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MIRA- BHAYANDAR MUNICIPAL CORPORATION

(WATER SUPPLY DEPARTMENT)

TENDER NOTICE NO. 27 (2025-26)

For

Name Of Work:- Supply of Liquid chlorine 100 kg cylinder at
different STP in MBMC area.

Executive Engineer
Water supply dept.
Chhatrapati Shivaji Maharaj marg,
Bhaindar (w) Ph. 2819 2828
Mira -BhaindarMunicipal Corporation

SAVE WATER EVERY DROP COUNTS

Issued to:.....

Contractor

No. of Corrections

Executive Engineer

Mira-Bhayandar Municipal Corporation
Water Supply Department

Supply of Liquid chlorine 100 kg cylinder at different STP in
MBMC area.

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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. 27 (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 सिस्टीमद्वारे भरणा 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 / अनुपस्थितीत 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)	निविदेचा प्रकार	कंत्राटदार	इसारा रक्कम	सुरक्षा अनाम	निविदा फॉर्म फी	कामाची मुदत
1.	भुयारी गटार योजनेअंतर्गत मलनिःसारण केंद्रांची दैनंदिन देखभाल दुरुस्ती करण्यासाठी लागणाऱ्या लिक्वीड क्लोरीन सिलेंडर पुरवठा करणे	रु.19,51,100/-	B-1	-	रु.19,511/-	5%	रु.500/- + रु.90/- GST = रु.590/-	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/27/2025-26
दि.21/01/2026

Contractor

No. of Corrections

Executive Engineer



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. 27 (2025-26)

Mira Bhaindar 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 Deposit.

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 Bhaindar 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 Bhaindar Municipal Corporation.

Hon. Commissioner of Mira Bhaindar 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 (SD)	Cost of Tender documents (In Rs.)	Period of Completion
1.	Supply of Liquid chlorine 100 kg cylinder at different STP in MBMC area.	Rs.19,51,100/-	B-1	-	Rs.19,511/-	5%	Rs.500/- + Rs.90/- = Rs.590/-	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 Bhaindar Municipal Corporation

No :- MNP/WS & Sew/27/2025-26
Date :- 21/01/2026.

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Mira-Bhayandar Municipal Corporation
Water Supply Department

DETAILED TENDER NOTICE NO. 27 FOR YEAR 2025-26

Mira Bhaindar Municipal Corporation (MBMC) invites tender through e-Tendering system for **Supply of Liquid chlorine 100 kg cylinder at different STP in MBMC area** from the manufactures/Authorised Dealers of Liquid Chlorine Gas.

1. Name of Work:

2. Supply of Liquid chlorine 100 kg cylinder at different STP in MBMC area.

3. Estimated cost:

Rs. 19,51,100/- (Rupees Nineteen Lakhs fifty one Thousand one Hundred Only.)

4. Earnest Money Deposit:

Rs. 590/- (Rupees Five Hundred ninety Only) is be submitted by the contractor by online receipt system of MBMC.

5. Security Deposit:

Total 5.00% (Five percent) Security Deposit will be recovered.

- a) Initial Security Deposit will be 5% of the estimated cost or contract value whichever is higher in the form of D.D. / F.D.R. / Bank Guarantee from Nationalized bank (Bank Guarantee valid up-to the expiry of defect liability period) in the enclosed form in favor of the Commissioner, Mira Bhaindar Municipal Corporation, and complete the contract documents failing which his Earnest Money will be forfeited by Corporation.
- b) Stamp Duty - Stamp duty at 2% 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 of the Mira Bhaindar Municipal Corporation, to pay any interest on the Security Deposit paid 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 of the contract.

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6. Tender Programme:

1	Blank tender forms are available for download	23/01/2026 to 02/02/2026 upto 12.00 Hrs.
2	Submission of tender online.	On or before 02/02/2026 up to 13.00 Hrs.
3	Opening of Technical bid on website. (Envelop no .1)	On 04/02/2026 At 12.30 Hrs.
4	Estimated Cost	Rs. 19,51,100/-
5	Earnest Money Deposit	Rs. 19,511/-
6	Cost of Blank Tender Set	Rs.590/-
7	The blank tender forms are available for download on MBMC Website https://mahatenders.gov.in	
8	For participating in the tender procedure the Contractor has to enroll himself with https://mahatenders.gov.in	
9	The digital signature is mandatory. The Contractor will have to purchase it from any government digital certificate authority.	
10	The Contractor has to submit the Tender online only.	
11	The Contractors should have to submit through EMD on line receipt system.	
12	For any other queries, bidder can contact Help Line No. 0120-4200462, 0120-4001002.	

6) Time of Completion:

12 months (Twelve Months) including monsoon. This will be counted from the date of work order.

7) Cost of Blank Tender Form:

Blank tender forms can be download from above mentioned website. The Tender cost Rs.590/- (Rupees Five Hundred Ninety Only) (Non-Refundable) shall be paid by online.

8) Validity of the Offer:

120 (One Hundred Twenty) days from the date of opening of the tender, Completed bids in the prescribed formats with requisite enclosures should indicate that the bid would remain valid for a period of 120 days from the date of opening of the bid. In exceptional circumstances, prior to the expiry of the bid validity period, Commissioner MBMC may request the Contractor in writing to extend the period of validity for a specified additional period. A Contractor may refuse the request without forfeiting its EMD, but a

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Contractor accepting the request will not be allowed to modify his bid but will be required to extend the validity of the bid for the period of extension.

