



**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.**

**EHV CCCM DIVISION, KARAD**

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**e-TENDER NO. EEC/KRD/SRM/eT-10/2024-25**

**e-TENDER FOR**

**Name of the work: - Day to day cleaning & maint. of Adm Bldg. Recreation hall, Civil Division & Sub-div., Line maint S/Dn & staff qtrs. at Vijaynagar, Karad. Dist - Satara.. (1<sup>st</sup> Call)**

**Estimated Amount : - Rs. 1,709,603.00**

**EMD Amount : - Rs. 17,096.00**

**Time Limit : - 365 Days**

**Date of start of sale :- 10.12.2024 (00:00:01 Hrs)**

**Due Date of Submission : - On or Before 24.12.2024 upto 15:00:00 Hrs.**

**Date of Opening : - Techno/Commercial Bid:- 07.10.2024 15:05:00 Hrs.**

**Price Bid:- 07.10.2024 15:10:00 Hrs.**

**RFx No. 7000034495 (1st Call)**

**RFx Name: D/D Cleaning&Maint Vijayngar  
Office of THE EXECUTIVE ENGINEER (CIVIL)  
In front of rest House, 1<sup>st</sup> floor, Vijayanagar, Karad 415114  
EHV CCCM Division, M. S. Electricity Transmission Co. Ltd.,  
Phone No. (02164) 271671  
E-Mail ID - ee3730@mahatransco.in**

**Total Cost of Tender Document : - Rs. 590.00/- PER COPY ( including GST )**

**Tender No. EEC/KRD/SRM/eT-10/2024-25 (I<sup>st</sup> Call)**  
**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.**  
**E.H.V. CIVIL CONSTRUCTION CUM MAINTENANCE DIVISION, KARAD**

**: Day to day cleaning & maint. of Adm Bldg. Recreation hall, Civil Division & Sub-div., Line  
maint S/Dn & staff qtrs. at Vijaynagar, Karad. Dist - Satara.. (I<sup>st</sup> Call)**

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Percentage rate tenders are invited from the registered contractors with MSETCL & who are registered under P.W.D., Irrigation Department, Military Engineering Services, Railway, MHADA, CPWD, BSNL & Maharashtra & Central Government undertaking.

The bidders are required to submit scanned copies of following certificates –

- 1) Valid Certificate of Registration of appropriate class for civil works from PWD/MES/Railways/JeevanPradhikaran/MAHAGENCO/MAHATRANSCO/MAHADISCOM/ETC. OR from Any Govt./Semi Govt. & Central Government.
- 2) GSTN Registration Certificate.
- 3) Statement of Net worth for an amount equal to 25% of the estimated cost of work duly certified by Chartered Accountant. Net Worth = Equity share capital + Reserves – Revaluation reserves-Intangible assets-Miscellaneous expenditure to the extent not written off and carry forward losses with UDIN no. mentioned on certificate.
- 4) Average financial turn-over during the last three year ending 31<sup>st</sup> march of previous financial year should be at least 30% of the estimated cost. The agency has to submit annual Turnover report/ Profit and loss accounts of last 3 year duly certified by characted accountant/registered income tax practitioner with UDIN no. mentioned on certificate.
- 5) Agency has to submit the Certificate of Experience for execution of works in Govt. organization as well as private sector duly signed by the officer not below the rank of Executive Engineer or equivalent in case of Govt. works or from authorized authority of private sector. In case of private sector, experience certificate along with copies of agreement of work and work orders mentioned in the certificates are essentially required.

Experience of having successfully completed similar works during the last 7 years ending the last day of month previous to one in which the tenders are invited should be either of following.

a. “Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

OR

b. “Two completed similar works costing not less than the amount equal to 50% of the estimated cost.

OR

c. “One completed similar works costing not less than the amount equal to 80% of the estimated cost.

Definition of similar works : Cleaning/Sweeping works.

- 6) E.P.F. Registration Certificate – issued by competent Authority of Govt
- 7) Solvency certificate of Nationalized or scheduled bank equivalent to an amount not less than 25% of the estimated cost of tender.

- 8) Partnership deed, if applicable shall be attached with the offer.
- 9) Income tax Returns for last 3 financial years
- 10) PAN card
- 11) Duly signed undertaking in proforma ANNEXURE-G.

Being E-tender bidding will be digitally signed by bidders.

Note: 1. The agency has quoted below the estimated cost then incorporates additional security deposit as per standard PWD procedure. (Clause 27.01)

2. For the works cost put to tender of Rs. 15 Lakhs and above, the conventional MB shall be replaced by bound volume computerized measurement book (CMB) to be furnished by contractor. (clause 22.01)

2.1 Please note that Pre-qualifying documents issued by the concerned appropriate competent authority on or before last due date will be considered for technical bid purpose. The documents of technical bid issued by the competent authority after last ending day will not be considered. Commercial bid will be opened on same day or thereafter, after the evaluation technical bid.

There is no necessity to attest documents which are to be scanned & uploaded. But it is to be ensured that original documents are scanned & uploaded. Further it will be presumed that all tender conditions in this tender are agreed by you.

This shall contain only the memo form as enclosed in the tender duly signed and the percentage above/ below/ at par on the estimated amount as indicated in schedule B, shall be quoted on-line. It is advisable to submit the duly signed tenders sufficiently in advance of due date & time so as to avoid last minute trafficking at server. Tenders shall be submitted only online and not in person. Tenders sent by post/courier will not be accepted. The bids will not be accepted after due date & time of submission. Further MSETCL does not accept any responsibility for inability to use and/or for any delay in service provided by the site.

**2.2 All bidders are requested to make it sure again before final submission of bid that all valid documents, required as per eligibility criteria, are attached with bid. However if any missing documents is available with the office of the undersigned, in SRM system, submitted by agency for recent RFX and is valid for bid under consideration the same will be taken into consideration without calling deviation, but entirely at the discretion of tender inviting authority.**

As mentioned above, the bidder should ensure while submitting bid that all documents required for qualifying criteria are attached. It is bidders responsibility to submit all qualifying documents. The shortfall information/documents if required in case of pre-existed documents, only related documents may be asked through deviation, however such a deviation entirely at the discretion of tender inviting authority

2.3 Bidders must have ensured before submission of Bid that, their Firm is not Debarred/ Blacklisted by Government/ Semi-Government/ Other Power Utilities, anywhere. If it is revealed that the participating Bidder is Debarred/ Blacklisted by Any Government/ Semi Government/ Other Power Utilities, anywhere, the Office of such Bidder shall be liable for rejection at any stage of Tendering process. Further, if is revealed that the successful bidder is Debarred/Blacklisted by Any Government/ Semi-Government/ Other Power Utilities, anywhere, the Order of such

Bidder shall be liable for termination at any stage of Order execution process and the concern Bidder shall be solely responsible for the consequences arising there from.

2.4 Employer reserves the rights to disqualify a bid after opening if it is observed that the bidder has given

- i) untrue or false information in his bid about his prequalification.
- ii) it is revealed that the bidder has a record of poor performance such as abandoning work, not properly completing contract or financial failures.
- iii) In the opinion of the owner if the bidder possess insufficient number of qualified personnel to supervise the work or insufficient number of plant and machinery.
- iv) In the opinion of the owner if the bidder is in the habit of putting up disproportionately high claims against the owner or going into litigation or arbitration.

### 3.0 Cost of Bidding

The bidder shall bear all costs associated with the preparation and delivery of its bid, and the employer will in no case be responsible or liable for those costs.

### 4.0 Method of bidding

4.1 If the bid is made by an individual, it shall be signed by the individual above his full name and current address.

4.2 If the bid is made by a proprietary firm, it shall be signed by the proprietor above his full name and the full name of his firm with its current address.

4.3 If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses, or by partner holding the power of attorney for the firm for signing the bid, in which case a certified copy of the power of attorney shall accompany the bid. A certified copy of the partnership deed, current address of the firm and the full names and the current addresses of all the partners of the firm shall also accompany the bid.

4.4 If the bid is made by a limited company or a limited corporation it shall be signed by a duly authorized person holding the power of attorney for signing the bid in which case a certified copy of the power of attorney shall accompany the bid. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

4.5 If the bid is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firms shall have the responsibility of bidding and for completion of the contract documents and furnish evidence admissible by law in respect of the authority assigned to such firm on behalf of the group of firms for bidding and for completion of the contract documents. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the bid shall be furnished along with the bid.

All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures.

## 5.0 **Site Visit**

- 5.1 The bidder is advised to visit and examine the Site of Work and its surrounding and obtain for himself, on his own responsibility, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the Site shall be at bidder's own expense.
- 5.2 The bidder and any of his personnel or agents will be granted permission by the employer to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of/or damage to property or any other loss, damage, costs and expenses incurred as a result thereof.

## **B. THE BIDDING DOCUMENTS**

### **6.0 Bidding documents**

- 6.1 The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and drawings. Failure to furnish the information required as per bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will result in the rejection of the bid.

### **7.0 Clarification of Bidding Documents**

Prospective bidders requiring any further information or clarification of the Bidding Documents may notify the Employer in writing or by telex or telegram at the Employer's mailing address indicated in the Invitation for Bids. The Employer will respond in writing to any request for information or clarification of the Bidding Documents which it receives no later than two [2] days prior to the deadline for the submission of bids prescribed by the Employer. The Employer's response (including an explanation of the query but without identifying its source) will be sent in writing or by telex or cable to all prospective bidders who have received the Bidding Documents but without identifying its source.

### **8.0 Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.
- 8.2 The amendment shall be part of the Bidding Documents and shall be published on e-Tendering site of company.
- 8.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Employer may, at his discretion, extend the deadline for the submission of bids.

### **9.0 Language of Bid**

The bid prepared by the bidder, and all correspondence and documents relating to the bids exchanged by the bidder and the Employer, shall be written in the English Language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

### **10.0 Bid Form**

The bidder shall complete and submit the Bid Form by on-line method furnished in the Bidding Documents. The required web address has been provided in the Tender Notice.

#### 11.0 **Bid Prices**

11.1 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 alterations by omissions, deductions or additions at the discretion of the Executive Engineer or his representative as put forth in the conditions of contract. Quantities are liable to change.

11.2 The bidder shall quote his overall percentage in terms of (+) or (-) percentage or above / below percentage on the overall total estimated cost mentioned in Schedule 'B'.

11.2.1 The tenderer shall quote in English both in figures as well as in words the percentage above or below the estimate rates and amounts in the price schedule of Items of work forming part of the tender in such a way that interpolation is not possible.

The tendered amount for the work shall be entered in the bid and duly signed by the bidder.

i) When there is a difference between the percentage in figures and words, the rates which correspond to the amount worked out by the Tenderer shall be taken as correct.

ii) When the percentage quoted by the Tenderer in figures and words tallies by the amount is incorrect, the percentage quoted by the Tenderer shall be taken as correct.

iii) When it is not possible to ascertain the correct percentage in the manner prescribed above, the percentage as quoted in words shall be adopted.

iv) 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, the percentage will be considered as 'ABOVE' estimate.

11.3 Prices and rates etc. quoted shall include cost of all materials, labour, plant, equipment, temporary works, tools, setting out, supervision, transport, taxes, excise duties, royalties, octroi and any local, state or central taxes or levies payable on all transactions, insurance and everything necessary for due completion and proper performance of all works under this contract.

11.3.1 The Sales Tax and excise duty on raw materials or on finished and fabricated materials and on completed works shall not be paid separately by the M.S.E.T.C.L.. The rates quoted by the tenderers for the various items are deemed to include all taxes. Turnover Tax and Maharashtra Sales Tax on transfer of property as involved in works contract etc. paid / or to be paid.

11.3.2 The rates quoted for various items shall be inclusive of all royalties payable on boulders, stone metal, murum, sand, excavated materials and all other items included under the scope of the work.

11.4 The rates and prices quoted by the bidder are subject to adjustment during the performance of the contract in accordance with the provisions of Class 9.5 of the Conditions of Contract i.e. price escalation clause.

11.5 The agency has quoted 10% below the estimated cost then incorporates additional security deposit as per standard PWD procedure.

#### 12.0 **Documents Establishing the Works' Conformity to the bidding documents.**

12.1 To establish the works' conformity to the bidding documents, the bidder shall furnish in his bid, confirmation to the detailed schedule of execution of the works under the Contract

(Section VII - Work Schedule). In case the Work Schedule is not acceptable to the bidder, he shall give his own schedule in the same format. The company shall consider the schedule offered, in accordance with clause 12.2.

- 12.2 For the purpose of sub clause 12.1 above, a bid offering completion of the Works (-----\* See Note 1) months beyond the completion period specified in Clause 2.2 will be considered as nonresponsive and shall be rejected.

\* Note 1 : The period should not exceed the period for maximum liquidated damages.

### 13.0 **Bid Security**

- 13.1 With reference to clause 10, the bidder shall furnish, as part of its bid, an earnest money as mentioned in the Tender Notice. The earnest money deposit shall be valid for a period of not less than one hundred and twenty days (120 days) from the date of opening of the bids. Bid not accompanied by an earnest money deposit as indicated above shall be rejected as nonresponsive. If during the bid validity period the bidder withdraws his bid, the earnest money deposit shall be forfeited and the bidder may be disqualified from tendering for further works in the Maharashtra State Electricity Transmission Co. Ltd..

The earnest money deposit will be returned promptly to the unsuccessful bidders. The earnest money deposit will be returned to the successful bidder after he furnishes the security deposit for performance and duly enters into the Contract.

Within fifteen days from the date of the receipt of the letter accepting his bid, the successful bidder shall furnish the required performance security deposit and attend for execution of the contract document, the office of the Executive Engineer (C), Civil Construction Cum Maint. Division, Maharashtra State Electricity Transmission Co. Ltd. at following address.

Office of the Executive Engineer (C), M.S.E.T.C.L, E.H.V. Civil Construction Cum Maint. Division, OPP. 220 KV S/StnOgalewadi, Near Hanuman Temple, Karad (Ogalewadi)-415105.

If he fails to furnish the security deposit or to execute the contract agreement, his Earnest Money Deposit shall be forfeited and the bidder may be disqualified from bidding for further work in Maharashtra State Electricity Transmission Co. Ltd..

- 13.2 Any bid may be rejected by the Employer as non responsive, pursuant to clause 23.

- 13.3 The earnest money may be forfeited.

- a) If a bidder withdraws its bid during the period of validity specified by the bidder on the Bid Form ; or
- b) In the case of a successful bidder, if the bidder fails,
  - i) to sign the contract agreement in accordance with Clause 26, or
  - ii) to furnish the performance security deposit in accordance with clause 27.0.

### 14.0 **Period of Validity of Bids**

- 14.1 Bids shall remain valid for 120 (One Hundred Twenty) days after the date of bid opening prescribed by the Employer.

- 14.2 Notwithstanding Clause 14.1 above, the Employer may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in



writing (or by telex or cable). If the bidder agrees to the extension request, the validity of the bid shall be suitably extended. A bidder may refuse the request without forfeiting its earnest money. A bidder granting the request will not be required or permitted to modify its bid.

**15.0 Format and Signing of Bid**

15.1 The bid shall be typed or written in indelible ink and shall be signed electronically by the bidder or a person or persons duly authorised to sign on behalf of the bidder and sent to authorised web address as mentioned in the Tender Notice.

15.2 All corrections and alterations in the entries of tender papers shall be signed in fully by the Tenderer with date.

No over-writing are permissible.

**C. SUBMISSION OF BIDS**

**16.0 Submitting the Bids On-Line**

This shall contain only the tender specification No. as mentioned in the Tender Notice and drawings therein duly signed and the percentage above/ below/at par on the estimated amount as indicated in schedule B, shall be

quoted on-line.

16.1 Electronically signed tender shall be submitted on-line on the web address provided in the tender notice. Tenders shall be submitted only online and not in person. Tenders sent by post/courier will not be accepted.

**17.0 Late Bids**

The tenders will not be accepted after due date & time of submission. Further MSETCL does not accept any responsibility for inability to use and/or for any delay in service provided by the site.

**D. BID OPENING AND EVALUATION**

**18.0 Opening the Bids by Employer**

18.1 Part No.I will be opened online at 13.00 hours on the same day, if possible. After opening of Part No.I and its scrutiny, the Part No.II submitted by the tenderers who have been qualified in Part No.I will be opened.

18.2 The bidders' name, prices of bids, all discounts offered, modifications, the presence or absence of requisite earnest money, and such other details as the Employer, at its discretion, may consider appropriate will be announced recorded at the opening.

