

Maharashtra State Electricity Distribution Co. Ltd.

Tender Details		15-02-2024 04:53:19
Tender Code	EEC/RTN/eT-56/2023-24	
Tender Type	Works Tender	
Type Of Bid	Two Bid	
Description	Various civil maintenance works to be carried out at Sindhudurg Circle office building, Kudal, Dist. Sindhudurg.	
Estimated Cost (In Lakhs)	8.41	
Basis of prices	NA	
Tender Validity	NA	
Delivery Requirement (In Months)	NA	
Tender on rate contract basis	NO	
Tender Fee (In INR)	1000	
GST In INR (@18% on Tender Fee: SAC No.	180	
Total Tender Fee Amount including GST in INR.	1180	
Contact	A S Andhansare , 7875765016 ,eecratnagiri@mahadiscom.in	
Pre-Qualifying Req	<p>1) Registration in appropriate class from PWD/CPWD/MES/Railways or any other Govt. /Semi Govt. Departments.</p> <p>2) Experience of having successfully completed similar works with Govt./Semi Govt./Public sector during last 5 years ending last date of month previous to the month in which tenders are invited and issued by an officer not below the rank of Executive Engineer should be either of the following:</p> <p style="padding-left: 40px;">i) Three similar completed works each costing not less than 40% of the estimated cost.</p> <p style="padding-left: 40px;">ii) Two similar completed works each costing not less than 50% of the estimated cost.</p> <p style="padding-left: 40px;">iii) One similar completed works costing not less than 80% of the estimated cost.</p> <p>3) Copy of PAN card issued by Commissioner of Income Tax and filed Income Tax return of the previous financial year. Previous year shall be interpreted as per I.T. Act & Company rules.</p> <p>4) GST Registration certificate issued by Govt.</p> <p>5) E.P.F. registration certificate under Provident Fund Act 1952 (if applicable).</p> <p>6) E.S.I.C. registration certificate (if applicable).</p> <p>7) A valid Solvency certificate from any Nationalized/Scheduled Bank in original or attested true copy at 20% of the tender cost i.e. issued not earlier than 12 months on date of opening.</p> <p>8) Copy of Money receipt of payment of EMD in case of cash or DD and 'Transaction Receipt' in case on on-line payment.</p> <p>9) Partnership Deed if firm is registered under limited liability partnership (L.L.P.) if registered</p>	

	under Pvt. Ltd. or Limited company authorized documents of Director of Company. 10) Average annual financial turnover certificate, balance sheet & profit & loss statement from registered Chartered Accountant for last three financial years, ending 31st March of previous financial year should be at least 30% of the estimated cost.
Budget Type	Revenue
Scheme Code	NA
Scheme Name	NA
Department	Civil Department
Office Type	DIVISION
Location Type	Ratnagiri Civil Division
Designation	Executive Engineer(Civil)
Pre-Bid Meeting Address	The Executive Engineer (C) Maharashtra State Electricity Distribution Co. Ltd. Administrative Building, Nachane Road, Ratnagiri – 415 639
Bid Opening Address	The Executive Engineer (C) Maharashtra State Electricity Distribution Co. Ltd. Administrative Building, Nachane Road, Ratnagiri – 415 639
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	16-02-2024 00:00
Tender Sale End Date	22-02-2024 23:55
Bid Start Date	16-02-2024 00:05
Bid End Date	23-02-2024 13:00
Pre-Bid Meeting Date	21-02-2024 11:00
Techno-Commercial Bid opening on	23-02-2024 14:00
Price Bid opening on	23-02-2024 15:00
Annexure C1 Opening Date	NA
Winner Selection Date	23-02-2024 16:00
Can Bidder Opt EMD Exemption	N



E-Tender No.: EEC/RTN/eT-56/2023-24

Estimated Cost: Rs. 8,41,511.00 (8.41 lakhs)

Copy No. _____

Sale period: 16.02.2024 to 22.02.2024

Issued to M/s. _____

Note: Earnest Money Deposit 8,410.00

Due date of submission

up to 23.02.2024 before 13.00 Hrs.

at MSEDCL' S official website

<https://etender.mahadiscom.in/eatApp>

EMD: Rs. 8,410.00

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
CIVIL DIVISION, RATNAGIRI

E-Tender for: Various civil maintenance works to be carried out at Sindhudurg Circle office building, Kudal, Dist. Sindhudurg.

E-Tender purchased online & submitted by:

O/o. The Executive Engineer (C)

Maharashtra State Electricity Distribution Co.
Ltd.

Administrative Building, Nachane Road,

Ratnagiri – 415 639

Phone: (02352) 222177

Tender Price: Rs. 1000+180/-(18% GST)

per e-Tender

Opened in Presence of

EE(C)

Addl. EE(C)

Dy EE(C)

AE(C)

Dy. Manager (F&A)



MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
CIVIL DIVISION, RATNAGIRI

E-Tender No.: EEC/RTN/eT-56/2023-24

E-Tender for the work of: Various civil maintenance works to be carried out at Sindhudurg Circle office building, Kudal, Dist. Sindhudurg.

INDEX

Sr. No.	Description	Page No.
1	Notice for inviting e-Tenders	3 to 5
2	Instructions to Tenderers	6 to 16
3	Special Condition of Contract and Particulars of Contractors	17 to 42
4	Tender & Contract for work (Booklet)	43 to 64
5	Bank guarantee	65 to 65
6	Proforma for Agreement	66 to 67
7		
I	Schedule "A", "B" & "C"	68 to 70
II	Schedule "A" & "B"	71 to 74
8	Memorandum of works	75 to 75

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



E-Tender Notice

E-Tenders are invited from eligible contractors for the work of:

E-tender No:-EEC/RTN/eT-56/2023-24.

Name of work:- Various civil maintenance works to be carried out at Sindhudurg Circle office building, Kudal, Dist. Sindhudurg.

Time Limit: 02 (Two) Months.

Estimated Cost: Rs. 8,41,511.00 (8.41 lakhs)

Tender Price: Rs. 1000+180 (18% GST) per e-Tender can be paid online into MSEDCL account by logging on to MSEDCL official web site www.mahadiscom.in

EMD: Rs. 8,410.00

Period sale of E-Tender: From 16.02.2024 to 22.02.2024

The detailed e-tender notice stating pre- qualifying conditions and eligibility criteria, scope of work, mode of submission etc. for above said work as available in this e-tender on our official website www.works.mahadiscom.in/eTender/etender from 16.02.2024 to 22.02.2024

Digitally secure and percentage rate e-TENDER are invited through electronic Tendering system e-Tender from reputed experienced and registered contractors registered under appropriate class with central or state Govt/Semi/Govt Departments/PSU as well as registered contractor under MSEDCL online registration System for works and contracts. Tender should be uploaded online latest by Dt. 23.02.2024 up to 13.00 Hrs. For last minute trafficking Tenderers are requested to upload their bids well before submission closing date i.e. 23.02.2024 up to 13.00 Hrs.

EMD can be paid by Online into MSEDCL account or by Cash or valid D.D of any nationalized bank in favor of The Executive Engineer (C) Civil Division, Ratnagiri payable at Ratnagiri up to 23.02.2024 before 13.00 Hrs. & should be submitted before date and time of submission.

For details contact person Executive Engineer (Civil), Ph. No.: 02352-222177 Mobile No.: +91-7875765016

Agencies are requested to visit our web site to register themselves for this and future e-Tenders.

Executive Engineer (C)
MSEDCL, Civil Division, Ratnagiri



E-Tender Notice

Digitally signed secured percentage rate e-TENDER are invited through electronic Tendering system of e-Tendering From reputed experienced and registered contractors registered under appropriate class PWD/CPWD/MES/Railways or any other Govt./Semi Govt. Departments as well as registered contractor under MSEDCL online registration System for works and contracts. Tender should be uploaded online latest by Dt. **23.02.2024** up to 13.00 Hrs.

E-Tender No. : **EEC/RTN/eT-56/2023-24**

Name of work: **Various civil maintenance works to be carried out at Sindhudurg Circle office building, Kudal, Dist. Sindhudurg.**

Time Limit: **02 (Two) Months**

Estimated Cost: **Rs. 8,41,511.00 (8.41 lakhs)**

EMD: **Rs. 8,410.00 to be paid upto 23.02.2024** before 13.00 PM through Online into MSEDCL account or cash or D.D. in the favour of the Executive Engineer (C), MSEDCL, Civil Division, Ratnagiri payable at Ratnagiri.

Interested Tenderers should furnish attested copies of following prequalifying documents, certificates in Technical Bid and filled up tender forms in Commercial Bid on the day of submission of tenders up to 13.00 Hrs. Dt. **23.02.2024**

- 1) Registration in appropriate class from PWD/CPWD/MES/Railways or any other Govt./Semi Govt. Departments.
- 2) Experience of having successfully completed similar works with Govt./Semi Govt./Public sector during last 5 years ending last date of month previous to the month in which tenders are invited and issued by an officer not below the rank of Executive Engineer should be either of the following:
 - i) Three similar completed works each costing not less than 40% of the estimated cost.
 - ii) Two similar completed works each costing not less than 50% of the estimated cost.
 - iii) One similar completed works costing not less than 80% of the estimated cost.
- 3) Copy of PAN card issued by Commissioner of Income Tax and filed Income Tax return of the previous financial year. Previous year shall be interpreted as per I.T. Act & Company rules.
- 4) GST Registration certificate issued by Govt.
- 5) E.P.F. registration certificate under Provident Fund Act 1952 (if applicable).
- 6) E.S.I.C. registration certificate (if applicable).

- 7) A valid Solvency certificate from any Nationalized/Scheduled Bank in original or attested true copy at 20% of the tender cost i.e. issued not earlier than 12 months on date of opening.
- 8) Copy of Money receipt of payment of EMD in case of cash or DD and 'Transaction Receipt' in case on on-line payment.
- 9) Partnership Deed if firm is registered under limited liability partnership (L.L.P.) if registered under Pvt. Ltd. or Limited company authorized documents of Director of Company.
- 10) Average annual financial turnover certificate, balance sheet & profit & loss statement from registered Chartered Accountant for last three financial years, ending 31st March of previous financial year should be at least 30% of the estimated cost.

Executive Engineer (C)
MSEDCL, Civil Division, Ratnagiri



E-Tender No.: EEC/RTN/eT-56/2023-24

Instructions to Tenderers:

- 1) Following Tender document shall be submitted duly signed by the tenderer without which the tender is liable to rejection:
 - i) Tender specification.
 - ii) Drawing (If enclosed with the blank tender specification).
 - iii) Attested copies of:
 - a) Registration certificate in appropriate class from PWD/CPWD/MES/Railways or any other Govt./Semi Govt. Departments. (Letter from the Departmental for having applied for registration shall not be acceptable and tenderer must submit a valid registration certificate only).
 - b) Experience certificate of having successfully completed similar works with Govt./Semi Govt./Public sector during last 5 years ending last date of month previous to the month in which tenders are invited and issued by an officer not below the rank of Executive Engineer should be either of the following:
 - i) Three similar completed works each costing not less than 40% of the estimated cost.
 - ii) Two similar completed works each costing not less than 50% of the estimated cost.
 - iii) One similar completed works costing not less than 80% of the estimated cost.
 - c) Copy of PAN card issued by Commissioner of Income Tax and filed Income Tax return of the previous financial year. Previous year shall be interpreted as per I.T. Act & Company rules.
 - d) GST Registration certificate issued by Govt.
 - e) E.P.F. registration certificate under Provident Fund Act 1952 (if applicable).
 - f) E.S.I.C. registration certificate (if applicable).
 - g) A valid Solvency certificate from any Nationalized/Scheduled Bank in original or attested true copy at 20% of the tender cost i.e. issued not earlier than 12 months on date of opening.
 - h) Copy of Money receipt of payment of EMD in case of cash or valid M.R. of DD submitted before due date & time of submission 'Transaction Receipt' in case on on-line payment.
 - i) Partnership Deed if firm is registered under limited liability partnership (L.L.P.) if registered under Pvt. Ltd. or Limited company authorized documents of Director of Company.