9) Eligibility criteria

Tender shall be submitted in two separate sealed Envelopes. The Tenderer shall submit the tender and documents in two sealed envelopes as below:

a) Envelope No.-1: Technical Bid

1. Form Fee Receipt		(Online Form fee Receipt - Scan Copy)
2. Earnest Money Deposit Receipt		(Online Earnest Money Deposit Receipt (Scan Copy))
3. Balance Sheet of Last 3 Years.		(C.A. certified copy of Balance sheet (Scan Copy). (In Year of 2022-23, 2023-24, 2024-25))
4. GST Registration Certificate.		(GST Registration Certificate (Scan Copy))
5. The bidders should be company, registered under Indian Companies Act,1956/2013 or partnership firm registered under the Indian Partnership Act or Proprietary concern. Self – attested documentary proof should be provided.		(Scan Copy)
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	- 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. OR 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. OR One similar completed work costing should not be less than the amount equal to 80% of the
		Similar work completion certificate 40% 03 Works 50% 02 Works 80% 01 Works (Scan copy) (In Year of 2020-21, 2021-22, 2022- 23, 2023-24, 2024-25)

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		estimated cost. In same work following work should be done by bidder.	
7. Bidder Should have the Valid Petroleum and Explosives safety organization (PESO) license in their name.			(Scan Copy)
8. 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			(It will be mandatory for the tenderer to submit an affidavit in the prescribed format as Annexure No. 1 on Rs. 500 stamp paper only dated after the date of publication of the tender. Otherwise, the said affidavit will not be considered)
9. The Bidder Shall not be Blacklisted in any other government / semi government / Urban Local bodies on contractors letter head. The Bidder organization shall upload an undertaking			(Submission of declaration letter by the tenderer regarding non-blacklisting. (Scan Copy))

All above documents shall be enclosed in the Envelope No.1

b) Envelope No.-2: Financial Bid

The second Envelope clearly marked as Envelope No. 2 It shall contain only main tender including unconditional covering letter.

The Tenderer should quote his offer on printed B-1 forms of the tender in word and figure at the appropriated place of tender documents to be submitted only in Envelope No.2. He should not quote this offer anywhere directly or indirectly in Envelope No.1. 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 be 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 Bhaindar 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 Bhaindar Municipal Corporation, Bhaindar.

10) Opening of Tender:

The tenders will be opened on the date specified in the Tender Notice in the presence of the intending bidders or their authorized representative to whom they may choose to remain present.

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Following procedure will be adopted for opening of the Tender.

a) 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.

b) Envelope No.-2

After opening of Envelope No.1 if contents of Envelope No.1 (Technical Bid) are found to be acceptable then only Envelope No.2 (Financial Bid) shall be opened. The tendered rates in B-1 Form on the basis of percentage above/below/at par of the estimated rates put to tender shall then be read out.

11) Deduction of Taxes -

Works Contract Tax / VAT and Income Tax on gross value of the bill, at the prevailing rate will be deducted from each R.A. / Final bill of the contractor till the contractor has produced certificate from Sales Tax Dept. / Income Tax Dept. to the effect that not to deduct work Contract Tax /VAT/ Income Tax for this contract at source.

No reimbursement on this account is admissible.1% of Actual value of work will be deducted from each R.A. bill and Final Bill as a cess under the provision of Building & other construction works welfare Cess Act. 1996. No reimbursement on this account is admissible.

12) Rates Quoted in Tender -

The Quoted rates shall be inclusive of all taxes, duties, levies, Service Charges CESS (LBT) etc complete (including Sales Tax, Custom duty, VAT, Income Tax, Works Contract Tax, Service Tax, Octroi etc.) as amended from time to time. No extra payment on this account shall be made to the contractor. Rise in rate of any type of taxes and duties or new taxes and duties imposed by the Govt. after quoting offer are also not admissible for reimbursement.(At present MBMC charges CESS tax as per directions of the State Govt., In case State Govt., direct to charge Octroi instead of CESS, that will be binding to the contractor).

13) No deviation of Contractual Terms and Conditions -

All bidders are cautioned that tender containing any deviation from the contractual terms and conditions, specifications or other requirements are liable to be rejected as non-responsive. Payment of excess quantities under

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cl.38, escalation-price variation and extra items, will be made only after approval of MBMC, Bhaindar. All materials/equipments to be used for this work shall be fully tested at manufacturer's works as per International Standards (if any applicable) or BIS Standards and in presence of Engineer-In-Charge and Third party inspection appointed by MBMC, Bhaindar. All testing, inspection charges shall be borne by the Contractor only.

13) Return of Earnest Money Deposit -

Earnest Money Deposit of first three lowest bidders will be returned to the tenderers after the first lowest/ successful tenderer furnishes initial Security Deposit and duly enters into the Contract. E.M.D.'s of remaining bidders will be returned immediately on their written request.

15) Dispute -

In case of dispute or difference of opinion arising between Engineer in charge & Contractor matter will be refer to the Commissioner, Mira Bhaindar Municipal Corporation. The decision of Commissioner will be final and binding & to bidder.

