

## Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		22-02-2024 06:46:00
Tender Code	EEC/AKL/e-T-159/2023-24	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Metal spreading work in switch yard at 33/11 KV Sub-Station Chikhaldara Tal. Chikhaldara Dist. Amravati.	
Estimated Cost (In Lakhs)	5.62	
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	G S Punse , 7875029888 ,eecakola@gmail.com	
Pre-Qualifying Req	<p>1. Valid registration certificate for Civil work contractorship from the concern organization. The tenderer shall be registered in Central /State Govt. Department such as PWD/MES /Railways /CPWD, etc.</p> <p>2. Receipt of EMD Paid. (Upload receipt of EMD paid in online)</p> <p>3. GST registration (If the agency has applied for GST registration, the acknowledgment receipt shall be uploaded)</p> <p>4. Certificate of Registration under Provident Fund Act, 1952.</p> <p>5. PAN Card.</p> <p>6. Preceding 03 years Income Tax Return filed.</p> <p>7. Experience : (A) Experience Certificate from the Officer in charge of the concerned central /State Govt. Department such as PWD/MES/Railways/CPWD etc. department not below the rank of Executive Engineer of having successfully completed similar works during last 07 years ending last day of month previous to the one in which applications are invited should be either of the following:-</p> <p>a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.</p> <p>OR</p> <p>b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. OR</p> <p>c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p>(B) Defination of Similar works: - "Similar work" in this tender may be defined as "The bidder should</p>	

	have experience of construction / maintenance works for building / Sub-station. 8) Preceding 03 years Positive Net Worth certificate. 9)Partnership deed (in case of partnership firm).
Budget Type	Revenue
Scheme Code	NA
Scheme Name	NA
Department	Civil Department
Office Type	DIVISION
Location Type	Akola CCCM Division
Designation	Additional Executive Engineer(Civil)
Pre-Bid Meeting Address	EXECUTIVE ENGINEER (C) Civil Construction cum Maintenance Division, 1st floor CFC Building, Vidhyut Bhavan Premises MSEDCL, Durga Chouk Akola
Bid Opening Address	EXECUTIVE ENGINEER (C) Civil Construction cum Maintenance Division, 1st floor CFC Building, Vidhyut Bhavan Premises MSEDCL, Durga Chouk Akola
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	23-02-2024 00:00
Tender Sale End Date	29-02-2024 23:55
Bid Start Date	23-02-2024 00:10
Bid End Date	01-03-2024 13:00
Pre-Bid Meeting Date	01-03-2024 10:00
Techno-Commercial Bid opening on	01-03-2024 14:00
Price Bid opening on	01-03-2024 14:30
Annexure C1 Opening Date	NA
Winner Selection Date	01-03-2024 16:00
Can Bidder Opt EMD Exemption	N



**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION  
COMPANY LIMITED**

**TENDER SPECIFICATION NO. EEC/AKL/e-T-159/2023-24**

**ESTIMATED COST Rs. 5,62,638/-**

**e-TENDER FOR work of**

**Metal spreading work in switch yard at 33/11 KV Sub-Station  
Chikhaldara Tal. Chikhaldara Dist. Amravati.**

**e-TENDER SUBMITTED BY**

**M/S \_\_\_\_\_**

**Earnest Money Deposit: Rs. 5630/-**

**Date of sale opening: 23.02.2024 to 29.02.2024**

**Due dt : 01.03.2024 Upto 13.00 Hrs.**

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

**Office Address:-**

**EXECUTIVE ENGINEER (C)  
Civil Construction cum Maintenance Division,  
1<sup>st</sup> floor CFC Building, Vidhyut Bhavan Premises  
MSEDCL, Durga Chouk Akola  
Mo.7875768955**

**PRICE PER COPY- Rs.1180/- (Including 18% GST)**

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

Civil Constn. Cum Maint Division, Akola

**Tender No. : EEC/AKL/e-T-159/2023-24**

**Tender For the Work of : Metal spreading work in switch yard at 33/11 KV Sub-Station Chikhaldara Tal. Chikhaldara Dist. Amravati.**

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\* 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, B & C Department.



### ‘e-TENDER NOTICE’

Super scribed e-tenders are invited from established, reputed, experienced civil contractors and who are registered for e-tendering with MSEDCL.

The tenders with all details will be available on MSEDCL’s website [www.mahadiscom.in](http://www.mahadiscom.in) from **Date of sale opening: 23.02.2024 to 29.02.2024**

**Due dt : 01.03.2024 Upto 13.00 Hrs.**

Corrigendum if any will not be published in news papers, the bidders have to check it on website itself. Before uploading e-tenders, **please pay e-tender fee and submit EMD, in Online (upto 03.00pm in official working day) in favour of MSEDCL.**

The pre-qualification bid and price bid shall be uploaded separately. The price bid of contractors who fulfill the pre-qualification conditions shall only be opened.

