

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**  
**EHV O&M Division, Babhaleshwar**

**RFx ( E-Tender ) Form**

<b>RFx No</b>	<b>:7000008998</b>
<b>E-TENDER NO</b>	<b>: EE/400KV/RS/Dn/BBLR/T-02/2018-19</b>
<b>Particulars</b>	<b>: Work of Monkey Petrolling of 400Kv Lines under 400Kv Lines maintainance subdivision under 400kV RS Division Babhaleshwar</b>
<b>Estimated Cost</b>	<b>: Rs.2194184.00 /- (Including all taxes)</b>
<b>Earnest Money Deposit</b>	<b>: Rs.21942.00/-</b>
<b>Online Sale Period</b>	<b>: 11.07.2018, 00:00 Hrs (Start Date ) to 26.07.2018, 23:59 Hrs (Submission Deadline).</b>
<b>Online Submission of the RFx</b>	<b>: On or Before. 26.07.2018, 23:59 Hrs (Submission Deadline).</b>
<b>Online Technical- Commercial Opening</b>	<b>: On .27.07.2018 at 10:00hrs (if possible)</b>
<b>Tender Fee</b>	<b>: Rs. 590.00/- ( Including Taxes)</b>
<b>Web site</b>	<b>: <u><a href="https://srmetender.mahatransco.in">https://srmetender.mahatransco.in</a></u></b>

---

**Office Address:-** Office of the Executive Engineer, 400kV RS (O&M) Division,Babhaleshwar,A&P.Pimpari Nirmal, Tal: - Rahata,Dist: - Ahmednagar – 413 737.  
Phone No.02422-278173(O), 02422-278153;

**email:** ee5130@mahatransco.in

**Quality Transmission – Forever Leading**

**This BID Contains;**

<b>Sr. No.</b>	<b>INDEX :</b>
1	DEFINITION OF TERMS
2	RFX (E-TENDER) NOTICE
3	GUIDELINES FOR PARTICIPATING IN THE E-TENDER THROUGH SRM
4	INSTRUCTION TO BIDDERS
5	GENERAL CONDITION OF CONTRACT
6	GENERAL RULES AND DIRECTIONS TO THE BIDDER
7	SPECIAL CONDITIONS OF CONTRACT
8	ANNEXURE - B - UNDERTAKING
9	ANNEXURE – A

## **DEFINITION OF TERMS**

In constituting these general terms and conditions, annexure, specifications the following words shall have the meanings herein assigned to them.

1. The owner or purchaser shall mean the Maharashtra State Electricity Transmission Co. Ltd and shall include its legal representative's successor and permitted assigns.
2. **RFx** – RFx means the E-Tender floated by MSETCL in the SRM portal on <https://srmetender.mahatransco.in> website.
3. **Vendor / E-Bidder:** - It means the registered agency enrolled on SRM e-Tenders ( New) portal of MSETCL and who is participating in the E-tendering process”.
4. **Contractor:-** The contractor shall mean the bidder whose bid has been accepted by the owner for the award of the contract and shall include such successful bidders legal representatives, successors and permitted assigns.
5. **Engineer:-** The Engineer shall mean the officer appointed in writing by the owner to act as Engineer from time to time for the purpose of the contract.
6. **Engineer's representative** shall mean any assistant of the Engineer appointed from time to time to exercise the powers, directions, functions, and other authorities vested in the Engineer.
7. **The terms equipments material, stores** shall mean and include plant stores and materials are to be provided by the contractor under the contract.
8. **Work:-** Shall mean the design engineering, manufacturing (wherever applicable), materials erection, commissioning of various equipments & material as detailed in the bidding documents.
9. **Site:-** Site shall mean the whole of the premises, building and grounds in or upon which the work or works is or rate be provided, executed, erected, done or carried out.
10. **Manufacture's work's or contractors work's** shall mean the place of work used by the Manufacturing, the Contractor, or subcontractor for the performance of the works.
11. **The contract** shall mean the agreement, if any, to be entered into by owner with the contractor and shall include the conditions of contract specification, schedules, tender guarantees, drawings, and any further conditions, which may be specifically agreed to between the parties forming a part of the contract.
12. **Commissioning:-** The Commissioning shall mean the first successful operation the equipment after all initial adjustments, trials etc. cleaning and re-assembly required at site if any have been completed and the equipment is made ready for commercial use.
13. **Guarantee period :-** The Guarantee period shall mean the period during which the contractor shall remain liable for repair, replacement of and defective part of the works including all associated activities of dismantling / re-erection etc. performed under the contract.
14. **Month** shall mean the calendar month DAY or DAYS unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

### SRM E-Tender Notice

Digitally signed online bids are invited for following tender through E-tender process of MSETCL in two-bid system from bidders who are registered Contractors of MSETCL. **RFx No.7000008998 E-Tender EE/400KV/RS/Dn/BBLR/T-02/2018-19** ), **Particulars:** Work of monkey patrolling of EHV S/C & D/C lines under jurisdiction of 400kV Line Maintenance Sub-Division, Babhaleshwar under 400kV R.S.(O&M) Division Babhaleshwar. **Estimated cost:** Rs. 2194184.00 **E.M.D. (1% of est. cost):** Rs21942.00 **Tender cost in Rs.** 500.00+18% GST i.e. Rs. 590.00, **Sale period:** 11.07.2018 to 26.07.2018, **Last Date of Submission:** 26.07.2018 up to 23:59 Hrs, **Date of opening (Tech. bid):** 23.07.2018 at 10:00Hrs. (If possible) **Contact person:** Executive Engineer (Admin) **Phone No.02422-278173(O),02422-278153./7768000270**

**For further details please visit to <https://srmetender.mahatransco.in>**

Executive Engineer,400kV RS (O&M)Division, Babhaleshwar

-----Please do not publish the matter below this line.

Sd/-  
Executive Engineer  
400kV RS (O&M) Division, BBLR

MSETCL

## **GUIDELINES FOR PARTICIPATING IN THE E-TENDER THROUGH SRM**

1. Tender documents can be downloaded online from the aforesaid Website within the aforesaid date & time. The bidder can log in as a guest user and can search for the RFx number. Accordingly, bidder can view / download the tender document from Technical RFx tab available in concerned RFx. Also, the price schedule can be View / Download by print preview tab available in the concerned RFx.
2. Only the registered SRM vendors can only participate in the RFx and can submit the bid.
3. Accordingly, the Bidder have to login from his SRM user ID and have to register for the concerned RFx. Accordingly, bidder have to click on Participate Tab in the concerned RFx for participating in that RFx. The guideline for participating in the tender through SRM is also attached separately.
4. The E.M.D. and Tender Fees is to be paid online only through SRM E-Tenders (New) Portal within the tender sale period.
5. The Bidder should have to submit their bids online well in advance within the aforesaid date & time instead of waiting till last date. MSETCL will not be responsible for non-submission of Bids due to any website related problem.
6. **Pre-requisites to submit tenders on line:-**
  - A. Bidder should have a legally valid Class III-B digital signature certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
  - B. **Web Browser:** Only Internet Explorer (version 8.0 or above) should be used. Other browsers like Mozilla, Firefox etc. may encounter some problem. **Java:** To view some of the components, bidder need to install latest Java Internet component JRE/JDK 5.0
7. The pre-qualifying requirements (Qualifying Criteria) will be available in the question format in the RFx. The bidder has to answer all the questions at the time of bidding and also the supporting documents as required above shall be uploaded by the bidder. The documents will require digital signature at the time of uploading to the SRM Portal, the bidder has to connect the digital signature key at the time of uploading the Qualifying documents/or any attachment.
8. Bidder should submit the rates in the SRM e-tender for each items as per the guidelines attached for participating in the RFx.

