

Tender Details		08-02-2024 04:46:02
Tender Code	EEC/KYN/ T-130/2023-24	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Construction of cement concrete road in the premises of 22 KV switching station, MIDC kharwai, Badlapur East Tal. Ambernath Dist.	
Estimated Cost (In Lakhs)	11.2	
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	EEC Kalyan Division , 8879629001 ,eeckalyan@ho.mahadiscom.in	
Pre-Qualifying Req	<p>i) Valid Registration in appropriate Class from P.W.D./CPWD/MES/ Railways or any other Govt. / Semi Govt. Depts</p> <p>ii) Experience of having successfully completed similar work i.e. construction of cement concrete road with Govt./Semi Govt./ Public sector during last 7 years ending last date of month previous to the month in which tenders are invited should be either of the following:</p> <p>a) Three similar completed works each costing not less than 40% of the estimated cost.</p> <p>b) Two similar completed works each costing not less than 50 % of the estimated cost</p> <p>c) One similar completed work costing not less than 80% of the estimated cost.</p> <p>Work completion certificate should have been issued by an officer not below the rank of Executive Engineer.</p> <p>iii) Copy of PAN card issued by Commissioner of Income Tax and filed Income Tax return of the previous financial year. Previous year will be interpreted as per I.T. Act.</p> <p>iv) A valid Solvency certificate from Nationalized/ Scheduled at 20% of the tender cost i.e. issued not earlier than 12 months on date of opening of tender.</p> <p>v) Copy of Money Receipt of payment of EMD in case of cash or DD; and 'Transaction Receipt' in case of on-line payment.</p> <p>vi) Partnership Deed if firm is registered under Limited liability partnership (L.L.P.) if registered under Pvt. Ltd. or Limited company authorized documents of Director of Company</p> <p>vii) Average annual financial turnover from</p>	

	<p>registered Chartered Accountant for last Three financial years, ending 31st March of previous financial year should be at least 30 % of the estimated cost.</p> <p>viii) Copy GST Number Certificate / application etc as per the rules of GST</p> <p>ix) Duly filled declaration on Rs. 500/- Stamp Paper</p> <p>Note:- 1) Joint Venture is not allowed for this tender.</p> <p>2) EMD exemption will not be permitted under MSME Policy and also not permitted to unemployed engineers.</p>
Budget Type	Capex
Scheme Code	0063
Scheme Name	Scheme not applicable
Department	Civil Department
Office Type	DIVISION
Location Type	Kalyan Civil Const cum Mainten Division
Designation	Executive Engineer(Civil)
Pre-Bid Meeting Address	Office of the Executive Engineer, Civil Construction Cum Maint. Division, MSEDCL, “Tejashree”, ‘A’ wing, 3rd Floor, Karnik Road, Kalyan (West) – 421 301 Mob No. 8879629001
Bid Opening Address	Office of the Executive Engineer, Civil Construction Cum Maint. Division, MSEDCL, “Tejashree”, ‘A’ wing, 3rd Floor, Karnik Road, Kalyan (West) – 421 301 Mob No. 8879629001
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	09-02-2024 12:00
Tender Sale End Date	15-02-2024 23:55
Bid Start Date	09-02-2024 12:10
Bid End Date	16-02-2024 12:00
Pre-Bid Meeting Date	13-02-2024 12:00
Techno-Commercial Bid opening on	16-02-2024 12:30
Price Bid opening on	16-02-2024 13:00

Annexure C1 Opening Date	NA
Winner Selection Date	16-02-2024 13:30
Can Bidder Opt EMD Exemption	N



**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**  
**CIVIL DIVISION, KALYAN**

**Tender Specification No. Tender No. EEC/KYN/ T- 130/2023-24**

**Estimate Cost Rs. 11,19,445 /- (Including GST)**

TENDER FOR

**Construction of cement concrete road in the premises of 22 KV switching station, MIDC kharwai, Badlapur East Tal. Ambernath Dist. Thane.**

**Earnest Money Deposit Rs. 11200=00 paid vide M.R. No.: \_\_\_\_\_**

**Tenders Sale & Submission period on website: From 09.02.2024 to 15.02.2024**

**Date of Submission on or Before: - 16.02.2024 at 12.00 Hrs.**

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

**Executive Engineer (C)  
 Civil Division  
 MSEDCL, Kalyan**

**TELEPHONE: 2328283, 2328026,  
 2329494, 2327443  
 2327856  
 EXTN : 309,311  
 FAX : 2327856**

**Price per copy - Rs. 1180.00  
 (Tender fee-1000 + {GST@18%= 180} =1180)**

**(Non-Refundable)**



**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**  
**CIVIL DIVISION, KALYAN**

**Tender No. :- Tender No. EEC/KYN/ T- 130/2023-24**

**Tender For the Work of: -**

**Construction of cement concrete road in the premises of 22 KV switching station, MIDC kharwai, Badlapur East Tal. Ambernath Dist. Thane.**

**INDEX FOR TENDER DOCUMENTS**

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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**

e-Tenders are invited from registered and experienced civil contractors registered with Government / Semi Government Organizations under appropriate class, & with MSEDCL for the civil works as listed below. The details of e-Tender are available at our web site **www.mahadiscom.in** Sale of tender document is from **9.02.2024 to 15.02.2024** and the due date of submission/ uploading of tender documents is up to 12.00 Hrs. on **16.02.2024**. The technical bid shall be opened, if possible, on same day after 12.00 Hrs.

**Contact:** Office of the Executive Engineer, Civil Construction Cum Maint. Division, MSEDCL, "Tejashree", 'A' wing, 3<sup>rd</sup> Floor, Karnik Road, Kalyan (West) – 421 301  
Mob No. 8879629001

Tender No.	Name of Work	Est. cost Approx. (Rs. in Lakhs)	EMD (Rs)	Time limit (months)	Tender cost
EEC/KYN/T-130/2023-24	Construction of cement concrete road in the premises of 22 KV switching station, MIDC kharwai, Badlapur East Tal. Ambernath Dist. Thane.	11.20	11200	3 months	1000 +18 % GST (Rs.1180 )

Sd/-  
**Executive Engineer (Civil),  
CCCM Division, Kalyan  
MSEDCL**

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**Executive Engineer (Civil),  
CCCM Division, Kalyan  
MSEDCL**



**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.**  
CIVIL DIVISION, KALYAN

**Pre qualifying Documents: -**

- i) Valid Registration in appropriate Class from P.W.D./CPWD/MES/ Railways or any other Govt. / Semi Govt. Depts
- ii) Experience of having successfully completed similar work **i.e. construction of cement concrete road** with Govt./Semi Govt./ Public sector during last 7 years ending last date of month previous to the month in which tenders are invited should be either of the following:
  - a) Three similar completed works each costing not less than 40% of the estimated cost.
  - b) Two similar completed works each costing not less than 50 % of the estimated cost
  - c) One similar completed work costing not less than 80% of the estimated cost.
 Work completion certificate should have been issued by an officer not below the rank of Executive Engineer.
- iii) Copy of PAN card issued by Commissioner of Income Tax and filed Income Tax return of the previous financial year. Previous year will be interpreted as per I.T. Act.
- iv) A valid Solvency certificate from Nationalized/ Scheduled at 20% of the tender cost i.e. issued not earlier than 12 months on date of opening of tender.
- v) Copy of Money Receipt of payment of EMD in case of cash or DD; and 'Transaction Receipt' in case of on-line payment.
- vi) Partnership Deed if firm is registered under Limited liability partnership (L.L.P.) if registered under Pvt. Ltd. or Limited company authorized documents of Director of Company
- vii) Average annual financial turnover from registered Chartered Accountant for last Three financial years, ending 31st March of previous financial year should be at least 30 % of the estimated cost.
- viii) Copy GST Number Certificate / application etc as per the rules of GST
- ix) Duly filled declaration on Rs. 500/- Stamp Paper

**Note:- 1) Joint Venture is not allowed for this tender.**

**2) EMD exemption will not be permitted under MSME Policy and also not permitted to unemployed engineers.**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.****CIVIL DIVISION, KALYAN****CONDITIONS OF TENDERING**

1. This bid is a two-part bid. Bid 1 i.e., Prequalifying bid - shall be prequalifying documents a Part-II Bid 2 i.e., shall be price bid. The bidder shall submit his bid online only simultaneously on due Date as specified in the tender notice as under:

**A) Bid 1 Prequalifying bid**

PDF File of following scanned papers shall be attached by the bidder.

**Essential Document**

- i) Valid Registration in appropriate Class from P.W.D./CPWD/MES/ Railways or any other Govt. / Semi Govt. Depts
- ii) Experience of having successfully completed similar work **i.e. construction of cement concrete road** with Govt./Semi Govt./ Public sector during last 7 years ending last date of month previous to the month in which tenders are invited should be either of the following:
  - d) Three similar completed works each costing not less than 40% of the estimated cost.
  - e) Two similar completed works each costing not less than 50 % of the estimated cost
  - f) One similar completed work costing not less than 80% of the estimated cost.

Work completion certificate should have been issued by an officer not below the rank of Executive Engineer.
- iii) Copy of PAN card issued by Commissioner of Income Tax and filed Income Tax return of the previous financial year. Previous year will be interpreted as per I.T. Act.
- iv) A valid Solvency certificate from Nationalized/ Scheduled at 20% of the tender cost i.e., issued not earlier than 12 months on date of opening of tender.
- v) Copy of Money Receipt of payment of EMD in case of cash or DD; and 'Transaction Receipt' in case of on-line payment.
- vi) Partnership Deed if firm is registered under Limited liability partnership (L.L.P.) if registered under Pvt. Ltd. or Limited company authorized documents of Director of Company
- vii) Average annual financial turnover from registered Chartered Accountant for last Three financial years, ending 31st March of previous financial year should be at least 30 % of the estimated cost.
- viii) Copy GST Number Certificate / application etc as per the rules of GST
- ix) Duly filled declaration on Rs. 500/- Stamp Paper

**NOTE:-** i) Agency will be held responsible for any untoward incident if happened during their work/ construction / activity period during entire contract & guarantee period for the want of PF & ESIC registration.



- ii) If required for verification of document, this office may ask to produce the original copies of all required documents for verification.
- iii) Joint Venture is not allowed for this tender.
- iv) EMD exemption will be permitted only to those who have submitted the valid G.R. and various certificate / documents as per G.R. Further exemption will not be permitted to contractor who have simply applied under MSME policy vide Gazette notification of 26/03/2012 and 09/11/2018.

**When the work is awarded and the Letter of Intent/W.O. issued, these documents shall become an integral part of the Contract Agreement.**

**B) Bid 2-Price bid :** PDF File of scanned form of Memorandum of Works duly physically signed by Contractor shall be submitted.

