

MIRA- BHAINDAR MUNICIPAL CORPORATION

(WATER SUPPLY DEPARTMENT)

TENDER NOTICE NO. 25/2 (2025-26)

For

Cleaning & Repairing of Public Wells 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:.....

Contractor/Agency

No. of Corrections

Executive Engineer

MIRA - BHAINDAR MUNICIPAL CORPORATION
WATER SUPPLY DEPARTMENT

Name of Work :- **Cleaning & Repairing of Public Wells in Mbmc area**

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TENDER NOTICE

Contractor/Agency

No. of Corrections

Executive Engineer



मिरा-भाईंदर महानगरपालिका

पाणी पुरवठा व मलनिसारण विभाग

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

ता. जि.ठाणे - 401 101



निविदा सुचना क्र. 25 (2025-26)

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

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

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

अ.क्र	कामाचे नाव	अंदाजित खर्च (GST वगळून)	निविदेचा प्रकार	कंत्राटदार चा वर्ग	इसारा रक्कम	सुरक्षा अनाम	निविदा फॉर्म फी	कामाची मुदत
1.	मिराभाईंदर 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-भाईंदर 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-भाईंदर महानगरपालिका

जा.क्र.मनपा/पा.पु.व मलनि/25/2025-26

दि.21/01/2026



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



TENDER NOTICE No. 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

Contractor/Agency

No. of Corrections

Executive Engineer

MIRA - BHAINDAR MUNICIPAL CORPORATION
DETAILED TENDER NOTICE

Name of Work :- Cleaning & Repairing of Public Wells 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.1180/-(Rs. One thousand one hundred eighty Only) (Non-Refundable) shall be paid by online.
- 6) Earnest Money Deposit of Rs. 59,774/- (Rs. Fifty nine Thousand seven Hundred Seventy four Only) should be paid in the form of DD/PAYORDER/CASH-online.
- 7) Security Deposit :Initial Security deposit of 3 % in the form of D.D./ Pay order or Bank guarantee in the name of Commissioner, Mira Bhaindar Municipal Corporation drawn on any Scheduled Bank and balance 2 % will be deducted from R.A. bills.

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

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

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

c) If it is found that the lowest tenderer is not recommended, then a reference will be made to second lowest to deposit A.S.D. in the form of demand draft in the specified time period.

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

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

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

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

11) Validity of the Offer :

120 days from the date of opening of the tender.

12) ELIGIBILITY OF CONTRACTOR

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.(Civil)	Registration copy of class Class 4A & Above (Civil) by Government of Maharashtra or any other Govt. Or semi Govt. Organization (Scan Copy)
6. Following works experience in Govt./ Semi Govt. organization	

Contractor/Agency

No. of Corrections

Executive Engineer

B	The minimum cost of the work of similar nature and value completed by the contractors in the last 5 years	- Three similar completed works, of which work wise costing should not be less than the amount equal to 40% of the estimated cost. In same work following work should be done by bidder. OR Two similar completed works, of which work wise costing should not be less than the amount equal to 50% of the estimated cost. In same work following work should be done by bidder. OR One similar completed work costing should not be less than the amount equal to 80% of the estimated cost. In same work following work should be done by bidder.	Similar work completion certificate 40% 03 Works 50% 02 Works 80% 01 Works (Scan copy) (In Year of 2020-21, 2021-22, 2022- 23, 2023-24, 2024-25)
7. 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)	
8. 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))	

13) Manner of submission of tender and its accompaniments

Tender is to be submitted according to three envelopes system, Which should be submitted online in

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

14) SITE VISIT

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

15) Envelope No. 2 (Financial Bid)

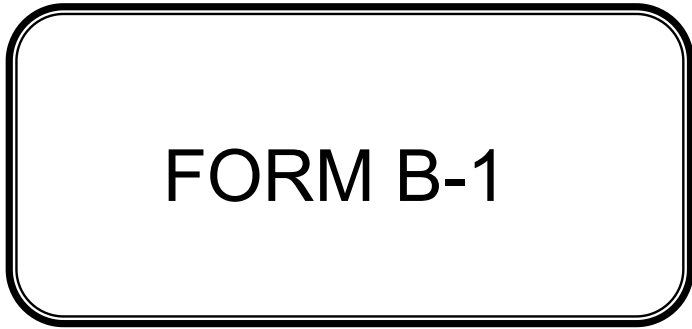
Will also be submitted online the contractor shall quote for the work as per details given in the main tender and also based on the details of conditions, issued/additional stipulations made by the Department.

b) Financial proposal :

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

Time of Contract : The contract period is Twelve months.

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



FORMAT for Letter of Commercial Offer

(To be printed on letterhead of the firm and submitted in Envelope -2)

To,
The Commissioner
Mira Bhayandar Municipal Corporation, Bhayandar

Sub: Cleaning & Repairing of Public Wells in Mbmc area.

(Estimated cost Rs. 59,77,357/-)

Dear Sir,

Tenderer's Offer

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

Agency _____

Name & Address _____

Dated _____ day of _____ 20

(Witness _____

Name & Address _____

Occupation _____

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

Officer _____

Dated _____ day of _____ 20

Signature of Agency before submission of tender

Signature of witness to Agency's signature)

Signature of the officer by whom accepted

Executive Engineer

Mira- Bhayandar Municipal Corporation.