**Note:** - “The price Bid shall not be attached in the document format i.e. by preparing the price bid and by uploading / attaching the scan copy of the price Bid. The same will be not accepted”.
9. First the Techno-Commercial bid (i.e. Technical Bid) will be opened online in respect of all the Tenders received. The commercial bid (i.e. Price Bid) will be opened online in respect of those Bidders who have submitted all digitally signed documents/certificates in Techno-Commercial bid as required in satisfactory manner & who are qualified. If any deviation is observed in the Techno-Commercial bid, the same will be informed to bidders on bidder’s registered e-mail id in the SRM Portal. Bidders have to submit the compliance/required documents against the same within the stipulated time.

**Note:-** The Techno-Commercial Bid Documents and the Price Bids for the other bidder participating in the RFx can be viewed by bidder if required within the 24 Hrs from the opening of the respective bids.
10. There is separate link also available at MSETCL’s e-Procurement site <https://srmetender.mahatransco.in> regarding guidelines for participating in the e-tender through SRM.
11. The undersigned reserves the right to cancel the above tender at any stage without assigning any reason.

## INSTRUCTION TO BIDDERS

A] **Technical bid (Qualifying Requirement):** Bidder should upload the following digitally scan copies of original documents / certificates online in 'note & attachments' tab which is nearby Questions tab.

### 1.1 Statutory Qualifying Requirement/Criteria:

- 1.1.1 The Bidder should have a valid registration under **SSI / NSIC Certificate / Shop Act Certificate Or Equivalent (If any)** Proof thereof
- 1.1.2 The Bidder or his associates should have a **valid Govt. Electrical Contractor's license** – Proof thereof.
- 1.1.3 The Bidder should be Registered under **GST registration** – Proof thereof. Also he should submit latest GST challan.
- 1.1.4 The Bidder should be registered under **P. F. Act.** – Proof thereof. Also he should submit latest PF challan

**Note: The original colored scan copy should be uploaded as bid documents in support of statutory qualifying criteria i.e. statutory licences/registration. The attested / notarized photo copies of the same will not be entertained.**

### 1.2 Technical Qualifying Requirement/Criteria:

- 1.2.1 The Bidder should have, in last 07 years executed in EHV SS of 132KV & above levels for the work of **monkey patrolling of S/C & D/C EHV lines (132KV & 220KV or above) in MSETCL, other STU, Govt Organization** for amounting as follows;
  - (a) The agency should have successfully executed three similar works each costing not less than **40%** of the estimated cost of this tender.  
OR
  - (b) Two similar works each costing not less than 50% of the estimated cost of this tender  
OR
  - (c) One similar work costing not less than 80% of the estimated cost of this tender.
- 1.2.2 The bidder should submit the end **user's Certificate for successfully / satisfactory completion of aforesaid work** issued by the authority not below the rank of Executive Engineer with detail work order copy.

**Note: The original colored scan copy should be uploaded as bid documents in support of Technical qualifying criteria. The attested / notarized photo copies of the same will not be entertained. Detailed communication address, e-mail ID and contact nos of the end users should be furnished for cross verification.**

### 1.3 Financial Requirement:

- 1.3.1 The bidder should have an **Average Annual financial turnover** during the last 3 financial years ( 2015-16 & 2016-17,2017-18) ending 31<sup>st</sup> March of the previous financial year should be at least **50% of the estimated cost**. The bidder has to submit Annual Turnover Report of last 3 years duly certified by chartered Accountant/Registered Income Tax Practitioner.
- 1.3.2 The bidder should have submitted the **Income Tax Returns of last 03 assessment years A.Y.**

2015-16, A.Y. 2016-17 & A.Y. 2017-18 & PAN Card.

- 1.3.3** The bidder should have submitted the **Solvency certificate** of **25%** of the estimated cost from any scheduled or Nationalized Bank. Also the certificate should not be older than last 06 months from the date of bid submission.

**Note: The original colored scan copy should be uploaded as bid documents in support of Financial qualifying criteria. The attested / notarized photo copies of the same will not be entertained. The duly audited, verified and certified figures from chartered accountant will be considered for annual turn over and networth. The provisional certificates( if any) will be not be entertained.**

#### **1.4 Other Requirement:**

- 1.4.1** List of technical employees' along with their qualifications & experience & List of equipment/T&P in hand that can be spared/deployed on the work for this tender.
- 1.4.2** Partnership deed if Bidder is a partnership firm.
- 1.4.3** The bidder should have submitted Documentary evidence of Valid workman compensation policy
- 1.4.4** The price variation (PV) clause is not applicable for this tender.
- 1.4.5** The bidder should have to submit the **proof regarding payment of e-Tender fee** (Rs 500.00+25 GST i.e. Rs. 525.00) & **E.M.D.** @1% of estimated cost (Rs. 21942/-).  
**Note:** SSI unit permanently registered with the Directorate of Industries, Maharashtra only for items mentioned in their permanent registration certificate and SSI unit registered with National Small Industries Corporation (NSIC) and small Industries Services Institute of Government of India only for the items manufactured are exempted from payment of EMD as per prevailing Govt. Norms. However any such agency / firm will have to submit the SSI certificate along with qualifying/technical bid.
- 1.4.6** **Undertaking for acceptance of all the terms & conditions** of tender documents & MSETCL's standard terms & conditions on valid company's/firm's letter head as per **Annexure – "B"** of tender documents.

#### **1.5 The documents attached by the bidders in e-tender shall be clearly visible.**

- 1.6** Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified if they have.
- Made misleading or false representations in statements & attachments or fake documents submitted as proof of the qualification requirement and/or
  - Record of poor performance such as poor quality of product, not properly completing the contract, inordinate delays in supply completion,
  - Financial shortcomings or any failures in past contracts.
  - Insufficient experience, or employing insufficient number of employees, or not employing the qualified employees

- 1.7 ADDITION/ALTERATIONS PROHIBITED:-** Bidders shall not make any additions, alterations or changes in the tender form and the conditions of tender and supply including the description, specifications of material mentioned.

1.8 The owner reserved the rights to cancel the tender at any stage without assigning any reason thereof.

**B] Commercial Bid (Price Bid):** Bidder should quote the % (percentage) rate in the SRM e-tender as per the guidelines attached for participating in the RFX. “The price Bid shall not be attached in the document format i.e. by preparing the price bid and by uploading / attaching the scan copy of the price Bid. The same will be not accepted”.

1. If the % (percentage) variation in the offer is more than 5%, then detail rate analysis should submitted along with commercial bid.

**2. BIDDERS TO SUBMIT THEIR RESPONSE AS UNDER:**

A) The Pricing Conditions have to be entered for all the Items. The % GST applicable (Tax Code) as per HSN/SAC has to be selected by the Bidder from General Data Tab under Item Details [Refer the below Table]. Alternatively, these changes can be easily carried out by Download/Upload Template functionality on the Response Page.

Sr. No	Vendor	TAX CODE	TAX RATE	DESCRIPTION
1	Vendor within Maharashtra	T0	0%	GST Purchase 0%
2		T1	5%	GST Purchase 5% (SGST+CGST)
3		T3	12%	GST Purchase 12% (SGST+CGST)
4		T5	18%	GST Purchase 18% (SGST+CGST)
5		T7	28%	GST Purchase 28% (SGST+CGST)
6	Vendor Outside Maharashtra	T0	0%	GST Purchase 0%
7		T2	5%	GST Purchase 5% (IGST)
8		T4	12%	GST Purchase 12% (IGST)
9		T6	18%	GST Purchase 18% (IGST)
10		T8	28%	GST Purchase 28% (IGST)
11	Vendor within Maharashtra (In case of Reverse Charge Mechanism)	E0	0%	Reverse charge on expenses GST Cess
12		E1	5%	Reverse charge on expenses 5%(SGST+CGST)
13		E2	12%	Reverse charge on expenses 12%(SGST+CGST)
14		E3	18%	Reverse charge on expenses 18%(SGST+CGST)
15		E4	28%	Reverse charge on expenses 28%(SGST+CGST)
16	Vendor Outside Maharashtra (In case of Reverse Charge Mechanism)	E0	0%	Reverse charge on expenses GST Cess
17		E5	5%	Reverse charge on expenses 5%(IGST)
18		E6	12%	Reverse charge on expenses 12% (IGST)
19		E7	18%	Reverse charge on expenses 18% (IGST)
20		E8	28%	Reverse charge on expenses 28% (IGST)

B) After filling all the prices and Tax code, confirm all changes once again.