**19.0 Clarification of Bids**

To assist in the examination, evaluation and comparison of bids, the Employer may, at its discretion, ask the bidder for a clarification of its bid. All responses to request for clarification shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

**20.0 Preliminary Examination**

20.1 The Employer will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 20.2 Prior to the detailed evaluation, pursuant to the clause 21.0, the Employer will determine the substantial responsiveness of each bid to the Bidding Documents. A Substantially responsive bid is the one which conforms with the terms and conditions of the Bidding Documents without material deviation.
- 20.3 A Bid determined as not substantially responsive will be rejected by the employer and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- 21.0 Evaluation and Comparison of Bids
- 21.1 The Employer will evaluate and compare the bids previously determined to be substantially responsive pursuant to Clause 18.0.
- 21.2 In evaluating bids, the Employer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price as follows :
- a) adding any monetary cost of quantifiable deviations in the terms of payment by calculating the present value of the additional costs the Employer will incur if such deviations were accepted;
  - b) adding "loss of benefits" due to longer times of completion, assessed in accordance with Clause 21.3.
  - c) making an appropriate adjustment for any other acceptable quantifiable variations or deviations not reflected in the Bid Price or in the above mentioned other adjustments.
- 21.3 For the purposes of comparing different times for completion offered by respective bidders, within the limits set forth in Clause 14.1, the "loss of benefits" for each month of completion longer than the time specified shall be assessed at one percent (1%) of the respective bidder's bid price (corrected for arithmetic errors, if any). The acceptability of bids with longer time limit conditions would be at the sole discretion of the Owner.
- 21.4 If the bid of the successful bidder is seriously unbalanced in the relation to the Engineer's estimate of the real cost of the works to be performed, the Employer may either reject the offer or at its sole discretion require that the amount of Security Deposit set forth in Clause No. 2 of "Tender and Contract for Works" be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful bidder under the Contract.
- 21.5 Comparison of bids will only be between bids which conform fully to the specifications. After such comparison the bid, determined to be the lowest evaluated bid, subject to Clause 24.0 and 25.0 below will be selected for award of Contract.
- 22.0 **Contacting the Employer**
- 22.1 Subject to clause 18, no bidder shall contact the Employer on any matter relating to its bid, from the time of bid opening to the time Contract is awarded.
- 22.2 Any effort by a bidder to influence the Employer in the Employer's decision in respect of bid evaluation or contract award will result in the rejection of that Bidder's bid.
- 23.0 **Employer's Right to Accept Any Bid and to Reject Any or All Bids**  
The Employer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

## **E. AWARD OF CONTRACT**

### **24.0 Post-qualification and Award**

24.1 The Employer will determine, to its satisfaction, whether the bidder, selected as having submitted the lowest evaluated responsive bid, is qualified to perform satisfactorily the Contract.

24.2 The determination will take into account the bidder's financial and technical capabilities, as well as such other qualifications as the Employer deems necessary and appropriate.

24.3 The Employer will award the Contract to the successful bidder whose bid has been determined to be lowest evaluated responsive bid, provided that the bidder is determined to be qualified to perform satisfactorily the Contract.

### **25.0 Issuance of Work Order**

25.1 The Employer will issue the Work Order to the successful bidder within a reasonable period. The successful bidder shall give his Letter of Acceptance immediately after he gets Work Order from the Employer.

25.2 The letter of Acceptance will constitute the formation of a contract until the Contract has been effected pursuant to Clause 26.0.

### **26.0 Signing of Contract**

26.1 At the time of notification of award, the Employer will send to the successful bidder the Form of Agreement provided in these Bidding Documents, incorporating all agreements between the parties.

26.2 Within one month from the date of receipt of the work order, the Contractor shall have to enter into an agreement with the Employer for the contract in the approved proforma of agreement of the Employer. Until the agreement is executed, the Employer 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.

### **27.0 SECURITY DEPOSIT**

Within 10 days from the date of issue of letter of intent the successful tenderer shall pay in the office of the Ex. Engr (Civil) CCCM Division Karad the security deposit amounting to five percent of contract value in NEFT or cash or demand draft or BG drawn in the name of Ex. Engr, EHV CCCM DN Karad in any scheduled/ nationalized bank

In case the initial security deposit is furnished by the tenderer in form of BG the same shall be compulsorily renewed or a fresh 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 encased 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.

### **27.1 ADDITIONAL PERFORMANCE SECURITY;**

Additional security deposit as per PWD CERTIFICATE ATTACHED circular NO. **lkoZtfudcka/kdkefoHkxj'kkluifji=d dzekad lh,Vh@2017@iz-dz-08@bek 2** will have to be deposited in the office of Executive Engineer, EHV CCCM Division, Karad. Amount of Additional Performance Security will be as below :-

1) Offers upto 10% below the amount put to tender - 1% of Tendered Amount.

2) Offers upto 15% below the amount put to tender - 1% as above +

1% each for every percent

quoted below 10%

(e.g. for 14% below quote – Additional S.D. will be 1% + (14 -10)% = 1% + 4% = 5% of tendered

amount)

3) Offers more than 15% below the amount put to tender-As above upto 15% below quote + additional 2% each for every % below quoted thereafter.

(e.g. for 19% below quote – Additional S.D. will be  $1\% + (15 - 10)\% + [(19-15) \times 2]\% = 1 + 5 + 8 = 14\%$  of tendered amount).

Additional performance security will be in addition to regular security deposit & may be in the form of Bank Guarantee of any Scheduled/ nationalized bank. If additional security is not paid within stipulated time, further suitable action will be initiated, as per above circular.

#### 28.0 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 M.S.E.T.C.L. for refund of Security Deposit will be final and binding on the contractor.

Additional performance security if paid separately will be refunded immediately after satisfactory completion of work.

### TENDER FORM

TO, Date :

Tender No. : Name of the

Work :

Sir,

I / We the undersigned having examined the tender documents and site of work as above hereby submit this tender amounting to the sum of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ only) and should the same be accepted hereby undertake to execute, complete and maintain all the works as set forth in the schedule of Items, Technical specifications in accordance with the conditions of Tendering General Conditions of contract and at the percentage rate quoted by us in the aforesaid schedule of Items all hereto annexed or in default thereof to forfeit and pay to Maharashtra State Electricity Transmission Co. Ltd. the sum of money mentioned in the aforesaid documents.

I / We agree to abide by this tender for the period of 120 days from the date fixed for opening of the same and in default agree that the amount of Earnest Money deposited along with this tender may be forfeited.

I / We undertake to complete and deliver the whole of the works covered under this tender within a period of \_\_\_\_\_

The Earnest Money as required in Notice Clause inviting tenders in cash / Demand Draft paid vide M.R. No. \_\_\_\_\_ Dtd. \_\_\_\_\_ is deposited in favour of M.S.E.T.C.L., KARAD (Ogalewadi), the full value of which may be retained by Maharashtra State Electricity Transmission Co. Ltd. in the Security Deposit as called for in case this tender is accepted. If this tender is accepted, we also undertake, when required to deposit the additional sum to constitute the initial Security Deposit required by the terms of the contract.

I / We undertake if and when require to enter into a contract with Maharashtra State Electricity Transmission Co. Ltd. by executing an Agreement in the prescribed contract agreement form enclosed

along with this Tender Documents and till such time the agreement is not executed, we shall be bound by the terms and conditions of the tender document and our accepted tender.

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

WITNESS

Name : Name :

Address : Address :

### CONDITIONS OF CONTRACT

1. Application :

Unless otherwise provided for in the contract documents, these General conditions shall apply to the work of all sections of the specifications attached herewith.

2. Definitions and interpretations :

Whenever these words occur in the contract documents, they shall have the following meanings.

- a) Owner / M.S.E.T.C.L. The owner is Maharashtra State Electricity Transmission Co. Ltd., a statutory body, constituted by the Govt. of Maharashtra having its registered office at Prakash Ganga, Plot No. C-19, E- Block, BandraKurla Complex, Bandra (E), Mumbai 400 051 and referred to throughout in the contract documents by “owner” or “M.S.E.T.C.L.”. The word “owner” or “M.S.E.T.C.L.” when used in conjunction with the words “as directed” “when directed”, “subject to approval”, “satisfactory”, “approved”, “accepted”, equal to, “proper”, “determined by”, shall mean the Executive Engineer (C) E.H.V. Civil Construction Cum Maint. Division, KARAD (Ogalewadi) of the “M.S.E.T.C.L.” or his authorised representative.
- b) Engineer : The “Engineer” means the owner’s authorised Engineer-in-charge or his representative for Civil and Structural construction and supervision work to perform the duties set forth in this General Conditions of contract and other contract documents annexed hereto.
- c) Contractor : The Contractor is the successful Tenderer to whom the contract is awarded by the owner to perform the works covered by the contract and shall be deemed to include the contractor’s successors, heirs, executors, administrators, representatives or assigns approved by the owner and will be referred to as of masculine gender and singular number, throughout these Documents. In case work is awarded to a party which is in consortium with other agency it will be the sole responsibility of the prime contractor to observe / fulfill contractual terms, conditions and obligations and no correspondence in this regard will be made by the M.S.E.T.C.L. with the associate firm.
- d) Contract : “Contract” means the Notice Inviting Tenders, conditions of tendering, Tender forms, General conditions of contract, Technical specifications, Price Schedule of items, contract agreement and drawings and any other document which may be included at the time of signing of the contract Agreement.
- e) Drawings : “Drawings” means the drawings referred to in the contract and any modification of such drawings approved in writing by the engineer and such other Drawings as may from time to time be furnished or approved in writing by the Engineer.
- f) Works : “Works” means the works to be executed by the contractor in accordance with the contract, which has also been referred to as “Contract Works.”
- g) Temporary works : “Temporary Works” means all temporary works of every kind required in or about the execution, completion and maintenance of the works by the contractor at their own

cost and risk.

h) Contract Price :“Contract Price” means the sum mentioned in the tender subject to such addition thereto or deductions therefrom as may be under the provisions hereinafter, contained.

i) Constructional Plant : “Constructional Plant” means all appliances or things of whatsoever nature required or about the execution completion and maintenance of the works or temporary works by the contractor at his own cost and risk (as herein after defined) but does not include materials or other things intended to form or forming part of the permanent work.

j) Month :“Month” shall mean the English calendar month.

k) TERMS OF APPROVAL, JUDGMENT OR DIRECTION :

When the works “approved” subject to “approval” “Satisfactory”, “Equal to”, “as directed”, “where directed”, “when directed”, “determined by”, “accepted”, “permitted”, etc. are used, the approval, judgment, direction etc. implied is understood to be a function of the Engineer and /or the owner and shall have the same effect as if performed by the owner.

l) Site :

“Site” means the lands and other places on under in or through which the works are to be executed or carried out and any other land or places provided by the owner for the purpose of the contract.

### **3. EXTENT OF CONTRACT :**

The works to be performed under this contract consist in provided by the contractor within his quoted rates, all labour, materials supervision, constructional plant, equipments, supplies, transportation to or from the site, fuel, electricity compressed air, water and all incidental items and temporary works not shown or specified but reasonably implied or necessary for the proper completion, maintenance and handing over of the works, except items specified to be furnished by the owner or others, all in accordance with the stipulations laid down in the contract documents and additional drawings as may be provided by the Engineer during the course of works.

### **4. CONTRACT DOCUMENTS:**

#### **4.01 Ambiguity in Documents:**

The several documents forming the contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies, the same shall be explained and adjusted by the Engineer who shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out.

#### **4.02 Supply and custody of Drawings and specifications :**

The drawings and specifications shall remain in the sole custody of the Engineer, but copies thereof shall be furnished to the contractor free of cost. The contractor shall provide and make at his own expense any further copies required by him. At the completion of the contract the contractor shall return to the Engineer all drawings and specifications provided under the contract.

#### **4.03 Requisition for Drawings and/or specifications :**

The contractor shall give adequate notice in writing to the Engineer for any further Drawings or specifications that may be required for the execution of the works or otherwise under the contract.

#### **4.04 Drawings to be made available at site :**

One copy of the drawings furnished to the contractor as aforesaid shall be kept by the contractor at the site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Engineer’s Representative and by any other person authorised by the Engineer in writing.

#### 4.05 Additional Drawings :

The Engineer shall have full power and authority to supply to the contractor from time to time during the progress of the works such further Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

### 5.0 General Requirements :

#### 5.01 Contractor to execute Agreement :

The contractor shall when called upon to do so, enter into and execute a contract Agreement (to be prepared at the cost of contractor) is the form annexed hereto with such modifications as may be agreed upon.

#### 5.02 Correctness and sufficiency of rates quoted in the tender :

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the percentages rates quoted and prices stated in the Schedule of items which shall (except in so far as it is hereinafter otherwise provided) cover all his obligations under the contract and all matters things necessary for the proper completion and maintenance of the works.

#### 5.03 Contractor shall execute, complete and maintain the works as per directions of the Engineer :

Save in so far as it is legally or physically impossible, the contractor shall execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matters whether mentioned in the contract or not. The contractor shall take instructions and directions only from the Engineer or from the Engineer's representative unless otherwise provided for in the contract.

#### 5.04 Contractor to submit programme :

Immediately after the acceptance of his tender, the contractor shall submit to the Executive Engineer (C) for his approval a complete programme showing the order of procedure or method in which he proposed to carry out the works. In addition he shall also submit the bar chart prepared for completing the work within the specified time limit. The bar chart shall be prepared in consultation with the Executive Engineer (C) or shall be got approved from Executive Engineer, E.H.V. CCCM Division, KARAD (Ogalewadi).

#### 5.05 Contractor's site staff :

The contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as the engineer may consider necessary. The contractor or a competent and authorised agent or representative approved of in writing by the Engineer (which approval may at any time be withdrawn) Should be constantly on the works and shall give his whole time to the superintendence of the same. Such authorised agent or representative shall receive on behalf of the contractor, directions and instructions from the Engineer or the Engineer's representative.

#### 5.06 Removal of persons employed on site :

The contractor shall employ in and about the execution of the works only such persons as are careful skilled and experienced in their several trades and calling and the engineer shall be at liberty to object to and require the contractor to remove from the site and person employed by the contractor in or about the execution of the works who in the opinion of the Engineer, misconducts himself.

#### 5.07 Setting out :

The contractor is responsible for the true and proper setting out of the works and for the correctness of the positions, levels, dimensions and alignments of all parts of the works and

for the provision of all necessary survey grid pillars and bench marks, instruments appliances and labour in connection therewith, If at any time during the progress of works any error shall appear or arise in the positions, levels, dimensions of alignments of any part of the works, the contractor on being required to do so by the Engineer, shall at his own expense rectify such errors to the satisfaction of the Engineer unless such errors are based on incorrect data supplied in writing by the Engineer or the Engineer's representative in which case, the expense of rectifying the same shall be borne by the owner. The checking of any setting out or of any line or level by the Engineer or Engineer's representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all survey grid pillars bench marks, site rails, pegs and other things used in setting out the works.

#### 5.08 Protection of works :

The contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or any competent statutory or other authority for the protection of the works or for the safety and convenience of the public or others.

#### 5.09 Care of Works :

From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever, (save and except the "Forcema-jeure" conditions as defined hereinafter ) shall at his own cost repair and make good the same so that at completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Engineer's instructions. In the event of any such damage, loss or injury happening from any of the "Forcema-jeure" conditions, the contractor shall if and to the extent required by the Engineer and subject always to the provisions made hereof, repair and make good the same as aforesaid at the cost of items of work. If similar items are not available from the schedule of items of contract, then the rates may be analyzed as per current State P W D schedule of rates applicable to the area at the time of tendering with a plus or minus variation to be quoted in the tender. The contractor shall also be liable for any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations as provided for in the contract.

#### 5.10 Forcema-jeure conditions :

1) Below mentioned conditions only shall be considered to be applicable to this contract as "Forcema-jeure" conditions i) Irresistible compulsion ii) Co-erection diplomatically recognized as irresistible iii) War iv) Strikes declared as legal by Labour Commissioner v) Lockouts by contractor agreed to by Labour Commissioner vi) Act of God

2) No other "Forcema-jeure" conditions shall be treated as applicable to this contract. Any statement about any exigency outside contractor's control if included in the "Forcema-jeure", the said change shall not be accepted by the M.S.E.T.C.L.. If there are illegal strikes /legitimate lockouts of about nature in the works or contractor's suppliers for manufactured materials, the same shall be notified, by the contractor to the M.S.E.T.C.L., who may consider the issue and advice the contractor for the change of agency in which case corresponding time loss shall be covered by "Forcema-jeure" clause. This consideration shall, however not be treated as applicable to local suppliers (for materials such as sand, brick etc.) subcontractors for labour, if any and the transporting agencies (save for railways).

