarter under consideration.

4) Formula for Bitumen Component:

$$V4 = QB (B1 - B0)$$

Where

V4 = Amount of price variation in Rupees to be allowed for bitumen component

QB = Quantity of bitumen (Grade) in Metric Tonnes used in the

permanent works & approved enabling works during the quarter under consideration.

B1 = Current, average ex-refinery price per metric tonne of bitumen (Grade) under consideration including taxes (octroi,

excise, sales tax/VAT etc) during the quarter under consideration.

B0 = Basic rate of bitumen in Rupees per metric tonne as considered for working out value of P or average ex-refinery price in Rupees per metric tonne including taxes (octroi, excise, sales tax/VAT) of bitumen for the grade of bitumen under consideration during prevailing quarter preceding the month in which the last date prescribed for receipt of tender falls whichever is higher.

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5) Formula for HYSD & mild steel component: $V5 = SO \times (SI1 - SI0) \times T$

SI0

Where

V5= Amount of price variation in Rupees to be allowed for HYSD/ mild steel component SO= Basic rate of HYSD/mild steel in rupees per metric tonne as considered for working out value of P. SI1= Average Steel Index as per RBI Bulletin during the quarter under consideration SI0= Average of Steel Index as per RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender falls. T= Tonnage of steel used in the permanent works for the quarter under consideration.

Basic Rate (SO) for Tor steel bars-Rs.48685/-MT

6) Formula for cement component: $V6 = CO \times (CI1 - CI0) \times T$

CI0

Where

V6= Amount of price escalation in Rupees to be allowed for cement component CO= Basic rate of cement in rupees per metric tonne as considered for working out value of P. CI1= Average Cement Index published in the RBI Bulletin for the quarter under consideration. CI0= Average of Cement Index published in the RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender falls. T= Tonnage of cement used in the permanent works for the quarter under consideration.

Basic Rate (CO) cement-Rs. 6000/- MT

7) Formula for CI/DI pipe Component: $V7 = QD \times (D1 - D0)$

Where

V7= Amount of price escalation in Rupees to be allowed for CI/DI pipe component D0= Pig iron basic price in Rupees per tonne considered for working out value of P. D1= Average pig iron price in Rupees per tonne during the quarter under consideration (Published by IISCO). QD= Tonnage of CI/DI pipes used in the works during the quarter under consideration.

The following conditions shall prevail:

b) The operative period of the contract shall mean the period commencing from the date of the work order issued to the contractor & ending on the date on which the time allowed for the completion of work specified in the contract for work expires, taking into considering the extension of time, if any, for completion of the work granted by Engineer under the relevant clauses of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the contractor. The decision of Engineer as regards the Operative Period of the

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contract shall be final & binding on the contractor. Where any compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices LI, MI, CI, PI, BI, SII, CII to levels corresponding to the date from which such compensation is levied. ii) This price variation clause shall be applicable to all contracts in B1 & B2 forms but shall not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this clause. iii) Price variation under this clause shall not be payable for the extra items required to be executed during the completion of the work & also on the excess quantities of items payable under the provision of Clause 14/41 of the contract form B1 & B2. Since the rates payable for the extra items or the extra quantities under Clause 14/41 are to be fixed as per the current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion/execution of extra items as well as extra quantities under Clause 14/41 of the Contract Form B1 & B2 extends beyond the operative date of the DSR, then rates payable for the same beyond that date shall be revised with reference to the current DSR prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the contract, whichever is less. iv) This clause is operative both ways i.e. if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor & if it is on the negative side, MIDC shall be entitled to recover the same from the contractor & the amount shall be deductible from any amounts due & payable under the contract. v) To the extent that full compensation for any rise or fall in costs to the contractor is not entirely covered by the provisions of this or other clauses in the contract, the unit rate & price included in the contract shall be deemed to include amount to cover the contingency of such other actual rise or fall in costs.

vi) Calculation for working out escalation payment on account of material, labour & POL will be restricted to 2 digits only.

Where V5 = Amount of price variation in Rupees to be allowed for HYSD/ mild steel component SO = Basic rate of HYSD/mild steel in rupees per metric tonne as considered for working out value of P. SII = Average Steel Index as per RBI Bulletin during the quarter under consideration. SIO = Average of Steel Index as per RBI Bulletin for the quarter preceding the month in which the last date prescribed for receipt of tender falls. T = Tonnage of steel used in the permanent works for the quarter under consideration.

8) Formula for CI/DI pipe Component: $V7 = QD \times (D1 - D0)$

Where V7 = Amount of price escalation in Rupees to be allowed for CI/DI pipe component D0 = Pig iron basic price in Rupees per tonne considered for working out value of P. D1 = Average pig iron price in Rupees per tonne during the quarter under consideration (Published by IISCO).

QD = Tonnage of CI/DI pipes used in the works during the quarter under consideration.

The following conditions shall prevail: b) The operative period of the contract shall mean the period commencing

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from the date of the work order issued to the contractor & ending on the date on which the time allowed for the completion of work specified in the contract for work expires, taking into consideration the extension of time, if any, for completion of the work granted by Engineer under the relevant clauses of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the contractor. The decision of Engineer as regards the Operative Period of the contract shall be final & binding on the contractor. Where any compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant contract provisions, the price adjustment amount for the balance of work from the date of levy of such compensation shall be worked out by pegging the indices L1, M1, C1, P1, B1, S1, G1 to levels corresponding to the date from which such compensation is levied.

ii) This price variation clause shall be applicable to all contracts in B1 & B2 forms but shall not apply to piece works. The price variation shall be determined during each quarter as per formula given above in this clause.

iii) Price variation under this clause shall not be payable for the extra items required to be executed during the completion of the work & also on the excess quantities of items payable under the provision of Clause 14/41 of the contract form B1 & B2. Since the rates payable for the extra items or the extra quantities under Clause 14/41 are to be fixed as per the current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion/execution of extra items as well as extra quantities under Clause 14/41 of the Contract Form B1 & B2 extends beyond the operative date of the DSR, then rates payable for the same beyond that date shall be revised with reference to the current DSR prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the contract, whichever is less. iv) This clause is operative both ways i.e. if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor & if it is on the negative side, MIDC shall be entitled to recover the same from the contractor & the amount shall be deductible from any amounts due & payable under the contract.

v) To the extent that full compensation for any rise or fall in costs to the contractor is not entirely covered by the provisions of this or other clauses in the contract, the unit rate & price included in the contract shall be deemed to include amount to cover the contingency of such other actual rise or fall in costs.

vi) Calculation for working out escalation payment on account of material, labour & POL will be restricted to 2 digits only.

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MOBILISATION ADVANCE CLAUSE

The tenderers are hereby informed that MIDC would consider grant of mobilisation advance, for the purpose of speeding up the works in the interest of MIDC on following stipulations.

1. The advance will not exceed 5% of the tendered cost (i.e. cost after taking into consideration the percentage quoted by the tenderer).
2. The advance will be granted in case of those work where the tender cost exceeds Rs.100 lakhs.
3. The duration of contract should exceed 12 calendar months.
4. The rate of interest will be the Bank term loan rate that will be prevailing as on the date of receipt of tender. However, it shall not be less than 17% in any case.
5. The recovery of such advances will start from the 3rd RA Bill irrespective of bills against any agreement or the 3rd month whichever is earlier and it will be recovered in 5 equal installments along with interest, subject to the condition that full recovery of advance should be made on or before 75% of the value of work is completed.
6. The cases where the tender cost exceeds Rs.100 lakhs and the duration of contract does not exceeds the period of 12 months the mobilization advance shall be sanctioned on the merits of the each case and shall be solely at the discretion of the CEO, MIDC.
7. Advance shall be granted only against a valid Bank Guarantee from any Nationalized Bank or Scheduled Bank in the form prescribed by MIDC for granting of advance.
8. The contractors should note that if they intend to take advantage of this particular concession, they should make a mention of the same in the forwarding letter of the tender and they should also specifically state that the rates quoted by them are only after consideration of the Mobilisation Advance as pointed out above. They should also quote the percentage/rates if the Mobilisation Advance asked by them is not granted.

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MAHARASHTRA STATE COMMISSIONER OF SALES TAX
 NOTIFICATION NO.VAT-1505/CR-123/TAXATION-1 DT.1.4.2005
 MAHARASHTRA VALUE ADDED TAX ACT-2002

1. The tendered rates shall be inclusive of all taxes, rates & cesses & shall also be inclusive of the tax leviable in respect of VAT under the provision of the Maharashtra Value Added Tax Act-2002.
2. The contractors who submit the tenders should necessarily be a Registered Dealer under the Maharashtra Value Added Tax Act, 2002.
3. The contractor shall submit the Registration Certificate as a registered dealer under the above said Act at the time of submission of tender/at the time of issuing the work order.
4. MIDC will deduct this tax at source at 2% (for registered contractors) & 4% (in other case) of the value of the work done as per Section 31 of Maharashtra VAT Act, 2002 & Notification No.VAT-1505/CR-123/TAXATION-1 DT.1.4.2005. TDS certificate to this effect will be issued by MI DC.

REGISTRATION UNDER CONTRACT LABOUR ACT-1970

While submitting the tender, the tenderer should note that he should produce the certified xerox copy of Registration in prescribed form issued by Labour Commissioner under Contract Labour Act, 1970, as an employer, as much as they are directly employing the workers for execution of the contract works awarded to them by MI DC & comply with the provision of the Act. After acceptance of tender by MIDC the contractor has to give intimation about work order & get this particular work registered within a period of 15 days from the date of issue of work order from labour commissioner under Contract Labour Act, 1970 failing which no permission will be granted to continue further work under the agreement.

DEDUCTION OF INCOME TAX

The Income Tax including surcharges or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.

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SERVICE TAX CLAUSE

(For other than maintenance, labour oriented and consultancy works)

1. The tendered rate shall be inclusive of all taxes, rates & cesses & shall also be inclusive of the tax liable in respect of Service Tax under the provision of Service Tax Act.
2. The contractors who submit the tenders should necessarily be registered under the Service Tax Act, if he is providing services covered under Service Tax Act.
3. The contractor shall submit the registration certificate/ authorized documents under the service Tax Act at the time of submission of tender.
4. The successful tenderer shall himself be liable/responsible to pay the Service Tax with education cess thereon to concerned government authority directly (after receiving the payment) as per the prescribed rate declared by concerned government authority time to time & within the prescribed period as per Service Tax Act.

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INSURANCE OF WORK

The contractor shall take out necessary Insurance Policy/Policies immediately after issuing work order and produce a copy of same prior to payment of first RA bill so as to provide adequate insurance cover for execution of the awarded contract work for total contract value & complete contract period including defect liability period as stipulated in the tender paper and upto the period for which the extension of time limit is granted from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is "264, MHADA, 1st floor, Opp. Kalanagar, Bandra (E), Mumbai-400 051". Tel:26438690 / 26438746 & Fax:26438461. Similarly, all workmen appointed to complete the contract work are required to be insured under Workmen's Compensation Insurance Policy. Insurance Policy /Policies taken out from any other company will not be accepted. If any contractor has effected insurance with any Insurance Company, the same will not be accepted.

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THIRD PARTY INSPECTION

Material such as all type of pipes (of all sizes) R.C.C. / P.S.C. / MS / DI / CHA.C / HDPE/PVC/GRP & other, all type of valves (of all sizes), any other materials as per requirements which are supplied by the contractor under this contract are subject to third party inspection. The charges for third party inspection shall be 0.25% on the actual cost of materials, excluding Excise and freight of materials. The charges for such inspection shall be paid by the contractor. All the arrangements for inspection i.e. measuring tools, testing equipments and tools, labour required for handling materials during testing etc shall be made available / arranged by the manufacturer / Vendor / contractor in their premises at their own costs. If any particular testing facility is not available at the premises / location of Factory, then the test shall be arranged by the factory owner / Vendor at his own cost at other locations / test laboratory. All expenses in this regard shall also have to be borne by the manufacturer / vendor / contractor only.

If the material inspected fails during test on no fault of the inspecting agency, fees are payable to the inspecting agency for the said inspection and for any further re-inspection of the same material.

Third party inspection shall be done from one of the following agencies. The name of the agency for third party inspection shall be informed by Engineer-in-charge.

1. M/s. Quality Services and Solutions (QSS), Thane.
2. M/s. Dr. Amin Controllars Pvt. Ltd., Khar (West), Mumbai 400 052.
3. M/s. Wapcos Ltd., Kalyan
4. M/s. Projects and Development India Ltd., Mumbai
5. M/s. Gooly Consultancy Services, Bangalore.

If it is subsequently observed that there are defects in the quality of material, the contractor shall replace the material without any extra cost.

In addition to third party inspection, the Engineer-in-charge or his representative may conduct inspection intermittently.

Third Party Inspection Report: The third party inspection report merely in the certificate form stating that pipes/valves/specials or any other material inspected are found satisfactory will not be accepted, but it should be in the form of detailed report stating the parameters checked & observations made with comments of the Inspecting Officer in accordance with the respective specifications/detailed item wise specifications / as per Tender notice.

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QUALITY AUDIT CLAUSE

The contractor shall note that, following exercise of Quality Audit of the work shall be carried out by the nominated authority from MIDC.

1. The quality audit of the work shall be exercised by authority nominated by MIDC at a stage when 20% of the work is completed or at stage as decided by MIDC.
2. The contractor should remain present (alongwith all test reports & necessary documents for the works) at site when quality audit of the work is being exercised.
3. Final Bill will be released for payment only after compliance of the points/remarks raised by the quality auditor with proper reasoning to the competent authority & only after receipt of clearance of nominated authority.
4. The contractor has to make all necessary rectifications, alterations to the work executed, as suggested by the quality auditor without any extra cost. If the contractor fails to do so, or does not intend to do so, then the probable amount required for the rectification shall be withheld from the bills & other dues payable to the contractor. The contractor shall be liable to pay suitable compensation as decided by the Superintending Engineer.

