

MIRA- BHAINDAR MUNICIPAL CORPORATION

( WATER SUPPLY & SEWERAGE DEPARTMENT)

**TENDER NOTICE NO. 02 (2026-27)**

For

**Operation & Comprehensive maintenance of Various Capacity 15  
water pumping station in MBMC area**

**Executive Engineer**

Water supply dept.

Chhatrapati 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 :- Operation & Comprehensive maintenance of Various Capacity 15 water pumping station in MBMC area**

**INDEX**

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PRESS 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. 02 (2026-27)



मिरा-भाईंदर महानगरपालिका हद्दीतील खालील कामांकरीता मोहोरबंद दर e-Tendering पद्धतीने मागविण्यात येत आहेत. सदर कामाचे कोरे निविदा फॉर्म दि.08/05/2026 ते दि.15/05/2026 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 भरणा करावी. अन्यथा निविदा ग्राह्य समजण्यात येणार नाही. तसेच कामाची निविदा पूर्व बैठक दि.12/05/2026 रोजी ठिक 12.00 वाजता मा.शहर अभियंता, मिरा-भाईंदर महानगरपालिका यांचे दालनात राहिल. कामाचा अनुभव व अटीशर्ती निविदा फॉर्म मध्ये नमुद केल्याप्रमाणे असावीत.

सदर कामी मागविलेल्या मोहोरबंद निविदा दि.15/05/2026 रोजी दुपारी 1.00 वाजेपर्यंत वरील संकेतस्थळावर स्विकारण्यात येतील व दि.18/05/2026 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	मिरा भाईंदर महानगरपालिका क्षेत्रातील विविध क्षमतेच्या 15 पाणी पंपिंग स्टेशनचे देखभाल व सर्वसमावेशक दुरुस्ती करणे	रु.8,41,04,436/-	B-1	वर्ग - अ (विद्युत/यांत्रिक)	रु.8,41,044/-	5%	रु.3000/- + रु.540/- GST = रु.3540/-	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/02/2026-27

दि.06/05/2026



**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. 02 (2026-27)**

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.08/05/2026 TO 15/05/2026** 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. Tender Form Fee & EMD should be submitted through online receipt system. Prequalification criteria and other terms and conditions are mention in tender form the pre-tender conformance will be held on dt.12/05/2026 at 12.00 hrs in the office of the Hon City Engineer MBMC.

The last date for submission of tenders completed in all respects on **Dt. 15/05/2026** 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.18/05/2026** 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	Operation & Comprehensive maintenance of Various Capacity 15 water pumping station in MBMC area	Rs.8,41,04,436/-	B-1	Class A (Electric/ Mechanic)	Rs.8,41,044/-	5%	Rs.3000/- + Rs.540/- = Rs.3540/-	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/02/2026-27  
Date :- 06/05/2026.

**DETAIL TENDER NOTICE**

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

**Name of Work : Operation & Comprehensive maintenance of Various  
Capacity 15 water pumping station in MBMC area**

**TENDER PROGRAMME..**

- 1) The tender document are available at <https://mahatenders.gov.in> from 08/05/2026 to 15/05/2026.
- 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.3,540/- (Rs. Three thousand five hundred and forty Only) (Non-Refundable) shall be paid by online.
- 6) Earnest Money Deposit of Rs. 8,41,044/- (Rs. Eight lacs forty one thousand forty four 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% intial+2% through R.A.Bill.Additional S.D. shall be in the form of fixed deposit receipt of nationalized/scheduled Bank only.
  - b) The Contractor should submit Additional Security Deposit at the rate of 2 % of the estimated cost for every percentage quoted below 10% in the form of cash up to the work of 10 lakhs and in form of Bank Guarantee of Nationalized Bank in the name of Commissioner Mira-Bhaindar Municipal Corporation. (Payable in Mumbai) above the work of 10 lakhs and, the amount of Bank Guarantee should be submitted on tender accepted cost.
  - c) Additional Security Deposit of all the tenderers, expect the lowest responsive tenderer will be refunded immediately after evaluation of the tenders where there is court case)

- d) The additional security deposit of the successful tenderers will be refunded only after successful completion of the work in all respect or on completion of contract period whichever is later. 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.
- e) 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.
- f) If it is found that the lowest tenderer is not recommended, then a reference will be made to second lowest to deposit A.S.D. in the form of demand draft in the specified time period.
- g) 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.06/02/2026 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) MANNER OF SUBMISSION OF TENDER AND ITS ACCOMPANIMENTS

**Tender is to be submitted according to three envelopes system, Which should be submitted online in Technical - Bid & Financial Bid Format & Additional Security format Only. Envelop No. 1 (Technical Bid ) can be submitted by uploading the required documents as demanded in tender document, which are scanned in prescribed. The EMD and Document fees should be submitted "Online".**

**If tenders have been submitted by multiple bidders from the same IP Address, those tenders will be rejected.**

13) Detail Tender Schedule

Sr. No.	Activities	Date & Time
1.	Tender publishing date	08/05/2026
2.	Document download start date	08/05/2026 at 12 noon
3.	Document download end date	15/05/2026 at 12 noon
4.	Pre-bid meeting date	12/05/2026 at 12 noon
5.	Bid submission start date	08/05/2026 at 12 noon

6.	Bid submission close date	15/05/2026 at 12 noon
7.	Bid opening date (Technical Bid)	18/05/2026 at 12.30 pm

14) TECHNICAL PROPOSAL

Technical proposal should contain following documents

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> ). <b>(In Year of 2022-23, 2023-24, 2024-25)</b> )		
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> ) <b>(In Year of 2020-21, 2021-22, 2022-23, 2023-24, 2024-25)</b>		
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. <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 equal to 80% of the estimated cost. In same work following work should be done by bidder.
	Similar work shall mean Operation & Maintenance of any Water supply system and its work completion certificate. 40 % 03 Works		

	50 % 02 Works 80% 01 Works <b>(In Year of 2021-22, 2022-23, 2023-24, 2024-25, 2025-26)</b> Note: The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 10% per annum													
7)	Bidder should have carried out following minimum quantities of Items of work <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr. No</th> <th style="width: 80%;">Item</th> <th style="width: 10%;">Qty</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>           A. Experience in water supply scheme (Mandatory Own Experience).            The Bidder shall have successfully executed /ongoing O&amp;M (At least 1 year of O&amp;M should be completed) (Construction / SITC/ Operation &amp; Maintenance-at least 1 year of O&amp;M should be completed) at least one work of water supply scheme of minimum capacity of 100 MLD comprising, pumping station vertical turbine pumps, pressure vessel for surge protection and VFD/PLC /SCADA/Pump Monitoring system. (In a single or different works).         </td> <td style="text-align: center;">1</td> </tr> <tr> <td>B</td> <td>The Bidder shall have successfully executed a Single Contract involving Operation and Maintenance of Water Supply Pumping Machinery with a Cumulative Installed Capacity of not less than 5128 HP with at least one pump of minimum rating of 600 HP</td> <td style="text-align: center;">1</td> </tr> <tr> <td>C</td> <td>           Experience in IOT/PLC/SCADA Implementation            The Bidder shall have successfully executed at least one project involving the O&amp;M/SITC of PLC/SCADA/AUTOMATOIN/Pump Monitoring.         </td> <td style="text-align: center;">1</td> </tr> </tbody> </table>		Sr. No	Item	Qty	A	A. Experience in water supply scheme (Mandatory Own Experience). The Bidder shall have successfully executed /ongoing O&M (At least 1 year of O&M should be completed) (Construction / SITC/ Operation & Maintenance-at least 1 year of O&M should be completed) at least one work of water supply scheme of minimum capacity of 100 MLD comprising, pumping station vertical turbine pumps, pressure vessel for surge protection and VFD/PLC /SCADA/Pump Monitoring system. (In a single or different works).	1	B	The Bidder shall have successfully executed a Single Contract involving Operation and Maintenance of Water Supply Pumping Machinery with a Cumulative Installed Capacity of not less than 5128 HP with at least one pump of minimum rating of 600 HP	1	C	Experience in IOT/PLC/SCADA Implementation The Bidder shall have successfully executed at least one project involving the O&M/SITC of PLC/SCADA/AUTOMATOIN/Pump Monitoring.	1
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<b>(Tenderer's submission of bid capacity certificate certified by C.A (Scan Copy))</b>														
9)	Contractor should further make available of 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. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr no.</th> <th style="width: 90%;">Item</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>The Bidder Should Submit / Upload The Service Support Letter On The Letter Head Of Original Equipment Manufacturer Of Following Key &amp; Critical Equipment and technical support throughout contact period</td> </tr> </tbody> </table>		Sr no.	Item	1.	The Bidder Should Submit / Upload The Service Support Letter On The Letter Head Of Original Equipment Manufacturer Of Following Key & Critical Equipment and technical support throughout contact period								
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	(M/s Kirloskar Brothers Limited ).
10)	<p>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 <b>Annexure No. 1</b></p> <p><b>(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</b></p>
11)	<p>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))</p>

# Annexure - 1

Affidavit (on Rs.500/- Stamp Paper)

Name of Work :- -----  
-----  
-----

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

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

(Signature of contractor)  
(seal of company)

## 15) PRE-TENDER CONFERENCE

Pre-Tender conference is open to all prospective tenderers and will be held on 12/05/2026 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.

