

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		07-06-2024 04:35:25
Tender Code	CEC/MSEBHCL/MUM/TECH/T-09-2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Dismantling & disposal of material of MSEBHCL's Staff quarter "Saudamani" Building located at CTS No. 11/47, LL College marg, Haji Ali Government Colony, Mahalaxmi, Mumbai- 400 034	
Estimated Cost (In Lakhs)		
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	2000	
GST In INR (@18% on Tender Fee: SAC No.	360	
Total Tender Fee Amount including GST in INR.	2360	
Contact	V R Chavan , 7506285363	
Pre-Qualifying Req	E-tender link :- https://etender.mahadiscom.in	
Budget Type	Revenue	
Scheme Code	NA	
Scheme Name	NA	
Department	Civil Department	
Office Type	DIVISION	
Location Type	Bandra CCM Division	
Designation	Executive Engineer(Civil)	
Pre-Bid Meeting Address	E-tender link :- https://etender.mahadiscom.in	
Bid Opening Address	E-tender link :- https://etender.mahadiscom.in	
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	08-06-2024 00:00	
Tender Sale End Date	21-06-2024 14:00	
Bid Start Date	08-06-2024 00:05	
Bid End Date	21-06-2024 14:30	
Pre-Bid Meeting Date		
Techno-Commercial Bid opening on	21-06-2024 14:35	
Price Bid opening on	Will be declared later	
Annexure C1 Opening Date	NA	

Winner Selection Date	21-06-2024 14:40
Can Bidder Opt EMD Exemption	N



CIN : U40100MH2005153649
 (Government of Maharashtra Undertaking)

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

Tender Specification No. CEC/MSEBHCL/MUM/TECH/T-09-2024-25

TENDER FOR

Name Of Work: - Dismantling & disposal of material of MSEBHCL's Staff quarter
 "Saudamani" Building located at CTS No. 11/47, LL College marg, Haji
 Ali Government Colony, Mahalaxmi, Mumbai- 400 034.

Tender submitted by M/s,

Tenders Sale period on website: From 08.06.2024 to 21.06.2024 Up to 14.00 Hrs.

Date of Submission on or Before: 21.06.2024 up to 14: 30 Hrs.

To be submitted On-line only on Web site : - www.mahadiscom.in

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

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

**Contact Person Name: Executive
 Engineer (Civil), HSBC, 4th Floor Fort,
 Mumbai-400001.
 TELEPHONE: 26474211
 EXTN : 2585/3785
 FAX : 2647 28 66
 Email id : eecebandra@gmail.com
 Mobile No. : 7506285363**

Price per copy – As per e-tender website

(Non-Refundable)

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

Name of work: - Dismantling & disposal of material of MSEBHCL's Staff quarter "Saudamani" Building located at CTS No. 11/47, LL College marg, Haji Ali Government Colony, Mahalaxmi, Mumbai- 400 034.

Check list

Sr. No.	Particulars	Comments of the Tenderer
1	Earnest Money Deposit Online Only- Please quote Online Invoice No. & Date (No exemption for tender fee & EMD will be given on NSIC, SSI & MSME, Un-Employed Engineer, Berojgar Sanstha certificates , etc agency has to pay compulsory tender fee & EMD, if unpaid it will be disqualified)	
2	Type of Concern : Whether the unit is Proprietary / Partnership / Private Ltd. or Limited Company, Please furnished the documentary evidence for the same.	
3	Valid Registration certificate of State / central Govt. Dept. in appropriate class. PWD/CPWD/MES/Railway, CIDCO/ BMC OR Valid registration/documents showing Specialized For Dismantling the Structures. (Please enclose a Scanned copy of original)	
4	Past Performance:- Experience of having successfully dismantled the multistoried buildings (05 & above).	
5	GST Registration. (Please enclose a Scanned copy of original)	
6	Pan Card (Please enclose a Scanned copy of original)	

Special Note :-

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

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

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

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

I N D E X


Name of work:- Dismantling & disposal of material of MSEBHCL's Staff quarter "Saudamani" Building located at CTS No. 11/47, LL College marg, Haji Ali Government Colony, Mahalaxmi, Mumbai- 400 034.

Tender Specification No. **CEC/MSEBHCL/MUM/TECH/T-09-2024-25**

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

Tender Notice



MSEB HOLDING COMPANY LTD

E- Tender Notice

The Undersigned invites e-Tender No. CEC/MSEBHCL/MUM/TECH/T-09 to 10/2024-25 from the eligible bidders for works under MSEBHCL Mumbai. The Tenders will be processed only in Electronic Tendering mode. The bid documents will be available on website from 08.06.2024. For further details & updates visit our Website www.mahadiscom.in, E-tender link <https://etender.mahadiscom.in>. Ph-022-22608383

PRO No. Dt. Chief Engineer (Civil).