16) Rules regarding insurance, workman's compensation, labour etc.

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, Bhaindar, in addition to regular Govt. insurance-Director of Insurance, Mah. State mentioned in B-1 Form of tender.

17) Defect liability period -

The defect liability period for this work shall be 06(Six) months from date of completion or commissioning of entire work in all respect whichever is later. Initial security deposit and security deposit recovered through R. A. bills will be refunded only after satisfactorily completion of defect liability period. After completion of work and payment of final bill S.D. recovered through R.A. bill's will be refunded against B.G. /F.D.R. of 18 months validity from the date of completion/Final Bill.

18) Foreign exchange -

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The tenderer whose tender is accepted is required to note that no foreign exchange will be released by the Mira Bhaindar Municipal Corporation.

19) Negotiations

The Commissioner MBMC may carry out negotiations with the lowest Contractor for modification of the bid by the calling the bidder in office. In this 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.

20) Earnest Money Deposit - forfeited

The Earnest Money Deposit shall be forfeited in event of the following:

- 1.If the Bidder withdraws his offer before the validity of the tender expires.
2. If the successful Bidder fails to deposit the Security deposit in accordance with the tender conditions.

21) 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 Bhaindar Municipal Corporation whose decision will be final and binding on tenderers.

22) ENQUIRIES -

For Clarifications, if any, can be sought from:

Executive Engineer (Water Supply Dept.)

Mira Bhaindar Municipal Corporation

Indira Gandhi Bhavan, Chattrapati Shivaji Maharaj Marg,

Bhaindar Maharashtra State, INDIA

Ph.- 022-28192828/28193028 Extn: 107 Fax - 022-28197636

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

To,
 The Commissioner
 Mira Bhayandar Municipal Corporation, Bhayandar

Sub: Supply of Liquid chlorine 100 kg cylinder at different STP in MBMC area.

(Estimated cost Rs. 19,51,100/-)

Dear Sir,

Tenderer's Offer

I/We hereby tender for the execution, for MIRA BHAYANDAR 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.

In figures as well as in words

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Memorandum

1 A General Description

Supply of Liquid chlorine 100 kg cylinder at different STP in MBMC area.

- | | |
|-----------------------------|--|
| B. Estimated Cost | Rs. 19,51,100/- |
| C. Earnest Money | Rs. 19,511/- |
| D. 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. |
- 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 180 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.

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Agency _____

Name & Address _____

Dated _____ day of _____ 20

(Witness _____

Name & Address _____

Occupation _____

The above tender is hereby accepted by me for and on behalf of the Mira
Bhayandar Municipal Corporation

Officer _____

Dated _____ day of _____ 20

Signature of Agency before submission of tender

Signature of witness to Agency's signature)

Signature of the officer by whom accepted

Executive Engineer

Mira- Bhayandar Municipal Corporation.

CONDITIONS OF CONTRACT.

Security Deposit. **Clause 1** : Person/ persons whose tender may be accepted (hereinafter called the contractor) shall (A) (within one day for a contract of Rs.1,000 or less two days for a contract of more than Rs.1,000 up to Rs.2,000 and so on, up to a limit of ten days for a contract or Rs.10,000 or more, of the receipt by him of the notification of the acceptance of his tender) deposit with the Sub Divisional Officer/ Executive Engineer either in cash or in Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) a sum which with the amount of the earnest money deposited by him with his tender will make up the full Security deposit* or (B) (permit the Government at

**** This deposit will vary from 1 % to 10% of the estimated cost of the materials to be supplied according to the circumstances of the case.***

the time of making any payment to him for work done under the contract to deduct such amount to ___ percent of money, so payable

Sum as will (with the earnest-money deposited by him)

Such deductions to be held by the Government by way of Security Deposit) : provided

\$ This percentage where no security deposit is taken, will vary from 5% to 10% according to the requirements of the case.

always that in the event of the contractor depositing a lump sum then and in such case if the sum so deposited shall not amount to

by way of security deposit as contemplated at (A) above,.

\$ per cent of the total estimated cost of the materials to

c The amount of this percentage (not exceeding 10%) shall be fixed in every case to suit requirements, e.g. if it is fixed at 8% and the security deposit only amount to 5% of the estimated cost of materials to be supplied, then 3% shall be deducted from every payment. If

be supplied if shall be lawful for the Government at the time of making any payment to the contractor for work done under the contractor to make up the full amount of per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensations or other sums of

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the percentage is fixed at 10% and the Security deposit amounts to 6% only then 4% shall be deducted and so on.

money payable by the contractor to the Government under the terms

of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from interest arising there from any sums which may be due or may become due to the contractor by the Government 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 10 days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash may at the cost of the depositor be converted into interest bearing securities provided that the depositor has expressly desired this in writing. If the amount of the security deposit to be paid in a lump sum within the period specified a (A) above is not paid, the tender/ contract already accepted shall be considered as cancelled and the legal steps taken against the contractor for recovery of the amounts. The security deposit lodged by a contractor shall be refunded after the expiry of three months from the date on which the final bill is paid.

Liability of contractor for failure in delivery of materials.