C) Save and submit the response before due date and time as per prevailing procedure.



- D) In case of any difficulty, please refer the revised version of “Guidelines to Submit eTenders”, Contact MSETCL Contact Person indicated in the RFX or reach us at [sradmin@mahatransco.in](mailto:sradmin@mahatransco.in)
3. The commercial bid will be opened online in respect of those bidders who are qualified in QR of technical bid.
  4. **Bid Validity:** Tender offer should valid for **120 days** from the date of opening of the Tender.
  5. The comparison of rates quoted by various bidders will be on the basis of overall cost of the package.
  6. Right to reject/split all or any of the tenders without assigning any reasons thereof are reserved by the undersigned.
  7. The successful bidder will have to pay security deposit within **15 days** from the date of receipt of the LOI/LOA, amounting to **05%** of the value of the contract in the form of FDR/D.D./B.G of any Nationalized/ scheduled Bank in the name of **the Executive Engineer, 400KV R.S (O&M) Division, Babhaleshwar** payable at **Babhaleshwar to 400KV R.S (O&M) Division, Babhaleshwar** valid for **12 Months**.
  8. The successful bidder shall also execute a stamped **contract agreement** with the MSETCL at **400KV R.S (O&M) Division, Babhaleshwar** on his own cost in the Company's standard forms as per the provision of “**Mumbai Mudrank Adhiniyam 1958, Clause No. 34**”. The contractor shall enter into a contract agreement with the MSETCL within **15 days** from the date of receipt of **work order/LOI** & before starting of work. The MSETCL will not be liable to pay nor shall the contractor be entitled to claim any bill amount due or payable under the contract until the agreement is executed with MSETCL. The necessary stamp duty for the agreement shall be borne by the contractor.
  9. E-Tender which do not fulfil all or any of the above conditions or are incomplete in any respect are liable to summarily rejection.
  10. The submission of the on line e-Tender by bidder implies that he has read these instructions, the conditions of contract, etc. and he had made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc. will be issued to him and local conditions and other factors having bearing on the execution of the work.
  11. The MSETCL will not however, after acceptance of contract rate pay any extra charges for lead or any other reasons, in case the bidder is found later on to have misjudged as available.
  12. The bidder must arrange for all the transport of materials at site and include all such cost in the rates quoted by him for finished work. The bidder will have to make his own arrangement for the transportation of the materials from the departmental store / site store to the actual work site at bidder expenses.
  13. A schedule of quantities is included in the e-Tender document. It shall be definitely understood that the Company does not accept any responsibility for the correctness or completeness of this schedule and this schedule is liable to alterations, omissions, deductions or additions at the discretion of the Executive Engineer, 400kv R.S.(O&M) Division Babhaleshwar, as set forth in the conditions of contract.

14. The contract or any part thereof shall not be sublet without the written permission of the Executive Engineer, 400kv R.S.(O&M) Division Babhaleshwar,
15. The Maharashtra State Electricity Transmission Co. Ltd., or their officers who accept the tender, shall have the right of rejection all or any of the e-Tender and will neither be bound to accept the lowest, nor to assign any reason whatever for the rejection of any e-Tender or all tenders.
16. E-Tender shall remain open for acceptance subject to the provisions of clause above for a period of Bid Validity from the date on which they are due for submission. During this period, no bidder shall be allowed to withdraw his tender. Any such withdrawal during the said period will entitle forfeiture of the earnest money deposited with the tender.
17. Further information required, if any can be had from the **office of the Executive Engineer, 400kv R.S.(O&M) Division Babhaleshwar,**. But, it must be clearly understood that the e-Tender must be received in order, by the due date and according to the instructions.
18. MSETCL will not be responsible for non submission of Bid due to any internet connectivity/server problem.

**Executive Engineer**  
**400kv R.S.(O&M) Division Babhaleshwar,**

- 1 A.** These special conditions of contract, supplement the instructions to bidder and the General Conditions of contract as applicable to works contract document, where in provisions of these special conditions are at variance with the General Conditions of contract those conditions shall prevail.
- 1 B.** In view of restructuring of MSEB in to four Companies w.e.f. 06.06.2005 all the terms and conditions of the Board will hold good for newly incorporated company vide Registrar of Companies Certificate No U40109 MH 2005 PTC 153648 and nomenclature as the "Maharashtra State Electricity Transmission Co. Ltd."

Henceforth, the words MSEB or Board appears in this tender shall be read as the Maharashtra State Electricity Transmission Co. Ltd.

**SCOPE OF WORK: Work monkey patrolling of EHV S/C & D/C lines under jurisdiction of Line Maintenance Sub-Division Babhaleshwar under 400kv R.S (O&M) Division Babhaleshwar.**

**2. TOOLS PLANTS AND MACHINERY:**

The contractor shall have sufficient and adequate T&P with him. The representative or authorized representative of the owner will verify the workability & availability of T&P owned by contractor. If the inadequacy is observed, contractor should comply all short falls and after written consent of EE/SE, he should start/commence the execution.

Though it is verified by owner, it does not mean that owner is responsible to provide shortfall of T&P & machinery to execute the work. It is sole responsibility of contractor to complete the work within stipulated time period.

The Contractor shall bring his all constructional tools, plant and machinery for this work. Plant and machinery as are available with the Company may be made available at the discretion of the Superintending Engineer or his representative to the contractor on payment of hire charges as fixed by the Company. Such hire charges will be recoverable every month from the contractor's bills and shall be charged for the period as stipulated in the anticipated rate. No claim for compensation will be given by the Company for the delay caused to the works by the non-working of any machinery's tools and plants given to the contractor by the Company. The contractor shall employ skilled mechanics for operation of the equipment hired to him by the Company and shall return the equipment 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.

**3. MAINTENANCE:**

The contractor shall for a period of twelve months after the date of completion of work certified by the Engineer-in-charge, maintain the work in such a manner that on the expiry of the period of maintenance they shall be in as good as perfect order and condition (fair wear and tear expected) as that in which they were at the commencement of period of maintenance the contractor shall at his own expense repair, rectify and make good to the satisfaction of the Engineer-in-charge, defects, imperfections, shrinkage's or other faults arising from or out of the use materials or workmanship not in accordance with the contract or failure on the part of the contractor to comply with the provision of contract.

**4. HOUSING AND ACCOMMODATIONS:**

Contractor will make his own arrangement for the housing of his staff and labours.

**5. WORKING HOURS AND OTHER WORKS AT SITE:**

The contractor shall work amicably and co-operate with the Company in case and other work also is being carried out at the site. As such, it may please be noted by the contractor that he has to work without causing any interference or disturbance to the Departmental work or work of the other contractors. The hours of work for the labor employed by the contractor will be approved by the Engineer-in-charge.

**6. STACKING OF MATERIALS:**

The material shall be stacked at approved places only without obstruction to other work and no extra for leads etc. will be admissible for transport of such material to actual place of use.

**7. SITE CLEARANCE:**

The contractor shall, during the progress of work, keep the site reasonably free of all unnecessary obstruction and shall store the material neatly so as not to cause any obstruction for normal working/operations.