ईनिविदासुचना-

मुख्य अभियंता (.स्था), एमएसईबीएचसीएल मुंबई, ई .निविदा क्र- CEC/MSEBHCL/MUM/TECH/T-09 to 10/2024-25 ला आमंत्रित करत आहेत विड कागदपत्रे 08.06.2024 पासून वेबसाइटवर उपलब्ध होतील . अधिक तपशीलासाठी आणि अद्यतनांसाठी आमच्या वेबसाइट www.mahadiscom.in, ई निविदा दुव्यास- <https://etender.mahadiscom.in> ला भेट द्या . Ph-022-22608383 पी-नं .ओ.आर. दि.

मुख्य अभियंता (स्थापत्य)

Chief Engineer (C),
MSEBHCL, Mumbai.

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

INSTRUCTIONS TO TENDERERS

Name Of Work: - Dismantling & disposal of material of MSEBHCL's Staff quarter "Saudamani" Building located at CTS No. 11/47, LL College marg, Haji Ali Government Colony, Mahalaxmi, Mumbai- 400 034.

Tender Specification No. **CEC/MSEBHCL/MUM/TECH/T-09-2024-25**

(ONLY THROUGH ELECTRONIC BIDDING SYSTEM)

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

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

2.0: NAME OF THE WORK:

Dismantling & disposal of material of MSEBHCL's Staff quarter "Saudamani" Building located at CTS No. 11/47, LL College marg, Haji Ali Government Colony, Mahalaxmi, Mumbai- 400 034.

3.0: BID PRICE: Please find separate page.

4.0: TIME LIMIT: 60 Days

5.0: EARNEST MONEY DEPOSIT: Rs.25,000/- to be pay online only. (No exemption for tender fee & EMD will be given on NSIC, SSI & MSME, Un-Employed Engineer, Berojgar Sanstha certificates , etc agency has to pay compulsory tender fee & EMD, if unpaid it will be disqualified).

6.0: PRE-QUALIFYING REQUIREMENTS

- a) The agency / Tenderer should have **valid registration** with State/central Government/ Semi Government department such as PWD/CPWD/MES/Railway/CIDCO & BMC, etc under appropriate class.

OR

Valid registration/documents showing Specialized For Dismantling the Structures.

(Please enclose a Scanned copy of original)

b) **Payment of tender cost and E.M.D.-** Cost to be pay-Online only. For online payment upload transaction receipt. (No exemption for tender fee & EMD will be given on NSIC, SSI & MSME, Un-Employed Engineer, Berojgar Sanstha certificates , etc agency has to pay compulsory tender fee & EMD, if unpaid it will be disqualified).

c) **Experience:-** Experience of having successfully dismantled the multistoried buildings (05 & above).

d) PAN CARD (Please enclose a Scanned copy of original)

e) GST registration (Please enclose a Scanned copy of original)

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

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

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

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

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

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

12.0 The Bidders not fulfilling the criteria of submission of the Tender documents as specified herein will be disqualified. The on-line purchase of Tender documents does not necessarily qualify the Bidders for acceptance of their BID.

13.0 For participation in the BIDs, online vendor registration is mandatory. For On line registration, agencies are requested to visit our Website to register themselves for this and future E-Tenders. Please contact 1) Safescrypt (T-91-044-22540770), 2) IDRBT (T-91-40-23534981), 3) NIC (T-91-011-24361133), 4) TCS (T-91-022-2024827), 5) (n)Code (T-91-79-4007300), 6)

(e)Mudhra (T-91-8043360000 All the Bidders are requested to get themselves registered in advance and no extension of time limit will be considered for the delay in on-line Vendor Registration.

14.0 BID Documents will neither be issued manually nor be sent by post or courier. Blank BID documents can be viewed and downloaded by registered intending Bidders online on website www.mahadiscom.in. From **08.06.2024 to 21.06.2024 Up to 14.00 Hrs.** after payment of non refundable BID fees **online**.