#### 5.11 Insurance for works, materials and plant :

Without limiting his obligations and responsibilities provided herein, the contractor shall



insure in the joint names of the owner and the contractor against all loss or damage from whatever cause arising (other than the “Forcema-jeureconditions”) for which, he is responsible under the terms of the contract and in such manner that the owner and the contractor are covered during the period of construction of the works and are also covered during the period of Maintenance for the loss or damage arising from a cause occurring prior to the commencement of the period of maintenance and for any loss or the damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations :

- a) The works and temporary works to the full value of such works executed from time to time.
- b) The materials constructional plant and other things brought to the site by the contractor to the full value of such materials, constructional plant and other things.

Such insurances shall be effected with an insurer and in terms of approved by the owner (which approval shall not be unreasonably withheld) and the contractor shall whenever required produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

#### 5.12 Limitations of liability for damage and injury :

The contractor shall take every practicable precaution not to damage or injure any adjoining or other properties or any persons. He shall (except if and so far as the contract provides otherwise ) indemnify and keep indemnified the owner against all claims for injuries or damage to any person or any such property whatsoever (including surface or other damage to land or crops being on the site suffered by tenants or occupiers) which may arise out of or in relation thereto provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the owner against any compensation or damages for with respect to :

- a) The permanent use or occupation of land by the works or any part thereof (save in respect or damage to crops as aforesaid). b) The right of the owner to construct the works or any part thereof an over, under in or through any land.
- c) Interference whether temporary or permanent with any right of light, air, way or water or other, easement or quasi-easement which is the unavoidable result of the construction of the works in accordance with the contract.
- d) Injuries or damages to persons or property resulting from any act or neglect of the owner his agents servants or other contractors (not being employed by the contractor) or for or in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

The owner will save harmless and idemnify the contractor from and against all claims, demands, proceedings, damages, costs charges and expenses in respect of the matters referred to the proviso aforesaid in this sub clause.

#### 5.13 Insurance for public liability and property damages :

Upon the execution of the contract, the contractor (but without limiting his obligations and responsibilities and responsibilities stated hereof) shall insure in the joint names of the contractor and owner against any damage, loss or injury which may occur to any adjoining or other property or to any person by or arising out of the contract otherwise than due to the matters referred to in the provision of subclause 5.13 hereof.

Such insurance shall be effected with an insurer and in terms approved by the owner (which approval shall not be unreasonably withheld ) and for at least the amount sufficient to cover any claim that may arise and the contractor shall whenever required produce to the Engineer the policies of Insurance and the receipt for payment of the current premiums.

The owner shall have the right at any time to increase the limits of public Liability Insurance and property Damage Liability Insurance than those specified by the contractor, in which event, the extra premium money to be paid shall be reimbursed by the owner.

5.14 Contractor shall indemnify owner against workmen's Compensation :

The owner shall not be liable for or in respect of any damage or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any subcontractor save and except an accident or injury resulting from any act or default of the owner, his agents or servants and the contractor shall indemnify and keep indemnified the owner against all such damages and compensation (save and except as aforesaid) and against all claims, demands proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

For all the insurance envisaged in sub clause 5.12, 5.13, 5.14 and 5.15 the mode and extent of insurance taken by the contractor.

5.15 Insurance for workmen's compensation :

As stipulated in this clause 5.16 (a), the contractor shall provide workmen's compensation insurance cover at his cost. In so far as part (b) i.e. limit for bodily injury or death not more than Rs. 1.0 lakh etc. (Rs one lakh only) and (c) third party liability, are concerned, the contractor shall allow in his offer for premium of Rs. 10,000/- for the whole contract. Both upward and downward adjustments for the actual amount of premium would be made i.e. the M.S.E.T.C.L. would reimburse to the contractor amount of insurance premium paid by the contractor, amount in excess of Rs. 10,000/- or would recover the amount of actual premium falling short of Rs. 10,000/-. The contractor shall make available original copies of insurance policies to Engineer-in-charge for necessary verification before the commencement of the work. The insurance agency shall however have to be approved by the Engineer-in-charge.

The contractor shall have to provide minimum insurance voucher for the following :

- a) Usual workmen's compensation insurance
- b) Limit for bodily injury or death not more than Rs.1.00 lakh for any person and Rs.3.00 lakh for any one accident.
- c) Third party liability :

Limit for each accident not more than Rs. two lakhs above insurance does not include the transit insurance in respect of manufactured materials which will have to be covered separately in the usual manner. Further the contractor shall have to insure his T & P personal and shall have to indemnify MSETCL for any loss / damage to the tools and tackles and personnel at site caused accidentally by any employee, representative of MSETCL & or supervisors of the contractor and/or any contractor/subcontractor who would be working at the site of M.S.E. Transmission Co. Ltd..

5.16 Failure to keep in force the insurance :

If the contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of the contract, then and in any such case the owner may effect and keep in force any such insurance and pay such premium or premium as may be necessary for that purpose and from time to time deduct the amount so paid by the owner as aforesaid from any other any monies due or which may become due to the contractor or recover the same as a debt due from the contractor. The contractor shall be charged interest on such debt @ 19% (nineteen percent) per annum.

5.17 Notice and payment of fees :

The contractor shall give all notices and pay all fees required to be given or paid by any Act of parliament or any regulation or bye law of any local or other statutory authority in relation to the execution of the works or of any temporary work sand by the rules and regulations of all

public bodies and companies whose property or rights are or may be affected in any way by the works or any temporary works. The contractor shall conform in all respects with the provision of any general or local Act of parliament and regulations or bye-laws or any local or statutory authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the owner indemnified against all penalties and liability of every kind for breach of any such Act, regulation or bye-law.

5.18 Ownership of articles or value discovered at site :

All fossils, coins articles of value or antiquity and structure and other remains or things or geological or archaeological interest discovered on the site shall as a between the owner and the contractor be deemed to be the absolute property of the owner and the contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery and carry out at the expense of the owner the Engineer's orders as to the disposal of the same.

5.19 (a) Royalty :

Any royalty required to be paid on the materials brought by the contractors from any source and as prevalent on the date of opening of the price bids shall have to be paid by the contractors to the concerned revenue authorities and the contractors shall be fully responsible to this extent. The rates quoted by the tenderers shall be inclusive of the royalty charge as prevalent on the date of opening of the prices bids. In case of any increase or decrease in the royalty charges by the Govt. of Maharashtra on the materials subsequent to the opening of the price bids, also it shall be responsibility of the contractor to make the payment of appropriate royalty charges to the Revenue Authorities. However, such increase or decrease shall be payable to or recoverable from the contractors. In order to verify whether there is any increase or decrease in the royalty charges, the contractors shall submit along with every R.A. bill appropriate receipts/certificate from the revenue authorities regarding payment of royalty and increase/decrease therein over the royalty payable on the date of opening of the price bids.

5.19 (b) Taxes, Duties etc. :

All taxes and duties such as Octroi, etc. prevalent on the date of opening of price bids, shall be borne by the contractors and it shall be the responsibility of the contractors to pay the same directly to the appropriate authorities. In case of any increase in the above taxes/above duties has prevalent on the date of opening & price bids after submission of necessary certificate from the appropriates authority to the Engineer-incharge.

5.19 (c) All charges such as, entry tax, tolls, excise and other duties for materials obtained for the works and on fabricated materials if any, shall be borne by the contractor as also all local and other taxes etc. Royalties for minerals (Stone, clay etc.) removed shall be payable by the contractor. All amounts due on this accounts (Royalties, taxes etc. ) shall be paid directly to the authorities concerned by the contractor, or if not paid, the same shall be recoverable from the money due to the contractor, if so required by the authorities. The contractor will not be entitled for any refund on this account.

5.19 (d) The tender rates shall be inclusive of all taxes such as, royalties, tolls and all other taxes such as Goods and Service Tax, Turnover Tax etc. which are applicable presently / included upto completion of work.

5.19 (e) Income Tax Recovery :In accordance with the provision of section 194(c) of the Finance Act 1990, deduction of Income Tax at source at theprevaling rate including surcharge on the gross value of each R.A. Bill will be made and also any other deductions, if required under Income Tax Act and Finance Act as applicable on the date of execution/payment shall be made from the contractor's bill unless he produces necessary exemption certificate.

5.20 Convenience of public : All operations necessary for the execution of the works and the

construction of any temporary works shall so far as compliance with the requirements of the contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the owner or of any other person and the contractor shall save harmless and indemnify the owner in respect of all claims, demands, proceeding, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matter.

- 5.21 Prevention of extraordinary traffic and protection of highway : The contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site from being subjected to extraordinary traffic by any traffic of the contractor or any of his sub-contractor and in particular shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the site shall be limited as far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highways and bridges. Should it to be found necessary for the contractor to move one or more loads of constructional plant machinery or preconstructed units or parts of units of work over part of a highway or bridge and that the moving of such load must in all probability damage the highway or bridge unless means of protection or strengthening are carried out then the contractor shall before moving the load on to such highway or bridge to the Engineer of the weight and other particulars of the load to be moved and his proposals for protecting or strengthening the said highway or bridge.
- 5.22 Facilities for other contractors :The contractor shall in accordance with the requirements of the Engineer afford all reasonable facilities for any other contractors employed by the owner and their workmen and for the workmen of the owner and of any other properly authorised authorities or statutory bodies who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the owner may enter into in connection with or ancillary to the works.
- 5.23 Clearing site on completion :On completion of the works the contractor shall clear away and remove from the site all constructional plant,surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer.

## 6.00 **Labour :**

- 6.01 Wages and conditions of labour :The contractor shall pay rates of wages and observe hours and conditions of labour favorable than those established for the trade or industry in the district where the work is carried out by machinery of negotiation or arbitration to which, the parties are organizations of employers and trade union's representatives respectively of substantial proportions of the employers and workers engaged in the trade or industry in the district. In the absence of any rates of wages, hours or conditions of labour so established, the contractor shall pay rates of wages and observe hours and conditions of labour which are not less favorable than the general level of wages, hours and conditions observed by other contractors whose general circumstance in the trade or industry in which the contractor is engaged are similar. The contractor shall abide himself and fulfill all obligations enforceable under enforceable under enforcement of contract labour (Regulation and abolition ) Act 1970 and absolve the M.S.E.T.C.L. entirely. In case the contractor has not fulfilled all the obligations under his law at the time of tendering, his tender is not likely to be considered. Even after award of the contract at any stage if it is observed that any of his obligations under the act are not fulfilled in addition to the action being taken in accordance with the provisions of the act,

the contract shall be canceled and deemed as having abandoned by the contractor and action taken suitably in accordance with terms of contract.

6.02 Contractor to certify his compliance with wages and conditions of labour :The contractor shall in respect of all persons employed by him (whether in the execution of the contract or otherwise ) in every factory/workshop or place used by him for the execution of the contract, comply with provisions of Sub-Clause aforesaid and if required by the owner shall before entering into the contract certify that to the best of his knowledge and belief he has complied with the provisions of Sub-Clause 6.01 as aforesaid for the three months immediately preceding the date of submission of the contractor's tender.

6.03 Employees Provident Fund (EPF) and Employees State Insurance (ESI) It shall be obligatory on the part of the Contractor (to whom this clause is applicable) to have and to hold separate EPF & ESI Code No. with independent Registration in respect thereof. However, in case the same has not been obtained by the concerned contractor, the proportionate liability in respect of his employees

engaged for execution of the present entrusted M.S.E.T.C.L. work shall be recovered from the contractor from out of the Security Deposit with the M.S.E.T.C.L.

M.S.E.T.C.L. shall not be liable to pay any contributions towards the EPF and ESI liabilities in respect of the Contractor's employees engaged for execution of the entrusted M.S.E.T.C.L. work. M.S.E.T.C.L. shall have every right to recover the same along with interest and penalty at any time whenever such liability is ascertained / drawn up by the concerned Authorities / has come to the knowledge of M.S.E.T.C.L.

6.03A Provident Fund As per provisions of E.P.F. and M.P. Act 1952 under para 36-B of E.P.F.

Scheme 1952, the contractor shall submit the provident fund challan regarding recoveries of provident fund of employees engaged by him in connection with the work of M.S.E.T.C.L.

6.03B E.S.I. Contributions The contractor shall submit the Returns and Challans for the deposit of ESI contributions in respect of his employees engaged for execution of the present entrusted work of M.S.E.T.C.L. In case of non-availability of the ESI code with the contractor, proportionate amount in respect of the ESI contributions may be permitted to be deposited OR shall be deducted from the Security Deposit of the contractor on completion of the work after assessment of the amount of ESI Contributions including penalty / interest in respect thereof.

6.04 Contractor to furnish return of labour employed

The contractor shall if required by the Engineer deliver to the Engineer or to his office a return in such form and at such intervals as the Engineer may prescribe, showing in detail the numbers of the several classes of labour from time to time employed by the contractor on the site and such information regarding constructional plant as Engineer may require.

7.00 **Work Materials and plant :**

7.01 Materials, workmanship & tests :

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Engineer's instruction as shall be subjected from time to time to such tests and the Engineer may direct at the place of manufacture, or fabrication or on the site or at all or any of such places. The contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of material before incorporation for testing as may be selected and required by the Engineer.

7.02 Contractor to supply samples :

The contractor shall carry out tests of materials or finished work as the Engineer in writing may require and shall supply free of cost samples necessary for this purpose. Unless an item-rate is provided in the schedule of Items for such tests, the cost incurred in this respect shall be borne by the contractor.

#### 7.03 Owner's access to the works :

The owner, the Engineer and any person authorised by them shall at all times have access to the works and to the site and to all workshops and places where work is being prepared or whence materials manufactured articles and machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

#### 7.04 Examination of the works :

No work shall be covered up or put out of view without the approval of the Engineer and the contractor shall afford full opportunity for the Engineer or his authorised representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer whenever any such work of foundation is or are ready or about to be ready for examination and the Engineer shall without unreasonable delay unless he considers it unnecessary and advises the contractor accordingly to attend to the purpose of examining and measuring such work of examining such foundations. The contractor shall uncover any part or parts of the works or make opening in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out view after compliance with the requirements of this Sub Clause and are found to be executed in accordance with the contract, the expenses of uncovering, making openings, reinstating and making good the same shall be borne by the owner, but in any other case all such expenses shall be borne by the contractor and shall be recoverable from him by the owner or may be deducted by the owner, from any monies due or which may become due to the contractor.

#### 7.05 Removal of improper work and material :

The Engineer shall, during the progress of works, have power to order in writing from time to time :

- a) The removal from the site of any materials which in the opinion of the Engineer are not in accordance with the contract.
- b) The substitution of proper and suitable materials  
and
- c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefor) to any work which in respect of materials or workmanship, is not in the opinion of the Engineer in accordance with the contract. In case of default on the part of the contractor in carrying out such order, the owner shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the contractors and shall be recoverable from him by the owner or may be deducted by the owner from any monies due or which may become due to the contractor. 7 (Seven)days notice in writing shall be given to the contractor for removal of work/material from site.

#### 7.06 Suspension of work :

The contractor shall on the written order of the Engineer suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the works so far as in necessary in the opinion of the Engineer. The extra cost (if any) incurred by the contractor in giving effect to the Engineer's instructions under this Sub clause shall be borne and paid by the owner, unless such suspension is :

- a) Otherwise provided for in the contract, or
- b) necessary for the proper execution of the works of by reasons of weather conditions or by some default on the part of the contractor, or

- c) necessary for the safety of the works or any part thereof

Provided that the contractor shall not be entitled to recover any such cost unless he gives notice in writing of his intention to claim to the Engineer shall settle and determine the extra payment to be made to the contractor in respect of such claim as the Engineer shall consider fair and reasonable.

## **8.00 MAINTENANCE AND DEFECTS :**

### **8.01 Period of Maintenance:**

In those condition the expression “ Period of Maintenance “ shall mean the Period of Maintenance i.e. six months mentioned in the Contract calculated from the date of completion of the Works certified by the Engineer of more than one Certificate having been issued from the respective dates so certified and in relation to the Period of Maintenance, the expression “the Works” shall be constructed accordingly.