Sr. No.	Tender No.	Item Details	Estimated cost In Lakh	Time limit	EMD(Rs.)	Tender Cost in Rs. (non-refundable)
1	EEC/AKL/e-T-159/2023-24	Metal spreading work in switch yard at 33/11 KV Sub-Station Chikhaldara Tal. Chikhaldara Dist. Amravati.	Rs 5.62 Lakh	02 Months	Rs. 5630/-	Rs. 1180/- (Including 18% GST)

**EXECUTIVE ENGINEER (C)  
CCCM DIVISION AKOLA**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD****CIVIL CONST. CUM MAINT. DIVISION, Akola****PRE-QUALIFYING DOCUMENTS****I] Pre Qualifying Compulsory Documents:****The technical bid shall contain the following documents.**

1. Valid registration certificate for **Civil work contractorship** from the concern organization. The tenderer shall be registered in Central /State Govt. Department such as PWD/MES /Railways /CPWD, etc.
2. Receipt of **EMD Paid**. (Upload receipt of EMD paid in online)
3. GST registration (If the agency has applied for GST registration, the acknowledgment receipt shall be uploaded)
4. Certificate of Registration under **Provident Fund Act, 1952**.
5. **PAN Card**.
6. **Preceding 03 years Income Tax Return filed**.
7. **Experience : (A)** Experience Certificate from the Officer in charge of the concerned central /State Govt. Department such as PWD/MES/Railways/CPWD etc. department not below the rank of Executive Engineer of having successfully completed similar works during **last 07 years** ending last day of month previous to the one in which applications are invited should be either of the following:-
  - a) Three similar completed works costing not less than the amount **equal to 40% of the** estimated cost.
  - OR**
  - b) Two similar completed works costing not less than the amount **equal to 50% of the** estimated cost. **OR**
  - c) One similar completed work costing not less than the amount **equal to 80% of the** estimated cost.

**(B) Defination of Similar works:** - "Similar work" in this tender may be defined as "The bidder should have experience of construction / maintenance works for building / Sub-station.
- 8) Preceding 03 years Positive **Net Worth certificate**.
- 9) **Partnership deed (in case of partnership firm)**.

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.

**II) Secondary Documents ( Required at the time /After Work Order)**

१) इमारत व बांधकाम कामगार नोंदणी (रोजगार नियम व सेवाशर्ती) अधिनियम-१९९६.

**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.**

**Executive Engineer (C)  
CCCM DIVISION AKOLA**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD**  
**CIVIL CONST. CUM MAINT. DIVISION, Akola**

**INSTRUCTIONS TO TENDERERS**

**1. GENERAL**

- 1) Percentage rate tenders in two bids system are invited from contractors registered under appropriate class with Govt./Semi-Govt. Deptt. and MSEDCL who have executed similar nature of work as per prequalifying conditions.
- 2) Tender is to be filled online in prescribed format obtained from website [www.works.mahadiscom.in/eTender/etender](http://www.works.mahadiscom.in/eTender/etender). Tenderer will have to pay tender cost and E.M.D. in the form of online in favour of Executive Engineer (Civil), MSEDCL, Akola & quote money receipt no. in the check list for online purchase of Tender.
- 3) Only tenders of really competent Contractors, who satisfy the pre-qualifying conditions as mentioned in check list cum technical bid and who are known to have adequate resources and specified experience in this field and scope of the work will be considered.
- 4) 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. 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.

**2. EARNEST MONEY DEPOSIT**

- 1) The prescribed Earnest money is to be submitted in the form of online of National bank only.
- 2) The demand draft shall have to be drawn in favour of the '**Executive Engineer (Civil), MSEDCL, Akola**' on any of the scheduled Bank/ Nationalized Bank and made payable at par. Money receipt issued against D.D. shall be preserved by the tenderer and shall have to be surrendered to the Company along with application for refund of earnest money when becoming due. Money receipt obtained against payment of tender cost & EMD are to be scanned & uploaded.
- 3) Tenders without Earnest money in any of the above forms will summarily be rejected.
- 4) The Earnest money deposit will be forfeited by the Company and 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. SCHEDULE OF PRICES**

- 1) Schedule of quantities with specific rates is included in the tender document. It shall be definitely understood that the quantities indicated are only tentative and are liable to alternations by omissions, deductions or additions at the discretion of the Executive Engineer(C), CCCM Division, Akola or his representative as put forth in the conditions of contract.
- 2) The rates referred for individual items of Schedule 'B' include cost of all materials, labour, plant, equipment, temporary works, tools, getting out, supervision transport, excise duties, royalties, Octroi 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, natural sand, 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 get scanned and submitted on-line.
- 5) The quoted percentages, rates shall remain valid even if the work under the scope of this tender is split into two or more part and awarded to two or more tenderers.
- 6) GST will be applicable as per prevailing rules of Government.

#### **4. TIME LIMIT**

- 1) The overall time allowed for completion of the work is **02 Months**. 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 program, 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 program.
- 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 program without any extra expenditure to the company.
- 3) In case, the contractor does not start the work within 7(Seven) days from the date of written order of S.D.O. to start the work, the said work shall be got executed through other agency at the risk and cost of the contractor without issuing any further notice,.

#### **5. SUBMISSION OF TENDER**

- 1) The tender is to be submitted in two separate bids, online.
  - i. Technical Bid with required prequalifying documents .
  - 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 him the site conditions regarding approaches, materials, water supply, labour 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 the period stipulated elsewhere in this 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), CCCM Division, Akola in writing where necessary, by the tenderers 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 contractor 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 a way that no interpretation 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.

