Maharashtra State Electricity Distribution Co. Ltd.

Tender Details	16-07-2026 05:15:13
Tender Code	EEC/RTN/eT-16/2026-27
Tender Type	Works Tender
Type Of Bid	Two Bid
Description	Arresting leakages and other misc. works at Class-IV Staff Quarter Nachane colony Tal. & Dist. Ratnagiri.
Estimated Cost (In Lakhs)	9.96
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	A S Andhansare , 7875765016 ,eecratnagiri@mahadiscom.in
Pre-Qualifying Req	1. Valid registration certificate of civil work contractor ship from the concern organization (for partnership). The tendered shall be registered in Central /State Govt. Department such as PWD/MES/Railways/CPWD/MJP, etc. 2. Valid PF registration certificate or upload the undertaking by mentioning the section / clause from valid supporting document (GR, Circular etc.) Also, upload/ enclose the copy of relevant supporting document. 3. Experience: (A) Experience of having successfully completed similar works during last 05 years (i.e. After Month of July -2021)as a prime contractor and ending last day of month previous to the one in which tenders are invited should be either of the following:- a) Three similar completed works costing not less than the amount equal to 40% of the tender cost i.e. Rs. 398523.00 OR b) Two similar completed works costing not less than the amount equal to 50% of the tender cost i.e. Rs. 498154.00 OR c) One similar completed work costing not less than the amount equal to 80%of The tender cost i.e. Rs. 797046.00 (Experience criteria as per guidelines issued by Central Vigilance Commission (CVC), Govt. of India. Definition of Similar Works:- “Similar work” in this tender is defined as“ The bidder should have experience of successful completion of Civil maintenance works. 4. Receipt of EMD Paid.(Upload the transaction receipt in case of online payment) 5. Registration certificate of Goods and

	Service Tax (GST). 6. Last 03 Years average around Turnover Certificate equivalent to 30% of tender value. 7. Last/recent year Income Tax Returns & C.A. certified copies of profit loss & balance sheet for last 3 financial years. 8. Partnership deed (in case of partnership firm). 9. A valid Solvency certificate from Nationalized/ Scheduled at 20% of the tender cost i.e. issued not earlier than 12 months on date of opening of tender. 10. Duly filled declaration on Rs. 500/- Stamp Paper 11.PAN Card. 12.Last/recent year Positive Net worth Cert
Budget Type	Revenue
Scheme Code	NA
Scheme Name	NA
Department	Civil Department
Office Type	DIVISION
Location Type	Ratnagiri Civil Division
Designation	Executive Engineer(Civil)
Pre-Bid Meeting Address	Executive Engineer (C) Civil Division MSEDCL, Ratnagiri
Bid Opening Address	Executive Engineer (C) Civil Division MSEDCL, Ratnagiri
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	17-07-2026 00:00
Tender Sale End Date	24-07-2026 11:00
Bid Start Date	17-07-2026 00:05
Bid End Date	24-07-2026 13:00
Pre-Bid Meeting Date	23-07-2026 11:00
Techno-Commercial Bid opening on	24-07-2026 14:00
Price Bid opening on	24-07-2026 15:00
Annexure C1 Opening Date	NA
Winner Selection Date	24-07-2026 16:00
Can Bidder Opt EMD Exemption	N

EEC/RTN/eT- 16 /2026-27

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

Tender Specification Tender No. EEC / RTN /eT-16/2026-27

ESTIMATED COST Rs. 9,96,307.00 (Including GST)

TENDER FOR

Arresting leakages and other misc. works at Class-IV Staff Quarter Nachane colony Tal. & Dist. Ratnagiri.

E-TENDER SUBMITTED BY
M/S_____

_____

Time Period: 04 Months

Earnest Money Deposit : Rs. 9,960.00

Opening Date of sale: From 17.07.2026 to 24.07.2026 at 11.00 AM

Due date of Submission : on dtd. 24.07.2026 upto 13:00 Hrs

To be submitted:- On-line on Web site http://https://etender.mahadiscom.in

Executive Engineer (C)
Civil Division
MSEDCL, Ratnagiri

PRICE PER COPY- Rs 1180.00 /-
(Tender fee- 1000.00+(GST@18%=180.00)=1180.00)

(Non-Refundable)

EEC/RTN/eT- 16 /2026-27

MAHAVITARAN
Maharashtra State Electricity Distribution Co. Ltd.

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
Civil Division, Ratnagiri

Tender No.: EEC / RTN /eT-16/ 2026-27

Tender for the Work of: **Arresting leakages and other misc. works at Class-IV Staff Quarter Nachane colony Tal. & Dist. Ratnagiri.**

INDEX FOR TENDER DOCUMENTS

Sr. No.	Description	Page No.
01	Covering, Tender Details, Tender Notice & Index	1 to 4
02	Prequalifying Documents required	5 to 6
03	Checklist	7 to 8
04	Special Condition of Contract	9 to 10
05	Insurance Sample copy	11
06	Memorandum of Tender Declaration	12 to 14
07	Schedule–B	15 to 21

***Tender Booklet is Common & Attached Separately. (Pages 1 to 36)**

(Items are taken as per SSR 2022-23, some items may be market inquiry. Agency requested to verify schedule B Rates; Estimated Amount Rs. 9,96,307/-Including GST, Royalty Charges, Insurance CONSIDERED in Estimate)

(टेंडर कॉमन बुकलेटची आवश्यकता असल्यास प्रिंट घ्यावी)

* If specifications are not included in the specification for material, execution of work etc. the same will be referred from the Red book of Std. Specification of Govt. of Maharashtra, PWD Department.

कृपया सर्व बिडर्स यांना विनंती आहे कि, त्यांनी EMD ची रक्कम (बयाना रक्कम) हि ऑनलाईन भरण्याचे करावे.

काही निविदाधारक हे Bank Guaranty स्वरूपात EMD भरतात. करिता जर आपण **Bank Guaranty (BG)** स्वरूपात EMD ची रक्कम (बयाना रक्कम) भरणार असाल तर निविदा भरण्याच्या विहित वेळेत सदरची मुळ **Bank Guaranty** प्रत हि या कार्यालयास प्राप्त होणे आवश्यक व गरजेची बाब आहे. निविदा भरण्याच्या नमूद कालावधी नंतर प्राप्त झालेल्या **(BG)** विचारात घेतल्या जाणार नाहित. तसेच निविदे सोबतची जोडलेली **Xerox** असुन माणूस पाठविला आहे मूळ **(BG)** जमा करत आहोत किंवा कालच/ निविदा भरण्याचा विहित कालावधीनंतर आपल्या कार्यालयात जमा केंली होती/ **(BG)** घेवून येणाऱ्या माणसाला अडचणी आल्या वगैरे वगैरे विविध कारण असे कुठलेही कारण ग्राहय धरण्यात येणार नाही. याबाबात कुठलाही पोस्टल डीले किंवा कुठलेही तत्सम कारण विचारात घेतले जाणार नाही याची कृपया निविदा धारक यांनी नोंद घ्यावी.

EEC/RTN/eT- 16 /2026-27

DETAILS OF e-TENDERS eT-16/2026-27

Digitally Secured and offer rate TENDERS are invited (Techno-Commercial & Price bid) through e-TENDERING system by The Executive Engineer (C), Civil Division, Ratnagiri from reputed, experienced and registered contractors under MSEDCL Online registration system 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.

e-Tender details are available at our website **http://etender.mahadiscom.in/eatApp** from 17.07.2026 **to 24**.07.2026 **at 11.00 AM** and submit the tenders duly online filled in, latest by **24.07.2026 up to 13.00 Hrs.,** before uploading e-tenders, **please pay e-tender fee Online only.**

S N.	Tender No.	Item Details	Estimated cost	Time limit	EMD (RS)	Tender Cost(incl. GST) Rs
1	EEC/RTN/ eT-16/2026- 27	**Arresting leakages and other misc. works at Class-IV Staff Quarter Nachane colony Tal. & Dist. Ratnagiri.**	**9.96**	04 Months	9,960	1180

Interested bidders shall download the document after paying Tender fee and E.M.D. as mentioned above along with submission of all the required copies of prequalifying document duly digitally signed and mentioning Receipt No's & date at appropriate place in technical bid and upload Memorandum of Declaration under price bid well in advance before the due date & time of submission of e-tender.

EXECUTIVE ENGINEER (C), MSEDCL
CIVIL DIVISION RATNAGIRI

EEC/RTN/eT- 16 /2026-27

महावितरण

महाराष्ट्र राज्य विद्युत वितरण कंपनी मर्यादित

ई- निवीदा सूचना

ई - नोंदणीकृत, शासकीय निमशासकीय नोंदणीकृत व अनुभवी स्थापत्य कंत्राटदारांकडून, ई- निवीदा कार्यकारी अभियंता (स्था) रत्नागिरी, ईटी-११/२०२६-२७, ईटी-१२/२०२६-२७, ईटी-१३/२०२६-२७, ईटी-१४/२०२६-२७, ईटी-१५/२०२६-२७, ईटी-१६/२०२६-२७, ईटी-१७/२०२६-२७, ईटी-१८/२०२६-२७ व ईटी-१९/२०२६-२७ स्थापत्य कामासाठी मागविण्यात येत असून त्याबद्दलचा इतर सर्व सविस्तर तपशिल कंपनीच्या https://etender.mahadiscom.in/eatAPP या वेबसाईटवर उपलब्ध असून, ई-निवीदा विक्री करणेचा कालावधी दि. १७.०७.२०२६ ते २४.०७.२०२६ सकाळी ११.०० वाजेपर्यंत व सादर करण्याची तारीख २४.०७.२०२६ रोजी दुपारी १३.०० पर्यत आहे. ई-निवीदा फी व ई-निवीदा बयाणा रक्कम ऑनलाईन माध्यमातून भरुन सर्व तपशीलांसह विहीत नमुन्यात ई-निवीदा सादर करावी. सदरील निवीदेत काही शुध्दीपत्रक असेल तर ते फक्त महावितरणच्या संकेतस्थळावर प्रसिध्द करण्यात येईल. संपर्क अधिकारी कार्यकारी अभियंता (स्थापत्य) रत्नागिरी. दूरध्वनी क्र. ०२३५२ -२२२१७७ मो. नं. ७८७५७६५०१६.

PRO No.:- PRO/KZR/५४/२०२६-२७ Dt. १५.०७.२०२६

कार्यकारी अभियंता (स्था.)रत्नागिरी

या रेषेखाली छापू नये.

(ए. एस. आंधनसरे)
कार्यकारी अभियंता (स्था.)
स्थापत्य विभाग, रत्नागिरी.

EEC/RTN/eT- 16 /2026-27

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.

CIVIL DIVISION, RATNAGIRI

PRE-QUALIFYING DOCUMENTS

The techno-commercial bid shall contain the following documents.

- **Technical Documents:-**
  (Below all documents are primary documents)

1. Valid registration certificate of **civil work contractor ship** from the concern organization (for partnership). The tendered shall be registered in Central /State Govt. Department such as PWD/MES/Railways/CPWD/MJP, etc.
2. Valid PF registration certificate or upload the undertaking by mentioning the section / clause from valid supporting document (GR, Circular etc.) Also, upload/ enclose the copy of relevant supporting document.
3. **Experience: (A)** Experience of having successfully completed similar works during **last 05 years (i.e.** After Month of July -2021**)**as a prime contractor and ending last day of month previous to the one in which tenders are invited should be either of the following:-
   a) Three similar completed works costing not less than the amount **equal to 40%** of the tender cost i.e. **Rs. 398523.00 OR**
   b) Two similar completed works costing not less than the amount **equal to 50% of t**he tender cost i.e. **Rs. 498154.00 OR**
   c) One similar completed work costing not less than the amount **equal to 80%of** The tender cost i.e. **Rs. 797046.00**

   (Experience criteria as per guidelines issued by Central Vigilance Commission (CVC), Govt. of India. **Definition of Similar Works:- "Similar work" in this tender is defined as" The bidder should have experience of successful completion of Civil maintenance works.**

   Commercial Documents:

(Primary Necessary Documents: -To be up-loading Tender COMPULSORY)

4. Receipt of EMD Paid.(Upload the transaction receipt in case of online payment)
5. Registration certificate of Goods and Service Tax (GST).
6. Last 03 Years average around Turnover Certificate equivalent to 30% of tender value.
7. Last/recent year Income Tax Returns & C.A. certified copies of profit loss & balance sheet for last 3 financial years.
8. Partnership deed (in case of partnership firm).
9. A valid Solvency certificate from Nationalized/ Scheduled at 20% of the tender cost i.e. issued not earlier than 12 months on date of opening of tender.
10. Duly filled declaration on Rs. 500/- Stamp Paper
11. PAN Card.

(Secondary Documents:-May be demanded at anytime)

12. Last/recent year Positive Net worth Certificate Approved by Chartered Accountant.

The bidding is open to individual bidders who satisfy the qualification criteria set forth in the bidding documents with respect to their experience and financial capabilities.

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Note: - i) In case any of the above documents are expired the necessary **proof of renewal i.e. Challans /receipts** shall be uploaded, failing which it will be treated as **'not submitted'.**

ii) TENDERS WITHOUT EARNEST MONEY DEPOSIT SHALL SUMMARILY BE REJECTED.

iii) The undersigned reserves the right to relax any of the above conditions and cancelled the tender without giving any reason thereof.