### **8.02 Maintenance and repair:**

To the extent that the works shall at as soon as practicable after expiry of the Period of Maintenance be delivered upto the Owner in as good and perfect condition (fair wear and tear expected) to the satisfaction of the Engineer as that in which they were at commence of the Period of Maintenance. The contractor shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkages, or other faults as may be required of the Contractor in writing by the Engineer during the Period of Maintenance or within fourteen days after its expiration as a result or an inspection made by or on behalf of the Engineer prior to its expiry. All such work shall be carried out by the Contractor at his own expense if the necessity thereof shall in the opinion of the Engineer be due to the use of materials or workmanship not in accordance with the Contract or to neglect, failure on the part of the Contractor to comply with any obligation expressed or implied on the contractor’s part under the Contract. If in the opinion of the owner shall be ascertained and paid for as if it were additional work. The maintenance period is 6(Six) months from the date of handing over the entire completed work to the M.S.E.T.C.L..

If the contractor shall fail to do any such work as aforesaid required by the Engineer, the owner shall be entitled to carry out such workmen or other contractor and if such work is executed which the Contractor should have carried out at the Contractor’s own cost the owner shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any more due or which may become due to the contractor.

## **9.0 Alterations, additions and omissions**

### **9.01 Variations**

The Engineer shall make any variation of the form, quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall , in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work included in the contract to any extent
- (b) omit any such work
- (c) Change the character or quality or kind of any such work,
- (d) Change the levels, lines, position & dimensions of any part of works, and
- (e) execute additional work of any kind necessary for the completion of the works and no such variation shall be made by the contractor without an order and shall in any way vitiate or invalidate the Contract.

### **9.02 Variations in quantities of work**

For tendered rates for all sub-items/items 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-item/item or in the overall quantum of work done, whether in excess or in deficit and no claim by the contractor for revision of rates on grounds of loss of profit or increased overheads or whatsoever other grounds shall be entertained by the Owner.

9.03 Valuation of extra items

9.03.1 For any item or 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, should 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 actual lead lift, towards basic cost of Schedule ‘A’ materials issued etc.

9.03.2 The bidder shall clearly note that the rates for extra items arrived as above shall be subject to the approval of the Competent Authority duly delegated powers for this purpose by the Owner.

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

9.4 Claims

The Contractor shall send to the Engineer’s representative once in every three months, an account giving particulars, as full and detailed as possible, of all claims for any additional payment to which the Contractor may consider himself entitled and all extra or additional work ordered by the engineer which he has executed during the preceding three months. No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the Engineer shall entitled to authorise payment to be made for any such work or expense, notwithstanding the Contractor’s failure to comply with this condition, if the contractor has, at the earliest practicable opportunity, notified the Engineer in writing that he intends to make a claim for such work.

9.5 Price Escalation will applicable to those contracts of which validity will be more than one year. For all other tenders, price escalation will not applicable to this work.

If during the operative period of the contract as defined in condition (i) below, there shall be any variation in the Consumer Price Index (New Series) for Industrial workers for Mumbai Centre as per the Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and/or in the Wholesale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Government of India, as compared to the respective figure therefor, on the date 30 days before the last date prescribed for receipt of tender of tender and/ or in the prices of Petrol/Oil and Lubricants, then subject to the other conditions mentioned below, price adjustment on account of

(i) Labour component

(ii) Material component

(iii) POL component

which respectively are

For Labour Component 25 %

For Material Component 72 %

POL Component 3 %

of the total cost of work put to tender, calculating as per the formula hereinafter appearing shall be made. (Total of all these three components will be 100)



(A) Formula for labour Components:

$$VI = 0.85 \times (P - \text{Cost of Schedule 'A'}) \times \left( \frac{K1 \times C1 - CO}{100 \times CO} \right)$$

100 CO Where =

VI = Amount of price variation in Rupees to be allowed.

P = Cost of work done during the period under consideration.

K1 = Percentage of labour component as indicated above.

CO = Basic consumer price index for Mumbai centre ascertained as above on the date 30 days preceding the last date prescribed for receipt of tender.

C1 = Average Consumer price Index for \_\_\_\_\_ centre ascertained as above during the period under consideration.

(B) Formula For Material Components :

$$V2 = 0.85 \times (P - \text{Cost of schedule 'A'}) \times \left( \frac{K2 \times L1 - L0}{100 \times L0} \right)$$

V2 = Amount of price variation in Rupees to be allowed.

P = Cost of work done during the period under consideration.

K2 = Percentage of material component as indicated above.

L0 = Basic wholesale price index ascertained as above on the date 30 days

preceding the last date prescribed for receipt of tender. L1 = Average wholesale price index ascertained as above during the period under consideration.

(C) Formula For Petrol Oil And Lubricant Component :

$$V3 = 0.85 \times (P - \text{Cost of Schedule 'A'}) \times \left( \frac{K3 \times P1 - P0}{100 \times P0} \right) \times (\text{Materials used})$$

Where = V3 = Amount of price variation in Rupees to be allowed. P = Cost of work done during the

period under consideration. K3 = Percentage of petrol, Oil and lubricant component.

P1 = Average price of H.S.D. for \_\_\_\_\_ during the period under consideration.

P0 = Average price of H.S.D. for \_\_\_\_\_ on the date 30 days preceding the last date prescribed for receipt of tender.

Conditions referred to price variation.

(i) The operative period of the contract shall mean the period commencing from the date of actual handing over the site to the contractor and ending on the date when the time allowed for the work specified in the Memorandum under Tender for work expires, taking into consideration the extension of time, if any, for completion of the work, granted by the Competent Authority of the Board under the relevant clause of the conditions of contract. In

cases other than those where such extension is necessitated on account of default of the contractor, the decision of the Competent Authority as regards the operative period of the contract shall be final and binding on the contractor, where compensation for liquidated damages is levied on the contractor on account of delay in completion or inadequate progress under the relevant contract provision. The escalation amount for the balance work from the date of levy of such compensation shall be worked out by pegging the indices C-1, I-1 and P-1 to levels corresponding to the date for which such compensation is levied.

(ii) This Price Variation Clause shall be applicable to all contracts in B-1, B-2 and C forms but shall not apply for Piece Works.

(iii) Price variation shall be calculated, in accordance with the formula mentioned above, separately for labour, material and POL components.

(iv) The price variation under this clause shall not be payable for extra items required to be executed during the completion of the work and also on the excess quantities payable under the provisions of clause 38/37 of the contract form B1/ B2 respectively, since the rates payable for the extra items of the extra quantities under clause 38/37 are to be fixed as per the current D.S.R. or as mutually agreed, subject to yearly revision till completion of such work. In other words, when the completion / execution of extra items as well as extra quantities under clause 38/37 of the contract form B1/B2 extends beyond the operative date of the then D.S.R., the rates payable for the same beyond that date shall be revised with reference to the next current D.S.R. Prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the contract, whichever is less.

(v) This clause is operative both ways, i.e. if the price variation in the said wholesale price index for all commodities, consumer price index (new series) or price of HSD for Pune is on the plus side, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the Board shall be entitled to recover the same from the contractor and the amount shall be deductible from the contractor's bill for the respective period in which there are fluctuations.

#### 10.03 Rates for extra items of work :

For any item of work required to be executed under the contract and considered essential for completion of the work for which rate does not exist in the contract, shall preferably be derived from similar items under Schedule 'B' ( i. e. schedule of items). However should the rate cannot be derived from any item under Schedule 'B' rate for such extra items of work may be derived as under and shall include :

- a) Cost (at schedule 'A' rates under clause 6 of supplementary conditions of contract) of materials issued Schedule 'A' to the extent actually incorporated in the works, including actual wastage subject to maximum percentage specified.
- b) Cost of materials procured by the contractor to the extent actually incorporated in the works including actual wastages, if any subject. However, to maximum of 5% of the quantity actually incorporated in works, and including all actual expenses towards handling, transport, taxed and octroi upto the site of work.
- c) Actual cost of labour, excluding any type of supervision.
- d) 5% of (a), 15% of (b) and 25% of (c) above cover tools and plant, supervision, overheads, contingencies and profit.

The 5% extra in respect of (a) indicated under (d) above shall be deemed to include all the costs involved in receiving the materials from Board's stores, handling transport, safe

custody, storage, site to site transport, return of surplus material to stores etc.

If any equipment is specifically required to be hired for execution of work under “extra items”, the hire charges (inclusive of fuel costs or exclusive as the case may be) would be considered under category (b) above for the purpose of assessment of extra item rate. Similarly the transport charges (excluding as applications to the schedule `A` materials ) as involved in the extra item of work would also considered under category (b) above.

The contractor shall be bound to execute all extra items which are interpreted by the Engineer (c)-in-charge of the works contingent to the works included under the scope of the contractor case of any dispute regarding interpretation, rates etc. the decision of the Executive Engineer (C) would be final and binding on the contractor. However, the total cost of extra items may not exceed 5% of the contract value.

#### 9.6 Contractor to furnish receipts & vouchers :

The contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to prove the amounts paid before ordering shall submit to the Engineer quotations for the same for his approval.

#### 9.7 Contractor to maintain and furnish list of all workmen employed on day work basis and materials consumed :

In the respect of all work executed on a day work basis, the contractor shall during the continuance of such work deliver each day to the Engineer an exact list in duplicate of the names, occupations and time of all workmen employed on such works and a statement also in duplicate showing the description and quantity of all materials and plant used thereon or therefore. One copy of each list and statement will, if correct or when agreed be signed by the Engineer and returned to the contractor. At the end of each month the contractor shall deliver to the Engineer a priced statement of the labour material and plant (except as aforesaid) used and the contractor shall not be entitled to any payment unless such list and statements have not been fully and punctually rendered. provided always that if the Engineer shall considered that for any reason the sending of such list or statement by the contractor in accordance with the foregoing provision was impracticable, he shall nevertheless be entitled to authorise payment for such whether as day work ( on being authorise payment for such work ) or at such value therefore as he shall consider fair and reasonable.

#### 9.8 Contractor to furnish monthly account of extra work :

The contractor shall submit to the Engineer once in every month an account giving full and detailed particulars of all claims for himself for any additional expenses to which the contractor may consider himself entitled and of all extra or additional work ordered by the Engineer which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always the Engineer shall be entitled to authorise payments to be made for any such work notwithstanding the contractor’s failure to comply with this condition if the contractor has at the earliest practicable opportunity notified the Engineer in writing that he intends to make a claim for such work.

### 10.00 PROPERTY IN MATERIALS AND PLANT

#### 10.01 Owner’s property :

All the constructional plant, temporary works and materials provided by the contractor shall when brought on to the site immediately be deemed to become the property for the owner and the contractor shall remove the same or any part thereof without the consent in writing of the Engineer which shall not be unreasonably withheld. but the owner will permit the contractor to use all such constructional plant, temporary works and materials in an for the completion of

the works until the happening of any such event which gives right to the owner to exclude the contractor from the site and proceed with the completion of the works.

10.02 Removal of plant, temporary works and materials :

Upon the removal of any such constructional plant, temporary works or materials with consent as aforesaid the same shall be deemed to revert in and become the property of the contractor and upon completion of the works and any unused materials provided by the contractor shall be deemed to revert in and become property of the contractor who shall remove the same. If the contractor fails to remove any of the said constructional plant, temporary works or unused materials within such reasonable time after the completion for the works as may be allowed by the Engineer, then the owner may sell the same and shall after deducting from the proceeds the costs, charges and expenses of and inconnection with such sale pay the balance (if any) to the contractor.

10.03 Owner not liable to loss or damage :

The owner shall not at any time be liable for the loss of or injury to any of the said constructional plant, temporary works or materials save as mentioned above.

10.04 Engineer's right to reject materials etc :

The operation of the last preceding sub-clauses of this clause shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

**11.00 REMEDIES AND POWERS :**

11.01 Owner's power to take possession

If the contractor shall become bankrupt or have receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour or his creditors or shall agree to carry out the contract under a committee of inspection of his creditors or (being a corporation ) shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the contractor shall assign the contract without the consent in writing of the owner first obtained of shall have as execution levied on his goods or if the Engineer shall certify in writing to the owner that in his opinion the contractor :

- a) has abandoned the contract or
- b) without reasonable excuse has failed to commence the works or has suspended the progress of the works for 14 days after receiving from the Engineer written notice to proceed or
- c) has failed to proceed with the works with due diligence or
- d) has failed to remove materials from the site or to pull down and replace for 14 days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer under these conditions or
- e) is not executing the works in accordance with the contractor is persistently or flagrantly neglecting to carry out his obligations under the contract or
- f) has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary, sublet any part of the contract.

then the owner may after giving 7 days notice in writing to the contractor enter upon the site and works and expel the contractor therefrom without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract or effecting the rights and powers conferred on the owner or the Engineer by the contract and may himself complete the works or may employ any other contractor to complete the works and the owner or such other contractor may use for such completion so much of the

constructional plant, temporary works and materials or the site as he or they may think proper and the owner may at any time sell any of the said constructional plant, temporary works and unused material and apply the proceeds of sale in or towards the realization of any sums due or which may become due to him from the contractor under the contract.

#### 11.02 Engineer to assess value of work done at the time of taking possession :

The Engineer shall as soon as may be practicable after any such entry and expulsion by the owner fix and determine exparte of reference to the parties or after such investigation or inquiries as he may think fit to make or institute and shall certify what amount (if any) had at time of such entry and expulsion been reasonably earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the contract and what was the value of nay unused or partially used materials, any constructional plant and any temporary work upon site.

#### 11.03 Owner not liable to pay until expiry of the period of maintenance :

If the owner shall enter and expel the contractor under this clause he shall not be liable to pay to the contractor any money on account of the contract until the expiry of the period of maintenance and thereafter until the costs of completion and of maintenance damages for delay in completion (if any) and all other expenses incurred by the owner have been ascertained and the amount there of certified by the Engineer. The contractor shall then be entitled to receive any such sums (if any) as the Engineer may certify would have been to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the contractor on due completion by him then the contractor shall upon demand pay to the owner the amount of such excess and it shall be deemed a debt by the contractor to the owner and shall be recoverable accordingly.

#### 11.04 Urgent repair work :

If by reason of any accident or failure or other event occurring to or in connection with the works or any part thereof either during the execution of works or during the period of maintenance any remedial or other work or repair shall in the opinion of the Engineer be urgently necessary fro security and the contractor is unable or unwilling at once to do such work or repair, the owner may buy his own or other workmen do such work or repair as the Engineer may consider necessary. If the work or repair so done by the owner, which in the opinion of the Engineer the contractor was liable to do at his own expense under the contract all cost and charges properly incurred by the owner in so doing shall on demand be paid by the contractor to the owner or may be deducted by the owner from any monies due or which may become due to the contractor. Provided always that the Engineer shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the contractor thereof in writing.

### **12.0 CONTRACTOR'S QUOTED RATES**

The rates quoted by the tenderer i.e. the rates indicated in Schedule 'B' duly increased /decreased/ at par, as the case may be, by the percentage increase/decrease/ at par quoted by the tenderer over/with the rates indicated in Schedle 'B' shall include cost of all materials, labour, plant, equipment, temporary works, tools, setting out, supervision, transport, taxes duties, octroi all tolls, local taxes, royalties, excise duty, transaction, insurance and every thing necessary for due per formance of work under this contract.

### **13.0 CONTRACTOR TO BE RESPONSIBLE FOR SAFETY OF WORKS**

The work whether fully completed or incomplete, all the materials, machinery, plants, tools, temporary buildings and other things connected therewith shall remain at the risk and in the sole charge of the contractor until, the 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, teh contractor shall at his own

cost take all precautions reasonably necessary to keep all the aforesaid works, materials, machinery, plants, temporary buildings and other things connected therewith free from any loss of damage and in the event of the same or any part thereof being lost or damaged, the contractor shall forthwith reinstate and make good such loss or damage at his own cost.

#### **14.0 M.S.E.T.C.L.'S PRIORITY FOR COMPLETION OF WORKS**

It may be clearly understood by the tenderer that the contractor shall be bound to complete and handover to the M.S.E.T.C.L. and work including connected works under the scope of the contract that may be required by the M.S.E.T.C.L. earlier than the periods indicated in the said programme without any extra expenditure to the M.S.E.T.C.L..

Any revised priority works as required by the M.S.E.T.C.L. shall be carried out by the contractor without affecting the overall completion period specified in the tender documents.