## **6. SECURITY DEPOSIT**

- 1) Within 7 days from the date of issue of letter of intent, the successful tenderer shall pay in the Office of the Executive Engineer (C), CCCM Division Akola the prescribed Security Deposit amounting to **(10) Ten Percent of contract value (Contract value is calculated by adding Royalty and insurance charges in the amount comes after deduction/addition of rate quoted by agency on Estimated amount)** in the form of / F.D.R. /B.G. Failure to pay S.D shall lead to 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 Five percent of the contract value shall be paid in the form of B.G/ FDR drawn on any nationalized Bank in favour of the Executive Engineer (C), CCCM. Division, MSEDCL, Akola
  - ii. The balance amount of the Security Deposit shall be recovered by way of deductions from the **first** R.A. bill.
  - iii. When the Security Deposit is recovered in the form of cash exceeds Rs.50, 000/- the same may be released to the contractor on his submission of a Fixed Deposit Receipt for like amount on any of the Scheduled Banks and pledged and discharged in favour of the Company. Interest accrued, if any, on such FDR would however be passed on to the contractor on maturity of the FDR along with the refund of the Deposit.
- 3) No interest will be payable by the Company to the Contractor on the Security Deposit, whether held in cash or otherwise.
- 4) On satisfactorily completion of the said work , and preparation of the final bill under the contract , should the position of final bill be found positive on audit at divisional level and amount become payable to the contractor to extent of five (5) percent of the contract value , or more , security deposit to the extent of 50% shall be refunded to the contractor immediately by the Engineer-in-Charge . However refund of the part of the security deposit shall not relive the contractor in any manner from its obligations and liabilities to make good any defect in perfection , repairs , etc. during the maintenance period , specified under the contract . The balance security deposit shall be refunded after expiry of the maintenance period and settlement of the account of the final bill whichever is later .

**7. WRITTEN AGREEMENT**

Within **7 Days** from the date of receipt of LOI, the contractor shall have to enter into a written agreement with the Company for proper performance of the contract in the approved proforma. Until such an agreement is executed the Company will not be liable to pay nor shall the contractor be entitled to claim amounts due or payable if any, under the contract. The cost of necessary judicial stamp paper for the agreement shall be borne by the contractor.

**8. LAWS AND REGULATIONS**

- 1) The contract or any part thereof shall not be sublet without the written permission of the Chief Engineer. In respect of letting out of work in terms of labour / 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 Labour (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 labour Act. To the Engineer In Charge. When so called for.

**9. INCOME TAX AT SOURCE**

- 1) In accordance with the provisions of Section 194 (C)/194 (I) of the Finance Act, 1972, deductions of Income Tax at source as applicable of the gross amount payable shall be made from the contractor's bills. Unless he produces necessary exemption certification from the appropriate authorities i.e. the Income Tax department. Any other deductions if required under any other finance Act's shall also be made from the contractor's bills unless he produces necessary exemption certificate in time.

**10. GST(Goods & Service Tax)**

GST will be applicable as per prevailing rules of Government.

11. As per Govt. of Maharashtra resolution, contractors all risk (CAR) Insurance policy or transit cum erection (TCE) or erection all risk (EAR) Insurance is required to be obtained from the Director of Insurance, the Govt. of Maharashtra, under direct method.

The contractor shall obtain the Insurance policy as mentioned above from the Insurance company approved by the Director of Insurance, Govt. of Maharashtra.

It is to be noted that in case the directives are not followed by the contractors, the MSEDCL shall recover 1% amount of the contract value and deposit the same with Director of Insurance Govt. of Maharashtra.

**12. ADDITIONAL INFORMATION**

- 1) Tenders which do not fulfill any or all of above conditions if are found incomplete in any respect may be 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.

**13. The right to reject any or all tenders at any stage without assigning any reason whatsoever is reserved by the undersigned.**

**14. Additional Performance Security-**

If the tenderer has quoted the offer below the estimated cost put to tender, the tenderer shall have to submit Additional Performance Security as below);-

- A. In case lowest successful bidder's offer found more than 1.00% below the estimated cost put to tender, in that case, the tenderer shall have to pay Additional Performance Security Deposit drawn in favour of the concerned Executive Engineer (in form of FDR of Nationalized Bank Only) within 7 (Seven) days {in no case limit of 7 days will be increased} from the date of opening of Financial bid i.e. 2<sup>nd</sup> envelope as specified below:
- B. If Tenderer's offer is from 1 to 10% below the estimated cost put to tender, then the Additional Performance Security Deposit shall be 1% of the estimated cost put to tender.
- C. If Tenderer's offer is upto 15% below the estimated cost put to tender, Tenderer shall submit 1% plus the percentage by which tender offer is more than 10% below of amount put to tender.
- D. If Tenderer's offer is more than 15% below the estimated cost put to tender, Tenderer shall have to submit Additional Performance Security as specified below.

1.	For offer from 1 to 10% below the estimated cost put to tender	1%
2.	For offer upto 15% below the estimated cost put to tender (15% - 10% = 5%)	5%
3.	More than 15% below tenderer have to submit (e.g. if tenderer offered 19% below tenderer have to submit (19 - 15% = 4% x 2 = 8%))	8%
	<b>Total (1% + 5% + 8%)</b>	<b>14%</b>

- E. If the calculated amount of Additional Performance Security Deposit is less than Rs. 1000/- then the performance security deposit shall be Rs.1000/- minimum of the estimated cost put to tender.
- F. Amount of Additional Performance Security should be rounded upto two decimal only.
- G. All above Demand Draft shall be either of Government Bank or Scheduled Bank drawn in favour of concerned Executive Engineer only. In respect of Demand Draft it's duly mentioning the MICR and IFSC code of said bank shall be mentioned specially on the said

Demand Draft.