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STANDARD CEMENT CONSUMPTION STATEMENT

Item of Work	Rate of Cement Consumption in bags	Remarks	
A) Cement Concrete (Nominal Mix)			
		Lower Limit	Upper Limit
1:5:10 (M-5)	2.60/m ³	2.35	2.85
1:4:8 (M-7.5)	3.10/m ³	2.80	3.40
1:3:6 (M-10)	4.10/m ³	3.80	4.40
1:2:4 (M-15)	6.20/m ³	5.90	6.50
1:1 $\frac{1}{2}$:3 (M-20)	8.20/m ³	7.90	8.50
1:1:2 (M-25)	8.70/m ³	8.40	9.00
B) Cement Concrete (Design Mix)		Minimum cement consumption for Design Mix	
M-15	5.80/m ³	The greater value of either the minimum cement content specified or cement consumption as per design mix will prevail during execution of work.	
M-20	6.60/m ³		
M-25	6.60/m ³ ✓		
M-30	7.00/m ³		
M-35	7.50m ³ ✓		
M-40	8.00/m ³		
C) Brick Masonry II Class with 30% mortar			
CM - 1:8	1.05/m ³		
CM - 1:6	1.40/m ³		

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CM - 1:6	1.40/m ³	
CM - 1:5	1.70/m ³	
CM - 1:4	2.10/m ³	
D] 115 mm thick Brick Masonry II Class		
CM - 1:3	0.28/m ²	
E] Brick Masonry I Class without pointing with 25% mortar		
CM - 1:6	1.15/m ³	
CM - 1:5	1.40/m ³	
CM - 1:4	1.70/m ³	
F] UCR Masonry without pointing with 35% mortar		
CM - 1:6	1.70/m ³	
CM - 1:5	2.00/m ³	
CM - 1:4	2.50/m ³	
G] UCR Masonry without pointing with 45% to 50% mortar		
CM - 1:6	2.15/m ³	
CM - 1:5	2.60/m ³	
CM - 1:4	3.10/m ³	
H] Laterite Stone Masonry with 18% mortar		
CM - 1:6	0.85/m ³	
CM - 1:5	1.00/m ³	
CM - 1:4	1.30/m ³	
I] Cement Plaster with Cement mortar 1:3 (neeru finish)		
6 mm	0.07/m ²	
12 mm	0.13/m ²	
20 mm	0.20/m ²	
25 mm	0.23/m ²	

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40 mm	0.40/m ²	
J] Cement Plaster with Cement mortar 1:4 (without neeru finish)		
6 mm	0.06/m ²	
12 mm	0.11/m ²	
20 mm	0.17/m ²	
25 mm	0.22/m ²	
40 mm	0.34/m ²	
K] Coursed Rubble masonry with pointing 30% mortar		
1:6 CM	1.70/m ³	
1:5 CM	2.00/m ³	
1:4 CM	2.50/m ³	
L] Sand Faced plaster CM 1:3		
12 MM	0.20/m ²	
20 MM	0.23/m ²	
25 MM	0.25/m ²	
M] Cement plaster without neeru finish CM 1:3		
6 MM	0.07/m ²	
12 MM	0.13/m ²	
20 MM	0.20/m ²	
25 MM	0.25/m ²	
N] Cement plaster with neeru finish CM 1:4		
6 MM	0.06/m ²	
12 MM	0.10/m ²	
20 MM	0.17/m ²	
25 MM	0.22/m ²	

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O] Decorative texture plaster		
CM 1:4	0.15/m ²	
P] Neat Cement Finish over green surface		
1.5 mm Thick	0.04/m ²	
Q] Wet on wet finish CM 1:3		
12 MM	1.05/m ²	
R] Pointing with Cement Mortar 1:3		
Brick Masonry	0.03/m ²	
Stone Masonry	0.05/m ²	
S] Paving and Flooring		
Shahabad / Tandur / Kotta / Kaddapa Chequered tiles / plain cement tiles / marble / mosaic / granite CM 1:4 bed and with pointing 1:3	0.19/m ²	
Skirting & Daddo	0.30/m ²	
Shahabad / Tandur / Kadappa CM 1:6	0.14/m ²	
White / coloured glazed tiles	0.28/m ²	
Granite stone facing plaster CM 1:3	0.20/m ²	
Ceramic tiles	0.22/m ²	
IPS flooring 40 mm	0.30/m ²	
T] Colgrout Masonry with 45 % mortar		
Cement 1:3 sand mortar	3.54/m ³	
U] Guniting CM 1:3		
25 MM	0.28/m ²	
40 MM	0.45/m ²	
50 MM	0.55/m ²	
V] Water proofing		
Box type water proofing	0.80/m ²	

Water proofing by injection grouting	1.00/m ²	
Water proofing on terrace slab	0.50/m ²	

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MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
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CEMENT VARIATION CLAUSE

The rates in Schedule are based on the above stated rates of cement consumption. The permissible variation in the cement consumption shall be as given under Item No.1 above. For rest of the item permissible variation shall be + 5% of figures give above. If the actual consumption on any work is below these limits, reduced rates shall be paid (considering double the prevailing market rate) for any item of work on which less cement has been used below limit of -5%. If consumption goes beyond the limit of +5% the same shall not be paid. It may be noted that when specifically ordered out to adopt richer mix than specified in the tender, the excess cement so consumed above the specified mix in the tender, the same will be paid at prevailing market rate. However, for cement saved due to adoption of poorer mix when so specifically directed by the department, a reduced rate will be paid (as per prevailing market rate).

For excess/less cement use on work as per cement variation clause the standard consumption for cement shall be as per table given above.

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Maintenance Guarantee Clause during Defect Liability Period.

1. The contractor will have to guarantee the work executed under the agreement for a period of 2 Year from the date of completion of the work. During this period of 2 Year, the contractor will have to make good all damages caused to the works done by him under this agreement, to the full satisfaction of Engineer-in-charge, without charging any extra cost. The repairs to defects due to bad workmanship shall be done.
2. The contractor will have to maintain the work done by him under this agreement in good condition during the defect liability period. The list of defects to be observed and rectified is attached separately in the tender document.
3. The contractor will have to carry out the repairs within 8 days from the date of intimation by MIDC about the damages.
4. If during the guarantee period, the company/contractor's firm gets dissolved or some new partners are introduced, then the responsibility to maintain the work done under this agreement during the defect liability period will have to be borne by the new Company/Contractor's firm.
5. For enforcing this guarantee, 8.00 % Security Deposit of estimated cost or tendered cost whichever is higher, shall be recovered from the contractor as under:
 - a) 3.00 % initial security deposit in the form of DD/BG at the time of issue of work order.
 - b) 5.00 % to be recovered through RA bills.

Out of this 8.00 %, the initial security deposit of 3.00 % in the form of BG/DD will be released alongwith the final bill. However, remaining 5.00 % recovered through RA Bills shall be released after completion of defect liability period or after 2 Year from the date of completion of work.

Before releasing such security deposit after 2 Year or after the defect liability period, the Executive Engineer along with the representative of the contractor shall inspect the work & if the work is found to be satisfactory then only 5.00 % security deposit shall be released.

6. Considering the guarantee offered by the contractor, the contractor is requested to thoroughly inspect & study the site conditions before quoting for this work. No extra claim on this account will be entertained later.
7. If certain works are neglected by the contractor, the same shall be carried out by the department at the risk & cost of the contractor. The cost of the same shall be recovered from the amount balance with MIDC.
8. Before starting the work, the contractor will have to give in writing, guarantee on stamp paper of Rs.100/- for free maintenance of work done by him for the period of 24 Months from the date of completion of work.
9. This Maintenance Guarantee Clause supersedes all clauses regarding security deposit mentioned elsewhere in this tender.

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List of Defects Required to be observed and Rectified by the Contractor during the Defect Liability Period

For WBM Road, CD works & Asphaltting Works

1. Sinking of embankment, side shoulders, forming depressions, forming bolls etc.
2. Developing pot holes, ruts, bolls, wavy surface.
3. Sinking of road at CD Works, forming depressions/ bumps.
4. Underpinning at CD works.
5. Developing longitudinal cracks.
6. Side shoulders not developed and compacted to level of asphalted road surface.
7. Damage of NP2/NP3 Class pipes and pipe joints of CD works.
8. Damage of UCR masonry.
9. Sinking of cushioning over CD works pipes.
10. Peeling out of pointing of UCR masonry.
11. Developing horizontal and vertical cracks to UCR masonry, coping, concrete and plaster.
12. Any other defect critical or logical defect informed by Engineer-in-charge.

For Building :-

1. Sinking of foundation.
2. Crack in plaster by side of column/ beams etc.
3. sinking of floor/ developing of cracks in floor, wavy tiles etc.
4. Leakages through roof slab, chajja, masonry joints etc.
5. Leakages in & through toilet block, joints of all pipes, fittings etc.
6. Leakages/ Dampness through roof/ walls.
7. Damage to roofing materials like AC sheets.
8. Bulging of door frames, door shutters, warping of frames/ shutter.
9. Improper functioning of tower bolts, hand rails, hinges, handles, other fixtures.
10. Damage to Aluminium window frame and shutter.
11. Leakages through water pipes and sanitary pipes.
12. Peeling of plaster / paint.
13. Leakages through structural glazing due to improper fixing of panels.

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14. Any other defect critical or logical defect informed by Engineer-in-charge.

For Electrical Works:

1. Cables getting damaged/ over heated.
2. Burning of switches.
3. Damage of switchgears/ earthing etc.
4. Damage or improper functioning of pumps.
5. Wall bracket swings due to breeze.
6. Cables getting damaged due to inadequate cover/ protection (improper laying of cable.)
7. Painting peeled off/ faded.
8. Improper functioning of lamps and included fixtures.
9. Any other defects critical or logical defect informed by Engineer-in-charge.
10. Water retaining structures

i) Hydraulic test not as per norms.

ii) Leakages through floor, side walls, through joints of pipes and concrete and inlet/ outlet connection.

1. Pipelines:

- i) Painting peeled off/ faded.
- ii) Tilting of supports.
- iii) Leakages through pipe joints.
- iv) Leakages through joints of specials.
- v) Gaps between pipes and supports.
- vi) Failure of specials, Sluice Valves, Air Valves supplied and erected.
- vii) Hydraulic test not as per norms.

Sd/- Sewers:

Contractor

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Sd/-
Executive Engineer

- i) Sinking of line.
- ii) Cracking of pipes for want of bedding.
- iii) Leakages through joints.
- iv) Chamber height not at least 0.6 m above ground.
- v) Hydraulic test not as per norms.
- vi) Sinking of supports.
- vii) Peeling of plaster provided for manhole chamber.

1. ESR/ GSR/ Collection sumps:

- i) Leakages through floor, side walls, through joints of pipes and concrete.
- ii) Plaster peeling off.
- iii) Vertical cracks in walls.
- iv) Level indicator properly working.
- v) Lightning conductor provided whether in good conditions.
- vi) Hydraulic test not as per norms.

Note:

- i. Any other defect over and above those mentioned above or any defect as and when pointed out by the Engineer-in-charge will have to be attended satisfactorily by the contractor at his own cost during the defect liability period.
- ii. Out of the above mentioned defects, the defects relevant to the work executed under this contract shall only be observed.

Sd/
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Sd/
Executive Engineer

i. Supply of Cement: Tenderers shall note that MIDC will not supply cement. They should make their own arrangement for procurement of cement required for the work from open market. The cement that will be procured during execution of work as per standard rate of consumption shall be governed by the following conditions:

ia. The total quantity supplied for work includes all taxes such as excise duty, sales tax, octroi, loading/unloading charges, transportation from market to site of work or any other local taxes as applicable from time to time.

ib. The entire quantity of cement shall be port land cement of slow setting quality & shall be in accordance with IS:8112-1989 & as per Indian Standard Specifications revised from time to time with not less than 43 grade. The brand of cement shall be approved by the Executive Engineer & shall be tested before it is used on work at contractor's cost & certificate shall be produced when demanded by the department.

ic. The procurement of cement shall be from the Cement manufacturing companies having computerised plant with installed capacity not less than one million MT per annum or shall be of approved brands available in market such as Ultratech, Ambuja, Birla, Vasavdatta, Narmada, Rajshree or equivalent 43 grade conf. to IS:8112-1989.

id. All tests shall be given for cement brought on site for construction work as per IS:8112-1989. One sample from every lot of 1000 bags of cement brought on site & as & when directed by Engr-in-charge shall be tested from Government recognised laboratories at contractor's cost. No extra payment will be made for the testing of cement.

ie. The quantity brought on site shall be from fresh stock only. No damaged or partly damaged cement will be accepted under any circumstances.

if. MIDC will not take any responsibility of cement damaged at site and no claims whatsoever will be entertained.

ig. The ordinary portland cement shall conform to IS:8112-1989 & its subsequent amendments, if any.

ih. The cement packed in HDPE bags, each containing 50 Kg of cement shall only be used.

ii. The contractor should produce manufacturer's test certificate. One sample from every lot of 1000 bags of cement brought on site shall be got tested by the contractor in the Govt. approved laboratories & test certificates thereof certifying conformity to relevant ISS shall be produced.

ij. No claim shall be entertained for increase in prices or no deduction will be made for decrease of prices. However secured advance as per the MIDC's standard practice will be granted.

ik. Cement brought by the contractor will also be got tested by MIDC from Govt/Semi-Govt laboratory, before it is used on work & if it is found to be according to IS:8112-1989 then only it will be allowed to be used, otherwise it

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Contractor

will be rejected. The results of tests so obtained shall be final & binding on the contractor over & above the test certificate of manufacturer.

2. Supply of Steel: Tenderer shall note that MIDC will not supply or issue any MS/TOR steel as per requirement of work. They should make their own arrangement for the entire quantity required for work. The steel MS/TOR that will be procured by the contractor shall be governed by the following conditions:

2a. Steel required for RCC items shall be brought from registered steel plant or primary or secondary producers having sufficient capacity of manufacturing or rerolling of steel. Preferably from SAIL, TATA, Sanghvi Steel, Ramkrishna Ispat.

2b. The total quantity to be supplied for work shall include all taxes such as excise duty, sales tax, octroi, loading/unloading charges, transportation from market to site of work, weighment charges at site etc. or any other levies as applicable from time to time during the period of contract.

2c. MS/TOR steel reinforcement for RCC work shall conform to IS: 432-1966, IS:226 & IS:1786 respectively & shall be of tested quality. It shall also comply with the relevant part of IS: 456-1978.

2d. All the steel reinforcement shall be clean & free from dirt, paint, grease, mill scale or loose or thick rust at the time of supply.

2e. The contractor shall produce a test certificate of the manufacturer at the time of supply at store & before use in work.

2f. The steel reinforcement shall be tested for each lot categorywise or as & when directed according to IS:1521, IS:1608, IS:226, IS:1559-1960 or as per revised IS codes in force from time to time, from Government recognised test laboratories & test certificates shall be submitted before use. No extra payment will be made for testing of steel.

2g. The steel brought by the contractor shall be weighed in the presence of Engineer-in-charge of the work or his authorised representative & challans shall be handed over to the Engineer-in-charge in token of bringing the steel at site. He will also keep at site of work a register of steel brought & used, for periodical checking of Engineer-in-charge of work. For the purpose of actual quantity brought by the contractor at steel brought & used, for periodical checking of Engineer-in-charge of work. For the purpose of actual quantity brought by the contractor at site of work/store both the challan one from the weighment shop & other challan of supplier shall be handed over to the Engineer-in-charge & quantity whichever is less will be considered as quantity brought by the contractor.

2h. MIDC will not take any responsibility of steel reinforcement brought on site & no claims whatsoever will be entertained.

2i. The extra claims whatsoever shall not be entertained & paid during currency of contract for increase in taxes etc.

The cost of MS/TOR steel reinforcement is included in the relevant items of tender under Schedule 'B'.

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Executive Engineer

Sd/
Contractor

Sd/
Executive Engineer

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

DECLARATION

We hereby declare that in the formation of our Company, either by way of partnership or consultant, no MIDC ex-employee has been on the enrollment of the Company.

It is further to certify that the ex-employee of the MIDC, who has joined the Company, has completed 2 years from his date of resignation from MIDC or from the date of retirement from MIDC.

Date :

Place :

Signature of Contractor

Contractor

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)
ADDITIONAL CLAUSE FOR WORKS COSTING MORE THAN Rs.50 LAKHS

Contractor should construct a site office of area specified elsewhere in the tender at the work site for use of MIDC Engineers & other staff with 1 table, 6 chairs, 1 steel cupboard, 1 fan etc without any claim for reimbursement.

The possession of the office would be in charge of Deputy Engineer. After the completion of work, contractor would be requested to dismantle the site office constructed for the temporary use & take back all the materials in the office such as tables, chairs, cupboard, fans etc.

If in case no such office is constructed by the contractor within a period of one month from the date of work order, an amount of Rs.2 Lakhs shall be deducted from 1st RA Bill, which shall be kept in deposit till the office is constructed.

Amendments

Contractor should construct a site office of area specified elsewhere in the tender at the work site for use of MIDC Engineers & other staff with 2 table, 6 chairs, 1 steel cupboard, 1 fan, 2 Laptop Computers along with Printers and computer stationery etc without any claim for reimbursement.