#### **15.0 M.S.E.T.C.L.'S RIGHT**

M.S.E.T.C.L. reserves the right to withdraw any works from the scope of contract if found necessary.

#### **16.00 MISCELLANEOUS :**

##### **16.01 Endorsement of Terms**

The failure of either party to endorse at time any of the provision of the contract or any rights in respect thereto or in exercise an option herein provided shall in no ways be constructed to be a waiver of such provisions, rights or option or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have.

##### **16.02 Correspondence :**

After the Tender has been accepted by the owner, the orders or instructions to the contractor shall, except as herein otherwise provided, be given by the Engineer in writing on behalf of the owner. procedure of correspondence on various matters between the owner and the contractor will be communicated to the contractor after acceptance of the tender.

#### **17.0 LAWS AND REGULATIONS**

##### **17.1** The M.S.E.T.C.L. shall through out the continuance of the contract and 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 bye laws of the local or toher authority which shall be applicable to the works. All 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 wherever they are applicable, unless otherwise agree to in writing by the Engineer -in-charge.

The contractor shall abide himself and fulfil all obligations enforceable under enforcement of contract labour (Regulation and Abolition) Act 1978 and absolve the M.S.E.T.C.L. entirely. In case the contractor has not fulfilled all the obligations under this contract at the time of tendering his tender is not likely to be considered. Even after award of the contract at any stage if it is observed that any of his obligations under the act are not fulfilled., in addition to the action being taken in accordance with the provisions of the act, the contract may be cancelled and deemed as having been abandoned by the contractor and action be taken suitably in accordance with the terms of the contract.

The M.S.E.T.C.L. does not bind itself to accept the lowest or any bid and reserves the right to reject any bid or a portion thereof without assigning any reasons therefor or to split the contract either at the initial contract award stage or during the progress of work due to unsatisfactory work, of any one contractor. The M.S.E.T.C.L. will not entertain any claim from the contractor as a result of such action on part

of M.S.E.T.C.L..

The contractor shall abide by all rules, regulations, Acts etc. regarding the labour employed by him either directly or through sub contractor. In case of non compliance of any rules and regulations by the contractors which compel the Govt. on account of M.S.E.T.C.L. being principal employer, the amount so demanded by the Govt.

authorities shall be recovered from the contractor's bills and no dispute and litigation on this account shall be entertained by the M.S.E.T.C.L.. The contractor in such case shall take up the matter with Govt. authorities and settle the disputes without involving the M.S.E.T.C.L..

## **18.0 TIME LIMIT**

The work is to be completed within stipulated period mentioned in the tender notice from the date of handing over of site to commence the work. The Engineer-in-charge viz. Executive Engineer (Civil) should certify the non-working days such as force majeure delay of act of God like Earthquake, Flood etc. and a register for non-working days should be maintained at site.

Contractor should note that 7% of the total work done amount shall be recovered through each R.A. Bill & shall be held as retention towards grant of extension of time limit. In case work is completed within time limit, the retention so recovered shall immediately be released before preparation of final bill. Further, if extension is granted with penalty if any, a retention as above shall be released by deduction of penalty imposed by the competent authority before preparation of final bill etc.

## **19.0 Commencement time and delays :**

### **19.01 Commencement of work :**

The contractor shall commence the works as per his programme of work approved by the Engineer after the receipt of Letter of Intent or Order, whichever is earlier by him in writing to this effect from the owner/Engineer and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or by wholly beyond the contractor's control. The contractor shall not be given possession of any site for commencement of execution of the works unless and until he has deposited the initial security money in accordance with the provision of Clause No. 27 of "Award of Contract" on page No. 13 of the conditions of tendering.

### **19.02 Possession of site :**

Save in so far as the contract may prescribe the extent or portions of the site of which the contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the contract as to the order in which the works shall be executed the owner will, with the Engineer's written order to commence the works, give to the contractors possession of so much of the site as may be required to enable the contractor to commence and proceed with the construction of the work in accordance with the programme referred to here ( if any ) and otherwise in accordance with such reasonable proposals of the contractor as he shall make by notice in writing to the Engineer the owner will from time to time as the work proceeds, give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the construction of works with due dispatch in accordance with the terms of this clause and Engineer shall grant a reasonable extension of time for the completion of works.

### **19.03 Temporary way-leaves :**

The contractor shall bear all expenses and charges for special or temporary way-leaves required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the works.

19.04 Completion time :

Subject to any requirement under the contract as to completion of any portion of the works before completion of the whole of the works, the works shall be completed within the time stated in the tenderer calculated from the date of Engineer's written order to commence the works or such extended time as may be allowed under the contract.

19.05 Extension of time :

Should the amount of extra or additional work of any Kind or other special circumstances of any kind whatsoever which may occur by such as fairly to entitle the contractor to an extension of time for the completion of the works the Engineer shall determine the amount of such extension. Provided that the Engineer is not bound to take into account any extra additional work or other special circumstance unless the contractor has within one month after such work has been commenced or such circumstances have arisen or as soon thereafter as is practicable delivered to the Engineer full and detailed particulars or any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated in time.

19.06 Night and Holiday Work :Subject to any provision to the contrary contained in the contract none of the permanent work shall, save as hereinafter provided, be carried on during the night or on Sundays or other holidays without the permission in writing of the Engineer, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case, the contractor shall immediately advise the Engineer or Engineer's representative. Provided always that the provisions of this sub- clause shall not be applicable in the case of any work, which it is customary to carry out by rotation or double shifts. The whole of the materials plant and labour to be provided by the contractor in night and holiday work under this sub-clause and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner approved by the Engineer. Should the rate of progress of the works or any part thereof be at at any time in the opinion of the Engineer is too slow to ensure the completion of the works by the prescribed time or extended time for completion, the Engineer shall so notify the contractor in writing and the contractor shall thereupon take such steps as the contractor may think necessary and the Engineer may approve to expedite progress so as to complete the works by the prescribed time or extended time for completion. If the works is not being carried on by day and by night and the con

tractor shall require permission to work by night and on Sundays and other holidays as well as by day, then if the Engineer shall grant such permission, the contractor shall not be entitled to any such additional payment for so doing but if such permission shall be refused and there shall be no equivalent practicable method of expediting the progress of the work, the time for completion of the works shall be extended by the Engineer by such period as is solely attributable to such refusal. All work at night shall be carried out without unreasonable noise or other disturbance. The contractor shall indemnify the owner from and against any liability for damages on account of noise or other disturbance created while or in proceedings, damages, costs, charges and expenses whatsoever in regard or in relation to such liability.

19.07 Compensation for the delay :The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the site is handedover to the contractor to commence the work. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract) and the contractor shall pay as compensation amount equal to half percent per week or such smaller amount as decided by the Company's authority on the value of work that remains unfinished after schedule date of completion. (SUBJECT TO MAXIMUM 5% OF WORK ORDER VALUE) as the Executive Engineer (whose decision in writing shall be final) may decide.

19.08 Completion Certificate: As soon as in the opinion of the Engineer the works shall have been



substantially completed and shall have satisfactorily passed any final test that may be prescribed by the contract, the Engineer shall on receiving a written undertaking by the contractor to finish any outstanding work during the period of maintenance issue a certificate of completion and in respect, of the works of the period of maintenance shall commence from the date of such certificate. Provided that the Engineer may give such certificate with respect to any part of the works before the completion of the whole of the works and shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Engineer and occupied or used by the owner and when any such certificate is given in respect of an part of the works, such part shall be considered as completed and the period of maintenance shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate.

**20.0 TIME IS THE ESSENCE OF CONTRACT :**

20.1 Time is the essence of the contract. The time shall be reckoned from the date on which the site of work is handed over to the successful tenderer, initially, to commence the works under the contract. The contractor shall commence his site mobilisation and other preparatory works immediately on receipt of the letter of intent.

Immediately on receipt of the work order he shall proceed with the work with due efficiency and without any delay, except as may expressly be sanctioned or ordered by the Engineer-in-charge.

20.2 The contractor shall prepare a detailed schedule/Bar Chart indicating the commencement and completion date for each major activity in respect of foundations, Control Room and other important works such as cable gallery, metal spreading, road works under the scope of work to suit the time of completion stipulated of 'Notice to Tenderers and submit the same within 15 days from the date of issue of the work order to the 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/Control Room Buildings etc. will be met or to institute corrective steps to maintain the targeted completion dates. The M.S.E.T.C.L. / Owner reserves the right to revise the above schedule/Bar chart and the contractor shall not have any right for compensation on this account.

20.3 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.

**21.0 MEASUREMENT :**

21.01 Quantities

The quantities set out in the Bill of Quantities, i.e. Schedule B are only approximate estimated quantities of the work, but they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

21.02 Works to be measured The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the Contract of work done in accordance with the Contract. He shall, when he requires any parts of the Works to be measured, give notice to the Contractor's authorised agent or representative, who shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's Representative in making such measurements, and shall furnish all particulars required by either of them. Should the Contractor not attend, or neglect or omit to send such agent, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by records and drawings, the Engineer's Representative shall prepare records and drawings month by month of such work and the Contractor, as and when called upon to do so in writing, shall, within fourteen days, attend to

examine and agree such records and drawings with the Engineer's Representative and shall sign the same when so agreed. If the Contractor does not so attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor shall, within fourteen days of such examination, lodge with the Engineer's Representative, for decision by the Engineer, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

#### **22.00 Method of measurement**

The works shall be measured as per mode of measurement stipulated in the detailed technical specification.

**PAYMENT:** All the R.A. bills payments will be passed and paid in the Division Office by the Executive Engineer (Civil) as per the powers vested vide clause No.39 of G.O.I (F&A) Dt-02.04.2007 Section II, Works.

The bills in triplicate 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 be released as per the fund position in the reasonable period of receipt of such bill in the division office. Balance payment of the net payable amount of the R.A bill, would be effected after technical scrutiny and detailed audit etc. on the availability of funds and on the receipt of the bill in the Division Office. No claim for payment of interest/damage/ extension in time limit etc. for any delay in the payment shall be considered or payable by the M.S.E.T.C.L.

For the works cost put to tender of Rs. 15 Lakhs and above, the conventional MB shall be replaced by bound volume computerized measurement book (CMB) to be furnished by contractor.

- a) The contractor shall submit his running and final bills in the computerized form in the same format as the existing conventional bills. With all pages machine numbered and with all entries made as per existing procedure.
- b) The contractor shall submit as many copies of the computerized bill (original + minimum 2 copies) as may be required for the purpose of reference and record in the various offices of MSETCL.
- c) The bill shall be carried forward from the previous running account bill as per the existing procedure.
- d) These computerized bill shall be process by various offices for payment as per the existing procedure.

22.1.2. Contractors should note that 5% of the work order amount shall be invariably be recovered through R.A. Bill, after completion of due date. 5% amount shall be held as retention towards extension in time limit. The upto date amount retained on this account shall be limited to 5% of work order amount. Further if extension is granted with penalty if any, a retention as above shall be released by deduction of penalty so imposed by the Competent Authority before or at the time of preparation of final bill etc. No claim for payment of interest / damage etc. for any delay in the payment shall be considered or payable by the Company.

- 22.1.3 Every possible effort to finalise 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 settled at pre-final bill stage itself. However, the tenderer shall clearly note that while every effort shall be made by the M.S.E.T.C.L. to stick up the above schedule of payment, no claim for payment of interest / damage / extension in time limit etc. for any delay in the payment shall be considered or payable by the M.S.E.T.C.L..
- 22.1.4 In case the final bill is not finalised within a period of nine months from the date of completion, 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 M.S.E.T.C.L.'s standard proforma, and the contractor will have to renew the Bank Gurantee every time and shall be valid till the final bill is actually paid to the contractor.
- 22.1.5 Advances The contractor may be paid monthly alongwith R.A. Bills, a sum not exceeding 75% of the value of materials (provided they are of imperishable nature) except reinforcement steel, collected by them on the site of works and required for incorporation in works, on a certificate of value issued by an officer of the Employer not below the rank of Dy. Executive / Assistant Engineer. In case the contractor is required to purchase tested reinforcement steel for incorporation in works, the advance payable would be sum not exceeding 90% of the value of the steel. The value of the material may be assessed by the Dy. Executive / Assistant Engineer - in - charge on the basis of purchase vouchers submitted by the contractor and its assessed proportionate value as a component of the relevant item, whichever is less. The secured and interest free advance so paid shall be recovered from the subsequent R.A. bills as and when the relevant items of Schedule 'B' are released. The Employer will have a lien on these materials against which advances have been released until the advance is fully recovered. All outstanding advances against materials in any case shall stand recoverable from the pre-final bill irrespective whether the materials, against which the advances have been released have by that time been consumed in works or not. No advance against machinery or towards site mobilisation or on materials such as plywood or M.S. Plates in form work etc. would be paid by the Employer to the contractor.
- 22.2 Departmental supply of materials will not be made :
- 22.2.1 Reinforcement Steel The reinforcement bars for incorporation in R.C.C. works will not be supplied by the Employer under Schedule 'A' and the contractor shall have to make his own arrangements for procuring the same from reputed manufacturers, Re-rollers or authorised dealers. Purchases of steel from unauthorised sources or unauthorised dealers will not be permitted. The reinforcement bars shall be either plain round mild steel bars conforming to Grade I of I.S. 432 or high yield strength deformed bars conforming 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 conform 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 provisions of the relevant I.S.S. is submitted by the

contractor to the Engineer in charge.

### 23.0 Engineer may withhold certificate of payment :

The Engineer may be by any certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have power to withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

### 23.01 Certificates of payment shall not constitute approval of work

No certificate other than the maintenance certificate as referred to here shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the contractor or of additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

### 23.02 Taking over :

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.

2 If for any reason other than the default of the contractor such last mentioned tests on site shall not be carried out within one month of the 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 as on the last day of such period and payments due to the contractor on taking over shall be made, but the contractor, shall if called upon to do so by the M.S.E.T.C.L., but at the M.S.E.T.C.L.'s expense, make the said test during the maintenance period.

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 M.S.E.T.C.L. are vacated by him and returned to the M.S.E.T.C.L. in the same condition such land/staff quarters are handed over to him by the M.S.E.T.C.L..

4 The Engineer-in-charge shall not delay issue of any, taking over certificate contemplated by this clause on account of minor defects or items to completed in the work which do not affect the commercial use thereof provided that he contractor shall undertake to make good the same within a specified time limit.

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

## 24.0 **WATER SUPPLY**

### 24.1 Departmental supply of water if available

The Owner will supply water for construction purpose to the contractor at any one point only, as decided by the Executive Engineer-in-charge near the site of work and at one point, near the contractor's labour colony, as decided by the Executive Engineer-in-charge, for domestic purposes, both at ground level. The contractor will be required to make his own arrangements for taking the water wherever required to suit the works by laying pipe lines and constructing storage tanks of requisite capacity at ground level and installing pumps all at contractor's own cost. The contractor shall take all precautions to prevent wastage and/or misuse of water. In case the contractor resorts to in the opinion of the Executive Engineer-in-charge unwarranted wastage and/or misuse of water supplied by the Owner, the Executive Engineer-in-charge may disconnect the water supply and the contractor would be in that event make at his own arrangements for supply of water, without any reduction in the flat rate chargeable as below :

The Owner shall charge a flat rate of 0.25% of gross value of total work done for the supply of water and the recoveries would be effected, irrespective of the quantum of water supplied, from the running account bills at the rate of 0.25% of the gross value of each R.A. Bill including the value of all extra items, claims and before deduction of conditional rebates if any. Balance recoveries if any would be made from the final bill.

The Owner, however, shall not be responsible for any inconvenience caused to the contractor due to shortage or non- supply of water due to any reasons. The contractor in such cases shall be responsible to make his own arrangements. No claim for compensation for idle time etc. will be entertained for the non- supply of shortage of water, neither will any claim for reduction in flat rate chargeable as above would be entertained.

If such break-down occurs in the water supply by the M.S.E.T.C.L., and if, thereby the progress of work is hampered, it will be the duty of the contractor to increase the progress of work after restoration of the water supply.

In case water supply is not made available by the owner, no recovery will be effected from Contractor's bill.

24.2 Approval only by maintenance certificate

No certificate other than the Maintenance certificate referred to in Clause 25.1 hereof shall be deemed to constitute final approval of the works.

24.3 Maintenance certificate

The Contract shall not be considered as completed until a Maintenance Certificate is signed by the Engineer and delivered to the Employer stating that the Works have been completed and maintained to his satisfaction.