Date Signature & Full Address of Contractor **Executive Engineer (Civil)**

EEC/RTN/eT- 16 /2026-27

T. No. EEC/RTN/eT-16/2026-27	**CHECK LIST**		
EMD:-Rs. 9,960.00			**Time Limit** :- 04 Months
Estimated Cost: Rs. 9,96,307.00 (Incl. GST)			
Sr. No.	**List of Documents**	आवश्यक असणारी कागदपत्रे डीटेल्स	
Technical Documents			
1	**Valid Registration under PWD/Others**	Valid registration certificate of civil work contractor ship from the concern organization (for partnership). The tenderer shall be registered in Central /State Govt. Department such as PWD/ MES/ Railways/ CPWD /MJP, etc.	निविदे सोबत जोडणे आवश्यक.
2	**Valid Registration under PF act-1952 or undertaking with supporting documents.**	**PF** रजिस्ट्रेशन लागू असल्यास सदर खाते हे चालू **(active)** असले पाहिजे	निविदेसोबत जोडणे आवश्यक जर PF लागू होत नसल्यास तसे कारणसहित व पुराव्यासहित लेखी द्यावे
3			
a	**40% of Estimated cost (with GST) in Three Similar completed Work done i.e .Rs. 398523.00 OR**	The bidder should have experience of successful completion of Civil maintenance works.	निविदेसोबत जोडणे आवश्यक.
b	**50% of Estimated cost(with GST)in Two Similar completed Work done i.e. Rs. 498154.00 OR**		
c	**80% of Estimated cost (with GST) completed Work done i.e. Rs. 797046.00**		
4	**Receipt of EMD Paid**	**Online EMD Receipt to be attached**	निविदेसोबत जोडणे आवश्यक.
5	**PAN Card**		निविदेसोबत जोडणे आवश्यक.
6	**GST Registration**		निविदेसोबत जोडणे आवश्यक.
7	**Last 3 Years average around Turnover Certificate equivalent to 30% of tender value.**	**Chartered Accountant duly having FRN & UIDN No.** यांचा दाखला हवा.	निविदेसोबत जोडणे आवश्यक.
8	**Positive Net worth Certificate Approved by Chartered Accountant**		
9	**Last/recent year Income Tax Returns & C.A. certified copies of profit loss & balance sheet for last 3 financial years.**		निविदेसोबत जोडणे आवश्यक.

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10	**Partnership deed (in case of partnership firm)**	**civil work contractor ship- Partnership** असल्यास नोंदणीकृत पार्टनरशिप डिडची कागदपत्रे जोडावीत.	निविदेसोबत जोडणे आवश्यक.
11	**A valid Solvency certificate from Nationalized/ Scheduled at 20% of the tender cost i.e. issued not earlier than 12 months on date of opening of tender.**		निविदेसोबत जोडणे आवश्यक.
12	**Duly filled declaration on Rs. 500/- Stamp Paper**		निविदेसोबत जोडणे आवश्यक.

त्सेच कंत्राटदारास योग्य वाटत असेल अशी सर्व आवश्यक कागदपत्रे जोडावित.

Deviation द्यायचे कि नाही हा अधिकार निम्नस्वाक्षरीकार यांनी राखीव ठेवला आहे.

Tenderer, (Seal of the firm) **Executive Engineer(Civil)**

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MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
CIVIL DIVISION RATNAGIRI

3A. SPECIAL CONDITION OF CONTRACT

The payment will be effected as funds availability from Head office Mumbai. Due to shortage of funds there are chances of delay in payments for which the agency will have to bear with the Department. No any sort of claim on this account will be entertained.

3B. REGARDING WATER & ELECTRIC SUPPLY

Time is the essence of this contract. The works listed in schedule-B and covered under the scope of work shall be completed within the time schedule given. Water & Electricity if available then As per MSEDCL consent, terms & conditions, Rules & Regulations of MSEDCL the same will be supplied to contractor and necessary recovery as applicable will be done from Contractor. If Departmental source of Water Supply and Electricity is not available then Contractor has to make his own arrangement for Water & Electricity Generator etc. No any sort of claim on this account will be entertained.

3C. REGARDING WORK EXPENDITURE QUANTITY/AMOUNT

The above said Tender work may or may not be not fully executed on site as per orders by MSEDCL officers. There may or may not be quantity variation during Execution. All rights are reserved by MSEDCL for this and no any sort of claim on this account will be entertained.

Mare work order issued means it is not compulsory to execute the work fully on site. As per site situation or as per Orders of higher offices the work may be cancelled or can be stopped in middle or withdrawn at the same time. Billing and payment will be done as per actual work done on site. No any sort of claim on this account will be entertained.

3D. COMPENSATION FOR THE DELAY

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract) and the contractor shall pay as compensation amount equal to half percent per week or part thereof such smaller amount on the value of work that remains un-finished after schedule date of completion. (SUBJECT TO MAXIMUM 10% OF WORK ORDER VALUE) as discretion of Power, the Superintending Engineer being Competent Authority (whose decision in writing shall be final) may decide the penalty.

3E. CONFLICT OF INTEREST

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted tender, if:

a) they have proprietor/ partner(s)/ Director(s) in common; or
b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

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c) they have the same legal representative/ agent for purposes of this bid; or
d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; **OR**
e) In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

3E. The tenderers shall visit the site of work and see for himself the site conditions regarding approaches, materials, water supply, labour etc. and all other matters effecting the work before filling in the percentage quote.

3E. Legal Jurisdiction: - Ratnagiri Court Jurisdiction.

Date Signature & Full Address of the Tenderer, (Seal of the firm)

Executive Engineer (Civil)
Civil Division Ratnagiri

EEC/RTN/eT- 16 /2026-27

INSURANCE SAMPLE COPY

सत्यमेव जयते

Directorate of Insurance, Maharashtra State, Mumbai

264, Gruhnirman Bhavan (MHADA), 1st Floor, Opp. Kalanagar, Bandra (E), Mumbai 400 051
Telephone No. 26590690/26590746 • Fax No. 022-2659 0403/2659 24 61

CONTRACTORS' ALL RISK (CAR)/STORAGE-CUM-ERECTION (SCE)/EMPLOYEE'S COMPENSATION (EC)
THE COVERNOTE CUM POLICY SCHEDULE

Policy No. 2024E1CAENK00223

Name of the Insured

Principal: The Executive Engineer(Civil)EHV CCCM Division , Maharashtra State Electricity Transmission Company Ltd , Jalgaon

Contractor: Shri Abhijit Diwakarrao , Plot No 20 , Guru Nagar Hsg Scodity , N-8 , Cidco , Dist Aurangabad 431001 .(GSTIN No :- 27AXKPD0590M1Z7)

Nature of Work: Work of Miscellaneous Contract at 220KV Chalisgaon Dist Jalgaon

Work Order No.: No.EE/JCCD/TECH/No.656 **Work Order Date:** 25-04-2023

Period of Insurance:

CAR/SCE	(a) Construction	3 Months From	25-04-2023	To	24-07-2023
	(b) Extended/Visit Maintenance	12 Months From	25-07-2023	To	24-07-2024
EC		3 Months From	25-04-2023	To	24-07-2023

Premium Calculation

	Sum Insured ₹	Net Premium ₹	STFI ₹	Earthquake ₹	Terrorism ₹	CGST 9% ₹	SGST 9% ₹	Total Premium ₹
(A)CAR / SCE	2534717.00	2714.00	380.00	0.00	0.00	278.00	278.00	3650.00
TPL AOA	0.00	Any						
CRD	0.00							
OSP	0.00							
CPM	0.00							
Escalation	0.00							
(B) EC	228125.00	5235.00				471.00	471.00	6177.00
No. of Employee: 5								9827.00

Total Amount in Words : ₹ Nine Thousand Eight Hundred and Twenty Seven Only

Warranties & Condition

- CAR/SCE Insurance policy is granted subject to the Warranties and Conditions, which form part of the Standard CAR/SCE Insurance policy prescribed by the TAC and approved by the DOI.
- Policy excess for Section I and Section II of CAR/SCE Insurane Policy will be applicable 5% of claim amount subject to minimum as under as per standard terms and conditions of CAR/SCE.
- (A) Constn. Claim ₹ 300000.00 (B) Maintenance Claims ₹ 1000000.00 (C) A.O.G. Claims ₹ 1000000.00
- This CAR/SCE Insurance Policy subject to 20 times Higher Excess.
- The EC Policy reimburses the compensation due under the EC Act,1923 and subsequent law(s) amended from time to time.
- Warranted that the losses occured before 28.04.2023 are excluded from the scope of insurance cover granted hereunder.
- Warranted that the medical expenses are excluded from the scope of EC Insurance policy.
- Warranted that losses if any occured due to Terrorism & Earthquake are excluded from the scope of policy.
- Warranted that EC policy shall not extend to indemnify the insured in respect of any interest or penalty which may be imposed on account of failure to comply with the requirements laid down by EC Act.
- Premium amount of ₹ **9827.00** is received vide Cheque/DD.No 0 dated 28.04.2023 GRAS/CIN No 00040572023042829959

MAHARASHTRA GOVT INS FUND DIRECTORATE OF INS MUMBAI

GSTIN(Issuing Office): 27AAAGD0308P1ZH

SAC 997139 (Other non-life Insurance Services excl. RI)

Signed on behalf of DOI at Mumbai, dated 04.05.2023

Assistant Director of Insurance
Maharashtra State, Mumbai

NOTE : The DOI shall not in any case be liable for loss or damage or liability of which no notice has been received by the DOI within 14 days of its occurance.

EEC/RTN/eT- 16 /2026-27

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
6. MEMORANDUM OF TENDER DECLARATION (To be uploaded in price Bid)

Name of work:- Arresting leakages and other misc. works at Class-IV Staff Quarter Nachane colony Tal. & Dist. Ratnagiri.

(Items are taken as per SSR 2022-23, some item rates might be as per market inquiry. Agency requested to verify schedule B Rates. Estimated Amount Rs. 9,96,307/- Including GST, Royalty Charges, Insurance CONSIDERED in Estimate)

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

6.02. I/We have also gone through and apprised myself/ourselves of the various items and rates covered in the Schedule 'B'.

6.03. I/We here by tender for the execution of the work at a

UNIFORM PERCENTAGE OF Only (in figures)_____

Only (in words)_____

ABOVE /BELOW /AT PAR of the estimated cost (correct phrase shall be marked √)

Name of Contractor / Firm: **Signature of the Contractor:**
Address, Phone No, E-mail: **Common Seal:**

1. Strike out whichever is not applicable.
2. The percentage shall be filled in both words and figures, correction, if any, unavoidable shall be crossed out, rewritten, and signed in full, before submission of the tender.
3. The name of the contractor signing the tender shall be written down along with his address.

NOTES:-

1) If the percentage variation of estimated rate is more than (±)5% the detailed rate analysis should be submitted after wards on demand of Office Concerned.

2) If there is discrepancy in figure and in words the **rate quoted in words will be considered.**

3) टेंडर भरतांना above / below or +/- असे काहीही लिहिले नसेल तर above/ + समजले जाईल.

4) जर टेंडर भरतांना कोरेच ठेवले असले तर टेंडर रिजेक्ट केले जाईल.

EEC/RTN/eT- 16 /2026-27

5) कृपया टेंडर भरलेनंतर कुठल्याही सबबीवर टेंडर ओपन करण्यात येवू नये/चुकून भरले गेले/नजरचूक झाली वगैरे कारणे चालणार नाहीत. टेंडर मिळाल्यास उत्कृष्ट दर्जा राखूनच तसेच वेळेतच काम पूर्ण करावे लागेल याची नोंद घ्यावी. तसेच सर्व आवश्यक कागदपत्रे जोडावित. Deviation द्यायचे कि नाही हा अधिकार निम्नस्वाक्षरीकार यांनी राखीव ठेवला आहे.

It is requested to submit the Tender (On Line Bid) well before time to avoid further consequences please. No Correspondences will be entertained in this Regards.

6) Conditional Price Bid will not be accepted.

DECLARATION- 1

(on Rs. 500/- Stamp Paper)
Tender No.- EEC/RTN/eT-16/2026-27

Name of Work.- **Arresting leakages and other misc. works at Class-IV Staff Quarter Nachane colony Tal. & Dist. Ratnagiri.**

I_____ age _____address _____ _____
(Authorized signatory to sign the contract), hereby declared that I am the Owner/ Authorized Signatory of the contracting firm _____ and I am submitting the documents in tender for the purpose of scrutiny of the contract. I hereby agree to the condition/mentioned below:

1. I declared that, I am liable for action under Indian Penal Code or any law as applicable for submission of any false / fraudulent paper/ document information.
2. I declared that, I am liable for action under Indian Penal Code or any law applicable if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting by company or by myself.
3. I declared that I have not been charged with any prohibitory and / or penal action such as blacklisting/ de-registration or any other action under law by any Government and/or Semi Government undertaking.
4. I declared that, I have perused and examined the tender document including addendum, condition of contract, specification, drawings, bill of quantity etc. forming part of tender and accordingly.
5. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed. MSEDCL is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
6. I also declared that I will not claim any charge/ damages/ compensation for non-availability of site for the contract work at any time.

