MIRA- BHAINDAR MUNICIPAL CORPORATION

(WATER SUPPLY & SEWERAGE DEPARTMENT)

TENDER NOTICE NO. 09/02 (2026-27)

For

Construction of Ground Water Recharge Pit for water conservation at ward no.4,5 & 6 in Mira Bhayandar Municipal area

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

SAVE EVERY DROP OF WATER

Issued to:……

MIRA - BHAINDAR MUNICIPAL CORPORATION
WATER SUPPLY DEPARTMENT

Name of Work :- **Construction of Ground Water Recharge Pit for water conservation at ward no. 4,5 & 6 in Mira Bhayandar Municipal area.**

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TENDER NOTICE

मिरा-भाईंदर महानगरपालिका

स्व. इंदिरा गांधी भवन, मुख्य कार्यालय, छत्रपती शिवाजी महाराज मार्ग,
भाईंदर (प.), ता.ठाणे-401101 दुरध्वनी क्रं.28192828

पाणी पुरवठा व मलनि:सारण विभाग

// निविदा सुचना क्र. 09 (2026-27) //

मिरा-भाईंदर महानगरपालिका हद्दीतील खालील कामांकरीता मोहोरबंद दर e-Tendering पद्धतीने मागविण्यात येत आहेत. सदर कामाचे कोरे निविदा फॉर्म दि.07/10/2026 ते दि.14/10/2026 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 ग्राहय समजण्यात येणार नाही.

सदर कामी मागविलेल्या मोहोरबंद निविदा दि.15/10/2026 रोजी दुपारी 1.00 वाजेपर्यंत वरील संकेतस्थळावर स्विकारण्यात येतील व दि.16/10/2026 रोजी दुपारी 1.30 वाजता उपस्थित ठेकेदार व त्यांचे प्रतिनिधी यांच्या उपस्थितीत / अनुउपस्थितीत उघडण्यात येतील.

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

अ. क्र	कामाचे नाव	अंदाजित खर्च (जी.एस.टीवगळून)	इसारा रक्कम	निविदेचा प्रकार	कंत्राटदारचा वर्ग	निविदा फॉर्म फी	मुदत
1	मिरा भाईंदर महानगरपालिका क्षेत्रातील प्रभाग समिती क्र.1, 2 व 3 अंतर्गत जलसंवर्धनाकरिता भुजल पुर्नभरण खड्डा (Ground Water Recharge Pit) तयार करणे	रु.16,39,850/-	रु.16,398/-	बी-2	वर्ग 5 व त्यावरील	रु.500/- + रु.90/- GST = रु.590/-	06 महिने
2	मिरा भाईंदर महानगरपालिका क्षेत्रातील प्रभाग समिती क्र.4, 5 व 6 अंतर्गत जलसंवर्धनाकरिता भुजल पुर्नभरण खड्डा (Ground Water Recharge Pit) तयार करणे	रु.16,64,200/-	रु.16,642/-	बी-2	वर्ग 5 व त्यावरील	रु.500/- + रु.90/- GST = रु.590/-	06 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/09/2026-27
दि.05/10/2026

Contractor/Agency No. of Corrections Executive Engineer

MIRA BHAINDAR MUNICIPAL CORPORATION

Indira Gandhi Bhavan, Chhatrapati Shivaji Maharaj Marg,
Bhaindar (W) 401101, Tal. Dist – Thane, 28192828

Water Supply & Sewerage Department

// TENDER NOTICE No. 09 (2026-27) //

Mira Bhaindar Municipal Corporation invites sealed tenders for following works in MBMC area in the form of e-Tendering. The tender form and other relevant documents will be available for download on MBMC's e-Tendering website as https://mahatenders.gov.in from **Dt.07/10/2026 TO Dt.14/10/2026** till 12.00 pm. Tender Form Fee & EMD should be submitted through online receipt system.Failing which the tender will be disqualified. There is no any concession to qualified unemployed Engineer for EMD/ Security Depsit.

The last date for submission of tenders completed in all respects on **Dt. 15/10/2026** 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.16/10/2026** at 1.30 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 (In Rs.) (Excluding GST)	Earnest Money Deposit (EMD)	Type of Tender	Contractor's Class	Cost of Tender documents (In Rs.)	Period of Completion
1	Construction of Ground Water Recharge Pit for water conservation at ward no.1,2 & 3 in Mira Bhayandar Municipal area	Rs.16,39,850/-	Rs.16,398/-	B-2	Class 5 and above	Rs.500/- + Rs.90/- GST = Rs.590/-	06 Month
2	Construction of Ground Water Recharge Pit for water conservation at ward no.4, 5 & 6 in Mira Bhayandar Municipal area.	Rs.16,64,200/-	Rs.16,642/-	B-2	Class 5 and above	Rs.500/- + Rs.90/- GST = Rs.590/-	06 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/09/2026-27
Date :- 05/10/2026.

Contractor/Agency No. of Corrections Executive Engineer

DETAIL TENDER NOTICE

MIRA - BHAINDAR MUNICIPAL CORPORATION
DETAILED TENDER NOTICE

Name of Work :- Construction of Ground Water Recharge Pit for water conservation at ward no. 4,5 & 6 in Mira Bhayandar Municipal area

TENDER PROGRAMME..

1) The tender document are available at Mahatenders.gov.in 07/10/2026 to 14/10/2026.

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.590/-(Rs. Five hundred ninety Only) (Non-Refundable) shall be paid by online.

6) Earnest Money Deposit of Rs.16,642/- (Rs. Sixteen thousand six hundred forty two 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 he contract.

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

9) The tender will be Submission last dt. 15/10/2026 day at 1.00 pm online only.

10) Validity of the Offer :

120 days from the date of opening of the tender.

11) 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 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".

12) a)Technical Proposal. :

Technical Proposal work shall contain following documents.

1)	Form Fee Receipt	(Online Form fee Receipt - **Scan Copy)**
2)	Earnest Money Deposit Receipt	(Online Earnest Money Deposit Receipt **(Scan Copy)**)
3)	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 5 & Above (Civil) by Government of Maharashtra or any other Govt. Or semi Govt. Organization. **(Scan Copy)**
4)	Balance Sheet of Last 3 Years.	(C.A. certified copy of Balance sheet **(Scan Copy).** (In Year of 2022-23, 2023-24, 2024-25))
5)	GST Registration Certificate.	(GST Registration Certificate **(Scan Copy)**)
6)	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)
7)	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))

Annexure - 1

Affidavit (on Rs.500/- Stamp Paper)

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

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

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

(Signature of contractor)
(seal of company)

13) 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.

14) Financial proposal :

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

Time of Contract : The contract period is Six months.

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

FORM B-2

FORM B-2

DEPARTMENT **MIRA-BHAINDAR MUNCIPAL CORPORATION.**
DIVISION : **WATER SUPPLY DEPARTMENT.**

Name of Work :- Construction of Ground Water Recharge Pit for water conservation at ward no.4,5 & 6 in Mira Bhayandar Municipal area.

GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

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

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

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

Memorandum

1 A General Description

Construction of Ground Water Recharge Pit for water conservation at ward no. 4,5 & 6 in Mira Bhayandar Municipal area

B.	Estimated Cost	Rs. 16,64,200**/-**
C.	Earnest Money	Rs. 16,642**/-**
D.	Security Deposit	Rs. 5% of Accepted Tender Cost.
	i. Initail security deposit	At the time of agreement 3% of Accepted Tender Cost
	ii.	Balance 2% Security Deposit will be Deducted from R.A. Bill at rate of 5% from each RA bill.

E. Time allowed for completion of the work from date of written order to commence 06 (Six months) Calendar months including monsoon.