24.4 Cessation of employer's liability The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or the execution of the Works, unless the Contractor makes a claim in writing in respect thereof before issuing of the Maintenance Certificate.

25.0 **Departmental supply of electrical energy if available**

Electrical Energy will be made available to the contractor for lighting and power at 3 different points, two for the works proper and one at contractor's labour colony. Such energy for power shall be supplied to the contractor in 3 phases 415 V. points. The contractor shall have to carry out, at his own cost, all further connections, as per electricity rules and regulations.

The owner shall charge a flat rate of 0.125% of gross value of total work done for the supply of electrical energy and the recovery would be effected, irrespective of the quantum of electrical energy supplied, from the running account bills at the rate of 0.125% of the gross value of each R.A. Bill including the value of extra items, claims and before deduction of conditional rebates etc. but after application of unconditional rebates if any. Balance recoveries if any would be made from the final bill. The Owner shall not be responsible for any inconvenience caused due to any failure of lightening and power supply and no compensation for delay in works can be claimed by contractor due to such non- supply.

The contractor shall take all precautions to prevent wastage and/or misuse of electrical energy. In case the Contractor resorts to, in the opinion of the Executive Engineer-in-charge unwarranted wastage and/or misuse of electrical energy supplied by the Owner, the Executive Engineer-in-charge may disconnect the supply and the contractor in that event would be obliged to arrange for electric supply through his own sources at his own cost. No rebate in the chargeable flat rate in such an event would however, be allowed by the Employer.

If such breakdown occurs in the supply of electrical energy by the Owner, and if, thereby the

progress of work is hampered, it will be the duty of the contractor to increase the progress of work after restoration of electric supply, so that the overall monthly progress of the work is not affected.

In case Electric Supply is not provided by the owner, no recovery will be effected from the Contractor's bill.

**26.0 TOOLS PLANT AND MACHINERY :**

26.1 In respect of procurement of plant and machinery /it will be for the contractor to apply to concerned authorities for necessary permit etc. under intimation to the M.S.E.T.C.L.. It will be for Maharashtra State Electricity Transmission Co. Ltd., only to recommend release of the permits etc. in favour of the contractor. However, effectiveness of such recommendations will be in accordance with the prevailing rules and contractor's responsibility in respect of non receipt of machineries etc. even in spite of M.S.E.T.C.L.'s recommendation shall have to be borne by him.

26.2 All constructional tools, plant and machinery such pneumatic drills, air compressor, concrete breakers, pumps, concrete mixers, hoists, dumpers, weigh batchers, vibrators and all other required machineries etc. shall be provided by the contractor for construction works.

26.3 The contractor shall state in schedule 'C' the details of plant and machinery already held by him and likely to earmarked for this work including their rating and original costs etc.

26.4 Such items of plant and machinery as are available with the M.S.E.T.C.L. may be made available at the discretion of the Engineer-in-charge to the contractor on payment of hire charges which will be recoverable every month from the contractor's bills and shall be charged for the entire period, including idel days till return of the plant or machinery in working order after use. No claim or compensation will be entertained by the M.S.E.T.C.L. for the delay caused to the works bythenon working of any machineries tools and plants given to the contractors by the M.S.E.T.C.L.. The contractor shall employ skilled mechanics for operating the equipment and return after use in the same running condition as it was when handed over to him. Any damage done to the equipment shall be made good by the contractor except normal wear and tear and the decision as to wether such wear and tear is normal or otherwise shall rest entirely with the M.S.E.T.C.L.. The hire charges shall be as fixed by the Superintending Engineer (Civil-in-charge) from time time.

**27.0 CO-OPERATION WITH OTHER CONTRACTORS/AGENCIES:**

27.1 Apart from the work under this contract, other works will be simultaneously going on either Departmentally or through other agencies at the work site. Each contractor or Agency shall co-operate with the others to the fullest extent and shall allow to each other, every facility and co-operation for execution of their works simultaneously and satisfactorily during the erection of the 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 some time have to suspend his work partially or totally in the interest of the whole project. In such cases and at such times, he will be informed from time to time and directed by the Engineer-in-charge when to work. he may also be required to dismantle/ shift his construction plant and equipement so as to cause minimum obstruction and inconvenience for erection of machinery and/or any other construction operations. In such cases he shall not be given any compensation on account of reduction or stoppage of labour force or dismantling/shift- ing 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.

**WORKING HOURS:**

27.2 The hours of work for the labour employed by the contractor shall conform to the hours of working fixed by the M.S.E.T.C.L..

- 27.3 If the Engineer-in-charge gives permission for night work, such night work shall not entitle the contractor to any increase in rates.
- 27.4 Where night work is in progress, any excavated area shall be barricaded and shall be provided with red lights and all other works areas shall be well lighted to prevent accidental falls etc.
- 27.5 Work shall normally be done in single shift per day. However, the Engineer-in-charge reserves the right to order over time/double shift/triple shift working if required by project requirements and the contractor shall not be paid anything extra over contract rates for such over time/double shift/triple shift working. The Engineer-in-charge if he orders such additional shifts will arrange his Engineers for the usual supervision (besides normal contractor's supervision).
- 28.0 **CONTRACTOR'S SUPERVISION :**
- 28.1 The contractor shall, during the whole time the work is in progress, employ a qualified Engineer to be in-charge of the works with adequate experience in handling of jobs of this nature and with the prior approval of the Executive Engineer (C). Such Engineer shall be constantly in attendance at the site during working hours. During contractor's resident Engineer's absence during working hours, if unavoidable, and also beyond working hours, when it may be necessary to give directions, order may be given by the E.E. (C) and shall be received and obeyed by the contractor's 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 E.E. (C) shall confirm such orders in writing. Any directions, instructions or notices given by the E.E. (C) to him shall be deemed to have been given to the contractor. The representative of the contractor from the Borad's stores issue valid receipts for the same, engage labour or purchase materials and proceed with the work as required for speedy execution.
- 28.2 None of the contractor's supervising Engrs., supervisors or labour should be withdrawn from the work without due notice being given to the E.E. (C) further no such withdrawals shall be made if in the opinion of E.E. (C) such withdrawals will jeopardise the required pace of progress successful completion of the work.
- 28.3 The contractor shall employ in or about execution of the work only such persons as are careful, skilled and experienced in their respective trades, and the E.E. (C) 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 the E.E. (C) misconducts himself or is incompetent or negligent in the proper performance of his duties and all such persons shall not again be employed is upon the works with out the prior permission of the E.E.(C).
- 29.0 **SECURITY REGULATIONS:**
- 29.1 The contractor shall strictly comply with the security Regulations in force at the power station.
- 29.2 If so directed by the E.E.(C), the contractor shall provide each of his employees including labour, with identification badge, at his own cost. The colour and design of these badges shall be subject to the approval of the E.E.(C). The employees shall display the badges on their person so that the badges are clearly visible for easy checking by the gateman as they enter the premises of the M.S.E.T.C.L.. The badges shall be serially numbered. The contractor's initials shall be printed with the number on the badge.
- 29.3 The contractor should immediately notify to the E.E.(C), if any of the badges is lost and a new one issued in its place, or when badges are carried away by discharged labour. No employee of the contractor, without a badge will be permitted to enter the premises of work, except in such cases, where special permission of the Engineer-in-charge is obtained.
- 30.0 **METRIC SYSTEM FOR WEIGHTS:**
- Metric system is being following for the purpose of this contract. The terms 'Tonne' referred to in this contract is 'Metric tonne' equivalent to 1000 kilograms.
- 31.0 **SAFETY PRECAUTIONS**

- 31.1 The contractor shall pay particular attention to ensure safety of his staff and workmen and others in the vicinity and shall be responsible for any loss of life or injury to persons due to negligences or any other causes whatsoever except natural cause. He shall provide all necessary fencing and light required to prevent accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with consent of the contractor be paid to compromise any claim of any such person.
- 31.2 The contractor shall reinstate and make good all damage of every sort mentioned in this clause so as to deliver the whole of the contracting work complete 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 of his petty contractors.
- 31.3 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 damage shall promptly repair or replace such loss or damage free from all expenses to the M.S.E.T.C.L.. The contractor shall be responsible for any loss or damage to materials, tools, or other articles used or held for use in connection with the work. The work shall or property of the M.S.E.T.C.L. or of others and without interference with the operation of existing machinery or equipment.
- 31.4 The use of explosive in a manner which might disturb or endanger the stability, safety, or quality of the works will not be allowed. Explosives shall be stored, handled and used as prescribed by the law and regulation of the Indian Union, the State in which the work is performed and sub divisions thereof. Special attention must be given to immediate disposal of paper wrappings from explosives, which are poisonous to live-stocks.
- 32.0 **CONTRACTOR TO REMOVE ALL OFFENSIVE MATTER IMMEDIATELY AND CLEAN UP.**
- 32.1 All spill, filth or other matter of an offensive nature taken out of any excavation, trench, sewer, drain, cesspool or other place shall not be deposited on the surface, but shall at once be carted away by the contractor and dumped in a pit or place provided by him away from the site of work and approved by local authorities.
- 32.2 As a part of the work included in this contract, the contractor shall completely remove and satisfactorily dispose of all temporary works to the extent directed off all temporary buildings, shall remove of grade to the extent directed all embankment or cofferdams made for construction purpose, shall satisfactorily fill excavations as directed, shall remove all plant and equipment, shall satisfactorily dispose off all rubbish resulting from the operations under this contract and shall do all work necessary to restore the territory embraced within the site of his operations to atleast as good order and conditions as at the beginning of the work under this contract within one month of physical completion of the work adjudged by Engr.-in-charge. In case the contractor does not comply with this requiremnt Engineer -in-charge may get the cleaning work done through another agency and back charge the contractor for the same.
- 33.0 **APPROACH TO WORK SITE :**
- 33.1 The contractor shall make his own arrangements at his own cost for the necessary approach roads for transport of materials to site of work. No extra charge will be paid by the M.S.E.T.C.L..
- 34.0 **DEATH, BANKRUPTCY, BREACH OF CONTRACT ETC. :**
- 34.1 Should the contractor die or become insolvent or bankrupt or have a receiving order made against him or compound with or make any proposal for carrying on his business under



inspection or for the benefit of his creditors or commits an act of insolvency or bankruptcy or being a Corporation pass a resolution or be ordered to be wound up or have a receiver of its business appointed or commit any breach of contract, the M.S.E.T.C.L. shall be entitled forthwith by notice in writing to contractor or his legal representative to determine the contract in such time and manner and by such persons as the M.S.E.T.C.L. shall think fit at the risk cost and liability of the Contractor.

**35.0 NEGLIGENCE :**

35.1 If in the opinion of the M.S.E.T.C.L., the Contractor,

(a) Neglects to execute the work with diligence and expedition or refuses or neglects to comply with any reasonable orders given to him in writing by the Engineer in connection with the work or contravenes the provisions of the contract, the M.S.E.T.C.L. 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 personnel and which in the opinion of the M.S.E.T.C.L. is likely to result or has resulted into sub standard work or loss thereof, then and in such case the M.S.E.T.C.L. shall be at liberty to employ other workmen after giving a seven days notice in writing and thereafter perform such work as the contractor may have neglected to do or if the M.S.E.T.C.L. shall think fit it shall be lawful for the M.S.E.T.C.L. to take the work wholly or in part out of the contractor's hands and re-execute departmentally recontract with any other agency or provide any materials, tools, tackle or labour for the purpose of completing the work or any part thereof and in that event the M.S.E.T.C.L. shall, without being responsible to the contractor for fair wear and tear of the same have the free use of all the materials, tools, tackle or labour for the purpose of completing the work or any part thereof, which may be on the site at any time connection with the work to the exclusion of any right of the contractor over the same, and the M.S.E.T.C.L. shall be entitled to retain and apply any balance which may be otherwise due on any balance which may be otherwise due on the contract by the M.S.E.T.C.L. to the contractor or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

35.2 If the cost of executing the work as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the deficit, the said materials, tools, tackle, construction plant or other things, or property of the contractor or other things may be sold by the M.S.E.T.C.L. and the proceeds applied towards the payment of difference and the cost of an incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale will be paid to the contractor on the certificate of the Engineer. When all expenses, costs and charges incurred in the completion of the work are paid by the Contractor the contractor shall be at liberty to remove all such materials, tools, tackle, construction plant or other things, remaining unsold and the same shall be removed by the contractor forthwith.

**36.0 EXPLOSIVE DIESEL AND PETROL :**

It will not be possible for the M.S.E.T.C.L. to arrange magazine and for issue of Geletine/Detonators etc. M.S.E.T.C.L. shall give all assistance by way of recommendation after the contractor has approached proper authorities in writing. M.S.E.T.C.L., however, does not assume any responsibility for effectiveness of the recommendations made by it in any connection whatsoever.

In the event of Diesel and Petrol being brought under rationing by the Government, necessary rationing permits shall be made available to the contractor by the M.S.E.T.C.L.. All expenditure in this connection shall, however, be borne by the contractor.

**37.0 INFRINGEMENT OF PATENTS :**

The contractor shall assume all liability and fully indemnify and save harmless the M.S.E.T.C.L., its successors or assigns, from and against all claims, suits, proceedings,

damages, losses, expenses, fees, any royalties, arising from any infringements, real or claimed, of any patent on any article, machine manufacture, structure, composition, arrangement, improvement design, device, methods or progress embodies or used in the performance of this contract. The M.S.E.T.C.L. and its successors and assigns, will give the contractor authority, assistance and all available information to enable him to do so.

**38.0 COVERING UP WORK :**

38.1 The contractor shall give not less than five days notice in writing to the Engineer 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 be taken and shall not cover up and place beyond the reach of measurement any work without the consent in writing of the Engineer.

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

**39.0 SUB-LETTING OF CONTRACT:**

The contractor or any part thereof shall not be assigned or sub-let without the written permission of the Executive Engineer (C) / Superintending Engineer. In case such a permission is granted, the responsibility of executing the work according to the specifications and within the stipulated time shall entirely rest with the main contractor.

**40.0 DAMAGES TO THE STRUCTURE AND PLANT :**

40.1 The contractor shall be totally held responsible for any loss or damages, 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 plant or any other structures or plant that may be under construction/erection by any other agency at this site during the entire period covered by this contract along with time extension if any.

40.2 Any permission, given by the Engineer to the contractor to carry out such work, such 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 decided by the M.S.E.T.C.L. 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 M.S.E.T.C.L. and the contractor. It shall also be considered rightful for the M.S.E.T.C.L. to attach any bank guarantees, due on this and other contracts and balance payments for enabling the M.S.E.T.C.L. to recover full extent of such amount.

40.3 However, in the event of amount of the such losses/ damages being received by the M.S.E.T.C.L. from the insurance company due to any of 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 recovery/recoveries made from contractor's bills in respect of each of such exigencies taken individually and in isolated manner.

**41.0 DEWATERING :**

No separate payments for dewatering of sub-soil or surface water if required or removal of slush at any time during the construction work including monsoon period would be made by the M.S.E.T.C.L. and the rates quoted by the tenderer for various items under Schedule 'B' are deemed to be inclusive of cost of such dewatering removal of slush wherever necessary.

**42.0 CONCRETE DESIGN MIX :**

The mix design of concrete shall be carried out by the Engineer-in-charge in the M.S.E.T.C.L.'s site laboratory / any authorised Technical Institute in accordance with the

technical specification enumerated under clause 12 of “Specifications for plain and reinforced concrete Section `A` of this tender specifications, envisaging use of weigh batcher and ..... it in to volumetric basis. The contractor shall supply to the M.S.E.T.C.L. free of cost samples of metal of different grades and sand that he proposes to use in the concrete in required quantities for ascertaining the appropriate design mix. The proportion by weights for various aggregates as arrived at for the design mix shall be converted into volumetric proportion shall have to be adopted by the contractor for all concreting. No any extra payment towards cement used in excess as per design mix / any other reason will be paid by M.S.E.T.C.L.

**43.0 STONE METAL AND QUARRIES :**

43.1 It would not be possible for the M.S.E.T.C.L. to arrange for any stone quarries for the contractor. However, if so desired by the contractor, the M.S.E.T.C.L. would recommend to the concerned revenue authorities for permission in favour of the contractor for opening of quarries but it will be for the contractor to apply to the concerned authorities for such permission under intimation to the M.S.E.T.C.L.. The M.S.E.T.C.L. will only recommend grant of permission in favour of the contractor. The M.S.E.T.C.L. shall not accept any responsibility for effectiveness of such recommendations and the contractor shall have to bear full responsibility in respect of non receipt of such permission inspite of M.S.E.T.C.L.’s recommendations. In such case the contractor shall arrange for alternate source for supply of stone metal or quarries, payment of royalty, octroi, sales tax, transport, labour etc. are to be borne by the contractor and rates quoted by him for various concrete items etc. are deemed to be inclusive of such expenditure.