- j) Average annual financial turnover certificate, balance sheet & profit & loss statement from registered Chartered Accountant for last three financial years, ending 31st March of previous financial year should be at least 30% of the estimated cost.
- 2) The corrections in the tender if any should be initialed by the tenderer before submission of the tender. Each page of tender document should be signed by the tenderer and rates and prices quoted shall be in ink only.
 - 3) Tenderer may sign the tender in English or in any Indian Language. Tenderer shall quote the percentage rates in English or Marathi both in Figures as well as in Words.
 - 4) 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.
 - 5) In the event of tender being submitted by a Firm, it must be signed by a person holding a Power of Attorney authorized by him to do so, such Power of Attorney should be presented along with the tender.
 - 6) Intending tenderer should note that he will have to work simultaneously with other contractors already entrusted with other work in future on the same site. The contractor will have to work in close co-operation with all contractors engaged in this project.
 - 7) Tenderers who do not fulfill all the above conditions or incomplete are liable for rejection.
 - 8) The right of acceptance of the tender will rest with Maharashtra State Electricity Distribution Co. Ltd., who do not bind themselves to except the lowest tender and reserved themselves authority to reject any or all the tenders received, without assigning any reason whatsoever. No tender will be considered unless the pre-qualifying conditions and those brought out herein are fulfilled.
 - 9) "Time" being the essence of this contract, the works listed in schedule 'B' and covered in scope of work should be completed within the time schedule given.
 - 10) Blank tender form containing terms and conditions, plans, detailed specifications etc. can be downloaded by paying Tender Fee online into MSEDCL A/c through e-Payment on Company's website <https://etender.mahadiscom.in/eatApp> from 16.02.2024 to 22.02.2024 & blank Tender cost will be accepted through online payable at Ratnagiri up to 23.02.2024 and EMD will be accepted by online payable at Ratnagiri up to 23.02.2024 before 13.00 Hrs. Tender fee, E.M.D. will not be accepted after due date and time of tender.

- 11) Dully filled tender documents as per specified conditions above should be uploaded on our official website only. i.e. <https://etender.mahadiscom.in/eatApp>.
- 12) Tenders will be opened at **14.00** Hrs. on same day, i.e. last day of submission if possible or on subsequent working day in the presence of such of the Tenderers or their authorized representatives with authority letter who may choose to remain present along with original documents for verification.
- 13) If the tenderer fails to fulfill the requirements of technical bid as specified above, commercial bid of such Tenderers will not be opened & are liable for rejection.
- 14) Tenderer himself or his representative with authority letter must be present along with original documents, which will be verified at the time of opening of tenders. If failed to produce all original documents for any reason, commercial bid will not be opened.
- 15) Incomplete documents and absence of any original documents will not be permitted for opening of Commercial bid.
- 16) Objections, if any, during tender opening must be given in writing at the same instant on letter head. No complaints/objections in any form afterwards will not be entertained.
- 17) Right to reject any or all tenders without assigning any reason whatsoever, is reserved by the undersigned.
- 18) As per Govt. Resolution and circular no. IA/A/Insurance/29846 Dt. 25.09.2014. The contractor shall obtain Insurance policy in respect of workmen deployed to complete the contract work for contractors all risk (CAR) insurance policy or Transit cum erection (TCE) or Erection all risk (EAR) insurance in respect of contract works awarded by MSEDCL on issue of letter of intent /work order, from **National Insurance Co. Ltd., 2811, Subhash Road, Opposite - Patit Pavan Mandir, Ratnagiri - 415612 Ph. No. 02352/222159, Mob. No. 9822121350** and submit premium paid receipt to dept. for every work order before commencement of work or other wise 1.00% of the work order amount will be deducted from the bills payable to you at the time of making payment.

Executive Engineer (C)
MSEDCL, Civil Division, Ratnagiri



Instructions to Tenderers:

- 1) Percentage item rate e-tenders are invited from reputed licensed Contractor duly registered in the State Govt. Department who have executed works of like nature i.e. **Civil work** in the Maharashtra State Electricity Distribution Co. Ltd. or any other Govt. Dept. satisfactorily of value are as three similar completed works each costing not less than 40% of the estimated cost or two similar completed works each costing not less than 50% of the estimated cost or One similar completed works costing not less than 80% of the estimated cost.

Name of Work	Estimated Cost	Time Limit	EMD	Tender Fee
Various civil maintenance works to be carried out at Sindhudurg Circle office building, Kudal, Dist. Sindhudurg.	Rs. 8,41,534.00 (8.41 lakhs)	02 (Two) Months	Rs. 8,410.00	Rs. 1000+180/- (18% GST)

The Tender must be filled in the prescribed forms which can be obtained by downloading from web site <https://etender.mahadiscom.in/eatApp>. The Tender forms will be available on above web site from date **16.02.2024 to 22.02.2024** by downloading after non refundable online/Cash/D.D. in the name of The Executive Engineer (C), MSEDCL, Civil Division, Ratnagiri payable at Ratnagiri of Rs. **1000+180/- (18% GST)** as indicated above.

- 2) The prescribed earnest money shall be submitted in the form of online/ Cash/D.D in the name of The Executive Engineer (C), Civil Division, Ratnagiri payable at Ratnagiri. The same will be returned to the agency by the Company on receipt of application, when due Tenders without the requisite a earnest money in online/ Cash/D.D. in the name of The Executive Engineer (C), MSEDCL, Civil Division, Ratnagiri payable at Ratnagiri are liable to be rejected. Earnest money & Tender fee in the forms other than stipulated above shall not be acceptable.
- 3) A schedule of quantities is included in the Tender document. It shall be definitely understood that the quantities indicated under schedule “B” are only tentative and this schedule is liable to alteration by omission, deduction or addition at the discretion of the Executive Engineer (C) or this representative as put forth in condition of the contract.
- 4) The uniform percentage above / below / at par quoted shall include cost of all material, labour, plant, equipment, temporary works, tools setting out supervision, transport, taxes, excise duty, royalties, state or central taxes or levies payable on all transport insurance and

everything necessary for due completion and proper performance of all works under the contracts.

- 5) The GST Tax and excise duty material or furnished and fabricated material and on completed works shall not be paid separately by Company. The rates quoted by the tenders for the various items are deemed to provide for and include all taxes applicable including the turnover tax and Maharashtra GST Tax on transfer of the property as involved in the works concrete etc. paid / or to be paid to the relevant Authority.
- 6) The rates quoted for various items shall be inclusive of all royalties payable on boulders, stone metal, murum, sand, excavated material etc. and all other items included under the scope of the various items of work covered.
- 7) The quoted prices shall be valid even if the work under the scope for this tender is split into two or more parts and awarded to two more tenderers.
- 8) Overall time allowed completion of the work is **02 (Two) Months**. Time limit shall be counted from the date of handing over of site initially, to the contractor. It shall however be clearly understood that it may not be possible for the board to hand over the entire site of work to the company's 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 work intimated to him by the Engineer-In-Charge during the course of contract and handover to the board the completed work in accordance with such programmed.
- 9) It may be clearly understood by the tenderer that the contractor shall be bound to complete and handover to the Company any works and period/s indicated in the programmed without any extra expenditure to the Company.
- 10) The digitally secure tender should be uploaded online on our website <https://etender.mahadiscom.in/eatApp> latest by Dt. **23.02.2024** up to 13.00 Hrs. for last minute trafficking tenderer are requested to upload their bids well before submission closing date i.e. **23.02.2024** up to 13.00 Hrs. The tenders will be opened on the same date if possible at 14.00 Hrs. or on subsequent working day in the above office in the presence of the tenderer or their representatives who may desire to remain present.
- 11) The earnest money 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 thereafter.

12) **SECURITY DEPOSIT:** Within 10 days from the date of issue of letter of intent / work order the successful tenderer shall pay in the office of the Executive Engineer (C), Civil Division, MSEDCL, Administrative Building, Nachane Road, Ratnagiri - 415639. The Security Deposit amounting to Five percent of contract value in Cash or Demand Draft, Fixed Deposit Receipts, if the contractor is so permitted, the security deposit can be paid in the following manner.

- i) Initial Deposit equivalent to two and one half percent of the contract value shall be paid in the form of Bank Guarantee in MSEDCL standard proforma or in F.D.R. of any Schedule Bank.
- ii) The balance amount of the Security Deposit shall be recovered by way of deductions from first 2 R. A. Bills at the rate of 50% of balance Security Deposit. No interest will be payable by the Co.'s to the Contractor on the Security Deposit, in whatever form it is held by the Company.

iii) **REFUND OF SECURITY DEPOSIT:**

Normally, 50% of the total Security Deposit shall be refunded to the Contractor in spite of any delay in the finalization of the final bill, if any, within one month from the date of expiry of the maintenance period as stated elsewhere in this tender specification, provided however, that all the works under the contract value been completed satisfactorily by the contractor including clearance of site of all surplus materials and other construction debris and a certificate to this effect is given by the Executive Engineer(C)-In-Charge. and as could be assessed at the time, the outstanding from the contractor are less than the amount payable to the contractor in the final bill but only after the contractor has handed over possession of MSEDCL piece of land allotted to him for locating his labour colony under Clause No. 13 of "SPECIAL CONDITIONS OF CONTRACT" and the contractor has rendered a completed account of usage and return of balance of all material issued to him by the Co.'s under Schedule 'A' to the satisfaction of the Engineer-In-Charge. Further 25% of the Security Deposit, may be released within Six months. From the date of expiry of the maintenance period. The balance 25% the Security Deposit shall be released along with the payment of final bill. Not with standing anything stated above, the Competent Authority of the Company may as its sole discretion release the Security Deposit at any stage after the satisfactory completion of the contract.

- 13) Within one month from the date of receipt of the work order, the contractor shall have to enter into an agreement with the Co.'s for the satisfactory completion of the contract in the approved proforma of agreement of the Co.'s. Until such agreement is executed, the Co.'s will not be liable, to pay, nor shall the contractor be entitled to claim amounts due or payable, if any, under the contract. The cost of necessary stamp paper for the agreement shall be borne by the contractor.
- 14) Tenders must return the form of tender with the specifications, drawings and the schedule of quantities and rates and other schedules duly signed. Any tender not bearing signature of the tenderer on all the documents accompanying the tender is liable to be rejected.
- 15) The tenderer shall visit the site of work and see and satisfy for him the site conditions regarding approaches, materials, water supply, labour etc. and all other matters affecting the work, before filling in percentage rates. The tenderer is further requested to study the specifications; the drawings and all other documents attached to the tender papers then fill in the percentage rates.
- 16) The rates quoted shall be for finished work, complete in every respect and shall include charges involved in maintenance for the period-stipulated elsewhere in these tender specifications.
- 17) Doubts regarding interpretation of any of the Clauses or Specifications shall be got clarified from the Executive Engineer(C), MSEDCL, Civil Division, Administrative Building, Nachane Road, Ratnagiri - 415 639 in writing wherever necessary by the tenderers before submission of their tenders. Submission of a tender by a tenderer implies that he has read these instructions and has made himself aware of the scope of work, the specifications, the conditions of contract and the Company will not therefore pay any extra charges on any account in case the contractor finds later on to have misjudged the site conditions or specifications.
- 18) The tenderer shall quote in English or Marathi both in figures as well as in words the percentage above or below the estimate rates put to tender, and amount in the price schedule of items of work forming part of the tender in such a way that any interpolation is not possible. The tendered amount for the work shall also be entered in the tender and duly signed by the Tenderer.
 - i) When there is a difference between the percentage in figure and words, the rates which correspond to the amount worked out by the Tenderer shall be taken as correct, if it is item rate tender.

- ii) When the percentage quoted by the tenderer in figures and words tallies but the amount is incorrect, the percentage quoted by the tenderer shall be taken as correct.
 - iii) In case in the 'ABOVE / BELOW' column neither of the words 'ABOVE' or 'BELOW' is struck off or both are struck off after filling in the percentage will be considered as 'ABOVE' estimate.
- 19) All corrections and alterations in the entries of tender papers shall be digitally signed in full by the Tenderer with date. All signatures in the tender document shall be dated as well as all pages & all parts and sections of tender documents shall be initiated at the lower right hand corner or signed wherever required in the document by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the Tenderer before submission of tender.
 - 20) Agenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications in the design of Contract Terms. All such agenda issued shall form part of tender documents.
 - 21) The contract or any thereof shall not be sublet without the written permission of the Executive Engineer-In-Charge. In respect of subletting of work in terms of labour contract, if any, it shall be the sole responsibility of the main contractor to guard that none of the requirements of The Maharashtra Contract Labour (Regulation and Abolition) Act & Rules (191) get infringed. The contractor shall save the Company harmless in respect of any actions brought by Government against the Company in this respect.
 - 22) Contractor shall submit the certificate regarding registration under **Labour Contract Act** to the Engineer-in-charges, when so called for.
 - 23) The Contractor shall possess a valid certificate of Registration as required under the Maharashtra GST Tax on the transfer of property in goods involved in the execution of works contract (Re-enacted) Act, 1989, as updated. The certificate shall be produced by the contractor to the Engineer-in-charge whenever called for.
 - 24) Tenders (price bids) shall remain open for acceptance of a period of **120 days** from date on which they are due for submission and during this period no tenderer shall be allowed to withdraw his tender. Any such withdrawal during the said period will entitle forfeiture of the earnest money deposited by the Tenderer.
 - 25) RECOVERY OF INCOME TAX AT SOURCE: In accordance with provisions of Section 194(C) of the Finance Act. 1972, deduction of Income Tax at source at the rate of 2.00% (Two Percent) of the gross amount payable, shall be made from the Contractor's bill, unless

he produces necessary exemption certificate from the appropriate authorities of the income tax department. Any other deduction if required under any other Finance Act/s shall also be made from the contractor's bills, unless he produces necessary exemption certificate.

