

Present :

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| 1) Smt. Vasudha Deshmukh | ... Chairman. |
| 2) Shri D.N. Capoor, Secy. (UD) | ... Member |
| 3) Shri R.C. Sinha, Secy. (RDD) | ... Member |
| 4) Shri W.G. Joshi, D.S., F.D. | ... Member |
| 5) Shri B.K. Koundinya, D.S., PD. | ... Member |
| 6) Shri S.T. Khare, Member Secretary, M.W.S. & S. Board. | ... Member |
| 7) Shri P.V. Bhutkar, C.E. (R) MWSSB | ... Invitee. |
| 8) Shri D.K. Gupte, FA & CAO., MWSSB | ... Invitee |
| 9) Shri B.D. Deshmukh, S.E. (HQ) | ... Invitee |
| 10) Shri B.N. Darvekar, Dy. CAO. | ... Invitee. |

Item No. 1 :

Confirmation of the Minutes of the 18th Meeting of the Maharashtra Water Supply & Sewerage Board:

The Minutes of the 18th Meeting as circulated under letter No. WSB.1080/18/HK, dated 5.1.1981 were confirmed subject to the correction that under item 11, the payment without receipt on any single occasion, should be approved after obtaining the necessary certificate of payment from the concerned person.

Item No. 2 :

Action taken :

With reference to the appointment of Shri Loney, Government Pleader under Item 18-15 the reasons for appointing and the purpose for which required were explained and it was agreed that the appointment may be made for a period of six months.

Item No. 3 :

Items approved by Circulation:

This was noted.

Item No. 4 :

Progress Report of Maharashtra Water Supply and Sewerage Project :

The Progress Reports as presented by the Board were examined and the following comments were offered :

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Maharashtra Water Supply & Sewerage Board
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MWSSB progress report needed certain clarifications as pointed by Secy., UD and this is to be supplied to him by the Project Office. The Planning Department representative indicated that the progress is mostly on items which are nonreimbursable and expressed his anxiety whether the amount as targeted for 1980-81 would be ready in that period.

Urban Water Supply :

Secretary (UD) wanted a list of schemes as completed in 1975-76 onwards under various categories year-wise. This was agreed to be given to him.

Rural Water Supply :

Secretary (RDD) felt that the progress in general was not very satisfactory with reference to the budget provision for the plan period. He indicated that in order to tackle 4380 problem villages by 1985, the progress will have to be considerably increased and a timely review is required to be taken. Chief Engineer (Rural) explained that the progress had been considerably accelerated in the 1st quarter of 1981 and will continue to be so. Short Supply of cement had adversely affected the progress.

In general it was suggested that the progress under urban and rural which was being considered quarterly should be reviewed every month together with the expenditure figures as such a progress report is made available to the DPDC.

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Item No. 5

Budget Estimates for 1981-82 and revised Budget estimates for 1980-1981.

Shri Gupte, FA&CAO explained the programme about the budget as presented to the Board on which various questions were raised by the Members. It was desired that more detailed note to be submitted in support of the various figures given especially in view of the increase in provisions as budgeted under establishment, leave salary and pension contribution, rents, printing and stationery, postage and telegraph, etc. It was generally agreed that the budget estimates may be treated as having been tentatively approved by them for the period ending March 1981 and more details as desired by the Board may be furnished in the next meeting. The increase in leave salary and pension fund from Rs. 105 lakhs to Rs. 125 lakhs was questioned. It was explained that the Contribution to the Fund was calculated in accordance with the orders contained in G.R. No. WSB.1079/1898/UD-16 dated 1st Jan. 1980 prescribing that 2.5% of the works expenditure may be treated as leave salary and pension contribution. The Board desired that this contribution should be on the basis of staff employed and not on the basis of a percentage of works executed. For this purpose it would be necessary to get on actuarial valuation made every year and the contribution to the fund determined on scientific basis.

RESOLUTION :

Resolved that the Budget presented is provisionally approved. However, the Board desired that at the next meeting actuals for 1979-80 and the reasons for variations in the

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Maharashtra Water Supply & Sewerage Board
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figures for 1979-80 and 1980-81 may be given in more details and that the expenditure on works should be bifurcated on works ~~in~~ in the Rural area and the Urban area separately in the Capital Expenditure Budget.

Item No. 6 :

Review of percentage Establishment and Tools and Plant charges levied by the Board on works implemented by it.

ETP charges will have to be borne by the Board. This was discussed by the members and it was generally expressed^{ed} that 21% were high and attempts need to be made to reduce the overall ETP Charges. It was suggested that a work study should be undertaken in typical divisions in order to examine, justify, etc. establishment charges as in the field and to examine in detail as to how the ETP charges cannot be reduced.

Secretary, RDD. indicated that RDD desired that the ETP charges should be brought down to 15% as otherwise the RDD may be constrained to take away Rural Water Works outside the purview of the Board.