**16) SITE VISIT**

Bidders shall mandatorily visit the site to assess the 'As-Is-Where-Is' operational condition of all Electro-Mechanical assets, STPs, and Network lines before quoting.

**17) ENVELOPE NO. 2 (FINANCIAL BID)**

Will also be submitted online the contractor shall quote for the work as per details given in the main tender and also based on the details of conditions, issued/additional stipulations made by the Department.

**b ) FINANCIAL PROPOSAL :**

Financial proposal shall contain offer of bid and including unconditional covering letter.

Time of Contract : The contract period is Twelve month.

18) Hon. Commissioner, MBMC reserves the right to accept or reject any or all tenders without assigning any reason thereof.

FORM B-1

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

**DEPARTMENT**  
**DIVISION :**

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

**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.

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, and the amount of the security deposit to be deposited by the successful Tendered 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 for the purpose of identification and shall also be open for Inspection by Contractors at the office of the Executive Engineer during office hours.

Where the works are proposed to be executed according to the specifications recommended to a Contractor and approved by a competent authority on behalf of the Mira Bhaindar Municipal Corporation, such specifications with designs and drawings shall form a part of the accepted tender.

**MEMEORANDUM**

I/We hereby tender for the execution, for the Mira Bhaindar Municipal Corporation ('hereinbefore and hereinafter referred to as MBMC') of the work specified in the underwritten memorandum within the time specified in such

memorandum at ".....(.....  
-----

-----) (in figures as well as in words) percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out) and in accordance with all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of the contract and agree that what materials for the work are provided by the MBMC, such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

- 2 In the event of the tender, being submitted by a firm, it must be signed by 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 RANDUM

*(c) The amount of earnest money to be deposited shall be in accordance*      A)      Estimated CosT : Rs. 8,41,04,436/-

with the provision of paras 206 and 207 of the MPW Manual

B) Earnest Money : Rs.8,41,044/-

(d) This deposit shall be in paras

C) Security Deposit: Total (5% of contract amount) accordance with

213 and 214 of the MPW Manual, instruction issued by MBMC from time to time.

D) i) 3% Initial Security Deposit shall be in Term of Deposit receipt or bank guarantee of Schedule Bank.

E) Bank Guarantee is allowed as Security Deposit. Security Deposit shall be in the form of fixed Deposit Receipt of scheduled Bank only.

ii) To be deducted from running account bill at 2%

F) Percentage, if any, to be deducted from bills so as to make the total amount required as security deposit.

@ 5%

G) 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 4% 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 then 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 /' will have to deposited at the time of agreement.

The additional S.D. will be refunded after completion of work in all respect only.

(g) Give schedule where necessary showing dates by which the various items are to be completed

H) 1. Time allowed for the work is specified in tender from the date of written order to commence .

(Calendar months ) including monsoon.

2. I/We agree that the offer shall remain open for a minimum period of 120 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the leaders and sent by registered post A.

D. or otherwise delivered at the office of the such authority. Term Deposit Receipt No. / Demand Draft No. dated). And date in respect of sum of Rs.in words (Rs.only) is

enclosed. The amount of earnest money 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 paragraph (1) above within the time limit laid down in clause (1) of the annexed General Conditions of Contract, the amount of earnest money may be adjusted towards the security

deposit or refunded to me / us if so desired by me/us in writing unless the same or any part thereof has been forfeited as aforesaid.

- 3 Deleted.
- 4 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 hereof to forfeit and pay to MBMC the sums of money mentioned in the said conditions.

*\* Amount to be specified in words and figures*

Term Deposit Receipt No. \_\_\_\_\_ dated \_\_\_\_\_  
from the Bank.\*

*"Name of the Rank to be specified*

At \_\_\_\_\_  
in respect of the sum of \* Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only)

# SCHEDULE - B

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

**NAME OF WORK :- Operation & Comprehensive maintenance of Various Capacity 15 water pumping station 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 :-							
	24 x 7 operation and Comprehensive maintenance of following water pumping stations with preventive and breakdown maintenance of all mechanical, civil structure, electrical, electronic and all other equipments in plant with supply of necessary spares, lubricants, nuts, bolts, gaskets, electrical material, consumables, manpower and other Required material, including transportation and incidental charges complete as per details specifications and as directed by the Engineer-in-Charge							As per the Direction given by the Engineer in Charge
12.00	Saket Pumping	1718919.00	Rs. Seventeen lac eighteen thousand nine hundred nineteen only	PER MONTH	20627028.00			As Above
12.00	Kapurbavdi Pumping	818919.00	Rs. Eight lac eighteen thousand nine hundred nineteen only	PER MONTH	9827028.00			As Above

12.00	Fatak Pumping	818919.00	Rs. Eight lac eighteen thousand nine hundred nineteen only	PER MONTH	9827028.00			As Above
12.00	Kamla Park Pumping	484664.00	Rs. Four lac eighty four thousand six hundred sixty four only	PER MONTH	5815968.00			As Above
12.00	Dongri Pumping	338476.00	Rs. Three lac thirty eight thousand four hundred seventy six only	PER MONTH	4061712.00			As Above
12.00	Chavli Pumping	259310.00	Rs. Two lac fifty nine thousand three hundred ten only	PER MONTH	3111720.00			As Above
12.00	Dhavgi Pumping	195140.00	Rs. One lac ninety five thousand one hundred forty only	PER MONTH	2341680.00			As Above
12.00	Lighthouse Pumping	197640.00	Rs. One lac ninety seven thousand six hundred forty only	PER MONTH	2371680.00			As Above
12.00	Chowk / Pali Pumping	197640.00	Rs. One lac ninety seven thousand six hundred forty only	PER MONTH	2371680.00			As Above
12.00	Shanti Nagar Sec 11	341813.00	Rs. Three lac forty one thousand eight hundred thirteen only	PER MONTH	4101756.00			As Above
12.00	Shanti Nagar Sec 7	404667.00	Rs. Four lac four thousand six hundred sixty seven only	PER MONTH	4856004.00			As Above
12.00	Midc Pumping	463000.00	Rs. Four lac sixty three thousand only	PER MONTH	5556000.00			As Above
12.00	Kashi Pumping	320980.00	Rs. Three lac twenty thousand nine hundred eighty only	PER MONTH	3851760.00			As Above
12.00	Janta Nagar Pumping	197640.00	Rs. One lac ninety seven thousand six hundred forty only	PER MONTH	2371680.00			As Above
12.00	Godbandar Pumping	250976.00	Rs. Two lac fifty thousand nine hundred seventy six only	PER MONTH	3011712.00			As Above

**Total  
Rs. 84104436.00**

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

**GENERAL CONDITIONS**

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# MIRA BHAYANDER MUNICIPAL CORPORATION

Water Supply & Sewerage Dept.

## GENERAL CONDITIONS

The contract under execution is of operation and maintenance having responsibility of providing 24 hours is to be let to contractor in a consolidated responsibility as a special case. Hence following special conditions are imposed and specifically highlighted.

1. The Tender shall be opened even if the bidder has given a written letter for not opening Technical or Price bid for that tender. And if the rates are approved it is mandatory for the bidder to accept the work order and start the work. Failing which the EMD of the bidder shall be forfeited and bidders shall be blocked for further e-Tendering process. And under the circumstances, further action shall be proposed in accordance with Government Resolution Dated 28 September 2006.
2. The Tenderers who have quoted more than 15 % rebate over the estimated cost the bidder shall upload rate Analysis and Documentary evidences along with the bid. Failing Which the Bid shall be rejected and the EMD of the tenderers shall be forfeited and tenderers shall be blocked for further e-tendering process.
3. The Tenderers failed to upload all the mandatory technical bid documents shall be considered as non-responsive and the EMD of the tender shall be forfeited.
4. Hon. Commissioner, MBMC shall be the Appellate Authority for the tenderers who are blocked for e-Tendering in MBMC.

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5. Tenderer who fail to submit Security Deposit and signing the contract Agreement within 7 days from acceptance of the bid or if the tenderer fails to start the work without any reason within 7 days from the date of the work order; the tender shall be cancelled and the tenderers shall be blocked for further r-Tendering Process.
6. It is compulsory to pay the contractor the monthly salary and wages, OT etc. to contract labor on monthly basis without fail.
7. After completion of first year, for further extension Executive Engineer's decision is final in the matter.
8. In case of any accident, it is full responsibility of the contractor/agency to pay workman compensation to contract labors under workman compensation Act and MBMC will not pay extra separately to the contractor. Accident compensation of any granted by Hon. labor Court shall be paid by contractor only. No claim on this account to MBMC Authority. Contractor may draw Group Insurance with Life Insurance Corporation / National Insurance Co. Ltd., Thane,
9. Income tax on gross value of the bill at the prevailing rate will be deducted from each R.A. / Monthly bill.
10. DELETED
11. Contractor / Agency has to be issue identity card under the signature of their authorized person to each member with their designation and other details of duty etc.
12. 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 / employees.
13. Any kind of penalty such as PF penalty, CD Penalty etc will have to be paid

by the contractor only.