- H. Successful Tenderer's Additional Performance Security will be refunded immediately upon the Certificate of satisfactorily completion of works issued by Executive Engineer. In all other cases additional Performance Security shall be forfeited to MSEDCL.
- I. In case of lowest successful bidder whose offer found more than 1% below fails or neglects to deposit the Additional Performance Security with in 8 (eight) specified days, then his EMD shall be forfeited to MSEDCL and 2<sup>nd</sup> lowest tender will become lowest and will be negotiated for award of work.
- J. The said amount of Additional Performance Security shall not carry any interest whatsoever.
- K. Additional Performance Security shall be released after Satisfactory completion of work.
- L. Additional Performance Security Deposit is mandatory to submit without which work order will not be issued.

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

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**Executive Engineer (Civil)**  
**CCCM Division, Akola**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.  
CIVIL CONST. CUM MAINT. DIVISION, Akola**

**CONDITIONS OF TENDERING**

This bid is a two part bid. Part-I i.e. TECHNICAL BID shall be pre qualifying documents and Part-II i.e. COMMERCIAL 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:

1) **TECHNICAL BID**

PDF File of scanned papers as per “**Pre qualifying Documents**” shall be uploaded duly signed by the bidder only .

2) **COMMERCIAL BID**

PDF File of Commercial price bid in memorandum of tender should be filled up and duly signed by Contractor with seal.

3) **OPENING OF TECHNICAL BID & COMMERCIAL BID**

The **TECHNICAL BID** shall be first opened on the day of the opening ,if possible, in the office of Executive Engineer (Civil), MSEDCL, Civil Construction Cum Maintenance Division, Akola **in the presence of the authorized representatives of the tenderers who choose to remain present at the time of opening , if any** . The prequalification of the tenderers will be verified. The (price bid) **COMMERCIAL BID** of only those tenderers who qualify for competing the bid shall be opened thereafter on the same day or any subsequent day .

4) **EARNEST MONEY DEPOSITE (Bid Guarantee):**

The payment of earnest money shall be accepted in the form of Cash online only or Demand Draft payable in Favour of ‘**Executive Engineer (Civil) MSEDCL at Akola**’ 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 shall be initially valid for a period of four (04) 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 deposit is furnished by the successful bidder.

**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. 4 months after opening of price bid (**COMMERCIAL BID**)

**OR**

b) In the case of the successful bidder, if the bidder fails 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) The tender shall remain valid for **Four (4)** month from the date of opening of the **COMMERCIAL BID** (price bid). A bid valid for a shorter period may be rejected by the owner as non responsive.

8) 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.

9) All corrections in the documents should be signed by the tenderer before submission of the tender.

10) Each page of the tender documents must be signed by the tenderer. All rates and prices quoted shall be in ink only.

11) 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.

12) 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.

13) In the event of the tender being submitted by a partnership firm, it must be signed by an authorized partner or in the event of absence of any partner it must be signed by a person holding a power of attorney authorizing him to do so. Such power of attorney should be 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**.

14) Intending tenderer should note that he will have to work simultaneously with several other Contractors/Agencies already entrusted with other works or with contractors to be entrusted with other works in future on the same site. The contractor will have to work in close cooperation with all contractors engaged in this Project.

15) Tenders which do not fulfill any of the above conditions or are otherwise incomplete may be liable to rejection.

16) Acceptance of the tender will rest with Maharashtra State Electricity Distribution Co. Ltd. who do not bind themselves to accept the lowest tender and reserve themselves the authority to reject any or all the tenders received without assigning any reason whatsoever, without assigning any reason whatsoever.

- 17) 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.
- 18) The successful tenderer shall within fourteen days of 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 cash/D.D./FDR/Bank Guarantee on Company's approved proforma.

**Executive Engineer (Civil)  
CCCM Division, Akola**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.  
CIVIL CONST. CUM MAINT. DIVISION, Akola**

**SPECIAL CONDITIONS OF CONTRACT**

**1) GENERAL :**

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

**2) SCOPE:**

The Scope of work covered under the present tender & contract is **Metal spreading work in switch yard at 33/11 KV Sub-Station Chikhaldara Tal. Chikhaldara Dist. Amravati.**

**LOCATION OF WORK:**

The site of work is **at 33/11 KV Sub-Station Chikhaldara Tal. Chikhaldara Dist. Amravati.**

**4) DRAWING:**

- i. The drawings if furnished along with the tender are only for giving idea for tendering and shall not prevail over the construction, drawings furnished during the course of the contract or 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)**.
- 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)**.

The Drawings as per Annexure "D" include only some of the preliminary drawing. Those are for the tenderer's reference only. The drawings do not indicate all the details and are only generally indicative. The quoted rates should however be good for the final design and drawings to be issued later for construction. It shall be clearly understood that final drawings may 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 program 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) PERIOD OF COMPLETION OF WORK:**

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 labour demobilization and remobilization shall be given by Maharashtra State Electricity Dist. Co. Ltd.

### **4) DEPARTMENTAL SUPPLY OF MATERIALS:**

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 from 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.

### **7) REINFORCEMENT STEEL:**

The reinforcement bars for incorporation in R.C.C. work will not be supplied by the Employer and the contractor 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' wire mesh or fabric where specified will confirm to I. S. 1566 each lot of the reinforcement steel shall be tested by the contractor in a laboratory approved by the Engineer-In-Charge to confirm the specified quality. No steel shall be permitted to be used in works nor any advance would be

granted to the contractor by the 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.

