

## Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		30-11-2024 08:44:33
Tender Code	CEC/MSEBHCL/MUM/TECH/T-48/2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Annual Maintenance & Repairing of Water Pumps, Repairing & cleaning of Fans installed at MSEBHCL's Offices, staff quarters & guest houses in Greater Mumbai Area.	
Estimated Cost (In Lakhs)	10.09	
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	V R Chavan , 7506285363	
Pre-Qualifying Req	<p>Earnest Money Deposit Online Only- Please quote Online Invoice No. &amp; Date (No exemption for tender fee &amp; EMD will be given on NSIC, SSI &amp; MSME, Un-Employed Engineer, Berojgar Sanstha certificates, etc agency has to pay compulsory tender fee &amp; EMD, if unpaid it will be disqualified)</p> <p>2 Type of Concern : Whether the unit is Proprietary / Partnership / Private Ltd. or Limited Company, please furnished the documentary evidence for the same.</p> <p>3 The agency / Tenderer should have valid registration/License of Industries, Energy and Labour Department. – Valid electrical License.</p> <p>4 Past Performance: 1) Experience of having successfully</p>	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Civil Department	
Office Type	DIVISION	
Location Type	Bandra CCM Division	
Designation	Executive Engineer(Civil)	

Pre-Bid Meeting Address	Executive Engineer (Civil), HSBC, 4th Floor Fort, Mumbai-400001. TELEPHONE: 022-22608383 FAX 22619101 Email id : eecbandra@gmail.com Mobile No. 7506285363
Bid Opening Address	Executive Engineer (Civil), HSBC, 4th Floor Fort, Mumbai-400001. TELEPHONE: 022-22608383 FAX 22619101 Email id : eecbandra@gmail.com Mobile No. 7506285363
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	01-12-2024 01:00
Tender Sale End Date	16-12-2024 14:00
Bid Start Date	01-12-2024 02:00
Bid End Date	16-12-2024 17:00
Pre-Bid Meeting Date	01-12-2024 03:00
Techno-Commercial Bid opening on	16-12-2024 18:00
Price Bid opening on	16-12-2024 19:00
Annexure C1 Opening Date	NA
Winner Selection Date	16-12-2024 20:00
Can Bidder Opt EMD Exemption	N



CIN: U40100MH2005153649  
(Government of Maharashtra Undertaking)

**MAHARASHTRA STATE ELECTRICITY BOARD HOLDING COMPANY LTD  
CHIEF ENGINEER (CIVIL), MUMBAI.**

**Tender Specification No. CEC/MSEBHCL/MUM/TECH/T-48/2024-25**

Estimate Cost	Rs. 8,51,615 /-	(Excluding GST and Insurance)
	Rs. 10,09,163/-	(Including GST and Insurance)

**TENDER FOR**

**Name Of Work: - Annual Maintenance & Repairing of Water Pumps, Repairing & cleaning of Fans installed at MSEBHCL's Offices, staff quarters & guest houses in Greater Mumbai Area.**

**Tender submitted by M/s,**

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**Tenders Sale period on website: From 30.11.2024 to 16.12.2024 Up to 14.00 Hrs.**

**Date of Submission on or Before: 16.12.2024 up to 17: 00 Hrs.**

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

**E-tender link :- <https://etender.mahadiscom.in>**

**Office Of The Chief Engineer (C),  
Hong Kong Bank Bldg.  
4th Floor,  
M.G. Road, Fort,  
Mumbai- 400001**

**Contact Person Name: Executive  
Engineer (Civil), HSBC, 4<sup>th</sup> Floor Fort,  
Mumbai-400001.  
TELEPHONE: 022-22608383  
FAX 22619101  
Email id : [eeebandra@gmail.com](mailto:eeebandra@gmail.com)  
Mobile No. 7506285363**

**Price per copy – As per e-tender website  
(Non-Refundable)**

**MAHARASHTRA STATE ELECTRICITY BOARD HOLDING COMPANY LTD  
CHIEF ENGINEER (CIVIL), MUMBAI.**

**Name of work: - Annual Maintenance & Repairing of Water Pumps, Repairing & cleaning of Fans installed at MSEBHCL's Offices, staff quarters & guest houses in Greater Mumbai Area.**

**Check list**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Comments of the Tenderer</b>
1	Earnest Money Deposit Online Only- Please quote Online Invoice No. & Date (No exemption for tender fee & EMD will be given on NSIC, SSI & MSME, Un-Employed Engineer, Berojgar Sanstha certificates, etc agency has to pay compulsory tender fee & EMD, if unpaid it will be disqualified)	
2	Type of Concern : Whether the unit is Proprietary / Partnership / Private Ltd. or Limited Company, please furnished the documentary evidence for the same.	
3	The agency / Tenderer should have valid registration/License of Industries, Energy and Labour Department. – Valid electrical License.	
4	<p><b>Past Performance:</b></p> <p>1) Experience of having successfully completed similar work during <u>last 7 years</u> ending last day of month previous to the one in which applications are invited schedule be either of the following.</p> <p>a) Three similar completed tender works costing not less than the amount equal to 40% of the estimated cost.</p> <p style="text-align: center;"><b>Or</b></p> <p>b) Two similar completed tender works costing not less than the amount equal to 50% of the estimated cost.</p> <p style="text-align: center;"><b>Or</b></p> <p>c) One similar completed tender work costing not less than the amount equal to 80% of the estimated cost.</p> <p><b>Note: Definition of “similar work” means “works of pumps fans and electrical works of corporate office buildings/ Sub stations/ residential buildings etc.”</b></p> <p><u>(Please enclose a Scanned copy of original work done certificate (Shall include time limit, Date of starting, date of actual completion, amount of work done, F.Y. of bill paid, etc) issued by authority of the rank of Executive Engineer or equivalent and above of State/ Central Govt/ Semi-Govt.</u></p>	

Sr. No.	Particulars	Comments of the Tenderer
	<b><u>Departments/PSU, etc. ONLY WORK ORDER COPIES WILL NOT BE ACCEPTED IN ANY CASE )</u></b>	
5	GST Registration. (Please enclose a Scanned copy of original)	
6	Latest financial year Positive Net Worth certificate issued by Chartered Accountant with Unique Document Identification Number (UDIN). 1)For the A.Y. 2022-23only	
7	Pan Card (Please enclose a Scanned copy of original)	
8	Income Tax Return filed for last three (03) Assessment years. 1) A.Y.-2022-23, 2) A.Y.-2023-24 & 3) A.Y.-2024-25 only	
9	Scanned copy of original partnership deed in case of partnership firm and attested copies, memorandum, article of association and copy power of attorney in case of registered company.( if applicable)	
10	Average Turnover certificate of C.A. with Unique Document Identification Number (UDIN) for A.Y. years up to 30 % of tendered value 1) A.Y.-2022-23, 2) A.Y.-2023-24 & 3) A.Y.-2024-25 only	
11	Documentary proof of Office address.	
12	Contractor particular's sheet.	
13	Certificate of Registration under Provident Fund Act, 1952 (Please enclose a Scanned copy of original) along with latest ECR copy	

**Special Note ::**

1) Contractor's documents shall be scanned from the original documents with neat and clean scan copy must be uploaded in the **pdf file format only**. However, Zip file shall not be uploaded

2) It is advised to bidders to upload asked/requested documents at asked place only, avoid uploading unnecessary documents and exceeding of documents and creating confusion e.g. at work experience attach only work completion certificate only. Avoid attaching other documents such as GST, PF work orders, if found then bidder(s) will be dis-qualified and no further objections will be considered for further tender evaluation.

Signature of contractor  
(Mandatory Upload this page duly filled up)

**MAHARASHTRA STATE ELECTRICITY BOARD HOLDING COMPANY LTD.  
CHIEF ENGINEER (CIVIL) MUMBAI.**

**I N D E X**

**Name of work:- Annual Maintenance & Repairing of Water Pumps, Repairing & cleaning of Fans installed at MSEBHCL's Offices, staff quarters & guest houses in Greater Mumbai Area.**

**Tender Specification No. CEC/MSEBHCL/MUM/TECH/T-48/2024-25**

<b>Sr.No.</b>	<b>Description</b>	<b>Page no.</b>
1.	Instructions to Tenderers	6 to 15
2.	Proforma for Bio Data	16 to 17
3.	General Specification	18 to 21
4.	Technical Specification	22 to 27
5.	Special Conditions of Contract	28 to 47
6.	Agreement pro- forma	48 to 49
7.	RTGS format	50
8.	Annexures	51 to 60
9.	Schedule-B	61 to 62
10	Scope of works/services	63 to 64
11.		

**Percentage Price bid is separately attached**

**MAHARASHTRA STATE ELECTRICITY BOARD HOLDING COMPANY LTD.  
CHIEF ENGINEER (CIVIL), MUMBAI.**

**INSTRUCTIONS TO TENDERERS**

**Name Of Work: - Annual Maintenance & Repairing of Water Pumps, Repairing & cleaning of Fans installed at MSEBHCL's Offices, staff quarters & guest houses in Greater Mumbai Area.**

**Tender Specification No. CEC/MSEBHCL/MUM/TECH/T-48/2024-25**

**(ONLY THROUGH ELECTRONIC BIDDING SYSTEM)**

**1.0:** Digitally Secured and percentage rate BID are invited (pre-qualification bid and price bid) through electronic Bidding system (E-BID) in by the Chief Engineer (C) from reputed, experienced and registered contractors registered under appropriate class with Central or State Government / Semi Government Department and who are registered contractor under **MSEDCL** Online registration system for works and contracts and who fulfilled the pre-qualifying conditions.

**The pre-qualification bid (Techno Commercial bid) and price bid shall be uploaded separately.** Bidder shall verify that Technical Bid and Price Bid shall be uploaded separately. No any price bid document shall be uploaded in Technical Bid, else Bid will be rejected summarily. The price bid of contractors who fulfills the pre-qualification conditions shall only be opened.

**2.0: NAME OF THE WORK: Annual Maintenance & Repairing of Water Pumps, Repairing & cleaning of Fans installed at MSEBHCL's Offices, staff quarters & guest houses in Greater Mumbai Area.**

**3.0: BID PRICE:**

<b>Estimate Cost</b>	<b>Rs.8,51,615=00</b>	<b>(Excluding GST and Insurance)</b>
	<b>Rs. 10,09,163=00</b>	<b>(Including GST and Insurance)</b>

**4.0: TIME LIMIT: 12 Months**

**5.0: EARNEST MONEY DEPOSIT: Rs. 1 % of tender estimated cost to be pay online only.** (No exemption for tender fee & EMD will be given on NSIC, SSI & MSME, Un-Employed Engineer, Berojgar Sanstha certificates , etc agency has to pay compulsory tender fee & EMD, if unpaid it will be disqualified).

**6.0: PRE-QUALIFYING REQUIREMENTS**

1. Earnest Money Deposit Online Only-

Please quote Online Invoice No. & Date (No exemption for tender fee & EMD will be given on NSIC, SSI & MSME, Un-Employed Engineer, Berojgar Sanstha certificates, etc agency has to pay compulsory tender fee & EMD, if unpaid it will be disqualified)

2. Type of Concern :

Whether the unit is Proprietary / Partnership / Private Ltd. Or Limited Company, Please furnished the documentary evidence for the same.

3. Valid Registration certificate of State / central Govt. Dept. in appropriate class. PWD/CPWD/MES/Railway, CIDCO/ BMC(Please enclose a Scanned copy of original)

4. Experience of having successfully completed similar work during last 7 year ending last day of month previous to the one in which applications are invited schedule be either of the following.

i) Three similar completed tender works costing not less than the amount equal to 40% of the estimated cost.

Or

ii) Two similar completed tender works costing not less than the amount equal to 50% of the estimated cost.

Or

iii) One similar completed tender work costing not less than the amount equal to 80% of the estimated cost.

