

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		21-08-2024 02:13:18
Tender Code	SEC/NGP/e-T-47/2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Supplying of Highback and Midback chairs at Conference hall Circle office, Zone office Waiting Room, IT Section and Amravati Civil Subdivision office at Vidyut Bhavan, Amravati.Tq. Dist. Amravati..	
Estimated Cost (In Lakhs)	1.9	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	500	
GST In INR (@18% on Tender Fee: SAC No.	90	
Total Tender Fee Amount including GST in INR.	590	
Contact	Sameer D Garmade , 7875760540 ,secnagpur22@gmail.com	
Pre-Qualifying Req	As per Tender Document	
Budget Type	Capex	
Scheme Code	0	
Scheme Name	Scheme not applicable	
Department	Civil Department	
Office Type	CIRCLE	
Location Type	Nagpur CCCM Circle	
Designation	Executive Engineer(Civil)	
Pre-Bid Meeting Address	SUPERINTENDING ENGINEER (C) Civil Construction cum Maintenance Circle, 2nd Floor Vidyut Bhavan Katol Road MSEDCL, Nagpur 440013	
Bid Opening Address	SUPERINTENDING ENGINEER (C) Civil Construction cum Maintenance Circle, 2nd Floor Vidyut Bhavan Katol Road MSEDCL, Nagpur 440013	
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	21-08-2024 14:20	
Tender Sale End Date	27-08-2024 23:55	
Bid Start Date	21-08-2024 14:25	

Bid End Date	28-08-2024 13:00
Pre-Bid Meeting Date	
Techno-Commercial Bid opening on	28-08-2024 14:00
Price Bid opening on	Will be declared later
Annexure C1 Opening Date	NA
Winner Selection Date	Will be declared later
Can Bidder Opt EMD Exemption	Y



MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

TENDER SPECIFICATION NO. SEC/NGP/e-T-47/2024-25

ESTIMATED COST Rs. 1,90,920/- (*Excluding GST*)

TENDER FOR

**Supplying of Highback and Midback chairs at Conference hall Circle office,
Zone office Waiting Room, IT Section and Amravati Civil Subdivision office at
Vidyut Bhavan, Amravati.Tq. Dist. Amravati..**

e-TENDER SUBMITTED BY

M/s_____

Earnest Money Deposit: 2000/-

Date of sale opening: 21.08.2024

Date of sale closing: 27.08.2024

Due date of Submission 28.08.2024 up to 13.00 hrs.

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

**SUPERINTENDING ENGINEER (C)
Civil Construction cum Maintenance Circle,
2nd Floor Vidyut Bhavan Katol Road
MSDCL, Nagpur 440013**

PRICE PER COPY- Rs. 590/- (Including 18%GST)



MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

Civil Construction Cum Maintenance Circle, Nagpur

Tender No. : SEC/NGP/e-T-47/2024-25

**Tender for the Work of: Supplying of Highback and Midback chairs at Conference hall
Circle office, Zone office Waiting Room, IT Section and Amravati Civil Subdivision office at
Vidyut Bhavan, Amravati.Tq. Dist. Amravati.**

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



e-TENDER NOTICE

Percentage rate e-Tenders are invited (Pre- qualification bid and Price bid) for carrying out the work as mentioned below, through electronic bidding system (E-BID) by the Superintending Engineer (C) CCCM Circle, Nagpur from **reputed, experienced and registered contractor/Dealer/Supplier**, registered under appropriate class with Central or State Government Department and who are registered under MSEDCL online registration system for works and contracts and who fulfill the pre-qualifying conditions. The pre-qualification bid and price bid shall be uploaded separately. The price bid of contractors who fulfills the pre-qualification conditions shall only be opened.

e-Tender details are available at our web site **www.mahadiscom.in** from **21.08.2024 to 27.08.2024** and submit the tenders duly online filled in, latest by **28.08.2024 up to 13.00 Hrs.**, before uploading e-tenders, **please pay e-tender fee Online ONLY**

Contact person Executive. Engineer Admn. (C) CCCM Circle Nagpur

e-Tender No.	Name of Work	Estimated cost (Rs.)	Tender cost (non refundable)	Earnest Money Deposit (EMD)
SEC/NGP/e-T-47/2024-25	Supplying of Highback and Midback chairs at Conference hall Circle office, Zone office Waiting Room, IT Section and Amravati Civil Subdivision office at Vidyut Bhavan, Amravati.Tq. Dist. Amravati	Rs. 1,90,920/- (Excluding GST)	Rs. 590/- (Rs. 500/- + 18% GST)	Rs. 2000/-

Interested bidders shall download the document after paying Tender fee and E.M.D. as mentioned above along with submission of all the required copies of prequalifying document duly digitally signed and mentioning Receipt Nos & date at appropriate place in technical bid and upload Memorandum of Declaration under price bid well in advance before the due date & time of submission of e-tender.

