

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		25-09-2024 06:48:16
Tender Code	EEC/Civil/Bhandup/T-83/2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Miscellaneous Civil maintenance work of DTC Substation of Palmbeach Subdivision under O&M Division Nerul.	
Estimated Cost (In Lakhs)	8.43	
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	P T KALE , 8879625021	
Pre-Qualifying Req	AS PER ATTACHED PDF FILE	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Civil Department	
Office Type	DIVISION	
Location Type	Bhandup Civil Division	
Designation	Executive Engineer(Civil)	
Pre-Bid Meeting Address	Executive Engineer(Civil) TELEPHONE : - 25660093 MSEDCL CCCM Division Bhandup. Mobile No. 8879623704 Vidyut Building, 2nd Floor, L.B.S. MargBhandup(W) 400078. e-mail: - eecbhandup@gmail.com	
Bid Opening Address	Executive Engineer(Civil) TELEPHONE : - 25660093 MSEDCL CCCM Division Bhandup. Mobile No. 8879623704 Vidyut Building, 2nd Floor, L.B.S. MargBhandup(W) 400078. e-mail: - eecbhandup@gmail.com	
Version No	1	
Call for Deviation	NO	
Is Annexure C1 Applicable	NA	
Is Manufacturer Applicable	NO	

Is Trader Applicable	NO
Minimum % of Offered Quantity	NA
Is Power Supplier Applicable	NO
Tender Sale Start Date	25-09-2024 23:55
Tender Sale End Date	02-10-2024 23:55
Bid Start Date	26-09-2024 10:00
Bid End Date	03-10-2024 13:00
Pre-Bid Meeting Date	27-09-2024 10:00
Techno-Commercial Bid opening on	03-10-2024 14:00
Price Bid opening on	03-10-2024 15:00
Annexure C1 Opening Date	NA
Winner Selection Date	03-10-2024 16:00
Can Bidder Opt EMD Exemption	N



Tender specification No. EEC/CCCMDN/Bhandup/e-Tender No. 83/ 2024-25

Estimate Cost Rs. 8,43,047.00 (Exclusive of all taxes)

Earnest Money Deposit Rs. 8500.00

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.

e-TENDER FOR

Tender submitted by M/s

Online Tender Sale: - From 26.09.2024 to 02.10.2024

Online Tender Submission: - 03.10.2024 upto 13.00 Hrs.

Online Tender opening on: - 03.10.2024 at 15.00 Hrs.

**Executive Engineer (Civil)
MSEDCL CCCM Division, Bhandup.
Vidyut Building, 2nd Floor,
L.B.S. Marg, Bhandup (W) 400078.
E-mail: - eecbhandup1@gmail.com**

**TELEPHONE: - 25660093
Mobile No. 8879623704**

**Price per copy - Rs.1180/-
(1000 + 18% GST.)**

Tender Specification No. EEC/CCCMDN/Bhandup/e-Tender No. 83/ 2024-25**INDEX**

Name of Work: - Miscellaneous Civil maintenance work of DTC Substation of Palmbeach Subdivision under O&M Division Nerul.

Sr. No.	Description	Page no.
1.	Tender Notice	3
2.	Instructions to Tenderers	4 to 10
3.	Special Conditions of Contract	11to 32
4.	Technical Specification	33 to 34
5	Schedule-A	35
6.	Schedule-B	36-38
7.	Schedule-C	39-40
8.	RTGS Format	41
9.	Proforma A to Schedule C	42
10.	Proforma B to Schedule C	43-45
11.	Proforma C to Schedule C	46-47
12.	Proforma D to Schedule C	48
13.	Check List Cum Technical Bid / Pre-qualifying requirements.	49-50
14.	Contractors Particulars	51-52
15.	Memorandum (Price Bid)	53

**e -Tender Notice**

e Tenders are invited from Contractors experienced, registered with, Government / Semi Government Department appropriate class & with MSEDCL for following works:-

e-Tender No	Name of work	Time Limit	Estimated Amount (Excluding GST & Insurance) in Rs.	EMD Amount (Rs.)
T- 82/2024-25	Providing Civil maintenance work to Compound Wall fencing at MSEDCL's Switching Station at Sector-29, Kharghar, Navi Mumbai under Panvel (U) Division.	02 Months	8,30,918.00	8,400.00
T- 83/2024-25	Miscellaneous Civil maintenance work of DTC Substation of Palmbeach Subdivision under O&M Division Nerul.	03 Months	8,43,047.00	8,500.00
T- 84/2024-25	Providing fencing to various Outdoor DTC's under Panvel City Subdivision under Panvel (U) Division.	03 Months	8,41,451.00	8,500.00
T- 85/2024-25	Various Civil maintenance work of DTC Substation under O&M Division Vashi.	03 Months	8,41,608.00	8,500.00
T- 86/2024-25	Miscellaneous Civil work required to arrest roofing leakage at CBD Subdivision Office Building Nerul O&M Division.	02 Months	5,70,341.00	5,800.00
T- 87/2024-25	General Civil maintenance works of various MSECL Offices & Staff Colonies under Vashi O&M Circle.	08 Months	8,39,755.00	8,400.00
T- 88/2024-25	Strengthening of internal C.C. Roads in MSEDCL Premises, Kalwa Complex, Airoli, Navi Mumbai.	03 Months	6,28,472.00	6,300.00
T- 89/2024-25	Day to Day Civil maintenance works for upkeepment of various Staff Quarters under Thane area.	08 Months	8,40,837.00	8,500.00
T- 90/2024-25	Maintenance by Repair/Renovation of existing 22/11 KV Roma Substation under O&M Division Wagle Estate, Thane.	03 Months	8,37,609.00	8,400.00
T- 91/2024-25	Urgent Civil maintenance works of Control Room at 22 KV Switching Station, Mauje Tupgaon for shifting of Chowk Section Office under Panvel Rural Division, Tal. Panvel, Dist. Raigad.	03 Months	8,34,642.00	8,400.00

The detail tender notice and documents for above works are available at our website www.mahadiscom.in. The blank tender cost and EMD is to be paid online through online payment system on or before prescribed date and time mentioned in the e-Tender. Online sale period is from **26.09.2024 to 02.10.2024** and date of online submission of tender is **03.10.2024 upto 13.00 Hrs.** If possible, the tenders will be opened online on **03.10.2024 at 15.00 Hrs.** Right to reject any or all tenders without assigning any reason is reserved.

**Executive Engineer(C)
Bhandup**

TENDER No. EEC/CCCMDN/Bhandup/e-Tender No. 83/2024 -25**(ONLY THROUGH ELECTRONIC BIDDING SYSTEM)**

1. Digitally Secured and percentage rate BIDs are invited (pre-qualification bid and price bid) through electronic Bidding system (E-BID) 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 and price bid shall be uploaded separately. The price bid of contractors who fulfills the pre-qualification conditions shall only be opened.

2. NAME OF THE WORK: - Miscellaneous Civil maintenance work of DTC Substation of Palmbeach Subdivision under O&M Division Nerul.

3. ESTIMATED COST: 8,43,047.00 (Exclusive of all taxes)

4. TIME LIMIT: 03 (Three) Months

5. EARNEST MONEY DEPOSIT: 8500.00 (Eight Thousand Five Hundred Only)

6. PRE-QUALIFYING REQUIREMENTS: - Details to be specify in check list & upload check list duly attested require supporting documents.

a) Purchase of Tender;

i) e tender is available on website which is to be purchased through online payment and quoted details

b) Earnest Money Deposit

If EMD paid in cash please quote money receipt No. & date and upload money receipt. If EMD paid online, transaction receipt may please be uploaded with self-attestation.

EMD conditions for this Tender will be applicable as per norms given by Government Of Maharashtra.

c) Type of Concern / firm.

Whether the unit is Proprietary / Partnership / Private Ltd. Or Limited Company, if firm is registered under Limited liability partnership (L.L.P.) if register under private limited or limited company authorized documents of director of company(Please upload the document)

d) **Valid** Registration certificate of civil contractor from Government / Semi Government department in appropriate class like PWD /CPWD/MES/Railways or any other Govt//Semi Govt. Department/ & please upload certificate.

e) Past Performance:

Experience of having successfully completed **similar nature works** with Govt./Semi Govt./ Public Sector during last **5 year** ending last date of month in which tender are invited should be either of the following.

i) Three similar completed work each costing not less than 40% of the estimated cost.

ii) Two similar completed work each costing not less than 50% of the estimated cost.

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

The definition of “similar work” means execution of similar related items w.r.to above Mentioned Work completion certificate should have been issued by an officer not below the rank of Executive Engineer.

- g) Valid Solvency certificate for an amount of atleast 20% of value of work put to tender issued by Nationalized/Schedule Bank in last 12 (twelve) months from last date of submission of tender.
- h) Valid GST 'IN' Registration certificate
- i) PAN Card.
- j) E.P.F Registration Certificate under provident fund act 1952 (if applicable)
- k) ESIC Registration Certificate (if applicable)
- l) Average annual financial turn over from registered chartered accountant for last 3 financial year ending 31st March of previous financial year should be at least 30% of the estimated cost.
- m) Any other information, list of machinery T & P etc.
(Please upload contractor's particular format duly filled up & signature)
- n) RTGS Format enclosed should be duly filled & uploaded along with technical bid which is mandatory. (Please upload contractor's particular format duly filled up & signature)

7. If required for verification of documents, this office may ask to produce the original copies of all required documents for verification.

8. The completed BID documents shall be uploaded along with necessary Certificate/Documents duly digitally signed.

9. 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. The Bidders should satisfy themselves before purchasing online BID that they meet all above qualifying criteria. The Bidder shall furnish the necessary documents in support for fulfillment of pre-qualifying criteria and other BID requirements

11. The Bidders not fulfilling the criteria of submission of the Tender documents as specified in BID are liable to disqualified, The tender copy purchased through online does not mean that their bid is qualified for acceptance.

12. For participation in the BIDs, online vendor registration is mandatory. On-line vendor registration is already opened on our website namely www.mahadiscom.in Interested Bidders are requested to log on to this website and go through detailed procedure of registration and a checklist of required documents carefully after clicking on link “**Digital Signature Icon**” available in download columns. Duly filled up request application form and all applicable documents along with non refundable registration fees as applicable for one year in the form of Cash/ D.D. drawn on any Nationalized or Scheduled Bank payable at Mumbai in favor of ‘ Maharashtra State Electricity Distribution Company Limited, Mumbai ‘ shall be submitted in the physical form in respective office of Maharashtra State Electricity Distribution Company Limited. The request for registration will be verified by Maharashtra State Electricity Distribution Company Limited and after approval by the Competent Authority, a USB token for storing Digital certificate and 1 key, utility CD & BID wizard help manual will be issued by MSEDCL to the Bidders / Contractors. After generation of digital certificate with sr.no. etc. and receipt of U.S.B. token, the Bidder should visit to Company’s website and click on ‘Register Me’ link and fill up the form of Account information/Profile information/Registration Details. The Bidder will then get User ID & Password and thus they will become registered vendor of this office and will become eligible to participate in the BIDs of civil construction project works of Maharashtra State Electricity Distribution Company Limited subject to fulfillment of pre-qualification criteria of BID works. All the Bidders are requested to get themselves registered in advance and no extension of time limit will be considered for the delay in on-line Vendor Registration.

