



CIN NO: - U40109MH2005SGC153646

**Tender No: EE/EHV PD-II/PN/T/T-04/2018-19**

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.  
EHV PROJECT DIVISION-II, PUNE**

**LOCAL COMPETATIVE BID FOR**

**Proper accounting and keeping of store material at TPT Lonikand store yard under EHV  
Project Division –II Pune.**

<b>Estimated cost</b>	<b>:</b>	<b>18,67,017/-</b>	
<b>E. M. D. Amount</b>	<b>:</b>	<b>18,670.17/-</b>	
<b>Last Date of Submission</b>	<b>:</b>	<b>Date: 15.02.2019</b>	<b>up to 15:00 Hrs</b>

**Tender to be submitted at SRM e-tendering site of MSETCL**

**Cost of Tender Document**  
500/- + 12% GST per copy

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**  
**EHV PROJECT DIVISION-II, PUNE**

**INDEX**

**Name of work: Proper accounting and keeping of store material at TPT Lonikand store yard  
under EHV Project Division –II Pune.**

Sr. No.	Particulars	Pages From	-	To
1.	Tender Notice	3	-	3
2.	Section – I Invitation to Bid	4	-	5
3.	Section – II General Terms & Conditions of contract	6	-	32
4.	Section – III Instructions to bidders	33	-	37
5.	Section--IV Technical Specifications.	38	-	43
6.	Section—IV Schedules A To E	44	-	56
7.	Schedule ‘A’ Guaranteed Technical particulars for XLPE cable	44	-	46
8.	Schedule ‘B’ Tentative schedule of execution with Percentage rate form.	47	-	49
9.	Schedule ‘C’ Performance Security Form (Performance Guarantee in lieu of security Deposit)	50	-	51
10.	Schedule ‘D’ Bank Gaurantee Collaborator/associate along with the bidder	52	-	52
7.	Schedule ‘E’ Performa of joint undertaking by the Collaborator/associate along with the bidder	53	-	54
8.	Schedule ‘F’ Bid Form	55	-	55
9.	Schedule ‘G’ Agreement Form	56	-	57



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**E-Tender Notice**

<b>Emblem</b>						
MSETCL invites online bids (E-Tender) from registered contractors/agencies on Mahatransco SRM E-Tendering website <a href="https://srmetender.mahatransco.in/">https://srmetender.mahatransco.in/</a> for following works						
<b>Sr. No</b>	<b>Tender No. &amp; Description of work (RFX No.- 7000011416 )</b>			<b>Due date &amp; Time (Hrs) for submission &amp; opening of Tender</b>		
	Tender No. EE/EHVCD-II/PN/T/T-04/2018-19					
1	<b>Proper accounting and keeping of store material at TPT Lonikand store yard under EHV Project Division –II Pune.</b>			<b>Download of Tender documents date :</b> 15/01/19 to 14/02/19 upto 15:00 Hrs		
	<b>Estimated cost (Rs`)</b>	<b>EMD (Rs`)</b>	<b>Tender Fee (Rs)</b>	<b>Closing Date</b>	<b>Technical Opening Date</b>	<b>Commercial Opening Date</b>
	18,67,017/-	18,670.17/-	500/- + 12% GST	15/02/2019 up to 15:00 Hrs	16/02/2019 at 12:00 Hrs	18/02/2019 at 12:00 Hrs
Contract person : The Executive Engineer, 1 <sup>st</sup> floor, Administrative Building, 925, Kasbapeth, Juna Bazar Road, Pune-13 Tel. No.020-24570676E-mail : <a href="mailto:ee6620@mahatransco.in">ee6620@mahatransco.in</a> For further details visit our website <a href="https://mahatransco.in">https://mahatransco.in</a>						

1. Relevant portions of the Tender which the Tenderers have to fill online would be available on foreside website.

2. **The Tender Fee & EMD should be paid by the bidder online only.** Bidder can pay through Credit card or by their Axis bank account (NEFT/RTGS) transfer. The payment confirmation will be done by Corporate Office. For payment confirmation the bidder should send complete Tender no/amount/transaction id and mode of Payment (i.e. through Credit Card or Net Banking) copy directly to following mail ids

[etenderadmin@mahatransco.in](mailto:etenderadmin@mahatransco.in) for Technical issues

[etenderfisupport@mahatransco.in](mailto:etenderfisupport@mahatransco.in) for financial issues

Tender fee & EMD should be paid on or before 12/02/2019 & the scan copy of transaction ID received after online payment should be submitted along with Technical bid. The online facility is available only for Axis Bank, please note. In case of non submission of Tender fee & EMD, the bidder will be disqualified.

3. Tender documents can be downloaded by online from foreside website.

4. Eligible contractor agencies should submit their bid well in advance instead of waiting till last date. MSETCL will not be responsible for non-submission of bid due to any website related problems.

**Note: All eligible interested contractors are mandated to get enrolled on SRM E-Tendering portal. (<https://srmetender.mahatransco.in>)**

(S.S.Gedam)  
Executive Engineer  
EHV Project Dn-II, Pune



CIN NO: - U40109MH2005SGC153646

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.  
EHV PROJECT DIVISION-II, PUNE**

**Tender No: EE/EHV/PD-II/PN/T/T-04/2018-19**

**Section – I**

**Invitation to Bid**

1. **INVITATION TO BID:** The Maharashtra State Electricity Transmission Company Limited, Mumbai, here in after referred to as the Owner (MSETCL) invites E-Tenders from eligible Indian bidders for Proper accounting and keeping of store material at TPT Lonikand store yard under EHV Project Division –II Pune.
  - a) **Work:** - Proper accounting and keeping of store material at TPT Lonikand store yard under EHV Project Division –II Pune.
  - b) **Estimated cost :** Rs. 18,67,017/-
  - c) **Completion period:** - 3 Months excluding monsoon from date of handing over of site.
2. **QUALIFICATION FOR BIDDERS:**
  - 2.1 To be eligible for award of contract, bidders shall provide evidence satisfactory to the Owner of their eligibility, capability and adequacy of resources to carry out the Contract effectively. All bids submitted shall include the following information.
  - 2.2 **Technical bid:**
    - a) Full name & address of the company/firm, Bank name & full address, Bank account No. & PAN card copy.
    - b) Proof for Professional Tax Number.
    - c) Shop Act Registration Certificate.
    - d) Tender fee & EMD should be paid on or before **14/02/19** & the scan copy of Transaction ID received after online payment should be enclosed.
    - e) The bidders should have executed.
      - i) **Two similar types of works each costing not less than the amount equal to 50% of the estimated cost (i.e. not less than 9,33,508.5/-).**  
Work order particularly in MSETCL /Govt. Institution during last 5 years. The certificate shall be issued by the authority not below the rank of Executive Engineer. (Experience Certificate)
    - f) The bidder shall be registered under P.F. Act (if applicable).
    - g) Bidder should submit workmen compensation policy/Insurance
    - h) Details of tools and plants and infrastructure available.(T&P list)
    - i) Detail list of experienced staff employed by the bidder.
    - j) Proof of having basic infrastructure.
    - k) Partnership deed ( for partnership forms)

- l) Income Tax return for the last three years (2017-18, 2016-17, 2015-16).
- m) Annual Turnover certificate from C.A. : Bidder shall have an average turnover during The last three financial years which is at least equivalent to the 60% of the estimated? cost of the work (i.e. 11,20,210.2/-).
- n) The bidder should have registration under GST.
- o) The bidder should have certificates for Returns of Service Tax for the last two financial years.
- p) Net worth Certificate.
- q) Solvency Certificate.
- r) Balance sheets last Three Years (2017-18, 2016-17 and 2015-16)

**The owner reserves the right to relax the qualifying requirements or to call for additional documents/papers, if required, after opening of Techno-commercial bid.**

### 2.3 Commercial bid:

Commercial bid should contain the bid form & % rate form complete duly filed in and signed by bidder.

**Technical documents should be uploaded in technical bid file No. 1 & commercial offer/price bid should be uploaded separately in File No. 2. In case, the same are uploaded in one file, the offer will be rejected. The rate should be inclusive of all taxes & duties. Also applicable tax details shall be mention separately.**

**MSETCL will not be responsible for non submission of bid due to any internet connectivity problem. All general terms & conditions of MSETCL are applicable to this Tender. Also submit the physical / Hard copy of Technical Bid on following address on or before 13/02/19. If required, the original copies will have to be produced**

**The Executive Engineer,  
EHV Project Division-II,  
1<sup>st</sup> floor, Administrative Building, 925, Kasbapeth, Juna Bazar Road, Pune -11  
Contact No. : 020-2457676.**

After verifying the full documents/certificate, pre-qualifications as above in file No.1, fulfilling the desired pre-requisites, the file No.2 will be considered / opened. If the same is not found to be meeting the pre-requisites, the file No. 2 shall be kept without opening.