#### **8) 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 arrange 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 the recovery 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 inconvenience 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.

#### **9) ELECTRICAL ENERGY:**

Electrical power will be made available to the contractor, if demanded for lightning etc. at any 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 under take 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 therein and as approved by the Engineer-In-Charge.

#### **10) 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 constructional tools, 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 earmarked 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 Executive 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 Executive Engineer.

#### **11) ROYALTIES, TAXES ETC. :**

All charges such as sales tax, royalties, octroi, excise and other duties for materials obtained for the works and on fabricated materials, if any, shall be borne by the contractor and also all taxes, local, state or central including the turnover tax, all taxes applicable to works contracts etc. Royalty, if any, for minerals etc. (Stone, Clay etc.) removed shall be payable by the contractor. All amounts due on this account (Royalties taxes etc.) shall be paid by the contractor directly to the authorities concern. However, if so required by the concerned authorities the Company may recovered the outstanding amount from the money due to the contractor or from his security deposit and the contractor will not be entitled to any refund from the Company on this account. If Royalties is paid and attached with bill, will be reimbursed accordingly with bill amount. (including GST)

#### **12) 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. No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land and in case of clearance works/ permission from local body etc for any delay in according sanctioned to the estimate or other administrative reasons of the MSEDCL Co. Ltd.

The contractor shall prepare schedule / Bar chart indicating the commencement and completion 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 15 days from

the date of receipt of the work order to Executive Engineer-In-Charge, for approval. This schedule / Bar chart shall be reviewed, every fortnight, to ensure that the completion dates, for each foundation / structure, will be met or to institute corrective 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.

**a) EXTENSION OF TIME LIMIT :**

If the Contractor shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in the contract or before expiration of 30 days from the date of which he was hindered as aforesaid or on which the cause, for asking for extension occurred, whichever is earlier, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension, permit the contractors to execute the work beyond the contractual time limit without prejudice to the right of the Company for recovery of penalty or liquidated damages and recommend such extension as he thinks necessary or proper. Retention of 10% of contract value shall be made on account of extension of time limit. The decision of the Executive Engineer or the Competent Authority in the Company for the purpose in this matter shall be final which could be subject to review only by the Head Office of the Company.

**13) LABOUR CAMPS, HOUSING, ACCOMODATION ETC.:**

The contractor will have to make his own arrangements for the housing of his staff and labour on a piece of land shown to him by the Engineer-In-Charge. Ground rent at the rate of Rs. 100/ (Rs. One hundred only) shall be levied for the entire contract period including all extensions.

The contractor will also have to provide for sufficient latrines for the use of his workers, male and female to keep the same clean and disinfected at all time during the period of work and to remove the same and disinfect the ground and make good all damages on completion of the work. In regard to huted accommodation for his workman, he should comply with the local regulations. The contractor shall after completion of work remove all the huts and handover the piece of land back to the Company duly cleaned of all the debris and disinfected.

**14) 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 operation/s. In such cases, he shall not be given any compensation of account of reduction or stoppages of work or idle labour force or dismantling / shifting of his construction plant and equipment etc. It shall, however, be seen by the Engineer-In-Charge that the contractor is not put to unnecessary inconvenience.

#### **15) WORKING HOURS:**

The hours of work for the labour employed by the contractor shall conform 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 addition to normal contractor's supervision.

#### **16) CONTRACTORS SUPERVISION:**

The contractor shall, during the entire period, the works are in progress, employ a qualified civil Engineer to be in charge of the works with adequate experience in handling of jobs of his nature and with the prior approval of the Executive Engineer-In-Charge. Such Engineer shall be constantly in attendance at the site during working hours, and also beyond working hours, 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 labour or purchase materials and proceed with the work as required for speedy execution.

None of the contractor's Engineers, Supervisors or labour shall be withdrawn from the work without due notice being given to the Engineer-In-Charge. Further no such withdrawals shall be made if in the opinion of the Engineer-In-Charge such withdrawals will jeopardize the required pace of progress or detrimental to successful completion of the work.

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 be at liberty to object to and require the contractor to remove any person employed by the contractor in or about

execution of works who in the opinion of Engineer-In-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.

**17) SECURITY REGULATION:**

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

**18) 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 or full of any setting out or any line or level by the Company's supervisory staff shall not in any way to relieve the contractor of his responsibility for the correctness thereof.

The contractor shall establish and maintain base lines and benchmarks adjacent to the various sections of work at his own cost. All such benchmarks and centerlines 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.

**19) SAFETY PRECAUTIONS:**

The contractor shall pay particular attention to ensure safety of his staff and workman and others in the vicinity and shall be responsible for any other causes whatsoever except natural causes. He shall provide all necessary fencing and lights required to prevent accidents and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay 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 deliver 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 caused 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, signs, temporary passages or other protection necessary for the purpose. All work shall be done at the contractor's risk and if any loss or 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.

## **20) ARBITRATION CLAUSE:**

The Matters to be determined by the Chief Engineer:-

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

### **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 withholding 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 also the amount of claim item wise. Only such dispute (s) or difference (s) in respect of which the demand has been made, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference. 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 defense statement and counter claim (s), if any, within a period of 60 days of receipt of copy of claims from the Tribunal thereafter unless otherwise extension has been granted by the Tribunal.