- 13.** BID Documents will neither be issued manually nor be sent by post or courier. Blank BID documents can be viewed and downloaded by registered intending Bidders online on website www.mahadiscom.in. from **26.09.2024 to 02.10.2024**. After payment of non refundable BID fees of **Rs.1000+18% GST** by/cash/ “in the office of the undersigned on all working days during the sale period.
- 14.** Pre-qualification bid and Price Bid duly filled in as per the procedure stipulated in the BID document and duly signed with digital signature will be received online on **03.10.2024 up to 13.00 hours**. It is advisable to submit the duly signed BIDs sufficiently in advance of due date & time so as to avoid last minute trafficking at server. The pre-qualification BIDs will be opened **online** on 03.10.2024 **at 15.00 hours**. In case the above opening date happens to be a Public Holiday, the immediate next working day will hold good in lieu of the date mentioned. The price bid of those who fulfill the pre-qualification criteria shall be opened on the same day at **15.00 hours**, if possible.
- 15.** BIDs shall be submitted only online and not in person. BIDs sent by post/courier will not be accepted. The BIDs will not be accepted after due date & time of submission. Further MSEDCL does not accept any responsibility for inability to use and/or for any delay in service provided by the site.
- 16.** Only tenders of really competent contractors, who are known to have adequate resources and specified experience in this field, will be considered and evaluated.
- 17.** The contractor must arrange for transport of all materials and include such costs in the rates quoted by him for the finished work.
- 18.** A schedule of quantities is included in the tender document. It shall be definitely understood that the Company does not accept any responsibility for the correctness of quantity in the Schedule and the Schedule is liable to alternations by omissions, deductions or additions at the discretion of the Executive Engineer (C), Bhandup, or his representative as put forth in the condition of contract.
- 19.** 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.
- 20.** 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 / Work order.
- 21.** The contractor will have to pay Security Deposit, amounting to 5% of the value of the contract in the form of FDR or equivalent Govt. securities in favour of “M.S.E.D.C.Ltd.” Alternatively, if the contractor so desires, 2.5% of the contract value may be remitted in form of Government Securities, Fixed Deposit Receipts and the balance 2.5% by way of deductions from first two R.A. Bills at the discretion of Executive Engineer(C) 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.
- 22.** 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.
- 23.** 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.
- 24.** Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to summary rejection.
- 25.** 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.

26. The rates to be quoted shall be for finished work complete in every respect and shall include charges involved in maintenance of work for a period of 6 months (if applicable) as reckoned from the date of completion of work as certified by the Engineer in charge.

27. 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.

28. 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 he 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.

29. 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.

30. The contract or any part thereof shall not be sublet without the written permission of the Superintending Engineer (C), Kalyan In respect of sub-letting of work in terms of labour contract, if any, shall be 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".

31. Tenders shall remain open for acceptance, for a period of 120 days from the date on which they are due for submission in accordance of tender notice or any other extended date for their receipt and during this period no tenderer shall be allowed to withdraw his tender. Any such withdrawal during the same period will entail forfeiture of the earnest money deposited by the tenderer.

32. Further information required, if any, can be obtained from the Office of the Executive Engineer (C), C.C.C.M. Division, Bhandup. It must be clearly understood that the tender must be submitted/ uploaded complete in every respect by the due date and time.

33. The taxes on raw materials or finished and fabricated materials shall not be paid separately by the Company. The rates quoted by the Contractor for the several items are deemed to include all taxes if any, paid

34. All taxes such as tolls, local octroi and other taxes, escort charges etc. shall be paid by the contractor.

35. Contractor should produce the certificate regarding registration under Contract Labour Act 1970.

36. Good & Service Tax (GST) : The new GST act will be applicable

37. Income Tax: In accordance with the provision made under Income Tax Act 1961, deduction of income tax at source at prevailing rate (i.e. 2%) on gross amount payable to you under this contract shall be effected from your bills. Such deduction shall not be made in the event of your being able to produce necessary exemption certification from the Competent Authority of Income Tax Department. If PAN no. is not quoted

on bill submitted to Department, Income Tax will be deducted 20% from the bill amount as per prevailing rules of Income Tax Department. Pan card number is essential on the bill for payment.

- A. This "Instructions To Tenders" shall form part of the contract.
- B. Conditional tenders shall not be accepted in any case.
- C. All the material to be used shall be get approved from the Engineer to charge prior to use at work.
- D. 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.
- E. In accordance with finance act and the subsequent company's circulars service tax will be recovered from your bills as per prevailing rates.
- F. The bidders should visit the site before quoting the rates and submitting the tender.
- G. The right to reject any or all BIDs without assigning any reason whatsoever is reserved by the Company.

38.Agreement: - As per rules of Maharashtra State Distribution Company Ltd., the agency shall execute an agreement in prescribed format within a period of two weeks from the date of issue of the work order. The cost of stamp paper will be Rs.500/- for works upto Rs.10 Lacs. Further, for works above Rs.10 Lacs, the cost of stamp paper will be Rs.500/- plus Rs.100/- for every Rs.1.00 Lacs or past thereof subject to maximum of Rs.5.00 Lacs. The cost of agreement shall be borne by agency. No payment shall be made to the agency under the contract till such time the agreement is executed by the agency.

39.Insurance:

As per Govt. Resolution and circular no.IA/A/insurance/29846 Dt. 25.09.2014. The contractor shall obtain Insurance Policy in respect of workmen deployed to complete the contract work for contractors all risk (CAR) insurance policy or Transit cum erection (TCE) or Erection all risk (EAR) insurance in respect of contract works awarded by MSEDCL on issue of letter of intent/work order, from National Insurance Co. Ltd., Jai Commercial Complex 1st Floor Opp. Punjnani Industrial Estate, Pokharan Road.1 Thane-400601. Email:261800@nic.co.in and submit premium paid receipt to dept. for every work order before starting of work or other wise 1% of the work order amount will be deducted from the bills payable to you at the time of making payment.

40. It must be clearly understood that the tender must be submitted/uploaded online complete in all respect on or before due date and time to avoid hurdles in submission of tender

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

Note:-All above rates are exclusive of all taxes and GST will be loaded on your bill as per Govt. notification /MSEDCL circular.

Executive Engineer (C),
Bhandup

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.**DEFINITIONS AND INTERPRETATIONS.**

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. "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.
3. "Contract " means the document forming Notice Inviting Tender, 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.
4. "Works"/"Contract Work" means the works or the work contracted and to be executed by the contractor in accordance with the contract.
5. "Company" implies "Maharashtra State Electricity Distribution Company Ltd. (M.S.E.D.C.Ltd.) In the entire tender document "CO." may also be read as Company.

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.**SPECIAL CONDITIONS OF CONTRACT****1. GENERAL**

These special conditions of contract supplement the instructions to Tenderers and the General conditions of Contract as stated in booklet of Tender and Contract for works as applicable to works contract and shall be considered as part of the contract document. Where the provisions of these special conditions are at variance with the General conditions of Contract, these special conditions shall prevail.

2. SCOPE OF WORK: Miscellaneous Civil maintenance work of DTC Substation of Palmbeach Subdivision under O&M Division Nerul.

3.LOCATION OF WORKS : at DTC Substation of Palmbeach Subdivision under O&M Division Nerul.

DRAWINGS:

- 4.1.1.** The drawings furnished along with the tender are only for giving general ideas for tendering and shall not prevail over the construction drawings furnished during the course of the contract of the description of the work under relevant item of Schedule "B"
- 4.1.2.** The dimensions described in the construction drawings and calculated dimensions shall be adhered to, but the drawings shall not be scaled. In case of discrepancy between the described dimensions and calculated dimensions, the contractor shall forthwith bring the discrepancy to the notice of the Design Office and obtain the corrections before proceeding head with the work. In case of failure to obtain clarifications of the discrepancy by the contractor, the same shall be at his risk and cost, unless otherwise ordered in writing by the Executive Engineer (Civil) - in - charge.
- 4.1.3.** "Notes" and "Schedules" incorporated in the drawings shall prevail over the details drawn / shown in the drawings, unless otherwise ordered in writing by the Executive Engineer (Civil) - in - charge.
- 4.2.** The drawings are for the tenderer's reference only. The drawings do not indicate all the details and are only generally indicative. The quoted rates should, however, be good for the final design and drawings to be issued later for construction. It shall be clearly understood that final drawings may not be identical to the enclosed for construction. It shall be clearly understood that final drawings may or may not be identical to the enclosed drawings and no extra claim from the contractor on this account would be entertained.
- 4.3.** The Company reserves the right to change the plans, alter locations. Delete portion 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 paid by the Company at contract rates or at reduced rates as applicable, for actual work carried out prior to such changes subject to, however, that such work carried out is as per Company approved drawing duly released for construction.
- 4.4** The Contractor will have to proceed with the work as and when the releases the drawings for construction. The contractor will have the releases the drawings for construction. The contractor will have to adjust his construction program to suit the issue of drawings. No. claim for any such adjustment will be entertained. It shall be specifically noted by the tendered that the Company will release the drawings for construction progressively.

5. PERIOD OF COMPLETION OF WORK:

- 5.1.** The time allowed for completion of the work shall be as stated in Tender notice Time being the essence of the contract, the failure of the contractor to give adequate progress shall be dealt with severely under various provisions of contract by withdrawal of work for any part, in part of whole and execution thereof through any other agency or Departmentally solely at the risk and other dues as per provisions of contract especially in the event of the work being delayed in such a way that over all progress is affected.
- 5.2.** In the event of execution of work being affected due to delay in handing over of site and / or non supply of drawings or materials under Schedule 'A' by Maharashtra State Distribution Co. Ltd. only extension of time limit as found adequate and justified shall be considered and no compensation for idle time and labour demobilization and remobilization shall be given by Maharashtra State Distribution Company Ltd.

6. CEMENT

The cement for various plain and reinforced cement concrete work supplied by the contractor shall generally conform to IS 8112 and as received from various cement manufacturing companies. The type of cement as to whether it shall be Ordinary, Rapid Hardening or Low Heat shall be specified. When no type is specified. Ordinary Portland Cement conforming to I.S. 8112 shall be used.

6.1. TEST

When tests are considered necessary, they shall be carried out as indicated in I.S8112-1989. The contractor should ensure that the cement is of sound and required quality before using it.

6.2 Deleted

6.3 Deleted

- 6.4. STORAGE:** Cement required for use shall be as fresh as possible and stored on planks raised 15 to 20cm above the floor and stacked 30 cm. away from the walls in suitable closed water-proof buildings at the work site or at the selected approved site, in such a manner as to prevent deterioration by dampness or moist atmosphere or intrusion of foreign matter. Cement shall be stored in such a way to allow the removal and use of cement in chronological order of receipt, i.e. first received being first use. Not more than 15 bags shall be stacked vertically in one pile and maximum width of the piles should not be more than 3 meters. Any cement which has deteriorated, caked or which has been damaged shall not be used. Cement concerning which there is doubt shall be condemned and shall be immediately removed from the work site. When temporarily stored in the open for use within 48 hours, it shall be kept on a platform of planks about 15cm to 20cm above ground and covered with a tarpaulin. Ordinary cement stored for more than 2 months from the date of receipt from the factory shall be subjected to test and used only if found satisfactory. The cost of tests shall be borne by the agency responsible for the storage after two month from receipt. Different kinds or brands of cement or cement of the same brand from different mills should be stored in separate groups and should not be mixed during use except when directed in writing by the Engineer Cement shall be kept in a store under double locking arrangement of the Department. A board indicating stock and daily transactions of cement shall be kept in each room of the cement store. Daily account of receipt and use of cement page shall be maintained by the Contractor in the proforma approved by the Engineer. This shall be kept in the store for verification by the supervision Departmental staff. Copies of the records shall be supplied to the Engineer regularly.

The cement shall not be stored for unduly long periods. It should not be handled in such a way as to impair its strength or useful characteristics.