**Note: Definition of “similar work” means “works of pumps fans and electrical works of corporate office buildings/ Sub stations/ residential buildings etc.”**

(Please enclose a Scanned copy of original work done certificate (Shall include time limit, Date of starting, date of actual completion, amount of work done, F.Y. of bill paid, etc.) issued by authority of the rank of Executive Engineer or equivalent and above of State/ Central Govt/ Semi-Govt Departments/PSU, etc ONLY WORK ORDER COPIES WILL NOT BE ACCEPTED IN ANY CASE)

5. GST registration (Please enclose a Scanned copy of original)

6. Latest financial year Positive Net Worth certificate issued by Chartered Accountant with **Unique Document Identification Number (UDIN)**. 1) For the A.Y. 2022-23 only

7. PAN CARD (Please enclose a Scanned copy of original)

8. Income Tax Return filed for last three (03) Assessment years.
  - 1) A.Y. 2022-23,
  - 2) A.Y. 2023-24 &
  - 3) A.Y. 2024-25 Only
9. Scanned copy of original partnership deed in case of partnership firm and attested copies, memorandum, article of association and copy power of attorney in case of registered company. ( if applicable).
10. Average Turnover certificate of C.A. with **Unique Document Identification Number (UDIN)** for A.Y. years up to 30 % of tendered value
  - 1) A.Y. 2022-23,
  - 2)A.Y. 2023-24 &
  - 3)A.Y. 2024-25 Only
- 11.Documentary proof of Office address.
- 12.Contractor particular's sheet.
- 13.Certificate of Registration under Provident Fund Act, 1952 (Please enclose a Scanned copy of original) along with latest ECR copy

**(Note: Documents mentioned in 6.00 (1) to (13) and mentioned in check list both are compulsory to be submitted by agency duly filled.)**

**7.0** If required for verification of documents, this office may ask to produce the original copies of all required documents for verification. In case of any documents are expired the necessary **proof of renewal within prescribed time limit i.e challans/ receipt** shall be uploaded, failing which it will be treated as '**not submitted**'

**8.0** The completed BID documents should be uploaded along with necessary Certificate/Documents duly digitally signed. Bidders are requested to sign the bid documents (both technical & Commercial) through their own digital signature. If found any ambiguity, tender will be liable to reject, please note.

**9.0** The Bidder should upload the required document on MAHAVITRAN Website <http://www.mahadiscom.in> after fulfilling the pre-qualification criteria and after quoting of the rates.

**10.0** The right to reject any or all uploaded tenders without assigning any reasons whatsoever is reserved with undersigned.



**18.0** The contractor must arrange for transport of all materials and include such costs in the rates quoted by him for the finished work.

**19.0** 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, omissions, deductions or additions at the discretion of the Chief Engineer (C), MSEBHCL, Mumbai or his representative as put forth in the condition of contract.

**20.0** The earnest money will be forfeited to the Company, in case the successful tenderer after his tender has been accepted, refuses to remit the prescribed Security Deposit and to sign and complete the contract documents.

**21.0** 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 through email to you.

**22.0** The contractor will have to pay Security Deposit, amounting to 5% of the value of the contract in the form of DD OR BG (**From Nationalized Bank Only**) OR FDR OR Equivalent Govt. securities in favour of "M.S.E.B.H.C.L." Alternatively, if the contractor so desires, 2.5% of the contract value may be remitted in form of DD OR BG OR FDR or equivalent Govt. securities and the balance 2.5% by way of deductions from first two R.A. Bills at the discretion of Chief Engineer(C), MSEBHCL so that the full Security Deposit is recovered. The Security Deposit shall be refunded after satisfactory completion of entire work as well as the maintenance period.

**Additional Performance Security:**

**22.1** If the Bidder quote his offer below by more than 1.00% of the Bid cost of the Department and found L-1 then the Bidder should submit additional performance security deposit in form of **Demand Draft/ Fixed Deposit Receipt / Bank Guarantee** of any Nationalized Bank **within 10 days issue of LOI through email to this office** as mentioned below.

**22.2** If the Bidder quote his offer below by more than 1.00% up to 10% of the estimated cost put to bid then he should submit a demand draft /FDR/BG amounting to 1% of the Bid Cost (Including GST & Insurance) to the Employer towards Additional performance Security.

**22.3** if the Bidder quote his offer below by more than 10.00% up to 15% of the estimated cost put to bid then he should submit Additional Performance Security 1.00% for every additional percentage beyond 10.00% but up to 15% below percentage quoted, in addition to 1.00 % Additional Performance Security mentioned in clause 22.2 above in the form of Demand Draft/FDR/BG. (e.g. if the Bidder quotes his offer 14.00% below the estimated cost

put to Bid, then he should submit  $14.00\% - 10.00\% = 4.00\% + 1.00\% = 5.00\%$  amount of cost put to Bid as total additional Performance Security.)

**22.4** If the Bidder quote his offer below by more than 15% of the estimated cost put to tender /bid, then he should submit Additional Performance Security 2% for every additional Percent beyond 15% below percentage quoted , in addition to 1% +5% Additional Performance Security mentioned in Clause 22.2 and 22.3 above in the form of Demand Draft /FDR/BG.

(e.g. If the Bidder quote his offer at 19% below the estimate cost put to tender /bid then he should submit  $(19\% - 15\%) \times 2 = 8\% + 1\% + 5\% = 14\%$  amount of cost put to bid(Including GST & Insurance) as Total Additional Performance Security.)

If the Additional Performance Security required above is not submitted by the L-1 Bidder **within 10 days of issued of LOI through email to L1.** then the offer of L-2 Bidder will be considered , Provided he agrees to complete the work at the rate of L1 bidder quoted rate.

**22.5** The Additional Performance Security of the successful Bidder shall be returned immediately up to completion of defect liability period, the certificate of which shall be issued by the Engineer before releasing the Additional Performance Security.

Note: 1) For calculating amount of Additional Performance Security contractor's offer rounded up to two decimal point shall be considered.

**23.0** The successful tenderer will also have to execute an agreement with the Company in Company's standard Proforma. The cost of stamp paper shall be borne by the contractor.(The value of Stamp paper for agreement is Rs. 500/- up to ten lakh Plus Rs. 100 for every one lakh or part there of above Rs Ten Lakhs limited to 25.00 lakhs).

**24.0** Tenderers must submit the tender with the specification, drawings if any and Schedule of quantities and rates and other schedules duly signed through E-Tendering. Any tender not bearing signature of the tenderer on all the documents accompanying the tender is liable to be rejected.

**25.0** Tenderer which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to summary rejection.

**26.0** The tenderer is requested to visit the site of work and see for himself the site conditions regarding approaches, materials, water supply, labour etc. and all other matters affecting the work, before filling the rates. The tenderer is further requesting to study the specifications, the drawings and all other documents attached to the tender papers and then fill in the item rates/ percentage rates.

**27.0** The rates to be quoted shall be for finished work complete in every respect and shall include charges involved in maintenance of work.

**28.0** Submission of a tender by a tenderer implies that he has read these instructions and has made himself aware of the scope of work, specifications, the conditions of contract and the Company shall not therefore, pay any extra charges on any account in case the contractor finds later on to have misjudged the site conditions or specifications.

**29.0** In case of item rate tenders, specific rates shall be quoted for each item in the Schedule. The rates and amounts shall be written both in words and figures and the units in words. The tenderer shall also show the totals of each item and grand total of the whole contract. The tender documents shall be written legibly and free from erasures, over writing or conversions of figures. Corrections where unavoidable shall be made by crossing out, initialing dating and rewriting. The tenderer must return the tender specifications and schedules issued to him for the purpose even in case he submits his own typed abstracts. In case the tenderer desires to keep any copy for his record the would have to purchase a separate spare copy at rate already stipulated. The extra copy so issued shall be defined accordingly by inscription of words extra for reference on cover and the same shall not be accepted for submission.

**30.0** In the event of a discrepancy between the description in words and figures quoted by a tenderer the description in words shall prevail. In the event of an error occurring the "Amount" column of Schedule-B as a result of wrong application of the Unit, rate and / or quantity the unit rate shall be regarded as firm and "Amount" column shall be amended on the basis of such unit rates. All errors to totaling in the amount column and in carrying forward totals shall be corrected.

**31.0** The contract or any part thereof shall not be sublet without the written permission of the Chief Engineer (C), MSEBHCL, Mumbai. In respect of sub-letting of work in terms of labour contract, if any, shall be the sole responsibility of the Company's main contractor to guard that none of the requirements of "The Maharashtra Contract Labour (Regulation & Abolition) Act & Rules (1971) get infringed". – **If Applicable.**

**32.0** Tenders shall remain open for acceptance subject to the provisions of clause 17 above, for a period of 4 months from the date on which they are due for submission and during this period no tenderer shall be allowed to withdraw his tender. Any such withdrawal during the same period will entailed for forfeiture of the Earnest Money Deposited by the tenderer.

**33.0** Further information required, if any, can be obtained from the Office of the Chief Engineer (C), MSEBHCL or Executive Engineer (Civil), C. C. M. Division, 4<sup>th</sup> Floor, HSBC, Fort, Mumbai-400001. It must be clearly understood that the tender must be uploaded complete in all respect within due date and time.

**34.0** The rates quoted by the Contractor for the several items are deemed to include all taxes if any, paid by the Contractor.

**35.0** Contractor should produce the certificate regarding registration under Contract Labor Act 1970. – **If applicable**

**36.0** GST as per Govt. Circular will be applicable. Any variation regarding GST % calculation as per final decision of Competent Authority, % of GST to be recovered from bill will be binding to you & same will be accounted for your any outstanding payment

**37.0** GST TDS:-GST TDS @ 2 % will be deducted from base value, if applicable as per MSEDCL circular No. MSEDCL/Taxcell/GSTTDS/1735 Dt. 28.09.2018.

**38.0 Income Tax:** In accordance with provision made under Section 194 (C) of Finance Act 1972, deduction of Income Tax at a source at prevailing rate on gross amount payable to you under this contract shall be effected from your bill. Such deduction shall not be made in the event of your being able to produce necessary exemption certificate from Competent Authority of Income Tax .Department.

**39.0** This “Instructions to Tenderers” shall form part of the contract.

**40.0** Conditional tenders shall not be accepted in any case.

**41.0** All the material to be used shall be get approved from the Engineer in charge prior to use at work.

**42.0** 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.

**43.0** GST: - The work order value as stated in schedule B includes GST.

**44.0** The bidders should visit the site before quoting the rates and submitting the tender.

**45.0** The right to reject any or all BIDs without assigning any reason whatsoever is Reserved by the Company.

**46.0** Price Escalation clause will not be applicable to this tender irrespective of time limit.

**47.0** Tender document uploaded by the contractor shall be true and if any of tender document found to be forged at any stage of tendering; contractor/agency/ bidder/owner is solely responsible

for this criminal practice and he is eligible for immediate blacklisting for 10 years, forfeiture of Security deposits / Additional performance securities/ Earnest Money Deposits, etc for this tender as well as all the other tenders/quotations of this office for which forged document(s) used. Also, contractor/agency/ bidder/owner is eligible for legal actions as per the court of law and MSEDCL's/MSEBHCL's standard practices towards document forgery case.

**48.0** Right to relax any pre-qualifying condition for free and fair competition in the interest of the Company, is reserved with the Competent Authority.

**49.0** The terms and conditions stated above are not exhaustive. All the terms and conditions stipulated in the standard terms and conditions for works also form part of the tender conditions and the Bidders are bound to accept the same. If any condition appearing above contradicts the standard terms and conditions for works, the above said conditions will supersede the standard conditions

**50.0** The Bidder shall keep the Company indemnified against all claims arising out of this agreement Including any loss, theft or damage to the life and/or Property of the employee of the Company and/or the Property of the Company caused by the fault Negligence or lapse on the part of the Bidder or Any of his persons/agents.

Chief Engineer (C)  
MSEBHCL, Mumbai.