2 I/We agree that this offer shall remain open for acceptance for a minimum period of 180 days from the date of opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered, at the office of such authority. The Earnest money deposited on-line only. The amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the MBMC should I/We fail to (I) Abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents as required by the Engineer and furnish the security deposit, as specified in item (d) of the memorandum contained in Para - I above within the time limit, laid down in clause, (1) of the annexed general conditions of the contract. The amount of earnest money may be refunded to me/us after work order if so desired by me/us in writing unless the same or any part thereof has been forfeited as aforesaid.

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

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 : 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 10 days (which may be extended by the Executive Engineer concerned upto 15 days if the Executive Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in cash or Government securities endorsed to the Executive Engineer (if deposits for more than 12 months) or the full amount to the security deposit is made up. All compensation or other sums of moneys payable by the contractor to MBMC under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from, from any sums which may be due or may become due by MBMC to the contractor under to be paid in a lump sum within the period specified at (A) above is not paid the tender/contract already accepted shall be considered as cancelled and legal steps will be taken against the contractor for recovery of the amount. The amount of the security deposit lodged by a contractor shall be refunded along with the payment of the final bill, if the date upto, which the contractor has agreed to maintain the work in good order, or if the date upto which the contractor has guaranteed for any defect (whichever is later) is over. If such date is not over only 50% amount of security deposit shall be refunded along with the payment of the final bill and on certifying by the Engineer-in-charge that 50% Security Deposit will be sufficient to meet all the liability for the balance defect liability period. The amount of security deposit retained by the MBMC shall be released after expiry of period upto, which the contractor has agree to maintain the work in good order or upto which the contractor has guaranteed for any defect (whichever is later) is over. In the event of the contractor failing or neglecting to complete rectification work within the period upto which the contractor has agree to maintain the work in good order, then subject to provisions of clause 17 and 20 hereof the amount of security deposit retained by MBMC shall be adjusted towards the excess cost incurred by the MBMC on rectification work.

Clause 2 : The time allowed for carrying out the 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, with all due diligence (time being deemed to be of the essence of the as contract on the part of the contractor. And further to ensure good progress during execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete for complete minimum quantum of work as compared to accepted tender cost as stated below: -

1. 1/4 of the work in 1/4 of the time
2. 1/2 of the work in 1/2 of the time.
3. 3/4 of the work in 3/4 of the time.

And abide by the programme of detailed progress laid down by the Executive Engineer. However, in case of ground water source adopted for the scheme the work of development of source shall only be taken in band by the contractor first and only after ascertaining adequacy of the yield through GSDA during the summer period, the remaining works shall be undertaken for execution after obtaining written permission from the Executive Engineer. No material shall be purchased till the adequacy of the source is confirmed and written orders to proceed for remaining works are obtained from the Executive Engineer. In case of failure of the original source due to inadequate yield or any other reason the contractor shall have to take up the work of other suitable source suggested by GSDA and to ascertain its adequacy during summer. In such case the Executive Engineer will ascertain the reasonable time required for completion of remaining works included in the contract and shall grant suitable extension to the Contractor the decision of the engineer-in-charge regarding suitable extension shall be treated as final an binding on the contractor. However, such extension shall not be less than '1/2 of period of completion stated in the original contract. The Contractor shall prepare revised programme of work based on extended time limit granted and shall get the same approved from the executive Engineer. Based on approved revised programme the progress of the contractor shall be watched for imposing compensation by the Executive Engineer. The Contractor shall prepare modified programme on completion of successful yield test and get it approved from the Engineer-in-charge and such approved and modified programme shall be binding on the Contractor in case of all other schemes where ground water is not proposed as source and have other assured water source, works

of all the sub-works can be taken up by the contractor simultaneously and for such scheme the time limit stated in the Contract shall be treated as final and binding on the Contractor. Executive Engineer should be the final authority in this respect irrespective of the feet that the tender is accepted by MBMC.

Action when whole of security deposit is forfeited

Clause 3 : In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (actually in hand with the Engineer-in-charge on the date on which action under this clause is taken irrespective of Security Deposit specified in the contract whether paid in one sum or Deducted by installments) or in the case, of abandonment of the work owing to serious illness or death of the contractor or any other cause the Engineer, on behalf of the MBMC, shall have power to adopt any of the following courses, as he may deem best suited to interest of MBMC:-

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

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

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

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

Action when the work is progress; of any particular portion of the work is unsatisfactory

Clause 4 : If the progress the of any particular portion of the work is unsatisfactory, the Executive Engineer shall not with standing that the general progress of the work is in accordance with the condition

mentioned in clause 2 be entitled to take action under clause 3 (b) after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Contractor remain liable to the 'com - pansation if action not taken under clauses 3 & 4

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

Power to take possession of or sell contractor's plant

Extension of Time

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

Final certificate

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

the safety thereof provided that the decision of the Engineer as to the stage at which the work or any part of its could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

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

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

No claim to compensation on account of loss due to delay in supply of materials by MBMC.

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

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

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

No claim to compensation on account of loss due to delay in supply of materials by MBMC
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Clause 8 (A): The contractor shall not be entitled to claim any compensation from MBMC for the loss suffered by him on account of delay by MBMC in the supply of materials entered in Schedule 'A' where such delay is caused by –

Difficulties relating to the supply of railway wagons,

i) Force major.

ii) Act of God

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

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

Time limit for unforeseen Claims

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

Action and Compensation payable in case of bad work

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

rks to be opened to spection

ntractor or responsible ent to be present

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

Notice to be given before work is covered

Clause 12 : The Contractor shall give not less than 5 days notice in writing to the Engineer-in-charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions therefore taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice have been given or consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Contractor liable for damage done for imperfections.

Clause 13: If during the period of 12 months from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract or 63 months from commissioning the work, whichever is earlier in the opinion of the Executive Engineer, the said work is defective in any manner, whatsoever,

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

ANNEXURE TO CLAUSE 20 :

The defect liability period shall be as under :

Types of Work	Defect liability period after commissioning
Construction of Ground Water Recharge Pit for water conservation	12 month

a) Distribution System.

Contractor to supply plant, ladders scaffolding etc

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

expenses of defense of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may with consent of the contractor be paid or compromising any claim by any such person.

Measure for prevention of fire.

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

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

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

Liability of contractor for any damage done in or outside work area.

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

Employment of female labour

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

Work on Sunday

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

Work not to sublet

Contractor may be rescinded and security deposit forfeited for submitting It without approval or for binding a public officer or If contractor becomes

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

Direction and control of the Executive Engineer

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

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

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

(a) The accepted Value of the Contract exceeds Rs. 10 lakh (Rupees Ten Lakhs).

(b) Amount of claim is not less than Rs. 1.00 Lakh (Rupees One Lakh).

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

Lump sums in Estimate

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

Action where no specifications

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

Definition of work

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

Contractor's percentage

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

Refund of quarry fees and royalties

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

Compensation under Workmen compensation Act,

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

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

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

(a) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

(b) When work is carried on in proximity to any Place where there is a risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

(c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

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

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

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

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

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

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

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

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

ANNEXURE CLAUSE – EXCESS QUANTITY

CLARIFICATION TO THE CLAUSE OF EXCESS QUANTITY.