**The undersigned reserves the right to reject any or all tenders without assigning any reason thereof.**

(S.S.Gedam)  
Executive Engineer  
EHV Project Dn-II, Pune

## SECTION – II

### GENERAL TERMS & CONDITONS OF THE CONTRACT (GTC)

#### **1.0 DEFINITION OF TERMS**

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

- 1.1 ‘Owner’ or ‘Purchaser’ or ‘Company’ shall mean the Maharashtra State Electricity Transmission company Ltd., Mumbai and shall include its legal representatives, successors and permitted assigns.
- 1.2 ‘Contractor’ shall mean the Bidder whose bid has been accepted by the Owner for the award of the Contract and shall include such successful Bidder’s legal representatives, successors and permitted assigns.
- 1.3 ‘SUB-CONTRACTOR’ shall mean any person (other than the Contractor) named in the Contract for any part of the work or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Owner/Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 1.4 ‘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.
- 1.5 ‘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.
- 1.6 The terms ‘Equipment’, shall mean and include plant ‘Stores’and ‘Materials’ to be provided by the Contractor under the Contract.
- 1.7 ‘Works’ shall mean the Accounting and keeping of material.
- 1.8 ‘Specification’ shall mean the Tender specification forming a part of the Contract and such other Schedules and drawings as may be mutually agreed upon.
- 1.9 ‘Site’ shall mean the whole of the premises, buildings and grounds in or upon which the work or works is or are to be provided, done or carried out.
- 1.10 ‘Contractor’s works’ shall mean the place of work used by the Contractor, or sub-Contractor for the performance of the works.
- 1.11 ‘Notice of Award of Contract/letter of intent shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.12 The ‘Contract’ shall mean the agreement, if any, to be entered into by the 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 as forming a part of the Contract.

- 1.13 'Contract Price' shall mean the sum named in the Contract agreement if any or the work order by the Owner, subject to such additions thereto or deductions there from as may be made under the provisions herein after contained.
- 1.14 'Contract value' shall mean that part of Contract price which is properly appropriable to the work in question having regard to the amount of work done and all other relevant circumstances and disregarding any changes that may have occurred since the date of Contract in the cost of executing the works.
- 1.15 Supervisory Personnel 'shall mean the supervisory personnel deputed by the Contractor under whose supervision.
- 1.16 'Date of Contract' shall mean the date on which L.O.A. is issued and/or acceptance of bid is intimated to Contractor as the case may be.
- 1.17 'Delivery period' shall mean the time period required from issue of LOI/ Telegraphic intimation of acceptance of bid to the stage the works are ready
- 1.18 The term 'Final Acceptance' shall mean the Owner's written acceptance of the works performed under the Contract after
- 1.19 'Month' shall mean the calendar month. DAY or DAYS unless here in otherwise expressly defined shall mean calendar day or days of 24 hours each.
- 1.20 'Writing' shall include any manuscript, under or over signature and/or seal as the case may be.
- 1.21 When the words 'Approved', 'Subject to approval', 'As directed', 'accepted' etc. or words or phrases of like are used, the approval, direction, judgment etc. is understood to be a function of the Owner/Engineer.
- 1.22 'Final Report/ Final Document' or 'Report' will mean the final report or document prepared by the Contractor as per Owners specification.
- 1.23 'Drawings' 'Plans' shall mean all:- Not applicable
- a) Drawings furnished by the Owner as a basis for proposal- Not applicable
  - b) Supplementary drawings, if any, furnished by the Owner to clarify and to define in greater detail the intent of the Contract.-Not applicable.
  - c) Drawings submitted by the Contractor with his proposal, provided such drawings are acceptable to the Owner. –Not applicable
  - d) Drawings furnished by the Contractor/Manufacturer to the Owner during the progress of the work.-Not applicable.
- 1.24 'Codes' shall mean the following, but not limited to including the latest amendments and/or replacements, if any:-
- i) Indian Electricity Act 1910 / 2003, and Rules and Regulations made there under.
  - ii) Indian Factory Act, 1948 and Rules and Regulations made there under:
  - iii) A.S.M.E Test Codes.
  - iv) A.I.R.E. Test codes.
  - v) Standards of the Bureau of the Indian Standards applicable for relevant materials supplied.

vi) Other Internationally approved standards and/or Rules and Regulations touching the subject matter of Contract.

## **2.0 INTERPRITATION**

- 2.1 Words imparting the “singular only” shall also include the plural and vice-versa where the context so requires.
- 2.2 Words imparting ‘persons’ shall include firms, companies, corporations & associations, or bodies of individuals, whether incorporated or not.
- 2.3 Terms & expressions not herein defined shall have the same meaning as are assigned to them in the Indian failing that in the Indian Contract Act (1872) & failing that in the General Clauses Act (1987).

## **3.0 SCOPE OF CONTRACT**

- 3.1 The scope of work will be broadly as under
- 3.2 The scope of work covered under the present tender mainly includes work of Accounting and keeping of material at TPT unit Lonikand
- 3.3 The conductor loading should not exceed safe economical loading as per actual site conditions.
- 3.4 The material and equipment required to be purchased for above said work must be as per MSEDCL and MSETCL approved specifications. And from MSETCL/ MSEDCL approved vender.
- 3.5 The work has to be carried out as per MSEDCL’s Standard method of construction and under supervision of MSEDCL’s and MSETCL’s representative. And as per directives from Engineer In charge.
- 3.6 Contractor has to obtain necessary NOC for erecting/ laying proposed line before commencement of the work

## **4.0 CONTRACTOR TO INFORM HIMSELF FULLY**

- 4.1 The contractor shall be deemed to have satisfied himself as to all the conditions and circumstances affecting the contract price and as to the possibility of executing the works as shown and described in the contract. The contractor shall be deemed to have inspected and examined the site and its surroundings, examined the approach roads, loading/ unloading etc. and to have fixed his price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the execution of the work as specified in the contract.
- 4.2 The Contractor shall be responsible for any misunderstanding or incorrect information, however obtained on which the contract price has been based except the written information furnished by the Owner.
- 4.3 The Contractor shall have deemed to have carefully examined all contract documents to his entire satisfaction. If he shall have any doubts as to the meaning of any portion of the contract documents, he shall, within one month of issue of letter of intent or before signing the contract as the case may be, set forth the particulars thereof, and submit them to the Owner in writing in



triplicate, in order that such doubt may be removed. The Owner shall provide such clarification as may be necessary, in writing to the Contractor. Any information otherwise obtained from the Owner or the Engineer shall not in any way relieve the Contractor of his responsibility to fulfill his obligation under the contract.

## **5.0 CONTRACT DOCUMENTS**

The term 'contract documents' shall mean and include the following which shall be deemed to form an integral part of the contract.

- a) Bidding document of the owner, covering the instructions to bidders, general terms & conditions of contract, annexure, schedules amendments etc.
- b) Contractor's bid proposal including the letters of clarifications exchanged there-to between the Contractor & the Owner prior to the Award of Contract.
- c) All the data/ information of any sort given by the contractor along with his bid, subject to the approval of the owner/ Engineer.
- d) Any mutually agreed variations to the conditions of the documents, specifications terms & conditions of contract, if any.

## **6.0 PERFORMANCE GUARANTEE IN LIEU OF SECURITY DEPOSIT**

- 6.1 The Performance Bank Guarantee for the proper fulfillment of the Contract shall be furnished by the Contractor in **the prescribed form within Fifteen (15) days after receipt of work order/Letter of Intent** or same will be deducted from your first bill with the prevailing SBI PLR interest rate.

The performance Guarantee shall be as per Performa attached to the Bid Document. **This guarantee shall be for an amount equal to 10% (ten percent) of the Contract price.**

- 6.2 The performance guarantee shall cover additionally the following guarantee to the Owner:-
- 6.3 The Contract performance Guarantee is intended to secure the performance of the entire Contract. However, it is not to be construed as limiting the damages stipulated in other clauses of the Contract.
- 6.4 **The Performance Guarantee shall be returned to the Contractor 1 month after settlement of final bill after adjustment of any amount payable by you to the MSETCL; if any.** The Owner is not liable to pay any interest or compensation to the Contractor for retaining the performance Guarantee after the end of the guarantee period.
- 6.5 The termination of the Contract under the clause 33.0 'Contractor's default' of this section shall not entitle the Contractor to reduce the value of the performance guarantee nor the time thereof. **The performance guarantee shall be valid for the full value (10% of order amount) and for the full period of Contract including 30 days after settlement of final bill.**
- 6.6 In case of increase in contract value, the contractor shall within 30 days from the date of amendment letter, indicating increase in contract value, submit the performance bank guarantee equivalent to 10% of the value of increase in contract value for periods as indicated in sub clause 6.5.

## **7.0 CONTRACT PRICE, TAXES & DUTIES**

- 7.1 The **percentage rate** quoted by the contractor in his bid with additions and deletions as may be agreed for the entire scope of the works covered under these specifications and documents shall be treated as the Contract price.
- 7.2 The Contract price shall include all taxes and duties inclusive of GST Other levies, Fees, Cesses, Octopi, Freight, Insurance etc. whatsoever, and the Owner shall not be liable for payment of any such taxes or duties. Bid submitted shall be including every cost component. No additional payment will be done over & above Bid price submitted.

**Further, if Bid is separately quoting charges such as Freight, Insurance, Fees, Cesses, Octopi etc, owner shall be liable for payment of such items which are above Ex-works price only on basis of documentary evidences submitted bidder along with R.A. bills. If documents are not submitted, owner shall not entertain claims as mentioned above.**

## **8.0 PRICE ADJUSTMENT**

- 8.1 Bidder shall, in his proposals, quote a base rate (such as exworks price for supply of material and basic price for erection and civil works) which will be subject to price adjustment on account of variations in the cost elements during the period of the Contract. The price adjustment provisions detailed shall not be taken into consideration for the purpose of bid evaluation. The intent of the price adjustment provisions in the Bid Documents is to provide reasonable protection to the parties to the Contract against fluctuations of the cost of materials, labour etc. during execution of the Contract and resulting in variation in the Contract Price.
- 8.2 Bids specifying price adjustment provision other than those specified in these specifications and documents run the risk of rejection.
- 8.3 The price adjustment will be applicable only if the breakup of unit price with various taxes /duties showing ex-works price in case of supply of materials and basic price in case of erection and civil works is submitted by the bidder with price schedule in prescribed format given in specification.

