



## **THANE MUNICIPAL CORPORATION WATER SUPPLY DEPARTMENT**

**NAME OF WORK:** "Supply of Poly Aluminium Chloride (PAC) for  
210 MLD Water Treatment Plant at Temghar".

### **TENDER DOCUMENTS**

**ISSUED TO :-**

**DATE :-**

**Executive Engineer (Mech.)  
Water Supply Department  
Thane Municipal Corporation Thane.**

***SAVE WATER EVERY DROP COUNTS***

## THE MUNICIPAL CORPORATION OF CITY OF THANE

NAME OF WORK : "Supply of Poly Aluminium Chloride (PAC) for  
210 MLD Water Treatment Plant at Temghar".

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ठाणे महानगरपालिका, ठाणे  
पाणी पुरवठा विभाग  
निविदा सुचना

१) "ठाणे महानगरपालिकेच्या स्वतःच्या २१० दललि प्रतिदिन पाणी पुरवठा योजनेतील पिसे ते टेमघर जलशुद्धिकरण केंद्र, टेमघर ते माणकोली एम्.बी.आर., एम्.बी.आर. ते माजीवडे दरम्यान विविध उपांगेची निगा, देखभाल, दुरुस्ती व परिचलन करणे" व

२)"ठाणे महानगरपालिकेच्या टेमघर जलशुद्धिकरण केंद्राकरिता पॉली अॅल्युमिनियम क्लोराईड (PAC) चा पुरवठा करणे" बाबतच्या कामाची रू.१८,०६,७०,५३६/- व रू.३,०२,६७,०००/- अनुक्रमे एवढ्या किंमतीची ऑनलाईन निविदा ई-टेंडरींग पध्दतीने दि.११.०२.२०१६ ते दि.०८.०३.२०१६ कालावधीत दुपारी १५.०० वाजे पर्यंत डाऊनलोड करता येतील. सदरच्या निविदा ई-टेंडरींग पध्दतीने दि.०८.०३.२०१६ रोजी दुपारी १५.०० वाजेपर्यंत स्विकारण्यात येतील व शक्य झाल्यास त्याच दिवशी दुपारी १६.०० वाजता उघडण्यात येतील. काम क्र.१ ची निविदा पुर्व बैठक दि.२५.०२.२०१६ रोजी मा.नगर अभियंता यांचा दालनात सकाळी ११.३० वाजता घेण्यात येईल. निविदा सुचना आणि निविदा प्रपत्रे ठाणे महानगरपालिकेचे अधिकृत संकेत स्थळ [www.thanecity.gov.in](http://www.thanecity.gov.in) अथवा <https://eprocurement.synise.com/tmc/> येथे उपलब्ध आहे.

उप नगर अभियंता  
पाणी पुरवठा विभाग,  
ठाणे महानगरपालिका, ठाणे

**THANE MUNICIPAL CORPORATION**  
**(WATER SUPPLY DEPARTMENT)**  
**TENDER NOTICE**

E-Tender's are invited by Thane Municipal Corporation for the work of  
1). **"Operation, Maintenance & Repairs to TMC's own 210 MLD Capacity Water Supply Scheme from Pise Head Works to Temghar WTP , from Temghar WTP to Mankoli MBR, from MBR to Majiwade, Pipeline etc. complete with consumables along with necessary spares"** and

2). **"Supply of Poly Aluminium Chloride (PAC) for 210 MLD WTP at Temghar"**.  
Estimated cost of work is **Rs.18,06,70,536/- and Rs.3,02,67,000/- respectively**. The Tender documents can be downloaded from Thane Municipal Corporation's authorized website [www.thanecity.gov.in](http://www.thanecity.gov.in) OR <https://eprocurement.synise.com/tmc/> from date **11.02.2016** to **08.03.2016** up to **15.00 hrs**. Pre- bid meeting of work no. 1 will be held on Dt.**25.02.2016** at Hon. City Engineer's Office at **11:30 a.m**. Tender can be submitted online on or before **08.03.2016** up to **15.00 hrs** by e-tendering method and will be opened on the same date at **16.00 hrs** if possible.

**Dy City Engineer**  
**Water Supply Department,**  
**Thane Municipal Corporation, Thane.**

## TENDER NOTICE

e-tenders in 'B-1' forms are invited by the Municipal Corporation of City of Thane (hereafter referred to as TMC) from the experienced contractors registered manufacturers or their Authorized dealer of Poly Aluminium Chloride.

1. **NAME OF WORK : "Supply of Poly Aluminium Chloride (PAC) for 210 MLD Water Treatment Plant at Temghar".**
2. **PLACE OF WORK**  
Water Treatment Plant at Temghar, Bhiwandi, Dist. Thane.
3. **ESTIMATED COST PUT TO TENDER**  
**Rs. 3,02,67,000/-**  
**(Rupees Three Crore Two Lacs Sixty Seven Thousand Only)**
4. **ELIGIBILITY FOR ISSUE OF TENDER FORM**  
The Contractor shall be manufacturer or Authorized dealer or supplier with authorization letter from manufacturer stating clearly "Authorized for supply of PAC of tendered quantity, in stipulated period for TMC's Temghar water treatment plant at Bhiwandi, Dist. Thane."
5. **EARNEST MONEY & COST OF BLANK TENDER FORMS**  
The amount of Earnest Money is **Rs. 3,02,670/- (Rupees Three Lacs Two Thousand Six Hundred Seventy Only)** & the amount of tender form fee including E-Tendering charges is **Rs.5,351/- (Rupees Five Thousand Three Hundred Fifty One Only)** to be submitted as per E-Tendering procedure & online receipt for the same should be uploaded with the Tender Document along with the Technical Bid.