**Superintending Engineer(C)
CCCM Circle MSEDCL Nagpur**

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD
CIVIL CONSTRUCTION CUM MAINTENANCE CIRCLE, NAGPUR.

PRE-QUALIFYING DOCUMENTS

The Technical and Commercial Bid (i.e. Techno-Commercial Bid)
Shall Contain The Following Documents.

1. Valid registration certificate for **Shop and Establishment** from the concern organization
2. The Agency / Tenderer/Dealer should have **valid certificate of authorized dealership and shop act.**
3. Certificate of Registration under Provident Fund act 1952
4. Partnership deed (in case of partnership firm).
5. Receipt of **EMD Paid.** (Upload the transaction receipt in case of online payment).
6. PAN Card.
7. Last Three financial years Income Tax Return filed.
8. Latest/Last Year's Positive Net Worth Certificate
9. Registration certificate of Goods and Service Tax, if applicable. If not, undertaking stating that GST registration is not applicable.

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

Note: - I) In case any of the above documents are expired the necessary **proof of renewal i.e.**

Challans/receipts shall be uploaded, failing which it will be treated as '**not submitted**'.

II) TENDERS WITHOUT EARNEST MONEY DEPOSIT SHALL SUMMARILY BE REJECTED

Superintending Engineer (C)
CCCM Circle, MSEDCL Nagpur

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD
CIVIL CONSTRUCTION CUM MAINTENANCE CIRCLE, NAGPUR.

INSTRUCTIONS TO TENDERERS

1. GENERAL

- 1) Percentage rate tenders in two bids system are invited from contractors registered under appropriate class with Govt./Semi-Govt. Department and MSEDCL who have executed similar nature of work as per prequalifying conditions.
- 2) Tender is to be filled online in prescribed format obtained from website www.works.mahadiscom.in/eTender/etender. Tenderer will have to pay tender cost and E.M.D. in the form of cash / DD in favour of Superintending Engineer (Civil), MSEDCL, Nagpur & submit money receipt online.
- 3) Only tenders of competent Contractors, who satisfy the pre-qualifying conditions as mentioned in technical bid and who are known to have adequate resources and specified experience in this field and scope of the work will be considered.
- 4) Tenders, once submitted, shall remain open for acceptance for a period of 120 days from the date on which they are due for submission and during this period no tenderer shall be allowed to withdraw his tender. Any such withdrawal during the said period will entitle for forfeiture of the earnest money deposited by the tenderer. Any tender with stipulations that the offer would be valid for any limited period less than 120 days is liable to be rejected.

2. EARNEST MONEY DEPOSIT (EMD)

- 1) The prescribed Earnest money is to be submitted **ONLINE ONLY**.
- 2) The demand draft shall have to be drawn in favour of the '**Superintending Engineer (Civil), MSEDCL, Nagpur**' on any of the scheduled Bank/ Nationalized Bank and made payable at par. Money receipt issued against D.D. shall be preserved by the tenderer and shall have to be surrendered to the Company along with application for refund of earnest money when becoming due. Money receipt obtained against **online payment of tender cost & EMD are to be scanned & uploaded**.
- 3) Tenders without Earnest money in any of the above forms will summarily be rejected.
- 4) The Earnest money deposit will be forfeited by the Company in case the successful tenderers after his/their tender has been accepted shall refuse to pay the prescribed security deposit and / or fail to sign and complete the contract agreement, within the prescribed time there so far.

3. SCHEDULE OF PRICES

- 1) Schedule of quantities with specific rates is included in the tender document. It shall be definitely understood that the quantities indicated are only tentative and are liable to alternations by omissions, deductions or additions at the discretion of the Superintending Engineer(C), CCCM Circle, Nagpur or his representative as put forth in the conditions of contract.
- 2) The rates referred for individual items of Schedule 'B' include cost of all materials, labour, plant, equipment, temporary works, tools, getting out, supervision transport, excise duties, royalties, Octroi and any local taxes or levies payable on all transactions, insurance and everything necessary for due completion and proper performance of all works under this contract.
- 3) The rates for various items shall be also deemed inclusive of all royalties payable on boulders, stone metal, natural sand, excavated material in company own source or imported from elsewhere.

- 4) The tenderer shall quote only one uniform percentage above / below / at par at which he should offer to carry out in the appropriate memorandum of tender page of the document and affix his seal and signature thereof and this page along with signature get scanned and submitted on-line.
- 5) The quoted percentages, rates shall remain valid even if the work under the scope of this tender is split into two or more part and awarded to two or more tenderers.
- 6) For this individual work, a separate record of service tax should be maintained by them. On production of documentary evidence of payment of Service tax, the contractor shall be reimbursed the service tax paid by them by MSEDCL. The claim for Service Tax is to be made within three months after the payment of the bills to the contractor. The contractor shall be alert to pay the tax for this individual work within specified period of three months, failing which the claim for reimbursement of tax shall not be considered.