## **9.0 PRICE VARIATION:**

. No Price variation applicable.

## **10.0 ENGINEER'S SUPERVISIONS**

### **10.1 ENGINEER'S INSTRUCTIONS**

All instructions and orders to the Contractor shall, except as herein otherwise provided, be given by the Engineer.

### **10.2 ENGINEER'S REPRESENTATIVE**

The Engineers may, from time to time, delegate to Engineer's Representative any of the powers, discretions, functions and authorities vested in him and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing signed by the Engineer; and in case of delegation, shall specify the powers, discretions, functions and authorities thereby delegated and the person or persons to whom the same are delegated. No such delegation shall have effect until a copy thereof has been delivered to the Contractor.

Any person to whom any delegation is made shall be entitled to exercise the powers, discretions, functions and authorities so delegated to him as aforesaid.

### 10.3 **RESIDENT ENGINEERS**

Resident Engineer/Engineers shall mean the Engineer/Engineers to be appointed by the Owner to execute the works at the site. The Contractor shall afford him every reasonable facility for so doing but the Engineer/s shall not be authorized to relieve the Contractor in any way of his duties or obligation under the Contract. Any written notice from the Engineer/s pointing out the defects in materials or workmanship shall have the effect of a similar notice given by the Engineer under clause entitled remedy of defects except that the Contractor may appeal to the Engineer for his decision in the matter.

## 11. **SUPERVISION OF CONTRACTOR**

The Contractor, upon award of the Contract shall, in addition to a Project Coordinator, nominate another responsible officer as his representative at site suitably designated for the purpose of overall responsibility and coordination of the works to be performed at site. Such persons shall function from site office of the Contractor during the period of Contract. Any written order or instruction of the engineer or his duly authorized representative shall be communicated to the said authorized resident representative of Contractor and the same shall be deemed to have been communicated to the Contractor.

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

- 12.1 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.
- 12.2 The Contractor shall not sublet any part of the works without prior written consent of the engineer/Owner.
- 12.3 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 subcontractor, his agents, servants or workman as fully as if those were the acts, defaults, and neglects of the Contractor, his agents, servants or workmen.
- 12.4 The engineer in charge 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 provided that the Contractor shall not be bound to disclose the sub Contract value. The Contractor shall supply the engineer in charge with full technical and commercial details of orders placed on his sub-Contractors. The technical specification of all the items ordered on sub-Contractor shall be subject to the approval of engineer in charge

## 13.0 **CONTRACT DRAWINGS**

These should be as per Technical specification. And the all the Drawings as per technical Specification and should be approved by SE EHV PC Pune.

## 14.0 **MISTAKES IN DRAWINGS**

- 14.1 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 drawings and information supplied by the engineer.

- 14.2 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.

## **15.0 EFFECT AND JURISDICTION OF CONTRACT**

- 15.1 The Contract shall be considered as having come into force from the date of the issue of Letter of Award, by the Owner.
- 15.2 The laws applicable to this Contract shall be the laws in force in India. The Courts of Pune shall have exclusive jurisdiction in all matters arising under this Contract.

## **16.0 LANGUAGE AND MEASURES**

All documents pertaining to the Contract including specification, schedules, notices, correspondence, drawings or any other writing shall be written in English language Only. The metric system of measurement shall be used exclusively in the Contract.

## **17.0 WORKMANSHIP & MATERIALS**

- 17.1 The plant and/or the work shall be manufactured, constructed, provided, put in possession, carried out and maintained in all respect with workmanship and material of the best and most substantial and approved qualities to the entire satisfaction of the Engineer, who may reject any plant, apparatus, material or workmanship which shall in his opinion be defective in quality and such rejection shall be final and binding on the Contractor. The Contractor shall at his own expense provide all materials, labour, haulage, tools, tackles apparatus and all things necessary to execute and complete the work and plant in manner aforesaid.
- 17.2 All materials used shall be high graded, free from defects and imperfection & unused. Materials shall, conform to the latest specifications of BIS, where applicable & it should be as per MSEDCL OR MSETCL specification. And all the specifications drawings should be approved from SE EHV PC Pune.
- 17.3 All the materials should be brought from MSETCL'S approved Vender.
- 17.4 All work shall be performed and completed in accordance with the best shop practice. Manufacture, of high grade equipment castings shall be free from blow-holes, flaws, cracks or other defects and shall be smooth, close-grained and of free form and dimensions. All materials, supplies, parts, supplied under this Contract shall be tested.

## **18.0 PATENT RIGHTS & ROYALTIES**

- 18.1 Royalties and fees for patents covering materials, articles, apparatus, devices, equipments or processes used in the Works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Owner indemnified in that regard. The Contractor shall, at his own cost and expenses, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works and in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against

the Owner, the same shall be defended at the cost and expenses of the Contractor who shall also satisfy/ comply the decree, order or award made against the Owner. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment or any part thereof furnished by the Contractor is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall, at his option and at his own expense, either procure for the Owner the right to continue use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so that it becomes non-infringing.

- 18.2 The Contractor shall be responsible for the observance by his sub-contractors of the foregoing.

#### **19.0 PACKAGING, FORWARDING AND TRANSPORTATION, ETC.**

- 19.1 The Contractor shall be fully responsible for packaging, loading forwarding, transportation by railways or any other authorized mode of transport, clearance of equipment and further transportation at site unloading to place of works/storage yards etc, in respect of material in his scope/possession.

- 19.2 **The Contractor wherever applicable shall, after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail/road or any other authorized mode of transport. The Contractor shall be held responsible for all damages/ losses due to improper packing.**

- 19.3 The contractor shall also be fully responsible for safe transportation of owner dismantled material to be issued from his stores by owner for the works against contract.

#### **20.0 INSPECTION, TESTING & INSPECTION CERTIFICATE:**

Whenever necessary, the inspection of materials at the respective manufactures works will be done by the owner's representative at your cost & the dispatch clearance will be issued if the materials are found to be in order. As per technical specifications.

#### **21.0 DEMURRAGE AND WARFAGE, ETC.–**

When the materials are despatched 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, despatch 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.

#### **22.0 PROGRESS REPORT**

The Contractor shall submit reports to the engineer showing the progress of the dismantling work executed by the Contractor. The Contractor shall also furnish to the engineer such other information as the various stages of execution of the works to suit the completion of work. The Contractor shall be responsible for the proper loading, transportation, unloading & stacking of dismantled material and also for notifying the engineer of the details of the same and delay thereto.

**23.0 CO-ORDINATION MEETINGS**

- 23.1 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.
- 23.2 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.

**24.0 TIME THE ESSENCE OF CONTRACT**

- 24.1 The work shall be completed within 3 months from the date of handing over site. The time stipulated in the contract for the completion of works shall be deemed to be the essence of the contract. The contractor shall so organize his adequate and skilled resources as work has be carried out during outage period & perform his work as to complete it not later than the date agreed to.
- 24.2 The Contractor shall submit a detailed PERT network/ Bar chart and activity schedule 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 network shall also indicate the inter face facilities to be provided by the Owner and the dates by which such facilities are needed. The contractor shall discuss the network so submitted with the Owner and the agreed network which may be in the form as submitted or in revised form, in line with the outcome of discussions during finalization of contract shall form part of the Contract. During the performance of the contract, if in the opinion of the Engineer proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress.
- 24.3 The above PERT network/bar chart shall be reviewed and periodic review reports shall be submitted by the contractor as directed by the Engineer.

**25.0 FORCE MAJEUR**

- 25.1 The following clauses which substantially affect the performance of the Contract shall only be considered as force majeure conditions.
- a) Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics.
  - b) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, and embargoes.

Provided the party affected by the 'Force Majeure' shall within fifteen (15) days from the occurrence of such a clause, notify the other party in writing of such cause with sufficient documentary proof.

- 25.2 Notwithstanding any provision under clause 34.1, the Owner shall not 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 strikes, shortages of labour or workmen or lockout, breakdown or accident to machinery or accidents of whatever nature, These causes shall not be treated as 'Force Majeure' but subject to the provision and stipulation made in clause of liquidated damages for late delivery/execution.

- 25.3 The Contractor or the Owner shall not be liable for delays in performing their respective obligations resulting from any force majeure causes as defined above. The date of completion will be extended by a reasonable time by mutual agreement.
- 25.4 In case of damage or destruction of any property or equipments belonging to the Contractor due to force majeure causes, the Owner shall not be liable for the same.
- 25.5 The Owner shall have the right to inform the Contractor not to ship 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.

## **26.0 EXTENSION OF TIME LIMIT FOR COMPLETION**

- 26.1 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 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 here in above mentioned.