EMD & Cost of Blank Tender shall be payable through one of the following modes ONLY:

1. **Net-Banking**
2. **Debit Card**
3. **Credit Card**
4. **RTGS / NEFT.\*\***

\*\* For paying the Document Fees / EMD through the option (4) **RTGS / NEFT**, please follow the below process:

Step 1: Please mention the following details while making the RTGS/NEFT payment from your Bank:

- Beneficiary Account Number - <TMCS + Bidder Code> For example, in case your Bidder Code is 123, kindly mention **TMCS123** as the

beneficiary account number.(Bidder code shall be available through the E Tendering portal)

- Beneficiary Bank Branch - ICICI Bank Ltd. CMS, EMPIRE COMPLEX, LOWER PAREL, MUMBAI 400 013

- Beneficiary IFSC code - ICIC0000104

2. One day after making the payment, please log in to our portal. While making payment for Document Fee / EMD, please select the RTGS/NEFT payment option at the document fee/ EMD payment screen. Upon doing so, you shall be able to view the funds transfer by you through NEFT/RTGS as available balance.

3. Please proceed to make the payment. Of the required amount to be paid for the Document fee/EMD, shall get appropriately deducted from the available balance and payment shall be confirmed in real time.

4. Kindly note that the payment is required to be made one day before if you would like to make the document fee/EMD payment through our portal i.e.RTGS/NEFT.

**Please get in touch with e-procurement**

**Support team in case any clarification is required.**

**(Note for Contractors/Bidders:** It will be solely upon the bidder's choice to select any of these payment options best suited to him. It is understood that the bidder is aware of the payment cycle and other technical requirements/ payment process under each of these modes. It is bidder's responsibility to see that the amount of EMD & cost of Blank Tender Form (BTC) are credited (in case of payment by NEFT/RTGS, the payment referred herein above may not mean final submission of EMD/BTC etc to TMC. The EMD/BTC etc shall be paid/ credited to TMC only when the bidder completes the Tender Document and other formalities online and submits the Tender), in the e-Tender System well before the scheduled time and date, to be able to proceed with final submission of his Tender along with the EMD & BTC to TMC. TMC will not be responsible for any failure on part of the bidder in submission of the Tender and/or the EMD/BTC etc. before scheduled time and date, for any reason whatsoever, including, inter-alia, noncredit of said amounts of EMD/ cost of Blank Tender Form, and therefore no claims shall be entertained on these grounds.

Under this online payment system for e-Tendering the Tenders will not be submitted/ received by TMC unless the EMD & Cost of Blank Tender are received/ credited before scheduled time and date. Hence, bidder shall remit the said amount well in advance. It is clarified that the Tenders – both Technical and Financial – will not be considered for opening if EMD and BTC are not received/ credited before schedule time and date, for any reason whatsoever.

**ALERT:-**For the RTGS/NEFT payment option, considering that the payments are settled by RBI in batches, it is advisable that the bidder completes the leg of transfer of funds, from his bank account to his own User Account in the e-Tendering system, one day before his desired day of submitting his Tender to TMC.)

**6. INITIAL SECURITY DEPOSIT**

**Rs. 15,13,350/- (Rupees Fifteen Lacs Thirteen Thousand Three Hundred Fifty Only)** out of which 2% of estimated cost in cash and balance 3% of accepted tender cost through R.A.Bill aggregating 5% of bill amount.

**7. TIME OF COMPLETION**

**24 (Twenty Four)** Calendar months including monsoon.

**8.** The Tender document is available on Thane Municipal Corporation official website: [www.thanecity.gov.in/](http://www.thanecity.gov.in/) OR <https://eprocurement.synise.com/tmc/> from **11.02.2016 to 08.03.2016** up to **15.00 Hrs.**

**9. SUBMISSION OF TENDER**

Online through e-tendering process up to date **08.03.2016** up to **15.00 Hrs.**

**10. OPENING OF TENDER**

Dated **08.03.2016** at **16.00 Hrs.**

**11. VALIDITY OF THE OFFER ——— 180 days.**

**12.** Right to Reject/accept any or all the tenders lies with the Commissioner, The City of Thane Municipal Corporation, Thane.

## DETAILED TENDER NOTICE

1. e-tenders on item rate basis in '**B - 1**' form are invited from the manufacturers or their Authorized dealers for Poly Aluminium Chloride.
2. The Estimated cost of the work is **Rs. 3,02,67,000/- (Rs. Three Crore Two Lacs Sixty Seven Thousand Only)**
3. Earnest money and initial Security Deposit are **Rs.3,02,670/-** and **Rs.15,13,350/-** respectively.
4. Time limit for completion of the work i.e. **24 (Twenty Four) Months** from the date of work order including monsoon period & as per requirement of department & instructions of Engineer-in-charge.
5. Tender documents in the prescribed form are invited from registered firm/contractors for Thane Municipal Corporation. The Tender document should be submitted through **e-tendering** process only. The Tender document is available on Thane Municipal Corporation official website: [www.thanecity.gov.in/](http://www.thanecity.gov.in/) OR <https://eprocurement.synise.com/tmc/>  
The Earnest Money Deposit (EMD) amounting **Rs.3,02,670/-** shall be paid online through e-tendering (online) process at the time of submission of Tender as per tender condition.
6. Situation of the work :- The Poly Aluminium Chloride supplied at Thane Municipal Corporation 210 MLD Water Treatment Plant at Temghar..
7. Validity:- Validity of the tender should **180 days** from the date of open.