CONDITIONS OF CONTRACT

CLAUSE -1:- Security Deposit

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

All compensation or other sums of money payable by the contractor to the Corporation under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of the security deposit or from the interest arising there from, or from any sums which may be due or may become due by the Corporation to the contractor under any other contract or transaction of any nature on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter, make good in cash or F. D. R. pledged to Commissioner, MC as aforesaid, any sum or sums which may have been deducted from, or raised by sale of security deposit or any part thereof. The Security Deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest bearing securities, provided that the depositor has expressly desired this in writing.

If the amount of the security deposit to be paid in a lump sum within the period specified at above, is not paid, the tender / contract already

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

The Security deposit will be released at the end of defect liability period mentioned in this contract.

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

CLAUSE 2:- Compensation for delay

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

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

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

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

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

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

a) To rescind the contract (for which rescission notice in writing to the contractor under the hand of Commissioner, MBMC shall be conclusive evidence) and in that case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Corporation.

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

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

expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

d) In case the contract shall be rescinded under clause (a) above, the contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the Commissioner, MBMC shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified.

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

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

If the progress of any particular portion of the work is unsatisfactory, the Commissioner, MBMC shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in Clause 2, be entitled to take action under Clause 3(b) after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

CLAUSE 5:-Contractor liable to pay compensation If action not taken under clauses 3 & 4

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

declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

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

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

(a) or (c) of Clause 3, he may, if he so desires, take possession of all or any tools and plants, materials and stores, in or upon the work or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates, to be certified by the Commissioner, MBMC whose certificate thereof shall be final.

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

CLAUSE 6 :-

Clause 6 :- If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in his execution or on any other ground, he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date to which he was hindered as aforesaid or on which the case for asking for extension occurred, whichever is earlier and the Executive Engineer may, if in his opinion there are reasonable grounds granting an extension,

grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter be final.

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

CLAUSE 7:- Final certificate

On Completion of the work the Contractor shall be furnished with the certificate by the Executive Engineer hereinafter called the Engineer-in-charge of such completion but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have been all scaffolding. Surplus material and Rubbish and shall have been cleaned, the dirt from all the wood work, doors, windows, walls, floor or other parts of the building in or up. On which the work has been executed or of which he may have has possession for the purpose of executing the work, nor until the works shall have been measured by the Engineer-in-Charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-Charge the said measurements being, binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus material and Rubbish and cleaning off dirt on or before the date fixed for the completion of the

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

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

No payment shall be made for any work, estimated to cost less than Rupees one thousand till the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees one thousand, the contractor shall on submitting a monthly bill therefor be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance / on account bills against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in any

other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

CLAUSE 9:- Payment At reduced rates on account of items of work not accepted as completed, to be at the discretion of the Engineer-in - charge.

The rates for several items on work estimated to cost more than Rs. 1000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where the items of work are not accepted as so completed the Engineer-in-charge may make payment on account of items at such reduced rates as he may consider reasonable in the preparation of final or on accounts bill.

CLAUSE No. 10:- Bills to be submitted monthly

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

does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure the said work in the presence of the Contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

CLAUSE 11:- Bills to be on printed forms

The Contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

CLAUSE 12:- Stores supplied by Corporation

Contractor has to make his own Store arrangement.

CLAUSE 12 (A):- Storage of controlled material

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

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

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards material and in every other respect in strict accordance with specifications. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and loaded in his office and to which the Contractor shall be entitled to have access for the purpose of inspections at such office or In the site of the work during office hours. The Contractor will be entitled to receive one sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost.

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

The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing, signed by the Engineer-in-charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work,

shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Corporation or relevant Government departments, prevailing at the time when the extra items crop up or at the rates mutually agreed upon between the Engineer-in charge and the contractor, whichever are lower.

Rates for works not entered in estimate or Schedule of rates

If the additional or altered work for which no rate is entered in the Schedule of Rates, is ordered to be carried out before the rates are agreed upon then, the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-Charge does not agree to this rate, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined, as lastly hereinbefore mentioned, then in such case, he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed

by the Engineer-in-Charge. In the event of a dispute, the decision of the Commissioner will be final.

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

Extensions of time in consequence of additions & alterations

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

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

a) If at, any time after the execution of the contract documents, the Engineer shall for any reason what-so-ever (other than default on the part of the contractor for which the Corporation is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended for any period of that the whole or part of the work should not be carried out at all, he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as

required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof, provided that, the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever, by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

b) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days, the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineer to record the final measurements of the work already done and to pay the final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under this contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of

the contractor to any further compensation under the remaining provisions of this Clause.

c) Where the Engineer requires the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension, for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery rendered idle on the site or on the account of his having had to pay the salary or wages of labour engaged by him during the said period of suspension, provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension 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.

d) In the event of

i. Any total stoppage of work on notice from the Engineer under Sub clause 1) in that behalf.

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

Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitution in the specifications, drawings,

designs, or instructions under Clause 14, where such curtailment exceeds 25 % in quantity and the value of the quantity curtailed beyond 25 % at the rates for the item Specified in the tender is more than Rs. 5,000.

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

CLAUSE 15 (A):- No claim to compensation on account of loss due to delay in supply of material by MBMC if any.

