

## Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		15-03-2024 07:53:30
Tender Code	SEC/PUNE/T-48/2023-24	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Providing chainlink fencing & Gate at 33/11 KV wadala substation for creation of store for staking of replaced material received for various scheme under o & m division Solapur Rural Taluka- North Solapur, Dist-Solapur.	
Estimated Cost (In Lakhs)	12.17	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	1000	
GST In INR (@18% on Tender Fee: SAC No.	180	
Total Tender Fee Amount including GST in INR.	1180	
Contact	Jaideep R Gadade , 7767000548 ,secivilcirclepune@gmail.com	
Pre-Qualifying Req	As per Tender Booklet	
Budget Type	Capex	
Scheme Code	0063	
Scheme Name	Scheme not applicable	
Department	Civil Department	
Office Type	CIRCLE	
Location Type	Pune Civil Circle	
Designation	Additional Executive Engineer(Civil)	
Pre-Bid Meeting Address	Superintending Engineer (C) M. S. E. D. Co. Ltd., Civil Circle, Block No. 302, Administrative Building, Rasta Peth, Pune - 411 011. Email :       secpune@mahadiscom.in secivilcirclepune@gmail.com	
Bid Opening Address	Superintending Engineer (C) M. S. E. D. Co. Ltd., Civil Circle, Block No. 302, Administrative Building, Rasta Peth, Pune - 411 011. Email :       secpune@mahadiscom.in secivilcirclepune@gmail.com	
Version No	1	
Call for Deviation	NO	
Is Annexure C1 Applicable	NA	
Is Manufacturer Applicable	NO	

Is Trader Applicable	NO
Minimum % of Offered Quantity	NA
Is Power Supplier Applicable	NO
Tender Sale Start Date	16-03-2024 00:00
Tender Sale End Date	22-03-2024 12:00
Bid Start Date	16-03-2024 00:05
Bid End Date	22-03-2024 15:00
Pre-Bid Meeting Date	20-03-2024 12:00
Techno-Commercial Bid opening on	22-03-2024 16:00
Price Bid opening on	Will be declared later
Annexure C1 Opening Date	NA
Winner Selection Date	Will be declared later
Can Bidder Opt EMD Exemption	N



**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**

**TENDER SPECIFICATION NO. SEC/PUNE/T-48/ 2023-24**

**ESTIMATED COST Rs. 12,16,513.12/- (Excl. GST)**

**Name of Work : Providing chainlink fencing & Gate at 33/11 KV wadala substation for creation of store for staking of replaced material received for various scheme under o & m division Solapur Rural Taluka- North Solapur, Dist-Solapur.**

Tender submitted by M/s

\_\_\_\_\_  
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Tender costs paid vide Money Receipt No. \_\_\_\_\_

Earnest Money Deposit Rs. 12,170=00 paid vide M.R. No.: \_\_\_\_\_

Tenders available on website: **From 16.03.2024 to 22.03.2024** up to 12.00 Hrs.

Date of Submission: **22.03.2024** up to 15.00 Hrs.

Date of Technical Bid opening: **22.03.2024** at 16.00 Hrs. if possible

To be submitted: - On-line on Web site [www.mahadiscom.in](http://www.mahadiscom.in)

Superintending Engineer (C)  
M. S. E. D. Co. Ltd.,  
Civil Circle, Block No. 302,  
Administrative Building,  
Rasta Peth, Pune - 411 011.  
Email : [secpune@mahadiscom.in](mailto:secpune@mahadiscom.in)  
[secivilcirclepune@gmail.com](mailto:secivilcirclepune@gmail.com)

Price per copy - Rs. 1180=00 (Including 18% GST)

**MAHARAHSTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.****CIVIL CIRCLE, PUNE****TENDER SPECIFICATION NO. : SEC/PUNE/T-48/2023-24**

**NAME OF WORK:-** Providing chainlink fencing & Gate at 33/11 KV wadala substation for creation of store for staking of replaced material received for various scheme under o & m division Solapur Rural Taluka- North Solapur, Dist-Solapur.

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**SECTION - I**  
**INFORMATION OF TENDER**

**(ONLY THROUGH ELECTRONIC TENDERING SYSTEM)**

**Bid No.-SEC/PUNE/T-48/2023-24**

- 1.0** Digitally Secured and percentage rate BIDs are invited {pre-qualification (Technical) bid and commercial bid} through electronic Bidding system (e-BID) by the Superintending Engineer (Civil), MSEDCL, Civil Circle, Pune, from reputed contractors who are registered contractor under **MSEDCL** Online registration system for works and contracts and who fulfill the pre-qualifying conditions.

The pre-qualification (Technical) bid and Commercial bid shall be uploaded separately. The commercial bid of contractors who fulfill the pre-qualification conditions shall only be opened.

<b>2.0</b>	<b>NAME OF THE WORK</b>	:	Providing chainlink fencing & Gate at 33/11 KV wadala substation for creation of store for staking of replaced material received for various scheme under o & m division Solapur Rural Taluka- North Solapur, Dist- Solapur.
	<b>VALUE OF WORK</b>	:	Rs. <b>12,16,513.12/-</b> (Rs. Twelve Lakh Sixteen Thousand Five Hundred Thirteen & Twelve paisa only) (Excluding GST & Insurance).
	<b>TIME LIMIT</b>	:	<b>03 months.</b>
	<b>TENDER COST</b>		Rs. <b>1180=00</b> (Including <b>18% GST</b> )
	<b>EARNEST MONEY DEPOSIT</b>	:	Rs. <b>12,170/-</b> (Rs. <b>Twelve Thousand One Hundred &amp; Seventy</b> Only)
	<b>SECURITY DEPOSIT</b>	:	<b>5%</b> of contract value

**PRE-QUALIFYING REQUIREMENTS**

**3.0 Eligibility Criteria**

- 3.1 The bidding is open to individual bidders who satisfy the qualification criteria set forth in the bidding documents with respect to their experience and financial capabilities.
- 3.2 The bidder shall be registered in appropriate class in the central or state government Department/PWD/MES/Railways/CPWD/SEB's/Semi government organizations.
- 3.3 The bidder should have executed similar type of Works as mentioned in clause no 2.1 of section II (Conditions of Tendering) of this tender document.

**4.0 Pre Qualifications for Bidder**

- 4.1 The bidders should satisfy themselves before purchasing online tender that they meet all above qualifying criteria. The bidders shall furnish the original documents in support for fulfillment of pre-qualifying criteria and other tender requirements after opening of tender bids if asked for.
- 4.2 The bidders not fulfilling the criteria of submission of the technical bid documents as specified in tender will be disqualified. The on-line purchase of tender documents

does not necessarily qualify the bidders for acceptance of their bid.

- 4.3 For participation in the tenders, online vendor registration is mandatory. On-line vendor registration is already opened on our website namely [www.mahadiscom.in](http://www.mahadiscom.in). Interested bidders are requested to log in to this website and go through detail e-tender procedure of registration.
- 4.4 Bid Documents will neither be issued manually nor be sent by post or courier. Blank tender documents can be viewed and downloaded by intending bidders online on website [www.mahadiscom.in](http://www.mahadiscom.in) during sale period from **16.03.2024 to 22.03.2024** after payment of nonrefundable tender fees by E-payment directly to our MAHADISCOM's net banking account. EMD payment will have to pay online and the same will be returned to the agency by the Company on receipt of application, when due. Tenders without the earnest money are liable to be rejected.
- 4.5 Tenders (Technical and commercial Bid) Duly filled in as per the procedure stipulated in the tender document and duly signed with digital signature will be received online till **22.03.2024** up to **15.00 hours**. It is advisable to upload the duly signed tenders sufficiently in advance of due date & time so as to avoid last minute trafficking at server. Technical bid will be opened online at **16.00 hours** on **22.03.2024**, if possible. After opening of Technical bid and its scrutiny, commercial bid submitted by the tenderers who have been qualified in technical bid will be opened. In case the above opening date happens to be a Public Holiday, the immediate next working day will hold good in lieu of the date mentioned. Tenders shall be submitted only online and not in person. Tenders sent by post/courier will not be accepted. The tenders will not be accepted after due date & time of submission. Further MSEDCL does not accept any responsibility for inability to use and/or for any delay in service provided by the site. The right to reject any or all tenders without assigning any reason whatsoever is reserved by the undersigned.
- 4.6 **ADDITIONS/ALTERATIONS PROHIBITED:** The tenderer shall not make any additions, alterations or changes in the Tender Form and the Conditions of Tender including the description of mentioned in Schedule 'B' and memorandum of works. They should quote rate for the works described or click the checkbox against each of the item in Price Bid.

**Superintending Engineer (C)**  
**Civil Circle, Pune**



## e-Tender Notice

E-Tender offers are invited on percentage rate basis from the reputed contractor and who are registered contractor under **MSEDCL** online registration system for works and contracts and who fulfill the pre-qualifying conditions for following work –

Sr. No	Tender Specification No.	Name of Work	Estimated Amount in Rs. (excluding GST)
1	SEC / PUNE / <b>T-44</b> /2023-24	Construction of compound wall at Mandavgan Farata staff quarter, section office and substation by removing old B.W. fencing under O&M Division Kedgaon Dist Pune.	Rs. <b>11,48,885/-</b>
2	SEC / PUNE / <b>T-45</b> /2023-24	Construction of compound wall at Sangvi under O&M Division Baramati Dist Pune.	Rs. <b>11,50,497/-</b>
3	SEC / PUNE / <b>T-46</b> /2023-24	Renovation and various civil work of CGRF cabin and Chief Engineer BMTZ cabin at Urja Bhavan Baramati Dist Pune.	Rs. <b>12,22,041/-</b>
4	SEC / PUNE / <b>T-47</b> /2023-24	Construction of Bhandarkavathe Section office at 33/11 Kv Substation Bhandarkavathe Under Rural O&M Division Solapur Dist. Solapur	Rs. <b>12,53,340/-</b>
5	SEC / PUNE / <b>T-48</b> /2023-24	Providing chain-link fencing & Gate at 33/11 KV Wadala substation for creation of store for staking of replaced material received for various scheme under o & m division Solapur Rural Taluka- North Solapur, Dist-Solapur.	Rs. <b>12,16,513/-</b>
6	SEC / PUNE / <b>T-49</b> /2023-24	Supplying various type of chairs to Testing Division office Bapat camp & various offices under R 2 division , Dist. Kolhapur	Rs. <b>08,30,940/-</b>
7	SEC / PUNE / <b>T-50</b> /2023-24	Providing skilled / Semiskilled / Unskilled manpower for office of Civil Division Pune	Rs. <b>19,49,252/-</b>

Tender Fee (Including 18% GST), is Rs. 1180/- for **each** tender copy to be paid by e-payment only, directly through net banking to MAHADISCOM account. E-tender will available on [www.mahadiscom.in](http://www.mahadiscom.in) from date **16.03.2024 to 22.03.2024 up to 12.00 hrs** and date of submission **22.03.2024 up to 15.00hrs**. For any other details please contact to The Additional Executive Engineer (Civil), Civil Circle, Pune- **7767000548** Office Address- Superintending Engineer (Civil), Civil Circle, Block No. 302, Second Floor, Administrative Bldg., Rasta Peth, Pune -11.

Agencies are requested to visit our Website to register themselves for this and future e-Tenders. Memorandum / corrigendum etc will not be published in the newspaper.

Superintending Engineer (C)  
Civil Circle, Pune

(PR No. **PZ- 320/2024**)

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Do not print below this line

Superintending Engineer (C)  
Civil Circle, Pune

**SECTION - II****MAHARASHTRA ELECTRICITY DISTRIBUTION COMPANY LIMITED  
Civil Circle, Pune.****2.0 CONDITIONS OF TENDERING**

This bid is a two part bid. Part I shall be prequalifying documents and Part-II shall be commercial bid. The bidder shall upload his bid online as Technical Bid and Commercial bid simultaneously on due date as specified in the tender notice as under,

**PART I (Technical Bid)**

PDF File of following scanned papers shall be uploaded duly signed by the bidder.

1. Forwarding letter.
2. Earnest Money Deposit will have to pay online directly to MSEDCL's net banking account. The Scanned copy of receipt shall be uploaded.
3. Copies of Income Tax return of last three years, PAN card, GST Registration Certificates and balance sheet of last three years.
4. Registration certificate with state or central PWD/Railways/MES/SEB's and central/state semi govt bodies.
5. Experience certificate/work completion certificate on similar works along with work order copies from office in charge not below the rank Executive Engineer.  
Experience having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following,
  - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

OR

- b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

OR

- c. One similar completed work costing not less than the amount equal to 80% of the Estimated cost.

“Similar works” means **Civil Works** only.

**(Please enclose a copy of WORK DONE CERTIFICATE along with its work order copies issued by authority of the rank of Executive Engineer or equivalent and above of State/ Central Govt/ Semi-Govt Departments etc. only work order copies will not be accepted in any case. Experience at private organizations/ companies/ firms/ schools/ hospitals etc will not be considered).**

6. Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost by chartered accountant with UDIN number.
7. Certified copy of partnership deed along with Power of Attorney authorizing partner or the officer of the firm to sign the tender papers and enter into contract/sign all documents related with this tender. When the work is awarded and the Letter of Intent/W.O. issued, these documents shall become an integral part of the Contract Agreement.
8. Current valid Solvency Certificate of Nationalized/ scheduled Bank for amount of 25 % of estimated cost and valid for sufficient period.
9. Positive net worth certificate of previous financial year by chartered accountant with UDIN number.
10. Duly signed copy of manpower list & tool, plant list.

**Note :** 1) स्वयंरोजगार किंवा बेरोजगार सहकारी संस्था यांनी सहकार आयुक्त व निबंधक सहकारी संस्था महाराष्ट्र राज्य यांनी दिलेले “ज्ञापन” पोटनियम क्र व आदेश जोडणे तसेच “पुरवणी क्र 4” जोडणे बंधनकारक राहिल.

2) Bidder registered under MSME (Small scale and medium enterprises)/ Udyog Aadhar/ Udam Aadhar are not exempted from EMD payment. They should pay EMD online otherwise his/her bid will not be considered for technical evaluation.

**PART II (Commercial Bid)**

PDF File of scanned form of Memorandum of Works duly signed by Contractor shall be uploaded.

**OPENING OF TECHNICAL BID AND COMMERCIAL BID**

The Technical bid shall be first opened on the day of the opening in the office of Superintending Engineer (Civil) MSEDCL Civil Circle, Pune. The prequalification of the tenderers will be verified. The commercial bid of only those tenderers who qualify in technical bid shall be opened thereafter on the same day or any subsequent day if possible.