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Item No. 7 : Review of Water Tariffs for MWSS Board's

Water Works in Maharashtra :

(Outside the World Bank Project area)

Resolved that the proposal of revision of, tariff for the Maharashtra Water Supply and Sewerage Board's water works falling outside the World Bank Project Area in Maharashtra, as stated under is hereby approved. The tariff shall come into effect from 1st April 1981.

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|---|---|
| (a) Bulk supply to the city with distribution being owned by the local body | i) 40 Paise (Domestic)
ii) 100 Paise (Non-domestic) |
| (b) Supply of water directly to consumers entirely controlled by the Board | i) 50 Paise (domestic)
ii) 140 Paise (non-domestic)
iii) 80 Paise (Raw Water non-domestic)
iv) 20 Paise (Raw Water to Paper Mills at Aurangabad) |
| (c) Hill Station | i) 100 Paise Domestic (Consumption below 22,500 Lit.P.M.)
ii) 150 Paise Domestic (Consumption 22,500 lits and above P.M.)
iii) 200 Paise - Non Domestic |

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Item No.8 : Grant of administrative approval to Improvements to Augmentation to Aurangabad Water Supply Scheme (Jaikwadi as a source):

The Board agreed to the acceptance of necessity of the work.

Resolved that in view of the increased demand of town and industries in Aurangabad, the Board agrees to the acceptance of the necessity for the work of augmentation to Aurangabad Water Supply Scheme to be financed through loans from LIC or from OMB and be undertaken as Board Water Supply Scheme. Government may also be approached for grant-in-aid in case this is accepted in principle as envisaged in case of Bhandara Water Supply Scheme. The updated cost for the project be brought to the notice of the Board in due course.

Item No.9 : Accommodation in the Administrative Building taken up for construction by CIDCO near Konkan Bhavan, Vashi

Resolved that Board approves to purchase the following residential houses of CIDCO's Belapur area for the Board's staff.

1. MIG (I)	24 tenements
2. MIG (II)	15 tenements
3. HIG	6 tenements
	<u>45 tenements</u>

at a total cost of about Rs.17,89,500 lakhs and to purchase accommodation on 4 floors total built up area - 2400 sq. meters @ Rs.38.76 lakhs approx. in the New Administrative Building being constructed at Belapur by CIDCO. As pointed out by the Member-Secretary in case MIG (I) quarters are not available as proposed above, then MIG (II) quarters may be booked.

Resolved that

(1) Price variation clause accompanying this resolution as Annexure I should be incorporated in all the Draft Tender Papers of appropriate works hereafter and should be made applicable in respect of those contracts where the estimated cost of the work put to tender is more than Rs.5 lakhs and the operative period of the tender is more than 12 months, including approved non-penalised extensions, if any. (Both the conditions of cost of work and period of work should be fulfilled).

(2) Percentage of work value as Labour component and material component for the work should be indicated in the price variation clause by the Engineer in charge and should be got approved from the competent authority approving the Draft Tender Papers since these components depend on nature of works and vary from work to work. For working out percentage of Contractor's material and labour components in the work, total of these two components should be taken as 100. These are, to be calculated based on the estimate break-up.
For example -

If cost of work put to tender is Rs.7 lakhs, in which cost of material supplied by department is Rs.2 lakhs and the cost of contractors labour component is Rs.2 lakhs and cost of contractors material component is Rs.3 lakhs then -

$$(i) \text{ Labour component} = \frac{2}{2+3} \times \frac{100}{1} = 40$$

$$(ii) \text{ Material component} = K2 = \frac{3}{2+3} \times 100 = 60\%$$

$$\text{Total of the components } K1 + K2 = 100$$

110 (3) It is also directed that the name of the nearest concerned price Index centre out of the approval list of centres issued by the Commissioner of Labour, Government of Maharashtra, should be clearly indicated in the price variation clause for adopting consumer price index.

(4) These orders are applicable in respect of those contracts in which this price variation clause is included.

Item No. 11 : Cases for approval of Tenders for excess of 10% or more over the current schedule of rates :

Resolved that the Board approves the excess over the current schedule of Rates cost in respect of the following tender received by the Concerned Superintending Engineer.

(1) Kaluste water supply scheme :

Construction of intake chamber, Jackwell and Pump house, rising main CSR Additional distribution system, CSR high level (Bombay Circle).

(i) Cost of work as per CSR 1980-81	Rs. 3,83,223.00
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(ii) Officer of the lowest tenderer	Rs. 4,53,347.23
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The excess is Rs. 70,124.23 (i.e. 18.32 % above) over the cost of work as per CSR 1980-81.

As regards the tenders in case of Augmentation of Bhusawal Water Supply scheme and construction of sump at MLA Hostel, the Board directed to reinvite the tenders with the escalation clause.