Contractor shall not be entitled to claim any compensation from the MBMC for the loss suffered by him on account of delay by MBMC in the supply of materials entered in schedule "A" where such delay is caused by

- I) Difficulties relating to the supply of railway wagons.
- II) Force majeure.
- III) Act of God.
- IV) Act of enemies of the state or any other reasonable cause beyond control of Government.

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

CLAUSE 16:- Time limit for unforeseen claims.

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

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

If at any time before the security deposit or any part thereof, is refunded to the contractor, it shall appear to the Engineer-in-Charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution

Contractor/Agency

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Executive Engineer

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

CLAUSE 18:- Work to be open inspection. Contractor or responsible agent to be present

Contractor/Agency

No. of Corrections

Executive Engineer

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

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

The contractor shall give not less than five days notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or place beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained, the same shall be uncovered at the contractors expense and in default thereof no payment

or allowance shall be made for such work or for the materials with which the same was executed.

Clause 20: Contractor liable for damage done and for imperfection

If during the period of 60 months from the date of completion as certified by the Engineer-in-Charge pursuant to Clause-7 of the Contract or 60 months after commissioning the work, whichever is earlier in the opinion of the Commissioner, MBMC., the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Commissioner, MBMC, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified there-in including dismantling and re-construction of un-safe portion strictly in accordance with and in the manner prescribed and under the supervision of the Commissioner, MBMC. In the event of the Contractor failing or neglecting to commence execution of the said rectification work within the period prescribed thereof in the said notice and / or to complete the same as aforesaid as required by the said notice, Commissioner, MBMC shall get the same executed and carried out departmentally or by any other contractor at the risk on account and at the cost of the Contractor. The Contractor shall forthwith on demand pay to the Corporation the amount of such costs, charges and expenses sustained or incurred by the Corporation of which the certificates of the Commissioner, MBMC shall be final and binding on the contractor. Such cost, charges and expenses shall be deemed to be arrears of land revenue and in the event of the

Contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Corporation; the same may be recovered from the contractor as arrears of land revenue. The Corporation shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Corporation to the Contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by the Corporation.

ANNEXURE TO CLAUSE 20:

The defect liability period shall be as under

Repairing & Removing of Slush in wells in MBMC area.

1 (One) years

Clause 21: Contractor to supply plant, ladder, scaffolding etc.

The Contractor shall supply at his own cost all materials (except such special materials if any, as may in accordance with the contract, be supplied from the Corporation stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted form and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefor to and from the work. The Contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to

time of the work or the materials, failing which the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

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

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

Clause 21 (A): Scaffolds to comply with regulations

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

- a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- b) A scaffold shall not be constructed, taken down or substantially altered except
 - i. Under the supervision of a competent and responsible person; and
 - ii. As far as possible by competent workers possessing adequate experience in this kind of work.
- c) All scaffolds and appliances connected therewith and ladders shall
 - i. Be of sound material,
 - ii. Be of adequate strength having regard to the loads and strains to which they will be subjected, and
 - iii. Be maintained proper completion.
- d) Scaffolds shall be so constructed that so part thereof can be displaced in consequence of normal use.
- e) Scaffold shall not be over-loaded and so far as practicable the load shall be evenly distributed.
- f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
- g) Scaffolds shall periodically inspected by a completed person.
- h) Before allowing a scaffold to be used by his workmen, the contractor shall whether the scaffold has been erected by his workmen or not, take steps to ensure that it

complies fully with the regulation here-in specified

- i) Working platform, gangways and stairways shall:
 - i) Be so constructed that no part thereof can sag unduly or unequally.
 - ii) Be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and
 - iii) Be kept free from any unnecessary obstruction.
- j) In the case of working platform, gangways, working places and stairways at a height exceeding 3 Meters.
 - i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety
 - ii) Every working platform and gangway shall have adequate width and
 - iii) Every working platform, gangway, working place and stairway shall be suitably fenced.
- k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of material, be provided with suitable means to prevent the fall of persons or materials.
- l) When persons are employed on roof where there is a danger of falling from a height exceeding 3 meters suitable precautions shall be taken to prevent fall of persons or materials.
- m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- n) Safe means of access shall be provided to all working platforms and other working places.

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

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

- a) Hoisting machine and tackle, including their attachments, anchorages and supports shall
 - i. Be of good mechanical construction, sound material and adequate strength and free from patent defect and
 - ii. Be kept in good repair and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- c) Hoisting machines and tackle shall be examined and adequately tested after

erection on the site and before use and be re-examined in position at intervals to be prescribed by the Corporation.

- d) Every chain, ring, hook, shackle swivel and pulley block and in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- e) Every crane driver or hoisting appliance operator shall be properly qualified.
- f) No person who is below the age of 18 years, shall be in control of any hoisting machine, including any scaffold, or shall give signals to the operator.
- g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means.
- h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.
- i) In the case of a hoisting machine, having a variable safe working load, each safe working load and the conditions under which it is application, shall be clearly indicated.
- j) No part of any hoisting machine or of any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
- k) Motors, gearing transmissions, electric wiring and other dangerous part of hoisting appliance shall be provided with efficient safeguards.
- l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- m) Adequate precautions shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

Clause-22: Measure for prevention of fire

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

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

Compensation for all damages done intentionally or unintentionally by Contractor's labour whether in or beyond the limits of Corporation property including any damage caused by the spreading of fire mentioned in clause 22, shall be estimated by the Engineer-in-charge

or such other officer as he may appoint and the estimate of the Engineer-in-charge, subject to the decision of the Commissioner on appeal, shall be final and the contractor shall be bound to pay the amount of assessed compensation on demand, failing which, the same will be recovered from the contractor as damages in the manner prescribed in Clause-1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Corporation to contractor under this contract or otherwise. The Contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the Court in consequence.