6.5. REINFORCEMENT STEEL

The reinforcement bars for incorporation in R.C.C. works will not be supplied by the Company under Schedule 'A' and the contractor shall have to make his own arrangements for procuring the same from reputed manufacturers. Rollers or authorized dealers. Purchases of steel from unauthorized sources or

unauthorized dealers will not be permit. The reinforcement bars shall be either plain round mild steel bars conforming to Grade I of I.S. 432 or high yield strength deformed bars conforming to I.S 1786 or I.S 1139, as specified in the relevant drawings and as per the relevant item of Schedule 'B' Wire mesh or fabric where specified will confirm to I.S 1566. Each lot of the reinforcement steel shall be tested by the contractor in a laboratory approved by the Engineer -in-charge to confirm the specified quality No steel shall be permitted to be used in works nor any advance would be granted to the contractor by the Board, unless the test certificate confirming its quality under the provisions of the relevant T.S.S. is submitted by the contractor to the Engineer-in-charge.

- 6.6. All the reinforcement shall be clean and free from dirt, oil, paint, grease, mill scale or loose or thick rust at the time of placing. Bars or rods rerolled from scrap steel shall not be used unless tests show that they fully comply with the I.S. 432-1966.
- 6.7. **Storage :** Reinforcement steel shall be stored above ground surface upon platforms, skids or other supports to avoid distortion and sags of long lengths and shall be protected as far as practicable, from surface deterioration by direct contact with undesirable elements or by exposure to shall be stacked separately in racks and distinctly marked.
- 6.8. High Tensile steel Bars (Twisted) : The high tensile steel bars for use in prestressed concrete work shall confirm to I.S. 2090-1962.
The tensile strength of the high tensile steel bars shall be as specified in the special provisions of the item. In the absence of the given strength the minimum ultimate strength shall be taken as per I. S. I.
- 6.9. All material required for work has to be procured by the contractor only. In case of cement, steel, bitumen, water proofing chemical/compound G.I & PVC pipes etc of ISI approved and standard make, the contractor will have to procure it from authorized dealer and submit Xerox copy of purchase documents. Contractor will also have to submit Government license, transport delivery challan for procurement of material on lime stone, rubble, metal, stone dust, murum, sand, gravel, ordinary earth for use on work as the estimated rates are inclusive of Royalty charges which are supposed to be paid by the contractor/supplier
- 6.10. The contractor will be responsible for the safe custody of all the materials brought at site by the contractor and Advance payment made on these materials by the Company to the satisfaction of the Engineer -in-charge and he will be required to render proper account of the allocation and disposal of these materials, showing where they were used on the work amount of wastage etc. The contractor shall maintain a material accounts register, which shall be open maintain a material accounts register, which shall be open to inspection of the Engineer-in-charge at all times.
- 6.11. The Company will not be responsible for any delay in the procurement of the controlled materials as the same is to the done by the contractor. The contractor is therefore fully responsible for procurement of these materials and hence no claims for compensation or damage for idle time etc. will be entertained on this score and the rates quoted by the tenderer shall be deemed to cater for such exigencies.
- 6.12. The percentage rates quoted by the tenderer in schedule 'B' shall include for wastage margins and no extra shall be payable on this account. Wastage to the extent of 5% of 3% of the total quantity authorized and actually consumed in works shall be permitted while accounting for cement & steel respectively. However, if the actual wastage is more than the wastage stipulated, the cost thereof shall be recovered from the contractor at (i) issue rate OR (ii) the prevailing "Market Rate" at the time of recovery. Whichever is higher plus sales tax if applicable, plus 15% towards Board's overhead charges.
- 6.13. The reinforcement bars may be issued to the contractor for execution of the work under this contract by the Department if available in Departmental site stores. However the contractor will not only be responsible for the safe custody of this material issued by the Department but also to observe all formalities regarding issue, transportation, usage, balance return to stores and material accounting.

7.0. WATER AND ELECTRICITY :

7.1. WATER SUPPLY

The Company does not take any responsibility to supply water. The contractor should make his own arrangements for supply of water for construction work. The Company may accord necessary help in procuring water supply if available from the concerned authorities. The Company will supply water if available for construction purposes to the contractor at any one point only, as decided by the Executive Engineer-in-charge near the site of work or at one point near the contractor's labour colony (Provided however that the contractor is permitted to locate and has actually located his labour colony inside Company's area. No water supply for labour colony situated outside the area would be made by the Company) for domestic purposes, all at ground level. Additional points if considered necessary may be provided by the Executive Engineer Engineer-in-charge of the work at his sole discretion but only when the works to be executed under the contract are spread over a distance of more than 0.5%Km. However no claims, for any compensation for non provision of such additional points would be payable by the Company to the contractor. The contractor will be required to make his own arrangements for taking the water wherever required to suit his requirements by laying suitable pipe lines and constructing storage tanks of requisite capacity at ground level and installing pumps all at contractor's own cost. The Contractor shall take all precautions to prevent wastage and/or misuse of water. In case the contractor resorts to, in the opinion of the Executive Engineer-in-charge may disconnect the water supply and the contractor would in that event make at his own cost his own arrangements for supply of water and in such an event no reduction in the stipulated flat rate as mentioned hereunder for supply of water would be made.

7.2. The Company shall charge a flat rate of 0.5% (Quarter of one percent) of the gross value of works done under the contract for the supply of water and the recoveries would be effected, irrespective of the quantum of water supplied, from the running account bills at the rate of 0.5% of the gross value of each R.A bill including the value of all extra items, claims etc. (but excluding price variation) and before deduction of conditional rebates etc. but after application of unconditional rebates if any. Balance recoveries if any would be made from the final bill.

7.3. The Company however, shall not be responsible for any inconvenience caused to the contractor due to shortage or break down in supply of water due to any reasons. The contractor in such cases shall be responsible to make his own arrangements. No claim for compensation for idle time etc. will be entertained for the non supply or shortage of water, neither will any claim for reduction in flat rate chargeable as above would be entertained by the Company.

7.4. If such break down occurs in the water supply by the Company, and if, thereby the progress of work is hampered, it will be the duty of the contractor to increase the progress of work after restoration of the water supply.

7.5. If it is observed that the contractor is deliberately wasting or misusing the water provided to him under this clause, the Engineer-in-charge reserves the right to either temporarily or even permanently disconnect the water supply to the contractor or to impose on the contractor any penalty as deemed fit by the Engineer-in-charge and the contractor in such as event may have to arrange for water supply at his own cost. No reduction in the lump sum charges stipulated, however, will be admissible.

7.6. In case the contractor does not avail the facility for water supply offered under the above clause and makes at his own cost his own arrangements for supply of water., no reduction for the supply of water would be made from the contractor's bills. In such case, the contractor will have to inform the Executive Engineer - in-charge in writing before the commencement of the work that he is making his own arrangements for water supply for all his needs including construction and domestic purpose.

8.0. ELECTRICAL ENERGY

- 8.1. Electric power will be made available to the contractor for lighting and power at 2 different points, one for the works proper and one at contractor's labour colony (provided however that the contractor is permitted to locate and has actually located his labour colony inside Companies area) No electric supply for labour colony or for any other purpose outside MSEDCL, would be made by the Company under this clause and the normal rules and regulation and rates would be applicable for such supply. Such energy for power shall be supplied to the contractor at 230 V/440 V. The contractor shall have to carry out at his own cost, all further connections, as per electricity rules and regulations. Additional temporary points if deemed necessary in the interest of the work by the Executive Engineer (Civil) / Supdt. Engineer (Civil) may be given but solely at his discretion. However, no claim for any compensation, for non provision of such additional temporary points would be payable by the Company to the Contractor.
- 8.2. The Company shall charge a flat rate of 0.25% (One fourth of one percent) of the gross value of work done under, the contract for the supply of electrical energy and the recovery would be effected, irrespective of the quantum of electrical energy supplied from the running account bills at the rate of 1/4% of the gross value of each R.A bill including the value of extra items, claims (but excluding price variation) etc. and before deduction of conditional rebates etc. but after application of unconditional rebates if any, Balance recoveries if any would be made from the final bill.
- 8.3. The Company shall not be responsible for any inconvenience caused due to any failure of lighting and power supply and no compensation for ideal time, delay in works etc. can be claimed by the contractor due to such non supply, neither will any claim for reduction in flat rate will be entertained by the Company.
- 8.4. If such break down occurs in the supply of electrical energy by the Company and if, thereby the progress of work is hampered, it will be the duty of the contractor to increase the progress of work after restoration of electric supply, so that the overall monthly progress of the work is not affected.
- 8.5. In case the contractor does not avail the facility for supply of electrical energy offered under the above clause and makes at his own cost his own arrangements for his needs of electrical energy or resorts to making use of other forms of energy, no made from the contractors bills. In such case the contractor will have to inform the Executive Engineer-in-charge in writing before the commencement of the work.
- 8.6. The complete installation which the contractor has to undertake for his power supply should conform to the Indian Electricity Rules, 1966 and the Indian Electricity Act, 1910 with latest amendments and the specifications and standards laid down therein and as approved by the Engineer-in-charge.
- 9.0. **TOOLS, PLANT AND MACHINERY**
- 9.1. In respect of procurement of plant and machinery, it will be for the Contractor to apply to concerned authorities for necessary permit etc. under intimation to the Company. It will be for Maharashtra State Electricity Distribution Company, only to recommend the application in accordance with the prevailing rules and the entire responsibility and consequences in respect of non-receipt of machineries etc. even in spite of Companies recommendation shall have to be borne by the contractor.
- 9.2. All constructional tools, plant and machinery such as pneumatic drills, Air compressors, Concrete breakers, Pumps, concrete mixers, Hoists, Dumpers, Weigh batchers, Vibrators, rollers and all other required machineries etc shall be provided by the contractor for construction works.
- 9.3. The contractor shall state in Annexure 'B' the details of plant and machinery already held by him and likely to be earmarked for this work including their rating.
- 9.4. Such items of plant and machinery as are available with the Company may be made available at the discretion of the Engineer-in-charge to the contractor on payment of hire charges which will be recoverable every month from the contractor's bills and shall be charged for the entire period including idle days till return of the plant or machinery in working condition after use. No claim or compensation

will be entertained by the Company, for the delay caused to the works by the non-working of any machineries, tools, and plants given to the contractor by the Company on hire. The Contractor shall employ skilled operators for operating the equipment and return after use the equipment in the same running condition as they were when handed over to him. Any damage done to the equipment shall be made good by the contractor except normal wear and tear and the decisions as to whether such wear and tear is normal or otherwise shall rest entirely with the Company. The hire charges shall be as fixed by the Chief Engineer-in-charge from time to time.

EXTRA TAXES ETC.

All extra charges, and other duties for materials obtained for the works and on fabricated materials, if any, shall be borne by the contractor as also all taxes, local, State or Central including the turnover tax, all taxes applicable to works contracts etc. if any taxes for minerals etc. (Stone clay etc.) removed shall be payable by the contractor. All amounts due on this account shall be paid by the contractor directly to the authorities concerned. However, if so required by the concerned authorities the Company may recover the outstanding amount with 15% extra for overhead charges from the money due to the contractor or from his Security Deposit and the contractor will not be entitled to any refund from the Company on this account.

- 10.a In accordance with GST act and the subsequent company's circulars, GST will be loaded on amount of work executed in your bills further it should be paid by you directly to appropriate Authorities. GSTN number should be provided on every bills.