**2.1 INSTRUCTIONS TO TENDERERS**

1. This "Instructions To Tenderers" shall form part of the contract.
2. Conditional Tender shall not be accepted in any case.
3. All the material to be used shall be get approved from the Engineer in charge prior to use at work.
4. The contractor should note that in case the work is cancelled before starting the work for any reason after placement of work order, only E.M.D. / S.D. shall be refunded and no other claim in this respect shall entertained.
5. If required for verification of attested photocopies with original, this office may ask to produce the original copies of all required documents for verification
6. Denial of LOI will forfeit EMD and Denial of work order will forfeit EMD & SD.
7. Mode of measurement: The mode of measurement shall be as per the specifications of Red Book of P.W.D. No interest shall be payable by the Owner on the E.M.D./security Deposit furnished by the bidder.
8. Attested copies of up-to-date Income Tax Clearance and Goods & Service Tax Registration Certificates will also have to be submitted along with the tender, without which the tender will be considered as incomplete and liable to rejection.
9. The tender shall remain valid for **Four (4) month** from the date of opening of the commercial bid. A bid valid for a shorter period may be rejected by the owner as non-responsive.
10. **Risk and Cost** : If you fails to complete the work after multiple warnings; very poor progress of work, the work will be carried out from other agency and the cost required will be recovered from other agency at your risk and cost from your outstanding bills /dues with any MSEDCL offices.
11. The tenderer will have to quote appropriate percentage both in figures as well as in words on memorandum of works at the appropriate place as detailed in the enclosed Schedule of Items. In case of discrepancy between description in words and figures, the description in words will prevail.
12. All corrections in the documents should be signed by the tenderer before submission of the tender. Each page of the tender documents must be signed by the tenderer. **All rates and prices quoted shall be in ink only.**
13. The tenderer may sign the tender in English or in any Indian language. The tenderer shall exercise only one option among the three offered to quote his price bid and in case of any deviation the tender would be rejected.
14. Canvassing in any form is strictly prohibited and any tenderer found to have resorted to canvassing shall be liable to have his tender rejected summarily.
15. In the event of the tender being submitted by a partnership firm, it must be signed by an authorized partner or in the event of absence of any partner it must be signed by a person holding a power of attorney authorizing him to do so. Such power of attorney should be uploaded along with the tender.
16. Intending tenderer should note that he will have to work simultaneously with several other Contractors/Agencies already entrusted with other works or with contractors to be entrusted with other works in future on the same site. The contractor will have to work in close cooperation with all contractors engaged in this Project.
17. Tenders which do not fulfill any of the above conditions or are otherwise incomplete are liable to rejection.
18. Acceptance of the tender will rest with The Superintending Engineer (C), Civil Circle, Pune who do not

bind themselves to accept the lowest tender and reserve themselves the authority to reject any or all the tenders received without assigning any reason whatsoever.

19. Time is the essence of this contract. The works listed in schedule-B and covered under the scope of work shall be completed within the time schedule given.
20. **The successful tenderer shall pay the prescribed security Deposit within 10 days of acceptance of his tender and issue of letter of intent. The contractor will have to pay security Deposit, amounting to 5% of the value of the contract in the form of FDR / Bank Guarantee or equivalent Govt. securities in favour of “Superintending Engineer (Civil), MSEDCL, Civil Circle, Pune.”**
21. All types of taxes / levies / royalties / tolls etc apart from GST due to the Govt. as per prevailing rates are to be borne by the Contractor. GST-TDS shall be payable on the accepted contract value as per prevailing rules. 1% percent cess on labour welfare is considered in estimate; hence 1% cess for labour welfare will be deducted from bill.
22. **PRICE VARIATION / ESCALATION ARE NOT APPLICABLE FOR THIS CONTRACT.**
23. The Agency must obtain insurance from insurance company specifically for this work only before commencement of the work. [Only Premium Amount paid for the obtained insurance shall be payable within limit of work order schedule-B as per rules and regulations.](#)
24. The technical bid and commercial bid is required to be uploaded on the e-tender portal. The bids sent by post/speed post/courier etc will not be accepted.
25. **Earnest Money Deposit (Bid Guarantee):**  
Earnest Money Deposit will have to pay online directly to MSEDCL's net banking account. If any tenderer withdraws his bid during the period of validity of the bid as specified by the MSEDCL, the earnest money deposit of such tenderer shall be forfeited. Similarly, if the successful tenderer fails to sign the contract in accordance with the conditions of the contract and/or to furnish prescribed security deposit within stipulated time limit, the Letter of Intent shall be cancelled and his earnest money deposit shall be forfeited. Tender submitted without E.M.D will not be accepted.
26. [E.M.D. of all bidder shall be returned once the contract is signed by both the parties and provided the security deposit is furnished by the successful bidder.](#)
27. **The Earnest Money Deposit may be forfeited.**  
)If a bidder withdraws his bid during the period of bid validity specified by the owner after opening of commercial bid

**OR**

In the case of the successful bidder, if the bidder fails:-

- b) To furnish security deposit, within the prescribed time, thereof.
28. A schedule of quantities is included in the tender document. It shall be definitely understood that the Company does not accept any responsibility for the correctness of quantity in the Schedule and the Schedule is liable to alternations by omissions, deductions or additions at the discretion of the [Superintending Engineer \(C\), Civil Circle Pune](#), or his representative as put forth in the condition of contract.
29. **As per Debar policy set by Head office vide circular no. ED(infra)/T/Debar policy/No.14238 Dt.11.06.2018, Debarring from business dealings can be initiated against the Agency if involved or committed any of the following misconduct/ irregularities :**
  - i. The Directors, Proprietors, Partners, Employee(s) or owner of the agency have been either jointly or severally guilty of malpractices such as fraud including but not limited to submission of fake or forged documents/ certificates/ guarantees, submission of tenders, etc. in relation to its business dealings with the Government or MSEDCL, during the last five years.
  - ii. The business dealings with the agency have been debarred by any Ministry of GoI/GoM and still in force.
  - iii. The agency is found to have been in default in paying any dues resulting in incurring financial loss to the MSEDCL by virtue of an order and/or direction of any Statutory Authority or Court or Arbitration, etc for making such payment in respect of the agency concerned.
  - iv. The agency is repeatedly found to be non performing in execution of 3 (three) or more contracts and/ or in rectification of criminal/major defects as specified in annexure -C, pointed out by MSEDCL or any person authorized by MSEDCL, in last 5 (five) years.

- v. Competent Authority is expected to proceed with due care and responsibility before debarring any bidders/contractors/vendors as it is a drastic step to be taken against the Firm /Person.
- vi. The grounds given above are only illustrative and not exhaustive. The Competent Authority may decide to debar an Agency according to the seriousness of the ground.;
  - a. The Competent Authority shall decide depending upon the level of severity in defaults from the agency, the period of debarring. In case of major lapses and a criminal or fraudulent type of issues involved therein, the First Information Report (FIR) to Police Department shall be lodged.
  - b. If any one or more Partner/ Directors of any debarred Agency firm promotes or forms a new contracting firm or a sister-concern firm of the said debarred Agency, then it shall also be considered as a debarred firm.

## **2.2 SPECIAL CONDITIONS OF CONTRACT**

### **TERMINATION OF CONTRACT :**

1. The decision of the Company shall be final as regards the acceptability of the work executed by the contractor and the company shall not be required to give any reason in writing or otherwise at any time for the rejection of the work/service.
2. In case the contractor fails to execute the work satisfactorily thereof within the contracted period or in case the work done are found not in accordance with the prescribed specification, approved samples and the performance of the work is not found satisfactory, the MSEDCL competent authority shall exercise in discretionary power either,
  - a. to execute work from elsewhere, after giving due notice to the contractor, at the risk of contractor, such part of work or other of similar description, without canceling the contract in respect of due date of work,  
OR
  - b. to cancel the contract reserving company right to recover damages Plus GST as may be applicable.
  - c. notwithstanding that the powers under (a) and (b) referred above are in addition to the rights and remedy available to the company under the General Law of India relating to contract.
  - d. company reserves right to recover damages against risk purchase or 10 % value of non-supplied material plus applicable taxes, if any whichever is higher.  
In the event of risk execute work of similar description, the option of the company shall be final. In the event of action taken under (a) or (b) above, the contractor shall be liable for any loss which the company may sustain on that account but the contractor shall not be entitled to any saving on such works made against default.
3. Further contract can be terminated in case of sub-standard /poor quality material.

### **SUSPENSION OF THE CONTRACTOR:**

During the execution of the work/supply if the events as under happens then the contractor /supplier shall be suspended:-

- a) If the enquiry conducted by CBI or any other investigating agency and recommended for suspension.
- b) If the Company finds the offense of moral turpitude committed by the supplier.  
If it is found that Contractor has attempted some irregular/illegal activities to gain the order.

### **REMOVAL FROM LIST OF REGISTERED VENDORS:**

In the event of debarment/termination of contract, as the case may be, the bidder will be de-listed for that particular item/s from the list of registered vendors of MSEDCL's e-tendering system for the debar period. On expiry of debar period the bidder, if he desires, shall have to register again after following the prevailing registration process.

**SIGNATURE AND FULL ADDRESS  
OF THE TENDERER**

**SUPERINTENDING ENGINEER (C)  
MSEDCL, Pune -11**

DATE :

**SECTION III****FORM OF BANKER'S UNDERTAKING FOR SECURITY DEPOSIT**

"The Bank of \_\_\_\_\_, hereby agrees unequivocally and unconditionally to pay, at Pune, within 48 hours on demand in writing form the Maharashtra State Electricity Distribution Co. Ltd. or any Officer authorized but it in this behalf, of any amount upto and not exceeding Rs. \_\_\_\_\_ ( in words rupees \_\_\_\_\_ ) to the said Maharashtra State Electricity Distribution Co. Ltd. on behalf, of who have tendered and on whom Letter of Intent has been placed vide No. \_\_\_\_\_ dated \_\_\_\_\_ for the work of

\_\_\_\_\_

\_\_\_\_\_

The agreement shall be valid and binding on this Bank up to and including and shall not be terminable by notice or any change in the construction of the Bank or the firm of contractors or by any other reasons whatsoever and out liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made given or between parties to the said, within return contract. The validity of the Bank Guarantee will be extended by us for a further period of six months, one month prior to its present validity period at the request of MSEDCL.

In case of any dispute arising out of or in connection with the extension of encashment of Bank Guarantee. The courts in Pune will have jurisdiction.

Our liability under this Guarantee is restricted to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our guarantee shall remain in force until \_\_\_\_\_ and unless a suit or action to enforce a claim under this guarantee is filled against us within six months from that date, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

Signed: For

Please note:

1. The value of stamp paper for this B.G. shall be 500/-.
2. The Bank Guarantee should be furnished from a scheduled Bank.
3. Please state the full and complete postal address of the Bank Undertaking the guarantee.

**PROFORMA FOR FORWARDING LETTER**

To  
 Superintending Engineer (Civil)  
 Maharashtra State Elect. Dist. Co. Ltd.,  
 Civil Circle, Pune  
 Block No. 302, Admn. Bldg. Rasta Peth,  
 Pune 411 011.

**SUB :** \_\_\_\_\_  
 \_\_\_\_\_

**REF :** Company's tender specification No. \_\_\_\_\_

Dear Sir,

We have gone through the various stipulations under the above mentioned tender specification and the following documents are enclosed.

1. Earnest Money Deposit receipt.
2. Copies of Income Tax return of last three years, PAN card, GST Registration Certificates and balance sheet of last three years.
3. Registration certificate
4. Experience certificate along with work order copy.
5. Average Annual financial turnover during the last 3 years.
6. Certified copy of partnership deed.
7. Current Solvency Certificate.
8. Positive net worth certificate of previous financial year by Chartered accountant.
10. Vendor master updation. (applicable to new registered vendors only)
11. Duly signed copy of manpower list & tool, plant list

Further it is requested to refund EMD paid by me for this tender after issuing work order or after finalization of tender.

Yours faithfully,

Authorized signatory  
 Designation  
 Address

**AGREEMENT PROFORMA**

THIS AGREEMENT made at ..... this \_\_\_\_\_ day of Two Thousand & \_\_\_\_\_ Between \_\_\_\_\_ (herein after called THE CONTRACTOR which expression shall unless excluded by or repugnant to the context include his successors or permitted assigns) of the one part and the Maharashtra State Electricity Distribution Co. Ltd. (herein after called " The Company which expression shall unless excluded by or repugnant to the context include its successors and assigns) of the other part.

WHEREAS Maharashtra State Electricity Distribution Co. Ltd., Pune invited tenders according to the powers held by him as per rules for the work of \_\_\_\_\_ in

Accordance with the plans and specifications annexed thereto and WHEREAS the said tender was accepted by the Maharashtra State Electricity Distribution Co. Ltd. under of intent no. \_\_\_\_\_

\_\_\_\_\_ and work order no. \_\_\_\_\_ placed with the said contractor on the terms and conditions specified in the tender and aforesaid work order letter of the Company and on the condition of the contract as specified in the tender and in the booklet viz. " Tender and contract for works" of the Maharashtra State Electricity Distribution Company Ltd., attached with the tender.

NOW THIS AGREEMENT witnesses and it is hereby agreed and declared as under .

In consideration of the value of the contract viz. Rs. placed with the contractor on the terms and conditions specified in the contract, the contractor hereby covenants with the Company that he shall and will duly provide and execute the work and shall perform all other works and things in this contract mentioned and described or which are implied there from of may reasonably be necessary for the completion of the said work within and at same time and in the manner and subject to the terms and conditions stipulations contained in this contract and the Company shall pay to the contractor all the sums of money as and when they may become due and payable under the provisions of the contract.

The contractor shall undertake the work of \_\_\_\_\_

\_\_\_\_\_ as mentioned and described in the contract as per specifications and tender accepted vide letter of intent No. \_\_\_\_\_ and will complete the same in stipulated period in accordance with plans and specifications and conditions annexed.

The contractor shall complete the work as per the terms and conditions specified in the Company's letter of intent No. \_\_\_\_\_ work order no. \_\_\_\_\_ and terms conditions specified in booklet viz. 'Tender and contract for works ' attached with the tender.

The contractor shall indemnify the Company for all claims for injury caused to any persons, whether workmen or not while in upon the works or the site and the said Company shall not be

bound to defend any claims brought under the workmen's compensation Act and the contractor shall be liable for any such claims.

This agreement shall remain valid during the currency of contract period including extension of time limit if any, or up to expiry of the maintenance period beyond the physical completion of the work as accepted by Maharashtra State Electricity Distribution Co. Ltd., whichever is later.

The aforesaid Company's letters along with tender submitted by the contractor along with plans and specifications and his acceptance letter \_\_\_\_\_ and the booklet viz. "Tender and contractor for works" of the Maharashtra State Electricity Distribution Co. Ltd. shall be deemed to the part of this contract. The said papers are signed by \_\_\_\_\_ for and on behalf of the contractor and by \_\_\_\_\_ for and on behalf of the Company for the purpose of identification and annexed with as schedule.

- 1)
- 2)
- 3)
- 4)
- 5)

In WITNESS WHEREOF the parties hereto have signed this agreement on the date respectively mentioned against their signature.

Signed and delivered by :

- 1)
- 2)

Signed and Delivered by

Shri \_\_\_\_\_  
 Maharashtra State Electricity Distribution Co. Ltd.  
 for and on behalf  
 Maharashtra State Electricity Distribution Co. Ltd.  
 in presence of \_\_\_\_\_

- 1)
- 2)

**Please note :-** The value of stamp paper for this agreement will be conveyed as per prevailing applicable Govt. Rules and regulations/-

\*\*\*\*\*

**VENDOR MASTER UPDATION FORMAT****On the Letter Head of Vendor**

<b>Name of the Vendor</b>	
<b>Vendor No</b>	
<b>Detailed Address</b>	
Street/Area	
Village/Town	
<b>District</b>	
<b>PIN</b>	
<b>City</b>	
<b>State</b>	
<b>Contact No.</b>	
<b>E-mail</b>	
<b>Nature of Business</b>	
<b>SSI/LSI</b>	
<b>PAN No.</b>	
<b>GSTN No.</b>	
<b>Bank Details</b>	
Bank Account Number	
Bank Name	
Branch Name	
IFSC Code	
MICR Code	
<b>Authorized Signatory</b>	
Name of Person	
Designation	
Contact No.	