## **27.0 LIQUIDATED DAMAGES**

- 27.1 If the Contractor fails to complete all the works within the time frame stipulated as completion period or within any extension of time granted by the Owner, the Owner shall levy liquidated damages for breach of Contract without prejudice to any other rights and/or remedies provided for the Contract in case the progress is not to the satisfaction of owner.
- 27.2 The liquidated damages shall be levied at 1/2% (half percent) of the total Contract price per week of delay subject to **maximum of 10% (Ten percent)** of the Contract price for the entire scope of work. In case of such maximum delay, The Contract may be terminated by the Owner and the balance work shall be completed by the Owner at the risk and cost of the Contractor. **The Contractor shall submit the financial securities in the form of BG equivalent to maximum amount of LD.**

## **28.0 TERMS OF PAYMENT:**

- 28.1 The payment to the contractor for the performance of the works under the contract shall be made by the owner as per guidelines and conditions specified herein. All payments made during the contract shall be on account payee only. The final payment shall be made on completion of the whole work as per the contract and on fulfillment by the contractor of all his liabilities under the contract.
- 28.2 The owner shall make progressive payments as and when those are due as per the payment schedule. Payment shall become due and payable by the owner within 45 days from the date of receipt of contractor's bills/invoices (except final bill) by the Owner, provided the documents submitted with the invoices are complete in all respects. The contractor shall submit the bill invoice in triplicate.

**29.0 TERMS OF PAYMENT**

- 29.1 The payment to the contractor for the performance of the works under the contract shall be made by the owner as per guidelines and conditions specified herein. All payments made during the contract shall be on account payee only. The final payment shall be made on completion of the whole work as per the contract and on fulfillment by the contractor of all his liabilities under the contract.
- 29.2 The owner shall make progressive payments as and when those are due as per the payment schedule. Payment shall become due and payable by the owner within 45 days from the date of receipt of contractor's bills/invoices (except final bill) by the Owner, provided the documents submitted with the invoices are complete in all respects

**30.0 MODE OF PAYMENT TO CONTRACTOR**

All payment due to the Contractor shall be paid only by 'Account Payee Cheque or Online payment'.

- 30.1 The Contractor shall present his invoice for the works done. After verification of such invoice by Owner, all items having financial value shall be entered and certified in Owner's Measurement Book by the "Engineer In charge" and these certified invoices along with relevant supporting documents complete in all respect shall be presented for payment.
- 30.2 The work is to be measured as per standard procedure. The measurement shall be taken jointly by persons duly authorized on the part of Owner and by the Contractor.
- 30.3 If, at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expense towards such re-measurement shall be borne by the Contractor.
- 30.4 The Contractor shall bear the expenditure involved, if any, in making the measurement. The Contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.
- 30.5 The measurement entered in the measurement books and the bills prepared shall be signed and dated by both the Contracting parties.
- 30.6 The Contractor will have to intimate in writing to the engineer for the proposed date of measurement. If the Contractor does not intimate and carry out measurement in time, the Engineer shall have the powers to proceed by himself to take measurement in which case the measurement shall be accepted by the Contractor as final.
- 30.7 Passing of measurement as per bills does not mean to acceptance or the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by Engineer.
- 30.8 The Contractor shall be directly responsible for payment of wages to his workmen.
- 30.9 The payment for the works shall be made directly to the Contractor by the Owner.
- 30.10 **PAYMENT SCHEDULE**

**a) For supply of Material/Equipments:**



- i) 60% of the cost of supplied items will be paid within 60 days from the date of receipt at site.
- ii) Balance 30% of the equipment cost shall be payable within 60 days from the date of erection of equipments and further balance 10% from the date of successful commissioning (or from the date of readiness for commissioning in all respects, duly tested at rated voltage) of the respective package and on production of necessary documents duly certified by the owner's site engineer.

**b) For Erection, Testing & Commissioning (ETC):**

- i) 90% of the charges towards ET C shall be paid within 60 days from the date of erection of equipment.
- ii) Balance 10% shall be paid within 60 days from the date of successful commissioning (or ready for commissioning in all respects, duly tested at rated voltage) on production of necessary documents duly certified by the owner's site engineer. The payment period of 60 days as stated above shall commence from the date of receipt (in the purchaser's office) of all the relevant documents, complete in all respects, supporting the claim(s) for payment.

**c) Mode of Payment to Contractor:**

All payment due to the contractor shall be paid only by Account Payee cheques/ Online payment. The Contractor shall present every month his invoice for the supply/works done in the Preceding month. The invoice/bill for supply/works should be separately submitted.

**31.0 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.

**32.0 CONTRACTOR'S DEFAULT**

- 32.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained. Should the Contractor fail to comply with the notice within thirty(30) days from the date of service thereof then and in any such case, the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or, if the Owner shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the Contract, to take the works wholly or in part of the Contractor's hand and re-Contract with any other person or persons to complete the works or any part thereof and in that event the Owner shall have free use of Contractor's all equipment that may have been at the time on the site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply any balance money which may otherwise be due on the Contractor thereof as may be necessary, to the payment of the cost of executing the said part of the works or completing the works, as the case may be. If the cost of completing the works or executing a

part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. The Owner shall have the right to terminate the Contract in case of Contractor's default.

- 32.2 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of works as defined in Contract.
- 32.3 The termination of the Contract under this clause if affected by the Owner shall not entitle the Contractor to reduce the value of the performance guarantee nor the time thereof. The performance guarantee, shall be valid for the full value and for the full period of the Contract including 90 days after settlement of final bill

### **33.0 TERMINATION OF CONTRACT**

- 33.1 The Owner may upon written notice of default by the Contractor, terminate the Contract in the circumstances detailed hereunder:
- a) If, in the opinion of the Owner the Contractor fails to make completion of work within the time specified in the Contract agreement or within the extended period of delivery granted by the Owner.
  - b) If in the opinion of the Owner, the Contractor fails to comply with any of the other provisions of the Contract including technical requirements, statutory provisions etc.
- 33.2 In the event the Owner terminates the Contract in whole or in part as provided above, the Owner reserves the right to purchase the materials/equipments and get work executed as deemed by the Owner to be similar to the one contracted for, upon such terms and in such manner as the Owner may deem proper and the Contractor shall be liable to the Owner for any additional cost for such similar works.
- 33.3 If the Contract is terminated under the provisions of this clause, the Owner, in addition to any other rights that he may have in terms of the Contract, may require the Contractor to transfer title and deliver to the Owner and in the manner as directed by the Owner,
- a) Any completed equipment/works.
  - b) Such partially completed equipments, works, drawing, information and Contract rights as the Contractor has specifically produced or acquired for the performance of such parts of this Contract which has been terminated
- 33.4 The Owner shall pay to the Contractor the Contract price for the completed equipment delivered to and accepted at the rates as provided for in the Contract or where no rates are provided for in the Contract, at the rates deemed reasonable by the Owner after deduction by the Owner for the additional expenses incurred by him in getting the balance equipment from agencies other than the Contractor.
- 33.5 In all such cases where the Contract has been terminated due to Contractor's defaults, the decision of the Owner regarding the reasonability of the price for the parts completed and accepted and for which no rates are available in the Contract shall be final and binding on the Contractor.

### **34.0 REJECTION**

- 34.1 In the event any of the equipment supplied/work done by the Contractor is found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract even after rectification by the Contractor during the guarantee period, the Owner shall have the right to reject part or the whole of the work and call upon the Contractor to rectify the work by a new one at his own expenses. If the Contractor fails to do so the Owner may either replace or rectify work and charge to the Contractor the excess cost incurred by the Owner for replacement with a 15% overhead expenditure to cover the Owner's cost or terminate the Contract for Contractor's default as provided for in the Contract.
- 34.2 In the event the Contractor is unable to replace the rejected material within reasonable time, the Owner reserves the right to acquire the said work at a reduced price considered equitable under the circumstances and the decision of the Owner as regards such reduced price shall be binding on the Contractor.

### **35.0 DELAYS BY OWNER OR HIS AUTHORISED REPRESENTATIVES**

- 35.1 In case the Contractor's performance is delayed due to any act of omission on part of the Owner or his authorized representatives, then the Contractor shall be given due extension of time for the completion of the works to the extent such omission on the part of the Owner has caused delay in the Contractor's performance of his work.
- 35.2 The Contractor desirous of extension of time for completion of work on this ground shall apply in writing to the engineer well in advance before the expiry of the stipulated period of completion. Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer shall be final.
- 35.3 No additional costs will be payable on account of this occurrence.
- 35.4 If in the opinion of the Engineer such suspension of work is not due to any default on the part of the Contractor, the time for completion of the works shall be extended for a period corresponding to the duration of suspension of works without any additional costs to MSETCL.

### **36.0 MODIFICATION & RECTIFICATION:**

- 36.1 The modification, rectification, rework, revamping (in brief, any work done to change the existing state to the desired state) and also fabrication all or any, as are needed due to any change in or deviation from the drawing and design of equipment, operation/maintenance requirement, mismatching, transit damages and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, if are required to be done, no extra charges shall be paid to the Contractor.
- 36.2 For the above work, any material and consumable required will also have to be arranged by the Contractor at his cost.
- 36.3 All the above type of work shall preferably be carried out by separate personnel. Diversion of regular working personnel for such work shall not be permissible and no delay or slow progress should be caused due to executing such works. The Contractor shall not be liable for extension in contract period for carrying out such works.

- 36.4 If any rectification is suggested by Engineer-In-Charge, with in settlement of final bill the agency should carry out the same and submit all related deliverables to this office. No extra charges will be given for any modification or rectification.