11.0 TIME IS THE ESSENCE OF CONTRACT

- 11.1 Time is the essence of the contract. The time shall be reckoned from the date on which the site of work is handed over to the successful tenderer, initially, 'to commence the works under the contract. The contractor shall commence his site mobilization and other preparatory works immediately on receipt of the letter of intent. Immediately on receipt of the work order he shall proceed with the work with due efficiency and without any delay except as may expressly be sanctioned or ordered by the Engineer-in-charge.
- 11.2. The contractor shall prepare a detailed schedule / Bar chart indicating the commencement and completion date for each foundation / structure under the scope of work to suit the time of completion stipulated under clause in tender notice and submit the same within 15 days from the date of issue of the letter of intent to the Executive Engineer-in-charge, for approval. This schedule / Bar chart shall be reviewed every fortnight, to ensure that the completion dates, for each foundation / structure, will be met or to institute corrective steps to maintain the targeted completion dates. The Company reserved the right to revise the above schedule / Bar chart and the contractor shall not have any right for compensation on this account. The contractor shall submit monthly progress report to the Engineer-in-charge, indicating the progress as per Bar Chart, anticipated problems and methods proposed to overcome such problems.
- 11.3 It shall however be clearly understood that it may not be possible for company to handover the entire site of the work to the contractor initially itself & the various part of the site may be handed over in stage also to suit company requirement & convenience. The contractor shall be expected to adjust & plan his works activities accordingly. It shall also be explicitly understood that the contractor shall have to execute and complete work under contract in stage in accordance with completion programme approved and intimated by Engineer in charge during the course of contract and handover to the company the complete work in accordance with such programme.

12.0. LABOUR CAMPS, HOUSING, ACCOMODATION ETC.

- 12.1. The responsibility for providing any accommodation feeding and sanitary necessities for the labour employed by the contractor shall be that of the contractor exclusively and such facilities shall be provided outside the Companies premises. The Company may provide the contractor with a space for building a temporary site office, store shed and material storage yard at a nominal rent of Rs. 100/- for

the duration of the contract period including authorized extensions. The contractor shall not use this space for housing any labour or supervisory staff of the contractor. Within one month of the completion of the contract, the contractor shall remove and handover to the Company. Such space made available to him in a clean, tidy and leveled condition.

- 12.2. The contractor shall not put up any unauthorized hutments, canteen or tea shops inside the Company area. Temporary structures, if any shall be provided only with the knowledge and proper approval of the Executive Engineer-in-charge, in writing.
- 12.3. It shall be very clearly understood that the land for putting up structures for housing contractor's labour and Engineer-in-charge of the work solely at his discretion (and at nominal rent of Rs. 100/- as above) only if the same is available and could be spared for the purpose. No structures for housing as above shall be put up by the contractor within the Companies area without the specific prior approval of the Executive Engineer-in-charge. No claim for any compensation shall be payable by the Company to the contractor if land as above for housing of contractor's labour and supervisory staff, is not provided by the Company.
- 12.4. The Contractor shall provide adequate supply of water for the use of labourers. The provision shall not be less than 10 liters of pure and whole some water per head per day for drinking purposes.
- 12.5. The contractor will also have to provide for sufficient latrines for the use of his workmen, male and female, and keep the same clean and disinfected at all times during the period of contract. He shall remove the same and disintect the ground and make good all damages on the completion of the work. In regard to accommodation for his workmen, latrines etc. he should comply with the local regulations. The contractor shall, where land is spared by the Company, after completion of work, remove all the huts and handover the piece of land back to the Company duly cleaned of all debris and disinfected.
- 12.6. The contractor shall make all preventive arrangement against out-break of epidemics and no compensation in the event of occurrence of any epidemic shall be payable by the Company.
- 12.7. While every effort will be made to allot different area of land to the contractor for his office, stores, labour camp, materials stacking yard etc. Without requiring him to shift during the tenure of the contract, if it becomes absolutely necessary for him to shift his office, stores labour camps or materials stacking yard for genuine reasons, and when so directed by the Engineer-in-charge, the contractor will have to shift the same without any compensation for the same from the Company, and within 15 days of the notice in writing received by him from the Engineer-in-charge for such shifting.
- 12.8. It shall be specifically noted that the allotment of different areas of land to the contractor for his office, stores, labour camps, material stacking yard, bar bending yard etc. shall be decided upon by Executive Engineer-in-charge and his opinion regarding the size and area of land as also the location would be final and binding upon the contractor. 'No claim from the contractor as to the location of land allotted to him is further off than what he had assumed in his tender would be admissible or entertained by the Company. Neither any claim for compensation for non-provision of land as above would be admissible or entertained by the Company.
- 13.0. CO-OPERATION WITH OTHER CONTRACTORS / AGENCIES
- 13.1. Apart, from the work under this contract, other works may be simultaneously going on either Departmentally or through other Agencies. Each contractor or Agency shall co-operate with the others to the fullest extent and shall allow to each other, every facility and co-operation for execution of their works simultaneously and satisfactorily, during the erection of machinery or execution of any other related o works. The contractor will have to work only at places as directed by the Engineer-in-charge. The contractor may sometimes have to suspend his work partially or totally in the interest of the whole project. In such cases and at such times, he will be informed from time to time and directed by the Engineer-in-charge, when to work. He may also be required to dismantle/shift his construction plant and equipment so as to cause minimum obstruction and inconvenience for erection of machinery and /

or any other construction operation's. In such cases, he shall not be given any compensation on account of reduction or stoppage of work or idle labour force or dismantling / shifting of his contraction plant and equipment etc. If shall, however, be seen by the Engineer-in-charge that the contractor is not put to unnecessary inconvenience.

- 13.2. In case the contract is split both the contractors shall execute the job by working in harmony with each other. They shall also execute such works which may be allotted to them during the course of the contract by the Engineer-in-charge even if the works so allotted relate to the scope of works of the other contractor.

14.0. WORKING HOURS

- 14.1. The hours of work for the labour employed by the contractor shall conform to the hours of working fixed by the Company.
- 14.2. If the Engineer-in-charge gives permission for night work, such night work shall not entitle the contractor to any increase rates.
- 14.3. Where night work is in progress, any excavated area shall be barricaded and shall be provided with red lights and all other working areas shall be well lighted to prevent accidental falls etc.
- 14.4. Work shall normally be done in single shift per day. However, the Engineer-in-charge reserves the right to order overtime / double shift / triple shift working if required by progress requirements and the contractor shall not be paid anything extra over his contract rates for such overtime/double shift/triple shift working. The Engineer-in-charge if he orders such additional shift's will arrange his Engineers for the usual supervision in addition to normal contractor's supervision.

15.0. CONTRACTOR'S SUPERVISION

- 15.1. The contractor shall, during the entire period, the works are in progress, employ a qualified Civil Engineer to be in-charge of the works with adequate experience in handling of jobs of this nature and with the prior approval of the Executive Engineer-in-charge. Such Engineer shall be constantly in attendance at the site during working hours, and also beyond working hours, when it may be necessary to give directions, orders may be given by the Engineer-in-charge and shall be received and obeyed by the Contractor's Engineer, superintendent or Foreman who may have charge of the particular part of the work in reference to which orders are given. If requested to do so, the Engineer-in-charge shall confirm such orders in writing. Any directions, instructions to him, shall be representative of the Contractor shall have all necessary stores, issue valid receipts for the same engage labour or purchase materials and proceed with the work as required for speedy execution.
- 15.2. None of the contractor's superintendents, Engineers Supervisors of labour shall be withdrawn from the work without due notice being given to the Engineer-in-charge. Further no such withdrawals shall be made if in the opinion of the Engineer-in-charge such withdrawals will jeopardize the required pace of progress or detrimental to successful completion of the work.
- 15.3. The contractor shall employ for execution of the work only such persons as are careful, skilled and experienced in their respective trades, and the Engineer - in - charge shall be at liberty to object to and require the Contractor to remove any person employed by the contractor in or about execution of works who in the opinion of Engineer-in-charges misconducts himself or is incompetent or negligent in the proper performance of his duties and all such persons shall not again be employed upon the works without the prior written permission of the Engineer-in-charge.

16.0. SECURITY REGULATIONS

- 16.1. The contractor shall strictly comply with the Security Regulations in force at the Companies site of work.

17.0. SAFETY PRECAUTIONS

- 17.1.** The contractor shall pay particular attention to ensure safety of his staff and workmen and others in the vicinity and shall be responsible for any other causes whatsoever except natural causes. He shall provide all necessary fencing and lights required to prevent accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim of any such person.
- 17.2.** The contractor shall at his own cost make good all damages incurred to the structures so as to deliver the whole of the contracted work complete and perfect in every respect. The contractor shall also make good or otherwise satisfy all claims for damage to the property of third parties caused by the contractor or his workmen or his petty contractors.
- 17.3.** The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protection necessary for the purpose. All work shall be done at the contractor's risk and if any loss or damage shall result from fire or from other causes, the contractor shall promptly repair or replace such loss or damage free from all expenses to the company. The contractor shall be responsible for any or damage to materials, tools or other articles used or held for use in connection with the work. The work shall be carried on to completion without damage to any work of property of the Company or of others and without interference with the operation of existing machinery, equipment or structure.
- 17.4.** The use of explosives in a manner which might disturb or endanger the stability safety or quality of the works will not be allowed Explosives shall be stored, handled and used as prescribed by the law and regulations of the Indian Union, the State in which the work is performed and sub-divisions thereof. Special attention must be given to immediate disposal of paper wrappings from explosives which are poisonous to livestock.

18.0. INDEBTEDNESS AND LOANS

- 18.1.** The contractor shall furnish to the Executive Engineer-in-charge, from time to time, during the progress of the work, it requested, authenticated statements showing the Contractor's total outstanding indebtedness in connection with the work covered by the Contract. Before final payment is made, the Executive Engineer-in-charge may enquire the Contractor to furnish satisfactory proof that there are no outstanding debts or liens in connection with the Contract. If during the progress of the work, the contractor shall allow any indebtedness to accrue to his approved Sub-contractors or others and shall fail to pay for discharge the same within five days after demand, then the Executive Engineer-in-charge may withhold any money due to the contractor until such indebtedness is paid, or apply the withheld amount towards the discharge thereof.

19.0. ARBITRATION

- 19.1.** In case any dispute or difference shall arise between the Company and the Contractor touching or concerning this Contract or the construction, meaning, operation or effect thereof or of any clause herein contained or as to the rights, duties or liabilities of the parties hereto respectively or of the company under or by virtue of these presents or arising out of or in relation thereto (except the matters for which the decision of the Company or of any final and binding on the contract) the same shall be referred to the arbitration of a single arbitrator in case the parties can agree upon one, otherwise to two arbitrators, one to be appointed by each party and one umpire to be appointed by the two arbitrators before entering upon the reference and in either case in accordance with and subject to the provisions of the Indian Arbitration Act, 1940 or any statutory modification or re-enactment thereof for the time being in force. The Arbitrator or the umpire appointed as above shall be bound to give a reasoned award (with detailed written itemwise reasons for the quantum of award declared by them) only and arbitrary unreasoned awards shall not be valid.

20.0. DEATH, BANKRUPTCY, BREACH OF CONTRACT ETC.

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

21.0. INSURANCE

- 21.1.** 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.

(b) Workmen's Compensation insurance full cover.

- 21.2.** 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.
- 21.3.** 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.
- 21.4.** 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 Executive Engineer-in-charge informed of all developments from time to time. The contractor shall be held liable for non compliance of any of the prescribed procedures in lodging of the claim, payment of premiaetc and in such an event the contractor shall have to make good and pay all damages and claims from his own funds.
- 21.5.** 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.

- 21.6.** All formalities towards insurance shall be completed by the contractor before commencement of the work. Copies of the insurance papers in duplicate alongwith 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.
- 21.7.** 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.

22. 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.

