

# MIRA- BHAINDAR MUNICIPAL CORPORATION

(WATER SUPPLY DEPARTMENT)

TENDER NOTICE NO. 26 ( 2025-26 )

*For*

**Comprehensive Operation and Maintenance of Pure water feeder main  
Pipeline from Saket Thane to Fatak and Navaghar in MBMC area**

**Executive Engineer**

Water supply dept.

Chatrapati Shivaji Maharaj marg,

Bhaindar (w) Ph. 2819 2828

**Mira -Bhaindar Municipal Corporation**

***SAVE EVERY DROP OF WATER***

Issued to:.....

**MIRA - BHAINDAR MUNICIPAL CORPORATION**  
**WATER SUPPLY DEPARTMENT**

Name of Work :- **Comprehensive Operation and Maintenance of Pure water feeder main Pipeline from Saket Thane to Fatak and Navaghar in MBMC area**

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TENDER NOTICE



## मिरा-भाईंदर महानगरपालिका

पाणी पुरवठा व मलनिसारण विभाग

स्व. इंदिरा गांधी भवन, छत्रपती शिवाजी महाराज मार्ग, भाईंदर(प)

ता. जि.ठाणे - 401 101



### निविदा सुचना क्र. 26 (2025-26)

मिरा-भाईंदर महानगरपालिका हद्दीतील खालील कामांकरीता मोहोरबंद दर e-Tendering पद्धतीने मागविण्यात येत आहेत. सदर कामाचे कोरे निविदा फॉर्म दि.23/01/2026 ते दि.02/02/2026 रोजी 12.00 वाजेपर्यंत महानगरपालिकेच्या e-Tendering संकेतस्थळ <https://mahatenders.gov.in> येथे उपलब्ध होतील. निविदाधारकाने निविदा फॉर्म फी व इसारा रक्कम ऑनलाईन रिसीप्ट सिस्टीमव्दारे भरणे करावी. अन्यथा निविदा ग्राह्य समजण्यात येणार नाही.

सदर कामी मागविलेल्या मोहोरबंद निविदा दि.02/02/2026 रोजी दुपारी 1.00 वाजेपर्यंत वरील संकेतस्थळावर स्विकारण्यात येतील व दि.04/02/2026 रोजी दुपारी 12.30 वाजता उपस्थित ठेकेदार व त्यांचे प्रतिनिधी यांच्या उपस्थितीत / अनुउपस्थितीत उघडण्यात येतील.

कोणतेही कारण न देता कोणतीही ऑनलाईन निविदा स्वीकारणे अथवा सर्वच निविदा नाकारणे याबाबतचा अंतिम अधिकार मा. आयुक्त, मिरा-भाईंदर महानगरपालिका यांनी राखून ठेवला आहे.

अ.क्र	कामाचे नाव	अंदाजित खर्च (GST वगळून)	निविदे चा प्रकार	कंत्राटदार चा वर्ग	इसारा रक्कम	सुरक्षा अनामत	निविदा फॉर्म फी	कामाची मुदत
1	ठाणे साकेत ते भाईंदर पुर्व फाटक व नवघर पर्यंतची फिडरमेन जलवाहिनीची वार्षिक सर्वसमावेशक देखभाल व दुरुस्ती करणे	रु.1,59,26,942/-	B-1	वर्ग 4 व त्यावरील	रु.1,59,269/-	5%	रु.1000/- + रु.180/- GST = रु.1180/-	12 महिने

टीप :- लिफाफा क्र.1 मधील तांत्रिक कागदपत्रे (Hard Copy) निविदा भरल्यानंतर 72 तासांच्या आत पाणी पुरवठा व मलनिसारण विभागात सादर करण्यात यावी.

(दिपक खांबित)

शहर अभियंता

मिरा-भाईंदर महानगरपालिका

जा.क्र.मनपा/पा.पु.व मलनि/26/2025-26

दि.21/01/2026



**MIRA-BHAINDAR MUNICIPAL CORPORATION**  
**Water Supply & Sewerage Department**  
**Indira Gandhi Bhavan, Chatrapati Shivaji Maharaj Marg,**  
**Bhayandar (W) 401101, Tal. Dist – Thane, 28192828**



**TENDER NOTICE No. 26 (2025-26)**

Mira Bhaingar Municipal Corporation invites sealed tenders for following works in MBMC area in the form of e-Tendering. The tender form and other relevant documents will be available for download on MBMC's e-Tendering website as <https://mahatenders.gov.in> from **Dt.23/01/2026 TO 02/02/2026** till 12.00 pm. Tender Form Fee & EMD should be submitted through online receipt system. Failing which the tender will be disqualified. There is no any concession to qualified unemployed Engineer for EMD/ Security Depsit.

The last date for submission of tenders completed in all respects on **Dt. 02/02/2026** up to 1.00 pm on the above mentioned website. Mira Bhaingar Municipal Corporation. The tenders shall be opened in the presence/absence of the bidders or their representatives on the **Dt.04/02/2026** at 12.30 pm at the Tender cell of Mira Bhaingar Municipal Corporation.

Hon. Commissioner of Mira Bhaingar Municipal Corporation has reserve right to accept or reject any or all bids without assigning any reasons.

Sr. No	Name of Work	Estimate Cost (Excluding GST)	Tender Type	Contractor's Class	Earnest Money Deposit (EMD) (In Rs.)	Security Deposit	Cost of Tender documents (In Rs.)	Period of Completion
3	Comprehensive Operation and Maintenance of Pure water feeder main Pipeline from Saket Thane to Fatak and Navaghar in MBMC area	Rs.1,59,26,942/-	B-1	Class 4 & above	Rs.1,59,269/-	5%	Rs.1000/- + Rs.180/- = Rs.1180/-	12 Month

**Note :-** Hard Copy of Envelope No.1 of the same tender shall be submitted in office of Executive Engineer Water Supply Department within 72 hours after submission of online tender.

**(Deepak Khambit)**  
**City Engineer**  
**Mira Bhaingar Municipal Corporation**

**No :- MNP/WS & Sew/26/2025-26**  
**Date :- 21/01/2026.**

**DETAIL TENDER NOTICE**

**MIRA - BHAINDAR MUNICIPAL CORPORATION**  
**DETAILED TENDER NOTICE**

**Name of Work :- Comprehensive Operation and Maintenance of Pure water feeder main Pipeline from Saket Thane to Fatak and Navaghar in MBMC area**

**TENDER PROGRAMME..**

- 1) The tender document are available at <https://mahatenders.gov.in> from 23/01/2026 to 02/02/2026.
- 2) The prequalification criteria, Terms and conditions are available on website.
- 3) The digital signature is mandatory. The bidder will have to purchase it from any government digital certificate authority.
- 4) For any other queries, bidder can contact Help Line No. 0120-4200462, 0120-4001002.
- 5) Blank Tender document can be download from above mentioned website. The tender document cost Rs.1,180/- (Rs One Thousand One Hundred Eighty Only) (Non-Refundable) shall be paid by online.
- 6) Earnest Money Deposit of Rs.1,59,269/- (Rs. One lac fifty nine Thousand two Hundred sixty nine Only) should be paid in the form of DD/PAYORDER/CASH-online.
- 7) Security Deposit :Initial Security deposit of 3 % in the form of D.D./ Pay order or Bank guarantee in the name of Commissioner, Mira Bhaindar Municipal Corporation drawn on any Scheduled Bank and balance 2 % will be deducted from R.A. bills.

Balance 2% Security Deposit of estimated cost or contract value whichever is higher will be recovered at the rate of 5% of bill amount through each R.A. Bill to the extent that total required security deposit.

**a) Additional Security Deposit:** If the tender is proposed to be accepted at the rate quoted less than estimated cost put to tender, security deposit over and above 5.00% at the rate below shall have to be paid by the tenderer.

i) For offer up-to 10% below: 3% intial+2% through R.A.Bill.

ii) For offer from 10% and up to 15% below: 5% intial+2% through R.A.Bill.

iii) For offer more than 15% below: 7% initial+2% through R.A.Bill.

b) Stamp Duty - Stamp duty at 2.00% of total security deposit or at the rate in force on the date of agreement, in addition to Rs.100/- stamp paper.

c) There shall be no liability on the Mira Bhaindar Municipal Corporation, to pay any interest on the security deposited by or recovered from the Contractor.

d) The security deposit shall be refunded after completion of defect liability period prescribed for this contract in accordance with the provision in clause 1 and 20 of the contract.

8) The bidder has to submit the tender Documents and Financial Bid online only.

9) The tender will be Submission last dt.02/02/2026 day at 1.00 pm online only.

10) The tendered rates should be inclusive of all statutory duties and taxes GST levied by GOI & GOM in all respect

11) Validity of the Offer :

120 days from the date of opening of the tender.

12) Detail Tender Schedule

<b>Sr. No.</b>	<b>Activities</b>	<b>Date &amp; Time</b>
1.	Tender publishing date	23/01/2026
2.	Document download start date	23/01/2026 at 12 noon
3.	Document download end date	02/02/2026 at 12 noon
4.	Pre-bid meeting date	28/01/2026 at 12 noon
5.	Bid submission start date	23/01/2026 at 12 noon
6.	Bid submission close date	02/02/2026 at 12 noon
7.	Bid opening date (Technical Bid)	04/02/2026 at 12.30 pm

13) ELIGIBILITY OF CONTRACTOR

1)	Form Fee Receipt (Online Form fee Receipt - <b>Scan Copy</b> )	
2)	Earnest Money Deposit Receipt (Online Earnest Money Deposit Receipt ( <b>Scan Copy</b> ))	
3)	Balance Sheet of Last 3 Years. (C.A. certified copy of Balance sheet ( <b>Scan Copy</b> ). (In Year of 2022-23, 2023-24, 2024-25))	
4)	GST Registration Certificate. (GST Registration Certificate ( <b>Scan Copy</b> ))	
5)	A	Maximum Turnover of Bidder in last 05 years - It should be minimum upto 75% of the annual amount of the cost of due contract (Annual Cost = Total Cost of Work) (Period of work in years.)
	(C.A. Certified copy of last 5 year annual turnover. ( <b>Scan Copy</b> ) (In Year of 2020-21, 2021-22, 2022-23, 2023-24, 2024-25))	
6)	Following works experience in Govt. / Semi Govt. organization	
	B	The minimum cost of the work of similar nature and value completed by the contractors in the last 5 years <b>Similar work completion certificate</b>  (i.e experience of Operation, Maintenance, repairs of MS pipeline work at least 600 mm dia. & at least 15 Km Length, Supplying or Lowering & Laying of Sluice Valve/ Butterfly valve of
		- Three similar completed works, of which work wise costing should not be less than the amount equal to 40% of the estimated cost. In same work following work should be done by bidder.  <b>OR</b>  Two similar completed works, of which work wise costing should not be less than the amount equal to 50% of the estimated cost. In same work following work should be done by bidder.  <b>OR</b>  One similar completed work costing should not be less than the amount

	<p>Minimum 400/500 mm dia)</p>	<p>equal to 80% of the estimated cost. In same work following work should be done by bidder.</p>									
<p>40 % 03 Works 50 % 02 Works 80% 01 Works (In Year of 2020-21, 2021-22, 2022-23, 2023-24, 2024-25))</p>											
7)	<p>Contractor should further make available of the following key and critical equipment as mentioned below for this work and which should be owned / hired by the contractor and same shall be in his possession at the time of submission of tender</p> <table border="1" data-bbox="319 1052 774 1478"> <thead> <tr> <th>Sr.No</th> <th>Item No.</th> <th>Qty</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>JCB-</td> <td>2 NOS</td> </tr> <tr> <td>2</td> <td>Welding Machine -</td> <td>2 NOS</td> </tr> </tbody> </table>	Sr.No	Item No.	Qty	1	JCB-	2 NOS	2	Welding Machine -	2 NOS	<p>If the said machinery has been taken on hired basic then notarised agreement copy will be mandatory (Scan Copy)</p>
Sr.No	Item No.	Qty									
1	JCB-	2 NOS									
2	Welding Machine -	2 NOS									
8)	<p>Bid capacity of Bidders (Bid Capacity) Bidder should have qualified for Bid Capacity (A x N x 2) - B where A = Maximum Annual Turnover during last 5 years (at current rate) N = Number of years prescribed for completion of the project/work B = Value of works in hand (during period of the due work) <b>(Tenderer's submission of bid capacity certificate certified by C.A with UDIN number (Scan Copy))</b></p>										

9)	Affidavit on stamp paper of Rs.500/- stating authenticity of the documents enclosed/uploaded while submission of the tender to be enclosed in envelope no.1 as per Annexure No. 1 <b>(Tenderer to submit an affidavit of Rs.500/- for non-submission of false documents (Scan Copy))</b>
10)	The bidder shall not be Blacklisted of unsatisfactory performance in any other Government / Semi Government / Municipal Corporation earlier. The bidder organisation shall upload an undertaking. <b>(Submission of declaration letter by the tenderer. (Scan Copy))</b>

#### 14) PRE-TENDER CONFERENCE

Pre-Tender conference is open to all prospective tenderers and will be held on 28/01/2026 at 12.00 hours in the office of the City Engineer, Mira Bhainder Municipal Corporation, wherein the prospective tenderers will have opportunity to obtain clarifications regarding the work and the tender conditions.

The prospective tenderers are free to ask for any additional information or clarification either in writing or orally and the reply to the same will be given in writing and this clarification referred to as common set of conditions, shall also be common and applicable to all tenderers. The minutes of this meeting along with the letters of tenderers will form the part and parcel of the tender documents. Bidder need to submit online signed copy of pre bid minutes in a technical bid. No queries/enquiries later than the date mentioned above will be considered.

#### 15) SITE VISIT

The Contractor at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. The costs of visiting the site and collecting the necessary information shall be borne by the Contractor. No extra claim will be entertained in future on this account

#### 16) Manner of Submission of Tender and it's Accompaniments:

The Tenderer shall submit the tender and documents in two sealed envelopes as below online only

### **Envelope No.-2: Financial Bid**

Financial Bid (Envelope No.2 ) shall contain only main tender including unconditional covering letter.

The Tenderer should quote his offer on line in prescribed format as percentage of estimated rates in word and figure at the appropriated place of tender documents. The contractor shall quote for the work as per details given in the main tender. Offer shall be unconditional.

The tender document duly signed and sealed on all pages by authorized signatories should upload online.

### **c) Submission of Tender: On line**

The contractor should quote his tender online. The contractor should deposit EMD and Tender fee online. The commissioner, Mira Bhayndar Municipal Corporation may at his discretion can extended the deadline for the submission of tenders by issuing an amendment to contractor in which case all rights and obligations are reserved by commissioner, Mira Bhayndar Municipal Corporation, Bhayndar.

### **17) Opening of Tender:**

The tenders will be opened on the date specified in the Tender Notice. i.e., on **04/02/2026 at 12.30hrs**, (If possible) in the presence of the intending bidders or their authorized representative to whom they may choose to remain present.

Following procedure will be adopted for opening of the Tender.

### **Envelope No.-1(Technical Bid)**

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 MBMC a note will be recorded accordingly by the tender opening authority and the said Tenderer's Envelope No.2 will not be considered for further action and the same will be rejected.

**Envelope No.-2 (Financial Bid)**

This envelope shall be open online on the date specified in the tender schedule after opening of Envelop No .1 only if contents of Envelope No.1 are found to be acceptable to the Department and / or fulfill the Qualifying Criteria. The tendered rates percentage above or below the estimated rates quoted in price bid shall then be read out in the presence of bidders who remain present at the time of opening of Envelope No.2

- 18) The tendered rates should be inclusive of all statutory duties and taxes including GST levied by GOI & GOM in all respect.
- 19) The EMD will be returned as promptly as possible, after award and signing of the Contract Agreement or expiration of the period of bid validity, whichever is earlier.
- 20) In case of dispute or difference of opinion arising between Engineer in charge & Contractor matter will be refer to the Commissioner , Mira Bhayndar Municipal Corporation the decision of Commissioner will be final and binding.
- 21) All other rules regarding insurance, workman's compensation, labour etc. shall be binding on the contractor. The contractor shall be responsible to pay compensation to his staff, labourers according to labour compensation rules, Labour laws, on account of any accident and loss of limb, or life, property due to accident, etc. Also the equipment's/materials insurance is to be drawn by the contractor and shall cover full replacement of equipments/materials, if get damaged while transporting from manufacturer's place to site of installation or storage as provided by MBMC, Bhayndar, in addition to regular Govt. insurance- Director of Insurance, Mah. State mentioned in B-1 Form of tender.
- 22) Time of Contract :The contract period is **Twelve** months including monsoon.
- 23) The tenderer whose tender is accepted is required to note that no foreign exchange will be released by the Mira Bhayndar Municipal Corporation.

**24) Negotiations**

The Commissioner MBMC may carry out negotiations with the lowest Bidder for modification of the bid by the calling the bidder in its office in which case the bidder shall remain present in the office for negotiations. The bidder may at his discretion give his revised bid in writing. The original bid shall then be treated as modified bid and modified shall be treated as a final bid.

**25) Right Reserved:**

- 1) Conditional Tender will be rejected.
- 2) Right to reject any or all tenders without assigning any reason thereof is reserved by the Commissioner, Mira Bhayndar Municipal Corporation whose decision will be final and binding on tenderers.

**Specimen  
Froms**

**PROFORMA OF BANK GUARANTEE**  
[ON STAMP PAPER OF REQUISITE VALUE]

**To,**  
The Commissioner,  
Mira Bhaindar Municipal Corporation,  
Bhaindar.

- 1 In consideration of the **MiraBhaindar Municipal Corporation**, (hereinafter referred as "**MBMC**" which expression shall include its legal representative, successors and assigns) having agreed under the terms and conditions of Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ made between \_\_\_\_\_ (hereinafter called "the Contractor" which expression shall unless repugnant to the subject or context include his heirs, executors, administrators and assigns/its successors and assigns) and the **MBMC** in connection with \_\_\_\_\_ (hereinafter called "the said Contract") to accept a Deed of Guarantee as herein provided for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from a Scheduled Bank in lieu of the Security Deposit to be made by the Contractor for the due fulfilment by the Contractor of the terms and conditions contained in the said Contract, we the \_\_\_\_\_ Bank constituted and established under the Banking Companies (acquisition and Transfer of Undertaking Act. 1970 (hereinafter referred to as "the said Bank" and having our Head Office at \_\_\_\_\_ at the request of \_\_\_\_\_ (Contractor(s) do hereby undertake to pay to the **MBMC** amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by the **MBMC** by reason of any breach or breaches by the said Contractor(s) of any of the terms and conditions contained in the said Agreement, and to unconditionally pay the amount claimed by the **MBMC** on demand and without demur to the extent expressed.
- 2 We, \_\_\_\_\_ do hereby undertake to pay (Indicate the name of bank) the amounts due and payable under this Guarantee without any demur, merely on a demand from the **MBMC** stating that the amount claimed as due by way of loss or damage caused to or would be caused to or suffered by the **MBMC** by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)
- 3 We, \_\_\_\_\_ further agree that (indicate the name of the bank) the MBMC shall be the sole judge of and as to whether the Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the **MBMC** on account thereof and the decision of the **MBMC** that the Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or the may be caused to or suffered by the **MBMC** from time to time shall be final and binding on us."
- 4 We undertake to pay to the **MBMC** any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any Court or Tribunal relating thereto; our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.
- 5 We, \_\_\_\_\_ further agree that the (*indicate the name of Bank*) Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the **MBMC** under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the **MBMC** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this Guarantee. Unless a

demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_day of \_\_\_\_\_ we shall be discharged from all liability under this Guarantee thereafter.

- 6. We, \_\_\_\_\_ further agree with the **MBMC** that the **MBMC** shall have the fullest liberty without our consent and without affecting in any manner our obligations herein under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the **MBMC** against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(so or for any forbearance act or omission on the part of the **MBMC** or any indulgence by the **MBMC** to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.
- 7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
- 8. We, \_\_\_\_\_ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the **MBMC** in writing.

Date the \_\_\_\_\_ day of \_\_\_\_\_ 2025

For and on behalf of the Bank

The above Guarantee is accepted by the **MBMC**.

For and on behalf of the **MBMC**.

Name and Designation

Date: \_\_\_\_\_

**MIRA BHYANDAR MUNICIAPL CORPORTION**

Name of Work : **Comprehensive Operation and Maintenance of Pure water feeder main Pipeline from Saket Thane to Fatak and Navaghar in MBMC area.**

**UNDERTAKING FOR GUARANTEE BY THE CONTRACTOR**

I / we (name of the contracting firm / proprietor) \_\_\_\_\_  
\_\_\_\_\_ guarantee that:

All the work executed under the contract will be reliable.

All the work will be of the type, which has been proven in service to be suitable for the duty required by the specifications and will have been manufactured and tested in accordance with the appropriate standard specifications approved by the Engineer.

We will replace, repair and adjust free of all charges to the Corporation any part of the work, which fails to comply with the specifications or amendment to such specifications, covered in the tender documents, fair wear and tear excepted until the completion of Defect Liability period.

We will repair and maintain all the components of the storm water drainage syMBMC in the project area as in the scope of the tender and further modifications thereto until the completion of Repair and Maintenance period.

I / We accept & undertake to abide by the clauses relating to quality and guarantee the work.

Date

Signature of the Contractor

## **MIRA BHYANDAR MUNICIPAL CORPORATION**

Name of Work : **Comprehensive Operation and Maintenance of Pure water feeder main Pipeline from Saket Thane to Fatak and Navaghar in MBMC area.**

### **DECLARATION BY THE CONTRACTOR**

I hereby declare that I have made myself thoroughly conversant with the local conditions regarding all material such as stones, murrum, sand, availability of water etc., and labour on which I have based my rates for this work. The specifications and requirements for this work have been carefully studied and understood by me before submitting the tender. I undertake to use only best materials to be approved by the Executive Engineer- In- Charge off the work or his duly authorised representative before starting the work and also to abide by this decision. I hereby undertake to pay the labour engaged on the work as per minimum wages Act., 1984 applicable to the zone concerned or any other as applicable.