4. TIME LIMIT

- 1) The overall time allowed for completion of the work is **01 (One) Calendar Months**. Time limit shall be counted from the date of handing over of site to the contractor, it shall however be clearly understood that it may not be possible for the Company to hand over the entire site of the work to the contractor initially itself and the various parts of the site may be handed over in stages also, to suit Company requirements and convenience and the contractor shall be expected to adjust and plan his construction activities accordingly. It shall also be explicitly understood that the contractor shall have to execute and complete the works under contract in stages in accordance with the completion programme, approved and intimated to him by the Engineer in Charge during the course of the contract and hand over to the Company the completed works in accordance with such programme.
- 2) It may be clearly understood that the contractor shall be bound to complete and hand over to the Company any works and structures that may be required by the Company earlier than the period indicated in the said program without any extra expenditure to the company.
- 3) In case, the contractor does not start the work within 7 (Seven) days from the date of written order of S.D.O. to start the work, the said work shall be got executed through other agency at the risk and cost of the contractor without issuing any further notice.

5. SUBMISSION OF TENDER

- 1) *The tender is to be submitted in two separate bids, online.*
 - i. Technical and commercial Bid with required prequalifying documents.
 - ii. Price bid in memorandum of tender should be filled up, signed with seal and the signed copy should be scanned and uploaded/submitted online.
- 2) The tenderer shall visit the site of work and see for him the site conditions regarding approaches, materials, water supply, labour etc. and all other matters affecting the work before filling in the percentage.
- 3) The rates in the schedules are for finished work, complete in every respect and shall include charges involved in maintenance of work for the period stipulated elsewhere in this tender specification.
- 4) Doubts, if any, regarding the interpretation of any of the clauses or specifications shall be got clarified from **the Superintending Engineer (C), CCCM Circle, Nagpur** in writing where necessary, by the tenderers before submission of their tenders. Submission of a tender by a tenderer implies that he has read these instructions and has made himself, aware of the scope and nature of the work, the specifications, the conditions of contract etc. and the Company will not therefore pay any extra charges on any account in case the contractor finds later on to have misjudged the site conditions or specifications.
- 5) The Tenderer shall quote his percentage in English or Marathi or Hindi, both in figures as well in words in such a way that no interpretation or alternate interpretation possible at any stage.
- 6) All corrections and alterations in the entries in the tender papers shall be signed in full by the Tenderer with date and preferably rubber stamp/ seal.
- 7) No erasures of over-writing are permissible.

6. SECURITY DEPOSIT

- 1) Within 07 days from the date of issue of Letter of Intent (LOI), the successful tenderer shall pay, in the Office of the **Superintending Engineer (C), CCCM Circle, Nagpur**, the prescribed Security Deposit amounting to **Ten percent (10%) of contract value** in the form of F.D.R, Failure to pay S.D shall lead to forfeiture of earnest money deposit paid by the Agency.
- 2) **Alternatively**, if the contractor so desires, the security deposit can be made in the following manner.
 - i. Initial deposit equivalent to **Five percent (5%)** of the contract value shall be paid in the form of FDR drawn **ONLY on any nationalized Bank** in favour of the Superintending Engineer (C), CCCM. Circle, MSEDCL, Nagpur.
 - ii. The balance **Five percent (5%)** amount of the Security Deposit shall be recovered by way of deductions from the **first** two successive R.A. bills.
 - iii. When the Security Deposit is recovered in the form of cash exceeds Rs. 50, 000/- the same may be released to the contractor on his submission of a Fixed Deposit Receipt for like amount on any of the Nationalized Banks, pledged, and discharged in favour of the Company. Interest accrued, if any, on such FDR would however be passed on to the contractor on maturity of the FDR along with the refund of the Deposit.
- 3) No interest will be payable by the Company to the Contractor on the Security Deposit, whether held in cash or otherwise.
- 4) On satisfactory completion of the said work, and preparation of the final bill under the contract, should the position of final bill be found positive on audit at Circle level and amount become payable to the contractor to extent of five (5) percent of the contract value, or more, security deposit to the extent of 50% shall be refunded to the contractor immediately by the Engineer-in-Charge. However, refund of the part of the security deposit shall not relieve the contractor in any manner from its obligations and liabilities to make good any defect in perfection, repairs, etc. during the maintenance period, specified under the contract. The balance security deposit shall be refunded after expiry of the maintenance period and settlement of the account of the final bill whichever is later.
- 5) **Additional Security Deposit (if applicable any), will be levied as per prevailing norms.**

7. WRITTEN AGREEMENT

Within one month from the date of receipt of the work order, the contractor shall have to enter into a written agreement with the Company for proper performance of the contract in the approved proforma. Until such an agreement is executed the Company will not be liable to pay nor shall the contractor be entitled to claim amounts due or payable if any, under the contract. The cost of necessary judicial stamp paper of Rs. 200/- for the agreement shall be borne by the contractor.