- 26) GST TAX: GST Tax will be recovered as per Govt. rules and regulations. If there are any changes in implemented by central excise department, as amended by Govt. time to time, are applicable & acceptable to this work.

As per circular no, MSEDCL/ Taxcell/GST/TDS/1735, Dt.28.09.2018, 2% GST over TDS will be applicable if the value of contract exceed Rs. 2,50,000 excluding GST. A contract meaning the value of the whole contract which is issued to vender for the supply of goods or services or for both has to considered.

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

- 28) PROCEDURE FOR SUBMISSION OF TENDER:

The tender should be submitted in two separate Scanned bids namely Technical Bid & Commercial Bid.

I) The Technical Bid should contain attested true copies of following documents:

- a) Registration in appropriate class from PWD/CPWD/MES/Railways or any other Govt./Semi Govt. Departments. (Letter from the Departmental about having applied for

- registration shall not be acceptable and tenders must submit a valid registration certificate only).
- b) Experience of having successfully completed similar works with Govt./Semi Govt./Public sector during last 5 years ending last date of month previous to the month in which tenders are invited and issued by an officer not below the rank of Executive Engineer should be either of the following:
 - i) Three similar completed works each costing not less than 40% of the estimated cost.
 - ii) Two similar completed works each costing not less than 50% of the estimated cost.
 - iii) One similar completed works costing not less than 80% of the estimated cost.
 - c) Copy of PAN card issued by Commissioner of Income Tax and filed Income Tax return of the previous financial year. Previous year shall be interpreted as per I.T. Act & Company rules.
 - d) GST Tax Registration certificate issued by Govt.
 - e) E.P.F. registration certificate under Provident Fund Act 1952 (if applicable).
 - f) E.S.I.C. registration certificate (if applicable).
 - g) A valid Solvency certificate from any Nationalized/Scheduled Bank in original or attested true copy at 20% of the tender cost i.e. issued not earlier than 12 months on date of opening.
 - h) Copy of Money receipt of payment of EMD in case of cash or DD and 'Transaction Receipt' in case on on-line payment.
 - i) Partnership Deed if firm is registered under limited liability partnership (L.L.P.) if registered under Pvt. Ltd. or Limited company authorized documents of Director of Company.
 - j) Average annual financial turnover certificate, balance sheet & profit & loss statement from registered Chartered Accountant for last three financial years, ending 31st March of previous financial year should be at least 30% of the estimated cost.
- II) The Commercial Bid should contain the Memorandum of works duly complete and signed by the contractor.

The EMD should be paid by online/Cash/D.D. in the name of The Executive Engineer (C), MSEDCL, Civil Division, Ratnagiri payable at Ratnagiri.

The Commercial bid will not be opened if the documents in the Technical bid are incomplete or not qualifying for the consideration.

- 29) Tenders, which do not fulfill any or all of above conditions or are incomplete in Any respect are liable to summary rejection.

Apart from above document compulsorily called in Clause No. 23, Sr. No. 1 to 4 of this Clause the contractor has to submit along with the tender or later on the following documents.

- a) The Partnership Deed (For Partnership Firm)
 - b) List of T & P owned by the contractor.
 - c) Registration under Labour Act if applicable.
 - d) List of works in hand with its cost and latest status of completion.
- 30) The tenderers shall also submit the percentage Schedule all duly filled in Company's tender forms issued for the purpose, along with all tender drawings, all documents duly signed.
- 31) The tender shall not put forth any terms or conditions either commercial or technical at variance with those stipulated in Company's tender specification. Conditional tenders are liable to be rejected.
- 32) The Company reserves the right to relax any of the above conditions without assigning any reason thereto.
- 33) The right to reject / accept any or all tenders, in part or whole without assigning any reason thereto.
- 34) The Company does not bind itself to accept the lowest bid. The Company reserve the right to reject any bid or portion thereof without assigning any reason thereof or to split the contract either at the initial contract award stage or during the progress of work due to unsatisfactory work or progress of the contractor. The Company will not entertain any claim from the contractor as a result of such action on part of the Company.
- 35) Further information required, if any, can be obtained from the office of the "Executive Engineer(C), MSEDCL, Civil Division Administrative Building, Nachane Road, Ratnagiri-415 639. It must be clearly understood that the tender must be uploaded complete in every respect by the due date and time.

Date:

**Signature & Full Address of the Tenderer
& his office Seal or Stamp**

Executive Engineer (C)

MSEDCL, Civil Division, Ratnagiri



SPECIAL CONDITIONS OF CONTRACT

1) GENERAL:

These special conditions of contract supplement the Instructions to Tenderers and the General Conditions of Contract as stated in tender and contract for works from as applicable to works contract and shall be considered as part of the contract document, where the provisions of these special conditions are at variance with the General Conditions of contract, these special conditions shall prevail.

2) SCOPE OF WORK:

The Scope of work covered under the present tender & contract is mainly:

Various civil maintenance works to be carried out at Sindhudurg Circle office building, Kudal, Dist. Sindhudurg.

LOCATION OF WORK:

The site of work is at: Sindhudurg Circle office building, Kudal Dist. Sindhudurg.

DRAWING:

- i) The drawing furnished along with the tender are only for giving idea for tendering and shall not prevail over the construction, drawings furnished during the course of the contract or the description of the work under relevant item of Schedule "B".
- ii) The dimensions described in the construction drawings and calculated dimensions shall be adhered to, but the drawings shall not be scaled. In case of discrepancy between the described dimensions and calculated dimensions the contractor shall forthwith bring the discrepancy to the notice of the design office & obtain the corrections before proceeding ahead with the work. In case of failure to obtain clarification of the discrepancy by the contractor, the same shall be at his risk and cost, unless otherwise, ordered in writing by the **Executive Engineer (Civil), Engineer - In - Charge** of the work.
- iii) 'Notes' and 'Schedules' incorporated in the drawings shall prevail over the details drawn / shown in the drawings, unless otherwise ordered in writing by the **Executive Engineer (Civil), Engineer – In-Charge** of the work.
- iv) The Drawings as per Annexure "D" include only some of the preliminary drawing. Those are for the tenderer's reference only. The drawings do not indicate all the details and are only are only generally indicative. The quoted rates should however be good for the final

design and drawings to be issued later for construction. It shall be clearly understood that final drawings may or may not be identical to those indicated in the Annexure “D” and no extra claim from the contractor on this account would be entertained.

v) The Company reserves the right to change the plans, alter locations, delete portions of the prior to or during construction if it consider necessary Contractor will have to claim on the Board on this account except that he will be paid by the Company at contract rates or at reduced rates as applicable, for actual work carried out prior to such changes, subject to, however that such work carried out is as per Company’s approved drawing specifications duly released for construction.

vi) The contractor will have to proceed with the work as and when the drawings are released for construction by the Company. The Contractor will have to adjust his construction programmed to suit the issued drawings. No claim for any such adjustment will be entertained. It shall be specifically noted by the tendered that the Company will release the drawings for construction progressively

1) PERIOD OF COMPLETION OF WORK:

The time allowed for completion of the work shall be as stated under Clause (8) of INSTRUCTION TO TENDERER. Time being the essence of the contract, the failure of the Contractor to give adequate progress shall be dealt with severely under various provisions of contract by withdrawal of work for any part, in part or whole and execution thereof through any other agency or Departmentally, solely at the risk and cost of the contractor by encashment and diversion of Security Deposit and other dues as per provisions of contract especially in the event of the work being delayed in such a way that overall progress is affected.

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

2) DEPARTMENTAL SUPPLY OF MATERIALS:

2.1 No material will be issued by Departmental except shown in Schedule “A”. The contractor has to arrange for each and every material required for the job. The materials procured by the contractor should be of approved quality, confirming to the detailed specifications, specifications for materials and as per relevant I.S. Specifications. The cement to be utilized shall be from reputed

manufacturer approved by the Engineer-In-Charge and shall be ordinary Portland cement confirming to I. S. 269-1967. For each batch of cement, tests should be arranged by the contractor.

- 2.2 The materials procured shall be from reputed manufacturers or their duly authorized dealers / stockiest only. The materials shall confirm to the relevant I.S. Specifications. The materials shall also be got tested at an approved laboratory, at the cost of the Contractor to confirm suitability, before commencement of the supply.
- 2.3 The contractor shall produce original quotations collected from various agencies as above and get the 'Supplier' and the prices approved from the Superintending Engineer-In-Charge in writing before procuring the material.
- 2.4 On completion of the supply the contractor shall submit to the Superintending Engineer-In-Charge through the Sub-Divisional Office, the original receipt of payment from the approved supplier duly indicating the GST Tax Registration number, quantity supplied, rates charges etc. and payment receipt etc. The receipt shall be in the name of the main contractor.
- 2.5 **REINFORCEMENT STEEL:** The reinforcement bars for incorporation in R.C.C. work will not be supplied by the Employer and the contractor shall have to make his own arrangements for procuring the same from reputed manufacturers, Re-rollers or authorized dealers. Purchases of steel from unauthorized sources or unauthorized dealers will not be permitted. The reinforcement bars shall be either plain round mild/Tor as per requirement & as directed steel bars confirming to grade I of I. S. 432 or high yield strength deformed bars confirming to I. S. 1786 or I. S. 1139, as specified in the relevant drawings and as per the relevant item of Schedule 'B' wire mesh or fabric where specified will confirm to I. S. 1566 each lot of the reinforcement steel shall be tested by the contractor in a laboratory approved by the Engineer-In-Charge to confirm the specified quality. No steel shall be permitted to be used in works nor any advance would be granted to the contractor by the Employer unless the test certificate confirming its quality under the provision of the relevant I. S. is submitted by the contractor to the Engineer-In-Charge.

3) WATER SUPPLY:

- 3.1 The contractor will have to make his own arrangement of water for execution of this contract. Company will not supply or arrange for supply of water. Sufficient water should be arranged by the contractor throughout the contract period. No extension will be given for the reason that there is scarcity of water.
- 3.2 If it is possible for the department to supply / spare water for the work water supply will be arranged by the Company at any one point at ground level near the side of work for activities.

The water supply will be arranged for limited duration as per local condition and the contractor shall have to make his own arrangement for storage of water in adequate quantities for uninterrupted progress of work, as also install at his own cost pumping and further distribution system as per the requirement.

- 3.3 The Company shall charge a flat rate of 0.25% of the gross value of work done under the contract including the value of all extra items etc. for the supply of water and the recovery would be effected, in respect of the quantum of water supplied, from the running account bill at the rate of 0.25% of the gross value of each R. A. Bill including the value of extra item etc.
- 3.4 The Company shall not be responsible for any inconvenience caused to any stoppages or interruptions in water supply neither any compensation can be claimed by the contractor due to such non supply, or interrupted supply of water nor will any claim for reduction in flat rent will be entertained.

4) ELECTRICAL ENERGY :

- 4.1 Electrical power (3 phase, 440 volts or as available) will be made available to the contractor for lightning etc. any two points for construction and related activities such as site lightning etc. The contractor shall have to carry out, at his own cost, all further connection, as per electricity rules & regulation.
- 4.2 The Company shall charge at flat rate of 0.25% of the gross value of work done under the contract including the value of all extra items, escalation etc. for the supply of electrical energy and the recovery would be effected, irrespective of the quantum of electrical energy supplied, from the running accounts bills at the rate of 0.25% of the gross value of each R. A. Bill including the value of extra items etc.
- 4.3 The Company shall not be responsible for any inconvenience caused due to any failure of electric supply and no compensation can be claimed by the contractor due to such non-supply, neither will any claim for reduction in flat rate will be entertained.
- 4.4 The complete installation which the contractor has to undertake for his power supply should conform to the Indian electricity rules 1966, and the Indian electricity Act, 1910, which latest amendments and as per the specifications and standards laid down therein and as approved by the Engineer-In-Charge.