Signature of the Contractor

**STATEMENT NO. I**

**STATEMENT OF LIST OF WORKS IN HAND AND WORK TENDERED FOR AS ON THE LAST DATE OF SUBMISSION OF THIS TENDER**

Name of Contractor

**(A) Works in Hand**

Sr.No	Name of Works	Agreement No	Tendered Amount	Date of Commencement	Stipulated date of completion	Value of work already Done	Value of Balance work to be executed in next 12 months	Probable Date of Completion	Remarks
1	2	3	4	5	6	7	8	9	10
				<b>SAMPLE</b>	<b>FORM</b>				

**(B) Works Tendered For**

Sr.No	Name of Works	Name and Address of Client	Tendered Amount	Time Limit	Probable Date when decision is expected	Other relevant details if any
1	2	3	4	5	6	7
			<b>SAMPLE</b>	<b>FORM</b>		

- Note :-**1) This is only a standard form. Details are to be furnished in this formate in the form of type written statements which shall be scanned and Enclosed in Envelope No.1 duly signed.
- 2) The documentary proof of work in hand work tendered for should be submitted iwht this statement duly attested by Gazetted Officer.

**Signature of Contractor**

**STATEMENT NO. II**

**DETAILS OF PLANTS AND MACHINERY IMMEDIATELY OWNED AND AVAILABLE WITH THE TENDERER FOR THIS WORK**

**Name of Contractor**

Sr No	Name of Equipment	No. of Units	Kind & make	Capacity	Age & Condition	Present Location	Remarks
1	2	3	4	5	6	7	8
			<b>SAMPLE</b>	<b>FORM</b>			

**Note :**1) *This is only a standard form. Details are to be furnished in this formate in the form of type written statements which shall be Scanned and Enclosed in Envelope No.1 duly signed.*

**STATEMENT NO. III**

**DETAILS OF WORKS SIMILAR TYPE AND MAGNITUDE CARRIED OUT BY THE CONTRACTOR  
DURING LAST THREE YEARS  
(i.e.2022-23, 2023-24 & 2024-25)**

**NAME OF THE TENDERER**

Sr.No	Name of Works	Name and Adress of the organization for whom the work was done	Place and Country	Agreement No	Date of Comerncement	Tendred Cost	Total Cost of Work Done	Date of Completion	Principle features in brief
1	2	3	4	5	6	7	8	9	10
-----SAMPLE FORM-----									

**Note :-** This is only a standard form ; details are to be furnished in this format in the form of type written statement which shall be Scanned and Enclosed in Envelope No.1 duly signed. The documentary proof of similar type and magnitude should be submitted with statement.

**STATEMENT NO. IV**

Sr No	Name of Person	Designation	Qualification	Whether working in field or in office	Professional Experience of work carries out	Which the person is working with the Tenderer	Remarks
1	2	3	4	5	6	7	8
			<b>SAMPLE</b>	<b>FORM</b>			

**Note :-** This is only a standard form ; details are to be furnished in this format in the form of type written statement which shall be Scanned and Enclosed in Envelope No.1 duly signed. The documentary proof of Technical persons should be submitted with statement.

**Signature of Contractor**

**GENERAL CONDITIONS**

## MIRA BHAYNDER MUNICIPAL CORPORATION,

**Name of Work :-** Comprehensive Operation and Maintenance of Pure water feeder main Pipeline from Saket Thane to Fatak and Navaghar in MBMC area.

### GENERAL CONDITIONS OF CONTRACT

#### 1. DEFINITIONS:

1.1 In the contract, the following terms shall be interpreted as indicated -

- a) "The Contract" means the agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties, includes all attachments and appendices there to and all documents incorporated by references therein. Contract is the deed of contract together with all its original accompaniments and those later incorporated in it by internal consent.
- b) "The Contract Price" means the price payable to the contractor under the contract for the full and proper performance of its contractual obligations.
- c) "The Goods" means all of the equipments, machinery and/or other materials which the" contractor is required to 'supply to the owner under the contract.
- d) "Services" means services ancillary to the contract such as transportation and insurance and any other incidental services, such as Provision of Technical staff and other such obligations of the contractor covered under the contract.
- e) The "Contractor" means successful tenderer that is the tenderer whose tender has been accepted and who has been authorised to proceed with the work.

- f) "Client" means Mira Bhaindar Municipal Corporation.
- g) "MBMC" means Mira Bhaindar Municipal Corporation
- h) "Tender" means the proposal of the contractor submitted in prescribed form setting forth the prices for the goods to be supplied and other related services to be rendered and setting forth his acceptance of the terms and obligations of the conditions of contract and specifications.
- i) "Contract Time" means period specified in the document for the entire execution of contracted works and other services to be rendered commencing from the date of notification of award including monsoon period.
- j) "Month" means calendar months.
- k) "Site" means location at which the contractor will have to execute the contracted work.
- l) "The Engineer" shall mean the Executive Engineer in charge of the work.

## **2. SCOPE OF WORK**

Scope of work includes providing skilled semi skilled I unskilled man power, and tools and equipment, required consumables and skilled expertise to operate maintain and carryout repairs to the MBMCs as mentioned in detailed item wise specifications and Schedule 'B'.

## **3. SPECIFICATIONS:**

The wording of items in Schedule - B shall be taken as guidelines for general provisions and coverage under the item. The detailed specification for relevant items shall be as per detailed specifications enclosed and as per P.W.D. Hand Book, Standard Specifications relevant and latest editions of I.S. & Green book of Maharashtra Jeevan Pradhikaran. The other standard, wherever quoted, shall be applicable.

#### **4. LINE OUT:**

All details and dimensions of existing structures, pipe line, etc. shall be obtained by the contractor before giving line out. The contractor shall himself carryout the line out of works in the presence of the representative of the MBMC, and the contractor shall be responsible for accuracy of it. He shall employ a qualified Engineer for the purpose as well as for supervision of works.

#### **5. INTENT AND INTERPRETATION OF CONTRACT DOCUMENTS:**

5.1 The contract documents are complementary and what is called for by one is as binding as if called for by all. Any work that may be reasonably inferred from the drawings or specifications as being required to produce the intended result shall be provided by the contractor whether or not it is specifically called for, in schedule - B.

The contractor shall furnish and pay for all labour, supervision, materials, equipment, transportation, construction, equipment and machinery tools, appliances, water, fuel, power energy, light, heat, utilities, telephone, storage, protections, safety provisions, and all other facilities, services and acceptable execution, testing

initial operation and completion of the work in accordance with the contract documents, ready for use and operation by the owner. The cost of all these arrangements shall be deemed to be included in the contract offer and no separate payment shall be admissible therefore.

## **5.2 INTERPRETATIONS:**

Written clarifications or interpretations necessary for the proper execution or progress of the work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Engineer and in accordance with any schedule agreed upon. Such clarifications or interpretations shall be consistent with or reasonably inferable from the intent of the contract documents and shall become a part thereof. Where, there is a discrepancy between the drawings and the specifications, the contractor shall obtain the "Engineer" Interpretation which shall be binding on the contractor.

## **5.3 DRAWING:**

Figured dimensions on drawings shall govern over scaled dimensions and detailed drawings shall govern over general drawings.

### **5.3.1 SIGNED DRAWINGS:**

Signed drawings alone shall not be deemed to be in order for work unless it is entered in the agreement or schedule for drawings under proper attestation of the

contractor and the Engineer or unless it has been sent to the contractor by the Engineer with a covering letter confirming that the drawing is and authority for work in the contract.

### 5.3.2 TECHNICAL WORDS:

Work, materials or equipment described in works which so applied have a well known trade or technical meaning shall be deemed to refer to such recognized meanings.

## 6.0 LINE OUT OF THE WORK:

### 6.1 SURVEYS AND MEASUREMENTS:

The contractor shall carefully preserve all surveys as also setting out stakes, reference points, bench marks and monuments. Should any stakes, points or benches be removed or destroyed by any act of the contractor or his employees, they may be reset at the contractor's expense. Any expense incurred in replacing permanent monument which the contractor may have failed to preserve shall be borne by the contractor unless the removal of the monuments is required by the contract documents. The contractor shall supply without charge the requisite number of persons with the means and materials necessary for the purpose of working survey, setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials.

## **6.2 CONTRACTOR'S VERIFICATION:**

The contractor will establish at the work site a substantial B.M., and connect it to a permanent B.M. available in the area with known value. The contractor will then carry out necessary surveys and leveling, covering his work, in verification of the survey data on the working drawings furnished by the Engineer and he will be responsible for establishing the correct lines and levels and verification of the lines and level furnished on the working drawings.

If any error has erupted in the work due to non observance of this clause, the contractor will be responsible for the error and bear the cost of corrective work.

## **6.3 SITE OFFICE:**

The Contractor shall construct a semi permanent nature site office if required with minimum six table, four almarie, twenty numbers of chairs and other facilities. The use of the site offices will be done by the departmental staff during their visits to site .

## **7. SECURITY DEPOSIT AND INDEMNITY BOND**

### **7.1 SECURITY DEPOSIT:**

The Security Deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligation under the contract. This shall be read with Clause No.20 of B-1 Form, Defect Liability Clause.

## **7.2 LOSS OR DAMAGE INDENITY BOND:**

The Contractor shall be responsible during the progress as well as maintenances for any liability imposed by law for any damage to the work or any part thereof or to any of the materials or other things used in performing the work or for injury to any person or persons or for any property damaged in or outside the work limit. The Contractor shall indemnify and hold the owner and the Engineer, harmless against any and all liability, claims, loss or injury, including costs, expenses, and attorney's fees incurred in the defense of same, arising from any allegation whether groundless or not, of damage or injury to any person or property resulting from the performance of the work or from any material used in. the work or from any condition of the work or work site, or from any cause whatsoever during the progress and maintenance of the work.

## **8. SUPERVISION AND SUPERINTENDENCE**

### **8.1 CONTRACTOR'S SUPERVISION:**

The Contractor shall supervise and direct the works efficiently and with his best skill and attention. He shall be solely responsible for means, methods, techniques, procedures and sequences of construction. The contractor shall co-ordinate all parts of the work and shall be responsible to see that the finished work complies fully with tile contract documents, and such instructions and variation orders as the Engineer may issue during the progress of the works.

### **8.2 WORK ORDER BOOK:**

a) The Contractor shall himself engage an authorized representative all the time on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced Engineer shall be provided by the Contractor as his representative for technical matters in case the Engineer-in-charge considers this as essential for the work and so he directs the contractor. He will take orders as will be given by the Executive Engineer or his representative and shall be responsible for carrying them out. This representative shall not be changed without prior intimation to the Executive Engineer and his representative on the work site. The Engineer-in-charge has unquestionable right to ask for changes in the quality and strength of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacements to the satisfaction of the Engineer-in-charge.

b) A work order book shall be maintained on site and it shall be the property of MBMC and the contractor shall promptly sign orders given therein by the Executive Engineer or his representative or his superior officer and comply with them. The compliance shall be reported by contractor to the Engineer in good time so that it can be checked. The blank work order book with machine numbered pages should be provided by the contractor and he will be allowed to copy out the instruction therein from time to time.

## **9. PROTECTION:**

The contractor shall take all precautions and furnish and maintain protection to prevent damage, injury or loss to other persons who may be affected thereby, all the works and all materials and equipment to be incorporated therein whether in storage on or off the site, under the care, custody or control of the contractor or any of his sub-contractors and other improvements and property at the site or where work is to be performed including building, trees and plants,

pole lines, fences, guard, rails, guide posts, culvert and project, markers sign, structures, conduits, pipelines and improvements within or adjacent to streets, right of way, or easements, except those items required to be removed by the contractor in the contract documents. The contractors protection shall include all the safety precautions and other necessary forms of protection, and the notification of the owners of utilities and adjacent property.

The contractor shall protect adjoining site against structural, decorative and other damages that could be caused by the execution of works and make good at his cost any such damages that could be caused by the execution of works and make good at his cost any such damages.

#### **10. UTILITIES AND SUB-STRUCTURES:**

Before commencing any excavations, the contractor shall investigate, determine the actual locations, and protect the indicated utilities and structures, shall determine the existence, position and ownership of other utilities and substructures in the site or before the work is performed by communication with such property owners,

search of records, or otherwise and shall protect all such utilities and substructures.

Except for those improvements and facilities require to be permanently removed by the contractor, the contractor shall make satisfactory and acceptable arrangements with the appropriate owners, and at his expense, shall repair and restore all improvements, structures, private and public roads, property, utilities and facilities disturbed, disconnected, or damaged as a result or consequence of his work or the operations of those for whom he is responsible or liable, including that caused by trespass of any of a them, with or without his knowledge or consent, or by the transporting of workmen, material or equipment to or from the site.

#### **11. WORKMEN:**

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the works any unfit person or anyone not skilled and experienced in the assigned task.

The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour law and rules and regulations as applicable to them in regard to all matters provided therein and shall indemnify the owner in respect of all claims that may be made against the owner for non compliance thereof by the contractor.

In the event of the contractor committing a default or breach of any provisions of labour laws and rules and regulations the contractor shall without prejudice to any other liability under the acts pay the owner a sum as decided by the Engineer.

### **12.1 WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS:**

Unless otherwise provided, none of the permanent works shall be carried out during night, Sunday or authorised holidays without permission in writing. However, when work is unavoidable or necessary for the safety of life, priority of works, the contractors shall take necessary action immediately and advise the Engineer accordingly.

### **12.2 WORKMANSHIP:**

The quality of workmanship produced by skilled knowledgeable and experience workmen, machines and artisans shall be excellent. Particular attention shall be given to the strength appearance and finish of exposed work.

### **12.3 MATERIALS AND EQUIPMENT:**

All materials and equipment incorporated in the work shall be new. Materials and equipment not covered by detailed requirements in the contract documents shall be of the best commercial quality suitable for the purpose intended and approved by the owner prior to use in the work.

### **13.1 OPTIONAL MATERIALS;**

Only one brand, kind or make of material or equipment shall be used for each specific purpose throughout the works, notwithstanding that similar material or equipment of two or more manufactures or proprietary items may be specified for the same purpose.

#### **14. LAWS AND REGULATIONS:**

a) Government Law:

The contract documents shall be governed by the laws and bylaws of India, the State of Maharashtra and the local bodies in this region.

b) Resolving the disputes:

In case of disputes, between a Contractor and the field officers, regarding this tender, the Municipal Commissioner MBMC shall be the sole arbitrator and no external arbitrator shall be appointed.

#### **15. PERMITS, FEES AND TAXES:**

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Govt. fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties, including excise duty, sales tax, local taxes, income tax, octroi and other taxes and any other taxes and any other levies required by law including sales taxes properly assessed against his equipment or property used in connection with the work and clearance certificate shall be shown to the Engineer. If the contractor is entitled for any refund / exemption of above taxes, necessary certificate regarding the issue of materials for MBMC works will be issued by the Commissioner MBMC however, the MBMC authorities will not take any responsibility of refund/exemption of such taxes fees and in case of disputes between authority refunding and the contractor, the MBMC and its officers shall be indemnified by the Contractor. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the contractor and detected subsequent shall be the sole responsibility of the contractor and his legal heirs.

**16. BURIED AND CONCEALED WORK:**

The contractor shall help in- recording the precise location of all piping, conduits, ducts, cables and like work that is buried, embedded in concrete or masonry, or concealed in wood or metal frame, walls and structures at the time such work is installed and prior to concealment. Should the contractor cover such work before such recording take place, he shall uncover the unrecorded work to the extent required by the Engineer and shall satisfactorily restore and reconstruct the removed work with no change in the contract price or the contract time.

**17. WARNINGS AND BARRICADES:**

The contractor shall provide and maintain barricades, guards, guard rails, temporary bridges and walkways, watchmen, headlights and danger signals illuminated from sunset to sunrise and all other necessary appliances and safeguards to protect the work, life property, the public, excavations, equipments and materials. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. For any accident arising out of the negligence of above instructions the contractor shall be bound to bear the expenses of defense of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to negligence of the above precautions and to pay all damages and costs which may be awarded in any such action or proceedings to any such person or which may with the consent of the contractor be paid in compromising any claim by any such person.

## **18. PRECAUTIONS WHILE WORKING IN THE VICINITY OF ROAD**

- (a) When the work is required to be done along, below or near existing traffic road, the contractor(s) shall take steps as are necessary for the safety of the road, labour working at site. He/they will also be required to make program of his/their work so as not to interfere with the movement of road traffic. No extra payment shall be allowed for these precautions and also for crossing road required during the execution of the work. It should be ensured that the main traffic road is not disturbed.
- (b) In addition to the precautions taken by the contractor for the safety of the road and labour, it may be necessary to post flagmen in some locations as an additional safety measure. The contractor(s) shall be fully responsible for any damage to or trespass caused by his/their men to surrounding structure, MBMC bears no liability whatsoever on this account.
- (c) Instructions given by Road Authority regarding safety shall be strictly followed during the execution of work.
- (d) There may be some service lines such as electrical cables, MGL gas line, S&T cables, and water pipe lines, CC drains crossing above and below the ground levels. These should be supported as per the

satisfaction of the site in charge of Concern Authority (Reliance Power/Tata Power/ MGL / Water supply Department of MBMC / PWD Department of MBMC) and after the completion of the work these to be restored in their original alignment. There should not be any damage to these service lines during execution. Contractor is entirely responsible for any damages.

## **19. TRAFFIC MANAGEMENT**

The contractor has to plan his work including stacking of construction materials and placing of machinery such that it will in no way affect the traffic on existing. A board of size 1.0 m x 1.80 m indicating name of the work, name of the owner i.e. MBMC, name of the consultant, Cost of the work, name of the contractor shall be displayed at suitable location and blinkers at night if necessary. Traffic diversion/caution boards of suitable size shall be provided as directed. All that is stated above is incidental to the work and no separate payment will be made to the contractor.

## **20. ENGINEER'S STATUS DURING CONSTRUCTION AUTHORITY OF THE ENGINEER:**

The Engineer shall have the authority to enforce compliance with the contract documents. On all questions relating to quantities, the acceptability of materials,

equipment, or works, the adequacy of the performance of the work and the interpretation of the drawings and specifications, the decision of the Engineer shall be final and binding and shall be precedent to any payment under the contract agreement unless otherwise provided in the contract documents. The Engineer shall have the authority to stop the work or any part thereof as may be necessary to ensure the proper execution of the work, disapprove or reject the works which is defective, to require the uncovering and inspection or testing of the works, to require reexamination of the works, to issue interpretations and clarifications, to order changes or alterations in the works and other authority as provided elsewhere in the contract document.

The Engineer shall not be liable for the results of any ruling, interpretation or decision rendered, or request, demand, instruction, or order issued by him in good faith. The contractor shall promptly comply with requests, demands, instructions and order from Engineer.

The whole of the works shall be under the directions of the Engineer, whose decision shall be final, conclusive and binding on all parties of the, contract, on all questions relating to the construction and meaning of plans, working drawings, sections and specifications connected with the work. The Engineer shall have the power and authority from time to time and at all times to make and issue such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and for good and sufficient execution of the works according to the terms of specifications. The contractor shall receive, execute, obey and be bound by the same according to the true intent and meaning thereof; fully

and effectually. Engineer may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any works or any portion of works executed or partially executed, to be removed, changed or altered and if needful, may order that other works shall be substituted instead thereof and the difference of expenses occasioned by any such diminution or alteration so ordered and directed shall be deducted from or added to the amount of this contract.

In case the progress of the Contractor is found to be less than the programme given by him at any point of time and if the Engineer is convinced that the balance work cannot be executed within the balance period of time by the Contractor, a notice of 30 days will be issued to improve the progress. In case there is no improvement a further notice of seven days will be given and thereafter a part or whole of the work will be withdrawn from the Contractor and will be got done at the risk and cost of the Contractor. The right of Engineer in this respect shall be unquestionable in any court of law. On expiry of the seven days notice, as above, the Contractor shall remove his materials, men, equipments, plant and management from the site, within seven days so that the new agency can take over immediately. Failing to this, the Authority will remove the aforesaid things at the cost of the Contractor. This authority is in addition to the Clause 3 of the B-1 Form of the Contractor.

## **21. DEFECTS AND RECTIFICATION:**

For period specified in the Clause 20 of the defect liability period for the individual type of work from the date of issuance of the completion certificate in accordance with para "Final Inspection and Acceptance" contractor shall remain liable for any of the works or parts thereof or equipment and fittings supplied which in the opinion of the Engineer fail to comply with the requirements of the contract or are in any way unsatisfactory or defective (fair wear and tear excepted). The process of the assembly commissioning of all sections of pipe lines, tested hydraulically in patches, will involve some additional measures such as shaft of suitable height, fixing of air valves at more number of places on the alignment and all such measures shall be done by the contractor at his cost. MBMC wants the results of completion of pipelines, included in the tender satisfactorily in time and no excuses or reasoning of the failures. Hence, the Contractor shall be conversant with the site limitations and restrictions of particular levels at the end and he should execute the work in accordance with exact specifications and requirements. To the intent that the works and each part thereof shall at or as soon practicable after the expiry of the above period be taken over by the Engineer in the condition required by the contract to the satisfaction of the Engineer, the contractor shall finish the work (if any) outstanding at the date of completion as soon as may be practicable after such date and shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkages or other faults as may during the period of maintenance or after its expiry be required of the contractor in writing by the Engineer as a result of an inspection made by or on behalf of the Engineer prior to the expiry of the period. All such work shall be carried out by the contractor at his own expenses if the necessity

thereof shall in the opinion of the Engineer be due to the use of materials or to the neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If the contractor fails to do any such work as entitled to carry out, such work in which the contractor should have carried out at the contractor's own cost, the Engineer shall be entitled to recover from the contractor the cost thereof or may deduct the same from the moneys that become due to the contractor. Notwithstanding the aforesaid, if the contractor remains in default, one calendar month after the Engineer has given written instructions in writing, the Security Deposit shall become payable to the MBMC who will deduct the cost plus overhead expenses of such works as have been necessary to rectify the contractor's default and the balance, if any, shall be disbursed. The Contractor shall submit the operation and maintenance manual for the fruitful operation of the works. The Contractor will have a liberty to visit the operating works during the defect liability period and satisfy himself about the on-going operations in case he do not visit and a defect is observed then the Engineer's opinion shall be final and binding as to the application of defect liability.