The possession of the office would be in charge of Deputy Engineer. After the completion of work, contractor shall dismantle the site office constructed for the temporary use & take back only furniture materials in the office such as tables, chairs, cupboard, fans etc.

If in case no such office is constructed by the contractor within a period of one month from the date of work order, an amount of Rs.2 Lakhs shall be deducted from 1st RA Bill, which shall be kept in deposit till the office is constructed.

Contractor should provide A.C. Vehicle with fuel and driver with all expenses for vehicle, fuel, M& R, Driver expenses, etc. for entire construction period till completion of work. The vehicle shall be provided for 6 days in a week. In case the vehicle is not available on some day, the alternate arrangement shall be done. The vehicle shall not be older model of 3 years or more. The cost/expences shall be included in quoted tender offer itself, without any extra claim for reimbursement.

Sd/-

Contractor

Sd/-

Executive Engineer

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

CERTIFICATE

I/We hereby certify that the rates have been quoted by me/us after:

- a) I/We have fully acquainted myself/ ourselves with site conditions &
- b) I/We have fully read, understood & accepted all terms, conditions, specifications & requirements mentioned in these tender documents.

Stamped & dated

Signature of the

Contractor

Sd/-
Contractor

Sd/-
Executive Engineer

GENERAL SPECIFICATIONS FOR MATERIALS

Work should be carried out as per Std. Spec. Book of B&C Dept, 1972 edtn & relevant ISS. The Spec.no/pg.no. of Std. Spec. Book of B&C Dept, 1972 edtn for few general items are as follows:

Sr. No.	Materials	Specification No.	Page No.
1	Cement	A-2	5&6
2	Water	A-5	7
3	Fine Aggregate	A-6	7&8
4	Coarse Aggregate	A-7	9&10
5	Stone for masonry	A-8	9&10
6	Mild Steel/ CRS TMT for Reinforcement	A-10	12
7	Structural Steel	A-11	12&13

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8	Timber	A-16	15,16&17
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9	Oil & Ready mixed paints	A-17 & 17a	17 & 18
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10	Plain C.C.	Bd.E	269,271-275
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11	R.C.C	Bd.F	277-294
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Sd/
Contractor

Sd/
Executive Engineer

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

ADDITIONAL CONTRACT CONDITIONS

Name Of Work : Lote Parshuram Indl Area ... Upgradation and expansion of Common Effluent Treatment Plant from 4.50 MLD to 10.00 MLD for M/s Lote Parshuram Environment protection Co-op society ltd., Lote Parshuram Indl area, Tal-Khed, Dist-Ratnagiri

1. If in the opinion of Engineer-in-charge, any material brought by the contractor is defective, improper, unsuitable or not as per specifications, the same shall be removed within 24 hours from the receipt of written instructions from the Engr-In-charge, otherwise the same will be disposed off by Department at risk & cost of contractor & no claims will be entertained on this ground.

2. The contractor shall be deemed to be thoroughly conversant with the local condition such as the availability of all construction materials, skilled & unskilled labour & to have based his rates accordingly for this work. He shall be deemed to have carefully studied & understood all specifications, drawings & conditions before submission of his offer.

3. Tenderers should note that condition(s) which involve financial implications will not be considered by MIDC. It may also please be noted that such conditional tenders which involve financial implications will not be entertained at all & will be summarily rejected.

4. Land required for contractor's labour camp shall be provided if possible & if Exe. Engr receives such request from the contractor on a prescribed application form. The contractor shall enter into an agreement for such use. After completion of work, contractor shall remove the labour camp & clean the site to its original condition without which his final bill will not be released. An amount of Rs.10,000/- shall be recovered from the contractor's prefinal bill & will be kept in deposit till labour camp is removed & site is cleaned. If the labour camp is not completely removed after completion of work, then the rent for land so occupied shall be recovered @Rs.0.70/SqM/Month till the land is completely vacated.

5. Progress of work: The contractor shall complete the work as per directions of Engineer-in-charge as per programme decided by Deputy Engineer & Executive Engineer. If the contractor fails to complete the work as per schedule, the contractor is liable for action under Clause 2 of the contract.

6. Implementation Schedule:

a. The contractor shall furnish a complete Implementation Schedule incorporating all the activities right from the award of work mobilization at site, procurement of materials, machineries/ equipments/labour etc. as may be required for completion of the work in all respects & get it approved from the authority, awarding the contract, latest within 1 weeks after the work order is given. This program will be reviewed by the Engineer-in-charge, in consultation with the contractor every month & access the shortfall & decide actions to be taken. The format for preparation of Chart is enclosed.

b. The contractor shall further abide by the following instructions:

i) That he shall associate himself fully for clarifying or evaluating schedule & also for ensuring control or monitoring the progress of the work, as per approved schedule from time to time.

ii) That the contractor shall endeavor to minimize revision of the program as far as possible after the work gets into

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the construction.

c. That the contractor shall immediately inform Engr-in-charge whenever there is/is likely to be, any change in his schedule.

7. Declaration form: I/We hereby declare that I/We have visited the site & fully acquainted myself/ ourselves with the local situations regarding type & quantity of materials, labour, machineries, equipments required & the nature of obstructions likely to be met with due to existing utility services & other factors associated with the construction of this work, before submitting this tender. I/We hereby declare that I/We have carefully studied the conditions of contract &/or specifications & other documents for this work as included in the tender documents & agree to execute the same accordingly.

IMPLEMENTATION SCHEDULE CHART

Task Name Project/ Task Duration (Months) Total Duration
1 2 3 23 24

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Contractor

Sd/-
Executive Engineer



Maharashtra Industrial Development Corporation

Schedule B

Name Of Work : Lote -Parshuram Indl Area... Upgradation and expansion of Common Effluent Treatment Plant From 4.50 MLD to 10.0 MLD for M/s Lote Parshuram Environment Protection Co-op. Society Ltd., MIDC, Lote Parshuram Industrial area Tal-Khed, Dist-Ratnagiri.

Sr.No	Quantity	Item Description	Rate	Rate In Words	Amount And Rate In (Rs)	
					Unit	Amount

Sd/
Contractor

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Sd/
Executive Engineer

Sr.No	Quantity	Item Description	Rate	Rate In Words	Amount And Rate In (Rs)	
					Unit	Amount
					Job	
1	1.00	<p>Providing consultancy services for Upgradation & expansion of CETP from 4.50 MLD to 10.00 MLD capacity for Lote Parshuram Environment Protection Co-op Society Ltd. in Lote - Parshuram Industrial Area including carrying out detail study of all existing structures & Upgradation & expansion, Identification of balance structures for expansion of CETP according to approved DPR referring all relevant IS Codes applicable and accordingly preparation of detailed drawings, RCC structural design, hydraulic design of all structures including getting it vetted from VJTI/IIT/Govt. Engineering College, obtaining Plan approval & BCC from SPA including payment of statutory fees, preparation of detailed drawing, design, specification, short-listing of reputed brands of all electrical & mechanical installations, pumping machinery, other machinery, electrical panels, piping, Instrumentation details according to existing & proposed expansion of scheme, scheme approvals from MPCB/MIDC/MoEF or any Govt./Statutory body, obtaining Consent to Establishment, environmental clearance certificate, MOEF approvals for establishment & operations of plant if any, other statutory Government approvals required for this work including payment of fee, providing technical details, regular supervision, consulting services during execution of work as & when required as per direction of engineer-in-charge, preparation of running accounts bills, detailed record drawings, providing O&M schedule manual, furnishing structural stability certificate, successful</p>				

Sd/
Contractor

Sd/
Executive Engineer

Sr.No	Quantity	Item Description	Rate	Rate In Words	Amount And Rate In (Rs)	
					Unit	Amount
		completing scheme duly commissioned & handed over to Lote - Parshuram Environment Protection Co-op Society Ltd, consultancy service including all taxes, duties, travelling, transporting, lodging/boarding expenses of staff at any place for consulting services etc. complete.				
2.		Designing, Construction and commissioning of the following (Civil units & Structural work) as per drawing and design given by the consultant and approved by MIDC, as per relevent I.S. Code and best engineering practices including construction of all equipments foundations for upgration and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No.-P-30, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith and units sizes, materials of construction and design criteria as tabulated in Annexure-B including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.C				
2.1	1.00	Screen Chamber (T-101)			Number	
2.2	1.00	Flash Mixer with V notch (T-103)			Number	
2.3	2.00	Primary Clarifloculator(T-104-A-B)			Number	
2.4	4.00	Bio-Reactor-1(T-105-A-B-C-D)			Number	
2.5	2.00	Secondary Clarifier-I(T-106-A-B)			Number	
2.6	1.00	Secondary Clarifier-II(T-109-B)			Number	
2.7	1.00	Intermedlate Sump(T-112)			Number	
2.8	1.00	PCC cum MCC Room			Number	
2.9	3.00	Lime Solution Tank(D-101-A-B-C)			Number	
2.10	4.00	Nutrient Tank(D-104-A-B-C-D) Dosing			Job	
2.11	1.00	Equipment Foundation			Job	
2.12	1.00	Platform for existing Bioreactor				

Sd/-
ContractorSd/-
Executive Engineer

Sr.No	Quantity	Item Description	Rate	Rate In Words	Amount And Rate In (Rs)	
					Unit	Amount
					Job	
2.13	1.00	Modification of existing Secondary Clarifier-II by providing tube settler				
3		Designing, Construction and the commissioning of the following(Mechanical & Bought out Equipment) as per drawing and design given by the consultant and approved by MIDC, as per relevent I.S. Code and best engineering practices for upgration and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No.-P-30 , Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith and units sizes ,materials of construction and design criteria as tabulated in Annexure-B including all materials, labour and all taxes, duties to be paid to Govt etc. complete on turnkey basis.				
3.1	3.00	PAC & Alum Dosing Tanks			Number	
3.2	2.00	Poly Dosing Tank for Beltpress			Number	
3.3	1.00	PAC & Alum Dosing Pumps (3.0 Nos Pump)			Job	
3.4	2.00	Agltator for Poly Dosing Tanks			Number	
3.5	1.00	Nutrient Dosing Pump -3.0 Nos			Job	
3.6	2.00	Equalized Effluent Transfer Pump			Number	
3.7	2.00	Sludge Recycle Pump 1st Stage			Number	
3.8	2.00	Primary Sludge Transfer Pump			Number	
3.9	5.00	PSF Feed Pump			Number	
3.10	2.00	Sludge Transfer Pump			Number	
3.11	4.00	Pressure Sand Filter			Number	
3.12	8.00	Activated Carbon Filter			Number	
3.13	16.00	Aspirator- Submerged Aerator for 1st stage Bio-reactor	✓		Number	
3.14	4.00	Aspirator- Submerged Aerator for IIInd stage Bio-reactor			Number	
3.15	1.00	Agltator for Flash mixer			Number	
3.16	3.00	Agltator for Lime Dosing Tank			Number	
3.17	4.00	Agltator Nutrient System			Number	

Sd/-
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Sr.No	Quantity	Item Description	Amount And Rate In (Rs)			
			Rate	Rate In Words	Unit	Amount
3.18	1.00	Floating Mixers for Equalization Tank (6.0 Nos)			Job	
3.19	2.00	Clariflocculator Mechanism for Primary Settling Tank			Number	
3.20	2.00	Scraper Mechanism Secondary Clarifier-I			Number	
3.21	2.00	Scraper Mechanism Secondary Clarifier-II			Number	
3.22	1.00	Thickener Mechanism for Sludge Thickener			Number	
3.23	1.00	Belt Press Filter			Number	
3.24	1.00	"V" notch chamber			Number	
3.25	1.00	Odour Control Equipments for Sludge Tanks			Job	
3.26	2.00	Tube Settler for SST-II			Number	
3.27	1.00	Mechanical screen			Job	
3.28	1.00	PAC unloading pumps			Job	
3.29	1.00	"V" notches at PAC dosing points			Job	
4	1.00	Designing, manufacture, testing, supplying and commissioning of all H.T. Electrical equipments such as H.T. switchyard & equipments, power Distribution Boards, Cables, earthing Systems, area Lighting and allied works etc. required suitable for 22 KV system voltage as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgration and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No.-P-30., Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith, including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.			Job	

Sd/
Contractor

Sd/
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Sr.No	Quantity	Item Description	Rate	Rate In Words	Amount And Rate In (Rs)	
					Unit	Amount
5	1.00	Pipe Design, detailing, fabrication, erection, detailed engineering, stress analysis, Flexibility analysis, moment and moment calculations at supports, Supply, inspection and testing of all piping materials such as pipes, fittings, flanges, bolting, gaskets, valves supports. Inconformity with process and instruments flow diagram (P & ID's), Plot Plan of all Piping work required, as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgradation and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No.-P-30, Lote Industrial area for Lote, Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith, including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.			Job	

Sd/-

Contractor

Sd/-

Executive Engineer

						Amount And Rate In (Rs)	
Sr.No	Quantity	Item Description	Rate	Rate In Words	Unit	Amount	
6		Selection, Engineering, Supply, Installation of Instrumentations such as Field Instruments, Magnetic Flow meters, Flow Switch, Level control switch, PH Indicators, Pressure Gauges, Level Gauges, DO meter and cable laying up to the motor control centre and commissioning of instruments as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgradation and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No.-P-30, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith, including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.					
6.1	2.00	Level Control Switch (LS-101-A-B)			Number		
6.2	1.00	Level Control Switch (LS-102)			Number		
6.3	4.00	Magnetic Flow Meter(FM-102 A to E)			Number		
6.4	1.00	Magnetic Flow Meter(FM-103)			Number		
6.5	1.00	Flow Switch (FS-101)			Number		
6.6	1.00	PH Indicator (PH-101)			Number		
6.7	1.00	PH Indicator (PH-102)			Number		
6.8	6.00	D.O. Meter (DO-101)			Number		
6.9	7.00	Level Indicator (LI-101 to 107)			Number		

Sd/
Contractor

Sd/
Executive Engineer

Sr.No	Quantity	Item Description	Rate	Rate In Words	Amount And Rate In (Rs)	
					Unit	Amount
7	2,080.00	Providing and fixing in line & level paver blocks as specified. The paver blocks shall conform to BS 6717 ASTM C 936 - 95 including providing and preparing sand beds as specified, fixing blocks in position at site, filling the joints by jointing sand, compacting the blocks by plate vibrator including filling the side joints by m-20 grade cement concrete including side Kerb stones, PCC and Murrum filling if required etc complete. (As per rate analysis enclosed) b) 80 mm thick (strength 45 M pa) on sand bed 40 mm thick			Square Meter	
8	1.00	Selection, Engineering, Supply, Installation of Online data analyzer and transmission system Instrumentations including cable laying up to the motor control centre and commissioning of instruments as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgradation and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No.-P-30, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith, including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis. I) Multi parameter UV-online analyser for estimating the organic matter-COD and BOD including optical path length flow cell-1set. ii) Online PH & DO analyser including transmitter, PH sensor, connecting cable, junction boxes etc-1set. iii) Ultrasonic level measuring instrument-1set. iv) GSM/Telemetry system for acquiring for acquiring and transmitting the data collected from analyser-1set			Job	

Sd/-
Contractor

Sd/
Executive Engineer

Amount And Rate In (Rs)						
Sr.No	Quantity	Item Description	Rate	Rate In Words	Unit	Amount
9	1.00	Providing testing and commissioning of Fire Fighting equipments as per rules and norms by MIDC, Fire department including design, detailing, fabrication, erection, detailed engineering, inspection and testing of all equipments, as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgration and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No.-P-30, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd, based on approved DPR enclosed herewith including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.			Job	
10	1.00	Providing testing and commissioning of D.G. Set of 750KVA including design, detailing, fabrication, erection, detailed engineering, inspection and testing of all equipments, as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgration and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No.-P-30, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd, based on approved DPR enclosed herewith including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.			Job	
Total Amount Rs :						0.00

Sd/
Contractor

Sd/
Executive Engineer

SCHEDULE B-2 OPERATION & MAINTENANCE

Name of work: Lota Parshuram Industrial Area. Upgradation and expansion of common Effluent Treatment Plant from 4.50MLD to 10.0 MLD for M/s Lota Parshuram Environment Protection Co-op Society Ltd, MIDC, Lota Parshuram Industrial area Tal-Khed, Dist-Ramagiri.