**SECTION IV****MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.****GENERAL CONDITIONS OF CONTRACT**

1. **Application :**  
Unless otherwise provided for in the contract documents, these General conditions shall apply to the work of all sections of the specifications attached herewith.
2. **Definitions and interpretations :**  
Whenever these words occur in the contract documents, they shall have the following meanings.
  - a) **Owner/Company**  
The owner is Maharashtra State Electricity Distribution Co. Ltd., a statutory body, constituted by the Govt. of Maharashtra having its registered office at Hong Kong Building, Third floor, M.G. Road, Mumbai - 400 001 and referred to throughout in the contract documents by "owner" or "Company". The word "owner" or "Company" when used in conjunction with the words "as directed" "when directed", "subject to approval", "satisfactory", "approved", "accepted", equal to, "proper", "determined by", shall mean the Superintending Engineer (Civil), Civil Circle, Pune of the "Company" or his authorized representative.
  - b) **Engineer :**  
The "Engineer" means the owner's authorized Engineer-in-charge or his representative for Civil and Structural construction and supervision work to perform the duties set forth in this General Conditions of contract and other contract documents annexed hereto.
  - c) **Contractor :**  
The Contractor is the successful Tenderer who is awarded the contract by the owner to perform the works covered by the contract and shall be deemed to include the contractors successors, heirs, executors, administrators, representatives or assigns approved by the owner and will be referred to as of masculine gender and singular number, throughout these Documents. In case work is awarded to a party which is in consortium with other agency it will be the sole responsibility of the prime contractor to observe /fulfill contractual terms, conditional and obligations and no correspondence in this regard will be made by the Company with the associate firm.
  - d) **Sub Contractor:**  
The term "Sub Contractor" use herein refers to party or parties having a direct contact with the contractor to whom any part of the contract has been sublet by the contractor with the consent in writing of the owner.
  - e) **Contract :**  
"Contract" means the Notice Inviting Tenders, conditions of tendering, Tender forms, General conditions of contract, supplementary conditions of contract. Technical specifications, priced schedule of items, contract agreement and drawings and any other document which may be included at the time of signing of the contract Agreement.
  - f) **Drawings :**  
"Drawings" means the drawings referred to in the contract and any modification of such drawings approved in writing by the engineer and such other Drawings as may from time to time furnished or approved in writing by the Engineer.
  - g) **Works :**  
"Works" means the works to be executed by the contractor in accordance with the contract, which has also been referred to as "Contract Works."
  - h) **Temporary works:**  
"Temporary Works" means all temporary works of every kind required in or about the execution completion and maintenance of the works by the contractor at their own cost and risk.
  - i) **Contract Price :**  
"Contract Price" means the sum mentioned in the tender subject to such addition thereto or deductions therefrom as may be under the provisions hereinafter, contained.

- j) **Constructional Plant :**  
 “Constructional Plant” means all appliances or things of whatsoever nature required or about the execution completion and maintenance of the works or temporary works by the contractor at his own cost and risk (as herein after defined) but does not include materials or other things intended to form or forming part of the permanent work.
- k) **Month :**  
 “Month” shall mean the English calendar month.
- l) **TERMS OF APPROVAL, JUDGMENT OR DIRECTION :**  
 When the works “approved” subject to “approval” “Satisfactory”, “Equal to”, “as directed”, “where directed”, “when directed”, “determined by”, “accepted”, “permitted”, etc. are used, the approval, judgment, direction etc. implied is understood to be a function of the Engineer and /or the owner and shall have the same effect as if performed by the owner.
- m) **Site :**  
 “Site” means the lands and other places on under in or through which the works are to be executed or carried out and any other land or places provided by the owner for the purpose of the contract.
3. **EXTENT OF CONTRACT :**  
 The works to be performed under this contract consist in provided by the contractor within his quoted rates, all labour, materials supervision, constructional plant, equipments, supplies, transportation to or from the site, fuel, electricity compressed air, water and all incidental items and temporary works not shown or specified but reasonably implied or necessary for the proper completion, maintenance and handling over of the works, except items specified to be furnished by the owner or others, all in accordance with the stipulations laid down in the contract documents and additional drawings as may be provided by the Engineer during the course of works.
4. **CONTRACT DOCUMENTS:**
- 4.01 **Ambiguity in Documents:**  
 The several documents forming the contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies; the same shall be explained and adjusted by the Engineer who shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out.
- 4.02 **Supply and custody of Drawings and specifications :**  
 The drawings and specifications shall remain in the sole custody of the Engineer, but copies thereof shall be furnished to the contractor free of cost. The Company shall make every effort to release construction sites and working drawings in stages to suit the mutually drawn up programmed of constructional .The contractor shall provide and make at his own expense any further copies required by him. At the completion of the contract the contractor shall return to the Engineer all drawings and specifications provided under the contract.
- 4.03 **Requisition for Drawings and/or specifications :**  
 The contractor shall give adequate notice in writing to the Engineer for any further Drawings or specifications that may be required for the execution of the works or otherwise under the contract.
- 4.04 **Drawings to be made available at site :**  
 One copy of the drawings furnished to the contractor as aforesaid shall be kept by the contractor at the site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Engineer’s Representative and by any other person authorised by the Engineer in writing.
- 4.05 **Additional Drawings :**  
 The Engineer shall have full power and authority to supply to the contractor from time to time during the progress of the works such further Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.
- 5.0 **General Requirements :**
- 5.01 **Contractor to execute Agreement :**  
 The contractor shall when called upon to do so, enter into and execute a contract Agreement (to be prepared at the cost of contractor) is the form annexed hereto with such modifications as may be agreed upon.

5.02 **Contractor to visit site before submission of tender :**

The contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submission of his tender as to the nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information (subject to above mentioned) as to risks, contingencies and other circumstances which may influence or affect his tender.

5.03 **Correctness and sufficiency of rates quoted in the tender :**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the percentages rates quoted and prices stated in the Schedule of items which shall (except in so far as it is hereinafter otherwise provided) cover all his obligations under the contract and all matters things necessary for the proper completion and maintenance of the works.

5.04 **Contractor shall execute, complete and maintain the works as per directions of the Engineer :**

Save in so far as it is legally or physically impossible, the contractor shall execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matters whether mentioned in the contract or nor. The contractor shall take instructions and directions only from the Engineer or from the Engineer's representative unless otherwise provided for in the contract.

5.05 **Contractor to submit programme :**

After the acceptance of his tender the contractor within a month shall submit to the Engineer for his approval a programme showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Engineer furnish for his information particulars in writing of the contractor's arrangements for carrying out of the works and of the constructional plant and temporary works which the contractor intends to supply, use or construct as the case may be. The submission to an approval by the Engineer of such programme or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

5.06 **Contractor's site staff :**

The contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as the engineer may consider necessary. The contractor or a competent and authorized agent or representative approved of in writing by the Engineer (which approval may at any time be withdrawn) is to be constantly on the works and shall give his whole time to the superintendence of the same. Such authorized agent or representative shall receive on behalf of the contractor, directions and instructions from the Engineer or the Engineer's representative.

5.07 **Removal of persons employed on site :**

The contractor shall employ in and about the execution of the works only such persons as are careful skilled and experienced in their several trades and calling and the engineer shall be at liberty to object to and require the contractor to remove from the site and person employed by the contractor in or about the execution of the works who in the opinion of the Engineer, misconducts himself.

5.08 **Setting out:**

The contractor be responsible for the true and proper setting out of the works and for the correctness of the positions, levels, dimensions and alignments of all parts of the works and for the provision of all necessary survey grid pillars and bench marks, instruments appliances and labour in connection therewith, If at any time during the progress of works any error shall appear or arise in the positions, levels, dimensions of alignments of any part of the works, the contractor on being required to do so by the Engineer, shall at his own expense rectify such errors to the satisfaction of the Engineer unless such errors are based on incorrect data supplied in writing by the Engineer or the Engineer's representative in which case, the expense of rectifying the same shall be borne by the owner. The checking of any setting out or of any line or level by the Engineer or Engineer's representative shall not in any way relieve the contractor of his responsibility for the

correctness thereof and the contractor shall carefully protect and preserve all survey grid pillars bench marks, site rails, pegs and other things used in setting out the works.

5.09 **Protection of works :**

The contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or any competent statutory or other authority for the protection of the works or for the safety and convenience of the public or others.

5.10 **Care of Works :**

From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever, (save and except the "Force Majeure" conditions as defined hereinafter ) shall at his own cost repair and make good the same so that at completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Engineer's instructions. In the event of any such damage, loss or injury happening from any of the "Force Majeure" conditions, the contractor shall if and to the extent required by the Engineer and subject always to the provisions made hereof, repair and make good the same as aforesaid at the cost of items of work. If similar items are not available from the schedule of items of contract, then the rates may be analyzed as per current State P W D schedule of rates applicable to the area at the time of tendering with a plus or minus variation to be quoted in the tender. The contractor shall also be liable for any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations as provided for in the contract.

5.11 **Force Majeure conditions :**

- 1) Below mentioned conditions only shall be constructed to be applicable to this contract as "Force Majeure" conditions
  - i) Irresistible compulsion
  - ii) Co-erection diplomatically recognized as irresistible
  - iii) War
  - iv) Strikes declared as illegal by Labour Commissioner
  - v) Lockouts by contractor agreed to by Labour Commissioner
  - vi) Act of God
- 2) No other "Force Majeure" conditions shall be treated as applicable to this contract. Any statement about any exigency outside contractor's control if included in the "Force Majeure", the said change shall not be accepted by the Company. If there are illegal strikes /legitimate lockouts of about nature in the works or contractor's suppliers for manufactured materials, the same shall be notified, by the contractor to the Company, who may consider the issue and advice the contractor for the change of agency in which case corresponding time loss shall be covered by "Force Majeure" clause. This consideration shall, however not be treated as applicable to local suppliers (for materials such as sand, brick etc.) subcontractors for labour, if any and the transporting agencies (save for railways).

5.12 **Insurance for works, materials and plant :**

Without limiting his obligations and responsibilities provided herein, the contractor shall ensure in the joint names of the owner and the contractor against all loss or damage from whatever cause arising (other than the "Force Majeure conditions") for which, he is responsible under the terms of the contract and in such manner that the owner and the contractor are covered during the period of construction of the works and are also covered during the period of Maintenance for the loss or damage arising from a cause occurring prior to the commencement of the period of maintenance and for any loss or the damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations :

- a) The works and temporary works to the full value of such works executed from time to time.
- b) The materials constructional plant and other things brought to the site by the contractor to the full value of such materials, constructional plant and other things.

Such insurances shall be effected with an insurer and in terms of approved by the owner (which approval shall not be unreasonably withheld) and the contractor shall whenever required

produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

5.13 **Limitations of liability for damage and injury :**

The contractor shall take every practicable precaution not to damage or injure any adjoining or other properties or any persons. He shall (except if and so far as the contract provides otherwise ) indemnify and keep indemnified the owner against all claims for injuries or damage to any person or any such property whatsoever (including surface or other damage to land or crops being on the site suffered by tenants or occupiers) which may arise out of or in relation thereto provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the owner against any compensation or damages for with respect to :

- a) The permanent use or occupation of land by the works or any part thereof (save in respect or damage to crops as aforesaid).
- b) The right of the owner to construct the works or any part thereof an over, under in or through any land.
- c) Interference whether temporary or permanent with any right of light, air, way or water or other, easement or quasi-easement which is the unavoidable result of the construction of the works in accordance with the contract.
- d) Injuries or damages to persons or property resulting from any act or neglect of the owner his agents servants or other contractors (not being employed by the contractor) or for or in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

The owner will save harmless and indemnify the contractor from and against all claims, demands, proceedings, damages, costs charges and expenses in respect of the matters referred to the proviso aforesaid in this sub clause.

5.14 **Insurance for public liability and property damages :**

Upon the execution of the contract, the contractor (but without limiting his obligations and responsibilities and responsibilities stated hereof) shall insure in the joint names of the contractor and owner against any damage, loss or injury which may occur to any adjoining or other property or to any person by or arising out of the contract otherwise than due to the matters referred to in the proviso of sub clause 5.14 thereof.

Such insurance shall be effected with an insurer and in terms approved by the owner (which approval shall not be unreasonably withheld ) and for at least the amount sufficient to cover any claim that may arise and the contractor shall whenever required produce to the Engineer the policies of Insurance and the receipt for payment of the current premiums.

The owner shall have the right at any time to increase the limits of public Liability Insurance and property Damage Liability Insurance than those specified by the contractor, in which event, the extra premium money to be paid shall be reimbursed by the owner.

5.15 **Contractor shall indemnify owner against workmen's Compensation :**

The owner shall not be liable for or in respect of any damage or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any subcontractor save and except an accident or injury resulting from any act or default of the owner, his agents or servants and the contractor shall indemnify and keep indemnified the owner against all such damages and compensation (save and except as aforesaid) and against all claims, demands proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

For all the insurance envisaged in sub clause 5.12, 5.13, 5.14 and 5.15 the mode and extent of insurance taken by the contractor.

5.16 **Insurance for workmen's compensation :**

The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's compensation Act, 1923 (VII of 1923), (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable / pad by the Government as principal under sub-section (1) of Section 12the said Act on behalf of the Contractor, it shall be recoverable by the Government 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.

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 Government, the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of the Government from any amount due or that may become due to the Contractor.

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

5.17 **Failure to keep in force the insurance :**

If the contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of the contract, then and in any such case the owner may effect and keep in force any such insurance and pay such premium or premium as may be necessary for that purpose and from time to time deduct the amount so paid by the owner as aforesaid from any other any monies due or which may become due to the contractor or recover the same as a debt due from the contractor. The contractor shall be charged interest on such debt @ 19% (nineteen percent) per annum.

5.18 **Notice and payment of fees :**

The contractor shall give all notices and pay all fees required to be given or paid by any Act of parliament or any regulation or bye law of any local or other statutory authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies and companies whose property or rights are or may be affected in any way by the works or any temporary works. The contractor shall conform in all respects with the provision of any general or local Act of parliament and regulations or bye-laws or any local or statutory authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the owner indemnified against all penalties and liability of every kind for breach of any such Act, regulation or bye-law.

5.19 **Ownership of articles or value discovered at site :**

All fossils, coins articles of value or antiquity and structure and other remains or things or geological or archaeological interest discovered on the site shall as a between the owner and the contractor be deemed to be the absolute property of the owner and the contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery and carry out at the expense of the owner the Engineer's orders as to the disposal of the same.

5.20 (a) **Patent right :**

The contractor shall fully indemnify the Company against all actions, suits, claims, costs, charges, expenses arising from or incurred by reasons of any infringement or alleged infringement of any letters, patent design, trademark or name, copy right or other protected rights in respect of any machine, plant, work or materials, thing or system or method of using, fixing working or arrangement used or fixed or supplied by the contractor but this indemnify shall not extend or apply to any action, suit, claim, demand, cost, charges or expenses arising from or incurred by reason of the the use of the works of any part thereof otherwise than in the manner or for the purpose contemplated by the contract. All royalties and other similar payments which may have to be paid for the use of any such machine, plant, work, material thing, system or method as aforesaid (whether payable in one sum or by installments or otherwise) shall be covered by the contract price and payable by the contractor. In the event of any claim or demand being made or action or suit brought against the Company in respect of any such matter or matters as aforesaid, the contractor shall be duly notified thereof and he shall conduct all negotiations for the settlement of such claim or demand and

such action or suit also be conducted by him subject if and so far as the Company shall think proper to the supervision and control of the Company through the officer duly authorized on its behalf.

5.20 (b) **Royalty :**

Any royalty required to be paid on the materials brought by the contractors from any source and as prevalent on the date of opening of the price bids shall have to be paid by the contractors to the concerned revenue authorities and the contractors shall be fully responsible to this extent. The rates quoted by the tenderers shall be inclusive of the royalty charge as prevalent on the date of opening of the prices bids. In case of any increase or decrease in the royalty charges by the Govt. of Maharashtra on the materials subsequent to the opening of the price bids, also it shall be responsibility of the contractor to make the payment of appropriate royalty charges to the Revenue Authorities. However, such increase or decrease shall be payable to or recoverable from the contractors. In order to verify whether there is any increase or decrease in the royalty charges, the contractors shall submit along with every R.A. bill appropriate receipts/certificate from the revenue authorities regarding payment of royalty and increase/decrease therein over the royalty payable on the date of opening of the price bids.

5.20 (c) **Goods and Service Tax :**

- 1) All types of taxes / levies / royalties / tolls etc apart from GST due to the Govt. as per prevailing rates are to be borne by the Contractor.
- 2) GST shall be payable on the accepted contract value as per prevailing rules of Govt.