## **22. RIGHT TO WITHHOLD:**

The Engineer may refuse to approve any payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved and paid to such extent as may be necessary in the opinion of the Engineer to protect him from loss because (a) The work is defective, (b) Third party claims have been filed or there is reasonable evidence indicating probable filing of such claims, (c) of the Contractor's failure to make

payment properly to sub-contractors or for labour, material or equipment (d) of damage to another Contractor, or to the property of other caused by the Contractor, (e) of reasonable doubt that the work cannot be completed for the unpaid balance of the contractor price, (f) of reasonable indication that the work will not be completed within the contract time, (g) of the Contractor's neglect or unsatisfactory prosecution of the work including failure to clean up. Once the provisions of law that enables or require the Engineer to with held such payments are removed, payment will be made for amounts withheld because of them to the extent the contractor is entitled to payment.

### **23. FINAL INSPECTION AND ACCEPTANCE:**

Upon written notice from the contractor, that the entire work required by the contract documents is complete and that all submittals required by him are made, and after the Contractor has delivered the bonds, certificates of inspection, guarantees, warranties, releases and other documents, as required by the contract documents or by law, the Engineer will make a final inspection, and he will notify the Contractor in writing of any particulars in which this inspection reveals that the work is defective, and will also notify the Contractor writing of any deficiencies in the submittals and the documents required by him.

The contractor shall promptly make such corrections as are necessary to rectify all defects or deficiencies. After the Contractor has completed any such corrections to the satisfaction of the owner, the engineer will issue a written completion certificate of the work and file any notice and completion required by law or otherwise.

**24. CONTINUING OBLIGATION OF THE CONTRACTOR:**

The Contractor's obligation to perform and complete the work in accordance with the contract documents is and shall be absolute. Neither the observation during construction and final inspection of the work by the Engineer, nor any payment to the Contractor under the Contract documents, nor any use or occupancy of the work or any part thereof by the Engineer, nor any act of acceptance by the defective work by the Engineer shall constitute acceptance of work not in accordance with the contract documents.

**25. INCOME TAX:**

During the course of contract period the deduction of Income Tax will be made at 2% of the gross amount of each bill in excess of Rs.5000/- or as per the advice of the Income tax authority. Presently 8% surcharge over the tax is being levied, which constitutes the overall percentage as 2%.

**26. FORCE MAJEURE:**

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of the acts of God and in particular unprecedented floods, volcanic eruptions, earthquake or other conclusion of nature and other acts such as, but not restricted to, invasion, act of foreign countries, hostilities or warlike operations before or after declaration of war, rebellion, military or usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a present person I such as Earthquake of magnitude more than for which the structures are designed.

**27. WRITTEN NOTICE:**

Written notice shall be deemed to have been duly served or delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice. The notice on the Fax Message / E-mail shall be deemed to have been duly served the address given in the contractor's tender on which all notices, letters and other communications to the contractor shall be mailed or delivered, except that said address may be changed by the Contractor by notifying the owner in writing. This shall not preclude the service of any notice, letter of other communication upon the Contractor personally.

**28. USE OF COMPLETED PORTIONS:**

The owner shall have the right, upon written notice to the Contractor, to take possession or occupancy of, and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired but such taking possession or occupancy or a waiver or acceptance of any work not completed in accordance with the contract documents.

**29. CLEANING UP**

The contractor shall at all times during the work keep the site and premises, adjoining property and public property free from accumulations of waste materials, rubbish, and other debris resulting from the works, and at the completion of the work shall remove all waste materials, rubbish and debris from and about the site and premises as well as all tools, construction equipment and machinery and surplus materials, and shall leave the site and premises, clean, tidy and ready for occupancy by the owner. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the contract documents. Paved ways, parking areas and roadways disturbed by the construction shall be redone by filling the excavation, if any, by sand compacted material and bringing it to its original shape as directed and approved by the Engineer. No waste material shall be buried or disposed off on the owner's property unless so approved in writing by the Engineer in charge. Before the Contractor applies for final inspection and acceptance of the work, all items of work shall be complete, ready to operate, and in a clean condition as determined by the Engineer.

### **30. OWNER'S RIGHT TO CLEAN UP:**

If the Contractor fails to satisfactorily clean up or if a dispute arises between the Contractors or in several Contractors as to their responsibility or cleaning up, the Engineer may clean up and charge the cost thereof to the Contractor for his failure, or to the several contractors as the Engineer shall determine to be just.

### **31. FOSSILS ETC.**

All fossils, coins, articles of value of antiquity and structures or other remains or things of geological or archaeological interest discovered on the site shall be deemed to be the property of the owner and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer of such discovery and carry out at the expenses of the Engineer's order as to the disposal of the same.

### **32. LABOUR RULES:**

If demanded by MBMC , the contractor will have to produce to the satisfaction of the accepting authority a valid and current licence issued in his favour under the provision of Contract Labour (Regulation and Abolition) Act 1970, before starting the work, otherwise the Contractor shall have to face the further consequences.

The contractor shall have to comply with the Apprentices Act 1961, and rules and orders issued there under from time to time. If he fails to do so, his failure will be breach of contract and the Executive Engineer, may in his discretion, cancel the contract, the Contractor shall also be liable, for any pecuniary liability arising on account of any violation of the provisions of this act, by him.

### **33. STATUTORY INCREASE IN DUTIES, TAXES ETC:**

All the taxes (except work contract tax) and duties levied by the State and Central Govt. and by Local Bodies shall be fully borne by the Contractor and shall not be reimbursed to him on any account.

### **34. INSPECTION, TESTING & FEES:**

All materials and equipment required for the work under this contract irrespective whether specified or not, shall be tested at manufacturer's works laboratory and the Test Certificate thereof shall be furnished.

The material/equipment of which makes are not expressly specified in the tender shall be of a make approved by the Engineer-in-charge. The OAP for the material and equipment shall be got approved from the Engineer-in-charge before placing the orders and the testing shall be carried out as per approved OAP. The cost required for inspection including the departmental inspection and conveyance of the officers shall be borne by the Contractor, the cost of which IS deemed to have been included in the quoted cost.

### **35. MACHINERY REQUIRED:**

All machinery required for erection/ execution purposes such as cranes, trucks etc. shall be arranged by the Contractor. Department shall not take any responsibility for providing such machinery even on rental basis. No concreting shall be permitted unless centering and reinforcement is approved by the Engineer-in-charge.

### **36. DISCREPANCIES AND OMISSIONS:**

The tender drawings and specifications shall be considered as explanatory of each other and together shall form the technical requirements and stipulations of tender documents. Detailed drawings shall have preference over small scale drawings. Similarly, detailed specifications shall have preference over general specifications.

Should any discrepancy arise as to the meaning, intent or interpretation of any specification or drawing the decision of the Engineer-in-charge shall be final and binding on the Contractor.

**37. NO INTEREST ON DUES:**

No interest shall be payable by the MBMC on amounts, due to contractors pending final settlement of claim. Further, no interest shall be payable by MBMC on any amount / payment.

**38. CHANGE IN SITE:**

No claims shall be paid on account of reasonable change in site or orientation as the circumstances may call for.

**39. TOOLS AND PLANT:**

All tools, instruments and machinery and all other materials (not included in the Material Schedule 'A') shall be acquired by the Contractor at his cost. It is however, open to the Engineer to lend or supply to the Contractor implements, machinery or other service not covered by the tender document which he can be and may consider desirable. For such tools, instruments, machinery and service provided, the Contractor will have to sign an agreement and pay Security Deposit and rental charges as may be fixed by the Engineer.

**40. EXCAVATED MATERIALS:**

All excavated stuff shall be MBMC property and shall be disposed off by the Contractor in a manner as directed by the Engineer.

**41.** If there is any dispute between the contractor and the Engineer in Charge, the contractor is not allowed to go for Arbitration and in such cases the decision of Commissioner (MBMC) will be final. Even if the Contractor files a suit in the court, the MBMC may allot the work to the other agency to avoid delay in work.

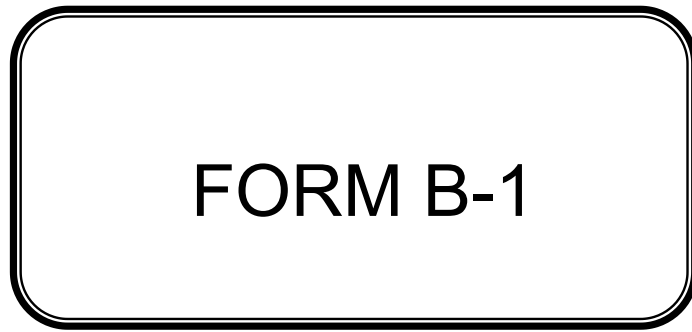
**42. REFILLING PAYMENT:**

Though the contractor is required to do refilling before hydraulic testing to avoid traffic hurdle, no payment for refilling of the trenches of pipeline shall be payable till satisfactorily hydraulic testing is given. Re-excavation required if any during testing shall be done by the contractor at his own cost.

**43. EXTRA ITEMS:**

It is binding on the contractor to carryout such extra works as will be occurred when the same can be conveniently carried out by the contractor in the opinion of the Engineer-in-charge as internal part of the main work in addition, alteration or legitimate and reasonable extension.

Extra charges of claims in respect of extra works shall not be allowed unless the work to which they relate are clearly without the spirit and meaning the specifications or unless such works are ordered in writing by Executive Engineer or his representative and claimed for in specified manner before the work is taken in hand.



**MIRA BHYANDAR MUNICIPAL CORPORATION**

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**FORM B-1**  
**PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS**

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**Name of Work :- Comprehensive Operation and Maintenance of Pure water feeder main Pipeline from Saket Thane to Fatak and Navaghar in MBMC area.**

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***GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS***

1. All works, proposed to be executed by Contract, shall be notified in a Form of invitation to tender, pasted on a Notice Board hung up in the office of the Executive Engineer, MBMC.

This form will state the works to be carried out as well as the date of submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, 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 refund of quarry fees, royalties and ground rents will be granted. Copies of any other documents required in connection with the work shall be signed by the Executive Engineer, MBMC for the purpose of identification and shall also open for Inspection by Contractors at the office of the Executive Engineer, MBMC during office hours.

Where the works are proposed to be executed according to the specifications recommended to a Contractor and approved by a competent authority on behalf of the Mira Bhayandar Municipal Corporation such specifications with designs and drawings shall form a 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 authorizing him to do so.

2.A(I) The Contractor shall pay along with the tender the sum of Rs.1,24,450/-(Rupees One Lacs Twenty Four Thousand Four Hundred Fifty Only) as and by way of Earnest Money (should be paid by online receipt say MBMC of MBMC). The said amount of Earnest Money shall not carry any interest whatsoever.

ii) DELETED

iii) If after submitting the tender, or if after the acceptance of his tender, the Contractor neglects to furnish the balance amount of Security Deposit without prejudice to any other rights and powers of the Corporation hereunder, or in law, Corporation shall be entitled to forfeit the full amount to the Earnest Money deposited by him.

iv) In the event of his tender not being accepted, the amount of Earnest Money deposited by the Contractor shall, unless it is prior thereto forfeited under the provisions of Sub-Clause (iii) above, be refunded to him on his passing receipt therefore.

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 firm, in which case the receipt 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 of the firm.

4. Any person who submits a tender shall fill up usual printed form stating to what percentage above or below the rates specified in Schedule-B (Memorandum showing Item of work to be carried out) he is willing to undertake the work. The percentage shall be stated only in the form of contract below the title "Tender for works" at the space provided there for. Only one percentage rate on all the rates included in Schedule B shall be named. Tenders, which propose any alterations in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain separate percentage over Estimated Rates/Schedule rates for

different sub-works or items, or, which contain any other conditions, of any sort or which are not filled with the percentage at the space provided for the purpose and not signed at proper places in the printed B-1 tender form will be liable for rejection. No printed form of tender shall include a tender for more than one work. But, if the contractors who wish to tender two or more works, they shall submit a tender for each work separately. Tenders shall have the name and number of the work to which they refer, written outside the Envelopes.

5. The Commissioner or his duly Authorized 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 amounts of the several tenders in a comparative statement in a suitable, form. In the event of a tender being accepted, the contractor shall for the purpose of identification, sign copies of the specification and other documents mentioned in Rule-1. In the event of tender being rejected, the Executive Engineer, MBMC shall authorize the MBMC officer to refund the amount of the earnest money deposited to the tenderer, 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.

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 the Corporation unless it is signed by the appropriate officer of Mira Bhaindar Municipal Corporation.

8. Not Used.

9. All work shall be measured net by standard measure and according to the rules and customs of the Mira Bhaindar Municipal Corporation., without reference to any other custom.

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

11. Every registered contractor should produce along with his tender, valid certificate of registration as approved contractor in the appropriate class and renewal of such registration with date of expiry.

12. All corrections and additions or pasted slips should be signed.

13 The measurements of work shall be taken according to the usual methods in use in the Public Works Department / Maharashtra Jeevan Pradhikaran and no proposals to adopt alternative methods will be accepted. The decision of Executive Engineer, MBMC as to what is the usual method to be used in the Corporation, will be final.

14 The tendering Contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract and the value of the work that remains to be executed in each case on the date of submitting the tender, ( with a copy of Certificate from the Head of the office concerned duly attested from gazette officer).

15 Every Tenderer shall furnish along with the tender information regarding the Income-tax Circle or Ward of the district in which he is assessed to Income-tax, the reference to the number of the assessment and the assessment year or a valid Income-tax clearance certificate.

16. No foreign exchange would be released by the Mira Bhandar Municipal Corporation, for the purchase of plant and machinery or any other purpose for the execution of the work contracted for.

17. The contractor will have to construct shed, for storing controlled and valuable materials issued to him or purchased by him if any, at work site having double locking arrangement. The materials will be taken for use in the presence of the Departmental person. No materials will be allowed to be removed from the site of works without written permission of the Engineer-in-Charge.

18. The contractors shall also give a list of machineries in their possession and which they propose to use on the work in the form of statement as prescribed in this tender.

19. Every registered or unregistered contractor should furnish along with tender a statement showing previous experience and technical staff employed by him.

20. Successful Tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favor under the provision of Contract Labour (Regulation and Abolition Act, 1973) before starting work failing which acceptance of the tender will be liable for withdrawal and Earnest Money/Security Deposit will be forfeited to Mira Bhaindar Municipal Corporation

21. The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Commissioner, MBMC may, in his discretion cancel the contract. The Contractor shall also be liable, for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

FORMAT for Letter of Commercial Offer(Tender for works)(To be printed on letterhead of the firm and submitted in Envelope -2)

To,

The Commissioner

Mira Bhaindar Municipal Corporation, Bhaindar

**Sub: Comprehensive Operation and Maintenance of Pure water feeder main Pipeline from Saket Thane to Fatak and Navaghar in MBMC area.**

(Rs.1,59,26,942/-)

Dear Sir,

Bidder's Offer

<p>I/We hereby tender for the execution, for MIRA BHAINDAR MUNICIPAL CORPORATION (here-in-before and hereinafter referred to as Corporation or MBMC) of the work specified in such memorandum at _____ percent below/above the estimated rates entered in Schedule 'B' (Memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in rule 1 hereof and in Clause 13 of the annexed conditions of contract and agree that when materials for the work are provided by the corporation, such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.</p>	<p>In figures as well as in words</p>
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## Memorandum

### 1 A General Description

#### **Comprehensive Operation and Maintenance of Pure water feeder main Pipeline from Saket Thane to Fatak and Navaghar in MBMC area.**

Note: Contractor shall carry out necessary surveys for aligning the structures prior to construction.

- |  |   |
|--|---|
| A. Estimated Cost  | Rs. 1,59,26,942.00                                  |
| B. Earnest Money   | Rs. 1,59,269.00                                     |
| C. Security Deposit  | Rs. 5% of Accepted Tender Cost.                     |
| i. Initial security deposit  | At the time of agreement 3% of Accepted Tender Cost |
| ii. Balance 2% Security Deposit will be Deducted from R.A. Bill at rate of 5% from each RA bill. |   |

#### D. Additional Security Deposit:

If the tender is proposed to be accepted at the rate quoted less than estimated cost put to tender additional security deposit over and above 5% in at the below rate shall have to be paid by the tenderer.

- |                                    |       |
|------------------------------------|-------|
| a) For offer upto 10% below        | → Nil |
| b) For offer upto 10% to 15% below | → 2%  |
| c) For offer more than 15% below   | → 4%  |

(Additional Security deposit shall be based on estimated cost put to tender)

The Additional Security Deposit in full in the form of FDR/Bank Guarantee from Nationalized/Scheduled Bank will have to be deposited at the time of agreement along with 50% of original security deposit

- E) Time allowed for completion of the work from date of written order to commence 12 (Twelve months) Calendar months including monsoon.

- 2 I/We agree that this offer shall remain open for acceptance for a minimum period of 120 days from the date of opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered, at the office of such authority. The Earnest money

deposited on-line only. The amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the MBMC should I/We fail to (I) Abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents as required by the Engineer and furnish the security deposit, as specified in item (d) of the memorandum contained in Para - I above within the time limit, laid down in clause, (1) of the annexed general conditions of the contract. The amount of earnest money may be refunded to me/us after work order if so desired by me/us in writing unless the same or any part thereof has been forfeited as aforesaid.

- 3. Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeit and pay to Corporation, the sums of money mentioned in the said conditions (Earnest Money).

Contractor (\*\*)

Address

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2026

(Witness)

(Witness)

Address

(Occupation)

Accepted For Rs. \_\_\_\_\_ Rs.

\_\_\_\_\_ ) \_\_\_\_\_ ) %

Above/Below/ The estimated cost put to tender

Rs.....

The above tender is hereby accepted by me for and on behalf

of the Mira Bhayandar Municipal Corporation.

(\*)

Executive Engineer

Mira Bhaindar Municipal Corporation

Dated                      day of                      2026

**CONDITIONS OF CONTRACT**

**CONDITIONS OF CONTRACT**

**CLAUSE -1:- Security Deposit**

The person / persons 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 and assignors) shall (A) within seven days (which may be extended by the Commissioner, MBMC. up to 15 days, if he decides fit to do so) of the receipt by him of the notification of the acceptance of his tender, deposit with the Commissioner, MBMC, a sum sufficient which will make up full initial security deposit specified in the tender (Initial security deposit of 3 % (Three percent) of accepted tender cost shall be submitted by successful bidder at the time of agreement in the form of cash/DD/Pay order/ Bank Guarantees from Nationalized Banks in the enclosed form in favor of the Commissioner, Mira Bhaindar Municipal Corporation) & permit the Corporation at the time of making any payment to him for work done under the contract to deduct 2 % (Two percent) of contract sum each R.A. Bill at the rate of 5% of the gross amount to the extent that total required security deposit Such deductions shall be held by the Corporation by way of Security Deposit.

All compensation or other sums of money payable by the contractor to the Corporation under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of the security deposit or from the interest arising there from, or from any sums which may be due or may become due by the Corporation to the contractor under any other contract or transaction of any nature on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter, make good in cash or F. D. R. pledged to Commissioner, MC as aforesaid, any sum or sums which may have been deducted from, or raised by sale of 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 at above, is not paid, the tender / contract already accepted,

shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The amount of the security deposit lodged by a contractor shall be refunded along with the payment of the final bill, if the date upto which the contractor has agreed to maintain the work in good order is over. If such date is not over only 90% amount of security deposit shall be refunded alongwith the payment of the final bill. The amount of security deposit retained by the MBMC shall be released after expiry of period upto which the contractor has agreed to maintain the work in good order is over.

In the event of the contractor failing or neglecting to complete rectification work within the period up to which the contractor has agreed to maintain the work in good order, then, subject to provisions of Clause 17 and 20 hereof, the amount of security deposit retained by the Corporation shall be adjusted towards cost incurred by the Corporation on such rectification work.

**CLAUSE 2:- Compensation for delay**

The time allowed for carrying out work as entered in the tender shall be strictly observed by the Contractor and 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, all due delay hence (time being deemed to be of the essence of the contract on the part of the Contractor) and the Contractor shall pay a compensation as an amount equal to 0.1% (Point one percent), of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncompleted, or unfinished after the proper dates. The total amount of compensation to be paid under the provisions of this clause not exceeds 10 percent of the estimated cost of the work as shown in the tender And further to ensure good progress. during the executing of the work the Contractor shall be bound, in all case in which the time allowed for any work exceeds one month to complete. Commissioner should be the final authority in this respect.

for complete minimum quantum of work as compared to accepted tender cost as stated below-

1.  $\frac{1}{4}$  of the work in  $\frac{1}{4}$  of the time

2.  $\frac{1}{2}$  of the work in  $\frac{1}{2}$  of the time.
3.  $\frac{3}{4}$  of the work in  $\frac{3}{4}$  of the time.

NOTE : - The quantity of the work to be done within particular time to be specified above shall be fixed by the Executive Engineer after taking into consideration the circumstances of each case. And abide by the program of detailed progress laid down by the Executive Engineer.