**C) Opening Of Prequalifying Bid and Price Bid**

Prequalifying bid shall be first opened on the day of the opening, if possible, in the office of Executive Engineer (Civil) MSEDCL, Civil Division, Kalyan in the presence of the authorized representatives of the tenderers who choose to remain present at the time of opening. But presence of contractor is optional on contractor's side as they may directly view the opening results by logging on web site by using their password (keyword) from any other place but only after tender committee opens the e-tenders.

The prequalification of the tenderers will be verified. The price (bid) of only those tenderers who qualify for completing the bid shall be opened thereafter on the same day or any subsequent days which may be intimated to the tenderers in advance. Since tender submission process is through e-submission only, no tender box will be kept in office for manual submission as per earlier process, same may please be noted. Objections if any from the agencies who have submitted their offers, after opening must be submitted in writing only on the day of actual opening of tender through e-process. No complaints/ objections in any form afterwards will be entertained.

**1) Earnest Money Deposit (Bid Guarantee):**

The payment of earnest money shall be accepted by Cash / E-payment directly to MAHADISCOM's A/c. Net Banking. MSEDCL have integrated the net banking facility with our website for the purpose of E-payment. EMD Amount is to be paid by Cash/ Money Receipt of Demand Draft deposited with the office. / Online as stated in Instructions to Tendered Clause no.2

- i. Validity of E.M.D. - EMD shall be initially valid for a period of six (6) months from the date of opening of cover no. I.
- ii. 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.
- iii. 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. 120 days after opening of price bid

OR

- b) 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.
- iv. No interest shall be payable by the Owner on the E.M.D./Security Deposit furnished by the bidder.
- 2) Copies of Pan card, GST Registration Certificates will also have to be submitted along with the tender, without which the tender will be considered as incomplete and liable to rejection.
  - 3) The tender shall remain valid for 120 days from the date of opening of the (price bid). Bid valid for a shorter period may be rejected by the owner as non-Responsive.
  - 4) 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.
  - 5) All corrections in the documents should be signed by the tenderer before submission of the tender.
  - 6) 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.
  - 7) 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.
  - 8) 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 of Bid I/ Bid. II.
  - 9) 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.
  - 10) Tenders who do not fulfill any of the above conditions or are otherwise incomplete are liable to rejection.
  - 11) 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.
  - 12) 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.
  - 13) The successful tenderer shall within Seven 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 FDR in the name of Ex. Engineer (C) Kalyan Civil Dn, MSSEDCL.
  - 14) All types of taxes i.e. Octroi, VAT, GST etc. & any other taxes due to the Govt. as per prevailing rates is to be borne by the Contractor.
  - 15) Price variation / escalation is not applicable.

- 16) 1% percent cess on labour welfare is considered while framing estimate, hence 1% cess for labour welfare will be deducted from bill.
- 17) As per Govt. Resolution and circular no. 1R/Insurance/9623 dt.13.04.2012. The contractor shall obtain Insurance policy in respect of workmen deployed to complete the contract work for contractors all risk (CAR) insurance policy or Transit cum erection (TCE) or Erection all risk (EAR) insurance in respect of contract works awarded by MSEDCL on issue of letter of intent / work order, from National Insurance Co. Ltd., 2<sup>nd</sup> floor, Jasraj Commercial Complex, Valipeer Station road, Kalyan (W), E-mail [ranvir@nic.co.in](mailto:ranvir@nic.co.in) and submit premium paid receipt to dept. for every work order before preparation of bill or other wise 1% of the work order amount will be deducted from the bills payable to you at the time of making payment. Due care to taken by contractor to see that period of work is in the insurance limit otherwise the insurance policy is to be treated lapsed and 1% of the work order amount will be deducted from the bills payable to you.
- 18) The work order value as stated in Schedule-B includes all taxes & 1%, labour welfare, 1% labour cess & 0.5% insurance payable by you.
- 19) Workman compensation Act shall be applicable & binding on Tenderer / Agency in this case / work also.
- 20) All other condition as laid down in MSEDCL booklet / PWD Redbook shall be applicable & binding on tenderer / Agency
- 21) After completion of work satisfactorily the said work shall be maintained for further 6 (Six) months from date of completion of work by Tenderer / contractor at his risk and cost as & when asked by Engineer-in-charge.
- 22) The bidder is requested to submit the information of bank details as per RTGS format given on Page no. 55.

**SIGNATURE AND FULL ADDRESS  
OF THE TENDERER.**

**EXECUTIVE ENGINEER (CIVIL)  
MSEDCL, KALYAN.**



## MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD. INSTRUCTION TO TENDERERS

Percentage item rate e-tenders are invited from reputed licensed Contractor duly registered in the State Govt. Department in appropriate class & those who have separately registered after 01.10.09 with MSEDCL on MSEDCL website [www.mahadiscom.in](http://www.mahadiscom.in) for carrying out the work as per tender notice .

- 1) The e-Tender must be filled in the prescribed forms which can be obtained by downloading from web site [www.mahadiscom.in](http://www.mahadiscom.in) after logging on web side and using your password (keyword) .The e-Tender forms will be available by downloading an above web site on a non-refundable payment by cash / online mode for amount upto **Rs 1000/- +180/-(18% GST)=1180** as indicated above its no. & date is mentioning in bid No. 1 which shall be accompanied by true copies of registration certificate experience certificates and latest income tax clearance certificate, & other such certificate. Tender fee will not be refund. The e-Tenders will be available on above web site on date from **9.02.2024 to 15.02.2024 till midnight.**
- 2) The prescribed Earnest money shall be submitted and by Cash/ Demand Draft. / Online. On in bid No. 1. DD to be drawn on the nationalized / schedule bank and payable at the KALYAN in favor of MAHARASHTRA STATE ELECTRICITY DIST. CO. LTD. & mentioning its no. & date under bid (1). The DD to be submitted to this office and only Money receipt should be scanned and uploaded before due date of uploading the tender. The EMD of unsuccessful tenderers will be returned in due course on receipt of application, e-Tenders without the requisite earnest money & Tender fee online are liable to reject. Earnest money & Tender fee in the forms other than stipulated above shall not be accepted. **The Tenderers failing to reclaim their EMD within 3years from the opening of Tender commercial/ price bid shall deemed to be lapsed. No complaint in this regard shall be entertained.**
- 3) A schedule of quantities is included in the Tender document. It shall be definitely understood that the quantities indicated under schedule “B” are only tentative and this schedule is liable to alteration by omission, deduction or addition at the discretion of the Executive Engineer or this representative as put forth in condition of the contract.
- 4) The uniform percentage above / below / at par quoted shall be inclusive of all cost towards patent rights material, labour, plant, equipment, temporary works, tools setting out supervision, transport, taxes, excise duty, royalties, octroi and any local, state or central taxes or levies payable on all transport insurance and everything necessary for due completion and proper performance of all works under the contracts.
- 5) The Sales Tax and Excise Duty, GST on material or furnished and fabricated material and on completed works shall not be paid separately by Company. The rates quoted by the tenderers for the various items are deemed to provide for and include all taxes applicable including the turnover tax and Maharashtra Sales Tax on transfer of the property as involved in the works contract etc. paid / or to be paid to the relevant Authority.
- 6) The Royalties for Rubble, Murum, Soil, 60mm./40mm. metal (Hand broken) payable the agency to the Govt. of Maharashtra Revenue & Forest Department & same will not be reimbursed to the agency.
- 7) The quoted prices shall be valid even if the work under the scope for this tender is split into two or more parts and awarded to two more tenderers.
- 8) Overall time allowed for completion of the work is **as per Tender Notice for respective tender.** Time limit shall be counted from the date of handing over of site initially, 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 work to the contractor initially itself and various parts of site may be handled over only in stages, to suit company's requirements and convenience and the contractor shall be expected to adjust and plan his construction activities accordingly.

- 9) It shall also be explicitly understood that the contractor shall have to execute and complete the work under this contract in stages in accordance with completion programme as approved and intimated to him by the Engineer-In-Charge during the course of contract and handover to the company the completed work in accordance with such programme.
- 10) It may be clearly understood by the tenderer that the contractor shall be bound to complete and handover to the Company any works and period/s indicated in the programme without any extra expenditure to the Company.
- 11) The tender document should be uploaded on MSEDCL website under Clause 23 below, shall be received upto 12.00 hrs. on **16.02.2024**.
- 12) The earnest money will be forfeited by the Company in case the successful tenderer/s 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 thereafter.
- 13) Provision for effecting payment Royalty charges for sand. Agency will be paid Royalty charges after submission of valid documents from Revenue Authority preferably in original. If there is variation in Royalty charges the difference shall be paid extra over the items to the contractor and shall be recovered if the Royalty rates are reduced by Govt. i.e Revenue department.

#### **14) PAYMENTS**

A bill shall be submitted by the contractor each month bearing TIN , PAN , GST etc details on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-charge shall take or As the case may be or cause to be taken the requisite measurements for the purpose of having the same verified and the claim so far as it is admissible, shall be adjusted, if possible within ten days from the presentation of the bill, if the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose countersignature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor.

Contractors in all respects shall abide to Govt./MSEDCL Circulars under "Minimum wages Act." The minimum wages and all corresponding establishment overheads legal and welfare compliances etc for remuneration to the workers, staff etc. wherever and whatsoever applicable.

#### **15) SECURITY DEPOSIT: -**

Within 07 days from the date of issue of letter of intent / work order the successful tenderer shall pay in the office of the Executive Engineer, Civil Division, M. S. E. D. C. L. "Tejashree" 3<sup>rd</sup> Floor, 'A' wing, Jahangir Maindan, Karnik Road, Off Murbad Road, Kalyan (West) – 421 301. The Security Deposit amounting to Five percent of contract value in Cash or Demand Draft, Fixed Deposit Receipts, if the contractor is so permitted, the security deposit can be paid in the following manner.

- a) Initial Deposit equivalent to two- and one-half percent of the contract value shall be paid in the form of Bank Guarantee in Co.'s standard proforma or in F.D.R. of any Schedule Bank.
- b) The balance amount of the Security Deposit shall be recovered by way of deductions from first & second R. A. Bills at the rate of 50% of balance Security Deposit.
- c) No interest will be payable by the Co. to the Contractor on the Security Deposit, in whatever form it is held by the Company

#### **16) REFUND OF SECURITY DEPOSIT:**

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

#### **17) COMPENSATION FOR THE DELAY**

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

#### **18) ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED**

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

- a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Company.
- b) To carry out the work or any part to the work departmental debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work completed and crediting him with the value of work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.
- c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case the expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work-charged establishment and cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in

getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded and under clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clauses (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors, the amount of excess shall be deducted from any money due to the contractor by Company under the contract or otherwise howsoever from his security deposit or the sale proceeds thereof provided, however, that the contractor shall have no claim against Company even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses provided always that whichever of the three courses mentioned in clause (a), (b) or (c) is adopted by the Executive Engineer, the contractor, shall have no claim to compensation for any loss by him by reason of his having purchased, or procured materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.