**8. VARIATION IN DESIGN AND VARIATION IN QUANTITIES OF WORK:**

The work will be generally carried out in accordance with the drawing and particular specifications and instructions given at site. The concerned S.E./E.E. reserves the right to make any changes in drawing at the places of the work and the contractor is bound to carry out them. The concerned S.E./E.E. also reserves right to increase or decrease the quantities of work to be executed or deleted or add any items, part or whole thereof.

**9. PROGRESS REPORT:**

The contractor shall submit the report every forth night to the concerned Executive Engineer showing the progress of the delivery of the materials to be supplied by the contractor and the progress of the erection work. The report should be submitted every month.

**10. SUITABILITY OF TECHNICAL AND SKILLED PERSONNEL:**

The contractor shall keep one full time experienced technical responsible person at site, he shall be fully authorized to receive and comply with such instructions as are given by the Engineer-in-charge. The name of such person with his qualification and experience shall also be immediately reported to the Engineer-in-charge.

The contractor must also provide for necessary skilled and unskilled workmen for each class of work and the Engineer-in-charge have the right to satisfy himself about the suitability or otherwise of such workmen. The Engineer-in-charge shall have the right to demand the removal of any Technical personnel, skilled or unskilled worker who in his opinion are considered to cause bad workmanship in the execution of the work or to cause indiscipline.

The contractor shall also provide the necessary staff such as labour and also materials, scaffolding shorting, tools and plants of every kind, quality and description whatsoever for the efficient execution of the work.

**11. EXTENSION OF TIME LIMIT FOR COMPLETION**

if by reasons of extra or additional work or any natural phenomenon or any cause beyond the control of the Contractor or the Owner as defined in the Clause entitled "force majeure", the Contract shall have been delayed or impeded in the completion of the works, whether such delay or impediment occurs before or after the time or extended time fixed for completion, provided that the Contractor shall without delay have given to the Engineer well in advance prior to schedule date of completion a notice in writing of his claim for an extension of time, the Engineer shall on receipt of such notice grant the Contractor either prospectively or retrospectively such extension of time fixed by the contract for the completion of work as may be justified. The Contractor shall have no other claim against the Owner in respect of delay and disorganization of the work arising from occurrences herein above mentioned.

## **12. CO-ORDINATION MEETINGS**

- 1 Co-ordination meetings between the Engineer and the Contractor shall be held from time to time at the discretion of the engineer to monitor the works.
- 2 The Contractor will also be called upon to attend to design coordination meetings with the engineer, other contractors and consultants of the Owner during the period of contract. The Contractor shall attend all such meetings at his own cost as and when required and fully cooperate with the engineer/owner and other agency involved during these discussions.

## **13. ASSIGNMENT AND SUBLETTING OF CONTRACT**

- 1 The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Owner.
- 2 The Contractor shall not sublet any part of the works without prior written consent of the Engineer/ Owner.
- 3 Such consent, if given, shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if those were the acts, defaults, and neglects of the Contractor, his agents, servants or workmen.
- 4 The Engineer shall have the right to obtain from the Contractor any agreement in writing entered into by the Contractor with any of his sub-contractors, or any purchase orders placed for supplies and services in respect of the works included in the contract. The contractor shall supply the engineer with full technical and commercial details of orders placed on his sub-contractors. The technical specification of all the items ordered on subcontractor shall be subject to the approval of Engineer.

## **14. A) CONTRACT DRAWINGS**

These should be as per Technical specification.

## **B) MISTAKES IN DRAWINGS**

- 1 The contractor shall be responsible for any discrepancies, errors or omissions in the drawings or other particulars supplied by him and shall pay all the costs of the alterations in the work necessitated thereby, notwithstanding the fact that such drawing or particulars have been approved by the Engineer, provided that such discrepancies, errors or omission are not due to inaccurate information or particulars furnished to the Contractor in writing by the Engineer. The Owner shall be responsible for the drawings and information supplied by the Engineer.
- 2 If any dimensions/figures upon a drawing or a plan differ from those obtained by scaling the drawings or plan, the dimensions as figured upon the drawings or plan shall be taken as correct.

## **15. DEMURRAGE AND WHARFAGE, ETC.**

When the equipments/materials are dispatched to the site stores with the name of consignee as that of the Owner, demurrage and wharf age and other expenses incurred due to delayed clearance of the material, dispatch documents, Railway/Lorry Receipt, or any other reason shall be to the account of the Contractor. It shall be the responsibility of the Contractor to obtain clear railway receipt/lorry receipt and allied documents in order to avoid any difficulty while clearing/taking delivery of the materials.

## **16. DAMAGE OF WORK:**

The works whether fully completed or incomplete, all the materials, machinery plants, tools temporary building, and other things connected there which shall remain at the risk and in the sole

charge of the contractor until the completed work has been handed over to the Engineer-in-charge and till completion certificate has been obtained from the Engineer-in-charge. Until such handing over of the completed work, the contractor shall at his own cost take all precautions reasonably necessary to keep all the aforesaid works, T/F's, materials, machinery, plants, and other things connected therewith, free from any loss or damage and in the event of the same or any part thereof being lost or damaged, he shall forthwith reinstate and make good such loss or damage, at his own cost.

#### **17. OUTBREAK OF WAR:**

- a. If during the currency of the contract there shall be an outbreak of war, (whether declared or not) which whether financially or otherwise materially affects the execution of the work, the contractor shall unless and until the contract is terminated under the provisions in this clause, continue to use his best endeavor to complete the execution of the works provided always that the owner shall be entitled, at any time after such outbreak of war, to terminate the contract by giving notice in writing to the contractor and upon such notice being given, this contract shall (save as to the rights of the parties under this clause and to the operation of clauses entitled settlement of Dispute-Arbitration) hereof be terminated but without prejudice to the rights of either parties in respect of any antecedent breach thereof, dice to the rights of either parties in respect of any antecedent breach thereof.
- b. If the contract shall be terminated under the provisions of the above clause, the contractor shall with all reasonable diligence, remove from the site all the contractor's equipment and shall give similar facilities to his sub-contractors to do so.
- c. If the contract shall be terminated as aforesaid, the contractor shall be paid by the owner (in so far as such amounts or items shall not have already been covered by on account payment made to the contractor) for all work executed and accepted by the Engineer prior to the date of termination at the rates and prices provided in the contract.
- d. In the event of any dispute in regard to the price of the works and portion of the payment to be made to the contractor, the decision of the Engineer in charge shall be final.
- e. The contractor will be further required to transfer the title and provide the owned with the following detailed works and as directed by the owner.
  - I. Any completed works.
  - II. Such partially completed works including drawings, information's and contract rights as the contractor has specially performed, produced or acquired for the performance of the contract.

#### **18. FORCE MEASURE:**

- A. The following causes that substantially affect the performance of the contract shall only be considered as force measure condition
  - i. Natural phenomena including floods, droughts, earthquakes and epidemics.
  - ii. Acts of any government, domestic or foreign including war, declared or undeclared, priorities, quarantines, embargoes.
  - iii. Non availability of Outages required to be provided by MSETCL.

Provided the party affected by the "force Measure" shall within fifteen (15) days from the occurrence of such a case, notify the other party in writing of such cause with sufficient documentary proof.
- B. Notwithstanding any provision under 13A the owner shall not be in any way be liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of any contract or for any delay in performance thereof in consequence of strikes, shortages combination of labour or workman or lockout, breakdown or accident to machinery or

accidents of what so ever nature, failure on the part of the railways to supply, sufficient wagons to carry essential raw materials etc. and furnished produces from the stores etc. These causes shall not be treated as "Force majeure" but subject to the provision and stipulation made in clause of liquidated damages of late delivery.