Item No. 1 Operation and Maintenance cost of entire CETP including payment of manpower, energy, chemical, service charge and all taxes, duties etc. complete for each and every components of CETP constructed by the contractor under this agreement including disposal of dry sludge to the approved Common Hazardous waste treatment storage disposal facility Plant, etc complete for the treatment of effluent to the disposal standards given by MPCB (as per Design criteria given Table No. 2), and for the effluent of standard received at inlet of CETP (as per Design Criteria given Table No. 1)

Considering all the terms, conditions and design criteria for treatment of actual Influent parameters, such as COD-2500 & BOD-1200, etc at Inlet of CETP and characteristics of effluent required at outlet as per MPCB norms (as per Design criteria - Table-1 & Table-2) of the tender documents and as per approved DPR, I am ready to quote my operation and maintenance cost of CBTP per month as detailed below:

For the quantity range received at CBTP	Rate per months in rupees				
	From date of commissioning upto 1 year complete	From 1st year to 2nd year	From 2nd year to 3rd year	From 3rd year to 4th year	5th year
a. 0 to upto 3000m ³ /day					
b. 3000m ³ /day to 5000m ³ /day					
c. 5000m ³ /day to 7000m ³ /day					
d. 7000m ³ /day to 9000m ³ /day					
e. 9000m ³ /day to 11000m ³ /day					
Total Amount					

I/We agree to execute above work at the rates quoted by me / us. All the terms & conditions mentioned in the tender document are applicable to me / us.

Signature of Agency

Sd/-
Contractor

Sd/-
Executive Engineer



Maharashtra Industrial Development Corporation

Item Specification

Name Of Work : Lote - Parshuram Indl Area.... Upgradation and expansion of Common Effluent Treatment Plant From 4.50 MLD to 10.0 MLD for M/s Lote Parshuram Environment Protection Co-op. Society Ltd., MIDC, Lote Parshuram Industrial area Tal-Khed, Dist-Ratnagiri.

Sr.No	Item Description
1	<p>Providing consultancy services for Upgradation & expansion of CETP from 4.50 MLD to 10.00 MLD capacity for Lote Parshuram Environment Protection Co-op Society Ltd. In Lote - Parshuram Industrial Area including carrying out detail study of all existing structures & Upgradation & expansion, identification of balance structures for expansion of CETP according to approved DPR referring all relevant IS Codes applicable and accordingly preparation of detailed drawings, RCC structural design, hydraulic design of all structures including getting it vetted from VJTI/IIT/Govt. Engineering College, obtaining Plan approval & BCC from SPA including payment of statutory fees, preparation of detailed drawing, design, specification, short listing of reputed brands of all electrical & mechanical installations, pumping machinery, other machinery, electrical panels, piping, Instrumentation details according to existing & proposed expansion of scheme, scheme approvals from MPCB/MIDC/MoEF or any Govt./Statutory body, obtaining Consent to Establishment, environmental clearance certificate, MOEF approvals for establishment & operations of plant if any, other statutory Government approvals required for this work including payment of fee, providing technical details, regular supervision, consulting services during execution of work as & when required as per direction of engineer-in-charge, preparation of running accounts bills, detailed record drawings, providing O&M schedule manual, , furnishing structural stability certificate, successful completing scheme duly commissioned & handed over to Lote - Parshuram Environment Protection Co-op Society Ltd ,consultancy service including all taxes, duties, travelling, transporting, lodging/boarding expenses of staff at any place for consulting services etc. complete.</p>

Specification:

General :-

- 1) The work includes upgradation and expansion of CETP from 4.50 MLD to 10.0MLD by assessing existing structures of Lote - Parshuram Environment Protection Co-op Society Ltd CETP and accordingly listing of expansion work
- 2) Identification of expansion work of CETP and listing of activities as per DPR approved by NEERI.
- 3) Obtaining MPCB consent to establish for expansion of CETP from 4.50MLD to 10 MLD as per MPCB norms.
- 4) Obtaining environmental clearance for expansion of CETP.
- 5) Preparation of all necessary drawings for upgradation and expansion of CETP as per approved DPR.
- 6) Preparation of flow diagram and hydraulic design for upgradation and expansion of CETP as per approved DPR.
- 7) Preparation of RCC design and drawing for upgradation and expansion of CETP as per approved DPR and taking approval of the same from IIT/VJTI and MIDC.

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Sd/-
Executive Engineer

- 8) Submission of drawings for upgradation and expansion of existing CETP for obtaining approval from Special Planning authority.
- 9) Supervision and monitoring of progress of work including checking of bar chart submitted by contractor and obtaining approval of the same from Engineer-in-charge.
- 10) Line out to be given to successful bidder.
- 11) Inspection of work as per tender and taking photographs of work during execution of having date and time on photographs.
- 12) Strata approvals.
- 13) Monitoring of progress of work such that work shall be completed in following manner.

Sr. No.	Time Limit	Cost of work to be executed
1.	25%	25%
2.	50%	50%
3.	75%	75%
4.	100%	100%

If progress of work as per approved bar chart, if observed not upto above marks then report shall be submitted to the Engineer-in-charge

- 14) Approval to make of civil, Mechanical and Bought-out Items, Electrical, Piping, Instrumentation work and fire fighting equipments approved in tender documents.
- 15) Quality management schedule to be prepared and monitored.
- 16) Preparation of testing schedule and monitoring as per tender stipulations and relevant IS specifications.
- 17) Inspection of hydraulic testing of structures and submission of hydraulic testing certificate of structures.
- 18) Submission of structural stability certificate of structures.
- 19) Submission of weekly progress of work.
- 20) Submission of test reports of treatability study as per approved DPR.
- 21) Bill preparation and submission of R.A. bills as per tender stipulations with all required documents by obtaining from contractor such as challons of materials, test reports, royalty challons, material consumption statement etc.
- 22) Obtaining consent to operate from MPCB including all necessary payment of fees etc. complete.
- 23) Commissioning of CETP.

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24) Obtaining Building Completion Certificate from special planning authority.

25) Submission of detailed report regarding commission of CETP, treatability parameters observed, performance reports, material guarantees certificates, photographs taken during execution, certificates issued time to time, approvals taken time to time, statutory approvals, receipt of fees paid for statutory approvals, commissioning report etc.

26) Engaging a team of 1 Project Manager, 2 Site Engineer, 2 Supervisor for monitoring execution of construction work as per specifications and terms and conditions of contract. Also to make necessary arrangement of visit of structural Engineer desire to site of work as and when required.

Mode of Measurement and Payment :- The payment schedule shall be as under on completion of particulars.

Sr. No.	Particulars	Percentage
A	Obtaining MPCB consent to establish for expansion of CETP as per MPCB norms	5%
B	Environment Clearance.	20%
C	Preparation of detailed drawings, RCC drawings and design of structures, Mechanical & Brought-out Items, Electrical, piping and Instrumentation work, internal & external water supply/drainage/Fire fighting system etc. Plan approval from Special Planning authority.	10%
D	Approval of RCC, structural, Hydraulic design as per approved DPR.	10%
E	Obtaining building plan approval and Fire NOC from MIDC	5%
F	Periodic visits during execution of work, Submission of monthly progress of work, Bill preparation and submission of R.A. bills as per tender stipulations with all required documents obtaining from contractor...etc	25%
G	Testing of CETP, Carrying out hydraulic testing of structures and submission of hydraulic testing certificate of structures.	10%
H	Obtaining Consent to operate from MPCB	5%

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I	Performance establishment during commissioning of CETP and Obtaining Building Completion Certificate from special planning authority, Final Fire NOC from MIDC, and handing over of CETP to M/s. Lote - Parshuram Environment Protection Co-op Society Ltd. (LPEPS-CETP). Final approved all drawings related with project shall be submitted 6 sets with soft copy. Standard operating procedures (SOPs) for entire plant & training to staff of Lote-Parshuram CETP.	10%
	Total	100%

2. Designing, Construction and commissioning of the following (Civil units & Structural work) as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices including construction of all equipments foundations for upgration and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No.-P-30, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith and units sizes, materials of construction and design criteria as tabulated in Annexure-B including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.C.

- 2.1 Screen Chamber (T-101)
 - 2.2 Flash Mixer with V notch (T-103)
 - 2.3 Primary Clarifloculator(T-104-A-B)
 - 2.4 Bio-Reactor-1(T-105-A-B-C-D)
 - 2.5 Secondary Clarifier-I(T-106-A-B)
 - 2.6 Secondary Clarifier-II(T-109-B)
 - 2.7 Intermediate Sump(T-112)
 - 2.8 PCC cum MCC Room
 - 2.9 Lime Solution Tank(D-101-A-B-C)
 - 2.10 Nutrient Dosing Tank(D-104-A-B-C-D)
 - 2.11 Equipment Foundation
 - 2.12 Platform for existing Bioreactor
 - 2.13 Modification of existing Secondary Clarifier-II by providing tube settler
- Specification:**

1.Screen Chamber (T-101) - 1 No

The size of the screen chamber is 1.2m x 5m x 1m SWD+ invert Level. The material of construction is RCC. The design, Construction and commissioning of the Screen chamber is in RCC as per drawing, design and top and bottom levels given by the consultant and approved by MIDC based on approved DPR, as per relevant I.S. Code and best engineering practices. The grade of concrete shall be M-35 grade with epoxy coating to internal concrete surface and reinforcements, external surface shall be plastered with 20mm thick two coats of sand faced plaster and then duly painted with cement based paint in approved colour and shade. The item is including excavation in all strata construction of foundation and superstructure with all materials, labour and all taxes, duties to be paid

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to Govt. etc. complete on turnkey basis.

2. Flash Mixer with V notch (T-103) — 1 No

The size of the Flash Mixer with V notch is 6.25mx4.25mx2.5m SWD+ 0.5 FB. The material of construction is RCC, Mild steel (M.S.) and Fibre reinforced Plastic (FRP). The design, Construction and commissioning of the Flash Mixer with V notch is in RCC as per drawing, design & top and bottom levels given by the consultant and approved by MIDC based on approved DPR, as per relevant I.S. Code and best engineering practices. The grade of concrete shall be M-35 grade with epoxy coating to internal concrete surface and reinforcements, external surface shall be plastered with 20mm thick two coats of sand faced plaster and then duly painted with cement based paint in approved colour and shade. The item is including excavation in all strata construction of foundation and superstructure with all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

3. Primary Clarifloculator (T-104-A/B) — 2 No.

The size of the Primary Clarifloculator is 26m dia. X 3m SWD+ 0.3 FB. The material of construction is RCC. The design, Construction and commissioning of the Primary Clarifloculator is in RCC as per drawing, design and top and bottom levels given by the consultant and approved by MIDC based on approved DPR, as per relevant I.S. Code and best engineering practices. The grade of concrete shall be M-35 grade with epoxy coating to internal concrete surface and reinforcement, external surface shall be plastered with 20mm thick two coats of sand faced plaster and then duly painted with cement based paint in approved colour and shade. The item is including excavation in all strata construction of foundation and superstructure with all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

4. Bio-Reactor-1 (T-105-A/B/C/D) - 4 No.

The size of the Bio-Reactor-1 is 55mx13mx6m SWD+0.3 FB. The material of construction is RCC. The design, Construction and commissioning of the Bio-Reactor-1 is in RCC as per drawing, design and top and bottom levels given by the consultant and approved by MIDC based on approved DPR, as per relevant I.S. Code and best engineering practices. The grade of concrete shall be M-35 grade with epoxy coating to internal concrete surface and reinforcement, external surface shall be plastered with 20mm thick two coats of sand faced plaster and then duly painted with cement based paint in approved colour and shade. The item is including excavation in all strata construction of foundation and superstructure with all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

5. Secondary Clarifier-I (T-106-A/B) - 2 No.

The size of the Secondary Clarifier-I is 26 m Dia.x3m SWD+ 0.3 FB. The material of construction is RCC. The design, Construction and commissioning of the Secondary Clarifier-I is in RCC as per drawing, design and top and bottom levels given by the consultant and approved by MIDC based on approved DPR, as per relevant I.S. Code and best engineering practices. The grade of concrete shall be M-35 grade with epoxy coating to internal concrete surface, external surface shall be plastered with 20mm thick two coats of sand faced plaster and then duly painted with cement based paint in

approved colour and shade. The item is including excavation in all strata construction of foundation and superstructure with all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

6. Secondary Clarifier-II - (T-109-B)- 1 No.

The size of the Secondary Clarifier-II is 20 m Dia. x 3m SWD+ 0.3 FB. The material of construction is RCC. The design, Construction and commissioning of the Secondary Clarifier-II is in RCC as per drawing, design and top and bottom levels given by the consultant and approved by MIDC based on approved DPR, as per relevant I.S. Code and best engineering practices. The grade of concrete shall be M-35 grade with epoxy coating to internal concrete surface and reinforcement, external surface shall be plastered with 20mm thick two coats of sand faced plaster and then duly painted with cement based paint in approved colour and shade. The item is including excavation in all strata construction of foundation and superstructure with all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

7. Intermediate Sump - 1 No.

The size of the Intermediate Sump is 10m x 10m x 2.7m SWD+ 0.3 FB. The material of construction is RCC. The design, Construction and commissioning of the Intermediate Sump is in RCC as per drawing, design and top and bottom levels given by the consultant and approved by MIDC based on approved DPR, as per relevant I.S. Code and best engineering practices. The grade of concrete shall be M-35 grade with epoxy coating to internal concrete surface and reinforcement, external surface shall be plastered with 20mm thick two coats of sand faced plaster and then duly painted with cement based paint in approved colour and shade. The item is including excavation in all strata construction of foundation and superstructure with all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

8. PCC cum MCC Room - (H-101)- 1 No

The size of the PCC cum MCC Room is 14.2m x 5m x 8m. The material of construction is RCC. The design, Construction and commissioning of the PCC cum MCC Room is as per drawing, design and top and bottom levels given by the consultant and approved by MIDC based on approved DPR, as per relevant I.S. Code and best engineering practices. The grade of concrete shall be M-25 grade with brick work, epoxy coating to reinforcement, inside plaster with oil painting and external surface shall be plastered with 20mm thick two coats of sand faced plaster and then duly painted with cement based paint in approved colour and shade, M.S. Grill with aluminum section type windows. Flooring shall be of kottah tile flooring. The item is including excavation in all strata construction of foundation and superstructure with all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

9. Lime Solution Tank - (D-101-C/D) - 3No.

The size of the Lime Solution Tank is 2m x 2m x 2m SWD. The material of construction is RCC. The design, Construction and commissioning of the Lime Solution Tank is in RCC as per drawing, design and top and bottom levels given by the consultant and approved by MIDC based on

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approved DPR, as per relevant I.S. Code and best engineering practices. The grade of concrete shall be M-35 grade with epoxy coating to internal concrete surface and reinforcement, external surface shall be plastered with 20mm thick two coats of sand faced plaster and then duly painted with cement based paint in approved colour and shade. The item is including excavation in all strata construction of foundation and superstructure with all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

10. Nutrient Dosing Tank -(D-104-A/B/C/D)-4 No.

The size of the Nutrient Dosing Tank is 1.5m x 1.5m x 1.8m SWD. The material of construction is RCC. The design, Construction and commissioning of the Nutrient Dosing Tank is in RCC as per drawing, design and top and bottom levels given by the consultant and approved by MIDC based on approved DPR, as per relevant I.S. Code and best engineering practices. The grade of concrete shall be M-35 grade with epoxy coating to internal concrete surface and reinforcement, external surface shall be plastered with 20mm thick two coats of sand faced plaster and then duly painted with cement based paint in approved colour and shade. The item is including excavation in all strata construction of foundation and superstructure with all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

11. Equipment Foundations-1 Job

The design and construction of Equipment foundations for existing and proposed structure is as per drawing and design given by the consultant and approved by MIDC based on approved DPR, as per relevant I.S. Code and best engineering practices. The item including construction of Equipment foundations with M-35 grade concrete, epoxy coating to reinforcement, external surface shall be plastered with 20mm thick two coats of sand faced plaster and then duly painted with cement based paint in approved colour and shade with all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

12. Platform for existing Bioreactor-1 Job.

The design, construction and commissioning of M.S. structure Platform for existing Bioreactor is as per drawing and design given by the consultant and approved by MIDC based on approved DPR, as per relevant I.S. Code and best engineering practices. The item including construction of M.S platform & painting with all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis. Tentative drawing is enclosed.