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

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

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

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

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

For Distribution System

i) Earth all types of earth, soils, sand, gravel, and soft murum, with lead upto 50 m and lift as involved, including dewatering, shoring and strutting etc. excluding refilling etc. 40% of average rate for Lift 0.00 to 1.50 m and 0% for lift 1.50 to 3.OO m.

ii) Excavation in hard murum with lead of 50 m and lifts as involved, including dewatering, shoring and strutting, excluding refilling 0.00% for average rate of lift 0.00 to 1.50 m and 0.00% for 1.50 to 3.00.

iii) Excavation for pipe trenches in Slush / Muddy / Slushy / soil with lead upto 50 m dewatering shoring and strutting, excluding backfilling 30% of average rate for lift 0.00 to 1.50 m and 0.00% for lift 1.5 to 3.00 m.

iv) Excavation for pipe trenches in soft rock and old cement lime masonry including lead upto 50 m, required lift, dewatering, shoring, strutting, excluding back filling 15% of average rate for lift 0.00 to 1.50 and 0% for lift 1.5 to 3.0 m.

v) Excavation for pipe trenches in hard rock by chiseling and by mechanical means or by any other means including rimming and leveling - lead upto 50 m, dewatering, shoring, strutting, excluding back filling 15% of average rate for lift 0.00 to 1.50 m

Employment of famine labour etc.

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

Claim for Compensation Delay in staring the work

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

Claim for Compensation Delay in execution work.

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

Entering upon commence any portion of work

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

Minimum age of persons employed the employment of donkeys & for other animals & the payment of fair wages.

Clause 34:

j) No contractor shall employ any person who is under the age of 18 years

ii) No contractor shall employ donkeys or other animals with breeching of string of thin rope. The breeching must be at least three inches wide and should be of tape (Newar).

iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

iv) The Engineer-in-charge or his Agent is authorized to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by MBMC for any delay caused in the completion of the work by such removal.

v) The contractor shall pay fair and reasonable wage to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable the dispute shall be referred without delay to the Executive Engineer who shall decide the same. The decision of the Engineer shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by MBMC to the contractor at the sanctioned tender rates.

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

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

Methods of payment

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

Acceptance of conditions Compulsory before tendering for work

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

Employment of Scarcity labour

Clause 37: If Government declares a state of scarcity of famine to exist in any village situated within 16 kilometers of the work, the contractor shall employ upon such parts of the work, as are suitable for

unskilled labour, any person certified to him by the Executive Engineer or be any person to whom the Executive Engineer may have delegated this duty in writing, to be in need of relief and shall be bound to pay to such person wages not below the minimum which Govt. may have fixed in his behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the Contractor.

Price not to Exceed fixed by Govt.

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

Rate inclusive of Sales Tax

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

Sates Tax on surplus material

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

Employment of Local Labour

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

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

Wages to be paid to the skilled and unskilled by the contractor.

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

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

Clause 44 : The successful tenders will be required to produce to the satisfaction of the specified concerned authority a valid and consequent license issued in favour under the provisions of the Contract

Labour (Regulation and Abolition) Act, 1970 before starting the work. On failure to do so, the acceptance of tender should be liable to be withdrawn and also Earnest Money / Security Deposit forfeited.

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

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

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

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

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

Anti-Malaria A other health services

Clause 49:

(A) The anti malaria and the health measures shall be as directed by the Joint Director (Malaria and Filaria) of Health Service, Pune.

(B) Contractor shall see that mosquitogenic conditions are not created so as to keep vector population to minimum level.

(C) Contractor shall carry out anti malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director (M & F) of Health Services, Pune.

(D) In case of default in carrying out prescribed anti malaria measures resulting in increase in malaria incidence contractor shall be liable measures to control the situation in addition to fine.

(E) Relations with Public Authorities:

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

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

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

1. Receipts for payments made on account of any work, when executed by a firm should also be signed by all the partners except where the contractors are described in their tender as firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts of the firm.

2. All works shall be measured net by standard measure and according to the rules and customs of the MBMC and in absence of such rules and custom in MBMC then as per rules and customs of P. W. Department of Govt. of Maharashtra without reference to any local custom.

3. The measurements of work will be taken according to the usual methods in use in the Mira-Bhaindar Muncipal Corporation and no proposals to adopt alternatives methods will be accepted. The Executive Engineer's decision as to what is the usual method in use in the MBMC will be final

4. The contractor will have to construct shed, for storing controlled and valuable materials issued to him under Schedule 'A' of the agreement, at work site having double locking arrangement. The materials will be taken for use in the presence of the Department person. No materials will be allowed to be removed from the site of works.

5. The tendered rate shall be inclusive of all taxes, duties levies, cess (including Sales Tax) as amended from time to time. No extra payment on this account shall be made to the contractor.

Clause 51 : Price Variation Clause : not Applicapal

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

Clause 53: (Insurance)

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

a) Loss of or damage to the Civil and Mechanical equipment's supplied / installed including the materials such as pipes, valves specials etc. brought on she.
b) Loss of or damage to contractor’s equipment's including his vehicles.

c) Loss of or damage to property (except the works, Plant Material and Equipment) in connection with the contractor. And ;

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

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

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

3. Alterations to the terms of insurance shall not be made without the approval of the engineer.

4. The minimum insurance cover for loss and damages to physical, injury and death shall be 10% of the contract cost per occurrence with number of occurrences as 4 (four). After each occurrence the contractor shall pay additional premium necessary so as to keep the insurance policy valid always till the defect liability period is over.

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

Clause 54: (CSMC)
In case MBMC decides to appoint a construction, supervision and management consultant for supervising/ monitoring works under this contract, the civil / mechanical / electrical contractor shall be liable to execute the work under the supervision of C.S.M.C. All decisions regarding the work in such cases shall be taken by the C.S.M.C. on behalf of M.B.M.C. and will be binding on the contractor.

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

MIRA-BHAINDAR MUNCIPAL CORPORATION
WATER SUPPLY DEPARTMENT

CONDITIONS FOR MATERIAL SCHEDULE 'A'

CSA-1 Other materials except as shown in Schedule 'A' required for the work shall be procured and supplied by the contractor at his cost. In such cases the test certificate for their quality shall have to be produced by the contractor.

CSA-2 Material shall be available for delivery on any working day from 11.00 A.M. to 05.00 P.M. with at least week's intimation in advance.

CSA-3 The contractor shall maintain proper account of consumption of all material supplied to him by the department as per schedule 'A' in the register which may be if required, modified as prescribed by Board and shall submit the extract of the same monthly to the Executive Engineer. The Executive Engineer shall reserve the right to stop further issue of material to the contractor if monthly account of the previously issued material is not submitted by the contractor. He shall be fully responsible for the consequence arising out of this.

The contractor shall responsible for proper handling and safe custody of material issued to him by Board, for use on the work and shall return to Government all surplus material after completion of work, if and as ordered by the Executive Engineer vide Clause - 12 of B.1 Form. The cost of damages or unserviceable material as would be fixed by the Engineer-in-Charge shall be recovered from the contractor. The material, which is not found, accounted properly after considering reasonable percentage of wastage shall be charged at panel rates or determined by the Engineer-in- Charge

CSA-4 The contractor shall at his own cost make arrangement for storing cement brought by him by constructing a pucca shed and platform, etc. with double locking arrangements. Any damage to the cement due to inadequate provision of store theft etc. will to the account of the contractor

CSA-5 If there is delay in supplying the materials due to reasons outside the control of the Department or due to the materials being out of stock, no claim for compensation will be considered on the ground of delay in the supply of the materials

CSA-6 All the materials mentioned in Schedule ‘A1 required for the work shall be obtained from the Department's store only where otherwise provided. The material obtained from other sources shall not be allowed to be used except under written permission of the Engineer-in-Charge and after producing necessary test certificate.

CSA-7 The contractor shall inspect the material thoroughly before taking delivery of the same and shall take the delivery in good and sound condition and sign the unstamped receipt in token of receipt. Damages to the material noticed afterwards will be to the account of the contractor.