**MAHARASHTRA STATE ELECTRICITY BOARD HOLDING COMPANY LTD.  
CHIEF ENGINEER (CIVIL), MUMBAI.**

**CONTRACTORS PARTICULARS (To be uploaded compulsorily in Technical Bid)**

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**Tender specification No. CEC/MSEBHCL/MUM/TECH/T-48/2024-25**

**Name of work: Annual Maintenance & Repairing of Water Pumps, Repairing & cleaning of Fans installed at MSEBHCL's Offices, staff quarters & guest houses in Greater Mumbai Area.**

1. Name of the firm & Postal Address :
2. Telegraphic Address :
3. Telephone No. :
4. Constitution of firm :  
(Whether Ltd.Co. Partnership or  
Proprietary concern) and year of  
Constitution.
5. Name of the main partners :1)  
in case of partnership or 2)  
of the constitution 3)  
4)
6. Name of Manager or Managing :  
Partner/Director
7. Standing in Business (Date :  
Of Establishment.
8. Details of Tools, Plants :  
And equipment's available
9. Name of your important Customers :  
(Details of commencement and  
Completion including cost of work

And period)

10. Annual turnover of firm :  
in Rs.
11. Whether your firm is registered under :  
Municipal Act and/or Maharashtra  
Government shops and Establishment  
Act.
12. PAN card :
13. Bankers (Details of Bank A/c No., etc ) :
14. GST Registration No. :
15. Mobile No. :
16. Registration under **Provident Fund** Act, 1952 :
17. E-mail id. :

NOTE:

I/We hereby certify that my/our firm has not been disqualified/blacklisted by any Office/State or Central Government Department/Undertaking of Government of India/Government of Maharashtra at any time for above services.

Signature & Sealed stamp of the Contractor

Place:

Date:

**MAHARASHTRA STATE ELECTRICITY BOARD HOLDING COMPANY LTD.**  
**CHIEF ENGINEER (CIVIL), MSEBHCL**  
**- General Specification -**

**1.1** The contract documents consists of the Agreement, the General Conditions of the Contract, specifications and bills of quantities including all modifications thereof incorporated in the document before the execution and the Contract Drawings prepared by the Architect from time to time. These form the contract. This specification, drawings and all contract documents describe and define the requirements for subjected work.

**2.1** Definitions of terms used in this specification are as follows.

**2.1.1** " Engineer " shall mean the Engineer in charge of the work duly appointed by the company to supervise the work on behalf of the company. The " Engineer " shall also include any staff member of the company who is designated by the company / Engineer in charge to execute on its / his behalf such portion of work as may have been allocated for inspection to the said staff member.

**2.1.2** "Contractor " shall mean the tenderer to whom the contract is awarded.

**2.1.3** " Contract " shall mean if there is formal agreement, that agreement, the schedules thereto and this specification signed and submitted by the contractor to the company and accepted by the company in writing. Also the drawings supplied by the company to the contractor prior to submitting tender together with this specification and any subsequent documents agreed between the Company and the Contractor.

1. Works imputing persons include firms and corporations, words imputing the singular only include the plural and vice versa, where the context so requires.
2. Company` or `Board ` or `owner ` means Maharashtra State Electricity Board Holding Company Ltd.
3. `Committee ` means a committee formed by MSEB Holding Co ltd for implementation of project.
4. The Site" shall mean the site of the contract work including any building and erections thereon and any other land allotted by the owner for contractor's use.
5. Scope of work :

The work covered shall consist of **Annual Maintenance & Repairing of Water Pumps, Repairing & cleaning of Fans installed at MSEBHCL's Offices, staff quarters & guest houses in Greater Mumbai Area.**

including all works fully described in schedule `B`

**5.1** The above list is neither complete nor exhaustive and the scope of work under this specification shall deem to cover such other related works falling within the description of items under Schedule `B`, though not specifically included.

**5.2** It is the intent of this tender that the unit rates shall include all taxes, materials , equipment, fixtures, labor, construction plant, temporary works and everything whether of a permanent or of a temporary nature necessary for the completion of the job in all respects except for such of those items specifically stated to be furnished by the company.

**5.3** Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

**5.4** The contractor shall keep one copy of the Specifications, Descriptive schedule or other like document referred to in this contract and one copy of the Contract Drawing and such other drawings and details supplied to him from time to time upon the site so as to be available to the Engineer- in Charge or Architect or their representative at all reasonable times. None of the documents herein before mentioned shall be used by the Contractor for any purpose other than this.

**The company will furnish within the Building site area the following services under the conditions described below.**

- i) Electric power and water supply in accordance with the special conditions of contract stated under clause No.5 & 06 of this tender booklet.
- ii) The drawings as per index are enclosed for contractor's reference only as they are very preliminary in nature. Also these drawings do not indicate any of the various, details such as bolt holes, sleeves, fittings , fixtures , inserts, reinforcement etc. The quoted rates should however be good for the final design and drawings to be issued later.
- iii) The company reserves the right to change the plans, alter locations, delete portions, of the work prior to or during construction if it considers it necessary. Contractor will have no claim on the Company on this account except that he will be reimbursed by the company for actual work carried out prior to such change.

- iv) The contractor will have to proceed with the work as and when the drawings are released for construction by the company. The contractor will have to adjust his construction program to suit the issue of drawings. No claims for any such adjustment will be entertained. It shall be specifically noted by the tenderer that the company will release the drawings for construction progressively.
- v) In general the Drawings shall indicate dimensions, position and type of construction; the specifications shall indicate the qualities and the methods; and the Bill of Quantities shall indicate the quantum and the rate for each item of work. Any work indicated on the Drawings and not mentioned in the Specification or vice versa shall be furnished as though fully set forth in both. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed, marked or specified.
- vi) The Contractor's work shall not deviate from the Drawings and the Specifications. The Company's interpretation of these documents shall be final and without appeal.
- vii) Errors or inconsistencies discovered in the Drawings and the Specifications shall be promptly brought to the attention of the Architect, through the Engineer – In Charge of works, for interpretation or correction. Local conditions which may affect the work shall likewise be brought to the owner's attention. If at any time, it is discovered that work is being done which is not in accordance with the Contract Drawings and Specifications, the Contractor shall correct the work immediately. Corrections of defective work shall not be a basis for any claim for extension of time. The Contractor shall not carry on work except with the knowledge of the Engineer – In Charge
- viii) Figured dimensions on the scale Drawings and large size details shall govern. Large size details shall take precedence over small scale drawings. Any work done before receipt of such details, if not in accordance with the same be removed and replaced or adjusted, as directed by the Contractor without expense to the owner. The general conditions apply with equal force to all the work including authorized extra works.
- ix) All drawings, Bill of Quantities and Specifications and copies thereof furnished by the company are their property. They shall not be used on any other work and shall be returned to the owner/Architect at their request on completion or termination of the Contract.

**6.1** Time is essence of this contract. The work listed in Schedule B and covered under the scope of work shall be completed in all respects within the time schedule.

**6.2** In case the works covered under this contract are not completed within the time specified, the contractor is liable to pay penalty as specified in Clause No.6.3 below.

### 6.3 Penalty Clause :

Following penalty clause will be applicable for this contract.

**Penalty shall be applicable at the rate of half of one percent of the unfinished work per week or part of week for delay, subject, however, to the total penalty being limited to the extent of 10 (ten) percent of the entire contract amount. In the event of failure of the contractor to deliver the goods/services/works within the time limit, the company reserves the right to terminate the contract at any period during the currency of the contract and get the work done by another agency of company's choice.**

Such removal of works from the contractor's hand, shall be applicable either to the contract entirely or to a portion of work as is found necessary for execution by Company on top priority basis. Further, above indication should not in any manner be construed to limit the company's right to issue seven day's notice to the contractor for any portion of work and get it done at his risk and cost through any other agency as stated in the tender specification.

The penalty clause shall be applicable if the delay, in completion and handing over the work over the time bound, completion program set by the Engineer in charge, hinders or effects program. The decision of the competent authority of Company in this respect is final and binding upon the contractor.

The contractor shall carefully study the work to be carried out at different locations and at different elevations and shall take into account all factors such as shuttering, staging, shoring, de-watering, if any transport of materials to work site, sequence of constructions as fixed by the Engineer from time to time etc. and allow for all such exigencies in the percentage rate quoted by him.

The work shall be carried out as per the standard specifications of B&C Department, Government of Maharashtra and as per the directives of Chief Engineer (C) or his authorized representatives. Work of sub standard nature shall be removed at the risk and cost of the contractor. Unless otherwise specified the mode of measurement etc. shall be as per B&C Department's Standard Specifications.

The quantities of work involved are shown in the schedule of quantities and it shall be very clearly understood that the quantities are only approximate and are meant for purpose of tender comparison only and no claim whatsoever will be entertained by the company if the quantity increases or decreases.

Chief Engineer (C)  
MSEBHCL, Mumbai.

**MAHARASHTRA STATE ELECTRICITY BOARD HOLDING COMPANY LTD.  
CHIEF ENGINEER (CIVIL), MUMBAI.**

**TECHNICAL SPECIFICATIONS**

**A - GENERAL :**

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**1.00 CO-ORDINATION :**

Work shall be carried out in conformity with the specifications, accompanying drawings and with the requirements of the general architectural , interior and structural plans. After approval by the Engineer in Charge the contractor shall be responsible for taking actual measurements at site and varying the work in detail if required to meet the site conditions. Such deviations shall however be subject to the approval of the Engineer and Architect.

The contractor shall also co-operate with the other contractors, compare plans, specification and time schedules and so arrange his work that there will be no interference. The contractor shall forward to the Engineer copies of all correspondence and drawings so exchanged. Failure to check plans and conditions will render the contractor responsible for bearing the cost of any subsequent change found necessary

**2.00 BYE-LAWS :**

**2.10** . The contractor shall comply with all bye-laws and regulations of local and other statutory authorities having jurisdictions over the works and shall be responsible for the payment of all fees and other charges and giving and receiving of all necessary notices and keep the Engineer / Architects informed of the said compliance with the Bye-Laws, payments made, notices issued and received.

**2.30** The contractor shall indemnify the employer against all claims in respect of patent rights, design, trademarks or name or other protected rights in respect of any plant, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto the contractor shall defend all actions arising from such claims and shall himself pay all royalties, licensees fees, damages, costs and charges of all and very sort that may be legally in respect thereof.

**3.00 EQUIPMENT, MATERIAL & WORKMANSHIP**

Good workmanship is an essential requirement for compliance with the clauses in these specification. The work shall be carried out under the direct supervision of a person holding a certificate of competency issued by the local Government, for the type of work involved, employed by the Contractor who shall rectify then and there the defects pointed out during the progress of work.

#### **4.00 CODES/STANDARDS:**

**4.10** The Entire installation shall be carried out as per latest.

- a) Standard Book of PWD
- b) Indian Bureau of Standards.

**5.00** All the materials, equipment and accessories etc. shall be approved make and design. The material not covered by the list of materials enclosed/ specified in the items shall also be subject to the approval of the Employer and samples shall be furnished on demand.

**6.00.** The contractor shall examine all Architectural / interior and other drawings before starting the work and report any discrepancies which in his opinion appear on them and get them clarified, he shall not be entitled to any extras for omissions or defects in drawings or when they conflict with other work.

**7.00.** The price escalation is not applicable to this contract.

**8.00.** The cost of cutting holes and making chases for installation of the Equipments/ electrical infrastructure & making damages good shall include in the various items of work and nothing extra shall be paid on this account, unless otherwise specified.

**8.10** Reinforcing steel bar bending schedules shall if requested by the Owner / Architect be furnished at least fifteen days prior to the fabrication of the reinforcement.- **NA**

**8.20** Any error in description or in quantity or omission of items from the Contract Bills shall not vitiate this Contract but shall be corrected and deemed to be a variation required by the Owner

#### **9.00 PROGRAMME OF WORK & PROGRESS REPORT :**

The contractor shall submit within 7 days from the date of acceptance of the tender, detailed schedules showing the program and order in which the contractor progress to

carry out the work with dates and estimated completion times for various parts of the work in the form of bar charts.