(Signature of Contractor)
(Seal of Company)

EEC/RTN/eT- 16 /2026-27

e-TENDER No. EEC/RTN/eT-16/2026-27

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.
CIVIL DIVISION RATNAGIRI

Name of work: **Arresting leakages and other misc. works at Class-IV Staff Quarter Nachane colony Tal. & Dist. Ratnagiri.**

SCHEDULE-B

It.no	Description of the work	Quantity	Unit	Rate	Amount
1	Providing Mazdoor unskilled heavy male labour required for misc. Civil work like Removing Debrise, site cleaning. etc complete. As directed by Engineer-In-Charge etc. complete.	6.00	Day	717.00	4302.00
2	Labour charges for removing grass, thorney shrubs, Jungli shrub, Kubabul and a like grass along roadside making the ground clean by showel and phavaras etc. complete.	28.00	Sqm	7.00	196.00
3	Removal of plants/ficus grown by pulling out root system embedded in masnory, cutting stem and application of high/gur/lime for mulation as specified by the Architect or other patented chemical biocide treatment such as biocide 'Glycel' (iso proplamine salt of glyphosate) or other chemical as specified by the Engineer in charge etc. complete.	2.00	No.	237.00	474.00
4	Removing G.I. & A.C. sheets roofing excluding purlins, principal rafters etc. and stacking the same as and where directed in the compound including scaffolding etc. complete. As directed by Engineer-In-Charge.	435.00	Sqm	49.00	21315.00
5	Providing and fixing of colour coated Zinc aluminium(R)AZ150 (min150gms/sq.mt. total on each side)profiled sheets for roofing. The feed material is manufactured out of nominal 0.45mm Base Metal Thickness (BMT)(0.5mmTCT),Hi-strength steel with min.550MPa yield strength, metallic hot dip coated with Aluminium-Zinc alloy (55% aluminiumm 43.4% zinc 1.6% silicon)with COLORBOND (R)steel quality superdurable polyster paint coat (with inorganic pigment). The paint shall have a total coating thickness of nominal 35mm, comprising of nominal 25mm 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 sublet square fluting in the five pan at nominal 180-250 mm center-to-center. The end rib shall be designed for anti-capacity 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 Kilogram/OneSquareMetre) 600 mm girth (SurfaceWidth).	33.00	Rmt	780.00	25740.00

It.no	Description of the work	Quantity	Unit	Rate	Amount
6	Providing and fabricating structural steel work in rolled sections like joists, channels, angles, tees etc. as per detailed design and drawings or as directed including cutting, fabricating, hoisting, erecting, fixing in position making riveted/bolted/welded connections without connecting plates, braces etc. and including one coat of anticorrosive paint and over it two coats of oil painting of approved quality and shade etc.complete.	0.100	M.T.	105838.00	10583.80
7	Labour charges for fabrication of old steel ….. as above ….. etc. complete. Spec. As directed by Engineer-in-charge.	0.100	M.T.	16692.00	1669.20
8	Providing and fixing (Tata durashine/JSW colouron+) colour coated Zincalume (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 Kilogram/Square Metre)	435.00	Sqm	1219.00	530265.00
9	Providing and applying two coats of synthetic enamel paint of approved colour to new / old structural steel work and wood work in buildings, including scaffolding if necessary, cleaning and preparing the surface (excluding primer coat) etc. complete. (Including primer coat) etc. complete. Spec. Bd.O.5 Page One Number 405	227.00	Sqm	138.00	31326.00
10	Removing the existing cement plaster of any thickness without causing dust nuisance and stacking the debris upto a distance of 50metres or spreading in the compound and cleaning the site etc. complete.	2.00	Sqm	54.00	108.00
11	Dismantling the R.C.C. Work 1:2:4 and sorting out the materials such as steel etc. as directed and stacking them within the specified lead as directed etc. complete. As directed by Engineer in charge.	0.10	Cum	1508.00	150.80
12	Removing doors and windows with frames and stacking the materials as directed with all leads, lifts etc. complete.	2.00	No.	162.00	324.00

It.no	Description of the work	Quantity	Unit	Rate	Amount
13	Removing W.C. pans including disconnecting the sanitary and water supply connections, removing and breaking flooring and bed concrete around pan removing the same carefully and stacking the serviceable materials as adn where directed including throwing the unserviceable materiasls out side etc. carefully and throwing out the refusal outside etc. complete. As directed by Engineer in charge.	2.00	No.	215.00	430.00
14	Removing cement tiles,or marble or polished shahabad floor or dado without bed concrete including stacking the materials as directed with all leads, lifts etc. complete	20.00	Sqm	47.00	940.00
15	Providing laterite stone masonry in cement mortar 1:6 in superstructure including racking out joints where plastering is to be done/ striking joints when no plastering is to done watering and scaffolding.	1.00	Cum.	7374.00	7374.00
16	Providing and laying in trenches 25 mm dai. UPVC pipe including necessary excavation, fittings. Refilling trenches etc. complete. Including removing existing pipe line if necessary and conveying and stacking the same in PWD chowky or as directed etc. complete. Spec. No. BD.V 5 page 551 and as directed by Engineer in charge	3.00	Rmt.	217.00	651.00
17	Providing and laying in trenches 15mm dai. UPVC pipe including necessary excavation, fittings. Refilling trenches etc. complete. Including removing existing pipe line if necessary and conveying and stacking the same in PWD chowky or as directed etc. complete. Spec. No. BD.V 5 page 551 and as directed by Engineer in charge	3.00	Rmt.	122.00	366.00
18	Providing and fixing 100mm dia stabiliser pipe / P.V.C. soil vent/waste pipe and with necessary fixtures and fitting such as bends, tees, single junctions, slotted vent, clamps etc. complete. Spec. As directed by engineer-in-charge.	3.00	Rmt.	819.00	2457.00
19	Providing and fixing 10 cm PVC nahani trap with grating etc. complete. Spec. BD.V 32 A page 551 and as directed by Engineer incharge.	1.00	No.	560.00	560.00
20	Providing and laying Cast in situ/Ready Mix cement concrete in M-10 of trap/granite/quartzite/gneiss metal for foundation and bedding including bailing out water, Steel centering, form work, laying/pumping, compacting, roughening them if special finish is to be provided, finishing if required and curing complete, with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc.complete.With fine aggregate (Crushedsand VSI Grade) Spec. No. Bd. E. 1 Page One Number 287.	1.00	Cum	6727.00	6727.00

It.no	Description of the work	Quantity	Unit	Rate	Amount
21	Providing and laying Cast in situ/Ready Mix cement concrete in M15 of trap/ granite/quartzite/gneiss metal for bed blocks, foundation blocks and such other items including bailing out water, Steel centering, formwork, laying/pumping, compacting, roughening them if special finish is to be provided, finishing uneven and honeycombed surface and curing etc. complete. The Cement Mortar 1:3 plaster is considered for rendering uneven and honeycombed surface only. Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be allowed.), with fully automatic microprocessor based PLC with SCADA enabled reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade) Spec. No. Bd.E.4 Page One Number 289 and B-7, Page One Number 38.	1.00	Cum	7231.00	7231.00
22	Providing water proof bedding for flooring of Bath and WC 25mm thick in C.M. 1:3 including using approved water proofing compound in specified proportion as per manufacturers specifications for per bag of cement including leveling, curing and covering 10years guarantee on court fee stamp paper of Rs.500/- including ponding test etc. complete. Spec. As directed by Engineer-In-Charge	5.00	Sqm	463.00	2315.00
23	Providing internal cement plaster 6 mm thick in a single coat in cement mortar 1:4 without neeru finish to concrete surface in all positions including scaffolding and curing etc. complete.	18.00	Sqm	215.00	3870.00
24	Providing internal cement plaster 12mm thick in single coat in cement mortar 1:4 without neeru finish to concrete or brick surfaces, in all positions including scaffolding and curing etc.complete. Spec. No.Bd. L.2 Page One Number 368.	2.00	Sqm	297.00	594.00
25	Providing internal cement plaster 20 mm thick in Single coat s in cement mortar1:4 without neeru finish, to concrete, brick surface, in all positions including scaffolding and curing etc.complete.	2.00	Sqm	411.00	822.00
26	Providing and fixing Orissa type white glazed earthenware 575mm water closet pan including Strap with earthenware foot rests, cast iron soil and vent pipe up to out side face of the wall 1:2:4 brick bat lime concrete bedding without flushing tank and its accessories etc. complete. As directed by engineer-in-charge.	1.00	No.	4174.00	4174.00
27	Providing and fixing European type white glazed earthenware coupled closet symphonic trap with symphonic low level white glazed 10 litres cistern with black back lite seat with all necessary pipe connection etc. complete. As directed by Engineer-in-charge.	1.00	No.	11659.00	11659.00
28	Providing and applying Two coats of wall care Putty on plastered surface and Ceiling and Walls to prepare surface even and smooth of approved make, etc complete. As directed by engineer in charge.	187.00	Sqm	94.00	17578.00

It.no	Description of the work	Quantity	Unit	Rate	Amount
29	Providing and applying plastic emulsion paint including primer coat of approved quality, colour and shade to old and new surfaces in two coats including scaffolding, preparing the surface etc. complete. (Including the primer coat)etc. complete. Spec. Bd.P.6 Page One Number 414.	187.00	Sqm	118.00	22066.00
30	Providing and laying telephone black / Amba White / Cadburybrown / Ruby red / Ocean Brown granite stone of 18 to 20 mm thick for door frame/ dado/ window boxing etc. On C.M. 1:6 including filling joints with polymer base filler nosing/moulding the sharp edges wherever necessary, curing, etc. complete. As directed by Engineer-In-Charge	2.00	Sqm	4569.00	9138.00
31	Providing and fixing solid core flush door shutter in single leaf 32mm thick decorative type of exterior grade as per detailed drawings approved face veneers 3mm thick on both faces or as directed, all necessary beads, mouldings and lipping, wrought iron hold fasts, chromium plated fixtures and fastenings, with brass mortise lock, chromium plated handles on both sides, and finishing with French Polish etc. complete. Spec. No. BD-T-34 Page One Number 499	2.00	Sqm	3200.00	6400.00
32	Providing and fixing fiber glass reinforced polyster door shutter 30mm thick as per IS14856 (2000) (Reaffirmed 2006) without ventilator including chromium plated fixtures and fastening with chromium plated handles on both sides, etc. complete. As directed by Engineer in charge.	3.00	Sqm	3402.00	10206.00
33	Providing and laying matt finish ceramic tiles of having size 30cmx30cm confirming to I.S.15622/2006 (group DII-A) and 7to8mm thick for flooring in required position laid on a bed of 1:4 cement mortar including cement float, filling joint with white/colour cement slurry cleaning curing etc. complete. Spec. No. Bd.M.12 Page One Number 385.	5.00	Sqm	1238.00	6190.00
34	Providing and laying ceramic tiles of having size 30cm.x30cm and confirming to corresponding I.S. for dado and skirting in required position with ready made adhesive mortar of approved quality on plaster of 1:2 cement mortar including joint filling with white/ colour cement slurry cleaning curing etc. complete. Spec. No. Bd.M.13 Page One Number 386.	18.00	Sqm	1311.00	23598.00
35	Providing and laying vitrified mirror/glossy finish tiles decorative type having size 590mm to 605mmx590mm to 605mm of 8 to 10mm thickness and confirming to IS.15622-2006 (group Bla) of approved make, shade and pattern for flooring in required position laid on a bed of 1:4 cement mortar including neat cement float, filling joints, curing and clearing etc. complete. Spec. No. Bd.M. 12 Page One Number 385.	4.00	Sqm	1233.00	4932.00

It.no	Description of the work	Quantity	Unit	Rate	Amount
36	Providing and laying vitrified mirror/glossy finish tiles having size 590mm to 605mm x 590mm to 605mm of 8to10mm thickness and confirming to IS.15622-2006 (group Bla) of approved make, shade and pattern for dado and skirting in required position fixed in 1:4 cement mortar including neat cement float, filling joints, curing and clearing etc. complete. Spec. No. Bd.M. 12 Page One Number 385.	1.00	Sqm	1308.00	1308.00
37	Providing and laying chequered tiles of approved quality of size 30cmx30cm, confirming to corresponding I.S. for flooring in required position laid on a bed of 1:4 cement mortar including cement float, filling joint with cement slurry cleaning curing etc. complete. Bd. M-12 page One Number 385	3.00	Sqm	771.00	2313.00
38	Providing and fixing in position (as per 1868/1982) Aluminium sliding window of three tracks with rectangular pipe 95 x 38.10 x 0.90mm at weight 0.637 Kilogram / One Running Metre. with window frame bottom track section 92x31.75x1.30 mm at weight 1.070 Kilogram / One Running Metre. Top and side track section 92x31.75x1.30mm at weight 0.933 Kilogram / Running metre. The shutter should be of bearing bottom 40 x 18 x 1.25 mm at weight 0.417 Kilogram / One Running Metre. Inter locking section 40 x 18 x 1.10 mm at weight 0.469 Kilogram / Running metre. and handle and top section 40 x 18 x 1.25 mm at weight o.417 Kilogram / Running metre. As per detailed drawings and as directed by Engineer in charge with all necessary Aluminium sections fixtures and fastenings such as roller bearing in nylon casting and self locking catch fitted in vertical section of shutter including 5mm thick plain glass and aluminium mosquito net shutter with stainless steel jail with all required screws and nuts etc, complete.With colour Anodising without box. As directed by Engineer-In-Charge.	2.00	Sqm	5638.00	11276.00
39	Providing and fixing in position powder coated aluminium louvered windows / ventilator of various sizes with powder coating as per detailed drawing and specifications including aluminium frames 80x38mmx1.22mm box type, 5mm thick sheet glass louvers, of approved quality etc. complete. As directed by Engineer-In-Charge.	1.00	Sqm	3603.00	3603.00
40	Providing & fixing Fly proof jali to the windows including all fixtures and fastning, labour, transportation etc. complete. As directed by Engineer-In-Charge.	2.00	Sqm	434.00	868.00
41	Providing and fixing 15mm dia. Screw down bib/stop tap of brass including necessary socket union nut complete. Spec. No. Bd.V.8 Page One Number 554.	1.00	No.	697.00	697.00
42	Providing and fixing C.P. pillar cock long neck with aerator of approed make including necessary sockets/union nut etc. complete. As directed by Engineer In Charge.	1.00	No.	1689.00	1689.00

It.no	Description of the work	Quantity	Unit	Rate	Amount
43	Providing and fixing white glazed earthenware Wash Hand Basin of 55cm.x40cm. size including cold water pillar tap / cold and hot water pillar tap brackets, rubber plug sand brass chain, stop tap and necessary pipe connections including P.V.C. waste pipe and trap up to the outside face of the wall. Making good the damaged surface, testing etc. complete. Spec. No. Bd.V.30 Page One Number 565.	1.00	No.	5819.00	5819.00
44	Providing and fixing M.S. grill door 24Kilogram/ One Square Metre of various size as per detailed drawings without hot dip coating, iron fixtures and fastenings and 3coats of oil painting etc. Spec.One Number: As directed by Engineer- in-charge.	4.50	Sqm	3386.00	15237.00
45	Providing and constructing Brick Masonry Inspection Chamber 60cm x 45cm x 90cm including 1:4:8 cement concrete foundation 1:2:4 cement concrete channels half round,G.S.W. pipes, Brick Masonry, plastering from inside and with frame fixed in cement concrete with R.C.C. Cover medium duty 140Kilogramwith frame etc complete. Spec. No. Bd.V.43, Page One Number 574.	1.00	No.	9718.00	9718.00
46	Providing and constructing Brick Masonry Inspection Chamber 90cmx45cmx90 cm including 1:4:8 cement concrete foundation 1:2:4 cement concrete channels half round G.S.W. pipes, Brick Masonry, plastering from inside and with frame fixed in cement concrete with R.C.C. Cover medium duty 140Kilogramwith frame etc complete. Spec. No. Bd.V.43, Page One Number 574	1.00	No.	11506.00	11506.00
	Total				**840765.80**
	Add 0.5% for Labour Insurance	0.5%			**4203.83**
	Add 18% for GST on total amount	18%			151337.84
	Total Rs.				996307.47
	Say Rs.				**996307.00**

1. The quantities considered in the estimate are tentative/ provisional and maybe vary to any extent and some of the items may not be executed as per actual site conditions.
2. Agency should start execution of any item of works within jurisdiction / geographical area within 3 days from the receipt of written order from S.D.O. for particular site.
3. Rates are inclusive of material testing charges. No separate charges will be given for material tested for the above said work comes under construction material only.