- 19) Within one month from the date of receipt of the work order, the contractor shall have to enter into an agreement with the Co. for the satisfactory completion of the contract in the approved proforma of agreement of the Co. Until such agreement is executed, the Co. 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 stamp paper for the agreement shall be borne by the contractor.
- 20) Tenderers shall upload the tender with the specifications, drawings (as needed) and the schedule of quantities and rates and other schedules duly digitally signed. Any tender not bearing digitally signature of the tenderer on all the documents accompanying the tender is liable to be rejected.
- 21) The tenderer shall visit the site of work and see and satisfy himself the site conditions regarding approaches, materials, water supply, labour etc. and all other matters affecting the work, before filling in percentage rates. The tenderer is further requested to study the specifications; drawings and all other documents attached to the tender papers then fill in the percentage rates.
- 22) The rates quoted shall be for finished work, complete in every respect and shall include charges involved in maintenance for the period-stipulated elsewhere in these tender specifications.
- 23) Doubts regarding interpretation of any of the Clauses or Specifications shall be got clarified from the Executive Engineer, Civil Division, MSEDCL, "Tejashree", 3<sup>rd</sup> Floor, 'A' wing, Jahangir Maidan, Karnik Road, off Murbad Road, Kalyan (West) – 421 301, in writing wherever 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 of work, the specifications, the conditions of contract 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 or specifications.
- 24) The tenderer shall quote in English or Marathi both in figures as well as in words the percentage above or below the estimate rates put to tender, and amount in the price

schedule of items of work forming part of the tender in such a way that any interpretation is not possible.

The tendered amount for the work shall also be entered in the tender and duly signed by the Tenderer.

- 1) When there is a difference between the percentage in figure and words, the rates which correspond to the amount worked out by the Tenderer shall be taken as correct, if it is item rate tender.
- 2) When the percentage quoted by the tenderer in figures and words tallies but the amount is incorrect, the percentage quoted by the tenderer shall be taken as correct.
- 3) In case in the 'ABOVE / BELOW' column neither of the words 'ABOVE' or 'BELOW' is struck off OR both are struck off after filling in the percentage will be considered as 'ABOVE' estimate.

- 25) All corrections and alterations in the entries of uploaded tender papers shall be digital signed in full by the Tenderer with date.

All signatures in the tender document shall be dated as well as all pages & all parts and sections of uploading tender documents shall be initiated at the lower right-hand corner or signed wherever required the document by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the Tenderer before submission of tender.

- 26) Agenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications in the design of Contract Terms. All such agenda issued shall form part of tender documents.

- 27) The contract or any thereof shall not be sublet without the written permission of the Executive Engineer-In-Charge. In respect of subletting of work in terms of labour contract, if any, it shall be the sole responsibility of the main contractor to guard that none of the requirements of The Maharashtra Contract Labour (Regulation and Abolition) Act & Rules (191) get infringed. The contractor shall save the Company harmless in respect of any actions brought by Government against the Company in this respect.

- 28) Contractor shall upload the certificate regarding registration under **Labour Contract Act** to the Engineer-in-charges, when so called for, if applicable

- 29) The Contractor shall upload a valid certificate of Registration as required under the Maharashtra Sales Tax on the transfer of property in goods involved in the execution of works contract (Re-enacted) Act, 1989, as updated. The certificate shall be produced by the contractor to the Engineer-in-charge whenever called for.

- 30) Tenders (price bids) shall remain open for acceptance of 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 forfeiture of the earnest money deposited by the Tenderer.

- 31) **Recovery Of Income Tax at Source: -**

In accordance with provisions of Section 194 (C) of the Finance Act. 1972, deduction of Income Tax at source at the rate as per prevailing rate of the gross amount payable, shall be made from the Contractor's bill, unless he produces necessary exemption certificate from the appropriate authorities of the income tax department. Any other deduction if required under any other Finance Act/s shall also be made from the contractor's bills, unless he produces necessary exemption certificate.



**32) Prevalence Of Various Stipulations: -**

The work shall be carried out by contractor in accordance with the stipulations under 'INSTRUCTION TO TENDERERS', General Conditions of contract, 'Special Conditions of Contract', Technical Specification', 'Schedule 'A' & 'B' and the work order. Where there is a contradiction between the stipulations under the 'work order' and the stipulations under 'INSTRUCTION TO TENDERER'S, general Conditions of Contract, Special Conditions of Contract, Technical Specifications, Schedules 'A' & 'B' and the contents of tender's letters, the stipulations under the work order shall prevail. Where there is a contradiction between the stipulation under the Schedules 'A' & 'B' and the stipulations under INSTRUCTION TO TENDERER'S, general Conditions of contract, 'Special Conditions of Contract' and the 'Technical Specifications', the Stipulations under Schedules 'A' & 'B' shall prevail, Where there is a contradiction between the stipulation under, ' General Conditions of Contract', 'Special Conditions of Contract', and the 'INSTRUCTION TO TENDERERS', the stipulations under 'INSTRUCTION TO TENDERERS' shall prevail. Where there is a contradiction between the stipulations under 'General Conditions of Contract' & the stipulations under 'Special Conditions of Contract' the stipulations under 'Special Conditions of Contract' shall prevail.

**33) PROCEDURE FOR SUBMISSION OF TENDER: -**

The tender should be submitted through e-process only in two separate bids. The first bid of prequalifying bid attached with clear scan copies of following documents mentioned digitally secured.

- i) Valid Registration in appropriate Class from P.W.D./CPWD/MES/ Railways or any other Govt. / Semi Govt. Depts or Mumbai Shop & Establishment Act 1948 certificate.
- ii) Electrical work License from Govt Dept is mandatory for this work.
- iii) Copy of PAN card issued by Commissioner of Income Tax and filed Income Tax return of the previous financial year as per I.T. Act.
- iv) A valid Solvency certificate from Nationalized/ Scheduled Bank at 20% of the tender cost i.e., issued not earlier than 12 months on date of opening
- v) Copy of Money Receipt of payment of EMD in case of cash or DD; and 'Transaction Receipt' in case of on-line payment
- vi) Partnership Deed if firm is registered under Limited liability partnership (L.L.P.) if registered under Pvt. Ltd. or Limited company authorized documents of Director of Company
- vii) Average annual financial turnover from registered Chartered Accountant for last Three financial years, ending 31st March of previous financial year should be at least 30 % of the estimated cost.
- viii) Certificate of Registration under Provident Fund Act 1952.
- ix) Certificate of Registration under ESIC.
- x) Copy GST Number Certificate / application etc as per the rules of GST
- xi) The other bid i.e., price bid should contain mainly the tender schedule B complete and digitally secured by the contractor.
- xii) These two bids should be separately uploaded under two separate PDF file and submitted along with EMD & Tender fee receipt no. & date to the Ex. Engineer (C), MSEDCL, Kalyan.
- xiii) The EMD should be paid either by online or by cash or crossed A/c payee D. D. drawn on any Scheduled/Nationalized Bank payable at Kalyan hand receipt to be obtained from this office prior to closing of due date.

- xiv) The second bid containing only the tender document will not be considered if the documents in the first bid are incomplete or not qualifying for the consideration.
- 34) Tenders, which do not fulfill any or all of above conditions or incomplete in any respect are liable to summary rejection. Apart from above document compulsorily called in Clause No. 23, Sr. No. 1 to 4 of this Clause the contractor has to submit along with the tender or later on the following documents as per demand by undersigned.
- i) The Partnership Deed (For Partnership Firm)
  - ii) List of T & P owned by the contractor
  - iii) Registration under Labour Act if applicable.
  - iv) List of works in hand with its cost and latest status of completion
- 35) The tenderers shall also be uploaded on web site the percentage Schedule all duly filled in Company's tender forms for the purpose, along with all tender drawings, all documents duly signed.
- 36) The tender shall not put forth any terms or conditions either commercial or technical at variance with those stipulated in Company's tender specification. Conditional tenders are liable to be rejected.
- 37) The Company reserves the right to relax any of the above conditions without assigning any reason thereto.
- 38) The right to reject / accept any or all tenders, in part or whole without assigning any reason whatsoever is reserved with the undersigned.
- 39) The Company does not bind itself to accept the lowest bid. The Company reserve the right to reject any bid or portion thereof without assigning any reason thereof or to split the contract either at the initial contract award stage or during the progress of work due to unsatisfactory work or progress of the contractor. The Company will not entertain any claim from the contractor as a result of such action on part of the Company.
- 40) Further information required, if any, can be obtained from the office of the Executive Engineer, Civil Construction Cum Maint. Division, MSEDCL, "Tejashree", 'A' wing, 3<sup>rd</sup> Floor, Administrative Building, Jahangir Maidan, Karnik Road, Off Murbad Road, Kalyan (West) – 421 301. It must be clearly understood that the tender must be received complete in every respect by the due date and time.

Dated: -

Signature & Full

Address of the E-Tenderer

& his office Seal or Stamp.

**EXECUTIVE ENGINEER (Civil),**

**Civil Division, Kalyan**

**M. S. E. D. Co. Ltd., KALYAN**

## **GENERAL SPECIFICATION.**

**1.1** The contract documents consist of the Agreement, the General Conditions of the Contract, specifications and bills of quantities including all modifications thereof incorporated in the document before the execution and the Contract Drawings prepared by the Architect from time to time. These form the contract.

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

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

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

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

1. **Works imputing** persons include firms and corporations, words imputing the singular only include the plural and vice versa, where the context so requires.

2. **`Company`** or **`Board`** or **`owner`** means Maharashtra State Electricity Distribution Company Ltd.

3. **`Committee`** means a committee formed by MSEB Holding Co Ltd for implementation project.

4. **‘The Site’** shall mean the site of the contract work including any building and erections thereon and any other land allotted by the owner for contractor’s use.

5. **“Scope of work:”**

The work covered shall consist of various items described in schedule `B` and drawings enclosed if any.

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

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

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

The contractor shall keep one copy of the Specifications, Descriptive schedule or other like document referred to in this contract and one copy of the Contract Drawing and such other drawings and details supplied to him from time to time upon the site so as to be

available to the Engineer- in Charge or Architect or their representative at all reasonable times.