CSA-8 Quantities in Schedule 'A'1 are approximate and shall vary according to actual and bonafied use.

CSA-9 All the materials remaining unused after the completion of the work are to be returned to Board at their store at the cost of the contractor and the credit if due will be given as per rules enforces.

CSA-10 Once the materials are issued to the contractor at the MBMC's store he shall remove the same immediately to his stores, failing which rent as decided by Engineer-in-Charge shall be recovered from the contractor.

CSA-11 The contractor shall submit account of all the materials issued to him previously before demand for any fresh materials is made. Materials that cannot be accounted for shall be recovered from him at the rates decided by the Executive Engineer.

CSA-12 The contractor will have to provide the manufacturer list report from Government Laboratory regarding steel to be provided by the contractor.

CSA-13 If the contractor fails to return the balance materials with the firm, the same shall be recovered at 2.0 times the issue rate or at the prevailing market rate, whichever is higher.

CSA-14 C.I. Flanged and S/s Specials required other than that not available with the department for the work will be supplied by contractor as per necessity of the work.

CSA-15 The contractor shall be responsible for safety of materials (even if it is laid in ground) till satisfactory Hydraulic Test is completed and work is finally handed over to the MBMC.

CSA-16 If the material supplied to the contractor at the place other than mentioned in Schedule-A, the Transport charges will be paid as per prevailing DSR for the shortest between stipulated place of delivery and actual place of delivery. In addition octroi on such a material, if paid by the contract, same shall be reimbursed to the contractor on production of proof of payment of such charges to Municipal Council.

Form B-2

MIRA BHAYANDER MUNICIPAL CORPORATION
Water Supply Department

Name of Work : Construction of Ground Water Recharge Pit for water conservation at ward no.4,5 & 6 in Mira Bhayandar Municipal area

Form B-2

Quantity as per Sanction	Item of Work	Estimated Rate		Unit	Basic Rate in figureto be entered by Bidder	Specification		Additional Specification
		In Figures	In Words			Clouse No	Page No	
1	2	3	4	5	6	7	8	9
	Item No.1 :- Ground Water Recharge Pit							
8.00	Providing & constructing recharge pit of 2.0 m .deep. & 1.0m dia. of precast RCC rings size 2.5ft.dia.9”hight.2” thick. recharge pit including installation 300mm.(rubble.) thick side filling around outside of RCC rings (annular space) with 40mm. size boulders including filling of recharge pit up to 0.5m depth of 10-25 mm clean washed gravels from bottom up followed by 0.5m of washed river fine aggregate (natural sand/crushed sand VSI grade finely washed etc.) including netlon mesh between each gravel/ fine aggregate (natural sand/crushed sand VSI grade finely washed etc.) media layer including covering with RCC slab, manhole cover with floe chart flex bord at site.The rate shall be inclusive of all labour, material, wastage, scaffoldings, transportation, taxes all other	122350.00	Rs. One lac twenty two thousand three hundred fifty only	Nos				As per the Direction given by the Engineer in Charge

	material require for construction of that recharge pit etc. All material should be of approved by engineer incharge. All works complete as per the drawing. Technical specification & direction of Engineer in charge							
	Item No.2 :- Ground Water Recharge Pit with Borewell							
2.00	Providing & constructing recharge pit of 2.0 m .deep. & 1.0m dia. of precast RCC rings size 2.5ft.dia., 9" hight.,& 2" thick. Rings With 6.5"dia X 25m.deep bore well at the floor recharge pit including installation of combination of solid/ perforated M.S. Casing pipe including pressing in to the bore hole wrapped around with netlon mesh include 300mm (rubble.)thick side filling around outside of RCC rings (annular space) with 40mm. size boulders including filling of recharge pit up to 0.5m depth of 10-25 mm clean washed gravels from bottom up followed by 0.5m of washed river fine aggregate (natural sand/crushed sand VSI grade finely washed etc.)including netlon mesh between each gravel / fine aggregate (natural sand / crushed sand VSI grade finely washed etc.)media layer including covering with RCC slab, manhole cover,1hp single phase submersible pump set, auto digital panel,1"dia.upvc pipe power cable, adaptor, clamp, bore cover, pump holding rope, bend with flow chart board (flex) at site. The rate shall be inclusive of all labour, material, wastage, scaffoldings, transportation, taxes and all other material require for construction of that recharge pit etc. All material should be of approved by engineer in charge.	342700.00	Rs. Three lac forty two thousand seven hundred only	Nos				

Contractor/Agency No. of Corrections Executive Engineer

GENRAL CONDITIONS

MIRA-BHAYANDAR MUNICIPAL CORPORATION
WATER SUPPLY DEPARTMENT

GENRAL CONDITIONS

MIRA-BHAYANDAR MUNICIPAL CORPORATION
WATER SUPPLY DEPARTMENT

GENRAL CONDITIONS

1. SCOPE OF WORK

Construction of Ground Water Recharge Pit for water conservation at ward no.1,2 & 3 in Mira Bhayandar Municipal Corporation area.

2**. DEFINITIONS:**

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

a) "The Contract" means the agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties, includes all attachments and appendices there to and all documents incorporated by references therein. Contract is the deed of contract together with all its original accompaniments and those later incorporated in it by internal consent.

b) "The Contract Price" means the price payable to the contractor under the contract for the full and proper performance of its contractual obligations.

c) "The Goods" means all of the equipments, machinery and/or other materials which the" contractor is required to 'supply to the owner under the contract.

d) "Services" means services ancillary to the contract such as transportation and insurance and any other incidental services, such as Provision of Technical staff and other such obligations of the contractor covered under the contract.

e) The "Contractor" means successful tenderer that is the tenderer whose tender has been accepted and who has been authorised to proceed with the work.

f) "Client" means Mira Bhaindar Municipal Corporation.

g) “MBMC” means Mira Bhaindar Municipal Corporation

h) "Tender" means the proposal of the contractor submitted in prescribed form setting forth the prices for the goods to be supplied and other related services to be rendered

and setting forth his acceptance of the terms and obligations of the conditions of contract and specifications.

i) "Contract Time" means period specified in the document for the entire execution of contracted works and other services to be rendered commencing from the date of notification of award including monsoon period.

j) "Month" means calendar months.

k) "Site" means location at which the contractor will have to execute the contracted work.

l) "The Engineer" shall mean the Executive Engineer in charge of the work.

3. SPECIFICATIONS:

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

4. LINE OUT:

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

5. INTENT AND INTERPRETATION OF CONTRACT DOCUMENTS:

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

The contractor shall furnish and pay for all labour, supervision, materials, equipment, transportation, construction, equipment and machinery tools, appliances, water, fuel,

power energy, light, heat, utilities, telephone, storage, protections, safety provisions, and all other facilities, services and acceptable execution, testing initial operation and completion of the work in accordance with the contract documents, ready for use and operation by the owner. The cost of all these arrangements shall be deemed to be included in the contract offer and no separate payment shall be admissible therefore.

5.2 INTERPRETATIONS:

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

5.3 DRAWING:

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

5.3.1 SIGNED DRAWINGS:

Signed drawings alone shall not be deemed to be in order for work unless it is entered in the agreement or schedule for drawings under proper attestation of the contractor and the Engineer or unless it has been sent to the contractor by the Engineer with a covering letter confirming that the drawing is and authority for work in the contract.