43.2 The tenderer shall specifically note the specifications in respect of coarse aggregate under various sub paras of clause 5 of “specifications for plain and reinforced concrete - Section A” of M.S.E.T.C.L.’s tender specification. It may also please be noted that coarse aggregate i.e. stone metal covered with dust, coating or scales will not be acceptable to the M.S.E.T.C.L..

43.3 The source of coarse aggregate shall have to be got approved from the Executive Engineer-in-charge before commencing supply of stone metal. In case the contractor wishes to change the approved source of coarse aggregate during the progress of work, new source shall also have to be got approved from the Executive Engineer-in-charge before commencing of fresh supply.

43.4 Tender offers with conditions as to assumed leads for various aggregates shall not be acceptable to the M.S.E.T.C.L. and firm rates, irrespective of leads for various aggregates shall be quoted.

**44.0 ASSIGNMENTS :**

44.1 The whole of the works included in the contract shall be executed by the contractor and the Contractor shall not, directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein nor shall he take new partner without the written consent of the Executive Engineer, EHV CCCM Division, KARAD (Ogalewadi), 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.

44.2 If the contractor shall cause any part of the work to be performed by his approved sub contractor, the provision of this contract shall 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 hereby, be discharged from his obligations and liability hereunder for all loss and negligence of his sub-contract, his or its officers, agents and contractor. No. sub contract shall be made by to main contractor without the approval of the Executive Engineer, EHV CCCM, Division, KARAD (Ogalewadi). Copies of all such subcontracts shall be furnished to the Executive Engineer, EHV CCCM,

Division, KARAD (Ogalewadi).

**45.0 CO-ORDINATION MEETINGS :**

The contractor shall attend at his own cost, all the meetings with the Engineer-in-charge, periodical co-ordination meetings of various agencies at work arranged by the M.S.E.T.C.L. etc. The contractor shall attend such meetings as and when required and fully co-operate with such officers of the M.S.E.T.C.L. and agencies involved.

**46.0 POWER TO VARY OR OMIT WORK :**

No alternations, amendments, omissions, additions, suspension, or variation of the work (hereinafter referred to as "Variations") under the contract as shown by the approved contract drawings or the specifications shall be made by the contractor except as directed in writing by the Engineer-in-charge but the Engineer-in-charge shall have full powers and subject to special conditions herein, from time to time during the execution of contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract and the contractor shall carry out such variations and be bound by the same conditions as far as applicable as though the said variations occurred in the specifications. If any suggested variations would be in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees, under the contract, he shall notify the Engineer thereof in writing, and the Engineer shall decide forthwith whether or not the same shall be carried out, and if the Engineer confirms his instructions, the contractor's obligations and guarantee 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 schedules of prices, so far as the same may be 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 in case of failure of agreement the decision of the Chief Engineer-in-charge shall be final and binding. In any case in which the contractor has received instructions from the Engineer-in-charge to carrying out the work, which either then or later will, in the opinion of the contractor involve, a claim for an additional payment, the contractor shall, as soon as reasonably possible after the receipt of the instructions 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.

**47.0 ARBITRATION :**

**47.1 The matters to be determined by the Chief Engineer :**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the C.E. and the C.E. shall (within 120 days) after receipt of the contractor's representation make and notify decisions of all matters referred to by the contractor in writing.

**i) Demand for Arbitration :**

In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, the dispute or difference on any account or as to the withholding by MSEB of any certificate to which the contractor may claim to be entitled to, or if the C.E. fails to make a decision (within 120 days), then and in any such case, the contractor (after 120 days) but within (180 days) of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference to be referred to arbitration.

ii) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim itemwise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference.

a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Board.

b) The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

c) The Board shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from the Tribunal thereafter unless otherwise extension has been granted by the Tribunal.

iii) No new claim shall be added during the proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

iv) If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Board, that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Board shall be discharged and released of all liabilities under the contract in respect of these claims.

#### 47.2 Obligation during pendency of Arbitration :

Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Board shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should be continued during arbitration proceedings.

(i) In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rupees : One Crore) the Arbitral Tribunal shall consist of a sole Arbitrator who shall be either the C.E. of the Board or serving or retired officer of the Board / Government not below this grade of C.E. or equivalent nominated by the Chairman of the Board in that behalf. The Sole Arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the Board.

(ii) In cases where the value of the claim exceeds Rs. 1,00,00,000/- (Rupees : One Crore) as above, the Arbitral Tribunal shall consist of panel of 3 serving or retired officers of MSEB / Govt. not below the grade of C.E. / C.A.O. as the Arbitrators. For this purpose, the Board will send a panel of more than 3 names of arbitrators of one or more department of the Board / Govt. to the contractor who will be asked to suggest to the Chairman at least 2 names for appointment as contractor's nominee. The chairman shall appoint at least one of them as the contractor's nominee and will also appoint the balance number of arbitrators either from the panel or from outside the panel duly, indicating the presiding arbitrator from amongst the three (3) arbitrators so appointed. While nominating arbitrators, it will be necessary to ensure that one of them is or has worked in Accounts department.

(iii) If one or more arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator or vacates his/their office/offices or is/are unable or unwilling to perform his/functions as arbitrator for any reason whatsoever or dies or in the opinion of the Chairman fails to act without undue delay, the Chairman shall appoint new arbitrator's to act in his/their place in the same manner in which the earlier arbitrator/s had been appointed. Such reconstituted Tribunal, may, as its discretion proceed with the reference from the stage at which it was left by the previous arbitrators.

(iv) The Tribunal shall have powers to call for such evidence by way of affidavits or

otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.

(v) While appointing arbitrator(s) as above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Board's servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

(vi) Arbitral award shall state itemwise, the sum and reasons upon which it is based.

(vii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and interpretation of specific point of award to tribunal within 30 days of receipt of the award.

(viii) A party may apply to Tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings, but omitted from the arbitral award.

(ix) In case of the Tribunal, comprising of three members any ruling or award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

(x) Where the arbitral award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

(xi) The cost of the arbitration shall be borne equally by the respective parties. The cost shall inter-alia include fees of the arbitrators as per the rates fixed by the Board from time to time. Provided that the fees payable per arbitrator for claims up to Rs. One Crore, shall not exceed Rs. 2000/- per sitting subject to a maximum of Rs. 25,000/- and the fees payable per arbitrator for claims over Rs. One Crore, shall not exceed Rs. 2000/- per sitting subject to a maximum of Rs. 50,000/-. Provided further that the arbitrators who are in service of Govt. / MSEB shall draw fees at half of the rate mentioned above.

(xii) Board shall maintain a list of arbitrators. The Chairman shall have full powers to delete or add the name of the arbitrators in the list or to make amendments to the said list as per his discretion.

The arbitral proceedings should be completed and the award be finalised within one year from the date of appointment of arbitrators.

(xiii) The arbitral proceedings should be completed and the award be finalised within one year from the date of appointment of arbitrators.

(xiv) Subject to the provisions as aforesaid, Arbitration & Conciliation Act, 1996 and the rules thereunder, and any statutory notification thereof shall apply to the arbitration proceedings under this clause.

In case the contractor (s) falls within the ambit of Small Scale & Ancillary Industrial Undertakings Act, 1993, following clause regarding payment shall be incorporated :

Payment of Bills :

"In case the Contractor (s) / supplier (s) falls within the ambit of Small Scale & Ancillary Industrial Undertaking Act, 1993, the Board shall pay the price of the goods received, as far as possible, within 60 days subject to a maximum of 120 days from the date of acceptance or the date of deemed acceptance of goods as per specifications. In case the Board fails to pay price of the goods within 120 days from the date of acceptance or the date of deemed acceptance of the goods as per specifications, the Board shall be liable to pay interest as per provisions of Small Scale & Ancillary Industrial Undertakings Act, 1993.

**PART 'B' /Sec-III**

**(FORM)**

**A G R E E M E N T**

This agreement made at \_\_\_\_\_ on the date of \_\_\_\_\_ between hereafter called 'The Contractor' which expression shall unless excluded by or repugnant to the context include its successors or permitted assign of the one part and the Maharashtra State Electricity Transmission Co. Ltd. hereafter called 'the Company' which expression shall unless excluded by or repugnant to the context include its successors and assign of the other part.

Whereas the Executive Engineer (C), Civil Division, Maharashtra State Electricity Transmission Co. Ltd. invited bids according to the power held by him as per rules for Civil Engineering works for construction of \_\_\_\_\_

in accordance with the plans and specifications annexed thereto and WHEREAS the said bid was accepted by the Maharashtra State Electricity Transmission Co. Ltd. under the Work Order No. \_\_\_\_\_

\_\_\_\_\_ and contract placed with the said contractor on the terms and conditions specified in the bid, aforesaid work letter of the Company and on the conditions of the contract as specified in the bid. NOW THIS AGREEMENT witnesses and it is hereby and declared as under: 1) In consideration of the value of the work

\_\_\_\_\_ (Contract) Viz. Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_)

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

2) The contractor shall undertake the Civil Engineering works for construction of \_\_\_\_\_

\_\_\_\_\_ as per specifications and bid accepted by the Company vide letter No. \_\_\_\_\_ and will complete the same in the stipulated period in accordance with the plans and specifications and conditions in the bid and specifications.

- 3) The contractor shall complete the work as per the terms and conditions specified in the Company's letter No. \_\_\_\_\_ and terms and conditions specified in the Booklet Viz. 'Tender and contract for works' attached with the bid.
- 4) The contractor shall indemnify the Company for all claims of injury caused to any person whether workmen or not while in or upon the works or the site and the Company shall not be bound to defend claim brought under the Workmens' Compensation Act and the contractor shall be liable for any such claims.
- 5) The Company's aforesaid letter alongwith bid submitted by the contractor alongwith the plans and specifications and contractor's acceptance letter No. \_\_\_\_\_ and the Booklet Viz. 'Tender and contract for works of the Company' shall be deemed to the part of this contract. The said papers are signed by:

- 1 Shri. \_\_\_\_\_
- 2 Shri. \_\_\_\_\_
- 3 Shri. \_\_\_\_\_

for and on behalf of the contractor and the Executive Engineer (C) \_\_\_\_\_

\_\_\_\_\_ on behalf of Company.

List of Documents forming the Schedule hereto :

- (a) The letter of acceptance
- (b) Bid and Appendix to the Bid form.
- (c) Conditions of contract
- (d) Form of agreement
- (e) Scope of work
- (f) Technical specifications
- (g) Bill of quantities, i.e. schedule 'B'
- (h) Work schedule
- (i) Schedules of supplementary informations
- (j) Drawings

IN WITNESS THEREOF the parties hereto have signed this agreement on the date respectively mentioned against their signatures signed and delivered by :

- 1 Shri. \_\_\_\_\_ 1. \_\_\_\_\_
- 2 Shri. \_\_\_\_\_ 2. \_\_\_\_\_

#### PART 'B' /Sec-III

In presence of

1 Shri. \_\_\_\_\_ 1.

2 Shri. \_\_\_\_\_ 2.

\_\_\_\_\_. Duly constituted attorney for signing on behalf of  
\_\_\_\_\_. Signed and delivered by :

\_\_\_\_\_

In presence of Executive Engineer(C)

- 1 Shri. \_\_\_\_\_ for and on behalf of
- 2 Shri. \_\_\_\_\_ Company



Certificate as to Corporate Secretary

I, \_\_\_\_\_  
certify that I am the \_\_\_\_\_  
Secretary of the corporation named and principal in the attached bond that \_\_\_\_\_  
\_\_\_\_\_ who signed the said bond on behalf of the principal, was then  
\_\_\_\_\_ of the said corporation, that I know his signature  
and his signature thereto is genuine, and that said bond was duly signed, sealed and attested for an on  
behalf of the said corporation by authority of its governing body.

\_\_\_\_\_(Corporate)

(Seal)

WITNESS INDIVIDUAL SURETY

1 \_\_\_\_\_ as to \_\_\_\_\_ (Seal)

2 \_\_\_\_\_ as to \_\_\_\_\_ (Seal)

Attested. \_\_\_\_\_

Corporate principal

Business Address  
PART 'B' /Sec-IV

**SECTION IV**

**SCOPE OF WORK**

( This section should give a detailed description of the works to be provided under the contract.)

As per enclosed Schedule 'B' and detailed specifications thereof.

- Important Notes On Specifications

- 1) The item describes the public works department (Govt. of Maharashtra) civil work item specification book item No. and page No. where the detailed specification of the item doc described which are applicable for respective item. The work should carried as per their standard modifications in suggested by IS code and with recent public work department of Govt. of Maharashtra.
- 2) The works are to be executed in accordance with the specifications mentioned in the “Standard Specification (Red) Book “published by the Government of Maharashtra together with the relevant Indian standard specification referred therein. Whether there is difference in the size, quality and quantity of materials to be used in wording of standard specification book and the

description of the item in schedule of this tender, the sizes quality and quantity of the material to be used shall be as per the wording of the item in schedules of this tender.

Executive Engineer (C)  
E.H.V. Civil Const. CumMaint.Division, M.S.E.T.C.L.,  
KARAD (Ogalewadi).

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED  
E.H.V. CIVIL CONSTRUCTION CUM MAINT. DIVISION,  
KARAD (OGALEWADI)**

**TENDER & CONTRACT FOR WORKS**

(APPLICABLE FOR WORKS CONTRACT)

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

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

(1)

**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 tenders and time allotted for carrying out the work, also the amount of earnest money 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, scheduled rates 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 Transmission 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, by one of the partners or some other person, having authority to do so.

5 (a). Any person who submits a tender for item rate shall fill up the usual printed form including the column total according to estimated quantities stating at what rate he is willing to undertake each item of work.

5 (b). Any person who submits a tender at percentage rate shall fill up the usual form stating at what percentage above or below the rates specified he is willing to undertake the work. Only one rate per such percentage on all the estimated rates shall be named.

1 Tenderers which propose any alteration in the work specified in the form of invitation to tender or in the time allowed for carrying out the work, or which any other conditions of any sort, will be liable to rejection.

2 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.

3 The Executive Engineer or his duly authorised 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 contractor shall thereupon for the purpose of identification, sign copies of specifications and other documents. In the event of tender being rejected the office (Executive Engineer) shall authorise 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.

4 The office 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 M.S.E.T.C.L. unless it is signed by the Executive Engineer.

(2)

5 The memorandum of work to be tendered for and the schedule of materials to be supplied by the Maharashtra State Electricity Transmission Co. Ltd. and their rates shall be filled in and complete by the office of the Executive Engineer, before tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the office to have this done, before he completes and delivers his tender.

6 All work shall be measured net by standard measure and according to rules and custom and usual method in use in the Maharashtra State Electricity Transmission Co. Ltd., and no proposals to adopt alternative method will be accepted. The Executive Engineer's decision as to what is "the usual method in use in the Maharashtra State Electricity Transmission Co. Ltd." shall be final.

7 Every contractor shall, except, the registered contractor on the approved list of Trans. Co. Ltd. unless exempted in writing by the superintending Engineer concerned produce along with his tender a solvency certificate from the collector of the District within which he resides or a banker's certificate of his financial stability. If he fails to produce such a certificate his tender will not be considered.

8 All corrections and additions or pasted slips should be initialed.

9 Tenderers shall be deemed to have full knowledge of all relevant documents, site conditions etc. whether inspected or not by him.

10 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 on the work.

11 Under no circumstances shall any contractor be entitled to claim enhanced rates for any items of contracts without prior sanction of competent authority.

12 These Rules and Directions shall form part of the Contract.

#### TENDER AND CONTRACT FOR WORKS

Circle : Division :

I/we hereby tender for execution for the Maharashtra State Electricity Transmission Co. Ltd. (herein referred as "Trans. Co. Ltd.") of the work specified in the under written memorandum within the time specified in Schedule "B" (memorandum showing items of work to be carried out) and in accordance in writing and as per annexed conditions of Contract and agree that when the materials for the work are provided by the M.S.E.T.C.L., such materials and rates to be paid for them shall be as provided in Schedule "A" hereto.