23.0. REDUCTIONS FROM CONTRACT PRICE

- 23.1.** 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 his any other contract with the Company, without prejudice to the Companies rights to recover the same by ordinary process of law.

24.0. REPLACEMENT OF DEFECTIVE WORK/MATERIALS

- 24.1.** If during the progress of the work if the Engineer-in-charge shall decide and notify in writing to the contractor, that the contractor has executed any unsound or imperfect work or has supplied any plant or materials inferior in quality or quantity to those specified, the contractor shall on receiving details of such defects or deficiencies have to make good the defective / unsound or imperfect work or replace imperfect materials, as per written instructions of the Engineer-in-charge, at his own expense with in such time as may be reasonably necessary for making it good, proceed to alter, reconstruct such work or supply fresh material upto the standard or the specification. In case the contractor fails to do so, the Engineer may, on giving the contractor seven days notice in writing of his intention to do so, proceed to remove the work or materials complained of and at the cost of the contractor, perform all such work and / or supply all such materials provided that nothing in this clause shall be deemed to deprive the Company or affect any rights under the contract which, it may otherwise have in respect of such defects or deficiencies and no interim

payments which may have delivered or work executed shall be looked upon as acceptance of such plant, materials or work.

25.0. INSPECTION AND TESTING

- 25.1.** The Engineer-in-charge and his duly authorized representative, shall have at all times reasonable access to the contractor's premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the structure during its manufacture or erection thereof and if part of the structure is being manufactured in other premises or works, the contractor shall obtain for the Engineer and for his duly authorized representative permission to inspect as if the plant or materials were manufactured or erected on the contractor's own premises or works.
- 25.2.** The contractor shall give the Engineer-in-charge notice of any materials being ready for testing and the Engineer-in-charge or his authorized representative shall on giving twenty four hours previous notice in writing to the contractor attend at the contractor's premises or works within fifteen days of the date on which the material is notified as being ready, failing which the contractor may proceed with the test, which shall be deemed to have been made in the Engineer's presence and he shall forth with forward to the Engineer-in-charge duly certified copies of the test reports in duplicate.
- 25.3.** In all cases where the contract provides for tests whether at the premises of works of the contractor, or of any sub-contractor the contractor shall provide, free of charge such labour materials, electricity, fuel, water stores, approaches and instruments as may be reasonably demanded to carry out effectively such tests of the structure in accordance with the contract and shall give facilities to the Engineer-in-charge or his Authorized representative to accomplish such testing. In all cases where the contract provides for tests on site. Such tests as to plat, materials, or workmanship shall be efficiently carried out by the contractor in accordance with the contract. Unless specifically provided otherwise, all tests shall be made at the contractor's works before
- 25.4.** The Engineer - in - charge shall on giving 7 (Seven) days notice in writing to contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or any materials, plant or workmanship which in his opinion are not in accordance with the contract or are in his opinion defective for any reason whatsoever.
- 25.5.** When the tests have been satisfactorily completed at the contractor's or sub-contractor's premises or works, the Engineer-in-charge shall issue a certificate to that effect, and no plant shall be supplied before such certificate has been issued. The satisfactory completion of these tests, or issue or any, not bind the Company to accept the plant so passed for dispatch certificate shallshould is on further tests or is otherwise found defective. The test so far as it is carried out on the Companies premises shall be carried out at such time as the Engineer-in-charges may approve, but the Company shall givethe contractor all reasonable facilities for carrying out the test.

26.0. PAYMENTS

- 26.1.** R.A bills shall be submitted by the contractor monthly to the Sub Divisional office on or before the date fixed by the Executive Engineer - in - charge for all the works executed in the previous month. The net payable amount of the R.A. Bill, would be effected after detailed audit etc. of the bill in the Divisional office. The tenderer shall clearly note that no claim for payment of interest / damage etc. for any delay in the net, payable amount under each of the Executive Engineer - in - charge but only after all works are completed and all finishing items, repairs and rectifications are completed in full and the work sites are cleared of all construction materials, surplus debris etc. and Companies land on which the contractor's labour colony, store shed, office shed etc are located are cleared, vacated and handed bank to the company in original condition and the Companies quarters, if allotted to the contractor is returned back to the company in good condition, all to the entire satisfaction of Executive Engineer - in-charge. It shall be clearly noted that no interest shall be payable by the Company on such retention amount, nor shall the contractor be entitled to claim any interest or other compensation on this account. However, the Executive Engineer - in - charge at his sole discretion may permit interim release of part of this withheld amount provided however that the balance works as stated above left over are only, minor and the reasons for non implementation of the conditions is not attributable to the contractor. No interim payment would however

be released during the contractual time limit or before completion of 98% of the work under the scope of the contract.

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

26.3 Every possible effort to finalize the final bill within 12 months from the date of completion of the work in all respects as certified by the Executive Engineer-in -charge shall be made. It is desirable for enabling early settlement of the final bill all material accounting shall be submitted by the contractor and all dues settled at pre-final bill stage itself. However, the tenderer shall clearly note that while every effort shall be made by the Company to stick up to the above schedule of payment, no claim for payment of interest/ damage etc. for any delay in the payment shall be considered or payable by the Company.

26.4 In case the final bill is not finalized within a period of twelve months form the date of completion, at the request of the contractor but at the sole discretion of the Executive Engineer-in -charge, payment of 100% of the net payable amount as assessed from the date available at that time (but only after Divisional audit) may be released to the contractor against submission of Bank Guarantee for an amount equivalent to 150% of such net payable amount, by the contractor . The Bank Guarantee shall be in the Company's standard proforma, and shall be valid till the final bill is actually paid to the contractor.

27.0 EXPLOSIVES, DIESEL AND PETROL

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

27.2 In the event of Diesel and Petrol being brought under rationing by the Government, necessary rationing permits limited to the quantum as decided by the Executive Engineer-in -charge shall be made available to the Contractor by the Company. All expenditure in this connection shall, however be borne by the Contractor.

28.0 INFRINGEMENT OF PATENTS

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

29.0 CHECK ON CONTROLLED MATERIALS

29.1 The Company shall render all possible help for securing priorities for supply of controlled materials which are required to be used in connection with the construction work. In case the materials issued either through or with the recommendation of the Company, it is absolutely essential for the contractor to maintain a correct and honest record of the daily consumption of the said material with particular reference to the turnout of the work done during the day. The Executive Engineer-in -charge or his authorized agent shall have the right to inspect and the account for these materials shall be presented for inspection whenever called for.

30.0 RETURN OF MATERIALS

30.1 All unused materials either supplied (outside Schedule "A" directly by the Company or obtained through the recommendations of the Company witch 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.

31.0 SUB - LETTING OF CONTRACT

- 31.1** The contract or any part thereof shall not be assigned or sub- let without the written permission of the Executive Engineer-in -charge. In case such a permission is granted. the responsibility for execution the work according to the specification and within the stipulated time limit and adherence to all regulations and laws in force shall entirely rest with the main contractor.

32.0 DAMAGE TO WORKS.

- 32.1** The works whether fully completed or incomplete all the materials, machinery, plants, tools, temporary buildings, and other things connected the works shall remain at the risk and in the sole charge of the contractor until the completed work has been delivered to the Executive 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 the works 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.

33.0 LAW AND REGULATIONS

- 34.0 33.1** The Company shall throughout the continuance of the contract in respect of all matters arising in the performance thereof, serve all notices and obtain consents, way leaves, approval and permission required in connection with the regulations and bylaws of the local or other authority which shall be applicable to the works.
- 33.2** All the works shall be executed by the contractor in accordance with the laws in force in India relating to the work and rules and regulations, thereunder and any statutory modifications there of wherever they are applicable, unless otherwise agreed to in writing by the Engineer-in -charge.
- 33.3** The contractor shall abide himself and fulfill all obligations enforceable under Enforcement of contract Labour (Regulation and Abolition) Act, 1970 as well as the payment under minimum wages Act and absolve the Company entirely of all responsibility under these Acts. In case the contractor has not fulfilled all the obligations under these Acts 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 these Acts are not fulfilled, in addition to the action being taken in accordance with the provisions of the Act, the contract may be canceled and deemed as having been abandoned by the contractor and action taken suitably in accordance with the terms of the contract.

34.0 TAKING OVER

- 34.1** When all performance tests called for by the specifications have been successfully carried out on completion of the work, the work shall be accepted and taken over when it has been satisfactorily certified, or within one month of its being ready for issue of such certificate, whichever shall be the earlier and the Engineer-in -charge shall forthwith issue a taking over certificate.
- 34.2** If for any reason other than the default of the contractor such last mentioned tests on site have not been carried out within one month of notice by the contractor to the Engineer-in -charge of the work being ready for test, the same shall be deemed to have been taken over as on the last day of such, period any payments due to the contractor on taking over shall be made, but the contractor at the Company's expense carried out said last tests during the maintenance periods. The performance guarantees/ Security Deposits under this contract shall however be released only after the stipulated test results indicate successful performance.
- 34.3** The tenderer shall specifically note that the contract is deemed to be completed only after the land and staff quarters allotted to the contractor by the Company are vacated by him and returned to the company in the same condition such land/ staff quarters are handed over to him by the Company.
- 34.4** The Engineer-in -charge shall not delay the issue of any taking over certificate contemplated by this clause on account of minor defects or items to be completed in the work which do not affect the

proposed use thereof provided that the contractor shall undertake to make good the same within a specified time limit.

- 34.5** The Engineer shall be at liberty at any time to put into beneficial use the whole or any part of the work he may desire to use pending completion and taking over of the same. The decision of the Executive Engineer shall be final and binding on the contractor as to whether the items are minor or important and if the Executive Engineer certifies that the items to be completed are important, notwithstanding anything contained in the contract, the taking over certificate shall not be issued.

35.0 CONTRACTOR'S LIABILITY FOR LOSS DAMAGE, ACCIDENTS ETC.

- 35.1** The contractor shall entirely be responsible for loss, damage or depreciation to the plant/building until the plant/building is taken over in the accordance with clause 41 above.
- 35.2** The contractor shall during the progress of the work, properly cover up and protect the plant form injury through exposure to weather or by any other cause and shall take every reasonably proper, timely and useful precautions against accident or injury to the same form any cause and shall be and remain answerable and liable for all accidents or injuries their to which, until the same are or be deemed to be taken over under Clause 41 above. The contractor shall be responsible for all damages and losses to the plant/ building/ machinery that may arise or be occasioned by the acts of commissions of the contractor or workmen, or sub-contract or and all losses and damages to the plant/building arising from such accidents or injuries or aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer-in -charge.
- 35.3** In the case of loss or damage to any portion of the plant/ building/ machinery delivered arising from or occasioned by other caused for which the contractor is no liable, the same shall if required by the Company be made good by the contractor in like manner but at the cost of the Company at a price to be agreed between the contractor and the Company of in default of agreement settled under clause 23 above.
- 35.4** Until the work shall be or deemed to be taken over as aforesaid, the contractor shall also be liable for and shall indemnify the Company in respect of all damage or injury to any property of the Company or of others, occasioned by the negligence of the contractor or his sub- contractors on account of any defective design, work or materials but no otherwise.
- 35.5** Notwithstanding anything contained in this contract, the contractor shall be liable to pay for any actual damage to the structure for reasons unforeseen or beyond the control of the Company during the period of maintenance as stipulated in this contract.
- 35.6** The contractor shall indemnify and save harmless the Company against all actions, suits, claims, demands, costs or the date when the plant shall have been taken over under clause 42 herein, by persons employed by the contractor, or his sub-contractors on the works, whether under the general law or under the workman's compensation Act 1923 as updated or any other statutory or law in force dealing with the question of the liability of employers and shall also take steps properly to insure against any claim there under.
- 35.7** On the occurrence of an accident with result in the death of any of the workmen employed the contractor or which is so serious as to be likely to result in the death of any such workman the contractor shall, within 24 hours of happening so such an accident, intimate in writing to the concerned Engineer-in -charge to the fact of such accident. The contractor shall indemnify the Company against all loss or damage sustained by the Company resulting directly or indirectly form his failure to give intimation in the manner aforesaid including the penalty or fines if any, payable by the Company as a consequence of Company's failure to give notice under the workman's compensation Act, or otherwise to conform to the provisions of the said Act in regard to such accident.
- 35.8** In the event of any claim being made, or action brought against the Company and arising out of the matter referred to and in respect of which the contractor is liable under this clause, the contractor shall immediately thereof, and with the assistance, if he so requires of the Company, but at the sole expense of the contractor, conduct all negotiations for the settlements of the same or any litigation that may arise there from. In such case the Company shall, at the expense of the contractor accord all available assistance for any such purpose.