8. LAWS AND REGULATIONS

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

- 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.

9. INCOME TAX AT SOURCE

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

10. GOODS AND SERVICE TAX (GST)

Goods and Service tax (GST) will be applicable as per Government norms.

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

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

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

12. ADDITIONAL INFORMATION

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

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

**Superintending Engineer (C)
CCCM Circle, Nagpur**

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
CIVIL CONSTRUCTION CUM MAINTENANCE CIRCLE, NAGPUR.
CONDITIONS OF TENDERING

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

1) **TECHNICAL AND COMMERCIAL BID**

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

2) **PRICE BID**

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

3) **OPENING OF TECHNO-COMMERCIAL BID & PRICE BID**

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

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

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

5) **Validity of E.M.D.**

EMD shall be initially valid for a period of four (4) months from the date of opening of TECHNICAL BID. E.M.D. of the successful bidder shall be returned once both the parties sign the contract and provided the successful bidder furnish the security deposit.

The Earnest Money Deposit may be forfeited

- a) If a bidder withdraws his bid during the period of bid validity specified by the owner i.e. 4 months after opening of **price bid OR**
- b) In the case of the successful bidder, if the bidder fails to furnish security deposit, within the prescribed time, thereof.
- 6) No interest shall be payable by the company on the E.M.D./Security Deposit furnished by the bidder.

- 7) The tender shall remain valid for **Four (4)** month from the date of opening of the **PRICE BID**. The owner as non-responsive may reject a bid valid for a shorter period.
- 8) The tenderer will have to quote appropriate percentage both in figures as well as in words at the end of Schedule 'B' at the appropriate place as detailed in the enclosed Schedule of Items. In case of discrepancy between description in words and figures, the description in words shall prevail.
- 9) All corrections in the documents should be signed by the tenderer before submission of the tender.
- 10) Each page of the tender documents must be signed by the tenderer. All rates and prices quoted shall be in ink only.
- 11) The tenderer may sign the tender in English or in any Indian language. The tenderer shall exercise only one option among the three offered to quote his price bid and in case of any deviation the tender would be rejected.
- 12) Canvassing in any form is strictly prohibited and any tenderer found to have resorted to canvassing shall be liable to have his tender rejected summarily.
- 13) In the event of the tender being submitted by a partnership firm, it must be signed by an authorized partner or in the event of absence of any partner it must be signed by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced along with the tender. Only authorized person/persons who produce certificate of authorization will be permitted to take part at the time of opening TECHNO-COMMERCIAL BID / PRICE BID.
- 14) Intending tenderer should note that he will have to work simultaneously with several other Contractors/Agencies already entrusted with other works or with contractors to be entrusted with other works in future on the same site. The contractor will have to work in close cooperation with all contractors engaged in this Project.
- 15) Tenders that do not fulfill any of the above conditions or are otherwise incomplete may be liable to rejection.
- 16) Acceptance of the tender will rest with Maharashtra State Electricity Distribution Co. Ltd. who does 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.
- 17) Time is the essence of this contract. The works listed in schedule-B and covered under the scope of work shall be completed within the time schedule given.
- 18) The successful tenderer shall within seven days of receipt of intimation in writing to the effect that his tender has been accepted (Viz. Letter of intent) shall deposit **Ten (10) percent of the contract value as security deposit** in the form of D.D./FDR/Bank Guarantee in Company's approved Performa.
- 19) Minimum Wages norms shall be followed strictly.

Superintending Engineer (Civil)
CCCM Circle, Nagpur

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
CIVIL CONSTRUCTION CUM MAINTENANCE CIRCLE, NAGPUR.**

SPECIAL CONDITIONS OF CONTRACT

1) GENERAL :

These special conditions of contract supplement the Instructions to Tenderer 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:

LOCATION OF WORK: Supplying of Highback and Midback chairs at Conference hall Circle office, Zone office Waiting Room, IT Section and Amravati Civil Subdivision office at Vidyut Bhavan, Amravati.Tq. Dist. Amravati.

The site of work is at **Conference hall Circle office, Zone office Waiting Room, IT Section and Amravati Civil Subdivision office at Vidyut Bhavan, Amravati.Tq. Dist. Amravati.**

1)PERIOD OF COMPLETION OF WORK:

The time allowed for completion of the work shall be as stated under tender notice. Time being the essence of the contract, the failure of the Contractor to give adequate progress shall be dealt with severely under various provisions of contract by withdrawal of work for any part, in part or whole and execution thereof through any other agency or Departmentally, solely at the risk and cost of the contractor by encashment and diversion of Security Deposit and other dues as per provisions of contract especially in the event of the work being delayed in such a way that overall progress is affected.

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

2) TIME IS THE ESSENCE OF CONTRACT:

Time is the essence of contract. The time shall be reckoned from the date on which the site of work is handed over to the successful tenderer. No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land and in case of clearance works/ permission from local body etc for any delay in according sanction to the estimate or other administrative reasons of the MSEDCL Co. Ltd.