- C. The Contractor or the owner shall not be liable for delays in performing their respective obligations resulting from any force measure causes as defined above, the date of completion will be extended for the reasonable time by mutual agreement.
- D. In case of damage or destruction of any property or equipments belonging to the contractor due to force measure causes, the owner shall not be liable for same.
- E. The owner shall have the right to inform the contractor not to slip any part of the equipment due to weather or any other reasonable cause and in all such cases, the contractor shall withhold shipment of such parts without any extra charge for storage for a reasonable time.

**19. CONTRACTOR LIABLE FOR ALL DAMAGE:**

Compensation for all damage done intentionally or unintentionally by contractors labourers, whether in or beyond the limit of MSETCL property shall be estimated by the Engineer-in-charge such other officer as he may appoint and the estimates of the Engineer-in-charge, subject to the decision of the Chief Engineer on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation shall 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 the MSETCL 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 or precaution to prevent the spread of fire and he shall also pay any damage to cost that may be awarded by the court in consequence.

**20. RECESSION OF CONTRACT AND FORFEITING OF DEPOSIT:**

The contract shall not be assigned or sublet without 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 proceeding to be adjudicated an insolvent or make any compensation with his creditors or attempts so to do, the Engineer-in-charge, may be notice in writing rescind the contract. Also, if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents, to any person in the employee of the MSETCL 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 by notice in writing rescind the contract.

In the event of contract being rescinded the Security Deposit of the contract or shall thereupon stand forfeited and be absolutely at the disposal of the Board and the same consequences shall ensure as if the contract had been rescinded and in addition the contractor shall not be entitled to recover or be paid for any works thereof actually performed under the contract.

**21. DECISION OF CHIEF ENGINEER TO BE FINAL:**

Except where otherwise specified in the contract and subject to the powers delegated to him by the Company under the Company rule then in force, the decision of the Chief Engineer shall be final conclusive and binding on both parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or material used on the work, as to any other question claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract designs, drawing, specifications, estimates, instructions, orders or these conditions of otherwise concerning the works or the

execution or failure to execute the same whether arising during the progress of the or after the completion or abandonment thereof.

## **22. COMPENSATION FOR WORKMEN'S COMPENSATION ACT:**

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act 1923, herein after called the said Act for injuries caused to the workmen. If such compensation is paid by the MSETCL, as principal under Sub-section of section 12 of the said act on behalf of the contractor of the said act it shall be recoverable by the MSETCL from the contractor under Sub-section (2) of the said section. Such compensation shall be recovered in the manner or as per MSETCL Rules.

## **23. NO CLAIM FOR COMPENSATION FOR DELAY IN STARTING WORK:**

No compensation shall be allowed for any delay caused in the starting of the work on account of non availability of Outages and in the case of clearance works, for any delay in according sanction to estimation.

## **24. ACCEPTANCE OF CONDITIONS ON TENDERING FOR WORK:**

Submission of tender or acceptance of work order shall be treated as acceptance of these conditions of the tender by contractor.

## **25. INCOME TAX:**

Income tax at source as per prevailing rate & WCT as per rules or at the rate amended from time to time will be deducted from your bill in accordance with the provision of clause 194 (c) of Finance Act 1972 and to that effect a certificate will be issued to the contractor.

## **26. UNFAVOURABLE WORKING CONDITIONS**

The Contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects, during inclement weather conditions like monsoon, storms, etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such works and with the concurrence of the Engineer. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the works as per the Schedule.

## **27. WORKS & SAFETY REGULATIONS**

- 1 The Contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or to others working at site.
- 2 The Contractor will notify the Engineer of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create hazard. The Engineer shall have the right to prescribe the conditions under which such equipment or container may be handled and used during the performance of the works and the Contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction plant and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition shall be entertained by the Owner.
- 3 The Contractor shall be responsible for provision of all safety notices and safety equipments required both by the relevant legislations and the Engineer as he may deem necessary.
- 4 All safety rules and codes applied by the Owner at site shall be observed by the contractor without exception. The Contractor shall be responsible for the safety of the equipment/material and work to be performed by him. The Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire



hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch & ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the Contractor till the completion of the work under this contract.

- 5 The Contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite tests of handling equipment, lifting tools, tackles, etc. as per prescribed standards and practices.

## **28. WORK TO BE OPEN TO INSPECTION AND CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT.**

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 and the Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer to visit the works shall have been given to the Contractor, either himself be 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 authorized agent shall be considered to have the same force and effect as if those had been given to the Contractor himself.

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

The Contractor shall give not less than seven 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 taken. In case the Contractor covers up the work without such notice, the Engineer reserves the right to get the same uncovered at the risk and expense of the Contractor.

## **30. REMEDY OF DEFECTS**

If at any time before the works are finally taken over by the Owner, the Engineer shall-

1. decide that any work done or plant supplied or materials used by the Contractor or any sub-contractor is/are defective or not in accordance with the contract or that the works or any portion thereof are defective or do not fulfill the requirements of the contract (all such matters being here-in after in this clause called 'defects') and
2. as soon as reasonably practicable give to the Contractor notice in writing of the said decision specifying particulars of the defects alleged and/or where the same are alleged to exist or to have occurred and
3. so far as may be necessary, place the works at the Contractor's disposal, then the contractor shall with all speed and at his own expense make good the defects so specified. In case the Contractor shall fail to do so, the Owner may take, at the cost of the Contractor such steps as may in all circumstances be reasonable to make good such defects. All plant provided by the contractor to replace defective plant shall comply with the contract. The Contractor shall be entitled to remove and retain all plant that the Owner may have replaced at the Contractor's cost. In case of failure of the contractor to remove the replaced parts within a reasonable time, the Owner, reserves the right to take further action for its disposal in any manner deemed fit. Such action shall in no way limit the liability and responsibility of the contractor for removal of such parts. However, the Owner shall give reasonable time to the Contractor before such action is taken.

## **31. EMPLOYMENT OF LABOUR**

The Contractor will be expected to employ on the work only his regular skilled employees with experience of this particular work. No person below the age of eighteen years shall be employed.

- 1 All traveling expenses including provisions of all necessary transport to and from site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor. The Contractor shall arrange, at his own cost, the accommodation for his labour and other supervisory staff.
- 2 The Contractor's employees shall wear identification badges while on work at site.
- 3 In case the Owner becomes liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour (Regulation & Abolition) Act or any other law, due to act or omission of the Contractor, the Owner may make such payments and shall recover the same from the Contractor's bill.
- 4 As far as possible, unskilled workers shall be engaged from the local area in which the work is being executed.
- 5 The Contractor shall at all times during the continuance of this contract, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs. The Contractor will fully comply with all the provisions of labour, civil and other state and central laws, statutory rules, regulations etc. In case of his non-compliance with any provision under the laws, the Contractor will indemnify the Owner from and against all liabilities, damages, penalties, demand etc.
- 6 The Contractor, in the event of his engaging 20 or more workmen at the Project, shall obtain independent license under the Contract Labour (Regulation and Abolition) Act, from the concerned State Labour Authorities.
- 7 No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause at any time.
- 8 The Contractor shall fulfill all his obligations in respect of accommodation including proper medical facilities for the personnel employed by him.
- 9 The Contractor shall submit to the Engineer, on the first day of every month, a man-hour schedule for the month indicating the number of manpower, skilled or otherwise proposed to be employed by him for the works. Should the Engineer be of the opinion that the list needs modification to ensure completion of the scheduled work in time and in a professional manner, the Contractor shall, at his own expense, rearrange the manpower to be employed at site.

### **32. DISCIPLINE OF WORKMEN**

The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor who in the opinion of the Engineer has misconduct himself or is incompetent or negligent or otherwise undesirable. The Contractor shall forthwith remove such a person from site and provide in his place a competent replacement.