15.0 Pre-qualification bid and Price Bid duly filled in as per the procedure stipulated in the BID document and duly signed with digital signature will be received online on or before **21.06.2024 up to 14: 30 Hrs.** It is advisable to submit the duly signed BIDs sufficiently in advance of due date & time so as to avoid last minute trafficking at server. The pre-qualification BIDs will be opened **online at 15.00** hours on the same day, if possible. In case the above opening date happens to be a Public Holiday, the immediate next working day will hold good in lieu of the date mentioned. The price bid of those who fulfill the pre-qualification criteria shall be opened on the same day at **16.00** hours, if possible. **Please note that in no case the due date of sale and submission will be extended except the technical problems occurred in our web site. Please ensure your submission of bid well in time.**

16.0 BIDs shall be submitted only online and not in person. BIDs sent by post/courier will not be accepted. The BIDs will not be accepted after due date & time of submission. Further MSEDCL does not accept any responsibility for inability to use and/or for any delay in service provided by the site.

17.0 Only tenders of really competent contractors, who are known to have adequate resources and specified experience in this field, will be preferred and evaluated. Joint Venture / Consortium is not allowed in this tender.

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

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

20.0 Security Deposit: The successful tenderer shall pay the prescribed Security Deposit within 10 days of acceptance of his tender and issue of letter of intent through email to this office.

The contractor will have to pay Security Deposit, amounting to 10% of the value of the contract in the form of DD OR BG OR FDR or equivalent Govt. securities in favour of "M.S.E.B.H.C.L." The Security Deposit shall be refunded after satisfactory completion of entire work. **(FDR shall clearly mention name as M.S.E.B.H.C.L. on account of (agency's name) and bank shall not have any objection if we (MSEBHCL) in cash the FDR, NOC shall be submitted by Bank in that case. (Separate under taking attached)**

21.0 The successful tenderer will also have to execute an agreement with the Company in Company's standard Proforma. The cost of stamp paper shall be borne by the contractor.(The value of Stamp paper for agreement is Rs.100/-.

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

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

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

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

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

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

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

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

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

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

32.0 Contractor should produce the certificate regarding registration under Contract Labor Act 1970.

33.0 GST as per Govt. Circular will be applicable. Any variation regarding GST % calculation as per final decision of Competent Authority,

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

35.0 This "Instructions to Tenderers" shall form part of the contract.

36.0 Conditional tenders shall not be accepted in any case.

37.0 The contractor should note that in case the work is cancelled before starting the work for any reason after placement of work order, only E.M.D. / S.D. shall be refunded and no other claim in this respect shall entertained.

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

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

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

41.0 Tender document uploaded by the contractor shall be true and if any of tender document found to be forged at any stage of tendering; contractor/agency/ bidder/owner is solely responsible for this criminal practice and he is eligible for immediate blacklisting for 10 years, forfeiture of Security deposits / Additional performance securities/ Earnest Money Deposits, etc for this tender as well as all the other tenders/quotations of this office for which forged document(s) used. Also, contractor/agency/ bidder/owner is eligible for legal actions as per the court of law and MSEDCL's/MSEBHCL's standard practices towards document forgery case.

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

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

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

45.0 ADDITIONAL INFORMATION

1) Tenders which do not fulfill any or all of above conditions of are found incomplete in any respect are liable for rejection.

2) The Company does not bind itself to accept the **Highest** tender and reserves the right to reject any bid or any portion thereof without assigning any reason therefore or to spilt the contract either at the initials contract award stage or during the progress of work due to unsatisfactory work or progress of the contractor, as a result of such action on part of the company.

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

46.0 SCHEDULE OF PRICES

The bidder shall quote only one ' Item Rate' at which he should offer to carry out, the appropriate memorandum of tender page of the document and affix his seal and signature thereof and this page along with signature get scanned and submitted on-line.

2) If the quoted rates of two or more bidders are same, the work will be allotted as per Company's Rule.

3) The contractor has to pay GST AS APPLICABLE.

4) The Tenderer shall quote his Amount (in Rs.) in English or Marathi or Hindi, both in figures as well as in words in such a way that no interpretation or alternate interpretation possible at any stage.

5) No erasures or over-writing are permissible

Chief Engineer (C),
MSEBHCL, Mumbai.

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

CONTRACTORS PARTICULARS (To be uploaded compulsorily in Technical Bid)

Tender specification No. **CEC/MSEBHCL/MUM/TECH/T-09-2024-25**

Name of work: Dismantling & disposal of material of MSEBHCL's Staff quarter "Saudamani" Building located at CTS No. 11/47, LL College marg, Haji Ali Government Colony, Mahalaxmi, Mumbai- 400 034.

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

in Rs.