Clause 2 : The contractor shall deliver the materials on or before the dates mentioned in the tender, failing which he shall be liable to pay a sum of Rs. 300/- as and for liquidated damages for every day that he shall delay the delivery of the said materials.

No claim to compensation for loss thus sustained.

Clause 3 : In every case in which the delay mentioned in clause 2 shall continue for consecutive days, the Officer competent to dispose to the tender shall have power either to annul the contract altogether or to have the supply completed without further notice at the contractor's risk and expense, as he may deem necessary in the interest so the Government and the contractor shall no claim to compensation for any loss that he may thus incur on account of the action of the said officer.

No compensation for restriction work.

Clause 4 : If at any time after the execution of the contract documents, the Executive Engineer or his Assistant shall for any reason whatsoever, not require the whole or any part of the work as specified in the tender to be carried out, the Executive Engineer or his Assistant shall give notice in writing of the fact to the contractor(s) who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he/they might have derived from the execution of the work in full but which he/ they did not derive in consequence of the amount of the

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work not having been so carried out.

Extension of time. **Clause 5** : If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Officer in charge of the work who shall grant in writing with the sanction of competent authority on reasonable grounds being shown for it. In the absence of such written authority of the Executive or Assistant Engineer, the contractor shall have no claim to exemption from the fine leviable under clause 2.

Approval of and receipt for materials. **Clause 6** : The contractor shall give notice to the Executive Engineer or his Assistant of his intention of making delivery of materials, and on the materials being approved, a receipt shall be granted to him by the Executive Engineer or by his Assistant and no materials which is not so approved shall be considered to have been delivered.

Certificate. **Clause 7** : On the completion of the delivery of the materials the contractor shall be furnished with a certificate to that effect but the delivery shall not be considered to be complete until the contractor shall have removed all rejected materials and shall have approved materials stacked or placed in such position as may be pointed out to him.

Payment for materials. **Clause 8** : The materials to be supplied shall be of the best quality and in strict accordance with the specification and the contractor shall receive payment for such materials only as are approved and passed by the Executive Engineer or his Assistant. Should the Executive Engineer consider that any of the materials delivered are not of the best quality or are not in strict accordance with the specifications but that they may be accepted and made use of it shall be within his full discretion to accept the same at such reduced rates as he may fix thereon.

Action when inferior materials is supplied. **Clause 9** : In the event of the material being considered by the Officer in charge of the work to be inferior to that described in the specifications, the contractor shall on demand in writing, forthwith remove the same at his own cost and in the event of his failure to do so within such period as may be named by the Executive Engineer or his Assistant the said Officer may have such rejected material removed at the contractor's risk and expense, the expense so incurred being deducted from any sums due or which may become due to the contractor.

Action for damages. **Clause 10** : If the Contractor or his workmen shall break or deface any building, road, fence, enclosure or grassland or any cultivated land, he shall repair or replace the same and if any damage has been done, he shall make good the same at his own expense, and in the event or is refusing or failing to do so, the damage shall be made good at the contractor's expense by the Officer inviting the tender who shall deduct the cost from

Contractor

No. of Corrections

Executive Engineer

any sums due or which may become due to the contractor or from his security deposits or the proceeds of sale thereof or a sufficient portion thereof.

*Supply of Tools
Plant etc. by
contractor for the
fulfillment of
contract.*

Clause 11 : The contractor shall supply at his own expense all tools, plants and implements required for the fulfillments of his contract, and the materials shall remain at his risk till the date of final delivery, except such portion as shall have been in the meantime removed for use by the Executive Engineer or his Assistant.

*Delivery on
Sundays.*

Clause 12 : No materials shall be brought to the site of the work or delivered on so days, without the written permission of the Officer in charge of work.

*Sub letting of
contract.*

Clause 13 : This contract shall not be sublet without the written permission of the Executive Engineer. In the event of the contractor sub- letting his contract without such permission, he shall be considered to have thereby committed a breach of the contract, and shall forfeit his security deposit, and shall have no claim for any compensation for any loss that may account on account of the collection of the materials or engagement entered into.

*Compensation
under the
Workman's
Compensation Act.*

Clause 14 : The contractor shall be responsible for and shall pay any compensation to his workmen which may be payable under the Workmen's Compensation Act, 1923 (VII of 1923, hereinafter called the said Act, for injuries suffered by them. If such compensation said by the Government as principal under sub-section (I) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section(3) of the said section, such compensation shall be recovered in the manner said down in clause : above.

*Decision of Supdt.
Engineer to be
final.*

Clause 15 : The decision of the City Engineer for the time being shall final binding and conclusive on all questions relating to the meaning of the specification.

*No Guarantee that
materials
indicated in the
schedule will be
ordered.*

Clause 16 : No guarantee can be given that the total number of quantities of materials indicated in the schedule of the contract will be ordered during the period of the contract but the Executive Engineer shall purchase from the contractor all such materials as an detailed in the schedule which he may require to purchase during the period of the contract.

*Contractor be and
to complete the
work and rate
mentioned in
contract.*

Clause 17 : No claim or claims made by the contractor for increased rate on the grounds that the market or other rates, included in the contractor, have risen during the period of his contract will be recognized, that is to say, the contractor is bound to complete the work and/ or to supply materials at the rates mentioned in the contract.