14. 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.
15. Contractor shall timely report arrangement made for the purpose of transportation of work including Jeep Registration Number
16. MBMC reserves the right to terminate the contract by giving one month notice before the expiry of stipulated time period without assigning any reason thereof.
17. P.F. registration is compulsory (Bidder to submit document in the technical bid)
18. There shall no overtime from works or without any written order of the agency duly counter signed by Engineer-in-charge. Overtime register shall be maintained by contractor giving full details and reasons for overtime etc. Overtime expenses shall be fully borne by agency. No extra claim on this account shall be admissible.
19. Monthly payment made by contractor to their labours shall be inclusive of all that is annual admissible leaves, medical leaves weekly off etc. there shall not be any dispute of 26 days – 30 days etc.
20. Agency shall submit details of duties and responsibility statement of each contract labour within 15 days from the date of work order.
21. Agency shall submit the weekly report of the operation work in detailed to Executive Engineer for acceptance and suggestions.
22. Separate register for consumable items shall be maintained by the agency.
23. Contract Agreement under execution constitutes the full and final complete understanding between the parties hereto the said contract agreement

including validity, performance or breach thereof which the parties hereto cannot reach by mutual understanding the same shall be referred to Commissioner MBMC as an Arbitrator and whose decision shall be final and binding on the parties hereto.

Executive Engineer  
**Mira Bhayander Municipal Corporation**

**CONDITIONS OF CONTRACT**

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## CONDITION OF CONTRACT

### A. Definitions

#### 1. Documents

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

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

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

#### 2. Persons

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

**"Competent Authority"** is the Person or Persons appointed by the Corporation and notified to the Operator, who shall be responsible for supervising the Operator, administering the Contract, certifying payments due to the Operator, and awarding extensions of time. The Corporation may also appoint any Person or Persons to assist the Competent Authority and provide project management Operations for this Contract. Any Person or Persons appointed by the Corporation to carry out the responsibilities of the Competent Authority and assist it, shall be termed as the "Competent Authority's Representative".

**"Corporation"** means Mira Bhaingar Municipal Corporation as incorporated under the Bombay Provincial Municipal Corporations Act, 1949.

**"Customer"** means the citizen of Mira Bhaingar Municipal Corporation and the

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industrial units and other customers within the Service Area receiving Service by means of the operations of the Facilities and/or System.

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

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

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

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

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

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

### 3 **Dates, Times and Periods**

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

**“Completion Date”** is the date of completion of the Operations and as certified

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

**“Operating Year”** means each successive period, the first such period commencing on the date on which the operations period commences and ending three hundred and sixty-five (365) days later, and each subsequent period commencing on the expiration of the previous period and ending at the end of the duration mentioned above. **“Termination Date”** means the date on which the Contract is terminated by way of defaults of either the Corporation or the Operator, or as a result of a Force Majeure event, or as indicated in these Conditions of Contract.

#### 4. Money and Payments

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

**“Security Deposit”** means the deposit provided by the Operator, as a performance guarantee under this Contract. **“Tax”** means the Indian Tax, duty, levy, and charge whatsoever charged, imposed or levied by Central, State or Local Governments or any Authority together with any interest and penalties in relation thereto.

#### 5 Other Definitions

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

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

**“Facilities”** means all utilities and structures constructed within the Service Area and responsible for service delivery, and utilities such as electrical and water supply lines, and all other appurtenances and meters, etc., complete and “Facility” means any one of them.

**“Good Operating Practices”** means the standards, practices, methods and procedures as practiced in India and conforming to all technical requirements, law, directive, clearances and the requirements of any Authority and that degree of skill, diligence, prudence and foresight which would reasonably be expected

from a skilled, prudent and experienced Operator, engaged in the same type of undertaking under the same or similar circumstances as the Operator pursuant to this Contract.

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

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

**“Gross Misconduct”** means any reckless breach or disregard of the provisions of this Contract by the Operator. **“Improvement Works”** means the works identified by the Operator, after carrying out a due diligence of the Facilities and/or System, at the Tender stage and towards improving the performance of the Facilities and/or System. **“Law”** includes any constitutional provision, statutes, laws, decrees, ordinance, subordinate legislation, orders, rules or regulations having the force of law and rules of civil and common law and equity.

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

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

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

**“System ”** means the network and access arrangements within the Service Area responsible for service delivery. **“Works”** means the new capital works, major maintenance or repair, refurbishment and replacement, taken up by the Corporation.

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

## A. Representation and Warranty

### 6 Representations and Warranties of Parties

6.1 Each Party hereto represents and warrants that:

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

### 7 Additional Representations of Operator

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

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

Applicable Laws and clearances and all matters related to this Contract. The Operator is entering into this Contract on the basis of its own satisfaction based on its due diligence audit.

## **B. Interpretation and Contract Structure**

### **8 Interpretation & Law**

- 8.1 In interpreting this Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Competent Authority will provide instructions clarifying queries about any Part of this Contract.
- 8.2 The language of this Contract Document is **English** and the law, which applies to this Contract, shall be the **Law of the Republic of India**.

### **9 Contract Structure**

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

provisions or parts of this Contract which shall continue in full force and effect, notwithstanding such invalidity, unenforceability or illegality.

9.4 If either Party breaches or defaults on any part of this Contract, such default of one part shall be treated as defaults of all other parts of this Contract. The Party in breach or default would also be liable for the carry-over default of other parts of this Contract, including the forfeiture of Security Deposit thereof.

9.5 The corporation reserves the right to extend tender for 3years based on the annual review and performance of the agency.

## 10 **Communications**

10.1 Communications between Parties, which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

10.2 Subject to as otherwise provided in this Contract all notices to be issued on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Competent Authority or any representative for the time being entrusted with the functions, duties and powers of the Competent Authority.

10.3 All instructions, notices, communications, etc. under the Contract shall be given in writing and shall be either in Marathi or English. If sent by registered post to the last known place or abode or business of the Operator shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

## 11 **Commencement of Operations Contract Period**

11.1 The Operator shall commence Operations from the Commencement Date and shall arrange for all mobilization Operations within fifteen (15) days of the Commencement Date.

11.2 The Contract Period shall commence on the Commencement Date and extend for a period of Six months. The Corporation and the Operator shall review, at the end of each Operating Year, the progress of the Contract and consider continuation through the subsequent Operating Year.

11.3 **Contract Continuation:** The Corporation along with the Competent Authority

shall review the progress and status of the Contract, thirty (30) days prior to completion of an Operating Year. In the event that a decision is taken to discontinue Operations of the Operator under this Contract, the Corporation shall indicate the same to the Operator, through a written communication, within fifteen (15) days of such decisions having been made. Alternatively, if the Operator wishes to discontinue its Operations, it shall provide a minimum of ninety (90) days notice requesting for such discontinuation.

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

11.5 In the event that the Parties agree to continue with the current Contract, all Conditions of contract shall be followed as laid out in this Contract Document;

## **12 Deleted**

## **13 Handing Over of Assets**

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

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

all of its rights and interest in relation thereto or to otherwise create a security interest in favor of any Persons.

## 14 Deleted

### SCOPE OF WORK OPERATIONS

#### 14.1 SERVICE 1 – DAILY OPERATIONS OF PUMPING STATION.

14.1.1 The Operator shall carry out all Facility operation indicated below, in accordance with Good Operating Practices, as set out in this Contract.

The Facility operation shall include, but not be limited to, the following:

(a) **Pumping Stations:**

- i. Operating pumps such that there is no overflowing of ESR/GSR Operating generators during power failures when necessary shall be done.
- ii. Providing security for facilities and pump house premises at all times.
- iii. To carry out greasing, oiling of pumping set time to time.
- iv. To carry out minor works as directed by engineer in charge for smooth functioning of pumping station including both civil and mechanicals works.

#### 15. SERVICE 2 – ENERGY AUDIT

15.1 The Operator shall take all necessary measures to minimize the power consumption in carrying out its Operations. The energy audit Operations shall include, but not be limited to, the following:

- (a) Reducing electricity consumption by regulating pumping, through suitable modifications to the operating schedules;
- (b) Maintaining power factor and demand to avoid penalty .Power factor shall be maintained above 0.95 to 0.99 in order to get the benefit of power factor incentive from the power supply authority,

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## **SERVICE 3 – REPAIRS AND MAINTENANCE**

15.2 The Operator shall carry out preventive, routine maintenance and carry out break down maintenance Operations as directed by engineer in charge. Spares required for minor repairs shall be provided by the contractor. Sufficient inventory shall be maintained for fast moving spares in order to reduce down timing of machinery. This will not include major repairs or replacement of major components wrt Pumps, VFDs and Automation. In an event of a major repair or replacement of major components is required, it will be dealt by the department separately based on the report submitted by the agency.

### **Security (round the year)**

- i. Providing protection for Facilities and pump house premises at all times – this may be achieved by securing the Facilities through a suitable locking arrangement and periodic visit during the day.

## **16.Reporting**

- 16.1 The Operator shall utilize the office space, provided by the Corporation, to establish it's monitoring and reporting office along with computer and peripherals. It shall also obtain a telephone connection and maintain the same through the Contract Period. All data transfers and updates made to the Corporation shall be affected through the said telecommunication medium.
- 16.2 **Permissions:** The Operator shall obtain all required permissions, sanctions, clearances and permits for carrying out its Operations, including Operator Clearances, and shall be fully responsible for carrying out the Operations in a safe and secure manner, consistent with the law of the land, laws and regulations regarding such Facilities and/or System, and directives of any Authority and planning permissions.
- 16.3 **Safety:** The Operator shall be responsible for the safety of all activities on the Site and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever maybe caused by or result from the Operations carried out, whether these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specifications or not. Contractor shall strictly follow safety

rules & regulations laid down by the Government of India/Maharashtra.