**CLAUSE 3:- Action when whole of the security deposit is forfeited**

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

- a) To rescind the contract (for which rescission notice in writing to the contractor under the hand of Commissioner, MBMC shall be conclusive evidence) and in that case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Corporation.
- b) To carry out the work or any part of the work departmentally or through other contractor, debiting the original contractor with the cost of the work, expenditure incurred on tools and plants and charges for advertisement for fixing new contractor and those on additional supervisory staff including the cost of work charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally / through other contractor in all respects in the same manner and at the same rates, as if it had been carried out by the contractor under the terms of his contract. The certificate of the Commissioner, MBMC as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally, shall be final and conclusive against the contractor.
- c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case, all expenses incurred on advertisement for fixing a new contracting contractor, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract contractor will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all

respects and in the same manner and at the same rates, as if it had been carried out by the contractor under terms of his contract. The certificate of the Commissioner, MBMC as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

d) 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 therefore actually performed by him under this contract unless and until the Commissioner, MBMC shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified.

e) In the event of either of the courses referred to the clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractor, the amount of excess shall be deducted from any money due to the contractor, by the Corporation under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided. However, the contractor shall have no claim against the Corporation even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses; provided always that whichever of the three courses mentioned in clauses, (a), (b) or (c) is adopted by the Commissioner, MBMC, 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 in to any engagements or made any advance payments on account of or with a view to the execution of the work or the performance of the contract.

**CLAUSE 4:- Action when the progress of any particulars portion of the work is unsatisfactory.**

If the progress of any particular portion of the work is unsatisfactory, the Commissioner, MBMC 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 liable to pay compensation If action not taken under clauses 3 & 4**

In any case in which any of the powers conferred upon the Commissioner, MBMC by Clauses-3 and 4 shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor

for which under any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

**Power to take possession of or require removal of or sell Contractor's plant**

In the event of the Commissioner, MBMC taking action under sub-clause

(a) or (c) of Clause 3, he may, if he so desires, take possession of all or any tools and plants, materials and stores, in or upon the work or the site thereof or belonging to the contractor, or procured by him and 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 Commissioner, MBMC whose certificate thereof shall be final.

In the alternative, the Commissioner, MBMC may, after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such notice; and in the event of the contractor failing to comply with any such requisition, Commissioner, MBMC may remove them at the Contractor's expenses or sell them by auction or private sale on account of the Contractor and at his risk, in all respects, and the certificate of the Commissioner, MBMC as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

**CLAUSE 6 :-**

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 his execution or on any other ground, he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date to which he was hindered as aforesaid or on which the case for asking for extension occurred, whichever is earlier and the Executive Engineer may, if in his opinion there are reasonable grounds granting an extension, grant such extension as he thinks necessary or proper.

The decision of the Executive Engineer in this matter be final.

**Clause 6 A** :- In the case of delay in handing over the land required for the work due to unforeseen cause, the contractor shall not be entitled for any compensation whatsoever from the MBMC on the ground that the machinery or labour was idle for certain period. Contractor may, however apply for extension of time limit which may be granted on the merit of the case.

**CLAUSE 7:- Final certificate**

On Completion of the work the Contractor shall be furnished with the certificate by the Executive 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 been all scaffolding. Surplus material and Rubbish and shall have been cleaned, the dirt from all the wood work, doors, windows, walls, floor or other parts of the building in or up. On which the work has been executed or of which he may have has 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 and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus material and Rubbish and cleaning off dirt on or before the date fixed for the

completion of the work, the Engineer-in-charge may at the expenses of Contractor remove such scaffolding surplus materials and Rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the Contractor shall for with the pay amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually raised by the sale thereof

**CLAUSE 8:- Payment on intermediate certificate to be regarded as advance.**

No payment shall be made for any work, estimated to cost less than Rupees one thousand till the whole of work shall have been completed and 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 and passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance / on account bills against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due 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 and adjustment of

the accounts or otherwise, or in any other way vary or effect 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 and of the total amount payable for the work shall be final and 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 the Engineer-in -charge.**

The rates for several items on work 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 case where the items of work are not accepted as so completed the Engineer-in-charge may make payment on account of items at such reduced rates as he may consider reasonable in the preparation of final or on accounts bill.

**CLAUSE No. 10:- Bills to be submitted monthly**

A bill shall be submitted by the Contractor in each month on or before the date fixed by the Engineer- in-charge for all work executed in the previous month and the Engineer -in-charge shall take or cause to be taken requisite measurement for the purpose of having the same verified and the claim so far as it is admissible, shall be adjusted and paid if possible, within 10 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 the said work in the presence of the Contractor or his duty authorized

agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor 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 and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

**CLAUSE 12:- Stores supplied by Corporation**

Contractor has to make his own Store arrangement.

**CLAUSE 12 (A):- Storage of controlled material**

All stores of controlled materials such as cement, steel, etc. procured by the Contractor, should be kept by the Contractor under lock and key and they will be accessible for inspection by the Executive Engineer or his authorized agent at all the times.

**CLAUSE 13:- Works to be executed in accordance with specifications, drawings, orders, etc.**

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards material and in every other respect in strict accordance with specifications. The Contractor shall

also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and loaded in his office and to which the Contractor shall be entitled to have access for the purpose of inspections at such office or In the site of the work during office hours. The Contractor will be entitled to receive one sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost.

**CLAUSE 14 :- Alterations in specifications and designs not to invalidate contracts.**

The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and 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 and such alteration shall not invalidate the contract and 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, and at the same rates as are specified in the tender for the main work. And if the additional and 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 Corporation or relevant Government departments, prevailing at the time when the extra items

crop up or at the rates mutually agreed upon between the Engineer-in charge and the contractor, whichever are lower.

Rates for works not entered in estimate or Schedule of rates

If the additional or altered work for which no rate is entered in the Schedule of Rates, 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 it is his intention to charge for such class of work, and 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 and 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 or rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute, the decision of the Commissioner will be final.

Where, however, the work is to be executed according to the designs, drawings and specifications recommended by contractor and accepted by the competent authority, the alternation above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.

Extensions of time in consequence of additions & alterations

The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alternations or additions bears to the cost of the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.

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

a) If at, any time after the execution of the contract documents, the Engineer shall for any reason what-so-ever (other than default on the part of the contractor for which the Corporation 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 of 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 and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof, 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 and 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.

b) Where the total suspension of work ordered as aforesaid continued for a 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 a 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 and requiring the Engineer to record the final measurements of the work already done and 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 un-executed work under this contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the 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.

c) 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 the 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 the account of his having had to pay the salary or wages of 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 or wages for the first 30 days whether

consecutive or in the aggregate of such suspension or in respect of any suspension what-so-ever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.

d) In the event of

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 obligations to complete the remaining unexecuted work under sub-clause 2) on account of continued suspension of work for a period exceeding 90 days.

Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitution in the specifications, drawings, designs, or instructions under Clause 14, where such curtailment exceeds 25 % in quantity and the value of the quantity curtailed beyond 25 % at the rates for the item Specified in the tender is more than Rs. 5,000.

It shall be open to the contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account the continued suspension of work or (iii) notice under Clause 14 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 the notice of stoppage, suspension or curtailment and require the Corporation to take -over on payment such material at the rates determined by the Engineer

provided, however, such rates shall in no case exceed the rates at which the same were acquired by the contractor. The Corporation 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 MBMC if any.**

Contractor shall not be entitled to claim any compensation from the MBMC for the loss suffered by him on account of delay by MBMC 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 control of Government.

In case of such delay in the supply of material, the MBMC shall grant such extension of time for the completion of the works as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the Contractor.

**CLAUSE 16:- Time limit for unforeseen claims.**

Under no circumstances whatsoever, shall the contractor be entitled to any compensation from Corporation on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge within one month of the case of such claim occurring.

**CLAUSE 17:- Action & compensation payable in case of bad work**

If at 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 any materials or 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 contract, it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and 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 and provide other proper and suitable materials or articles at his own charge and cost and 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 of the

amount of the estimate for every day not exceeding ten days during which the failure so continues and in the case of any such failure the Engineer-in-Charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and 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 therefor.

**CLAUSE 18:- Work to be open 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 and supervision of the Engineer-in-Charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-Charge and his subordinate to visit the work shall have been given to the Contractor, either himself be present to receive orders and instructions or have responsible agent duly authorized in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

**CLAUSE 19:- Notice to be given before the work is covered.**

The contractor shall give not less than five days 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 and correct dimensions thereof taken before the same is so covered up or place beyond the reach of measurement and 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 and 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 contractors expense and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

**Clause 20: Contractor liable for damage done and for imperfection**

If during the period of 24 months from the date of completion as certified by the Engineer-in-Charge pursuant to Clause-7 of the Contract or 24 months after commissioning the work, whichever is earlier in the opinion of the Commissioner, MBMC., the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Commissioner, MBMC, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified there-in including dismantling and re-construction of un-safe portion strictly in accordance with and in the manner prescribed and under the supervision of the Commissioner, MBMC. In the event of the Contractor failing or neglecting to commence execution of the said

rectification work within the period prescribed thereof in the said notice and / or to complete the same as aforesaid as required by the said notice, Commissioner, MBMC shall get the same executed and carried out departmentally or by any other contractor at the risk on account and at the cost of the Contractor. The Contractor shall forthwith on demand pay to the Corporation the amount of such costs, charges and expenses sustained or incurred by the Corporation of which the certificates of the Commissioner, MBMC shall be final and binding on the contractor. Such cost, charges and expenses shall be deemed to be arrears of land revenue and in the event of the Contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Corporation; the same may be recovered from the contractor as arrears of land revenue. The Corporation shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Corporation to the Contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by the Corporation.

**ANNEXURE TO CLAUSE 20:**

**The defect liability period shall be as under**

(DELETED)

**Clause 21: Contractor to supply plant, ladder, scaffolding 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 Corporation stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted form and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and 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 he is entitled to require together with the carriage therefor to and from the work. The Contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials, failing which the same may be provided by the Engineer-in-Charge at the expense of the contractor and 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.

*And is liable for damages arising from non provision of lights, fencing etc.*

The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such persons, or which may with consent of the contractor be paid for compromising any claim by any such persons.

**Clause 21 (A): Scaffolds to comply with regulations**

The Contractor shall provide suitable scaffolds and working platforms, gangways and stairways and shall comply with the following regulations in connection therewith.

- a) Suitable scaffolds shall be provided for workmen for all works 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 and responsible person; and
  - ii. As far as possible by competent workers possessing adequate experience in this kind of work.
- c) All scaffolds and appliances connected therewith and ladders shall
  - i. Be of sound material,
  - ii. Be of adequate strength having regard to the loads and strains to which they will be subjected, and

- iii. Be maintained proper completion.
- d) Scaffolds shall be so constructed that so part thereof can be displaced in consequence of normal use.
- e) Scaffold shall not be over-loaded and 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 and stability of the scaffolds.
- g) Scaffolds shall periodically inspected by a completed 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 regulation here-in specified
- i) Working platform, gangways and stairways shall:
  - i) Be so constructed that no part thereof can sag unduly or unequally.
  - ii) Be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and
  - iii) Be kept free from any unnecessary obstruction.
- j) In the case of working platform, gangways, working places and stairways at a height exceeding 3 Meters.
  - i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety
  - ii) Every working platform and gangway shall have adequate width and
  - iii) Every working platform, gangway, working place and stairway shall be suitably fenced.
- k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of material, be provided with suitable means to prevent the fall of persons or materials.
- l) When persons are employed on roof where there is a danger of falling from a height exceeding 3 meters suitable precautions shall be taken to prevent fall of persons or materials.
- 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 and other working places.

**Clause-21(B): Hoisting appliances to comply with regulations**

The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him

- a) Hoisting machine and tackle, including their attachments, anchorages and supports shall
  - i. Be of good mechanical construction, sound material and adequate strength and free from patent defect and
  - ii. Be kept in good repair and in good working order.

- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the Corporation.
- d) Every chain, ring, hook, shackle swivel and pulley block and in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- e) Every crane driver or 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 shall give signals to the operator.
- g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means.
- h) Every hoisting machine and all gear referred to in 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 and the conditions under which it is application, 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, gearing transmissions, electric wiring and other dangerous part 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-22: Measure for prevention of fire**

The Contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Engineer in Charge. When such permit is given and also in all cases when destroying cut or dug up trees, brushwood, grass etc. by fire; the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property.

**Clause 23: Liability of contractor for any damage done in or outside work area**

Compensation for all damages done intentionally or unintentionally by Contractor's labour whether in or beyond the limits of Corporation property including any damage caused by the

spreading of fire mentioned in clause 22, shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimate of the Engineer-in-charge, subject to the decision of the Commissioner on appeal, shall be final and the contractor shall be bound to pay the amount of 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 Corporation to contractor under this contract or otherwise. The Contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the Court in consequence.

**Clause 24: Employment of female labour**

The employment of female labours on works in neighborhood of soldier's barracks should be avoided as far as possible.

**Clause 25 : Work on Sundays**

No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge.

**Clause 26: Rescission of contract for subletting work without approval or by Binding public officer**

The Contract shall not be assigned or 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 and insolvent or make any composition with his creditors or attempt so to do or if possible 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 employment of Corporation in anyway relating to his office or employment, or if anyway directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in Writing, rescind the contract and security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Corporation and the same consequences shall ensure, as if the contract had been rescinded under clause-3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefor actually performed under the contract.

**Clause 27: 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 Corporation without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

**Clause 28: Changes in the constitution of firm to be notified**

In the case of tender by partners, any changes in the constitution of a firm shall be forthwith

notified by the Contractor to the Engineer-in-charge for his information.

**Clause 29: Works under direction and control of the Employer**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Commissioner, MBMC, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

**Clause 30: Decision of Engineer in charge to be final**

Except where otherwise specified in the contract and subject to the powers delegated to him by Corporation, the decision of the Engineer in charge shall be final, conclusive and binding on all parties to the contract, upon all questions relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and 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 anyway 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 the work or after the completion or abandonment thereof.

The Contractor may appeal to the Commissioner if the Contractor is not satisfied with the order passed by the Engineer in Charge as aforesaid, he may within thirty days of receipt by him of any such order, appeal against it to the Commissioner provided that

- a) The accepted value of the contract exceeds Rs.10.00 Lakh (*Rupees Ten Lakh*)
- b) Amount of claim is not less than Rs.1.00 Lakh (*Rupees One Lakh*)

The Commissioner's decision in the matter shall be conclusive, final and binding on the Contractor.

**Clause-31: Stores of European or American manufacture to be obtained from the Corporation Deleted.**

**Clause 32: Lump sum 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 work in question at the same rates as are payable under this contract for each item, or if the part of 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 sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

**Clause 33: Action where no specifications laid down**

In the case of any class of work for which there is no such specification as is mentioned in Rule 1 of Form B1, such work shall be carried out with the Corporation's specification & in the event of there being no Corporation's specification, then in such case the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer-in-charge.

**Clause 34: Definition of "work"**

The expression "Works" or "Work" where used in these conditions, shall, unless there be something in the subject or context repugnant to such construction, be construed to mean the works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered substituted or additional.

**Clause 35: Contractor's percentage whether applied to net or gross amount of bill**

The percentage referred to in the tender shall be deducted from / added to the gross amount of

the bill before deducting the value of any stock issued.

**Clause 36: Payment of quarry fees, royalties etc.**

All quarry fees, royalties, octroi dues/cess and ground rent for stacking materials, if any, shall be paid by the contractor.

**Clause 37: Workmen related**

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workman's Compensation Act 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable or paid by Corporation as Principal under Sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by Corporation from the Contractor under sub-section (2) of the said section. Such Compensation shall be recovered in the manner laid down in the Act.

**Clause 37 (A): Compensation under Workmen's Compensation Act**

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

**Clause 37 (B): Medical Aid to workmen**

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

- a) The workers shall be required to use the equipment so provided by the Contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- b) When work is carried on in proximity to any place where there is a risk of drowning, all necessary equipment shall be provided and kept ready for use and 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 37 (C): The Apprentices Act, 1961**

The contractor shall duly comply provision of "The Apprentices Act, 1961 (III)", the rules made there under and the orders that may be Issued from time to time under the said Act & the said rules and on his failure or neglect to do so, be subject to all the liabilities and penalties by the said Act and said Rules.

**CLAUSE 38:- Claim for quantities entered in the tender or estimates.**

1. Quantities in respect of the several items shown in the tender are approximate, and 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 variations, the quantity of the item does not exceed the tender quantity by more than 25

percent or so long as the value of the excess quantity beyond the limit of tender quantities at the rate of the item specified in the tender, is not more than Rs. 5,000/- (whichever is more)

2. The Contractor shall, if ordered in writing by the Executive Engineer so to do also carry out any quantities in excess of the limit mentioned in sub-clause (1) hereof on the same conditions as and in accordance with the specifications in the tender and at the rates (I) derived from the rates entered in the current schedule of rates and in the absence of such rates, (ii) at the rate prevailing in the market, the said rates being increased or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of the works as put to tender based upon the schedule of rates applicable to the year in which the tender were invited (For purpose of operation of this clause, this cost shall be taken to be RS.1,27,52,105/-(Rupees One Corers Twenty Seven Lacs Fifty Two Thousand One Hundred Five Only.)as per DSR 2021-22.
4. Claims arising, out of reduction in the tendered quantity, of any item beyond 25% will be governed by the provisions of clause 15 only when the amount of such reduction beyond 25% at the rate of item specified in the tender is more than Rs. 5,000/- This reduction is exclusively of the reduction mentioned in clause No 14 & 15 of work and site condition.
5. This Clause is not applicable to extra items.
6. There is no change in the rate if the excess is more than 25% of the tendered quantity, but the value of the excess work- at the tendered rates does not exceed Rs. 5,000/-
7. The quantities to be paid at tendered rate shall include :-  
Tendered quantity plus.  
25% excess of the tendered quantity or the excess quantity of the value of Rs.5000/- at the tendered rate whichever is more.
8. In the Schedule B any probable item is included without stating its quantity but by stating the rate for such item, then the tendered quantity for such item shall be treated as Zero for applicability of this clause.
9. Till approval for excess quantity is accorded by competent authority interim payment will only be released as under:-

- a) At accepted tender rate or current schedule rate whichever is less for quantity exceeding Schedule-B quantity by 25% or of cost upto Rs.5000 (i.e. for entire quantity exceeding the quantity stated in the tender subject to condition that total expenditure on the tendered work shall not exceed sanctioned cost of the scheme.
- b) The balance payment due as per provision of clause 38 will be released by the Engineer-in-Charge only after approval from the competent authority is received by him.

Note:

If the quantity stated in the tender exceeds the tender quantity, i.e. quantity under Clause 38 the Executive Engineer shall obtain approval for excess quantity involved from The Commissioner Mira Bhaindar Municipal Corporation authorities according to power delegated to them as the case may be.

**Clause - 38-A** : Till approval for excess quantity are accorded by competent authority interim 50% payment will be released as under :

- a) At accepted tender rate or current schedule rate whichever is less for (i.e. entire quantity exceeding quantity stated in the tender subject to condition that total expenditure on the tendered work shall not exceed accepted tender cost.
- b) The excess quantity beyond 25% will be paid at tendered rate of CSR rate whichever is minimum till approval of the competent authority is received subject to the condition that total expenditure shall not exceed accepted tender cost.
- c) The balance payment due as per provision of Clause-38 will be released by the Engineer-in-Charge only after approval from the competent authority is received by him.

**Clause - 38-B** : Deleted.

**Clause 39: Employment of famine labour etc.**

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

**Clause 40: 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 accorded in sanction of estimates and release of any payments.

**Clause 41: Claims for compensation for delay in execution of work**

No compensation shall be allowed for any delays 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 and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

**Clause 42: Entering upon or commencing any portion of work**

The contractor shall not enter upon or commence any portion of work except with the written instructions of the Engineer-in-charge or his subordinate in charge of the work. Failing such authority, the contractor shall have no claim to ask for measurement of or payment for work.

**Clause 43 : Minimum age of persons employed and the payment**

- a) No contractor shall employ any person who is under age of 18 years.
- b) The Engineer-in-charge or his Agent is authorized to remove from the work any person found working which does not satisfy these conditions and no responsibility shall be accepted by Corporation for any delay caused in the completion of the work by such removal.
- c) The Contractor shall pay fair and reasonable wages exceeding those stipulated in Minimum Wages Act of 1918 and its subsequent amendments, applicable to the area in which the work of the contract is located to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the Contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Commissioner, MBMC. who shall decide the same. The decision of the Commissioner, MBMC shall be conclusive and 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 Corporation at the sanctioned tender rates.
- d) Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas. Contractor to take precaution against accidents which take place on account of labour using loose garments while working near machinery.

**Clause 44: Method of payment**

Payment to contractors shall be made by cheque drawn on any Bank within the MiraBhaindar Municipal Corporation Limits.

**Clause 45: Acceptance of conditions compulsory before tendering the work.**

Any contractor who does not accept these conditions shall not be allowed to tender for works. Entering into contract by the contractor with Mira Bhaindar Municipal Corporation by the Contractor shall be considered as incontrovertible proof of acceptance of all conditions of the contract by the Contract.

**Clause 46: Employment of scarcity labour**

If Government declares a state of scarcity or famine to exist in any village situated within 16 Kilometer of the work, the Contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Commissioner, MBMC. or be any person to whom the Commissioner MBMC may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in this behalf. Any disputes, which may arise in connection with the implementation of this clause, shall be decided by the Commissioner, MBMC whose decision shall be final and binding on the Contractor.

**Clause 47: Contractor's prices not to exceed controlled prices**

The price quoted by the Contractor shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, 1948, as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the Contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices. 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 and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the Contractor.