5.3.2 TECHNICAL WORDS:

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

6.0 LINE OUT OF THE WORK:

6.1 SURVEYS AND MEASUREMENTS:

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

6.2 CONTRACTOR'S VERIFICATION:

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

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

6.3 SITE OFFICE:

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

7. SECURITY DEPOSIT AND INDEMNITY BOND

7.1 SECURITY DEPOSIT:

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

7.2 LOSS OR DAMAGE INDENITY BOND:

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

8. SUPERVISION AND SUPERINTENDENCE

8.1 CONTRACTOR'S SUPERVISION:

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

8.2 WORK ORDER BOOK:

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

such staff. The contractor shall comply with such orders and effect replacements to the satisfaction of the Engineer-in-charge.

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

9. PROTECTION:

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

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

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

10. UTILITIES AND SUB-STRUCTURES:

Before commencing any excavations, the contractor shall investigate, determine the actual locations, and protect the indicated utilities and structures, shall determine the existence, position and ownership of other utilities and substructures in the site or

before the work is performed by communication with such property owners, search of records, or otherwise and shall protect all such utilities and substructures.

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

11. WORKMEN:

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

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

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

12.1 WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS:

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

12.2 WORKMANSHIP:

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

12.3 MATERIALS AND EQUIPMENT:

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

13.1 OPTIONAL MATERIALS;

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

14. LAWS AND REGULATIONS:

a) Government Law:

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

b) Resolving the disputes:

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

15. PERMITS, FEES AND TAXES:

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Govt. fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties, including excise duty, sales tax, local taxes, income tax, octroi and other taxes and any other taxes and any other levies required by law including sales taxes properly assessed against his equipment or property used in connection with the work and clearance certificate shall be shown to

the Engineer. If the contractor is entitled for any refund / exemptionof above taxes, necessary certificate regarding the issue of materials for MBMC works will be issued by the Commissioner MBMC however, the MBMC authorities will not take any responsibility of refund/exemption of such taxes fees and in case of disputes between authority refunding and the contractor, the MBMC and its officers shall be indemnified by the Contractor. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the contractor and detected subsequent shall be the sole responsibility of the contractor and his legal heirs.

16. BURRIED AND CONCELLED WORK:

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

17. WARNINGS AND BARRICADES:

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

18. PRECAUTIONS WHILE WORKING IN THE VICINITY OF ROAD

(a) When the work is required to be done along, below or near existing traffic road, the contractor(s) shall take steps as are necessary for the safety of the road, labour working at site. He/they will also be required to make program of his/their work so as not to interfere with the movement of road traffic. No extra payment shall be allowed for these precautions and also for crossing road required during the execution of the work. It should be ensured that the main traffic road is not disturbed.

(b) In addition to the precautions taken by the contractor for the safety of the road and labour, it may be necessary to post flagmen in some locations as an additional safety measure. The contractor(s) shall be fully responsible for any damage to or trespass caused by his/their men to surrounding structure, MBMC bears no liability whatsoever on this account.

(c) Instructions given by Road Authority regarding safety shall be strictly followed during the execution of work.

(d) There may be some service lines such as electrical cables, MGL gas line, S&T cables, and water pipe lines, CC drains crossing above and below the ground levels. These should be supported as per the satisfaction of the site in charge of Concern Authority (Reliance Power/Tata Power/ MGL / Water supply Department of MBMC / PWD Department of MBMC) and after the completion of the work these to be restored in their original alignment. There should not be any damage to these service lines during execution. Contractor is entirely responsible for any damages.

19. TRAFFIC MANAGEMENT

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

size shall be provided as directed. All that is stated above in incidental to the work and no separate payment will be made to the contractor.

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

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

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

The whole of the works shall be under the directions of the Engineer, whose decision shall be final, conclusive and binding on all parties of the, contract, on all questions relating to the construction and meaning of plans, working drawings, sections and specifications connected with the work. The Engineer shall have the power and authority from time to time and at all times to make and issue such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and for good and sufficient execution of the works according to the terms of specifications. The contractor shall receive, execute, obey and be bound by the same according to the true intent and meaning thereof; fully and effectually. Engineer may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any works or any portion of works executed or partially executed, to be removed, changed or altered and if needful, may order that other works shall be substituted instead thereof and the

difference of expenses occasioned by any such diminution or alteration so ordered and directed shall be deducted from or added to the amount of this contract.

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

21. DEFECTS AND RECTIFICATION:

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

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

22. RIGHT TO WITHHOLD:

The Engineer may refuse to approve any payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved and paid to such extent as may be necessary in the opinion of the Engineer to protect him from loss because (a) The work is defective, (b) Third party claims have been filed or there is reasonable evidence indicating probable filing of such claims, (c) of the Contractor's failure to make payment properly to sub-contractors or for labour, material or equipment (d) of damage to another Contractor, or to the property of other caused by the Contractor, (e) of reasonable doubt that the work cannot be completed for the unpaid balance of the contractor price, (f) of reasonable indication that the work will not be completed within the contract time, (g) of the Contractor's neglect or unsatisfactory prosecution of the work including failure to clean up. Once the provisions of law that enables or require the Engineer to with held such

payments are removed, payment will be made for amounts withheld because of them to the extent the contractor is entitled to payment.

23. FINAL INSPECTION AND ACCEPTANCE:

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

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

24. CONTINUING OBLIGATION OF THE CONTRACTOR:

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

25. INCOME TAX:

During the course of contract period the deduction of Income Tax will be made at 2% of the gross amount of each bill in excess of Rs.5000/- or as per the advice of the Income tax authority. Presently 8% surcharge over the tax is being levied, which constitutes the overall percentage as 2.24%.

26. FORCE MAJEURE:

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

27. WRITTEN NOTICE:

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

28. USE OF COMPLETED PORTIONS:

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

29. CLEANING UP

The contractor shall at all times during the work keep the site and premises, adjoining property and public property free from accumulations of waste materials, rubbish, and other debris resulting from the works, and at the completion of the work shall remove all waste materials, rubbish and debris from and about the site and premises as well as all tools, construction equipment and machinery and surplus materials, and shall leave the site and premises, clean, tidy and ready for occupancy by the owner. The

Contractor shall restore to their original condition those portions of the site not designated for alteration by the contract documents. Paved ways, parking areas and roadways disturbed by the construction shall be redone by filing the excavation, if any, by sand compacted material and bringing it to its original shape as directed and approved by the Engineer. No waste material shall be buried or disposed off on the owner's property unless so approved in writing by the Engineer in charge. Before the Contractor applies for final inspection and acceptance of the work, all items of work shall be complete, ready to operate, and in a clean condition as determined by the Engineer.

30. OWNER'S RIGHT TO CLEAN UP:

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

31. FOSSILS ETC.

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

32. LABOUR RULES:

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

The contractor shall have to comply with the Apprentices Act 1961, and rules and orders issued there under from time to time. If he fails to do so, his failure will be

breach of contract and the Executive Engineer, may in his discretion, cancel the contract, the Contractor shall also be liable, for any pecuniary liability arising on account of any violation of the provisions of this act, by him.

33. STATUTORY INCREASE IN DUTIES, TAXES ETC:

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

34. INSPECTION, TESTING & FEES:

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

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

35. MACHINERY REQUIRED:

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

36. DISCREPANCIES AND OMISSIONS:

The tender drawings and specifications shall be considered as explanatory of each other and together shall form the technical requirements and stipulations of tender documents. Detailed drawings shall have preference over small scale drawings. Similarly, detailed specifications shall have preference over general specifications. Should any discrepancy arise as to the meaning, intent or interpretation of any

specification or drawing the decision of the Engineer-in-charge shall be final and binding on the Contractor.