13. Modification of Secondary Clarifier-II- 1 Job.

In the existing secondary clarifier -II, provide Tube settler arrangement as per design and drawing given by the consultant and approved by MIDC based on approved DPR, as per relevant I.S. Code and best engineering practices. The item includes providing Tube settler arrangement with all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

Mode of Measurement and Payment :

The measurement shall be on per No. or per Job basis and payment shall be made as below:

- a) On completion of the foundations -20% ✓
- b) On completion of 50% height -25% ✓
- c) On completion of full height -25% ✓
- d) On completion of Finishing Items including electrifications and piping work etc. complete -15% ✓
- e) On completion of testing -10% ✓
- f) On successful commissioning -5%

3 Designing, Construction and commissioning of the following (Mechanical & Bought out Equipment) as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgration and expansion of GETP from 4.50 MLD to 10.0 MLD at Plot No.-P-30, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith and units sizes, materials of construction and design criteria as tabulated in Annexure-B including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

✓3.1	PAC & Alum Dosing Tanks	3.0
✓3.2	Poly Dosing Tank for Beltpress	2.0
✓3.3	PAC & Alum Dosing Pumps (3.0 Nos Pump)	
F ✓3.4	Agitator for Poly Dosing Tanks	2.0
✓3.5	Nutrient Dosing Pump -3.0 Nos	
✓3.6	Equalized Effluent Transfer Pump	2.0
✓3.7	Sludge Recycle Pump 1st Stage	2.0
✓3.8	Primary Sludge Transfer Pump	2.0
✓3.9	PSF Feed Pump	5.0
✓3.10	Sludge Transfer Pump	2.0
Fab ✓3.11	Pressure Sand Filter	4.0
✓3.12	Activated Carbon Filter	8.0
✓3.13	Aspirator- Submerged Aerator for 1st stage Bio-reactor	16
✓3.14	Aspirator- Submerged Aerator for IIInd stage Bio-reactor	4
F ✓3.15	Agitator for Flash mixer	1.0
C ✓3.16	Agitator for Lime Dosing Tank	3.0
✓3.17	Agitator Nutrient System	
Fab ✓3.18	Floating Mixers for Equalization Tank (6.0 Nos)	
✓3.19	Clariflocculator Mechanism for Primary Settling Tank	2.0 nos
✓3.20	Scraper Mechanism Secondary Clarifier-I	1.0
✓3.21	Scraper Mechanism Secondary Clarifier-II	2.0
✓3.22	Thickener Mechanism for Sludge Thickener	1.0
✓3.23	Belt Press Filter	1.0

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gear box

pressure gauge

✓ 3.24
 ✓ 3.25
 ✓ 3.26
 ✓ 3.27
 ✓ 3.28
 ✓ 3.29

"V" notch chamber ← 1 job
 Odour Control Equipments for Sludge Tanks ← 1 job
 Tube Settler for SST-II ← 2.0
 Mechanical screen ← 1.0
 PAC unloading pumps ← 1.0
 "V" notches at PAC dosing points ← 1 job

Specification:

3.0 SPECIFICATION OF BOUGHT OUT EQUIPMENTS & APPROVED MECH. LIST

3.1 SCOPE :

The scope of the work include procurement, fabrication and supply with pre dispatch inspection of all the items as per schedule of equipments and erection & commissioning of the all unit at site. Job including machineries, instrument along with fabrication and hooking up piping, fabrication of supports, painting etc. The scope of the work also include transportation, transit insurance, loading-unloading, safe storage at site, erection, installation, testing and commissioning of the equipments along with all accessories and miscellaneous items to complete the system in all respect to function as per the requirement and specifications and as per P & ID given and as per the instruction and approval of Project Consultant approved by MIDC. The miscellaneous items to completely install the system and/or equipments even if not specifically mentioned in the schedule of equipment shall be deemed to be in the scope of contractor. The contractor to supply operating spares for 2 years of smooth operation of the equipment. The contractor is responsible to for any repair replacement during defect liability period.

SPECIFICATIONS FOR MECHANICAL & BOUGHT CUT ITEMS ARE ENCLOSED SEPARATELY

Mode of measurement & payment

The measurement shall be on per No. or per Job basis and payment shall be made as below:

- a) On Supply -70%
- b) On successful Installation -20%
- c) On successful commissioning -10%

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 Designing, manufacture, testing, supplying and commissioning of all H.T. Electrical equipments such as H.T. switchyard & equipments, power Distribution Boards, Cables, earthing Systems, area Lighting and allied works etc. required suitable for 22 KV system voltage as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgradation and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No.-P-30, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith, including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

Specifications:

The item includes supply, installation and testing of all necessary Electrical equipments such as Substation of required capacity, H.T. switchyard & equipments, power Distribution Boards, Cables, earthing Systems, area Lighting and allied works etc. required for up-gradation work and expansion of CETP to 10MLD capacity for common effluent treatment plant. The approved DPR gives the load list and suggested modification scheme for electrical work. However, contractor to note that the CETP is to be upgraded and expanded from 4.50MLD to 10MLD capacity. This item is turnkey, item which involve design, supply, erection and commissioning of all necessary electrical installations right from substation to the switch board for effective operation of CETP of 10MLD capacity including obtaining additional sanction of additional power supply from MSEDCL with due permission of electrical inspector etc. complete. Even though there is no mention of any item in particular, contractor is liable to provide it to make the CETP operational to 10MLD capacity.

1. HT Work includes

i) Necessary Modification work for existing power control center (PCC)

ii) Replacement of existing power transformer and related equipment.

iii) The Contractor shall maintain a close liaison with the supply Authorities and keep informed to the consultant/MIDC of the entire development and planning i.e. being done by the supply Authorities. It is the primary responsibility of the contractor to approach M.S.E.B. for obtaining contract demand Sanctions. All formalities connected with this work shall be to the account of the Contractor including official fees for deposits or any other statutory obligations. All costs, visit fees etc. incidental to such obtaining sanctions shall be to the Contractor's account including statutory fees to supply authority or any inspection division payable under relevant Indian Electricity Act or Rules for bringing power supply in CETP's premises.

iv) Obtaining permissions/ approval from Electrical Inspector or with the concerned authority and to charge the system shall be entirely your responsibility included in the same contract, without any extra price.

2. LT Work includes

The scheme proposes installation of new equipment and also use of some existing equipment. For all the equipment being used for the up-gradation, Contractor shall provide:

i) New Motor Control Center/ s (MCCs) as required based on the location of equipment and rating of motors.

ii) Incoming supply of adequate railing for the MCCs from the new/ modified PCC.

iii) Outgoing power and control cables to all motors

iv) Cable trays or cable trenches as required

v) Local Push Button Stations

vi) Any Interlocks with Instruments as per P & Id and scheme

vii) Proper earthing system for the entire electrical work within the CETP plot

viii) Area lighting, illumination for the new equipments

Before execution, contractor shall submit and get approved the detailed scheme of modification for electrical

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work. Also contractor shall get approved all PCC/ MCC general arrangement drawings, feeder ratings, component selection and ratings, cable sizing, electrical layouts, control scheme drawings, any deviation to specified makes etc. from Consultants approved by MIDC.

1. HT Switch Yard and Equipment -1 Job

This item covers the design, fabrication, testing, supply & installation of 22 KV, 3 ph, 3 wire, 50 Hz, AC for Primary Voltage and 433V, 3ph, 4 Wire, 50 Hz, AC for Secondary Voltage systems. Equipment shall comply with suitable CT/PT, GOD, DOF sets, Insulator, XLPE Cable, Earthing System, 1000 KVA Transformer Automatic Power Factor Correction systems (APFC) etc. as per Indian Standards and approved by the project manager and MSEB as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices including all materials, labour and all taxes, duties to be paid to Govt. etc. complete

TRANSFORMER SPECIFICATION

1. Rating	1000 KVA, 3Star rated
2. Service Type	Outdoor Type.
3. Winding	Copper Double Wound
4. Cooling	ONAN
5. Vector Group	Dyn 11
6. Primary Voltage	22000V, 3Ph, 3 Wire, 50 Hz, AC
7. Secondary Voltage	433V, 3 Ph, 4 Wire, 50 Hz, AC
8. Taps	On H. V. side - 5% - 2.5%, 0%, +2.5%, +5%
9. Off load tap changer	
10. Terminal Arrangement	HV Bushing / LV Cable Box
11. Temp. Rise	50 deg. In oil, 55 deg. In Resistance
12. Mounting	Pllnth

2. Power Distribution Boards.-1Job

Power Distribution boards suitable for 415 V, 50 Hz, 3 ph, 4 wire supply, one no. each power control Centre (PCC) for each Transformer, Comprising of suitable ACB incomer, Electronic trip devices, Indicating lamp, meters and required outgoing feeders; MCCB's with trip device for O/L, of suitable ratings as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices including all materials, labour and all taxes, duties to be paid to Govt. etc. complete

i) Motor Control Centre (MCCs):- Comprising of suitable TPN MCCB for Incomer with magnetic / electronic release with over current, Short circuit, earth fault protection, meters, Indicating lamp, CTS, etc.

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11) Outgoing Feeders :- Motor feeders for HP mentioned comprising of motor circuit breaker with O/L, S/C, single phase preventer required numbers of contractors for DOL / star delta starters, required control circuit, ON/OFF/ Trip indications, reset arrangement, provision of Terminal Blocks for termination of cable of remote push button stations etc. complete

3. Cables - 1 Job

The scope of work include Design, Supply and Installation & Testing 1100V grade PVC insulated, PVC Sheathed GI wire armored multicore, Aluminum / copper stranded conductor, Cable of suitable sizes for power & Control of required sizes and cores to be laid in trenches / on wall / on trays complete with dressing, saddling, clamping etc and required accessories and hardware etc. as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices including all materials, labour and all taxes, duties to be paid to Govt. etc. complete

4. Earthing System - 1 Job

Earthing system including earthing pits and suitable GI strip to be installed in trench / on wall / on tray including bending, cutting welding etc., and all electrical equipment's is to be doubly earthed by connecting two points on equipment to main earthing grid with copper flexible wire. The earth grid formed shall be a closed loop with the electrodes and double strip connection, as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices including all materials, labour and all taxes, duties to be paid to Govt. etc. complete

5. Area Lighting - 1 Job

To provide area lighting to have sufficient illumination to the entire GETP plant and equipment including access points as required, and as approved by the engineer - in charge. The area lighting shall include swaged poles and lighting fixtures, DBS, well glass fixtures, flood lights etc. as required and ground mounted, platform mounted or surface mounted etc. as required as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices including all materials, labour and all taxes, duties to be paid to Govt. etc. complete

6. Allied Work - 1 Job

All allied and miscellaneous works as required to complete the electrical installation and making it Functional. This includes items such as (but not limited to) hardware, fasteners, screws, local push button stations, canopies, motor guards, Hume pipes, conduits, ferrules, painting of structures etc. all as required as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices including all materials, labour and all taxes, duties to be paid to Govt. etc. complete

LIST OF APPROVED BRAND/ MAKES OF EQUIPMENT UNDER THIS TENDER

The following are list of approved brand/ makes of equipment required under this tender. Please note that wherever there is a multiple choice of brands/ makes approved, only nominated brands/ makes shall have to be supplied as per approval of MIDC/Consultant.

LIST OF APPROVED MAKES OF ELECTRICAL ITEMS ENCLOSED SEPARATELY

Sd/
Contractor

Sd/
Executive Engineer

Mode of measurement & Payment :

The measurement shall be on per No. or per Job basis and payment shall be made as below:

- a) On Supply of all Electrical materials required for H.T. switchyard & equipments, power Distribution Boards, Cables, earthing Systems, area Lighting and allied works etc and Installation of sub-station as per approved design. -50%
- b) On successful installation of all electrical power Distribution Boards, Cables, earthing Systems, area Lighting and allied works etc. as per approved design -25%
- c) After getting necessary permissions from govt./semi. Govt departments and commissioning of all Electrical Equipment's -25%

5

Pipe Design, detailing, fabrication, erection, detailed engineering, stress analysis, Flexibility analysis, moment and moment calculations at supports, Supply, Inspection and testing of all piping materials such as pipes, fittings, flanges, bolting, gaskets, valves supports in conformity with process and Instruments flow diagram (P & ID's), Plot Plan of all Piping work required, as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgradation and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No.-P-30, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith, including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

Specification:**PIPING & FITTINGS****5.1. SCOPE**

The scope of piping include detailed engineering, stress analysis, flexibility analysis, moment and moment calculations at supports, preparation at bill of material, procurement, inspection and testing of all piping materials such as pipes, fittings, flanges, bolting, gaskets, valves supports in conformity with process and Instruments flow diagram (P & ID's) as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgradation and expansion of CETP from 4.50 MLD to 10.0 MLD including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

5.2 PIPING DESIGN

Piping design, detailing, fabrication, erection and testing shall be as indicated on the applicable process and Instrument flow diagram (P & ID), plot plan and following data sheets given by the consultant and approved by MIDC, as per relevant I.S. Code.

5.3 PIPING LAYOUT

Sd/
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Sd/
Executive Engineer

5.3.1 All piping shall be designed for shut down conditions without over stressing the pipe, valves and equipments if necessary suitable bellows / expansion joints are to be provided to take care of expansion / contraction during actual operating conditions.

5.3.2 All critical piping isometric routing should be analyzed for moments and moments at every supports locations. Metallic piping should include at a temperature above 850C.

5.4 PIPING SUPPORTS

Piping supports shall conform to recommended good engineering practices in piping supports standards. If the contractor wish to follow a specific standards as per their general practice. All piping shall be adequately supported, guided or anchored so as to prevent undue vibration, deflection, piping loads should not get transferred to connected equipments.

5.4.1 Piping flange joints at valves and equipments such as blowers and pumps, requiring periodic maintenance shall be supported in such a way that valves and equipments can be removed without the necessity installing temporary pipe supports.

5.5 FABRICATION

5.5.1 The manufacturer of the equipment shall comply in all respects with the provisions of the applicable code and specifications including such jobs as welding, fabrication, forming of heads etc. Inspection, testing and quality control plan must be got approved from consultant before starting jobs.