**Clause 48: Rates inclusive of Sales Tax and other taxes**

1. The tender rates are inclusive of all taxes, rates, cesses and are also inclusive of the leviable tax in the respect of sale by transfer of property in goods involved in the execution of a work contract under the provision of Rule 58 of Maharashtra Value Added Tax Act 2005, for the purpose of levy of tax.

**Clause 49 : Local labour to be employed**

The Contractor shall employ at least 80 percent of the total number of unskilled labour to be employed by him for the work under the contract, from out of the persons ordinarily residing in the district in which site of the said work is located. Provided, however; that if the required number of unskilled labour from that district is not available, the Contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission in writing of the Engineer-in-charge of the said work, obtain the rest of the requirement of unskilled labour from outside district.

**CLAUSE 50 : Wages to be paid to the skilled & unskilled labour**

Wages to be paid to the skilled and unskilled laborers engaged by the Contractor the Contractor shall pay the laborer skilled and unskilled according to the wages prescribed by the Minimum Wages Act, 1948 applicable to the area in which the work of the Contractor is in progress.

A Contractor shall comply with the provisions of the Apprentice Act, 1961 and the rules and the orders issued there under from time to time. If he fails to do so his failure will be breach of the contract and the Executive Engineer may, in this discretion, cancel the contract. The Contractor shall be liable for any pecuniary liability arising on account of any violation by him of the provision of the act. The Contractor shall pay the laborers skilled and unskilled according to the wages prescribed by the Minimum Wages Act of 1948 applicable to the area in Which the work of the Contractor is in progress.

**Clause 51: The dues from the Contractor deemed to be arrears of the Land Revenue**

All amounts whatsoever which the Contractor is liable to pay to the Corporation in connection with the execution of the work including the amount payable in respect of

- i) materials and or stores supplied / issued hereunder by the Corporation to the contractor
- ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the Corporation to the contractor for execution by him of the work and / or on which advances have been given by the Corporation to the Contractor, shall be deemed to be arrears of the Land Revenue and the Corporation may without prejudice to any other rights and remedies of the Corporation, recover the same from the Contractor as arrears of revenue.

**Clause 52: Compliance with Contract Labour (Regulation and Abolition) Act**

The successful tenders will be required to produce to the satisfaction of the specified concerned authority a valid and consequent license issued in favour under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 before starting the work. On failure to do so, the acceptance of tender should be liable to be withdrawn and also earnest money/Security Deposit forfeited.

The contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971, as amended from time to time and all other relevant statutes and statutory provisions, concerning payment of wages, particularly to workmen employed by the Contractor and working on the site of the work. In particular the Contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971.

If the Contractor fails or neglects to pay wages at the said rates or makes short payment and the Corporation makes such payment of wages in full or part thereof less paid by the Contractor, as the case may be, the amount so paid by the Corporation to such workers shall be deemed to be arrears of Land Revenue and the Corporation shall be entitled to recover the same as such from the Contractor or deduct same from the amount payable by the Corporation to the Contractor hereunder or from any other amount payable to him by the Corporation.

As per regulation of Govt of Maharashtra Labour Welfare CESS 1% will deducted from each R.A. Bill.

**Clause 53: Engaging apprentices as per Apprenticeship Adviser's recommendations**

The Contractor shall engage apprentices such as bricks-layer, carpenters, wire-men, plumber as well as blacksmith as recommended by the State Apprenticeship Adviser, Directorate of Technical Education, Dhobi Talav, Mumbai on the construction work.

**Clause 54:** Where the work are required to work near Machine and are liable to accident

they should not be allowed to wear loose clothes like Dhoti, Jhabba etc.

**Clause 55:** Provision of all applicable Indian Laws shall be treated as applicable for this contract.

**Clause 56:** In view of the difficult position regarding the availability of the Foreign exchange, no foreign exchange, will be released by the Department for the

purchase of the Plant and Machinery required for the execution for the work concerned.

**Clause 57: Anti Malaria measures**

- a) The anti malaria and other health measures shall be as directed by the Joint Director (Malaria and Filaria) of Health Services .
- b) Contractor shall see that mosquitogenic conditions are not created so as to keep vector population to minimum level.
- c) Contractors shall carry out anti malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director (M & F) of Health Services, .
- d) In case of default in carrying out prescribed anti-malaria measure resulting in increase in Malaria incidence, Contractor shall be liable to pay to the Corporation the amount spent by the Corporation, on anti-malaria measures to control the situation in addition to fine.
- e) Relation With Public Authorities :-The contractor shall make sufficient arrangement for draining Away the sewage, as well as, water coming from the bathing and washing places and shall dispose off this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The contractor shall comply with all rules, regulations, byelaws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges, which are leviable on him without any extra cost to Govt.

**Clause 58: No claim in case of shelving the project**

If the project is shelved by the Corporation before commencement, the contractor will have no right to claim any losses or compensation due to the same and for whatsoever reasons.

**Clause 59: Price Variation Clause (Basic Rate Index to be considered as per DSR 2023-24)**

(deleted)

**Clause No. 60** : The contractor shall provide and maintain barricades, guards, guard rails, temporary bridges and walkways, watchmen, headlights and danger signals illuminated from sunset to sun rise and all other necessary applications and safeguards to protect the work, life, property, the public, excavations, equipment's and materials. Barricades shall be substantial construction and shall be painted such to increase their visibility at night. For any accident arising out of the neglect of above instructions, the contractor shall be bound to bear the expenses of defense of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay all damages and 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 in compromising any claim by any such person.

**Clause No. 61:** The contractor shall provide in the joint names of the Engineer-in-charge and the contractor, insurance cover only from the Government Insurance, Maharashtra State, 264, 1<sup>st</sup> Floor, MHADA, Opp. Kalanagar, Bandra (East), Mumbai-400 051. Insurance policy/policies taken out from any other Corporation will not be accepted. However, if the contractor desires to effect insurance with the local office of any insurance Corporation, the same should be made the Co-Insurance-cum-Insurance. If the policy taken by the contractor is not on Co-Insurance basis. (Director of Insurance 60% and Insurance Co. 40%) the same will not be accepted and the amount of premium calculated by the Director of Insurance will be recovered directly from the amount payable to the contractor. The policy shall cover from the date of work order for the following events which are due to the contractor's risks.

- a) Loss of or damage to the Civil and Mechanical and Electrical equipments supplied/installed including the materials such as pipes, valves, specials etc. brought on site.
- b) Loss of or damage to contractor's equipments including his vehicles.
- c) Loss of or damage to property (except the Works, Plant Material and Equipment) in connection with the contractor; and;
- d) Personal injury or death due to vehicles of the contractor and/or due to any accident that may arise at or around the site to the Contractor's personnel or to the MBMC, staff or to any other person not connected with MBMC /Contractor.

61.1 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the date of actual starting of work. All such insurance shall provide for compensation to be payable in the types of proportions of currencies required to rectify the loss or damage incurred.

61.2 If the Contractor does not produce any of the policies and certificates required, the Engineer may effect the insurance for which the contractor should have produced the policies and certificates and recover the premiums it has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be of debt due.

61.3 Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

61.4 The minimum insurance cover for loss and damages to physical property, injury and death shall be 40% of the contract cost per occurrence with number of occurrences as 4 (Four). After each occurrence the contractor shall pay additional premium necessary so as to keep the insurance policy valid always till the defect liability period is over.

61.5 No payment will be released to the contractor until the insurance coverage with the Govt. Insurance fund, Maharashtra State is provided and unless the proof of insurance coverage is produced by the Contractor to the Engineer-in-Charge.

**CLAUSE 62 :Deleted**

**CLAUSE 63:- Disputes**

All disputes and difference arising between Mira Bhaindar Municipal Commissioner and the party in any manner connected with this agreement shall be referred to the Commissioner; MBMC The decision of the Commissioner will be final, conclusive & binding on the parties.

**CLAUSE 64:- (PMC) :** If Mira Bhaindar Municipal Corporation appointed PMC as a construction supervision and management consultant for supervising / monitoring works under this contract. The civil/ mechanical/electrical shall be liable to execute the work under the supervision of PMC. All decisions regarding the work in such cases shall be taken jointly by Mira Bhaindar Municipal Corporation & PMC and in case of any dispute between the PMC and the contractor the decision taken by the Executive Engineer, Mira Bhaindar Municipal Corporation will be final and binding on both the parties. All the work measurements will be taken and recorded by MBMC Engineer.

**ADDITIONAL CLAUSES**

## MIRA BHINDAR MUNICIPAL CORPORATION, BHAINDAR

Name of Work : **Comprehensive Operation and Maintenance of Pure water feeder main Pipeline from Saket Thane to Fatak and Navaghar in MBMC area.**

### **INSTRUCTIONS TO TENDERER**

#### 1. AWARD CRITERIA:

The MBMC will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

#### 2. ACCEPTANCE OF THE TENDER:

The acceptance of the tender rests with MBMC. The right to reject any or all the tenders without assigning any reason thereof is reserved by MBMC. The tenderer whose tender is accepted will have to enter into regular agreement in the type and form prescribed by MBMC and abide by all the rules embodied therein.

2.10 No corrections, additions or alterations in the tender documents shall be made. No special stipulations in the tender document shall be permitted.

2.20 The Tender shall be liable to be rejected outright if while submitting the same.

i) The tenderer proposes any conditions and alterations in the obligatory conditions of the tender.

ii) If the offer in words and in figures is not filled in ink in appropriate page of B-1 Form or if there is discrimination.

iii) If the specified Earnest Money in specified form is not paid.

iv) Any erasures are made in the tender documents.

2.30 If the tendering contractors are a firm or company, they shall in their forwarding letter should mention the names of all the partners of the firm or the company as the case may be and the names of the partners who hold the power of attorney authorizing him to conduct transactions on behalf of the Company / Firm.

2.40 Rules and conditions of the contract are subject to amendment till the time of acceptance of tender.

2.50 The notes and conditions stipulated in this notice will form a part of the agreement.

### 3. SIGNING OF CONTRACT:

At the same time as the MBMC notifies the successful Bidder that the bid has been accepted, the MBMC will send the bidder an acceptance letter informing the further necessary line of action including signing of contract etc.

### 4. FOR SPECIAL ATTENTION OF TENDERER:

The tenderer is expected to visit the site before quoting the tender and get himself acquainted with the site conditions and site requirements.

There may be some local problems which will be required to be tackled by the tenderer. Local suppliers may create problems of supply of sand and metal during execution which shall have to be solved by the successful bidder. On this account no extension of time limit will be granted nor any compensation will be given.

Police Protection, if considered necessary will have to be arranged by the Tenderer at his own cost.

Power supply from MSEB/Reliance Energy/Tata power, if required will have to be arranged by the tenderer. MBMC does not take any responsibility for the same.

**SPECIAL CONDITION  
OF CONTRACT**

**MIRA BHINDAR MUNICIPAL CORPORATION, BHAYANDAR**

**Name** of **Comprehensive Operation and Maintenance of Pure water**  
**Work :** **feeder main Pipeline from Saket Thane to Fatak and Navaghar**  
**in MBMC area.**

**SPECIAL CONDITION OF CONTRACT**

**1. GENERAL**

These are to apply as additional specifications and conditions unless otherwise already provided for contradictorily elsewhere in this contract.

**2. ERRORS, OMISSIONS AND DISCREPANCIES**

- a) In case of errors, omissions, and/or disagreement between written and scaled dimensions on drawing or between drawing, and specifications etc. the following order of preference shall apply.
  - i) "Between act" and scaled dimension or descriptions on drawing the later shall be adopted.
  - ii) Between the written or shown description or dimension in the drawing and corresponding one in the specification, the latter shall apply.
  - iv) Between the written description of the item in the schedule of quantities and the detailed description in the specifications of the same items, the latter shall be adopted.
- b) In case of discrepancy between percentage rates quoted in figures and words, the lower of the two will be considered for acceptance of tender.
- c) In all cases of omissions and/or doubts or discrepancies in the dimensions or description or any item or specifications, a reference shall be made to the Executive Engineer, MBMC Bhayandar whose elucidation, elaboration or decision shall be considered as authentic. The Agency shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.
- d) The special provision in detailed specifications and, wording of any item shall gain precedence over corresponding contradictory provision (if any) in the Standard Specifications of MBMC Bhayandar, Department Hand Book where

reference to such specifications is given without reproducing the details in the contract.

### **3. WORKING METHODS AND PROGRESS SCHEDULE:**

#### **3.1 PROGRAM OF WORK**

The work is required to be completed within a period of 12 (Twelve Months).

#### **3.2 a) METHODOLOGY OF CONSTRUCTION AND CONSTRUCTION EQUIPMENTS**

Agency shall furnish at least 15 days in advance his programme of commencement of item of work, the details of actual methods that would be adopted by the Agency for the execution of various items of work supported by necessary detailed drawing and sketches including those of the Plant and Machinery that would be used, their locations, arrangement for conveying and handling materials etc. and obtain prior approval of Engineer-in-charge well in advance of starting of such item of work the Engineer-in-charge reserves the right to suggest modifications or make complete changes in the method proposed by the Agency, whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quantity and progress of the work which shall be binding on the Contactor, and no claim on account of such change in method of execution will be entertained by MBMC Bhayandar so long as specifications of the item remain unaltered. The sole responsibility for the safety and adequacy of the methods adopted by the Agency, will however, rest on the Agency, irrespective of any approval given by the Executive Engineer.

In case of slippage from the approved work programme at any stage, the Agency shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Executive Engineer to the revised programme.

#### **b) CONSTRUCTION EQUIPMENT**

The Agency shall be required to give a trial run of the equipments for establishing their capability to achieve the laid down specifications and tolerance to the satisfaction of the Executive Engineer before commencement of

the work. All equipment provided shall be of proven efficiency and, shall be operated and maintained at all times, in a manner acceptable to the Engineer and no equipment or personnel will be removed from site without permission of the Executive Engineer.

C) PROGRESS SCHEDULE

The Agency shall furnish. within the period of 15 days of the order to start the work, the programme of work-In CPM/PERT charts in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and anticipated completion date of each major item of work to be done by him, also indicating dates to procurement and setting up of material And plant machinery The schedule is to be such as is practicable of achievement towards the completion of whole In the time limit, the particulars Items, If any, on the due dates specified in the contract and shall have the approval of the Engineer-In-charge No revised schedule shall be operative without such acceptance in writing. the Engineer is further empowered to ask for more detailed schedule or schedules say week by week for any item or item, in case of urgency of work- as will be directed by him and the Agency shall supply the same as and when asked for.

The Agency shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress of the schedule. The working and shift hours restricted to one shift a day for operations to be done under the MBMC Bhayandar supervision shall be such as may be approved by the Engineer-in-charge. They shall not be varied without the prior approval of the Executive Engineer each time, if requested by the Agency. The Agency shall provide necessary lighting arrangements etc. for night work as directed by Executive Engineer without extra cost.

Further the Agency shall submit the progress report of work-in prescribed form and charts etc. at periodical intervals, as may be specified by the Engineer and submit periodically returns thereof as may be specified by the Engineer-in-charge.

#### **4 CO-ORDINATION**

When several agencies for different sub-work of the Project are to work simultaneously on the Project site, there must be full co-ordination and cooperation between different Agencies to ensure final completion of the whole Project smoothly. The scheduled dates for completion specified in each contract shall therefore, be strictly adhered to. Each Agency may make his independent arrangement for water, power, housing, etc. if they so desire. On the other hand the Agencies are at liberty to mutual agreement in this behalf and make joint arrangement with the approval of the Engineer. No single Agency shall take or cause to be taken by steps or action that may cause, disruption, discontent, or disturbance of work, labour or arrangements etc of other Agency in the Project localities. Any action by any Agency which the Engineer in unquestioned discretion may consider and shall be dealt with as such.

In case of any dispute, disagreement between the Contractors, the Engineer's decision regarding the coordination, co-operation and facilities to be provided by any of the Agencies shall be final and binding on the Agencies concerned and such a decision or decisions shall not vitiate any contract nor absolve the Agency(s) of his/their obligations under the contract nor consider for the grant for any claim or compensation.

#### **5. ASSISTANCE IN PROCURING PRIORITIES, PERMITS, ETC.**

The Executive Engineer, on a written request by the Agency, will if in his opinion, the request is reasonable and in the interest of work and its progress, assist the Agency in securing the priorities for deliveries transport permits for controlled materials etc. where such are needed. The MBMC Bhayandar will not, however, be responsible for the non availability of such facilities or delay in this behalf and no claim on account of such failures or delay, in this behalf and no claims on account of such failures or delay, shall be allowed by the MBMC Bhayandar.

The Agency shall have to make his own arrangement for machinery required for the work. However, such machinery conveniently available with the Department may be spared as the rules in force on recovery of necessary Security Deposit and rent with agreement in the prescribed form. Such not form a ground for any claim or extension of time limit for this work.

**6. QUARRIES**

6.1 No quarries are available with MBMC-Bhayandar. The Agency (s) shall have to arrange the same himself/themselves.

**7. TEMPORARY QUARTERS AND SITE OFFICE**

7.1 The Agency shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangement, provide housing for them with all Necessary arrangement, including fire preventing measures etc. as directed by the Engineer-in charge.

7.2 The Agency shall provide, furnish, maintain and remove on completion of the work, a suitable office on the work-site for the use of Executive Engineer's representative.

**8. TREASURE - TROVE**

In the event of discovery-by the Agency or his employees, during the progress of the work of any treasure, fossils, minerals or any other articles of value or interest, the Agency shall give immediate intimation thereof to the Engineer and Forthwith hand over to the Executive Engineer such being property of MBMC, Bhayandar.

**9. DAMAGE BY FLOODS OR ACCIDENTS.**

The Agency shall take all precautions against damage by floods or like or from accidents etc. No compensation will be paid to the Agency on this account or for correcting and repairing any such damages to the work during construction shall be liable to make good at his cost any plant or material belonging to the Government lostof damaged by floods or from any other clause which is in his charge.

**10. POLICE PROTECTION**

For the Special protection of camp and of the Agency's works, the Department will help the Agency as far as possible, to arrange for such protection with the

concerned authorities, if so required by the Agency in writing. The full cost of such protection shall be borne by the Agency.

## **11. TRAFFIC REGULATION DURING THE WORK**

11-1 Unless, Separately provided in the Contract the Contractor shall have to make all necessary arrangements for regulating Traffic, day to night during the period of construction to the entire satisfaction of the Executive Engineer. This includes the construction and maintenance to diversions, if necessary The Agency shall have to provide necessary caution boards Barricades, flags, lights and watchmen etc. so as to comply with the latest Motor Vehicles Rules and Regulator and for traffic safety and he shall be responsible for all claims from accidents which may arise due to his negligence whether "in Regulation the traffic or in stacking material on the roads or due to any other reasons.

11.2 The Agency at all times carry out the work on the "road in a manner creating least interference to the flow of traffic, while consistent with the satisfactory - execution of the same. For all works involving improvements & to the existing road, the Agency shall, in accordance with the directives of the Engineer-in-charge, provide & and maintains during the executing of work a passage for traffic, either along, or part of the existing carriageway under improvement or along a temporary diversion constructed close to the road.

Traffic, safety and control shall be as per clause No. 112.4 of M.O.S.T. specifications for roads and bridges (2nd revision 1990)

## **12 INITIAL MEASUREMENTS FOR RECORD**

Where, for proper measurement of the work, it is necessary to have an initial set of levels or others - measurements taken, the same as recorded in the authorized field book or measurement book of MBMC Bhayandar by the Executive Engineer or his authorized representative will be signed by the Agency who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the Agency to get such levels -etc. recorded before starting work will render him liable to accept the decision of the Executive Engineer as to the basis of taking measurement. Like wise the Agency will not cover any work which will render its subsequent measurements difficult or Impossible without first getting the same jointly measured by himself and the autopsied representative of the Executive Engineer. The record of such

measurements on the MBMC Bhayandar side will be signed by the contactor and he will be entitled to have a true copy of the same made at his cost.

### **13 TESTING ETC.:**

The contractor shall make arrangements for testing of all materials for cement concrete, compression test etc. Necessary cubes of 15 cm x 15 cm. Size will be cast as per the directives of the Engineer in charge and as specified in I.S. which shall be tested in Govt. laboratory for compressive strength of mix. The Contractor shall bear all the expenses in this regard and get the cube testing done from approved govt. laboratory.

The weld tests required to be carried out as per the provision of IS shall be at the cost of the contractor and from the reputed Govt. laboratory.

### **14 MISCELLANEOUS**

- 14.1 Item Quoted by Agency shall be inclusive of all Govt. Taxes e.g. Sales Tax, CESS/Octroi etc.
- 14.2 For providing electrical wiring or water lines etc. recesses shall be provided if necessary through walls, slabs, beams etc and later on refilled up with bucks or cement moiled with out any extra cost,
- 14.3 In case it becomes necessary for the due fulfillment of Contract for the Agency to occupy land outside the MBMC Bhayandar limits the Agency will have to make his own arrangement with the land owners and to pay such rents if any are payable as mutually agreed between them.
- 14.4 The special provision, in detailed specification or working of any item shall main precedence over corresponding contradictory provision (if any) in the standard specifications or P. W. D Hand Book where reference to such specification-s is given without reproducing the details in contract.
- 14.5 Suitable separating barricades and enclosures shall be provided to separate material brought by Agency and material issued by MBMC Bhayandar to Agency tender Schedule 'A' same applies for the material obtained from different sources of supply.