5) TOOLS, PLANT AND MACHINERY :

- 5.1 In respect of procurement of plant and machinery, it will be for the contractor to apply to concern authorities for necessary permit etc. under intimation to the Company. It will be for Maharashtra State Electricity Distribution Co. Ltd., only to recommended the application in accordance with the prevailing rules and the entire responsibility and consequences in respect of non – receipt of machineries etc. even in spite of Company's recommendation shall have to be borne by the contractor.
- 5.2 All constructional tools, plant and machinery such as pneumatic drills, air compressors, concrete breakers, pumps, concrete mixer, hoist, dumpers, weigh batchers, vibrators, rollers and all other required machineries etc. shall be provided by the contractor for constructions works.
- 5.3 The contractor shall state in Schedule 'C' the details of plant and machinery already held by him and likely to be earmarked for this work including their rating.
- 5.4 Such items of plant and machinery as are available with the Company may be made available at the discretion of the Superintending Engineer to the contractor on payment of hire charges which will be recoverable every month from the contractor's bills and shall be charge for the entire period, including idle days till return of the plant and machinery in working conditions after use. No claim or compensation will be entertained by the Company, for the delay caused to the works by the non-working of any machineries, tools and plants given to the contractor by the Company on hire. The contractor shall employ skilled operators for operating the equipments and return after use the same in the same running condition as they were when handed over to him. Any damage done to the equipment shall be made good by the contractor except normal wear and tear and decisions as to whether such wear and tear is normal or otherwise shall rest entirely with company. The hire charges shall be as fixed by the Executive Engineer(C).

6) ROYALTIES, TAXES ETC.:

All charges such as GST tax, royalties, and other duties for materials obtained for the works and on fabricated materials, if any, shall be borne by the contractor and also all taxes, local, state or central including the turnover tax, all taxes applicable to works contracts etc. Royalty, if any, for minerals etc. (Stone, rubble, Murum, Sand, Clay etc.) removed shall payable by the contractor. All amounts due on this account (Royalties taxes etc.) shall be paid by the contractor directly to the authorities concern. However, if so required by the

concerned authorities the Company may recovered the outstanding amount from the money due to the contractor of from his security deposit and the contractor will not be entitled to any refund from the Company on this account.

As per circular no, MSEDCL/ Taxcell/GST/TDS/1735, Dt.28.09.2018, 2% GST over TDS will be applicable if the value of contract exceed Rs. 2,50,000 excluding GST. A contract meaning the value of the whole contract which is issued to vender for the supply of goods or services or for both has to considered.

7) TIME IS THE ESSENCE OF CONTRACT :

7.1 Time is the essence of contract. The time shall be reckoned from the date on which the site of work is handed over to the successful tenderer.

7.2 The contractor shall prepare schedule/Bar chart indicating the commencement and compensation date for each foundation/structure under the scope of work to suit for completion stipulated under **clause 8 of INSTRUCTION TO TENDERERS** and submits the same within 15 days from the date of receipt of the work order to Executive Engineer-In Charge, for approval. This schedule / Bar chart shall be reviewed, every fortnight, to ensure that the completion dates, for each foundation / structure, will be met or to institute corrective step to maintain the targeted completion dates. The Company reserves the right to revise the above Schedule / Bar chart and the contractor shall not have any right for compensation on this account.

7.3 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.

8) LABOUR CAMPS, HOUSING, ACCOMODATION ETC. :

The contractor will have to make his own arrangements for the housing of his staff and labour on a piece of land shown to him by the Engineer-In-Charge at a nominal rate of Rs. 100/- (Rs. One hundred only) for the entire contract period including all extensions, provided such land is available. The contractor will also have to provide for sufficient latrines for the use of his workers, male and female to keep the same clean and disinfected at all time during the period of work and to remove the same and disinfect the ground and make good all damages on completion of the work. In regard to hutted accommodation for his workman, he should comply with the local regulations. The contractor shall after completion of work

remove all the huts and handover the piece of land back to the Company duly cleaned of all the debris and disinfected.

9) CO-OPERATION WITH OTHER CONTRACTORS / AGENCIES :

Apart from the work under this contract, other works may be simultaneously going on either departmentally or through other agencies. Each contractor or Agency shall co-operate with the other to the fullest extent and shall allow to each other, every facility & co-operation for execution of their work simultaneously and satisfactorily, during the erection of machinery or execution of any other related works. The contractor will have to work only at places as directed by the Engineer-In-Charge. The contractor may sometimes have to suspended his work partially or such times, he will be informed from time to time and directed by the Engineering charge, when to work. He may also be required to dismantle / shift his construction plant and equipment so as to cause minimum obstruction and inconvenience for erection of machinery and / or any other construction operation/s. In such cases, he shall not be given any compensation of account of reduction or stoppages of work or idle labour force or dismantling / shifting of his construction plant and equipment etc. It shall, however, be seen by the Engineer-In-Charge that the contractor is not put to unnecessary inconvenience.

10) WORKING HOURS:

- 10.1 The hours of work for the labour employed by the contractor shall confirm to the hours of working fixed by the Company.
- 10.2 If the Engineer-In-Charge give permission for night work, such night work shall not entitled the contractor to any increase in rates.
- 10.3 Where night work is in progress, any excavated area shall be barricaded and shall be provided with red light and all other working areas shall be well lighted to prevent accidental falls etc.
- 10.4 Work shall normally be done in single shift per day. However, the Engineer-In-Charge reserve the right to order over time / double shift / triple shift working if required by progress requirements and the contractors shall not be paid anything extra over his contract rate for such overtime / double shift / triple shift working. The Engineer-In-Charge if he orders such additional shift/s will arrange his Engineer for the usual supervision in additional to normal contractor's supervision.

11) CONTRACTORS SUPERVISION :

- 11.1 The contractor shall, during the entire period, the works are in progress, employ a qualified civil Engineer to be in charge of the works with adequate experience in handling of jobs of his nature and with the prior approval of the Executive Engineer(C) -In-Charge. Such Engineer shall be constantly in attendance at the site during working hours, and also beyond working hours, will it may be necessary to give directions, orders may be given by the Engineer-In-Charge and shall be received and obeyed by the Contractor's Engineer, Superintendent or Foreman who may have charge of the particular part of the work in reference to which orders are given. If requested to do so, the Engineer-In-Charge shall confirm such orders in writing. Any direction, instructions to him, shall be deemed to have been given to the contractor. The representative of the contractor shall have all necessary powers to receive Schedule 'A' materials from the company stores, issue valid receipts for the same, engage labour or purchase materials and proceed with the work as required for speedy execution.
- 11.2 None of the contractor's Engineers, Supervisors or labour shall be withdrawn from the shall be made if in the opinion of the Engineer-In-Charge such withdrawals will jeopardize the required pace of progress or detrimental to successful completion of the work.
- 11.3 The contractor shall employ for execution of work only such persons as are careful, skilled and experienced in the respective trades, and the Engineer-In-Charge shall be at liberty to object to and require the contractor to remove any person employed by the contractor in or about execution of works who in the opinion of Engineer-In-Charge misconduct himself or is incompetent or negligent in the proper performance of his duties and all such persons shall not again be employed upon the works without the prior written permission of the Engineer-In-Charge.
- 11.4 The contractor must also provide for necessary skilled and unskilled workmen for each class of work and the Engineer-in-charge shall have the right to satisfy himself about the stability or otherwise of such workmen. The Engineer-in-charge shall have the right to demand the removal of any technical 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. The contract shall also provide for the necessary staff such as operators, labors and also materials, scaffolding, shoring tools and plant of every kind. Quality and description whatsoever necessary for the speedy and efficient execution of the work. (The rates quoted in the Schedule "B" for the different items of work are deemed to include all the aforesaid charges.)

12) SECURITY REGULATION :

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

13) SETTING OUT WORKS :

- 13.1 The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correspondence of the positions, level, dimension and alignment of all parts thereof. If at any time any error shall appear during the progress of any of the works, the contractor shall at his own expenses rectify such error, if called upon, to the satisfaction of the Engineer-In-Charge.
- 13.2 The contractor shall provide all facilities, instruments and attendants to the Engineer-In Charge or his deputed representative to check his work. Instruments brought by he contractor shall be in good working condition and are subject to approval of Engineer-In-Charge. Checking in part of full of any setting out or any line or level by the Company's supervisory staff shall not in any way relieve the contractor of his responsibility for the correctness thereof.
- 13.3 The contractor shall establish and maintain base lines and bench marks adjacent to the various sections of work at his own cost. All such bench marks and center lines must be carefully preserved by the contractor, and in case of their destruction by him or any of his employees, they shall be replace at the contractor's own expense.
- 13.4 The contractor shall be responsible for the accuracy of all dimensions within the various sections of the work according to the figures of dimension on the approved drawing issued for construction.

14) SAFETY PRECAUTIONS :

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

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

14.3 The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages or other protection necessary for the purpose. All work shall be done at the contractor's risk and if any loss or damages shall be result from fire or from other causes, the contractor shall promptly repair or replace such loss or damage free from all expenses to the Company. The contractor shall be responsible for any or damage to materials, tools, or other articles used or held for use in connection with the work. The work shall be carried on to completion without damage to any work or property of the Company or of others and without interference with the operation of existing machinery, equipment or structure.

15) EXTRA ITEMS OF WORK :

Work of material of a nature included under "B" which has to be executed and supplied in pursuance of any of the provisions of the contract shall be considered as an extra – item. When deviation/alterations/additions or omissions made to any work or material shall be such that the cost, of the resulting work cannot be estimated according to the tendered items, the same shall also be considered as an extra item. The contractor shall carry out of extra items as may be directed by the Engineer -in-charge. However extra charge or claims in respect of any works will not be allowed unless the work to which they relate are clearly outside the spirit and meaning of the tender item /specifications, and unless such works accorded by the Engineer-in-charge and claimed for in specified manner before the particular work is actually commenced. The extra items are generally be derived from the quoted rates of the contractor for comparable items or work of similar nature / scope / description under schedule 'B' of the tender making allowance for the variation only. However when no comparable items are available in the unit rates and the quantity of work is to be executed can conveniently be derived / measured the same be arrived at, based on prevailing rates and cost, mutually agreed upon, however where the work is so disjointed that the unit rate of the quantity of work done cannot conveniently be derived / measured the same shall be worked

out based on the actual cost of works plus 15% to cover contractor's overheads, profiles etc.. The actual cost shall be determined for the above purpose, as the cost of.

- i) Material supplied or used as site on items forming a part of the completed item of main work and this cost procurement will be determined by the Engineer-in-charge by enquiry of the prevailing market rates at the time of procurement etc.
- ii) Materials (Non - consumable) which are used temporarily and not forming a part of completed item of main work, provided the same are solely meant for the particular extra item and this cost would be determined by the Engineer-in-charge by, enquiry of the prevailing market rates.
- iii) The actual cost of transport of solely transported for the execution of the particular extra work and running charges for equipment, if any, used for the execution of the particular extra item of work.
- iv) Skilled and unskilled labour charges for the actual strength of labour employed and petty supervision as certified by the Engineer-in-charge.
- v) Other costs, even if any be hire, supervision, tools and (tackles, depreciation of equipment, incidentals etc.) shall not however be included for this purpose.

16) DECIMAL COINING AND METRIC SYSTEM OF MEASUREMENT :

The rates for all items a work shall be quoted in the decimal coinage system i.e. in rupee and paisa only or alternatively on percentage basis in respect of percentage tenders. Metric system is being followed for all work under contract.

17) VARIATION IN QUANTITIES OF WORK :

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

18) APPROACH TO WORK SITE :

The contractor shall make his own arrangements at his own cost for necessary approach road and ramps for transport of materials to site of works. No charge will be paid by the Company for constructions of such approaches.

19) DEATH, BANKRUPTCY, BEACH OF CONTRACT ETC. :

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

20) INSURANCE:

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

a) THIRD PARTY LIABILITY:

Limit for bodily injury or death, not more than Rs. One Lakh for one person and Rs. 3 Lakh for any other accident, with no limit on the number of 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.