The contractor shall prepare schedule / Bar chart indicating the commencement and compensation date for each foundation / structure under the scope of work to suit for completion stipulated as stated under tender notice and submit the same within 15 days from the date of receipt of the work order to Superintending Engineer-In-Charge, for approval. This schedule / Bar chart shall be reviewed, every fortnight, to ensure that the completion dates, for each foundation / structure, will be met or to institute corrective step to maintain the targeted completion dates. The Company reserves the right to revise the above Schedule / Bar chart and the contractor shall not have any right for compensation on this account.

The contractor shall submit monthly progress report to the Engineer-In-Charge, indicating the

progress as per Bar chart, anticipated problems and methods proposed to overcome such problems, shortfalls in progress with reasons therefore shall also be brought in such reports regularly.

3) EXTENSION OF TIME LIMIT:

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

4) LABOUR CAMPS, HOUSING, ACCOMMODATION ETC:

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

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

5) WORKING HOURS:

The hours of work for the labour employed by the contractor shall conform to the hours of working fixed by the Company.

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

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

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

6) CONTRACTORS SUPERVISION:

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.

7) SECURITY REGULATION:

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

8) SAFETY PRECAUTIONS:

The contractor shall pay particular attention to ensure safety of his staff, worker, and others in the vicinity and shall be responsible for any other causes whatsoever except natural causes. He shall provide all necessary fencing and lights required to prevent accidents and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay damages and costs which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid compromise any claim of any such person.

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

The contractor shall take all necessary precautions, 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.

9) PAYMENT OF BILLS:

Payment for the work done accepted and approved shall be made through Final Bill through CPP by H.O.as the case may be through RTGS only. You have to submit PAN & VAT registration and RTGS details. Subject to availability of funds. Your attention is requested to the special condition of differed payment already indicated in the notice of tender form. Under non rectification of payment or receipt of part payment the present work shall be affected.

10) 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.

11) 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.

12) DEATH, BANKRUPTCY, BREACH OF CONTRACT ETC.:

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

13) INSURANCE:

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

a. THIRD PARTY LIABILITY:

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

b. Workmen's Compensation insurance full cover.

- 14) The limit stated above shall not mean to limit or dilute the contractor's liability to make good the damage caused or for the insurance claim admitted and paid, shall have to be made good and paid by the Contractor from his own funds. The Contractor in his own interest is therefore advice to insure against all eventualities including third party property damage full cover.
- 15) 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.
- 16) 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 Superintending Engineer-In-Charge before the commencement of the work.
- 17) 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 Superintending Engineer-In-Charge informed of all development from time to time. The contractor shall be held liable for non-compliance of any of the prescribed procedures in lodging of the claim, payment of premier etc. and in such an event, the contractor shall have to make good and pay all damages and claims from his own funds.
- 18) If the contractor fails to insure and keep in force the insurance referred to in para 26 above or any other insurance which he may be required to effect under the terms of the contract, then and in such case, the Engineer-In-Charge may at his opinion effect and keep in force any such insurance and pay such premium or premier as may be necessary for that purpose and from time to time deduct such expenditure (with 15% extra towards Company's overheads) from the monies due to or may become due to the contractor or from the contractor's deposits with the Company under this contract or any other contract, or recover same as a debt due from contractor. Provided further that the liability of the contractor in terms of various other clauses under the contract may continue to be in force and Company's right to recover from the contractor directly, the cost towards any loss, damages etc. remain unchanged, irrespective of whether the Company has affected the insurance or not. Also provided further that non-insurance by the Company in terms of this clause shall not in any other clauses under the contract.
- 19) All formalities towards insurance shall be completed by the contractor before commencement of the work. The contractor to the Superintending Engineer for verification and record shall submit copies of the insurance papers in duplicate along with the original set of papers. The original paper may be returned to

the contractor after verification. The Company is neither not bound to pay or the contractor eligible to receive any payment due or otherwise from Company under the contract till all formalities in respect of Insurance is completed by him.

20) NEGLIGENCE:

If in the opinion the Company, the Contractor Neglects to execute the work with diligence and expedition or refuses or neglect to comply with any reasonable orders given to him in writing by the Engineer-In-Charge in connection with the work, or contravenes the provisions of the contract, the Company may give a 7 days' notice in writing to the Contractor to make good such neglect, failure or contravention and if the contractor fails to do so within the time reasonably necessary for making it good. Failure to properly execution of the work or any part of the work due to either gross negligence or deficiency in technical skill including but not limited to the provisions of latest tools, tackles and qualified technical persons and which in the opinion of the Company's is likely to result or has resulted in substandard work or loss thereof, then and in such case the Company shall be at liberty to employ other workmen after giving a seven days notice in writing and thereafter perform such work as the contractor may have neglected to do or of if the Company so desires to take the work wholly or on part 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.