### **37.0 COMPLETION OF CONTRACT**

Unless otherwise terminated under the provision of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the guarantee period as provided for under the clause entitled 'Guarantee' and upon release of last payment to the Contractor by the Owner, whichever is later.

### **38.0 ARBITRATION**

#### **38.1 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 C.E. and the C.E. shall (within 120 days after receipt of the contractor`s representation make and notify decisions of all matters to by the contractor in writing.

#### **38.2 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.

- 38.3 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 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 MSETCL 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.

- 38.4 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. 36.1.4 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 Board shall be discharged and released of all liabilities under the contract in respect of these claims.

#### **38.5 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 MSETCL 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.

- 38.5.1 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 MSETCL OR serving or retired officer of the MSETCL/Government not below the grade of C.E. or equivalent nominated by the Chairman of the MSETCL 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 MSETCL.
- 38.5.2 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 a 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 MSETCL 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 contractors nominee. The Chairman shall appoint at least one of them as contractors 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.
- 38.5.3 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, at its discretion proceed with the reference from the stage at which it was left by the previous arbitrator(s).
- 38.5.4 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.
- 38.5.5 While appointing arbitrator(s) as above, due care shall be taken that he/they is/are not the one/those that had an opportunity to deal with the matters 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 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.
- 38.5.6 Arbitral award shall state item wise, the sum and reasons upon which it is based.
- 38.5.7 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.
- 38.5.8 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.

- 38.5.9 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.
- 38.5.10 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.
- 38.5.11 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 MSETCL 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 22 further that the arbitrators who are in service of Govt./MSETCL shall draw fees at half of the rates mentioned above.
- 38.5.12. MSETCL 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.
- 38.5.13 the arbitral proceedings should be completed and the award be finalized within one year from the date of appointment of arbitrators
- 38.5.11 the arbitral proceedings should be completed and the award be finalized within one year from the date of appointment of arbitrators.
- 38.5.12 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.

### **39.0 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 work so far as is necessary in the opinion of the Engineer. If such suspension is not due to any default on the part of the Contractor the time for completion of the works shall be extended for a period corresponding to the duration of the suspension of works

### **40.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE**

- 40.1 The owner reserves the right to terminate the contract either in part or in full for reasons other than those under clause 'Contractor's Default'. The owner shall in such an event give fifteen (15) days notice in writing to the contractor of his decision to do so.
- 40.2 Contractor upon receipt of such notice, shall discontinue the work on the date and time specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and upon terms satisfactory to the Owner, stop all further sub-Contracting or activity related to the work terminated and assist the Owner in maintenance, protection and disposition of the works acquired under the Contract by the Owner.
- 40.3 In the event of such a termination, the Contractor shall be paid reasonable compensation dictated by the circumstances prevalent at the time of termination for the executed work.

### **41.0 POWER TO VARY OR OMIT WORK**

- 41.1 No alterations, amendments, omissions, suspensions or variations (hereinafter referred to as "Variation") of the works under the Contract as detailed in the Contract Documents shall be made by the Contractor except as directed in writing by the Engineer, but the engineer shall have full powers subject to the provisions hereinafter contained from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though they said variations occurred in the Contract documents. If any suggested variation would, 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, Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract price as the case may be.
- 41.2 In the event of the Engineer requiring any variation, such reasonable and proper notice shall be given to the Contractor to enable him to make his arrangement accordingly, and in cases where any work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.
- 41.3 In any case in which the Contractor has received instructions from the Engineer as to the requirements of carrying out the altered or additional substituted work which either then or later on will, in the opinion of the Contractor, involve a claim or additional payment, the Contractor shall immediately and in no case later than thirty (30) days after receipt of the instructions aforesaid, and before carrying out the instructions advise the Engineer to that effect. But the Engineer shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same are confirmed in writing by the Engineer.
- 41.4 If any variation in the works results in reduction of Contract price, the parties shall agree in writing as to the extent of any change in the price.
- 41.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall prevail.
- 41.6 Not-with-standing anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing during the execution of the Contract, to vary the quantities of the items or groups of items. The contractor shall carry out such variations and be bound by the same conditions; as though they said variations occurred in the contract Documents.

#### **42.0 ENFORCEMENT OF TERMS**

The failure of either party to enforce at any time any of the provisions of this contract or any rights in respect thereto or to exercise any option herein provided shall in no way be construed to be a waiver of such provisions, rights or options 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 under the contract.

#### **43.0 ACCESS TO SITE AND WORKS ON SITE**

- 43.1 The works shall be carried out at such time as the Owner may approve and the Owner shall give the Contractor facilities as brought out in the contract for carrying out the works.

- 43.2 In the execution of the works, no persons other than the Contractor or his duly appointed representative, sub-contractor and workmen, shall be allowed to do work on the site, except with the special permission, in writing, of the engineer or his representative.

#### **44.0 LINES AND GRADES**

- 44.1 All the works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and layout the work. Basic horizontal and vertical control points will be established and marked by the Engineer at site at suitable points. These points shall be used as datum for the works under the contract. The Contractor shall inform the Engineer well in advance of the times and places at which he wishes to do work in the area allotted to him, so that suitable datum points may be established and checked by the Engineer to enable the Contractor to proceed with his work. Any work done without being properly located may be removed and/or dismantled by the Engineer at Contractor's expense.
- 44.2 If any time during the progress of works any error shall appear or arise in the position, levels, dimension or alignment of any part of the work, the Contractor on being required to do so by the Engineer or Engineer's representative shall at his expense, rectify such error.
- 44.3 The Contractor shall carefully protect and preserve all bench marks, reference points, pegs and other things used in setting out, locating and layout of the works.

#### **45.0 CONTRACTOR'S MATERIAL BROUGHT TO SITE**

- 45.1 The ownership of contractor's all goods, tools and plants shall, from the time of their being brought to site, vest in the owner, and these may be used for the purpose of the works and shall not on any account be removed or taken away by the Contractor from the site without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 45.2 The Owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under in respect of or by reasons of the contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.
- 45.3 After the completion of the works, the Contractor shall remove from the site under the direction of the Engineer the materials such as construction equipment, erection tools and tackles, etc. with the written permission of the Engineer. If the Contractor fails to remove such materials within fifteen (15) days of issue of a notice by the Engineer to do so, then the Engineer shall have the liberty to dispose of such materials as detailed above and credit the proceeds thereto to the account of the Contractor after deducting reasonable expenses incurred by the Engineer for such disposal.

#### **46.0 CO - OPERATION WITH OTHER CONTRACTORS AND OWNER**

- 46.1 The Contractor shall co-operate with all other Contractors or tradesmen of the Owner, who may be performing other works on behalf of the Owner and the workmen who may be employed by the Owner in the vicinity of the works under the Contract. The Contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible, interference with the work of other Contractors and his workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Owner, due to the Contractor's work shall promptly be made good at his own expense. The Engineer shall



determine the resolution for any difference or conflict that may arise between the Contractor and other Contractors or between the Contractor and the workmen of the Owner in regard to their work. If the works of Contractor are delayed because of any acts/omissions on the part of another Contractor, the Contractor shall have no claim against the Owner other than an extension of time for completing his works

- 46.2 The Engineer shall be notified promptly by the Contractor of any defects in other Contractor's works that could affect the Contractor's works. The Engineer shall determine the corrective measures, if any, required rectifying this situation after inspection of the works and such decisions by the Engineer shall be binding on the Contractor.

**47.0 WORK TO BE OPEN TO INSPECTION AND CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT**

- 47.1 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.

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

- 48.1 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.

**49.0 REMEDY OF DEFECTS**

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

- a) decide that any work done or plant supplied or materials used by the Contractor or any contractor is/are defective or not in accordance with the contract or that the works or any portion thereof are defective or do not fulfil the requirements of the contract (all such matters being here-in after in this clause called 'defects') and
- b) 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
- c) 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. The rework all plant provided by the contractor to replace defective plant shall comply with the contract. The Contractor shall be entitled to rework remove and retain all plant that the Owner may have replaced at the Contractor's cost. In case of failure of the contractor to rework 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.

## **50.0 EMPLOYMENT OF LABOUR**

- 50.1 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.
- 50.2 All travelling 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.
- 50.3 The Contractor's employees shall wear identification badges while on work at site.
- 50.4 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.
- 50.5 As far as possible, unskilled workers shall be engaged from the local area in which the work is being executed.
- 50.6 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.
- 50.7 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.
- 50.8 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.
- 50.9 The Contractor shall fulfil all his obligations in respect of accommodation including proper medical facilities for the personnel employed by him.
- 50.10 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.

## **51.0 DISCIPLINE OF WORKMEN**

- 51.1 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

51.2 Only skilled and experienced labors should carry out the work.

#### **52.0 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.

#### **53.0 CLEANLINES**

53.1 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.

53.2 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.

53.3 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.

#### **54.0 FIRST AID**

The Contractor shall provide necessary first aid facilities for all his employees, representatives and workmen working at the site. Enough number of Contractor's personnel shall be trained in administering first aid.

#### **55.0 SECURITY**

The Contractor shall have total responsibility for all equipments and materials in his custody stored, loose, semi-assembled and/or erected by him at site. The Contractor shall make suitable security arrangements to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the work site only with the written permission of the Engineer in the prescribed manner. It shall be the responsibility of the Contractor to arrange for security till the works are finally taken over by the Engineer.