20.2 The limit stated above shall not mean to limit or dilute the contractor’s liability to make good the damage caused or for the insurance claim admitted and paid, shall have to be made good and paid by the Contractor from his own funds. The Contractor in his own interest is therefore advise to insure against all eventualities including third party property damage full cover. The insurance agency shall be preferably the Maharashtra Government Insurance Fund. Insurance with other agencies will be acceptable only with the prior written approval of an officer of the Company not below the rank of Dy. Chief Engineer

- 20.3 The insurance shall be at the sole cost of contractor (and he is deemed to have allowed for this expenditure in his quoted percentage over rate for the various item under Schedule 'B') and all formalities for taking out the above stated insurance shall be completed by the contractor and all documents in supports thereof shall be submitted by the contractor to the Executive Engineer-In-Charge before the commencement of the work.
- 20.4 In the event of occurrence of an accident, the contractor shall take all actions and lodge the claim with the Insurance Agency and take all follow up actions thereafter till settlement, keeping the Executive Engineer-In-Charge informed of all development from time to time. The contractor shall be held liable for non-compliance of any of the prescribed procedures in lodging of the claim, payment of premia etc. and in such an event, the contractor shall have to make good and pay all damages and claims from his own funds.
- 20.5 If the contractor shall fail to insure and keep in force the insurance referred to in Para above or any other insurance which he may be required to effect under the terms of the contract, then and in such case, the Engineer-In-Charge may at his opinion effect and keep in force any such insurance and pay such premium or premia as may be necessary for that purpose and from time to time deduct such expenditure (with 15% extra towards Company's overheads) from the monies due to or may become due to the contractor or from the contractor's deposits with the Company under this contract or any other contract, or recover same as a debt due from contractor. Provided further that the liability of the contractor in terms of various other clauses under the contract may continue to be in force and Company's right to recover from the contractor directly, the cost towards any loss, damages etc. remain unchanged, irrespective of whether the Company has effected the insurance or not. Also provided further that non – insurance by the Company in terms of this clause shall not in any other clauses under the contract.
- 20.6 All formalities towards insurance shall be completed by the contractor before commencement of the work. Copies of the insurance papers in duplicate along with the original set of papers shall be submitted by the contractor to the Executive Engineer-In-Charge for verification and record. The original paper may be return to the contractor after verification. The Company is not bound to pay neither is the contractor eligible to

receive any payment due or otherwise from Company under the contract till all formalities in respect of Insurance are completed by him.

21) NEGLIGENCE :

If in the opinion the Company, the Contractor

- a. Neglects to execute the work with diligence and expedition or refuses or neglect to comply with any reasonable orders given to him in writing by the Engineer-In-Charge in connection with the work, or contravenes the provisions of the contract, the Company may give a 7 days' notice in writing to the Contractor to make good such neglect, failure or contravention and if the contractor fails to do so within the time reasonably necessary for making it good.
- b. Fails to properly execute the work or any part of the work due to either gross negligence or deficiency in technical skill including but not limited to the provisions of latest tools, tackles and qualified technical persons and which in the opinion of the Company's is likely to result or has resulted in substandard work or loss thereof, then and in such case the Company shall be at liberty to employ other workmen after giving a seven days notice in writing and thereafter perform such work as the contractor may have neglected to do or of if the Company so desires to take the work wholly out on part out of the contractor's hands and execute departmentally or re contract with any others agency or provide any materials, tools, tackle or labour for the purpose of completing the work or any part thereof and in that event the Company shall, without being responsible to the contractor for fair wear and tear of the same, have the free use of all the materials, tools, tackles or labour for the purpose of completing the work or any part thereof, which may be on the side, at any time in connection with the work to the exclusion of any right of the contractor over the same, and the Company shall be entitled to retain and apply any balance which may be otherwise due on the contractor by the Company to the contractor or such part thereof as may be necessary to the part of the cost of executing such work as aforesaid.

22) REDUCTION FROM CONTRACTOR PRICE :

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

23) REPLACEMENT OF DEFECTIVE WORK / MATERIALS :

- 23.1 It during the progress of the work the Engineer-In-charge shall decide and notify in writing to the contractor, that the contractor has executed an unsound or imperfect work, or has supplied any plant or materials inferior in quality or quantity t those specified, the contactor shall on receiving details of such defects or deficiencies has to make good the defective unsound or imperfect work or replace materials, as per written instructions of the Engineer-In-Charge, at his own expenses with in such in time as may be reasonably necessary for making it good, proceed to alter, reconstruct such work or supply fresh material up to the standard or the specification. In case the contractor fails to do so, the Engineer may, on giving the contractor 7 days notice in writing of his intension to do so, proceed to remove the work or materials complaint of and at the cost of the contractor, perform all such work and / or supply all such materials provided that nothing in this clause shall be deemed to deprive the Company, or affected any rights under the contract which, it may otherwise have in respect of such defects or deficiency and no interim payments which may have been made on account of the plant or materials delivered or work executed shall be looked upon as acceptance of such plant, materials or work.

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

No certificate of the Engineer-In-Charge nor any some paid on account by the Company not in any extension of time for the works granted shall affected or prejudice the contractor's obligations for the due performance of the contract or be interpreted as approval of the work done or of the material supplied and no certificate shall create liability in the Company to pay variation or additional work not ordered in writing by the Engineer-In-Charge or discharge the liability of the contractor for the payment of damages whether due, ascertained or certified or not or any some against the payment of which he is bound to indemnify the Company nor shall any sum paid on account or otherwise affect or prejudice the obligation of the contractor to the Company.

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

In any case which may of the powers and rights conferred upon the Company shall have become exercisable and the same shall not have been exercised then non-exercise thereof shall not constitute a wave of any of the conditions hereof and such powers shall, notwithstanding be exercisable in case the defaults by the contractor for which under any clause or clauses

hereof he is declared liable to pay compensation and the liability of the contractor for cost and future compensation shall remain unaffected.

26) PAYMENTS :

26.1 R. A. Bills shall be submitted by the contractor monthly to the Sub-Divisional office on or before the date fixed by the Executive Engineer-In-Charge for all the works executed in the previous month. 75% payment of the R. A. bill shall normally be released within reasonable time on availability of funds on receipt of such bill in the Divisional Office. Balance payment of the net payable amount of the R. A. bill, would be effected after details audit etc. 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.

26.2 Every possible effort to finalize the final bill within 9 months from the date of completion of the work in all respects as certified by the Executive Engineer-In-Charge shall be made. It is desirable for enabling early settlement of the final bill all material accounting royalty clearance certificate etc. shall be submitted by the contractor and all dues settle at pre final bill stage itself. However, the tenderer shall clearly note that while every effort shall be made by the Company to stick up the above Schedule of payment, no claim for payment of interest / damage etc. for any delay in the payment shall be considered or payable by the Company.

26.3 In case the final bill is not finalize within a period of 9 months from date of completion, at the request of the contractor but at the sole discretion of the Executive Engineer-In-Charge, payment of 100% of the net payable amount as assessed from the date available at that time (but only after Divisional Audit) may be released to the contractor against submission of Bank Guarantee for a amount equivalent to 150% of such net payable amount, by the contractor. The Bank Guarantee shall be in the Company standard proforma and shall be valid till the final bill is actually paid to the contractor.

27) CHECK ON CONTROLLED MATERIALS:

The Company shall render all possible help for securing priorities for supply of controlled materials which are required to be used in connection with the construction work. In case the material issued either through or with the recommendation of the Company it is absolutely essential for the contractor to maintain a correct and honest record of the daily consumption

of the said material with particular reference to the turnover of the work done during the day. The Engineer-In-Charge or his authorized agent shall have the right to inspect and the account for these materials shall be presented for inspection whenever called for.

28) RETURN OF MATERIALS :

All unused materials either (outside Schedule 'A') directly by the Company or obtained through the recommendation of the Company, which in the opinion of the Engineer-In-Charge are likely to be useful to the Company shall be return 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.

29) SUB-LETTING OF CONTRACT :

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

30) 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.

31) LAW AND REGULATIONS :

31.1 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.

31.2 All the works shall be executed by the contractor in accordance with the laws in force in India relating to the work and rules and regulations there under and any statutory

modifications thereof whenever they are applicable, unless otherwise agreed to in writing by the Engineer-In-Charge.

- 31.3 The contractor shall abide himself and fulfill all obligations enforceable under Enforcement of Contract Labour (Regulations and Abolition Act, 1970) as well as the payment under minimum Wages Act and absolve the Company entirely of all responsibility under these acts. In case the contractor has not fulfilled all the obligations under these acts at the time of tendering, his tender is not likely to be considered. Even after award of the Contract, at any stage it is observed that any of his obligations under these Acts are not fulfilled, in addition to the action being taken in accordance with the provisions of the Act, the contract may be canceled and deemed as having been abandoned against the terms of the contract.

32) TAKING OVER:

- 32.1 When all performance tests called for by the specifications have been successfully carried out on completion of the work, the work shall be accepted and taken over when it has been satisfactorily certified, or within one month of its being ready for issue of such certificate, whichever shall be the earlier and the Engineer-In-Charge shall forthwith issue a taking over certificate.
- 32.2 If for any reason other than the default of the Contractor such last mentioned tests on site have not been carried out within one month of notice by the contractor to the Engineer-In-Charge of the work being ready for test, the same shall be deemed to have been taken over so as on the last day of such period and payments due to the contractor on taking over shall carry out the said last test during the maintain period. The performance guarantee/Security deposits under this contract shall however be released only after the stipulated test results indicate successful performance.
- 32.3 The tenderer shall specifically note that the contract is deemed to be complete only after the land and staff quarters allotted to the contractor by the Company are vacated by him and returned to the Company in the same condition such lane / staff quarters are handed over to him by the Company.
- 32.4 The Engineer-In-Charge shall not delay the issue of any taking over certificate contemplated by this clause on account of minor defects or items to be completed in the work, which do not affect the proposed use thereof provided that the contractor shall undertake to make good the same within a specified time limit.

32.5 The Engineer shall be at liberty at any time to put into beneficial use the whole or any part of the work he may desire to use pending completion and taking over of the same. The decision of the Executive Engineer shall be final and binding on the contractor as to whether the items are minor or important and if the Executive Engineer certifies that the items to be completed are important, notwithstanding anything contained in the contract, the taking over certificate shall not be issued.

33) CONTRACTOR'S LIABILITY FOR LOSS, DAMAGE, ACCIDENTS ETC. :

- 33.1 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 42 above.
- 33.2 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 under Clause 42 above. 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.
- 33.3 In the case of loss or damage to any portion of the plant/building/machinery delivered arising from or occasioned by other causes for which the contractor is not liable, the same shall, if required by the Company be made good by the contractor in like manner but at the cost of the Company at a price to be agreed between the contractor and the Company or in default of agreement settled under Clause 22 above.
- 33.4 Until the work shall be or deemed to be taken over as aforesaid the contractor shall also be liable for and shall indemnify the Company in respect of all damage or injury to any person or to any property of the Company or of other occasioned by the negligence of the contractor or his sub-contractors on account of any defective design, work or materials but not otherwise.

- 33.5 Notwithstanding anything contained in this contract, the contractor shall be liable to pay for any actual damage to the structure for reasons unforeseen or being the control of the Company during the period of maintenance as stipulated in this contract.
- 33.6 The contractor shall indemnify and save harmless the Company against all action, suits, claims demands, costs or expenses arising in connection with injury suffered prior to the date when the plant shall have been taken over under Clause 42 herein, by person employed by the contractor, or his sub-contractors, on the works, whether under the general law or under the Workmen's Compensation act 1923 as updated or any other statutory or law in force dealing with the question of the liability of employers and shall also take properly to insure against any claim there under.
- 33.7 On the occurrence of an accident which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workman, the contractor shall, within 24 hours of happening of such an accident, intimate in writing to the concerned Engineer-In-Charge to the fact of such accident. The contractor shall indemnify the Company against all loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalty or fines if any payable by the Company as a consequence of Company's failure to give notice under the Workmen's Compensation Act, or otherwise to confirm to the provisions of the said Act in regard to such accident.
- 33.8 In the event of any claim being made, or action brought against the Company and arising out of the manner referred to and in respect of which the contractor liable under this clause, the contractor shall immediately thereof, and with the assistance if he so requires of the Company but at the sole expense of the contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case the Company shall at the expenses of the contractor accord all available assistance for any such purpose.

34) FORCE MAJEURE CLAUSE:

- 34.1 Below mentioned conditions only shall be constructed to be applicable to this contract as '**Force Majeure**' conditions.
- 1) Irresistible compulsion.
 - 2) Coercion diplomatically interpreted as irresistible.
 - 3) War.

- 4) Strike declared as illegal by Labour Commissioner.
- 5) Lock outs by contractor agreed to by Labour Commissioner.
- 6) Act of God.

