

MIRA- BHAINDAR MUNICIPAL CORPORATION

(WATER SUPPLY DEPARTMENT)

TENDER NOTICE NO. 25/1 (2025-26)

For

**Supply, installation, testing and commissioning of MCC panel
components of STP No.4 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 :- Supply, installation, testing and commissioning of
MCC panel components of STP No.4 in mbmc area.**

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TENDER NOTICE



मिरा-भाईदर महानगरपालिका

पाणी पुरवठा व मलनिसारण विभाग

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

ता. जि.ठाणे - 401 101



निविदा सुचना क्र. 25 (2025-26)

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

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

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

अ.क्र	कामाचे नाव	अंदाजित खर्च (GST वगळून)	निविदेचा प्रकार	कंत्राटदार चा वर्ग	इसारा रक्कम	सुरक्षा अनाम	निविदा फॉर्म फी	कामाची मुदत
1.	मिराभाईदर महानगरपालिका क्षेत्रातील मलनिःसारण केंद्र क्र. 04 मधील MCC पॅनल मधील घटकांचा पुरवठा, बसविणे, चाचणी व कार्यान्वीत करणे.	रु.94,33,520/-	B-1	वर्ग - अ (विद्युत/यांत्रिक)	रु.94,335/-	5%	रु.1000/- + रु.180/- GST = रु.1180/-	04 महिने
2.	मिरा-भाईदर महानगरपालिका क्षेत्रातील सार्वजनिक वापराच्या विहीरींची साफ-सफाई व दुरुस्ती करणे.	रु.59,77,357/-	B-1	वर्ग 4अ व त्यावरील	रु.59,774/-	5%	रु.1000/- + रु.180/- GST = रु.1180/-	12 महिने

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

(दिपक खांबित)

शहर अभियंता

मिरा-भाईदर महानगरपालिका

जा.क्र.मनपा/पा.पु.व मलनि/25/2025-26

दि.21/01/2026

Contractor/Agency

No. of Corrections

Executive Engineer



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



TENDER NOTICE No. 25 (2025-26)

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

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

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

Sr. No	Name of Work	Estimate Cost (Excluding GST)	Tender Type	Contractor's Class	Earnest Money Deposit (EMD) (In Rs.)	Security Deposit (SD)	Cost of Tender documents (In Rs.)	Period of Completion
1.	Supply, installation, testing and commissioning of MCC panel components of STP No.4 in mbmc area	Rs.94,33,520/-	B-1	Class A (Electric/ Mechanical)	Rs.94,335/-	5%	Rs.1000/- + Rs.180/- = Rs.1180/-	04 Month
2.	Cleaning & Repairing of Public Wells in Mbmc area	Rs.59,77,357/-	B-1	Class 4A and above	Rs.59,774/-	5%	Rs.1000/- + Rs.180/- = Rs.1180/-	12 Month

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

(Deepak Khambit)
City Engineer
Mira Bhaindar Municipal Corporation

No :- MNP/WS & Sew/25/2025-26
Date :- 21/01/2026.

DETAIL TENDER NOTICE

MIRA - BHAINDAR MUNICIPAL CORPORATION

DETAILED TENDER NOTICE

NAME OF WORK : Supply, installation, testing and commissioning of MCC panel components of STP No.4 in mbmc area.

TENDER PROGRAMME.

- 1) The tender document are available at <https://mahatenders.gov.in> from 23/01/2026 to 02/02/2026.
- 2) The prequalification criteria , Terms and conditions are available on website.
- 3) The digital signature is mandatory. The bidder will have to purchase it from any government digital certificate authority.
- 4) For any other queries, bidder can contact Help Line No. 0120-4200462, 0120-4001002.
- 5) Blank Tender document can be download from above mentioned website. The tender document cost Rs.1,180/- (Rs. One thousand one Hundred eighty Only) (Non-Refundable) shall be paid by online.
- 6) Earnest Money Deposit of Rs.94,335/- (Rs. Ninety four Thousand three Hundred thirty five 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.
- 8) All papers enclosed with tender should be clear & attested .
- 9) The tendered rates should be inclusive of all statutory duties and taxes GST levied by
GOI &
GOM in all respect
- 10) After sanctioning of tender 3 % security shall be paid either by cash / pay order or bank guarantee in favor of MBMC and remaining 2 % security shall be deducted from bills.
- 11) Technical Proposal. :

Technical Proposal work shall contain following documents.

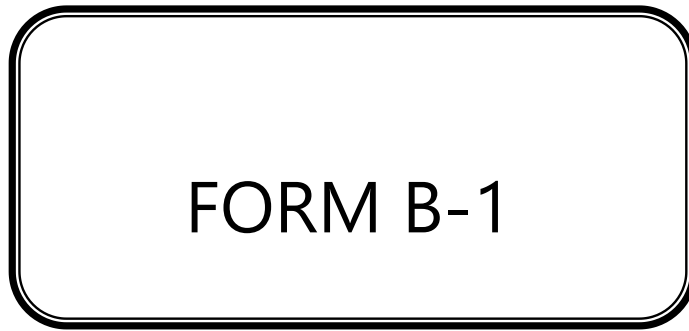
1. Form Fee Receipt	(Online Form fee Receipt - Scan Copy)
2. Earnest Money Deposit Receipt	(Online Earnest Money Deposit Receipt (Scan Copy))

3. Balance Sheet of Last 3 Years.	(C.A. certified copy of Balance sheet (Scan Copy) . (In Year of 2022-23, 2023-24, 2024-25))			
4. GST Registration Certificate.	(GST Registration Certificate (Scan Copy))			
5. Attested copy of certificate as registered contractors in appropriate class by Government of Maharashtra or any other Govt. Or semi Govt. Organization. (Electric/ Mechanic)	Registration copy of class Class A (Electric/ Mechanic) by Government of Maharashtra or any other Govt. Or semi Govt. Organization (Scan Copy)			
6. Following works experience in Govt./ Semi Govt. organization				
<table border="1"> <tr> <td data-bbox="201 790 264 1751">B</td> <td data-bbox="264 790 416 1751">The minimum cost of the work of similar nature and value completed by the contractors in the last 5 years Similar work completion certificate (i.e. Supply, Erection / Installation, Testing and commissioning / refurbishment of LT/HT Panel)</td> <td data-bbox="416 790 810 1751">- Three similar completed works, of which work wise costing should not be less than the amount equal to 40% of the estimated cost. In same work following work should be done by bidder. OR Two similar completed works, of which work wise costing should not be less than the amount equal to 50% of the estimated cost. In same work following work should be done by bidder. OR One similar completed work costing should not be less than the amount equal to 80% of the estimated cost. In same work following work should be done by bidder.</td> </tr> </table>	B	The minimum cost of the work of similar nature and value completed by the contractors in the last 5 years Similar work completion certificate (i.e. Supply, Erection / Installation, Testing and commissioning / refurbishment of LT/HT Panel)	- Three similar completed works, of which work wise costing should not be less than the amount equal to 40% of the estimated cost. In same work following work should be done by bidder. OR Two similar completed works, of which work wise costing should not be less than the amount equal to 50% of the estimated cost. In same work following work should be done by bidder. OR One similar completed work costing should not be less than the amount equal to 80% of the estimated cost. In same work following work should be done by bidder.	<p>Similar work completion certificate</p> <p>40% 03 Works</p> <p>50% 02 Works</p> <p>80% 01 Works</p> <p>(Scan copy)</p> <p>(In Year of 2020-21, 2021-22, 2022- 23, 2023-24, 2024-25)</p>
B	The minimum cost of the work of similar nature and value completed by the contractors in the last 5 years Similar work completion certificate (i.e. Supply, Erection / Installation, Testing and commissioning / refurbishment of LT/HT Panel)	- Three similar completed works, of which work wise costing should not be less than the amount equal to 40% of the estimated cost. In same work following work should be done by bidder. OR Two similar completed works, of which work wise costing should not be less than the amount equal to 50% of the estimated cost. In same work following work should be done by bidder. OR One similar completed work costing should not be less than the amount equal to 80% of the estimated cost. In same work following work should be done by bidder.		
7. Contractor Should Further Make Available Of The Following Key And Critical Equipment As Mentioned Below For This Work And Which Should Be Owned / Hired By The Contractor And Same Shall Be In His Possession At The Time Of Submission Of Tender	The Bidder Should Submit / Upload The Service Support Letter On The Letter Head Of Original Equipment Manufacturer Of Following Key & Critical Equipment's I.E. From The Electric panel / PLC Manufacturer (M/S. Schneider Electric).			

8. Affidavit on stamp paper of Rs.500/- stating authenticity of the documents enclosed/uploaded while submission of the tender to be enclosed in envelope no.1 as per Annexure No. 1	(It will be mandatory for the tenderer to submit an affidavit in the prescribed format as Annexure No. 1 on Rs. 500 stamp paper only dated after the date of publication of the tender. Otherwise, the said affidavit will not be considered)
9. The Bidder Shall not be Blacklisted in any other government / semi government / Urban Local bodies on contractors letter head. The Bidder organization shall upload an undertaking	(Submission of declaration letter by the tenderer regarding non-blacklisting. (Scan Copy))

12) Time of Contract : The contract period is Four months.