#### **56.0 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.

## **57.0 WORKS & SAFETY REGULATIONS**

- 57.1 The Contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or to others working at site.
- 57.2 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. 55.3 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.
- 57.3 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.
- 57.4 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.

## **58.0 ELECTRICAL SAFETY REGULATIONS**

- 58.1 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.
- 58.2 The Contractor shall employ the necessary number of qualified, full-time electricians to maintain his temporary electrical installation, wherever necessary.

## **59.0 INSURANCE**

The Contractor at his cost shall arrange, secure and maintain comprehensive insurance as may be necessary and for all such amounts 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 Contract.

Tentative cost of owner supplied material is Rs 1,41,26,145/-

**60.0 INDEMNIFICATION OF OWNER**

- 60.1 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.
- 60.2 The Contractor shall necessarily indemnify the owner in all these respects and the indemnification and insurance policy shall be to the approval of Engineer.
- 60.3 The recommended value for the third party insurance policy to be taken by the Contractor is as follows:
- a) Maximum liability for injury to any person. : Rs.1,00,000/-
  - b) Maximum liability for any one accident. : Rs.2,00,000/-
  - c) Maximum liability for total number of accidents: Rs.10,00,000/- during the contract period.
- 60.4 If the total liability exceeds Rs. 10/- 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.

**61.0 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.

**62.0 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.

**63.0 COMPREHENSIVE GENERAL LIABILITY INSURANCE**

- 63.1 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 "Defence of Suits".
- 63.2 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.
- 63.3 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.

**64.0 GUARANTEE/WARRANTY**

- 64.1 The Contractor shall warranty that the equipments/materials will be new and in accordance with the Contract documents and will be free from defects in material and workmanship for a period of **two years from the date of final acceptance of the works by the Owner**. Any defect developed due to defective materials and/or workmanship during testing and commissioning of the equipments or during the guarantee period of two years from the date of final acceptance of work by the Owner, shall be rectified or made good by the Contractor at his own cost. The Contractor's liability shall be limited to repair/replacement of any defective part in the equipment of his own manufacture or those of his sub-Contractor and arising from faulty, design, materials and/or workmanship. All costs for the repair and/or replacement of defective parts such as dismantling, re-erection, supply, transportation, etc. shall be to the account of the Contractor.
- 64.2 No repairs or replacement shall normally be carried out by the Engineer when the plant is under supervision of Contractor's supervisory engineers. In the event of emergency, where in the judgement of the Engineer, delay would cause serious loss or damage, repairs or adjustment may be made by the engineer or a third party chosen by the engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event the cost of such action is taken by the engineer, the Contractor will be notified promptly and he shall assist wherever possible in making the necessary corrections. This shall not relieve the Contractor's liability under the terms and conditions of the Contract.
- 64.3 If it becomes necessary for the Contractor to replace or renew any defective portion of the plant under this clause, the provision of this clause shall apply to the portion of the plant so replaced or renewed until the expiry of two year from the date of such replacement of renewal.
- 64.4 The acceptance of the works by the engineer shall in no way relieve the Contractor of his obligation under this clause.
- 64.5 If at any time during the guarantee period, it shall appear to the engineer that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work 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, notwithstanding the fact that the work or materials or articles complained of may have been inadvertently passed, certified and paid for the Contractor shall be found forthwith to rectify, to remove and reconstruct the work so specified in whole or in part, as the case may require or, if so required, to remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost.
- 64.6 In the event of the Contractor failing to remove the defect within the time specified by the engineer, the Owner may proceed to undertake the removal of such defect at the Contractor's risk and expense, without prejudice to any other rights and recover the same from performance bank guarantee/other dues.
- 64.7 The Contractor shall promptly provide adequate staff at site during the guarantee period to attend to defects, if any.

## **65.0 BANKRUPTCY**

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 to the receiver or liquidator or to any 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.

## **6.0 NOTICES**

- 66.1 Any notice to be given to the Contractor under the terms of the Contract shall be served by sending the same by registered post or leaving the same at the Contractor's principal place of business (or in the event of the Contractor being a company to or at its registered office).
- 66.2 Any notice to be given to the owner under the terms of the contract shall be served by sending the same by registered post at the owner's address.

## **67.0 DETAILS CONFIDENTIAL**

The Contractor shall treat the Contract and everything contained therein as private and confidential. In particular the Contractor shall not publish any information, drawing or photograph concerning the works and shall not use the sites for the purpose of advertising except with the written consent of the Engineer and subject to such conditions as he may prescribe.

## **68.0 POLICY FOR BIDS UNDER CONSIDERATION**

The bids shall be deemed to be under consideration immediately after those are opened and until such time official intimation of award/rejection is made by the Owner to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/or his employees/representatives on matters related to the bid under consideration. The Owner if necessary shall obtain clarifications on the bid by requesting for such information from any or all the bidders in writing as may be necessary.

## **69.0 EVALUATION CRITERIA**

As already stated elsewhere in this specification, prices are to be quoted in the relevant bid-proposal sheet. The evaluation shall be on based on net total offer price quoted by bidder after loading an amount of discounts, taxes or any other additions/deletions.

## **70.0 MODE OF AWARD OF CONTRACT**

The contract is to be treated as individual contract. The contract shall include all applicable taxes, duties, cesses etc. in specification. The concessional forms such as 'E', 'C' etc. will be issued to the contractor. The bidder shall note this point while quoting the prices against this invitation of bid.

## **71.0 ACCEPTANCE OF BIDS**

The Owner does not bind himself to accept the lowest or any bid neither will any reason be assigned for the rejection of any bid or part of the bid. It is also not binding on the Owner to disclose any analysis report on bids.

**72.0 WITHDRAWAL OF INVITATION TO BID**

While the Owner has floated this public tender and has requested bidders to submit their proposals, the Owner shall always be at liberty to withdraw this invitation to bid at any time before its acceptance.

**73.0 RESENTATIVE/AGENT OF BIDDER**

All the bidders are requested to mention the name of their authorized representative/agent, if any, with full address in the offer.

In case the representative/agent is changed during the course of execution of the Contract, such changes shall be notified by the Contractor, failing which, the Owner shall not accept any responsibility.

**74.0 SIGNING OF CONTRACT**

Within 15 days from the date of receipt of the work order, the Contractor shall have to enter into an agreement with the Owner for the contract in the approved Performa of agreement of the Owner. Until the agreement is executed, the Owner 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 agreement shall be borne by the contract.

(S.S.Gedam)  
Executive Engineer  
EHV Project Division-II, Pune



## **SECTION-III**

### **INSTRUCTIONS TO BIDDERS**

#### **1.0 GENERAL INSTRUCTIONS**

- 1.1 Owner invites bids in respect of work to be done as set forth in the accompanying specifications. All bids are required to be prepared and submitted in accordance with the instructions, set forth hereinafter.
- 1.2 Owner reserves the right to accept any bid or reject any or all bids or cancel/ withdraw invitation to Bid without assigning any reason for such decision. Such decision of the Owner shall not be subject to question by any bidder and Owner shall bear no liability whatsoever for such a decision

#### **2.0 COST OF BIDDING**

All the costs and expenses incidental to preparation of the bid, pre-award discussions, technical and other presentations including any demonstrations, etc. shall be to the account of the Bidder and Owner shall bear no liability whatsoever towards such costs and expenses regardless of the conduct or outcome of the bidding process.

#### **3.0 UNDERSTANDING OF BID DOCUMENT**

- 3.1 The bidder is expected to examine all instructions, terms and conditions, forms and specifications in the Bid Document and fully inform himself as to all the conditions and matters which may in any way affect the works or the cost thereof.
- 3.2 Further, failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of his bid.

#### **4.0 AMENDMENT OF BIDDING DOCUMENTS**

- 4.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding documents by amendment.
- 4.2 The amendment will be displayed on MSETCL SRM E-tender site.
- 4.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at his discretion, extend the deadline for the submission of bids.

#### **5.0 PRICES AND CURRENCIES**

- 5.1 The Bidders shall quote the prices inclusive of all duties & taxes in the prescribed schedule. Bidders quoting a system of pricing other than that so specified run the risk of rejection. Unit prices shall also be quoted for various items, which shall not be considered for evaluation of the tender.

5.2 The bidders shall indicate the bid price in Indian Rupees only.

## **6.0 EARNESTS MONEY DEPOSIT (EMD)**

6.1 Notwithstanding whether the bidder has already deposited a bank guarantee with the Owner, an amount of 1% of the estimated cost i.e. **Rs. 18,670.16/-** shall be paid as EMD along with the technical bid.

6.2 The EMD as above shall also be submitted by those bidders who are public Sector Undertaking or belong to small A scale Industries, No exemption on these grounds can be considered & all Undertakings of the State Govt., Govt. of India or local bodies including those classified as Small Scale Industries shall furnish BSD as specified.

**6.3 The EMD can be paid online. The scanned copy of online transaction shall be enclosed with Technical Bid.**

6.4 The request for paying EMD after opening of tender will not be considered. The EMD will be refunded only after the finalization of work order & submission of Application along with all details of online payment for the unsuccessful bidder Earnest Money Deposit will be refunded immediately after the payment of security deposit & submission of application along with all details of online payment.