36.0 ADVANCES

36.1 The contractor may be paid monthly alongwith R.A. Bills, a sum not exceeding 75% of the value of materials (provided they are of imperishable nature) except reinforcement steel and cement collected by them on the site of works and required for incorporation in works, on a certificate of value issued by an officer of the Company not below the rank of Dy.E.E. In case the contractor is required to purchase tested reinforcement steel and cement for incorporation in works the advance payable would be sum not exceeding 90% of the value of the steel and cement. The value of the material may be assessed by the Dy.E.E. in -charge on the basis of purchase vouchers submitted by the contractor and it is assessed proportionate value as a component of the relevant item which ever is less. The secured and interest free advance so paid shall be recovered from the subsequent R.A. bills as and when the relevant items of Schedule 'B' are released. The Board will have a liens on these materials against which advances have been released until the advance is fully recovered. All outstanding advances against materials in any case shall stand recoverable from the prefinal bill irrespective whether the materials against which the advances have been released have by that time been consumed in works or not.

36.2 No advance against machinery or towards site mobilization or on materials such as plywood or M.S. plates in form work etc. would be paid by the Company, to the contractor.

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 advice 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 POWER TO VARY OR OMIT WORK

38.1 No alteration, amendments, commissions, additions, suspension, or variation of the work (hereinafter referred to as "variations") under the contract as shown by the approved contract drawings or the specifications shall be made by the contractor except as directed in writing by the Engineer-in-charge. The Engineer-in-charge shall have full powers and subject to special conditions herein, from time to time during the execution of contract by notice in writing to instruction the contractor to make such variation without prejudice to the contract and the contractor shall carry out such variations and be bound by the same conditions as far as applicable as though the said variations occurred in the specifications. If any suggested variations would be in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees, under the contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not the same shall be carried out and if the Engineer confirms his instructions in writing 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 is warranted. The amount of such difference, if any shall be as certified and determined in accordance with the rates specified in the Schedule of prices, so far as the same may be applicable and when the rates are not contained in the said Schedules or are not applicable, they shall to settled by the Engineer -in-charge and contractor jointly and would be subject to approval of the Competent Authority of the Company which shall be final and binding on the contractor. In any case in which the contractor has received instructions from the Engineer-in-charge for carrying out the work which either then or later

on, 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, failing which the claim shall not be entertained nor shall the contractor be eligible for such claims.

39.0 COMPENSATION BY THE COMPANY

- 39.1 The contractor shall, on receipts of the letter of intent, draw up in consultation with the Executive Engineer-in-charge a work completion programme to complete the work within the stipulated time limit and submit it to the Supdt. Engineer-in-charge of the works. The programme shall be reviewed after every month by 'Executive Engineer and the contractor and modified it necessary taking into account the site conditions and progress achieved upto that stage. The Company shall make every effort to release the construction sites, working drawings and materials under schedule 'A' in stages to suit the mutually drawn up programme of construction. The contractor's rates shall remain firm for the stipulated total contractual time limit including a period of extension in time limit and no compensation for idle time labour, demobilization, re-mobilization or for whatsoever other reasons shall be payable by the Company to the contractor for any default on the part of the Company, in items of non supply of working drawings, schedule 'A' materials, release of construction sites or for whatsoever other reasons during the period of eight months.

40.0 MAINTENANCE AND DEFECTS LIABILITY PERIOD

- 40.1 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.
- 40.2 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.
- 40.3 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.
- 40.4 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.

41.0 RATES FOR EXTRA ITEMS OF WORK

For any item of work required to be executed under this contract and considered essential for completion of the work but for which rate does not exist in the contract shall preferably be derived from similar items under Schedule 'B'. However, schedule 'B' the rate for such extra item of work may be derived from the schedule of rates of public works Department of Government of Maharashtra applicable to the site of work during the period of construction.

However should the rate cannot be derived from any item under Schedule 'B' and from C.S.R. the rate for such extra item of work may be derived as under and shall include.

- (a) Cost (at schedule 'A' rates under clause 6 of supplementary conditions of contract) of materials issued under schedule 'A' to the extent actually incorporated in the works, including actual wastages subject to maximum percentages specified.

- (b) Cost of materials procured by the contractor to the extent actually incorporated in the works including actual wastages if any, subject however to maximum of 5% of the quantity actually incorporated in the works, and including all actual, expenses towards handling transport, taxes and octroi upto the site of work.
- (c) Actual cost of labour excluding any type of supervision.
- (d) 5% of (a) 15% of (b) 25% of (c) above to cover tools and plant supervision, overheads, contingencies and profit.

The 5% extra in respect of (a) indicated under (d) above shall be deemed to include all the cost involved in receiving the materials from Company's stores, handling, transporting, safe custody, storage site to site transport, return of surplus material to stores etc.

The tenderer shall clearly note that the rates for extra items arrived as above shall be subject to the approval of the Competent Authority of the Company and the decision of the Competent Authority of the Company shall be final and binding on the contractor.

- 41.2** The contractor shall be bound to executed all extra items of work which are interpreted by the Executive Engineer-in-charge of the works as contingent to the works included under the scope of the contract. In case of any dispute regarding interpretation, rates etc. the decision of the Chief Engineer would be final and binding on the contractor.

- 42.0 SALES TAX ON THE TRANSFER OF PROPERTY** 42.1 The tenderer shall quote their percentage rates for various items of schedule 'B' including the 'Maharashtra State Tax on the transfer of property in goods involved in execution of works contracts (Re-enacted) Act 1989' as amended upto date, turn over tax and all other taxes levied by the Government Local, State or Central and applicable to works contracts.

- 43.0** Keeping Site Record & submission of bills- A day-to-day record authenticated by a responsible officer of department and the representative of contractor in the proforma approved by the Engineer shall be maintained by the contractor on the work site and kept open to inspection. This shall contain working drawing issued by department, changes in drawings, and instructions given for works time to time, and record of material at site such as receipt of cement, M.S./ Tor steel bars of various dia, structural steel, G.I pipe, bitumen, waterproofing chemical etc., consumption of material under various items, balance material with dates, jointly taken measurements under various item time to time. On completion of works records shall be handed over to department. Contractor will have to submit the bill for the work executed along with Xerox copy of site record maintained to the Sub Divisional Officer.

44.0 SPECIAL NOTE

The above specifications are framed to illustrate the basic requirements for construction works involved in the respective items under schedule 'B'. It is likely that specific reference to minor split up item/items might not have been drawn up in the specifications with however should not form any viable scope of or the contractors to base any extra claim or interpretation to their advantage. The contractor under such circumstances shall be bound to carry out the works under the respective items in strict accordance to the best prevailing practice and workmanship.

The tenderers, however, in their own interest may bring to the notice of the undersigned any error/omission or discrepancy noticed in the description of item under the general specifications/ Schedule 'B' and get the same clarified prior so submission of their tenders. Such remarks/comments after opening of the tender shall not entitle the contractor to any extra claim whatsoever in any respect and the decision of the Executive Engineer, Civil Construction Cum Maintenance Division, Bhandup with regard to the interpretation applicable therefore shall be final.

45.0 PARTICULARS OF TENDERERS

- 45.1** The tenderer shall give details of his/ their particular in the format for contractors particular & upload.

45.2 Termination of contract

During the contractual period, if the performance work of the agency is poor /not satisfactory. The undersigned has the right to terminate the contract by giving 7 days Notice which will be final & binding on the contractor.

45.3 Penalty Clause :

Following penalty clause will be applicable for this contract.

Penalty shall be applicable at the rate of half 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 complete the work within stipulated 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.

Executive Engineer (Civil)
Bhandup

Dated signature & full Address
of the Tenderer, (Seal of the firm

4. TECHNICAL SPECIFICATION

4.1 GENERAL:

These specifications are intended for general description of the items in Schedule 'B' and that of technical specification on the contents of Schedule 'B' shall be prevail. No claim on account of any deviation as stated above shall be entertained by the MSEDCL which please note. The contractor has to quote his rates based on content of tender items or Schedule 'B', which please note.

The specifications are not intended to cover minutes detailed, and the works shall be executed in accordance with the best prevailing practice in Building and Communication, PWD, Irrigation and Power Deptt. of the Govt. of Maharashtra. The clarification to any clause shall be sought from the 'Standard Specifications' (Editions of 1965 or later edition corresponding to relevant items) of Building & Communications, PWD, Department of Government of Maharashtra together with concerned IS Specifications as referred to therein.

In the event of any controversies in these specifications, the decision of the Executive Engineer (Civil) MSEDCL shall be treated as final and binding upon the contractor.

- 4.1.1 All gold, silver, oil or other materials of any description and all precious stones, coins, treasures, relics and other similar things which may be found in or upon the site shall be the property of the MSEDCL and the contractor shall duly preserve the same and from time to time deliver the same to such person or person as the MSEDCL may from time to time appoint to receive the same.

The work to be carried out under this specifications shall consist of furnishing all tools, plants, labours, materials and everything necessary whether or not such items are specially stated herein for carrying out work under the specifications and as shown on the drawing, and as directed by Engineer all operations covered, within the intent and purpose of item or work.

This is firm rate contract and no price escalation and variation is payable in any case. The contract price is inclusive of all leads, all taxes, duties, royalties and all other incidental charges and are to be borne by the Bidder/Contractor.

- 4.2 **Inspection** - MSEDCL authorized Person will inspect the site as and when required. Any defect found during execution of work shall be rectified immediately. The bidder shall provide all facilities for caring out the inspection/special test and other routine test as per specification.

- 4.3 **Departmental supply of Materials** - Except Schedule 'A' material, department will not supply any material required for the work. All the material, machineries, labour, T&P are to be procured /arranged by the contractor at his own cost.

Signature of Bidder

Executive Engineer (Civil)
Bhandup

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO.LTD.**SCHEDULE – A**

Schedule showing the materials to be supplied from store from works contracted and rate of which they are to be changed for.

Sr. No	Particulars	Unit	Rate	Place of Delivery
--	Nil	--	--	--

TENDER No. EEC/CCCMDN/Bhandup/e-Tender No. 83/2024-25
MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

Name of work: Miscellaneous Civil maintenance work of DTC Substation of Palmbeach Subdivision under O&M Division Nerul.