5.5.2 All welding jobs shall be carried out by qualified welders using welding procedure that has already been qualified to meet requirements of codes and specifications etc. all welding procedures must be got approved from project consultant.

5.6 INSPECTION AND TESTING.

All raw material shall be inspected by project consultant at source and test certificates endorsed by him to enable proper identifications. Leak detection and hydraulic test shall be carried out as per leak test of hydro test standard.

5.7 LIST OF APPROVED MAKES OF MATERIAL UNDER THIS TENDER

• Matelic Pipe	-	Tata, Zenith, Jindal
• HDPE Pipe	-	Godavari, Krishna, Noble, Reliance
• PP Ball Valves	-	Parixit, Parthiv, Globegolden
• Butterfly Valves	-	Audco, Inter valve, Alfa level
• SS & CS Ball Valve	-	Chemtech, Fainger-leser, Techno valve
• PP Non return valve	-	Globgolden, Parixit
• SS & CS Non return valve	-	Chemtech, Fainger-leser, Techno valve

In case any of the makes for any of the material is not other than in the above list than the contractors shall inform the consultant about the same and obtain the approval. Thereafter, he can proceed with the supply of the components.

SPECIFICATIONS FOR PIPING MATERIAL ARE ENCLOSED SEPARATELY

Mode of measurement & Payment :

The measurement shall be on per No or per Job basis and payment shall be made as below

Sd/
Contractor

Sd/
Executive Engineer

- a) On Supply of all Piping work materials, valves, pipe supports & allied works etc as per approved design. -50%
- b) On successful installation and fabrication of all Piping work materials, valves, pipe supports & allied works, etc. as per approved design -25
- c) After commissioning -25%

6 Selection, Engineering, Supply, Installation of Instrumentations such as Field Instruments, Magnetic Flow meters, Flow Switch, Level control switch, PH Indicators, Pressure Gauges, Level Gauges, DO meter and cable laying up to the motor control centre and commissioning of instruments as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgradation and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No. -P-30, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith, including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

- 6.1 Level Control Switch (LS-101-A-B) - 2
- 6.2 Level Control Switch (LS-102) - 1
- 6.3 Magnetic Flow Meter (FM-102 A to E) - 5.0
- 6.4 Magnetic Flow Meter (FM-103) - 1.0
- 6.5 Flow Switch (FS-101) - 1.0
- 6.6 PH Indicator (PH-101) - 1.0
- 6.7 PH Indicator (PH-102) - 1.0
- 6.8 D.O. Meter (DO-101) - 6.0
- 6.9 Level Indicator (LI-101 to 107) - 4.0

Specification:

The work include selection, Engineering, Supply, Installation of field instruments, Magnetic Flow meters, Flow Switch, Level Control Switch, pH Indicators, Pressure Gauges, Level Gauges, DO Meter and cable laying up to the motor control Centre and commissioning of instruments as per specifications.

6.1 LIST OF APPROVED MAKES OF INSTRUMENTS UNDER THIS TENDER.

- | | | |
|----------------------|---|--|
| Level Control Switch | - | Dag Process, R.K. Dutt, Scientific Devices |
| Magnetic Flow Meter | - | Krohne Marshall, Waaree, E&H |
| Flow Switch | - | Waaree, Dag Process |

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PH Indicator	Envytech, <u>E&H</u> , Orbit
DO Meter	<u>E&H</u> , Orbit
Level Indicator	R.K. Dutt, <u>Scientific Devices</u>

In case any of the makes for any of the material is not other than in the above list than the contractors shall inform the consultant about the same and obtain the approval. Thereafter, he can proceed with the supply of the components.

SPECIFICATIONS FOR INSTRUMENTS ARE ENCLOSED SEPARATELY

Mode of measurement & Payment :

The mode of measurement shall be per No/Job basis and payment shall be made as below:

- | | |
|-----------------------------------|------|
| a) On Supply. | -70% |
| b) On successful installation | -20% |
| c) After successful commissioning | -10% |

7 Providing and fixing in line & level paver blocks as specified. The paver blocks shall confirm to BS 6717 ASTM C 936 - 96 including providing and preparing sand beds as specified, fixing blocks in position at site, filling the joints by jointing sand, compacting the blocks by plate vibrator including filling the side joints by m-20 grade cement concrete including side Kerb stones, PCC and Murrum filling if required etc. complete. (As per rate analysis enclosed) b) 80 mm thick (strength 45 M pa) on sand bed 40 mm thick

Specification:

The work includes providing and fixing in line & level paver blocks for road work as specified. The paver blocks shall confirm to BS 6717 ASTM C 936 - 96 including providing and preparing sand beds as specified, fixing blocks in position at site, filling the joints by jointing sand, compacting the blocks by plate vibrator including filling the side joints by m-20 grade cement concrete

Sd/
Contractor

including fixing of side Kerb stones, and providing and laying PCC-M-15 grade, 100 mm thk below the kerb stone and paver blocks, 230 mm thk rubble soling below the PCC and Murrum filling. The work shall be carried out as per as per relevent I.S. Code and best engineering practices and as per the direction of Engineer incharge.

Mode of Measurement and Payment : The payment shall be made Per sq.m. basis.

Selection, Engineering, Supply, Installation of Online data analyzer and transmission system Instrumentations including cable laying up to the motor control centre and commissioning of Instruments as per drawing and design given by the consultant and approved by MIDC, as per relevent I.S. Code and best engineering practices for upgration and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No. -R-30, Lote Industrial area. for Lote Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith, including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis. i) Multi parameter UV-online analyser for estimating the organic matter-COD and BOD including optical path length flow cell-1set. ii) Online PH & DO analyser including transmitter, PH sensor, connecting cable, junction boxes etc-1set. iii) Ultrasonic level measuring Instrument-1set. iv) GSM/Telemetry system for acquiring for acquiring and transmitting the data collected from analyser-1set

Specification:

The Work include Selection, Engineering, Supply, Installation of Online data analyzer and transmission system Instrumentations including cable laying up to the motor control centre and commissioning of instruments as per drawing and design given by the consultant and approved by MIDC, as per relevent I.S. Code and best engineering practices for upgration and expansion of CETP from 4.50 MLD to 10.0 MLD for Lote Parshuram Environment Protection Co-op Society Ltd. including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

The instruments required for Online data analyzer and transmission system required as per the directives of the MPCB consisting of:

- i) Multi parameter UV-online analyzer for estimating the organic matter - COD and BOD including optical path length flow cell - 1 Set.
- ii) Online pH & DO analyzer including transmitter, pH sensor, DO sensor, connecting cable, junction boxes etc. - 1 set.
- iii) Ultrasonic level measuring Instrument - 1 set.
- iv) GSM / Telemetry system for acquiring and transmitting the data collected from analyzer - 1 Set.

Mode of measurement & Payment :

The mode of measurement shall be per No/Job basis and payment shall be made as below:

- a) On Supply. -70%
- b) On successful Installation -20%
- c) After successful commissioning -10%

Sd/
Contractor

Sd/
Executive Engineer

Providing testing and commissioning of Fire Fighting equipments as per rules and norms by MIDC, Fire department including design, detailing, fabrication, erection, detailed engineering, inspection and testing of all equipments, as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgradation and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No.-P-30, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. based on approved DPR enclosed herewith, including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

Specification:

The work include providing, testing and commissioning of Fire Fighting equipments as per rules and norms by MIDC, Fire department provisional Fire NOC including design, detailing, fabrication, erection, detailed engineering, inspection and testing of all equipments, as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgradation and expansion of CETP from 4.50 MLD to 10.0 MLD, Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

The following Fire Protection System shall be required for upgradation of

Sr. No.	FIRE FIGHTING INSTALLATION	Requirements	Provision	Remarks
1	Portable Fire Extinguishers	Required	ISI marked	15 Nos of ABC Type Fire Extinguisher 10 Kg. capacity should be installed. 10 Nos of Co2 Fire Extinguisher 4.5 kg. Capacity should be installed.
2	Portable Water Mist Fire Extinguisher. (Back Pack)	Required		02 Nos. of Water Mist Fire Extinguisher 10 Ltrs. Capacity should be provided.
3	Manually Operated Fire Alarm System.	Required	For Admin Building, Control Panel Room etc.	Manually Operated Fire Alarm should be provided; it should be connected to alternate power supply in case of emergency.
4	Automatic Smoke Detection System.		Required in Admin Building, Control Panel Room etc	Automatic Smoke Detection system should be provided. Standards and guidelines given in IS-11360-1985 specification for Smoke Detectors for use in Automatic Electrical Fire Alarm system

Sd/-

Contractor

Sd/-

Executive Engineer

Sign Indicators for all fire safety, safe evacuation of occupants in case of emergency signs.	Required at Prominent Places.		"DANGER", "NO SMOKING", "Fire Extinguisher" and "Fire Bucket" caution boards should be displayed at the places physically shown where ever required & the caution boards should be easily visible. Sign Indicators should provided at prominent places as per the guidelines given in IS:9457 for Safety colour and Safety IS:12349 for Fire Protection Safety Signs IS:12407 for Graphics symbols for Fire Protection Plan.
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Mode of measurement & Payment :

The measurement shall be on per No or per Job basis and payment shall be made as below

- a) On Supply of all fire fighting equipments etc. as per approved design. -50%
- b) On successful installation all fire fighting equipments...etc as per approved design -25%
- c) After commissioning -25%

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Providing testing and commissioning of D.G. Set of 750KVA including design, detailing, fabrication, erection, detailed engineering, , Inspection and testing of all equipments , as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgration and expansion of CETP from 4.50 MLD to 10.0 MLD at Plot No.-P-30 , Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd, based on approved DPR enclosed herewith ,including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

Specification:

The work include Providing testing and commissioning of D.G. Set of 750KVA such as Powerica , Kirloskar ..etc including design, detailing, fabrication, erection, detailed engineering, , Inspection and testing of all equipments , as per drawing and design given by the consultant and approved by MIDC, as per relevant I.S. Code and best engineering practices for upgration and expansion of CETP from 4.50 MLD to 10.0 MLD , Lote Industrial area for Lote Parshuram Environment Protection Co-op Society Ltd. ,including all materials, labour and all taxes, duties to be paid to Govt. etc. complete on turnkey basis.

Mode of measurement & Payment :

The mode of measurement shall be per No/Job basis and payment shall be made as below:

- a) On Supply. -70%

- b) On successful installation -20%
- c) After successful commissioning -10%

Sd/
Contractor

Sd/
Executive Engineer

Specifications (Schedule-B-2)

Item No. 1 Operation and Maintenance cost of entire CETP including payment of manpower, energy, chemical, service charge and all taxes, duties etc. complete for each and every components of CETP constructed by the contractor under this agreement including disposal of dry sludge to the approved Common Hazardous waste treatment storage disposal facility Plant etc complete for the treatment of effluent to the disposal standards given by MPCB (as per Design criteria for CETP, Table No.2), and for the effluent of standard received at inlet of CETP (as per Design criteria for CETP, Table No.1)

The contractor has to quote the rates of operation and maintenance of CETP per month considering all the terms, conditions and design criteria for treatment of actual Influent parameters at Inlet of CETP and characteristics of effluent required at outlet as per MPCB norms (Design criteria for CETP Table-1 & Table-2) of the tender documents and as per approved DPR and as per the guidelines specified by MPCB, CPCB from time to time under the consents and Water Act, 1974 and all relevant acts and rules and amendments therein from time to time.

Mode of measurement & Payment :

The mode of measurement and payment shall be per month basis.

Sd/-
Contractor

Sd/-
Executive Engineer

Annexure - A
ANNEXURE - 'A' Joint Venture for works costing more than Rs.300 Lakhs

- i) If the application is made by Joint Venture Consortia of two or more contractors of any class may combine and tender for a work costing to the amount up to which each individual contractor of the higher of the two limits, if they are of different categories, are empowered to tender as per the original registration provided that ...
- ii) The application shall be signed by all JV Partners so as to be legally binding on all JV Partners.
- iii) The combination is of the contractors as a whole and not individual partners.
- iv) The main contractor shall furnish the notarised joint venture MoU along with other joint venture partner on Rs. 100 stamp paper along with PQ form in envelope No.1 only without which they shall not be qualified.
- 2) The notarized JV MoU / Agreement should give details as under
- a) Particulars of the Firm.
 - b) Profit sharing ratio.
 - c) Principal place of business.
 - d) Details of the Lead Member of the Joint Venture Consortia.
 - e) Details of the Bank Account Operations.
 - f) Details of the authorized representative of all the Joint Venture Consortia members etc.
 - g) The JV constituting agreement shall be irrevocable till the completion of work.
 - h) The JV constituting agreement should cover clauses pertaining to liabilities arising out of the work, if any and liquidation thereof.
 - i) Whereas the share of the lead member should not be less than 51% and the share of all the Joint Venture Firm shall be 100%.
 - j) One of the Partners shall be nominated as being in-charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of the Partners.
 - k) The Partner in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all Partners of the Joint Venture Consortia and entire execution of the contract including payment shall be done exclusively with the partner in-charge.
 - l) All Partners of the Joint Venture Consortia shall be liable jointly and separately for execution of the contract in accordance with contract terms and a relevant statement to this effect shall be included in the authorization

Sd/-
 Contractor

Sd/-
 Executive Engineer

mentioned under (i) above.

- 3) The notarized JV MoU so submitted along with the Tender shall be considered as a Legal Document for establishing the Joint Venture Consortia.
- 4) The information pertaining to class of Registration, Work experience and / or Plant & Machinery of JV partner in the respective forms duly signed by the Partner shall be submitted with the tender in envelope No.1.
- 5) The financial norms shall have to be satisfied by the lead partner of joint venture firm in respect of bid capacity, as per Form 'F'
- 6) In case of Joint Venture consortia the sponsoring firm has to submit complete information and identify the lead firm. It would be necessary for the Joint Venture Consortia to establish to the satisfaction of the MIDC that the venture has made practical, workable and legally enforceable agreements amongst the parties, that responsibilities etc. assigned are capable in their individual capacity to discharge them competently and satisfactorily and also that the lead firm has necessary skill and capacity to lead and responsibility and involvement for the entire period of execution as well as a leading role in control and direction on the resources of the entire Joint Venture Consortia.
- 7) The % share of other partners (other than lead partner) should not be more than his limit of eligibility to quote for works divided by the estimated cost of work put to tender i.e. when such a percentage is applied to the cost of the work, his share of cost should not exceed his own eligibility limit of tendering for works.
- 8) Machineries owned by each partner & hired can be clubbed together
- 9) When contractors submit the PQ forms in individual capacity satisfying the required norms and the same contractor submits the P.Q. form as a joint venture partner, the P.Q. form in individual capacity shall only be considered. P.Q. form and tender submitted in J.V. capacity shall be rejected outright.
- 10) All joint venture partners shall be fully responsible for the satisfactory completion of work.

Sd/
Contractor

Sd/
Executive Engineer

ANNEXURE - 'B'

MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE AGREEMENT FOR

DEED OF PARTNERSHIP (JOINT VENTURE OF _____ AND _____)

This Memorandum of Understanding for Joint Venture Agreement made and entered into on this _____ day of _____ 20____ by and between :

1)

AND

2)

DEFINITIONS:-

In this deed, the following words and expression shall have meanings set out below :

"The Joint Venture" ("JV" for short) shall mean " _____ (JV)" and " _____ " Joint Venture collectively acting in collaborations for the purpose of this agreement.