8. Eligibility Criteria :-

- 1) The Contractor shall be manufacturer or Authorised dealer or supplier with authorization letter from manufacturer stating clearly “Authorised for supply of PAC of tendered quantity, in stipulated period for TMC’s Temghar water treatment plant at Bhiwandi, Dist. Thane.”

Document stating that the product shall be approved & used in Govt. / Semi Govt. / Municipal Corporations, with product approved from ITRC (Industrial Toxicology Research Centre, Lucknow) / IDRA&L (Indian Drugs Research Association & Laboratory, Pune) / Haffkine Institute, Mumbai for Safety for human consumption.

- 2) The experience certificate for the supply of PAC not less than 1300 M.T. in total for any two financial years during the period of last three years, with any Govt./Semi Govt./PSU/ Urban local bodies. The experience certificate shall be from the officer not below the rank of Executive Engineer or equivalent.
- 3) The contractor / manufacturer / authorized dealer should have BIS Certificate IS 15573 : 2005 for medium basicity.

The offers will not be opened of those who do not fulfill the above eligibility criteria.

**3.2 Manner of submission of tender and its accompaniment:**

Tenders to be submitted by e-tendering process.

Tenderer shall submit the tender and documents in two envelopes as below :

**(1) Envelope No.1 (Documents)**

1. The receipt of amount paid as described in Tender Notice of **Rs.3,02,670/-** as and by way of earnest money.
2. Attested true copies of Latest Sales Tax, Vat Registration Clearance and registration certificate.
3. Partnership Deed Certificate, Incorporation Certificate, Registration Memorandum & Articles of Association etc. if any.
4. In case of :-
  - i) Manufacturer: Certificate regarding manufacturing capacity

150 M.T. Per month.

ii) Authorized Dealer : The authorization letter from the Manufacturer from PAC having above qualification and having dealership for minimum previous 3 years.

5. The Contractor shall be manufacturer or Authorised dealer or supplier with authorization letter from manufacturer stating clearly "Authorised for supply of PAC of tendered quantity, in stipulated period for TMC's Temghar water treatment plant at Bhiwandi, Dist. Thane."
6. Document stating that the product shall be approved & used in Govt. /Semi Govt./Municipal Corporations, with product approved from ITRC (Lucknow) / IDRA&L (Pune) / Haffkine Institute, Mumbai for Safety for human consumption.
7. Certificate issued by the officer not below the rank of Executive Engineer and above officers regarding the satisfactory supply made to Govt. or Semi Govt. department 1300 M.T. in two year by manufacturer or authorised dealer.
8. Copy of valid ISI certificate as per IS-15573-2005 issued to concern manufacturer by Bureau of Indian Standard.
9. Power of Attorney if any.
10. Document fee of **Rs. 5,351/-** to be paid online.

### **3.3 Opening of Tenders:**

On the date specified in the tender notice following procedure will be adopted for opening of the tender.

#### **Envelope No.1**

First of all, Envelope No.1 of the tender will be opened to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department a note will be recorded accordingly by the tender opening authority and the said tenderers Envelope No.2 will not be considered for further action but the same will be recorded.

#### **Envelope No.2**

This envelope shall be opened immediately after opening of Envelope No.1 only if contents of Envelope No.1 are found to be acceptable to the Department, the tendered rates in Schedule B or percentage above/below, the estimated rates shall then be read out.

### **3.4 Acceptance of Tender**

- 3.4.1 The tenderer whose tender is accepted will have to give an undertaking in writing to the effect that he/they will pay the labours engaged on the work, the wages as per Minimum Wages Act, 1948, applied to the zone in which the work lies and act accordingly.
- 3.4.2 The contractor shall comply, wherever required, with the provisions of the payment of Wages Act, 1936, Minimum Wages Act 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1961, The Contract Labour (Regulation and Abolition) Act, 1979, and any modification thereof or any law relating there to, and rules made there under from time to time.
- 3.4.3 The contractor whose tender is accepted is required to note that no foreign exchange will be released by the Department.
- 3.4.4 The contractor will have to sign the original copy of the tender papers and the drawings according to which the work is to be carried out. The contractor shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions and availability of labour and materials and that he has quoted his rates with the consideration to all these factors.

### **3.5 Security Deposit :**

- 3.5.1 The successful tenderer shall have to submit 2% security deposit in cash and complete the contract documents failing which his earnest money will be forfeited to Thane Municipal Corporation. The balance 3% security deposit will be recovered from the R.A.bills at 5% of the bill amount.
- 3.5.2 All Compensation or other sums payable by the contractor under the terms of this contract or any other or on any account may be deducted from his security deposit or from any sums which may be

due to him or may become due to him by Thane Municipal Corporation on any account and in the event of the security being reduced by reason of any such above noted deductions the contractor shall within 10 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit.