Sr. No.	Description of item	QTY.	RATE	UNIT	AMOUNT
1	Providing services of unskilled labours for unforeseen work during contractual period such as removed stacking of scrap, unwanted material or shifting office records, keeping records work in the premises of MSEDCL offices as and when required as directed by Engineer-in-charge Engineer.	10.00	677.00	Per day	6770.00
2	Providing, fabricating and erecting at site of work the tubular steel structure (shed) as per standard design and specifications having various spans in between trusses and in multiples of standard length of bays as specified as per standard specifications, inclusive of cost of steel tubular trusses, tubular columns purlins, tie runners, foundation bolts, base plates, nuts and bolts, welding wherever required etc.as per detailed drawing inclusive of one coat of anticorrosive paint and two coats of oil painting of approved quality and shade etc. complete. Spec. No. : As directed by Engineer-in-charge.	2.27	120458.00	MT	273439.66
3	Providing and fixing colour coated Zinalume (R) AZ150 (min 150 gms/sq.mt. total on each side) profiled sheets for roofing. The feed material is manufactured out of nominal 0.45 mm Base Metal Thickness (BMT) (0.5 mm TCT), Hi-strength steel with min.550 MPa yield strength, metallic hot dip coated with Aluminium-Zinc alloy (55% aluminium 43.4% zinc 1.6% silicon) with COLORBOND (R) steel quality super durable polyester paint coat (with inorganic pigment). The paint shall have a total coating thickness of nominal 35 um, comprising of nominal 25 um exterior coat on top surface and nominal 10 um reverse coat on back surface. Profile sheet shall have nom. 950-1050 mm effective cover width and nominal 25-30 mm deep ribs with subtle square fluting in the five pan at nominal 180-250 mm center-to-center. The end rib shall be designed for anti-capillary groove and return leg. The feed material should have coil manufacturers product details marked a regular interval. Including fasteners with min. fastened with min. 25 um Zinc-Tin alloy coated, Hex head, self-drilling screw etc. complete. (weight of profile 4.52 kg/sqm)	403.00	1230.00	Sqm	495690.00
4	Providing fabricating and erecting M.S. door made out of M.S. angle frame of size 65 x 65 x 8 mm in two leaves with a grill of M.S. square bars of 12 mm size on the top with 0.10 m spacing horizontal and vertically and M.S. sheet of 16 gauge below the grill with necessary bracing of M.S. angle of size 40 x 40 x 5 mm as per drawing, including locking arrangement, fixtures, fasteners, at painting in two coats, over a coat of primer etc. complete as directed by Engineer in charge.	14.00	4190.00	sqmt	58660.00

5	Removing materials derived from the dismantling of tiles, plaster, flooring bedding & other rubbish materials obtained during the construction work by loading in the trucks manually & disposing off the same out side the premises wherever municipal corporation permits etc complete as directed.`	3.00	2829.00	Truck Load	8487.00
			Total Rs.		843046.66
			SAY TOTAL RS.		8,43,047.00

(Rs. Eight Lacs Forty Three Thousand & Forty Seven Only)

(Note:- Above rates are Exclusive of GST & inclusive labour welfare and amenities)

Executive Engineer(C)
Bhandup

SCHEDULE 'C'

Prescribed Proforma under Contract –

The various conditions of contract in the foregoing chapter prescribed certain approved Proforma for use under this contract for several operations, deviations from which are not generally accepted. The text of such proforma and the governing details thereon are brought out here under: -

WRITTEN AGREEMENT

The written agreement with the MSEDCL shall be executed by the Contractor on a non-judicial paper of Rs. 100/- (Rs. One hundred only) for the annual contract and contracts having work order value of Rs.10 Lakhs and more and time limit of 6 months and above. Whenever indicated in the work order accepting a tender and shall be executed as per Proforma – “ B ” to this schedule. The written agreement shall be signed by the contractor all the partners of the partnership firm or company or by a person named and authorized under a General Power of Attorney. The memorandum or understanding of the firm or the partnership deed shall be registered and registration number and reference intimated in writing to the Engineer In charge.

SPECIAL POWER OF ATTORNEY

The General of special power of Attorney authorized any person or any of the partners of the Company partnership firm or the firm of Contractors or a Proprietary firm shall be executed on a non-judicial stamp paper of Rs. 50/- (Rs. Fifty only) and shall be on the Proforma “ C ” to this Schedule, Registration.

Power of Attorney shall be executed separately for each contract and shall be deposited in original individually with the Engineer In charge even if more than one contract is awarded to the same contractor separately under different Engineer In charge or under the same Engineer In charge. Copies of Power of Attorney shall not be valid.

A Special Power of Attorney shall separately be executed and pledged with the Engineer In charge issuing stores, authorizing the person named for drawl of Schedule “ A ” materials from stores, should the contractor desire to draw the same through his transporter or agent, accepting the responsibility for recovery of bill of materials issued under this contract.

Notwithstanding that such a power of Attorney authorized a person to do several acts and other things for and on behalf of the contractor it shall be clearly understood that the Final Bill invariably settled with the main partner or the person to whom the contract is awarded only and only on whose death or dissolution of his firm shall the Final Bill be settled with the legal and authorized receiver of such settlement.

Grant of extension in time of work should the contractor desire an extension of time for completion of the work or grounds of his having unavoidable been hindered in the execution of work or on any of the admissible grounds, he should apply to Engineer In charge in writing immediately within 15 days of his facing such hindrance or prevention from doing his work extending the cause for such extension. Further irrespective of his intermittent request and intimations at the cause of valid reason for such extensions, shall again apply for and obtain written permission to keep the work in continues progress beyond the prescribed stipulated dates of completion of the work. Such request may be made on the Proforma – “ D ” to this schedule.

Unless as aforesaid such a written permission is obtained from the Engineer In charge, the contractor shall have no claim on the works executed beyond the stipulated dates and the Engineer In charge may at his discretion permit to carry out further work or take action under the General Condition of contract.

Notwithstanding that such a permission is accorded by the Engineer In charge to continue the work beyond the stipulated time limit, the same shall be subject to approval and grant by the Competent Authority of the MSEDCL and without prejudice to his rights to impose penalty or liquidated damages on the contractor. Whereas a contractor is granted extension of time limit by the Competent Authority with levy of penalty on liquidated damages and rejecting the claim of price escalation under this contract, the contractor may make an approval to the next higher Authority of MSEDCL. Signature of the contractor Authorized signatory Common seal Seal of office

**Signature of the Contractor
Common Seal**

**Authorized Signatory
Office Seal**

RTGS FORMAT

I/We here by authorized MSEDCL to release the payment through RTGS instead of A/C payee cheque as mentioned in the purchase order. The details of our bank Accounts are given below.

- 1)**Name of supplier/Contractor:** (As per Bank Account.)
- 2)**Name of Bank:**
- 3)**Branch with address:**
- 4)**Current Account No.:**(core Banking No. ,if A/C No. starts with zero .
please put up leading zero before A/C No.(00XX)
- 5)**RTGS No./(IFSC Code:** (Indian financial security code)5th digit must '0'.
- 6)**MICR Code of the Bank:**
- 7)**Companies email ID:**
- 8)**Contact Name& Telephone No.:**(Name with designation)Mobile No .if any.

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

Seal of the Company.

Signature
(Owner/Director/proprietor/Designation)

PROFORMA 'A' TO SCHEDULE 'C'**FORM OF BANK GUARANTEE FOR**

(i) Security Deposit.

(ii) Final Bill.

1. The Bank of _____

Hereby agrees unequivocally and unconditionally to pay within 48 hours, on demand in writing from the Maharashtra State Electricity Distribution Company Ltd. or any office authorized by it in this behalf, of any amount and not exceeding Rs. _____ (in figures) _____ (in words) to the said Maharashtra State Electricity Distribution Company Ltd. on behalf of M/s. _____

Who have (i) tenderer for (ii) entered into a contract for the work of _____

(iii) Have sought and obtained advance on their final bill under the contract of the work of _____

2. This agreement shall be valid and binding on this Bank up to and including _____ (date) and shall not be terminated by notice for any changes in the constitution _____ of the Bank or the firm of contractors, or by any other reason whatsoever and our liability hereunder shall not be impaired or discharge by any extension of time or variation or alternations made, given, conceded or agreed with or without or knowledge or consent by or between parties to the said within written contract.

3. Our liability under this Guarantee is restricted to Rs. _____ and shall remain in the force until the (date). _____ (Date of expiry of the Bank Guarantee) unless a suit or action to enforce a claim under the Guarantee is filed against us within six months from the date all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from liabilities there under.

Signature of the Authorized Person.

Name:

Personal No.

Seal of Bank.

Note: Value of stamp paper for this Bank Guarantee shall be Rs. 100/- and cost shall be borne by the contractor.

PROFORMA “B” TO SCHEDULE “C”

(On non-judicial Stamp Paper of Rs.100/-)

FORM OF WRITTEN AGREEMENT

THIS AGREEMENT is made at Mumbai day _____ day _____ between M/s. _____ (hereinafter referred to as the contractor, which expression shall, unless excluded or repugnant to the context, shall include its successor or permitted assigns) on the one part and Maharashtra State Electricity Distribution Company Ltd (hereinafter referred to as the “MSEDCL” which expression shall, unless excluded or repugnant to the context, include its successors or assigns) of the other part.

WHERE AS THE Executive Engineer (Civil), CCCM Division, Bhandup invited tenders according to the powers delegated to him as per rules, for the work of _____ (Hereinafter referred to as “the said work”) in accordance with the terms, conditions, specifications connected thereto, where the same tender has been accepted by the Executive Engineer (Civil), CCCM Division, Bhandup on behalf of the “MSEDCL” being the competent accepting authority and in pursuance thereto a contract is concluded with the “Contractor” on the terms and conditions specified in the work order bearing reference No. _____ dated _____ and more exhaustively describe in the printed booklet, “**Original Tender and Contract for Civil Engineering Works**” and connected schedules thereto forming part of the tender documents submitted by the contractor.

NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED AND DECLARED AS UNDER: -

In consideration of the value of the Contract of **Rs:** _____ (Rs. _____) as made out in the work order placed with him, the contractor hereby covenant with “MSEDCL” that he shall and will do and perform all the works and things under the contract mentioned and described under the said specifications, and also which are implied there form or may reasonably be necessary for the due completion of “the said work” within and such time and in such manner and subject to the terms and conditions contained and stipulations contained and applicable in this contract and “MSEDCL” shall arrange to pay the contractor, all the sums of money as and when they become due and payable to the contractor under the provisions of this contract.

AND DECLARES FURTHER THAT

- 1) The contractor shall hereby undertake the said works of _____ in a complete and fit manner as more clearly described under the scope of the work together with all ancillary and works under this contract.
- 2) The contractor shall indemnify “MSEDCL” from all claims against any injury caused to any person whether workmen or not, while in or upon the works or the site of work and “MSEDCL” shall not be bound to defend any claim brought under the Workmen’s compensation Act, and “**The Contractor**” shall be liable for all such claims, as more clearly described in the several conditions of contract.

- 3) The contractor shall ensure and attain the require timely progress in this work, since time is the essence of this contract, complete the work in a responsible and workman like manner, use only approved quality of material, and abide by and comply with all the technical directives of the Engineer In charge appointed by the Competent Authority of the MSEDCL under this contract.

The original accepted tender of the contractor, along with all the reference (if any) prior to and till the acceptance of this contract all the conditions, and specifications contained in the printed booklet maintained here before including the work order placed on the contractor forming schedules hereto shall be deemed to be part of this Contract. The said papers are,

Original Tender submitted – _____

Work order No. EE (C)/_____

1. Signed by Shri _____ behalf of M/s. _____ and by Shri. _____ EE (C) or and on behalf of the MSEDCL for the purpose of identification.

DOCUMENT FORMING THE SCHEDULE HERETO.

1) Letters bearing dates - _____

2) Work Order No- EE (C)/ - _____

3) Original Tender Submitted by – M/s. _____

IN WITNESS WHEREOF the parties hereunder have set their hands to this Agreement on the dates respectively mentioned against their signatures.