**10.00.** Such schedule shall be approved by the employer before stating the work and shall be binding on the Contractor. The contractor shall furnish fortnightly or other periodical reports, in consultation with the employer.

**11.00 CONTRACTOR'S REPRESENTATIVE:**

**11.10.** The contractor shall employ the qualified representative whose name shall have previously been communicated in writing to the employer and approved by him to supervise the erection. Any written order or instructions given to the representative shall be deemed to have been given to the contractor. The employer shall be at liberty to object to any particular representative or any person employed by the contractor on the work and the contractor shall remove the person objected to on receipt from the Engineer in writing, a request requiring him to do so and shall provide in his place another competent representative acceptable to the employer.

**12.00.** The contractor shall employ a competent, qualified, full time Supervisor to direct the work of installation in accordance with the drawings and specifications. The Supervisor shall be available at all times on the site to receive instructions from the employer in the day to day activities throughout the duration of the contract. The supervisor shall co-relate the progress of the work in conjunction with all the relevant requirements of the local authority.

**13.00 WORK AT SITE:**

The contract shall obey central, local and state regulations and enactment pertaining to workmen and labor and owner shall have the right to enquire into and decide all complaints on such matters.

**14.00 GUARANTEE AND DEFECTS LIABILITY PERIOD:**

The contractor shall guarantee that all equipment/ materials used shall be free of any defect either due to defective material and bad workmanship and that the equipment/ materials shall operate satisfactorily and the performance and efficiencies of the equipment/materials shall not be less than the guarantee involved. The guarantee shall be valid for a period of 6 months ( Excluding LED luminaries which is 12 months) after taking over and any parts found defective shall be replaced free of all costs by the contractor.

**15.00.** Watch and ward in respect of all plants, machinery and materials at site for use in work shall be the contractor's sole responsibility.

**16.00.** During execution of works the contractor must check his work with the drawings. The contractor shall be responsible for all the errors in this connection and will have to rectify all defects at his own cost, failing which the employer reserves all right to get the same rectified at the risk and cost of the contractor.

**17.00.** The contractor shall clear the site of works as per the instructions of Company. / Architects. The site of works shall be cleared of all men, materials etc. belonging to the contractor. The site shall be delivered in a broom clean and neat condition immediately after the job is completed. In case of failure by the contractor, the employer shall have the right to get the site cleared at the risk and cost of the contractor.

**18.00** Wherever required the contractor shall be instructed for erecting items sample, or makeup, as the case may be, and upon approval of the same, the items shall be fabricated and completed by the contractor (with or without modifications as per instructions). The contractor shall required to take written permission / approval before starting any new item.

**19.00** In the event of the work being executed day & night and on holidays, which might be required for the completion of the work within the stipulated time.

**20.00** The contractor or his representatives should obey the instructions issued from time to time and sign all the memos issued by the company.

**21.00** The contractor and / or his authorized representative will attend all the meetings whenever called for and the decisions taken in the meeting will be binding on the contractor.

**22.00** In case the local authorities such as BMC, CFO & BEST raise objections in matters water / electricity consumption, debris disposal etc., the contractors shall solve the matter at their end, without involving or putting financial liability on the company.

If permission is not obtained on time schedule and if the municipal concerned departments arrives on site for inspection and issues us the NOTICE either on phone or in writing, company shall not inform the contractor neither discuss the issue or reasons whatsoever with the contractor for not obtaining the permission, Company , shall pay the necessary penalty charged by concerned authorities or appoint any outside agency immediately to solve the matter for obtaining necessary relevant permissions for non-stopping of work in whatsoever condition and shall pay their fees along with the premium, and the said amount shall be paid on behalf of the contractor by Company , to the concerned party without prior notice to the contractor to solve the matter at the earliest and the amount shall be deducted either from his running bill or final bill whichever stage the problem arises.

**23.00.**The contractor at the site of his work at the place or places shown to him shall maintain the following facilities:-

- a. Printed time schedule or Pert/Bar chart displayed properly.
- b. All the drawings, which will be given to him for execution of the work duly fixed on soft board, etc. The contractor shall keep all the drawings in proper condition and will not be permitted to remove the same from the site of work for any reasons whatsoever. They shall be available for inspection at all times by the Architect and his authorized representatives and Company / Company`s representatives.
- d. 100 ft. & one 50 ft. steel measuring tape with ISI stamped certificate and two 10 ft. stock tapes, box of chalk for marking.
- e. Measurement books, copies of bills of work due or certified, site instruction book, registered etc.

**24.00** The Company or their consultant or their authorized representatives shall have full power for inspecting the work at the contractor's workshop or at any place from which the materials is obtained. Acceptance of any material shall in no way relieve the contractor of his responsibility of best material and workmanship. The tests and / or analysis shall be done in the laboratory approved by the Company and the contractor shall permit the Company and / or the Architects any of the tests and / or analysis. The cost per tests will have to be borne by the contractor.

**25.00 FIRE INSURANCE:-**

Unless, otherwise instructed by the Company, the contractor shall on signing the contract, insure the above works and keep them insured up to one month after the virtual completion of the contractor against loss or damage by fire and/or earthquake by taking out a policy of Insurance from the office approved by the Company in the joint names of the Company and the contractor for full value of contract plus 04% to cover the consultant's fees. Such policy shall cover the property of the Company only and consultant's fees in connection with his services generally in the reinstatement and shall not cover any property of contractor on any sub-contractor or employees. The contractor shall deposit the policy and receipt for the premium with the Owner within 15 days from the date of signing the contract, unless otherwise instructed by the Owner. In default to the contractor insuring as provided above, the Owner on behalf of contractor may arranged the insurance policy and may deduct the premium said from the money due or which may become due to the contractor. As soon as the claim under the policy is settled or the work reinstalled by the Insurance Officer should they elect to do so, the contractor shall proceed with all due diligence with completion of the

works and in the same manner as though the fire had not occurred and in all respects under the same conditions of the contract. The contractor in case of building or reinstatement after the fire shall be entitled to such extension of time for the completion as may be mutually agreed upon by the Owner and the Contractor.

#### **26.00 PHOTOGRAPHS:-**

The contractor shall throughout the period of the contract take all practicable steps to ensure that no photographs of the site or of the works or any part thereof or anything therein are taken except with the permission in writing of the Company and no such photographs are published or otherwise circulated without such permission.

**MAHARASHTRA STATE ELECTRICITY BOARD HOLDING COMPANY LTD.  
CHIEF ENGINEER (CIVIL), MUMBAI**

**Special Conditions of contract**

These supplements of special conditions of contract the instructions to Tenderers and the General Conditions of Contract as applicable to work contract shall be considered as part of the documents. Where the provisions of these special conditions are at variance with the General conditions of contract, these conditions shall prevail.

**1. DEFINITIONS AND INTERPRETATIONS.**

- a. "Engineer" shall mean the Engineer in charge of the work duly appointed by the Company to supervise the work on behalf of the Company. The " Engineer " shall also include any staff member of the Company who is designated by the Company / Engineer in charge to execute on its / his behalf such portion of work as may have been allocated for inspection to the said staff member.
- b. "Contractor" is the successful tenderer who is awarded the contract by the owner to perform the works covered by the contract and shall deem to include the contractor's successors, heirs, executors, administrators, representatives or assigns approved by the owner.
- c. "Contract " means the document forming Notice Inviting Tenders, Tender Form, General 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 contract agreement along with acceptance of the contract thereof together.
- d. "Works"/"Contract Work" means the works or the work contracted and to be executed by the contractor in accordance with the contract.
- e. "Company" implies "Maharashtra State Electricity Board Holding Company Ltd. (M.S.E.B. Holding Co. Ltd In the entire tender document "CO." may also be read as Company.

**Scope of Work : Annual Maintenance & Repairing of Water Pumps, Repairing & cleaning of Fans installed at MSEBHCL's Offices, staff quarters & guest houses in Greater Mumbai Area.**

**Location of work: MSEBHCL's Offices, staff quarters & guest houses in Greater Mumbai Area.**

**2. Period of completion: The total period of work is 12 Months from the date of handing over the site.**

**3. Security Deposit & Additional Performance Security :**

The contractor will have to pay Security Deposit amounting to 5% of contract value as stated in this tender document. Also refer the Additional Performance Security clause-22 of "INSTRUCTIONS TO TENDERERS" of this tender.

**4. Water Supply - NA**

The water shall be provided on chargeable basis 0.25% of contract value. If applicable

**5. Electrical Energy - NA**

The electricity shall be provided on chargeable basis 0.50% of contract value. If applicable.

**6. Tools, Plants and Machinery:**

All tools and plants required for the work shall be brought by the contractor to the site. Contractor shall give separate list of tools and plants to be deployed in the work along with the tender documents.

**7. Royalties etc.:-**

All charges, such as Sales Tax, royalties, octroi and other duties for materials obtained for the works and of fabricated materials, if any, shall be borne by the contractor as also all tolls, local and other taxes etc. Royalties for material removed shall be payable by the contractor. All amounts due to this account (royalties' taxes etc.) shall be paid directly to the Authorities concerned by the contractor, or if not paid will be recoverable from the money due to contractor, if so required by the authorities. The contractor will not be entitled to any refund on this account. However service tax is paid to the Government against this contract will be reimbursed on submission original receipts.

#### **8. Time is the essence of contract:**

Time being the essence of the contract, the various items of work shall be carried out strictly as per the frequency decided or as directed by the Engineer-in-Charge or his authorized representative.

#### **9. Working hours:**

The working hours shall be fixed by the Engineer-in-charge shall be different for different locations.

#### **12. Suitability of Technical and Skilled Personal:**

The contractor shall keep full time qualified and expert's personnel in the House keeping field at site. The representative at site shall be fully authorized to receive and comply with such instructions as are given by the Engineer in charge. The names of the personnel with their qualification and experience shall be intimated by the contractor. If and when the Personnel is changed the name and qualifications and experience of the new incumbent shall also be immediately reported to the Engineer-in-charge.

The contractor shall also provide the required number of skilled and unskilled workmen for each class of work and the Engineer in charge shall have the right to satisfy the removal of any personnel skilled or unskilled workmen who in his opinion is considered to cause bad workmanship in the execution of the work or to cause indiscipline.

#### **13. Security Regulations:**

The contractor shall strictly comply with the Security Regulations in force at Site.

#### **14. Subletting of Contract:**

The contract or any part thereof shall not be assigned or sublet without the written permission of the Chief Engineer (Civil), MSEBHCL, 4<sup>th</sup> floor, HSBC, Fort, Mumbai-400001. 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.

#### **15. Damage to works:**

The works 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 complete 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 or damage and in the event of the same or any part thereof being lost or damaged he shall forthwith reinstate and make good such loss or damage at his own cost.

#### **16 Bills and Payments:**

R A bills / final bills is to be submitted to the office for Executive Engineer (civil) / Addl. Executive Engineer (Electrical) EMW Bandra after satisfactory completion of work. Payment will be made by crossed cheque / RTGS / NEFT only as and when funds available to this office and no extra Claim shall be entertain due to differed payment.

#### **17. Death, Bankruptcy, Breach of Contract etc.:**

Should the contractor die or become insolvent or bankrupt 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 and the Company may in that event complete 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.

#### **18. Instructions:**

The contractor shall execute all the work according to the specifications / instructions even though such works are not specifically shown or described therein. The contractor shall carry out the work in every respect in accordance with the directions and to the satisfaction of Engineer in charge.

The contractor shall forthwith comply and duly execute any work comprised in the said instructions provided, always, that verbal instructions, directions and explanations given to the contractor shall if involving any variations, be confirmed in the matter by the contractor within 14 days from insurance of such instructions.

**19. Reductions from contract price:**

The amount of any costs, damages or 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 or becoming due by the Company to the contractor under the same or any other contract, without prejudice to the Company's rights to recover the same by ordinary progress of law.

**20. Certificate not to effect 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 works 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 on 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 of the payment of damages whether due, ascertained or certified or not or any sum against the payment of which he is bound to indemnify the Company nor shall any sum paid on account or otherwise affect or prejudice the obligations of the contractors to the Company.