37. NO INTEREST ON DUES:

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

38. CHANGE IN SITE:

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

39. TOOLS AND PLANT:

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

40. EXCAVATED MATERIALS:

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

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

42. REFILLING PAYMENT:

Though the contractor is required to do refilling before hydraulic testing to avoid traffic hurdle, no payment for refilling of the trenches of pipeline shall be payable till

satisfactorily hydraulic testing is given. Re-excavation required if any during testing shall be done by the contractor at his own cost.

43. EXTRA ITEMS:

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

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

SPECIFICATION

DETAILED 1TEMWISE SPECIFICATIONS

DETAILED SCOPE OF WORK

Construction of Ground Water Recharge Pits

General Requirements Applicable to Both Items:-

The Contractor shall execute the work strictly as per the approved drawings, specifications, BOQ, site conditions and instructions of the Engineer-in-Charge.

The quoted rates shall be deemed to include, unless specifically provided as separate BOQ items:

- All labour, skilled and unskilled.
- Materials, consumables and accessories.
- Loading, unloading, transportation and stacking.
- Excavation, dressing, levelling and preparation of the site.
- Disposal of surplus/unserviceable excavated material at an approved location.
- Shoring, strutting, barricading and safety arrangements wherever required.
- Scaffolding and temporary works.
- Dewatering, if required for execution.
- Tools, tackles, machinery and equipment.
- Wastage and incidental works.
- Safety of workers and all other people who walk around the site
- Testing and commissioning.
- Protection of completed work until handing over.
- Cleaning of site after completion.
- Taxes, duties, royalties, cess, insurance and other statutory obligations applicable to the work.
- Any minor work/accessory necessary for satisfactory completion, even if not specifically mentioned but required for functional completion.

All materials shall be new, unused, good quality

ITEM NO. 1 – GROUND WATER RECHARGE PIT

1. Scope

Providing and constructing a Ground Water Recharge Pit of approximately 2.00 m depth and 1.00 m internal diameter, using approved precast RCC circular rings of approximately 2.5 ft diameter, 9 inch height and 2 inch thickness, complete in all respects as shown in the approved drawing and as directed by the Engineer-in-Charge.

The work shall include all materials, labour, equipment, transportation and incidental works necessary for making the recharge pit fully functional and maintenance for 1 year.

2. Site Preparation and Excavation

The Contractor shall:

1. Locate the recharge pit at the position approved by the Engineer-in-Charge.
2. Set out the pit accurately with respect to the approved drawing.
3. Carry out excavation to the required depth and dimensions.

4. Keep the excavation free from loose soil, debris and standing water.
5. Provide necessary shoring, barricading and protection where required.
6. Dispose of surplus excavated earth at an approved location.
7. Take all precautions to prevent collapse of excavation and damage to nearby structures/services.

3. Precast RCC Ring Installation

The recharge pit shall be constructed using approved precast RCC circular rings.
The rings shall be:

1. Sound and free from cracks.
2. Properly cured.
3. Uniform in dimensions.
4. Properly aligned vertically.
5. Free from honeycombing and major surface defects.

The rings shall be lowered and placed carefully one above another to form a stable circular recharge shaft.
Any damaged, cracked or defective ring shall be rejected and replaced by the Contractor at his own cost.
Joints between rings shall be properly finished/sealed wherever required by the approved drawing/specification.

4. Rubble/Boulder Filling Around RCC Rings

A minimum approximately 300 mm thick annular layer around the outside of the RCC rings shall be provided with approved rubble/boulders.
The rubble/boulders shall generally be of approximately 40 mm size, hard, durable, clean and free from soil, clay, organic matter and other deleterious materials.
The rubble filling shall be placed carefully and uniformly around the RCC rings without disturbing their alignment.

5. Filter/Recharge Media

The internal recharge pit shall be filled with approved filter media in layers.
The general arrangement shall be:
Bottom Layer-
Approximately 500 mm depth of 10–25 mm clean washed gravel.
The gravel shall be hard, clean and free from dust, clay, organic matter and other impurities.
Upper Layer -
Approximately 500 mm depth of washed river fine aggregate / natural sand / approved crushed sand of VSI grade, finely washed and free from silt and other deleterious materials.
The exact grading and arrangement shall be as per approved drawing/instructions.

6. Netlon/Filter Mesh

Approved Netlon/filter mesh shall be provided between the different filter media layers wherever shown in the drawing or directed by the Engineer-in-Charge.
The mesh shall be:

- New and undamaged.

- Suitable for water filtration/recharge application.
- Properly cut and fixed.
- Adequately overlapped at joints.
- Installed so that migration/mixing of different filter materials is minimized.

7. RCC Cover Slab

The top of the recharge pit shall be provided with an approved RCC cover slab, complete with necessary reinforcement, shuttering/formwork and finishing as per approved drawing. The slab shall:

- Be structurally adequate for the intended loading.
- Be properly levelled.
- Have suitable access/opening for inspection and maintenance.
- Be properly cured.
- Be finished neatly.

8. Manhole Cover

1. A suitable manhole/access cover shall be provided over the inspection opening.
2. The cover shall be of approved quality and suitable strength.
3. It shall be properly seated and easily removable for future inspection/maintenance.

9. Site Identification/Flow Chart Board

The Contractor shall provide and install a suitable flow-chart/information board using metal flex board at the site indicating, as applicable:

- Recharge pit location.
- Rainwater/recharge water flow direction.
- Recharge pit details.
- Basic construction details.
- Any identification number specified by the Department.

The board shall be all weather-resistant and properly fixed.

10. Recharge Pit Inlet, Overflow, Diversion And Connecting Pipe Work

Providing, supplying, laying, jointing, testing and commissioning of complete rainwater/recharge water inlet, overflow, diversion and connecting pipework for the Ground Water Recharge Pit, including all necessary pipes, fittings, bends, tees, reducers, couplers, sockets, adaptors, clamps, supports, chambers, gratings, screens, valves, end caps and other accessories, complete in all respects as instructions of the Engineer-in-Charge.

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

10.1 Inlet Pipe to Recharge Pit

Providing and laying suitable-size UPVC/SWR/HDPE/other approved pipe from the identified rainwater collection/drainage point to the recharge pit.

The pipe shall be:

- Of approved make and quality.
- Of suitable diameter based on the design discharge.

- Properly aligned and laid to the required gradient.
- Properly supported and protected.
- Jointed watertight using approved jointing materials/method.
- Connected securely to the recharge pit inlet.

10.2. Silt/First-Flush Arrangement

Where required, the inlet system shall include a silt trap/filter chamber and first-flush arrangement before water enters the recharge pit.

The arrangement shall prevent:

- Silt.
- Mud.
- Leaves.
- Plastic waste.
- Floating debris.
- Other foreign material

from entering and clogging the recharge media.

A removable screen/grating/filter shall be provided where shown in the drawing.

10.3. Connection to Recharge Pit

The inlet pipe shall be connected to the recharge pit in such a manner that water is distributed safely without disturbing the sand/gravel filter layers.

The Contractor shall provide all necessary:

- Wall sleeves.
- Pipe collars.
- Rubber seals.
- Adaptors.
- Couplers.
- Clamps.
- Bends.

required for a proper and watertight connection.

10.4. Excess Water Overflow Arrangement

A separate overflow pipe shall be provided from the recharge pit to safely discharge excess water when the recharge pit is full or when the inflow exceeds the infiltration capacity.

The overflow pipe shall be connected to the approved:

- Existing storm-water drain, or
- Rainwater drainage line, or
- Natural drainage channel, or
- Other approved disposal point.

The discharge shall not cause waterlogging, erosion or damage to surrounding property.

10.5. Overflow/Diversion Chamber

Where required, an inspection/diversion chamber shall be constructed at the overflow connection.