- 3.5.3 There shall be no liability on the Department to pay any interest on the Security deposited or recovered from the contractor.
- 3.5.4 The Security deposit held towards this work will be refunded only after expiry of Contract period & after successful performance of the Poly Aluminium Chloride.
- 3.5.5 No conditional tender will be opened and will be out rightly rejected.
- 3.5.6 Successful tenderer has to insure that he gets his work/employees insurance done from Govt. Insurance agency equal to the amount of Rs. 5 Lakhs. Insurance certificate for the same will be binding on the contractor to be submitted at the time of making agreement, if contractor fails to submit the same, amount equal to 1% of the amount put to tender will be deducted from R.A.Bill which is to be noted please.
- 3.5.7 Right to reject any or all tender without assigning any reason thereof is reserved by the Commissioner, TMC, Thane whose decision will be final & binding on tenderers.

**Executive Engineer (M)**  
**Water supply Deptt.**  
**Thane Municipal Corporation**  
**Thane**

## **General Rules & Directions for the Guidance of Contractors**

1. In the event of the tender being submitted by a firm it must be signed by each partner thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
2. 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 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.
3. The amount of earnest-money to be deposited shall be at the rate of 1 per cent of the estimated cost of the work or at such higher percentage rate as may be fixed by the Officer concerned in accordance with the provisions of paras 202 and 203 of the P.W.D. Manual Such earnest-money should generally be paid by the contractors direct into a Treasury or SubTreasury and the receipt obtained therefor should be attached to the tender form.
4. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time and he will enter the amount of the several tenders in a comparative statement in a suitable form. Receipts for the earnest-money forwarded with the tenders shall be given to the contractors on the day of money is received. In the event of a tender being accepted, the contractor shall, for the purpose of identification, sign copies of the specifications and other documents as may be necessary. In the event of a tender being rejected, the Divisional Officer shall authorize the Treasury 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.
5. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
6. Every contractor shall unless exempted in writing by the Superintending Engineer produce along with his tender a solvency certificate from the Collector of the District within which he resides or a banker's certificate of his financial stability. If he fails to produce such a certificate, his tender shall not be considered.

## Tender for the Supply of Materials

(I or We) \_\_\_\_\_ the undersigned do hereby tender for the supply of the materials described in the schedule attached herewith, subject to the conditions annexed.

### MEMORANDUM

- A) If several subworks Included they should be in detailed in a separate list
- (a) General description :- Supply of Poly Aluminium Chloride (PAC) for 210 MLD Water Treatment Plant at Temghar.
- (b) Estimated Cost **Rs. 3,02,67,000/-**
- (c) Amount of earnest money - **Rs. 3,02,670/-**  
to be paid in to Thane Municipal Corporation, in the format of D.D./Cash
- B) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 206 & 207 of the M.P.W. Manual.
- Security Deposit
- i) In the form of Bank Guarantee of - **Rs. 6,05,340/-**  
Nationalised / Scheduled Bank/Cash @2%
- ii) To be deducted from - **Rs. 9,08,010/-**  
Current bills @ 3%
- TOTAL - Rs. 15,13,350/-**
- C) This deposit shall be in accordance with para 213 & 214 of the M.P.W.
- E) Percentage, if any, to be deducted from bills (to make up the total amount required as security deposit required by (d) above) Percent .....
- F) Time allowed for the work from the date of written order to commence 24 months
- E) This percentage 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.

(\*) Amt to be specified in words & figures.

(& Strike out (a) if no cash security deposit is to be taken.

(\$) Strike out (b) if any Cash Security deposit is to be taken.

2) Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions annexed hereto so far as applicable and in default there of to forfeit and pay to TMC the sums of money mentioned in the said conditions. Receipt No.

dated  
from the Thane Municipal Corporation, Thane. at

In respect of the sum of Rs. \*

Is forwarded herewith representing the earnest –money (c(a) which may be forfeited to the T.M.C. should I/We not deposit the full amount of Security deposit, in accordance with clause 1(A) of the said conditions of contract, otherwise, the said sum of

Rs. Shall be retained by the T.M.C. as on account of such Security deposit as aforesaid) or (\$ (b) which may be retained by the Government on account of the Security deposit specified in Clause : (B) of the said conditions of contract.

(Signature)

(Address)

(Signature of Witness ) to signature of ) Tenderer)

(Address)

Dated at )  
)  
The 2016 )



	<p>within 10 days thereafter make good in cash or <u>TMC</u> securities endorsed as aforesaid any sum or sums which May have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in' cash may at the cost of the depositor be converted into interest bearing securities provided that the depositor has expressly desired this in writing. If the amount of the security deposit to be paid in a lump sum within the period specified a (A) above is not paid, the tender/contract already accepted shall be considered as cancelled and the legal steps taken against the contractor for recovery of the amounts. The security deposit lodged by a contractor shall be refunded after the expiry of three months from the date on which the final final bill is paid.</p>
<p>Liability of contractor for failure in delivery of materials.</p>	<p><b>Clause 2 :</b> The contractor shall deliver the materials on or before the dates mentioned in the tender, failing which he shall be liable to pay a sum of Rs..... as and for liquidated damages for every day that he shall delay the delivery of the said materials.</p>
<p>No claim to compensation for loss thuse sustained.</p>	<p><b>Clause 3 :</b> In every case in which the delay mentioned in clause 2 shall continue for consecutive days, the Officer competent to dispose to the tender shall have power either to annul the contract altogether or to have the supply completed without further notice at the contractor's risk and expense, as he may deem necessary in the interest of the <b>TMC</b> and the contractor shall no claim to compensation for any loss that he may thus incur on account of the action of the said officer.</p>
<p>No. compensation for restrication work</p>	<p><b>Clause 4 :</b> If at any time after the execution of the contract documents, the Executive Engineer or his Assistant shall for any reason whatsoever, not require the whole or any part of the work as specified in the tender to be carried out, the Executive Engineer or his</p>