### **33. DISORDERLY CONDUCT, ETC**

The Contractor shall at all time take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the works.

### **34. CLEANLINESS**

- 1 The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of contract. The contractor shall employ enough number of special personnel to thoroughly clean his work area at least once in a day. All such rubbish and scrap material shall be stacked or disposed of in a place to be identified by the Engineer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.
- 2 Similarly, the labour colony, the offices and the residential area of the Contractor's employees and workmen shall be kept clean and best to the entire satisfaction of the Engineer. Proper sanitary arrangements shall be provided by the Contractor, in the work areas, office and residential areas of the Contractor.
- 3 On the completion of the works, the contractor shall clear away and remove from the site all Contractor's equipments 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.

### **35. ELECTRICAL SAFETY REGULATIONS**

- 1 No work shall be carried out on any live equipment. The equipment must be made safe by the Engineer and a permit to work issued before any work is carried out.
- 2 The Contractor shall employ the necessary number of qualified, full-time electricians to maintain his temporary electrical installation, wherever necessary.

### **36. INSURANCE:**

The contractor at his cost shall arrange, secure and maintain comprehensive insurance as may be necessary and for all such amount to protect his interests and the interest of the Owner, against all risks. Any loss or damage to the equipment, during supply, handling, transporting, storage and erection, till such time the plant is taken over by the Owner shall be to the account of the contractor. The contractor shall be responsible for lodging of all claims and make good for the damage or loss by way of repairs and / or replacement of the portion of the works damaged or lost. The transfer of title shall not in any way relieve the contractor of the above responsibilities during the period of the contractor.

### **37. COMPREHENSIVE AUTOMOBILE INSURANCE**

This insurance shall be in such a form to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the Owner's men and damage to the property of others arising from the use of motor vehicle during, on or off the site operations, irrespective of the Ownership of such vehicles.

### **38. COMPREHENSIVE GENERAL LIABILITY INSURANCE**

- 1 This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the Clause entitled "Defense of Suits".
- 2 The hazards to be covered will pertain to all the works which and areas where the Contractor, his sub-contractors, his agents and his employees have to perform work pursuant to the contract.
- 3 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect.

### **39. INDEMNIFICATION OF OWNER:**

The contractor shall insure all his personnel, Tools and plants etc. and shall also take a third party liability cover to indemnify the Owner of all liabilities which may come up due to any act or omission on the part of contractor and cause harm/damage to other contractor / representatives of Owner or all or anybody rendering service to the Owner or is connected with Owner's work in any manner whatsoever. The contractor shall necessarily indemnify the Owner in all these respects and the indemnifications and insurance policy shall be to the approval of Engineer.

The recommended values for the third party insurance policy to be taken by the contractor are as follows:

- |                                                                                   |               |
|-----------------------------------------------------------------------------------|---------------|
| a) Maximum liability for injury to any person                                     | 3, 00,000.00  |
| b) Maximum liability for any one accident                                         | 6, 00,000.00  |
| c). Maximum liability for total number of<br>Accidents during the contract period | 30, 00,000.00 |

If the total liability excess Rs. 30.00 Lakhs prior to completion of the work then the contractor shall arrange to renew the policy for the same amount to cover the balance completion period. However irrespective of the value of the policy, the contractor shall indemnify the Owner for all liabilities.

### **WORKMEN'S COMPENSATION INSURANCE**

This insurance shall protect the Contractor against all claims applicable under the Workmen's compensation Act 1948 or any amendment thereof. This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his sub-contractor's employees, which for any reason are not covered under the Workmen's compensation Act 1948. The liabilities shall not be less than workmen's Compensation as per statutory provisions.

### **40. ARBITRATION**

#### **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 MSETCL 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 item wise. 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 MSETCL.
- 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 Company shall submit its defense 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 proceeding by either party. However, a party may amend or supplement the original claim or defense 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 MSETCL, that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the MSETCL shall be discharged and released of all liabilities under the contract in respect of these claims.

## **2. Obligation during tendency 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 total value of all claims in question added together do 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 MSETCL or serving or retired officer of the Board/Government not below the 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 Company.
- ii. In case 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 MSETCL/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 MSETCL/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/officer 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 proceeds with the reference from the stage at which it was left by the previous arbitrator(s).
- 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 as opportunity to deal with the matter to which the contract relates or who in the course of his/their duties as Boards servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings or 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 item wise, 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 on 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. 25000/and the fees payable per arbitrator for claims over Rs. one Crore, shall not exceed Rs. 2000/- per sitting subject to a maximum of 50,000/-. Provided further that the arbitrators who are in service of Govt. /MSETCL shall draw fees at half of the rates 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 list as per his discretion.
- xiii. The arbitral proceedings should be completed and the award be finalized within one year from the date of appointment of arbitrators.
- xiv. Subject to the provisions as aforesaid, Arbitration & Conciliation Act. 1996 and the rules there under, 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:

**41. JURISDICTION:**

All the disputes arising out of this contract shall have exclusive jurisdiction of court in Ahmednagar.

**Executive Engineer**  
400kV R.S.(O&M) Division Babhaleshwar

**GENERAL RULES AND DIRECTIONS FOR THE**  
**GUIDANCE OF CONTRACTOR**

- 1 Copies of the specification, designs, drawings, and any other documents required in connection with the work, which will be signed by the Chief Engineer for the purpose of identification shall be open for inspection of the contractors at the office of the Chief Engineer during the office hours.

- 2 Where the works are proposed to be executed according to the specification recommended by a contractor and approved by a competent authority on behalf of the MSETCL, such specification with designs and drawing shall form part of the accepted tender.
- 3 The tenders and receipts for payments made on account of any work, when executed by a firm should be signed, except where the contractors are described in their tender as firm, in which case the receipt shall be signed in the name of firm by one of the partners or some other persons, having authority to do so.
- 4 Tenders, which propose any alternation in the work specified in the form of invitation of tender or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable for rejection.
- 5 The Chief Engineer or his duly authorized assistant will open tenders online in the presence of any intending contractors, who may login at the time and will note the amounts of the several tenders in a comparative statements in the suitable form. In the event of a tender being accepted the contractors shall there upon for the purpose of identification, sign copies of the specifications and other documents. In the event of tender being rejected the office shall authorize the paying officer concerned to refund the amount of the earnest money deposited to the Bidder making the tender on his giving a receipt for the return of the money.
- 6 The officer competent to dispose off the tenders shall have the right of rejecting all or any of the tenders, without assigning any reason thereof.
- 7 All work shall be measured not only by standard measure and /or according to rules and custom and usual method in use in the Maharashtra State Electricity Tr. Co. Ltd., and no proposals to adopt alternative method will be accepted.
- 8 The Chief Engineer's decision as to what is the usual method in use in the Maharashtra State Electricity Tr. Co. Ltd. shall be final.
- 9 All corrections and additions or pasted slips should be initialed.
- 10 Bidder shall be deemed to have full knowledge of all relevant documents, site conditions etc. whether inspected or not by him.
- 11 Submission of tender by a bidder implies that he has read all above instructions and conditions & complete tender document of contract and has made himself aware of the scope and specifications of the work to be done.
- 12 Under no circumstances shall any contractor be entitled to claim enhanced rates for any items of contract without prior sanction of the competent authority.
- 13 These rules and directions of MSETCL shall form part of the contract.

**Executive Engineer**  
**400kV R.S.(O&M) Division,**  
**Babhaleshwar**

### **SPECIAL CONDITIONS OF CONTRACT**

- 1) Bidder should upload the digitally signed & scan copies of original documents/certificates online.
- 2) While uploading the scan copies, upload only mentioned documents (i.e. as mentioned in Technical bid & Commercial bid) instead of uploading other than required documents.
- 3) The submission of the tender by bidder implies that he has read these instructions and conditions of the contract etc., and he had made himself aware of the scope & specifications of the supply to be done.
- 4) Bidder should submit the rates in the SRM e-tender for each items as per the guidelines attached for participating in the RFX.