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

NOTE:

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

Signature & Sealed stamp of the Contractor

Place:

Date:

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

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

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

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

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

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

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

5. Scope of work :

The Scope of work covered under the present tender & contract is mainly dismantling & disposal of material of MSEBHCL's Staff quarter "Saudamani" Building located at CTS No. 11/47, LL College marg, Haji Ali Government Colony, Mahalaxmi, Mumbai- 400 034.

Further, it is to be noted that only the building is to be dismantled, excluding any type of electrical material like lights, fan, AC, water purifiers, etc and any type of furnitures, etc. It is to be

checked & verified before dismantling that the bare building is handed over for dismantling. The agency shall inform to the concerned site engineer regarding vacate position of the building before starting the work.

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

- i) Electric power and water supply in accordance with the special conditions of contract stated under clause No.5 & 06 of this tender booklet.

6.1 Time is essence of this contract. The work 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 6.3.

6.3 COMPENSATION FOR DELAY:

The time allowed for carrying out the works as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor.

In case of delay, the penalty deems to be fit and as decided by the competent authority shall be imposed.

Chief Engineer (C)
MSEBHCL, Mumbai.

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

TECHNICAL SPECIFICATIONS

A - GENERAL :

The works shall be executed as per specifications mentioned below wherever is applicable.

1.00 CO-ORDINATION :

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

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

2.00 BYE-LAWS :

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

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

3.00 EQUIPMENT, MATERIAL & WORKMANSHIP

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

4.00 CODES/STANDARDS:

The Entire dismantle shall be carried out as per latest.

- a) Fire safety regulations.
- b) National Building Code.
- c) Indian Bureau of Standards.

5.0 CONTRACTOR'S REPRESENTATIVE:

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

6.0 The contractor shall employ a competent, qualified, full time Supervisor to direct the work of dismantling in accordance with Govt. the rules & regulations. The Supervisor shall be available at all times on the site to receive instructions from the employer in the day to day activities throughout the duration of the contract. The supervisor shall co-relate the progress of the work in conjunction with all the relevant requirements of the local authority.

7.00 WORK AT SITE:

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

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

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

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

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

1200 The contractor and / or his authorized representative will attend all the meetings whenever called for and the decisions taken in the meeting will be binding on the contractor.

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

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

14.0 SAFETY CODES:- The Dismantling work shall be carried out as per the safety codes, standard rules & regulations by Govt. of Maharashtra Departments/BMC etc.

Chief Engineer (C)
MSEBHCL, Mumbai.

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

Special Conditions of contract

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

1. DEFINITIONS AND INTERPRETATIONS.

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

1. Scope of work:

Dismantling & disposal of material of MSEBHCL's Staff quarter "Saudamani" Building located at CTS No. 11/47, LL College marg, Haji Ali Government Colony, Mahalaxmi, Mumbai- 400 034.

- 2. Location of work: At CTS No. 11/47, LL College marg, Haji Ali Government Colony, Mahalaxmi, Mumbai- 400 034. It is suggested to all the interested bidders to visit the site before quoting their rates.**

- 3. Period of completion: The total period of work is 60 Days from the date of handing over the site which includes dismantling and disposal of each and every material and making the ground leveled and clean. Time limit shall be counted from the date of handing over of site to**

the contractor, it shall however be clearly understood that it may not be possible for the Company to hand over the entire site of the work to the contractor initially itself and the various parts of the site may be handed over in stages also, to suit Company requirements and convenience and the contractor shall be expected to adjust and plan his construction activities accordingly.

In case, the contractor does not start the work within 7(Seven) days from the date of written order of handing over of site to start the work, the said work shall be got executed through other agency at the risk and cost of the contractor without issuing any further notice, Conditions laid down in booklet for terms and conditions and contract for works is applicable for this contract.

4. Security Deposit :

- 1) The successful tenderer shall pay in the Office of the Chief Engineer (C), MSEBHCL, Mumbai the prescribed Security Deposit amounting to Ten (10%) Percent of contract value in the form of DD/F.D.R. /B.G. Failure to pay S.D, the contract is liable to be terminated by forfeiture of earnest money deposit paid by the agency. Note BG & FDR shall be of Nationalized bank only.
- 2) No interest will be payable by the Company to the Contractor on the Security Deposit, whether held in cash or otherwise.
- 3) The security deposit will be refunded after satisfactory completion of the work within the time limit & handing over the cleared site to engineer in charge.

5. Water Supply

The water shall be provided by MSEBHCL.

6. Electrical Energy

The electricity shall be provided by MSEBHCL.