- 14.6 The Stacking and storage of construction material at the site shall be in such a manner so as. to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work Suitable precautions shall be taken by the Agency to protect the material against atmospheric actions, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely hood of subsidence of soil; such heavy materials shall be stored on approved platforms.
- 14.7 The Agency shall be responsible for making goods the damages done to the existing property during construction -by his men.
- 14.8 If it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the Agency with the help of the Department at his own cost.
- 14.9 Defective work is liable to be rejected at any stage. The Agency on no account can refuse to rectify the defects merely on reasons that further work has been earned out No extra payment shall be made for rectification.
- 14.10 General directions or detailed description of work, materials item coverage of rate given in the specification are not necessary repeated In the Bill of Quantities. Reference is, however, drawn to the appropriate section clause(s) of the General Specifications in accordance with which the work is to be carried out.
- 14.11 In the absence of specific directions to the contrary the rates prices inserted in the items are to be considered as the full inclusive rate and price for the finished work described there under and are to cover all lab our, materials, wastage, temporary work, plant, overhead charges and profits, as well as, the general liabilities, obligations and risks arising out of the General Conditions of contract.
- 14.12 The quantities set down against the item in the Schedule 'B' is only indicative in nature.
- 14.13 All measurements will be made in accordance with the methods indicated in the specification and read in conjunction with the General Conditions of contract.

If there is any typographic mistake in units of the quantity or at any other places in such cases the stranded code of practices given in hand book / red book or stranded procedure in MJP will be followed and decision of Executive Engineer in this matter will be final & binding on contractor.

14.14 The details shown on drawings and all- other information pertaining to the work shall be treated as indicative and provisional only and are liable to variations as found necessary while preparing working drawings which will be supplied by the MBMC Bhayandar during execution. The Agency shall not on account of which variation be entitled to any increase over the ones quoted in the tender which are on quantity basis.

14.15 The, recoveries if any due from Agency will be affected as arrears of land revenue through the collector of the District.

14.16 Extraneous materials and steps to minimize dust nuisance during construction shall be as per clause II of M.O.S.T. specifications (Second Edition 1990)

## **15 PROTECTION OF UNDERGROUND- TELEPHONE CABLE AND. AERIAL - TELEPHONE WIRES AND POLES, TRANSMISSION TOWERS, ELECTRICITY CABLE AND WATER SUPPLY LINES**

During the execution of work, it is likely that the Agency may meet with telephone cable, electrical, cable, water supply lines, etc. It will therefore, be the responsibility of the Agency to protect it carefully. All such cases should be brought to the notice of the Engineer-in-charge by the Agency and also to the concerned Department. Any damage whatsoever done to these cable and pipelines by the Agency shall be made good by him at his cost.

## **16 MEDICAL AND SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOUR EMPLOYED IN THE CONSTRUCTION BY THE AGENCY.**

- a) The Agency shall provide an adequate supply of potable water for daily use of laborers on works and in camps.
- b) The Agency shall construct trench or semi permanent latrines for the use of the Labours. Separate latrines shall be provided for men and women.
- c) The Agency shall build sufficient number of huts on a suitable plot of land for use of the lab ours according to the following specifications.

1. The Agency must find his own land.

2. The Agency shall construct a sufficient number of bathing places. Washing places should also be provided for the purpose of washing clothes.
3. The Agency shall construct sufficient arrangements for draining away the surface and sewage water as well as water from the bathing and washing places and shall. Dispose off this waste in. such a way as not to cause any nuisance.
- d) The Agency shall engage a medical officer with a traveling dispensary for a camp containing 500 or more persons if there is no Government or other private dispensary situated within 8 kilometer from the camp. In case of emergency the Agency shall arrange at his own cost for transport for quick medical help to his sick worker.
- e) The Agency shall provide the necessary staff for affecting a satisfactory drainage sy MBMC and cleanliness of the camp to the satisfaction of the Engineer At least one sweeper per 200 people should be engaged.

## 17 SAFETY CODE

Suitable scaffolds shall be provided for all workmen that firmly supported on ground or from solid construction except such short period works as can be done safely from ladder. When ladder is used an extra labours shall be engaged for holding the ladder and if the ladder is use for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper - than 1 to 4 (1 horizontal and 4 vertical).

Scaffolding or staging more than 3.25m above the ground or Roofs, swain or suspended from an overhead' support or erected with stationary supports or shall have a guard rail properly attached, bolted, brace' and otherwise assured at least In high above the floor or platform of such scaffolding or staging an extending along the entire length of the outside and ends thereof with only such opening as may h necessary for the delivery of materials. Such scaffolding or Staging shall be so fastened as to prefer it from swaying from the building of structure.

Working platform gangways, and stairways shall he so constructed that they do so sag unduly or i more than 3,25 m above ground level or floor level, it shall

be closely boarded, have adequate width and suitably fenced as described in 2 above.

Every opening in floor of the building or in a Working platform shall be provided with suitable protection to prevent fall of persons or material by providing suitable fencing or railing with minimum height of 1 meter -

Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m in length; width between side rails in a single ladder shall in no case less than 30 cm for ladders up to and including 3 m. in length. For longer ladder this width shall be increased at least 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30cm.

Adequate precautions shall be taken to prevent danger from electrical equipments. No material on any part of the site shall be stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and Lights to protect public from accidents and shall be bound to bear expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to the neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the Agency to be paid to comprise any claim by any such person.

## **18 EXCAVATION AND-TRENCHING**

All trenches, 1.5 meters or more in depth, shall at all times be supplied ladder for each 30 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground, sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope, or security held by timber bracing, so as to avoid the danger of sides collapsing. Excavated materials shall not be placed within 1.3 meters of edge of trench or half of depth of trench whichever is more. Cutting shall be done from top to bottom under no circumstances shall undermining or undercutting be done.

## **19 DEMOLITION**

Before any demolition work is Commenced and also during the, processor the work.

- a) All roads and open areas adjacent to the work- site shall either be closed of suitably protected.
- b) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by operator shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to person employed, from risk or Fire explosion of holding. No floor, roof or other Part of a building shall be so overloaded with debris of materials as to render it unsafe.

All necessary personal safety equipments as considered adequate by the Engineer-in-charge shall b available for use of persons employed on the site and maintained In a condition suitable for immediate use and Agency shall take adequate step to ensure proper use of equipment by those concerned,

- a) Workers employed on mixing asphalted materials cement and time mortars concrete shall be provided with protective footwear and protective goggles.
- b) Those engaged in handling any materials which is injurious to eyes shall be provided with protective goggles.
- c) Those engaged in handling any works shall be provided 'with welder's protective eyes hyoids.
- d) Stone breakers shall be provided with protection goggles and protective clotting and seated at sufficiently safe internals.
- e) When workers are employed in sewer and manholes which are in use. The Agency shall ensure that manhole covers are opened and tm hold are ventilated at least for an hour before workers are allowed to get into them, Manhole opened shall be cordoned off- with suitable tailing and provided with warning single or boards to prevent accident to public.
- t) The Agency shall not employ, men below the age of 18 and women on the work- of painting with. products containing- lead in any form wherever men above the age of 18 are employed on the work of lead painting the following precautions shall he taken.
- i) No paint containing lead or lead product shall be used except in the form of pastor or ready made paint.

- ii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry, Rubbed and scrapped
- iii) Overalls shall be supplied by the Agency to workmen and adequate facilities shall be provided to enable working painters to wash during on cessation of work
- g) When work, is done near any place where there is risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps, taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

**20 Use of hoisting machines and shackles including the attachments, anchorage supports shall con firm to the following**

- a) i) These shall be of good mechanical- construction, round materials and adequate strength and free from potent defects and shall be kept in good repair and in good working order.
- ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and of adequate strength and free from potent defects
- b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the area of 21 years shall he in charge of any hoisting machine including any scaffolding.
- c) Incase of every hoisting machine and of every chain ring hook. Shackle own and pulley block used in hoisting or lowering or as means of suspension safe working load shall be ascertained by adequate means. Every hosting machines and all gear referred to above shall be mainly marked with safe working loads. In case of hoisting machine having a variable safe working load and the conditions under which it is applicable shall be clearly indicated No part of any machine or of gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
- d) In case of departmental machine safe working load shall be notified by the Engineer-in-charge. As regards Agency's machine the Agency's shall modify safe working load of each machine to- the Engineer in-charge whenever he brings, it to site of work and get it verified by the Engineer In-charge.

Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load. Adequate precaution shall be taken to reduce to the minimum the risk of any of a suspended-load becoming accidentally displaced, when work are employed. On electrical installations, which are already energized insulating materials wearing approved such as glove, sleeved and coats as may be necessary shall be provided. Workers shall nor wear any rings, watches and carry keys or other materials which are good- conductors of electricity.

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold ladder equipment shall be altered or removed while it is in use Adequate washing facilities shall be provided at or near places of Work.

These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot persons responsible ensuring compliance with the safety code shall be named there & by the Agency.

- i) To ensure effective enforcement of the rules and regulations reading to safety precautions arrangements made by the Agency shall be open to inspection by the Engineer in charge o his representatives and the inspecting officers,
- ii) Failure to comply with the provision hereunder shall make the Agency liable to pay to the Department as penalty an amount not exceeding Rs. 500/- for each default and decision of the Engineer-in charge shall be final and binding.

Not with standing the above conditions 110 14 the Agency is not exempted from the operation o any other Act or rules enforce.

## **21 SCOPE OF RATES FOR DIFFERENT ITEMS OF WORK:**

For item rate contract, the contract unit rates for different items of work shall be payment in full for completing the work to the requirements of the specifications including full compensation for all the operations detailed in the item wise specifications given in relevant section. In the subsequence of any directions to the Agency the rates are to be considered as the full inclusive rate for finished work covering all labour materials, wastage, temporary work

plant, equipment, overhead charges and profit as well as the general, liabilities obligations and risks arising out of the General Conditions of Contract.

The item rates quoted by the Agency shall unless otherwise specified also include compliance with supply of the following.

- i) General works such as setting out, clearance of site before setting out and clearance of works after completion.
- ii) A detailed program for the construction and completion of works (using CPM/PERT techniques) giving in addition. to construction activities, detailed network activities for the submission and approval of materials, procurement of critical materials and, equipment, fabrication of special products equipments and their installations and testing and for all activities of the employer that are likely to elects the progress of the work, etc. including updating of all such activities on the basis of the decisions taken at the periodic site review meeting or as Directed by the Engineers
- iii.) Samples of various materials proposed to be used on the work for conducting tests thereon as required as per the provision of the contract.
- iv). Design, of mixes as per relevant clauses of the- specifications giving proportions of ingredients, sources of aggregates and binder along with accompanying trial mixes as per the relevant clauses of these specifications to be submitted to the Engineer for his approval before use of the works.
- v) Detailed design calculations and drawings for all temporary works (such as form work, staging, centering, specialized constructional handling and launching equipment and the like)
- vi) Detailed drawing for template, support and end anchorage, details for prescreening cable profiles, bar bending and cutting schedule for reinforcement material for fabrication of structural steel etc.
- vii) Mill test reports for all mild and high tensile steel and cast steel as per the relevant provisions of the specifications.

Testing of various finished items and materials including bitumen, cement concrete bearings as required under these specifications and furnishing test report/certificates these specifications and furnishing test report/certificates.

- ix) Inspections Reports in respect of form work, staging reinforcement and other items of works as per the relevant specifications.
- x) Any other data which may be required as per these specifications or the conditions of contract or any other annexure/schedules forming part of the contract.
- xi) Any other item of work which is not specifically provided in the Bill of Quantities, but which is necessary for complying with the provision of the contract and
- xii) All temporary works, form work and false works.

Portions of road works beyond the limits and or any other work may be constructed by the employee directly through other agencies, Accordingly, other agencies employed by the Employers may b working in the vicinity of the work being executed by the Agency The Agency shall liaise with such agencies and adjust his construction program for the completion of the work accordingly and no claim or compensation due to any reason whatsoever will be entertained, on this account. The employer will be indemnified by the Agency for any claims from other agencies on this account.

## **22. PAYMENTS**

### **A) Running Bills:**

One payments in the months will be, granted by the Engineer-in-charge if the progress is satisfactory. Agency should submit it bills to the Engineer-in-charge in appropriate forms.

### **B) Final Bill**

The Agency should submit it final bill within one month after completion of the work and the same will be paid within 3 months if it is in order. Disputed, item and claims if any shall be excluded from the final bill and settled. separately later on.

## **23 HANDING OVER OF WORK**

All the work and materials before finally taken over, by MBMC, Bhayandar will be the entire liability of the Agency for guarding Maintaining and making good

any magnitude Interim payments made for such work will not alter this position. The handing over by the Agency and taking over by the Executive Engineer or his authorized representative will be always in writing of which copies will go to the Executive Engineer or his authorized representative and the contract for, it is However understood that before taking over such work MBMC Bhayandar will not put into regular use as distinct from causal, or incidental one. Except as specifically mentioned elsewhere in this contract, or as mutually agree to.

- 24 The testing of materials used in the work, like material, concrete cube, etc. will be carried out by the Agency at his own cost.
- 25 The sign boards required at the work site viz., 'work in progress', 'Diversion', etc. should provided by the Agency at his cost. where ever necessary and as ordered out by site Engineer.
- 26 It is necessary to keep the record like cement consumption work, progress report, Laboratory test, monthly progress always on site.
- 27 The excavation should be done carefully in case of damages by the Agency to water supply Pipes, electric or telephone cables, gas pipeline or any other utility services will be made good at the cost of the Agency.
- 28 Agency should give the power of attorney to his representative who attends the Municipal Office for letter correspondence signing of MB Etc.

29 **SPECIAL CONDITION (TECHNICAL)**

- 29.1 The construction material brought at site shall be as per the relevant ISS/BIS standard and offered to the site Engineer for his approval before use. It will be entirely at the discretion of the site Engineer whether to accept or reject the materials brought at site after the prima facie inspection. In case any lot is rejected the same shall be removed by the contractor at his own cost.
- 29.2 The test certificate of material shall be produced by the contractor as per the directions of Engineer-in-charge.
- 29.3 In spite of the production of above test certificate, it shall be at the discretion of the Engineer-in-charge to take random samples. The contractor will have to make all arrangements for taking the sample as instructed by Engineer-in-charge and get the samples of cement/steel and other material tested from the Govt. approved lab/reputed lab at his own cost.

29.6 The tendered rates should be inclusive of all statutory duties and taxes GST levied by

GOI & GOM in all respect

29.7 Procurement of required machinery and plants, other specialized machineries etc. should be done by contractor at his own cost and no extra payment will be made. For reduction of friction between soil and MS Pipe during pushing, suitable arrangement will have to be made to reduce the disturbance of road to the minimum.

29.9 The contractors should use only potable water for construction purpose including curing and they should make their own arrangement for potable water and power supply at their own cost. MBMC will not provide water and electric connection for execution purpose.

### 30. **INSPECTION, REGISTER AND RECORDS**

The contractor/s shall maintain accurate records, plan and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests. The following registers will be maintains at site by the Contractor(s).

#### (i) Work order Register

The Contractor/s shall promptly sign orders given therein by the Engineer or his representative or his superior offices and comply with them. The compliance shall be reported by the contractor/s to the Engineer in good time so that it can be checked.

#### (ii) Cement Register

This register will be maintained to record daily receipt and issue of the cement duly indicating the balance quantity. The quantum of the work done for the cement issued on a particular date will also be maintained.

#### (iii) Steel Register

The register will record the receipts of steel items and details of reinforcements and members wherever steel is used.

(iv) Pipe Stock register (MSA)

This register will be maintained to record daily receipt and issue of the MS pipes duly indicating the balance quantity.

(v) Pipe laying register

This register will be maintained to record daily Chainage wise pipe laying.

(vi) Labour Register

This register will be maintained to show daily strength of labour in different categories employed by the Contractor/s.

(vii) Log book of events

All events are required to be chronologically logged in this book shift wise and data wise.

(viii) Inspection Register / Work order book

An inspection register shall be maintained at the site of work by the agency where to instructions regarding the working etc. shall be record by the Engineer or his executive subordinates. It is the liability of the contractor or his representative at the site to note such instructions wherever asked upon to do so and take action accordingly and comply with these instructions strictly, within reasonable time and without any delay.

(vii) Program and Progress Register

In this register programme as per bar chart submitted by contractor and actual progress achieved will be shown.

**ADDITIONAL  
CONDITIONS OF**

## MIRA BHINDAR MUNICIPAL CORPORATION, BHAINDAR

Name of Work : **Comprehensive Operation and Maintenance of Pure water feeder main Pipeline from Saket Thane to Fatak and Navaghar in MBMC area.**

### ADDITIONAL CONDITIONS OF CONTRACT

#### A) General:

The contract under execution is of operation and maintenance having responsibility of providing 24 hour drinking water to Mira Bhayander Region and is to be let the contract to contractor in consolidated responsibility as a special case. Contract shall be on trial basis of one year. If performance is not found satisfactory contract will be terminated by 15 days notice. Hence following special conditions are imposed and specifically highlighted.

- 1) The Contractor should Construct Temporary site office of minimum 20 sq.mtr. area at Patlipada. The site office should be well furnished with 2 tables, 5 chairs, 1 cupboard etc. for keeping all relevant records regarding Water supply. The Contractor will have to make his own arrangement for obtaining Telephone facility from Telephone authorities. The Contractor shall bear all charges deposits, monthly rental etc. as levied by Telephone dept.
- 2) Maintenance work covered under this Contract is an essential service hence Water supply should be Un-interrupted even on holidays & 24 hours. If Contractor shows disinterest / negligence / lithergy in maintenance of proper & timely Water supply a notice of 8 days will be given & work shall be get done at risk & cost of Contractor.

**B) Special Conditions:**

**1. SCOPE OF WORK:**

Scope of work includes providing skilled semi skilled I unskilled man power, and tools and equipment, required consumables and skilled expertise to operate maintain and carryout repairs to the MBMCs as mentioned in detailed item wise specifications and Schedule 'B'.

The contractor has to provide following staff for operation, maintenance and repair works from Saket to Hatkesh, Bhayander. The uniforms duly approved by MBMC shall be provided to the staff.

a) Engineer	01 Nos.
-	
b) Supervisor	02 Nos.
-	
c) Welder	03 No.
-	
d) fitter	02 Nos.
-	
e) Jalsevak/Helper	12 Nos.
-	
	<hr/>
Total	20 Nos.
-	

**1.1 Supervisor:**

The duties of supervisor will be as under :-

- 1) Patrolling the pipelines.

- 2) Collecting data from field.
- 3) Measuring the quantity of water supplied, taking the readings of water meters.
- 4) Taking O.T. Tests, collecting water samples for laboratory test.
- 5) Fixing duties of valvemen, mazdoors and fitters including supervision on the site.
- 6) Reporting about leakages to Sectional Engineers.
- 7) Reporting the site positions and information to Sectional Engineer daily morning and evening
- 9) Any other work required regarding operation and maintenance.
- 10) It will be responsibility of Supervisor to observe the illegal connections should not be taken on any Feeder Main of MBMC. If any illegal connection observed it should be removed immediately with the help of fitters and valve men cum labour.
- 11) Submitting weekly consolidated report to the Sectional Engineer-in-charge in writing and he should sign. The attendance register kept at Patlipada.

**Facilities to be provided to the Supervisor by the Contractor :-**

- 1) Contractor has to provide Recharge sim card and mobile recharge card every month. The mobile phone should be always kept switched on for 24 hours.

### **1.2 Fitter :-**

Contractor has to appoint well experienced fitters which can be transferred at any place in MBMC Jurisdiction as and when required without intimating to the contractor for any emergency work. If any person refuses to work at appointed place the contractor will have to appoint new person in that place immediately by terminating the previous one.

#### **The duties of fitter will be as under:-**

- 1) Patrolling the pipelines by walking.
- 2) Removing minor leakages with the help of valve men cum mazdoors.
- 3) Repairing Air valves, sluice valves and scour valves etc.
- 4) Disconnecting illegal connections with help of Supervisor and Valve men cum Mazdoors.
- 5) All related works to keep the water supply regular as directed by Engineer-in-charge.

### **1.3 Labours :-**

Contractor has to appoint labours for operation, maintenance and repair work, which can be transferred at any place in MBMC Jurisdiction as and when required without intimating to the contractor for any emergency work. If it is observed that

any person refuses to work at appointed places the contractor will have to appoint new person in that place immediately by terminating the previous one.

**The duties of Labours will be as under:-**

- 1) Operation of valves at appointed places as per given schedule.
- 2) Valve man should report daily to the Supervisor regarding water quantity supplied, position of water supply etc.
- 3) To help the fitters for rectification of leakages, repairing Air Valves, Sluice Valves and Scour Valves etc., disconnecting illegal connections as per the instructions of Supervisor.

**1.4 Pressure Gauge Reader:**

Contractor has to appoint well experienced Pressure Gauge Reader for maintaining hourly record of water pressure gauges installed on both the Feeder mains.

**The duties of Pressure Gauge Reader will be as under:-**

- 1) Keeping hourly pressure gauge readings.
- 2) To convey messages of water pressures to concerned officers.

**1. Illegal connections on Feeder Mains:**

It is complete responsibility of contractor to detect illegal connections and to remove the same immediately. Also the contractor will have to lodge a complaint against the persons taking illegal connections and if necessary police protection may be arranged by the contractor at his cost. The MBMC will cooperate for the same if

found necessary. Any illegal connection found contractor will be held responsible and penal action against him will be taken by recovering the amount of theft of water at Rs.8.00 per cum or suitable amount as directed by the Engineer-in-charge.

**2. Responsibility for payment of wages by the Contractor:-**

1) The contractor will have to pay the wages before 10<sup>th</sup> of every month in advance prior to receive bill payment from MBMC for previous month.

2) The contractor will have to pay his contribution as per the Employee's Provident Fund and Miscellaneous Provisions Act, 1952 and Employee's State Insurance Act, 1948 amended from time to time.

3) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorized representative of MBMC. The contractor shall have to open the Accounts in the name of labour and contractor and should deposit EPF, ESIC & Prof. Tax amount every month and attested challans should be submitted to MBMC before preparing monthly bill.

4) Government service tax will be reimbursed if applicable after submission of original receipt to MBMC.