21) REDUCTION FROM CONTRACTOR PRICE:

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

22) REPLACEMENT OF DEFECTIVE WORK / MATERIALS:

It during the progress of the work the Engineer-In-charge shall decide and notify in writing to the contractor, that the contractor has executed an unsound or imperfect work, or has supplied any plant or materials inferior in quality or quantity those specified, the 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 up to the standard or the specification. In case the contractor fails t do so, the Engineer may, on giving the contractor 7 days notice in writing of his intension to do so, proceed to remove the work or materials complaint of and at the cost of the contractor, perform all such work and / or supply all such materials provided that nothing in this clause shall be deemed to deprive the Company, or affected any rights under the contract which, it may otherwise have in respect of such defects or deficiency and no interim payments which may have been made on account of the plant or materials delivered or work executed shall be looked upon as acceptance of such plant, materials or work.

23) 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.

24) 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 waival 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.

25) PAYMENTS:

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

26) CHECK ON CONTROLLED MATERIALS:

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

27) SUB-LETTING OF CONTRACT:

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

28) DAMAGE TO WORKS:

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

29) LAW AND REGULATIONS:

29.1 The Company, shall, throughout the continuance of the contract in respect of all matters, arising in the performance thereof, serve all notices and obtain consents, way leaves, approval and permission required in connection with the regulations and by laws of the local or other authority which shall be applicable to the works.

All the works shall be executed by the contractor in accordance with the laws in force in India relating

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

The contractor shall abide himself, 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.

30) CONTRCATOR'S LIABILITY FOR LOSS, DAMAGE, ACCIDENTS ETC.:

The contractor shall be responsible for loss, damage or depreciation to the plant / building until the plant / building is taken over in the accordance with Clause 43 above.

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

In the case of loss or damage to any portion of the plant/building/machinery delivered arising from or occasioned by other causes for which the contractor is not liable, the same shall, if required by the Company be made good by the contractor in like manner but at the cost of the Company at a price to be agreed between the contractor and the Company or in default of agreement settled.

Until the work shall be or deemed to be taken over as aforesaid the contractor shall also be liable for and shall indemnify the Company in respect of all damage or injury to any person or to any property of the Company or of other occasioned by the negligence of the contractor or his sub-contractors on account of any defective design, work or materials but not otherwise.

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

The contractor shall indemnify and save harmless the Company against all action, suits, claims demands, costs or expenses arising in connection with injury suffered prior to the date when the plant shall have been taken over under Clause 43 herein, by person employed by the contractor, or his sub-contractors, on the works, whether under the general law or under the Workmen's Compensation act 1923 as updated or any other statutory or law in force dealing with the question of the liability of employers and shall also take properly to insure against any claim there under.

On the occurrence of an accident which results in the death of any of the workmen employed by the contractor or which is so serious at to be likely to result in the death of any such workman, the contractor shall, within 24 hours of happening of such an accident, intimate in writing to the concerned Engineer-In-Charge to the fact of such accident. The contractor shall indemnify the Company against all loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalty or fines if any payable by the Company as a consequence of Company's failure to give notice under the Workmen's Compensation Act, or otherwise to confirm to the provisions of the said Act in regard to such accident.

In the event of any claim being made, or action brought against the Company and arising out of the manner referred to and in respect of which the contractor liable under this clause, the contractor shall

immediately thereof, and with the assistance if he so requires of the Company but at the sole expense of the contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case the Company shall at the expenses of the contractor accord all available assistance for any such purpose.

31) A) COMPENSATION FOR DELAY:

The time allowed for carrying out the works as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence time being deemed to the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete and abide by the programmed of detailed by the Superintending Engineer. The normal anticipated financial progress being.

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

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

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

With completion of 100% by the prescribed time limit.

In the event of the contractor falling to comply with this condition Penalty shall be applicable at the rate of half of one percent of the unfinished work per week or part of week for delay at the discretion of the Competent Authority, subject however to the total penalty being limited to the extent of **10 (TEN) percent** of the entire contract amount.

B) ACTION UNDER CONTRACT AGAINST DELAY:-

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

1) In any case in which any cause or clauses of the contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (where paid in one sum or deducted by installment) or in the case of abandonment of the work owing to serious illness or death of the MSEDCL shall have powers to adopt any of the following courses as he may deem best suited to the, To rescind contract (of which rescission notice in writing to the contractor under the hand of the Superintending Engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the MSEDCL Or,

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

3) To order that the work of the contractor be measured up and to take such part there of as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case the expenses incurred on advertisement for fixing a new contracting agency additional supervisory staff including the cost or work charged establishment and cost of the work executed by the new Contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as it had been

carried out by the contractor under the terms of his contract. The certificate of Superintending Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

32) FORCE MAJEURE CLAUSE :

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

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

No other 'Force majeure' condition shall be treated as applicable this contract. Any statement about any exigency outside contractor control if include in 'Force Majeure' the said change shall not be accepted by the Company. If there are illegal strikes / legitimate circumstances if above nature in the works of contractor's supplier's for manufactured materials, the same shall be notified by the contractor to the, which may consider the issue, and advice the contractor for change of agency in which case corresponding time loss shall be covered by 'Force majeure' clause. This consideration shall however, not be treated as applicable to local suppliers (for material such as sand, transportation agencies etc.) (Save for Railways).