7. Tools, Plants and Machinery:

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

8. Royalties etc.:-

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

9. Time is the essence of contract:

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

10. Working hours:

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

12. Suitability of Technical and Skilled Personal:

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

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

13. Security Regulations:

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

14. Subletting of Contract:

The contract or any part thereof shall not be assigned or sublet without the written permission of the Chief Engineer (Civil), 4th floor, HSBC, Fort, MSEBHCL, Mumbai-400001. In case such permission is granted, the responsibility for executing in the work according to the specification & within the stipulated time limit and adherence to all regulation and laws in force shall entirely rest with the main contractor.

15. Damage to works:

The works whether fully completed or incomplete, all the materials, machinery, plants, tools, temporary buildings and other things connected therewith shall remain at the risk and in the sole charge of the contractor until the complete work has been delivered to the Engineer in charge and till the completion certificate has been obtained from the Engineer in charge. Until such delivery of the completed work, the Contractor shall at his own cost take all precautions reasonably necessary, to keep all the aforesaid works, materials, machinery, plants, temporary buildings and other things connected therewith free from any loss or damage and in the event of the same or any part thereof being lost or damaged he shall forthwith reinstate and make good such loss or damage at his own cost.

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

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

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

16 Deposit Of Amount Of Work:

After receipt of the Work Order & this office will raise e-invoice; the agency shall submit amount of Work order(As per agency's quote) within 7 days, in the form of DD/Online transfer failing which the contract is liable to be terminated.

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

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

18. Instructions:

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

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

19. Reductions from contract price:

The amount of any costs, damages or expenses or other sums which under this or any other contract is payable by the Contractor to the Company may be deducted by the Company from any money due or becoming due by the Company to the contractor under the same or any other

contract, without prejudice to the Company's rights to recover the same by ordinary progress of law.

20. Certificate not to effect rights of the Company or Contractor's obligations:

No certificate of the Engineer in charge nor any sum paid on account by the Company nor any extension of time for the works shall affect or prejudice the Contractor's obligations for the due performance of the contract or be interpreted as approval of the work done or of the materials supplied and no certificate shall create liability on the Company to pay for alterations, amendments, variations or additional work not ordered in writing by the Engineer in charge or discharge the liability of the contractor of the payment of damages whether due, ascertained or certified or not or any sum against the payment of which he is bound to indemnify the Company nor shall any sum paid on account or otherwise affect or prejudice the obligations of the contractors to the Company.

21. Non exercise of rights and contractor's liability:

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

22 Power to vary or omit work:

No alterations, amendments, omissions, additions, suspension or variations of the work (therein after referred to as "variations") under the contract as shown by the approved contract drawings or the specifications shall be made by the contractor except as directed in writing by the Engineer in charge but the Engineer in charge shall have full powers and subject to special condition herein, from time to time during the execution of contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract and the Contractor shall carry out such variations and be bound by the same conditions as far as applicable as though the said variations occupied in the specifications. If any suggested variations would in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations, or guarantee under the contract, he shall notify the Engineer thereof in writing, and the Engineer shall decide forthwith whether or not the same shall be carried out and if the Engineer confirms his instructions, the contractor's obligations and guarantees shall be modified to such extent as may be justified. The difference of cost, if any, occasioned by any such variations, shall be added to or deducted from the contract price as the case may require. The amount of such difference, if any shall be ascertained and determined in accordance with rates specified in the Schedule of prices, so far as the same may be applicable and where the rates are not contained in the said Schedules or are not applicable, they shall be settled by the Engineer in charge and Contractor jointly.

In any case in which the contractor has received instructions from the Engineer in charge as to carrying out the work, which either then or later will, in the opinion of the contractor involve a claim for an additional payment, the contractor shall as soon as reasonably possible

after the receipt of the instructions of aforesaid, advise the Engineer in charge to that effect in writing and in any case within a month of receipt of such instructions.

23. Contract and Labour Act:

The contractor shall abide himself and fulfill all obligations enforceable under Enforcement of contract labour (Regulation and Abolition) Act 1970 and absolve the Company entirely. In case the contractor has not fulfilled all the obligations under this contract at the time of tendering, his tender is not likely to be considered. Even after award of the contract, at any stage it is observed that any of his obligations under the act are not fulfilled, in addition to the action being taken in accordance with the provisions of the act, the contract may be cancelled and deemed as having been abandoned by the contractor and action taken suitably in accordance with the terms of the contract.