Memorandum,

- (a) General Description
- (b) 'Estimated' Cost Rs.
- (c) 'Earnest' Money Rs.
- (d) Security Deposit

(3)

(i) Cash (minimum Rs. 250/-)

(ii) To be deducted from current bills.

(e) Percentage, if any, to be deducted from bills so as to make up the total required as security

deposit by the half the work as measured by the cost is done.  
percent

(f) Time allowed for the completion of work, from date fixed in written order to commence :

months Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto as applicable and in default thereof forfeit and pay to the Trans. Co.Ltd. the sums of money mentioned in the said conditions.

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from the Maharashtra State Electricity Transmission 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 M.S.E.T.C.L. should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with clause "Security Deposit" of the condition, otherwise the said sum of Rs. \_\_\_\_\_ shall be refunded).

Signature of the Contractor :

Address of the Contractor :

Dated \_\_\_\_\_ day of \_\_\_\_\_ 200

Signature of Witness :

Address of Witness :

Dated \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_

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

Chief Engineer, Superintending Engineer, Executive Engineer or his duly authorised Assistant.

the amount to be specified in figures and words.

(4)

(5)

#### CONDITIONS OF CONTRACT DEFINITIONS

1. (a) The "Contract" means the document forming the tender and acceptance thereof together with documents referred to therein or individual works orders in the case of terms contracts including these conditions, schedules and/ or additional conditions attached to

- the form of  
tender or individual works orders. M.S.E.T.C.L. rate schedule, the  
specifications and the  
drawings and all these documents as applicable taken together shall be deemed  
to form  
one contract.
- (b) The “tender documents” means the form of tender, the applicable schedules and  
/ or  
additional conditions, these conditions and the specifications and / or drawings  
as loaned  
to the contractors for the purpose or preparing tender.
- (c) The expression “Works” or “Work” when used in the conditions of contract  
shall, unless  
there be something in the subject or context repugnant to such construction  
mean the  
works or the works contracted to be executed under or in the virtue of the  
contract whether  
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) “M.S.E.T.C.L.” means the “Maharashtra State Electricity Transmission Co.  
Ltd.” and the  
“Accepting Officer, means who signs the contract on behalf of the Trans. Co.  
Ltd.”
- (f) The letter “E.E.” 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 Trans Co. Ltd., 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 particulars  
purpose.
- (i) “B.S. means the “British Standards” as issued by the British Standards  
Institutions. "A.S."  
means the "American Standards" as issued by the American Standards  
Institution 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  
works,  
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 Transmission Co. Ltd. Schedule together with any amendments etc. embodied in the tender documents. "Drawing" 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 or dates for completions of the works set out in or ascertained in accordance with the individual work orders and the tender documents or any subsequent agreed amendments thereto.

### **SECURITY DEPOSIT**

2. The contractor shall within 20 days of the intimation to him of the acceptance of the tender deposit five percent on the estimated amount of the tender as security for the performance of the contract. This deposit shall be in cash, or Bank Guarantee of Scheduled Bank or Fixed Deposit Receipts which may be furnished as prescribed in Schedule C. All damages, costs, charges, expenses and other sums which may be or may become due or payable by the contractor to the Trans. Co. Ltd., under the terms of the contract may be deducted from the cash or the proceeds of sale to the Securities so deposited (Which the Officer or person to whom the same may be endorsed as aforesaid is hereby authorised to sell for that purpose) or from the interest of any such Securities or from any sums due or which may become due to the contractor by the Trans Co. Ltd. the whole or the balance unapplied as aforesaid of the cash or securities so deposited being repaid after the expiry of three months from the date on which the final bill paid or after the Expiry of the date which the contractor as agreed to maintain the work in good order which ever is latter.

### **COMPENSATION FOR THE DELAY**

3. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on while the order to commence work is given to the contractor. The work shall be carried throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract) and the contractor shall pay as compensation amount equal to half percent per week or such smaller amount on the value of work that remains unfinished after scheduled date of completion. (SUBJECT TO MAXIMUM 5% 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**

4. In any case in which under any 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 clause the Executive Engineer, on behalf of the M.S.E.T.C.L. shall have powers to adopt any of the following courses as he may deem best suited to the interests of M.S.E.T.C.L.
- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in that the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Trans. Co. Ltd.

(b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional

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supervisory staff including the cost of work charged establishment employed for getting the unexecuted part of the 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 work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be done 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 paid any sum for any work thereof actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of the such work and 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 M.S.E.T.C.L. 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 M.S.E.T.C.L. even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses; provided always that whichever of 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 sustained by him by reason of his having purchased, or procured materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract.

#### **NOTICE FOR UNSATISFACTORY PROGRESS**

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



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

6. In any case in which any of the powers conferred upon the Executive Engineer by clauses 4 & 5 hereof shall have become exercisable and the same shall not have been exercised the non exercise thereof shall not constitute a waive of any of the conditions hereof and such powers shall notwithstanding be exercisable in any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contract for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 4, he may, if he so desire, take possession of all or any tools, plant, materials and stores, in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended to be user for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final in the alternative the Executive Engineer may be notice in writing to the contractor of his clerk of works, foreman other authorised agent require him to remove such tools, plant materials or stores from the premises within a time to be specified in such notice, and in the event of 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 for completion of the work on the ground of 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 has 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 called Engineer in charge) of such completion but no such certificate shall be given nor shall the work be considered to be complete until the works are taken and or duly tested and put to operation as the case may be nor until the work shall have been measured by the Engineer in charge, the said measurements being bindings 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 shall have been completed and a certificate of completion is given. But in the case of works 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 nor 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 thereof in any respect or the occurring of any claim nor shall it conclude determine or affect in any way the powers of the Engineer-in-charge as to final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed 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 the 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 rates he may consider reasonable in the preparation of final or on account bills.

#### **BILLS**

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

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

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

#### **SUPPLY OF MATERIAL TO CONTRACTOR**

12. If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the M.S.E.T.C.L. Stores or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and the prices to be charged therefore as here after mentioned being so far as practicable for the convenience of contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereof annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sum then due, or thereafter to become due, to the

contractor under the contract or otherwise or 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 the absolute property of

M.S.E.T.C.L. 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 at the time of completion of determination of the contract shall be returned to M.S.E.T.C.L. 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 any 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 work in the most substantial and workman like manner, and both as regards materials and in every other respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the working during office hours and the contractor shall if he so require, be entitled at his own expense to make of cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

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

1 The Engineer-in-charge shall have power to make 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.

2 And if the additional and altered work includes any class of work for which no rate is specified in

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

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 them 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 charge 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 contractor shall commence work or incur any expenditure in regard thereto 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 his 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 the 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 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 been purchased or agreed to be purchased by the contractor, before receipt by him 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 which the stoppage of work has been ordered under this clause the contractor shall, on application, be entitled to such compensation on account of labour charges as the Engineer-in-charge, whose decision shall be final, may consider reasonable, provided that the contractor shall not be entitled to any compensation on account of labour charges if in the opinion of the Engineer-in-charge, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

**NO CLAIM TO COMPENSATION ON ACCOUNT OF LOSS DUE TO DELAY IN  
SUPPLY OF MATERIALS BY M.S.E.T.C.L.**

18. The Contractor shall not be entitled to claim any compensation from M.S.E.T.C.L. for the loss suffered by him on account of delay by M.S.E.T.C.L. in the Supply of materials entered in Schedule "A" where such delay is caused by
- (i) Difficulties relating to supply of railway wagons.
  - (ii) Force major.
  - (iii) Act of God.
  - (iv) Any other reasonable cause beyond the control of M.S.E.T.C.L. In the case of such delay in the supply of materials M.S.E.T.C.L. 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 Executive 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 the contractor be entitled to any compensation from M.S.E.T.C.L. on any account unless the contractor has claimed in writing to the Engineer-in-charge within one month of the cause thereof.

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

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

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

21. All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours and at all other times to which reasonable notice of the intention of the Engineer-in-charge present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose.

Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

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

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

#### **CONTRACTOR'S LIABILITIES**

23. The contractor shall supply at his own cost all materials (except such special materials, if any as may be supplied from the M.S.E.T.C.L. 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 from 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 to 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 and the expenses may be deducted from any money due to 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

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protect the public from accident and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and costs which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid in compromising any claim by any such person.

#### **CONTRACTOR LIABLE FOR ALL DAMAGE**

24. Compensation for all damage done intentionally or unintentionally by contractor's labourers whether in or beyond the limits of M.S.E.T.C.L.'s property shall be estimated by the Engineer-in-charge, or such 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 M.S.E.T.C.L. 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 sublet his contract, or attempts so to do or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing, rescind the contract. Also if any bribe, gratuity, gif, loan, perquisite reward or advantage, pecuniary or otherwise shall either directly or indirectly by given, promised or offered by the contractor or any of his servants or agents, to any person in the employ of M.S.E.T.C.L. 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 M.S.E.T.C.L., 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 therefore 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 M.S.E.T.C.L. without reference to the actual loss or damage sustained and whether any damage has or not been sustained.

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

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

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

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

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

29. Except where otherwise specified in the contract and subject to the powers delegated to him by the M.S.E.T.C.L. under the M.S.E.T.C.L.'s rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, drawings and instruction hereinbefore mentioned and as to the quality of workmanship or material used on the work, or as to any other question, claim, right, matter or thing whatsoever, in

any way arising out of or relating to the contract designs drawings specifications estimates instruction, orders or these conditions or otherwise concerning the works or the execution or failure to executed the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

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

30. The contractor shall obtain from the Company Stores all stores and articles which may be required for the work or may part of the work or in making up any articles required therefore on in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer -in -charge will be debited to the contractor in his account at the rates shown in the schedule in Form "A" attached to the contract and if they are not entered in the said schedule they shall be debited to him at cost price which for the purposes of his contract shall include the cost of carriage and all other expenses whatsoever which may have to be incurred in obtaining delivery of the same at the stores aforesaid. The aforesaid rates shall be subject to further overhead charges specified in Schedule "A" hereto.

#### **LUMP SUM IN ESTIMATES**

31. When the estimate on which a tender is made includes lump sums in respect of part of the works the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work, in question is not, in the opinion of the Engineer-in-charge, capable of measurement the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions this clause.
31. A Whenever lump sum tenders have been invited for building or other structures of the same type design, the contractor shall submit his bill as stated in Clause 11 and the Engineer-in-charge not below the rank of Deputy Executive Engineer shall certify by general measurement or by some other method considered suitable to him the value of the work done and the contractor shall be paid monthly sum 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 any fresh materials brought on site will also paid if certified by the Officer.
- B After the work is completed final bill would be paid on the certificate of Officer not 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 is respect thereof shall be recorded and extra payment 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 not such specification as in mentioned in rule I such work shall be carried out in accordance with the Divisional specifications 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 (VII of 1923) hereinafter called the said Act for injuries caused to the workmen. If such compensation is paid by M.S.E.T.C.L. as principal under sub-section (1) of Section 12 of the said Act on behalf of the contractor, it shall be recoverable by M.S.E.T.C.L. 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 either more or less than those entered in the tender of estimate.

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

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

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

36. No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits and no claims for an extra rate shall be entertained, unless otherwise expressly specified.

(16)

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

37. The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or 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. Payments to contractors shall be made by cheque provided the amount exceeds Rs. 10/- Amount not exceeding Rs. 10/- will be paid in cash.

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

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

### **EMPLOYMENT OF SCARCITY LABOUR**

40. If Government declares a state of scarcity of labour to exist in any village situated within 10 miles of the work piece 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 duty in writing to be in need to be relied and shall be bound to pay to such person wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with implementation of this clause shall be decided by the Superintending Engineer whose decision shall be final and binding on the piece worker / contractor.

SCHEDULE "A"

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

Particulars Rate at which the material will Place of Delivery be charged to the contractor

Unit

Rs.

Ps.

-----NIL-----

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)

## SCHEDULE "B"

Memorandum showing items of works to be carried out.

As per RFX Document.

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

## SCHEDULE "C"

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

### 1. G. P. Notes :

- (a) All the endorsements on the G. P. Notes including that last in favour of "Maharashtra State Electricity Trans. Co. Ltd." should be certified by the Public dept. Office, Reserve Bank of India OR alternatively a fresh note from public Dept. office, Reserve Bank of India should be tendered.
- (b) All the interest accrued on the G. P. notes till date of transfer should be collected before submission and the interest accruing subsequently will be collected by the Trans. Co. Ltd. periodically and credited to the depositor's account, less 2% subject to the minimum of Rs. 2/- which will be refrained by the Trans. Co. Ltd. to cover the collection etc.

### 2. Fixed Deposit Receipts :

- (a) The Fixed Deposit Receipt should be in the name of "Maharashtra State Electricity Transmission Co. Ltd." without any qualification.
- (b) The Fixed Deposit Receipts form the Mumbai office of any Schedule Bank will only be accepted.
- (c) The Fixed Deposit Receipts should be for 1 year at least.
- (d) The M.S.E.T.C.L. will renew the Fixed Deposit for a further period of one year with the same

Bank as prevailing rate of interest without consulting the party unless otherwise advised by the contractor in time.

Important :

- (1) All G.P. and Fixed Deposit Receipts received to date and not fulfilling the above conditions will be returned to the contractor by the M.S.E.T.C.L.
- (2) National Saving certificates and Bank/Insurance Guarantee bonds will not be accepted.
- (3) Payment by crossed cheque in favour of "Maharashtra State Electricity Trans Co. Ltd." will however, be accepted on the Mumbai Office of any Schedule Bank at par or in case of upcountry be demand draft on any of the Mumbai officers of Schedule Bank.

**Tender No. EEC/KRD/SRM/eT-10/2024-25**  
**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.**  
**E.H.V. CIVIL CONSTRUCTION CUM MAINTENANCE DIVISION,**  
**KARAD**

Schedule showing approximately the materials to be supplied from Departmental Stores for the work :  
**Day to day cleaning & maint. of Adm Bldg. Recreation hall, Civil Division & Sub-div., Line  
maint S/Dn & staff qtrs. at Vijaynagar, Karad. Dist - Satara.. (I<sup>st</sup> Call)**  
**. (I<sup>st</sup> Call)**

Sr. No.	Particulars	Approx. Qty.	Rates at which the materials will be charged to the	Place of Delivery.
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Contractor.

--- NIL -

Conditions :

- 1 All the materials 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.

In case, any material, if issued by the department outside schedule 'A' material, it shall be recoverable from 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

Executive Engineer (C)  
E.H.V. Civil Const. CumMaint.Division  
M.S.E.T.C.L., KARAD (Ogalewadi).

PART 'B' /Sec-VII

PERMANENT BANK GUARANTEE PROFORMA

FORM OF BANKER'S UNDERTAKING FOR SECURITY DEPOSIT

The Bank of \_\_\_\_\_ hereby agree unequivocally and unconditionally to pay, at Bombay within 48 Hrs. on demand in writing from the Maharashtra State Electricity Transmission Co. Ltd., or any officer authorised by it in this behalf, of any amount upto and not exceeding Rs. \_\_\_\_\_ (in word) Rupees \_\_\_\_\_ to the said Maharashtra State Electricity Transmission Co. Ltd. on behalf of M/s. \_\_\_\_\_ who have tendered

and / or contracted on any tender or contract hereafter for supply of materials, equipments or services / execution of works to the Maharashtra State Electricity Transmission Co. Ltd., against Order No. \_\_\_\_\_ dated \_\_\_\_\_ Total value of order is Rs. \_\_\_\_\_ Name of work is \_\_\_\_\_

This agreement shall be valid and binding on this Bank upto 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 reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variation or alterations made, given, concerned 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 further period of six months, one month prior to its present validity period at the request of Maharashtra State Electricity Transmission Co. Ltd.

In case of any dispute arising out or in connection with the extension or encashment of Bank Guarantee the courts in Karad have Jurisdiction.

Our Liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ Onl y). Our Guarantee shall remain in force unless a suit or action to enforce a claim under the guarantee is filed against us within six months from the date & all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

Sign. \_\_\_\_\_

For \_\_\_\_\_

#### NOTES FOR BIDDER

- 1 The value of stamp paper for this Bank Guarantee is Rs. \_\_\_\_\_
- 2 The Bank Guarantee should be furnished from the Scheduled Bank.
- 3 Please state the full and complete postal address of the Bank undertaking the Guarantee.
- 4 Bank Guarantee should be valid for \_\_\_\_\_ months.