

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		07-06-2024 04:44:12
Tender Code	CEC/MSEBHCL/MUM/TECH/T-10-2024-25	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Supply & Installation of “Ozourinodeodor-5xTM” machine for toilet odor removal at MSEBHCL’s office Toilet at various floors of P’Gad, P’Ganga & Dharavi, Mumbai.	
Estimated Cost (In Lakhs)	37.45	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	2500	
GST In INR (@18% on Tender Fee: SAC No.	450	
Total Tender Fee Amount including GST in INR.	2950	
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-10-2024-25

Estimate Cost Rs. 3145746.00/- (Excluding GST and Insurance)

Rs.3743438.00/- (Including GST and Insurance)

TENDER FOR

Name Of Work: - Supply & Installation of "Ozourinodeodor-5xTM" machine for toilet odor removal at MSEBHCL's office Toilet at various floors of P'Gad, P'Ganga & Dharavi, Mumbai.

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: - Supply & Installation of “Ozourinodeodor-5xTM” machine for toilet odor removal at MSEBHCL’s office Toilet at various floors of P’Gad, P’Ganga & Dharavi, Mumbai.

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./JV or Limited Company, Please furnished the documentary evidence for the same.	
3	Valid Certificate of Authorized Dealer/Distributor of Ozourinodeodor machine (Please enclose a Scanned copy of original)	
4	Past Performance: Valid experience of having successfully completed Supply & Installation of “Ozourinodeodor” machine for toilet odor removal.	
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:- Supply & Installation of “Ozourinodeodor-5x™” machine for toilet odor removal at MSEBHCL’s office Toilet at various floors of P’Gad, P’Ganga & Dharavi, Mumbai.

Tender Specification No. **CEC/MSEBHCL/MUM/TECH/T-10-2024-25**

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

e-Tender Notice



E- Tender Notice

The Undersigned invites e-Tender No. CEC/MSEBHCL/MUM/TECH/T-09-2024-25 to T-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

HO PR No. Dt.

Chief Engineer (Civil)



ई- निविदा सूचना

मुख्य अभियंता (स्था), एमएसईबीएचसीएल, मुंबई ई- निविदा क्र. CEC/MSEBHCL/MUM/TECH/T-09-2024-25 to T-10-2024-25 ला आमंत्रित करत आहेत. बिड 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. फोन नं. ०२२-२२६०८३८३

HO PR No. Dt.

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: - Supply & Installation of "Ozourinodeodor-5xTM" machine for toilet odor removal at MSEBHCL's office Toilet at various floors of P'Gad, P'Ganga & Dharavi, Mumbai.

Tender Specification No. **CEC/MSEBHCL/MUM/TECH/T-10-2024-25**

(ONLY THROUGH ELECTRONIC BIDDING SYSTEM)

1.0: Digitally Secured and percentage 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 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:

Supply & Installation of "Ozourinodeodor-5xTM" machine for toilet odor removal at MSEBHCL's office Toilet at various floors of P'Gad, P'Ganga & Dharavi, Mumbai.

3.0: BID PRICE:

Estimate Cost	Rs. 31,45,746.00/-	(Excluding GST and Insurance)
	Rs. 3743438.00/-	(Including GST and Insurance)

4.0: TIME LIMIT: 30 Days

5.0: EARNEST MONEY DEPOSIT: Rs. 1 % of tender estimated cost 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 Certificate of Authorized Dealer/Distributor of Ozourinodeodor machine (Please enclose a Scanned copy of original)**
- b) **Payment of tender cost and E.M.D.-** 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** of having successfully completed Supply & Installation of “Ozourinodeodor” machine for toilet odor removal.
- 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 A schedule of quantities is included in the tender document. It shall be definitely understood that the Company does not accept any responsibility for the correctness of quantity in the Schedule and the Schedule is liable to alternations, omissions, deductions or

additions at the discretion of the Chief Engineer (C), MSEBHCL, Mumbai or his representative as put forth in the condition of contract.

20.0 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.

21.0 Security Deposit & Additional Performance Security: The successful tenderer shall pay the prescribed Security Deposit & Additional Performance Security 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 5% 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." Alternatively, if the contractor so desires, 2.5% of the contract value may be remitted in form of DD OR BG OR FDR or equivalent Govt. securities and the balance 2.5% by way of deductions from first two R.A. Bills at the discretion of Chief Engineer(C), MSEBHCL so that the full Security Deposit is recovered. The Security Deposit shall be refunded after satisfactory completion of entire work as well as the maintenance period.