GST as applicable will be deducted as per prevailing rule.

Sd/-

Executive Engineer (Civil)
Civil Division, Ratnagiri

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

Civil Division Ratnagiri.

1) INDEX

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* This Tender Booklet is Common & Attached Separately. (Pages 1 to 36)

*If specifications are not included in the specification for material execution of work etc. the same will be referred from the Red book of Standard Specification of Government of Maharashtra, B & C Department / PWD.

Executive Engineer(Civil)
Civil Division, Ratnagiri.

Signature & Full Address of the Tenderer

(Seal of the firm)

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.

2) INSTRUCTIONS TO TENDERERS

GENERAL

1) Percentage rate tenders in two bids system are invited from contractors **registered under MSEDCL who have engaged lab or for like activities contracts (Any type of work orders Tender or Quotation orders)**
2) Tender is to be filled online in prescribed format obtained from website www.works.mahadiscom.in/eTender/etender.**Tenderer will have to pay Tender cost ONLINE & EMD in the form of online only just like purchase of Tender.** Only tenders of really competent Contractors, who satisfy the pre-qualifying conditions as mentioned in check list and who are known to have adequate resources and specified experience in this field and scope of the work will be considered.
3) Tenders, once submitted, shall remain open for acceptance for a period of 120 days from the date on which they are due for submission and during this period no tenderer shall be allowed to withdraw his tender (Given in written to the department that tenderer is not ready to execute the work or refuse to pay security deposit). Any such withdrawal during the said period will entitle for forfeiture of the earnest money deposited by the Tenderer. Any tender with stipulations that the offer would be valid for any limited period less than 120 days is liable to be rejected.
4) The Royalties for raw material payable by the agency to the Govt. of Maharashtra Revenue Department & same will be reimbursed to the agency on submission of valid challan from revenue authority. If there is variation in Royalty charges the difference shall be paid extra over the items to the contractor and shall be recovered if the Royalty rates are reduced by Govt. i.e Revenue department.

EARNEST MONEY DEPOSIT:-

1) The prescribed Earnest money is to be submitted in the form of online only. Also upload Online EMD receipt in check list. Tenders without Earnest money in the above forms will be rejected.
2) The Earnest money deposit will be forfeited by the Company in case the successful tenderers after his/their tender has been accepted shall refuse to pay the prescribed security deposit and/or fail to sign and complete the contract agreement, within the prescribed time there so far.
3) Tenders without Earnest money in the above forms will be rejected.

SCHEDULE OF PRICES

1) Schedule of quantities with specific rates is included in the tender document. It shall be definitely understood of that the quantities indicated are only tentative and are liable to alternations by omissions, deductions or additions at the discretion of the Competent Authority or his representative as put for thin the conditions of contract.

2) The rates referred for individual items of Schedule 'B' include cost of all materials, labor, plant, equipment, temporary works, tools, getting out, supervision transport, GST, royalties, and any local taxes or levies payable on all transactions, insurance and everything necessary for due completion and proper performance of all works under this contract.

3) The rates for various items shall be also deemed inclusive of all royalties payable on boulders, stone metal, naturals and, excavated material in company own source or imported from elsewhere.

4) The tenderer shall quote only one uniform percentage above / below / at par at which he should offer to carry out, the appropriate memorandum of tender page of the document and affix his seal and signature thereof and this page along with signature gets canned & submitted on-line.

5) The contractor has to pay GST.

TIME LIMIT

1) The overall time allowed for completion of the work shall be as per tender notice, time limit shall be counted from the date of handing over of site to the contractor, it shall however be clearly understood that it may not be possible for the Company to hand over the entire site of the work to the contractor initially itself and the various parts of the site may be handed over in stages also, to suit Company requirements and convenience and the contractor shall be expected to adjust and plan his construction activities accordingly. It shall also be explicitly understood that the contractor shall have to execute and complete the works under contract in stages in accordance with the completion programe an approved and intimated to him by the Engineer in Charge during the course of the contract and hand over to the Company the completed works in accordance with such programme.

2) It may be clearly understood that the contractor shall be bound to complete and hand over to the Company any works and structures that may be required by the Company earlier than the period indicated in the said programme without any extra expenditure to the company.

3) **In case, the contractor does not start/complete or part thereof the work ,even after issue of 10 days' notice by competent authority ,then such unfinished work shall be got executed through other agency at the risk and cost of the contractor without issuing any further notice by following company's procedure.**

SUBMISSION OF TENDER

1) The tender is to be submitted in two separate bids

i) Check list format should be duly filled up, signed with seal and the signed copy should be scanned and submitted online / uploaded. Prequalifying all technical documents as mentioned in checklist i.e. online receipt of tender cost and Online EMD receipt, valid Registration Certificate of Govt./Semi Govt. Department.

Relevant experience certificate, Registration for VAT/TIN, Service tax Registration, Bank solvency certificate, latest Income Tax return file receipt,

Power of Attorney in favor of person who has signed the tender paper for partnership firm, List of technical employees along with their qualification, experience, T&P machinery held, List of work in hand with its latest status etc.

ii) Commercial price bid in memorandum of tender should be filled up, signed with seal and the signed copy should be scanned and uploaded/submitted online.

2) The Tenderer shall visit the site of work and see for himself the site conditions regarding approaches, materials, water supply, labor etc. and all other matters affecting the work before filling in the percentage.
3) The rates in the schedules are for finished work, complete in every respect and shall include charges involved in maintenance of work for period stipulated elsewhere as tender specification.
4) Doubts, if any, regarding the interpretation of any of the clauses or specifications shall be got clarified from the Executive Engineer (C), Civil Division, Ratnagiri in writing where necessary, by the Tenderer before submission of their tenders. Submission of a tender by a Tenderer implies that he has read these instructions and has made himself, aware of the scope and nature of the work, the specifications, the conditions of contract etc. and the Company will not therefore pay any extra charges on any account in case the contract or finds later on to have misjudged the site conditions on specifications.
5) The Tenderer shall quote his percentage in English or Marathi or Hindi, both in figures as well in words in such away that no inter- potation or alternate interpretation possible at any stage.
6) All corrections and alterations in the entries in the tender papers shall be signed in full by the Tenderer with date and preferably rubber stamp/seal
7) **No erasures of over-writing are permissible**.

SECURITY DEPOSIT

1) Within 10 days from the date of issue of letter of intent, the successful Tenderer shall pay in the Office of the Executive Engineer (C), Civil Division, Ratnagiri the prescribed Security Deposit amounting to 5 (five) Percent of contract value in the form of DD/Pay order Failure to pay S.D, the contract is liable to be terminated by forfeiture of earnest money deposit paid by the Agency.
2) Alternatively, if the contractor so desires, the security deposit can be made in the following manner.
   i) Initial Deposit equivalent to 5(five) percent of the contract value shall be paid in the form of DD/Pay order drawn on any nationalized/Schedule Bank in favor of the Executive Engineer (C),Civil Division, MSEDCL, Ratnagiri
3) No interest will be payable by the Company to the Contractor on the Security Deposit, whether held in cash or otherwise.

WRITTEN AGREEMENT

Within ten days from the date of receipt of the work order, the contractor shall have to enter into a written agreement with the Company for proper performance of the contract in the approved Performa. Until such an agreement is execute the Company will not be liable to pay nor shall the contractor be entitled to claim amounts due or pay able if any, under the contract. The cost of necessary judicial

stamp paper as applicable for the agreement shall be borne by the contractor.

LAWS AND REGULATIONS

1) The contract or any part thereof shall not be sublet without the written permission of the Competent Authority In respect of letting out of work in terms of labor /Job contract, if any, it shall however be the sole responsibility of the main contractor to guard that none of the requirements of" The Maharashtra Contract Labor (Regulation and Abolition) Act and Rules (1971)" or "The Minimum wages Act" get infringed. The Contractor shall save the Company harmless in respect of any actions brought by Government against the Company in this respect.
2) The Contractor shall register himself and submit the certificate regarding his registration under contract labor Act to the Engineer in Charge when so called for.
3) The Contractor shall possess a valid certificate Registration as required under the Maharashtra Sales Tax on the transfer of property in goods involved in the execution of works contract (Re-enacted) Act, 1989, as updated. The certificate shall be produced by the contractor to the Engineer in Charge when ever called for.

INCOME TAX AT SOURCE/GST AT SOURCE

1) In accordance with the provisions of Section 194 (C) of the Finance Act, 1972, (C) of theFinanceAct,1972deductionsof Income Tax at source as applicable on the gross amount payable shall be made from the contractor's bills. Unless he produces necessary exemption certification from the appropriate authorities of exemption certificate from the appropriate authorities of the Income Tax department. Any other deductions if required under any others finance Act's shall also be made from the contractor's bills unless he produces necessary exemption certificate in time.
2) GST applicable extras per Govt. rules.

ADDITIONAL INFORMATION

1) Tenders which do not fulfill any or all of above conditions of are found incomplete in any respect are liable for rejection.
2) The Company does not bind itself to accept the lowest tender and reserves the right to reject any bid or any portion thereof without assigning any reason therefore or to spilt the contract either at the initials contract award stage or during the progress of work due to unsatisfactory work or progress of the contractor, as a result of such action on part of the company.
3) The Govt. G.R./Circulars will be considered while finalization of the tender.

These "Instruction to Tenderer" shall form part of the contract document of the written agreement on award of the contract.

Executive Engineer (Civil)
Civil Division, Ratnagiri

Signature & Full Address of the Tenderer
(Seal of the firm)

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

Civil Division, Ratnagiri

4) CONDITIONS OF TENDERING

This bid is a two part bid. Part-I i.e. TECHNO-COMMERCIAL BID shall be pre-qualifying documents and Part-II i.e. PRICE BID shall be price bid. The bidder shall submit his bid in two bids simultaneously on due date as specified in the tender notice as under:

A) TECHNICAL BID

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

i) Forwarding letter.

1. Valid registration certificate of **civil work contractor ship** from the concern organization. The tenderer shall be registered in Central /State Govt. Department such as PWD/MES/Railways/CPWD/MJP, etc.
2. Valid PF registration certificate or upload the undertaking by mentioning the section /clause from valid supporting document (GR, Circular etc.). Also, upload/enclose the copy of relevant supporting document.
3. **Experience : (A)** Experience of having successfully completed similar works during **last 05 years (i.e. After Month of July 2021)** as a prime contractor and ending last day of month previous to the one in which tenders are invited should be either of the following:-

a) Three similar completed works costing not less than the amount **equal to 40% of** the tender cost **OR**

b) Two similar completed works costing not less than the amount **equal to 50% of** the tender cost **OR**

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

(Experience criteria as per guidelines issued by Central Vigilance Commission (CVC), Govt. of India.

Work completion certificate should have been issued by an officer not below the rank of Executive Engineer.

Definition of Similar Works: - "Similar work" in this tender is defined as **"The bidder should have experience of successful completion of Civil maintenance works.**

NOTE: Copies of the above documents shall be submitted duly attested by Gazette Officer / Class I Officer of MSEDCL.

B) COMMERCIAL BID

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

4. Receipt of EMD Paid.(Upload the transaction receipt in case of online payment)
5. A valid Solvency certificate from Nationalized/ Scheduled at 20% of the tender cost i.e. issued not earlier than 12 months on date of opening of tender.
6. PAN Card.
7. Registration certificate of Goods and Service Tax (GST)
8. The bidder should have last 3 Years average around Turnover Certificate equivalent to 30% of tender value.
9. The bidder should submit last 3 years Income Tax Returns & C.A. certified copies of profit loss & balance sheet for last 3 financial years.

10. The bidder should have Positive Net worth Certificate Approved by Chartered Accountant.
11. Partnership deed(in case of partnership firm).
12. Duly filled declaration on Rs. 500/- Stamp Paper

3) OPENING OF TECHNICAL BID & COMMERCIAL BID

The **TECHNICAL BID** shall be first opened on the day of the opening in the office of Executive Engineer (C), Civil Division, Ratnagiri in the presence of the authorized representatives of the Tenderer who choose to remain present at the time of opening. The pre- qualification of the Tenderer will be verified. The (price bid) COMMERCIAL **BID of** only those Tenderer who qualify for completing the bid shall be opened there after on the same day or any subsequent day which will be intimated to the Tenderer in advance.