" Apex Co-ordination Body (ACB) shall mean the body comprising Director of the Parties to the Joint Venture"

"The Owner" shall mean

Sd/ Contractor

Sd/ Executive Engineer

.....
.....
"The Works" shall mean the

.....
"The Contract" shall mean the contract entered into or to be entered into between the "Joint Venture" and "The Owner" for the works.

JOINT VENTURE (JV)

(Whereas the Parties hereto declare that, they agree and undertake to form a Joint Venture for the purpose of Execution of the works, as an Integrated Joint Venture. The JV shall be called as "JOINT VENTURE" for short) Provided that the Parties are not under this agreement entering into any permanent Partnership or Joint Venture to tender or undertake any contract other than the subject works. Nothing herein contained shall be considered to construe the Parties or Partners to constitute either Party the agent of the other.

WITNESSES

WHEREAS the Executive Engineer, hereIn after referred as the Executive Engineer, have invited tenders for the work of hereinafter referred as "The Works"

Whereas PARTY NO. I and PARTY NO. II wish to execute the Contract, if awarded as per the terms of this indenture. Now, therefore this Deed of Partnership witnesses as follows :-

- 1) That, these recitals are and shall be deemed to have been part and parcel of the present MOU for JV.
- 2) That, this MOU shall come into force from the date of this MOU i.e. the day of _____ the year _____
- 3) That, the operation of this MOU for JV firm concerns and is confined to "the works" only.
- 4) That, the name of the Joint Venture firm shall be " _____)
- 5) That, PARTY NO. I and PARTY NO. II shall jointly execute the works according to all terms

Sd/-
Contractor

Sd/-
Executive Engineer

and conditions as stated in the relevant instructions contained in the Bid Documents / Contract as an integrated JV styled as _____)

That, this MOU for JV shall regulate the relations between the parties and shall include without being limited to them the following conditions:

- a) M/s. _____ shall be the lead Company Incharge of the Joint Venture for all intents and purpose.
- b) The parties hereto shall jointly and severally liable to MIDC for all acts, deeds and things pertaining to the Contract. The Contract for the works shall be signed by Shri. _____ as a General Power of Attorney Holder.
- c) That the Director of one of the parties of the JV, _____ shall be the lead Partner of the JV firm and shall have the Power to Control and Manage the Affairs of the JV.
- d) That, on behalf of the Joint Venture Lead Partner, _____ have the Authority to incur liabilities, receive instructions and payments, sign and execute the Contract for and on behalf of the Joint Venture. All payments made under the contract shall be made into the Joint Venture's bank account.
- e) One or two Bank accounts shall be opened in the name of JV to be operated by the Joint Signatory by representative of both the Partner of Joint Venture.
- f) That each of the parties to the JV agrees and undertake to place at the disposal of the JV benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility including the provision of information, advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be as follows :-

Name of Contractor	Share of Percentage
1)	
2)	
Total	100%

And all rights, interests, liabilities, obligations, works experience and risks (and all net profit or net losses) arising out of the contract shall be shared or borne by the Parties in proportion to these share. Each of the parties shall furnish its proportionate share in any bonds, guarantees, sureties required for the works as well as its proportionate share in working capital and other financial requirements, all in accordance with the decisions of the Apex Coordinating body.

g) Any loan/advances shall be shared by the PARTY NO. I and PARTY NO. II in the ratio of _____

Sd/_____
Contractor

Sd/_____
Executive Engineer

_____ respectively.

h) All funds, finance or working capital required for carrying out and executing the works or contract shall be procured and utilized by the parties are mutually agreed by them and they shall be liable and responsible for the same. Initial Capital of the JV firm shall be Rs. _____.

i) The execution of the work on the site will be managed by a Project Manager. The Project Manager shall be authorized to represent the JV on-site in respect of matters arising out or under the contract.

j) The PARTY NO. I and PARTY NO. II shall be jointly and severally liable towards the owner for the execution of the contract commitment in accordance with contract conditions.

k) The JV shall be registered with the Registrar of Firms / Company, Maharashtra State. Prior written approval of MIDC shall be obtained before any changes are proposed to be made in this Joint Venture Agreement, once it is registered with the Registrar of firms / Company, Maharashtra State.

l) This Joint Venture Agreement shall not be dissolved till the completion of the defect liability period as stipulated in the Tender Document conditions of the works and till all the liabilities thereof are liquidated.

m) That, questions relating to validity and interpretation of this deed shall be governed by the laws of India. Any disputes in interpretation of any conditions mentioned herein shall be referred to Arbitrator by mutual consent of the parties to the JV and such proceedings shall be governed by the Indian Arbitration and Conciliation act, 1996. The award of the Arbitrator shall be final and binding on the parties, herefo, neither the obligations of each party hereto to perform the contract nor the execution of works shall stop during the course of these arbitration proceedings or as a result thereof.

n) That, no party to the JV has the right to assign any benefit, obligation or liability under the agreement to any third party without obtaining the written consent of the other partner and MIDC.

- Bank account (s) in the name of the Joint Venture firm may be opened with any Nationalized / Scheduled Bank / Banks approved by GoM and the representatives of both partners are authorized to operate upon such accounts jointly.

p) That, the parties to the JV shall be responsible to maintain or cause to maintain proper Books of Accounts in respect of the business of the JV firm and the same shall be closed at the end of the every financial year.

Sd/
Contractor

Sd/
Executive Engineer

g) That the financial year of the firm shall be the year ended on the 31st day of March every year

h) That upon closure of the books of account, balance sheet and profit and loss account, as to the state of affairs of the firm, as at the end of the financial year and as to the profit or loss made, or incurred by the firm for the year ended on that date respectively, shall be prepared and the same shall be subject to audit by a Chartered Accountant.

LEGAL JURISDICTION

All matters pertaining to or emanating from this JV agreement involving the owner shall be subject to jurisdiction or High Court of Judicature, at

NOTICE AND CORRESPONDANCE

All correspondence and notices to the JV shall be sent to the following address :

IN WITNESS WHERE TO the parties have caused their duly authorized representative to sign below :

Signed for and on behalf of

signed for and on behalf of

Witness

1.

2.

Sd/ Contractor

Sd/ Executive Engineer

Design Criteria for CETP.

A) Hydraulic Capacity: The present hydraulic capacity of Lote CETP is 4.5 MLD & the same is to be expanded to 10.0 MLD after up gradation and expansion of CETP.

B) Quality Characterization of effluent at Inlet of CETP :-

For treatment of effluent influent parameters at Inlet of CETP as per MPCB norms is derived as follows:

Table-1

Sr. No.	Parameter	Unit	Inlet characteristics
1	pH	-	Between 6.0-8.0
2	Temperature	Degree C	Less than 45
3	Oil & Grease	Mg/L	Less than 20
4	Phenolic Compound (as C ₆ H ₅ OH)	mg/L	Less than 5.0
5	Ammonical Nitrogen (as N)	mg/L	Less than 50.0
6	Cyanide (as CN)	mg/L	Less than 2
7	Hexavalent Chromium (as Cr+6)	mg/L	Less than 2
8	Total Chromium (as Cr)	mg/L	Less than 2
9	Copper (as Cu)	mg/L	Less than 3.0
10	Lead (as Pb)	mg/L	Less than 1.0
11	Nickel (as Ni)	mg/L	Less than 3.0
12	Zinc (as Zn)	mg/L	Less than 15.0
13	Arsenic (as As)	mg/L	Less than 0.2
14	Mercury (as Hg)	mg/L	Less than 0.01
15	Cadmium (as Cd)	mg/L	Less than 1.0
16	Selenium (as Se)	mg/L	Less than 0.05
17	Fluoride (as F)	mg/L	Less than 15.0
18	Boron (as B)	mg/L	Less than 2
19	Radioactive Materials		
	Alpha Emitters	He/ml	Between 10-7
	Beta Emitters	He/ml	Between 10-8
20	COD	mg/L	Less than 2500

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21	BOD, 3 days 27° C	mg/L	Less than: 1200
22	Suspended Solids	mg/L	800-1000
23	Dissolved Solids	mg/L	5000-8000
24	Ammonical Nitrogen	mg/L	50-100
25	Oil & Grease	mg/L	10-50
26	Water Flow	M3/day	10000

C) Quality Characteristics of effluent water required at outlet:-

Quality characteristics of effluent required at outlet as per MPCB norms is derived as follows.

Table-2

Sr. No.	Parameter	Unit	Outlet characteristics
1.	pH	-	7.00-8.00
2.	BOD 3 days 27° C	mg/L	Less than: 100
3.	Oil & Grease	mg/L	Less than: 10
4.	Temperature		Ambient at discharge Point
5.	Suspended Solids	mg/L	Less than: 100
6.	Dissolve solids	mg/L	No Limit
7.	Total Residue Chlorine	mg/L	Less than: 1.0 and 100NIL
8.	Ammonical Nitrogen (as N)	mg/L	Less than: 50.0
9.	Kjeldahl Nitrogen (as N)	mg/L	Less than: 100
10.	C.O.D.	mg/L	Less than: 250
11.	Arsenic (as As)	mg/L	Less than: 0.2
12.	Mercury (as Hg)	mg/L	Less than: 0.01
13.	Lead (as Pb)	mg/L	Less than: 1.0

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14.	Cadmium (as Cd)	mg/L	Less than:2.0
15.	Chromium Total (as Cr)	mg/L	Less than:2.0
16.	Copper (as Cu)	mg/L	Less than:3.0
17.	Zinc (as Zn)	mg/L	Less than:15.0
18.	Selenium (as Se)	mg/L	Less than:0.05
19.	Nickel (as Ni)	mg/L	Less than:5.0
20.	Boron (as B)	mg/L	Nil
21.	Percent Sodium	mg/L	Nil
22.	Cyanide (as CN)	mg/L	Less than:0.2
23.	Chloride (as CL)	mg/L	Nil
24.	Fluoride (as F)	mg/L	Less than:15.0
25.	Sulphate (as SO ₄)	mg/L	Nil
26.	Sulphide (as S)	mg/L	Less than:5.0
27.	Pesticides	mg/L	Absent
28.	Phenolic Compound (as C ₆ H ₅ OH)	mg/L	Less than:5.0

Annexure-A
Design Criteria for major units of proposed upgradation
and expansion of Lote CETP (Summary of Process
Design Parameters)

Sr. No.	Unit	No. Of Units	Design Load	Design Parameters
1	Equalization Tank	2 (existing)	10000m ³ /day max. Average 416m ³ /day	HRT 8hrs. Each Available Volume 3456m ³
2	Flash Mixer	1	10000m ³ /day max. 500m ³ /day	HRT 8 min Available Volume 66m ³
3	Primary Clarifloculator	1	10000m ³ /day max. 500m ³ /day	Surface Load 18.82 m ³ /m ² /day HRT 8 min Available Volume 66m ³
4	1st stage Biological Reactor	4	10000 m ³ /day	Required To be provided
			F/M ratio	0.15 d-1 0.12 d-1
			SO	960Mg/lit 960Mg/lit
			S	250Mg/lit 250Mg/lit
			MLVSS	3500Mg/lit 3500Mg/lit
			MCRT	28 days 28 days
			Px	1602 Kg/day 1602 Kg/day
			Oxygen	10650 Kg/day 10650 Kg/day
			Total Volume	13500 m ³ 17160 m ³
			Volume (each)	3375 m ³ 4290 m ³

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5	1st stage Secondary Settling Tank	1	10000m3/day max.	Surface Load HRT	18.82 m3/m2/day 3.2 hrs.
6	2nd stage Biological Reactor	2(existing)	500m3/day 10000 m3/day	Volume Required	1592 m3 provided
			F/M ratio	0.15 d-1	0.13 d-1
			SO	250Mg/lit	250Mg/lit
			S	50Mg/lit	50Mg/lit
			MLVSS	3500Mg/lit	3500Mg/lit
			MCRT	24 days	24 days
			Px	497 Kg/day	497 Kg/day
			Oxygen	3000 Kg/day	3000 Kg/day
			Total Volume	3700 m3	4519 m3
7	2nd stage Secondary Settling Tank	1 existing (provide tube settler)	10000m3/day max. 500m3/day	Surface Load HRT Volume	31.84 m3/m2/day 2.0 hrs. 942 m3
8	Sludge Thickener	1 (existing)	Solid Loading- 11099 Kg/day (dry basis)	Surface Area Surface Loading	113 m3 98.22 Kg/m2/day
9	Intermediate Sump	1	10000m3/day	HRT Volume	32 min 270m3
10	Treated water Sump	1 (existing)	10000m3/day	HRT Volume	2.47 hrs. 1236m3
11	Solid Bowl Centrifuge	1(existing)	22m3/Hr.	Primary Sludge	9000 kg/day
				Secondary Sludge	2099 kg/day
	Belt Press	1(proposed)	15 to 20 m3/hr.	Sludge Consistency	5%
				Slurry Volume	222 m3/day
12	Pressure sand	4	500 m3/ Hr.	Filtration Velocity	15.07 m3/hr

filter 3.25 dia. X
2m Ht. each

13 Activated Carbon 8
Column
3.25 dia. X 2.5 m
ht. each

COD to be
removed by
Carbon
Adsorption
2833 Kg/day

Cross-
Section

8.29 m² each

Carbon charge required 2833 kg/day

Carbon charge
provided per
column 8200 Kg
Each

3 days

Carbon
Column
Charged
for

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Annexure -B (Units & Equipments required for upgradation of CETP)

Sr. No.	Description and Capacity	Material of construction (M.O.C.)	Tag. No.	Remarks	Specifications for construction
A CIVIL UNIT					
1	Screen Chamber 1.2mx5mx Level	RCC-M-35	T101	Proposed	As per drawing and design given by the consultant and approved by MIDC and as per relevant I.S. Code and best engineering practices
2	Equalization 24mx48mx	RCC-M-35	T102 A/B	Existing	
3	Flash Mixer 6.25mx4.2 0.5 FB	RCC-M-35	T103	Proposed	As per drawing and design given by the consultant and approved by MIDC and as per relevant I.S. Code and best engineering practices
4	Primary Clarifier 26m dia. X	RCC-M-35	T104 A/B	Proposed	
5	Bio-Reactor 55mx13mx	RCC-M-35	T105 A-B-C	Proposed	
6	Secondary 1 26.0m Dia.:	RCC-M-35	T106 A-B	Proposed	
7	Sludge Hold 12.0m Dia.:	RCC-M-35	T107 A	Existing	
8	Sludge Thickener 12.0m Dia.:	RCC-M-35	T107B	Existing	
9	Bio-Reactor 2260 m ³	RCC-M-35	T108 A/B	Existing	
10	Secondary 1 20.0m Dia.:	RCC-M-35	T109-B	1 Existing + Proposed	As per drawing and design given by the consultant and

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11	Intermedia 10.0m x10.0 0.3 FB	RCC-M-35T112 grade	Proposed	approved by MIDC and as per relevent I.S. Code and best engineering practices
12	Final Treat 21.85m Dia FB	RCC-M-35T113 grade	Existing	
13	PCC cum N1 x5m x8m	RCC-M-25 H-101 grade with Brick	Proposed	As per drawing and design given by the consultant and approved by MIDC and as per relevent I.S. Code and best engineering practices
14	Lime soluti 2m x2.0m	RCC-M-35D-101-A/B grade	Existing	
15	Lime Soluti 2m x2.0m	RCC-M-35D101-C-D grade	Proposed	As per drawing and design given by the consultant and approved by MIDC and as per relevent I.S. Code and best engineering practices
16	Nutrient Di 1.5m x1.5m	RCC-M-35D104-A-B grade	(Proposed) -D	approved by MIDC and as per relevent I.S. Code and best engineering practices