The chamber shall include:

- RCC/brick/masonry construction as approved.
- Suitable cover slab.
- Manhole/access cover.
- Inlet and outlet connections.
- Proper benching.
- Silt/debris collection arrangement where required.

The chamber shall permit easy inspection and cleaning.

10.6. Automatic/Passive Diversion Arrangement

Where required by the approved design, the Contractor shall provide a diversion arrangement so that excess water is automatically/passively diverted to the designated drainage system after the recharge pit reaches its permissible water level.

The arrangement may consist of:

- Overflow pipe.
- Tee connection.
- Inspection chamber.
- Bypass pipe.
- Siphon/overflow arrangement where specifically approved.
- Suitable flap/non-return arrangement where required.

No arrangement shall permit uncontrolled discharge around the recharge pit.

10.7. Pipe Trench

Where underground pipework is required, the Contractor shall:

- Set out the pipe alignment.
- Excavate the required trench.
- Provide suitable trench width and depth.
- Prepare and level the pipe bed.
- Lay the pipe to the specified gradient.
- Provide sand/bedding material where required.
- Joint the pipes properly.
- Test the pipeline.
- Provide suitable protective/backfilling layers.
- Backfill and compact the trench.
- Restore the surface to its original condition.

10.8. Pipe Gradient

The inlet and drainage pipes shall be laid at an adequate gradient to ensure free gravity flow without stagnation.

The minimum/actual gradient shall be as per the approved design based on pipe diameter and calculated discharge.

The Contractor shall not alter the pipe invert level without approval.

10.9. Inspection Chambers

Inspection chambers shall be provided wherever required at:

- Changes in direction.

- Changes in pipe size.
- Junctions.
- Diversion points.
- Overflow connections.
- Long pipe runs where required for maintenance.

Chambers shall have suitable covers and shall be accessible for cleaning and inspection.

10.10 Pipe Protection

Where pipes pass below roads, driveways, structures or other areas subject to loading, the Contractor shall provide suitable protection such as:

- Concrete encasement.
- RCC protection slab.
- Sleeves.
- Protective casing.

as directed by the Engineer-in-Charge.

10.11 Testing

The complete piping system shall be tested before backfilling/closing of the work.

The Contractor shall verify:

- Proper flow.
- Pipe gradient.
- Watertight joints.
- Absence of leakage.
- Proper functioning of overflow.
- Proper diversion of excess water.
- Free discharge at the designated outlet.

Any leakage, blockage or defective joint shall be rectified at the Contractor's cost.

10.12 Cleaning

The complete system shall be cleaned before commissioning.

The Contractor shall remove:

- Soil.
- Cement mortar.
- Plastic.
- Construction debris.
- Loose material.
- Other obstructions.

from inside the pipes and chambers.

10.13 Final Functional Test

the Contractor shall carry out a water-flow test by introducing sufficient water into the inlet system and demonstrating:

Collection point → inlet pipe → silt/first-flush arrangement → recharge pit → filter media → recharge/borewell → excess water overflow → diversion pipe → approved drainage/disposal point.

11. Cleaning and Commissioning

Before handing over, the Contractor shall:

- Remove all construction debris.
- Clean the recharge pit surroundings.
- Ensure that filter media are properly placed.
- Ensure unobstructed water flow.
- Rectify any settlement, displacement or damage.
- Demonstrate satisfactory functioning to the Engineer-in-Charge.

12. Measurement and Payment – Item 1

The item shall be measured and paid as one complete unit (Each/No.) of fully completed and functional Ground Water Recharge Pit, unless the BOQ specifically provides a different unit.

No separate payment shall ordinarily be made for extra excavation, rubble filling, filter media, Netlon mesh, RCC rings, cover slab, manhole cover, transportation, labour, wastage, tools, scaffolding, cleaning, testing or other incidental work where these are included in the quoted item rate.

Payment shall be released only after satisfactory completion, inspection and acceptance by the Engineer-in-Charge.

ITEM NO. 2 – GROUND WATER RECHARGE PIT WITH BOREWELL

1. Scope

Providing and constructing a Ground Water Recharge Pit of approximately 2.00 m depth and 1.00 m diameter, using approved precast RCC rings of approximately 2.5 ft diameter, 9 inch height and 2 inch thickness, together with a 4.5 inch diameter × 25 m deep borewell at the floor of the recharge pit, complete with all accessories, filter media, pumping arrangement and commissioning.

Contractor has to make maintenance for 1 year after completion of installation work. After maintenance period completed shall be handed over to corporation in a fully functional condition.

A. Recharge Pit Works

All works described under **Item No. 1** shall apply to Item No. 2, including:

1. Site setting out.
2. Excavation.
3. RCC ring installation.
4. 300 mm annular rubble/boulder filling.
5. 40 mm size approved boulder/rubble.
6. 500 mm 10–25 mm clean washed gravel layer.
7. 500 mm washed river sand/natural sand/approved washed VSI-grade crushed sand.
8. Netlon/filter mesh between filter layers.
9. RCC cover slab.
10. Manhole/access cover.
11. Flow-chart/flex board.
12. Recharge Pit Inlet, Overflow, Diversion And Connecting Pipe Work
13. Cleaning and completion.

B. Borewell Works

1. Borewell Drilling

A borewell of approximately:

- Diameter: 4.5 inch
- Depth: 25 m

shall be drilled vertically from the floor of the recharge pit or at the location shown in the approved drawing.

The Contractor shall ensure that drilling is carried out without damaging the recharge pit structure.

The drilling method shall be suitable for the prevailing geological strata.

2. Borewell Casing

Approved M.S. casing pipe, comprising solid/perforated sections as required, shall be provided and installed.

The casing shall be:

- Of approved diameter and thickness.
- New and free from corrosion/damage.
- Properly aligned.
- Suitable for the site conditions.
- Adequately supported during installation.

The perforated section shall be provided at the required depth/strata as directed by the Engineer-in-Charge.

3. Perforated Casing and Filter Arrangement

The perforated portion of the casing shall be suitably wrapped with approved Netlon/filter mesh.

The mesh shall be properly secured so as to prevent excessive entry of soil/fine particles while permitting water movement.

The exact location and extent of perforation shall be as approved by the Engineer-in-Charge based on site conditions.

4. Installation of Casing

The casing pipe shall be inserted/pressed into the drilled borehole using suitable equipment.

The Contractor shall ensure that:

- Casing remains vertical.
- Pipe joints are secure.
- No damage occurs to the casing or mesh.
- The casing reaches the required depth.
- The borewell remains unobstructed.

5. Borewell Cleaning/Development

After drilling and casing installation, the borewell shall be properly cleaned/developed to remove loose material, drilling debris and fine particles.

The Contractor shall use an appropriate method such as airlifting, pumping or other approved method.

The borewell shall be made ready for satisfactory water movement and pump installation.

C. Pumping System

1. Submersible Pump 1 HP

Supply, installation, testing and commissioning of an approved 1 HP, single-phase submersible pump set shall be included.

The pump shall be suitable for the borewell depth and operating conditions.

The pump shall be complete with all necessary fittings and accessories.

2. Automatic Digital Panel

An approved automatic digital control panel shall be provided, including necessary:

- MCB/isolator.
- Overload protection.
- Motor protection.
- Suitable switching arrangement.
- Auto/manual control, wherever required.
- Indicator lamps/display.
- And all other Necessary hardware, internal wiring and terminals.
- Enclosure suitable for site conditions.

The panel shall be installed at an appropriate protected location from all whether.

3. UPVC Delivery Pipe

Approximately 1 inch diameter UPVC pipe shall be supplied and installed as required for the pump discharge arrangement.