- 4.0** None of the documents herein before mentioned shall be used by the Contractor for any purpose other than this.  
The company will furnish within the building site area the following services under the conditions described below.
- 5.0** Electric power and water supply in accordance with the special conditions of contract stated under clause No.7 & 8 of “Special conditions of contract”
- 5.1** The drawings as per index are enclosed for contractor's reference only as they are very preliminary in nature. Also, these drawings do not indicate any of the various, details such as bolt holes, sleeves, fittings, fixtures, inserts, reinforcement etc. The quoted rates should however be good for the final design and drawings to be issued later.
- 5.2** The company reserves the right to change the plans, alter locations, delete portions, of the work prior to or during construction if it considers it necessary. Contractor will have no claim on the Company on this account except that he will be reimbursed by the company for actual work carried out prior to such change.
- 5.3.** The contractor will have to proceed with the work as and when the drawings are released for construction by the company. The contractor will have to adjust his construction program to suit the issue of drawings. No claims for any such adjustment will be entertained. It shall be specifically noted by the tenderer that the company will release the drawings for construction progressively.
- 5.4** In general the Drawings shall indicate dimensions, position and type of construction; the specifications shall indicate the qualities and the methods; and the Bill of Quantities shall indicate the quantum and the rate for each item of work. Any work indicated on the Drawings and not mentioned in the Specification or vice versa shall be furnished as though fully set forth in both. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed, marked or specified.
- 5.5** The Contractor’s work shall not deviate from the Drawings and the Specifications. The Company’s interpretation of these documents shall be final and without appeal.
- 5.6** Errors or inconsistencies discovered in the Drawings and the Specifications shall be promptly brought to the attention of the Architect, through the Engineer – In Charge of works, for interpretation or correction. Local conditions which may affect the work shall likewise be brought to the owner’s attention. If at any time, it is discovered that work is being done which is not in accordance with the Contract Drawings and Specifications, the Contractor shall correct the work immediately. Corrections of defective work shall not be a basis for any claim for extension of time. The Contractor shall not carry on work except with the knowledge of the Engineer – In Charge
- 5.7** Figured dimensions on the scale Drawings and large size details shall govern. Large size details shall take precedence over small scale drawings. Any work done before receipt of such details, if not in accordance with the same be removed and replaced or adjusted, as directed by the Contractor without expense to the owner. The general conditions apply with equal force to all the work including authorized extra works.

**5.8** All drawings, Bill of Quantities and Specifications and copies thereof furnished by the company are their property. They shall not be used on any other work and shall be returned to the owner/ Architect at their request on completion or termination of the Contract.

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

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

**6.3 Penalty Clause:**

Following penalty clause will be applicable for this contract.

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

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

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

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

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

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

**Executive Engineer (C)  
MSEDCL, Kalyan**

## 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 mainly:

**Construction of cement concrete road in the premises of 22 KV switching station, MIDC kharwai, Badlapur East Tal. Ambernath Dist. Thane.**

### 2. LOCATION OF WORK :-

**under jurisdiction of O&M Division Badlapur & geographical area under O&M Division Badlapur under O&M Circle - II Kalyan, Dist. Thane.**

### 4. DRAWING : --- as per site

### 5. PERIOD OF COMPLETION OF WORK :

5.1 The time allowed for completion of the work shall be as stated under Clause (6) of INSTRUCTION TO TENDERER. 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.

5.2 In the event of execution of work being affected due to delay in handing over of site and/or non-supply of drawings 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.

### 6. DEPARTMENTAL SUPPLY OF MATERIALS :

6.1 No Departmental material will be issued, except shown in Schedule "A". 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.

6.2 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.

- 6.3 The contractor shall produce original quotations collected from various agencies as above and get the 'Supplier' and the prices approved from the Executive Engineer-In-Charge in writing before procuring the material.
- 6.4 On completion of the supply the contractor shall submit to the Executive Engineer-In-Charge through the Sub-Divisional Office, the original receipt of payment from the approved supplier duly indicating the Sales Tax Registration number, quantity supplied, rates charges etc. octroi payment receipt etc. The receipt shall be in the name of the main contractor.

## **7.0 WATER SUPPLY:**

- 7.1 Water supply is to be arranged by the contractor. However, if it is possible for the department to supply water for the work water, supply will be arranged by the Company at any one point at ground level near the site of work for activities. The water supply will be arranged for limited duration as per local condition and the contractor shall have to make his own arrangement for storage of water in adequate quantities for uninterrupted progress of work, as also install pumping and further distribution system as per the requirement at his level and cost will be recovered @ 0.50% (half percent) of the gross bill payable.

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.

## **8.0 ELECTRICAL ENERGY:**

- 8.1 Electricity is to be arranged by the contractor. However, if possible, by the department Electrical power (3 phase, 440 volts or as available) will be made available to the agency / to the contractor for lighting etc. at any two points for construction and related activities such as site lighting etc. The contractor shall have to carry out, at his own cost, all further connection, as per electricity rules & regulation and cost will be recovered @ 0.25% (quarter percent) of the gross bill payable or if separate meter issued to be as per cost incurred.
- 8.2 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.
- 8.3 The complete installation which the contractor has to undertake for his power supply should conform to the Indian electricity rules 1966, and the Indian electricity Act, 1910, which latest amendments and as per the specifications and standards laid down therein and as directed by the Engineer-In-Charge.

## **9.0 TOOLS, PLANT AND MACHINERY:**

- 9.1 In respect of procurement of plant and machinery, it will be for the contractor to apply to concerned authorities for necessary permit etc. under intimation to the Company. It will be for Maharashtra State Electricity Distribution 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.

- 9.2 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.
- 9.3 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.
- 9.4 Such items of plant and machinery as if available with the Company may be made available at the discretion of the Suptdg. 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 equipment and return after use the same in the same running condition as they were when handed over to him. Any damage done to the equipment shall be made good by the contractor except normal wear and tear and decisions as to whether such wear and tear is normal or otherwise shall rest entirely with company. The hire charges shall be as fixed by the Superintending Engineer MSEDCL.

#### **10.0 TIME IS THE ESSENCE OF CONTRACT:**

- 10.1 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.
- 10.2 The contractor shall prepare schedule / Bar chart indicating the commencement and compensation date for each foundation / structure under the scope of work to suit for completion stipulated under clause 6 of INSTRUCTION TO TENDERERS 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 reserve the right to revise the above Schedule / Bar chart and the contractor shall not have any right for compensation on this account.
- 10.3.1 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.

#### **11.0 CO-OPERATION WITH OTHER CONTRACTORS / AGENCIES:**

- 11.1 Apart from the work under this contract, other works may be simultaneously going on either departmentally or through other agencies. Each contractor or Agency shall co-operate with the 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 Engineer-in-charge, when to work. He may also be



required to dismantle / shift his construction plant and equipment so as to cause minimum obstruction and inconvenience for erection of machinery and / or any other construction operation/s. In such cases, he shall not be given any compensation 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.

## **12.0 WORKING HOURS:**

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

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

12.3 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.

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

## **13.0 CONTRCATORS SUPERVISION:**

13.1 The contractor shall, during the entire period, the works are in progress, employ a qualified Civil Engineer to be in charge of the works with adequate experience in handling of jobs of his nature and with the prior approval of the Superintending Engineer-In-Charge. Such Engineer shall be constantly in attendance at the site during working hours, and also beyond working hours, will it may be necessary to give directions, orders may be given by the Engineer-In-Charge and shall be received and obeyed by the Contractor's Engineer, Superintendent or Foreman who may have charge of the particular part of the work in reference to which orders are given. If requested to do so, the Engineer-In-Charge may 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.

13.2 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.

13.3 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.

#### **14.0 SECURITY REGULATION:**

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

#### **15.0 SETTING OUT WORKS:**

15.1 The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the 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.

15.2 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 relieve the contractor of his responsibility for the correctness thereof.

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

15.4 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.

#### **16.0 SAFETY PRECAUTIONS:**

16.1 The contractor shall pay particular attention to ensure safety of his staff and work man and others in the vicinity and shall be responsible for any other causes 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 may damages and costs which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid compromise any claim of any such person.

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

16.3 The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, guards, sings, temporary passages or other protection necessary for the purpose. All work shall be done at the contractor's

risk and if any loss or damages shall be result from fire or from other causes, the contractor shall promptly repair or replace such loss or damage free from all expenses to the Company. The contractor shall be responsible for any or damage to materials, tools, or other articles used or held for use in connection with the work. The work shall be carried on to completion without damage to any work or property of the Company or of others and without interference with the operation of existing machinery, equipment or structure.

## **17.0 VARIATION IN QUANTITIES OF WORK:**

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

## **18.0 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.

## **19.0 DEATH, BANKRUPTCY, BEACH 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.

## **20.0 INSURANCE:**

20.1 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 accidents. 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.

- 20.2 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.

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.

- 20.3 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.
- 20.4 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 premia etc. and in such an event, the contractor shall have to make good and pay all damages and claims from his own funds.
- 20.5 If the contractor shall fail to insure and keep in force the insurance referred to in para above or any other insurance which he may be required to effect under the terms of the contract, then and in such case, the Engineer-In-Charge may at his opinion effect and keep in force any such insurance and pay such premium or premia as may be necessary for that purpose and from time to time deduct such expenditure (with 15% extra towards Company's overheads) from the payments 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.
- 20.6 All formalities towards insurance shall be completed by the contractor before commencement of the work. Copies of the insurance papers in duplicate along with the original set of papers shall be submitted by the contractor to the Executive Engineer-In-Charge for verification and record. The original paper may be returned to the contractor after verification. The 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.

## **21 NEGLIGENCE:**

If in the opinion the Company, the Contractor

- a) 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.

- b) Fails to properly execute the work or any part of the work due to either gross negligence or deficiency in technical skill including but not limited to the provisions of latest tools, tackles and qualified technical 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 out of the contractor's hands and execute departmentally or recontract 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.

## **22 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 payment 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.

## **23 REPLACEMENT OF DEFECTIVE WORK / MATERIALS:**

- 23.1 It during the progress of the work the Engineer-In-charge shall decide and notify in writing to the contractor, that the contractor has executed an unsound or imperfect work, or has supplied any plant or materials inferior in quality or quantity those specified, the contractor 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 to 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.

## **24 CERTIFICATE NOT TO AFFECT RIGHTS OF COMPANY OR CONTRACTORS'S OBLIGATIONS:**

No certificate of the Engineer-In-Charge nor any some paid on account by the Company not in any extension of time for the works granted shall affected or prejudice the

contractor's obligations for the due performance of the contract or be interpreted as approval of the work done or of the material supplied and no certificate shall create liability in the Company to pay variation or additional work not ordered in writing by the Engineer-In-Charge or discharge the liability of the contractor for the payment of damages whether due, ascertained or certified or not or any 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.