This day of _____ signed, sealed and delivered by duly constituted attorney

For and behalf of contractor-

Shri.

In presence of

1.

2.

Signed, sealed and delivered by -

Shri. _____

Executive Engineer (Civil), CCCM Division, Bhandup

In presence of

1.

2.

PROFORMA “C” TO SCHEDULE “C”On Rs.50/- Non-Judicial Stamp Paper)**FORM OF POWER OF ATTORNEY.**

Know all men by this presents that _____ (Name of the Company/Firm) a
 Company/Firm of contractors currently registered under the registered office at

Shri. _____ (hereinafter referred to as “the contractor”
 hereafter called “the Attorney) to be their true and lawful by constituted attorney for them and on their behalf
 to do and execute such acts, deeds and things in respect of the contract for the work of construction
 of _____

(Name of the work allotted)

(Hereafter referred to as the said contract) **Maharashtra State Electricity Distribution Company Ltd.**
 (Hereinafter referred to as “the department” or “the MSEDCL”).

BY THIS IT IS RECOGNISED, AUTHORISED AND DIRECTED AS UNDER, THAT THE above named
 attorney shall and will as time come.

1. To open all letters and carry on and conduct such correspondence as necessary or act as the attorney may think it proper or expedite in connection with the said contract.
2. Sign monthly running account work bills, (hereinafter referred to as RA bills), site orders, measurement books, indents for receipt of stores of the department and all accounting documents in connection with the above contract only, looked after as manager and supervisor by the attorney, and be responsible therefore, except all such matters in the final bill of the contract for and on their behalf.
3. Demand for, recover and receive crossed order cheque drawn in the name of contractor and give good effectual receipts for the same of all moneys now due, owing or payable or to the contractor whether solely or jointly with any other person or person, restricted to the above said contract over the seal of the contractor.

AND FURTHER AUTHORISE

1. The attorney to deposit any cheque/money coming into his hands into the contracts account with any bank or bankers with which the contractors have an account.
2. To commence, carry on or defend all suits and other proceedings touching the said contract or any matter or thing in which the contractor may be in anyway concerned in the connection therewith, with proper separate return approval of the contractor.
3. Provided that the attorney is not authorized to negotiate or enter into any borrowings in any manner and further provided that the attorney is not authorized to pledge or dispose off any asset of the contractor without his written authority.

And the contractor hereby ratifies and confirms: -

All and whatsoever the attorney shall do or put forth to do or cause to be done under the said contract for the purposes connected with the department under any by virtue of these presents.

The validity of this Power of Attorney shall stretch over the entire period of the said contract, including authorized/approved extension, if any from the date of its issue but it shall ipso-facto cease and be cancelled on the date the attorney will leave and cease to be in the trust of the contractor as so made and declared under the hand and seal of the contractors, if this takes place before the expiry of the validity of this Power of Attorney.

The duly constituted attorney shall sign on the documents only using the stamp of the contractor as witnessed hereunder.

Specimen signature with –

Authorized seal	1)
or stamp	2)
	3)
In witness thereof	1)
	2)

In witness whereof the common seal of the contractors _____

hereinafter affixed on_____

This _____ day of _____.The specimen signature of
_____ also stands verified and witnessed.

Signature of Contractors.

Common Seal.

(To be signed sealed and delivered in original to the Engineer In charge by contractor.)

PROFORMA “D” TO SCHEDULE “C”**FORM OF APPLICATION**

Ref. No.

Contractor's Address & date:-

To,
Executive Engineer (Civil)
CCCM Division, Bhandup.

Sub. : Our contract for _____

Grant of Extension in time limit.

Ref.: Work Order No. _____ dated _____

Dear Sir,

With reference to the above Contract under execution under your kind control, I/We have come across the following difficulties beyond my/our control to offset or prevent, which is likely to obstruct and hinder in the smooth progress of the work upsetting the schedule of progress worked out and submitted by you.

The distinct and genuine reasons or causes being as under: -

- i)
- ii)
- iii)

I/We am/are trying and offering out best efforts in the direction of making up the short fall and completion of the remaining works as per the schedule of programmed since revised, attached.

I/We request you, Sir, earnestly to consider my/our request on the satisfaction and reason of the circumstances beyond my/our control and permit me/us to continue our works without the attachment of the penalty clause.

I/We also request you to kindly approve and grant us Extension of time limit up to _____ for the contract and oblige.

Yours faithfully,

Signature of Contractor

Name of Work: - Miscellaneous Civil maintenance work of DTC Substation of Palmbeach Subdivision under O&M Division Nerul.

Check list cum Technical Bid / Pre-qualifying requirements

Sr. No.	Particulars	Particulars of the Tenderer
1	Purchase of Tender: i) Details of online purchase of Tender	
2	Earnest Money Deposit:- Copy of money receipt of payment of EMD in case of cash or DD and 'transaction receipt' in case of online payment. EMD conditions for this Tender will be applicable as per norms given by Government Of Maharashtra.	
3	Type of Concern : / Firm Whether the unit is Proprietary / Partnership / Private Ltd. Or limited Company, if firm is registered under Limited liability partnership (L.L.P.) if register under private limited or limited company authorized documents of director of company Please upload the document	
4	Valid Registration certificate of Civil contractor from Government / Semi Government department in appropriate class like PWD /CPWD/MES/Railways or any other Govt//Semi Govt. Department/ &please upload certificate.	
5	Past Performance: Experience of having successfully completed similar nature of works with Govt./Semi Govt./public sector during last 5 year ending last date of month previous to the month in which tender are invited should be either of the following. i) Three similar completed work each costing not less than 40% of the estimated cost. ii) Two similar completed work each costing not less than 50% of the estimated cost. iii) One similar completed work costing not less than 80% of the estimated cost.	
6	Valid Solvency certificate from Nationalized/Schedule Banking original or attested true copy at 20% of the tender cost i.e. issued not earlier than 12 months from last date of submission of tender.	
7	GSTIN Registration Certificate issued by Govt. Department	
8	Copy of PAN card issued by Commissioner of Income Tax and filed Income Tax return of the previous financial year.	
9	E.P.F Registration Certificate under provident fund act 1952 (If applicable)	
10	ESIC (Registration Certificate (If applicable)	
11	Average annual financial turn over from registered chartered accountant for last 3 financial year ending 31 st March of previous financial year should be at least 30% of the estimated cost.	
12	Any other information	

Note: - 1) The tenderer should get attested all above said documents & Scanned & submit / upload online without fail. If tenderer fails to do so, price bid of tenderer may not be opened.

Signature of contractor
(Upload this page duly filled up)

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**TENDER No. EEC/CCCMDN/Bhandup/e-Tender No. 83/ 2024-25**

Name of Work: - Miscellaneous Civil maintenance work of DTC Substation of Palmbeach Subdivision under O&M Division Nerul.

CONTRACTOR'S PARTICULARS

-
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 :
in case of partnership or
of the constitution 1)
2)
3)
4)
 6. Name of Manager or Managing Partner/Director :
 7. Standing in Business (Date of Establishment) :
 8. Details of Tools, Plants and equipments available :
 9. Name of your important Customers :
(Details of commencement and completion including cost of work and period)
 10. Annual turn over of firm in Rs. :
 11. Whether your firm is registered under Municipal Act and/or Maharashtra Government shops and Establishment Act. :
 12. Bankers (Details of solvency) :
 13. **GST IN No.** :

14. E.S.I.C. Registration No. :

15. E.P.F. Registration No. :

NOTE:

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

Signature of the Contractor

Place: -

Date: -

Note: - Tendered should duly filled up his particular & submit online.

MEMORANDUM OF TENDER DECLARATION**TENDER No. EEC/CCCMDN/Bhandup/e-Tender No. 83/ 2024-25**

Name of Work: Miscellaneous Civil maintenance work of DTC Substation of Palmbeach Subdivision under O&M Division Nerul.

Estimate Cost **Rs. 8,43,047.00** (exclusive of all taxes).

1) I / We declare that I / We have made myself / ourselves thoroughly conversant with the tender terms & conditions & local conditions regarding all the required construction materials and labour and time limit on which my / our rates for the work are based.

2) I / We have gone through and apprised myself / ourselves of the various items and rate covered under in the Schedule "B" bill of quantities and the rates.

3) I / We hereby tender for execution of work at uniform percentage rate of estimated cost / rate

a) _____ % percentage (In words _____)

BELOW the estimated rates entered in Schedule .B.

b) At Par (As per estimated rates).entered in schedule "B"

c) _____ Percent (In words _____)

ABOVE the estimated rates entered in Schedule-B.

Name of Tenderer Firm
& Address

Signature of Tenderer
With Seal name & Date

Note: - 1) Strike out whichever is not applicable.

2) The percentage rate shall be filled in both words & figure. Correction if any shall be re-written and dated sign. In the event of any discrepancy between the percentage in words & in figure the percentage rate in words shall prevail.

3) If the quoted percentage variation is more than (+) / (-) 5% (Five percent) rate analysis / justification shall be submitted online with tender

4) No price escalation variation is applicable to this work & no claim for price variation will be entertained on any account.

LIST OF SERVICES

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

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	MEMORANDUM OF TENDER DECLARATION IN PDF	Price Section	Civil Work General	MEMORANDUM OF TENDER DECLARATION IN PDF FILE
2	Past Performance: Experience of having successfully completed similar nature of works w	Technical Section	Civil Work General Services	Past Performance: Experience of having successfully completed similar nature of works with Govt./Semi Govt./public sector during last 5 year ending last date of month previous to the mont
3	Type of Concern : / Firm Whether the unit is Proprietary / Partnership / Private Ltd. Or limited Com	Commercial Section		Type of Concern : / Firm Whether the unit is Proprietary / Partnership / Private Ltd. Or limited Company, if firm is registered under Limited liability partnership (L.L.P.) if register under private I
4	Valid Registration certificate of Civil contractor from Government / Semi Government department in a	Commercial Section		Valid Registration certificate of Civil contractor from Government / Semi Government department in appropriate class like PWD /CPWD/MES/Railways or any other Govt//Semi Govt. Department/ &please uploa
5	GSTN Registration Certificate issued by Govt. Department	Commercial Section		GSTN Registration Certificate issued by Govt. Department
6	Copy of PAN card issued by Commissioner of Income Tax and filed Income Tax return of the previous f	Commercial Section		Copy of PAN card issued by Commissioner of Income Tax and filed Income Tax return of the previous financial year.
7	E.P.F Registration Certificate under provident fund act 1952 (If applicable)	Commercial Section		E.P.F Registration Certificate under provident fund act 1952 (If applicable)
8	ESIC (Registration Certificate (If applicable)	Commercial Section		ESIC (Registration Certificate (If applicable)
9	Average annual financial turn over from registered chartered accountant for last 3 financial year en	Commercial Section		Average annual financial turn over from registered chartered accountant for last 3 financial year ending 31 st march of previous financial year should be at least 30% of the estimated cost.
10	Earnest Money Deposit:- Copy of money receipt of payment of EMD in case of cash or DD and 'transacti	Commercial Section		Earnest Money Deposit:- Copy of money receipt of payment of EMD in case of cash or DD and 'transaction receipt' in case of online payment. EMD conditions for this Tender will be applicable as per norm
11	Purchase of Tender: i) Details of online purchase of Tender	Commercial Section		Purchase of Tender: i) Details of online purchase of Tender
12	Valid Solvency certificate from Nationalized/Schedule Banking original or attested true copy at 20%	Commercial Section		Valid Solvency certificate from Nationalized/Schedule Banking original or attested true copy at 20% of the tender cost i.e. issued not earlier than 12 months on date of opening.