13) Mira Bhaindar Municipal Corporation reserves their right to make any changes in the above schedule.



A)

(c) The amount of earnest money to be deposited shall be in accordance with the provision of paras 206 and 207 of the MPW Manual

B) Estimated CosT : Rs. 94,33,520/-

C) Earnest Money : Rs.94,335/-

(d) This deposit shall be in accordance with paras 213 and 214 of the MPW Manual, instruction issued by MBMC from time to time.

D) Security Deposit: Total (5% of contract amount)

(e) This percentage where no security deposit is taken,

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

F) 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%

G) Percentage, if any, to be deducted from bills so as to make the total amount required as security deposit. @ 5%

(f) If additional security deposit

F) 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

G) 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 tenders 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)

CONDITIONS OF CONTRACT

other suitable source suggested by GSDA and to ascertain its adequacy during summer. In such case the Executive Engineer will ascertain the reasonable time required for completion of remaining works included in the contract and shall grant suitable extension to the Contractor the decision of the engineer-in-charge regarding suitable extension shall be treated as final and binding on the contractor. However, such extension shall not be less than '1/2 of period of completion stated in the original contract. The Contractor shall prepare revised programme of work based on extended time limit granted and shall get the same approved from the executive Engineer. Based on approved revised programme the progress of the contractor shall be watched for imposing compensation by the Executive Engineer. The Contractor shall prepare modified programme on completion of successful yield test and get it approved from the Engineer-in-charge and such approved and modified programme shall be binding on the Contractor in case of all other schemes where ground water is not proposed as source and have other assured water source, works of all the sub-works can be taken up by the contractor simultaneously and for such scheme the time limit stated in the Contract shall be treated as final and binding on the Contractor. Executive Engineer should be the final authority in this respect irrespective of the fact that the tender is accepted by MBMC.

Clause 3 : In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit

(actually in hand with the Engineer-in-charge on the date on which action under this clause is taken irrespective of Security Deposit specified in the contract whether paid in one sum or Deducted by installments) or in the case, of abandonment of the work owing to serious illness or death of the contractor or any other cause the Engineer, on behalf of the MBMC, shall have power to adopt any of the following courses, as he may deem best suited to interest of MBMC:-

(a) To rescind the contract (for which recession notice in writing to the contractor under the hand of Executive Engineer shall be conclusive evidence) and in that case the Security Deposit of the contractor shall stand forfeited and be absolutely at the disposal of MBMC.

(b) To carry out the work or any part of the work departmentally or through other contractor by debiting the original contractor with the cost of the work, expenditure incurred on tools and plant, and charges for advertisement for fixing new contractor and those on additional supervisory staff including the cost of work charged, establishment for getting the unexecuted part of the work completed and crediting him with the value of the work done departmentally /or through new contractor in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as so to the value of the work so done departmentally shall be final and conclusive against the contractor.

(c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charge establishment and the cost of the work executed by the new contract agency will be debited to other contractor and the value of the work done or executed through the new contractor be credited in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for

getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under clause (a) above, the contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing about the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited the contractors, the amount of excess shall be deducted from any money due to the contractor by MBMC under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided however that the contractor shall have no claim against MBMC even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) and (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of not having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the contract. The extra cost involved in the completion of the balance work carried out through the other contractor under Clause - 3(C) shall be recoverable from the contractor over and above the compensation levied under Clause 2 and the Security Deposit shall be apportioned against the total recoveries for this purpose also.

Clause 4 : If the progress the of any particular portion of the work is unsatisfactory, the Executive Engineer shall not with standing that the general progress of the work is in accordance with the condition mentioned in clause 2 be entitled to take action under clause 3 (b) after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Clause 5 : In any case in which any of the powers conferred upon Executive Engineer by clauses 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non- exercise thereof shall not constitute waiving of any of the conditions hereof the such powers shall not withstanding be exercisable in the event of any future case of default by the contractor for which under any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under Sub-Clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools and plants, materials and stores, in or upon the work or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in the case of contract rates not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises within a time to dc specified in such notice, and in the event of' the contractor failing to

comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

*Extension
of Time*

Clause 6 : If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Executive Engineer or in the opinion of Commissioner, as the case may be, if in his opinion, there were reasonable grounds for granting the extension, grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

*Final
certificate*

Clause 7 : On the completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter and hereinbefore called the Engineer-in-charge) of such completion but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding surplus materials and rubbish his tools, plants and equipments and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floor or other parts of any building in or upon which the work has been executed or of which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received approval of the Engineer-in-charge the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning off the dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor, remove such scaffolding, tools and plants, equipments surplus materials and rubbish and dispose off the same as the thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding tools and plants equipments or endanger the safety thereof provided that the decision of the Engineer as to the stage at which the work or any part of its could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 90 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days, of such mention and requiring the Engineer to record the final measurements of the work already done and to pay final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall

Contractor/Agency

No. of Corrections

Executive Engineer

proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days, from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

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

[4] In the event of – Any total stoppage of work on notice from the Engineer under Sub clause (1) in that behalf. Withdrawal by the Contractor from the contractual obligation to complete the remaining unexecuted work under sub clause (2) on account of continued suspension of work for a period exceeding 90 days.

(iii) Curtailment in the quantity of item or item originally tendered on account of any alteration, omission or substitution in the specifications, drawings, designs or instructions under clause 14 where such curtailment exceed 25% in quantity and the value of the quantity curtailed beyond 25% at the rates for the item specified in the tender is more than Rs.5000/-.

It shall be open to the contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from contractual obligations under the contract on account of the continued suspension of work or (iii) notice under clause 14 resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase materials for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the MBMC to take over on payment such material at the rates determined by the Engineer, provided, however, such rates shall in no case exceed the rates at which the same was acquired by the contractor. The MBMC shall thereafter take over the material so offered provided the quantities offered are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

Clause 8 (A): The contractor shall not be entitled to claim any compensation from MBMC for the loss suffered by him on account of delay by MBMC in the supply of materials entered in Schedule 'A' where such delay is caused by –

Difficulties relating to the supply of railway wagons,

- i) Force major.
- ii) Act of God

- iii) Act of enemies of the State or any other reasonable cause beyond the control of MBMC.

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

Time limit for unforeseen

Clause 9: Under no circumstance whatever shall the contractor be entitled to any compensation from MBMC on any account unless the contractor shall have submitted claim in writing to the Engineer-in-charge within one-month case of such claim occurring.

action and compensation available in case

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

to be opened to

contractor or responsible agent to

Clause 11 : All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and /or his subordinate and /or his superior and the contractor shall at all time during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinate and / or his superior to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Notice to be given before work is

Clause 12 : The Contractor shall give not less than 5 days notice in writing to the Engineer-in-charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions therefore taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement

Contractor/Agency

No. of Corrections

Executive Engineer

without such notice have been given or consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Contractor
liable for
damage done
or

Clause 13: If during the period of 12 months from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract or 63 months from commissioning the work, whichever is earlier in the opinion of the Executive Engineer, the said work is defective in any manner, whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Executive Engineer duly commence execution and completely carry out at his cost rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of the Executive Engineer in the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and/or to complete the same as aforesaid as required by the said notice and/or to complete the same as aforesaid as required by the said notice, the Executive Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of contractor. However the defect shall not include the works of routine maintenance, repainting, replacement of stolen items / damaged works for which contractor is not responsible defect arise due to lack of timely maintenance, reduction in performance due to use of the machinery and equipment to the extent such are normally affects the performance / efficiency, normal wear and tear of machinery accessories and equipments, rewinding of electrical motors damaged due to inadequate voltage/ damaged due to use conditions not recommended by the contractor / manufacturer, damages due to unusual floods etc. The contractor shall forthwith on demand pay to the MBMC the amount of such costs, charges and expenses sustained or incurred by the MBMC of which the certificate of Executive Engineer, shall be final and binding on the contractor. Such cost charges and the expenses shall be deemed to be debt due from the contractor and in the event of the contractor failing or neglecting to the same on demand as aforesaid without prejudice to any other rights and remedies of the MBMC the same may be recovered from the contractor as arrears of land revenue through the Collector of District. The MBMC shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the MBMC to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by the MBMC.

ANNEXURE TO CLAUSE 20 :

The defect liability period shall be as under :

Types of Work	Defect liability period after commissioning
Supply, installation, testing and commissioning of MCC panel components of STP No.4 in mbmc area.	12 months

a) Distribution System.

Contractor to supply plant,

Clause 14 : The contractor shall supply at his cost all materials (except such special materials, if any as may in accordance with the contract, be supplied from the MBMC's stores) plant tools, appliances implements, ladders, tools, tackle scaffolding and temporary works requisite or proper for the proper execution of the work whether in the original, altered or substituted from the whether included in the specification or other documents forming part of the contract of referred to in these conditions or not and which may be necessary for the purpose or satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage here for to and from the work. The contractor shall also supply without charge and from the work. The contractor shall also supply without charges the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials failing which the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may with consent of the contractor be paid or compromising any claim by any such person.