5.20 (d) **TDS recovery under MGST Act 2017 :**

In accordance with the provision of MGST Act 2017, deduction of TDS at source at the rate of 2% (1% SGST Act + 1% CGST Act) on the net value of each R. A. Bill will be made.

[If the supplier & recipient of goods or services are situated in Maharashtra, 2% TDS will be deducted. When supplier and recipient of goods or services situated in two different states, Interstate supply, TDS @ 2% will be deducted under 2% IGST Act.]

5.21 **Convenience of public :**

All operations necessary for the execution of the works and the construction of any temporary works shall so far as compliance with the requirements of the contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the owner or of any other person and the contractor shall save harmless and indemnify the owner in respect of all claims, demands, proceeding, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matter.

5.22 **Prevention of extraordinary traffic and protection of highway :**

The contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site from being subjected to extraordinary traffic by any traffic of the contractor or any of his sub-contractor and in particular shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the site shall be limited as far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highways and bridges. Should it to be found necessary for the contractor to move one or more loads of constructional plant machinery or pre constructed units or parts of units of work over part of a highway or bridge and that the moving of such load must in all probability damage the highway or bridge unless means of protection or strengthening are carried out then the contractor shall before moving the load on to such highway or bridge to the Engineer of the weight and other particulars of the load to be moved and his proposals for protecting or strengthening the said highway or bridge.

5.23 **Facilities for other contractors :**

The contractor shall in accordance with the requirements of the Engineer afford all reasonable facilities for any other contractors employed by the owner and their workmen and for the workmen of the owner and of any other properly authorized authorities or statutory bodies who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the owner may enter into in connection with or ancillary to the works.

5.24 **Clearing site on completion :**

On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer.

6.00 **Labour :**

6.01 **Wages and conditions of labour :**

The contractor shall pay rates of wages and observe hours and conditions of labour favorable than those established for the trade or industry in the district where the work is carried out by machinery of negotiation or arbitration to which, the parties are organizations of employers and trade union's representatives respectively of substantial proportions of the employers and workers engaged in the trade or industry in the district. In the absence of any rates of wages, hours or conditions of labour so established, the contractor shall pay rates of wages and observe hours and conditions of labour which are not less favorable than the general level of wages, hours and conditions observed by other contractors whose general circumstance in the trade or industry in which the contractor is engaged are similar.

The contractor shall abide himself and fulfill all obligations enforceable under enforceable under enforcement of contract labour (Regulation and abolition) Act 1970 and absolve the Company entirely. In case the contractor has not fulfilled all the obligations under his law at the time of tendering, his tender is not likely to be considered. Even after award of the contract at any stage if it is observed that any of his obligations under the act are not fulfilled in addition to the action being taken in accordance with the provisions of the act, the contract shall be canceled and deemed as having abandoned by the contractor and action taken suitably in accordance with terms of contract.

6.02 **Contractor to certify his compliance with wages and conditions of labour :**

The contractor shall in respect of all persons employed by him (whether in the execution of the contract or otherwise ) in every factory/workshop or place used by him for the execution of the contract, comply with provisions of Sub-Clause aforesaid and if required by the owner shall before entering into the contract certify that to the best of his knowledge and belief he has complied with the provisions of Sub-Clause 6.01 as aforesaid for the three months immediately preceding the date of submission of the contractor's tender.

6.03 **Contractor to furnish return of labour employed**

The contractor shall if required by the Engineer deliver to the Engineer or to his office a return in such form and at such intervals as the Engineer may prescribe, showing in detail the numbers of the several classes of labour from time to time employed by the contractor on the site and such information regarding constructional plant as Engineer may require.

7.00 **Work Materials and plant :**

7.01 **Materials, workmanship & tests :**

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Engineer's instruction as shall be subjected from time to time to such tests and the Engineer may direct at the place of manufacture, or fabrication or on the site or at all or any of such places. The contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of material before incorporation for testing as may be selected and required by the Engineer.

7.02 **Contractor to supply samples :**

The contractor shall carry out tests of materials or finished work as the Engineer in writing may require and shall supply free of cost samples necessary for this purpose. Unless an item-rate is provided in the schedule of Items for such tests, the cost incurred in this respect shall be borne by the contractor.

7.03 **Owner's access to the works :**

The owner, the Engineer and any person authorized by them shall at all times have access to the works and to the site and to all workshops and places where work is being prepared or whence materials manufactured articles and machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

7.04 **Examination of the works :**

No work shall be covered up or put out of view without the approval of the Engineer and the contractor shall afford full opportunity for the Engineer or his authorized representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer whenever any such work of foundation is or are ready or about to be ready for examination and the Engineer shall without unreasonable delay unless he considers it unnecessary and advises the contractor accordingly to attend to the purpose of examining and measuring such work of examining such foundations. The contractor shall uncover any part or parts of the works or make opening in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out view after compliance with the requirements of this Sub Clause and are found to be executed in accordance with the contract, the expenses of uncovering, making openings, reinstating and making good the same shall be borne by the owner, but in any other case all such expenses shall be borne by the contractor and shall be recoverable from him by the owner or may be deducted by the owner, from any monies due or which may become due to the contractor.

7.05 **Removal of improper work and material :**

The Engineer shall, during the progress of works, have power to order in writing from time to time :

- a) The removal from the site of any materials which in the opinion of the Engineer are not in accordance with the contract.
- b) The substitution of proper and suitable materials and
- c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefor) to any work which in respect of materials or workmanship, is not in the opinion of the Engineer in accordance with the contract. In case of default on the part of the contractor in carrying out such order, the owner shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the contractors and shall be recoverable from him by the owner or may be deducted by the owner from any monies due or which may become due to the contractor. **7 (Seven)** days' notice in writing shall be given to the contractor for removal of work/material from site.

7.06 **Suspension of work :**

The contractor shall on the written order of the Engineer suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the works so far as is necessary in the opinion of the Engineer. The extra cost (if any) incurred by the contractor in giving effect to the Engineer's instructions under this Sub clause shall be borne and paid by the owner, unless such suspension is :

- a) Otherwise provided for in the contract, or
- b) necessary for the proper execution of the works of by reasons of weather conditions or by some default on the part of the contractor, or
- c) necessary for the safety of the works or any part thereof

Provided that the contractor shall not be entitled to recover any such cost unless he gives notice in writing of his intention to claim to the Engineer shall settle and determine the extra payment to be made to the contractor in respect of such claim as the Engineer shall consider fair and reasonable.

8.00 **Commencement time and delays :**8.01 **Commencement of work :**

The contractor shall commence the works as per his programme of work approved by the Engineer after the receipt of Letter of Intent or Order, whichever is earlier by him in writing to this effect from the owner/Engineer and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or by wholly beyond the contractor's control. The contractor shall not be given possession of any site for commencement of execution of the works unless and until he has deposited the initial security money in accordance with the provision of clause 14 of the conditions of tendering.

8.02 **Possession of site :**

Save in so far as the contract may prescribe the extent or portions of the site of which the contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the contract as to the order in which the works shall be executed the owner will, with the Engineer's written order to commence the works, give to the contractors possession of so much of the site as may be required to enable the contractor to commence and proceed with the construction of the work in accordance with the programme referred to here ( if any ) and otherwise in accordance with such reasonable proposals of the contractor as he shall make by notice in writing to the Engineer the owner will from time to time as the work proceeds, give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the construction of works with due dispatch in accordance with the terms of this clause and Engineer shall grant a reasonable extension of time for the completion of works.

8.03 **Temporary way-leaves :**

The contractor shall bear all expenses and charges for special or temporary way-leaves required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the works.

8.04 **Completion time : 04 calendar Months**

Subject to any requirement under the contract as to completion of any portion of the works before completion of the whole of the works, the works shall be completed within the time stated in the tenderer calculated from the date of Engineer's written order to commence the works or such extended time as may be allowed under the contract.

**8.05** **Extension of time :**

If the contractor shall desire an extension of time limit for completion of the 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 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, may, if in his opinion there are reasonable grounds for granting an extension, recommend such extension as he thinks necessary or proper. The decision of the Competent Authority of MSEDCL in this matter shall be final.

Further notwithstanding anything stated above shall be referred to clause No. 8.07(a) on Page No. 21 of "Tender and Contract for Works" Booklet.

8.06 **Night and Holiday Work :-**

Subject to any provision to the contrary contained in the contract none of the permanent work shall, save as hereinafter provided, be carried on during the night or on Sundays or other holidays without the permission in writing of the Engineer, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case, the contractor shall immediately advise the Engineer or Engineer's representative. Provided always that the provisions of this sub- clause shall not be applicable in the case of any work, which it is customary to carry out by rotation or double shifts. The whole of the materials plant and labour to be provided by the contractor in night and holiday work under this sub-clause and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner approved by the Engineer. Should the rate of progress of the works or any part thereof be at any time in the opinion of the Engineer is too slow to ensure the completion of the works by the prescribed time or extended time for completion, the Engineer shall so notify the contractor in writing and the contractor shall thereupon take such steps as the contractor may think necessary and the Engineer may approve to expedite progress so as to complete the works by the prescribed time or extended time for completion. If the works is not being carried on by day and by night and the contractor shall require permission to work by night and on Sundays and other holidays as well as by day, then if the Engineer shall grant such permission, the contractor shall not be entitled to any such additional payment for so doing but if such permission shall be refused and there shall be no equivalent practicable method of expediting the progress of the work, the time for completion of the works shall be extended by the Engineer by such period as is solely attributable to such refusal. All work at night shall be carried out without unreasonable

noise or other disturbance. The contractor shall indemnify the owner from and against any liability for damages on account of noise or other disturbance created while or in proceedings, damages, costs, charges and expenses whatsoever in regard or in relation to such liability.

8.07(a) **Compensation for the delay :-**

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 all due diligence (time being deemed to be the essence of the contract) and the contractor shall pay as compensation amount equal to half percent per week or such smaller amount on the value of work that remains unfinished after schedule date of completion. (SUBJECT TO MAXIMUM 10% OF WORK ORDER VALUE) as the Competent Authority of MSEDCL (whose decision in writing shall be final) may decide.

8.07(b) **Action When Whole Of Security Deposit is Forfeited :-**

In any case in which under clause or clauses of the contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Superintending Engineer, on behalf of the M.S.E.D.C.L. shall have powers to adopt any of the following courses as he may deem best suited to the interests of M.S.E.D.C.L.

- (i) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the 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 the M.S.E.D.C.L.
- (ii) To carry out the work or any part to the work departmental debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work completed and crediting him with the value of work done departmentally 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 to the value of the work so done departmentally shall be final and conclusive against the contractor.
- (iii) 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 the expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded and under clause (i) above, the contractor shall not be entitled to recover or be paid any sum for any 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 of the courses referred to in clauses (ii) or (iii) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors, the amount of excess shall be deducted from any money due to the contractor by M.S.E.D.C.L. under the contract or otherwise howsoever from his security deposit or the sale proceeds thereof provided, however, that the contractor shall have no claim against M.S.E.D.C.L. 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 clause (i), (ii) or (iii) is adopted by the Executive Engineer, the contractor, shall have no claim to compensation for any loss by him by reason of his having purchased, or procured materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.

8.07(c) **Notice For Unsatisfactory Progress:-**

If the progress of any particular of the work is unsatisfactory, the Executive Engineer whose decision shall be final shall notwithstanding that the general progress of the work is satisfactory be entitled to take action under clause 8.07 (b) – (ii) after giving the contractor 10 days' notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action.

8.07(d) **Action In The Case Of Default By Contractor:-**

In any case in which any of the powers conferred upon the Executive Engineer by clauses 8.07(b) & 8.07 (c) hereof shall have become exercisable and the same shall not have been exercised the no

exercise thereof shall not constitute a waive of any of the conditions hereof and such powers shall notwithstanding be exercisable in any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contract for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (i) or (iii) of clause 8.07 (b), he may, if he so desire, take possession of all or any tools, plant, materials, and stores, in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended to be used for the contract rates or, in the case of contract rates no 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 by notice in writing to the contractor of his clerk of works, foreman or other authorized agent require him to remove such tools, plant materials or stores from the premises within a time to be specified in such notice, and in the contractor failing to comply with any such requisition, the decision 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.

8.07(e) **NO CLAIM FOR COMPENSATION FOR DELAY IN STARTING WORK**

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

8.08 **Completion Certificate:**

As soon as in the opinion of the Engineer the works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the contract, the Engineer shall on receiving a written undertaking by the contractor to finish any outstanding work during the period of maintenance issue a certificate of completion and in respect, of the works of the period of maintenance shall commence from the date of such certificate. Provided that the Engineer may give such certificate with respect to any part of the works before the completion of the whole of the works and shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Engineer and occupied or used by the owner and when any such certificate is given in respect of an part of the works, such part shall be considered as completed and the period of maintenance shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate.

9.00 **MAINTENANCE AND DEFECTS :**

9.01 **Period of Maintenance:**

In those condition the expression “ Period of Maintenance “ shall mean the Period of Maintenance mentioned in the Contract calculated from the date of completion of the Works certified by the Engineer in accordance with the here mentioned Sub-Clause 8.08 or in the event of more than one Certificate having been issued by the Engineer under the said sub-Clause from the respective dates so certified and in relation to the Period of Maintenance, the expression “the Works” shall be constructed accordingly.

9.02 **Maintenance and repair:**

To the extent that the works shall at as soon as practicable after expiry of the Period of Maintenance be delivered upto the Owner in as good and perfect condition (fair wear and tear expected) to the satisfaction of the Engineer as that in which they were at commence of the Period of Maintenance. The contractor shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkages, or other faults as may be required of the Contractor in writing by the Engineer during the Period of Maintenance or within fourteen days after its expiration as a result or an inspection made by or on behalf of the Engineer prior to its expiry. All such work shall be carried out by the Contractor at his own expense if the necessity thereof shall in the opinion of the Engineer be due to the use of materials or workmanship not in accordance with the Contract or to neglect, failure on the part of the Contractor to comply with any obligation expressed or implied on the contractor's part under the Contract. If in the opinion of the owner shall be ascertained and paid for as if it were additional work. **The maintenance period is 6(Six) months from the date of handing over the entire completed work to the Company.**

If the contractor shall fail to do any such work as aforesaid required by the Engineer, the owner shall be entitled to carry out such workmen or other contractor and if such work is executed which the Contractor should have carried out at the Contractor's own cost the owner shall be entitled to

recover from the Contractor the cost thereof or may deduct the same from any more due or which may become due to the contractor.

10.00 **ALTERATIONS, ADDITIONS AND OMISSIONS:**

10.01 **Power to order variation:**

The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may in his opinion or necessary and for the purpose or if for any other reason it shall in his opinion be desirable shall have power to order the Contractor to do and the Contractor shall do any one of the following:

- a) Increase or decrease the quantity of any work included in the contract. b) Omit any such work.
- c) Change the character or quality or kind of any such work.
- d) Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way vitiate or invalidate the Contract but the value (if any) of all such variations shall be taken into account in ascertaining the amount of the Contract Price and time of completion.

10.02 **Variation to be carried out on written order**

No such variation shall be made by the Contractor without an order in writing of the Engineer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause but is the result of the quantities exceeding or being less than those stated in the Schedule on Items. Provided also that if for any reason the Engineer shall consider it desirable to give any such order verbally the Contractor shall comply with such order any any confirmation Engineer whether before or after the carrying out of the order shall be deemed to be an order in writing within the meaning of this Clause. Provided further that if the Contractor shall confirm in writing to the Engineer any verbal order of the Engineer and such confirmation shall not be contradicted in writing by the Engineer within 14 days of receipt thereof it shall be deemed to be an order in writing by the Engineer.

10.02 **(a) Variation in quantities of work :**

The Company reserves the right to increase, the quantities of work to be executed or delete any item in part of whole thereof. Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being more or less than those entered in the tender of estimate.

**10.02 (b) : PRICE VARIATION CLAUSE--- NOT APPLICABLE TO THIS TENDER**

10.03 **Contractor to furnish receipts & vouchers :**

The contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to prove the amounts paid before ordering shall submit to the Engineer quotations for the same for his approval.