4) EARNEST MONEY DEPOSITE (Bid Guarantee):

The payment of earnest money shall be accepted in the form of On Line only. The payment of earnest money by cheque shall not be accepted. If any Tenderer withdraws his bid during the period of validity of the bid as specified by the Company, the earnest money deposit of such Tenderer shall be forfeited. Similarly, if the successful Tenderer fails to sign the contract in accordance with the conditions of the contract and / or to furnish prescribed security deposit within stipulated time limit, the Letter of Intent shall be cancelled and his earnest money deposit shall be forfeited. Tender submitted without E.M. D will not be accepted.

5) Validity of E.M.D.

EMD must be online only be initially valid for a period of four(4) months from the date of opening of TECHNICAL BID.

E.M.D. of the successful bidder shall be returned once the contract is signed by both the parties and provided the security deposits furnished by the successful bidder. **The Tenderers failing to reclaim their EMD within 3 years from the opening of Tender commercial/ price bid shall deemed to be lapsed. No complaint in this regard shall be entertained.**

The Earnest Money Deposit may be forfeited

A) If a bidder withdraws his bid during the period of bid validity specified by the owner

i.e. **Four (4)** months after opening of price bid.

OR

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

b)To furnish security deposit, within the prescribed time, thereof.

6) No interest shall be payable by the company on the E.M.D./Security Deposit furnished by the bidder.

7) Attested copies of upto date Income Tax Clearance and Sales Tax Registration Certificates will also have to be submitted along with the tender, without which his tender will be considered as incomplete and liable to rejection.

8) The tender shall remain valid for **Four (4)** month from the date of opening of the cover **COMMERCIAL BID** (price bid). A bid valid for a shorter period may be rejected by the owner as non-responsive.

9) The Tenderer will have to quote appropriate percentage both in figures as well as in words at the end of Schedule 'B' at the appropriate place as detailed in the enclosed Schedule of Items. In case of discrepancy between description in words and figures, the description in words will prevail.
10) All corrections in the documents should be signed by the Tenderer before submission of the tender.
11) Each page of the tender documents must be signed by the Tenderer. All rates and prices quoted shall be in ink only.
12) The Tenderer may sign the tender in English or in any Indian language. The Tenderer shall exercise only one option among the three offered to quote his price bid and in case of any deviation the tender would be rejected.
13) Canvassing in any form is strictly prohibited and any Tenderer found to have resorted to canvassing shall be liable to have his tender rejected summarily.
14) In the event of the tender being submitted by a partnership firm, it must be signed by an authorized partner or in the event of absence of any partner it must be signed by a person holding apower of attorney authorizing him to do so. Such power of attorney should be produced along with the tender. Only authorized person / persons who produce certificate of authorization will be permitted to take part at the time of opening TECHNICAL BID / COMMERCIAL BID.
15) Intending Tenderer should note that he will have to work simultaneously with several other Contractors /Agencies already entrusted without her works or with contractors to been trusted without her works in future on the same site. The contractor will have to work in close co operation with all contractors engaged in this Project.
16) Tenders who do not fulfill any of the above conditions or are otherwise in complete are liable to rejection.
17) Acceptance of the tender will rest with Maharashtra State Electricity Distributions. Ltd. Who do not bind themselves to accept the lowest tender and reserve themselves the authority reject any or all the tenders received without assigning any reason what so ever, without as signing any reason what so ever.
18) Time is the essence of this contract. The works listed in schedule-Band covered under the scope of work shall be completed within the time schedule given.
19) The successful Tenderer shall within fifteen days from receipt of intimation in writing to the effect that his tender has been accepted(Viz. Letter of intent) shall deposit Five (5) percent of the contract value as security deposit in the form of DD/Pay order on Company's approved Performa.

Date Signature & Full Address of the (Civil) Tenderer, (Seal of the firm)

Executive Engineer
Civil Division Ratnagiri

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

Civil Division, Ratnagiri

C) SPECIAL CONDITIONS OF CONTRACT

GENERAL:

These special conditions of contract supplement the Instructions to Tenderers and the General Conditions of Contract as stated in tender and contract for works from 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.

SCOPE: The Scope of work covered under the present tender & contract is mainly

As per Schedule"B" Attached & as directed by Engineer In Charge.

1) **LOCATION OF WORK:**

The site of work is– Will be Shown by MSEDCL Civil Sub Division. (Area wise)

2) **DRAWING:**

i) The drawing furnished along with the tender are only forgiving idea for tendering and shall not prevail over the construction, drawings furbished during the course of the contractor the description of the work under relevant item of Schedule "B".

ii) 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 & obtain the corrections before proceeding ahead with the work. In case of failure to obtain clarification 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)** of the work.

iii) '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)** of the work.

The Drawings as per Annexure "D" include only some of the preliminary drawing. Those are for the tenderers reference only. The drawings do not indicate all the details and are only are only generally indicative. The quoted rates should how ever be good for the final design and drawings to be issued later for construction. It shall be clearly understood that final drawings may or may not be identical to those indicated in the Annexure "D" and no extra claim from the contractor on this account would be entertained.

The Company reserves the right to change the plans ,alter locations, delete portions of the prior to or during construction if it consider necessary Contractor will have to claim on the Board 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's approved drawing specifications duly released for construction.

The contractor will have to proceed with the work as and when the drawings are released for construction by the Company. The Contractor will have to adjust his construction programme to suit the issued 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.

3) <u>PERIOD OF COMPLETION OF WORK</u>:

The time allowed for completion of the work shall be as stated under 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 or whole and execution thereof through any other agency or Departmentally, solely at the risk and cost of the contractor by encashment and diversion of Security Deposit and other dues as per provisions of contract especially in the event of the work being delayed in such a way that overall progress is affected.

In the event of execution of work being affected due to delay in handing over of site and/or non-supply of drawings by Maharashtra State Electricity Dist. Co. Ltd. Only extension of time limit as found adequate and justified shall be considered and no compensation for idle time and labor demobilization and remobilization shall be given by Maharashtra State Electricity Dist. Co. Ltd.

4) <u>DEPARTMENTAL SUPPLY OF MATERIALS</u>:

No material will be issued by the Company. The contractor has to arrange for each and every material required for the job. The materials procured by the contractor should be of approved quality, confirming to the detailed specifications, specifications for materials and as per relevant I.S. Specifications. The cement to be utilized shall be from reputed manufacturer approved by the Engineer-In-Charge and shall be ordinary Portland cement confirming to I. S. 269-1967. For each batch of cement, tests should be arranged by the contractor.

The materials procured shall be form reputed manufacturers or their duly authorized dealers/stockiest only. The materials shall confirm to the relevant I.S. Specifications. The materials shall also be got tested at an approved laboratory, at the cost of the Contractor to confirm suitability, before commencement of the supply.

The contractor shall produce original quotations collected from various agencies as above and get the 'Supplier' and the prices approved from the Superintending Engineer-In-Charge in writing before procuring the material.

5) Deleted

6) <u>REINFORCEMENT STEEL</u>:

The reinforcement bars for incorporation in R.C.C. work will not be supplied by the Employer and the contract or shall have to make his own arrangements for procuring the same from reputed manufacturers, Re-rollers or authorized dealers. Purchases of steel from unauthorized sources or unauthorized dealers will not be permitted. The reinforcement bars shall be either plain round mild/Tor as per requirement & as directed steel bars

confirming to grade I of I. S. 432 or high yield strength deformed bars confirming to I. S. 1786 or I. S. 1139, as specified in the relevant drawings and as per the relevant item of Schedule 'B' wiremesh 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 would any advance be granted to the contractor by the Employer unless the test certificate confirming its quality under the provision of the relevant I.S.S. is submitted by the contractor to the Engineer-In-Charge.

7) **WATER SUPPLY:**

The contractor will have to make his own arrangement of water for execution of this contract. Company will not supply or arrange for supply of water. Sufficient water should be arranged by the contractor throughout the contract period. No extension will be given for the reason that there is scarcity of water.

If it is possible for the department to supply / spare water for the work water supply will be arranged by the Company at any one point at ground level near the side of work for activities. The water supply will be arranged for limited duration as per local condition and the contractor shall have to make his own arrangement for storage of water in adequate quantities for uninterrupted progress of work, as also install at his own cost pumping and further distribution system as per the requirement.

The Company shall charge a flat rate of 0.5% (half percent) of the gross value of work done under the contract including the value of all extra items etc. for the supply of water and there co very would be effected, in respective of the quantum of water supplied, from the running account bill at the rate of 0.5% of the gross value of each R.A. Bill including the value of extra item etc.

The Company shall not be responsible for any in convenience caused to any stoppages or interruptions in water supply neither any compensation can be claimed by the contractor due to such non-supply, or interrupted supply of water nor will any claim for reduction in flat rent will be entertained.

8) **ELECTRICAL ENERGY:**

Electrical power (3 phase, 440 volts or as available) will be made available to the contractor for lightning etc. ayany two points for construction and related activities such as site lightning etc. The contractor shall have to carry out, at his own cost, all further connection, as per electricity rules & regulation.

The Company shall charge at flat rate of 0.25% of the gross value of work done under the contract including the value of all extra items, escalation etc. for the supply of electrical energy and the recovery would be effected, irrespective of the quantum of electrical energy supplied, from the running accounts bills at the rate of 0.25% of the gross value of each R.A. Bill including the value of extra items etc.

The Company shall not be responsible for any inconvenience caused due to any failure of electric supply and no compensation can be claimed by the contractor due to such non-supply, neither will any claim for reduction in flat rate will be entertained.

The complete installation which the contractor has the undertake for his power supply should confirm to the Indian electricity rules 1966, and the Indian electricity Act,1910, which latest amendments and as per the specifications and standards laid down the rein and as approved the Engineer-In-Charge.

9) TOOLS, PLANT AND MACHINERY:

In respect of procurement of plant and machinery, it will be for the contractor to apply to concern authorities for necessary permit etc. under intimation to the Company. It will be for Maharashtra State Electricity Distribution Co. Ltd., 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 Company's recommendation shall have to be borne by the contractor.

All construction altools, plant and machinery such as pneumatic drills, air compressors, concrete breakers, pumps, concrete mixer, hoist, dumpers, weigh batchers, vibrators, rollers and all other required machineries etc. shall be provided by the contractor for constructions works.

The contractor shall state in Schedule 'C' the details of plant and machinery already held by him and likely to be ear marked for this work including their rating.

Such items of plant and machinery as are available with the Company may be made available at the discretion of the Superintending Engineer to the contractor on payment of hire charges which will be recoverable every month from the contractor's bills and shall be charge for the entire period, including idle days till return of the plant and machinery in working conditions 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 equipments and return after use the same 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 decisions as to whether such wear and tear is normal or otherwise shall rest entirely with company. The hire charges shall be as fixed by the Superintending Engineer.

10) ROYALTY

All quarry fees, royalties, octroi dues and ground rent for staking materials if any should be paid by Contractor. The rates quoted by the tenderers shall be inclusive of the royalty charge as prevalent on the date of opening of the prices. In case of any increase or decrease in the royalty charges by the Govt. of Maharashtra on the materials subsequent to the opening of the price bids, also it shall be responsibility of the contractor to make the payment of appropriate royalty charges to the Revenue Authorities. However, if so required by the concerned authorities the Company may recovered the outstanding amount from the money due to the contractor of from his security deposit and the contractor will not be entitled to any refund from the Company on this account. However, such increase or decrease shall be payable to or recoverable from the contractors. In order to verify whether there is any increase or decrease in the royalty charges, the contractors shall submit along with every R.A. bill

appropriate receipts/certificate from the revenue authorities regarding payment of royalty and increase/decrease therein over the royalty payable on the date of opening of the price bids.

11) TIME IS THE ESSENCE OF CONTRACT:

Time is the essence of contract. The time shall be reckoned from the date on which the site of work is handed over to the successful tenderer.

The contractor shall prepare schedule / Bar chart indicating the commencement and compensation date for each foundation / structure under the scope of work to suit for completion stipulated as stated under tender notice and submit the same within 15days from the date of receipt of the work order to Superintending 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 metor to institute corrective step to maintain the targeted completion dates. The Company reserves 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, shortfalls in progress with reasons therefore shall also be brought in such reports regularly.

12) CO-OPERATION WITH OTHER CONTRACTORS /AGENCIES:

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 other to the fullest extent and shall allow to each other, every facility & co-operation for execution of their work simultaneously and satisfactorily, during the erection of machinery or execution of any other related works. The contractor will have to work only at places as directed by the Engineer-In-Charge. The contractor may sometimes have to suspend his work partially or such times, he will be informed from time to time and directed by the Engineering charge, when to work. He may also be required to dismantle /shift his construction plant and equipment so as to cause minimum obstruction and inconvenience for erection of machinery and / or any other construction operations/In such cases, he shall not be given any compensation of account of reduction or stoppages of work or idle labor force or dismantling / shifting of his construction plant and equipment etc. It shall, however, be seen by the Engineer-In-Charge that the contractor is not put to unnecessary inconvenience.

13) WORKING HOURS:

The hours of work for the labor employed by the contractor shall confirm to the hours of working fixed by the Company**.**

If the Engineer-In-Charge give permission for night work, such night work shall not entitle the contractor to any increase in rates.

Where night work is in progress, any excavated area shall be barricaded and shall be provided with red light and all other working areas shall be well lighted to prevent accidental falls etc.

Work shall normally be done in single shift per day. However, the Engineer-In-Charge reserve the right to order over time/ double shift/triple shift working if required by progress requirements and the contractors shall not be paid anything extra over his contract rate for such overtime /double shift/triple shift working. The Engineer-In-Charge if he orders such additional shift/s will arrange his Engineer for the usual supervision in additional to normal contractor's supervision.