All required:

- Elbows/bends.
- Couplers.
- Adaptors.
- Clamps.
- Unions.
- Connectors.
- And all other necessary required material shall be included.

4. Power Cable

Suitable electrical power cable of adequate size and specification shall be provided from the power/control panel to the submersible pump.

The cable shall be:

- Of approved make.
- Adequately sized for 1 HP single-phase operation and installation conditions.
- Properly jointed/terminated.
- Protected against mechanical, electrical damage.

5. Rope and Pump Holding Arrangement

Suitable pump holding rope/support system shall be provided.

The rope shall have sufficient strength and durability for safe lowering, holding and future removal of the pump.

The pump shall not be suspended from the electrical cable or UPVC pipe.

6. Adaptor, Clamp and Bend

All required adaptors, clamps, bends and other accessories necessary for proper connection and operation of the pump shall be included in the item rate.

7. Bore Cover

A suitable borewell cover/protective arrangement shall be provided wherever required to prevent entry of debris and unauthorized access.

D. Testing and Commissioning

The Contractor shall test the complete system, including:

- Borewell condition.
- Casing installation.
- Pump operation.
- Electrical panel.
- Cable insulation.
- Automatic operation.
- UPVC pipeline.
- Water discharge.
- Pump performance.
- Safety/protection devices.

The Contractor shall demonstrate the complete system to the Engineer-in-Charge before final acceptance.

Defect Liability Period

The work shall be subject to a Defect Liability Period of 12 months from the date of completion/handing over, unless otherwise specified in the tender.

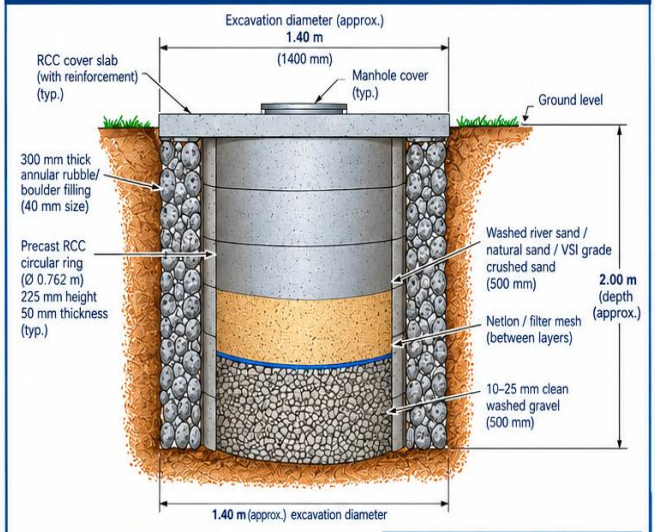
During this period, the Contractor shall rectify defects arising due to defective material, workmanship or improper installation at his own cost.

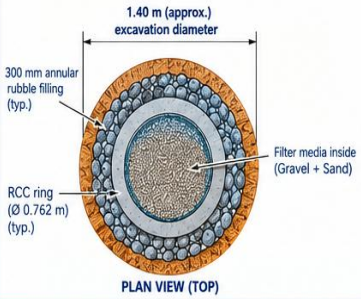
For Item No. 2, manufacturer warranty for pump/electrical equipment shall additionally be applicable wherever provided.

The Contractor shall attend complaints within 48 hours of written/intimated notice and commence rectification within the period specified by the Engineer-in-Charge.

Failure to attend defects within the prescribed time may result in the Department getting the work rectified through another agency and recovering the expenditure from the contractor

ITEM NO. 1 : GROUND WATER RECHARGE PIT (WITHOUT BOREWELL)

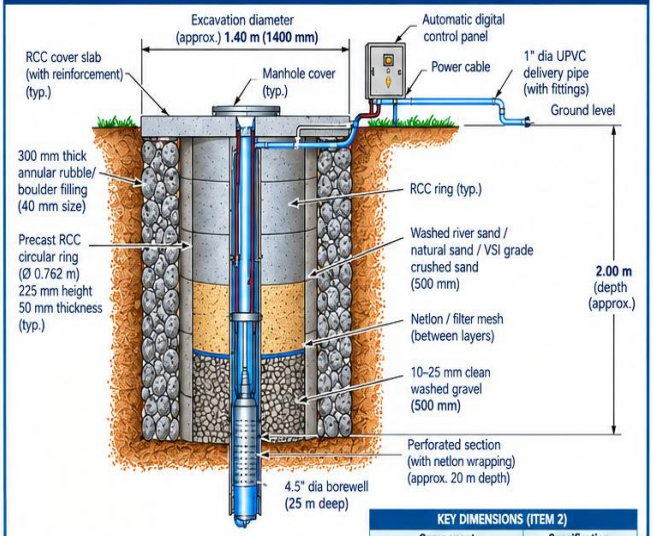


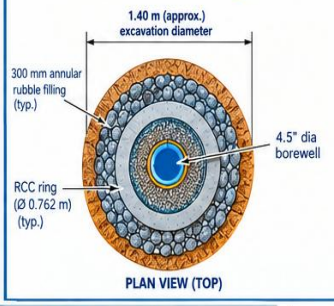


KEY DIMENSIONS (ITEM 1)

Component	Specification
Excavation diameter	1.40 m (approx.)
Excavation depth	2.00 m
RCC ring (internal/overall diameter)	0.762 m (2.5 ft)
RCC ring height	225 mm (9")
RCC ring thickness	50 mm (2")
Annular rubble thickness	300 mm
Bottom gravel layer	500 mm
Gravel size	10 – 25 mm
Upper sand layer	500 mm
Netlon mesh	Between layers
RCC cover slab	As per drawing
Manhole cover	As per drawing

ITEM NO. 2 : GROUND WATER RECHARGE PIT WITH BOREWELL





KEY DIMENSIONS (ITEM 2)

Component	Specification
Excavation diameter	1.40 m (approx.)
Excavation depth	2.00 m
RCC ring (internal/overall diameter)	0.762 m (2.5 ft)
RCC ring height	225 mm (9")
RCC ring thickness	50 mm (2")
Annular rubble thickness	300 mm
Bottom gravel layer	500 mm
Gravel size	10 – 25 mm
Upper sand layer	500 mm
Netlon mesh	Between layers
Borewell diameter	4.5 inch (114 mm)
Borewell depth	25 m
M.S. casing (solid/perforated)	As per drawing
Perforated section length	~ 20 m (as per site)
Pump	1 HP, single phase
Delivery pipe	1" dia UPVC (with fittings)

NOTES :

1. All dimensions are in metres unless otherwise specified.
2. RCC ring size : Ø 0.762 m (2.5 ft) dia., 225 mm height, 50 mm thickness (typ.).
3. Annular rubble/boulder filling : 300 mm thick (40 mm size).
4. Gravel : 10 – 25 mm (clean washed).
5. **Sand** : washed river sand / natural sand / approved VSI grade crushed sand.
6. **Netlon mesh** : between filter layers and around perforated casing (Item 2).
7. All materials, labour, transport, tools, tackles, scaffolding, testing, cleaning etc. are included in the item rate.

LEGEND :

- Top soil / backfill
- Rubble / boulder (40 mm)
- Sand (washed)
- Gravel (10–25 mm)
- RCC concrete
- Netlon mesh
- M.S. casing pipe
- Perforated section
- Submersible pump (1 HP)
- UPVC pipe
- Power cable
- Rope (pump holding)

GROUND WATER RECHARGE PIT DETAILS (ITEM 1 & ITEM 2)

SCALE : N.T.S.

N

DECLARATION

DECLARATION

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

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

Contractor's Signature