10.04 **Contractor to maintain and furnish list of all workmen employed on day work basis and materials consumed :**

In the respect of all work executed on a day work basis, the contractor shall during the continuance of such work deliver each day to the Engineer an exact list in duplicate of the names, occupations and time of all workmen employed on such works and a statement also in duplicate showing the description and quantity of all materials and plant used thereon or therefore. One copy of each list and statement will, if correct or when agreed be signed by the Engineer and returned to the contractor. At the end of each month the contractor shall deliver to the Engineer a priced statement of the labour material and plant (except as aforesaid) used and the contractor shall not be entitled to any payment unless such list and statements have not been fully and punctually rendered. provided always that if the Engineer shall considered that for any reason the sending of such list or statement by the contractor in accordance with the foregoing provision was impracticable, he shall nevertheless be entitled to authorize payment for such whether as day work (on being authorize payment for such work) or at such value therefore as he shall consider fair and reasonable.

11.00 **PROPERTY IN MATERIALS AND PLANT**

11.01 **Owner's property :**

All the constructional plant, temporary works and materials provided by the contractor shall when brought on to the site immediately be deemed to become the property for the owner and the contractor shall remove the same or any part thereof without the consent in writing of the Engineer which shall not be unreasonably withheld. but the owner will permit the contractor to use all such constructional plant, temporary works and materials in an for the completion of the works until the happening of any such event which gives right to the owner to exclude the contractor from the site and proceed with the completion of the works.

11.02 **Removal of plant, temporary works and materials :**

Upon the removal of any such constructional plant, temporary works or materials with consent as aforesaid the same shall be deemed to revert in and become the property of the contractor and upon completion of the works and any unused materials provided by the contractor shall be deemed to revert in and become property of the contractor who shall remove the same. If the contractor fails to remove any of the said constructional plant, temporary works or unused materials within such reasonable time after the completion for the works as may be allowed by the Engineer, then the owner may sell the same and shall after deducting from the proceeds the costs, charges and expenses of and in connection with such sale pay the balance (if any) to the contractor.

11.03 **Owner not liable to loss or damage :**

The owner shall not at any time be liable for the loss of or injury to any of the said constructional plant, temporary works or materials save as mentioned above.

11.04 **Engineer's right to reject materials etc :**

The operation of the last preceding sub-clauses of this clause shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

12.00 **MEASUREMENT :**

12.01 **Quantities are estimated only :**

The quantities set out in the Schedule Items are the estimated quantities of the works by they are not to taken as the actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract. The quantities of the various items mentioned in Schedule B are approximate and may vary up to any extent or be deleted altogether. The quoted rates for all the items/sub-items shall remain firm during the stipulated contractual time limit and free overrun period irrespective of the actual quantity of work done, whether in excess or in defect and no claim for revision of rates on grounds of loss or profit or increased overheads or whatsoever other grounds shall be entertained by the Company.

The Company shall make every effort to release construction sites and working drawings in stages to suit the mutually drawn up programmed of constructional. The quoted rates shall remain firm for the stipulated total constructional time limit. As defined and free overrun period of 6 months, beyond contractual time limit (save for the variations, if any under the price variation clause) and no compensation for idle time or for whatsoever other reason, shall be payable by the Company to the contractor for any default on the part of the Company, in terms of non supply of working drawings and release of construction sites or for whatsoever other reasons during the period. The contractor shall be expected to complete during the overrun period of six months all unfinished works or new work within his scope of work, for which drawings are released to him and working sites made available to him during stipulated period from the date of handing over the site. All minor works and finished works which could not be completed earlier and for which design and drawings are not required but clearance in other respects area available, shall also be completed during the overrun period of six months, at the contracted rates.

In the case the work is continued beyond the overrun period of contract due to delay attribute to the contractor, it shall be binding of the contractor to complete the work at the contractual rate.

Under no circumstance relaxation in the overrun period shall be considered.

12.02 **Contractor to assist in measurement :**

The contractor shall, except as otherwise stated, ascertain and determine by measurement the value of work done in accordance with the contract. He shall when he requires any part or parts

of the works to be measured give notice to the contractor who shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's representative in making such measurement and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or fail to send such agent then the measurement made by the Engineer or approved by him shall be taken to be corrected measurement of the works. Except where any general or detailed description of the work in the Schedule of Items expressly shows to the contrary, all measurements shall be made according to the procedure set forth by the Engineer.

13.00 **CERTIFICATE AND PAYMENT :**

13.01 **Payments**

R.A.bills shall be submitted by the contractor monthly to the office on or before the date fixed by the **Executive Engineer (Civil), Civil Division, Baramati** for all the works executed in the previous month. Payment of the R.A. bill shall normally be released by Executive Engineer (Civil), **Civil Division, Baramati** as per availability of funds. The tenderer shall clearly note that while every effort would be made by the Company to stick up to the above schedules of payment, no claim for payment of interest/damage etc. for any delay in the payment shall be considered or payable by the Company.

Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate, provided the items of work concerned are susceptible of measurements. No certificate of the Engineer- in-charge or his authorized representative supporting an interim payment shall be itself be conclusive evidence that any work or materials to which it relate is/are in accordance with the contract conditions.

Every possible effort to finalize the final bill at earliest from the date of completion of the work in all respects as certified by the Executive Engineer-in-charge shall be made. It is desirable for enabling early settlement of the final bill, that all materials accounting shall be submitted by the contractor, all dues settled at pre-final bill stage itself and the areas allotted for his office, stores, labour camps etc. are cleared and handed over to the Company.

However, the tenderer shall clearly note that while every effort shall be made by the Company to stick up to the above schedule of payment, no claim for payment of interest/ damage etc. for any delay in the payment shall be considered or payable by the Company.

13.02 **Refund of Security Deposit :**

The Security Deposit amount will be refunded only after payment of final bill or after completion of maintenance period whichever is later. However, the decision of the competent authority of M.S.E.D.C.L. for refund of Security Deposit will be final and binding on the contractor.

Not with standing anything stated above, the competent authority of the Company may at his sole discretion release the security deposit at any stage after the satisfactory completion of the contract.

13.03 **Engineer may withhold certificate of payment :**

The Engineer may be by any certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have power to withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

13.04 **Certificates of payment shall not constitute approval of work**

No certificate other than the maintenance certificate as referred to here shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the contractor or of additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

13.05 **Taking over :**

1. When all performance tests called for by the specifications have been successfully carried out on completion of the work, the work shall be accepted and taken over when it has been satisfactorily certified, or within one month of its being ready for issue of such certificate, whichever shall be the earlier and the Engineer-in-charge shall forthwith issue a taking over certificate.
2. If for any reason other than the default of the contractor such last mentioned tests on site shall not be carried out within one month of the notice by the contractor to the Engineer-in-charge of the work

being ready for test, the same shall be deemed to have been taken over as on the last day of such period and payments due to the contractor on taking over shall be made, but the contractor, shall if called upon to do so by the Company, but at the Company's expense, make the said test during the maintenance period.

3. The tenderer shall specifically note that the contract is deemed to be complete only after the land and staff quarters allotted to the contractor by the Company are vacated by him and returned to the Company in the same condition such land/staff quarters are handed over to him by the Company.
4. The Engineer-in-charge shall not delay issue of any, taking over certificate contemplated by this clause on account of minor defects or items to be completed in the work which do not affect the commercial use thereof provided that the contractor shall undertake to make good the same within a specified time limit.
5. The Engineer shall be at liberty at any time to put into beneficial use the whole or part of the work he may desire to use pending completion and taking over of the same. The decision of the Engineer shall be final and binding on both the parties as to whether the items are minor or important and if the Engineer certified that the items to be completed are important, notwithstanding anything contained in this contract, the taking over certificate shall not be issued.

14.00 **REMEDIES AND POWERS :**

14.01 **Owner's power to take possession**

If the contractor shall become bankrupt or have receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the contract under a committee of inspection of his creditors or (being a corporation ) shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the contractor shall assign the contract without the consent in writing of the owner first obtained or shall have an execution levied on his goods or if the Engineer shall certify in writing to the owner that in his opinion the contractor :

- a) has abandoned the contract **Or**
- b) without reasonable excuse has failed to commence the works or has suspended the progress of the works for 14 days after receiving from the Engineer written notice to proceed or
- c) has failed to proceed with the works with due diligence **or**
- d) has failed to remove materials from the site or to pull down and replace for 14 days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer under these conditions or
- e) is not executing the works in accordance with the contract is persistently or flagrantly neglecting to carry out his obligations under the contract or
- f) has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary, sublet any part of the contract.

then the owner may after giving 7 days notice in writing to the contractor enter upon the site and works and expel the contractor therefrom without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract or effecting the rights and powers conferred on the owner or the Engineer by the contract and may himself complete the works or may employ any other contractor to complete the works and the owner or such other contractor may use for such completion so much of the constructional plant, temporary works and materials on the site as he or they may think proper and the owner may at any time sell any of the said constructional plant, temporary works and unused material and apply the proceeds of sale in or towards the realization of any sums due or which may become due to him from the contractor under the contract.

14.02 **Engineer to assess value of work done at the time of taking possession :**

The Engineer shall as soon as may be practicable after any such entry and expulsion by the owner fix and determine ex-parte of reference to the parties or after such investigation or inquiries as he may think fit to make or institute and shall certify what amount (if any) had at time of such entry and expulsion been reasonably earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the contract and what was the value of any

unused or partially used materials, any constructional plant and any temporary work upon site.

**14.03 Owner not liable to pay until expiry of the period of maintenance :**

If the owner shall enter and expel the contractor under this clause he shall not be liable to pay to the contractor any money on account of the contract until the expiry of the period of maintenance and thereafter until the costs of completion and of maintenance damages for delay in completion (if any) and all other expenses incurred by the owner have been ascertained and the amount thereof certified by the Engineer. The contractor shall then be entitled to receive any such sums (if any) as the Engineer may certify would have been to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the contractor on due completion by him then the contractor shall upon demand pay to the owner the amount of such excess and it shall be deemed a debt by the contractor to the owner and shall be recoverable accordingly.

**14.04 Urgent repair work :**

If by reason of any accident or failure or other event occurring to or in connection with the works or any part thereof either during the execution of works or during the period of maintenance any remedial or other work or repair shall in the opinion of the Engineer be urgently necessary for security and the contractor is unable or unwilling at once to do such work or repair, the owner may buy his own or other workmen do such work or repair as the Engineer may consider necessary. If the work or repair so done by the owner, which in the opinion of the Engineer the contractor was liable to do at his own expense under the contract all cost and charges properly incurred by the owner in so doing shall on demand be paid by the contractor to the owner or may be deducted by the owner from any monies due or which may become due to the contractor. Provided always that the Engineer shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the contractor thereof in writing.

**15.0 ARBITRATION :**

- a) Subject to the exceptions stated in sub-clause (b) below, any disputes or difference relating to any action taken or omitted by the contract shall be referred to arbitration according to the provisions of the Arbitration Act 1940, as amended or replaced and in force from time to time. The venue of Arbitration shall be in Pune.
- b) The following matters shall not be included within the scope of the Arbitration Agreement as contained in Sub Clause (a) above that is.
  - (i) All matters which are left by the contract to the determined by the Distribution Company or any officer designated in the contract.
  - (ii) All matters which are extraneous to the contract.
  - (iii) All claims or counter claims which, if allowed may lead to variation or modification of the contract or any provision thereof and
  - (iv) Claims for interest on the amounts of damages or other amounts claimed in the Arbitration and accordingly no question or dispute or difference shall be raised concerning any of the above matters or referred to arbitration or entertained by the Arbitrators or the Umpire.
- c) The Arbitrator or Arbitrators or the Umpire, as the case may be shall give clear reasons in the award for allowing or disallowing any claim or counter claim in the Arbitration.
- d) The Arbitrator / Arbitrators or the Umpire as the case may be shall declare or publish the award within six months from the date of entering upon the reference but shall have power with the consent in writing of both the parties to extend the time for making the award from time to time provided however, that they shall have no power to extend time for making the award after expiry of twelve months from the date of entering upon the reference.
- e) The procedure to be followed shall be agreed by the parties or in default of agreement, determined by the Arbitrator/Arbitrators or Umpire as the case may be.
- f) In the event of default by either party in respect of any procedural order made by the Arbitrator / Arbitrators or the Umpire, as the case may be, he / they shall have power to proceed with the Arbitration in the absence of the defaulting party and to deliver the award.
- g) The fees of the Arbitrators / Umpires shall be borne and paid by the parties equally. The other costs and expenses shall be borne and paid by the parties incurring the same or as may be agreed between them.
- h) Both the parties agree to submit themselves to the jurisdiction of the High Court of Judicature at Pune or any other court of competent jurisdiction in Pune.
- i) Subject to the provisions of the foregoing sub clauses, the Arbitration will be governed by the provisions of the Arbitration Act 1940, as amended or replaced and in force from time to time. All disputes shall be referred to the arbitrator as per Indian Arbitration Act as updated.

**15.2. OBLIGATION DURING PENDENCY OF ARBITRATION:**

Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Company shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should be continued during arbitration proceedings.

- (i) In cases whether the total value of all claims in question added together does not exceed Rs. 1,00, 00,000/- (Rupees : One Crore) the Arbitral Tribunal shall consist of a sole Arbitrator who shall be either the C.E. of the Company or serving or retired officer of the Company / Government not below this grade of C.E. or equivalent nominated by the Chairman of the Company in that behalf. The Sole Arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the Company.
- (ii) In cases the value of the claim exceeds Rs. 1,00,00,000/- (Rupees : One Crore) as above, the Arbitral Tribunal shall consist of panel of 3 serving or retired officers of MSEDCL / Govt. not below the grade of C.E. / C.A.O. as the Arbitrators. For this purpose, the Company will send a panel of more than 3 names of arbitrators of one or more department of the Company / Govt. to the contractor who will be asked to suggest to the Chairman at least 2 names for appointment as contractor's nominee. The chairman shall appoint at least one of them as the contractor's nominee and will also appoint the balance number of arbitrators either from the panel or from outside the panel duly, indicating the presiding arbitrator from amongst the three (3) arbitrators so appointed. While nominating arbitrators, it will be necessary to ensure that one of them is or has worked in Accounts department.
- (iii) If one or more arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator or vacates his/their office/offices or is/are unable or unwilling to perform his/functions as arbitrator for any reason whatsoever or dies or in the opinion of the Chairman fails to act without undue delay, the Chairman shall appoint new arbitrator's to act in his/their place in the same manner in which the earlier arbitrator/s had been appointed. Such reconstituted Tribunal, may, as its discretion proceed with the reference from the stage at which it was left by the previous arbitrators.
- (iv) The Tribunal shall have powers to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.
- (v) While appointing arbitrator(s) as above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Company's servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings or the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- (vi) Arbitral award shall state item wise, the sum and reasons upon which it is based.
- (vii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and interpretation of specific point of award to tribunal within 30 days of receipt of the award.
- (viii) A party may apply to Tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings, but omitted from the arbitral award.
- (ix) In case of the Tribunal, comprising of three members any ruling or award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- (x) Where the arbitral award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- (xi) The cost of the arbitration shall be borne equally by the respective parties. The cost shall inter-alia include fees of the arbitrators as per the rates fixed by the Company from time to

time. Provided that the fees payable per arbitrator for claims up to Rs. One Crore, shall not exceed Rs. 2000/- per sitting subject to a maximum of Rs.25,000/- and the fees payable per arbitrator for claims over Rs. One Crore, shall not exceed Rs. 2000/- per sitting subject to a maximum of Rs. 50,000/-. Provided further that the arbitrators who are in service of Govt. / MSSEDCL shall draw fees at half of the rate mentioned above.