Clause 24: Employment of female labour

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

Clause 25 : Work on Sundays

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

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

The Contract shall not be assigned or sublet without the written approval of the Engineer-in-charge and if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors or attempt so to do or if possible bribe, gratuity, gift, loan perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of Corporation in anyway relating to his office or employment, or if anyway directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in Writing, rescind the contract and security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Corporation and the same consequences shall ensure, as if the contract had been rescinded under clause-3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefor actually performed under the contract.

Clause 27: Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Corporation without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

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

In the case of tender by partners, any changes in the constitution of a firm shall be forthwith notified by the Contractor to the Engineer-in-charge for his information.

Clause 29: Works under direction and control of the Employer

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

Clause 30: Decision of Engineer in charge to be final

Except where otherwise specified in the contract and subject to the powers delegated to him by Corporation, the decision of the Engineer in charge shall be final, conclusive and binding on all parties to the contract, upon all questions relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter or thing whatsoever, if anyway arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or other conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof.

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

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

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

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

Deleted.

Clause 32: Lump sum in estimates

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

Clause 33: Action where no specifications laid down

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

Clause 34: Definition of "work"

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

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

Contractor/Agency

No. of Corrections

Executive Engineer

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

Clause 36: Payment of quarry fees, royalties etc.

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

Clause 37: Workmen related

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

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

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

Clause 37 (B): Medical Aid to workmen

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

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

Clause 37 (C): The Apprentices Act, 1961

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

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

1. Deleted
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 different percentage of permissible variations, the quantity of the item does not exceed the tender quantity by more than 25 percent or so long as the value of the excess quantity beyond the limit of tender quantities at the rate of the item specified in the tender, is not more than Rs. 5,000/- (whichever is more)

3. The Contractor shall, if ordered in writing by the Executive Engineer so to do also carry out any quantities in excess of the limit mentioned in sub-clause (1) hereof on the same conditions as and in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in the current schedule of rates and in the absence of such rates, (ii) at the rate prevailing in the market, the said rates being increased or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of the works as put to tender based upon the schedule of rates applicable to the year in which the tender were invited (For purpose of operation of this clause, this cost shall be taken to be RS. **21,06,764.00** In words Rupees Twenty one Lakh six Thousand seven Hundred sixty four Only as per DSR 2022-23.
4. Claims arising, out of reduction in the tendered quantity, of any item beyond 25% will be governed by the provisions of clause 15 only when the amount of such reduction beyond 25% at the rate of item specified in the tender is more than Rs. 5,000/- This reduction is exclusively of the reduction mentioned in clause No 14 & 15 of work and site condition.
5. This Clause is not applicable to extra items.
6. There is no change in the rate if the excess is more than 25% of the tendered quantity, but the value of the excess work- at the tendered rates does not exceed Rs. 5,000/-
7. The quantities to be paid at tendered rate shall include :-
Tendered quantity plus.
25% excess of the tendered quantity or the excess quantity of the value of Rs.5000/- at the tendered rate whichever is more.
8. In the Schedule B any probable item is included without stating its quantity but by stating the rate for such item, then the tendered quantity for such item shall be treated as Zero for applicability of this clause.

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

Note:

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

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

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

Clause - 38-B : Deleted.

Clause 39: Employment of famine labour etc.

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

Clause 40: Claim for compensation for delay in starting the work

No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works on account of any delay accorded in sanction of estimates and release of any payments.

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

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

Clause 42: Entering upon or commencing any portion of work

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

Clause 43 : Minimum age of persons employed and the payment

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

Clause 44: Method of payment

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

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

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

Clause 46: Employment of scarcity labour

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

Commissioner, MBMC whose decision shall be final and binding on the Contractor.

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

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

Clause 48: Rates inclusive of GST

1. The tender rates are inclusive of GST.

Clause 49 : Local labour to be employed

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

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

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

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

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

All amounts whatsoever which the Contractor is liable to pay to the Corporation in

Contractor/Agency

No. of Corrections

Executive Engineer

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

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

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

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

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

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

Clause 54: Engaging apprentices as per Apprenticeship Adviser's recommendations

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

Clause 55: Where the work are required to work near Machine and are liable to accident

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

Clause 56: Provision of all applicable Indian Laws shall be treated as applicable for this contract.

Clause 57: In view of the difficult position regarding the availability of the Foreign exchange, no foreign exchange, will be released by the

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

Clause 58: Anti Malaria measures

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

Clause 59: No claim in case of shelving the project

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

Clause 60: Clause 59: Price Variation Clause :- NOT APPLICABLE.

Clause No. 61 : The contractor shall provide and maintain barricades, guards, guard rails, temporary bridges and walkways, watchmen, headlights and danger signals illuminated from sunset to sun rise and all other necessary applications and safeguards to protect the work, life, property, the public, excavations, equipment's and materials. Barricades shall be substantial construction and shall be painted such to increase their visibility at night. For any accident arising out of the neglect of above instructions, the contractor shall be bound to bear the expenses of defense of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay all damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid in compromising any claim by any such person.