Contractor

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Executive Engineer

*Refund of Quarry
fee and Royalties.*

Clause 18 : All quarry fees, royalties, octroi dues and ground rent for stacking materials if any, should be paid by the contractor who will however be entitled to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer in charge that the materials were required for use on Government work.

*Maximum age of
persons employed
and employment
of donkeys or
other animals.*

Clause 19 :

- (i) No contractor shall employ any person who is under age of 12 years.
- (ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breeching must be at least three inches wide and should be of tape (nawar).
- (iii) No animal suffering from sores lameness or emaciation or which is immature shall be employed on the work.
- (iv) The Executive engineer or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.
- (v) The contractor shall pay fair and reasonable wages to the workmen employed by him in the works undertaken by him. In the event of any dispute arising between the contractor and his workmen on the ground that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer shall be conclusive and binding on the contractor but the existence of the dispute or the decision, if any, of the Executive Engineer shall not in any way affect the conditions in the contract regarding the period during which the work is to be completed or the payment to be made by the Government at the sanctioned tendered rates.

*Method of
Payment.*

Clause 20 : Payment to contractors will be made by cheque

*Acceptance or
additions
compulsory before
tendering work.*

Clause 21 : Any contractor who does not accept these conditions shall not be allowed to tender for works, and his name shall be removed from the list of contractors.

Supplier

**Executive Engineer
Water Supply Department
Mira Bhaindar Municipal Corporation**

Contractor

No. of Corrections

Executive Engineer

Mira Bhaindar Municipal Corporation

Name of Work: Supply of Liquid chlorine 100 kg cylinder at different STP in MBMC
area

SCHEDULE - B of Tender

Qty.	Item of work	Rate Per No.	Rate in Word	Unit	Amount
358.00	Supply, installation and comissioning of Liquid Chlorine Cylinder at site, Chlorine shall be confirming to ISO & IS along with manufactures test certificate of 100 kg capacity Cylinder. The rate shall inclusive of all taxes & duties & transportation charges etc.	5450.00	Rs. Five thousand four hundred fifty only	No	1951100.00
Total Rs.					1951100.00

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

Contractor

**Executive Engineer
Water Supply Department**

Contractor

No. of Corrections

Executive Engineer

Mira Bhaindar Municipal Corporation

Name of Work: Supply of Liquid chlorine 100 kg cylinder at different STP in MBMC area.

TERMS AND CONDITIONS FOR SUPPLY LIQUID CHLORINE CONTAINERS

1. Imp: If manufacturer is new, inspection will be carried out by PMC Engineer to confirm presence of IBR, certified Boiler, evaporator and digester of adequate capacity to ensure uninterrupted supply of Liquid Chlorine in terms of quantity and quality. If manufacturer does not have any of the above his offer will be out rightly rejected and manufacturer may be subject to black listing.
2. The delivery of material shall be given to the consignee and places as mentioned in the order. Certificate of delivery will be obtained from the consignee by the supplier and such certificate in original should be attached to the bills against this contract by the supplier.
3. The Material will be deemed to have been accepted only when the delivery challan has been obtained from the consignees. Quantity will be accepted only after weight made by the consignee, at the time of taking delivery. However, the weighing charges will be borne by the supplier. In case the consignee perform any quality test on the material from a reputed laboratory and observes that the quality of material is not as per 15 specification, in such case the delivered material shall have to be taken back by the supplier and shall have to be replaced with acceptable quality material otherwise the further procurement or from such supplier shall be stopped and the security deposit of such supplier shall be forfeited.
4. Delivery of material shall be completed within specified time from time to time as per supply order date of the consignee.
5. It will be responsibility of the supplier to lift the unacceptable material without transportation charges for rejected material and to replace the correct material within the time as specified from consignee store without extra charges.

Contractor

No. of Corrections

Executive Engineer

6. The quantity in the tender is approximate and same will be increased or decreased by 25%. The rate accepted in the tender shall apply to the excess or less quantity also.

7. In the event of any dispute about suitability of the material the decision of the Commissioner, Panvel Municipal Corporation will be final and binding.

8. If the supplier fails to supply the material within stipulated period as per supply order by the Corporation, the material will be purchased from the local supplier and difference if any between the rate of original supplier and local supplier will be recovered from the original supplier at the risk and cost and dues payable to him from his subsequent bill or from his security deposit.

Liquidated damage at Rs.6000/- (Six Thousand) per day will be charged extra. For non supply of material within time schedule, till the regular supply as per schedule.

9. In any case if any change in quality is observed, then the supplier has to take back the material at his risk and cost.

10. The successful supplier will have to execute an agreement in Form 'D' after completion of tender procedure. The agreement executed in prescribed form will be treated as a part and parcel of this tender. Supplier will have to execute an agreement on stamp paper of Rs. 500/- as per rules and pay the stamp duty as required.

11. Tenderer shall furnish his full address including telephone numbers of his person to whom the staff of water works can contact for urgent need and for any other problems.

12. In the event of partnership firm, name and address of all the partners shall be furnished.

13. The offer shall be valid for 120 (one hundred twenty) days only from the date of receipt of tender.

14. Rates quoted shall be excluding GST but inclusive of insurance, including loading, unloading, stacking and transportation charges from factory to store at WTP Panvel by road and stacking as per direction of Engineer-In-charge or his representative.