Measure for prevention

Clause 15: The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permission from the Executive Engineer.

When such permit is given and also in all cases when destroying cut or dug up trees brushwood, grass etc. by fire, the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property.

The Contractor shall make his own arrangements for drinking water for the labours employed by him.

Liability of contractor for any damage done in or outside work

Clause 16: Compensation for all damages done intentionally or unintentionally by contractor's labour directly or indirectly in connection with execution of the contracted work whether in or beyond the limits of MBMC's property including any damage caused by the spreading at fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimate of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in Clause -1 or deducted by the Engineer-in-charge from any sums mat may be due or become due from MBMC to contractor under this contract to otherwise.The contractor shall bear the expenses of defending any action or other legal proceedings mat may be brought by any persons for injury sustained by him owing or neglect of precautions to prevent the spread of fee and he shall pay any damages and cost that may be awarded by the court in consequence thereof

Employment of female

Contractor/Agency

No. of Corrections

Executive Engineer

Clause 17: The employment of female labour on works in neighborhood of soldier's barracks should be avoided as far as possible.

Clause 18 : No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge.

Clause 19 : The contractor shall not be assigned or sublet this work and if the contractor without become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors, or attempt to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of MBMC in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall ensure as if the contract had been rescinded under Clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 20 : All works to be executed under the contract shall be executed under the direction & subject to the approval in all respect of the Executive Engineer shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 21 : (1) Except where otherwise specified in the contract and subject to the powers delegated to him by the MBMC under the code, rules, orders then in force, the decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive and binding on all parties of the contract upon all questions relating to the meaning of the specifications, designs. drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work, or as to any other question claim, right matter, or thing whatsoever, in anyway arising out of or relating to the contract designs drawings, specifications, estimates instructions, orders or these conditions, or otherwise concerning the works, or the execution, or failure to execute the same whether arising during the progress of work, or after the completion abandonment thereof.

(2) The contractor may within thirty days of receipt by him of any order passed by the Executive Engineer as aforesaid appeal against it to the Commissioner concerned with the contract work or project provided that -

- (a) The accepted Value of the Contract exceeds Rs. 10 lakh (Rupees Ten Lakhs).
- (b) Amount of claim is not less than Rs. 1.00 Lakh (Rupees One Lakh).

(3) If the contractor is not satisfied with the order passed by the Executive Engineer as aforesaid, the contractor may, within thirty days of receipt by him of any such order, appeal against it to the Commissioner, Mira-Bhaindar Municipal Corporation .who if convinced that prima facie, the contractor's claim rejected by Executive Engineer is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination in the claim of the contractor as would merit a detailed examination.

The decision of the Commissioner shall be final and binding on the contractor and the Engineer-in-charge.

Lump sums in

Clause 22: When the estimate on which a tender is made include lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the hems of work involved or the part of the work in question at the same rates as are payable under this contract for each hems, or if the part of work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may as his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specifications

Clause 23: In the case of any class of work for which there is no such specification as is mentioned in Rule 1 of form B-I such work shall be carried out in accordance with the Divisional specifications and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer-in-charge.

Definition of work

Clause 24: The expression 'works' or 'work' where used in these conditions, shall unless there by something in the subject or context repugnant to such construction, be construed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Clause 25: The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued.

Contractor's percentage whether applied

Clause 26: All quarry fees, royalties, Octroi duties and ground rent for stacking materials, if the contractor should pay any, royalties who will not be entitled to a refund of such charges from MBMC

Refund of quarry fees

Compensation under Workmen

Clause 27: The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable/paid by MBMC as principal employer under Sub-section (1) of section 12 of the said Act on behalf of the contractor. Claim for quantities entered in the tender or estimate it shall be recoverable by MBMC from the contractor under sub section (2) of the said section, such Compensation shall be recovered in the manner laid down in Clause 1 above.

Clause 28 (A): The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident. If such expenses are incurred by MBMC, the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of MBMC from any amount due or that may become due to the contractor.

Clause 28 (B): The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.

- (a) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- (b) When work is carried on in proximity to any Place where there is a risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.
- (c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Clause 28 (C) : The contractor shall duly comply with the provisions of 'The Apprentices Act, 1961' (LII of 1961) and the rules and orders made there under and the orders that may be issued from time to time under the Act. If he fails to comply the said rules and on his failure or neglect to do so, he shall be subject to all the liabilities and penalties provided by the said Act and said rules. Further his failure will be treated as breach of the contract and the Superintending Engineer may at his discretion cancel the contract. The contractor shall also be liable pecuniary liability arising on account of any violation by him of the previsions of the Act.

(2) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation the quantity of the them does not exceed the tender quantity by more than 25 percent or so long as the value of the excess quantity beyond the limit of tendered quantities at the rate of the item specified in the tender, is not more than Rs.5000/- (whichever is more).

(3) The contractor shall, if ordered in writing by the Engineer to do also carry out any quantities in excess or the limit mentioned in sub clause (1) hereof on the same conditions as and in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in the absence of such rates (ii) at the rate prevailing in the market, the said rates being increased or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender based upon the schedule of rates applicable to the year in which the tenders were invited (for the purpose of operation of this clause, this cost shall be taken to be Rs. in words (Rupees only) as per D.S.R..

(4) This clause is not applicable to extra items.

(5) Claims arising out of reduction in the tendered quantity of any item beyond 25 percent will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is more than Rs.5000/-. This reduction is exclusively of the reduction mentioned in clause No. 14 & 15 of work and site condition.

(6) There is no change in the rate if the excess is less than or equal to 25%. Also there is no change in the rate if quantity of work done is more than 25% of the tendered quantity, but value of the excess work at the tender rates does not exceed Rs.5000/-.

(7) The quantities to be paid at tendered rate shall include: - Tendered quantity plus. 25% excess of the tendered quantity or the excess quantity of the value of Rs.5000/- at the tendered rates whichever is more.

(8) In the schedule B any probable item is included without stating its quantity but by stating the rate for such item, then the tendered quantity for such item shall be treated as Zero for applicability of this Clause.

ANNEXURE CLAUSE – EXCESS QUANTITY

CLARIFICATION TO THE CLAUSE OF EXCESS QUANTITY.

1) The Executive Engineer will see that the claim towards the excess quantities as per respective Clause of B - 1 agreement is submitted to the higher authorities for approval immediately on its cropping up While making such payments, the total expenditure on the scheme shall not exceed sanctioned cost of the scheme.

2) Quantity equal that of quantity as per Schedule B plus 25% or Rs. 5,000.00 (Rupees Five Thousand Only) whichever is more, shall be paid at accepted tender rate as usual after submission of excess quantity proposal to the competent authority for approval.

3) The Executive Engineer is hereby authorized to make 50% payment of the excess quantity beyond 25% over tender quantity or Rs. 5,000.00 (Rupees Five Thousand Only) cost, whichever is more at proposed rates after submission of excess quantity proposal to the competent authority for approval.

4) The powers for approval of excess beyond estimated quantity worth Rs. 10.00 lakhs are vested with Executive Engineer. The City Engineer is empowered to approve proposal of excess quantity worth Rs. 30.00 lakhs only subject to condition that due to approval of excess quantity proposal there should not be any increase in the sanctioned cost of the Scheme. Excess Quantity proposal involving approval of excess quantity beyond 30.00 lakhs is in the power of Commissioner of MBMC subject to revised administrative approval to the work.

Clause 29: If the rate entered into Schedule B for the work of excavation of pipe line is a combined rate for different strata's, then the rate entered in Schedule B will be applicable for quantity 25% in addition to the quantity mentioned in Schedule - B of all items of excavation for pipe line trenches and for excess over 25% of Schedule - B quantity the rate payable to the contractor shall be worked out from the CSR by considering following percentage of excavation in different strata's irrespective of actual strata met at the site for the increased quantity.

For Distribution System

i) Earth all types of earth, soils, sand, gravel, and soft murum, with lead upto 50 m and lift as involved, including dewatering, shoring and strutting etc. excluding refilling etc. 40% of average rate for Lift 0.00 to 1.50 m and 0% for lift 1.50 to 3.00 m.

- ii) Excavation in hard murum with lead of 50 m and lifts as involved, including dewatering, shoring and strutting, excluding refilling 0.00% for average rate of lift 0.00 to 1.50 m and 0.00% for 1.50 to 3.00.
- iii) Excavation for pipe trenches in Slush / Muddy / Slushy / soil with lead upto 50 m dewatering shoring and strutting, excluding backfilling 30% of average rate for lift 0.00 to 1.50 m and 0.00% for lift 1.5 to 3.00 m.
- iv) Excavation for pipe trenches in soft rock and old cement lime masonry including lead upto 50 m, required lift, dewatering, shoring, strutting, excluding back filling 15% of average rate for lift 0.00 to 1.50 and 0% for lift 1.5 to 3.0 m.
- v) Excavation for pipe trenches in hard rock by chiseling and by mechanical means or by any other means including rimming and leveling - lead upto 50 m, dewatering, shoring, strutting, excluding back filling 15% of average rate for lift 0.00 to 1.50 m

Clause 30: The contractor shall employ any famine, convict or other labour of a particular kind or class if ordered in writing in writing to do so by the Engineer-in-charge.