Clause No. 62: The contractor shall provide in the joint names of the Engineer-in-charge and the contractor, insurance cover only from the Government Insurance, Maharashtra State, 264, 1st Floor, MHADA, Opp. Kalanagar, Bandra (East), Mumbai-400 051. Insurance policy/policies taken out from any other Corporation will not be accepted. However, if the contractor desires to effect insurance with the local office of any insurance Corporation, the same should be made the Co-Insurance-cum-Insurance. If the policy taken by the contractor is not on Co-Insurance basis. (Director of Insurance 60% and Insurance Co. 40%) the same will not be accepted and the amount of premium calculated by the Director of Insurance will be recovered directly from the amount payable to the contractor. The policy shall cover from the date of work order for the following events which are due to the contractor's risks.

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

62.1 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.

62.2 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.

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

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

62.5 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 63 : No Machinery Advance will be provided by MBMC.

CLAUSE 64:- Disputes

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

**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 'A1' 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.

SCHEDULE - B

Contractor/Agency

No. of Corrections

Executive Engineer

MIRA BHAYANDER MUNICIPAL CORPORATION
Water Supply Department

NAME OF WORK - CLEANING AND REPAIRING OF PUBLIC WELLS 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							
8320.00	Dewatering the excavated trenches and pools of water in the building trenches / pipeline trenches, well works by using pumps and other devices including disposing off water to safe distance as directed by Engineer -in-charge (including cost of machinery,	93.45	Rs. Ninety three & forty five paisa only	HP/Hr	777504.00			As per the Direction given by the Engineer in Charge
	Item No. 2							
2551.25	Excavation for foundation /pipe trenches in slush Muddy/ Marshy / Slushy /Soil including use of poclain, labour for dewatering during execution including removing the excavated material upto a distance of 50 metres and lifts as below, stacking and spreading as directed, preparing the bed by cleaning the mud, labour required for execution for shutterng item but excluding backfilling etc. complete. Providing and fixing shuttering shall be paid separately.	427.35	Rs. Four hundred twenty seven & thirty five paisa only	Cum	1090276.69			As Above
	Item No. 3							
2551.25	Trasnsporting of excavated materials lead 3.00 k.m.	310.23	Rs. Three hundred ten & twenty three paisa only	cum	791481.94			As Above

Contractor/Agency

No. of Corrections

Executive Engineer

	Item No. 4							
125.60	Providing uncoarsed rubble masonry of trap stones in cement mortar 1:6 in superstructure including racking out joints when plastering is to be done/striking out joints watering and scaffolding etc...complete.	5810.70	Rs. Five thousand eight hundred ten & seventy paisa only	Cum	729823.92			As Above
	Item No. 5							
565.20	Providing tuck pointing with cement mortar 1:3 for stone/Brick masonry including scaffolding and curing etc. complete.	187.95	Rs. One hundred eighty seven & ninety five paisa only	sqm	106229.34			As Above
	Item No. 6							
353.25	Providing sand face plaster externally in two coats using approved screened sand in all positions, including providing base coat of 15mm thick in cement mortar 1:4 mixing approved water proofing compound at the rate of 1 kilogram/ 50kg of cement and curing the same for not less than two days and keeping the surface of base coat rough to receive the sand faced treatment 8mm thick in cement mortar 1:4 and finishing the surface by taking out grains and curing for 14 days including preparing the surface, watering and scaffolding etc. complete.	670.95	Rs. Six hundred seventy & ninety five paisa only	sqm	237013.09			As Above
	Item No. 7							
23.55	Providing and casting in situ / ready mix PCC M20 grade of trap metal for coping to head walls / parapet including centering, form work, compaction and curing etc. complete. (with reversible drum type mixer/ concrete batch mix plant (pan mixer) with SCADA with fine aggregates of required specifications (Natural sand / VSI sand finely washed etc)	9720.90	Rs. Nine thousand seven hundred twenty & ninety paisa only	Cum	228927.20			As Above

Contractor/Agency

No. of Corrections

Executive Engineer

	Item No. 8						
17.80	Providing structural steel work in rolled sections like joists, channels, angles, tees, etc. as per detailed designs and drawings including fixing in position without connecting plates, braces, etc. and one coat of anticorrosive paint and over it two coats of oil painting, of approved quality and shade, etc. complete. (Bd-C-2/275)	94019.10	Rs. Ninety four thousand ninety nine & ten paise only	MT	1673539.98		As Above
	Item No. 9						
282.60	Providing and applying two coats of exterior weather shield paint of approved manufacture and of approved colour to the plastered surfaces including cleaning, preparing the plaster surface ,applying primer coat ,scaffolding if necessary, and watering the surface for two days etc complete.	309.75	Rs. Three hundred nine & seventy five paise only	sqmt	87535.35		As Above
	Item No.10						
100.00	Providing and applying two coats of flat oil paint of approved colour to the old structural steel work and iron work previously painted in building including scaffolding, if necessary, cleaning and preparing the surface (excluding primer coat) etc. complete.	89.25	Rs. Eighty nine & twenty five paise only	sqmt	8925.00		As Above
	(PWD SSR 2022-23 SSR No 35.09 / 223)						
	Item No.11						
50.00	Red Oxide paint	219.45	Rs. Two hundred nineteen & forty five paise only	Ltr	10972.50		As Above
	Item No.12						
50.00	Scraping ,cleaning applying exterior acrylic paint for background writing the slogan,,etc complete	424.00	Rs. Four hundred twenty four only	sqmt	21200.00		As Above
	(APPROVED RATE)						