<p>Extension of time.</p>	<p>Assistant shall give notice in writing of the fact to the contractor(s) who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he/they might have derived from the execution of the work in full but which he/they did not derive in consequence of the amount of the work not having been so carried out.</p> <p><b>Clause 5 :</b> If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Officer in charge of the work who shall grant in writing with the sanction of competent authority on reasonable grounds being shown for it. In the absence of such written authority of the Executive or Assistant Engineer, the contractor shall have no claim to exemption from the fine leviable under clause 2.</p>
<p>Approval of and receipt for materials.</p>	<p><b>Clause 6 :</b> The contractor shall give notice to the Executive Engineer or his Assistant of his intention of making delivery of materials, and on the materials being approved, a receipt shall be granted to him by the Executive Engineer or by his Assistant and no materials which is not so approved shall be considered to have been delivered.</p>
<p>Certificate</p>	<p><b>Clause 7 :</b> On the completion of the delivery of the materials the contractor shall be furnished with a certificate to that effect but the delivery shall not be considered to be complete until the contractor shall have removed all rejected materials and shall have approved materials stacked or placed in such position as may be pointed out to him.</p>
<p>Payment for materials</p>	<p><b>Clause 8 :</b> The materials to be supplied shall be of the best quality and in strict accordance with the specification and the contractor shall receive payment for such materials only as are approved and passed by the Executive Engineer or his Assistant. Should the Executive Engineer consider that any of the materials</p>

<p>Action when inferior material is supplied.</p>	<p>delivered are not of the best quality or are not in strict accordance with the specifications but that they may be accepted and made use of it shall be within his full discretion to accept the same at such reduced rates as he may fix thereon.</p> <p><b>Clause 9 :</b> In the event of the material being considered by the Officer in charge of the work to be inferior to that described in the specifications, the contractor shall on demand in writing, forthwith remove the same at his own cost and in the event of his failure to do so within such period as may be named by the Executive Engineer or his Assistant the said Officer may have such rejected material removed at the contractor's risk and expense, the expense so incurred being deducted from any sums due or which may become due to the contractor.</p>
<p>Action for damages.</p>	<p><b>Clause 10 :</b> If the Contractor or his workmen shall break or deface any building, road, fence, enclosure or grassland or any cultivated land, he shall repair or replace the same and if any damage has been done, he shall make good the same at his own expense, and in the event or is refusing or failing to do so, the damage shall be made good at the contractor's expense by the Officer inviting the tender who shall deduct the cost from any sums due or which may become due to the contractor or from his security deposits or the proceeds of sale thereof or a sufficient portion thereof.</p>
<p>Supply of Tools Plant etc. by contractor for the fulfillment of contract.</p>	<p><b>Clause 11 :</b> The contractor shall supply at his own expense all tools. plants and implements required for the fulfillments of his contract, and the materials shall remain at his risk till the date of final delivery, except such portion as shall have been In the meantime removed for use by the Executive Engineer or his Assistant.</p>

<p>Delivery on Sundays.</p>	<p><b>Clause 12 :</b> No materials shall be brought to the site of the work or delivered on so days, without the written permission of the Officer in charge of work.</p>
<p>Sub letting of contract</p>	<p><b>Clause 13 :</b> This contract shall not be sublet without the written permission of the Executive Engineer. In the event of the contractor sub-letting his contract without such permission, he shall be considered to have thereby committed a breach of the contract, and shall forfeit his security deposit, and shall have no claim for any compensation for any loss that may accrue on account of the collection of the materials or engagement entered into.</p>
<p>Compensation under the Workmen's compensation Act.</p>	<p><b>Clause 14 :</b> The contractor shall be responsible for and shall pay any compensation to his workmen which may be payable under the Workmen's Compensation Act, 1923 (VII of 1923, hereinafter called the said Act, for injuries suffered by them. If such compensation said by the Government as principal under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (3) of the said section, such compensation shall be recovered in the manner said down in clause : above.</p>
<p>Decision of Supt. Engineer to be final.</p>	<p><b>Clause 15 :</b> The decision of the Superintending Engineer for the time being shall final binding and conclusive on all questions relating to the meaning of the specification.</p>
<p>No Quarantee that materials indicated in the schedule will be ordered.</p>	<p><b>Clause 16 :</b> No guarantee can be given that the total number of Quantities of materials indicated in the schedule of the contract will be ordered during the period of the contract but the Executive Engineer shall purchase from the contractor all such materials as are detailed in the schedule which he may require to purchase during the period of the contract.</p>