Clause 31: No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works on account of any delay in according to sanction of estimates.

Clause 32: No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil, water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Clause 33: The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer - in Charge or of his subordinate-in-charge of the work Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Clause 34:

- j) No contractor shall employ any person who is under the age of 18 years
- ii) No contractor shall employ donkeys or other animals with breeching of string of thin rope. The breeching must be at least three inches wide and should be of tape (Newar).
- iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- iv) The Engineer-in-charge or his Agent is authorized to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by MBMC for any delay caused in the completion of the work by such removal.
- v) The contractor shall pay fair and reasonable wage to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable the dispute shall be referred without delay to the Executive Engineer who shall decide the same. The decision of the

Engineer shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by MBMC to the contractor at the sanctioned tender rates.

vi) Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.

vii) Contractor to take precaution against accidents which takes place on account of labour using loose garments while working near machinery. He shall not allow his workers to wear loose clothes like Dhoti, Jhabba etc. near machinery.

Clause 35: Payment to contractors shall be made by cheque drawn on any Bank within the division convenient to them MBMC provided .

Clause 36: Any contractor who does not accept these conditions shall not be allowed to tender for works. Entering into contract by the Contractor with MIP by the contractor shall be considered as incontrovertible proof of acceptance of all conditions of the contract by the contractor.

Clause 37: If Government declares a state of scarcity of famine to exist in any village situated within 16 kilometers of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer or be any person to whom the Executive Engineer may have delegated this duty in writing, to be in need of relief and shall be bound to pay to such person wages not below the minimum which Govt. may have fixed in his behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the Contractor.

Clause 38: The price quoted by the contractor shall not in any case exceed the control price if any fixed by Govt. or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or the price permissible under Hoarding and Profiteering Ordinance 1948 as amended from time to time, if the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price on the permissible under the Hoarding and Profiteering Prevention Ordinance. The discretion will be exercised without prejudice to any other action that may be taken against the contractor.

Clause 39: The rates to be quoted by the contractor must be inclusive of Sales Tax and other taxes. No extra payment on this account will be made to the contractor.

Clause 40: In case of materials that may remain surplus with the contractor from those issued by the MBMC for the work contracted for the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sales tax and the sales tax will be recovered on such sale.

Methods
of

Acceptance of
Conditions
Compulsory
before

Employment
of Scarcity

Price not to
Exceed

Rate inclusive
of Sales

Sales Tax on
surplus material

Employment
of

Clause 41 : The contractor shall employ at east 80 per cent of the total number of unskilled labour to be employed by him on the said work from out of the persons ordinarily residing in the district in which site of the said work is located.

Provided, however, that if the required number of unskilled labour from that district is not available, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission in writing of the Executive Engineer-in-charge of the said work, obtain the rest of the requirement of unskilled labour from outside district.

Wages to be paid
to the skilled and
unskilled by the

Clause 42:The contractor shall pay the labourers skilled and unskilled according to the wages prescribed by the Minimum wages Act applicable to the area in which the work of contractor labours engaged contractor is located.

Clause 43 : All amounts whatsoever which the contractor is liable to pay to the MBMC in connection with the execution of the work including the amount payable in receipt of (i) materials and/or stores supplied/issued hereunder by the MBMC to the contractor (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the MBMC to the Contractor for execution by him of the work and/or on which advances have been given by the MBMC to the contractor, (iii) excess amount incurred by MBMC over the Security Deposit furnished by the Contractor for completion of works in view of provision of Clause 3(b), 3(c) and Clause 5(iv). Liquidated Damages ' Compensation amount which could not be recovered from the Security Deposit due to non-availability of adequate Security Deposit to cover such compensation, (v) Penalty under Clause 8 so far as the part which could not be recovered from any payment due to the contractor or from Security Deposit available with Engineer-in-Charge, (vi) amount of compensation recoverable under Clause 17 which could not be recovered from the amount of Security Deposit, (vii) extra expenditure incurred by the Engineer-in-charge for carrying out rectification of defective works under Clause 20, (viii) any other payment / compensation/ penalty / dues etc. recoverable by the Engineer-in-charge from contractor which could not be recovered from the amount of security deposit shall be deemed to be debt payable by the Contractor to the MBMC and the MBMC without prejudice to any other right and remedies of the MBMC may recover the same from the contractor as arrears of land revenue through the Collector of the District.

Clause 44 : The successful tenders will be required to produce to the satisfaction of the specified concerned authority a valid and consequent license issued in favour under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 before starting the work. On failure to do so, the acceptance of tender should be liable to be withdrawn and also Earnest Money / Security Deposit forfeited.

"The Contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular the contractor shall pay wages to each worker employed by him on the she of the work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971. If the contractor fails or neglects 10 pay wages at the said rates or makes short payment and the MBMC makes such payment of wages in full or part thereof less paid by the contractor, as the case may be, the amount so paid by the MBMC to such workers shall be deemed to be debt payable by the contractor and the MBMC shall be entitled to recover the same as such from the contractor

or deduct same from the amount payable by the MBMC to the contractor hereunder or from any other amounts payable to him by the MBMC

Clause 45 : Where the workers are required to work near Machine and are liable to accident they should not be allowed to wear loose clothes like Dhoti. Jhabba etc.

Clause 46 : Provision of all applicable Indian Laws shall be treated as applicable for this contract.

Clause 47 : In view of difficult position regarding the availability of the Foreign exchange, no foreign exchange, will be released by the Department for the purchase of the Plant and Machinery required for the execution for the work concerned.

Clause 48 : The tendered rates shall be inclusive of all taxes, tax livable in respect of works contract under the provisions of the Maharashtra Sales Tax on transfer of property in goods involved in the execution of works contract Act, 1985 (Maharashtra Act No .XIX of 1985). However the works contract tax shall be deducted from the Contractor's Running Account bills at the rates applicable as per rules in force and the same shall be remitted in the Govt. treasury / Bank and no reimbursement in this respect shall be made by the department.

Anti-Malaria A other health services

Clause 49:

- (A) The anti malaria and the health measures shall be as directed by the Joint Director (Malaria and Filariasis) of Health Service, Pune.
- (B) Contractor shall see that mosquitogenic conditions are not created so as to keep vector population to minimum level.
- (C) Contractor shall carry out anti malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director (M & F) of Health Services, Pune.
- (D) In case of default in carrying out prescribed anti malaria measures resulting in increase in malaria incidence contractor shall be liable measures to control the situation in addition to fine.

(E) Relations with Public Authorities:

The contractor shall make sufficient arrangements for draining away the village water as well as water coming from the bathing and washing places and shall dispose off this water in such a way as not to cause, any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers.

The contractor shall comply with all rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charge which are livable on him without any extra cost to Government.

Clause 50: The successful contractor will have to enter into agreement in form specified by MBMC on a stamp of required amount as per rules in force. The stamp charges shall be borne by the contractor.

1. Receipts for payments made on account of any work, when executed by a firm should also be signed by all the partners except where the contractors are described in their tender as firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts of the firm.
2. All works shall be measured net by standard measure and according to the rules and customs of the MBMC and in absence of such rules and custom in MBMC then as per rules and customs of P. W. Department of Govt. of Maharashtra without reference to any local custom.
3. The measurements of work will be taken according to the usual methods in use in the Mira-Bhaindar Municipal Corporation and no proposals to adopt alternatives methods will be accepted. The Executive Engineer's decision as to what is the usual method in use in the MBMC will be final
4. The contractor will have to construct shed, for storing controlled and valuable materials issued to him under Schedule 'A' of the agreement, at work site having double locking arrangement. The materials will be taken for use in the presence of the Department person. No materials will be allowed to be removed from the site of works.
5. The tendered rate shall be inclusive of all taxes, duties levies, cess (including Sales Tax) as amended from time to time. No extra payment on this account shall be made to the contractor.

Clause 51 : Price Variation Clause : not Applicapal

Clause 52: The contractor shall provided and maintain guards, guard rails, temporary bridge and walkways, watermen headlights and danger signals illuminated from sunset to sunrise and other necessary appliances and safeguards to protect the work, life property, the public, excavations, equipment and materials barricades shall be substantial construction and shall be painted such as to increase then visibility at night. For any accident arising out of the neglect of above instructions, the contractor shall be bound to bear the expenses of defense of every suit, action or other legal proceedings, at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay all damages and costs which may be awarded in any such suit, action or proceedings to any such person on which may with the consent of the contractor be paid in compromising any claim by any such person.