- 16.4 **Discoveries:** All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Corporation and the Operator, be deemed to be the absolute property of the Corporation. The Operator shall take reasonable precautions to prevent its workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Competent Authority of such discovery and carry out the Competent Authority's instructions for dealing with the same.
- 16.5 The Operator shall be responsible for payment of reinstatement charges for roads, footpaths, and land as per the Corporation's rates.
- 16.6 The Operator shall take full responsibility for the adequacy, stability and safety of all Site operations. Provided that the Operator shall not be responsible (except as stated hereunder or as may be otherwise agreed) for:
- (a) Electrical power failure during pumping hours;
  - (b) Occurrence of breakdown in the network; and
  - (c) Customer problems within their private properties.

## **17 STAFF & LABOUR**

### **ENGAGEMENT OF STAFF & LABOUR**

- 17.1 The Operator shall employ skilled, semi-skilled and unskilled labour in sufficient numbers to carry out its Operations at the required rate of progress and of quality to ensure workmanship, of the degree specified in the Contract for timely fulfilling of the Operator's obligations under the Contract and to the satisfaction of the Competent Authority.

### **APPENDIX 3 – OPERATOR STAFF REQUIREMENT.**

- 17.2 The Operator shall not employ in connection with the Operations any child who has not completed his/her fifteenth year of age. It shall also not employ an adolescent who has not completed his/her eighteenth year unless he/she is certified fit for carrying out Operations as an adult as prescribed under clause

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(b) of sub-section (2) of Section 69 of the Factories Act, 1948.

- 17.3 The Operator shall provide its staff, a minimum of two sets of uniforms with the titles 'MBMC' inscribed on the back and subject to approval of the Corporation. Each worker on duty shall wear a clean uniform whenever on duty.
- 17.4 The Operator shall, if required by the Competent Authority, deliver to it, in such form and at such intervals as the Competent Authority may prescribe, a return showing the numbers of the several classes of staff employed by the Operator on the Site and such other information as the Competent Authority may require.
- 17.5 If the Competent Authority asks the Operator to remove a person who is a member of the Operator's staff stating the reasons, the Operator shall ensure that the person leaves the Site within seven (7) days and has no further connection with Operations under this Contract.
- 17.6 At all times during continuance of the Contract, the Operator and its Subcontractors shall abide by all existing and future labour enactment and rules made thereunder, regulations, notifications and bye-laws of the Central, State or Local Government. The Operator shall keep the Corporation indemnified in case any action is taken against the Corporation by any Authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments.
- 17.7 If the Corporation is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/acts/rules/regulations including amendments if any, on the part of the Operator and in connection with labour enactment, the Competent Authority shall have the right to deduct any money due to the Operator including its amount of Security Deposit. The Competent Authority shall also have the right to recover, from the Operator, any sum required or estimated to be required for making good the loss or damage suffered by the Corporation.

## **18. OPERATOR'S SUPERINTENDENCE**

- 18.1 The Operator shall provide all necessary superintendence while carrying out its Operations and as long thereafter as the Competent Authority may consider necessary for the proper fulfilling of the Operator's obligations under the Contract. The Operator shall nominate a competent and authorized representative ("Operator's Representative") approved of by the Competent Authority, which approval may at any time be withdrawn. The Operator's
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Representative shall give its whole time to the superintendence of the Operations. The Operator's Representative shall receive, on behalf of the Operator, instructions from the Competent Authority, which shall be deemed received by the Operator.

- 18.1 If the Competent Authority withdraws approval of the representative, the Operator shall remove the representative from the Operations within twenty-eight (28) days, and replace him by another representative approved by the Competent Authority.

## **19 CONTRACT PERFORMANCE REVIEW AND PROGRESS**

- 19.1 Management Meetings:** Either the Competent Authority or the Operator may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining Operations and to deal with matters raised in accordance with any advice. The Competent Authority shall record the business of management meetings and is to provide copies of its record to those attending the meeting and to the Corporation. The responsibility of the Parties for actions to be taken is to be decided by the Competent Authority either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 19.2** The Competent Authority may instruct the Operator to rectify defects and deficiency in its Operations. Alternatively, the Corporation shall carry out the Operations on its own and deduct the amount incurred in attending to such defaults from the next payment due to the Operator. The deduction of such damages shall not relieve the Operator from its obligation to carry out the Operations, or from any other of its obligations and liabilities under the Contract.
- 19.3** Notwithstanding anything stated above, if the Corporation is of the opinion that the actions of the Operator is deemed as an event of default of Service, and the event persists beyond one (1) day, the Corporation shall be entitled to invoke the Security Deposit and carry out the Operations through a Successor Operator or departmentally. The Corporation shall then proceed as per CC Section 33.

## **CONTRACT PRICE AND PAYMENT**

### **20. Contract Price**

- 20.1 The Operator shall be paid the Contract Price every month. The

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Contract Price shall cover all expenditure incurred on staff, establishment, spares and consumables for minor maintenance and repairs, , and any other expenses, except expenses incurred on power.

- 20.2 The Contract Price shall include all customs duties, import duties, excise duties, business taxes, income and other taxes that may be levied in accordance to the laws and regulation in-force on the Operator's equipment, materials, supplies (permanent, temporary and consumables) to be used on or furnished under the Contract and on the Operations to be performed under the Contract. Nothing in the Contract shall relieve the Operator from its responsibility to pay any Tax that may be levied on its Operations or on profits made by it in respect of the Contract.
- 20.3 The Operator shall pay Indian income Tax on all payments made to it under the Contract, other than reimbursements made to it by the Corporation to cover payment by Operator of minor custom duties, etc., or any other payment, which the Operator may make on the Corporation's behalf. Under the provisions of Section 194-C of the Indian Income Tax Act, the Corporation is required to deduct Tax with surcharge at source at prevailing rates from the gross amount of each bill submitted. The Operator shall perform such duties in regard to such deductions thereof as may be imposed on it by such laws and regulations.
- 20.4 The Operator shall pay all the Taxes directly to respective organizations and to the Government of India. The Corporation shall not take any responsibility for any kind of Tax payment to the Government or quasi-Government bodies at any point of time, other than those specified under CC Section 27.4.
- 20.5 All charges on account of octroi, cess, terminal or sales tax and other duties on material obtained for the Operations from any source including the tax applicable as per Maharashtra Sales Tax Act on the transfer of property in the goods involved in the execution of the Operations, etc. shall be borne by the Operator. Under the provisions of the Maharashtra Sales Tax Act, the Corporation is required to deduct turnover tax at source at the rates prevailing at the time of payment.
- 20.6 The Operator shall submit form – 31 or such other forms as are prescribed under the said Act, indicated in CC Section 27.5 above, which is required to be produced by the principal employer in the events of any notice by the Sales Tax Department within one month of issue of Acceptance Letter.
- 20.7 DELETED
- 20.8 Penalty - If the work not carried out within given time limit a penalty will be charged at rate Rs.500/- per day in addition to the loss to the Corporation.

20.9 No interest will be applicable if the payment is delayed by MBMC.

## **21. PROCEDURES FOR PAYMENT**

21.1 The Operator shall submit a bill for payment at the end of every month. The bill shall be in accordance with the Operations carried out during the Contract Period from the last date of the previous bill and shall also account for any outstanding amounts, which are due from the Corporation.

21.2 The bill, in addition to payments due for the month shall contain supporting documents, which shall include without limitation; statements of:

- (a) Calculations on any amounts due arising from any extraordinary adjustments, penalties, extra work, variations, compensation events ; and
- (b) Calculation of interest due on late payments, to or from the Corporation, if any, and payable at an interest rate of 1% per month, after completion of sixty (60) days from the date when such monies become due, and payable to the Party concerned.

21.3 The Corporation shall pay the Operator the amounts certified by the Competent Authority within sixty (60) days of the date of each certificate. All payments shall be made in Indian Rupees.

## **I. INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION**

### **22. Proprietary Material**

22.1 The Parties agree that all details, plans, manuals, documentation, specifications, schedules, programs, reports, calculations and other work relating to the Facilities and/or Systems and the provision of Operations pursuant to this Contract (hereafter referred to as "Proprietary Material"), which have been or are hereafter written, originated or made by any of them or any of their respective employees, Subcontractors or agents and by the persons related to the Operator in connection with this Contract shall be owned by and be the property of the Corporation. The determination of information as Proprietary Material shall be made at the sole discretion of

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the Corporation.

22.2 The Operator shall have an irrevocable, royalty-free, non-exclusive license to use the Proprietary Material during the term of this Contract for all purposes connected with fulfilling its obligations hereunder. However, this license shall not be transferable to any party other than to a permitted assignee under this Contract. Such license shall not continue after the suspension or termination of this Contract or the discharge by the Operator of its duties hereunder.