LAWS AND REGULATIONS

1) The contract or any part thereof shall not be sublet without the written permission of the Chief Engineer In respect of letting out of work in terms of labour / Job contract, if any, it shall however be the sole responsibility of the main contractor to guard that none of the requirements of "The Maharashtra Contract Labour (Regulation and Abolition) Act and Rules (1971)" or "The Minimum wages Act" get infringed. The Contractor shall save the Company harmless in respect of any actions brought by Government against the Company in this respect.

2) The Contractor shall register himself and submit the certificate regarding his registration under contract labour Act. To the Engineer In Charge. When so called for.

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

24. Arbitration clause:

This clause is not applicable to this contract.

25. Inspection:

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

26. Damage to the other structures and labours:

The contractor shall be totally held responsible for any loss or damages, caused by any act of the contractors labour or his sub-contractors labour or his sub-contractor's labour to the existing structures or any other structures or plant that may be under construction / erection by any other agency at this site, during the entire period covered by this contract along with time extension if any.

In such cases, the amount in respect of loss or damage, as decided by the Company which shall be considering as final and binding in the contract, shall stand recoverable from any payment due to

the contractor in this or any other contract between the Company and the Contractor. It shall also be considered rightful for the Company to attach any bank guarantees, dues on this and other contractors and balance payments for enabling the Company to recover full extend of such amount. The contractor shall be responsible for loss, damage or depreciation to the plant / building until the site is taken over by the company.

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

The contractor must ensure strict adherence to all the safety regulations of MSEDCL/MSEBHCL. and should execute every job with due care and caution and strictly observe all the recognized safe practices in doing the job. Whatever equipment the contractor might bring in the premises, in pursuance of execution of his job such as scaffolding materials, ladders, etc., must be strong, rigid and safe for his employees to stand on, climb and work. Personal protective equipment such as safety belts and other equipments as found necessary for protection of life and limbs of Contractors employees will have to be provided by Contractor or his Supervisor, this will be considered as a serious violation of the main contract terms and will be dealt with by MSEDCL/MSEBHCL in the manner laid down for serious violation of such terms. It would be open for the MSEDCL/MSEBHCL. to terminate all future contracts with any contractor who has been violating this safety clause three times in a year.

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

28. EXTENTION OF TIME:

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

29. ACTION IN THE CASE OF DEFAULT BY CONTRACTOR

In any case in which any of the powers conferred upon the Chief Engineer by clauses 4&5 hereof shall have become exercisable and the same shall not have been exercised the non exercise thereof shall not constitute a waive of any of the conditions hereof and such powers shall notwithstanding be exercisable in any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole security deposit and the liability of the contract for past and future compensation shall remain unaffected. In the event of the Chief Engineer taking action under sub-clauses (a) or (c) of clause 4, he may, if he so desire, take possession of all or any tools, plant, materials and stores, in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended to be used 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 Chief Engineer or Executive Engineer may be notice in writing to the contractor of his clerk works, foreman or other authorized agent required him remove such tools, plant materials or stores from the premises within a time to be specified in such notice, and if the contractor failing to comply with any such requisition, the decision of the Chief Engineer (Civil), MSEBHCL as to the expenses of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

32. TIME LIMIT FOR COMPENSATION CLAIMS:-

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

33.0 INSURANCE

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

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

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

(a) Third party liability

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

Workmen's Compensation insurance full cover.