Contractor

No. of Corrections

Executive Engineer

15. Materials will be inspected by the consignee and got tested at the nearest Govt. Public Health Laboratory/Govt. recognizes Laboratory / College. Supplier should forward Laboratory test certificate i.e. manufacturer's test report and third party inspection report for minimum quantity. City Engineer or his authorized representative will also take sample for testing from each lot of 50 MT and above from actual supply received and get it tested at Govt. Laboratory or any recognized Laboratory. The supplier shall depute his representative at the time of collecting of samples if he wishes. In case of any dispute regarding testing, the samples from said batch will be tested at Govt. Laboratory. The decision of City Engineer shall be final and binding on supplier. Test decision of sample taken by Department is strictly binding on the supplier. All materials supplied, not tally with the ISI specification same will be rejected. Consignee will intimate the supplier about rejection of material. If any material is damaged during transit, Corporation will not be responsible for such damaged materials.

16. The delivery of material shall accompany Manufacturer's test certificate which should be confirmed as per relevant IS Code (Revised). Sealed random samples will be taken from the material so supplied and got tested by Engineer from the District Public Health Laboratory/VITI, Mumbai/Government recognized Institute, having facility of testing the material. The 100% payment will be made on receipt of test report and against those samples of the materials which shall have both test reports confirming to 15 with latest amendments. Initially the expenditure for carrying out these tests will be borne by the Corporation, however, this expenditure for testing shall be recovered from the bill payable to the agency.

17. Manufacturer's guarantee certificate for replacement of defective goods shall be enclosed for a period of 12 (Twelve) months.

18. Half yearly certificate from the supplier that if any refund of excise duty is received in respect of the supply is made against the certificate mentioned above, the supplier would pass on the benefit of refund of the same to the Corporation.

19. The price quoted shall remain firm for the order accepted under this agreement and at any case no price escalation will be admissible.

Contractor

No. of Corrections

Executive Engineer

20. The dispute should if any, between the contractor and the City Engineer, shall be referred to the Commissioner whose decision on such dispute shall be final and binding both the parties.

21. Period of contract shall remain in force for 2 Years from the date of finalization of this contract i.e. from the date of work order. However, period of contract can be extended up to the fixation of new agency at same rates, terms and conditions of accepted tender and without any extra claim subject with satisfactory performance and necessity.

22. No interest will be paid for delay of payment on any reason.

23. After receiving the work order, supplier shall collect the delivery schedule from the office of respective consignee of Panvel Municipal Corporation on and follow the instruction mentioned in delivery schedule.

24. The agency before dispatch of material from the factory must inform telephonically to concerned Deputy Engineer or his representative.

25. As far as possible material shall be delivered on working days and in working hours at water treatment plant of respective consignee.

26. Chlorine containers as ordered from time to time shall be supplied. Maximum truck load shall not exceed the load carrying capacity of the truck always provided that the quantity to be supplied at a time at any destination shall be as per the instructions of the concerned Engineer.

27. After arriving of the load at water treatment plant of respective consignee it will be inspected by the Engineer or his representative about its quality in general by visual inspection and if it is O.K. then load will be weighted in presence of the office representative and then be unloaded and stacked in the manner as directed by the office representative.

28. It is experienced by this office that the supplier assumes that necessary labours are available at destination station plant or in vicinity and it causes problems at the time of unloading and stacking. Hence, it is clarified here that there are no labours are available in the plant and in its vicinity for unloading chlorine containers must arrange the labours for this work at his own. Any delay / dispute in this account will not be entertained by Corporation. In view of this, supplier are suggested to send the representative with the loads. It will also facilitate the department to issue any instructions regarding quality and taking the samples in his presence.

29. Even if the chlorine containers are weighted at factory at the time of dispatch then also it will re-weighted before unloading at destination station, in presence of Engineer's representative. The entire costs of transportation, weighing, unloading and stacking charges are to be borne by the supplier only. Any delay / dispute in this regard will not be entertained.

30. If the supplier does not deliver the material within specified period as informed by Engineer and if there is little scope to wait for material to be received particularly in rainy seasons, then Corporation shall have right to purchase chlorine containers from open market at risk and cost of the supplier. In order to avoid such complication suppliers are suggested to deliver the material as per delivery schedule only.

31. In case of the supplier fails to supply material as per delivery schedule then the department is free to take any action as per tender conditions. In order to ensure potable and turbidity free of water, no correspondence will be made in this regard.

32. Over payment/wrong payment: In case of overpayment or wrong payment if any made to the supplier due to the wrong interpretations of the provision of contract such excess payment will be deducted in subsequent bill of the supplier or from the bills under any other contract with the Corporation or from deposits or their contract available with the Corporation.

33. Price variation clause is not applicable for this tender...

34. Acceptance of tender will be rest with The Commissioner, Panvel Municipal Corporation which does not bind himself to accept lowest offer and reserves right to reject any or all tenders without any reasons thereof.