**3. Monthly Bill Preparation, Submission & Payment:**

i) The required documents for preparation of bill for this work shall be submitted upto 10<sup>th</sup> of every month. The following documents duly attested (True Copy) are to be submitted to MBMC in triplicate.

- a) Typed bill in R.A. Bill form.
  - b) Acquaintance Roll of monthly payment of labour.
  - c) Monthly Muster Roll
  - d) ESIC / EPF / Prof. Tax Challans etc.
- e) The certificate from D.E. maintaining all workers attended duties in uniform approved by E.E.
- f) Log book of Jeep duly signed by users.
- ii) The contractor shall submit all the relevant forms of return e.g. Form No.3, 6 (a) & 9 for EPF and any other forms and submit it to MBMC as and when demanded.
4. Initial contract shall be for one year extendable upto one year on satisfactory performance report from Deputy Engineer, MBMC. Initial contract agreement is to be made on stamp paper of Rs.501- (Cost of stamp paper is to be borne by contractor only).
5. Recovery of absentee of labours will be made from each bill as reported by Deputy Engineer, at the rate proposed in the tender.
6. In case of any accident, it is full responsibility of the contractor / agency to pay workman compensation to Contract labour under workman compensation Act and MBMC will not pay extra separately to the contractor. Accident compensation if any granted by Hon. Labour Court shall be paid by contractor only. He should not claim on this account to MBMC. Contractor should draw Group Insurance

with Life Insurance Corporation including natural death on duty of contract labour of minimum amount of Rs.20,000/- each.

7. Income Tax on gross value of the bill at the prevailing rate will be deducted from each R.A. / Monthly bill.
8. Work contract Tax of the prevailing rate on Gross value will be deducted from each R.A. I monthly bill of the contractor till the agency has produced certificate from Sales Tax Department that not to deduct work Contract Tax for this contract. No reimbursement on this account is admissible.
9. Service tax on labour component is compulsory to pay by the agency and same will be reimbursed to agency by MBMC office on production of original receipts. If the agency fail to pay service tax time to time the same will be recovered from the agency with panel rate as applicable.
10. Contractor / Agency has to issue identity card having the signature of their authorized person to each member with their designation and other details of Duty etc.
11. Contractor will be held responsible for any theft of material, machinery etc. There shall not be any illegal business in plant / work premises by any person I employee.
12. If there is loss of MBMC property including pumping machinery etc. due to negligence of Contract labour, same shall be recoverable from agency at the rate recommended by Deputy Engineer.

13. Contractor shall timely report the arrangement made for the purpose of transportation work including Jeep Registration number.
14. Overtime expenses shall be fully borne by agency, except supervisor and driver which will be prepared and paid after submission of diary to the office.
15. Monthly payment made by contractor to their labours shall be inclusive of all i.e. annual admissible leaves, medical leaves weekly of etc. Contractor is empowered to deduct the daily wages / salary for any absentee from wages of contract labour.
16. Agency shall submit details of duties and responsibility statement of each contract labour through Deputy Engineer, MBMC, within 15 days from the date of work order. However decision of Deputy Engineer, shall be final regarding duties to be fixed.
17. Contractor shall produce police-record report regarding character of the contract labour employed as and when demanded by MBMC.
18. It is not permissible to increase the number of contract labour in any case.
19. Agency shall submit the weekly report of the operation work in detailed through Deputy Engineer, to Managing Director for acceptance and suggestions.

20. Separate register for material supplied by agency, issued by department, consume and balance shall be maintained by the agency.
21. Contract Agreement under execution constitutes the full and complete understanding between the parties here to the said contract agreement including validity, performance or breach there of. If the parties hereto cannot reach by mutual understanding the same shall be referred to Board of Director Meeting of the MBMC as an Arbitrator and whose decision shall be final and binding on the parties hereto.
22. Contract labour under this agreement can be transferred any where in the jurisdiction of MBMC as and when required.
23. The different machineries required for M & R work should be provided as and when required during breakdown on emergency basis. No work should be hampered due to non availability of material and machinery.
24. The Contractor should see that no illegal water connections are done one Transmission Mains/ Feeder mains. It is responsibility of Contractor to keep watch by patrolling. If illegal connection is found it should be immediately informed to Engineer-in-charge & disconnected. If it is found that the Contractor is involved in this, legal action against Contractor will be taken.

25. The Contractor has to provide 1 (One) Jeep for operation, maintenance & Repair works. The vehicle will be used for patrolling transmission mains from Saket, Thane to Bhayander - Fatak and in the jurisdiction of MBMC as and when required.
26. The Contractor must appoint One experienced Supervisors for overall monitoring of all M&R works covered under this Contract. They should be present at Patlipada. They should have a mobile phone and two wheeler for proper Co-ordination with MBMC officials, Concerned local bodies. This Supervisor will work for Saket, Thane to Fatak, Bhayander. Payment for two wheelers will be made separately.
27. There is separate agency for O,M & R of water Treatment plant at Temghar. In order to run the entire water supply syMBMC. Necessary Co-operation should be given by Contractor without any reservation especially during the period of shutdowns and in emergency situations.

**28. IDENTIFICATION BADGE WITH IDENTITY CARD:**

Contractor will have to provide identification badge with title name plate strip to be displayed on shoulder or front pocket to each staff as approved by Engineer-in-charge along with identity card etc.

**29. HOLIDAYS AND LEAVES:**

Weekly off and leaves should be given to staff as per relevant labour rules, during holidays / causal leaves / earned leaves etc. and contractor shall arrange for the

substitute the MBMC shall not make any separate payment or overtime for these substitute provided by the Contractor during above periods.

**30. CONDUCT:**

All employees of the Contractor shall follow the instruction of Engineer-in-charge. If any employee misbehaves with Engineer-in-charge he/she should be immediately removed from duty and substitute for that should be employed by the Contractor. If contractor fails to do so as non-refundable penalty of Rs.100/(Rupees One Hundred only) per day per such case will be recovered from the bill.

**31. MACHINERY REQUIRED:**

Vehicles such as Motor Cycles / rickshaw, cycles etc. besides jeep required for maintenance and repairs of various components or conveyance of messages in respect of power or machinery failures or routine instruction etc. shall be arranged by the Contractor to attend the site immediately for not to hamper the water supply indefinitely.

No extra payment shall be made for transportation required for maintenance and repairs from one site to another. The vehicles shall be in the charge of Engineer-in-charge and shall be ready for 24 hours for day to day maintenance and operation.

**32. TENDER TO BE STRICTLY TO TENDER CONDITIONS AND SPECIFICATIONS:**

It should be clearly noted that the Contractor has to strictly comply with the conditions and specifications laid down in the tender and no variation or deviations are permissible. Deviations made by the tenderer submitting the tender without following above instructions would result in treating the tender as conditional and it would not be binding on the MBMC to consider such conditional tender. In case the conditional tender is accepted due to oversight or any other reasons. It shall be treated as unconditional and all the conditions! deviations from NIT and minutes of pre-bid conference shall be treated as null and void for all purpose.

### **33. GOVERNING OF LABOUR LAWS:**

The contractor shall be fully responsible for making arrangements entirely at his cost for housing all labour employed by him and make necessary satisfactory arrangements for the same as may be required under the rules and laws of the central Government, State Government or local body, MBMC's quarters if available may be given on rental basis, but it is not binding on the MBMC. All the rules regarding workman's compensation etc. shall be binding on the Contractor without any claim on MBMC No guarantee shall be given by the MBMC to provide quarters to all the staff employed by the agency. So also food grains for the labour shall be arranged by the contractor where it is not available in the open market.

### **34. ACCIDENT ON THE WORK**

The contractors shall be fully responsible for any accident may occur to the labour on his work on duty and report the same to the Engineer-in-charge and concerned

government labour department authority and shall pay all necessary compensation as per rules, failing which it may be paid by MBMC from the amount payable to him. Contractor shall also be fully responsible for any loss to any individual or public property occurred due to him or his workers under the scope of this contract.

**35. LABOUR LICENCES:**

Agency has to produce labour licence from labour department and its timely renewal is to be got done. Also agency has to pay to his labors as per labour act and should protect the interest of labour. Agency has to maintain various labour register as necessary as per labour act and should produce on demand. Other facilities like leave with pay overtime, bonus etc. are to be paid to labours without any extra claim. The agency is bound to comply the remarks raised by concerned labour authority for the tenure of contract.

**36. LOSS OR DAMAGES AND IDENTITY AGREEMENT:**

The contractor shall be responsible during the progress as well as maintenance for any liability imposed by law for any damage to the work of any part thereof or to any of the materials or other things used in performing the work of injury to any person or persons or for any property damaged in or outside the works limit. The Contractor shall indemnify and hold the owner and the Engineer harmless against any and all liability, claims, loss or injury including cost expenses and attorney's fees incurred in the defence of same arising from any allegations whether groundless or not, or damage or injury to any person or property resulting from the performance of the work or from any cause whatever during the progress and

maintenance of the work. The agency has to properly maintain all register and other records as per labour act and factory act and other Governing laws! rules / laws. The agency should produce all such records as and when required (even after within three years from the completion of work).

**37. SAFETY OF CONTRACTORS STAFF & LOSS TO CONTRACTOR BY TERRORIST:**

The work under this contract are in the proximity of Mumbai, where the activities of terrorists is increasing day by day. The safety of his staff is his sole responsibility and any loss due to above if occur to contractor that will not be entertained by MBMC.

**38. USE OF SITE:**

The contractor shall not unreasonable encumber the site with material and equipment. The Contractor should not use land for his private purpose. Use of MBMC's land for the purpose of housing of the labours may be permitted by MBMC but it is not binding on MBMC.

**39. COMPLIANCE:**

The contractor shall be bound by all ordnance acts codes, rules, regulations, orders and decrees of which in any way affects conduct of work or workman engaged for the works. The Contractor shall protect and indemnify compensation the MBMC against any claim or liability arising from violation of above.

#### **40. HANDLING OF CHEMICALS:**

Safety and facilities to the staff for handling of chemicals and equipments is an important consideration. Handling of chemicals needs Special attention. Following instructions are for guidance of the Contractor and observing them strictly at his cost.

#### **41. CHLORINE (T.C.L. POWDER)**

At the time of mixing T.C.L into ESR precautions to be taken. Chlorine vapour is extremely hazardous avoid prolonged breathing suitable gas mask may be used anticoloro solution shall be ready for quick relief.

Special precaution for keeping store room well ventilated be seen before entering, smoke test be carried out.

As chlorine is a dangerous gas and above certain levels inhalation of this gas is fatal. Therefore, it is essential that all operators working with chlorine are considered to be familiar with dangers of the gas. It is imperative to have protection equipments always readily available at site at the contractor's cost.

#### **42. TESTS:**

Routine residual chlorine tests should be performed and recorded to control the operation. All testing and sampling procedures should be carried out in accordance with standard methods for the examination of water and waste water published by the American Public Health Association. All analysis should be recorded in the registers as per predetermined formats based on guide lines given in CPHEEO manual on water supply. The contractor should send samples of ESR to Public Health Department Laboratory at Thane as per necessity of work necessary testing charges will be paid by MBMC. But it is responsibility of agency to collect and send

the samples and get it tested. If agency fails to do so, recovery at Rs.500/- per instance will be made.

**43. MAINTENANCE AND SUBMISSION OF RECORD TO MBMC:**

The Contractor shall maintain various record as per prescribed format by MBMC. and submit the same once in a week. The details are as below:-

1. Daily water meter reading from meter fixed at various places.
2. At places where water meters are not provided daily water levels of ESRs / GSR and nos. of times ESR filled daily qty. of water supplied through each ESR/ GSR with token Signature of authorized Grampanchayat representative.
3. Upto date record of valve operation of each feeder main and sub-feeder main.
4. Record of break down! shut down at each feeder main and sub feeder main.
5. Residual chlorine test at various point of ESR/ GSR.
6. Job register containing date of complaint, type of complaint and compliance done by agency, material consumption and date of compliance of complaint duly signed with concern Mistry/ Mukudam/ Engineer-in-charge.
7. T.C.L. consumption register at every ESR in rural area and at Bhiwandi office.
8. The supervisor of contractor should inform the daily water meter reading, ESR levels breakdown to concerned Engineer in charge on telephone every morning.

**44. NO INTEREST ON DUES:**

No interest shall be payable by dept. on the amounts due to contractors pending final settlement of the claims.

**45. POWER OF ATTORNEY:**

In case of tenderer is a firm or a company it shall in its forwarding letter mention the name of partners and of the persons who could hold the power of attorney, authorizing him to conduct the transactions on behalf of firm or company and shall produce certified true copy of power of attorney and partnership deed along with tender and original shall produced for verification on demand.

**46. EXTRA ITEMS:** It is binding on the contractor to carry out such extra works as and when required and ordered in writing will be ordered when the same can be carried out by the contractor in the opinion of the Engineer in charge as internal part of the main work either in addition alteration or legitimate and reasonable extra item cropped up will be paid at current sanctioned scheduled of rates of the M.J.P. / P.W.D. division. The decision of the MBMC will be binding. Payment of extra item will be released only after it approved finally by the appropriate Authority i.e. Board of Directors Meeting / Governing Committee.

1. Unless or otherwise specifically provided for either in the item or in the specifications or in the schedule of supply of materials, all items in tender are inclusive of the cost of all materials required for the execution of the item and such of them as are not proposed to the notes below will be provided by the contractor of the approved type and make.

2. Other unforeseen items to be done in course of work will have to be done by the contractor as per specification in P.W.D. Hand Book Vol. I & II.
3. The contractor shall be responsible and liable to pay any damage to public property.
47. The contractor shall make proper and economic use of all the materials supplied by the Government whether free of cost or on payment and whether directly to him or through any other person for utilization in the execution of the contract. He shall keep the account of such materials in suitable book which would be available for inspection by the Engineer-in-charge by the MBMC. The contractor will be responsible for proper handling the safe custody of all materials deliver to him by government for use on work and shall return to government all surplus materials after completion of the work. The materials charge to the contractor and remaining surplus will be taken back and paid for and as required by Department. All surplus materials supplied to the contractor free of charge will be returned to government and delivered to places as directed and if any shortages are noticed or material found in damaged or unserviceable condition the cost therefore as fixed by the MBMC will be recovered from the contractor.
48. In case of legal dispute for materials brought and stored at site without permission of Engineer-in-charge contractor will be responsible for all legal dispute at his own cost and consequences without reference to Government.
49. Contractor shall give receipt of all materials issued either free of cost or at cost. In case if received free of cost he will make a mention of the same specifically in receipt book.
50. Extra charges of claims in respect of extra works shall not be allowed unless the work to which they relate are clearly without the spirit and meaning of the specifications or unless such works are ordered in writing by the MBMC and claimed for in specified manner before the work is taken in hand.

51. If it is found that a agency or owner of a agency working in the MBMC, misused the Power of Attorney for cheating to MBMC, given by the another agency which also working in MBMC, then no blank form to both the said agencies will be issued.
  
52. Salary specified in the tender should be paid to employed labour. Rise/Amendment in salary as per government norms (Minimum Wages Act) will be applicable and binding on contractor should quote accordingly. No reimbursement of any kind of rise is admissible to contractor. It is to be paid by the contractor to the labour only.
  
53. If agency/ tenderer not communicate their unwillingness to do the work beyond original time limit /extended time limit well before 3 months of expiry. It will be binding to the contractor to execute work for further 3 Months or finalization of new agency / contract whichever is earlier after said time limit.
  
54. During extension period if there is rise in wages contractor is bound to pay first accordingly and will be paid / reimbursed to contractor.

SCHEDULE "A"

## MIRA BHAYANDER MUNICIPAL CORPORATION

### SCHEDULE 'A' OF B1 TENDER

**NAME OF WORK : Comprehensive Operation and Maintenance of Pure water feeder main Pipeline from Saket Thane to Fatak and Navaghar in MBMC area.**

Schedule 'A' showing (approximately) the materials to be supplied from the Departmental Store for the work contracted to be executed and the rates at which they are to be charged for.

Sr. No.	Particulars	Quantity	Rate at which the materials will be charged to the contractor	Unit	Place of Delivery
	1590 mm dia M.S. Pipe 1350 mm dia M.S. Pipe	As per requirement	Nil	RMT	Store

CONDITIONS OF  
SCHEDULE "A"

## MIRA BHAYANDER MUNICIPAL CORPORATION

**NAME OF WORK : Comprehensive Operation and Maintenance of Pure water feeder main Pipeline from Saket Thane to Fatak and Navaghar in MBMC area.**

### **Conditions of supply under Schedule 'A'**

1. Materials indicated in the schedule above will only be supplied by the Corporation at the issue rates shown against them and only on production of unstamped receipt thereof.
2. Materials will be issued at the place of delivery indicated in the schedule. Carting of materials from Corporation Store to site of work will have to be done by the Contractor at his own cost.
3. Contractor shall maintain account of materials received from Corporation and its consumption. The account shall be produced for review of the Inspecting Officer as and when demanded.
4. Contractor shall at the site of work provide a leak-proof pucca shed, with proper double locking arrangements to store materials, issued by the Corporation.
5. The stores shall be accessible for checking by Corporation Officer whenever desired.
6. If, after completion of work, materials issued by Corporation is found surplus and unused, such surplus materials in good condition only shall be returned to the Corporation at its place of delivery indicated in the schedule. Transport required therefore will be at Contractor's cost. For such materials, rates allowed will be rates as indicated in Schedule 'A' minus (-) Storage charges at 3% (Percent). Contractor shall therefore be cautious in getting materials issued.
7. If surplus material is misused or is not returned by the contractor, recovery at double the issue rate indicated above or market rate whichever is high will be made.
8. Portland or Pozollana cement whichever is available will be supplied in jute bags. Each bag shall be considered as having 50 kgs. cement in it. No cement will be issued on actual weighment basis.

Note : The tenderer submitting the tender should see that the rates in the above schedule are filled up by the Executive Engineer on the issue of the form prior to submission of the tender.

I/We have carefully studied the various items mentioned in schedule B herein above with the scope of work and detailed specification and all other terms and condition of this tender, also inspected the work site. On the basis of that I/we hereby undertake to execute the work of MBMC water Distribution Scheme .

Note :- 1) All work shall be carried out as per Public Works Department Hand Book and Other Specification of the MJP/Corporation or as directed.

2) Rates quoted include clearance of site (Prior to commencement of work and site moisture weather etc.)

**SCHEDULE "B"**

**MIRA BHAYANDER MUNICIPAL CORPORATION**  
**Water Supply Department**

**Name of work :- Comprehensive Operation and Maintenance of Pure water feeder main Pipeline from Saket Thane to Fatak and Navaghar in MBMC area**

**Shedule B**

Quantity as per Sanction	Item of Work	Estimated Rate		Unit	Total Amount according to Estimate	Specification		Additional Specification
		In Figures	In Words			Clouse No	Page No	
1	2	3	4	5	6	7	8	9
	Item No.1 :-Comprehensive Operation and Maintenance							

Contractor/Agency

No. of Correction

Executive Engineer

12.00	Comprehensive Operation and Maintenance of Feeder Main Water Pipeline Network 1) 1590 mm dia from Saket pump house Thane to Patalipada Thane, 2) 1350mm dia from Patalipada Thane to Hatkesh Miraroad east, 3) 1350 mm dia from Hatkesh Miraroad east to kanakia miraroad east 4) 1000 mm kanakia miraroad east to Navaghar bhayandar east. 5) 1000 mm dia from Hatkesh Miraroad east to Fatak bhayandar east. including routine operation, daily patrolling, preventive maintenance, leakage detection, emergency breakdown attending, excavation in all types of soil/road surface, Dewatering, repairing leaks/bursts/joint failures, supplying & fixing repair clamps, gaskets, bolts, nuts, rubber gasket packing and other fittings, welding/fabrication works, maintenance of sluice valves, butterfly valves, air valves, scour valves and flow meter, cleaning and repairing valve chambers, anticorrosive painting of rusted valves and pipeline, temporary protection works, safety barricading & traffic management, providing all necessary skilled/unskilled manpower, tools, machinery like gas cutting set, welding machine set, welding rod, oxygen and cooking gas cylinder, generator vehicles, consumables, safety equipment, maintaining logbooks & reports, coordination with other departments, and all include other necessary works required for ensuring uninterrupted operation of feeder main pipeline, complete as directed by the Engineer-in-Charge.”	1024465.00	Rs. Ten lac twenty four thousand four hundred sixty five only	Per Month	12293580.00			As per the Direction given by the Engineer in Charge
	Item No.2 :- Providing following machinery on rental basis							
200.00	A) JCB with operator cum driver	1401.00	Rs. One thousand four hundred one only	Hour	280200.00			As Above
30.00	B) Concrete breaker with operator	3495.00	Rs. Three thousand four hundred ninety five only	Day	104850.00			As Above
100.00	C) Crane with operator cum driver	1879.00	Rs. One thousand eight hundred seventy nine only	Hour	187900.00			As Above
50.00	D) poclain with operator cum driver	2862.00	Rs. Two thousand eight hundred sixty two only	Hour	143100.00			As Above

Contractor/Agency

No. of Correction

Executive Engineer

60.00	E) Truck with driver	3243.00	Rs. Three thousand two hundred forty three only	Day	194580.00			As Above
	Item No.3 :- Supply of Material							
	A) Sluice Valves							
	Providing double flange sluice valve confirming for IS-14846 including worn gear arrangement as per test pressure ,stainless steel spindle ,caps including inspection charges ,transportation upto departmental store, unloading,stacking excuding GST Leived by GOI & GOM in all respect etc. complete.							
20.00	200 mm dia sluice valve	22297.00	Rs. Twenty two thousand two hundred ninety seven only	No	445940.00			As Above
10.00	300 mm dia sluice valve	43765.00	Rs. Forty three thousand seven hundred sixty five only	No	437650.00			As Above
	B) Air Valve(Tamper Proof )							
	providing and supplying at site ductile iron/sperodical graphite(S.G) iron single/double chamber tamper proof air valve without isolating sluice valve .Valves in accordance with BSEN 1074-4of P.N 10/16 rated with body and bonate of ductile iron confirming to EN 1563/IS 1865 Gr.500/7 or Gr 400/15 floats guide seat ring of stainless steel 1.4436/1.4036 seat ring gasket of WRAS approvrd EPDM rubber (suitable for drinking water ) internal fasteners of stainless steel A2 Body and Bonate coated inside and out side with electrostatically applied epoxy powder coated blue colour (suitable for drinking water ) as per DIN 30677-2 & GSK guidelines with a coating thickness of min. 250 micron .Flange connection as per IS 1538 raised face & pressure testing at manufactures works shall be done as per IS 14845 including transportation charge excluding GST levied by GOI & GOM in all respect etc. complete (for PN 10&16)							
10.00	200 mm dia	31689.00	Rs. Tirty one thousand six hundred eighty nine only	No	316890.00			As Above

Contractor/Agency

No. of Correction

Executive Engineer

	C) MS Pipe							
	Manufacturing, providing and supplying spirally welded /ERW/SAW/ fabricated M.S.pipes (CommercialQuality) including procurements of plates, gas cutting to required size rolling, tack welding assembling insuitable lengths to form pipes, welding on automatic welding machine and forming'V'edge on both ends of pipes including railway freight, insurance, unloading from railway wagon, loading into truck, transport to stores, unloading, stacking excluding GST levied by GOI & GOM in all respect, etc, complete as per IS-3589 and IS-5504 as applicable as per specifications (No negative tolerance in thickness is permissible) thickness 9.5 mm							
50.00	MS pipe 200 mm dia	4619.00	Rs. Four thousand six hundred nineteen only	Mtr	230950.00			As Above
	D) MS Special							
5000.00	Providing and supplying ISI standard MS specials of required thickness with 3coats of approved make epoxy paint (Shalimar,Cibaor Mahindra & Mahindra make) from inside and outside excluding all statutory duties & taxes such as GST levied by GOI & GOM in all respect, inspection charges, transportation to stores /site,and stacking,etc.complete.	92.00	Rs. Ninety two only	Kg	460000.00			As Above
	E) RMC							
50.00	Providing Concrete and M-15/ laying in of trap/ granite / quartzite gneiss metal for foundation bedding including bailing out water, form work, compaction, curing, etc. complete.(Cement5.90bags/cum) M-150	5881.00	Rs. Five thousand eight hundred eighty one only	Cum	294050.00			As Above
	F) Valve Safety Grill							

6.00	Providing structural steel work in rolled sections like joists, channels, angles, tees, etc. as per detailed designs and drawings including fixing in position without connecting plates, braces, etc. and one coat of anticorrosive paint and over it two coats of oil painting, of approved quality and shade, etc. complete. (Bd-C-2/275)	89542.00	Rs. Eighty nine thousand five hundred forty two only	MT	537252.00			As Above
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**Total  
Rs. 15926942.00**

I/we herby agree to execute the above work at % below/above/estimated cost.