Contractor/Agency

No. of Corrections

Executive Engineer

	Item No.13							
282.60	Exterior primer and acrylic paint then painting the wall with modern art /3D art work for variuos theme such as swachh bharat,sports Environment,public Awareness messages etc complete (MR)	757.00	Rs. Seven hundred fifty seven only	sqmt	213928.20			As Above

Total
Rs. 5977357.20

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

Contractor/Agency

No. of Corrections

Executive Engineer

GENERAL CONDITIONS

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

GENERAL CONDITIONS

1. The contractor shall study the site and general condition of the work site and availability of labour, power supply, water supply, transportation facilities etc. as required for execution of work. The clarification of any required shall obtained from the corporation well in advance in writing before submission of the tender. It will be deemed that all necessary site information and details that are required have been personally verified submission of tender by the contractor for completing the job as per the tender specification.
2. The contractor should appoint a well qualified staff. The instructions and order given to the in-charge (representative of contractor) shall be deemed to have been given to the contractor.
3. The mishap or accident that may during maintenance/ maintenance period to any labour or machinery by any cause whatsoever will be at contractors risk. Agency will be paying labour compensation as required thereon and not by the Mira-Bhayandar Municipal Corporation. Cost of damages to plant due to bad workmanship and negligence on the part of the contractor will be recovered from the contractor.
4. Security deposit will be refunded after completion for guarantee period of 6 months if no fault found during the period.
5. The staff employed by the contractor at the site of his work not to be treated as municipal staff.
6. If the agency do not undertake any rectification of fault / defect or maintenance work included in the tender within 15 days from the date of issue of letter by the Engineer – In – Charge. The same will be carried out departmentally ort though some other agency at the risk and cost of the contractor.

7. PROTECTION OF UNDERGROUND- TELEPHONE CABLE AND. AERIAL -TELEPHONE WIRES AND POLES, TRANSMISSION TOWERS, ELECTRICITY CABLE, Mahangar Gas Line AND WATER SUPPLY LINES

During the execution of work, it is likely that the Agency may meet with telephone cable, electrical, cable, MGL, water supply lines, etc. It will therefore, be the responsibility of the Agency to protect it carefully. All such cases should be brought to the notice of the Engineer-in-charge by the Agency and also to the

Contractor/Agency

No. of Corrections

Executive Engineer

concerned Department. Any damage whatsoever done to these cable and pipelines by the Agency shall be made good by him at his cost.

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

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.

a. Protection Equipment

- i. Hand Gloves (Suitable for use on 22 KV)
- ii. Boots/Shoes (Suitable for use on 22 KV)

b. Phone & Vehicle

- i. The contractor shall have mobile phone for communication of massage at the time of emergency.

3. ELECTICAL POWER SUPPLY

Electric power supply required by the contractor will be provided fee 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 t 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 Mire-Bhayandar Municipal Corporation and recovered from the amount payable to the contractor.

9. RATES INCLUSIVE OF GST

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.

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 barthers) 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. occur during the course of execution, same shall be restored at the cost of the contractor. In case, the repair is done by respective Department/Owner, the cost of such repair will be recovered from the contractor.

SPECIFICATION

MIRA-BHAYANDAR MUNICIPAL CORPORATION

NAME OF WORK - CLEANING AND REPAIRING OF PUBLIC WELLS IN
MBMC AREA.

DETAILED TECHNICAL SPECIFICATIONS

ITEM NO.01 :- DEWATERING.

The item of dewatering includes the entire dewatering operation from start of work till its completion in all respects for that item of work, which is to execute in river or local nalla itself. Consumption charges, electrical connection charges, etc. required for pumping machinery and together with erecting, labor and running charges are to be borne by the contractor under this item. The trenches shall be kept free of water during the entire construction and arrangements to dispose off the bailed out water shall be properly made by the contractor. The job also includes removal of muddy water, muddy paste, etc.

If at any time during excavation till its completion, the work is filled with water or debris either due to untimely rains or due to underground springs being struck during excavation, slide slips or due to any cause whatsoever, the contractor shall have to dewater and remove the debris, filled up material, etc. at his cost and no claims for extra rates shall be entertained. Similarly if the cofferdam is constructed for water diversion and is broken, washed away due to any reason, the contractor shall make it good at his cost and no claim thereof shall be entertained.

If the work is continued for more than one working season, or beyond the stipulated time limit due to any reason whatsoever the contractor has to do all the dewatering and removing the trenches clearing operations entirely at his cost. If any accident occurs during dewatering operations or due to coffer dam, etc. on account of any reason whatsoever, the contractor shall be fully responsible for and shall have to shoulder all responsibility of compensation, etc. at his cost. In short, this item of dewatering covers the materials and labor cost for the entire period of execution from start till completion of work together with all eventualities mentioned above.

Till the work is completed, part rates shall be admissible against this item, according to hours of pumping, which are registered in logbook kept on site, especially for this purpose. Also necessary check of Sub-Divisional Officer about correctness of dewatering hours on logbook is essential and as decided by the Executive Engineer, whose decision shall be final and binding on the contractor.

However, if dewatering hours are in excess, still then the amount admissible for payment will be limited to the amount mentioned in Schedule-B. This item is operative only when dewatering operations are actually required to be done during execution and the payment shall be on the basis of units as mentioned in Schedule 'B'.