33) DAMAGE TO THE OTHER STRUCTURE AND PLANTS:

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

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

However, in the event of amount of such losses / damages being recovered by the Company from the insurance company due to any of the insurance not declared under this contract, the amount recovered from the contractor shall be refunded to him to the extent of compensation received from insurance agency, subject, however to such refund being limited to the initial recover / recoveries made from contractor's bills in respect 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.

34) ASSIGNMENT:

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

If the contractor shall cause any part of the work to be performed by is approved sub-contractor the provisions of the contract shall also apply to such sub-contractor and his or its officers, agents, or employees in all respects as if he or it and they were employees of the main contractor, and the main

contractor shall not in any manner thereby, be discharged from his obligations liability 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.

35) POWER TO VARY OR OMIT WORK:

No alteration, amendments, omissions, additions, suspension, or variation of the work herein after referred to as 'Variation' under the contract as shown by the approved contract drawings or the specifications shall be made by the contractor except as directed in writing by the Engineer-In-Charge. The Engineer-In-Charge shall have full powers and subject to special conditions herein, for time to time during the execution of contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract and the contractor shall carry out such variations and be bound by the same conditions as far as applicable as through the said variations occurred in the specifications. If any suggested variations would be in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees, under the contractor, he shall decide forthwith whether or not the same shall be carried out, and if the Engineer confirms his instructions in writing, the contractor's obligation and guarantees shall be modified to such extent as may be justified. The difference of cost, if any, occasioned by any such variations, shall be added to or deducted from the contract price as is warranted. The amount of such difference, if any shall be as certified and determined in accordance with the rates specified in the Schedule of price, so far as the same may applicable and when the rates are not contained in the said Schedules or are not applicable, they shall be settled by the Engineer-In-Charge and contractor jointly and would be subjected to approval of the Competent Authority of the Company which shall be final and binding on the contractor. In any case in which the contract has received instructions from the Engineer-In- Charge for carrying out the work, each either them or later in will in the opinion of the contractor involve a claim for and additional payment, the contractor shall, as soon as reasonably possible after the receipt of the instructions, as aforesaid, advise the Engineer-In-Charge to that effect in writing and in any case within a month of receipt of such instructions, failing which the claim shall not be entertained, nor shall be contractor be eligible for such claims.

36) MAINTENANCE AND DEFECTS LIABILITY PERIOD:

If the work or any portion thereof shall be damaged in any way excepting by the acts or the Company or if defects not readily detected by proper inspection shall develop before the final completion and acceptance of the whole work, the contractor shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the engineer-In-Charge. In no case shall defective or imperfect work to be retained.

Six calendar months from the date of completion of contract unless otherwise agreed in writing by the Company will be deemed as the '**Maintenance and defects Liability Period**'. In case any defects due to bad materials and/or bad workmanship develop in the work before the expiry of this period, the contractor on notification by the Engineer shall rectify or remedy the defect as at his own cost and he shall make his arrangements to provide materials, labour, equipment and any other appliance required in this regard. In case even no due notification by Engineer, the contractor fails to rectify or remedy the defects, the Engineer shall have the right to get this done, by other agencies and recover the cost incurred plus 15% towards Company overheads by deductions from any money due or that may become due to the contractor or from his security deposit.

The Company may, in lieu of such amending and making good by the contractor, deduct from any money due to contractor or from his security deposit, a sum to be determined by the Company equivalent to the cost of amending such work and in the event of such security deposit being insufficient, recover the balance from the contractor together with any expense the Company may have incurred in connection

therewith.

The contractor shall remain liable under the provisions of this clause notwithstanding the passing by the Engineer-In-Charge of any certificate, final or otherwise or the passing of any accounts or payment in part or whole towards any work.

37) RATES FOR EXTRA ITEMS OF WORK:

For any item of work required to be executed under this contract and considered essential for completion of the work but for which rate does not exist in the contract shall preferably be derived from the schedule of rates of Public Works Department of Government of Maharashtra applicable to the site of work during the period of construction, duly adjusted for lead, towards cost of Schedule 'A' materials issued etc. to the extent of approved rates (CSR rates).

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

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

38) PRICE ESCALATION / VARIATION CLAUSE:

This clause is **NOT** applicable to this tender work.