14) CONTRACTORS SUPERVISION:

The contractor shall, during the entire period, the works are in progress, employ a qualified civil Engineer to being charge of the works with adequate experience in handling of jobs of his nature and with the prior approval of the Superintending Engineer-In-Charge. Such Engineer shall be constantly in attendance at the site during working hours, and also beyond working hours,will 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 direction, instructions to him, shall be deemed to have been given to the contractor. The representative of the contractor shall have all necessary powers to receive Schedule 'A' materials from the company stores, issue valid receipts for the same, engage labor or purchase materials and proceed with the work as required for speedy execution.

None of the contractor's Engineers, Supervisors or labor 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.

The contractor shall employ for execution of work only such persons as are careful, skilled and experienced in the respective trades, and the Engineer-In-Charge shall beat 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-Charge misconduct 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.

15) SECURITY REGULATION:

The contractor shall strictly with the Security Regulation in force at the Company's site of work.

16) SETTING OUT WORKS:

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correspondence of the positions, level, dimension and alignment of all parts thereof. If at any time any error shall appear during the progress of any of the works, the contractor shall at his own expenses rectify such error, if called upon, to the satisfaction of the Engineer-In-Charge.

The contractor shall provide all facilities, instruments and attendants to the Engineer-In-Charge or his deputed representative to check his work. Instruments brought by the contractor shall be in good working condition and are subject to approval of Engineer-In-Charge. Checking in part of full of any setting out or any line or level by the Company's supervisory staff shall not in any way relieve the contractor of his responsibility for the correctness thereof.

The contractor shall establish and maintain base lines and bench marks adjacent to the various sections of work at his own cost. All such bench marks and center lines must be carefully preserved by the contractor, and in case of their destruction by him or any of his employees, they shall be replaced at the contractor's own expense.

The contractor shall be responsible for the accuracy of all dimensions within the various sections of the work according to the figures of dimension on the approved drawing issued for construction.

17) <u>SAFETY PRECAUTIONS</u>:

The contractor shall pay particular attention to ensure safety of his staff and work man and others in the vicinity and shall be responsible for any other causes what so ever 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 proceeding at law that may be brought by any person of injury sustained owing to neglect of the above precautions and pay may damages and costs which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid compromise any claim of any such person**.**

The contractor shall at his own cost make good all damages incurred to the structures so as to delivers the whole of the contracted work completed and perfect in every respect. The contractor shall also make good or otherwise safety all claims for damage to the property of third parties causes by the contractor or his workmen or his petty contractors.

The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, guards, sings, temporary passages or other protection necessary for the purpose. All work shall be done at the contractor's risk and if any loss or damages shall be 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 or property of the Company or of others and without interference with the operation of existing machinery, equipment or structure.

<u>ARBITRATION CLAUSE</u>: The Matters to be determined by the Chief Engineer:-

All disputes and differences of any kind what so ever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Chief Engineer(Civil) Corporate office Mumbai and Chief Engineer shall (within120days) after receipt of the contractor's representation make and not if decision so fall matters referred to by the contractor in writing.

Demand for Arbitration:-

In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or in the respective rights and liabilities of the parties on any matter in question, the dispute or difference on any account or as to the with holding by MSEDCL of any certificate to which the contractor may claim to be Entitled to, or if the C.E. fails to make a decision (within 120 days), then and in any such case, the contractor (after 120 days), but within (180 days) of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference to be referred to arbitration.

The demand for arbitration shall specify the matter which are in question, or subject of the dispute or difference as al so the amount of claim item wise. Only such dispute (s) or difference (s) in respect of which the demand has been made, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference.

The arbitration proceedings shall be assumed have commenced from the day, a written and valid demand for arbitration is received by the Company.

The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

The Company shall submit its defence statement and counter claim (s), if any, within a period of 60 days of receipt of copy of claims from the Tribunal there after unless otherwise extension has been granted by the Tribunal.

No new claim shall be added during the proceedings by the either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

If the contractor (s) does /do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Co. Ltd. that the final bill is ready for payment, he/they will be deemed to have waived his/their claim (s)and the Co. Ltd. shall be discharged and released of all liabilities under the contract in respect of these claims.

18) OBLIGATION DURING PENEDENCY OF ARBITRATION:

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

In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/-(Rupees One Crore)the Arbitral Tribunal shall consist of a sole Arbitrator who shall be either the Chief Engineer of the Co., or retired officer of the Board/Govt. not below the grade of Chief Engineer or equivalent nominated by the Managing Director of the Co. in that behalf. The Sole Arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the Co.

In cases the value of the claim exceeds Rs.1,00,00,000/-(Rupees One Crore) as above the Arbitral Tribunal shall consist of panel of 3 serving or retired officers of MSEB/Govt. not below the grade of C.E./C.A.O. as the Arbitrators. For this purpose, the Co. will send a panel of more than 3 names of arbitrators of one or more department of the Board/Govt. to the contractor who will be asked to suggest to the Managing Director at least 2 names for appointment as contractor's Nominee. The Managing Director shall appoint at least one of them as the contractor's Nominee and will also appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the presiding arbitrator from amongst the three (3) arbitrators so appointed. While nominating arbitrators, it will be necessary to ensure the one of them is or has worked in Accounts department.

If one or more arbitrator appointed as above refuses to act as arbitrator, with draws from his office as arbitrator or vacates is/ their office/officers or is / are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Managing Director fails to act without undue delay, the Managing Director shall appoint new arbitrator / to act in his /their place in the same manner in which the earlier arbitrator (s) had been appointed. Such reconstituted Tribunal, May as its discretion proceed with the reference from the stage at which it was left by the previous arbitrators.

The Tribunal shall have powers to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause, be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.

While appointing arbitrator(s) as above, due care shall be taken that he/ they is /are not be one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Co. Ltd. servant (s) expressed views on all or any other matters under dispute or differences. The proceedings or the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service opportunity to deal with the matters to which the contract relates or who in the course of his/their deities expressed views on all or any other the matters under dispute.

i) Arbitral award shall state item-wise, the sum and reasons upon which it is based.

ii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and interpretation of specific point of award totribunewithin30 days of receipt of the award.

iii) A party may apply to Tribunal within 30days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

iv) In case of the Tribunal, comprising of three members any ruling or award shall be made a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

v) Where arbitral award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

vi) The cost of the arbitration shall be borne equally by the respective parties. The cost shall inter-alia include fees of the arbitrators as per the rates fixed by the Company from time to time. Provided that the fees payable per arbitrator for claims upto Rs. One Crore, shall not exceed Rs. 2000/- per sitting subject to a maximum of Rs. 25,000/- and the fees payable per arbitrator for claims over Rs. One Crore, shall not exceed Rs. 2000/- per sitting subject to a maximum of Rs. 50,000/-.Provided further that the arbitrators who are in service of Govt. / MSEDCL shall draw fees at half of the rates mentioned above.

vii) Company shall maintain a list of arbitrators. The Managing Director shall have powers to delete or add the name of the arbitrators in the list or to make amendments to the said list as per his discretion.

viii) The arbitral proceedings should be completed, and the award be finalized within one year from the date of appointment of arbitrators.

ix) Subject to the provisions as aforesaid. Arbitration& Conciliation Act, 1996 and the rules there under, and any statutory notification there of shall apply to the arbitration proceeding sunder this clause.

In case the contractor (s) falls within the ambit of Small Scale & Ancillary Industrial Undertakings Act,1993, following clause regarding payment shall be incorporated.

19) <u>PAYMENT OF BILLS</u>:

In case the contractor (s) / supplier (s) fall within the ambit of Small Scale & Ancillary Industrial Undertakings Act, 1996, the Company shall pay the price of the goods received, as far as possible, within 60 days subject to a maximum of 120 days from the date of acceptance of the date of deemed acceptance of goods as per specifications. In case the Board fails to pay price of the goods within 120 days from the date of acceptance or the date of deemed acceptance of the goods as per specifications, the Company shall be liable to pay interest as per provisions of Small Scale & Ancillary Industrial Undertakings Act,1993.

20) <u>VARIATIONIN QUANTITIES OF WORK</u>:

The tendered rates for all sub-items / item under Schedule 'B' shall remain firm during the stimulated contractual time limit and the "free over run" period, irrespective of the actual quantity of work executed under any sub-items /items, or the overall quantum of work done, whether in excess all in deficit and no claim for revision of rates on ground so floss or profit or increase overheads or what so ever other ground shall be entertained by the Company.

21) <u>APPROACH TO WORK SITE</u>:

The contractor shall make his own arrangements at his own cost for necessary approach road and ramps for transport of materials to site of works. No charge will be paid by the Company for constructions of such approaches.

22) **DEATH, BANKRUPTCY, BEACH OF CONTRACT ETC**.:

Should the contract or die or become in solvent 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 in solvency or bankruptcy or being corporation pass are solution or be ordered to wound up have a receiver or its business appointed or committed any breach of contract, the Company shall been titled any forth with by notice in writing to contractor or his legal representative to terminated the contract and the Company may in that event complete the contract in such time and manner and by such presents as the Company shall think fit at the risk, cost and liability of the contractor.

23) **INSURANCE:**

Without limiting his obligations and responsibilities under various clauses of these 'Special Condition of Contract', the contractor shall insure and keep insured during the contractual period including extensions thereto and the stipulated maintenance period of till the work is handed over to the Company as stipulated else where in this specification, whichever is later, in addition to the insurance required to be taken out under any of the central, state and local law, also for the eventualities so fall types of accident, fire, riots, sabotage and natural calamities, for the following.

a) **THIRD PARTY LIABILITY:**

Limit for bodily injury or death, not more than Rs. One Lakh for one person and Rs.3 Lakh for any other accident, with no limit on the number of accident. This cover Shall include amongst others all supervisory staff and workmen of the Company, the staff and workmen of Company's various contractors and their sub-contractors at the project side allowed to remain or to move about the construction area by the Engineer-In-Charge during any or all hours.

b) Workmen's Compensation insurance full cover.

c)

28) The limit stated above shall not mean to limit or dilute the contractor's liability to make good the damage caused or for the insurance claim admitted and paid, shall have to be made good and paid by the Contractor from his own funds. **The Contractor in his own interest is therefore advice to insure against all eventualities including third party property damage full cover.**

29) The insurance agency shall be preferably the Maharashtra Government Insurance Fund. Insurance with other agencies will be acceptable only with the prior written approval of an officer of the Company not be low the rank of Dy. Chief Engineer.

30) The insurance shall be at the sole cost of contractor (and he is deemed to have allowed for this expenditure in his quoted percentage over rate for the various item under Schedule 'B') and all formalities for taking out the above stated insurance shall be completed by the contractor and all documents in supports

there of shall be submitted by the contractor to the Superintending Engineer-In-Charge before the commencement of the work.

31) In the event of occurrence of an accident, the contractor shall take all actions and lodge the claim with the Insurance Agency and take all follow up actions there after till settlement, keeping the Superintending Engineer-In-Charge informed of all development 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 premium etc. and in such an event, the contractor shall have to make good and pay all damages and claims from his own funds.

32) If the contractor shall fail to insure and keep in force the insurance referred to in Para 23.1 above or any other insurance 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 opinion effect and keep in force any such insurance and pay such premium or premia as may be necessary for that purpose and from time to time deduct such expenditure (with 15%extra towards Company's 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 same as a debt due from 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 Company's right to recover from the contractor directly, the cost towards any loss, damages etc. remain unchanged, irrespective of whether the Company has affected the insurance or not. Also provided further that non – insurance by the Company in terms of this clause shall not in any other clauses under the contract.

33) All form a lities towards insurance shall be completed by the contractor before commencement of the work. Copies of the insurance papers in duplicate along with the original set of papers shall be submitted by the contractor to the Superintending Engineer-In-Charge for verification and record. The original paper may be return to the contractor after verification. The Company is not bound to pay neither is the contractor eligible to receive any payment due or otherwise from Company under the contract till all form alities in respect of Insurance are completed by him.

34) **NEGLIGENCE:**

If in the opinion the Company, the Contractor Neglects to execute the work with diligence and expedition or refuses or neglect 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 contract or fails to do so within the time reasonably necessary for making it good.

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 persons and which in the opinion of the Company's is likely to result or has resulted in substandard work or loss thereof, then and in such case the Company shall be at liberty to employ other workmen after giving as even days' notice in writing and there after perform such work as the

contractor may have neglected to door of if the Company so desires to take the work wholly our on part out of the contractor's hands and execute departmentally or recon tract with any others agency or provide any materials, tools, tackle or labour for the purpose of completing the work or any part there of and in that event the Company shall, without being responsible to the contractor for fair wear and tear of the same, have the free use of all the materials, tools, tackles or labour for the purpose of completing the work or any part there of, which maybe on the side, atany time in connection with the work to the exclusion of any right of the contractor over the same, and the Company shall been titled to retain and apply any balance which may be otherwise due on the contractor by the Company to the contractor or such part there of as maybe necessary to the part of the cost of executing such work as afore said.

35) REDUCTION FROM CONTRACTOR PRICE:

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

36) REPLACEMENT OF DEFECTIVE WORK/MATERIALS:

It during the progress of the work the Engineer-In-charge shall decide and notify in writing to the contractor, that the contractor has executed an unsound or imperfect work, or has supplied any plant or materials inferior in quality or quantity those specified, the contactor shall on receiving details of such defects or deficiencies has to make good the defective unsound or imperfect work or replace materials, as per written instructions of the Engineer-In-Charge, at his own expenses within such in time as maybe 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 t do so, the Engineer may, on giving the contractor 7 days notice in writing of his intension to do so, proceed to remove the work or materials complaint 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 affected any rights under the contract which, it may otherwise have in respect of such defects or deficiency and no interim payments which may have been made on account of the plant or materials delivered or work executed shall be looked upon as acceptance of such plant, materials or work.