<p>Contractor be and to complete the work and rate mentioned in contract.</p> <p>Refund of Quarry fee and Royalties.</p> <p>Maximum age of persons employed and employment of donkeys or other animals.</p>	<p><b>Clause 17 :</b> No claim or claims made by the contractor for increased rate on the grounds that the market or other rates, included in the contractor, have risen during the period of his contract will be recognized, that is to say, the contractor is bound to complete the work and/or to supply materials at the rates mentioned in the contract.</p> <p><b>Clause 18 :</b> All quarry fees, royalties, octroi dues and ground rent for stacking materials if any, should be paid by the contractor who will however be entitled to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer in charge that the materials were required for use on Government work.</p> <p><b>Clause 19 :</b> (i) No contractor shall employ any person who is under age of 12 years.</p> <p>(11) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breeching must be at least three inches wide and should be of tape (nawar).</p> <p>(!ii) No animal suffering from sores lameness or emaciation or which is immature shall be employed on the work.</p> <p>(iv) The Executive Engineer or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused 'in the completion of the work by such removal.</p> <p>(v) The contractor shall pay fair and reasonable wages to the workmen employed by him in the works undertaken by him. In the event of any dispute arising between the contractor and his workmen on the ground that the wages paid are not fair and</p>
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### Schedule of Materials

Description of Specification of material to be supplied	Total quantities of each to be supplied	Place at which to be delivered	Quantities to be delivered at each place	Date by which delivery at all places must be completed	Rates at which articles are to be supplied		Unit	Total Cost of each article inclusive of every demand	Remarks
					In Fig.	In Words.			
<b>ATTACHED SEPARATELY</b>									

Dated at \_\_\_\_\_ ) The above tender is hereby accepted by me for  
 \_\_\_\_\_ ) and behalf of the Governor of Maharashtra.  
 This \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Signature of the Officer by whom \_\_\_\_\_ )  
 \_\_\_\_\_ ) the tender is accepted. \_\_\_\_\_ )  
 \_\_\_\_\_ )

## THANE MUNICIPAL CORPORATION

### **Special Instructions**

- 1) The rate quoted other than 'B-1' tender form will not be accepted.
- 2) Each page of Tender document must be signed by the tenderer & overwriting or rewriting shall duly signed by the tenderer.
- 3) Conditional tender will not be accepted.
- 4) Agency shall quote his rate as per estimate cost basis.
- 5) After acceptance of tenderer the Agency shall Supply the Poly Aluminium Chloride as per requirement of TMC & places as directed by TMC.
- 6) Address shall be mentioned fully on envelope.
- 7) TMC reserves right to accept All or Partly goods.
- 8) After acceptance of tender a agreement shall be executed by the Agency in prescribed format.
- 9) The responsibility lies with the Agency to Supply Poly Aluminium Chloride in good condition at stipulated places as directed by TMC in Thane Corporation area.
- 10) All supply shall be as per standard specification & if required by TMC, the testing shall be carried out by Agency at his cost.
- 11) TMC reserves the rights to distribute work in partly manner in diff. Agencies.
- 12) The quantities mentioned in the tender are approximate and may be more or less. As per actual requirements. It will be binding to the supplier to supply the quantity demanded at the tendered rates during the tender period. The materials to be supplied shall be of the best quality.

- 13) If the tender is a partnership firm, it shall be signed by all the partners of the firms or by a partner holding power of attorney for the firm by signing the tender, in which case original or certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed and current address of the partner of the firm shall also accompany the tender.
- 14) The agency must have his office in at least one of the place like Mumbai, Thane, Navi Mumbai, Ulhasnagar, Mira Bhayandar or Bhiwandi Municipal Corporation area.
- 15) Delivery period within seven days from the date of receipt of the requisitions or supply orders or within such time as specified by the Executive Engineer (M). In the failure to supply the materials within the prescribed time limit, the T.M.C. will procure the materials at the risk and cost of the supplier without any notice to him.
- 16) Payment for supplied Poly Aluminium Chloride will be paid within time to time: however contractor shall not discontinue his supply in any condition.

# THANE MUNICIPAL CORPORATION

**NAME OF WORK : "Supply of Poly Aluminium Chloride (PAC) for  
210 MLD Water Treatment Plant at Temghar".**

## Schedule of Materials

<b>Description of Specification of material to be supplied</b>	<b>Total quantities of each to be supplied</b>	<b>Place at which to be delivered</b>	<b>Quantities to be delivered at each place</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Supply of liquid poly Aluminium chloride PAC (medium basicity) with third party inspection report and Manufacturer's test report inclusive of all taxes transport packing, loading, unloading etc. complete etc. at W.T.P. Temghar.	2655 M.T.	W.T.P. Temghar near Saibaba Temple, Kalyan Bhiwandi Road, Tal. Bhiwandi Dist. Thane	.W.T.P. Temghar

**THANE MUNICIPAL CORPORATION .**

Name of work :- "Supply of Poly Aluminium Chloride (PAC) for 210 MLD Water Treatment Plant at Temghar".