**21. 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 hereof and such powers shall, notwithstanding, be exercisable, in case the default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation and the liability of the contractor for past and future compensation shall remain unaffected.

**22 Power to vary or omit work:**

No alterations, amendments, omissions, additions, suspension or variations of the work (therein after 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 condition 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 occupied in the specifications.

If any suggested variations would in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations, or guarantee 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 guarantees 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 the case may require. The amount of such difference, if any shall be ascertained and determined in accordance with rates specified in the Schedule of prices, so far as the same may be applicable and where 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.

In any case in which the contractor has received instructions from the Engineer in charge as 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 of aforesaid, advise the Engineer in charge to that effect in writing and in any case within a month of receipt of such instructions.

### **23. Contract and Labour Act:**

The contractor shall abide himself and fulfill all obligations 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 this contract at the time of tendering, his tender is not likely to be considered. Even after award of the contract, at any stage 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 action taken suitably in accordance with the terms of the contract.

### **24. Arbitration clause:**

#### **a. The matters to be determine by the Chief Engineer:**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the C. E. and the C. E. shall (within 120 days) after receipt of the contractor's representation make and notify decisions of all matters referred to by the contractor in writing.

**b. Demand for Arbitration:**

- i)** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, the dispute or difference on any account or as to the withholding by MSEBHCL. of any certificate to which the contractor may claim to be entitled to or if the C. E. fails to make a decision (within 120 days). then and in any such case, the contractor (after 120 days) but within (180 days) of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference to be referred to arbitration.
- ii)** The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute(s) or difference (s) in respect of which the demand has been made, together with counter claims or set off, shall be referred to arbitration and other matters shall not be included in the reference.
- a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Company.
- b) The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim  
Within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- c) The Company shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from the Tribunal thereafter unless otherwise extension has been granted by the Tribunal.

  - iii)** No new claim shall be added during the proceedings by either party. However a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
  - iv)** If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Company, that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Company shall be discharged and released of all liabilities under the contract in respect of these claims.

**c. 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.

In cases where the total value of all claims in question added together does not exceed Rs. 1, 00, 00,000/- (Rs. One Crore) the Arbitrate 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 the 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/- (Rs. One Crore) as above, the Arbitral Tribunal shall consist of panel of 3 serving or retired officers of MSEBHCL. /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 arbitrator(s).
- 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./MSEBHCL. shall draw fees at half of the rates 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 finalized within one year from the date of appointment of arbitrators.
- xiii) Subject to the provisions as aforesaid, Arbitration & Conciliation Act, 1996 and the rules there under, and any statutory notification thereof shall apply to the arbitration proceedings under this clause.

## **25. Inspection:**

The Engineer in charge or his authorized representative shall have full liberty at all times to visit, inspect, examine and test workmanship and material and may reject any all workmanship which may be defective and remove such personnel's which may cause defective workmanship.

## **26. Damage to the other structures and plant:**

The contractor shall be totally held responsible for any loss or damages, caused by any act of the contractors labour or his sub-contractors labour or his sub-contractor's labour 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.

In such cases, the amount in respect of loss or damage, as decided by the Company which shall be considering as final and binding in the contract, shall stand recoverable from any payment 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, dues on this and other contractors and balance payments for enabling the Company to recover full extend of such amount.

## **27. Compliance with Government/Local/MSEDCL/MSEBHCL Regulations:**

The contractor must ensure strict adherence to all the safety regulations of MSEDCL/MSEBHCL. and should execute every job with due care and caution and strictly observe all the recognized safe practices in doing the job. Whatever equipment the contractor might bring in the premises, in pursuance of execution of his job such as scaffolding materials, ladders, etc., must be strong, rigid and safe for his employees to stand on, climb and work. Personal protective equipment such as safety belts and other equipments as found necessary for protection of life and limbs of Contractors employees will have to be provided by

Contractor or his Supervisor, this will be considered as a serious violation of the main contract terms and will be dealt with by MSEDCL/MSEBHCL... in the manner laid down for serious violation of such terms. It would be open for the MSEDCL/MSEBHCL. to terminate all future contracts with any contractor who has been violating this safety clause three times in a year.

MSEDCL/MSEBHCL. will not be responsible for any injury sustained by the Contractor's workers during the performance of the above Contract, for any damages or compensation due to any dispute between Contractor and his workers. All liabilities arising out of any provisions of labour Acts/Enactments hereto in force shall be of Contractor's responsibility. Any expenditure incurred by the MSEDCL/MSEBHCL to face the situation arising out of the negligence of the contractor and will be recovered from his dues and running bills.

## **28. Penalty:**

Following penalty clause will be applicable for this contract.

Penalty shall be applicable at the rate of half of one percent of the unfinished work per week or part of week for delay, subject, however, to the total penalty being limited to the extent of 10 (ten) percent of the entire contract amount. In the event of failure of the contractor to deliver /complete the work within the time limit, the company reserves the right to terminate the contract at any period during the currency of the contract and get the work done by another agency of company's choice.

Such removal of works from the contractor's hand, shall be applicable either to the contract entirely or to a portion of work as is found necessary for execution by Company on top priority basis. Further, above indication should not in any manner be construed to limit the company's right to issue seven day's notice to the contractor for any portion of work and get it done at his risk and cost through any other agency as stated in the tender specification.

The penalty clause shall be applicable if the delay, in completion and handing over the work over the time bound, completion program set by the Engineer in charge, hinders or effects program. The decision of the competent authority of Company in this respect is final and binding upon the contractor.

The contractor shall carefully study the work to be carried out at different locations and at different elevations and shall take into account all factors such as shuttering, staging, shoring, de-watering, if any transport of materials to work site, sequence of constructions as fixed by the Engineer from time to time etc. and allow for all such exigencies in the percentage rate quoted by him.

The work shall be carried out as per the standard specifications of B&C Department, Government of Maharashtra and as per the directives of Chief Engineer (C) or his authorized representatives. Work of substandard nature shall be removed at the risk and cost of the contractor. Unless otherwise specified the mode of measurement etc. shall be as per B&C Department's Standard Specifications.

The quantities of work involved are shown in the schedule of quantities and it shall be very clearly understood that the quantities are only approximate and are meant for purpose of tender comparison only and no claim whatsoever will be entertained by the company if the quantity increases or decreases.

## **29. EXTENTION OF TIME:**

If in the opinion of owner/engineer the work is delayed (a) by force majeure (b) by reasons beyond control of contractor, extension of time for carrying out the works can be sanctioned by owner/engineer on written request from contractor with the due reasoning/supporting .Force majeure shall mean and include compliance with statutory laws and regulation, Government order or change in orders war and war like conditions acts of civil and military authorities, fires, floods earthquakes, and other acts of god, sabotage, revolt strikes and lockout of more than 2 weeks .However, contractor and owner in such case should devise means of expediting the progress for performance as per contract.

## **30. 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 instalments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Executive Engineer, on behalf of the Company shall have powers to adopt any of the following courses as he may deem best suited to the interests of Company.

(a) 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 Company.

(b) 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.

(C) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted 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 contract shall be rescinded and under clause (a) 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 course referred to in clauses (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors, the amount of excess shall be deducted from any money due to the contractor by Company under the contract or otherwise howsoever from his security deposit or the sale proceeds thereof provided, however, that the contract shall have no claim against Company even if 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 (a), (b) or (c) 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.

### **31. ACTION IN THE CASE OF DEFAULT BY CONTRACTOR**

In any case in which any of the powers conferred upon the Chief Engineer by clauses 4&5 hereof shall have become exercisable and the same shall not have been exercised the non 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 security deposit and the liability of the contract for past and future compensation shall remain unaffected. In the event of the Chief Engineer taking action under sub-clauses (a) or (c) of clause 4, 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 not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Chief Engineer or Executive Engineer may be notice in writing to the contractor of his clerk works, foreman or other authorized agent required him remove such tools, plant materials or stores from the premises within a time to be specified in such notice, and if the contractor failing to comply with any such requisition, the decision of the Chief Engineer (Civil), MSEBHCL 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.

### **32. PAYMENTS TO CONTRACTOR**

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

### **33. TIME LIMIT FOR COMPENSATION CLAIMS:-**

Under no circumstances whatsoever shall the contractor be entitled to any compensation from Company on any account unless the contractor has claimed in writing to the Engineer-in-charge within one month of the cause thereof.

### **34. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK**

If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or un-skillful workmanship or with material of inferior quality, or that any materials or articles provided by him for the execution work are unsound or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for Engineer-in-charge to intimate this fact in writing to the contractor and then withstanding the fact that the work materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work materials or articles so specified in whole or in part, as the case may required, shall remove the , materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost in the event of his failing to do so within a period to be specified by the Engineer-in-charge in written intimation

aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, during which the failure so continues and in the event of any such failure at aforesaid the Engineer-in-charge may rectify or remove, the re execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of contractor, should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

### **35.0 INSURANCE**

As per Government of Maharashtra Resolution (1) No.AIF-2183/CR -174 /83ADM-5 dated 16.1.1984 (2) Vimasa-1098 /Pr.Kra 28/98/shashan Hami dated 19.8.1998 (3) Vimasa-1011/Prakra 15/Vima Prashasan ,dated 29.04.2011and MSEDCL's No.IR/insurance /9623 dated 13.4.2012 ,contractor's all risk (CAR) insurance policy or Transit cum Erection (TCE) or Erection all risk(EAR) insurance in respect of contract works awarded by MSEDCL as principle to the contract work and workman's compensation insurance in respect of workmen engaged and deployed by the contractors to complete contract work is required to be obtained from the Director of insurance ,the Govt. of Maharashtra , Graha Nirman Bhawan (MHADA) ,264, First floor,Opp. Kalanagar ,Bandra (E),Mumbai 51 Only.

NOTE:- If you have not drawn the required policy as applicable to the work then penalty i.e. 1% or 0.5 % of work order amount (As applicable) will be recovered from your bill and same will be deposited to Director of insurance ,the Govt. of Maharashtra.

**35.1.** Without limiting his obligations and responsibilities under various clauses of these " Special Conditions of Contract " the contractor shall insure and keep insured during the contractual period including extensions there to and the stipulated maintenance period or till the work is handed over to the Company as stipulated elsewhere in this specification, whichever is later, in addition to the insurances required to be taken out under any of the Central, State and Local Laws, also for the eventualities of all types of accidents, fire, riots, sabotage and natural Calamities, for the following:

#### **(a) Third party liability**

Limits for bodily injury or death, not more than Rs. One lakh for one person and Rs. Three lakhs for any one accident, with no limit on the number of accidents. This cover shall include amongst other all supervisory staff and workmen of the Company, the staff and workmen of Companies various contractor's and their sub-contractors at the project site allowed to remain or to mover about the construction area by the Engineer-in-charge during any or all hours.

**Workmen's Compensation insurance full cover.**

- 35.2.** The limits stated above shall not mean to limit or dilute the contractor's liability to make good the paid by the Contractor from his own funds. The contractor in his own interest is therefore advised to insure against all eventualities including third party property damage full cover. The insurance agency shall be preferably the Maharashtra Government Insurance Fun, Insurance with other agencies will be acceptable only with the prior written approval of an officer of the Company not below the rank of Supdt. Engineer.
- 35.3.** The insurance shall be at the sole cost of the contractor (and he is deemed to have allowed for this expenditure in his quoted percentage over rates for the various items under Schedule "B") and all formalities for taking out the above stated insurance shall be completed by the Contractor and all documents in support thereof shall be submitted by the contractor to the Executive Engineer - in-charge, before the commencement of the work.
- 35.4.** In the event of occurrence of an accident ( the contractor shall take all actions to assess and lodge the claim with the Insurance Agency and take all follow up actions thereafter till settlement, keeping the Chief Engineer Or Executive Engineer-in-charge informed of all developments from time to time. The contractor shall be held liable for noncompliance of any of the prescribed procedures in lodging of the claim, payment of premia, etc and in such an event the contractor shall have to make good and pay all damages and claims from his own funds.
- 35.5.** If the contractor shall fail to insure and keep in force the insurances referred to in para 21.1 above or any other insurances which he may be required to effect under the terms of the contract, then and in such case, the Engineer-in-charge may at his option effect and keep in force any such insurance and pay such premium or premier as may be necessary for that purpose and from time to time deduct such expenditure (with 15% extra towards Companies overheads) from the monies due to or may become due to the contractor or from the contractor's deposits with the Company under this contract or any other contract, or recover the same as a debt due from the contractor. Provided further that the liability of the contractor in terms of various other clauses under the contract may continue to be in force and Companies right to recover from the contractor directly, the costs towards any loss, damage etc. remain unchanged, irrespective of whether the Company has effected the insurance or not. Also provided further that non-insurance by the Company in terms of this clause shall not in any manner affect the liability of the contractor in terms of any other clauses under the contract.