(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)

Additional Performance Security Deposit:

22.1 If the Bidder quote his offer below by more than 1.00% of the Bid cost of the Department and found L-1 then the Bidder should submit additional performance security deposit in form of **Demand Draft/ Fixed Deposit Receipt / Bank Guarantee** of any Nationalized Bank **within 10 days issue of LOI through email to the office of the Chief Engineer Civil** as mentioned below.

22.2 If the Bidder quote his offer below by more than 1.00% up to 10% of the estimated cost put to bid then he should submit a demand draft /FDR/BG amounting to 1% of the Bid Cost (Including GST & Insurance) to the Employer towards Additional performance Security.

22.3 if the Bidder quote his offer below by more than 10.00% up to 15% of the estimated cost put to bid then he should submit Additional Performance Security Deposit 1.00% for every additional percentage beyond 10.00% but up to 15% below percentage quoted, in addition to 1.00 % Additional Performance Security Deposit mentioned in clause 22.2 above in the form of Demand Draft/FDR/BG. (e.g. if the Bidder quotes his offer 14.00% below the estimated cost put to Bid, then he should submit $14.00\% - 10.00\% = 4.00\% + 1.00\% = 5.00\%$ amount of cost put to Bid as total additional Performance Security.)

22.4 If the Bidder quote his offer below by more than 15% of the estimated cost put to tender /bid, then he should submit Additional Performance Security 2% for every additional Percent beyond 15% below percentage quoted , in addition to 1% +5%

Additional Performance Security mentioned in Clause 22.2 and 22.3 above in the form of Demand Draft /FDR/BG.

(e.g. If the Bidder quote his offer at 19% below the estimate cost put to tender /bid then he should submit $(19\% - 15\%) \times 2 = 8\% + 1\% + 5\% = 14\%$ amount of cost put to bid(Including GST & Insurance) as Total Additional Performance Security.)

If the Additional Performance Security required above is not submitted by the L-1 Bidder **within 10 days of issued of LOI through Email to you to this office** then the offer of L-2 Bidder will be considered, provided he agrees to complete the work at the rate of L1 bidder quoted rate.

22.5 The Additional Performance Security Deposit of the successful Bidder shall be returned immediately up to completion of defect liability period, the certificate of which shall be issued by the Engineer before releasing the Additional Performance Security.

Note: 1) For calculating amount of Additional Performance Security Deposit contractor's offer rounded up to two decimal point shall be considered.

22.0 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. 500/- up to ten lakh Plus Rs. 100 for every one lakh or part there of above Rs Ten Lakhs limited to 25.00 lakhs).

23.0 Tenderers must submit the tender with the specification, drawings if any and Schedule of quantities and rates and other schedules duly signed through E-Tendering. Any tender not bearing signature of the tenderer on all the documents accompanying the tender is liable to be rejected.

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

25.0 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.

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

27.0 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.

28.0 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.

29.0 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.

30.0 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".

31.0 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.

32.0 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.

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

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

35.0 GST as per Govt. Circular will be applicable. Any variation regarding GST % calculation as per final decision of Competent Authority, % of GST to be recovered from bill will be binding to you & same will be accounted for your any outstanding payment

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

38.0 Income Tax: In accordance with provision made under Section 194 (C) of Finance Act 1972, deduction of Income Tax at a source at prevailing rate on gross amount payable to you under this contract shall be effected from your bill. Such deduction shall not be made in the event of your being able to produce necessary exemption certificate from Competent Authority of Income Tax .Department.

39.0 This “Instructions to Tenderers” shall form part of the contract.

40.0 Conditional tenders shall not be accepted in any case.

41.0 All the material to be used shall be get approved from the Engineer in charge prior to use at work.

42.0 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./ A.P.S.D. shall be refunded and no other claim in this respect shall entertained.

43.0 GST: - The work order value as stated in schedule B includes GST.

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

45.0 Contractor shall have to carry the work through Electrical Licensed Agency for carrying out the specific work of electrical , AC, etc. and after completion of work necessary certificates shall be borne by the bidder.

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

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

48.0 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.

- 49.0** Right to relax any pre-qualifying condition for free and fair competition in the interest of the Company, is reserved with the Competent Authority.
- 50.0** 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
- 51.0** 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.