Mechanical, Instrumentation & Brought

Sr. No.	Descriptor Qty. (Size and C units)	Material of constructic (M.O.C.)	Tag. No.	Remarks	Specifications for construction
1	PAC & Alur 10 M3 Eacl	HDPE	D-102-A-G	4.0 Nos Existing + 3 Nos Proposed	As per drawing and design given by the consultant and approved by MIDC and as per relevent I.S. Code and best engineering practices
2	Poly Dosi Centrifuge 3000 Litres	HDPE	D-103-A/B	Existing	
3	Poly Dosi Centrifuge	HDPE	D-103-C/D	Proposed	As per drawing and desion given by the

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	Centrifuge 7000 Litres				consultant and approved by MIDC and as per relevant I.S. Code and best engineering practices
4	Lime soluti2 10 M3 /Hr (Each)	CI	DP-101- A/B	Existing	
5	PAC & Alur2 1 M3 /Hr (€ (Each)	PP	DP-102- A/B	Existing	
6	PAC & Alur3 1.5 M3 /Hr (Each)	PP	DP-102- C/D/E	Proposed	As per drawing and design given by the consultant and approved by MIDC and as per relevant I.S. Code and best engineering practices
7	Poly Dosi2 Centrifuge 1500LPH	SS	DP-103- A/B	Existing	
8	Agitator fo2 Tanks- (Su	SS	AG-104A/E	Proposed	As per drawing and design given by the consultant and
9	Nutrient C3 1000LPH	SS	DP-104- A/B/C	Proposed	approved by MIDC and
10	Equalized f2 Pump 500 M3 /H (Each)	CI	P-101-A/B	Proposed	as per relevant I.S. Code and best engineering practices
11	Sludge Rec2 Stage 500 M3 /H (Each)	CI	P-102-A/B	Proposed	
12	Primary Sl2 Pump 20 M3 /Hr	CI	P-103-A/B	Proposed	
13	Sludge Trai2	CI	P-104-A/B	Existing	

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14	Secondary stage 500 M3 /H (Each) Centriguge2 Pump (25 M3 /H)	CI	P-105-A/B Existing	
15	PSF Feed P5 (125 M3 /H)	CI	P-106-A-E Proposed	As per drawing and design given by the consultant and approved by MIDC and as per relevent I.S. Code and best engineering practices
16	Sludge Tra2 25 M3 /Hr (Each)	CI	P-107-A/B Proposed	
17	Pressure SA (3.25 m Di)	MS with Epoxy and FRP	PSF-101-A/B/C/D Proposed	
18	Activated (8 (3.25 m Di Each)	MS with Epoxy and FRP	ACF-101-A Proposed	
19	Aspirator- 16 Aerator for reactor 30HP)	SS	A.S.-101-A Proposed	
20	Aspirator- 4 Aerator for reactor 30HP)	SS	A.S.-102-A- Proposed	
21	Agitator fo1 Sultable fc	MSRL(Mild steel Lime)	AG-101 Proposed	
22	Agitator fo2 Tank for Lime S1	MS	AG-102-A/B Existing	
23	Agitator fo3 Tank for Lime S1	MS	AG-102-C/D/E Proposed	As per drawing and design given by the consultant and approved by MIDC and as per relevent I.S. Code
24	Agltator N4 Sultable fc	SS	AG-103-A- Proposed	

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24	Agitator N4 (Suitable for Dosing Tank)	SS	AG-103-A- D	Proposed	as per relevant I.S. Code and best engineering practices
25	Agitator for 2 Tanks (Suitable for Tank)	SS	AG-104- A/B	Existing	
26	Floating M6 25HP Each	SS with FRFM-101-A- K	Proposed		As per drawing and design given by the consultant and approved by MIDC and as per relevant I.S. Code and best engineering practices
27	Scraper N2 Primary Set (Suitable for 3.3 m ht P -104)	MS with FRSM-101- A/B	Proposed		
28	Scraper N2 Secondary Size-26m (1 secondary)	MS with FRSM-102- A/B	Proposed		
29	Thickener 1 Sludge Thickener Size-12m (1 suitable for Thickener)	MS with SM-103 Epoxy	Proposed		
30	Scraper 2 Secondary Size-20m (1)	MS with SM-104- A/B	1 Existing 1 Proposed		
31	Belt Press 1 To Handle slurry having solids	SS with BS-101 Polyester	Proposed		As per drawing and design given by the consultant and approved by MIDC and as per relevant I.S. Code and best engineering practices
32	"V" notch 1 2m x 4m x	MS with V-101 FRP	Proposed		
33	Solid Bowl 1	SS	CF-101	Existing	

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34	25m ³ /Hr Level Switc2 (Suitable)	PP	LS-101-A/I Proposed	As per drawing and design given by the consultant and approved by MIDC and as per relevent I.S. Code and best engineering practices
35	Level Switc1 (Suitable)	PP	LS-102	Proposed
36	PH Indicat1 (0-14PH)	---	PH-101	Proposed
37	PH Indicat1 Treatment (0-14PH)	---	PH-102	Proposed
38	Fine Scee1 (Suitable)	SS		Proposed
39	Magnetic I1 (Suitable)	SS	FM-101-A Proposed G	
40	Magnetic I4 (Suitable)	SS	MFM-102 Proposed A-E	
41	Flow Switc1 (Suitable)	SS	FS-101	Proposed
42	Tube Settl2 (Suitable)	PVC	TS-101-A/I Proposed	
43	D.O. Mete6		DO-101	Proposed
44	Level Indic7		LI-101-109	Proposed
45	Bio-Filter f from sludg			Proposed

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POST-QUALIFICATION FORM for Joint Venture for works costing Above Rs.300 Lakhs

FORM GENERAL 1.1

Directions to the tenderers for filling post-qualification form

Name of work : Lote -Parshuram Indl Area.... Upgradation and expansion of Common Effluent Treatment Plant From 4.50 MLD to 10.0 MLD for M/s Lote Parshuram Environment Protection Co-op. Society Ltd., MIDC, Lote Parshuram Industrial area Tal-Khed, Dist-Ratnagiri.

1. A separate proforma should be submitted of works executed / works completed in various departments where the work has been carried out. Scanned copy of the certificate should be uploaded at appropriate location duly certified by the gazetted officer.
2. Please fill up properly all the required information and upload scanned copies of required documents as mentioned in this post qualification documents.
3. Supplementary pages may be attached, if required, (strictly in the format given in serially).
4. The cost incurred by the applicant in making this document or quoting the offer or providing clarifications and attending discussions or site visits will not be reimbursed by MIDC.
5. PQ form shall be filled properly and scanned copies of requisite documents as mentioned in the tender documents shall be attached.
6. Scanned photocopies duly attested of the following certificates will have to be uploaded/ attached at appropriate location and original shall be produced in the office of the Superintending Engineer, MIDC, Konkan Circle, Khanda colony , Panvel for verification on the day of opening of the tender as mentioned elsewhere.

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- a) Valid registration certificate in appropriate class.
- b) Professional Tax Registration Certificate in 'E' category for tenders without PQ and both i.e. 'E' & 'R' category for tenders where PQ is applicable.
- c) Registration Certification with Sales Tax Deptt., of Govt. of Maharashtra.
- d) PAN No. (In case of JV it shall be of lead partner)
- e) Experience certificate of work executed.
- f) Reply to queries / clarification issued by MIDC duly signed in token of acceptance of same
- g) Tender document fully download signed and uploaded in token of acceptance of all conditions
- h) DD/R.T.G.S. for Tender form.
- i) DD/R.T.G.S. for EMD/EMD exemption certificate issued by MIDC.
- J) Joint venture format shall be uploaded dully notarized (if applicable)

7. The information furnished must be sufficient to show that the applicant is capable in all respects for successfully completion of the envisaged work.

8. The conditional submission will not be treated as valid and shall be rejected outright without assigning reasons thereof.

9. The incomplete or improperly filled PQ form will be rejected out-rightly.

10. If the tenderer desires to form a Joint Venture, he will have to fulfill the terms and conditions mentioned in the enclosed proforma and attach the required documents alongwith duly filled proforma with this PQ documents.

11. If it is found that, the information uploaded/ attached with the Post - Qualification documents is misleading / false or if it is found that, certain information is hidden, then the contractor will be disqualified during any stage of tender process and even after opening of tender.

12. Bidders shall upload/ attach only relevant documents alongwith PQ.

13. Right to reject any or all pre-qualification applications of tenders without assigning any reason thereof is reserved by competent authority.

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MIDC, Dn. _____

FORM GENERAL 1.2

CONDITIONS FOR POST-QUALIFICATION (For work experience)

To qualify for award of the contract, the tenderer in his name should have experience in last 5 financial years as under.

Reputed contractor who has executed CETP (Common Effluent Treatment Plants) till commissioning having capacity not less than 3 MLD carried out in last 5 financial years (from year 2009-10 onwards)

Sr. No.	Description	Quantity	Unit
NIL			

FORM GENERAL 1.3

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SUMMARY SHEET

Sr.No	Item	Details (to be filled in by the contractor)		
1.	Name of Contractor			
2.	Address, Phono & Fax No, E-Mail ID			
3.	Status of firm (Proprietary firm/ Partnership firm/ Pvt.Ltd. Co. / Public Ltd. Co. / Co-op. Society/ JV).			
4 a)	a) Class of Registration of the contractor / contractors (for JV)			
	b) Validity of Registration			
	c) Authority issuing the registration certificate (Copy of registration certificate to be enclosed as Annexure-I)			
5.	If partnership firm or a company, Names of Partners/Directors	1.	2.	3.
		4.	5.	
6.	Annual Turnover of the firm for last 3 years (Rs. In Lakhs) (as certified by the Chartered Accountant vide Form-F)	I Rs.	II Rs.	III Rs.
7.	a) Registration Certification with Sales Tax Deptt. under VAT Act 2002, of Govt. of Maharashtra.	Yes/No		
	b) Copy of Pan Card	Yes/No		
	c) Professional Tax registration certificate	Yes/No		

The information given above and in the enclosed forms, Annexures is true to the best of my knowledge & belief. I am / We are aware that, I / We will be disqualified at any stage of the qualification or work will be withdrawn at any stage of execution, if any of the above information is found to be incorrect. In case of such eventuality, I / We will have no claim on the Deptt.

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have no claim on the Dept.

Date
(with seal)

Signature of Contractor

FORM 'A'

List of machinery available with the tenderer which will be used for this work

Name of tenderer:

Sr. No.	Name of equipment	No. of units	Kind and make	Age and condition	Present location	Remarks

Signature of contractor

Note:

- In case of hired plant and machinery, notarised agreement shall be furnished alongwith documents of

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- ownership in the name of person from whom machinery is hired.
2. In case, if the contractor do not possess - Hot mix asphalt plant with in 30 Km radius from site of work, then an undertaking on stamp paper of Rs.100 duly notarized shall be attached by the contractor alongwith PQ form for assurance towards erection of hot mix asphalt plant within 30 Km from the site of work not later than one month from the date of work order, and scanned copy of separate DD of Rs.5,00,000/- as guarantee shall be attached along with PQ form. Once the contractor erects the hot mix plant, within 30 Km radius from site of work, the amount of Rs.5.00 lacs will be refunded.

FORM 'B'

List of technical personnel that will be made available for this work.

Name of tenderer:

Sr. No.	Name and Designation	Qualification	Whether working on field or in office	Experience of execution of similar works	Period from which the person is working with the tenderer	Remarks

Signature of contractor

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FORM - C-1

DETAILS OF WORKS/ SIMILAR PROJECTS COMPLETED BY TENDERER

(Please fill in information about the relevant projects completed in last 5 financial years)

Name of Tenderer:

Sr. No.	Name of work	Cost of work	Date of starting	Stipulated date of period of completion	Actual date of completion	Remarks
1	2	3	4	5	6	7

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- 1) State only those works whose individual project cost is more than 50% of tender project cost/ or as per the technical norms mentioned under the eligibility criteria.
- 2) The statement should be supported by attested copies of certificates issued by Heads of offices not below the rank of Executive Engineer

Signature of contractor

FORM - C-2

Statement showing the quantities of specific items executed by the tenderer in any one year of the last 5 financial years.

Name of Tenderer :

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Contractor

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Executive Engineer

Sr. No.	Item	Minimum quantity required to be executed in one year	Quantity executed by the tenderer in					Remarks
			Year	Year	Year	Year	Year	
1								
2								
3								
4								
5								
6								

Note: In support of the details entered in this statement, the tenderer shall attach the attested copies of the quantity executed certificates signed by the authority not below the rank of Executive Engineer.

Signature of contractor

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Contractor

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Executive Engineer

FORM - D

DETAILS OF PROJECTS IN PROGRESS AND TENDERED FOR

Please fill in information about all the on-going similar projects only and projects tendered for.

Name of Tenderer :

St. No.	Name of work	Place and Country	Work in hand	Work tendered for			Remarks		
				Tendered cost	Cost remaining	Anticipated date of completion		Estimated cost	Date when decision is expected
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

Signature of contractor

Sd/-
Contractor

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Executive Engineer

FORM - E

**CERTIFICATE FROM CONCERNED DEPARTMENT IN RESPECT OF WORKS
COMPLETED DURING LAST FIVE FINACIAL YEARS**

(In support of works mentioned in Form C-1 & C-2)

1.

Name of Contractor

2.

Name of work

3.

Estimated Cost put to tender

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Contractor**

**Sd/-
Executive Engineer**

4. Tendered Cost
5. Major quantities/ disciplines of the work executed by the tenderer.
- 1)
- 2)
- 3)
6. Period stipulated in tender for completion of work
7. Date of Work Order
8. Stipulated Date of start of work
9. Stipulated Date of completion
10. Actual Date of Completion
11. If time over-run, the reasons for the same
12. Final cost of work completed
- 13a. Has the tenderer started the work promptly after issue of work order Yes / No
- b. Has the tenderer maintained progress of work as per agreement? Yes / No
- c. Quality of work: Excellent / Good / Satisfactory
- d. Compensation / Penalty levied if any with reasons
14. Any other fact about the overall performance of the contractor, the authority may like to mention.

Certified that the information given is based on the facts and figures recorded in this office through various documents and is true to the best of my knowledge and belief.

Sd/-
Contractor

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Signature of Officer issuing the certificate
(not below the rank of EE)

Outward No. of Issuing Authority _____

Date : _____

FORM - F
FINANCIAL STATEMENT

1. Name of Applicant (in case of joint ventures / consortium, the names of the constituent firms).

2. Turnover in terms of value of works executed during each year (as reflected in the Profit & Loss Account)

Year _____

3. Approximate value of works in hand

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4. Bid Capacity Eq. $(A \times N \times 2) - B$

Where

A = Maximum of the updated values of works executed in one of the preceding 3 years. The updation of the value of work should be done at 10% per annum (compounded) by multiplying the values with applicable factor i.e. 1.1, 1.21 or 1.331 as the case may be.

B = Value of existing commitment of works (on-going or to be completed in the period stipulated for completion of the work in the present tender).

N = Number of years prescribed for completion of the project for this work.

Certified that the information given is based on the facts and figures recorded in this office through various documents and is true to the best of my knowledge and belief.

Signature of the Chartered Accountant

Signature of Contractor

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Contractor

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Executive Engineer

List of Amended Documents	
Sr. No.	Document Name
1	ADDITIONAL CLAUSE FOR WORKS COSTING MORE THAN RS.50 LAKHS

Signed By : Rajendra V. Sonje
Organisation Unit : IN
Signed Date : 01/01/2015

Sr/-
Contractor

Sr/-
Executive Engineer