39) PARTICULARS OF TENDERERS:

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

40) SPECIAL NOTICE OF CONDITIONS:

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

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

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

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

**Superintending Engineer (Civil)
CCCM Circle, MSEDCL, Nagpur**

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
CIVIL CONSTRUCTION CUM MAINTENANCE CIRCLE, NAGPUR.**

DETAILED TECHNICAL SPECIFICATIONS

The technical specifications are available in the office of Civil Construction Cum Maintenance Circle, MSEDCL Nagpur and **CCCM Division Akola** that are related with the individual item of works of Schedule – 'B'. These specifications are not intended to cover the minute details and the work shall be executed in accordance with the best prevailing practice in Building and communication department of Government of Maharashtra. The clarifications to any clause and missing portion shall be sought out from the latest edition of 'standard specifications' published by the Government of Maharashtra together with relevant BIS specifications and National Building code. Further where the item specification contradict the 'standard specifications', these specifications alone shall prevail and hold good for the accepted rates without any variations applied thereto. The Contractor, however, in his own interest may bring to the notice of the Engineer-in-charge any error/omission or discrepancy noticed. In the description of work under the General and Detailed Specification/and the discrepancy of the items in the Schedule – 'B' and get the same clarified prior to submission of their tenders. such remarks/comments after opening or the tender shall not entitle the contractor to any extra claim whatsoever in any respect and the, decision of the Superintending Engineer concerned of the Circle as to the interpretation applicable therefore shall be final, binding and conclusive under the contract.

In the event of any controversy, arising out of the interpretation of the several specifications on the same item the decision of the Superintending Engineer(C) shall be applicable. The standard mode of measurement for individual item of work governed under the specification is indicated. No alternative methods would be accepted irrespective of a different mode is in vogue or is adopted by the contractor for payment to his labour for the work.

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

**Superintending Engineer (Civil),
CCCM Circle, Nagpur**

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**MEMORANDUM OF TENDER DECLARATION (To be uploaded in Price Bid)**

Name of work: Supplying of Highback and Midback chairs at Conference hall Circle office, Zone office Waiting Room, IT Section and Amravati Civil Subdivision office at Vidyut Bhavan, Amravati.Tq. Dist. Amravati.

TENDER SPECIFICATION NO.:- SEC/NGP/e-T-47/2024-25

AMOUNT OF TENDER: - Rs. 1,90,920/- (Excluding GST)

1. 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 material approved by the Superintending Engineer or Engineer-in-charge and abide by his timely decisions.
2. I/ We have also gone through and apprised myself/ ourselves of the various items and rates covered in the Schedule 'B'.

03. I/ We hereby tender for the execution of the work at a

UNIFORM PERCENTAGE OF _____ only (in figures)
 _____ only (in words)

ABOVE / BELOW/AT PAR of the estimated cost.

of estimated

Name of Contractor/Firm with mail ID and Contact No

Signature of the Contractor:

Address:

Common Seal:

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

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.					
e-TENDER NO. SEC/CCCM/CIR/NAGPUR/e-T-47/2024-2025					
<u>SCHEDULE - "B"</u>					
Name of work :- Supplying of Highback and Midback chairs at Conference hall Circle office, Zone office Waiting Room, IT Section and Amravati Civil Subdivision office at Vidyut Bhavan, Amravati.Tq. Dist. Amravati.					
Sr. No.	Particulars	Qty.	Unit	Rate Per Unit	Total Amount (Rs.)
1	Providing High Back Revolving and Non Tilting chair of approved model of Black in colour having fixed armrest supports and headrest arrangement approved and knee tilt synchronic mechanism of contoured backrest support type	3.00	Per No	9540.00	28620.00
2	Providing High Back Revolving and with Tilt Working with torsion bar mechanism chair of approved model of black in colour having Adjustable (Up & Down) armrest type and without headrest arrangement of tilt limiter locking mechanism & fixed type seat depth adjustment allows for complete 360 degree lateral movement including transportation,loading and unloading charges etc complete as directed by Engineer in charge	10.00	Per No	4920.00	49200.00
3	Providing Mid Back Non Revolving chair of approved model of Black in colour made up of Injection Moulded Polyurethane armrest material having armrest contineously fitted with seat bottom to backrest including transportation,loading and unloading charges etc complete as directed by Engineer in charge	65.00	Per No	1740.00	113100.00
			Total in Rs.		190920.00

In words: Rupees One Lakh Ninety Thousand Nine Hundred Twenty Only (Excl. GST).

**Superintending Engineer (Civil)
CCCM Circle MSEDCL Nagpur**

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	Price Section	Civil Work General	Price Bid
2	Experience Certificate	Technical Section	Civil Work General	Experience Certificate
3	Partnership Deed	Technical Section	Civil Work General	Partnership Deed
4	PF	Technical Section	Civil Work General	PF
5	Valid Registration	Technical Section	Civil Work General	Valid Registration
6	Networth Certificate	Commercial Section		Networth Certificate
7	IT Return	Commercial Section		IT Return
8	EMD	Commercial Section		EMD
9	GST	Commercial Section		GST
10	Pan Card	Commercial Section		Pan Card