### **23. Confidentiality**

23.1 The Operator shall cause the persons related to the Operator not to, without the prior written consent of the Corporation, at any time divulge or disclose to any Person or use for any purpose unconnected with the Operations, Proprietary Material under this Contract. This CC Section 30.1 shall not apply to information:

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

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

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

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

## **24. ASSIGNMENT**

- 29.1 The Operator shall not subcontract the whole of the Operations or a substantial part thereof. Except where otherwise provided by the Contract, the Operator shall not subcontract any part of the Operations without the prior consent of the Competent Authority. Any such consent shall not relieve the Operator from any liability or obligation under the Contract and it shall be responsible for the acts, defaults and neglects of any Subcontractor, its agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Operator, its agents, servants or workmen.
- 29.2 The Operator shall not be required to obtain such consent for:
- (a) The provision of labour, or
  - (b) The purchase of materials specified in the Contract.
- 29.3 In the event of a Subcontractor having undertaken towards the Operator in respect of the work executed, or the goods, materials, plant or Operations supplied by such Subcontractor, any continuing obligation extending for a period exceeding that of the Contract Period under the Contract, the Operator shall at any time, after the expiration of such period, assign to the Corporation, at the Corporation's request and cost, the benefit of such obligation for the unexpired duration thereof.

## **J. Default of Operator**

### **30. Events of Default**

- 30.1 At any time after the Commencement Date, the Competent Authority may investigate each case where the Operator has failed to properly perform the Operations in accordance with this Contract. The Competent Authority shall issue a notice to the Operator, instructing him to rectify the failure within a reasonable time.
- 30.2 An event of default on the part of the Operator, which results from the Operator being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the
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following causes:

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

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- iv. Any act is done or event occurs with respect to the Operator or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events.

### **31. Consequences of Default**

- 31.1 If a default by the Operator is said to have occurred pursuant to CC Section 31.1, the Corporation may, after giving three (3) days notice to the Operator, enter upon the Site, the Facilities and/or system, and terminate the Contract without thereby releasing the Operator from any of its obligations under the Contract, or affecting the rights and authorities conferred on the Corporation by the Contract. The Corporation may use so much of the Operator's equipment, temporary works and materials as it may think proper.
- 31.2 If the Contract is terminated because of an Operator's event of default, the Corporation shall be entitled to invoke the Security Deposit and carry out the Operations through a Successor Operator or departmentally and at the risk and cost of the Operator. If the total amount due to the Corporation exceeds any payment due to the Operator the difference shall be a debt payable to the Corporation.
- 31.3 If the Contract is terminated because of an Operator's event of default, all materials on the Site, plant, equipment and temporary works shall be deemed to be the property of the Corporation,
- 31.4 Unless prohibited by law, the Operator shall, if so instructed by the Competent Authority within three (3) days of such entry and termination referred to in CC Section 33.1, assign to the Corporation the benefit of any Contract for the supply of any goods or materials or Operations, which the Operator may have entered into for the purposes of the Contract.

## **K. Default of Corporation**

### **32. Events of Default**

- 32.1 An event of default on the part of the Corporation, affecting the performance of the Operator's Operations, shall be deemed to have occurred due to any of the following causes:
- (a) The Corporation does not give access to part of the Site by the Commencement Date;
  - (b) The Corporation does not make a payment certified by the Competent



damages or compensation under the provisions of,

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

### **36. Insurance**

36.1 The Operator shall provide, in the joint names of the Corporation and the Operator, insurance cover from the Commencement Date to one year beyond the end of the Contract Period, for the Operator's risks covering:

- (a) Loss of or damage of property (except the Facilities, System and Equipment) in connection with the Contract;
- (b) Personal injury or death; and
- (c) The Contractor's All Risk (CAR) Insurance Policy, The cover shall be obtained from the Directorate of Insurance, Maharashtra State only.

36.2 The Operator may, at its own discretion, provide for the following insurance covers, (a) Loss of or damage to the Facilities and/or System; and Such cover may be taken either from the Directorate of Insurance, Maharashtra State, or from any other insurance company with the approval of the Corporation.

36.3 The Operator shall deliver, policies and certificates to the Competent Authority for its approval before the Commencement Date. All such insurance shall provide for compensation to be payable in the types and

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proportions of currencies required to rectify the loss or damage incurred.

36.4 If the Operator or any of its Subcontractors does not provide any of the policies and certificates required, the Corporation may effect the insurance, which the Operator should have provided and recover the premiums the Operator has paid from payments otherwise due to the Operator or, if no payment is due, the payment of the premiums shall be a debt due to the Corporation.

36.5 Alterations to the terms of insurance shall not be made without the approval of the Competent Authority and both Parties shall at all times comply with any conditions of the insurance policies.

## **M. Force Majeure**

### **37. Force Majeure Events**

37.1 A Force Majeure event, as defined in CC Section 39.2, is said to have occurred if any such event arises after the issue of the Letter of Award of Contract and extends for a period greater than thirty (30) days, outside the control of both Parties, thereby rendering it impossible or unlawful for either Party to fulfill its Contract obligations, under the law governing the Contract.

37.2 The Force Majeure Events are:

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

37.3

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

indemnity or otherwise.

37.4

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

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

### **38. Consultation and Duty to Mitigate**

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

### **39. Consequences of Force Majeure**

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

#### **40. Resumption of Performance**

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

#### **N. Taking Over**

##### **41. Taking Over Process**

- 41.1 At the end of the Contract Period and subject to the provisions of CC Section 11.4, or its earlier termination except on account of default of the Operator, the Operator shall request the Competent Authority to take-over the Facilities and/or System. The Corporation shall take over the Facilities and/or System within seven (7) days of such a request being made.
- 41.2 The Operator shall:
- (a) Cease all further Operations, except for such Operations as may be necessary and instructed by the Corporation's Representative for the purpose of making safe or protecting those parts of the Facilities and/or System, and any Operations required to leave the Site in a clean and safe condition;
  - (b) Hand over all documents and supplies for which the Operator has received payments; and
  - (c) Remove Operator's equipment, which is on the Site and repatriate its entire staff and labour from the Site.
- 41.3 The Operator shall supply to the Competent Authority a detailed account of the total amount that the Operator considers payable under the Contract before the end of the Contract Period. The Competent Authority within twenty-eight (28) days of receiving the Operator's account shall certify any final payment that is due to the Operator, or indicate to the Operator the corrections or additions that are necessary. If the final account is still

unsatisfactory, after the Operator resubmits it, the Competent Authority shall decide on the amount payable to the Operator and issue a payment certificate.

- 41.4 The Corporation shall any time, within a period of ninety (90) days from the Completion Date or Termination Date as applicable, carry out an independent assessment of the Facilities and/or System departmentally or through a Successor Operator. Any deficiencies in the Facilities and/or System shall be made good by or at the cost of the Operator so as to bring the Facilities and/or System into Good Repair and proper working condition, as handed over at the Commencement Date and subsequent works done pursuant to CC Sections 14 and 16, normal wear and tear excepting.

## O. Security Deposit

### 42. Security Deposit

- 42.1 The Operator shall pay a Security Deposit equal to the amount indicated in 'Schedule A' as security for due fulfillment of the Contract, within seven (7) days after receipt of intimation in writing of acceptance of Tender.
- 42.2 The mode of making this deposit is as under.
- (a) **Initial Security Deposit:** It is optional to the Operator to make the Initial Security Deposit in any one of the following ways:
- i. Wholly in cash; or
  - ii. Wholly in form of National Saving Certificate pledged in favour of the Corporation or bank guarantees/fixed deposit from Nationalised/Scheduled Banks in the enclosed format; (**Annexure 1** of the Detailed Tender Notice) or
  - iii. Partly in cash and partly in form of National Saving Certificate pledged in favour of the Corporation or bank guarantees/fixed deposit from Nationalised/Scheduled Banks in the enclosed format.
- (b) **Retention Money:** The remaining amount of the Security Deposit (if applicable as per Schedule A) shall be recovered from the Operator's running bills at the rate of five (5) percent and such retention together with the Initial Security Deposit made as aforesaid shall not exceed in the Security Deposit as above after which such retention will cease.

## P. Procedure for Disputes & Arbitration

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### **43. Competent Authority's Decision**

43.1 If a dispute(s) of any kind whatsoever arises between the Operator and the Competent Authority's Representative the same shall be referred to the Competent Authority for its decision with detailed justification. Such reference shall be stated that it is in pursuance to this clause and is for reviewing and giving decisions by the Competent Authority. The Competent Authority shall give its decision within fourteen (14) days of receipt of notice. If either Party is not satisfied with the decision of the Competent Authority or the Competent Authority fails to give the decision within the period of fourteen (14) days from the date of receipt of notice under this clause, such a dispute may be referred to arbitration as per CC Section 46.

### **44. Sole Arbitration**

44.1 Except where, otherwise provided for in this Contract, all questions and disputes relating to the meaning of instruction hereinafter mentioned or as to any other question, claim, right, matter of handling whatsoever, if any arising out of or relating to this Contract, specification, estimates, instructions, orders or these conditions or otherwise concerning the Operations, or the execution or failure to execute the same where arising during the progress of the Operations or after completion or abandonment thereof of any matter directly or indirectly connected with this Contract shall be referred to the sole arbitration of the Municipal Commissioner, and if the Municipal Commissioner is unable or unwilling to act as such, then the matter in dispute shall be referred to sole arbitration or such other person appointed by the Municipal Commissioner who is willing to act as such Arbitrator. In case, the Arbitrator so appointed is unable to act for any reasons, the Municipal Commissioner in the event of such inability, shall appoint another person to act as Arbitrator in accordance with the terms of the Contract. Such person shall be entitled to proceed with the reference from the point at which its predecessors left it. It is also a term of this Contract that no Person other than a Person appointed by the Municipal Commissioner as aforesaid should act as an Arbitrator.