Clause 53: (Insurance)

Contractors shall take out necessary Insurance Policy / Policies so as to provide adequate insurance cover for execution of the awarded contract work from the Director of Insurance, Maharashtra State, Mumbai - 51 only. Its postal address for correspondence is "264, 1st Floor, MHADA, Opp. Kalanagar, Bandra (East), Mumbai - 400 051. Tel. No. 26438403 / Fax : 26438461 / 26438690). Insurance however, if the contractor desire to effect insurance with the local office of any insurance company, the same should be under the co-insurance-cum-servicing arrangements approved by the Director of Insurance If the policy taken out by the contractor is not on co-insurance basis (G.I.F. 60% and Insurance company 40%) the same will not be accepted and the amount of premium calculated by the Director of Insurance will be recovered

directly from the amount payable to the contractors for the executed contract work which may be noted

- a) Loss of or damage to the Civil and Mechanical equipment's supplied / installed including the materials such as pipes, valves specials etc. brought on she.
- b) Loss of or damage to contractor's equipment's including his vehicles.
- c) Loss of or damage to property (except the works, Plant Material and Equipment) in connection with the contractor. And ;

Personal injury or death due to vehicles of the contractor and / or due to any accident that may arise at or around the site to the Contractor personal or to the MBMC staff or to any other person not connected with MBMC/contractor.

1. *Policies and certificates for insurance* shall be delivered by the Contractor to the Engineer for the Engineer's approval before the date of actual starting of work. All such insurance shall provide for compensation to be payable in the types of proportions of currencies required to rectify the loss or damage incurred.
2. *If* the contractor does not produce any of the policies and certificates required, the engineer may effect the insurance for which the contractor should have produced the policies and certificates and recover the premiums it has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall *be* of debt due.
3. Alterations to the terms of insurance shall not be made without the approval of the engineer.
4. The minimum insurance cover for loss and damages to physical, injury and death shall be 10% of the contract cost per occurrence with number of occurrences as 4 (four). After each occurrence the contractor shall pay additional premium necessary so as to keep the insurance policy valid always till the defect liability period is over.
5. No payment will be released to the contractor until the insurance coverage with the Govt. insurance fund, Maharashtra State is provided and unless the proof of insurance coverage is produced by the contractor to the Engineer- in- charge.

Clause 54: (CSMC)

In case MBMC decides to appoint a construction, supervision and management consultant for supervising/ monitoring works under this contract, the civil / mechanical / electrical contractor shall be liable to execute the work under the supervision of C.S.M.C. All decisions regarding the work in such cases shall be taken by the C.S.M.C. on behalf of M.B.M.C. and will be binding on the contractor.

In such cases the contractor will have to sign the agreement between the MBMC of C.S.M.C. in token of acceptance of the C.S.M.C. as the sole supervisor of the works under the agreement.

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

CONDITIONS FOR MATERIAL SCHEDULE 'A'

- CSA-1 Other materials except as shown in Schedule 'A' required for the work shall be procured and supplied by the contractor at his cost. In such cases the test certificate for their quality shall have to be produced by the contractor.
- CSA-2 Material shall be available for delivery on any working day from 11.00 A.M. to 05.00 P.M. with at least week's intimation in advance.
- CSA-3 The contractor shall maintain proper account of consumption of all material supplied to him by the department as per schedule 'A' in the register which may be if required, modified as prescribed by Board and shall submit the extract of the same monthly to the Executive Engineer. The Executive Engineer shall reserve the right to stop further issue of material to the contractor if monthly account of the previously issued material is not submitted by the contractor. He shall be fully responsible for the consequence arising out of this.
- The contractor shall responsible for proper handling and safe custody of material issued to him by Board, for use on the work and shall return to Government all surplus material after completion of work, if and as ordered by the Executive Engineer vide Clause - 12 of B.1 Form. The cost of damages or unserviceable material as would be fixed by the Engineer-in-Charge shall be recovered from the contractor. The material, which is not found, accounted properly after considering reasonable percentage of wastage shall be charged at panel rates or determined by the Engineer-in-Charge
- CSA-4 The contractor shall at his own cost make arrangement for storing cement brought by him by constructing a pucca shed and platform, etc. with double locking arrangements. Any damage to the cement due to inadequate provision of store theft etc. will to the account of the contractor
- CSA-5 If there is delay in supplying the materials due to reasons outside the control of the Department or due to the materials being out of stock, no claim for compensation will be considered on the ground of delay in the supply of the materials
- CSA-6 All the materials mentioned in Schedule 'A1' required for the work shall be obtained from the Department's store only where otherwise provided. The material obtained from other sources shall not be allowed

to be used except under written permission of the Engineer-in-Charge and after producing necessary test certificate.

- CSA-7 The contractor shall inspect the material thoroughly before taking delivery of the same and shall take the delivery in good and sound condition and sign the unstamped receipt in token of receipt. Damages to the material noticed afterwards will be to the account of the contractor.
- CSA-8 Quantities in Schedule 'A'1 are approximate and shall vary according to actual and bonafied use.
- CSA-9 All the materials remaining unused after the completion of the work are to be returned to Board at their store at the cost of the contractor and the credit if due will be given as per rules enforces.
- CSA-10 Once the materials are issued to the contractor at the MBMC's store he shall remove the same immediately to his stores, failing which rent as decided by Engineer-in-Charge shall be recovered from the contractor.
- CSA-11 The contractor shall submit account of all the materials issued to him previously before demand for any fresh materials is made. Materials that cannot be accounted for shall be recovered from him at the rates decided by the Executive Engineer.
- CSA-12 The contractor will have to provide the manufacturer list report from Government Laboratory regarding steel to be provided by the contractor.
- CSA-13 If the contractor fails to return the balance materials with the firm, the same shall be recovered at 2.0 times the issue rate or at the prevailing market rate, whichever is higher.
- CSA-14 C.I. Flanged and S/s Specials required other than that not available with the department for the work will be supplied by contractor as per necessity of the work.
- CSA-15 The contractor shall be responsible for safety of materials (even if it is laid in ground) till satisfactory Hydraulic Test is completed and work is finally handed over to the MBMC.
- CSA-16 If the material supplied to the contractor at the place other than mentioned in Schedule-A, the Transport charges will be paid as per prevailing DSR for the shortest between stipulated place of delivery and actual place of delivery. In addition octroi on such a material, if paid by the contract, same shall be reimbursed to the contractor on production of proof of payment of such charges to Municipal Council.

GENERAL CONDITIONS

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

GENERAL CONDITIONS

1. The rates quoted should be inclusive of all taxes , duties , octroi , VAT , etc. No extra dues shall be payable against any duties , taxes etc.
2. The time allowed for completion of said project shall be 12 months from the date of purchase order .
3. The meters shall remain in every respect be responsible at the risk of supplier until their actual installation & commissioning at proposed location.
4. The meters shall strictly confirm to the Technical specification stipulated in the tender .
5. The minimum period of guarantee shall be 18 months from date of commissioning of full meters in totality. During this period the agency shall repair all meters or any parts thereof by replacement of entire quantity if necessary.
6. Regarding the quality and performance of the meters the decision of city engineer shall be final .
7. The contractor shall not liable for any price increase of article in the market during the tenure of the contract.
8. Two technician shall be trained for maintenance of the meters if required.
9. After Supply to MBMC 80% of the material shall be released on inspection of meters for accuracy at manufacturer end and testing at FCRI – Kerala if required. The quantity of meters that shall be tested shall be decided by Executive Engineer - MBMC.
10. The cost of testing shall be borne by agency .
11. The quantities in the schedule are approximate and can be increased and the rates shall remain the same.
12. In case the meters are rejected the agency should take it back and correct the same at its own risk and cost within stipulated time.
13. The meters shall invariably should satisfy all test.
14. The agency shall provide all necessary catalogue operating manual , test certificates as well as performance certificates.

15. Only Manufacturer and their authorized bidder whose meters comply to condition stipulated in eligibility criteria shall be allowed to participate in the tender.
16. Battery powered GPRS modem capable of sending one reading per second and having battery life of 5 years shall be supplied with each meter separately.

ADDITIONAL GENERAL CONDITIONS

1. ACQUATANTANCE WITH SITE AND WORK CONDITIONS ETC.

The tenderer at his own expenses and prior to submitting the tender shall visit the installation and determine the extend characteristics and quality of the work required to be performed. The specification, description and drawing attached to the tender are indicative and guidance only. All time, matter and things omitted in the description are provided on the equipments are provided on the equipments are deemed to be included in the scope of contract for operation, maintenance and rutine rectification. In case of doubt about any item or data included in the tender or otherwise shall be got clarified by applying in writing to the Executive Engineer prior to data of submission of tender. The tenderer shall also examine the local conditions, facilities available in the locality, prevailing wages and other factors affecting cost and performance of work.

2. MATERIAL AND EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR

All materials of construction/laying of pipe line shall be best quality and suitable for the intended. These shall be got approved by the Executive Engineer-in-charge before erection use. Unapproved material shall be removed from the site immediately.