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.

## **21) OBLIGATION DURING PENEDECY 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 Company.

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, withdraws from his office as arbitrator or vacates his/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/s to act in his/their place in the same manner in which the earlier arbitrator (s) had been appointed. Such reconstituted Tribunal, may as its discretion proceed with the reference from the stage at which it was left by the previous arbitrators.

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 duties 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 to tribunal within 30 days of receipt of the award.

- iii. A party may apply to Tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings, but omitted from the arbitral award.
- 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 up to Rs. One Crore, shall not exceed Rs. 2000/- per sitting subject to a maximum of Rs. 25,000/- and the fees payable per arbitrator for claims over Rs. One Crore, shall not exceed Rs. 2000/- per sitting subject to a maximum of Rs. 50,000/-. Provided further that the arbitrators who are in service of Govt. / 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 finalised 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 thereof shall apply to the arbitration proceedings under 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.

## **22) PAYMENT OF BILLS:**

R.A.bills shall be submitted by the contractor monthly to the office on or before the date fixed by the Executive Engineer-in-charge for all the works executed in the previous month. Payment of the R.A. bill shall normally be released after receipt of funds from H.O. The tenderer shall clearly note that while every effort would be made by the Company to make the payment at the earliest, however no claim for payment of interest/damage etc. for any delay in the payment shall be considered or payable by the Company.

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

Every possible effort to finalize the final bill within 9 months from the date of completion of the work in all respects as certified by the Executive Engineer-in-charge shall be made. It is desirable for enabling early settlement of the final bill, that all materials accounting shall be submitted by the contractor, all dues settled at pre-final bill stage itself and the areas allotted for his office, stores, labour camps etc. are cleared and handed over to the Company.

However, the tenderer shall clearly note that while every effort shall be made by the Company to make the payment at the earliest, however 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 finalized within a period of nine months from the date of completion, payment of 100 % of the net as assessed from the data available at that shall be released to the contractor against submission of Bank Guarantee for an amount equivalent to 150% of such amount, by the contractor. The Bank Guarantee shall be in the Company's standard proforma, and shall be valid till the final bill is actually paid to the contractor.

### **23) VARIATION IN QUANTITIES OF WORK:**

The tendered rates for all sub-items / item under Schedule 'B' shall remain firm during the stipulated 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 grounds of loss or profit or increase overheads or whatsoever other ground shall be entertained by the Company.

### **24) APPROACH TO WORK SITE :**

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.

### **25) DEATH, BANKRUPTCY, BREACH OF CONTRACT ETC.:**

Should the contractor die or become insolvent or bankrupt or have a receiving order made against him or compound with or make any proposal for carrying on his business under inspection or for the benefit of his creditors or commits an act of insolvency or bankruptcy or being corporation pass a resolution or be ordered to wound up have a receiver or its business appointed or committed any breach of contract, the Company shall be entitled any forthwith 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.

### **26) 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 elsewhere 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 of all 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.**

- 27)** 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 advised to insure against all eventualities including third party property damage full cover.
- 28)** 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 below the rank of Chief Engineer.
- 29)** **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 thereof shall be submitted by the contractor to the Executive Engineer-In-Charge before the commencement of the work.**
- 30)** 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 thereafter till settlement, keeping the Executive 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.
- 31)** If the contractor fail to insure and keep in force the insurance referred to in para 26 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 premium 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 effected 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.
- 32)** All formalities towards insurance shall be completed by the contractor before commencement of the work. Copies of the insurance papers in duplicate along with the original set of papers shall be submitted by the contractor to the Executive Engineer-In-Charge for verification and record. The original paper may be 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 formalities in respect of Insurance are completed by him.
- 33) 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 contractor fails to do so within the time reasonably necessary for making it good. Failure to properly execution of 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 a seven days notice in writing and thereafter perform such work as the contractor may have neglected to do or 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 thereof and in that event the Company shall, without being responsible to the contractor for fair wear and tear of the same, have the free use of all the materials, tools, tackles or labour for the purpose of completing the work or any part thereof, which may be on the side, at any time in connection with the work to the exclusion of any right of the contractor over the same, and the Company shall be entitled to retain and apply any balance which may be otherwise due on the contractor by the Company to the contractor or such part thereof as may be necessary to the part of the cost of executing such work as aforesaid.

**34) 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 monitory claim due or becoming due 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.

**35) 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 t 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 with in such in time as may be reasonably necessary for making it good, proceed to alter, reconstruct such work or supply fresh material upto the standard or the specification. In case the contractor fails 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.

### **36) CERTIFICATE NOT TO AFFECT RIGHTS OF COMPANY OR CONTRACTORS'S**

#### **OBLIGATIONS:**

No certificate of the Engineer-In-Charge nor any sum paid on account by the Company not in any extension of time for the works granted shall be 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 sum against the payment of which he is bound to indemnify the Company nor shall any sum paid on account or otherwise affect or prejudice the obligation of the contractor to the Company.

### **37) NON-EXERCISE OF RIGHTS AND CONTRACTOR'S LIABILITY:**

In any case in which any of the powers and rights conferred upon the Company shall have become exercisable and the same shall not have been exercised then non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall, notwithstanding be exercisable in case of 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:**

**38.1)** R. A. Bills shall be submitted by the contractor monthly to the Sub-division office on or before the date fixed by the Executive Engineer-In-Charge for all the works executed in the previous month. Payment of the R. A. bill shall normally be released within reasonable time on availability of funds on receipt of such bill. 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.