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Maharashtra Water Supply & Sewerage Board
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Item No. 12

Resolved that the Jr. Engineers and other technical staff (mentioned in (iv) below) working in Maharashtra Water Supply & Sewerage Board should be sanctioned cash allowance of Rs.30/- p.m. in lieu of attendant, only if the duties attached to them are of arduous and coercive nature and the same cannot be performed by the Jr. Engineer and other staff by himself, as specified below -

- i) Junior Engineers undertaking survey work.
- ii) Jr. Engineers doing investigation work and Quality Control work.
- iii) Junior Engineers working as 'Section Officers' under various Circles working in territorial Sub-Divisions / Divisions.
- iv) Surveyors, Sub Overseers and Technical Assistants doing Survey work in Divisions / Sub Divisions.

The allowance is sanctioned subject to the conditions as laid down in G.R. Public Works and Housing Department No. ALS.1078/204/Desk-18 dated 14.2.1980 as will be amended from time to time.

Item No.13 : Sanction of special pay to Shri S.S.Utge, Deputy Engineer of the Central Office of the Board :

Resolved that the Deputy Engineer, who has been transferred to Central Office with post for special jobs such as International Decade, low cost sanitation work etc. should be sanctioned and be paid the special pay of Rs. 80/- from the date of his joining (i.e. 5th Feb. 1980) in the Central Office of the Board.

Item No.14 : Appointment of M/s Kirloskar Consultants Limited for preparation of Feasibility Reports for bi-lateral assistance :

The proposal as put forth was not agreed to. Secy, RDD agreed for financing through RDD funds creation of one unit for preparation of the feasibility reports. Suitable proposal will be made by Board to RDD.

Table Items :

Item No. 1 : Redemption of Board's debenture Bonds - Creating of Sinking Funds :

Resolved that the Board approves to have distinct investment for redemption of the Board's Bonds, 1988 (1st series). The investment of the Board's funds already made may be bifurcated accordingly. However from 1st April, 1981 the investment may be made on a long term basis so as to accumulate the required amount by the date of maturity of the loan (19.1.1988). It is further resolved that the Board does not think it proper to have the Sinking Fund arrangement for redemption of the Bonds raised after 1st series. Instead the Board desires to have the O.M.B. funds gainfully utilised for its works etc.

It is, therefore, resolved that Government may be moved to approve this proposal and approve to make provision for the redemption by granting additional quantum of OMB in the year in which the redemption may fall due.

Item No. II: Medical benefits Rules 1980:

The Secretary (Urban Development) pointed out that it had already been agreed that the benefits as available to Government employees would be available to the Board's staff. It was requested that letters in those clear terms or a Government Resolution should be issued by Urban Development and Public Health Department as then only it will be possible to obtain necessary benefits in Government Hospitals or dispensaries. In the meantime a test case would be made and the results intimated to the Government.

Item No. III: Delegation of Powers for acceptance of tender where excess is more than estimated cost put to tender:

Resolved that the Board approves as under
The Officers under Maharashtra Water Supply and Sewerage Board, who are competent to accept tenders, should be authorised to recast the sanctioned estimate to the D.S.R. of the year during which the work is let out and to accept the tender if the tendered cost as compared to these rates is within 5%. The tender accepting authority will see that the revised estimates are processed for approval within three months thereafter.

Item No. IV: Reimbursement of the expenditure incurred for purchase of 'Hearing Aid' by Smt. M.P. Mehta, in relaxation of the Provisions of the Maharashtra Water Supply and Sewerage Board. Medical Benefit) Rules, 1980.

Resolved that in relaxation of the Provisions of Rules 2.6 and 2.7 of the Maharashtra Water Supply and Sewerage Board (Medical Benefit) Rules

...contd.

Member Secretary

Maharashtra Water Supply and Sewerage Board



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1980, Smt. Mehta M.P., Deputy Accountant in Central Office of the Board should be reimbursed, as a special case, the expenditure of Rs.712/- incurred by her for purchase of hearing aid for her husband as per recommendation of the expert in ENT Department of KEM Hospital.

Item No. V :

Claim of M/s. Patel Construction Co.,
Bombay for excess quantity executed
above 125% to the paid at prevailing
DSR rates :

Resolved that claim in favour of M/s.

Patel Construction Co., may be agreed to as under :

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|--------------------------------|---|-------------------------------|
| (a) Claim for excavation |) | |
| in hard rock for quantities |) | Rs. $\frac{74150}{2} = 37075$ |
| in excess of 133 1/3% and |) | |
| amount restricted to 50% only. |) | |
| (b) Claim for C.C. 1:2:4 and |) | |
| M.S. Reinforcement |) | Rs. 17447.25 |
| for quantities in excess of |) | |
| 133 1/3% |) | |

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54522.25

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Tentatively the next meeting of the Board is fixed on 7th July 1981.