- (xii) Company shall maintain a list of arbitrators. The Chairman shall have full powers to delete or add the name of the arbitrators in the list or to make amendments to the said list as per his discretion.
- (xiii) The arbitral proceedings should be completed and the award be finalised within one year from the date of appointment of arbitrators.
- (xiv) Subject to the provisions as aforesaid, Arbitration & Conciliation Act, 1996 and the rules thereunder, and any statutory notification thereof shall apply to the arbitration proceedings under this clause.

In case the contractor fails within the ambit of small scale & ancillary industrial undertakings act 1993, following clauses regarding payment shall be incorporated.

16.0 **DEDUCTION OF INCOME TAX**

In accordance with the provision of section 194 (c) of the Finance Act 1972, deductions of Income tax at source as per prevailing rates of the gross, amount payable shall be made from the contractor's bills unless he produces necessary exemption certificate from appropriate authorities of Income Tax Department.

17.0 **COMPENSATION BY THE COMPANY/FREE OVERRUN PERIOD**

The contractor shall on receipt of the letter of intent/W.O. whichever is earlier, draw up in consultation with the Engineer-in-charge a work completion programme to complete the works within the stipulated time limit and submit it to the S.E. (Civil)/Engineer-in-charge of the works. The programme shall be reviewed after every month by the S.E. (Civil) and the contractor and modified if necessary taking into account the site condition and progress achieved upon that stage. The Company shall make every effort to release the construction sites and working drawings in stages to suit the mutually drawn up programme of construction.

The contractor's offer shall remain firm during the stipulated total contractual time limit with extra six months as overrun period beyond the contractual time limit. The contractor shall be expected to complete during this free overrun period of 6 months, works which could not be completed/taken up during the contractual time limit for reasons not attributable to the contractor, including such of the works for which the working drawings and working sites are made available to him by the Company after completion of contractual time limit all at the contracted rates.

No compensation for idle time, labour, demobilization, remobilization or for whatsoever other reasons shall be payable by the Company to the contractor for any default on the part of the Company, in terms of non-supply of working drawings and release of construction sites or for whatsoever other reasons during the period of contractual time limit and free overrun period of 6 months.

Notwithstanding anything stated above, the tenderer shall clearly note that, the contractor shall be held fully responsible for any delay in the completion of the work due to any default on his part and penalties stipulated in Cl, No. 8.07 (a) of Section- IV would become applicable Contractor in such an event, shall have to complete the balance works at his quoted offer only in addition to payment of stipulated penalties.

18.0 **REDUCTIONS FROM CONTRACT PRICE**

The amount due to damages, expenses or other sums which under this or any other contract is payable by the contractor to the Company, may be deducted by the Company from any money due, becoming due, by the Company to the contractor, under this or any other contract with the Company, without prejudice to the Company's rights to recover the same by ordinary process of law.

19.0 **CERTIFICATE NOT TO AFFECT RIGHTS OF THE COMPANY OR CONTRACTOR'S OBLIGATIONS**

No certificate of the Engineer-in-charge nor any sum paid on account by the Company nor any extension of time for the work shall affect or prejudice the contractor's obligations for the due

performance of the contract or be interpreted as approval of the work done or of the materials supplied and no certificate shall create liability in the Company to pay for alterations, amendments, variations or additional work not ordered in writing by the Engineer-in-charge or discharge the liability of the contractor for the payment of damages whether due, ascertained or certified or any sum against the payment of which he is bound to indemnify the Company/any sum paid on account or otherwise affect or prejudice the obligation of the contractor to the Company.

20.0 **NON-EXERCISE OF RIGHTS AND CONTRACTOR'S LIABILITY**

In any case in which any of the powers and rights conferred upon the Company shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall, notwithstanding, be exercisable, in case the default by the contractor for which under any clause or clauses thereof he is declared liable to pay compensation and the liability of the contractor for past and future compensation shall remain unaffected.

21.0 The contractor shall furnish to the Engineer-in-charge, from time to time, during the progress of the work, as requested, verified statements showing the contractor's total out-standing indebtedness in connection with the work covered by the contract. Before final payment is made, the Engineer-in-charge may require the contractor to furnish the satisfactory proof that there are no outstanding debts or liens in connection with the contract. If during the progress of the work, the contractor shall allow any indebtedness to accrue to his approved sub- contractor or others and shall fail to pay or discharge same within a week's time after demand then the Engineer-in-charge may withhold any money due to the contractor until such indebtedness is paid or apply same towards the discharge thereof.

22.0 **CONTRACTOR'S QUOTED RATES**

The Percentage quoted by the tenderer i.e. the rate indicated in Memorandum of works duly above / below/ at par, as the case may be, shall include cost of all materials, labour, plant, equipment, temporary works, tools, setting out, supervision, transport, taxes duties, octroi all tolls, local taxes, royalties, excise duty, transaction, insurance and everything necessary for due per execution of work under this contract.

23.0 **CONTRACTOR TO BE RESPONSIBLE FOR SAFETY OF WORKS**

The work whether fully completed or incomplete, all the materials, machinery, plants, tools, temporary buildings and other things connected therewith shall remain at the risk and in the sole charge of the contractor until, the completed work has been delivered to the Engineer-in-charge and till the completion certificate has been obtained from the Engineer- in-charge. Until such delivery of the completed work, the contractor shall at his own cost take all precautions reasonably necessary to keep all the aforesaid works. materials, machinery, plants, temporary buildings and other things connected therewith free from any loss of damage and in the event of the same or any part thereof being lost or damaged, the contractor shall forthwith reinstate and make good such loss or damage at his own cost.

24.0 **COMPANY'S PRIORITY FOR COMPLETION OF WORKS**

It may be clearly understood by the tenderer that the contractor shall be bound to complete and handover to the Company and work including connected works under the scope of the contract that may be required by the Company earlier than the periods indicated in the said programme without any extra expenditure to the Company.

Any revised priority works as required by the Company shall be carried out by the contractor without affecting the overall completion period specified in the tender documents.

25.0 **COMPANY'S RIGHT**

Company reserves the right to withdraw any works from the scope of contract if found necessary.

26.00 **MISCELLANEOUS :**

26.01 **Endorsement of Terms**

The failure of either party to endorse at time any of the provision of the contract or any rights in respect thereto or in exercise an option herein provided shall in no ways be constructed to be a waiver of such provisions, rights or option or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have.

26.02 **Correspondence** :

After the Tender has been accepted by the owner, the orders or instructions to the contractor shall, except as herein otherwise provided, be given by the Engineer in writing on behalf of the owner. Procedure of correspondence on various matters between the owner and the contractor will be communicated to the contractor after acceptance of the tender.

27.0 **LAWS AND REGULATIONS**

27.1 The Company shall throughout the continuance of the contract and in respect of all matters arising in the performance thereof, serve all notices and obtain consents, way leaves, approval and permission required in connection with the regulations and bye laws of the local or other authority which shall be applicable to the works. All works shall be executed by the contractor in accordance with the laws in force in India relating to the work and rules and regulations there under and any statutory modifications thereof wherever they are applicable, unless otherwise agree to in writing by the Engineer -in-charge.

The contractor shall abide himself and fulfill all obligations enforceable under enforcement of contract labour (Regulation and Abolition) Act 1978 and absolve the Company entirely. In case the contractor has not fulfilled all the obligations under this contract at the time of tendering his tender is not likely to be considered. Even after award of the contract at any stage if it is observed that any of his obligations under the act are not fulfilled., in addition to the action being taken in accordance with the provisions of the act, the contract may be cancelled and deemed as having been abandoned by the contractor and should be taken suitably in accordance with the terms of the contract.

The Company does not bind itself to accept the lowest or any bid and reserves the right to reject any bid or a portion thereof without assigning any reasons therefor or to split the contract either at the initial contract award stage or during the progress of work due to unsatisfactory work, of any one contractor. The Company will not entertain any claim from the contractor as a result of such action on part of Company.

The contractor shall abide by all rules, regulations, Acts etc. regarding the labour employed by him either directly or through sub-contractor. In case of non-compliance of any rules and regulations by the contractors which compel the Govt. on account of Company being principal employer, the amount so demanded by the Govt. authorities shall be recovered from the contractor's bills and no dispute and litigation on this account shall be entertained by the Company. The contractor in such case shall take up the matter with Govt. authorities and settle the disputes without involving the Company.

28.0 **Disputes**

Any disputes or differences arising under, out of or in connection with this tender or contract if not concluded shall be subject to exclusive jurisdiction of courts in Pune city of Maharashtra State. The Indian Laws shall govern the contract.

**Superintending Engineer (Civil)**  
**Civil Circle, Pune**

**TENDER & CONTRACT FOR WORKS (APPLICABLE FOR WORKS CONTRACT)****Special Condition Deemed To Have Been Specifically Brought To The Notice Of The Contractor.**

Notwithstanding anything contained to the contrary in the specifications or tenders in subsequent exchange of correspondence, these General Conditions of Contract shall prevail and shall be binding on the Contractor and any change of variation expressed or implied however made in the said General Conditions shall not be valid or operative unless expressly sanctioned by the Company. The Contractor shall be deemed to have fully informed himself and to have special knowledge of the provision of the General Condition of Contract herein.

**GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTOR**

1. All work proposed to be executed by contract shall be notified in one of the English and one of the Vernacular local daily newspapers, stating the work to be carried out as well as the date for submitting and opening tenders and time allotted for carrying out the work, also the amount of earnest money to be deposited with the tender and the Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills.
2. Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by competent authority on behalf of the Maharashtra State Electricity Distribution Co. Ltd. such specifications with designs and drawings shall form part of the accepted tender.
3. The tenders and receipts for payments made on account of any work when executed by a firm should be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of firm by one of the partners or some other person, having authority to do so.
4. Any person who submits tender at percentage rate shall fill up the usual form stating at what percentage above or below the rate specified he is willing to undertake the work. Only one rate or such percentage on all the estimated rates or scheduled rate shall be named.
5. Tenders which proposes any alteration in the work specified in the form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection.
6. No single tender shall include more than one work, but contractors who wish to tender for two or more works, shall submit a separate tender for each work. Tenders shall have the name and the number of work to which they refer written outside the envelope.
7. The Superintending Engineer or his duly authorized Assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form in the event of a tender being accepted the contractors shall there upon for the purpose of identifications, sign copies of the specifications and other documents. In the event of tender being rejected, the Officer (Superintending Engineer) shall authorize the paying Officer concerned to refund the amount of the earnest money deposited to the contractor making the tender on his giving a receipt for the return of the money.
8. The officer, competent to dispose of the tenders shall have the right of rejecting all or any of the tenders, without assigning any reasons thereof.
9. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to the tender or the contractor shall be valid and binding on the Company unless it is signed by Engineer in charge or his duly authorized assistant.
10. All work shall be measured not by standard measure but according to rules and custom and usual method in use in the Maharashtra State Electricity Distribution Co. Ltd., and no proposals to adopt alternative method will be accepted. The Superintending Engineer's decision as to what is "the usual method in use in the Maharashtra State Electricity Distribution Co. Ltd.'s shall be final.
11. All corrections and additions or pasted slips should be initialed.
12. Tenderer shall be deemed to have full knowledge of all relevant documents, site conditions etc. whether inspected or not by him.
13. Submissions of a tender by a tenderer implies that he has read the above instructions and conditions of contract and has made himself aware of the scope and specifications of the work to be done and of the conditions and rates at which stores etc. will be issued to him and local conditions and other factors bearing the execution of the work.
14. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items of contract without prior sanction of the competent authority.
15. These Rules and Directions shall form part of the Contract.

**SECTION.V****SUPPLEMENTARY CONDITIONS OF CONTRACT****1.0 GENERAL :**

These supplementary conditions of contract supplement the instructions to tenderers and the General conditions of contract as stated in Section IV and shall be considered as part of the contract document.

**2.0 SCOPE OF WORK:**

The scope of the work under this specification shall also be deemed to cover such of the related works as required for completion of the work, the description of the items of which are included under Schedule 'B' though not specifically included in the above list.

It shall also be noted that the Company reserves the right to include or delete from the scope of work any structures/items of work, that the Company may desire at its sole discretion and get it done either under this contract or through any other agency, without assigning any reason thereof, and in case of such deletion of any work stated above from this contract no compensation whatsoever shall be payable to the contractor by the Company.

It is the intent of this tender that the quoted rates shall include all materials, equipment, fixtures, labour, constructions plant, temporary works and everything whether of permanent or of a temporary nature necessary for the completion of the job in all respects except for such of the items specifically stated to be furnished by the Company.

**3.0 The Company will furnish within the plant site area the following services under the conditions described below:**

i) One center line parallel to the construction North and one center line perpendicular to North and one bench mark, fixed free of cost.

ii) Water and Electric Power Supply in accordance with the conditions of contract. iii) Cement (As indicated in Schedule 'A' of the Tender Specification).

**4.0 Time is the essence of this contract. The work listed in Schedule 'B' and covered under the scope or work shall be completed in all respects within the time Schedule given under Section I - Tender Notice. The time limit will be reckoned from the date of handing over the site to the Contractor.****5.0 SECURITY DEPOSIT :**

The successful tenderer shall pay the prescribed Security Deposit within 10 days of acceptance of his tender and issue of letter of intent. The contractor will have to pay Security Deposit, amounting to 5 % of the value of the contract in the form of FDR / Bank Guarantee or equivalent Govt. securities in favour of "Superintending Engineer (C), MSEDCL, Civil Circle, Pune."

The Security deposit will be refunded as per company's rules and regulations.

No interest will be payable by the Company to the contractor on the security deposit, whether in cash or otherwise.

**6.0 LOCATION OF WORK :** The site of work is situated at **MSEDCL 33/11 Kv Wadala substation****8.0 WATER SUPPLY****8.1 The Company will supply water for construction purpose to the contractor at any one point only, as decided by the Executive Engineer-in-charge near the site of work and at one point near the contractor's labour colony (provided however that the contractor is permitted to locate and has actually located his labour colony inside Company's power station area. No water supply for labour colony situated outside power station area would be made by the Company) for domestic purposes, both at ground level. The contractor will be required to make his own arrangements for taking the water wherever required to suit his requirements by constructing storage tanks of requisite capacity at ground level, installing pumps and arranging to take the water to construction site by laying pipe lines or by tankers or by other means, all at contractor's own cost. The contractor shall take all precautions to prevent wastage and/or issue of water. In case the contractor resorts to in the opinion of the Executive Engineer-in-charge unwarranted wastage /and/or misuse of water supplied by the Company, the Ex. Engr. in-charge may disconnect the water supply and the contractor would be in that event required make at his own cost his own arrangements for supply of water and in such an event to reduction in the stipulated flat rate for supply of water would be made.**

- 8.2 **The Company shall charge a flat rate of 0.25 %** (Quarter of one percent) of the gross value of works done under the contract for the supply of water and the recoveries would be effected, irrespective of the quantum of water supplied, from the running account bills at the rate of 0.25% of the gross value of each R.A. bill including the value of all extra items, claims etc. (but excluding price variation) and before deduction of conditional rebates etc. but after application of unconditional rebates if any. Balance recoveries if any would be made from the final bill.
- Contractor due to shortage or break down in supply of water due to any reasons. The contractor in such cases shall be responsible to make his own arrangements. No claim for compensation for ideal time etc. will be entertained for the non-supply or shortage of water, neither will any claim for reduction in flat rate chargeable as above would be entertained by the Company.
- 8.4 If such break down occurs in the water supply by the Company, and if, thereby the progress of work is hampered, it will be the duty of the contractor to increase the progress of work after restoration of the water supply.
- 8.5 In case the contractor does not avail the facility for water supply offered under the above clause and makes at his own cost his own arrangements for supply of water, no reduction for the supply of water would be made from the contractor's bills. In such case the contractor will have to inform the Executive Engineer-in-charge in writing before the commencement of the work that he is making his own arrangements for water supply for all his needs including construction and domestic purpose.
- 9.0 **ELECTRICAL ENERGY :**
- 9.1 Electric power will be made available to the contractor for lighting and power at 2 different points, one for the works proper and one at contractor's labour colony (Provided however that the contractor is permitted to locate and has actually located his labour colony inside Company's power station area). No electric supply for labour colony or for any other purpose outside power station area would be made by the Company under this clause and the normal rules and regulations and rates would be applicable for such supply. Such energy for power shall be supplied to the contractor at 230 V/440 V. The contractor shall have to carry out at his own cost, all further connections, as per electricity rules and regulations. Additional temporary points if deemed necessary in the interest of the work by the Supdt. Engr. (Civil)/E.E Civil may be given but solely at his discretion. However, no claim for any compensation, for non provision of such additional temporary points would be payable by the Company to the contractor.
- 9.2 **The Company shall charge a flat rate of 0.125%** (One eighth of one percent) of the gross value of work done under the contract for the supply of electrical energy and the recovery would be effected, irrespective of the quantum of electrical energy supplied from the running account bills at the rate of 1/8% of the gross value of each R.A. bill including the value of extra items, claims (but excluding price variation) etc. and before deduction of conditionals rebates etc. but after application of unconditional rebates if any. Balance recoveries if any would be made from the final bill.
- 9.3 The Company shall not be responsible for any inconvenience caused due to any failure of lighting and power supply and no compensation for ideal time, delay in works etc. can be claimed by the contractor due to such non supply, neither will any claim for reduction in flat rate will be entertained by the Company.
- 9.4 If such break down occurs in the supply of electrical energy by the Company and if, thereby the progress of work is hampered, it will be the duty of the contractor to increase the progress of work after restoration of electric supply, so that the overall monthly progress of the work is not affected.
- 9.5 In case the contractor does not avail the facility for supply of electrical energy offered under the above clause and makes at his own cost his own arrangements for his needs of electrical energy or resorts to making use of other forms of energy, no reduction for the supply of electrical energy would be made from the contractors' bills. In such case the contractor will have to inform the Ex. Engineer-in -charge in writing before the commencement of the work.
- 9.6 The complete installation which the contractor has to undertake for his power supply should conform to the Indian Electricity Rules, 1966 and the Indian Electricity Act, 1910, with latest amendments and the specifications and standards laid down therein and as approved by the Engineer-in-charge.