**38.2)** Every possible effort to finalize the final bill within reasonable time period from the date of completion of the work in all respects as certified by the Executive Engineer-In-Charge shall be made. It is desirable for enabling early settlement of the final bill all material accounting royalty clearance certificate etc. shall be submitted by the contractor and all dues settle at pre final bill stage itself.

**38.3)** In case the final bill is not finalized within a period of 9 months from date of completion, at the request of the contractor but at the sole discretion of the Executive Engineer-In-Charge, payment of 100% of the net payable amount as assessed from the date available at that time (but only after Divisional Audit) may be released to the contractor against submission of Bank Guarantee for an amount equivalent to 150% of such net payable amount, by the contractor. The Bank Guarantee shall be in the Company standard proforma 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 the daily consumption of the 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) SUB-LETTING OF CONTRACT:**

The contract or any part there of shall not be assigned of sub-let without the written permission of the Executive Engineer-In-Charge. In case such permission is granted, the responsibility for executing in the work according to the specification & within the stipulated time limit and adherence to all regulation and laws in force shall entirely rest with the main contractor.

**41) 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.

**42) LAW AND REGULATIONS:**

**42.1** The Company, shall, throughout the continuance of the contract in respect of all matters, arising in the performance thereof, serve all notices and obtain consents, way leaves, approval and permission required in connection with the regulations and 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 enforceable under Enforcement of Contract Labour (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.

**43) 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 forthwith 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 contractor 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 be released 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 Executive Engineer shall be final and binding on the contractor as to whether the items are minor or important and if the Executive Engineer certifies that the items to be completed are important, notwithstanding anything contained in the contract, the taking over certificate shall not be issued.

#### **44) CONTRACTOR'S LIABILITY FOR LOSS, DAMAGE, ACCIDENTS ETC.:**

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 43 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 answerable and liable for all accidents or injuries thereto 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 aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer-In-Charge.

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.

Notwithstanding 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 43 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 as 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 damage sustained 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.

#### **45) A) COMPENSATION FOR DELAY:**

The time allowed for carrying out the works 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 the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete and abide by the programmed of detailed by the Executive Engineer. The normal anticipated financial progress being.

(a) 25% of the work (in cost) within 30% of the time limit.

(b) 50% of the work (in cost) within 60% of the time limit.

(c) 90% of the work (in cost) within 80% of the time limit.

With completion of 100% by the prescribed time limit.

In the event of the contractor falling to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount of the said estimated cost of the whole work for every day that the de quantity of work remains incomplete. Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10% (ten) percent of the estimated cost of the work as shown in the tender.

**B) ACTION UNDER CONTRACT AGAINST DELAY:-**

If the progress of any particular portion of the work is unsatisfactory, the agency has not commenced the work. The Executive Engineer whose decision shall be final shall not withstanding that the general progress of the work is satisfactory, be entitled to take action 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.DISTRIBUTION CO.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 Executive Engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the M.S.E.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 Executive 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 a new 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 Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

**46) FORCE MAJEURE CLAUSE :**

Below mentioned conditions shall only 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 Labour Commissioner.
- 5) Lock outs by contractor agreed to by Labour 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 there are 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).

#### **47) DAMAGE TO THE OTHER STRUCTURE AND PLANTS:**

The contractor shall be totally held responsible for any loss or damage, caused by any act of the Contractor's labour or his sub-contractor's labour including but not limited to covered/open blasting, to the existing structures and 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 of 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.

#### **48) 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 he proposes to use in the concrete in required quantities for ascertaining the appropriate design mix. Unless otherwise approved by the Executive 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 batching shall have to be 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 overheads. All wastage of cement of any nature and consumption of extra cement if any, for whatsoever reasons during actual concreting, shall have to be absorbed by the contractor, within his overall quoted rates, for the relevant items of contract.

**49) ASSIGNMENT:**

The whole of the works included in the contract shall be executed by the contractor and he shall not directly transfer or assign or sublet the contract or any part share or interest therein, nor shall he take a new partner without the written consent of the Executive 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 an 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 hereunder, but shall be liable hereunder for all acts and negligence of his sub-contractor, his or its officers, agents, employees and labourers, No sub contractor shall be made by the main contractor, without the approval of the Executive Engineer-In-Charge, of both the sub contract and the sub contractor, 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 Executive Engineer-In-Charge.

**50) 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 contract, 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.

#### **51) MAINTENANCE AND DEFECTS LIABILITY PERIOD :**

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 forthwith make good, without compensation, such damage or defects in a manner satisfactory to the engineer-In-Charge. In no case shall defective or imperfect work to be retained.

Six calendar months from the date of completion of contract unless otherwise agreed in writing by the Company will be deemed as the 'Maintenance and defects Liability Period'. 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, labour, equipment an 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 plus 15% towards Company overheads 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 therewith.

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.

#### **52) 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 the schedule of rates of Public Works Department of Government of Maharashtra applicable to the site of work during the period of construction, duly adjusted for lead, towards cost of Schedule 'A' materials issued etc. to the extent of approved rates (CSR rates).

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 Executive Engineer / Executive 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 Executive Engineer would be final and binding on the contractor.

**53) PRICE ESCALATION / VARIATION CLAUSE :**

This clause is not applicable to this tender work.