37) CERTIFICATE NOT TO AFFECTRIGHTS OF COMPANY OR CONTRACTORS'S OBLIGATIONS:

No certificate of the Engineer-In-Charge nor any some paid on account by the Company not in any extension of time for the works granted shall affected or prejudice the contractor's obligations for the due performance of the contract or be interpreted as approval of the work done or of the material supplied and no certificate shall create liability in the Company to pay variation or additional work not ordered in writing by the Engineer-In-Charge or discharge the liability of the contractor for the payment of damages whether due, ascertained or certified or not or any some against the payment of which he is bound to

indemnify the Company nor shall any sum paid on account or otherwise affect or prejudice the obligation of the contractor to the Company.

37) NON-EXERCISE OF RIGHTS AND CONTRCATOR'S LAIBILITY:

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

38) PAYMENTS:

R. A. Bills shall be submitted by the contractor monthly to the Sub-Divisional office on or before the date fixed by the Superintending Engineer-In-Charge for all the works executed in the previous month. 75% payment of the R. A. bill shall normally be released within reasonable time on availability of funds on receipt of such bill in the Divisional Office. Balance payment of the net payable amount of the R. A. bill, would be effected after details audit etc. The tenderer shall clearly note that while every effort would be made by the Company to stick up to the above Schedules of payment, no claim for payment of interest/damage etc. for any delay in the payment shall be considered or payable by the Company.

Every possible effort to finalize the final bill within 9 months from the date of completion of the work in all respects as certified by the Superintending Engineer-In-Charge shall be made. It is desirable for enabling early settlement of the final bill all material accounting royalty clearance certificate etc. shall be submitted by the contractor and all dues settle 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 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.

In case the final bill is not finalize within a period of 9 months from date of completion, at the request of the contractor but at the soled is cretion of the Superintending 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 a amount equivalent to 150% of such net payable amount, by the contractor. The Bank Guarantee shall be in the Company standard Performa and shall be valid till the final bill is actually paid to the contractor.

39) CHECK ON CONTROLLED MATERIALS:-

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 material 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 said material with particular reference to the turnover of the work done during the day. The 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.

40) DAMAGE TO WORKS:

The works whether fully completed or incomplete, all the materials, plants, tools, temporary building and other things connected with the works shall remain at the risk and in the sole charge of the contractor until the completed work has been delivered to the Engineer-In-Charge and till the completion certificate has been obtained from the Engineer-In-Charge. Until such delivery of the completed work, the contractor shall at his own cost take all precautions reasonably necessary, to keep all the aforesaid works, materials, machinery, plants, temporary building and other things connected the works free any loss or damage and in the vent 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.

LAW AND REGULATIONS:

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 by laws of the local or other authority which shall be applicable to the works.

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 there under and any statutory modifications Thereof whenever they are applicable, unless otherwise agreed to in writing by the Engineer-In-Charge.

The contractor shall abide himself and fulfill all obligations enforce able under Enforcement of Contract Labor(Regulations 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 against the terms of the contract.

44) TAKING OVER:

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 forth with issue a taking over certificate.

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 contract or to the Engineer-In-Charge of the work being ready for test, the same shall be deemed to have been taken over so as on the last day of such period and payments due to the contractor on taking over shall carry out the said last test

during the maintain period. The performance guarantee/Security deposits under this contract shall however bere leased only after the stipulated test results indicate successful performance.

The Tenderer shall specifically note that the contract is deemed to be complete only after the land and staff quarters allotted to the contractor by the Company are vacated by him and returned to the Company in the same condition such lane / staff quarters are handed over to him by the Company.

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.

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 Superintending Engineer shall be final and binding on the contractor as to whether the items are minor or important and if the Superintending Engineer certifies that the items to be completed are important, not withstanding anything contained in the contract, the taking over certificate shall not be issued.

45) <u>CONTRCATOR'S LIABILITY FOR LOSS, DAMAGE, ACCIDENTS ETC</u>.:

The contractor shall be responsible for loss, damage or depreciation to the plant/ building until the plant/ building is taken over in the accordance with Clause 42 above.

The contractor shall, during the progress of the work, properly cover up and protect the plant from injury through exposure to whether or by any other cause and shall take very reasonably proper timely and useful precautions against accidents or injury to the same from any cause and shall be remain answer able and liable for all accidents or injuries there to which until the same area or be deemed to be taken over. The contractor shall be responsible for all damages and losses to the plant / building/ machinery that may arise or be occasioned by the acts or omissions of the contractor or workmen, or sub-contractor and all damages to the plant / building arising from such accidents or injuries as a fore said shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the reasonable at is faction of the Engineer-In-Charge.

In the case of loss or damage to any portion of the plant/building/machinery delivered arising from or occasioned by other causes for which the contractor is not 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 or in default of agreement settled.

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 person or to any property of the Company or of other occasioned by the negligence of the contractor or his sub-contractors on account of any defective design, work or materials but not otherwise.

Not with standing anything contained in this contract, the contractor shall

be liable to pay for any actual damage to the structure for reasons unforeseen or being the control of the Company during the period of maintenance as stipulated in this contract.

The contractor shall indemnify and save harmless the Company against all action, suits, claims demands, costs or expenses arising in connection with injury suffered prior to the date when the plant shall have been taken over under Clause 42 herein, by person employed by the

Contractor or his sub-contractors, on the works, whether under the general law or under the Workmen'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 properly to insure against any claim there under.

On the occurrence of an accident which results in the death of any of the workmen employed by the contractor or which is so serious at to be likely to result in the death of any such workman, the contractor shall, within 24 hours of happening of 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 damages u stained by the Company resulting directly or indirectly from 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 Workmen's Compensation Act, or otherwise to confirm to the provisions of the said Act in regard to such accident.

In the event of any claim being made, or action brought against the Company and arising out of the manner referred to and in respect of which the contractor 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 settlement of the same or any litigation that may arise there from. In such case the Company shall at the expenses of the contractor accord all available assistance for any such purpose.

46) A) <u>COMPENSATION FOR DELAY</u>:

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract) and the contractor shall pay as compensation amount equal to half percent per week or such smaller amount on the value of work that remains unfinished after schedule date of completion. (SUBJECT TO MAXIMUM 10% OF WORK ORDER VALUE) as the Superintending Engineer (whose decision in writing shall be final) may decide.

B) <u>ACTIONUNDER CONTRACT AGAINST DELAY</u>:-

If the progress of any particular portion of the work is unsatisfactory, the agency has not commenced the work. The Superintending Engineer whose decision shall be final shall not withstanding that the general progress of the work is satisfactory, be entitled to take action under clause 2.05.02 (b) following, after giving the contractor 10 day's notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action.

1) In any case in which any cause or clauses of the contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (where paid in one sum or deducted by installment) or in the

case of abandonment of the work owing to serious illness or death of the M.S.E.DISTRIBUTIONCO.LTD. shall have powers to adopt any of the following courses as he may deem best suited to the, To rescind contract (of which rescission notice in writing to the contractor under the hand of the Superintending Engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the M.S.E. DISTRIBUTION CO. LTD. Or,

2) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work charged establishment employed for getting the unexecuted part of the work completed and crediting his with the value of work done departmentally in all respects in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of his contract. The certificate of the Superintending Engineer as to the value of the work so done Departmentally shall be final and conclusive against the contractor or,

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

47) <u>FORCE MAJEURE CLAUSE</u>:

Below mentioned conditions only shall be constructed to be applicable to this contract as Force Majeure' conditions.

1) Irresistible compulsion.
2) Coercion diplomatically interpreted as irresistible
3) War.
4) Strike declared as illegal by Labor Commissioner.
5) Lock outs by contract or agreed to by Labor Commissioner.
6) Act of God.

No other 'Force majeure' condition shall be treated as applicable this contract. Any statement about any exigency outside contractor control if include in 'Force Majeure' the said change shall not be accepted by the Company. If the reare illegal strikes / legitimate circumstances if above nature in the works of contractor's supplier's for manufactured materials, the same shall be notified by the contractor to the, 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 material such as sand, transportation agencies etc.)(Save for Railways).

48) CONFLICT OF INTREST

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted tender, if:

a) they have proprietor/ partner(s)/ Director(s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/ agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

e) In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

49) <u>DAMAGE TO THE OTHER STRUCTURE AND PLANTS</u>:

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

Any permission given by the Engineer to the contractor to carry out such work, as blasting etc. shall not be constructed to be waiver of the contractor's responsibility. In such cases the amount in respect of loss or damages, as directed by the Company, which shall be considered as final and binding on the contractor, shall stand recoverable from any payments due to the contractor in this or any other contract between the Company and contractor. It shall also be considered rightful for the Company to attach balance payments for enabling the Company to recover full extent of such amount**.**

However, in the event of amount of such losses / damages being recovered by the Company from the insurance company due to any of the insurance not declared under this contract, the amount recovered from the contractor shall be refunded to him to the extent of compensation received from insurance agency, subject, however to such refund being limited to the initial recover / recoveries made from contractor's bills in respect f each of such exigencies taken individually. A minimum amount limited to 15%of the assessed loss, to recover Company overhead etc. shall however be recovered by the Company from the

contractor in such a case.

50) CONCRETE DESIGN MIX:

The mix design of concrete shall be carried out by the Engineer-In-Charge in the Company's laboratory and in any approved laboratory in accordance with the technical specification enumerated under relevant clause of 'specification for plain and reinforced cement concrete' of this tender specification, envisaging use of weigh batcher, the contractor shall supply at the laboratory, to the Company free of cost samples of metal of different grades and sand that be proposes to use in the concrete in required quantities for as certaining the appropriate design mix. Unless otherwise approved by the Superintending Engineer-In-Charge in writing, the proportion by the weight of various aggregates as arrived at for the design mix shall not be converted into volumetric proportion and weigh bathing shall have to bed resorted to by the contractor for all concreting.

The Tenderer shall clearly note that the cement concrete for quotation purposes as stated for various cement concrete items are expected to be those, which are determined by absolute volume method in the laboratory. As such the deference only in respect of laboratory determination & figure stated in Schedule 'A' issue rates plus 10% towards handling and other over heads. All wastage of cement of any nature and consumption of extra cement if any, for whatsoever reasons during actual concreting, shall have to absorb by the contractor, within his overall quoted rates, for the relevant items of contract.

51) ASSIGNMENT:

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

If the contractor shall cause any part of the work to be performed by is approved sub-contractor the provisions of the contract shall also apply to such sub-contractor and his or its officers, agents, or employees in all respects as if he or it and they were employees of the main contractor, and the main contractor shall not in any manner thereby, be discharged from his obligations liability here under, but shall be liable here under for all acts and negligence of his sub-contractor, his or its officers, agents, employees and laborers, No sub contractor shall be made by the main contractor, without the approval of the Superintending Engineer-In-Charge, of both the subcontract and the subcontractor, and such sub contractor shall not in any manner shall affect the provisions hereof. Copies of all such sub contracts shall be furnished to the Superintending Engineer-In-Charge.

52) POWER TO VARY OR OMIT WORK:

No alteration, amendments, omissions, additions, suspension, or variation of the work herein after referred to as 'Variation' 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, for time to time during the execution of contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract

and the contractor shall carry out such variations and be bound by the same conditions as far as applicable as through 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 contractor, he shall decide forthwith whether or not the same shall be carried out, and if the Engineer confirms his instructions in writing, the contractor's obligation 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 price, so far as the same may applicable and when the rates are not contained in the said Schedules or are not applicable, they shall be settled by the Engineer-In-Charge and contractor jointly and would be subjected to approval of the Competent Authority of the Company which shall be final and binding on the contractor. In any case in which the contract has received instructions from the Engineer-In-Charge for carrying out the work, each either them or later in will in the opinion of the contractor involve a claim for and additional payment, the contractor shall, as soon as reasonably possible after the receipt of the instructions, as aforesaid, advise the Engineer-In-Charge to that effect in writing and in any case within a month of receipt of such instructions, failing which the claim shall not be entertained, nor shall be contractor be eligible for such claims.

53) <u>MAINTENANCE AND DEFECTSLIABILITY PERIOD</u>:

If the work or any portion thereof shall be damaged in any way excepting by the acts or 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 forth with 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 to be retained.

Six (6) 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'. I case any defects due to bad materials and/or bad workmanship develop in the work before the expiry of this period, the contractor on notification by the Engineer shall rectify or remedy the defect as at his own cost and he shall make his arrangements to provide materials, labor, equipment and any other appliance required in this regard. In case even no due notification by 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 plus15% towards Company over heads by deductions from any money due or that may become due to the contractor or from his security deposit.

The Company may, in lieu of such amending and making good by the contractor, deduct from any money due to 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 there with.

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.

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, if the rate cannot be derived from any item under Schedule 'B', the rate for such extra item of work may be derived from the schedule of rates of Public Works Department of Government o Maharashtra applicable to the site of work during the period of construction, duly adjusted for lead, towards cost of Schedule 'A' materials issued etc. and increased or decreased to the extent of quoted percentage above or below the estimate and accepted under the work order.

The tender 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.

The contractor shall be bound to execute all extra items of work which are interpreted by the Superintending Engineer / Superintending Engineer-In-Charge of the works as contingent to the works include under the scope of the contract. In case of any disputes regarding interpretation, rates etc. the decision of the Superintending Engineer would be final and binding on the contractor.

54) PRICE ESCALATION / VARIATION CLAUSE:

This clause is not applicable to this tender work.

55) PARTICULARS OF TENDERERS:

The Tenderer shall give details of his / their previous experiences including that in MSEDCL and any other details as the wish to give in Annexure 'A'. If no particulars are given, it would be presumed that the Tenderer has no previous experience, and his tender will be evaluated accordingly.