35. Corporation reserves the right to enter into parallel contract/contracts.

36. GST/GST TDS

1. The rate quoted by the contractor must be inclusive of all the relevant taxes except GST. No extra payment on this account will be made to the contractor, on producing receipt/challan at such pmt at GST.

a) Bidder shall quote his rate excluding GST.

b) GST shall be paid on the amount of bill of the work done as per prevailing guidelines. Rate of GST during the period of work done as applicable.

c) The rates quoted by the contractor shall be deemed to be inclusive of the labour welfare cess and other taxes (Other than GST) that the contractor will have to pay for the performance of his contract. The employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

2.a) The bidder shall quote his rate considering the provisions counted under GST Act. 2017.

c) Amount of GST 2% i.e. CGST and SGST each 1% will be deducted at source (T.D.S.) from 1.10.2018.

37. The arrangement to deliver the filled Tonners and to collect the empty Cylinders from WTP including loading and unloading transportation of shall be responsibility of the supplier. The Tenderer has to give offer considering labour charges for replacement of every empty cylinder with connecting filled cylinder. It should also cover the element of risk involved in the entire supply. Handling and transportation of the liquid chlorine gas as per the requirement of Explosive act and also general safety of the personal and public at the place of chlorination system area.

Supplier

Executive Engineer
Water Supply Department
Mira Bhandar Municipal Corporation

Contractor

No. of Corrections

Executive Engineer

MIRA- BHAYANDAR MUNICIPAL CORPORATION

Mira Bhaindar Municipal Corporation

Name of Work: Supply of Liquid chlorine 100 kg cylinder at different STP in Mira Bhyander Municipal Corporation area

TERMS AND CONDITIONS FOR SUPPLY OF LIQUID CHLORINE CYLINDER .

1. Supply of Liquid chlorine 100 kg cylinder at different STP in Mira Bhyander Municipal Corporation area. The Liquid Chlorine shall be confirming to IS/646/1986 and to be supplied in departmental 100kg Cylinders Supplied by contractors for use at STP within MBMC area, along with manufacturers test certificate.
2. The Tenderer shall state the source of supply and tender documents must accompany a letter from their manufacturer, by the name of Commissioner Mira-Bhayandar Municipal Corporation, regarding manufacture's Guarantee to supply the required quantity of chlorine to the Tenderer during the period of the contract.
3. The Quantity of Liquid chlorine shall be as per IS 646/1986. The certificate and undertaking from manufacturer (whose product is quoted) that the quality of production will remain as per IS/646/1986 shall be given envelope No.1 during submission of tender.
4. Tenderer shall furnish his full address including Telephone No. to enable the staff of STP works to contact them for urgent need of chlorine and for any other problems.
5. In the event of partnership firm, Name and Address of all the partners shall be furnished.
6. The tender shall submit with the tender.
 - i) Sales Tax Registration certificate.
 - ii) Proof of successful handling of liquid chlorine Gas one year in last 3 years.

Contractor

No. of Corrections

Executive Engineer

7. Supply shall be made in departmental 100kg Cylinders supplied by contractors as detailed in the schedule. In case of the transporters strike period the supplier shall arrange to supply the liquid Chlorine with his own vehicle.
8. The rates shall be quoted at Ex-Factory and also inclusive of all taxes & duties, Insurance, VAT, Packing, Handling, transportation, LBT (Cess), including loading, unloading and stacking etc complete as per schedule 'B'.
9. The arrangement to deliver the filled Tonners and to collect the empty Cylinders from STPs including loading and unloading transportation of Tonners shall be responsibility of the supplier. The Tenderer has to give offer considering insurance charges. It should also cover the element of risk involved in the entire supply. Handling and transportation of the liquid chlorine gas as per the requirement of Explosive act and also general safety of the personal and public at large.
10. The supplier shall see for themselves the fitting and the connecting facilities provided at STPs for the safety point. If the manufacturer or the firm suggesting any change or extra arrangement during the execution of contract, the same should be done by the department immediately. The supplier shall be responsible for compliance of the explosive conditions as prescribed by the Government / central Government from time to time. Cylinders shall be Hydro tested to every six months certificates regarding this shall be submitted every six months.
11. Ownership or right of taking possession of the cylinders from the consignee shall rest with supplier.
12. Damages to the cylinders shall be brought to the notice of the consignee within 3 days from the date of receipt of report from the manufacturer, along with a copy of the report from the manufacturer.
13. Quantities given are approximate and may vary by 50% either increase or decrease.
14. The offer quoted shall remain firm the order accepted under the agreement and No Price Escalation will be admissible on any account and this condition will supersede any condition in the tender.
15. The payment will be made @ 90% against delivery of material with manufacturers tonner wise test certificate confirming that supplied chlorine is as per IS specification 646 /1986 (IInd revision) and remaining 10 % will be released after period of 1 month on certificate of the Deputy Engineer.