34.2 No other 'Force major' condition shall be treated as applicable to this contract. Any statement about any exigency outside contractor control if include in 'Force major' the said change shall not be accepted by the Company. If there are illegal strikes / legitimate circumstances of 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 advise the contractor for change of agency in which case corresponding time loss shall be covered by 'Force major' clause. This consideration shall however, not be treated as applicable to local suppliers (for material such as sand, transportation agencies etc.) (Save for Railways).

35) DAMAGE TO THE OTHER STRUCTURE AND PLANTS:

- 35.1 The contractor shall be totally held responsible for any loss or damage, caused by any act of the Contractor's labour or his sub-contractor's labour including but not limited to covered/open blasting, to the existing structures and plants or any other structure or plant that may be under construction/erection by any other agency at this site during the entire period covered by this contract along with time extension if any.
- 35.2 Any permission given by the Engineer to the contractor to carry out such work, as blasting etc. shall not be construed to be waiver of the contractor's responsibility. In such cases the amount in respect of loss or damages, as directed by the Company, which shall be considered as final and binding on the contractor, shall stand recoverable from any payments due to the contractor in this or any other contract between the Company and contractor. It shall also be considered rightful for the Company to attach balance payments for enabling the Company to recover full extent of such amount.
- 35.3 However, in the event of amount of such losses / damages being recovered by the Company from the insurance company due to any of the insurance not declared under this contract, the amount recovered from the contractor shall be refunded to him to the extent of compensation received from insurance agency, subject, however to such refund being limited to the initial recover / recoveries made from contractor's bills in respect of each of such exigencies taken individually. A minimum amount limited to 15% of the assessed loss, to recover Company overhead etc. shall however be recovered by the Company from the contractor in such a case.

36) CONCRETE DESIGN MIX:

The mix design of concrete shall be carried out by the Engineer-In-Charge in the Company's laboratory and in any approved laboratory in accordance with the technical specification enumerated under relevant clause of 'specification for plain and reinforced cement concrete' of this tender specification, envisaging use of weigh batcher, the contractor shall supply at the laboratory, to the Company free of cost samples of metal of different grades and sand that be proposes to use in the concrete in required quantities for ascertaining the appropriate design mix. Unless otherwise approved by the Superintending Engineer-In-Charge in writing, the proportion by the weight of various aggregates as arrived at for the design mix shall not be converted into volumetric proportion and weigh bathing shall have to bed resorted to by the contractor for all concreting.

The tenderer shall clearly note that the cement concrete for quotation purposes as stated for various cement concrete items are expected to be those, which are determined by absolute volume method in the laboratory. As such the deference only in respect of laboratory determination & figure stated in Schedule 'A' issue rates plus 10% towards handling and other overheads. All wastage of cement of any nature and consumption of extra cement if any, for whatsoever reasons during actual concreting, shall have to absorbed by the contractor, within his overall quoted rates, for the relevant items of contract.

37) ASSIGNMENT:

37.1 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.

37.2 If the contractor shall cause any part of the work to be performed by is approved sub contractor the provisions of the contract shall also apply to such sub-contractor and his or its officers, agents, or employees in all respects as if he or it and they were employees of the main contractor, and the main contractor shall not in any manner thereby, be discharged from his obligations liability hereunder, but shall be liable hereunder for all acts and negligence of his sub-contractor, his or its officers, agents, employees and laborers, No sub contractor shall be made by the main contractor,

without the approval of the Superintending Engineer-In-Charge, of both the sub contract and the sub contractor, and such sub contractor shall not in any manner shall affect the provisions hereof. Copies of all such sub contracts shall be furnished to the Superintending Engineer-In-Charge.

38) 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.

39) MAINTENANCE AND DEFECTS LIABILITY PERIOD :

39.1 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.

39.2 **Six month** 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.

39.3 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.

39.4 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.

40) RATES FOR EXTRA ITEMS OF WORK :

40.1 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 similar items under Schedule 'B'. However, if the rate cannot be derived from any item under Schedule 'B', the rate for such extra item of work may 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. and increased or decreased to the extent of quoted percentage above or below the estimate and accepted under the work order. 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.

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

41) ENFORCEMENT OF CONTRACT LABOUR ACT :

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

42) TIME LIMIT COMPENSATION AND OTHER CLAIMS :

Not withing any thing stated in various clauses above, under no circumstances what so ever shall the contractor be entitled to any compensation or any other claims from the Company on any account unless the contractor has claimed for the same in writing to the Engineer – In – charge within one month of the clause there of.

43) GST TAX ON THE TRANSFER OR PROPERTY :

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

44) PRICE ESCALATION CLAUSE :

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

45) 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.

46) SPECIAL NOTICE OF CONDITIONS :

46.1 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.

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

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

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

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

Note: 46.4 & 46.5 are part of tender document and are available at office for reference.

Date:

**Signature & Full Address of the Tenderer
& his office Seal or Stamp**

Executive Engineer (C)

MSEDCL, Civil Division, Ratnagiri



E-Tender No. :EEC/RTN/eT-56/2023-24

TENDER AND CONTRACTS FOR WORKS (BOOKLET)

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

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

Date:

**Signature & Full Address of the Tenderer
& his office Seal or Stamp**

Executive Engineer (C)

MSEDCL, Civil Division, Ratnagiri



E-Tender No.:EEC/RTN/eT-56/2023-24

GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTOR

1. All work proposed to be executed by contract shall be notified in one of the English and one of the Vernacular local daily newspapers, stating the work to be carried out as well as the date for submitting and opening tenders and time allotted for carrying out the work, also the amount of earnest money to be deposited with the tender and the Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills.
2. Copies of the specifications, designs, drawings, estimated rates, schedule rate and any other documents required in connection with the work, which will be signed by the Executive Engineer for the purpose of identification shall be open for inspection by the contractors at the office of the Executive Engineer during the office hours.
3. Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by competent authority on behalf of the Maharashtra State Electricity Distribution Co. Ltd. Such specifications with designs and drawings shall form part of the accepted tender.
4. The tenders and receipts for payments made on account of any work when executed by a firm should be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall signed in the name of firm by one of the partners or some other person, having authority to do so.
5. Any person who submits tender at percentage rate shall fill up the usual form stating at what percentage above or below the rate specified he is willing to undertake the work. Only one rate or such percentage on all the estimated rates or scheduled rate shall be named.
6. Tenders which proposes any alteration in the work specified in the form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions of may sort, will be liable to rejection.
7. No single tender shall include more than one work, but contractors who wish to tender for two or more works, shall submit a separate tender for each work. Tenders shall have the name and the number of work to which they refer written outside the envelope.

8. The Executive Engineer or his duly authorized Assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form in the event of a tender being accepted the contractors shall there upon for the purpose of identifications, sign copies of the specifications and other documents. In the event of tender being rejected, the Officer (Executive Engineer) shall authorize the paying Officer concerned to refund the amount of the earnest money deposited to the contractor making the tender on his giving a receipt for the return of the money.
9. The officer, competent to dispose of the tenders shall have the right of rejecting all or any of the tenders, without assigning any reasons thereof.
10. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to the tender or the contractor shall be valid and binding on the Company unless it is signed by the Executive Engineer on his duly authorized assistant.
11. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Maharashtra State Electricity Distribution Co. Ltd. and their rates shall be filled in and completed by the office of the Executive Engineer before tender form is issued, if a form issued to an intending tender has not been so filled in and completed, he shall request the said office to have this done, before he completes and delivers his tender.
12. All work shall be measured not by standard measure but according to rules and custom and usual method in use in the Maharashtra State Electricity Distribution Co. Ltd., and no proposals to adopt alternative method will accept. The Executive Engineer's decision as to what is "the usual method in use in the Maharashtra State Electricity Distribution Co. Ltd." shall be final.
13. All corrections and additions or pasted slips should be initialed.
14. Tenderer shall be deemed to have full knowledge of all relevant documents, site conditions etc. whether inspected or not by him.
15. Submissions of a tender by a tenderer implies that he has read the above instructions and conditions of contract and has made himself aware of the scope and specifications of the work to be done and of the conditions and rates at which stores etc. will be issued to him and local conditions and other factors bearing the execution of the work.
16. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items of contract without prior sanction of the competent authority.

17. These Rules and Directions shall form part of the Contract.
18. As per circular no, MSEDCL/ Taxcell/GST/TDS/1735, Dt.28.09.2018, 2% GST over TDS will be applicable if the value of contract exceed Rs. 2,50,000 excluding GST. A contract meaning the value of the whole contract which is issued to vender for the supply of goods or services or for both has to considered.

Date:

**Signature & Full Address of the Tenderer
& his office Seal or Stamp**

Executive Engineer (C)

MSEDCL, Civil Division, Ratnagiri



E-Tender No.:EEC/RTN/eT-56/2023-24

TENDER AND CONTRACT FOR WORKS

Circle: Civil Circle, Kalyan.

Division: Civil Division, Ratnagiri.

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

MEMORANDUM

- a) General Description : As Specified on page no. 13
- b) Estimated Cost Rs. : As Specified on page no. 3
- c) Earnest Money Rs. : As Specified on page no. 3
- d) Security Deposit : As Specified in clause no. 9
- e) Time allowed for the completion of work as Specified in clause no. 6 in the Set of “Instruction to the Contractor”

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

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

Signature of the Contractor:

Signature of Witness:

,

Address of the Contractor:

Dated day of 2024

Address of Witness:

Dated day of 2024

.....

- The amount to be specified in figures and words.

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

Executive Engineer (C)
MSEDCL, Civil Division, Ratnagiri



E-Tender No.:EEC/RTN/eT-56/2023-24

CONDITIONS OF CONTRACT

1. DEFINITIONS:

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

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

j) The “Contract Sum” means the sum calculated in accordance with the prices accepted in the tender and/or the contract rates as payable to the contractor for the full and entire execution and completion of works.

k) “The date of completion” is the date of dated for completion of works or any part of the works set out in or ascertained in accordance with the individual work orders and the tender documents or any subsequent agreed amendments thereto.

2. SECURITY DEPOSIT:

Within 10 days from the date of issue of letter of intent/work order the successful Tenderer shall pay in the office of the Ex. Engr. (Civil) the security deposit amounting to Five percent of contract value in cash, or Demand Draft or equivalent Gove. Securities, fixed Deposit receipts or alternatively, if the contractor is so permitted, the security deposit can be paid in the following manner.

i) Initial Deposit equivalent to 2.5% (two and half percent) of the contract value shall be paid in the form of Bank Guarantee in Company’s standard proforma.

ii) The balance 2.5% Security Deposit shall be recovered by deducting through 1st RA. Bill and 2nd R.A bill so that total Security Deposit equivalent to 5% of the contract value is made up and held by the Company as Security Deposit. In case the initial Security Deposit i.e. 2.5% is furnished by the Tenderer in form of bank Guarantee, the same shall be compulsorily renewed or fees Bank Guarantee will have to be furnished if the original Bank Guarantee expires during currency of the contract including the extension of time limit. The same Bank Guarantee shall be renewed prior to one month of its expiry otherwise it will be in cash without any reference to the Contractor.

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

REFUND OF SECURITY DEPOSIT:

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

COMPENSATION FOR THE DELAY:

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

ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

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

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

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

In case the contract shall be rescinded and under clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clauses (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors, the amount of excess shall be deducted from any money due to the contractor by Company under the contract or otherwise howsoever from his security deposit or the sale proceeds thereof provided, however that the contractor shall have no claim against Company even if the certified value of the work done departmental or through a new contractor exceeds the certified cost of such work at allied expenses provided always 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 by 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 performance of the contract.

NOTICE FOR UNSATISFACTORY PROGRESS:

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

ACTION IN THE CASE OF DEFAULT BY CONTRACTOR:

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

EXTENSION OF TIME LIMIT:

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

COMPLETION CERTIFICATE:

8. On completion of the work the contractor shall be furnished with completion certificate by the Executive Engineer (herein after called the Engineer in charge) of such completion but no such certificate shall be given nor shall the work be considered to be complete until the work shall have been measured by the Engineer in charge or where the measurements have been taken by his

subordinated until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor.

EFFECT OF THE CERTIFICATE:

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

PAYMENTS TO CONTRACTOR:

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

BILLS:

11. A bill shall be submitted by the contractor in triplicate **with invoice no, date and GST register no** each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim so far as it is admissible, shall be adjusted, if possible within ten days from the presentation of the bill, if the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up to said work in the presence of the contractor or his duty authorized

agent whose countersignature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepared a bill from such list which shall be binding on the contractor in all respects.