**54) 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.

**55) 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 proforma 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.

**56) Accident:-** In event of accident involving serious injury or death, the same will be reported within 24 hours to EE of the Commissioner of workmen's compensation.

**Executive Engineer (Civil),  
CCCM Division, Akola**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.  
CIVIL CONST. CUM MAINT. DIVISION, Akola.**

**DETAILED TECHNICAL SPECIFICATIONS**

The technical specifications are available in the office of CCCM division Akola which are related with the individual item of works of Schedule – ‘B’. These specifications are not intended to cover the minute 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 thereto. 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 whatsoever in any respect and the, decision of the Executive Engineer concerned of the Division as to the interpretation applicable therefore shall be final, binding and conclusive under the contract.

In the event of any controversy arising out of the interpretation of the several specifications on the same item the decision of the Executive 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 contractor for payment to his labour for the work.

The detailed technical specification and drawings will be made available to the agency for reference in the office Executive Engineer(C), C.C.C.M. Division, Akola in the working hours of office on all working days .

**Executive Engineer (Civil),  
CCCM Division, Akola**

**Tender No. EEC/AKL/e-T-159/2023-24**  
**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**  
**CIVIL CONSTRUCTION DIVISION, AKOLA.**

**MEMORANDUM OF WORKS**

**Name of the Work : Metal spreading work in switch yard at 33/11 KV  
 Sub-Station Chikhaldara Tal. Chikhaldara Dist. Amravati.**

**Estimated Cost: Rs. 5,62,638/- [Total Rupees (In Words) : Five Lakh Sixty Two Thousand Six Hundred Thirty Eight only.]**

**Notes:**

1. If the percentage variation of estimated rate is more than (+ or -) 5%, detailed rate analysis should be submitted if so desired by the accepting authority.
2. If there is any discrepancy in figures and in words, the rate quoted in words will be considered.

**Executive Engineer (C)**  
**Civil Division Akola**

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

I am ready to execute the above prescribed work with :

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

Dated:

Signature of Contractor

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

E.E (C) .....  
 Addl. E. E. (C) .....  
 Dy.E.E.(C)/A.E(C) .....  
 Dy. Man./A.A.....  
 Any Enclosure .....  
 Specific Conditions .....

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.					
CIVIL DIVISION, Akola					
Name of Work -					
Metal spreading work in switch yard at 33/11 KV Sub-Station Chikhaldara Tal. Chikhaldara					
Dist. Amravati.					
SCHEDULE 'B'					
Sr. No.	Item Description	Qty.	Unit	Rate	Amt
1	Removing old metal from live existing switch yard and stacking the same after screening, to remove dirt including all labour, tools and equipment etc complete as directed.	32.00	Cum	743.00	23776.00
2	Removing grass, gazer grass and disposing off out of building premises including making clean the ground by shovel and phavaras etc. complete.	1607.00	Sqm	7.00	11249.00
3	Excavation for roadway in earth, soil of all sorts, sand, gravel or soft murum including dressing section to the required grade, camber and side slopes and conveying the excavated materials with all lifts upto a lead of 50m. and spreading for embankment or stacking as directed.	165.00	Cum	131.00	21615.00
4	Providing , supplying and spreading Soft murum in sub station premises, including conveying and stacking complete as directed.	90.00	Cum	1261.00	113490.00
5	Providing , supplying and spreading stone dust in sub station premises, including conveying and stacking complete as directed.	85.00	Cum	1557.00	132345.00
6	Providing , supplying and spreading 40mm stone metal in sub station premises, including conveying and stacking complete as directed.	75.00	Cum	1793.00	134475.00
7	Providing , supplying and spreading 20mm stone metal in sub station premises, including conveying and stacking complete as directed.	60.00	Cum	1793.00	107580.00
8	Providing anf fixing Brick on Edge lining of approved quality bricks including excavation,all labour charges ,fixing in neat line and level as directed by Engr In Charge including two coats of white or colour washing to the bricks	120.00	Rmt	113.00	13560.00
9	Providing Unskilled labour for attending minor works , rectification with own tools and plants etc. complete	6.00	Day	758.00	4548.00
				<b>Total Rs.</b>	<b>562638.00</b>
8	Reimbursement of Insurance amount paid by the agency on production of original policy document.	1.00	Lump Sum	2813.19	2813.19
10	Royalty charges murum,etc. as per documentary evidence of royalty payment submitted by agency	90.00	Cum	216.18	19456.20
				<b>Grand Total</b>	<b>584907.39</b>
				<b>GST 18%</b>	<b>105283.33</b>
				<b>Total with GST &amp; Royalty</b>	<b>690190.72</b>
				<b>Say Rs.</b>	<b>690191.00</b>
Estimated Amount Rs. 5,62,638/- Excl Royalty, insurance & GST					
Estimated Amount Rs. 6,90,191/-Incl Royalty, insurance & GST					
Executive Engineer (C) Civil Division, Akola					

# LIST OF SERVICES

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

**Required Documents (To be uploaded online)**

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	--MEMORANDUM OF WORKS	Price Section	Civil Work General	--MEMORANDUM OF WORKS
2	Registration, EMD, PF, Experience, Partnership deed	Technical Section	Civil Work General	Registration, EMD, PF, Experience, Partnership deed
3	GST Registration, PAN Card, IT Return, Net Worth Certificate	Commercial Section		GST Registration, PAN Card, IT Return, Net Worth Certificate