## **25 NON-EXERCISE OF RIGHTS AND CONTRCATOR'S LAIBILITY:**

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

## **26 PAYMENTS:**

- 26.1 R. A. Bills shall be submitted by the contractor monthly to the Sub-Divisional office on or before the date fixed by the Executive Engineer-In-Charge for all the works executed in the previous month. 75% payment of the R. A. bill shall normally be released within reasonable time on availability of funds on receipt of such bill in the Divisional Office. Balance payment of the net payable amount of the R. A. bill, would be affected after details audit etc. The tenderer shall clearly note that while every effort would be made by the Company to stick upto 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.
- 26.2 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 all material accounting royalty clearance certificate etc. shall be submitted by the contractor and all dues settle at pre final bill stage itself. However, the tenderer shall clearly note that while every effort shall be made by the Company to stick up the above Schedule of payment, no claim for payment of interest / damage etc. for any delay in the payment shall be considered or payable by the Company.
- 26.3 In case the final bill is not finalize within a period of 9 months from date of completion, at the request of the contractor but at the 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 a 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.

## **27.0 LAW AND REGULATIONS:**

- 27.1 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.

27.2 All the works shall be executed by the contractor in accordance with the laws in force in India relating to the work and rules and regulations there under and any statutory modifications thereof whenever they are applicable, unless otherwise agreed to in writing by the Engineer-In-Charge.

27.3 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.

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

28.1 The contractor shall be responsible for loss, damage or depreciation to the plant / building. While carrying out the work due to the negligence.

28.2 The contractor shall, during the progress of the work, properly cover up and protect the plant from injury through exposure to weather or by any other cause and shall take very reasonable proper timely and useful precautions against accidents or injury to the same from any cause and shall remain answerable and liable for all accidents or injuries thereto which until the same are 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.

28.3 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 under Clause 22 above.

28.4 Until the work shall be or deemed to be taken over as aforesaid the contractor shall also be liable for and shall indemnify the Company in respect of all damage or injury to any 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.

28.5 Notwithstanding anything contained in this contract, the contractor shall be liable to pay for any actual damage to the structure for reasons unforeseen or being the control of the Company during the period of maintenance as stipulated in this contract.

28.6 The contractor shall indemnify and save harmless the Company against all action, suits, claims demands, costs or expenses arising in connection with injury suffered prior to the date when the plant shall have been taken over under Clause 42 herein, by person employed by the contractor, or his sub-contractors, on the works, whether under the general law or under the Workmen's Compensation act 1923 as updated or any other

statutory or law in force dealing with the question of the liability of employers and shall also take properly to insure against any claim there under.

28.7 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.

28.8 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.

#### **29.0 FORCE MAJEURE CLAUSE:**

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

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

29.2 No other 'Force majeure' condition shall be treated as applicable to 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 suppliers 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).

#### **30.0 DAMAGE TO THE OTHER STRUCTURE AND PLANTS:**

30.1 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.

30.2 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.

- 30.3 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.

### **31 ASSIGNMENT**

- 31.1 The whole of the works included in the contract shall be executed by the contractor and he shall not directly transfer assign or sublet the contract of any part share or interest therein, nor shall he take a new partner without the written consent of the Superintending Engineer-In-Charge, and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active supervision of the works during their progress.
- 31.2 If the contractor shall cause any part of the work to be performed by is approved sub-contractor the provisions of the contract shall also apply to such sub-contractor and his or its officers, agents, or employees in all respects as if he or it and they were employees of the main contractor, and the main contractor shall not in any manner thereby, be discharged from his obligations liability hereunder, but shall be liable hereunder for all acts and negligence of his sub-contractor, his or its officers, agents, employees and laborers, No sub-contractor shall be made by the main contractor, without the approval of the Superintending Engineer-In-Charge, of both the 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 Superintending Engineer-In-Charge.

### **32.0 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 then 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.

**33.0 SALES TAX ON THE TRANSFER OR PROPERTY:**

The tenderer shall quote their percentage rates for various items of Schedule 'B' including the 'VAT' on the transfer of property in goods involved in execution of works contract (Re-enacted) Act 1989 as amended up to date, turn over tax and all other taxes levied by the Government Local, State or Central and applicable to works contracts.

**34.0 PRICE ESCALATION CLAUSE:**

Price escalation clause is not applicable to this tender work, unless and otherwise it is specifically mentioned in the bid form at the end of tender.

**35.0 PARTICULARS OF TENDERERS:**

The tenderer shall give details of his / their previous experiences including that in MSDDL and any other details as they 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.

**36.0 SPECIAL NOTICE OF CONDITIONS:**

36.1 If the prices quoted by the agency is over and above 5.00% (five percent) or below 5.00% (five percent) than the estimated rates then it should be justified by submitting detailed rate analyses.

36.2 Conditional tender / tenders with rate adjustment against payment of mobilization / machinery cash / advance etc. would not be considered.

36.3 Contractor has to submit the computerized R. A. Bill along with recovery statement, materials account, etc. in the proforma prescribed by this office.

36.4 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.

36.5 MSDDL (M.S.E.B.) booklet for 'Tender & Contract for works' is applicable for this tender.

NOTE :- ..... are part of tender document and are available at office for reference.

**SIGNATURE OF CONTRACTOR**  
With the Seal or Stamps

**EXECUTIVE ENGINEER (CIVIL),**  
Civil Division, Kalyan  
M. S. E. D. C. L., Kalyan.

**DATE :-**

**MAHARASHTRA STATE  
ELECTRICITY DISTRIBUTION  
COMPANY LIMITED**

**CIVIL DIVISION, KALYAN**



**TENDER & CONTRACT FOR WORKS**

**(APPLICABLE FOR WORKS CONTRACT)**

**SPECIAL CONDITION DEEMED TO HAVE BEEN SPECIFICALLY  
BROUGHT TO THE NOTICE OF THE CONTRACTOR.**

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

## GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTOR

1. All work proposed to be executed by contract shall be notified in one of the English and one of the Vernacular local daily newspapers, stating the work to be carried out as well as the date for submitting and opening tenders and time allotted for carrying out the work, also the amount of earnest money to be deposited with the tender and the Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills.
2. Copies of the specifications, designs, drawings, estimated rates, schedule rate and any other documents required in connection with the work, which will be signed by the Executive Engineer for the purpose of identification shall be open for inspection by the contractors at the office of the Executive Engineer during the office hours.
3. Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by competent authority on behalf of the Maharashtra State Electricity Distribution Co. Ltd. such specifications with designs and drawings shall form part of the accepted tender.
4. The tenders and receipts for payments made on account of any work when executed by a firm should be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of firm by one of the partners or some other person, having authority to do so.
5. Any person who submits tender at percentage rate shall fill up the usual form stating at what percentage above or below the rate specified he is willing to undertake the work. Only one rate or such percentage on all the estimated rates or scheduled rate shall be named.
6. Tenders which propose any alteration in the work specified in the form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection.
7. No single tender shall include more than one work, but contractors who wish to tender for two or more works, shall submit a separate tender for each work. Tenders shall have the name and the number of works to which they refer written outside the envelope.
8. The Executive Engineer or his duly authorized Assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form in the event of a tender being accepted the contractors shall there upon for the purpose of identifications, sign copies of the specifications and other documents. In the event of tender being rejected, the Officer (Executive Engineer) shall authorize the paying Officer concerned to refund the amount of the earnest money deposited to the contractor making the tender on his giving a receipt for the return of the money.
9. The officer, competent to dispose of the tenders shall have the right of rejecting all or any of the tenders, without assigning any reasons thereof.
10. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to the tender or the contractor shall be valid and binding on the Company unless it is signed by the Executive Engineer on his duly authorized assistant.

11. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Maharashtra State Electricity Distribution Co. Ltd. and their rates shall be filled in and completed by the office of the Executive Engineer before tender form is issued, if a form issued to an intending tender has not been so filled in and completed, he shall request the said office to have this done, before he completes and delivers his tender.
12. All work shall be measured not by standard measure but according to rules and custom and usual method in use in the Maharashtra State Electricity Distribution Co. Ltd., and no proposals to adopt alternative method will be accepted. The Executive Engineer's decision as to what is "the usual method in use in the Maharashtra State Electricity Distribution Co. Ltd.'s shall be final.
13. All corrections and additions or pasted slips should be initialed.
14. Tenderer shall be deemed to have full knowledge of all relevant documents, site conditions etc. whether inspected or not by him.
15. Submissions of a tender by a tenderer implies that he has read the above instructions and conditions of contract and has made himself aware of the scope and specifications of the work to be done and of the conditions and rates at which stores etc. will be issued to him and local conditions and other factors bearing the execution of the work.
16. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items of contract without prior sanction of the competent authority.
17. These Rules and Directions shall form part of the Contract.

## TENDER AND CONTRACT FOR WORKS

Circle : Civil Circle, Kalyan  
Division : Civil Division, Kalyan

I/we hereby tender for execution for the Maharashtra State Electricity Distribution Co. Ltd. (herein referred to as "Company") of these work specified in the underwritten memorandum within the time specified in Schedule "B" (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings and instructions in writing and as per annexed conditions of Contract and agree that when he materials for the work are provided by the Company, such materials and rates to be paid for them shall be as provided in Schedule "A" hereto.

### Memorandum,

- (a) General Description: As Specified on page no. 3
- (b) Estimated Cost Rs.: As Specified on page no. 3
- (c) Earnest Money Rs.: As Specified on page no. 3
- (d) Security Deposit: As Specified in clause no. 14 in the Set of "Instruction to the Tenderers"
- (e) Time allowed for the completion of work as Specified on page no. 3

Should this tender be accepted I/We hereby agree to abide by and fulfill at the terms and provisions of the conditions of contract annexed hereto as applicable and in default thereof to forfeit and pay to the Company the sum of money mentioned in the said conditions.

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from the Maharashtra State Electricity Distribution Co. Ltd. in respect of the sum of Rs.\* \_\_\_\_\_ is herewith forwarded representing the earnest money (the full value of which is to be absolutely forfeited to the Company should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with clause "Security Deposit" of the said condition, otherwise the said sum of Rs. \_\_\_\_\_ shall be refund)

Signature of the Contractor:

Address of the Contractor:

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20

Signature of Witness:

Address of Witness:

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20

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\* The amount to be specified in figures and words

The above tender is hereby accepted by me on behalf of the Maharashtra State Electricity Distribution Co. Ltd.

Chief Engineer

Superintending Engineer

Executive Engineer

## CONDITIONS OF CONTRACT

### DEFINITIONS

1. (a) The “Contract” means the document forming the tender and acceptance thereof together with documents referred to therein or individual works orders in the case of terms contracts including these conditions, schedules and/ or additional conditions attached to the form of tender or individual works orders. MSEDCL rate schedule, the specifications and the drawings and all these documents as applicable taken together shall be deemed to form one contract.
- (b) The “tender documents” means the form of tender, the applicable schedules and / or additional conditions, these conditions and the specifications and / or drawings as loaned to the contractors for the purpose or preparing tender.
- (c) The expression “Works” or “Work” when used in the conditions of contract shall, unless there be something in the subject or context repugnant to such construction mean the works or the works contracted to be executed under or in the virtue of the contract whenever original or altered.
- (d) The “Contractor” means the individual or firm or company, whether incorporated or not, undertaking the works and shall include his or its legal personal representatives, successors and permitted assigns.
- (e) “Company” means the “Maharashtra State Electricity Distribution Co. Ltd.” and the “Accepting Officer” means the officer who signs the contract on behalf of the Company.
- (f) The letter “EE” means Executive Engineer who in case Measurement and Lumpsum contracts directs the contract and the letters “S.E.” means Superintending Engineer and “C.E.” means Chief Engineer who administers and in the case of the terms contracts directs the contract.
- (g) The “Engineer in charge” means an officer of the Company appointed by the Chief Engineer to supervise the work or part of the Works.
- (h) “Approved” and “directed” means the approval or direction of the Chief Engineer or Superintending Engineer or the person deputed by him for the particular purpose.