10.0 **TOOLS PLANT AND MACHINERY :**

- 10.1 In respect of procurement of plant and machinery /it will be for the contractor to apply to concerned author-ities for necessary permit etc. under intimation to the Company. It will be for Maharashtra State Electricity Company, only to recommend release of the permits etc. in favour of the contractor. However, effectiveness of such recommendations will be in accordance with the prevailing rules and contractor's responsibility in respect of non-receipt of machineries etc. even in spite of Company's recommendation shall have to be borne by him.
- 10.2 All constructional tools, plant and machinery such pneumatic drills, air compressor, concrete breakers, pumps, concrete mixers, hoists, dumpers, weigh batchers, vibrators and all other required machineries etc. shall be provided by the contractor for construction works.
- 10.3 The contractor shall state in schedule 'C' the details of plant and machinery already held by him and likely to earmarked for this work including their rating and original costs etc.
- 10.4 Such items of plant and machinery as are available with the Company may be made available at the discretion of the Engineer-in-charge to the contractor on payment of hire charges which will be recoverable every month from the contractor's bills and shall be charged for the entire period, including idel days till return of the plant or machinery in working order after use. No claim or compensation will be entertained by the Company for the delay caused to the works by the non-working of any machineries tools and plants given to the contractors by the Company. The contractor shall employ skilled mechanics for operating the equipment and return after use in the same running condition as it was when handed over to him. Any damage done to the equipment shall be made good by the contractor except normal wear and tear and the decision as to whether such wear and tear is normal or otherwise shall rest entirely with the Company. The hire charges shall be as fixed by the Executive Engineer (Civil-in-charge) from time.

13.0 **LABOUR CAMPS, HOUSING ACCOMMODATION ETC.**

- 13.1 The responsibility for providing any accommodation feeding and sanitary necessities for the labour employed by the contractor shall be that of the contractor exclusively and such facilities shall be provided outside the power station area. The Company may provide the contractor with a space for building a temporary site office, store shed and material storage yard at a nominal rent of Rs. 10/- for the duration of the contract period including authorized extension. The contractor shall not use this space for housing any labour or supervisory staff of the contract and within on month of the completion of the contract, the contractor shall remove and hand over to the Company, the space made available in a clean and tidy condition.
- 13.2 The contractor shall not put up any unauthorized hutments, canteen or tea shops inside Company's power station area. These, if any, shall be provided only with the knowledge and prior approval of the Supdtg. Engr. (C) / Executive Engineer (C) in writing.
- 13.3 It shall be very clearly understood that the land for putting up structures for housing contractor's labour and his supervisory staff may be provided by the Supdtg. Engr. (C) / Executive Engineer (C) of the work solely at his discretion (and at nominal rent of Rs. 100/- as above/ only if the same is available and could be spared for the purpose. No structures for housing as above shall be put up by the contractor within power station area without the specific prior approval of the Supdtg. Engr. (C) / Executive Engineer (C). No claims for any compensation shall be payable by the Company to the contractor, if land as above for housing of contractor's labour and supervisory staff, is not provided by the Company.
- 13.4 The contractor shall provide adequate supply of water for the use of laborers. The provision shall not be less than 10 liters of pure and whole some water per head per day for drinking purposes and 20 liters of clean water per head per day for bath and other purposes.
- 13.5 The contractor will also have to provide for sufficient latrines for the use of his workmen, male and female, to keep the same clean and disinfected at all times during the period of contract and to remove the same and disinfect the ground and make good all damages on the completion of the work. In regard to accommodation for his workmen, latrines etc. he should comply with the local regulations. The contractor shall, where land is spared by the Company, after completing of work, remove all the huts and hand over the piece of land back to the Company duly cleaned of all debris and disinfected.
- 13.6 The contractor shall make all preventive arrangement against outbreak of epidemic and no compensation in the event of occurrence of epidemic shall be payable by the Company.

- 13.7 While every effort will be made to allot different area of land to the contractor for his office, stores, labour camp, materials stacking yard etc. without requiring him to shift during the tenure of the contract, if it becomes absolutely necessary for him to shift his office, stores or labour camps or materials stacking yard for genuine reasons, and when so directed by the Engineer-in-charge, the contractor will have to shift the same without any compensation for the same from the Company.
- 13.8 The tender shall specifically note that the allotment of different areas of land to the contractor for his office, stores, labour camps, material stacking yard, bar bending yard etc. shall be decided upon by the Supdtg. Engr. (C) / Executive Engineer (C) and their opinion regarding the size and area of land as also the location would be final and binding upon the contractor, No claim from the contractor as to the location of land allotted to him is further off than what he had assumed in his tender would be admissible or entertained by the Company. Neither any claim for compensation for non provision of land as above, would be admissible or entertained by the Company.
- 14.0 **CO-OPERATION WITH OTHER CONTRACTORS / AGENCIES:**
- 14.1 Apart from the work under this contract, other works will be simultaneously going on either departmentally or through other agencies at the work site. Each contractor or Agency shall co-operate with the others to the fullest extent and shall allow to each other, every facility and co-operation for execution of their works simultaneously and satisfactorily during the erection of the machinery or execution of any other related works. The contractor will have to work only at places as directed by the Engineer-in-charge. The contractor may sometime have to suspend his work partially or totally in the interest of the whole project. In such cases and at such times, he will be informed from time to time and directed by the Engineer-in-charge when to work. he may also be required to dismantle/ shift his construction plant and equipment so as to cause minimum obstruction and inconvenience for erection of machinery and/or any other construction operations. In such cases he shall not be given any compensation on account of reduction or stoppage of labour force or dismantling/shifting of his construction plant and equipment etc. It shall however, be seen by the Engineer-in-charge that the contractor is not put to unnecessary inconvenience.
- 15.0 **WORKING HOURS:**
- 15.1 The hours of work for the labour employed by the contractor shall conform to the hours of working fixed by the Company.
- 15.2 If the Engineer-in-charge gives permission for night work, such night work shall not entitle the contractor to any increase in rates.
- 15.3 Where night work is in progress, any excavated area shall be barricaded and shall be provided with red lights and all other works areas shall be well lighted to prevent accidental falls etc.
- 15.4 Work shall normally be done in single shift per day. However, the Engineer-in-charge reserves the right to order over time/double shift/triple shift working if required by project requirements and the contractor shall not be paid anything extra over contract rates for such over time/double shift/triple shift working. The Engineer-in-charge if he orders such additional shifts will arrange his Engineers for the usual supervision (besides normal contractor's supervision).
- 16.0 **CONTRACTOR'S SUPERVISION :**
- 16.1 The contractor shall, during the whole time the work is in progress, employ a qualified Engineer to be in-charge for the works with adequate experience in handling of jobs of this nature and with the prior approval of the Supdt. Engr.(C)/Executive Engineer (C). Such Engineer shall be constantly in attendance at the site during working hours. During contractor's resident Engineer's absence during working hours, if unavoidable, and also beyond working hours, when it may be necessary to give directions, order may be given by the E.E. (C)/S.E. (C)/ Dy. E.E. (C) and shall be received and obeyed by the contractor's Superintendent or Foreman who may have charge of the particular part of the work in reference to which orders are given. If requested to do so, the E.E.(C)/S.E.(C)/Dy.E.E.(C) shall confirm such orders in writing. Any directions, instructions or notices given by the E.E.(C)/S.E.(C)/ Dy.E.E.(C) to him shall be deemed to have been given to the contractor. The representative of the contractor from the Board's stores. issue valid receipts for the same, engage labour or purchase materials and proceed with the work as required for speedy execution.
- 16.2 None of the contractor's supervising Engrs., supervisors or labour should be withdrawn from the work without due notice being given to the E.E.(C)/S.E.(C)/Dy.E.E.(C) further no such withdrawals shall be made if in the opinion of E.E. (C)/S.E.(C)/Dy.E.E.(C) such withdrawals will jeopardize the

required pace of progress successful completion of the work.

- 16.3 The contractor shall employ in or about execution of the work only such persons as are careful, skilled and experienced in their respective trades, and the E.E./(C)/S.E.(C)/ Dy.E.E.(C) shall be at liberty to object to and require the contractor to remove any person employed by the contractor in or about execution of works who in the opinion of the E.E.(C)/ S.E.(C)/Dy.E.E.(C) misconducts himself or is incompetent or negligent in the proper performance of his duties and all such persons shall not again be employed is upon the works without the prior permission of the E.E.(C)/ S.E.(C)/ Dy.E.E.(C).

17.0 **SECURITY REGULATIONS:**

- 17.1 The contractor shall strictly comply with the security Regulations enforce at the power station.
- 17.2 If so directed by the E.E.(C)/S.E.(C) the contractor shall provide each of his employees including labour, with identification badge, at his own cost. The colour and design of these badges shall be subject to the approval of the E.E.(C)/S.E.(C). The employees shall display the badges on their person so that the badges are clearly visible for easy checking by the gateman as they enter the premises of the Company. The badges shall be serially numbered. The contractor's initials shall be printed with the number on the badge.
- 17.3 The contractor should immediately notify to the E.E.(C)/S.E.(C), if any of the badges is lost and a new one issued in its place, or when badges are carried away by discharged labour. No employee of the contractor, without a badge will be permitted to enter the premises of work, except in such cases, where special permission of the Engineer-in- charge is obtained.

18.0 **METRIC SYSTEM FOR WEIGHTS:**

Metric system is being following for the purpose of this contract. The terms 'Tonne' referred to in this contract is 'Metric tonne' equivalent to 1000 kilograms.

19.0 **SETTING OUT WORKS :**

- 19.1 The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress of any part of the work, the contractor shall at his own expenses rectify such error, if called upon, to the satisfaction of the Engineer-in-charge.
- 19.2 The contractor shall provide all facilities, instruments and attendance to the Engineer-in- charge or his deputed representative to check his work. Instruments brought by the contractor shall be in good working condition and are subject to approval of the Executive Engineer (C)/Superintending Engineer (C). Checking in part or full of any setting out or any line or level by the Company's supervisory staff shall not in any way relieve the contractor of his responsibility for the correctness thereof.
- 19.3 The contractor shall establish and maintain base lines and bench marks adjacent to the various sections of work. all such marks and stakes must be carefully preserved by the contractor, and in case of their destruction by him or any of his employees, they shall be replaced at the contractor's expense.

The contractor shall be responsible for the accuracy of all dimensions within the various sections of the work according to the figures of dimensions on the drawings.

20.0 **SAFETY PRECAUTIONS**

- 20.1 The contractor shall pay particular attention to ensure safety of his staff and workmen and others in the vicinity and shall be responsible for any loss of life or injury to persons due to negligence's or any other causes whatsoever except natural cause. He shall provide all necessary fencing and light required to prevent accidents and shall be bound to bear the expenses of difference of every suit, action or other proceedings at law 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 to compromise any claim of any such person.
- 20.2 The contractor shall reinstate and make good all damage of every sort mentioned in this clause so as to deliver the whole of the contracting work complete and perfect in every respect. The contractor shall also make good or otherwise satisfy all claims for damage to the property of third parties caused by the contractor or his workmen of his petty contractors.
- 20.3 The contractor shall take all precautions necessary and shall be responsible for the safety of the

work and shall maintain all lights, guards, signs, temporary passages, or other protection necessary for the purpose. All work shall be done at the contractor's risk and if any loss or damage shall promptly repair or replace such loss or damage free from all expenses to the Company. The contractor shall be responsible for any loss or damage to materials, tools, or other articles used or held for use in connection with the work. The work shall or property of the Company or of others and without interference with the operation of existing machinery or equipment.

- 20.4 The use of explosive in a manner which might disturb or endanger the stability, safety, or quality of the works will not be allowed. Explosives shall be stored, handled and used as prescribed by the law and regulation of the Indian Union, the State in which the work is performed and sub divisions thereof. Special attention must be given to immediate disposal of paper wrappings from explosives, which are poisonous to live-stocks.

21.0 **CONTRACTOR TO REMOVE ALL OFFENSIVE MATTER IMMEDIATELY AND CLEAN UP**

- 21.1 All spill, filth or other matter of an offensive nature taken out of any excavation, trench, sewer, drain, cesspool or other place shall not be deposited on the surface, but shall at once be carted away by the contractor and dumped in a pit or place provided by him away from the site of work and approved by local authorities.

- 21.2 As a part of the work included in this contract, the contractor shall completely remove and satisfactorily dispose of all temporary works to the extent directed off all temporary buildings, shall remove of grade to the extent directed all embankment or cofferdams made for construction purpose, shall satisfactorily fill excavations as directed, shall remove all plant and equipment, shall satisfactorily dispose off all rubbish resulting from the operations under this contract and shall do all work necessary to restore the territory embraced within the site of his operations to at least as good order and conditions as at the beginning of the work under this contract within one month of physical completion of the work adjudged by Engr.-in-charge. In case the contractor does not comply with this requirement Engineer -in-charge may get the cleaning work done through another agency and back charge the contractor for the same.

22.0 **APPROACH TO WORK SITE :**

- 22.1 The contractor shall make his own arrangements at his own cost for the necessary approach roads for transport of materials to site of work. No extra charge will be paid by the Company.

23.0 **DEATH, BANKRUPTCY, BREACH OF CONTRACT ETC. :**

- 23.1 Should the contractor die or become insolvent or bankrupt or have a receiving order made against him or compound with or make any proposal for carrying on his business under inspection or for the benefit of his creditors or commits an act of insolvency or bankruptcy or being a Corporation pass a resolution or be ordered to be wound up or have a receiver of its business appointed or commit any breach of contract, the Company shall be entitled forthwith by notice in writing to contractor or his legal representative to determine the contract in such time and manner and by such persons as the Company shall think fit at the risk cost and liability of the Contractor.