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-10-2024-25**

Name of work: Supply & Installation of “Ozourinodeodor-5xTM” machine for toilet odor removal at MSEBHCL’s office Toilet at various floors of P’Gad, P’Ganga & Dharavi, Mumbai.

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.

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 work covered shall consist of **Supply & Installation of "Ozourinodeodor-5xTM" machine for toilet odor removal at MSEBHCL's office Toilet at various floors of P'Gad, P'Ganga & Dharavi, Mumbai** including all works fully described in schedule `B`

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

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

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

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

6.3 Penalty Clause :

Following penalty clause will be applicable for this contract.

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

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

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

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

The work shall be carried out as per the standard specifications of B&C Department, Government of Maharashtra and as per the directives of Chief Engineer (C) or his authorized representatives. Work of sub standard nature shall be removed at the risk and

cost of the contractor. Unless otherwise specified the mode of measurement etc. shall be as per B&C Department's Standard Specifications.

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

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.

TECHNICAL SPECIFICATION

PORTABLE OZONE GENERATOR "OZOURINODEODOR"™

➤ Model	: 5X
➤ Principle	: Ozone sterilization
➤ Technology used	: Generates Ozone Gas by Using plate type dual side Corona discharge Mechanism
➤ Material	: Mild Steel internally painted With ozone resistant paint.
➤ Ozone output	: 57×10^4 - 71×10^4 mg/m ³ to 11×10^5 - 14×10^5 mg/m ³
➤ Weight	: 4.5 Kg - 08 Kg
➤ Cooling	: Air-Cooled
➤ Transformer	: Secondary Output Short Circuit Protected (Not Burned)
➤ Transformer Secondary Winding	: Epoxy
➤ Transformer size (L*B*H)	: 35*60*75 mm (Approx.)
➤ Air Flow Volume	: 85 – 195 CFM
➤ Fan Size	: 4 – 6 inch
➤ Power	: 52 - 60 W
➤ Voltage	: 220V 50hz
➤ Noise	: <40db
➤ Fuse Holder	: 1-5 Amp/230AC
➤ Wire Length	: 2 meter
➤ Certification	: CE, ROHS, CSIO-CFTRI
➤ Approved Make	: OTTPL/ORAIPL/UNICON

1.00 CO-ORDINATION : Work shall be carried out in conformity with the specifications, and with the requirements of the general common toilets. After approval by the Engineer in Charge the contractor shall be responsible for taking actual measurements at site and supplying & fixing of the machine to meet the site conditions

2. 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 All the materials, equipment and accessories etc. shall be approved make and design.

5.00. The price escalation is not applicable to this contract.

6.00. The cost of cutting holes and making chases for installation of the Equipments/ furniture, electrical conduits, water supply lines, etc & making damages good shall include in the various items of work and nothing extra shall be paid on this account, unless otherwise specified.

7.00 PROGRAMME OF WORK & PROGRESS REPORT : The contractor shall submit within 7 days from the date of acceptance of the tender, detailed schedules showing the program and order in which the contractor progress to carry out the work with dates and estimated completion times for various parts of the work in the form of bar charts.

8.00. Such schedule shall be approved by the employer before stating the work and shall be binding on the Contractor. The contractor shall furnish fortnightly or other periodical reports, in consultation with the employer.

9.00 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.

10.00. The contractor shall employ a competent, qualified, full time Supervisor to direct the work of installation in accordance with the drawings and specifications. 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.

11.00 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.

12.00 GUARANTEE AND DEFECTS LIABILITY PERIOD: The contractor shall guarantee that all equipment/ materials used shall be free of any defect either due to defective material and bad workmanship and that the equipment/ materials shall operate satisfactorily and the performance and efficiencies of the equipment/materials shall not be less than the guarantee involved. The guarantee shall be valid for a period of 12 months after taking over and any parts found defective shall be replaced free of all costs by the contractor.

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

13.00 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.

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:

- 2. Supply & Installation of "Ozourinodeodor-5xTM" machine for toilet odor removal at MSEBHCL's office Toilet at various floors of P'Gad, P'Ganga & Dharavi, Mumbai.**
- 3. Location of work: At various floors of Prakashgad Bandra East, Prakashganga BKC Bandra & Dhrarvi Mumbai Building of MSEBHCL's Bandra(E), Mumbai.**

4. Period of completion: The total period of work is 30 Days from the date of handing over the site.

5. Security Deposit & Additional Performance Security Deposit :

The contractor will have to pay Security Deposit amounting to 5% of contract value as stated in this tender document. Also refer the Additional Performance Security Deposit clause-22 of “INSTRUCTIONS TO TENDERERS” of this tender.