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

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# MIRA-BHAYANDAR MUNICIPAL CORPORATION

NAME OF WORK :- OPERATION & COMPREHENSIVE MAINTENANCE OF VARIOUS CAPACITY 15 WATER PUMPING STATION IN MBMC AREA

## DETAILED TECHNICAL SPECIFICATIONS

### 1. General Scope

Providing 24 x 7 operation and comprehensive operation & maintenance of SCADA-based/manual operating water pumping stations including preventive, predictive and breakdown maintenance of all mechanical, electrical, instrumentation, automation, civil and allied works, complete with supply of manpower, tools, tackles, spares, consumables and materials, as directed by the Engineer-in-Charge, in accordance with applicable Indian Standards and statutory norms.

The following pumping stations are cover in the work:

1.Saket Pumping
2.Kapurbavdi Pumping
3.Fatak Pumping
4.Kamla Park Pumping
5.Dongri Pumping
6.Chavli Pumping
7.Dhavgi Pumping
8.Lighthouse Pumping
9.Chowk / pali Pumping
10.Shanti Nagar Sec 11
11.Shanti Nagar Sec 7
12.Midc Pumping
13.Kashi Pumping
14.Janta Nagar Pumping
15.Godbandar Pumping

The details of above pumping station is mention shortly in annexure 1 & 2

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The scope shall include but not be limited to:

## 2. Operation of Pumping Station

- Round-the-clock operation of pumping station through SCADA/manual system and local control panels.
- Operation of raw / clear water pumps, HT/LT motors, VFDs, valves, actuators and auxiliaries as per demand and hydraulic conditions.
- Monitoring of flow, pressure, level, energy consumption, pump status, alarms and trends through SCADA.
- Manual operation during SCADA / communication failure without interruption of water supply.
- Maintaining daily log books, SCADA reports and operational records.
- Operating inlet valves in Elevated Service Reservoir/Ground Storage Reservoir (ESR & GSR) complex to receive water from bulk supplier;
- Operating pumps to maintain adequate water levels in the ESR & GBR at all times and operating generators during power failures to achieve the same;
- Daily checking pressures and Flow meter readings as directed by Engineer-in-charge;
- Recording & reporting of the reading of bulk flow meters at various locations on daily basis;
- Providing security for Facilities and/or System at all times;
- Maintaining cleanliness, avoiding conditions of water logging and mosquito breeding in ESR/GSR complex.
- Daily data regarding working hours of each pump's, power factor, power consumption should be collected, recorded and submitted to the Executive Engineer (Water Supply) by using programmable logic control;
- Various operations of flow meters and other allied accessories related to SCADA and Automation and recording the data of the same on daily basis.

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- Check, on a daily basis, all equipment such as water level indicators, lightening arresters, valves, pipes, ventilators, manhole covers, ladders, railings, etc. and attend to repairs within 24 hours as and when necessary to keep the equipment in proper working condition.
- Maintain ESR/GSR complex in mosquito proof conditions, maintain the premises clean.
- Cleaning & disinfecting interiors of ESR/GSR on half yearly basis
- Providing civil repairs to all structures except ESR but including compound wall, gate, roads/pathways, drains; and all related to pumping station
- Check, on a daily basis, all equipment such as pumps, motors, electrical cable contacts/lugs, various components of panel board, starters etc and attend to repairs within 24 hours & as and when faults occur so as to keep the equipment in proper working condition.
- Check, periodically, all pumps, motors, electrical cables, various types of component of panel boards, capacitors, starters, ACB/MCBs, etc. and rectify the defects detected so as to ensure efficient operations.
- Check, periodically and at least once every three months, all equipment in transformer sub-station, power temple, kiosk and report department to carry out repairs or replacement as necessary to keep the equipment in efficient working condition. Emphasis shall be given to the following:
  - Topping of transformer oil;
  - Balancing of load and voltage;
  - Assessing condition of dehydrating-breathers and replacing, if required;
  - Checking voltage tap changing switch function;
  - Conducting dielectric strength and acid test of transformer oil and filtering or replacing of oil if required;
  - Checking carbon deposition, loose contacts of DO (Drop Out) fuse and bus bars and replacing necessary components, if required;
  - Testing insulation by megger;
  - Checking continuity for proper earth connections; and
  - Checking resistance of earth pits and earth electrode.

- It is expected that the equipment shall be kept in full operating condition at all times, including standby equipment. Break down of any equipment has to be attended by Contractor urgently at any time during day or night. Breakdown if any shall be reported within 4 hours of its occurring, and the same shall be repaired within 24 hours.
- The Operator shall also liaise with Competent Authorities such as MSEDCL, MIDC, any other electricity supplier as required.
- The ownership of all scrap and replaced equipment or the parts that are supplied by the Corporation shall be that of the Corporation. All these scrap material should be stake properly as per direction of Engineer-in-charge.
- All the spare parts required for the maintenance of equipment's shall be provided by the Contractor. The Contractor shall warrant to the effect that all the spares shall be procured from the authorized sources and be of the best quality and fit for the purpose for which it is being used.
- The contractor is expected to carry out the work in such a manner as not be cause any damage to public property on account of negligence or otherwise. The Contractor shall be fully responsible for making good the damages so caused by him entirely at his own cost.
- The assets/works/Facilities/Systems of the Corporation shall be at the risk and in the sole charge of the Contractor and the Contractor shall be responsible for making good any loss or damage there to arising from any cause whatever including that due to a theft or robbery.
- The Contractor shall provide adequate engineering equipment, maintenance staff, inventories, plant and machinery, Vehicle, and all other things, whether of a temporary or permanent nature required for carrying out Operations under the Contract.

### **3. Energy Audit**

The Contractor shall take all necessary measures to minimize the power consumption in carrying out its Operations. The energy audit Operations shall include, but not be limited to, the following:

- Reducing electricity consumption by regulating pumping, through suitable modifications to the operating schedules
- Maintaining power factor at unity and demand to avoid penalty;

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- Contractor shall carry out the inspection of all electrical installation once in a six month period in said zone through Govt. approved / registered Class-I electrical Supervisor or Certified Energy Auditor.

#### **4. Mechanical Maintenance**

Preventive and breakdown maintenance of:

- Pumps (vertical turbine / centrifugal / submersible / booster)
- Replacement of damaged motor and pumps - couplings, bearings, seals, rewinding, shafts and any other related parts
- Valves (sluice, butterfly, NRV, air valve, control valve)
- Gear boxes, lifting arrangements and pipe fittings
- Alignment, vibration checking, lubrication and overhauling as per manufacturer's recommendations.
- c of worn-out parts including shaft, coupling, bearings, gaskets, nuts, bolts, packing, seals and all parts of machinery.
- Replacement of damaged pipes, fittings and valves for suction and delivery pipes
- Replacement of pump impellers, shaft, body, bearing.
- Repairs, maintenance and replacement of level indicators and lightning Conductors

#### **5. Electrical Maintenance**

- Maintenance of HT/LT panels, MCC, PCC, starters, VFDs, transformers, DG sets and lighting systems and other related system.
- Periodic checking of insulation resistance, earthing resistance and cable health.
- Maintenance of power supply system including cables, bus bars, breakers, contactors, relays and meters.
- Compliance with CEA Safety Regulations, IS 732, IS 3043 and Electricity Act provisions.
- Replacement of defective electrical items including cables, glands, lugs, MCB/MCCB, contactors, relays, switches, indication lamps, meters, earthing, lighting fittings and all other related material, involving dismantling, supply, installation, testing and commissioning of approved make materials,

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complete as per IS/BIS standards, CEA safety regulations and CPWD/PWD specifications, as directed by the Engineer-in-Charge.

- Panel Air-Conditioned Environment: All electrical control panels, PLC/SCADA panels and MCC/PCC panels shall be installed, operated and maintained in a continuous air-conditioned environment, ensuring suitable temperature and humidity as per OEM recommendations, including operation and maintenance of panel room air-conditioning system at all times, complete as directed by the Engineer-in-Charge.
- Replacement of damaged circuit breakers;
- Replacement of capacitors/ Installation of New Capacitors to avoid penalty
- Replacement of damaged cables

## **6. Instrumentation & SCADA System**

- Operation and maintenance of:
- PLC, SCADA servers, HMI, RTUs and communication equipment
- Field instruments such as flow meters, pressure transmitters, level sensors, chlorine analyzers (if any)
- Calibration of instruments as per OEM recommendations.
- Maintenance of network connectivity, data logging, alarm management and report generation.
- Coordination with SCADA software service providers, if required.

## **7. Civil & Structural Maintenance**

- Routine maintenance of pump house, sump, suction & delivery chambers, cable trenches, drainage and access roads.
- Minor and major civil repairs such as plastering, leak sealing, grouting, waterproofing, jacketing of column, painting and flooring.
- Upkeep of compound wall, gates, door, windows of structure.  
and safety structures.

## **8. Preventive Maintenance**

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- Preparation and implementation of monthly, quarterly and annual preventive maintenance schedules complete as directed by the Engineer-in-Charge
- Periodic inspection, testing and servicing of all equipment to ensure uninterrupted operation.
- Submission of preventive maintenance reports to Engineer-in-Charge.