24.0 **NEGLIGENCE :**

- 24.1 If in the opinion of the Company, the Contractor,

- (a) Neglects to execute the work with diligence and expedition or refuses or neglects to comply with any reasonable orders given to him in writing by the Engineer in connection with the work or contravenes the provisions of the contract, the Company may give a 7 days' notice in writing to the contractor to make good such neglect, failure or contravention and if the contractor fails to do so within the time reasonably necessary for making it good.
- (b) Fails to properly execute the work or any part of the work due to either gross negligence or deficiency in technical skill including but not limited to the provisions of latest tools, tackles and qualified technical personnel and which in the opinion of the Company is likely to result or has resulted into substandard work or loss thereof, then and in such case the Company shall be at liberty to employ other workmen after giving a seven days' notice in writing and thereafter perform such work as the contractor may have neglected to do or if the Company shall think fit it shall be lawful for the Company to take the work wholly or in part out of the contractor's hands and re-execute departmentally reconstruct with any other agency or provide any materials, tools, tackle or labour for the purpose of completing the work or any part thereof and in that event the Company shall, without being responsible to the contractor for fair wear and tear of the same have the free use of all the materials, tools, tackle or labour for the purpose of completing the work or any part

thereof, which may be on the site at any time connection with the work to the exclusion of any right of the contractor over the same, and the Company shall be entitled to retain and apply any balance which may be otherwise due on any balance which may be otherwise due on the contract by the Company to the contractor or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

- 24.2 If the cost of executing the work as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the deficit, the said materials, tools, tackle, construction plant or other things, or property of the contract or other things may be sold by the Company and the proceeds applied towards the payment of difference and the cost of an incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale will be paid to the contractor on the certificate of the Engineer. When all expenses, costs and charges incurred in the completion of the work are paid by the Contractor the contractor shall be at liberty to remove all such materials, tools, tackle, construction plant or other things, remaining unsold and the same shall be removed by the contractor forthwith.

25.0 **EXPLOSIVE DIESEL AND PETROL :**

It will not be possible for the Company to arrange magazine and for issue of Geletine/ Detonators etc. Company shall give all assistance by way of recommendation after the contractor has approached proper authorities in writing. Company, however, does not assume any responsibility for effectiveness of the recommendations made by it in any connection whatsoever.

In the event of Diesel and Petrol being brought under rationing by the Government, necessary rationing permits shall be made available to the contractor by the Company. All expenditure in this connection shall, however, be borne by the contractor.

26.0 **INFRINGEMENT OF PATENTS :**

The contractor shall assume all liability and fully indemnify and save harmless the Company, its successors or assigns, from and against all claims, suits, proceedings, damages, losses, expenses, fees, any royalties, arising from any infringements, real or claimed, of any patent on any article, machine manufacture, structure, composition, arrangement, improvement design, device, methods or progress embodies or used in the performance of this contract. The Company and its successors and assigns, will give the contractor authority, assistance and all available information to enable him to do so.

27.0 **COVERING UP WORK :**

- 27.1 The contractor shall give not less than five day's notice in writing to the Engineer before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured and correct dimensions thereof be taken and shall not cover up and place beyond the reach of measurement any work without the consent in writing of the Engineer.

- 27.2 If any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense of in default thereof no payment of allowance shall be made for such work of the materials with which the same was executed.

28. **SUB-LETTING OF CONTRACT:**

The contractor or any part thereof shall not be assigned to sub-let without the written permission of the Superintending Engineer, Civil circle, Pune. In case such permission is granted, the responsibility of executing the work according to the specifications and within the stipulated time shall entirely rest with the main contractor.

29.0 **ADVANCES:**

- 29.1 No advance against machinery or towards site mobilization would be paid by the Company to the contractor.

30.0 **DAMAGES TO THE STRUCTURE AND PLANT :**

- 30.1 The contractor shall be totally held responsible for any loss or damages, caused by any act of the contractor's labour or his sub-contractor's labour including but not limited to covered/ open blasting, to the existing structures and plant or any other structures or plant that may be under construction/erection by any other agency at this site during the entire period covered by this contract along with time extension if any.

- 30.2 Any permission, given by the Engineer to the contractor to carry out such work, such as blasting

etc. shall not be construed to be waiver of the contractor's responsibility. In such cases the amount in respect of loss or damages, as decided by the Company which shall be considered as final and binding on the contractor, shall stand recoverable from any payments due to the contractor in this or any other contract between the Company and the contractor. It shall also be considered rightful for the Company to attach any bank guarantees, due on this and other contracts and balance payments for enabling the Company to recover full extent of such amount.

- 30.3 However, in the event of amount of the such losses/ damages bring received by the Company from the insurance company due to any of insurance not declared under this contract, the amount recovered from the contractor shall be refunded to him to the extent of compensation received from Insurance Agency, subject, however to such refund being limited to the initial recovery/recoveries made from contractor's bills in respect of each of such exigencies taken individually and in isolated manner.

31.0 **DEWATERING :**

No separate payments for dewatering of sub-soil or surface water if required or removal of slush at any time during the construction work including monsoon period would be made by the Company and the rates quoted by the tenderer for various items deemed to be inclusive of cost of such dewatering removal of slush wherever necessary.

32.0 **EXECUTION OF WORK-**

**All items indicated in schedule 'B' or any item to be executed for completion of work under this contract shall be executed in accordance with specification laid down in PWD red book only.**

33.0 **ASSIGNMENTS :**

- 33.1 The whole of the works included in the contract shall be executed by the contractor and the Contractor shall not, directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein nor shall he take new partner without the written consent of the Superintending Engineer (civil), and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active supervision of the works during their progress.

- 33.2 If the contractor shall cause any part of the work to be performed by his approved sub-contractor, the provision of this contract shall apply to such sub-contractor and his or its officers, agents or employees in all respects as if he or it and they were employees for the main contractor, and the main contractor shall not in any manner hereby, be discharged from his obligations and liability hereunder for all loss and negligence of his sub-contract, his or its officers, agents and contractor. No. sub contract shall be made by to main contractor without the approval of the Superintending Engineer (civil). Copies of all such sub-contracts shall be furnished to the Superintending Engineer (civil).

34.0 **POWER TO VARY OR OMIT WORK :**

No alternations, amendments, omissions, additions, suspension, or variation of the work (hereinafter referred to as "Variations") under the contract as shown by the approved contract drawings or the specifications shall be made by the contractor except as directed in writing by the Engineer-in-charge but the Engineer-in-charge shall have full powers and subject to special conditions herein, from time to time during the execution of contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract and the contractor shall carry out such variations and be bound by the same conditions as far as applicable as though the said variations occurred in the specifications. If any suggested variations would be in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees, under the contract, he shall notify the Engineer thereof in writing, and the Engineer shall decide forthwith whether or not the same shall be carried out, and if the Engineer confirms his instructions, the contractor's obligations and guarantee shall be modified to such extent as may be justified. The difference of cost, if any, occasioned by any such variations, shall be added to or deducted from the contract price as is warranted. The amount of such difference, if any, shall be as certified and determined in accordance with the rates specified in the schedules of prices, so far as the same may be applicable and when the rates are not contained in the said schedules or are not applicable, they shall be settled by the Engineer -in-charge and contractor jointly, and in case of failure of agreement the decision of the Chief Engineer-in- charge shall be final and binding. In any case in which the contractor has received instructions from the Engineer-in-charge to carrying

out the work, which either then or later will, in the opinion of the contractor involve, a claim for an additional payment, the contractor shall, as soon as reasonably possible after the receipt of the instructions as

aforesaid. advise the Engineer-in-charge to that effect in writing and in any case within a month of receipt of such instructions, failing which the claim shall not be entertained.

35.0 **CO-ORDINATION MEETINGS :**

The contractor shall attend at his own cost, all the meetings with the Engineer-in-charge, periodical co-ordination meetings of various agencies at work arranged by the Company etc. The contractor shall attend such meetings as and when required and fully co-operate with such officers of the Company and agencies involved.



## MEMORANDUM OF WORKS

Tender specification No: **SEC/PUNE/T-48/2023-24**

**Name of work:** Providing chainlink fencing & Gate at 33/11 KV wadala substation for creation of store for staking of replaced material received for various scheme under o & m division Solapur Rural Taluka- North Solapur, Dist-Solapur.

Estimated Cost: - **Rs. 12,16,513.12/- (Rs. Twelve Lakh Sixteen Thousand Five Hundred Thirteen & Twelve Paise only)** (Excluding GST & Insurance).

**Notes:**

1. If the percentage variation of estimated rate is more than  $\pm 5\%$ . Detailed rate analysis should be submitted if so desired by the accepting authority.
2. If there is any discrepancy in figures and in words, the rate quoted in words will be considered.

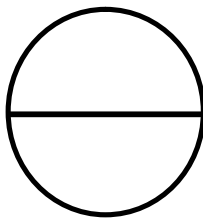
**Superintending Engineer (C)  
Civil Circle, MSEDCL, Pune.**

This is to confirm that, I have studied tender specifications and description of item in detail; I have made myself conversant with the site and working conditions.

I am ready to execute the above prescribed work with:

1. \_\_\_\_\_ % below (In words \_\_\_\_\_)
2. \_\_\_\_\_ At Par \_\_\_\_\_
3. \_\_\_\_\_ % above (In words \_\_\_\_\_) of the  
estimated cost.

**Contractor's dated Signature & Seal  
Name of the Contractor / firm & Address:**



**Opened on Dt.....at hrs.....**

Superintending Engineer (C).....

Executive Engineer(C).....

Addl. Ex. Engineer (C).....

Manager (F & A) .....

Assistant Auditor .....

**NOTE:-**

- 1) Strike out whichever is not applicable.
- 2) The percentage shall be filled in both words and figure unavoidable Correction if any shall be crossed out and rewritten and signed in full before submission of the tender.
- 3) The contractor signing the tender shall put his name as well as his address.

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**  
**CIVIL CIRCLE PUNE**  
**SCHEDULE 'B'**

**Name of work : Providing chainlink fencing & Gate at 33/11 KV wadala substation for creation of store for staking of replaced material received for various scheme under o & m division Solapur Rural Taluka- North Solapur, Dist-Solapur.**

<b>Item no</b>	<b>Description</b>	<b>Quantity</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>
<b>1</b>	Removing grass, gazer grass and disposing off out of building premises including making clean the ground by shovel and phavaras etc. complete.	<b>5200.00</b>	<b>6.00</b>	<b>Sqmt</b>	<b>31200.00</b>
<b>2</b>	Removing wire fencing with iron/ C.C. fencing post and stacking the materials as directed with all leads, lifts etc. complete.	<b>75.00</b>	<b>67.00</b>	<b>Rmt</b>	<b>5025.00</b>
<b>3</b>	Providing and erecting GI Chainlink fencing of 2.40 m ht with anticlimbing of 0.45 m with three rows of 12 gauge barbed wire. GI Chainlink of size 50 x 50 mm 10 gauge thick and fixing chainlink including with iron bar of 12 mm dia as hold fast with 8 mm vertical dowell bar with vertical MS angle of size 65 x 65 x6 mm ht 3.90 mm and at 3500 mm c/c and stay angles of 65 x 65 x6 mm at every tenth post /corner post and end post and embedded in concrete block of M10 of size 045.x0.45x0.6 mm along with 40 x 40 x 6 mm angleon top and bottom of chainlink fencing including primer and two coats of oil painting etc complete .	<b>310.00</b>	<b>3227.00</b>	<b>Rmt</b>	<b>1000370.00</b>
<b>4</b>	Providing and fabricating structural steel work in rolled sections like joists, channels, angles, tees etc. as per detailed design and drawings or as directed including cutting, fabricating, hoisting, erecting, fixing in position making riveted / bolted /welded connections without connecting plates, braces etc. and including one coat of anticorrosive paint and over it two coats of oil painting of approved quality and shade etc. complete	<b>0.09</b>	<b>101844.00</b>	<b>MT</b>	<b>9165.96</b>
<b>5</b>	Providing and fixing 50 mm. dia. medium class G.I.pipe gate with wicket gate of approved drawing with all fixtures and fittings in two leaves with strong hold fast embedded in c.c. block at top and bottom with locking arrangement including cutting, bending, making holes and with one coat of primer etc. complete.	<b>14.88</b>	<b>7257.00</b>	<b>Sqmt</b>	<b>107984.16</b>

Item no	Description	Quantity	Rate	Unit	Amount
6	Providing and laying in situ /Ready Mix cement concrete M-20 of trap / granite /quartzite/ gneiss metal for R.C.C. work in foundations like raft, strip foundations, grillage and footings of R.C.C. columns and steel stanchions etc. including bailing out water, Steel centering formwork, laying/pumping cover blocks, compaction and curing roughening the surface if special finish is to be provided (Excluding reinforcement and structural steel) etc. complete, with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade)	2.00	7703.00	Cumt	15406.00
7	Hireing Excavator (JCB ) with Driver & Helping Man Include Transportation, fuel (Disel) Cost. Having Bucket capacity 0.9 Cum for Exavation (note- Excavation done from JCB not measure in Excavation & no other amount paid for this )	8.00	1399.00	Hours	11192.00
8	Providing and fixing "Double Strand Barbed Wire " with all necessary fixtures including scaffoldong nails ,grippers, nut, bolt etc & other etc .	930.00	25.00	Rmt	23250.00
9	providing mandays for attending minor rectification work arising with the existing material with T & P including asstt. To above mason, Electrician, plumber with tools - Skilled , Carpenter I class skilled [ note : Quantity shall not be exceeded without prior permission of Executive Engineer ( Civil)]	10.00	677.00	Day	6770.00
10	providing mandays for attending minor rectification work arising with the existing material with T & P including asstt. To above Mazdoor -Unskilled heavy male/ female /Sweeper [ note : Quantity shall not be exceeded without prior permission of Executive Engineer ( Civil)]	10.00	615.00	Day	6150.00
<b>Total Estimated Cost Rs.</b>					<b>1216513.12</b>

**Superintending Engineer (Civil)**  
**Civil Circle Pune**

## LIST OF SERVICES

SR. NO.	SERVICE NAME	ACTIVITY NUMBER	UOM	SAC CODE	REQ. QTY	VERSION	MATERIAL TYPE
1	Civil Work General Services in NO	CIVIL_NO	Number	9954	1		null

## Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price Bid: MEMORANDUM OF WORKS	Price Section	Civil Work General	Price Bid: MEMORANDUM OF WORKS
2	List of Machinery ,tools, plant and labour.	Technical Section	Civil Work General	List of Machinery ,tools, plant and labour.
3	Experience Certificate /work completion of similar works as tender booklet	Technical Section	Civil Work General Services	Experience Certificate /work completion of similar works as tender booklet
4	Registration certificate with State/central PWD Central P.W.D./ Railways/BMC/SEBs /Power corporatio	Technical Section	Civil Work General Services	Registration certificate with State/central PWD Central P.W.D./ Railways/BMC/SEBs /Power corporations / NTPC
5	Forwarding Letter	Technical Section	Civil Work General	Forwarding Letter
6	Certified copy of partnership deed	Technical Section	Civil Work General	Certified copy of partnership deed
7	Average Annual financial turnover during the last 3 years, ending 31st March of the previous financi	Commercial Section		Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost
8	Copies of Income Tax return of last three financial years	Commercial Section		Copies of Income Tax return of last three financial years
9	PAN Card	Commercial Section		PAN Card
10	Goods & Service Tax (GST) certificate.	Commercial Section		Goods & Service Tax (GST) certificate.
11	Valid Solvency Certificate of Nationalized / scheduled Bank for amount of 25% of estimated cost.	Commercial Section		Valid Solvency Certificate of Nationalized / scheduled Bank for amount of 25% of estimated cost.
12	Positive net worth certificate of previous financial year by chartered accountant	Commercial Section		Positive net worth certificate of previous financial year by chartered accountant
13	Paid EMD (Earnest Money Deposit) receipt	Commercial Section		Paid EMD (Earnest Money Deposit) receipt