The EMD will be forfeited by the MSETCL if.....

- a) Tenderer withdraws the tender offer during validity.
- b) The successful Tenderer fails to sign contract/to pay the security deposit within given period.

## **7.0 SIGNING OF BIDS**

7.1 The Bid must contain the name and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature. All pages of bid drawings and other documents shall be initialed at the lower right hand corner with ink only and signed where required by the bidder.

7.2 Bid by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation(s) of the authorized partner(s) or other authorized representative(s).

7.3 Bid(s) by corporation/Company must be signed with the legal name of the Corporation/Company and by the President, Managing Director, Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.

7.4 A bid by a person who affixes to his signature the word ‘President’, ‘Managing Director’, ‘Secretary’, ‘Agent’ or other designation without disclosing the details concerning the principal on whose authority he is signing the bid, will be rejected.

7.5 Satisfactory evidence of authority of the person(s) signing on behalf of the Bidder shall invariably be furnished with the bid.

7.6 The Bidder’s name stated on the proposal shall be the exact legal name of the firm.

- 7.7 Erasures or other changes in the Bid including the proposal documents shall be initialed by the person(s) signing the bid.
- 7.8 Bids not conforming to the above requirements of signing may be disqualified.

## **8.0 INFORMATION REQUIRED WITH THE BID**

- 8.1 Bidder shall submit complete information as required under the relevant schedules of the accompanying bid forms and price schedules.
- 8.2 In case the information contained in the bid is in contradiction with the requirements of the specification, the specification requirements will govern, unless otherwise brought out clearly in the schedule of deviations.
- 8.3 If the bidder deliberately gives wrong information in his bid to create circumstances for the acceptance of his bid, the Owner reserves the right to reject such bid and/or cancel the order if placed.
- 8.4 Bid submitted shall be for the complete scope of work as envisaged in the owner's specification. Bid submitted for partial scope of work will not be acceptable.

## **9.0 VALIDITY OF BID**

**Validity of the offer should be for a period of 120 days from the due date of opening of the bid.**

## **10.0 DOCUMENTS COMPRISING THE BID**

The Bidder should upload the bid on SRM e-tendering website of MSETCL (<https://srmetender.mahatransco.in>). The documents to be uploaded are as mentioned below. Techno-Commercial Bid comprising of following documents

- a) Screenshot of Bid Security deposit Bank Transaction.
- b) Screenshot of tender document purchase Bank Transaction.
- c) Documentary proof of meeting the Qualifying Requirements
- d) Consortium agreement (in case of Consortium)
- e) Power of Attorney of authorized person signing the Bid documents/contract agreement.
- f) Bar chart indicating the Tentative schedule of Activities for S/S.
- g) Form of deviation from specifications i.e., Schedule - A
- h) Complete details regarding Financial, Technical and organizational capability/ structure etc. of the bidder shall be submitted for the assessment of the Owner. Only relevant information is to be furnished.
- i) Documents related to Annual Turnover & Net Worth duly certified by Chartered accountant
- j) Bidders undertaking to submit Comfort Letter from nationalized or Scheduled Bank

Note: - 1) All pages should be numbered properly and indexed at starting page of the bid.  
 2) All the uploaded documents should be as per qualifying requirement clause nos.  
 Price Bid comprising of following documents

- a) Price Schedule Abstract
- b) Supply Price Break-Up
- c) ETC Price Break-Up

(The offer quoted in percentage should be equally loaded to all the items in price schedule of Supply part, Erection part respectively).

## **11.0 SUBMISSION OF BIDS**

- 11.1 The bidder should submit their offer (both technical & commercial) online on the SRM e-tendering website of MAHATRANSCO. Also one copy in physical form of all the enclosures of the technical offer at the time of Bid submission except Price Bid.
- 11.2 The offers not conforming to above clause are liable to be rejected.
- 11.3 All the proposals must be submitted by the bidder in sealed inner & outer envelopes duly super scribing the details as per clause 11.4 below & shall be addressed to:
- The Executive Engineer  
EHV Project Division-II, Pune-11.
- 11.4 The envelopes shall indicate clearly the name of the bidder & his address. In addition, the left hand corners of the inner & outer envelopes or containers shall indicate the owner's specification number & the bid opening date & time. If the envelope is not sealed & marked as above, the owner will assume no responsibility for the Bid's misplacement or premature opening.
- 11.5 The Owner reserves the right to reject any bid which is not submitted in accordance with the instructions stipulated above.
- 11.6 The Owner may, at his discretion, extend the dead line for submission of bids by amending bidding documents in which case all rights and obligations of the Owner and bidders subject to the previous dead line will thereafter be subjected to the dead line as extended.
- 11.7 Any bid received by the Owner after the deadline for submission of bids prescribed by the Owner in clause 2.5 of Section – I of this specification will be rejected and/or returned unopened to the Bidder.
- 11.8 The Bidder may modify or withdraw his bids after the bid's submission, provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for submission of bids.
- 11.9 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 11.0 through 11.2 above. A withdrawal notice may also be sent by telex or cable followed by a signed confirmation copy, post marked not later than the deadline for submission of bid.
- 11.10 No bid may be modified subsequent to the deadline for submission of bids.
- 11.11 No bid may be withdrawn in the interval between the dead line for submission of bids
- 11.12 No bid may be withdrawn in the interval between the deadline for submission of bids & the expiration of the period of validity specified by the bidder on the proforma bid security. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

**12.0 CONTACTING THE OWNER**

Bids shall be deemed to be under consideration immediately, after they are opened and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/or his employees/representatives or matters related to the bids under consideration. The Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the bidders either in writing or through personal contact as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

**13.0 SITE VISIT**

The Bidder is advised to visit & examine the site of work & its surrounding & obtain for himself, on his responsibility, all the information that may be necessary for preparing the bid & entering in to the contract. The cost of visiting the site shall be at bidder's own expense.

The bidder and any of his personnel or agents will be granted permission by the owner to enter upon his premises & lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release & indemnify the owner & his personnel from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of / or damage to the property or any other loss, damage, costs and expenses incurred as a result thereof.

(S.S.Gedam )  
Executive Engineer  
EHV Project Division-II, Pune

## SECTION-IV

### TECHNICAL SPECIFICATIONS FOR HT XLPE POWER CABLE

#### **1.0 SCOPE:**

The specification covers design, manufacturing, shop testing, packing and delivery of 22kV cross linked polyethylene insulated power cables by road/rail to the designated store center in the state of Maharashtra. These cables shall be suitable for the 3 phase AC-50Hz system with nominal voltage of 22kV which may reach 24kV. These cables shall primarily be designed for effectively earthed neutral system. Technical specifications for the cable should be as per relevant IS standards and approved by SE EHV PC Pune.

#### **2.0 SERVICE CONDITIONS:-**

Equipment to be supplied against this specification shall be suitable for satisfactory continuous operation under the following tropical condition.

2.1	Maximum ambient temperature	50 Degree Celsius
2.2	Minimum temperature in shades	45 Degree Celsius
2.3	Minimum temperature in air	3.5 Degree Celsius in shade
2.4	Relative Humidity (%)	10 to 100
2.5	Maximum annual Rainfall (mm)	1450
2.6	Maximum wind pressure (Kg/Sqmm)	150
2.7	Maximum altitude above Mean (Meters)	1000
2.8	Sea level isoceraunic level (Days/ Year)	50
2.9	Seismic level (Horizontal acceleration	0.3g.
2.10	Moderately hot and humid tropical climate conducive to rust and fungus growth.	

#### **3.0 STANDARDS**

- 3.1 Unless otherwise specified elsewhere in this specification, the rating as well as performance and testing of the HT XLPE power cables shall conform to the latest revisions available at the time of placement of order of all, the relevant standards as listed in, but not limited to Annexure-I.
- 3.2 Equipment meeting with the requirements of other authoritative standards, which ensure equal or better quality than the standards mentioned above, shall also be considered. When the equipments offered by the tenderer confirms to other standards, salient points of difference between the standards adopted and the standards specified

in the specification shall be clearly brought out in schedule D. Four copies of such standards, in English authentic translation shall be furnished along with the offer.

#### **4.0 GENERAL TECHNICAL REQUIREMENTS:**

- 4.1 22kV earthed, multicore power cables shall normally be with standards compacted H2/H4 grade aluminum conductor as per IS-1830/1984 or other relevant IS in force applicable to the supply of material, provided with conductor screening (of extruded semi-conducting cross link material) and shall be insulated with XLPE of natural color. Identification of cores shall be color, as per provision of clause 13.1 of IS 7096 part - 2/1985 or other relevant IS in force applicable to the supply of material. The insulation (XLPE) screening shall be provided consisting of extruded semi conducting cross link material in combination with a metallic layer of copper tapes. Three such screened cores shall be laid up together with fillers and / or binder tapes where necessary and provided with extruded inner sheathing of heat resistant PVC conforming to type ST-2 of IS-5831/1984 or other relevant IS in force applicable to the supply of material.

Maximum continuous operating temperature shall be 90 deg. Celsius under normal operation and 250 deg Celsius under short circuit condition.