**35.6.** All formalities towards insurance shall be completed by the contractor before commencement of the work. Copies of the insurance papers in duplicate along with the original set of papers shall be submitted by the contractor to the Executive Engineer-in-charge for verification and record. The original paper may be returned to the contractor after verification. The Companies not bound to pay neither is the contractor eligible to receive any payment due or otherwise from Company under the contract till all formalities in respect of Insurance are completed by him.

**35.7.** In case the work covered under this specification is split up into two or more parts and awarded to two or more tenderers, the liability of such contractor under this insurance clause shall not be proportionately diluted, but will be applicable in its entirety for each contract.

#### **36.0 NEGLIGENCE**

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-charge 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 reasonable 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 in sub-standard 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 so desires to take the work wholly or in part out of the contractor's hands and execute departmentally or recontract 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, be entitled to retain and apply 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.

#### **37.0 FORCE MAJEURE CLAUSE**

**37.1** Below mentioned conditions only shall be construed to be applicable to this contract as "Force Majeure" conditions.

- i)** Irresistible compulsion.
- ii)** Coercion diplomatically interpreted as irresistible.
- iii)** War.
- iv)** Strikes declared as illegal by Labour Commissioner.
- v)** Lock outs by contractor agreed to by Labour Commissioner.
- vi)** Act of God.

**37.2** No other 'Force Majeure' condition shall be treated as applicable to this contract. Any statement about any exigency outside contractor's control if included in 'Force Majeure' the said change shall not be accepted by the Company. If other are illegal strikes/ legitimate circumstances of above nature in the works of contractor's suppliers for manufactured materials, the same shall be notified by the contractor to the Company, which may consider the issue and advise the contractor for 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, transportation agencies etc.) (save for Railways).

### **38.0 MAINTENANCE AND DEFECTS LIABILITY PERIOD**

**38.1** If the work or any portion thereof shall be damaged in any way excepting by the acts of the Company or if defects not readily detected by proper inspection shall develop before the final completion and acceptance of the whole work, the contractor shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the Engineer-in-charge. In no case shall defective or imperfect work be retained.

**38.2** Six calendar months from the date of completion of contract unless otherwise agreed in writing by the Company will be deemed as the "Maintenance and Defects Liability period". In case any defects due to bad materials and/or bad workmanship develop in the work before the expiry of this period, the contractor on notifications by the Engineer shall rectify or remedy the defects at his own cost and he shall make his own arrangements to provide materials, labour, equipment and any other appliances required in this regard. In case even on due notification by the Engineer the contractor fails to rectify or remedy the defects, the Engineer shall have the right to get this done by other agencies and recover the cost incurred plus 15% towards Company overheads, by deductions from any money due or that may become due to the contractor or from his security deposit.

- 38.3** The Company may, in lieu of such amending and making good by the contractor deduct from any money due to the contractor or from his security deposit, a sum to be determined by the company equivalent to the cost of amending such work and in the event of such security deposit being insufficient, recover the balance from the contractor together with any expense the Company may have incurred in connection therewith.
- 38.4** The contractor shall remain liable under the provisions of this clause notwithstanding the passing by the Engineer-in-charge of any certificate, final or otherwise or the passing of any accounts or payment in part or whole towards any work.

### **39.0 RETURN OF MATERIALS**

All unused materials either supplied (outside Schedule "A" directly by the Company or obtained through the recommendations of the Company with in the opinion of the Executive Engineer-in -charge are likely to be useful to the Company shall be returned in good condition at the original cost paid for plus 10% to cover for contractor's overheads transport, handling, incidentals etc. If so decided by the Company.

### **40 SHORT CLOSURE OF CONTRACT :**

The right to short close the contract at any stage after starting of the work by the agency, by giving 7 days notice period, with or without assigning any reason thereof is reserved with the undersigned. If the contract is short closed, the contractor shall stop the work immediately.

### **41. TERMINATION OF CONTRACT :**

1. In the event of sudden failure, neglect, dislocation or stoppage of work or illegal activities, instance of any Moral, breach of contract conditions on your part or your staff the undersigned reserves the right to terminate the contract in part or full and get the work done through some other agency or departmentally at the Risk and cost of the contractor. The contractor in such event shall be required to pay the MSEBHCL/MSEDCL the additional cost/expenses with 15% overhead charges incurred by the MSEBHCL/MSEDCL for having such work done by other agency and such cost/expenses are recoverable form the contractor from his pending bills, security deposit or other means.
2. In the event of poor performance, the company reserves the right to terminate the contract by giving 7 days notice & forfeiting the S.D. paid by you.
3. In the event of the contractor suspending or abandoning the services fully or partly without giving proper reason/ justification to the MSEBHCL/MSEDCL & without

handing over the charge to the Company of the Equipments/assets, materials (handed over to him by the Co. for custody) the cost of the same shall be recovered from security deposit and or any other dues/claims payable to him without prejudice to the rights of the Company.

**42. CO-OPERATIVE SOCIETY / PUBLIC SERVICE CENTRE:**

The Co-operative Societies of unemployed persons & Public Service Centres may exercise the right to accept/refuse the tender at L-1 rate quoted by other bidder for work value up to Rs. 10/- Lakhs.

If the Co-operative Societies of unemployed persons & Public Service Centers will accept the tender at L1 rate quoted by the other bidder, then the tender shall be awarded to co-operative societies of unemployed persons and public service centre, however in case of co-operative societies of unemployed persons & public service centre refuse to accept the tender at L-1 rate quoted by other.

**43.** The quantity mentioned in the schedule are tentative and will be proposed to be executed as and when required basis. The quantity may vary (Increase /decrease) as per site conditions/requirements and urgency. It doesn't guarantee to the agency that the mentioned quantity will be executed at once. Also execution will vary as per the jurisdiction of concerned sub division. The successful agency has to carry /execute the work as per site location within 3 days of oral/ written intimation from site Engineer/ SDO. Any delay in execution of required work will be imposed considering the loss encountered by the Company.

Chief Engineer (C)  
MSEBHCL, Mumbai.

**Please Note:**

- 1) The value of Stamp paper for agreement is Rs.500/- up to ten lacks Plus Rs.100 for every one lack or part thereof above Rs.10.00 Lacks limited to 25.00 lakhs
- 2) The work will be executed through office of The Executive Engineer (Civil), MSEBHCL, 4<sup>th</sup> Floor, HSBC, Fort, Mumbai-400001 therefore agreement will be done between MSEBHCL and the L1 contractor by The Executive Engineer (Civil), MSEBHCL, 4<sup>th</sup> Floor, HSBC, Fort, Mumbai-400001.



valid during the currency of contract period including extension of time limit if any, or upto expiry of the maintenance period beyond the physical completion of the work as accepted by Maharashtra State Electricity Board Holding Company Limited 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 Tender documents for the works of the Maharashtra State Electricity Board Holding Company Limited shall be deemed to be 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 herewith as schedule.

- 1.
- 2.

IN WITNESS WHEREOF the parties here to have signed this Agreement of the data respectively mentioned against their signature.

Signature and Delivered by duly constitute attorney

For and on behalf of the contractor, in the presence

Of \_\_\_\_\_

- 1.
- 2.

Signed and delivered by

- 1.
- 2.

Maharashtra State Electricity Board Holding Company Limited

And on behalf of Maharashtra State Electricity Board Holding Company Limited

In the pre presence of

- 1.
- 2.

**- RTGS Format -**

(ON Bond Paper of Rs.200/- dully notarized)

I/We here by authorized MS&EDCL to released the payment through RTGS instead of Account Payee Cheque as mentioned in the purchase order. Thr details of our bank accounts are given below.

- 1) Name of the Supplier/Contractor ( As per Bank account)
- 2) Name of the Bank :
- 3) Branch with address :
- 4) Current Account Number : (core banking No. if a/c no starts with zero please put leading zero before A/c No. (00XX)
- 5) RTGS No/(IFSC Code) : (Indian Financial Security Code)5<sup>th</sup>digit must '0'
- 6) MICR Code of the bank :
- 7) Companies email ID :
- 8) Contact Name & Tel. No. : (Name with designation) Mobile No. if any

Further, I/We hereby undertake that, I/We will be jointly and severally responsible for any loss/expenses arising in making payment under RTGS on above stated bank details. It will be our responsibility to inform/communicate any change in above details.

Date:

Signature  
( Owner/ Director/Proprietor/Designation)  
Seal of the co.

**MAHARASHTRA STATE ELECTRICITY BOARD HOLDING CO.LTD  
CHIEF ENGINEER (CIVIL), MUMBAI**

**ANNEXURE 1**

**SAFETY TERMS AND CONDITIONS:**

The Contractor shall provide required safety appliances/equipments to their workers like goggles welding screen, safety belts, hand gloves etc. Depending upon the working condition and nature of job/work in hand. The appliances/equipment shall be arranged by you at your cost. or shall provide required safety appliances/equipment to their workers

2) As per factories Act – 1948, contractor should take following safety precautions while working at a height of more than 3 meters from the working floor

I) Proper temporary scaffolding / platform Arrangement shall be made.

II) Healthy ladder as per requirement shall be used and the ladder should be fixed firmly and safety belt must be used.

III) Safety belt must be used by all persons working at height.

IV) While working on fragile/A.C. or acrylic sheet roof, duck ladders or crawling boards shall be used. If required, safety net must be used.

V) Tool bag should be used by workmen working at height.

VI) All persons involved in working at height must wear the helmet.

VII) "WORKING AT HEIGHT" stamp should be put on permit issued for working at height.

I) Every portable electrical tools to be used with three pin plug and three wire system only to avoid electric shock while at work, proper earthing should be checked both at supply end at tool end before commencement of the work.

II) Three wire sockets and properly insulated portable insulated portable electrical boards with fuses are to be used by contractor by ON/OFF switch should be connected in the live wire and not in neutral wire.

iii) Color-coding of three wire system should be as below:

Red Live

Grey/Black Neutral

Green Earth

4) The ropes & slings and any other lifting tools & tackles to be used for the works should be duly certified by statutory authority. Section head will verify the certificates before commencement of work.

5) The contractor will have to keep ready two buckets of water while carrying out the welding work. One bucket is to be used for quenching fire if occurred Last bit of electrodes should be dropped in the second bucket with water to ensure red-hot Electrode may not cause any fire.

II) Cover/curtain the hazardous area, so that the hot spatters (Molten metal) do not cause fire. This is particularly necessary when carrying out welding/gas cutting at high

elevation on grills etc.

III) Single piece cable (without joint) to be used during welding work to avoid the fire through cable joint.

6) Only 24 Volt hand lamps to be used at confined spaces like Turbine, Boil Coal Mills, Grills, and Structures etc.

7) The Contractor should keep First Aid Box ready at site.

8) All types of scraps to be removed immediately from work spot for maintain cleanness.

9) In case of injury of person, arrangement for shifting of the injured person for medical treatments to be made immediately by the contractor.

10) Adequate no. of supervisors to be appointed by the contractor to ensure all safety provisions and use of personnel protective equipment by contractual workers.