Following materials, tools and equipments shall be kept with the contractor for maintenance and operation.

a. Cleaning

Cotton
waste

- i) Degreasing chemical/agents
 - ii) Bucket, plastic pipe etc.
 - iii) Brushes
- b. Tools
- i. Open ended spanner set
 - ii. Ring spanner set
 - iii. Normally required tools etc.
 - iv. Pipe wrenches

 - v. Box spanner etc.
 - vi. Bearing puller
 - vii. Fuse puller
 - viii. Crippling tools
 - ix. Bolt and nut spanner x.
Great gun
- c. Protection Equipment
- i. Hand Gloves (Suitable for use on 22 KV)
 - ii. Boots/Shoes (Suitable for use on 22 KV)
- d. Phone & Vehicle
- i. The contractor shall have mobile phone for communication of message at the time of emergency.

3. ELECTRICAL POWER SUPPLY

Electric power supply required by the contractor will be provided free of cost.

4. POWER OF ATTORNEY

In case of tenderer is a firm or a company it shall in its forwarding letter mention the names of partners and of the persons would hold the power of attorney authorizing him to conduct the transaction on behalf of the firm or company and shall produce certified true copy of irrevocable power of attorney the tender and original shall

produced for verification on demand.

5. TENDER TO BE STRICTLY ACCORDING TO TENDER CONDITION

It should be clearly noted that the tender has to strictly comply with the condition and specifications lay down in the tender and no variation are permissible.

Deviations made by the tenderer submitting the tender without following above instruction would result in treating the tender as conditional tender and would not be binding on the Department to consider such conditional tender and is liable for rejection.

6. WORK ORDER BOOK

About half sheet size work order book shall be provided by the contractor and handed over to the department for maintaining a work site. This shall be permanent record. The contractor or his resident engineer shall sign below the orders recorded by the Engineer-in-charge in token of having received them. He may take out a copy thereof if necessary. He will not record any remarks in the order book but may record and remarks in the order book he may take up the matter recorded thereon. He shall carry out the order promptly and report compliance.

7. DESCRIPANCIES AND OMISSIONS

The tender drawing and specifications shall be considered as explanatory of each and together shall from the technical requirements and stipulations of tender documents. Detailed drawing shall have preference over small scale drawings. Similarly in case of detailed specifications should any discrepancy arise as to the decision of the Engineer-in-charge shall be the final and binding on the contractor. The provision in the specification supersede those in the item of the schedule of there any variation.

8. ACCIDENT ON THE WORK.

The contractor shall be fully responsible for any accident that may occur to the labour on his work on duty and report the same to the Engineer-in-charge and concerned Government Labour Department Authority and shall pay all necessary compensation as per rules, failing which the same would be paid by the Mira-Bhayandar Municipal Corporation and recovered from the amount payable to the contractor.

9. RATES INCLUSIVE OF ALL SALES TAXES, DUTIES

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

10. INTEREST CLAIMS

No interest shall be payable by the department on the amount due to the contractor pending final settlement of the claims.

11. TERMS OF PAYMENT

Payment shall be made on completion the works & satisfactory Test & Trial.

12. COMPLIANCE

The contractor shall be bound by all ordinances, acts, codes, rules, regulations, orders and decrease of which in any way affect the work or workmen engaged for the work. The contractor shall be deemed to have protected and indemnified the Mira-Bhayandar Municipal Corporation against any claim or liability arising from violation of above.

13. ACCOMMODATION

The Mira-Bhayandar Municipal Corporation does not take any responsibility to provide living accommodation. However,

accommodation if available (the barters) the same will be given on rental basis as per terms and conditions of the Mira-Bhayandar Municipal Corporation.

14. MINIMUM STAFFING PATTERN

The minimum staffing pattern shall be as per the detailed specification.

15. SHIFT

A shift shall be of 8 hours duration. The contractor will have to operate the maintenance in the shift as instructed by the Engineer-in-charge. Shift duration timing will be informed to the contractor and he has to carry out the operation in that timing only.

16. STAFF

If any of the person working on the job is found to be incompetent, irregular, inefficient or does not obey instruction etc. then his presence will not be allowed and he should be immediately removed and the satisfaction of the Engineer-in-charge. The employee shall be provided with the specific uniform and identifying nameplate prominently displayed on his uniform. The contractor shall within 15 days of issue of work order train the staff in fire fighting and treatment on electric etc.

17. The tender shall be economical sound to wait for payment. If the contractor harass for supply of material at site against payment of bill, the contractor will be black listed and no future tender will be issued to him.

18. DAMAGES TO UNDER / ABOVE GROUND UTILITY:

The distribution pipe line will be laid in the main areas of the Mira- Bhayander Municipal area. During the course of excavation and laying of the pipe line utmost care of existing main, electrical and telephone cables and private water connection shall be taken. Any damage to existing main, electrical and telephone cable and private water connection, etc accurse during the course of execution, same shall be restored at the cost the contractor. In case, the repair is done by respective Department/Owner, the cost of such repair will be recovered from the contractor.

SCHEDULE - B

MIRA BHAYANDER MUNICIPAL CORPORATION Water Supply Department

Name of work - Supply, installation, testing and commissioning of MCC panel components of STP No.4 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							
1.00	Refurbishment and upgradation of existing burned MCC panel at 12 MLD STP by reusing existing sheet steel enclosure with surface preparation and powder coating, dismantling of all damaged parts and replacement with new incoming metering section (MCCB/ACB, CTs, meters, selector switches, indicating lamps etc.), provision of all motor starters (DOL and Star-Delta) with suitable contactors, overload relays, timers and protective devices, complete rewiring with copper conductors and ferrules and PLC Feedback control wiring with Marshaling Cabinet of all connected STP equipment (pumps, agitators, conveyor, screen, auxiliaries etc.) with auto and manual provision, including supply of all materials, labour, installation, testing, commissioning, transport and incidental charges complete as per IS/IEC standards."	8102870.00	Rs.Eighty one lac two thousand eight hundred seventy only	JOB	8102870.00			As per the Direction given by the Engineer in Charge

Contractor/Agency

No. of Corrections

Executive Engineer

	Item No. 2							
2500.00	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 4 core 1.5 sq. mm. copper conductor complete erected with glands & lugs, on wall/ trusses/ pole or laid in provided trench/ pipe / cable tray as per specification no. CB-LT/CU	155.00	Rs. One hundred fifty five only	MTR	387500.00			As Above
	Item No. 3							
1500.00	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 4 core 2.5 sq. mm. copper conductor complete erected with glands & lugs, on wall/ trusses/ pole or laid in provided trench/ pipe / cable tray as per specification no. CB-LT/CU	216.00	Rs. Two hundred sixteen only	MTR	324000.00			As Above
	Item No. 4							
1700.00	Supplying, erecting & terminating FR XLPE insulated, galvanised steel wire armoured (round) cable, 1100 V 3.5 core 10 sq. mm. aluminium conductor complete erected with glands & lugs on wall/ trusses/pole or laid in provided trench/ pipe / cable tray as per specification no. CB-LT/AL	164.00	Rs. One hundred sixty four only	MTR	278800.00			As Above
	Item No. 5							
500.00	Supplying, erecting & terminating FR XLPE insulated, galvanised steel wire armoured (round) cable, 1100 V 3.5 core 16 sq. mm. aluminium conductor complete erected with glands & lugs on wall/ trusses/pole or	186.00	Rs. One hundred eighty six only	MTR	93000.00			As Above

Contractor/Agency

No. of Corrections

Executive Engineer

	laid in provided trench/ pipe / cable tray as per specification no. CB-LT/AL							
	Item No. 6							
150.00	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable, 1100 V 3.5 core 300 sq. mm. aluminium conductor complete erected with glands & lugs on wall/ trusses/pole or laid in provided trench/ pipe / cable tray as per specification no. CB-LT/AL	1649.00	Rs. One thousand six hundred forty nine only	MTR	247350.00			As Above

Total
Rs. 9433520.00

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

Contractor/Agency

No. of Corrections

Executive Engineer

SPECIFICATION

MIRA BHYANDAR MUNICIPAL CORPORATION

NAME OF WORK:- Supply, installation, testing and commissioning of MCC panel components of STP No.4 in mbmc area

DETAILED ITEMWISE SPECIFICATION

ITEM NO.1: REFURBISHMENT AND UPGRADATION OF EXISTING BURNED MCC PANEL AT 12 MLD STP

The work shall include complete refurbishment of panel body, repair, upgradation, supply, testing and commissioning of the existing burned Motor Control Centre (MCC) panel of 12 MLD Sewage Treatment Plant, damaged due to short circuit, to restore safe, reliable and uninterrupted operation of all connected STP equipment.

1. Inspection and Dismantling

Detailed inspection of the burned MCC panel and associated electrical system. Safe shutdown, isolation and dismantling of all damaged and unserviceable components. Removal of burnt bus bars, breakers, starters, relays, meters, wiring, terminal blocks, glands and other accessories.

2. Enclosure Refurbishment

Reuse of existing sheet steel MCC enclosure. Surface preparation including rust removal, grinding and cleaning. Powder coating of the panel enclosure of approved shade and thickness. Repair/replacement of doors, locks, hinges, gaskets and hardware as required.