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.

11. 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.

12. Security Regulations:

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

13. Subletting of Contract:

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

14. 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.

15. Bills and Payments:

R A bills / final bills is to be submitted to the office for Chief Engineer (Civil) MSEBHCL 4th floor, Fort Mumbai after satisfactory completion of work. Payment will be made by crossed cheque / RTGS / NEFT only as and when funds available to this office and no extra Claim shall be entertain due to differed payment.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21 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.

22. 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.

23. Arbitration clause:

Not applicable.

24. 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.

25. Damage to the other structures and plant:

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 and plant 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.

26. 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.

27. Penalty:

Following penalty clause will be applicable for this contract.

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

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

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

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

The work shall be carried out as per the standard specifications of B&C Department, Government of Maharashtra and as per the directives of Chief Engineer (C) or his

authorized representatives. Work of substandard nature shall be removed at the risk and cost of the contractor. Unless otherwise specified the mode of measurement etc. shall be as per B&C Department's Standard Specifications.

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

28. ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED

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

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Company.

(b) To carry out the work or any part to the work departmental debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work completed and crediting him with the value of work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

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

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

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 for the contract rates or, in the case of contract rates not 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 by 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.

30. PAYMENTS TO CONTRACTOR

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

31. 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.

32. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

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

33.0 INSURANCE

As per Government of Maharashtra Resolution (1) No.AIF-2183/CR -174 /83ADM-5 dated 16.1.1984 (2) Vimsa-1098 /Pr.Kra 28/98/shashan Hami dated 19.8.1998 (3) Vimsa-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 bill 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 MAINTENANCE AND DEFECTS LIABILITY PERIOD

- 35.1** If the work or any portion thereof shall be damaged in any way excepting by the acts of 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 be retained.
- 35.2** 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 notifications by the Engineer shall rectify or remedy the defects at his own cost and he shall make his own arrangements to provide materials, labour, equipment and any other appliances required in this regard. In case even on due notification by the 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.

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

35.4 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.

36.0 RETURN OF MATERIALS

All unused materials either supplied (outside Schedule "A" directly by the Company or obtained through the recommendations of the Company with in the opinion of the Executive Engineer-in -charge are likely to be useful to the Company shall be returned in good condition at the original cost paid for plus 10% to cover for contractor's overheads transport, handling, incidentals etc. If so decided by the Company.

37.0 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.

38.0. 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 form the contractor from his pending bills, security deposit or other means.
2. In the event of poor performance, the company reserves the right to terminate the contract by giving 7 days notice & forfeiting the S.D. & A.P.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.

39.0 CO-OPERATIVE SOCIETY / PUBLIC SERVICE CENTRE:

The Co-operative Societies of unemployed persons & Public Service Centres may exercise the right to accept/refuse the tender at L-1 rate quoted by other bidder for work value up to Rs. 10/- Lakhs.

If the Co-operative Societies of unemployed persons & Public Service Centers will accept the tender at L1 rate quoted by the other bidder, then the tender shall be awarded to co-operative societies of unemployed persons and public service centre, however in case of co-operative societies of unemployed persons & public service centre refuse to accept the tender at L-1 rate quoted by other.

40.0 The quantity mentioned in the schedule are tentative and will be proposed to be executed as and when required basis. The quantity may vary (Increase /decrease) as per site conditions/requirements and urgency. It doesn't guarantee to the agency that the mentioned quantity will be executed at once. Also execution will vary as per the jurisdiction of concerned sub division. The successful agency has to carry /execute the work as per site location within 3 days of oral/ written intimation from site Engineer/ SDO. Any delay in execution of required work will be imposed considering the loss encountered by the Company.

Chief Engineer (C)
MSEBHCL, Mumbai.

Please Note:

- 1) The value of Stamp paper for agreement is Rs.500/- up to ten lacks Plus Rs.100 for every one lack or part thereof above Rs.10.00 Lacks limited to 25.00 lakhs.