Contractor

No. of Corrections

Executive Engineer

16. Right to reject all or any tender without assigning the reason is reserved with the competent authority.
- 17 Mira Bhayandar Municipal Corporation reserves right to divide the contract in two or more contractors without assigning any reason. Lowest Bidder will reserved to supply 60% quantity. Second lowest bidder will be eligible to supply 40% quantity M.T., if he agreed to match lowest bidder rates.
- 18 In the schedule-B the quantities mentioned for 100kg cylinders are tentative. Any variation in the quantity beyond the given limits will not entitle the manufacturers or his authorized dealer to claim for liquidated damages on account of the same.
- 19 Repudiation of the contract.
 - i) The contract for the supplies can be reputed at any time by Mira Bhayandar Municipal Corporation if supplies are not made to his satisfaction after giving an opportunity to the suppliers of being heard and recording the reasons for repudiation.
 - ii) In case of non-performance, in any form of the conditions of the agreement, Mira Bhayandar Municipal Corporation has power to cancel to contract pertaining to the supplies.
- 20 The suppliers should give an undertaking about timely supply of chlorine cylinders (i.e. within 10 days) after giving requisition by the consignee / Deputy Engineer.
- 21 The consignee can procure the cylinder from any other authorized representative / manufacturer provided that the Tenderer fails to supply the chlorine after giving due notice of 10 days. Such extra cost shall be recoverable from the Tenderer and no appeals shall be admissible against this action.
- 22 Period of contract shall remain in force for 12 months from the date of finalization of tender or till finalization of new agency thereafter depend upon performance approval of competent authority.
- 23 No interest will paid for delay of payment on any reason and delay.

Contractor

No. of Corrections

Executive Engineer

Mira Bhaindar Municipal Corporation

Name of Work: Supply of Liquid chlorine 100 kg cylinder at different STP in MBMC area.

Declaration of supplier to be furnished in respect of sales tax / VAT

1. In respect of Sales Tax, Supplier will append the following Certificate in all bills.

“Certified that, the goods in which Sales Tax has been charged have not been exempted from the Central or State Sales Tax Act, or rules made there under the amount of Sales Tax is not more than what is payable under the provisions of the relevant act or the rules made there under”.

2. Certified that we _____ are registered as dealers in the state _____ under local registration No. _____ in the state of _____ for Central Sales Tax _____ Registration _____ for the purpose of Sales Tax.

Signature of Tenderer/ Supplier

Contractor

No. of Corrections

Executive Engineer

Mira Bhaindar Municipal Corporation

Name of Work: Supply of Liquid chlorine 100 kg cylinder at different STP in MBMC area.

DECLARATION

The supplier hereby declares that the goods. Stores/ articles sold to the buyer under this contract shall be of best quality and workmanship and shall be strictly in accordance with the I.S. specification and particulars contained/ mentioned in the clause here of and the supplier hereby guarantees that the said goods/ stores/ articles would continue to confirm the description and quality aforesaid for the period of four months (2 months) from the date of delivery of the said goods/ stores/ articles to the purchaser and that notwithstanding the fact that purchaser/ inspector may have inspected approved and/or the said goods stores/ articles if during the aforesaid period of twelve months, the goods stores/ articles be discovered not to confirm to the description and quality aforesaid or have deteriorated (and the decision of Purchaser in that behalf will be final and conclusive) and purchaser will be entitled to reject the goods/ stores/ articles or such portion thereof as may be discovered not to confirm to the said description and quality, on such rejection the goods/ stores articles will be at the sellers risk and all the provisions herein contained relating to rejection of goods etc. shall apply. The supplier shall if so called upon to replace the goods etc. or such portion thereof as if rejected by the

Contractor

No. of Corrections

Executive Engineer

purchaser, otherwise supplier shall pay to the purchaser such damages as may be raised by reason of breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of purchaser in that behalf under this contract or otherwise. If material found faulty then supplier/ manufacturer should have to take back the rejected material at his risk and cost, within eight days. No interest will be claimed on account of delayed payment.

Supplier

Executive Engineer
Water Supply Department
Mira Bhaindar Municipal Corporation

Contractor

No. of Corrections

Executive Engineer

Mira Bhaindar Municipal Corporation

Name of Work : Supply of Liquid chlorine 100 kg cylinder at different STP in
MBMC area

DECLARATION by TENDERER

The supplier hereby declares that the goods. Stores/ articles sold to the buyer under this contract shall be of best quality and workmanship and shall be strictly in accordance with the I.S. specification and particulars contained/ mentioned in the clause here of and the supplier hereby guarantees that the said goods/ stores/ articles would continue to confirm the description and quality aforesaid for the period of four months (2 months) from the date of delivery of the said goods/ stores/ articles to the purchaser and that notwithstanding the fact that purchaser/ inspector may have inspected approved and/or the said goods stores/ articles if during the aforesaid period of twelve months, the goods stores/ articles be discovered not to confirm to the description and quality aforesaid or have deteriorated (and the decision of Purchaser in that behalf will be final and conclusive) and purchaser will be entitled to reject the goods/ stores/ articles or such portion thereof as may be discovered not to confirm to the said description and quality, on such rejection the goods/ stores articles will be at the sellers risk and all the provisions herein contained relating to rejection of goods etc. shall apply. The supplier shall if so called upon to replace the goods etc. or such portion thereof as if rejected by the purchaser, otherwise supplier shall pay to the purchaser such damages as may be raised by reason of breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of purchaser in that behalf under this contract or otherwise. If material found faulty then supplier/ manufacturer should have to take back the rejected material at his risk and cost, within eight days. No interest will be claimed on account of delayed payment.

Supplier

Executive Engineer
Water Supply Department
Mira Bhaindar Municipal Corporation

Contractor

No. of Corrections

Executive Engineer