11) Safety of your workers and staff is your sole Responsibility. You shall undertake to pay compensation to your workers/staff in case they meet with an accident and under no circumstances, MSEDCL will be responsible and liable to pay any compensation as per Workman Compensation Act.

If any of our Officer/Supervisor finds that, you are not following the safety rules & regulations including use of personnel protective equipment at site, he is authorized to stop your work immediately. In case of violation of safety rules, you shall be liable to pay penalty up to Rs.100/- for first violation and up to Rs.3,00/- for second violation. For third violation of rules the order may be terminated or you may be declared debarred for the further contract up to period of one year. For Violation of Clause No.(3)-I,ii, iii, the contractor will not be given further contract initially for three months.

**MAHARASHTRA STATE ELECTRICITY BOARD HOLDING CO.LTD  
CHIEF ENGINEER (CIVIL), MUMBAI**

**ANNEXURE 2**

**PROFORMA FOR CONTRACT SECURITY DEPOSIT**

B.G.No. -----

The Bank of  
pay, at

hereby agree unequivocally and unconditionally to

Mumbai within 48 hours, on demand in writing from the MSEBHCL or any officer authorized by it in this behalf, of any amount upto and not exceeding Rs---- ( Rupees only) to the said MSEBHCL on behalf of M/s----- who have tendered and/ or contracted or may tender or

contract hereafter for

Name of work : **Annual Maintenance & Repairing of Water Pumps, Repairing & cleaning of Fans installed at MSEBHCL's Offices, staff quarters & guest houses in Greater Mumbai Area.**

for MSEB HCL order No. ----- dt \_\_\_\_\_ (total value of  
the order is

Rupees \_\_\_\_\_).

This agreement shall be valid and binding on this Bank up-to and including\_\_\_\_(date)  
and

shall not be terminable by notice or any change in constitution of the Bank or the firm of Contractors or any reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded or agreed with or without our knowledge or consent, by or between parties to the said within written contract. The validity of this Bank Guarantee will be extended by us for the further period of six months, one month prior to its present validity period at the request of **MSEBHCL**.

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

Our liability under this Guarantee is restricted to Rs.----- (Rupees \_\_\_\_\_ only). Our guarantee shall remain in force until (date) ----. Unless a suit or action to enforce a claim under the

guarantee is filed against us within six months from the aforesaid date, all rights **MSEBHCL** under the said guarantee shall be forfeited and we shall be relieved and discharged from all our liability there under.

Place:

Signature -----

Date:

Officer's Name & Code no.)

For \_\_\_\_\_  
(Banker's Rubber  
Seal)

Please note that –

1. The value of non-judicial stamp paper for this Bank Guarantee is as per Government regulation. The stamp paper is to be purchased in the name of Guarantor Bank.
2. The Bank Guarantee should be furnished from any Nationalized Bank/ Scheduled Bank.
3. Please state the full and complete postal address of the Bank undertaking the guarantee.
4. In the first instant, the Bank Guarantee should be valid for six months after the last deliverable as per the terms of contract.
5. The value of non-judicial stamp paper for this Bank Guarantee is as per Government regulation. The stamp paper is to be purchased in the name of Guarantor Bank.
6. The Bank Guarantee should be furnished from any Nationalized Bank. Please state the full and complete postal address of the Bank undertaking the guarantee.
7. In the first instant, the Bank Guarantee should be valid for six months after the last deliverable as per the terms of contract.

## MSEBHCL

## Schedule-B

**Name of work:-Annual Maintenance & Repairing of Water Pumps, Repairing & cleaning of Fans installed at MSEBHCL's Offices, staff quarters & guest houses in Greater Mumbai Area.**

	Description	Qty.	Rate	Unit	Amount
	<b>PART-1</b>				
	Carrying out routine maintenance twice in a month of following pump sets with control panels, water level indicators & attend the faults immediately in case of breakdown. This also includes the cost of gland packing if required & as per the scope of work mentioned in Annexure 'A'				
	The details of Pump sets, site wise are as below.				
	<b>A .PRAKASHGAD</b>				
	1) 3 H.P. Pump (submersible)	4	332	No	1328.4
	2) 10 H.P. Pump (monoblock)	2	429	No	858.6
	3) 15 H.P. Pump (monoblock)	2	783	No	1566
	4) 7.5 H.P. Pump(Monoblock)	1	414	No	414
	5) 1 H.P.Pump(Booster)	1	246	No	246
	<b>B .DHARAVI OFFICE</b>				
	1) 5 HP Pump (submersible)	1	366	No	366
	2) 5 Hp pump (monoblock)	1	414	No	414
	<b>C .BANDRA KURLA COMPLEX</b>				
	Plot No. R-10 Building				
	1) 5 HP Pump (monoblock)	3	414	No	1242
	<b>D .BANDRA RECLAMATION staff colony</b>				
	1) 5 HP Pump (monoblock)	3	414	No	1242
	2) 5 HP Pump (submersible)	3	366	No	1098
	<b>E .VAIDYA NAGAR BORIVALI</b>				
	1) 5 HP Pump (monoblock)	3	414	No	1242
	<b>F. SANTACRUZ COLONY MAIN SUBWAY</b>				
	1) 5 HP Pump (Submersible)	2	366	No	732
	2) 7.5 HP Pump (Submesible)	1	477	No	477
	3) 3 HP (Submersible)	2	332	No	664
	4) 5 HP Pump (monoblock)	2	414	No	828
	5) 7.5 HP Pump (monoblock)	1	434	No	434
	<b>G .CHUNABHATTI</b>				
	1) 3 HP Pump (Submersible)	1	332	No.	332
	2) 7.5 HP Pump (monoblock)	2	434	No.	868
	3) 3 HP Pump (monoblock)	1	302	No	302
	<b>H .SWASTIK CHAMBERS</b>				
	1) 3 HP pump (submersible)	1	332	No	332
	2) 5 HP PUMP (submersible)	4	366	No	1464
	<b>I .BANDRA KURLA COMPLEX</b>				
	<b>Plot No. C-19-Prakashganga</b>				
	1) 10 HP Pump (Submersible)	2	477	No	954
	2) 5 HP Pump (Submersible)	1	366	No	366
	2) 3 HP Pump (monoblock)	2	302	No	604
	3) 5 HP Pump (monoblock)	2	414	No	828
	4) 7.5 HP. Pump (Monoblock)	2	477	No	954

	5) 1 HP Pump (Submersible)	1	246	No	246
	6) 2 HP Pump (Submersible)	3	293	No	879
	<b>J.NATIONAL PARK, BORIVALI</b>	-	-	-	
	1) 15 HP Pump-Pump house (Submersible)	2	693	No	1386
	2) 15 HP (monoblock)	1	783	No	783
	3) 5 HP Pump-Boring pump	2	414	No	828
	4) 5 Hp pump-(monoblock)	1	414	No	414
	5) 7.5 Hp pump-(submersible)	1	477	No	477
	<b>K.ANIK COLONY, CHEMBUR</b>				
	1) 5 HP (monoblock)	2	414	No	828
	2) 15 HP (monoblock)	2	783	No	1566
	3) 15 HP Pump (Submersible)	1	693	NO	693
	4) 5 HP Pump (Submersible)	1	366	No	366
	<b>Total for 1 month</b>				<b>28622</b>
	<b>Hence for 12 Months= 12 x 32407/-</b>				<b>343464</b>
	<b>(PART 1 )Total</b>				<b>343464</b>
	<b>PART-2-Repairing of Water pumps</b>				
	<b>Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>
1	Rewinding of electric motor upto 1H.P. three phase upto 1400RPM of all types and makes with copper wire, overhauling with minor repairs, replacing ball bearing, screws etc. Testing for original speed and no load consumption with guarantee for one year.	1	1671	No.	1671
2	Rewinding of electric motor upto 2H.P. three phase upto 1400RPM of all types and makes with copper wire, overhauling with minor repairs, replacing ball bearing, screws etc. Testing for original speed and no load consumption with guarantee for one year	1	1899	No.	1899
3	Rewinding of electric motor upto 3H.P. three phase upto 1400RPM of all types and makes with copper wire, overhauling with minor repairs, replacing ball bearing, screws etc. Testing for original speed and no load consumption with guarantee for one year	1	2155	No.	2155
4	Rewinding of electric motor upto 5H.P. three phase upto 1400RPM of all types and makes with copper wire, overhauling with minor repairs, replacing ball bearing, screws etc. Testing for original speed and no load consumption with guarantee for one year.	2	3674	No.	7348
5	Rewinding of electric motor upto 7.5H.P. three phase upto 1400RPM of all types and makes with copper wire, overhauling with minor repairs, replacing ball bearing, screws etc. Testing for original speed and no load consumption with guarantee for one year	2	4396	No.	8792
6	Rewinding of electric motor upto 10H.P. three phase upto 1400RPM of all types and makes with copper wire, overhauling with minor repairs, replacing ball bearing, screws etc. Testing for original speed and no load consumption with guarantee for one year.	2	5206	No.	10412
7	Rewinding of electric motor upto 15H.P. three phase upto 1400RPM of all types and makes with copper wire, overhauling with minor repairs, replacing ball bearing, screws etc. Testing for original speed and no load consumption with guarantee for one year	2	5976	No.	11952

8	Replacing DOL starter 3 phase 50 cycles with no volt coil and overload element with necessary materials and connected to supply upto 7.5 H.P. (Similar to L & T make MK-1 DOL Model. CSR 2023-24 no.[12.4.2]	10	1802	No.	18020
9	Replacing DOL starter 3 phase 50 cycles with no volt coil and overload element with necessary materials and connected to supply for 10 H.P. (Similar to L & T make MN-16 DOL Model) CSR 2023-24 no.[12.4.3]	7	3192	No.	22344
10	Replacing Fully Automatic Star – Delta Starter suitable for 12.5 HP to 15 HP for 3 Phase squirrel cage motor totally enclosed with over load & no-volt relay with complete erected on provided angle iron frame. for 15 HP. (similar to L & T make MK-1 FASD model.) CSR 2022-23 no.[12.4.4]	5	7657	No.	38285
11	Supplying and erecting cast iron foot valve ball type/flap type of size 80 mm dia with strainer for negative suction complete as per specification no. FF-VL/FV CSR 2023-24 no.[13.7.1]	8	5434	No	43472
12	Supplying and erecting SKF bearing as per pump specifications, gasket, rubber seal etc required for smooth operation of pumps-MR	10	3850	No	38500
13	Supplying Float sensor switch for water level controller working on 250V & rated current 8A, with 2 mtr. wire & High quality of wire & plastic body. CSR 2023-24 No.12-4-28.	10	413	No	4130
14	Supplying and erecting flat flexible 3 core 2.5 sq mm PVC sheathed submersible type copper cable suitably clamped at fixed intervals with column pipe assembly complete. CSR 2023-24 No. 12-4-8	10	141	mtr	1410
15	Supplying and erecting flat flexible 3 core 4 sq mm PVC sheathed submersible type copper cable suitably clamped at fixed intervals with column pipe assembly complete. CSR 2023-24 No. 12-4-9	10	193	mtr	1930
16	Removing of pump by chain pulley mechanism, shifting and reinstalling of boring pumps of National park colony	1	8300	No	8300
	<b>(PART 2 )Total</b>				<b>220620</b>
	<b>PART-3-Repairing of Fans</b>				
	<b>Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>
1	Rewinding the motor of wall bracket, table & stand/ pedestal fans, of all make including overhauling & minor repairs replacing ball bearings, bush bearing, condenser, screws, etc & testing for original speed & consumption at various offices quarters of all companies of MSEB across Mumbai area with one year guarantee. Rates are including transportation from site & back. CSR 2023-24 no.18.1.1	100	507	No	50700