**SCHEDULE 'B' FOR B-1 TENDER**

**ABSTRACT**

<b>It. No.</b>	<b>Description of item</b>	<b>Qty.</b>	<b>Rate</b>	<b>Per</b>	<b>Amount</b>
1	Supply of liquid Poly Aluminium Chloride PAC (medium basicity) with third party inspection report and Manufacturer's test report inclusive of all taxes transport packing, loading, unloading etc. complete	2655	11400	M.T	30267000
<b>TOTAL</b>					<b>30267000.00</b>

**Say Rupees Three Crore Two Lacs Sixty Seven Thousand Only.**

**I / We ready to carry out the above said work    % below / above / at par the Estimated Cost.**

**Contractor**

**No. of corrections**

**Executive Engineer**

# THANE MUNICIPAL CORPORATION

## SPECIFICATIONS OF POLY ALUMINIUM CHLORIDE (PAC) IN LIQUID FORM (MEDIUM BASICITY)

Sr.No.	Characteristics	Requirement as per IS:15573:2005 for Poly Aluminium Chloride (PAC) in liquid form (Medium basicity)	Results Obtained
01.	Insoluble matter percent by mass, max	0.5%	
02	Viscosity (dynamic)	3-30mpa	
03	Water Soluble Aluminium Compounds (as A12O3)percent by mass, min.	9.5%	
04	PH (of 5 percent Aqueous solution) Min.	1.8-4.5	
05	Basicity percent by mass, Min.	35%	
06	Chloride as Cl, percent by mass max.	12.5%	
07	Sulphate as SO4, percent by mass Max.	2.7%	
08	Specific Gravity at 25 <sup>0</sup> C Min.	1.16	

**Supplier**

**Executive Engineer  
Thane Municipal Corporation,  
Thane.**

# THANE MUNICIPAL CORPORATION

## TEST CERTIFICATE

Sr.No.	Characteristics	Requirement as per IS:15573:2005 for Poly Aluminium Chloride (PAC) in liquid form (Medium basicity)	Results Obtained
01.	Insoluble matter percent by mass, max	0.5%	
02	Viscosity (dynamic)	3-30mpa	
03	Water Soluble Aluminium Compounds (as Al <sub>2</sub> O <sub>3</sub> )percent by mass, min.	9.5%	
04	PH (of 5 percent Aqueous solution) Min.	1.8-4.5	
05	Basicity percent by mass, Min.	35%	
06	Chloride as Cl, percent by mass max.	12.5%	
07	Sulphate as SO <sub>4</sub> , percent by massMax.	2.7%	
08	Specific Gravity at 25 <sup>0</sup> C Min.	1.16	
09	Lead (as pb), parts per million, max.	30 ppm	
10	Arsenic (AS <sub>2</sub> O <sub>3</sub> ) parts per million, max	5 ppm	
11	Cadmium (as Cd) ppm	6 ppm	
12	Mercury (as Hg) ppm	0.2 ppm	
13	Chromium (as Cr)	15 ppm	
14	Iron (as Fe) ppm and Manganese (as Mg) ppm	100 ppm	

### Remarks :

The sample test results conforms to IS:15573:2005 in respect of Poly Aluminium Chloride (PAC) in liquid form (medium basicity). Manufacturer must do routine testing of Aresnic, Iron, Cadmium, Manganese, and Chromium once in a month and when ever raw material composition is changed, to insure that PAC manufactured confirms to prescribed limit. Mercury and lead are to be analysed in each batch.

**Supplier**

**Executive Engineer  
Thane Municipal Corporation,  
Thane.**

# THANE MUNICIPAL CORPORATION

**NAME OF WORK : "Supply of Poly Aluminium Chloride (PAC) for 210 MLD Water Treatment Plant at Temghar".**

## SPECIAL CONDITIONS

1. **Poly Aluminium Chloride (PAC) as per IS:15573 of 2005 in liquid form (medium basicity).**
  - (A) Materials will be inspected by the consignee and got tested at the nearest Govt. Laboratory viz. VJTI Mumbai/ I.I.T. Mumbai / District Public Health Laboratory. However supplier should forward laboratory test certificate i.e. manufacturer's test report along with each consignment, Executive Engineer or his authorised representative will also take sample for testing from every batch of PAC supply received and get it tested at above Govt. laboratory. The supplier shall depute his representative at the time of collecting and testing sample. In case of any dispute regarding testing the samples from said batch will be tested at Govt's laboratory. The decision of Executive Engineer will be final binding to the supplier. Test result of sample taken by Department are strictly binding on the supplier. All material supplied by the contractor shall have to conform to the standards, applicable for PAC (Poly Aluminium Chloride) as per I.S. specification described under I.S. 15573 of year 2005. Material shall be free from any impurities and should be as per ISI specification only. If materials if any damaged during transit, the Department will not take responsibility of such rejected material against theft or damages etc.
  2. In respect of sales tax supplier will append following certificates in all bills "certified that, the goods on which M. VAT has been charged have not been exempted from the Central or Sales Tax act, or rules made under and the amount of M, VAT is not more than what is payable under the provision of the relevant act or the rules made there under".
  3. Even though the manufacturer is registered under S.S.I. unit he must have to pay E.M.D as per tender conditions while submission of completed, Tender otherwise offer will not be opened.
  4. The prices quoted shall remain firm for the order accepted under this agreement and at any case no escalation will be admissible.
  5. No legal proceedings if any arising out of the contract shall be lodged by the

supplier and the dispute should be settled amicably. However, the decision of the Chief Engineer, Thane Municipal Corporation Thane on such dispute will be final and binding on the supplier.