**Note:-** “The price Bid shall not be attached in the document format i.e. by preparing the price bid and by uploading / attaching the scan copy of the price Bid. The same will be not accepted”.

- 5) The rates quoted should be firm and price variation will not be applicable.
- 6) **PERIOD OF CONTRACT :** The period of completion of entire work of tender is **three months** from the final order or handing over of site. In no case the program laid down should be delayed.
- 7) **DELIVERY OF THE MATERIALS:** The entire quantity is to be delivered directly at site.
- 8) **SCOPE OF WORK :- Work of monkey patrolling of EHV S/C & D/C lines under jurisdiction of 400kv Line Maintenance Sub-division Babhaleshwar under 400kV R.S.(O&M)Div.Babhaleshwar.**
- 9) The other details are as follows:
  - a. The General Technical Particulars(GTP) of material required for said work shall be as per MSETCL standard Norms & Rules and should be of EHV class. If any dispute arises regarding the technical specifications mentioned in the tender and technical specifications required as per actual site condition, the decision of the Executive Engineer, 400kV R.S.(O&M) Division Babhaleshwar will be final. Also the Tenderer will have to carry out the above work as per the ETC & as per the standard method of construction of MSETCL.
  - b. The material shall be procured from MSETCL's approved vendors . The specifications from MSETCL shall be as per EHV suitable in EHV S/Stn class suitable in EHV SS
  - c. The Tenderer will have to submit the type test certificates of the material at the time of supply of the material. Also the material shall be inspected at manufacturer premises and got approved from the representative of MSETCL i.e. Executive Engineer, 400kV R.S.(O&M)



Div. Babhaleshwar or his representative before supply & utilizing it for erection at site. The necessary call for inspection of the material shall be given well in advance to MSETCL. The contractor shall arrange the To & Fro travelling/lodging for MSETCL representative for above said inspection.

- d. The all above activities are part of the stipulated time period of the contract.
- e. The Tenderer shall have to firstly complete all the work for which the outage is not required. The tenderer shall have to propose the outages required for carrying out the work well in advance, so that the same can be arranged by MSETCL. Tenderer shall take utmost care to complete the work during the approved outage hours only, The tenderer shall have to arrange the man power and T&Ps accordingly.
- f. **The quantity given in Schedule is tentative & may vary as per the site condition.**

**10) EXECUTION OF WORKS:** Tenderer will have to execute the works under the jurisdiction of Operating officer i.e concern Executive Engineer or his representative & your representative.

**11) SUPERVISION OF THE WORKS:** The works shall be under the overall supervision of the concern Executive Engineer or his representative. The Tenderer shall obtain a certificate from the concern Executive Engineer & his representative for having successful execution of the works satisfactorily.

**12) PACKING, FORWARDING AND TRANSPORTATION:**

- 1) The Contractor shall be fully responsible for Packing, Forwarding and Transportation of material by rail ways or by any other authorized mode of transport, clearance of equipment and further transportation at site place of work / storage yard etc., in respect of material in his scope. No separate charges will be paid extra for packing, forwarding and transportation of material.
- 2) Contractor wherever applicable shall, after proper painting, pack and crate all equipments/material in such a manner as to protect them from deterioration and damage during rail / road or any other authorized mode of transfer. The contractor shall be held responsible for all damages/losses.
- 3) The contractor shall notify the Owner of date of each shipment from his / manufacturer works and the expected date of arrival at the site for the information of owner. The contractor shall give all shipping information concerning the weight, size and the contents of each packing including any other information the owner may require.

**13) WATCH AND WARD:** The Contractor shall have complete responsibility of materials supplied by the contractor or handed over to contractor if any. The contractor shall keep watch and ward for all the materials

**14) SECURITY DEPOSIT:** The Bidder will have to pay security deposit within seven days from the date of receipt of the LOI, amounting to 05% of the value of the contract in the form D.D./F.D./B.G. of any Nationalized / scheduled Bank in the name of **Executive Engineer 400kV R.S (O&M) Division Babhaleshwar, payable at Babhaleshwar. at 400kV R.S.(O&M) Division, Babhaleshwar office** valid for one year **at this office**. The same will be refunded only after satisfactory completion of guarantee period.

**15) Failure to furnish the Security Deposit within the specified period shall entail to forfeiture of the EMD and cancellation of the contract.**

**16) GUARANTEE PERIOD:**

- a. The contractor shall warranty / guarantee that, the equipments/material supplied by him will be new and in accordance with contract documents & will be free from defects in material and workmanship for a period of **12 months** from the date of final acceptance of works by MSETCL. Any defects developed due to defective materials and / or workmanship during testing and

- commissioning of equipments or during the guarantee period of 12 months from the date of final acceptance of work by MSETCL, shall be rectified or made good by the contractor at his own cost.
- b. The contractor's liability shall be limited to repair / replacement of any defective part in the equipment of his own manufacturer or those of his sub-contractor and arising from faulty design, materials and / or workmanship. All cost for the repair and / or replacement of defective part such as dismantling, re-erection, supply, transportation etc. shall be to the account of contractor.

**17) BANKRUPT:**

If the contractor shall become bankrupt or insolvent, or have a receiving order made against him, or compound with his creditors, or being a company or corporation commence to the wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them, the Owner shall be at liberty (a) to terminate the contract forthwith by notice in writing to the contractor or the receiver or liquidator or to any person in whom the contract may become vested or (b) to give such receiver, liquidator or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to an amount to be agreed.

- 18)** The Contractor shall have to arrange for the transport of materials, Man power, equipments and T&Ps include all such cost in the rates quoted by him for finished work.

- 19) TERMS OF PAYMENT:** Original R.A. bills in the name of Executive Engineer, 400kV R.S.(O&M) Division Babhaleshwar to the **concerned Engineer Incharge**. The concerned Engineer Incharge will verify & records the bills SAP as SES & after verification, the original bills along with certified signed copy of SES, NOC, work completion certificate will be sent to **Executive Engineer** 400kV R.S.(O&M) Division Babhaleshwar for further auditing. The **Executive Engineer** 400kV R.S.(O&M) Division Babhaleshwar shall make necessary arrangement for effecting of the payment subject to the availability of funds.

- 20) RATES & TAXES:** Separate break-up should be filled online for 1) GST 2) Custom 3) Excise Duty 4) Freight etc. If the Breakup of taxes is not given as above for one or the other reason, the prices quoted will be interpreted as inclusive of all taxes or at the discretion of the Executive Engineer, 400kV R.S.(O&M) Division Babhaleshwar & the same will be binding on the Bidder. Variation in excise duty and sales tax/GST on items shall not be entertained.

- 21)** All royalties, transportation charges and all local and other Taxes / duties etc. shall be paid by the Tenderer at his cost.

- 22) PRECAUTIONS:** All equipments, line & Bus are in charged conditions. Tenderer will have to take all precautions at his cost until handing over the site back to MSETCL.

- 23) ACCIDENT:** If any accident occurs to the labour skilled or unskilled, compensation if any is to be paid by the Tenderer at his cost.

- 24) QUALITY OF WORK & MATERIAL:** Tenderer will be responsible for quality of work & workmanship. The material used to be strictly as per specification.

- 25) OUTAGES (If Required):** Outages as and when required will be arranged by the concerned Executive Engineer. The outage schedule will be intimated by concerned Executive Engineer to the Tenderer in advance.

**26) TIME IS THE ESSENCE OF CONTRACT :**

- a. The time stipulated in the contract for the completion of the work shall be deemed to be the Essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete the work within stipulated time period.