Contractor/Agency

No. of Correction

Executive Engineer

**DETAILED ITEMWISE  
SPECIFICATION**

# MIRA BHYANDAR MUNICIPAL CORPORATION

NAME OF WORK:- COMPREHENSIVE OPERATION AND MAINTENANCE OF  
PURE WATER FEEDER MAIN PIPELINE FROM SAKET  
THANE TO FATAK AND NAVAGHAR IN MBMC AREA

## DETAILED ITEMWISE SPECIFICATION

### ITEM NO.1: COMPREHENSIVE OPERATION AND MAINTENANCE

The work under this tender shall include Comprehensive Operation and Maintenance (O&M) of the Feeder Main Water Pipeline Network comprising the following pipelines:

1. 1590 mm dia Feeder Main from Saket Pump House, Thane to Patalipada, Thane
2. 1350 mm dia Feeder Main from Patalipada, Thane to Hatkesh, Mira Road (East)
3. 1350 mm dia Feeder Main from Hatkesh, Mira Road (East) to Kanakia, Mira Road (East)
4. 1000 mm dia Feeder Main from Kanakia, Mira Road (East) to Navghar, Bhayandar (East)
5. 1000 mm dia Feeder Main from Hatkesh, Mira Road (East) to Fatak, Bhayandar (East)

As directions of the Engineer-in-Charge, to ensure safe, efficient, reliable, and uninterrupted water conveyance

#### 1. System Operation and Monitoring

Operation of feeder main pipelines as per approved hydraulic conditions, pressure requirements, and departmental instructions. Monitoring of pressure, discharge, flow, and system behavior to avoid water hammer, excessive pressure, and pipeline stress. Regulating water supply through proper operation of sluice valves, butterfly valves, air valves, and scour valves and others. Ensuring balanced and controlled operation to minimize losses and failures.

#### 2. Routine Inspection and Preventive Maintenance

Daily patrolling of the entire pipeline alignment, valve chambers, air valve locations, scour points, crossings, and vulnerable stretches. Identification and rectification of potential weak points such as corrosion, joint seepage, settlement, vibration, and unauthorized activities near pipelines. Preventive maintenance of pipelines, valves, chambers, supports, thrust blocks, and appurtenant structures.

#### 3. Leakage Detection and Water Loss Control

Systematic detection of visible and non-visible leakages using patrolling, pressure observation, flow analysis, and other suitable methods. Immediate reporting, isolation, and repair of leaks, bursts, joint failures, and valve malfunctions. Measures to control Non-Revenue Water (NRW) and avoid wastage of treated water.

#### **4. Emergency Breakdown Maintenance**

Attending emergency breakdowns round-the-clock, including during nights, holidays, and in any season. Isolation of affected pipeline sections by operating valves, dewatering, and safe execution of repair works. Restoration of water supply at the earliest with temporary or permanent repairs, as deemed necessary by the Engineer-in-Charge.

#### **5. Excavation, Repair, Testing and Reinstatement**

Excavation in all types of soil, hard strata, rock, and across all road surfaces, footpaths, drains, and crossings. Dewatering of trenches as soon as possible with necessary dewatering pumps and work areas as required. Carrying out repairs using approved repair clamps, specials, gaskets, bolts, nuts, collars, rubber packing's, welding and fabrication works. Pressure testing, flushing, and disinfection of repaired pipeline sections, wherever applicable. Backfilling, compaction, and reinstatement of roads, pavements, and surfaces to original condition.

#### **6. Valve, Appurtenance and Instrument Maintenance**

Operation, inspection, lubrication, servicing, and maintenance of all sluice valves, butterfly valves, air valves, scour valves, reflux valves, and allied appurtenances. Ensuring air valves function properly to prevent air locking and vacuum conditions. Maintenance, cleaning, calibration coordination, and minor repairs of flow meters and measuring instruments. Cleaning, painting, repairing, and maintaining valve chambers including covers, frames, masonry, drainage, and access arrangements.

#### **7. Corrosion Control and Protective Measures**

Periodic inspection of pipelines and valves for corrosion and deterioration. Surface preparation and application of approved anti-corrosive painting/coatings to exposed pipelines, valves, fittings, and steel components. Temporary and permanent protective measures to safeguard pipelines against external damage, water logging, and aggressive soil conditions.

#### **8. Safety, Health and Environmental Compliance**

Providing adequate safety barricading, caution boards, warning lights, reflective tapes, and night signals at work sites. Traffic management and diversion arrangements in coordination with traffic authorities. Compliance with safety norms, labor laws, and occupational health guidelines. Proper handling and disposal of excavated material, water, and waste without causing environmental nuisance.

## **9. Manpower, Machinery and Materials**

Deployment of qualified supervisory staff, skilled and unskilled labor for O&M activities. Providing all necessary machinery, tools, vehicles, welding and gas cutting equipment, generators, pumps, safety gear, consumables and vehicles for transportation required for comprehensive maintenance. Availability of emergency teams, equipment, and materials at short notice/phone call for immediate response.

## **10. Records, Documentation and Reporting**

Maintenance of records such as daily operation logbooks, patrolling registers, breakdown reports, valve operation logs, material consumption records, and repair history. Submission of periodic reports (daily/weekly/monthly) including details of breakdowns, repairs, water loss incidents, and preventive maintenance carried out. Assisting the department in asset management, system assessment, and future planning.

## **11. Coordination and Statutory Compliance**

Coordination with Water Supply, Road, Electrical, Traffic, Police, MIDC, and other concerned departments for execution of works. Obtaining necessary permissions and ensuring compliance with statutory and local authority requirements.

## **12. Other Incidental and Allied Works**

Carrying out all other incidental, ancillary, and necessary works required for comprehensive operation and maintenance of the feeder main water pipeline system, whether specifically mentioned or not, but essential as and good engineering practice, to ensure uninterrupted and efficient water supply, complete as directed by the Engineer-in-Charge.

### **ITEM NO. 02: PROVIDING FOLLOWING MACHINERY ON RENTAL BASIS**

#### **B) HIRE CHARGES OF COMPRESSOR WITH BREAKER:**

Compressor is to be provided by agency as and when required. Item will be paid on per hour basis actual use on work. To and fro journey will not be counted extra. Item includes the oil, diesel, required etc. and also includes the charges of operator, helper and all other accessories required for machinery.

The use of machinery should be made economically and machinery should not be kept idle on work, after it is brought for leakage rectification work.

#### **A,C,D & E) CRANE / HYDRA, POCLAIN, TRUCK/DHUMPER & JCB WITH OPERATOR:**

The contractor should provide crane / Hydra, Poclain, Truck/Dumper & JCB on hire basis as and when required for urgent rectification and heavy leakage work, as per direction of Engineer-in-charge. Payment for same will be made for actual duration used on leakage rectification work. Payment will be on per hour basis. It should be seen that use of crane / Hydra, Poclain, Truck/Dumper & JCB should be kept minimum.

**Mode of Measurement and Payment:**

The measurement will be recorded and paid on per hour basis.

**ITEM NO. 03: SUPPLY OF MATERIAL**

**A) SLUICE VALVES**

Providing & supplying at site of ductile iron/ spherical graphite (S.G.) iron D/F non- rising spindle resilient seated glandless sluice valves with hand wheel & without bypass arrangement. valves in accordance with BS 5163 of PN 10 / 16 rated, with body and bonnet of ductile iron conforming to IS 1865 Gr. 500/7 or Gr.400/15. Wedge fully encapsulated WRAS approved EPDM rubber (approved for drinking water), Wedge nut brass shaft of stainless ...etc.

As Directed by Engineer – in – charge.

**B) PROVIDING, SUPPLYING HIGH PERFORMANCE KINETIC AIR RELEASE VALVE**

providing and supplying at site ductile iron/spheroidal graphite(S.G) iron single/double chamber tamper proof air valve without isolating sluice valve .Valves in accordance with BSEN 1074-4of P.N 10/16 rated with body and bonate of ductile iron conforming to EN 1563/IS 1865 Gr.500/7 or Gr 400/15 floats guide seat ring of stainless steel 1.4436/1.4036 seat ring gasket of WRAS approvrd EPDM rubber (suitable for drinking water ) internal fasteners of stainless steel A2 Body and Bonate coated inside and out side with electrostatically applied epoxy powder coated blue colour (suitable for drinking water ) as per DIN 30677-2 & GSK guidelines with a coating thickness of min. 250 micron .Flange connection as per IS 1538 raised face & pressure testing at manufactures works shall be done as per IS 14845 including transportation charge excluding GST levied by GOI & GOM in all respect etc. complete As Directed by Engineer – in – charge

(These specifications cover general provision and requirement and are supplementary

to the General Conditions of the Contract).

The high performance kinetic air release valves will be inspected by Engineer in charge not below the rank of Executive Engineer. The MBMC water authority reserves its right to check the technical details of the valves to modify the technical requirements and the contractor will have to provide the valves accordingly. The design of the valves shall be got approved from the General

Manager before placing order will the manufacturers. The valves shall be strictly in accordance with following specifications.

### **1) Medium of Constructions:**

#### **Kinetic Valve:**

Body - Cast Iron BJS 210 Gr. FG 200/260

Cover - Mild Carbon Steel

Floats - Big and small (oval shaped and with rolling seal) SS 304

Seals - Neoprene Rubber

Nozzels - GM with Neoprene rubber

Gaskets - Neoprene rubber

Studs and Nuts - High tensile carbon steel

#### **Design and Testing**

Standards - AWWAC 512-92

Pressure Class - PN 16

Working Pressure - 16 *kg/cm<sup>2</sup>*

#### **Test Pressure**

Seat Test Pressure - 20 kg / cm<sup>2</sup>

Shell Test Pressure - 20 kg / cm<sup>2</sup>

Air release test under hydro pressure - 16 kg / cm<sup>2</sup>

Flange drilling standard - IS 1538

Test pressure - 20 kg/ cm<sup>2</sup>

### **2. INSTRUCTION MANUAL :**

The contractor shall furnish 3 copies of the manual. The manual shall cover technical literature, instructions regarding lubrication, assembly, dismantling of the valves and accessories, preventive maintenance, illustrative sketches / drawings, spares parts, materials, specifications chart etc.

### **3. PACKING AND HANDLING**

The Contractor shall dispatch from the manufacturer's works goods adequately protected to prevent damage and deterioration during transportation

and storage etc. The packing is to be quite robust to withstand rough handling during the transit by road / rail and storage. Where the stores are required to be dispatched at Railways risks, special packings as per IRCA, rules are absolutely necessary, which would be extra by the Contractor.

The contractor shall use proper handling equipment or follow suitable handling methods is to be load and unload the materials at various stages of handling to prevent damage to the Goods and Equipments.

#### **4. GUARANTEE**

The contractor shall repair or replace without charges all materials and equipment which fail to perform in a normal, proper or specified manner for a period of 24 months after final acceptance of the works and shall repair and replace all materials and equipment damaged by breakages and other faults. The owner reserves the right to make temporary repairs as necessary to keep the equipment in operating condition without voiding the contractor's guarantee nor relieving the contractor of his responsibility during the guarantee period.

#### **5. SPARE PARTS, TOOLS :**

The tenderer shall prepare a list of spare parts, tools which they consider to be adequate for five years normal operation, and shall furnish the current unit prices for such spares, tools, the prices of the spares and tools shall not be considered for evaluation purposes, unless otherwise spares and tools are specified in the Bill of Quantities.

The detailed description of spare parts and tools shall be furnished. The owner will decide which of these spares and tools are required to be procured.

#### **6. TESTING :**

All the valves shall be tested at manufacturer's works as per relevant is in presence of Third Party Agency approved by Engineer-in-Charge. The scope of inspection in given below.

a) Review of raw materials test certificates and quality control procedure.

b) Body and seat test as per I.S.

## **7. HYDRAULIC TESTS**

All valves shall work hydraulically to test pressure of 16 kg. / sq.cm.

### **PART -II (MATERIAL) GENERAL :**

#### **1. APPLICABILITY OF SPECIFICATION :**

The following clauses shall specify general mechanical requirements and standards of workmanship for the goods. General specification clauses shall apply appropriately except where particularly re-defined in the individual sections of the specification. Where materials to be used for, any component have not been laid down in the specification, the contractor shall use, with the consent of the Engineer-in-charge, only those materials in such composition as have been proven in actual service nationally and internationally to be the most suitable for the particular purpose.

#### **2. ADHERENCE TO STANDARDS :**

Where reference is made in this specification to a standard or code of practice issued by the Indian Standard Institution or their equivalent, this shall be followed scrupulously.

#### **3. STANDARDS, REGULATIONS AND SUPERVISING ENGINEER'S APPROVAL:**

The design, workmanship, materials, strength and dimensions of all parts shall be to the satisfaction of the Engineer-in-charge and shall comply with one or more of the latest standards, regulations and codes issued by the following.

- a) The Indian Standard Institution (ISI)
- b) AWWA C 512-92

#### **4. DESIGN AND WORKMANSHIP IN GENERAL :**

The design materials and workmanship shall be in accordance with the best modern practice and generally conforming to IS.

The workmanship and general finish shall be of first class quality and in accordance with best workmanship practice.

The component parts of various valves in particular size and type shall be completely interchangeable.

The product shall be of proven quality rendering reliable service with ease of maintenance and minimum servicing.

#### **5. MATERIAL :**

The term "Material" shall mean all materials and articles of every kind whether raw, processed or manufactured which are used in the manufacture of goods to be supplied this contract.

All materials incorporated in the works shall be most suitable for the duty concerned and shall be new and of first class commercial quality, free from imperfection and selected for long life and minimum maintenance.

#### **6. BODY :**

Body design should ensure that there are no recesses or pockets sheltering escaping air. Also the large orifice chamber in the ordinary (non-kinetic) design should be such that the floating ball inside is free to drop to the bottom without any obstruction when the water level goes down.

Isolating valve shall be sluice valve type and shall be generally in accordance with I.S. 780 of pressure class corresponding with main Kinetic Air Valve Pressure Class.

#### **7. ACCESSORIES AND ADDITIONAL FEATURES:**

Guides for Small Orifice Floats,

For all types of air valve suitable gun metal or brass lined guides may be provided for small orifice floats. The clearance between the floats and guides shall not exceed 3 mm per side.

#### **8. INSPECTION:**

The inspection of valve will be provided by firm approved by MBMC at the cost of contractors. The purchaser or his authorized representative shall have access to the manufacturer's works at all reasonable times to inspect the assembled valves to his order.

**9. PREPARATION FOR DISPATCH:**

Each valve shall be drained, cleaned, dressed inside and outside and prepared to meet appearance specification and suitable protected for dispatch in such a way as to minimize the possibility of damage and deterioration during transit and storage.

**10. PROTECTION OF EXPOSED MACHINED SURFACE:**

When required exposed machined surface shall be coated with suitable rust preventive compound.

**11. COATING:**

Coating material shall not impart any taste and odor to the water. It shall not contain any ingredient injurious to health, neither shall it be affected by water drying nor shall it have any ill effect on the quality of water, it shall not also be affected by heat and cold.

Two coats of Black to type B of IS:341 :1971 or paint conforming to type 2 of IS:158:1968 or as specified by the purchaser shall be applied.

**11.1 COATING METHOD:**

When black paint as per IS:158 is used coating shall be one by brushing or spraying. When coating material is epoxy paint the method of application shall be specified by the Purchaser.

**11.2 APPEARANCE AFTER COATING:**

The finish coated surface shall be free from base spots, bubble blistering, sticking of foreign matter, excess floating and other harmful defects.

**12. MARKING:**

Body marking shall be preferably integral or on place securely fixed by the body.

The marking shall be as follows:

- a) Nominal diameter.
- b) Nominal pressure rating.
- c) Manufacturer's name or trade mark.

The air valve should be of standard make or of make approved by MBMC.

### **B) MS PIPE**

Manufacturing, providing and supplying spirally welded /ERW/SAW/ fabricated M.S. pipes (Commercial Quality) including procurements of plates, gas cutting to required size rolling, tack welding assembling in suitable lengths to form pipes, welding on automatic welding machine and forming 'V'edge on both ends of pipes including railway freight, insurance, unloading from railway wagon, loading into truck, transport to stores, unloading, stacking excluding GST levied by GOI & GOM in all respect, etc, complete as per IS-3589 and IS-5504 as applicable as per specifications (No negative tolerance in thickness is permissible) thickness 9.5 mm

### **C) READY MIX CONCRETE**

Providing Concrete and M-15/ laying in of trap/ granite / quartzite gneiss metal for foundation bedding including bailing out water, form work, compaction, curing, etc. complete.(Cement5.90bags/cum) M-150

### **F) VALVE SAFETY GRILL**

Providing, fabricating and fixing safety grill / protective enclosure for air valves installed on feeder main water line, using structural steel work in rolled sections such as angles, channels, flats, tees etc., as per approved design, drawing and site requirements. The work shall include cutting, bending, welding, grinding and proper shaping of steel members to form a rigid safety grill of required size and pattern, ensuring adequate ventilation, easy operation and maintenance access to the air valve, and protection against unauthorized access, theft and accidental damage.

The scope shall include transportation of steel material to site, erection and firm fixing of the safety grill in position on concrete pedestal / masonry / foundation as directed by the Engineer-in-Charge, including necessary anchoring, embedding, welding or bolting (excluding separate connecting plates,

braces, gussets unless specified). The contractor shall ensure correct alignment, plumb, level and structural stability of the grill.

After fabrication and erection, the complete steel work shall be cleaned of rust, scale, oil and dust, and one coat of approved anticorrosive primer (red oxide or equivalent) shall be applied, followed by two coats of oil paint of approved quality, color and shade, suitable for outdoor exposure and water supply installations.

The work shall also include all tools, labor, scaffolding, safety measures, curing time, and protection during painting, testing for stability, and compliance with departmental specifications, safety norms and instructions of the Engineer-in-Charge. The rate shall be inclusive of all materials, labor, leads, lifts, royalties and incidentals required to complete the work satisfactorily.

**13. MODE OF PAYMENT:**

1. 80% payment will be made on supply on site.
2. 20% payment will be made after satisfactory commissioning.

## **DECLARATION**

I hereby declare that I have made myself thoroughly conversant with the local conditions regarding all materials and other expenses such as cylinder, transportation, vehicles, fuel cost, octroi, availability of water etc. and labour on which I have based my rates for this work. The specifications and requirements for this work have been carefully studied and understood by me before submitting the tender. I undertake to use only the best materials, to be approved by the Engineer-in-charge if the work or his duly authorized representative before starting the work and also to abide by his decision.

I hereby undertake to pay the labour engaged on the work as per minimum wages Act 1984 applicable to the zone concerned or any other as applicable.

**Contractor's Signature**