6. Period of contract shall remain in force for 24 (Twenty Four) months from the date of supply order.
7. No interest will be paid for delay of payment on any reason.
8. Supplier shall supply Poly Aluminium Chloride (PAC) as per IS:15573 of 2005 in liquid form (medium basicity) in tankers specially used for transportation of chemicals. Copy of valid ISI certificate, IS-15573/2005 issued to the concerned manufacturer by bureau of Indian Standard should be submitted with offer.
9. Document stating that the product shall be approved and used in Govt. / Semi Govt. / Municipal Corporation with product approved from ITRC (Lucknow) / JDRA&L (Pune) / Halfkine Institute Mumbai at the time of submission of Tender.
10. Supplied Poly Aluminium Chloride (PAC) shall be tested for 1 sample of each tanker.
11. Manufacturer's test report & Third party inspection certificate of material is also compulsory.

**Supplier**

**Executive Engineer  
Thane Municipal Corporation,  
Thane.**

# THANE MUNICIPAL CORPORATION

**NAME OF WORK : "Supply of Poly Aluminium Chloride (PAC) for 210 MLD Water Treatment Plant at Temghar".**

## GENERAL CONDITIONS

1. The delivery of material shall be given to the Deputy Engineer W.T.P. Temghar Certificate of delivery will be obtained from the consignee by the supplier and such certificate in original should be attached to the bills raised against this contract by the supplier. 90% payment against delivery with manufacturers test report and third party inspection report and 10% balance payment after receipt of satisfactory test report from Government laboratory.
2. The materials will be deemed to have been accepted only when the delivery challan has been signed by the consignee, at the time of taking delivery; however the weighing charges will be borne by the supplier.
3. Delivery of materials shall be completed within specified time from time to time as per supply order date of the consignee.
4. It will be the responsibility of the supplier to lift the unaccepted material without transportation charges for rejected materials and to replace the correct materials within the time as specified from the consignee store without extra charges.
5. The quantity shown in the tender is approximate and same will be increased or decreased by 50%./ The rate accepted in the tender shall apply to excess or less quantity also.
6. In the event of any dispute about suitability of the materials the decision of the Executive Engineer will be final and binding.
7. If the supplier fails to supply the materials when supply order is placed by the Department then the material will be purchased from the local suppliers and difference if any between the rate of supplier and local supplier will be recovered from the supplier dues payable to his from his subsequent bills or from his security deposit.
8. In any case if change in quality is observed, then the supplier has to take back the materials at their risk and cost.
9. The successful supplier will have to execute agreement in tender "B-1" form after completion of tender procedure. The agreement executed Form "B-1" will be treated as a part and parcel of this tender.
10. Lowest bidder will have to execute an agreement on legal stamp paper of appropriate value as per rules.

11. Tenders shall be valid for 180 (one hundred eighty only) days from the date of opening of tender.
12. Rates quoted shall be inclusive of all taxes, octroi, packing and forwarding charges. Transport and excise duty, if applicable and free delivery and stacking at Temghar shall be done as per directions of Dy. Engineer, Temghar or his representative.
13. Manufacturer's Guarantee Certificate for replacement of defective goods shall be enclosed.
14. Third Party Inspection and Testing Charges, If any, will be borne by the supplying firm.
15. Thane Municipal Corporation, reserve right to divide the contract in two contractors without assigning any reason.
16. **COMPULSORY PUBLIC LIABILITY INSURANCE POLICY:**  
It is a mandatory requirement under section 4 of the public liability insurance Act 191. Successful bidder shall take out before he starts handling any hazardous substance. Insurance Policy / (IES) providing for contract of insurance whereby he is insured against liability to give relief where death or injury to any person or damage to any property has resulted from an accident.

Note : Definition of HANDLING includes transportation by vehicle also.

**Supplier**

**Executive Engineer  
Thane Municipal Corporation,  
Thane.**

## **THANE MUNICIPAL CORPORATION**

**NAME OF WORK : "Supply of Poly Aluminium Chloride (PAC) for 210 MLD Water Treatment Plant at Temghar".**

### **DECLARATION**

The supplier hereby declares that the goods / stores / articles sold to the buyer under this contract shall be of best quality and workmanship and shall be strictly in accordance with the I.S. specification and particulars contained / mentioned in the clause hereof and the supplier hereby Guarantee that the said goods / stores / articles would continue to confirm the description and quality aforesaid for the period of twelve months (12 months) from the date of delivery of the said goods / stores / articles to the purchaser and that notwithstanding the fact that purchaser / inspector may have inspected approved and / or the said goods / stores / articles if during the aforesaid period of twelve months, the goods / stores / articles be discovered not to confirm to the description and quality aforesaid or have deteriorated ( and the decision of Purchaser in that behalf will be final and conclusive ) and purchaser will be entitled to reject the goods / stores / articles or such portion thereof as may discovered not to confirm to the said description and quality, on such rejection the goods / stores / a articles will be at the sellers risk and all the provisions herein contained relating to rejection of goods etc. shall apply. The supplier shall if so called upon to replace the goods etc. or such portion thereof as if rejected by the purchaser, otherwise supplier shall pay to the purchaser such damages as may be arised by reason of breach of the conditions herein contained Nothing herein contained shall prejudice any other right of purchaser in that behalf under this contract or otherwise if material found faulty then supplier / manufacturer should have to take back the rejected material at his risk and cost with eight days. No interest will be claimed on account of delayed payment.

**Supplier**

**Executive Engineer  
Thane Municipal Corporation,  
Thane.**