- (i) “B.S. means the “British Standards” as issued by the American Standards Institutions and “I.S.’ means the “Indian Standards” as issued by Indian Standards Institution.

Wherever the above-mentioned abbreviations are referred to in the specifications and / or work orders, they mean the edition with all amendments current at the date of issue of the tender documents or work orders.

In the case of Maharashtra and term contracts “Specifications” means those contained in Maharashtra State Electricity Distribution Co. Ltd. Schedule together with any amendments etc. embodied in the tender documents. “Drawings” refer to those accompanying the tender documents and / or any work orders referred to therein.

- (j) The “Contract Sum” means the sum calculated in accordance with the prices accepted in the tender and / or the contract rates as payable to the contractor for the full and entire execution and completion of works.
- (k) “The date of completion’ is the date of dated for completion of the works or any part of the works set out in or ascertained in accordance with the individual work orders and the tender documents or any subsequent agreed amendments thereto.

## **SECURITY DEPOSIT**

2. Within 10 days from the date of issue of letter of intent / work order the successful Tenderer shall pay in the office of the Ex. Engr. (Civil) the security deposit amounting to five percent of contract value in cash, or Demand Draft or equivalent Gove. Securities, fixed Deposit receipts or alternatively, if the contractor is so permitted, the security deposit can be paid in the following manner.
- i) Initial Deposit equivalent to 2.5% (two and half percent) of the contract value shall be paid in the form of Bank Guarantee in Company’s standard proforma. Or by way of Fixed deposit in favour of the company with any national or scheduled Bak.
- ii) The balance 2.5% Security Deposit shall be recovered by deducting through 1st RA. bill and 2nd R.A. bill so that total Security Deposit equivalent to 5% of the contract value is made up and held by the Company as Security Deposit.

In case the initial Security Deposit i.e., 2.5% is furnished by the Tenderer in form of bank Guarantee, the same shall be compulsorily renewed or a fees Bank Guarantee will have to be furnished if the original Bank Guarantee expires during currency of the contract including the extension of time limit. The same Bank Guarantee shall be renewed prior to one month of its expiry otherwise it will be encash without any reference to the Contractor.

No interest will be payable by the Company to the Contractor on the Security Deposit, in whatever form it is held by the Company.

### **REFUND OF SECURITY DEPOSIT:**

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

## **COMPENSATION FOR THE DELAY**

Clause - 3 The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract) and the contractor shall pay as compensation amount equal to half percent per week or such smaller amount on the value of work that remains unfinished after schedule date of completion. (SUBJECT TO MAXIMUM 10% OF WORK ORDER VALUE) as the Superintending Engineer (whose decision in writing shall be final) may decide.

## **ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED**

Clause -4 In any case in which under clause or clauses of the contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Executive Engineer, on behalf of the Company shall have powers to adopt any of the following courses as he may deem best suited to the interests of Company.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Company.
- (b) To carry out the work or any part to the work departmental debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work completed and crediting him with the value of work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.
- (c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case the expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work-charged establishment and cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded and under clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work and the amount

payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clauses (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors, the amount of excess shall be deducted from any money due to the contractor by Company under the contract or otherwise howsoever from his security deposit or the sale proceeds thereof provided, however, that the contractor shall have no claim against Company even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses provided always that whichever of the three courses mentioned in clause (a), (b) or (c) is adopted by the Executive Engineer, the contractor, shall have no claim to compensation for any loss by him by reason of his having purchased, or procured materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.

## **NOTICE FOR UNSATISFACTORY PROGRESS**

5. If the progress of any particular of the work is unsatisfactory, the Executive Engineer whose decision shall be final shall notwithstanding that the general progress of the work is satisfactory be entitled to take action under clause 4 (b) after giving the contractor 10 days' notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action.

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

6. In any case in which any of the powers conferred upon the Executive Engineer by clauses 4 & 5 hereof shall have become exercisable and the same shall not have been exercised the nonexercised thereof shall not constitute a waive of any of the conditions hereof and such powers shall notwithstanding be exercisable in any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contract for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 4, he may, if he so desire, take possession of all or any tools, plant, materials, and stores, in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended to be used far the contract rates or, in the case of contract rates no being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may be notice in writing to the contractor of his clerk of works, foreman or other authorized agent require him to remove such tools, plant materials or stores from the premises within a time to be specified in such notice, and in the contractor failing to comply with any such requisition, the decision of the Executive Engineer as to the expenses of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

## **EXTENSION OF TIME LIMIT**

7. If the contractor shall desire an extension of time limit for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Executive Engineer before the expiration of the period stipulated in the tender or before expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier, and the Executive Engineer, may, if in his opinion there are reasonable grounds for granting an extension, recommend such extension as he thinks necessary or proper. The decision of the Superintending Engineer in this matter shall be final.

## **COMPLETION CERTIFICATE**

8. On completion of the work the contractor shall be furnished with completion certificate by the Executive Engineer (herein after called the Engineer in charge) of such completion but no such certificate shall be given nor shall the work be considered to be complete until the work shall have been measured by the Engineer in charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor.

## **EFFECT OF THE CERTIFICATE**

9. No payment shall be made for any work estimated to cost less than Rupees one thousand till after the whole of said work estimated to cost more than Rupees one thousand the contractor shall, on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge whose certificate of such approval and passing the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected not shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect of the occurring of any claim not shall it conclude determine or effect in any way the powers of the Engineer-in-charge as to final settlement and adjustment of the accounts or otherwise or in other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion work, otherwise the certificate of the Engineer-in-charge of the measurement and of the total amount payable for the work shall be final and binding on all parties.

## **PAYMENTS TO CONTRACTOR**

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

## **BILLS**

11. A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim so far as it is admissible, shall be adjusted, if possible within ten days from the presentation of the bill, if the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duty authorized agent whose countersignature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

## **ADVANCE FOR MATERIALS BROUGHT BY CONTRACTOR ON SITE**

- 11 (a) Contractor shall also be paid monthly a sum not exceeding 75 percent of the value of the materials (provided they are of imperishable nature) collected by them on the site of works for the executive of the work undertaken on the certificate of value issued by Officer not below the rank of Dy. Executive Engineer. The secured advance so paid shall be recovered from the running Account bill as and when the materials are utilized on the works. The Maharashtra State Electricity Distribution Co. Ltd. will have a lien on these material until the advance is recovered.

## **SUPPLY OF MATERIAL TO CONTRACTOR**

12. If the specification or estimate of the work provides for the use or any special description of materials to be supplied from the Company Stores or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefore as here after mentioned being so far as practicable for the convenience of contractor but not so as in any way to control the meaning or effect in of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sum then due, or thereafter to become due, to the contractor under the contract or otherwise from the security deposit or the proceeds of sale thereof, if the deposit is held in Government Securities the same or a sufficient portion thereof, shall in that case be sold for the purpose. All materials supplied to the contractor shall remain absolute property of Company and shall on no account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Company Stores, if the Engineer-in-charge so required by notice in writing gives under his hand, but the contractor shall not be entitled to return any such materials except with such consent and he shall have no claims for compensation on account of such materials except with such consent and he shall have no claims for compensation on account of such materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damages thereto.

## **WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS DRAWINGS, ORDERS ETC.**

13. The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and in every other respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection of such office, or on the site of the working during office hours and the contractor shall if he so requires, be entitled at his own expense to make a cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

## **ALTERATIONS IN SPECIFICATION AND DESIGNS NOT TO INVALIDATE CONTRACTS**

14. The Engineer-in-charge shall have power to take any alterations in, or addition to, the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing, signed by the Engineer-in-charge and such alterations shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work.

Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alteration above referred shall be within the scope of such designs, drawings and specifications appended to the tender.

## **RATES FOR WORKS NOT ENTERED IN ESTIMATE OR SCHEDULE OF RATES OF THE DISTRICT**

15. And if the additional and altered work includes any class of work for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the schedule of Rates of the Division or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower. If the additional or altered work for which no rate is entered in the Schedule of Rates of the division is ordered to be carried out before the rates are agreed upon then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform Engineer-in-charge of the rate which it is his intention to charges for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such a manner as he may consider advisable, provided always that if the contractors shall commence work or incur any expenditure in regard there to before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of he determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of dispute the decision of Superintending Engineer of the circle will be final.

## **EXTENSION OF TIME IN CONSEQUENCE OF ADDITION OR ALTERATIONS**

16. The time limit for work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.

## **NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT**

17. If at any time after, the execution of the contract documents the Engineer-in-charge shall for any reason whatever, require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole part of the work to be carried out at all or to be carried out by the contractor he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially, as the case may be. In any such case except as provided hereunder the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not so derive in consequence of the full amount of work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs, and instructions which may involve any curtailment of the work as originally contemplated, where however, materials have already been purchased or agreed to be purchased by the contractor, before receipt by him or said notice, the contractor shall be paid for such materials at the rates determined by the Engineer-in-charge provided they are not in excess of requirements and are of approved quality and / or shall be compensated for the loss, if any, that he may be put to in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-charge whose decision shall be final if the contractor suffers any loss on account of his having to pay his labour charges during the period during which the stoppage of work has been ordered under this clause the contractor shall, on application, be entitled to such compensation on account of labour charges as the Engineer-in-charge, whose decision shall be final, may consider reasonable, provided that the contractor shall not be entitled to any compensation on account of labour charges if in the opinion of the Engineer-in-charge, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

## **NO CLAIM TO COMPENSATION ON ACCOUNT OF LOSS DUE TO DELAY IN SUPPLY OF MATERIALS BY COMPANY**

18. The Contractor shall not be entitled to claim any compensation from Company for the loss suffered by him on account of delay by Company in the Supply of materials entered in Schedule "A" where such delay is caused by -
- (i) Difficulties relating to supply of railway wagons.
  - (ii) Force major.
  - (iii) Act of God.
  - (iv) Any other reasonable cause beyond the control of Company.

In the case of such delay in the supply of materials Company shall grant such extension of time for the completion of the works as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Superintending Engineer as to the extension of time shall be accepted as final by the contractor.