3. Incoming Power and Metering Section

Supply, installation and commissioning of new incoming section components with Complete wiring, interlocking and earthing.

4. Motor Control and Protection

Supply, installation and wiring of motor starters for all STP equipment, including:

DOL starters

Star-Delta starters

Provision of contactors, thermal overload relays, timers, control relays and protective devices.

Adequate protection against short circuit, overload, single phasing and earth fault.

5. Control Wiring, PLC Feedback and Marshaling Cabinet

Complete control and feedback wiring using copper conductors with ferrules.

PLC feedback wiring for all connected STP equipment such as pumps, agitators, screens, conveyors, blowers and auxiliaries. Supply, installation and wiring of Marshaling Cabinet.

Provision of Auto and Manual mode of operation for all equipment.

6. Cabling, Earthing and Safety

Internal wiring with FRLS copper cables of suitable size. Proper earthing of panel body, doors, bus bars and equipment. Provision of danger boards, name plates, cable markers and schematic diagrams.

7. Material Specifications, Quantities and Makes

All materials to be supplied and installed under this work shall strictly conform to the List of Materials, quantities and approved makes as specified below:

STP - 4 MCC PANEL BILLING OF MATERIAL				
SR NO	BILL OF MATERIAL / DISCRIPTION	QTY	UNIT	MAKE
1	Supply, installation, testing and commissioning of MCC panel components	1	NOS	-
2	ACB 800A 4 POLE	3	NOS	SIEMENS
3	INCOMING METERING	1	NOS	
4	EM 6436(KWH METER)RS485	2 NOS	NOS	SCHNEIDER
5	AMMETER	2	NOS	RISHABH

6	VOLT METER	2	NOS	RISHABH
7	CURRENT TRANSFORMER	6	NOS	NIPPEN
8	6 AMP TP MCB	2	NOS	L&T
9	NUTRAL LINK	2	NOS	BALSON
10	TERMINELS	LS	NOS	CONNECTWELL
11	DOL STARTER 0 .18 KW	4	NOS	
12	6 AMP TP MCB	4	NOS	L&T
13	CONTACTOR 3TF30/9 AMP	4	NOS	SEIMENS
14	RELAY 3UA50 /.45 -.75A	4	NOS	SEIMENS
15	Auto-Manual 6A/SP/2WAY WITH OFF	4	NOS	SALZER
16	INDICATORS-ON/OFF/TRIP	12	NOS	L&T
17	EMERGENCY STOP PUSH BUTTON	4	NOS	L&T
18	PLC RELAY 2 C/O	4	NOS	OMRON
19	6A CONTOR MCB	4	NOS	L&T
20	NEUTRAL LINK	4	NOS	BALSON
21	TERMINELS	LS	NOS	CONNECTWELL
22	DOL STARTER 0 .37 KW	3	NOS	
23	6 AMP TP MCB	3	NOS	L&T
24	CONTACTOR 3TF30/9 AMP	3	NOS	SEIMENS
25	RELAY 3UA50 /.9 - 1.5A	3	NOS	SEIMENS
26	Auto-Manual 6A/SP/2WAY WITH OFF	3	NOS	SALZER
27	INDICATORS-ON/OFF/TRIP	9	NOS	L&T
28	EMERGENCY STOP PUSH BUTTON	3	NOS	L&T
29	PLC RELAY 2 C/O	3	NOS	OMRON
30	6A CONTOR MCB	3	NOS	L&T
31	NEUTRAL LINK	3	NOS	BALSON
32	TERMINELS	LS	NOS	CONNECTWELL
33	DOL STARTER 0 .75 KW	4	NOS	
34	10 AMP TP MCB	4	NOS	L&T
35	CONTACTOR 3TF30/9 AMP	4	NOS	SEIMENS
36	RELAY 3UA50 /1.4-2.3A	4	NOS	SEIMENS
37	Auto-Manual 6A/SP/2WAY WITH OFF	4	NOS	SALZER
38	INDICATORS-ON/OFF/TRIP	12	NOS	L&T
39	EMERGENCY STOP PUSH BUTTON	4	NOS	L&T
40	PLC RELAY 2 C/O	4	NOS	OMRON
41	6A CONTOR MCB	4	NOS	L&T
42	NEUTRAL LINK	4	NOS	BALSON
43	TERMINELS	LS	NOS	CONNECTWELL
44	DOL STARTER 1 .1 KW	6	NOS	
45	10 AMP TP MCB	6	NOS	L&T
46	CONTACTOR 3TF30/9 AMP	6	NOS	SEIMENS

47	RELAY 3UA50 /2-3.3A	6	NOS	SEIMENS
48	Auto-Manual 6A/SP/2WAY WITH OFF	6	NOS	SALZER
49	INDICATORS-ON/OFF/TRIP	18	NOS	L&T
50	EMERGENCY STOP PUSH BUTTON	6	NOS	L&T
51	PLC RELAY 2 C/O	6	NOS	OMRON
52	6A CONTOR MCB	6	NOS	L&T
53	NEUTRAL LINK	6	NOS	BALSON
54	TERMINELS	LS	NOS	CONNECTWELL
55	DOL STARTER 1 .5 KW	7	NOS	
56	16AMP TP MCB	7	NOS	L&T
57	CONTACTOR 3TF30/9 AMP	7	NOS	SEIMENS
58	RELAY 3UA50 /3-5A	7	NOS	SEIMENS
59	Auto-Manual 6A/SP/2WAY WITH OFF	7	NOS	SALZER
60	INDICATORS-ON/OFF/TRIP	21	NOS	L&T
61	EMERGENCY STOP PUSH BUTTON	7	NOS	L&T
62	PLC RELAY 2 C/O	7	NOS	OMRON
63	6A CONTOR MCB	7	NOS	L&T
64	NEUTRAL LINK	7	NOS	BALSON
65	TERMINELS	LS	NOS	CONNECTWELL
66	DOL STARTER 2.2 KW	2	NOS	
67	16AMP TP MCB	2	NOS	L&T
68	CONTACTOR 3TF30/9 AMP	2	NOS	SEIMENS
69	RELAY 3UA50 /4.5-7.5A	2	NOS	SEIMENS
70	Auto-Manual 6A/SP/2WAY WITH OFF	2	NOS	SALZER
71	INDICATORS-ON/OFF/TRIP	6	NOS	L&T
72	EMERGENCY STOP PUSH BUTTON	2	NOS	L&T
73	PLC RELAY 2 C/O	2	NOS	OMRON
74	6A CONTOR MCB	2	NOS	L&T
75	NEUTRAL LINK	2	NOS	BALSON
76	TERMINELS	LS	NOS	CONNECTWELL
77	STAR DELTA STARTER14.9 KW	2	NOS	
78	63AMP TP MCCB	2	NOS	L&T
79	CONTACTOR 3TF34/32 AMP	4	NOS	SEIMENS
80	CONTACTOR 3TF32/16 AMP	2	NOS	SEIMENS
81	RELAY 3UA52 /16-25A	2	NOS	SEIMENS
82	Auto-Manual 6A/SP/2WAY WITH OFF	2	NOS	SALZER
83	INDICATORS-ON/OFF/TRIP	6	NOS	L&T
84	EMERGENCY STOP PUSH BUTTON	2	NOS	L&T
85	PLC RELAY 2 C/O	2	NOS	OMRON
86	TIMER	2	NOS	SELEC
87	6A CONTOR MCB	2	NOS	L&T

88	NEUTRAL LINK	2	NOS	BALSON
89	TERMINELS	LS	NOS	CONNECTWELL
90	STAR DELTA STARTER14.9 KW	4	NOS	
91	63AMP TP MCCB	4	NOS	L&T
92	CONTACTOR 3TF34/32 AMP	8	NOS	SEIMENS
93	CONTACTOR 3TF32/16 AMP	4	NOS	SEIMENS
94	RELAY 3UA52 /16-25A	4	NOS	SEIMENS
95	Auto-Manual 6A/SP/2WAY WITH OFF	4	NOS	SALZER
96	INDICATORS-ON/OFF/TRIP	12	NOS	L&T
97	EMERGENCY STOP PUSH BUTTON	4	NOS	L&T
98	PLC RELAY 2 C/O	4	NOS	OMRON
99	TIMER	2	NOS	SELEC
100	6A CONTOR MCB	4	NOS	L&T
101	NEUTRAL LINK	4	NOS	BALSON
102	TERMINELS	LS	NOS	CONNECTWELL
103	STAR DELTA STARTER22.38 KW	4	NOS	
104	63AMP TP MCCB	4	NOS	L&T
105	CONTACTOR 3TF34/32 AMP	8	NOS	SEIMENS
106	CONTACTOR 3TF32/16 AMP	4	NOS	SEIMENS
107	RELAY 3UA52 /16-25A	4	NOS	SEIMENS
108	Auto-Manual 6A/SP/2WAY WITH OFF	4	NOS	SALZER
109	INDICATORS-ON/OFF/TRIP	12	NOS	L&T
110	EMERGENCY STOP PUSH BUTTON	4	NOS	L&T
111	PLC RELAY 2 C/O	4	NOS	OMRON
112	6A CONTOR MCB	4	NOS	L&T
113	NEUTRAL LINK	4	NOS	BALSON
114	TERMINELS	LS	NOS	CONNECTWELL
115	STAR DELTA STARTER 33.5 KW	2	NOS	
116	100AMP TP MCCB	2	NOS	L&T
117	CONTACTOR 3TF46/45 AMP	4	NOS	SEIMENS
118	CONTACTOR 3TF34/32 AMP	2	NOS	SEIMENS
119	RELAY 3UA55 /36-45A	2	NOS	SEIMENS
120	Auto-Manual 6A/SP/2WAY WITH OFF	2	NOS	SALZER
121	INDICATORS-ON/OFF/TRIP	6	NOS	L&T
122	EMERGENCY STOP PUSH BUTTON	2	NOS	L&T
123	PLC RELAY 2 C/O	2	NOS	OMRON
124	6A CONTOR MCB	2	NOS	L&T
125	NEUTRAL LINK	2	NOS	BALSON
126	TERMINELS	LS	NOS	CONNECTWELL
127	INTRNAL CABALES	LS	MTR	POLYCABE
128	20AMP TPN MCB	7	NOS	L&T