SUPPLY OF MATERIAL TO CONTRACTOR:

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

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

13. The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and in every other respect in strict accordance with the specification. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection of such office, or on the site of the working during office hours and the

contractor shall if he so requires, be entitled at his own expense to make a cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

ALTERATIONS IN SPECIFICATION AND DESIGNS NOT TO INVALIDATE CONTRACTS:

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

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

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

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

Engineer-in-charge. In the event of dispute the decision of Superintending Engineer of the circle will be final.

EXTENSION OF TIME IN CONSEQUENCE OF ADDITION OR ALTERATIONS:

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

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

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

employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been order as aforesaid.

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

18 The contractor shall not be entitled to claim any compensation from Company for the loss suffered by him on account of delay by Company in Supply of materials entered in Scheduled “A” where such delay is caused by:

- (i) Difficulties relating to supply of railway wagons.
- (ii) Force major.
- (iii) Act of God.
- (iv) Any other reasonable cause beyond the control of Company.

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

TIME LIMIT FOR COMPENSATION CLAIMS:

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

ACTION AND COMPENSATION PAYBLE IN CASE OF BAD WORK:

20 If at any time before the security deposit it refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with material of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or are otherwise not in accordance with the contract it shall be lawful for Engineer-in-charge to intimate this fact in writing to the contractor and then withstanding the fact that the work materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so require, shall remove the material or articles so specified and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing 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

everyday 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 considered that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

WORKS TO BE OPEN TO INSPECTION CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT:

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

NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP:

- 22 The contractor shall give not less than 5 days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at contractors expenses, and in default thereof no percent allowance shall be made for such work, or for the materials with which the same was executed.

CONTRACTORS LIABILITIES:

- 23 The contractor shall supply at his own cost all materials (except such special materials, if any as may be supplied from the Company Stores in accordance with the contract), plant, tools, appliances, pilement, ladders cordage, tackle, scaffolding, and any temporary works, which may be required for the proper execution of the work in the original, altered or substituted form and whether included in the specification or other document forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter on which under

these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore of and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work of materials. Failing this the same may be provided by the Engineer-in-charge at the expense of the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and costs which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid in compromising any claim by any such person.

CONTRACTOR LIABLE FOR ALL DAMAGE:

- 24 Compensation for all damage done intentionally or by contractor labourers whether in or beyond the limits of the Company's property shall be estimated by the Engineer-in-charge, or such other officer as he may appoint and the estimates of the Engineer-in-charge, subject to the decision of the Superintending Engineer on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the contractor as damages or deducted by the Engineer-in-charge from any sums that may be due to or become due from Company to the contractor under this contract or otherwise. The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall also pay any damages and cost that may be awarded by the court in consequence.

RESCISSION OF CONTRACT AND FORFEITURE OF DEPOSIT:

- 25 The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or subject his contract, it attempts so to do or becomes insolvent or commences any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing, rescind the contract. Also if any bribe, gratuity, gift, loan, perquisite reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents, to any person in the employ of

Company in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may be notice in writing rescind the contract. In the event of contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Company, and the same consequences shall ensue as if the contract had been rescinded under clause 4 hereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

COMPENSATION:

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

CHANGES IN THE CONSTITUTION OF FIRM TO BE NOTIFIED:

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

WORKS TO BE UNDER DIRECTION OF SUPERINTENDING ENGINEER:

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

DECISION OF SUPERINTENDING ENGINEER TO BE FINAL:

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

STORES TO BE OBTAINED FROM COMPANY:

- 30 The contractors shall obtain from the Company's Stores and articles which may be required for the work or may part of the work or in making up any articles required therefore on in

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

LUMP SUM IN ESTIMATES:

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

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

ACTION WHERE NO SPECIFICATION:

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

COMPENSATION UNDER WORKMAN'S COMPENSATION ACT:

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

NO CLAIM FOR VARIATION IN QUANTITIES OF WORK:

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

NO CLAIM FOR COMPENSATION FOR DELAY IN STARTING WORK:

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

NO CLAIM FOR COMPENSATION FOR DELAY IN THE EXECUTION OF WORK:

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

ENTERING UPON OR COMMENCING ANY PORTION OF WORK:

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

METHOD OF PAYMENT:

38 Payment to contractors shall be made by RTGS/NEFT.

ACCEPTANCE OF CONDITIONS ON TENDERING FOR WORKS:

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

EMPLOYMENT OF SCARCITY LABOUR:

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

Termination of contract:

In the event of sudden failure, neglect, dislocation or stoppage of the work or illegal activities, instance of any, breach of contract conditions on your part or your staff the undersigned reserves the right to terminate the contract in part of 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 to the M.S.E.D.C.L. the additional cost/expenses with 15% overhead charges incurred by the M.S.E.D.C.L. for having such work done by other agency and such cost / expenses are recoverable from the contractor from his pending bills, security deposit or other means.

In the event of not starting the work within time given by company, poor performance, the company reserves the right to terminate the contract by giving 10 days (Ten days) notice and forfeiting the S.D. paid by you.

In the event of the contractor suspending or abandoning the work fully or partly without giving proper notice to the M.S.E.D.C.L. & without handing over the charge to the Co. of the equipment's / 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 payable to him without prejudice to the rights of the Co. to recover balance amount through other means.

Date:

**Signature & Full Address of the Tenderer
& his office Seal or Stamp**

Executive Engineer (C)**MSDCL, Civil Division, Ratnagiri**



E-Tender No.:EEC/RTN/eT-56/2023-24

FORM OF BANKER'S UNDERTAKING FOR SECURITY DEPOSIT

The Bank of _____ hereby agree unequivocally and unconditionally to pay, at Ratnagiri within 48 hours on demand in writing from the Maharashtra State Electricity Distribution Co. Ltd. or any officer authorized by it in this behalf, of any amount up to and not exceeding Rs. _____ (in words) Rupees _____ to the Maharashtra State Electricity Distribution Co. Ltd. on behalf of M/s. _____ who have quoted/contracted for (date of work/supply) with the Maharashtra State Electricity Distribution Co. Ltd.

This agreement shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the firm of contractors or by any other reason whatsoever and out liability here under shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed with or without our knowledge or consent, by or between parties to the said, within written contract. The validity of this Bank Guarantee will be extended by us for the further period of six months, one month prior to its present validity period at the request of MSEDCL.

In case of any dispute arising out of or in connection with the extension or encashment of Bank Guarantee, the courts in Ratnagiri will have jurisdiction.

Our liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only). Our Guarantee shall remain in force until _____ and unless a suit or action to enforce a claim under the Guarantee is filled against us within six months from that date, all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

Signed _____

Please note that:

1. The value of stamp paper for this Bank Guarantee is Rs.200/-.
2. The Bank Guarantee should be furnished from any Nationalized/Schedule Bank on RATNAGIRI BRANCH.
3. Please state the full and complete postal address of the Bank Undertaking the Guarantee.



E-Tender No.:EEC/RTN/eT-56/2023-24

PROFORMA FOR AGREEMENT

This AGREEMENT made at Ratnagiri on the date of _____ between _____ (herewith called 'The contractor' which Expression shall unless excluded by or by or repugnant to the context include his successor or permitted assigns) of the part & Maharashtra State Electricity Distribution Co. Ltd. (here in after called M.S.E.D.Co. Ltd. Which expression shall unless excluded by or by or repugnant to the context include his successor or permitted assigns) of the other part.

WHEREAS the Executive Engineer (C). M.S.E.D.Co.Ltd. Civil Division Ratnagiri invited tenders according to the powers held by him as per rules for the work of _____

_____ in accordance with plans & WHEREAS the said tender was accepted by the M.S.E.D.Co. Ltd. Under letter of intent No. _____ & work Order No. _____ placed with said contractor on the terms & conditions specified in the tender aforesaid work order of the Co. & on the condition of the contract as specified in the tender & in the booklet viz. Tender & contractor for works of the M. S. E. D.Co. Ltd., attached with the tender.

NOW THIS AGREEMENT witness & it is hereby agreed & declared as under:-

- 1) In consideration of the value of the contract viz. Rs. _____ In words. Hereby conversant with the M. S. E. D. Co. Ltd., that the he shall & will duly provided & the work & shall perform all other works & things in this contract mentioned & described or which are implied there from or may reasonably be necessary for the completion of the said work within & at the same time & in the manner & subject to the terms & condition stipulation contained into his contract & the M. S. E. D. Co. Ltd., shall pay to the contractors all the sums of money as & when they may become due & payable under the provision of the contract.
- 2) The contractor shall undertake the work of _____ as mentioned & described in the contract as specification & tender accepted vied letter of intent No. _____ & will complete the same in accordance with plans & specification & conditions annexed.

- 3) The contractor shall complete the work as per the terms & conditions specified in the contract as per specification & tender accepted vied letter of intent No. _____ & will complete the same in stipulation period in accordance with plans & specification & conditioned annexed.
- 4) The contractor shall indemnify the M. S. E. D. Co. Ltd., from all claims to any person whether workmen or not while in upon the works of the site & the said M. S. E. D. Co. Ltd., shall not be bound to defense any claims brought under the workmen's compensation Act. & the contractor shall be liable for any such claims.
- 5) The aforesaid M. S. E. D. Co. Ltd., letter along with tender submitted by the contractor along with plans & specification & his acceptance letter No. _____ & booklet viz. tender & contract for works of the M. S. E. D. Co. Ltd., shall be deemed to be the part of this contract.

The said paper signed by:-

- 1) _____

List of documents forming the schedule hereto:-

- 1) The Work Order No.:-
- 2) Acceptance of the letter No.:-
- 3) The original bid with plans & specification.
- 4) Tender & contract for the works of M. S. E. D. Co. Ltd.,

In WITNESS of the parties hereto have signed this agreement on the date respectively mentioned against signed & delivered by:-

- 1)
- 2)

Duly constituted attorney for signing behalf of
Maharashtra State Electricity Distribution Co. Ltd.

Executive Engineer (C)
Civil Division Ratnagiri

In presence of:

- 1)
- 2)



E-Tender No.:EEC/RTN/eT-56/2023-24

SCHEDULE “A”

Schedule showing [approximately] the material to be supplied form the Company Stores for work contracted rates at which they are to be charged for.

Particulars	Rate at which the material will be charge to the contractor			Place of Delivery
	Unit	Rs.	Ps.	

Note 1: The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Executive Engineer-in – charge on the issue of form prior to the submission of the tender.

Note 2: Stores to be supplied to contractor for a work of cost should be mentioned in Schedule “A” in addition to Schedule “B” and the specifications attached to the contract agreement forms.

(Signature of Contractor)

(Signature of Executive Engineer (C))

**E-Tender No.:EEC/RTN/eT-56/2023-24****SCHEDULE “B”**

Memorandum showing items of work to be carried out.

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

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

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

(Signature of Contractor)

(Signature of Executive Engineer (C))

Note To be continued on additional sheets if found necessary.



E-Tender No.:EEC/RTN/eT-56/2023-24

SCHEDULE “C”

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

1. Fixed Deposit Receipts:

- a) The Fixed Deposit should be in the name of “The Executive Engineer (C), Civil Division, MSEDCL, Ratnagiri.
- b) The Fixed Deposit Receipts from any Nationalized Bank or of any Schedule Bank will only be accepted.
- c) The Fixed Deposit Receipts minimum should be for 1 year at least.
- d) The Company will renew the fixed Deposit Receipts for a further period of one year with the same bank at prevailing rate of interest without consulting the party unless otherwise advise by the contractor in time.

Important:

1. All fixed Deposit Receipts received to date and not fulfilling the above conditions will be returned to the contractor by the Company. National Saving certificate and Bank/Insurance Guarantee bonds will not be accepted.



E-Tender No.:EEC/RTN/eT-56/2023-24

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

CIVIL DIVISION, RATNAGIRI

SCHEDULE-A

Schedule showing approximately the materials to be supplied from Departmental Stores for the work contracted to be executed and the rates at which they are to be changed for the work of

Various civil maintenance works to be carried out at Sindhudurg Circle office building, Kudal, Dist. Sindhudurg.

Sr. No.	Particulars	Approx. Qty.	Rates at which the materials will be changed o the Contractor	Place of Delivery.
---------	-------------	-----------------	---	-----------------------

NIL

Conditions:

- 1 All the material including cement and steel, required for entire execution of the work under this contract, shall be procured by the contractor at his own cost from the open market.
- 2 In case and material, if issued by the departmental outside schedule 'A' material, it shall be recoverable form the contractor at cost rate or market rate at the time of issue + plus 15% extra towards board's overhead charges whichever will be more.