### **9. Breakdown Maintenance**

- Immediate attendance and rectification of any breakdown or malfunction.
- Arrangement of necessary manpower, spares and tools to restore system within minimum downtime.
- No extra payment for breakdown repairs within the contract scope.

### **10. Supply of Manpower**

- Deployment of qualified and experienced necessary manpower shift wise for 24 x 7 operation and maintenance of pumping station like engineer, incharge, Pump operators, Electricians, Fitters, Instrumentation / SCADA technicians, Supervisors, helper
- If the contractor installs any automation system for operation of the wps at his own cost during the contract period, the contractor shall be permitted to operate the wps with minimum manpower as per the automated system. However, upon completion/expiry of the contract period, the contractor shall hand over the entire automation system, including all hardware, software, instruments, panels, PLC/SCADA, licenses (if any), drawings, manuals, and passwords, to the Municipal Corporation in good working condition, without any additional cost."
- All manpower shall comply with labour laws, minimum wages, EPF, ESI and safety norms.
- The contractor shall be responsible for the safety of all activities on the Site and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the Operations carried out, whether these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specifications or not.

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### **11. Spares, Consumables & Lubricants**

- Supply of all required spares, oils, greases, consumables, electrical items and all related materials for routine and breakdown maintenance.
- All materials shall be of approved make and IS standards.

### **12. Safety, Statutory & Environmental Compliance**

- Compliance with IS, BIS, CEA, CPWD safety code, Factory Act and local authority guidelines.
- Provision of PPEs, fire extinguishers, first-aid kits and safety signage with all in good condition and upto date check expiry always .
- Proper housekeeping and disposal of waste materials.

### **13. Improvement And Maintenance Of Green Area (Gardening):**

Carrying out necessary works to develop, improve and maintain green areas within and around the water pumping station premises including cleaning of area, soil preparation, lawn development, planting of shrubs and trees (as approved), regular watering, trimming, pruning, removal of weeds, application of manure/fertilizer, replacement of dried plants, maintenance of pathways and overall upkeep to ensure a clean, green and aesthetically pleasing environment, complete with supply of required labour, tools, water, consumables and all other material as directed by the Engineer-in-Charge.

### **14. Maintenance and Cleaning of Washrooms:**

Regular cleaning, upkeep and maintenance of all washrooms/toilets at the water pumping station including daily cleaning, washing and disinfection of floors, walls, sanitary fittings and drainage, ensuring proper water supply, lighting and hygiene at all times, complete with supply of necessary labour, cleaning materials and consumables, as directed by the Engineer-in-Charge.

### **15. Documentation & Reporting**

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Maintenance of:

- Daily operation log sheets
- Breakdown registers
- Preventive maintenance records
- SCADA data and energy consumption reports
- Submission of monthly performance and compliance reports.

## 16. Transportation & Miscellaneous

- All costs towards transportation, loading/unloading, handling, tools, tackles and incidental charges shall be included.
- The work shall be carried out complete in all respects as directed by the Engineer-in-Charge.

## 17. Scope of Work: O&M of Closed-Loop VFD Systems (PLC–SCADA–IoT)

Coverage: Saket, Kapurbawdi, Phatak, kamala park water pumping stations • Hours: 24×7 •

a) Objectives

- Maintain stable pressure/flow via closed-loop VFD control with multi-pump staging & synchronization.
- Maximize uptime, safety, and energy efficiency with transparent monitoring and reporting.
- Ensure standards compliance, proper documentation, and trained manpower.

b) System Control (Minimum)

- Closed-loop PID on discharge pressure and/or flow; optional cascade/remote reference.
- Lead–lag rotation, auto cut-in/cut-out, anti-cycling, and soft-fill to prevent water hammer.
- Protections: low suction, high discharge, dry run, overcurrent/overtemp, phase loss, under/over-voltage.
- PLC logic for multi-VFD synchronization; SCADA HMI for monitoring, alarms, trends; IoT for remote telemetry.

c) Operations (24×7)

- Operate pumps to meet setpoints; adjust VFD parameters/PID tuning as required.

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- Real-time monitoring: pressure, flow, suction, run hours, motor/VFD health, alarms.
- Alarm handling with prioritization; coordinate with MBMC for supply schedules/power events.

#### d) Preventive & Corrective Maintenance

- PM (indicative):
  - *Daily*: Visual checks, alarms review, housekeeping.
  - *Monthly*: Panel cleaning, terminal torque checks, VFD cooling/filters.
  - *Quarterly*: Loop verification, PID check, instrument calibration check.
  - *Annual*: NABL calibration of instruments, electrical audit, VFD health check, earthing test, motor IR/PI.
- 24×7 breakdown attendance; RCA for major/repeated faults; timely restoration.

#### e) PLC–SCADA–IoT

- Maintain/update PLC logic & SCADA screens; backups & version control (onsite/offline).
- Historian trends; alarm rationalization & housekeeping.
- IoT gateway for secure telemetry (e.g., MQTT/HTTPS), encryption, and remote dashboards.

#### f) Electrical & Auxiliaries

- O&M of MCC/PCC/ACP/PLC panels, UPS/charger, earthing, ventilation.
- Harmonics mitigation.

#### g) Energy Management

- Setpoint optimization, night set-back, pump scheduling; kWh/ML tracking.
- energy performance and improvement actions.

#### h) Documentation & Training (Deliverables)

- As-built drawings (SLD, GA, wiring, IO lists, networks), logic narrative, SOPs/LOTO.
- Daily logs; weekly/monthly/quarterly reports; annual comprehensive report.
- Quarterly operator/technician training; handover kits with software backups.

#### i) Manpower

- Site in-charge, automation/controls engineer (cluster/shared), shift operators, and electrician/technicians(cluster/shared) as per station size.
- Attendance, competency matrix, and training records maintained.

#### j) Standards & Compliance

- Electrical: IS 732, IS 3043, IEC 61439 | Motors/Drives: IS/IEC 60034, IS 12615 | Harmonics: IEEE 519
- Automation/Cyber: ISA-101, IEC 62443 | Safety: LOTO, confined space, PPE, statutory norms.

#### k) Spares & Tools (Minimum)

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- Pressure/flow transmitters, suction switches, VFD fans/cards; essential relays/fuses/contactors/SMPS; Ethernet switch; panel filters; UPS batteries.
- Calibrated meters, insulation tester, IR thermometer, harmonics analyzer (shared), laptop with licensed software.

m) SLAs & KPIs

- Uptime:  $\geq 99.0\%$  (monthly, site-level)
- Critical fault response:  $\leq 30\text{--}60$  min; Restoration:  $\leq 2\text{--}6$  hrs (spares permitting)
- PM adherence: 100% ( $\pm 7$  days) • Reporting: Daily by 10:00 hrs; Monthly by 5th
- KPIs: Pressure within band  $\geq 95\%$  time; kWh/ML trend; Telemetry uptime  $\geq 98\%$ ; Alarm repeat reduction QoQ.

n) Interfaces

- Integration with existing PLC/SCADA (Modbus RTU/TCP, Profibus/Profinet, Ethernet/IP), DG/AMF, flow meters, level sensors, valves.
- Optional data exchange to MBMC

o) Data Integration:

- Connect to diverse data sources, including standard databases, telemetry & SCADA systems, and a wide range of sensor types relevant to network and plant optimization like flow, pressure, level, temperature, motor speeds, start/stop/run status, etc. to achieve Digital Twin.
- Unify utility network and plant data via Amazon Web Services (AWS) cloud infrastructure.

ANNEXTURE - 1								
Sr.No.	Item Description	Unit	Saket		Kapurbavdi		Fatak	
			Item Description	Qty	Item Description	Qty	Item Description	Qty
<b>A Pumping system designed for variable load consisting of following major Components</b>								
1	Specially Designed Vertical Turbine Pump for Closed Pressure Vessel with Grade Motor	Nos	Specially Designed Vertical Turbine Pump for Closed Pressure Vessel with 600HP/ 4P VFD Grade Motor	6	Specially Designed Vertical Turbine Pump for Closed Pressure Vessel with 300HP/ 4P VFD Grade Motor	3	Specially Designed Vertical Turbine Pump for Closed Pressure Vessel with 120HP/ 4P VFD Grade Motor	3
2	Motor	Nos	600HP/ 4P VFD Grade Motor	6	300HP/ 4P VFD Grade Motor	3	120HP/ 4P VFD Grade Motor	3
3	Starter	Nos	VFD with all Safeties & PLC Programmed Automation	6	VFD with all Safeties & PLC Programmed Automation	3	VFD with all Safeties & PLC Programmed Automation	3
<b>B pressure vessel with surge suppression mechanism</b>								
		Nos	Job	1	Job	1	Job	1
<b>C All valves with Motorised Actuators and pressure regulation and Scada interface</b>								
i	Butterfly Valve	Nos	500mm	6	500mm	3	400mm	3
ii	Butterfly Valve	Nos	600mm	6	600mm	1	600mm	1
iii	Butterfly Valve	Nos	1200mm	2	600mm	2	600mm	2
iv	NRV	Nos	500mm	6	500mm	3	400mm	3
v	NRV	Nos	1200mm	1	600mm	1	600mm	1
4	M.S Pipes & Specials	KGs	M.S Pipes & Specials	5000	M.S Pipes & Specials	11000	M.S Pipes & Specials	11000
5	Pressure Transmitter / Level	Nos	Pressure Transmitter / Level	2	Pressure Transmitter / Level	2	Pressure Transmitter / Level	2
6	SS Bellows	Nos	SS Bellows	6	SS Bellows	3	SS Bellows	3
7	EOT / HOT	Nos	EOT	2	EOT	1	EOT	1
<b>D Automation and Instrumentation</b>								
1	Flowmeter	Nos	Nos	2	Nos	1	Nos	1
2	SCADA Room ,VDU, Office, peripherals, Air Handling system	Job	Job	1	Job	1	Job	1
3	VFD	Job	Job	6	Job	3	Job	3
<b>E Electrical</b>								
1	H.T Sub-station with Transformers Express Feeder H.T cable, SF6 RMU , SFU etc Complete	Job	1000KVA	2	500KVA	2	500KVA	2
2	L.T copper cable plus trays	mtrs	500 sq.mm Copper	1100	500 sq.mm Copper	700	500 sq.mm Copper	700
3	MCC panel along with D.G	Job	1200kva	2	900kva	2	900kva	2
4	Electrification and Earthing , Noise barriers	Job	Electrification and Earthing , Noise barriers	1	Electrification and Earthing , Noise barriers	1	Electrification and Earthing , Noise barriers	1
5	DG set	Nos	380KVA	1	380KVA	1	380KVA	1
<b>F Civil</b>								
	Construction of Multilevel Pumping station Indoor HT Sub Station, SCADA Room, Office, Watchman Room, Gates, Levelling of Ground, Wash Room etc	Sq.mtrs	Sq.mtrs	600	Sq.mtrs	300	Sq.mtrs	300
<b>G Tentative Life of Equipment</b>								
		Year	2017		2010		2014	