## **TIME LIMIT FOR COMPENSATION CLAIMS**

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

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

20. If at any time before the security deposit it refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with material of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for Engineer-in-charge to intimate this fact in writing to the contractor and then withstanding the fact that the work materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, during which the failure so continues and in the event of any such failure at aforesaid the Engineer-in-charge may rectify or remove, the re execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of contractor, should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

## **WORKS TO BE OPEN TO INSPECTION CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT**

21. All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours and at all other times to which reasonable notice of the intention of the Engineer-in-charge or his present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

## **NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP**

22. The contractor shall give not less than 5 days' notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinates in charge of



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

## **CONTRACTOR'S LIABILITIES**

23. The contractor shall supply at his own cost all materials (except such special materials, if any as may be supplied from the Company Stores in accordance with the contract), plant tools, appliances, pilement, ladders cordage, tackle, scaffolding, and any temporary works, which may be required for the proper execution of the work in the original, altered or substituted form and whether included in the specification or other document forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter on which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore of and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work of materials. Failing this the same may be provided by the Engineer in charge at the expense of the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and costs which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid in compromising any claim by any such person.

## **CONTRACTOR LIABLE FOR ALL DAMAGE**

24. Compensation for all damage done intentionally or by contractor labourers whether in or beyond the limits of Company's property shall be estimated by the Engineer-in-charge, or such other officer as he may appoint and the estimates of the Engineer-in-charge, subject to the decision of the Superintending Engineer on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the contractor as damages or deducted by the Engineer-in-charge from any sums that may be due to or become due from Company to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall also pay any damages and cost that may be awarded by the court in consequence.

## **RESCISSION OF CONTRACT AND FORFEITURE OF DEPOSIT**

25. The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or subject his contract, it attempts so to do or becomes insolvent or commence any proceedings to be adjudicated an insolvent or make

any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing, rescind the contract. Also if any bribe, gratuity, gift, loan, perquisite reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents, to any person in the employ of Company in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may be notice in writing rescind the contract. In the event of contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Company, and the same consequences shall ensue as if the contract had been rescinded under clause 4 hereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

## **COMPENSATION**

26. All sums payable by the contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Company without reference to the actual loss or damage sustained and whether any damage has or not been sustained.

## **CHANGES IN THE CONSTITUTION OF FIRM TO BE NOTIFIED**

27. In the case of a tender by partners of a firm any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

## **WORKS TO BE UNDER DIRECTION OF SUPERINTENDING ENGINEER**

28. All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

## **DECISION OF SUPERINTENDING ENGINEER TO BE FINAL**

29. Except where otherwise specified in the contract and subject to the powers delegated to him by the Company under the Company's rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, drawings and instruction hereinbefore mentioned and as to the quality of workmanship or material used on the work, or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract designs drawings specifications estimates instruction, orders or these conditions or otherwise concerning the works or the execution or failure to executed the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

## **STORES TO BE OBTAINED FROM COMPANY**

30. The contractor shall obtain from the Company's Stores all stores and articles which may be required for the work or may part of the work or in making up any articles required therefore

on in connection therewith unless he has obtained permission in writing from the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule in Form "A" attached to the contract and if they are not entered in the said schedule they shall be debited to him at cost price which for the purposes of his contract shall include the cost of carriage and all other expenses whatsoever which may have to be incurred in obtaining delivery of the same at the stores aforesaid. The aforesaid rates shall be subject to further overhead charges specified in Schedule "A" hereto.

## **LUMP SUM IN ESTIMATES**

31. When the estimate on which a tender is made includes lump sums in respect of part of the works the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work, in question is not, in the opinion of the Engineer-in-charge, capable of measurement the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions this clause.
31. A Whenever lump sum tenders have been invited for building or other structures of the same type design, the contractor shall submit his bill as stated in Clause 11 and the Engineer-in-charge not below the rank of Deputy Executive Engineer shall certify by general measurement or by some other method considered suitable to him the value of the work done and the contractor shall be paid monthly or sum equal to 90% of the total value of the work so certified since the last payment after deducting a part or whole of the secured advance if already paid for the materials utilised on the works. An additional secured advance for any fresh materials brought on site will also paid if certified by the Officer.

After the work is completed, final bill would be paid on the certification of Officer no below the rank of Executive Engineer, that the work is done according to drawings and specifications attached to the tender. If any additions and alterations have been carried out, detailed measurements are respect thereof shall be recorded and extra payments or deductions are regulated as per items rates quoted by the Contractor while submitting the tender and if there are any items in the additions and alterations for which the contractor has not quoted a rate the payments shall be regulated as per Clause 15 above.

## **ACTION WHERE NO SPECIFICATION**

32. In the case of any class of work for which there is no such specification as a mentioned in rule I such work shall be carried out in accordance with the Divisional specifications and in the event of there being no Divisional specification the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

## **COMPENSATION UNDER WORKMAN'S COMPENSATION ACT**

33. The contractor shall be responsible for and shall pay any compensation to his workman payable under the Workmen's Compensation Act, 1923 (VIII of 1923) hereinafter called the said Act for injuries caused to the workmen. If such compensation is paid by Company as principal under sub-section (1) of Section 12 of the said Act on behalf of the contractor, it shall be recoverable by Company form the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid in clause 4 hereinabove.

## **NO CLAIM FOR VARIATION IN QUANTITIES OF WORK**

34. Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being more or less than those entered in the tender of estimate.

## **NO CLAIM FOR COMPENSATION FOR DELAY IN STARTING WORK**

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

## **NO CLAIM FOR COMPENSATION FOR DELAY IN THE EXECUTION OF WORK.**

36. No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil excavation in mud, sub-soil water or water standing in borrow pits and no claims for an extra rate shall be entertained, unless otherwise expressly specified.

## **ENTERING UPON OR COMMENCING ANY PORTION OF WORK**

37. The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate in charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

## **METHOD OF PAYMENT**

38. Payment to contractors shall be made by cheque provided the amount exceeds Rs. 10/- Amount not exceeding Rs. 10/- will be paid in cash.

## **ACCEPTANCE OF CONDITIONS ON TENDERING FOR WORK**

39. Submission of Tender or acceptance of works order shall imply acceptance of these conditions of the tender by contractor.

## **EMPLOYMENT OF SCARCITY LABOUR**

40. If Government declares a states of scarcity or famine to exist in any village situated within 10 miles of the worker/contractor shall employ upon such parts of the work as are suitable for unskilled labour any person certified to him by the Executive Engineer or by any person to whom the Executive Engineer may have delegated this duly in writing to be in need to relied and shall be bound to pay to such person wages no below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with implementation of this clause shall be decided by the Superintending Engineer whose decision shall be final and binding on the piece worker / contractor.

**SCHEDULE "B"**

Memorandum showing items of works to be carried out.

Item No.	Quantities estimated but May be more or less	Item of work	Tender Rates			Unit	Total Amount according to estimated quantities.
			In Figures		In Words		
			Rs.	Ps.			
							Attached Separately

**Note 1:** All the columns in the schedule be filled in ink and the total of the entries in the last column should be struck by the contractor or under his signature.

**Note 2:** Rates quoted include Clearance of site (prior to commencement of work and at its close) in all respects and hold good for work under all conditions site, moisture, weather, etc.

(Signature of Contractor)

(Signature of Executive Engineer)  
(Assistant Engineer)

**Note :** To be continued on additional sheets if found necessary.

**SCHEDULE "C"**

Schedule showing the procedure to be followed while furnishing fixed Deposit Receipts towards payment of Security Deposit.

**(1) Fixed Deposit Receipts:**

- (a) The Fixed Deposit should be in the name of "Maharashtra State Electricity Distribution Co. Ltd." without any qualification.
- (b) The Fixed Deposit Receipts from any Nationalized Bank or of any Schedule Bank will only be accepted.
- (c) The Fixed Deposit Receipts should be minimum for 1 year at least.
- (d) The Company will renew the fixed Deposit Receipts for a further period of one year with the same Bank at prevailing rate of interest without consulting the party unless otherwise advise by the contractor in time.

**Important:**

- (1) All Fixed Deposit Receipts received to date and not fulfilling the above conditions will be returned to the contractor by the Company.
- (2) National Saving certificates and Bank/Insurance Guarantee bonds will not be accepted.

**(FORM-III)****AGREEMENT PROFORMA**

THIS AGREEMENT made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ BETWEEN \_\_\_\_\_ (hereinafter called 'THE CONTRACTORS' which expression shall unless excluded by or repugnant to the context include its successors or permitted assigns) of the one part and the Maharashtra State Electricity Distribution Company Limited (Hereinafter called 'THE COMPANY' which expression shall unless excluded by or repugnant to the context includes its successors and assigns) of the other part

WHEREAS the Superintending Engineer (Civil) Maharashtra State Electricity Distribution Company Limited, Mumbai invited tender according to the powers held by him as per rules for the work of \_\_\_\_\_ in accordance with the plans and specifications, annexed therein and WHEREAS the said tender was accepted by the Maharashtra State Electricity Distribution Company Limited under letter of intent No. \_\_\_\_\_ and work order No. \_\_\_\_\_ placed with the said contractor on the terms and conditions specified in the tender and aforesaid work order letter of the Company and on the condition of the contract as specified in the tender documents of the Maharashtra State Electricity Distribution Company Limited attached with the tender.

NOW THI AGREEMENT witnesses and it is hereby agreed and declared as under :

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

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

The contractor shall complete the work as per the terms and condition specified in the company's letter of intent No. \_\_\_\_\_ and work order No. \_\_\_\_\_ and terms and conditions specified in the Tender documents for the works attached. The contractors shall indemnify the company for all claims for injury caused to any person. Whether workmen or not. While in upon the works or the site and the said company shall not be bound to defend any claims brought under the workmen's compensation Act and the contractor shall be liable for any such claims. This agreement shall valid during the currency of contract period including extension of time limit if any, or upto expiry of he maintenance period beyond the physical completion of the work as accepted by Maharashtra State Electricity Distribution Company Limited whichever is later.

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

- 1.
- 2.

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

Signature and delivered by duly constitute attorney

For and on behalf of the contractor, in the presence

Of \_\_\_\_\_

- 1.
- 2.

Signed and delivered by

- 1.
- 2.

Maharashtra State Electricity Distribution Company Limited

And on behalf of Maharashtra State Electricity Distribution Company Limited

In the pre presence of

- 1.
- 2.

Note : The value of Stamp paper for agreement is Rs. 500/-.