129	32AMP TPN MCB	3	NOS	L&T
130	63AMP TPN MCCB WITH ROM	3	NOS	L&T
131	GI CABALE TRAY	LS	NOS	-
132	400AMP TPN MCCB +S/L+ROM	2	NOS	L&T
133	CABALE TRAY	-	LS	
134	MCC PANELS ACCESSORIES	-	LS	
135	ACB ACCESSORIES	-	LS	
136	CONTROL CABALES & WIRES	-	LS	
137	ACB SERVICING/ WIRING	-	LS	
139	Copper RING LUGS	LS	NOS	-
140	ALLUMINIUM RING LUGS	LS	NOS	-
141	LBPS	LS	NOS	-
142	RSS PUMP JB	8	NOS	-
143	SS Nut-Bolt	LS	NOS	-

No deviation in make, model, rating or quantity shall be permitted without prior written approval of the Municipal Corporation. Any additional material required for successful completion of the work shall be deemed to be included in the quoted rate.

8. Testing and Commissioning

Insulation resistance and continuity testing of power and control circuits. Functional testing of all starters, protections, interlocks and PLC feedback signals. Load testing and trial run of all connected equipment. Successful commissioning of the complete MCC panel system.

9. Documentation and Compliance

Submission of updated electrical drawings, wiring diagrams and as-built schematics. Submission of test reports and commissioning certificates. All work shall comply with relevant IS / IEC standards and electrical safety regulations.

10. General Conditions

The scope includes supply of all materials, labour, tools, tackles, transport, installation, testing and commissioning complete. Contractor shall ensure safety of manpower and existing STP equipment during execution. Work shall be completed within the stipulated time without hampering STP operations.

11.Warranty and Replacement Clause

The contractor shall provide a minimum warranty of 12 (twelve) months from the date of successful testing and commissioning of the refurbished and upgraded MCC panel at the STP. During the warranty period, the contractor shall be fully responsible for free repair, replacement or rectification of any defect, malfunction or failure occurring due to:

Defective material

Poor workmanship

Manufacturing defects

Improper installation or wiring

All defective components, parts or accessories found faulty during the warranty period shall be replaced with new components of the same make, rating and specification at no extra cost to the Municipal Corporation. The contractor shall attend any complaint during the warranty period within 24 hours of intimation and restore the system to normal working condition within a reasonable time. In case of failure to attend or rectify the fault within the stipulated time, the Municipal Corporation shall have the right to Get the work executed through another agency at the risk and cost of the contractor, or Recover the cost from pending bills or Security Deposit.

The warranty shall cover all supplied and replaced items, including breakers, contactors, relays, meters, wiring, control components, PLC feedback wiring and Marshaling Cabinet. The warranty period for replaced components during warranty shall restart from the date of replacement. Warranty obligations shall remain valid irrespective of normal wear and tear, except damages caused due to misuse, force majeure or unauthorized modifications.

ITEM NO.2: COPPER CABLE 4 CORE 1.5 SQ. MM.

Supplying, erecting & terminating FR XLPE insulated, galvanized steel formed wire armored (strip) cable 1100 V, 4 core 1.5 sq. mm. copper conductor complete erected with glands & lugs, on wall/ trusses/ pole or laid in provided trench/ pipe / cable tray as per specification no. CB-LT/CU

ITEM NO.3: COPPER CABLE 4 CORE 2.5 SQ. MM.

Supplying, erecting & terminating FR XLPE insulated, galvanized steel formed wire armored (strip) cable 1100 V, 4 core 2.5 sq. mm. copper conductor complete erected with glands & lugs, on wall/ trusses/ pole or laid in provided trench/ pipe / cable tray as per specification no. CB-LT/CU

ITEM NO.4: ALUMINIUM CABLE 3.5 CORE 10 SQ. MM

Supplying, erecting & terminating FR XLPE insulated, galvanized steel wire armoured (round) cable, 1100 V 3.5 core 10 sq. mm. aluminum conductor complete erected with glands & lugs on wall/ trusses/pole or laid in provided trench/ pipe / cable tray as per specification no. CB-LT/AL

ITEM NO.5: ALUMINIUM CABLE 3.5 CORE 16 SQ. MM

Supplying, erecting & terminating FR XLPE insulated, galvanised steel wire armoured (round) cable, 1100 V 3.5 core 16 sq. mm. aluminum conductor complete erected with glands & lugs on wall/ trusses/pole or laid in provided trench/ pipe / cable tray as per specification no. CB-LT/AL

ITEM NO.6: ALUMINIUM CABLE 3.5 CORE 300 SQ. MM

Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable, 1100 V 3.5 core 300 sq. mm. aluminium conductor complete erected with glands & lugs on wall/ trusses/pole or laid in provided trench/ pipe / cable tray as per specification no. CB-LT/AL

The above item no from 2 to 6 work shall include supply, transportation, laying, erection, termination, testing and commissioning of LT copper and aluminium conductor cables of various sizes and cores (FR / FRLS / FR-XLPE insulated, armoured / unarmoured, 1.1 kV grade), required for MCC panel, motor feeders, control circuits and auxiliary equipment at STP, complete in all respects.

1. Supply of Cables

Supply of LT power and control cables of specified size, core, voltage grade and conductor material (copper / aluminium) as per BOQ and approved makes. Cables shall be FR-XLPE / FRLS insulated, armoured or unarmoured as specified, conforming to relevant IS standards. Supply shall include cable drums, identification tags, manufacturer's test certificates and inspection reports.

2. Handling, Transportation and Storage

Transportation of cables from manufacturer/store to site. Proper unloading, handling and storage to prevent damage, moisture ingress or insulation deterioration.

3. Laying and Erection of Cables

Laying of cables on walls, ceilings, trusses, poles, cable trays, trenches, ducts or pipes as specified. Proper dressing, clamping and supporting of cables using suitable saddles, cleats and clamps at regular intervals. Laying of underground cables with proper sand bedding, brick protection and route marking wherever applicable. Bending radius and spacing shall be maintained as per manufacturer's recommendations.

4. Cable Termination and Glanding

Termination of cables at MCC panels, motors, junction boxes, control panels and equipment. Supply and fixing of suitable brass / double compression cable glands. Crimping of copper / aluminium lugs using hydraulic crimping tools. Proper identification ferrules, cable markers and tagging at both ends.

5. Earthing and Safety

Proper earthing of armoured cables at one or both ends as per standards. Continuity of earth shall be ensured. Fire and electrical safety norms shall be followed during execution.

6. Testing

Insulation Resistance (IR) testing using suitable megger before and after installation. Continuity and polarity tests. Phase sequence and voltage checks where applicable. All test results shall be recorded and submitted.

7. Commissioning

Energizing of cables after successful testing. Trial run under load conditions. Rectification of any defects noticed during commissioning.

8. Documentation and Compliance

Submission of test reports, cable schedules and as-built routing details. All works shall conform to relevant IS / IEC standards, Electricity Act and safety regulations.

9. General

The scope includes supply of all materials, labour, tools, tackles, transport, testing and commissioning complete. Any additional work required for successful completion shall be deemed included in the quoted rate. Work shall be carried out without affecting existing STP operations as far as possible.

10. Warranty and Replacement Clause

All supplied and installed LT copper and aluminium cables shall carry a minimum warranty of 12 months from the date of successful testing and commissioning. During the warranty period, any defect arising due to manufacturing defect, poor workmanship, insulation failure, improper laying or termination shall be repaired or replaced free of cost with cables of the same size, type and approved make, at no extra cost to the Municipal Corporation.

MODE OF PAYMENT:

1. 75% payment will be made on supply on site.
2. 25% payment will be made after satisfactory commissioning.

DECLARATION

DECLARATION

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

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

Contractor's Signature