2	Rewinding the motor of the ceiling fan 1200 mm / 1400 mm of all types and makes and overhauling including minor repairs lubricating of ball bearings & bush bearing, replacing condenser, screws etc. & testing for original speed and consumption with guarantee for one year.. Rates are including transportation from site & back. CSR 2023-24 no.18.1.3	100	552	No	55200
3	Servicing & repairing of wall fan, table fan, ceiling fan & stand fan etc. without material at various officesquarter in Mumbai area with one- year guarantee. - MR	500	100	No	50000
4	Replacing the ball bearing of table / cabin/ pedestal/ wall/ exhaust fan complete with alignment of shaft & tested. CSR 2022-23 no.18.2.13	150	202	No	30300
5	Replacing the existing Bush/ rubber, ring, washers of table/ cabin/ pedestal/ ceiling/ exhaust fan complete with alignment of shaft & tested. CSR 2022-23 no.18.2.14	100	108	No	10800
6	Replacing Wall/stand/table fan shaft of all size. MR	50	164	No	8190
7	Replacing PVC gear big size. MR	50	33	No	1665
8	Replacing Wall/stand/table fan blade of all size of PVC. MR	100	182	No	18200
9	Replacing Switches/ knob of wall , stand & table fans.MR	200	29	No	5760
10	Replacing Wall fan, Table fan, on/off switch- MR	50	46	No	2295
11	Replacing Motor cooling fan blade for 3 HP to 5 HP.-MR	5	149	No	742.5
12	Replacing 2.5 MFD oil Capacitor-MR	500	59	No	29250
13	Replacing 4 MFD oil Capacitor -MR	50	69	No	3465
14	Replacing Rubber Packing -MR	10	96	kg.	963
<b>(PART 3 ) Total</b>					<b>267530.5</b>

**PART-4-Cleaning of Fans**

	Description	Qty	Rate	Unit	Amount
1	Dismantling of ceiling /wall/stand fan/table fan & bring to workshop for cleaning of blade, jail, motor cover, switches, knobs & necessary oiling & shifting the assembled fans to location from where dismantled.- MR	400	50	No.	20000
<b>(PART 4 )Total</b>					<b>20000</b>
<b>Total amount in Rs.(PART 1+PART 2+PART 3+PART 4)</b>					<b>851614.5</b>
<b>Add GST @18%</b>					<b>153290.61</b>
<b>Add insurance @0.5%</b>					<b>4258.0725</b>
<b>Total amount in Rs.</b>					<b>1009163</b>

**(Rs.Ten Lac Nine Thousand One Hundred Sixty Three Only)**

**Executive Engineer (Civil)**  
**Bandra Civil Division**

**Memorandum of Tender Declaration (Price Bid)**  
**Tender Specification No. CEC/MSEBHCL/MUM/TECH/T-48/2024-25**  
**Estimate Rs.8,51,615 /- (Excluding GST and Insurance)**  
**Rs. 10,09,163/- (Including GST and Insurance)**

**TENDER FOR**

**Name Of Work: - Annual Maintenance & Repairing of Water Pumps, Repairing & cleaning of Fans installed at MSEBHCL's Offices, staff quarters & guest houses in Greater Mumbai Area.**

I / We hereby declare that I/We have made myself/ourselves thoroughly conversant with the local conditions regarding all the construction materials and labour and time limit on which my / our rates for the work are based. The governing conditions of contract and construction specifications and the leads involved have been carefully studied and understood by me/us before submitting this tender. I/We also undertake to use only the best materials approved by the Executive Engineer-in-charge and abide by his timely decisions.

I / We have gone through and appraised myself/ourselves of the various items and rates covered in the Schedule 'B' bill of quantities and rates attached.

I / We hereby tender for the execution of the work at **UNIFORM PERCENTAGE as mentioned below**

a. (In figures) \_\_\_\_\_ percent only (In words \_\_\_\_\_)

**Below** of Estimated Cost as entered in Scheduled-B of the tender.

b. **AT PAR** of Estimated Cost as entered in Scheduled-B of the tender.

c. ((In figures) \_\_\_\_\_ percent only (In words \_\_\_\_\_))

**Above** of Estimated Cost as entered in Scheduled-B of the tender.

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.

	<p><b>Name of the Contractor and firm Address:</b></p>          <p><b>Contractor's Signature Date &amp; Seal Stamp</b></p>
--	--

## **SCOPE OF WORK**

1) Servicing and cleaning of fans include checking of wear and tear of bearings gear, shaft, stud and bush. Checking of play in shaft, checking for oscillation, speed, capacitor, oiling with SAE-30 oil, overhauling, meggering of winding of stator, other electrical parameter.

2) Servicing and cleaning of pumps include checking of main switch, starter, overload, starter kit, wear & tear of bearing, cooling fan cover, cleaning of impeller, bushing, terminals, meggering of stator winding, speed, earthing of winding, oiling with greasing, checking and rectifying any leakages.

3) Any fault in emergency should be attended within stipulated time otherwise penalty of Rs 150/ per pump per day would be imposed and deducted from running bills..

4) In case of absence of contractor's staff, he should make suitable alternative arrangement, such that the maintenance work is not affected. If contractor fails to make such arrangement, the recovery which is equivalent to 150% of tender rate shall be made from the contractor's bill.

5) No travelling expenses for contractor's staff working under this contract will be borne by the Company. The maintenance of pump would be carried out once in fortnight and certificate duly signed by site incharge should be submitted along with bill. The contractor should inform his telephone No. / Mobile No. for round the clock communication.

6) All tools such as drill Machine, blower, multi meter, meggar, tongue tester, pliers, set of screw drivers, set of hand gloves, and any other relevant tool required should be arranged by the contractor.

7) The contractor should provide uniform and shock proof leather shoes to the maintenance staff.

8) Agency will have to provide all tools, equipments required for maintenance/repairing/ new installation or miscellaneous purpose, if failed same will be procured from other agency and same will be recovered from contractor's bill.

9) Contractor should prepare his monthly maintenance schedule of visit at various sites and should enclosed duly signed by person who is authorized by concerned site incharge. The format of Maintenance and service report will be approved by the concerned site engineer

11) The replaced material/winding will be the property of contractor

12) Contractor should submit the report of servicing, winding of fans, preventive maintenance of pumps approved by engineer in charge & should attached with running bill.

**12) Successful bidder has to station 1 skilled Motor Technician & 1 skilled Fan repair technician at Prakashgad on daily basis without fail.**

## LIST OF SERVICES

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

## Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price bid dule filled signed and stamped	Price Section	Civil Work General	Price bid dule filled signed and stamped
2	Type of Concern : Whether the unit is Proprietary / Partnership / Private Ltd. or Limited Company, p	Technical Section	Civil Work General Services	Type of Concern : Whether the unit is Proprietary / Partnership / Private Ltd. or Limited Company, please furnished the documentary evidence for the same.
3	Past Performance: 1) Experience of having successfully completed similar work during last 7 years e	Technical Section	Civil Work General Services	Past Performance: 1) Experience of having successfully completed similar work during last 7 years ending last day of month previous to the one in which applications are invited schedule be either of
4	The agency / Tenderer should have valid registration/License of Industries, Energy and Labour Depart	Technical Section	Civil Work General Services	The agency / Tenderer should have valid registration/License of Industries, Energy and Labour Department. – Valid electrical License.
5	Scanned copy of original partnership deed in case of partnership firm and attested copies, memorandu	Commercial Section		Scanned copy of original partnership deed in case of partnership firm and attested copies, memorandum, article of association and copy power of attorney in case of registered company.( if applicable)
6	Average Turnover certificate of C.A. with Unique Document Identification Number (UDIN) for A.Y. year	Commercial Section		Average Turnover certificate of C.A. with Unique Document Identification Number (UDIN) for A.Y. years up to 30 % of tendered value 1) A.Y.-2022-23, 2) A.Y.-2023-24 & 3) A.Y.-2024-25 only
7	Documentary proof of Office address.	Commercial Section		Documentary proof of Office address.
8	Contractor particular's sheet.	Commercial Section		Contractor particular's sheet.
9	13 Certificate of Registration under Provident Fund Act, 1952 (Please enclose a Scanned copy of orig	Commercial Section		13 Certificate of Registration under Provident Fund Act, 1952 (Please enclose a Scanned copy of original) along with latest ECR copy
10	Income Tax Return filed for last three (03) Assessment years. 1) A.Y.-2020-21, 2) A.Y.-2021-22 &	Commercial Section		Income Tax Return filed for last three (03) Assessment years. 1) A.Y.-2022 -23, 2) A.Y.-2023-24 & 3) A.Y.-2024-25 only
11	Latest financial year Positive Net Worth certificate issued by Chartered Accountant with Unique Docume	Commercial Section		Latest financial year Positive Net Worth certificate issued by Chartered Accountant with Unique Document Identification Number (UDIN). 1)For the A.Y. 2023-24only

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
12	GST Registration. (Please enclose a Scanned copy of original)	Commercial Section		GST Registration. (Please enclose a Scanned copy of original)
13	Earnest Money Deposit Online Only- Please quote Online Invoice No. & Date (No exemption for tender f	Commercial Section		Earnest Money Deposit Online Only- Please quote Online Invoice No. & Date (No exemption for tender fee & EMD will be given on NSIC, SSI & MSME, Un-Employed Engineer, Berojgar Sanstha certificates, etc
14	Pan Card (Please enclose a Scanned copy of original)	Commercial Section		Pan Card (Please enclose a Scanned copy of original)





LIST OF SERVICES

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

## Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price Bid	Price Section	Civil Work General	Price Bid
2	Past Performance: 1) Experience of having successfully completed similar work during last 7 years e	Technical Section	Civil Work General Services	Work Completion Certificate
3	The agency / Tenderer should have valid registration/License of Industries, Energy and Labour Depart	Technical Section	Civil Work General Services	The agency / Tenderer should have valid registration/License of Industries, Energy and Labour Department. – Valid electrical License.
4	Latest financial year Positive Net Worth certificate issued by Chartered Accountant with Unique Docume	Commercial Section		Latest financial year Positive Net Worth certificate issued by Chartered Accountant with Unique Document Identification Number (UDIN). 1)For the A.Y. 2023-24 only
5	Income Tax Return filed for last three (03) Assessment years. 1) A.Y.-2022-23, 2) A.Y.-2023-24 & 3)	Commercial Section		Income Tax Return filed for last three (03) Assessment years. 1) A.Y.-2022-23, 2) A.Y.-2023-24 & 3) A.Y.-2024-25 only
6	Scanned copy of original partnership deed in case of partnership firm and attested copies, memorandu	Commercial Section		Scanned copy of original partnership deed in case of partnership firm and attested copies, memorandum, article of association and copy power of attorney in case of registered company.( if applicable)
7	Average Turnover certificate of C.A. with Unique Document Identification Number (UDIN) for A.Y. year	Commercial Section		Average Turnover certificate of C.A. with Unique Document Identification Number (UDIN) for A.Y. years up to 30 % of tendered value 1) A.Y.-2022-23, 2) A.Y.-2023-24 & 3) A.Y.-2024-25 only
8	Documentary proof of Office address.	Commercial Section		Documentary proof of Office address.
9	Contractor particular's sheet.	Commercial Section		Contractor particular's sheet.
10	Certificate of Registration under Provident Fund Act, 1952 (Please enclose a Scanned copy	Commercial Section		Certificate of Registration under Provident Fund Act, 1952 (Please enclose a Scanned copy of original) along with latest ECR copy
11	GST Registration. (Please enclose a Scanned copy of original)	Commercial Section		GST Registration. (Please enclose a Scanned copy of original)
12	Type of Concern : Whether the unit is Proprietary / Partnership /	Commercial Section		Type of Concern : Whether the unit is Proprietary / Partnership / Private Ltd. or

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
	Private Ltd. or Limited Company, p			Limited Company, please furnished the documentary evidence for the same.
13	Earnest Money Deposit Online Only- Please quote Online Invoice No. & Date (No exemption for tender f	Commercial Section		Earnest Money Deposit Online Only- Please quote Online Invoice No. & Date (No exemption for tender fee & EMD will be given on NSIC, SSI & MSME, Un-Employed Engineer, Berojgar Sanstha certificates, et
14	Pan Card (Please enclose a Scanned copy of original)	Commercial Section		Pan Card (Please enclose a Scanned copy of original)