Member Secretary
M. W. S. S. Board, Bombay

PRICE VARIATION CLAUSE

If during the Operative Period of the contract as defined in condition (i) below there shall be any variation in the Consumer Price Index (New Series) for Industrial Workers for _____ centre as per the Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and/ or in the Wholesale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Government of India, as compared to the respective figure therefore on the last date prescribed for receipt of tender then, subject to the ceilings specified in condition (iv) below and to the other conditions mentioned below, price adjustment on account of (i) Labour Component and (ii) Material Component which respectively are _____ % and _____ % of the total cost of work put to tender calculated as per the formula herein a-fter appearing shall be made. (Total of both these components will be 100).

A) Formula for Labour Component:-

$$VI = \left(0.85 P - \frac{\text{Cost of Schedule 'A' Materials used}}{\text{Materials used}} \right) \times \left(\frac{K1}{100} \times \frac{CI - C0}{C0} \right)$$

Where =

VI = Amount of price variation in Rupees to be allowed.
P = Cost of work done during the period under consideration.

K1 = Percentage of Labour Component as indicated above.

C0 = Basic Consumer Price Index for _____
Centre ascertained as above on the last date Prescribed for receipt of tender.

C1 = Average Consumer Price Index for _____
Centre ascertained as above during the period under consideration.

B. Formula for Materials components :

$$V2 = \left(0.85 P - \frac{\text{Cost of Schedule 'A' Material used.}}{\text{Material used.}} \right) \times \left(\frac{K2}{100} \times \frac{I1 - I0}{I0} \right)$$

Where =

V2 = Amount of price variation in rupees to be allowed.

P = Cost of work done during the period under consideration.

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- K 2 = Percentage of Materials Component as indicated above.
 I 0 = Basic Wholesale Price Index ascertained as above
 on the last date prescribed for receipt of tender.
 I 1 = Average Wholesale Price Index ascertained as above
 during the period under consideration.

Conditions Above Referred to :-

(i) The Operative Period of the contract shall mean the period commencing from the date of the work order issued to the Contractor and ending on the date when the time allowed for the work specified in the Memorandum under Tender for works expires taking into consideration the extension of time if any, for completion of the work granted under the relevant clause of the conditions of contract in cases other than those where such extension is necessitated on account of default of the contractor. The decision of the Engineer-in-charge as regards the Operative Period of the contract shall be final and binding on the Contractor.

ii) This Price Variation Clause shall be applicable only in cases where the Estimated Cost of the work put to tender is more than Rs. 5 lakhs and the Operative Period of the Contract is more than twelve months.

iii) Price Variation as per the above mentioned formula shall be calculated separately for Labour component and Materials Component.

iv) Price Variation shall not be payable for the extra items required to be executed during execution of the work and also on the excess quantities payable under the provisions of clause 37/38 thereof.

v) Aggregate amount of Price Variation payable on the Materials and Labour Components both put together and calculated as stated above:

- a) Shall not exceed 10% of the Estimated cost put to Tender in cases where the said cost does not exceed Rs. 100 lakhs (Hundred lakhs) &
 b) Shall not exceed 75% of the amount ascertained on the basis of the above formula in cases where the Estimated cost put to tender exceeds Rs. 100 (hundred lakhs).

/(Seven &
half per-
cent)

vi) Price Variation shall not be payable for the quantity of work done in the first twelve months from the Operative Date or on that portion of the work which the Contractor has to execute proportionately in the time element of the first twelve months from the Operative Date. The computation of price variation dues shall be done on the following Basis :-

The ~~Contractor~~ ^{Contractor} shall be eligible for price variation on the quantity of work to be executed after the end of the first twelve months from the operative date. This will be computed on quarterly basis thereafter. The quantity for which the contractor will be eligible for ~~xxxxxx~~ ^{escalation} will be as per actual execution less any amount of work that he should have carried out earlier which otherwise would not have been eligible for such escalation but may be paid at escalated rates of earlier quarter if due.

vii) In order to facilitate computation of price Variation to be made under this Clause, the Contractor shall keep such books of accounts and other documents as are necessary. The Contractor shall allow inspection of the same by duly authorised representative of the Board and shall at the request of the Engineer-in-charge furnish in such a manner as the Engineer-in-charge may require, true copies documents so kept and such other information as the Engineer-in-charge may require for verification.

viii) This clause is operative both ways, i.e. if the Price Variation in the said wholesale Price Index for all commodities and Consumer Price Index (New Series) is on the plus side the Price Variation shall be allowed to the Contractor and if it is on the negative side the Board shall be entitled to recover the same from the Contractor's bill for the respective period in which there are fluctuations.

M. J. J. J.

CHAIRMAN
Maharashtra Water Supply & Sewerage Board
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Member Secretary
Maharashtra Water Supply & Sewerage Board
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