ANNEXTURE - 2																										
Sr.No.	Item Description	Unit	GHODBUNDER		KASHI JANTA		KASHI CHURCH		MIDC		SEC-7		SEC-11		DONGRI		PALI		LIGHT HOUSE		CHAWLI		DHAUGI		Kamala Park	
			Description	Qty	Description	Qty	Description	Qty	Description	Qty	Description	Qty	Description	Qty	Description	Qty	Description	Qty	Description	Qty	Description	Qty	Description	Qty	Description	Qty
<b>A Pumping Machinery</b>																										
1	Pump	Nos	END SUCTION	2	VT	2	VT	2	VT	3	HSC	2	HSC	3	VT	3	VT	2	END SUCTION	2	END SUCTION	2	Specialty Designed Vertical Inline Pump for Inline Bouding with 200HP/ 50 VFD	2	VT	3
2	Motor HP/RPM	Nos	20/1450	2	30 HP	2	40 HP	2	120HP	3	60 HP	2	60 HP	3	50 HP	3	30HP/ 4P	2	15 HP	2	30 HP	2	25 HP/ 4P VFD Grade Motor	2	120HP	3
3	Starter	Nos	S/D	2	S/D	2	VFD	2	ATS/VFD	3	ATS	2	ATS/VFD	3	ATS	3	S/D	2	S/D	2	S/S	2	VFD with all Safeties & PLC Programmed Automation	2	VFD	3
<b>C Valves</b>																										
i	Suction Valve (mm)	Nos	200mm	2	200mm	2	200mm	2	NA		NA		NA		NA		NA		100mm	2	200mm	2	100mm	3	NA	
ii	Discharge Valve (mm)	Nos	200mm	2	200mm	2	200mm	2	200mm	3	200mm	2	200mm	2	200mm	2	150mm	2	100mm	2	200mm	2	100mm	1	300mm	3
iii	NRV (mm)	Nos	100mm	2	200mm	2	200mm	2	200mm	3	200mm	2	200mm	2	200mm	2	150mm	2	100mm	2	200mm	2	100mm	2	300mm	3
iv	Header Valve (mm)	Nos	500mm	1	300mm	1	200mm	6	300mm	1	300mm	1	NA		300mm	1	NA		200mm	1	NA		NA		500mm	4
v	Header NRV (mm)	Nos	NA		NA		NA		NA		NA		NA		NA		NA		NA		NA		NA		NA	
4	M.S Pipes & Specials	KGs	M.S Pipes & Specials		M.S Pipes & Specials		M.S Pipes & Specials		M.S Pipes & Specials		M.S Pipes & Specials		M.S Pipes & Specials		M.S Pipes & Specials		M.S Pipes & Specials		M.S Pipes & Specials		M.S Pipes & Specials		M.S Pipes & Specials		M.S Pipes & Specials	
5	Pressure Transmitter / Level	Nos	NA		Pressure Transmitter / Level	2	Pressure Transmitter / Level	1	Pressure Transmitter / Level	2	Pressure Transmitter / Level	1	Pressure Transmitter / Level	1	Pressure Transmitter / Level	1	NA		NA		Pressure Transmitter / Level	1	Pressure Transmitter / Level	2	Pressure Transmitter / Level	2
6	SS Bellows	Nos	NA		SS Bellows	2	SS Bellows	3	SS Bellows	3	NA		SS Bellows	3	NA		NA		NA		NA		NA		SS Bellows	3
7	EOT / HOT	Nos	NA		HOT	1	Pulley	1	EOT	1	HOT	1	HOT	1	HOT	1	HOT	1	NA		NA		NA		EOT	1
<b>D Automation and Instrumentation</b>																										
1	Flowmeter	Nos	Nos	1	Nos	1	Nos	1	Nos	2	Nos	1	Nos	1	Nos	1	Nos	1	NA		NA		Nos	1	Nos	2
2	SCADA Room ,VDU, Office, peripherals, Air Handling system	Job	Job	1	Job	1	Job	1	Job	1	Job	1	Job	1	NA		NA		NA		NA		Job	1	Job	1
3	VFD	NA	NA	NA	NA	Job	2	Job	1	NA		Job	1	NA		NA		NA		NA		Job	2	Job	3	
<b>E Electrical</b>																										
1	Power Supply	Job	LT	2	Adani		Adani		Adani		Adani		Adani		ADANI		ADANI		ADANI LT		ADANI		ADANI		ADANI	
2	L.T Panel	Job			Available	1	L.T panel		500 sq.mm Copper		L.T panel	1	L.T panel	1	L.T panel	1	NA		L.T PANEL	1	L.T PANEL	1	L.T PANEL VFD	700	L.T PANEL	
3	D.G.				NA		NA		NA		NA		NA		NA		NA		NA		NA		NA		NA	
<b>F Civil</b>																										
	SLUMP / GSR		As per site																							
	Pumping station Indoor LT Sub Station, SCADA Room, Office, Watchman Room, Gates, Wash Room, Plantation etc				Pump house with Sump	25	Sq.mtrs		Pump house with ESR and Sump		Ourmhouse with ESR and Sump		Sq.mtrs	600	Sump Pump House		Sq.mtrs	100	Sq.mtrs		Sq.mtrs		CUBICLE		Sq.mtrs	
<b>G Tentative Life of Equipment</b>																										
		Years	2021		2008		2023		2017		2014		2014		2016		2020		2020		2020		2022		2025	

Contractor/Agenc

No. of

Executive Engineer

DECLARATION

Contractor/Agenc

No. of

Executive Engineer

## DECLARATION

I hereby declare that I have personally visited and thoroughly inspected all the sites of the proposed work, including all 15 Water Pumping Stations of various capacities, rising mains, electrical installations, control panels, valves, pipelines, and all associated infrastructure under the jurisdiction of Mira Bhayandar Municipal Corporation. I have fully understood the existing condition, operational status, site constraints, and all local factors affecting the execution of the work.

I further declare that I have carefully examined all tender documents, specifications, scope of work, and contract conditions, and I agree to execute the work in accordance with the same.

I hereby unequivocally agree and undertake that all the Water Pumping Stations and associated infrastructure shall be handed over to me on an **"AS IS WHERE IS"** basis, including all existing defects, deficiencies, non-functional equipment, leakages, damages, electrical/mechanical faults, and operational issues. I shall not claim any extra cost, compensation, or extension of time due to the present condition of these installations.

I undertake to immediately take over all 15 pumping stations and commence the work of operation and comprehensive maintenance, and to operate, repair, rectify, and maintain all pumps, motors, panels, valves, pipelines, and allied systems in safe, efficient, and continuous working condition, as per the required performance standards and supply requirements.

I further agree that:

- Ensuring continuous and uninterrupted water supply through all pumping stations shall be my sole responsibility.
- Any breakdown, pump failure, electrical fault, leakage, or interruption shall be attended immediately and rectified at my own cost unless otherwise specified.
- I shall deploy adequate skilled operators, electricians, helpers, and supervisory staff for round-the-clock operation.
- I shall arrange all necessary tools, tackles, consumables, lubricants, and minor spares required for smooth functioning.
- I shall maintain proper logbooks, operation records, energy consumption data, and submit reports as required by the department.
- I shall ensure compliance with all safety standards, electrical regulations, and labour laws.

I understand and accept that any failure in maintaining proper operation, delay in attending

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complaints, interruption in water supply, or negligence shall attract penalties, risk and cost action, or termination of contract as per tender conditions.

I undertake to follow all instructions issued by the Executive Engineer-In-Charge or his authorized representative and shall abide by all contract conditions.

**Contractor's Signature**