- 33.2.** The limits stated above shall not mean to limit or dilute the contractor's liability to make good the paid by the Contractor from his own funds. The contractor in his own interest is therefore advised to insure against all eventualities including third party property damage full cover. The insurance agency shall be preferably the Maharashtra Government Insurance Fun, Insurance with other agencies will be acceptable only with the prior written approval of an officer of the Company not below the rank of Supdt. Engineer.
- 33.3.** The insurance shall be at the sole cost of the contractor (and he is deemed to have allowed for this expenditure in his quoted percentage over rates for the various items under Schedule "B") and all formalities for taking out the above stated insurance shall be completed by the Contractor and all documents in support thereof shall be submitted by the contractor to the Executive Engineer - in-charge, before the commencement of the work.
- 33.4.** In the event of occurrence of an accident (the contractor shall take all actions to assess and lodge the claim with the Insurance Agency and take all follow up actions thereafter till settlement, keeping the Chief Engineer Or Executive Engineer-in-charge informed of all developments from time to time. The contractor shall be held liable for noncompliance of any of the prescribed procedures in lodging of the claim, payment of premia, etc and in such an event the contractor shall have to make good and pay all damages and claims from his own funds.
- 33.5.** If the contractor shall fail to insure and keep in force the insurances referred to in para 21.1 above or any other insurances which he may be required to effect under the terms of the contract, then and in such case, the Engineer-in-charge may at his option effect and keep in force any such insurance and pay such premium or premier as may be necessary for that purpose and from time to time deduct such expenditure (with 15% extra towards Companies overheads) from the monies due to or may become due to the contractor or from the contractor's deposits with the Company under this contract or any other contract, or recover the same as a debt due from the contractor. Provided further that the liability of the contractor in terms of various other clauses under the contract may continue to be in force and Companies right to recover from the contractor directly, the costs towards any loss, damage etc. remain unchanged, irrespective of whether the Company has effected the insurance or not. Also provided further that non-insurance by the Company in terms of this clause shall not in any manner affect the liability of the contractor in terms of any other clauses under the contract.
- 33.6.** All formalities towards insurance shall be completed by the contractor before commencement of the work. Copies of the insurance papers in duplicate along with the original set of papers shall be submitted by the contractor to the Executive Engineer-in-charge for verification and record. The original paper may be returned to the contractor after verification. The Companies not bound to pay neither is the contractor eligible to receive any payment due or otherwise from Company under the contract till all formalities in respect of Insurance are completed by him.
- 33.7.** In case the work covered under this specification is split up into two or more parts and awarded to two or more tenderers, the liability of such contractor under this insurance clause shall not be proportionately diluted, but will be applicable in its entirety for each contract.

34.0 NEGLIGENCE

If in the opinion of the Company, the Contractor

- (a) Neglects to execute the work with diligence and expedition or refuses or neglects to comply with any reasonable orders given to him in writing by the Engineer-in-charge in connection with the work, or contravenes the provisions of the contract, the Company may give a 7 days notice in writing to the contractor to make good such neglect, failure or contravention and if the contractor fails to do so within the time reasonable necessary for making it good.
- (b) Fails to properly execute the work or any part of the work due to either gross negligence or deficiency in technical skill including but not limited to the provisions of latest tools, tackles and qualified technical personnel and which in the opinion of the Company is likely to result or has resulted in sub-standard work or loss thereof, then and in such case the Company shall be at liberty to employ other workmen after giving a seven days notice in writing and thereafter perform such work as the contractor may have neglected to do or if the Company so desires to take the work wholly or in part out of the contractor's hands and execute departmentally or recontract with any other agency or provide any materials, tools, tackle or labour for the purpose of completing the work or any part thereof and in that event the Company shall, be entitled to retain and apply any balance which may be otherwise due on the contract by the Company to the contractor or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

35.0 SHORT CLOSURE OF CONTRACT :

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

36. TERMINATION OF CONTRACT :

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

37.0 SAFETY PRECAUTIONS:

- 1) The agency shall inform to office of Addl.EE Civil, CCCM Sub-Dn. BKC Bandra Mumbai before starting the work the method to be used for dismantling the said building.
- 2) It is the responsibility of the agency to ensure that there is no objection to the local authorities regarding use of method of dismantling.

- 3) The agency shall have to take all preventive measures to avoid any type of mishap, especially any accidents or casualties.
- 4) For any mishap at the work site after handing over the site, the agency will be sole responsible and compensation if any shall be payable by the agency only.
- 5) All the precautions shall be taken regarding disposal of material and cleaning the site.

Chief Engineer (C)
MSEBHCL, Mumbai.

Please Note:

- 1) The value of Stamp paper for agreement is Rs.100/-.
- 2) The work will be executed through office of The Executive Engineer (Civil), Civil Division, 4 th Floor, HSBC, Fort, Mumbai-400001 therefore agreement will be done between MSEBHCL and the L1 contractor by The Executive Engineer (Civil), Civil Division, 4 th Floor, HSBC, Fort, Mumbai-400001.

(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 Board Holding 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 Executive Engineer (Civil) Maharashtra State Electricity Board Holding 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 Board Holding 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 Board Holding 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 Board Holding Company Limited whichever is later.

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

1.

2.

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

Signature and Delivered by duly constitute attorney

For and on behalf of the contractor, in the presence

Of _____

1.

2.

Signed and delivered by

1.

2.

Maharashtra State Electricity Board Holding Company Limited

And on behalf of Maharashtra State Electricity Board Holding Company Limited

In the pre presence of

1.

2.

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

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

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

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

Signature

(Owner/ Director/Propritor/Designation)

Seal of the co.