(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 CO. LTD.**CHIEF ENGINEER (CIVIL), MUMBAI.****SCHEDULE-'B'**

Name of work:- Supply & Installation of "Ozourinodeodor-5xTM" machine for toilet odor removal at MSEBHCL's office Toilet at various floors of P'Gad, P'Ganga & Dharavi, Mumbai.

Sr No	Description of work	Qty.	Rate	Unit	Amount
1	Supply, Installation, Testing & Commissioning of Portable Ozone Generator "OZOURINODEODOR"™ ? Model : 5X ? Principle : Ozone sterilization ? Technology used : Generates Ozone Gas by Using plate type dual side Corona discharge Mechanism ? Material : Mild Steel internally painted With ozone resistant paint. ? Ozone output : 57×104- 71×104 mg/m3 to 11×105- 14×105 mg/m3 ? Weight : 4.5 Kg - 08 Kg ? Cooling : Air-Cooled ? Transformer : Secondary Output Short Circuit Protected (Not Burned) ? Transformer Secondary Winding : Epoxy ? Transformer size (L*B*H) : 35*60*75 mm (Approx.) ? Air Flow Volume : 85 – 195 CFM ? Fan Size : 4 – 6 inch ? Power : 52 - 60 W ? Voltage : 220V 50hz ? Noise : <40db	58.00	54,237.00	No	31,45,746.00

<p>☐ Fuse Holder : 1-5 Amp/230AC</p> <p>☐ Wire Length : 2 meter</p> <p>☐ Certification : CE, ROHS, CSIO-CFTRI</p> <p>☐ Approved Make : OTTPL/ORAIPL/UNICON</p> <p>Installation charges & Material cost: For 2 meter wire or as per site requirement, switch board, MCB, etc. complete. Nothing will be paid extra.</p> <p>Packing & transportation charges: Charges up to the site, etc complete as directed by Engineer in charge.</p>				
Total Estimated Cost Rs.				31,45,746.00
Add GST @ 18.0% Rs.				5,66,234.28
Add Insurance @ 1% Rs.				31,457.46
Total Rs.				37,43,437.74
Say Rs.				37,43,438.00
(In words:- Rupee Thirty Seven Lakhs Fouty Three Thousand Four Hundred Thirty Eight Only)				

Chief Engineer (C)
MSEBHCL, Mumbai.



CHIEF ENGINEER (CIVIL), MUMBAI.

Memorandum of Tender Declaration (Price Bid)

Tender Specification No. CEC/MSEBHCL/MUM/TECH/T-10-2024-25

Estimate Cost Rs.31,45,746.00/- (Excluding GST and Insurance)
Rs.37,43,438.00/- (Including GST and Insurance)

TENDER FOR

Name Of Work: Supply & Installation of “Ozourinodeodor-5xTM” machine for toilet odor removal at MSEBHCL’s office Toilet at various floors of P’Gad, P’Ganga & Dharavi, Mumbai.

I / We hereby declare that I/We have made myself/ourselves thoroughly conversant with the local conditions regarding all the Ozourinodeodor-5xTM machine and labour and time limit on which my / our rates for the work are based. The governing conditions of contract and Ozourinodeodor-5xTM machine specifications and the leads involved have been carefully studied and understood by me/us before submitting this tender. I/We also undertake to use only the best materials approved by the Chief Engineer-in-charge and abide by his timely decisions.

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

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

a. (In figures) _____ percent only (In words _____)

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

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

c. ((In figures) _____ percent only (In words _____)

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

NOTE :

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

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

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 all the terms and conditions	Technical Section	Civil Work General	Tender Booklet for acceptance of all the terms and conditions
3	Valid Certificate of Authorized Dealer/Distributor of Ozourinodeodor machine (Please enclose a Scann	Technical Section	Civil Work General Services	Valid Certificate of Authorized Dealer/Distributor of Ozourinodeodor machine (Please enclose a Scanned copy of original)
4	Past Performance: 1) Valid experience of having successfully completed Supply & Installation of "Ozo	Technical Section	Civil Work General Services	Past Performance: 1) Valid experience of having successfully completed Supply & Installation of "Ozourinodeodor" machine for toilet odor removal
5	Contractors particulars	Technical Section	Civil Work General	Contractors particulars
6	Type of Concern : Whether the unit is Proprietary / Partnership / Private Ltd./JV or Limited Company	Technical Section	Civil Work General Services	Type of Concern : Whether the unit is Proprietary / Partnership / Private Ltd./JV 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