- b. The Contractor shall submit the activity wise bar chart within the time frame agreed, consisting of adequate number of activities covering various key phases of work. Also clearly indicating the completion period for various groups of activities. This bar chart shall also indicate the interface facilities ( e.g. outage approval, drawing approval etc.) to be provided by MSETCL and the dates by which such facilities are needed. The contractor shall discuss the bar chart so submitted with the MSETCL and the agreed bar chart which may be in the form as submitted or in revised form in line with the outcome of discussion shall form the part of the contract. During the performance of the contract, if in the opinion of the Engineer In-charge progress is not maintained, suitable changes shall be made in the contractors operation to insure proper progress.
- c. The above bar chart shall be reviewed and the monthly progress report shall be submitted by contractor as directed by the Engineer In-charge.

### **27) LIQUIDATED DAMAGES:**

- a. If the contractor fails to complete all the works within the time frame stipulated, the MSETCL shall levy liquidated damages for breach of contract.
- b. The Liquidated damage shall be levied at the rate of ½ % (Half Percent) on the entire portion per week of delay, subject to the maximum of 10 % of the contract price for the entire unfinished work.
- c. In case of such delay, the contract may be terminated by the competent authority as per general rules and regulations of MSETCL and the balance work shall be got completed through separate contract at his risk and cost.

### **28) DEDUCTION FROM CONTRACT PRICE**

All costs, damages or expenses which the owner may have paid, for which; under the contract; the contractor is liable; will be claimed by the owner. All such claims shall be billed in form of letters by the owner to the contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the Owner may then deduct the amount from any amount due or becoming due by him to the Contractor under the contract or Bank Guarantee issued by the Contractor or may be recovered by actions of law or otherwise, if the Contractor fails to satisfy the Owner of such claims.

If Tenderer fail to execute the work, it will be treated as breach of contract & contract will be terminated and order will be cancelled by forfeiting the EMD/security deposit.& The balance work will be get done from other contractor at your risk & cost.

**29) CONTRACTOR'S EMPLOYEES:** Tenderer will have to employ and provide on site only such employees who are skilled and experienced for execution and supervision of works. Tenderer will have to provide housing accommodations to his employees. Tenderer will also responsible for any injury/accident to his employees. Payments of compensations for any accidents etc. as may required to be paid eventually shall be borne by the Tenderer. Tenderer should ensure that his staff uses the requisite safety equipment. The employees should be duly insured against any such eventually.

**30) DAMAGE TO PERSONS AND PROPERTY:** Tenderer will indemnify the MSETCL against any losses and claims regarding any injuries or damage to any person, material or physically damage any property whatsoever which may arise out of or in consequence of the execution of work. During execution of work any damage/loss to Transmission Company's property occurs will be recovered from your bill.

**31) APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT:** Notwithstand-ing anything stated here, the MSETCL's General Terms & Conditions of Contract shall be applicable to the contract as far as they are applicable to your contract.

**32) TERMINATIONS OF CONTRACT:** The undersigned reserves the right to cancel the contract, after giving due notice to you, in the event of the breach of contract in any respect or undue delay in execution of works /starting of the works. This order is placed upon documents submitted & facts represented by you. If it is found at any stage that, the documents submitted/facts represented by you in relation to the bid regarding eligibility criteria, rates offers etc are untrue/fake/invalid & there is suppression of facts, misrepresentations and any sort of cartelization among the bidders to obtain the order resulting in loss to the MSETCL is at your risk, costs responsibility & subject to legal action.

In case of any dispute arising out of your contract, it will be in the jurisdiction of Ahemadnagar Court only.

**Executive Engineer**  
400kV R.S.(O&M) Division Babhaleshwar

-

MSETCL

**Annexure B**

**UNDERTAKING**

**(This undertaking should be given on company's / firm letter head)**

To  
Executive Engineer  
400kV R.S.(O&M).Div,  
MSETCL, Babhaleshwar.

Dear Sir,

We hereby offer to **Work of monkey patrolling of EHV S/C & D/C lines under jurisdiction of 400kV Line Maintenance Sub-division Babhaleshwar under 400kV R.S.(O&M) Dn Babhaleshwar** as detailed in your tender specification and in accordance with the terms and conditions thereof.

We have carefully perused the above tender specification connected with the work and agree to abide by the same.

We also agree to pay Security Deposit and to give the Contract Performance Guarantee as per your requirements in case we are the successful Bidders and we have accepted all terms & conditions of the tender specification.

**CERTIFICATE:**

I/We agree to supply the material at the rates herein tendered by me/us subject to the conditions of tender and supply in Annexure ‘A’ of this tender which I/We have carefully read and that I/We thoroughly understood and to which I/We agree. I/We hereby agree to keep this offer open up to the date as indicated in E-Tender Details and shall bound by communication of acceptance dispatched within the validity period.

We further agree to execute the contract if awarded referred to in your E-tender specification as per the terms and conditions specified therein.

We are uploading this undertaking herewith as per the e-tender.

**Seal & Signature of Bidder**

MSETCL

**CHECK LIST :**

Bidder should upload the following digitally scan copies of original documents / certificates as per qualifying requirement/criteria online in ‘note & attachments’ tab which is nearby Questions tab.

Sr. No	Check list to qualify for award of contract, which the bidder should invariably submit:-
1	valid registration under SSI / NSIC Certificate Or Equivalent
2	valid Govt. Electrical Contractor’s license
3	Register under GST registration – Proof thereof.
4	Register under P. F. Act. – Proof thereof.
5	In support to experience, the bidder should submit the order copies mentioned as per qualifying requirement.
6	Certificate for successfully / satisfactory completion certificate duly signed by the officer not below the rank of Executive Engineer for similar works carried out as per qualifying

7	Average Annual financial turnover during the last 3 financial years
8	Income Tax Return of the last 3 financial years & PAN Card
9	Solvency certificate from any scheduled or Nationalized Bank
10	List of technical employees' alongwith their qualifications & experience & List of equipment/T&P
11	Constitution of bidders firm (Partnership deed, Articles of Association etc.), if applicable.
12	Valid workman compensation policy.
13	The bidder should have to submit the proof regarding payment of e-Tender fee & E.M.D.
14	Undertaking for acceptance of all the terms & conditions of tender documents & MSETCL's standard terms & conditions on valid company's/firm's letter head as per Annexure – "B".

**Executive Engineer**  
 400kV R.S.(O&M) Division Babhaleshwar

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD**  
 400kV R.S.(O&M) Division Babhaleshwar  
**Annexure A**

**Sub :- Work of Monkey Patrolling of EHV S/C & D/C lines under jurisdiction of 400kV Line Maintenance Sub-Division Babhaleshwar under 400kV R.S (O&M) Division Babhaleshwar.**

Sr No.	Particular	Unit	Qty	Rate in Rs
1	Monkey Patrolling of 400KV S/C & D/C Tower	No		
<b>Total Rs. 2194184/- including all taxes</b>				

**Note:-**

- 1) The work of monkey patrolling should be done by authorized person only, since the work is to be carried out on live Line condition; no outage will be granted for the work.
- 2) The work will involve checking of following points:
  - a. Checking of conductor deformation
  - b. Checking of earth wire deformation
  - c. Checking of earth bond, hardware, jumper cone and its nut bolts.

- d. Checking of bird guards, bird shit on insulators/other parts which may result in flashover
  - e. Checking of tightness of nut bolts.
  - f. Checking of broken/contaminated/flashover disc insulators.
  - g. Checking of split pin.
- 3) The report of above checks should be submitted in the format below along with soft & hard copies of photos of check points.
  - 4) The agency has to carryout monkey patrolling as per directives of concerned Engineer In charge
  - 5) The parameters in above said format can be changed by the concerned Engineer In charges

**Executive Engineer**  
400kV R.S.(O&M) Division Babhaleshwar

MSETCL