Date:



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

Memorandum of Tender Declaration (Price Bid)

Tender Specification No. CEC/MSEBHCL/MUM/TECH/T-09-2024-25

TENDER FOR

Name Of Work: Dismantling & disposal of material of MSEBHCL's Staff quarter "Saudamani" Building located at CTS No. 11/47, LL College marg, Haji Ali Government Colony, Mahalaxmi, Mumbai- 400 034.

I / We hereby declare that I/We have made myself/ourselves thoroughly conversant with the local conditions regarding all the dismantling structures/materials, formalities and labour, transportation and time limit on which my / our rates for the work are based. The governing conditions of contract involved have been carefully studied and understood by me/us before submitting this tender. I/ We also undertake to use only the best safest method for dismantling as approved by the Chief Engineer(C), MSEBHCL and abide by his timely decisions.

I/ We have also gone through and apprised myself/ we of the scope of the work as mentioned in this booklet.

I/ We hereby tender for the execution of the work at a UNIFORM ITEM RATE

Rs...../-

(In words _____)

Note:

1. The Amount shall be filled in both words and figures, correction, if any, unavoidable shall be crossed out, rewritten, and signed in full, before submission of the tender.
2. The name of the contractor signing the tender shall be written down along with his address.

Name of the Contractor	
Firm Address:	
Contractor's Signature	
Date & Seal Stamp	

CONSENT LETTER (On Bidders Letter Head)

Note :-The successful bidder shall have to submit the below consent letter in the format given with Security Deposits & Additional Performance Security Deposit as per tender terms and conditions.

To,
Bank name & address,

Sub: Consent letter for encashment of Security Deposit & Additional Performance Security Deposit in the form of Fixed Deposit Receipts.

Ref: 1. Tender No.....
2. Letter of Intent No.....
2. FDR No.....

Respected Sir,

In connection to the above subject, security deposit submitted in form of FDR Rs..... Drawn on your bank on account of (name of contractor) in favour of MSEBHCL as per terms and conditions of letter of intent for the work ofawarded to us vide letter at ref (2) above. According as per the terms and conditions of tender document ref(01), the forfeiture of security deposit actions initiated by the company due to breach of contract/termination of contract or any dispute arises between contractor and company.

I hereby giving my consent for encashment of FDR and proceeds the encashment amount into the bank account of MSEBHCL as per details given below on production of this letter;

Name of beneficiary	:	MSEB Holding Company Limited
Bank	:	Bank of India, Large Corp. branch Mumbai
Current A/c No	:	016020110000290
IFSC Code	:	BKID0000160

Thanking you,

Yours faithfully,

(Contractor seal & signature)

Name of firm/company/Contractor:

Designation of signing Authority:-

Address:-

LIST OF SERVICES

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

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price Bid Document	Price Section	Civil Work General	Price Bid Document
2	Tender booklet for acceptance of Terms and conditions	Technical Section	Civil Work General	Tender booklet for acceptance of Terms and conditions
3	Valid Registration certificate of State / central Govt. Dept. in appropriate class. PWD/CPWD/MES/Rai	Technical Section	Civil Work General Services	Valid Registration certificate of State / central Govt. Dept. in appropriate class. PWD/CPWD/MES/Railway, CIDCO/ BMC OR Valid registration/documents showing Specialized For Dismantling the Structures.
4	Past Performance:- 1) Experience of having successfully dismantled the multistoried buildings (05 &	Technical Section	Civil Work General Services	Past Performance:- 1) Experience of having successfully dismantled the multistoried buildings (05 & above).
5	Contractors particulars	Technical Section	Civil Work General	Contractors particulars
6	Type of Concern : Whether the unit is Proprietary / Partnership / Private Ltd. or Limited Company, P	Technical Section	Civil Work General Services	Type of Concern : Whether the unit is Proprietary / Partnership / Private Ltd. or Limited Company, Please furnished the documentary evidence for the
7	Pan Card (Please enclose a Scanned copy of original)	Commercial Section		Pan Card (Please enclose a Scanned copy of original)
8	Earnest Money Deposit Online Only- Please quote Online Invoice No. & Date (No exemption for tender f	Commercial Section		Earnest Money Deposit Online Only- Please quote Online Invoice No. & Date (No exemption for tender fee & EMD will be given on NSIC, SSI & MSME, Un-Employed Engineer, Berojgar Sanstha certificates , et
9	GST Registration. (Please enclose a Scanned copy of original)	Commercial Section		GST Registration. (Please enclose a Scanned copy of original)