The dewatering is job item for Sub-work as mentioned in Schedule 'B' of tender. The normal dewatering referred in item of excavation, PCC, RCC and lowering, laying of pipes refers for minor dewatering resulting from subsoil emergence of water or percolation from local nalla/gutter etc.. This quantity of dewatering is

deemed to be included in rate of relevant item, hence no separate payment on such account is admissible.

ITEM NO.02 :- EXCAVATION IN ALL TYPE OF STRATA / MATERIALS.

GENERAL:

The specifications contained in the standard specification volume II and published by Public works and Housing Department. Government of Maharashtra Chapter Bd. A item No. 1 to 9 shall apply. In addition to above following specification shall apply. In case of any discrepancy between the two the below given specification shall govern.

SITE CLEARANCE:

The area to be excavated shall be cleared off all trees and bushes and rubbish and other objectionable materials removed and shall be burnt or disposed off as directed by the Engineer-in-charge. The cost of such clearing shall be deemed to have been included in the rate accepted for different items under excavation.

DEWATERING:

No distinction shall be made as to whether the materials being excavated is dry moist or wet. The item also includes bailing out of water by manually to keep the trenches reasonable dry for all further works of lowering, laying, jointing and testing of the pipeline till the completion of the work.

DEPTH AND GRADES OF TRENCHES:

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The trenches shall be excavated to the required grades and depths and on the lines as shown on approved drawings as directed by the Engineer-in-Charge. The depth of excavation and the levels of the pipe inverts shall be checked by means of boning rods of suitable lengths. Additional depths if required to be excavated for pipes for sockets, collars, specials, joints and for any other working facility and shall not be measured and paid. The contractor shall notify the Engineer when the trenches are ready for bedding so that the Engineer can inspect and record the depths. Only on explicit approval by Engineer, the bedding shall be provided by the contractor.

EXCAVATION IN MARSHY LAND :

The contractor shall excavate in marshy nature encountered, to lines levels, curves and grades as directed by Engineer-in-Charge. After completion of this excavation and before any further work is done, the Engineer will examine the sub-grade.

The contractor shall notify the Engineer before starting excavation to enable him to take cross sectional / L-sectional levels for purposes of measurement, before ground is disturbed. The contractor may be required to carry out excavation 3M deeper, then extra lift rate shall be payable to the contractor, basic rate of excavation being same.

The entire area within the limits of earthwork as indicated shall be constructed to the lines, grades, elevations, slopes, and cross sections indicated on the drawings with added allowance for the thickness of free draining fills or other special materials such as clay where required. Slopes and drainage features shall present a neat, uniform appearance upon completion of the work

and shall be approved by the Engineer. The contractor shall not waste or otherwise dispose of suitable excavated materials. All excavation shall be performed under the limitations and requirements set out in (his specification pertaining to control of water content.

FOSSILS ETC.:

All fossils, relics, coins, minerals and any other items of archeological importance found in excavation or dismantling shall be the property of the MBMC and shall be handed over to the Engineer's representative. Should any structure be uncovered, the Engineer's instructions shall be obtained before its demolition or removal.

MODE OF MEASUREMENT AND PAYMENT:

The excavation shall be measured in Cubic Meters only. Dimensions shall be measured correct to two decimal of Meter and quantity shall be calculated to two places of Decimal of Cubic Meters.

ITEM NO.03 :- TRASNSPORTING AND DISPOSING OF SLUSH.

The surplus excavated stuff shall be disposed off by mechanical means beyond 50 meter and up to 5 kms. lead as directed by Engineer-in-charge. The item includes cost and loading, unloading, transportation, all labour etc. complete and stacking and disposing off surplus stuff as directed.

The work of disposing off surplus excavated stuff shall be carried out as per the specification No.B.1.7 page No.25at "Standard Specification Red Book" of PWD.

Disposing for initial 50 M. lead from the edge of pipeline trenches will not be considered for payment under this item. The material conveyed to the place of disposal shall either be stacked or spread as directed by Engineer-in-charge or his representative.

The quantity conveyed and disposed off shall be calculated from trench excavation less quantity of murum/contractor's soil/sand brought from outside for refilling pipe volume, concrete volume etc. as decided by Engineer-in-charge. The quantity upto two decimals of a cubic meter shall be measured and paid for.

ITEM NO.04 :- UNCOARSED RUBBLE MASONARY.

Providing uncoarsed rubble masonry of trap stones in cement mortar 1:6 in superstructure including racking out joints when plastering is to be done/striking out joints watering and scaffolding etc complete. Referred Specification No. of Bd.H.4 Page One Number 331 & Instruction by Engineer-In-Charge.

ITEM NO.05 :- TUCK POINTING.

Providing tuck pointing with cement mortar 1:3 for stone/Brick masonry including scaffolding and curing etc. complete. Referred Specification No. of Bd.L.16 Page One Number 373 & Instruction by Engineer-In-Charge.

ITEM NO.06 :- SAND FACED PLASTER.

Providing sand faced plaster externally in cement mortar using approved screened sand, in all positions including base coat of 15 mm thick in cement

mortar 1:4 using waterproofing compound at 1 kg per cement bag curing the same for not less than 2 days and keeping the surface of the base coat rough to receive the sand faced treatment 6 to 8 mm thick in cement mortar 1:4 finishing the surface by taking out grains and curing for fourteen days scaffolding etc. complete.. Referred Specification No. of Bd.L.7 Page One Number 369 & Instruction by Engineer-In-Charge.