57) SPECIAL NOTICE OF CONDITIONS:

If the price quoted by the contractor by any chance is above or below 5% (Five percent) of the estimate a detailed analysis and note in justification of the quotation should accompany the tender, failing which the tender may not merit consideration and would be treated as arbitrary**.**

Conditional tender/tenders with rate adjustment against payment of mobilization /machinery cash / advance etc. would not be considered. Contractor has to submit the computerized R.A. Bill along with recovery statement, materials account, etc. in the Performa prescribed by this office.

The specification for material executions of work etc. the same will be referred from RED Book of standard specifications of Govt. of Maharashtra B & C Department.

58) TERMINATION OF CONTRACT:

1. In the event of sudden failure, neglect, dislocation or stoppage of work or illegal activities, instance of any Moral, breach of contract conditions on your part or your staff the under signed reserves the right to terminate the contract in part or full and get the work done through some other agency or departmentally at the Risk and cost of the contractor. The contractor in such event shall be required to pay the MSEDCL the additional cost/ expenses with 15% overhead charges incurred by the MSEDCL for having such work done by other agency and such cost / expenses are recoverable form the contractor from his pending bills, security deposit or other means.
2. In the event of poor performance, the company reserves the right to terminate the contract by giving 1month notice & forfeiting the S. D. paid by you.
3. In the event of the contractor suspending or abandoning the services fully or partly without giving proper to the MSEDCL & without handing over the charge to the Company of the equipment's / assets, materials (handed over to him by the Co. for custody) the cost of the same shall be recovered from security deposit and or other dues payable to him without prejudice to the rights of the Co to over balance amount through other means.
4. The right to terminate or restrict the contract at any stage with or without assigning the reason there of is reserved with the undersigned. If the contract is terminated, the contractor shall stop the work immediately.

59) CO-OPERATIVE SOCIETY /PUBLIC SERVICE CENTRE:

1. The Co-operative Societies of unemployed persons & Public Service Centers may exercise the right to accept / refuse the tender at L-1 rate quoted by other bidder for work value upto Rs.10/-Lakhs.
2. If the Co-operative Societies of unemployed persons & Public Service Centers will accept the tender at L1 rate quoted by the other bidder, then the tender shall be awarded to co-operative societies of unemployed person sand public service center, however incase of co-operative societies of unemployed persons & public service center refuse to accept the tender at L-1 rate quoted by other bidder, then the tender shall be awarded to L-1 bidder.

60) REVISED POLICY AND PROCEDURE FOR DEBARRING / BLACKLISTING OF AGENCIES FROM BUISINESS DEALING WITH MSEDCL.

1. This Policy shall be applicable for this contract in variably including all kinds of revisions and amendments there to from time to time. Copy of this document available with the office publishing this tender and shall be provided for reading purpose as and when demanded by the bidder.

Date Signature & Full Address of the Tenderer, (Seal of the firm)
Date:-

Executive Engineer (Civil)
Civil Division, Ratnagiri

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD
CIVIL Division Ratnagiri

5. DETAILED TECHNICAL SPECIFICATIONS

The Technical specifications are available in the office of Civil Division, M.S.E.D.C.L. Ratnagiri which is related with the individual item of works of Schedule–'B'. These specifications are not intended to cover the minute's details and the work shall be executed in accordance with the best prevailing practice in Building and communication department of Government of Maharashtra. The clarifications to any clause and missing portion shall be sought out from the latest edition of "standard specifications" published by the Government of Maharashtra together with relevant BIS specifications and National Building code. Further where the item specification contradict the 'standard specifications', these specifications alone shall prevail and hold good for the accepted rates without any variations applied there to. The Contractor, however, in his own interest may bring to the notice of the Engineer-in-charge any error/omission or discrepancy noticed. In the description of work under the General and Detailed Specification / and the discrepancy of the items in the Schedule–'B' and get the same clarified prior to submission of their tenders. Such remarks/comments after opening or the tender shall not entitle the contractor to any extra claim what so ever in any respect and the decision of the Superintending Engineer concerned of the Circle as to the inter pretention applicable therefore shall be final, binding and conclusive under the contract. In the even to any controversy arising out of the interpretation of the several specifications on the same item the decision of the Superintending Engineer(C) shall be applicable. The standard mode of measurement for individual item of work governed under a specification is indicated. No alternative methods would be accepted irrespective of a different mode is in vogue or is adopted by the contract or for payment to his labor for the work.

The detailed technical specification and drawings will be made available to the agency for reference in the office Executive Engineer(C), Civil Division Ratnagiri in the working hours of office on all working days up to submission of Tender date.

Date Signature & Full

Address of the Tenderer **Executive Engineer(Civil**
(Seal of the firm) **Civil Division Ratnagiri**
Date:-

DECLARATION- 1

(on Rs. 500/- Stamp Paper)
Tender No.- ……
Name of Work.- ……..

I_____ age _____address _____ _____
(Authorized signatory to sign the contract), hereby declared that I am the Owner/ authorized signatory of the contracting firm _____ and I am submitting the documents in tender for the purpose of scrutiny of the contract. I hereby agree to the condition/mentioned below:

1. I declared that, I am liable for action under Indian Penal Code or any law as applicable for submission of any false / fraudulent paper/ document information.
2. I declared that, I am liable for action under Indian Penal Code or any law applicable if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting by company or by myself.
3. I declared that I have not been charged with any prohibitory and / or penal action such as blacklisting/ de-registration or any other action under law by any Government and/or Semi Government undertaking.
4. I declared that, I have perused and examined the tender document including addendum, condition of contract, specification, drawings bill of quantity etc. forming part of tender and accordingly.
5. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed. MSEDCL is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
6. I also declared that I will not claim any charge/ damages/ compensation for non-availability of site for the contract work at any time.

(Signature of Contractor)
(Seal of Company)

MAHAVITARAN
Maharashtra State Electricity Distribution Co. Ltd.

FORM OF BANKER'S UNDERTAKING FOR SECURITY DEPOSIT

The Bank of_____hereby agree unequivocally and unconditionally to pay, at Ratnagiri within 48 hours on demand in writing from the Maharashtra State Electricity Distribution Co. Ltd. or any officer authorized by it in this behalf, of any amount up to and not exceeding Rs._____(in words) Rupees_____to the Maharashtra State Electricity Distribution Co. Ltd. on behalf of M/s._____ who have quoted/contracted for (date of work/supply) with the Maharashtra State Electricity Distribution Co. Ltd.

This agreement shall be valid and binding on this Bank up to and including_____

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

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

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

Signed_____

Please note that:

1. The value of stamp paper for this Bank Guarantee is Rs.200/-.
2. The Bank Guarantee should be furnished from any Nationalized/Schedule Bank on RATNAGIRI BRANCH.
3. Please state the full and complete postal address of the Bank Undertaking the Guarantee.

MAHAVITARAN
Maharashtra State Electricity Distribution Co. Ltd.

PROFORMA FOR AGREEMENT

This AGREEMENT made at Ratnagiri on the date of _____ between_____(herewith called 'The contractor' which Expression shall unless excluded by or by or repugnant to the context include his successor or permitted assigns) of the part & Maharashtra State Electricity Distribution Co. Ltd. (here in after called M.S.E.D.Co. Ltd. Which expression shall unless excluded by or by or repugnant to the context include his successor or permitted assigns) of the other part.

WHERES the Executive Engineer (C). M.S.E.D.Co.Ltd. Civil Division Ratnagiri invited tenders according to the powers held by him as per rules for the work of _____

_____

_____ in accordance with plans & WHEREAS the said tender was accepted by the M.S.E.D.Co. Ltd. Under letter of intent No. _____& work Order No. _____placed with said contractor on the terms & conditions specified in the tender aforesaid work order of the Co. & on the condition of the contract as specified in the tender & in the booklet viz. Tender & contractor for works of the M. S. E. D.Co. Ltd., attached with the tender.

NOW THIS AGREEMENT witness & it is hereby agreed & declared as under:-

1) In consideration of the value of the contract viz. Rs. _____ In words. Hereby conversant with the M. S. E. D. Co. Ltd., that the he shall & will duly provided & the work & shall perform all other works & things in this contract mentioned & described or which are implied there from or may reasonably be necessary for the completion of the said work within & at the same time & in the manner & subject to the terms & condition stipulation contained into his contract & the M. S. E. D. Co. Ltd., shall pay to the contractors all the sums of money as & when they may become due & payable under the provision of the contract.
2) The contractor shall undertake the work of _____ as mentioned & described in the contract as specification & tender accepted vied letter of intent No. _____& will complete the same in accordance with plans & specification & conditions annexed.
3) The contractor shall complete the work as per the terms & conditions specified in the contract as per specification & tender accepted vied letter of intent No. _____& will complete the same in stipulation period in accidence with plans & specification & conditioned annexed.
4) The contractor shall indemnity the M. S. E. D. Co. Ltd., from all claims to any person whether workmen or not while in upon the works of the site & the said M. S. E. D. Co. Ltd., shall not be bound to defense any claims brought under the workmen's compensation Act. & the contractor shall be liable for any such claims.
5) The aforesaid M. S. E. D. Co. Ltd., letter along with tender submitted by the contractor along with plans & specification & his acceptance letter No. _____ & booklet viz. tender & contract for works of the M. S. E. D. Co. Ltd., shall be deemed to be the part of this contract.

The said paper signed by:-

1) _____

List of documents forming the schedule hereto:-

1) The Work Order No.:-
2) Acceptance of the letter No.:-
3) The original bid with plans & specification.
4) Tender & contract for the works of M. S. E. D. Co. Ltd.,

In WITNESS of the parties hereto have signed this agreement on the date respectively mentioned against signed & delivered by:-

1)
2)

Duly constituted attorney for signing behalf of
Maharashtra State Electricity Distribution Co. Ltd.

Executive Engineer (C)
Civil Division Ratnagiri

In presence of:

1)

2)

Rev. III/09

ADDITIONAL INSTRUCTIONS
(Applicable for tenders called on Rate Contract basis)

RATE CONTRACT:

The terms and conditions for the rate contract shall be same as those specified in Annexure 'A' Conditions of Tender & Supply, with the following additions/modifications. These clauses are applicable wherever they are deviating from the relevant clauses of the tender form and shall supersede the terms & conditions mentioned therein and shall be applicable to the rate contract tender.

1.0 PERIOD OF RATE CONTRACT:

The rate contract shall be in operation for a period of one year from the date of Award of Contract.

2.0 QUANTITY:

2.1 Quantity ordered in Annexure 'B' of the tender documents or quantity, which shall be ordered on successful bidder, is only the estimated requirement for the contract period of one year. The actual supply against the contract shall be limited to the quantity demanded during the contract period which shall not be less than 40% of the ordered quantity.

2.2 It will not be binding on the part of the purchaser to draw the entire quantity during the contract period.

2.3 On expiry of the contract period, any undemanded portion of the contract shall stand automatically cancelled without any financial liability on either side.

3.0 DELIVERY PERIOD:

3.1 The delivery schedule offered shall indicate the quantity of first lot and the rate per month at which the supply shall be effected.
For quantities demanded upto 40% of the contract quantity, commencement period will be allowed for the first demand only. The deliveries of subsequent demands shall be effected at the agreed monthly rate from the date of receipt of such demands or the expiry of the delivery period of the earlier demands which ever is later.
For the balance quantity over and above 40% of contract quantity, if demanded separately, the delivery period as agreed including the commencement period will be applicable.

3.2 The demanding officer will issue dispatch instructions as per his requirement. The quantity demanded per consignee could be less than or equal to monthly lot specified in the contract. Whenever as per demands, the quantity to be supplied to a consignee in a particular month is less than monthly lot quantity, the said quantity will be treated as lot quantity for the purpose of delivery and payment.

3.3 In the last demand/s made, if the deliveries cannot be effected within the contract period after counting the delivery period in the above manner, the contract period shall stand automatically extended till the expiry of the delivery period counted in the above manner, unless instructed by the concerned Demanding Officer not to dispatch the material after expiry of the contract period.

3.4 The commencement of the delivery period shall include the period for submission of prototype/ sample (wherever applicable) and approval of the same and also the time required for routine inspection and approval of test certificates, wherever required.

LIST OF SERVICES

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

Required Documents (To be uploaded online)				
Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price bid	Price Section	Civil Work General	The percentage shall be filled in both words and figures
2	Valid registration certificate	Technical Section	Civil Work General Services	Valid registration certificate of civil work contractor ship from the concern organization (for partnership). The tendered shall be registered in Central /State Govt. Department such as PWD/MES/Rai
3	Experience Certificate	Technical Section	Civil Work General Services	Experience of having successfully completed similar works during last 05 years (i.e. After Month of July -2021)as a prime contractor and ending last day of month previous to the one in which tenders a
4	Valid PF registration certificate	Technical Section	Civil Work General Services	Valid PF registration certificate or upload the undertaking by mentioning the section / clause from valid supporting document (GR, Circular etc.) Also, upload/ enclose the copy of relevant supporti
5	A valid Solvency certificate	Commercial Section		A valid Solvency certificate from Nationalized/ Scheduled at 20% of the tender cost i.e. issued not earlier than 12 months on date of opening of tender.
6	declaration on Rs. 500/- Stamp Paper	Commercial Section		Duly filled declaration on Rs. 500/- Stamp Paper
7	PAN Card	Commercial Section		PAN Card
8	Net worth Certificate	Commercial Section		Last/recent year Positive Net worth Certificate Approved by Chartered Accountant.
9	Partnership deed	Commercial Section		Partnership deed (in case of partnership firm).
10	Turnover Certificate	Commercial Section		Last 03 Years average around Turnover Certificate equivalent to 30% of tender value.
11	GST Registration certificate	Commercial Section		Registration certificate of Goods and Service Tax (GST).
12	EMD receipt	Commercial Section		Receipt of EMD Paid.(Upload the transaction receipt in case of online payment)
13	Income Tax Returns	Commercial Section		Last/recent year Income Tax Returns & C.A. certified copies of profit loss & balance sheet for last 3 financial years.