## RTGS FORMAT

I/we hereby authorized MSEDCL to release the payment through RTGS instead of Account Payee Cheque as mentioned in the purchase order. The details of our bank accounts are given below:-

1) Name of the Supplier / Contractor :

(As per Bank Account)

2) Name of the Bank :

3) Branch with Address :

4) Current Account Number :

(Core banking No., if a/c no. starts with zero please put leading zero before A/c No. (00XX)

5) RTGS No. (IFSC Code) :

6) MICR Code of the Bank :

7) Companies email ID :

8) Contact Name and Tel. No. : (Name with designation)

Mobile No. if any

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

Signature

Date:

(Owner/Director/Proprietor/Designation)

Seal of the Company

The bidder is requested to submit RTGS format on Company's / Agency's / Institution's letter head duly signed and stamped. The said information is requested to be got signed by authorized signatory of Company's / Agency's / Institution. Also, the cancelled cheque in original should be enclosed alongwith this form where the amount is to be remitted.

**(After opening of Envelop No. 1, Document submitted by Contractor in scrutiny or future scrutiny any document found false during finalization of work or bill, contractor will be liable to impose as per law, rules and regulations and there will be no responsibility of company officers and employees)**

**DECLARATION-**  
(on Rs. 500/- Stamp Paper)

**For Year 2023-24.**

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

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

**(Signature of Contractor)**  
**(Seal of Company)**

**e-TENDER NO. EEC/KYN / T –130/2023-24****MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.  
CIVIL DIVISION KALYAN****Name of work:****Construction of cement concrete road in the premises of 22 KV switching station, MIDC kharwai, Badlapur East Tal. Ambernath Dist. Thane.****SCHEDULE-B**

<b>Sr. No.</b>	<b>Description of item</b>	<b>QTY.</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b>Roadwork</b>				
1	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.	133.00	CUM	124.00	16492.00
2	Providing dry/ trap/ granite/ quartzite/ gneiss rubble stone soling 15 cm to 20 cm thick including hand packing and compacting etc. complete.	3.00	CUM	1437.00	4311.00
3	Providing and laying Cast in situ/Ready Mix cement concrete in M-10 of trap/ granite/ quartzite/ gneiss metal for foundation and bedding including bailing out water, Steel centering, formwork, laying/pumping, compacting, roughening them if special finish is to be provided, finishing if required and curing complete, with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade)	2.00	CUM	6603.00	13206.00
4	Providing and laying cement concrete pipe of IS 458:2003 NP-2 class of 300mm diameter with collar in proper interlocking in line, level and slope etc. complete.	18.00	Rmt	774.00	13932.00
5	Supplying hard murum/ kankar at the road site, including conveying and stacking complete.	44.00	CUM	705.00	31020.00
6	Spreading hard murum/ soft murrum/ gravel or kankar for side width complete	42.00	CUM	82.00	3444.00
7	Compacting the hard murum etc side widths including laying in layers on each side with vibratory roller including artificial watering etc. complete.	411.00	Sqm	22.00	9042.00
8	Supplying trap/granite/quartzite/gneiss stone metal of required size by bringing the boulders / Rubble at the road side breaking them to required gradation including conveying the boulders /Rubble and stacking the broken metal etc. complete . (Prior approval of sample stack of broken metal by the Ex. Engineer is necessary the date of approval will form part of the measurements) a)80 mm Metal, By breaking Boulders (Hand broken).	44.00	CUM	1139.00	50116.00
9	Supplying stone grit for road work including sectionong etc complete as directed by Engineer in charge .	22.00	CUM	1459.00	32098.00
10	Spreading 80/40 mm metal and grit for road work including sectionong etc complete as directed by Engineer in charge .	63.00	CUM	88.00	5544.00

Sr. No.	Description of item	QTY.	UNIT	RATE	AMOUNT
11	Compacting the sub grade/gravel/oversize metal (200 mm loose) layers for all width with Power roller having weight 8 to 10 MT. including necessary, labour, materials and artificial watering complete.	411.00	Sqm	28.00	11508.00
12	Construction of <b>Dry lean cement concrete</b> Sub- base over a prepared sub-grade with coarse and fine aggregate ( natural sand/ VSI grade finely washed crushed sand) conforming to IS: 383, the size of coarse aggregate not exceeding 25 mm, , cement content not to be less than 150 kg/ cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant/ Weigh batch mixer, transported to site with all leads and lifts, laid with a paver with electronic sensor /by suitable means as approved by Engineer-in-charge , compacting with vibratory roller, finishing, curing and including preparation of sub-grade surface if required etc. complete.	42.00	CUM	4384.00	184128.00
13	Providing and laying 125 micron Low Density Polyethylene (LDPE) sheet confirming to IS 3395 : 1997 below concrete pavement including all materials and labour complete.	360.00	Sqm	31.00	11160.00
14	Providing and laying in-situ M30 Grade unreinforced plain cement concrete pavement over a prepared sub base with 43 grade cement , coarse and fine aggregate( natural sand/ VSI grade finely washed crushed sand) conforming to IS 383, using fine and coarse aggregates combined gradation as per Table 600-3 of MORTH Specification 2013, mixed in a batching and mixing plant/ non tilting mixer and Weigh batcher as per approved mix design, admixtures, transporting to site, spreading, laying with approved make paver, compacted and finished in a continuous operation, finishing to lines and grades as directed by Engineer-in-charge and curing by curing compound /by providing cement vata in cement Mortar 1:8 @0.6m X 0.6m centre to centre, admeasuring 80 mm at bottom and 40 mm at top with depth of 75mm and maintaining the same throughout curing period by any other method approved by Engineer-in-charge. with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete.	54.00	CUM	8409.00	454086.00
15	Cutting transverse contraction joints 3 to 4 mm wide and depth 60mm. in concrete slab using concrete cutting machine with diamond studded saw within 48 hours of casting of bay / slab etc. complete including subsequent widening of the groove 8 to 10 mm. wide at top having depth of 15 mm. as directed by Engineer incharge.	187.00	RMT	79.00	14773.00

Sr. No.	Description of item	QTY.	UNIT	RATE	AMOUNT
16	Providing to contraction joints polysuphide sealent (Pouring grade) confirming to BS: 5212-1989 into sawed groove widened at top for sealent reservoir of specified size and shape as per detailed drawing including fixing Polyethylene foam backer rod of required diameter (approx. 25% larger than the initial 3 mm.to 4 mm. joint) overlaid with bond breaking tape as per detailed drawing. Item includes cleaning the joints with water jet / air compressor and allowing joint to become thoroughly dry before sealent is applied and applying primer. (A) Contraction and longitudinal joints (15 mm. deep x 8 mm.wide)	187.00	RMT	323.00	60401.00
17	Providing man days for attending minor rectification work arising with the existing material with T & P including asstt. to above. A. Mazdoor - Unskilled Heavy Male	5.00	Days	789.00	3945.00
18	Disposing of all Debris /all rejected material etc. lying at work site and depositing the same beyond M.S.E.D.C.L. premises to the area permissible including loading, unloading, transportation leads, lifts etc. complete as directed.	2.00	Trips	4298.00	8596.00
	<b>Sub Total Rs.</b>				<b>9,27,802.00</b>
	Add GST @ 18.00% (9.00% CGST + 9.00% SGST)				1,67,004.36
	Add 0.5% Insurance				4,639.01
	Provision for effecting payment Royalty charges for sand Royalty + surcharge (2%) + Distt. Mineral Foundation Cess (10%) = 211.95+4.23+21.19 = 237.37 Per Cumb). Agency will be paid royalty charges after submission of valid documents from Revenue authority preferably in original. (Provisional qty @ Rs. 237.37 per Cum)				10,000.00
	Provision for effecting payment Royalty charges for All Other Minerals = Royalty + surcharge (2%) = 211.95+4.23 = 216.18 per cum Agency will be paid royalty charges after submission of valid documents from Revenue authority preferably in original. (provisional qty @ Rs. 216.18 per Cum)				10,000.00
	<b>TOTAL (with G.S.T.) Rs.</b>				<b>11,19,445.37</b>
	<b>Say Rs.</b>				<b>11,19,445.00</b>

1. The quantities considered in the estimate are tentative/ provisional and maybe vary to any extent and some of the items may not be executed as per actual site conditions.
2. Agency should start execution of any item of works within jurisdiction / geographical area within 3 days from the receipt of written order from S.D.O. for particular site.

**GST as applicable will be deducted as per prevailing rule.**

Sd/-  
Executive Engineer (Civil)  
Civil Division, Kalyan

**MAHARAHSTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.  
CIVIL DIVISION KALYAN**

**Memorandum of Tender Declaration  
(Price Bid)  
Tender No.EEC/KYN/ T- 130/2023-24**

**NAME OF WORK: Construction of cement concrete road in the premises of 22 KV switching station, MIDC kharwai, Badlapur East Tal. Ambarnath Dist. Thane.**

**Estimate cost:   Rs. 9,27,802 /- excluding taxes.  
                              Rs. 11,19,445 /- including taxes.**

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

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

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

1.(In figures) \_\_\_\_\_ percent only

( In words \_\_\_\_\_ )

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

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

3.(In figures) \_\_\_\_\_ percent only

(In words)\_\_\_\_\_

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

NOTE :

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

Name of the Contractor / firm Address :

**Contractor's Signature, Date & Seal**

## LIST OF SERVICES

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

## Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price bid	Price Section	Civil Work General	Price Bid
2	Valid Registration	Technical Section	Civil Work General Services	Valid Registration in appropriate Class from P.W.D./CPWD/MES/ Railways or any other Govt. / Semi Govt. Depts
3	Partnership Deed	Technical Section	Civil Work General Services	Partnership Deed if firm is registered under Limited liability partnership (L.L.P.) if registered under Pvt. Ltd. or Limited company authorized documents of Director of Company
4	Work Experience	Technical Section	Civil Work General Services	Experience of having successfully completed similar work i.e. construction of cement concrete road with Govt./Semi Govt./ Public sector during last 7 years ending last date of month previous to th
5	Duly filled declaration	Commercial Section		Duly filled declaration on Rs. 500/- Stamp Paper
6	Copy GST Number Certificate	Commercial Section		Copy GST Number Certificate / application etc as per the rules of GST
7	Average annual financial turnover	Commercial Section		Average annual financial turnover from registered Chartered Accountant for last Three financial years, ending 31st March of previous financial year should be at least 30 % of the estimated cost.
8	Copy of Money Receipt of payment of EMD	Commercial Section		Copy of Money Receipt of payment of EMD in case of cash or DD; and 'Transaction Receipt' in case of on-line payment
9	Copy of PAN card issued by Commissioner of Income Tax and filed Income Tax return	Commercial Section		Copy of PAN card issued by Commissioner of Income Tax and filed Income Tax return of the previous financial year. Previous year will be interpreted as per I.T. Act.
10	A valid Solvency certificate	Commercial Section		A valid Solvency certificate from Nationalized/ Scheduled at 20% of the tender cost i.e. issued not earlier than 12 months on date of opening of tender