ITEM NO.07 :- COPING TO HEAD WALLS / PARAPET

Providing and casting in situ / ready mix PCC M20 grade of trap metal for coping to head walls / parapet including centering, form work, compaction and curing etc. complete. (with reversible drum type mixer/ concrete batch mix plant (pan mixer) with SCADA with fine aggregates of required specifications (Natural sand / VSI sand finely washed etc). Referred Specification No. of Bd.E.8 & Instruction by Engineer-In-Charge.

ITEM NO.08 :- STRUCTURAL STEEL WORK

Providing, fabricating, and fixing safety grill on well using structural steel in rolled sections such as angles, channels, joists, flats, and bars as per site measurements and approved design, including cutting, welding, assembling, surface preparation by cleaning and grinding, applying one coat of approved anti-corrosive primer and two coats of approved oil paint of specified shade, transporting to site, and securely fixing the grill on the well top with suitable anchors/bolts or embedding in concrete/masonry, complete in all respects as

directed by the Engineer-in-Charge, including all materials, labor, tools, safety measures, and incidental charges.

ITEM NO.09 :- EXTERIOR WEATHER SHIELD PAINT

Providing and applying two coats of exterior weather shield paint of approved manufacture and of approved color to the plastered surfaces including cleaning, preparing the plaster surface, applying primer coat, scaffolding if necessary, and watering the surface for two days etc complete. Referred Specification No. of BDO & Instruction by Engineer-In-Charge.

ITEM NO.10 :- OIL PAINT.

Providing and applying two coats of flat oil paint of approved color to the old structural steel work and iron work previously painted in building including scaffolding, if necessary, cleaning and preparing the surface (excluding primer coat) etc. complete. Referred Specification No. of Bdo 6 Page One Number 406 & Instruction by Engineer-In-Charge.

ITEM NO.11 :- RED OXIDE PAINT

Providing and applying approved quality red oxide primer paint to all metal/steel surfaces after thorough surface preparation, including removal of rust, scale, grease, oil, and loose materials by wire brushing/emery paper. The primer shall be applied uniformly by brush/spray to achieve proper coverage and protection against corrosion, complete

ITEM NO.12 :- EXTERIOR ACRYLIC PAINT FOR BACKGROUND

Scraping, cleaning applying exterior acrylic paint for background writing the slogan, etc complete. & Instruction by Engineer-In-Charge.

ITEM NO.13 :- EXTERIOR PRIMER AND ACRYLIC PAINT

Exterior primer and acrylic paint then painting the wall with modern art /3D art work for variuos theme such as swachh bharat, sports Environment, public Awareness messages etc complete (MR) Instruction by Engineer-In-Charge.

**MIRA BHAIKAR MUNICIPAL CORPORATION
WATER SUPPLY DEPARTMENT**

(A) SPECIFICATIONS

No	Particulars	Standard Specifications	Page No.	Reference
1	Excavation	B-1 & B-2	24 to 28 & 257 to 265	Vol. 1,2,3
2	Cement, Stone, Fine and course aggregate, bricks, Tor steel	A-1 to A-10 (abc) A-11 to 14	5 to 18	Vol. 1
3	Plain Cement Concrete	Bd. E-1 to E-7	273	Vol. 1 & 2
4	R.C.C.	Bd.-F-2,16	297 to 306	Vol.2
5	Steel	Bd.-F -17	306 to 307	Vol.2
6	Brick masonry	B-8 (a) & (a) G1, Bd G-2 to G-7	10 to 454 & 313 to 317	Vol.1 & 2
7	Laying of C.I. pipeline	Bd. V1 to V3	547	Vol. 2
8	Cement Plaster	B. 11 (1)	65 to 66	Vol. 1

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9	C.I. Pipe	Bd. V 33 to 34 1536-1989(latest Edition)	567 to 568	Vol. 2
10	Piles	BR- 21,	124	
11	Pile cap	BR- 24,7,29	124, 38, 129	
12	Item no. 1 to 13	As per Engineer in charge instructions and Maharashtra jeevan Pradhikaran standard specifications .		

(B) IS CODES

No	Particulars	IS codes
1	Concrete aggregate	IS: 6461(1)1972 2180 : 1970
2	Burnt bricks	IS: 2180-1970
3	Masonry cement	IS:3466-1976
4	Ordinary Portland cement	IS:3466-1976
5	PCC	IS:456-1978
6	Bending and fixing of bars for concrete code of practice	IS:2502-1963
7	Cold twisted steel bars for concrete reinforcement	IS:1786-1966
8	Mild steel and medium tensile steel bars and hard drawn for concrete reinforcement	IS:432(1)1966
9	Brick work	IS:2212:1962
10	Laying of C.I. pipe code of practice for	IS:3114:1965
11	Form work	IS:6461(IV)1972
12	Mixing, laying, compaction, curing, another construction aspect.	OS:6461(VII)1973
13	Sluice vales 300 to 1200 mm dia. PN-1	IS:1906:1984
14	Sluice vales 80 to 250 mm dia. PN-1	IS:780:1980
15	Jeffy Mech joints	13282-1992
16	Tyton rubber ring	5382-1985 12820-1989

DECLARATION

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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