Date:

**Signature & Full Address of the Tenderer
& his office Seal or Stamp**

Executive Engineer (C)

MSEDCL, Civil Division, Ratnagiri

**E-Tender No.: EEC/RTN/eT-56/2023-24**

Name of work: Various civil maintenance works to be carried out at Sindhudurg Circle office building, Kudal, Dist. Sindhudurg.

Sr. No.	Description of Item	Qty.	Rate	Unit	Amount
1	Excavation for foundation in earth, soil of all types, sand, gravel and soft murum, including removing the excavated material up to a distance of 50 m. beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift upto 0.00 to 1.50 m.) By Manual Means	2.50	248.00	Cum.	620.00
2	Providing and laying Cast in situ/Ready Mix cement concrete in M-10 of trap/ granite/ quartzite/ gneiss metal for foundation and bedding including bailing out water, Steel centering, formwork, laying/pumping, compacting, roughening them if special finish is to be provided, finishing if required and curing complete, reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Natural Sand / Crushed sand VSI Grade finely washed etc)	9.00	7293.00	Cum.	65637.00
3	Providing laterite stone masonry in cement mortar 1:6 in foundations and plinth of inner walls/in plinth external walls including bailing out water manually, striking joints on unexposed faces, raking out joints on exposed faces and watering etc. Complete.	5.00	7064.00	Cum.	35320.00
4	Providing internal cement plaster 12mm thick in single coat in cement mortar 1:4 without neeru finish to concrete or brick surfaces, in all positions including scaffolding and curing etc. complete.	44.00	302.00	sqm	13288.00
5	Providing sand faced plaster externally in cement mortar using approved screened sand, in all positions including base coat of 15 mm thick in cement mortar 1:4 using waterproofing compound at 1 kg per cement bag curing the same for not less than 2 days and keeping the surface of the base coat rough to receive the sand faced treatment 6 to 8 mm thick in cement mortar 1:4 finishing the surface by taking out grains and curing for fourteen days scaffolding etc. complete.	5.00	677.00	sqm	3385.00
6	Providing and laying vitrified matt finish tiles having size 590 mm to 605 mm x to 605 mm of 8 to 10 mm thickness and confirming IS. 15622-2006 (Group Bla) of approved make, shade and pattern for flooring in required position laid on a bed of 1:4 cement mortar including neat cement float, filling joints, curing and cleaning etc. complete.	24.00	1663.00	sqm	39912.00

7	Providing and laying chequered tiles of approved quality of size 30 cm x 30 cm, confirming to corresponding I.S. for flooring in required position laid on a bed of 1:4 cement mortar including cement float, filling joint with cement slurry cleaning curing etc. complete.	5.00	764.00	sqm	3820.00
8	Providing and applying Two coats of wall care Putty on plastered surface and Ceiling and Walls to prepare surface even and smooth of approved make, etc complete.	679.00	94.00	sqm	63826.00
9	Providing and applying priming coat on concrete/ masonry/ Asbestos Cement plastered surfaces including scaffolding if necessary, preparing the surface by thoroughly cleaning oil, grease, dirt and other foreign matter and sand papering as required etc. complete.	784.00	37.00	sqm	29008.00
10	Providing and applying plastic emulsion paint of approved quality, colour and shade to old and new surfaces in two coats including scaffolding, preparing the surface (excluding the primer coat)etc. complete.	679.00	83.00	sqm	56357.00
11	Providing and applying washable oil-bound distemper of approved colour and shade to old and new surfaces in two coats including scaffolding, preparing the surfaces. (excluding the primer coat.) etc. complete.	105.00	50.00	sqm	5250.00
12	Providing and Fixing mat finish stainless steel (of 302 grade) railing with top pipe of 50 mm dia. and vertical pipe of 38 mm dia at 0.60 m c/c or as required and horizontal pipes of 25 mm dia in three rows, all pipes of 2 mm thick including buffing, fabricating fixtures and fastening including pipe base of appropriate diameter and ball base of 75 mm dia above newel post of 75 mm diameter etc. complete (Prior approval of sample and brand by Ex. Engineer is necessary before use)	13.00	3683.00	sqm	47879.00
13	Providing and applying two coats of synthetic enamel paint of approved colour to new /old structural steel work and wood work in buildings, including scaffolding if necessary, cleaning and preparing the surface (excluding primer coat) etc. complete.	20.00	100.00	sqm	2000.00
14	Providing and applying two coats of exterior weather shield paint of approved manufacture and of approved colour to the plastered surfaces including cleaning ,preparing the plaster surface ,applying primer coat ,scaffolding if necessary, and watering the surface for two days etc complete.	1387.00	307.00	sqm	425809.00
15	Providing and fixing Glass obscured (bajara) 5mm fixing in position as per directives of Engineer In charge.	10.00	872.00	sqm	8720.00

16	Providing and fixing in position (as per 1868/1982) Aluminium sliding window of three tracks with rectangular pipe 95 x 38.10 x 0.90 mm at weight 0.637 Kilogram/One Running Metre. with window frame bottom track section 92 x 31.75 x 1.30 mm at weight 1.070 Kilogram/One Running Metre.. Top and side track section 92x31.75x1.30 mm at weight 0.933 Kilogram/Running metre. The shutter should be of bearing bottom 40x18 x1.25 mm at weight 0.417 Kilogram/One Running Metre. Inter locking section 40x18x1.10 mm at weight 0.469 Kilogram/Running metre. and handle and top section 40x18x1.25 mm at weight o.417 Kilogram/Running metre. As per detailed drawings and as directed by Engineer incharge with all necessary Aluminium sections fixtures and fastenings such as roller bearing in nylon casting and self locking catch fitted in vertical section of shutter including 5 mm thick plain glass and aluminium mosquito net shutter with stainless steel jail with all required screws and nuts etc, complt With powder coating without box	2.00	5163.00	sqm	10326.00
17	Providing and fixing solid core flush door shutter commercial in single leaf 32 mm thick without ventilator commercial type of exterior grade as per detailed drawings with wrought iron hold fast, stainless steel fixtures and fastenings and handles on both sides and finishing with oil painting 3 coats complete.	3.00	3027.00	sqm	9081.00
18	Providing mazdoor unskilled heavy male labour for misc work.	10.00	717.00	Mda ys	7170.00
19	Providing welder skilled heavy male labour for misc work.	15.00	789.00	Mda ys	11835.00
20	Reimbursement of royalty charges of all required material for above said work only(before submission of final bill/invoice) after producing of valid document (in original)from revenue authority				
A	Royalty Charges for Sand	5.00	237.37	Cum.	1186.85
B	Royalty Charges for other materials	5.00	216.18	Cum.	1080.90
				Total Rs.	841510.75
				Say Rs.	841511.00
	(Rs. Eight Lakhs Forty One Thousand Five Hundred Eleven only)				

The above mentioned amount is excluding GST. Taxes applicable as per Govt. rules & regulations will be paid extra in additional to above mentioned amount.

Contractor Signature
Date:

Executive Engineer (C)
Civil Division, Ratnagiri



E-Tender No. : EEC/RTN/eT-56/2023-24

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

CIVIL DIVISION, RATNAGIRI

MEMORANDUM OF WORKS

Name of Work: Various civil maintenance works to be carried out at Sindhudurg Circle office building, Kudal, Dist. Sindhudurg.

Estimated Cost: Rs. 8,41,511.00 (8.41 lakhs) (Rs. Eight Lakhs Forty One Thousand Five Hundred Eleven only)

Notes:

1. If the percentage quoted varies more than 5% (above or below) over the estimated cost, detailed rate analysis should be submitted along with the tender in the same cover failing which tender will be liable for rejection at the discretion of the undersigned.
2. No price escalation is made applicable to this work and no claims for price variation will be entertained on any account.
3. Contractor shall quote his/their rates in figures as well as in words. In case of discrepancy, the rates quoted in words shall be taken as final.
4. Conditional rebates / tenders will not be accepted.
5. All Taxes deductions as per Govt. rules & regulations will be recovered from the Contractor's bills on the gross amount as applicable for this contract.

**Executive Engineer (C)
Civil Division, Ratnagiri**

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

I/We am/are ready to execute the above prescribed work at rate of:

_____ % above. (In words)

_____ % below. (In words)

AT PAR _____ to the estimated cost.

Date:

Signature of Contractor:

Name: _____

Address: _____

ADDITIONAL INSTRUCTIONS

(Applicable for tenders called on Rate Contract basis)

RATE CONTRACT:

The terms and conditions for the rate contract shall be same as those specified in Annexure 'A' Conditions of Tender & Supply, with the following additions/modifications. These clauses are applicable wherever they are deviating from the relevant clauses of the tender form and shall supersede the terms & conditions mentioned therein and shall be applicable to the rate contract tender.

1.0 PERIOD OF RATE CONTRACT:

The rate contract shall be in operation for a period of one year from the date of Award of Contract.

2.0 QUANTITY:

- 2.1 Quantity ordered in Annexure 'B' of the tender documents or quantity, which shall be ordered on successful bidder, is only the estimated requirement for the contract period of one year. The actual supply against the contract shall be limited to the quantity demanded during the contract period which shall not be less than 40% of the ordered quantity.
- 2.2 It will not be binding on the part of the purchaser to draw the entire quantity during the contract period.
- 2.3 On expiry of the contract period, any undemanded portion of the contract shall stand automatically cancelled without any financial liability on either side.

3.0 DELIVERY PERIOD:

- 3.1 The delivery schedule offered shall indicate the quantity of first lot and the rate per month at which the supply shall be effected.
For quantities demanded upto 40% of the contract quantity, commencement period will be allowed for the first demand only. The deliveries of subsequent demands shall be effected at the agreed monthly rate from the date of receipt of such demands or the expiry of the delivery period of the earlier demands whichever ever is later.
For the balance quantity over and above 40% of contract quantity, if demanded separately, the delivery period as agreed including the commencement period will be applicable.
- 3.2 The demanding officer will issue dispatch instructions as per his requirement. The quantity demanded per consignee could be less than or equal to monthly lot specified in the contract. Whenever as per demands, the quantity to be supplied to a consignee in a particular month is less than monthly lot quantity, the said quantity will be treated as lot quantity for the purpose of delivery and payment.
- 3.3 In the last demand/s made, if the deliveries cannot be effected within the contract period after counting the delivery period in the above manner, the contract period shall stand automatically extended till the expiry of the delivery period counted in the above manner, unless instructed by the concerned Demanding Officer not to dispatch the material after expiry of the contract period.
- 3.4 The commencement of the delivery period shall include the period for submission of prototype/ sample (wherever applicable) and approval of the same and also the time required for routine inspection and approval of test certificates, wherever required.

LIST OF SERVICES

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

Required Documents (To be uploaded online)

Sr. No.	NAME	SECTION	ITEM	DESCRIPTION
1	Price bid	Price Section	Civil Work General	Contractor shall quote his/their rates in figures as well as in words. In case of discrepancy, the rates quoted in words shall be taken as final.
2	PWD registration	Technical Section	Civil Work General	Registration in appropriate class from PWD/CPWD/MES/Railways or any other Govt./Semi Govt. Departments.
3	Experience certificate	Technical Section	Civil Work General Services	Experience of having successfully completed similar works with Govt./Semi Govt./Public sector during last 5 years ending last date of month previous to the month in which tenders are invited and issue
4	E.S.I.C. registration certificate	Commercial Section		E.S.I.C. registration certificate (if applicable).
5	A valid Solvency certificate	Commercial Section		A valid Solvency certificate from any Nationalized/Scheduled Bank in original or attested true copy at 20% of the tender cost i.e. issued not earlier than 12 months on date of opening.
6	EMD receipt	Commercial Section		Copy of Money receipt of payment of EMD in case of cash or DD and 'Transaction Receipt' in case on on-line payment.
7	Partnership Deed	Commercial Section		Partnership Deed if firm is registered under limited liability partnership (L.L.P.) if registered under Pvt. Ltd. or Limited company authorized documents of Director of Company.
8	Average annual financial turnover certificate	Commercial Section		Average annual financial turnover certificate, balance sheet & profit & loss statement from registered Chartered Accountant for last three financial years, ending 31st March of previous financial year
9	GST Registration certificate	Commercial Section		GST Registration certificate issued by Govt.
10	Income Tax return	Commercial Section		Income Tax return of the previous financial year. Previous year shall be interpreted as per I.T. Act & Company rules.
11	Pan Card	Commercial Section		Copy of PAN card issued by Commissioner of Income Tax
12	E.P.F. registration certificate	Commercial Section		E.P.F. registration certificate under Provident Fund Act 1952 (if applicable).