Repaired cables shall not be accepted allowable tolerance on overall diameter of the cable shall be  $\pm 2$ mm

Armoring shall be provided consisting of single galvanized round steel wires (In case of single core cable armoring shall be of non magnetic material) conforming to IS-3975/1988 or other relevant IS in force applicable to the supply of material. (amended upto date) and over the armoring a tough outer sheath of PVC compound shall be extruded. The PVC compound for the outer sheath shall conform to type ST-2 of IS-5831/1984 or other relevant IS in force applicable to the supply of material. (amended upto date). The color of the outer sheath shall be black. The cable shall be manufactured strictly conforming to IS-7098 part-2/1985 or other relevant IS in force applicable to the supply of material emended upto date and shall bear ISI mark.

The aluminum conductor for cables shall be made from Electrical Purity Aluminum, stranded, compacted & confirming to IS-8130/1948 or other relevant IS in force applicable to the supply of material amended upto date.

- 4.2 Sequential Marking of length on cable. Non erasable sequential marking of length shall be provided by Embossing on outer sheath of the cable for each meter length.

#### **4.3 DISCHARGE FREE CONSTRUCTION**

Inner conductor shielding, XLPE insulation and outer core shielding shall extruded in one operation by special process (i.e. triple extrusion process) to ensure that the outer shielding with insulation is achieved. The bidder is requested to elaborate the manufacturing technique adopted by their manufacturers to achieve this motive.

The MSETCL will order the verification of triple extrusion process at manufacturer's works at a pre-qualification for technically accepting the bid. During verification if it is found that the firm is not manufacturing the cable with triple extrusion process the offer shall be rejected.

#### 4.4 Continues A.C. current capacity

Continuous a.c. current capacity shall be as per table given below:

Sr.No.	Conductor size in sq.mm.	Continuous ac current capacity in Amps at maximum conductor temperature of 90 deg. Celsius	
		When laid direct in ground 30Deg C	When laid direct in ground 30Deg C
		22kV	22KV
1	70 Sq.mm	155	165
2	95 Sq.mm	175	200
3	120 Sq.mm	195	230
4	150 Sq.mm	225	265
5	185 Sq.mm	255	310
6	240 Sq.mm	290	345
7	300 Sq.mm	325	396
8	400 Sq.mm	385	460
9	500 Sq.mm	450	590

#### 4.5 Short Circuit Current

Short circuit current of 22kV XLPE cable shall be as per Table given below:

Sr. No.	Duration of Short Circuit (t)	Area of AL Conductor A	Short Circuit Current in KA $I=0.094 * A / \text{sq.rt (t)}$
1	1	70 Sq mm	6.58
2	1	95 Sq mm	8.93
3	1	120 Sq mm	11.28
4	1	150 Sq mm	14.10
5	1	185 Sq mm	17.39
6	1	240 Sq mm	22.56
7	1	300 Sq mm	28.20
8	1	400 Sq mm	37.60
9	1	500 Sq mm	47.00
10	1	630 Sq mm	59.20

### 5.0 TESTS AND TESTING FACILITIES:

#### 5.1 Type Tests

All the type tests in accordance with IS-7098(Part-2) 1985 or other relevant IS in force applicable to the supply of material, amended upto date, shall be performed on cable samples drawn by purchaser. Type tests are required to be carried out from the first lot of supply on a sample of any one size of cable ordered for each voltage grade. In case



facilities of any of type test are not available at the works of the supplier, then such type test shall be carried out by the supplier at the independent recognized laboratory at the cost of supplier. Sample for the type test will be drawn by the purchaser's representative and the type test will be witnessed by him.

Supplier, however can claim exemption from carrying out type tests as above, provided such type test were already conducted for MSETCL in past within five years and test certificates thereof submitted to SE EHV PC Pune may at his option grant waive from carrying out type tests if the test certificates are acceptable. In case of other Government recognized laboratories/ Test house valid approved government certificate shall be enclosed along with test.

## 5.2 **Routine Test:**

All the routine tests as per IS-7098 (Part-2) 1985 or other relevant ARE in force applicable to the supply of material amended up to date shall be carried out on each and every delivery length of cable. The result should be given in the test report. Partial discharge test must be carried out in any fully screened test cell. It is thereof, absolutely essential that the manufactures should have the appropriate type of facility to conduct this test which is routine test.

The details of facility available in the manufacturers work in this connection should be given in the bid.

## 5.3 **Acceptance Tests:**

All the acceptance tests as per IS-7098 (Part-2) 1985 or other relevant IS in force applicable to the supply of material as modified upto date including the optional test as per clause no. 18.4 and flammability test shall be carried out on sample taken from the delivery lot.

## 5.4 **Short Circuit test:**

The contractor shall also undertake to arrange for the short circuit test as type test on any one size of each voltage grade of earthed grade shielded XLPE cables ordered at a recognized testing center such as central power research institute at Bangalore/ Bhopal at the cost of suppliers. If facilities for carrying out short circuit test are available at the works of the supplier, and provided the certification procedure is approved by the purchaser, testing at the suppliers works will be acceptable. Short circuit test shall be witnessed by the purchaser's representative.

The short circuit test shall be preceded and followed by the following tests so as to ensure that the characteristics of the cable remains within the permissible limits even after it is subjected to the required short circuit rating.

- a) Partial Discharge Test
- b) Conductor Resistance Test
- c) High Voltage Test

The above manufactured cable will be acceptable only after each a sample test is successfully carried out on sample length of cable of approved size with 2 end termination & straight though joints in between.

The manufactured cable will be acceptable only after each a sample test is successfully carried out at CPRI or at the supplier works and approved by the purchaser.

The contractor however claim exemption from carrying out short circuit test provided the S.C. Test was carried out by the supplier on any one size of the cable ordered of same voltage grade for MSEDCL/ MSETCL in the past within five years and the test certificates thereof submitted to our SE EHV PC Pune. SE EHV PC Pune may at his option grant waiver from carrying out short circuit test if the test certificates are acceptable.

### 5.5 Testing Facilities

The supplier / Tender shall clearly state as to what testing facilities are available in the works of manufacturer and whether the facilities are adequate to carry out type, routine and acceptance test s mentioned in specified IS. The facilities shall be provided by the bidder to purchaser's representative for witnessing the test in the manufacturer's works, reasons should be clearly stated in tender.

## 6.0 PACKING AND MARKING

### 6.1 Identification Marks on cable

The following particulars shall be enclosed on the outer sheath at intervals of not exceeding 1.00 mtr. Through out of the length of cable.

- a) Manufacturers Names/ Trade name
- b) Voltage grade
- c) Year of Manufacturing
- d) MSETCL
- e) Successive length

Each drum shall carry the manufacturers name, the purchaser's name, and address and contact number and type, size and length of the cable, net and gross weight stenciled on the both side of drum. A tag containing the same information shall be attached to the leading end of the cable. An arrow and suitable accompanying wording shall be marked on one end of the reel indicating the direction in which it should be rolled.

Packing shall be sturdy and adequate to protect the cables, from any injury due to mishandling or other conditions encountered during the transportation, handling and storage. Both the cable ends shall be with PVC/ Rubber caps so as to eliminate ingress of water transportation and erection.

The cable shall be supplied in continuous standards length of 300 running meters with plus minus 5% tolerance wound on non returnable wooden drum and non standard lengths not less than 100 meters upto 5% of the ordered quantity shall be accepted. Alternatively cable can be supplied wound on non returnable steel drum without any extra cost to the purchaser. Packing and making should be as per clause no. 21 of IS 7098(Part-II) 1985 or other relevant IS in force applicable to the supply of material amended upto date. A layer of waterproof paper shall be applied to the surface of the drum & over the outer most cable layer.

## 7.0 QUALITY ASSURANCE

A detailed list of brought out items, which got into the manufacture of cables. Should be furnished indicating the name of the firms from whom the items are procured. The bidder shall enclose the quality assurance plan invariably along with the offer followed

by him in the respect of the brought out items, items manufactured by him and raw materials in the process as well as final inspection, packing and marking. The board may at its option order the verification of these plans at manufactures works as a pre-qualification for technically accepting the bid. During verification if it is found that the firm is not meeting with the quality assurance plan submitted by the firm, the offer shall be liable for rejection.

## **8.0 SCHEDULES:**

- 8.1 The tender shall fill in the following schedules which form a part of tender specification and offer in schedule A the specific values shall be furnished and only quoting of IS reference is not sufficient. If the schedules are not submitted duly filled in with the offer, the offer shall be liable for rejection.

Schedule 'A'	Guaranteed Technical Particulars (GTP)
Schedule 'B'	Deviations from Specification
Schedule 'C'	Tenderer's Experience
Schedule 'D'	Deviation from Specified standards
Schedule 'E'	Deviation from specified test requirements

- 8.2 All deviation from the specification shall be brought out in the schedules of deviation (Schedule B D & E) The discrepancies between the specification and the catalogues/literatures and indicative drawings which are subjected to change, submitted as part of the offer, shall not be considered and representation in this regards will not be entertained. If it is observed that there is deviation in the offer in GTP or elsewhere other than those specific in deviation schedule B then such deviation shall be treated as deviations.
- 8.3 For any deviation from the specification, which is not specifically brought out in the schedule of deviation, the offer may be liable for rejection. The deviation brought out in the schedule shall be supported by authentic documents, standards and clarification otherwise the offer may be liable for rejection.
- 8.4 The tenderer shall submit the list of orders for similar type of equipments executed or under execution during the last three years, with full details in the schedule or tenderer's experience (Schedule C) to enable the purchaser to evaluate tender.

(S.S.Gedam )  
Executive Engineer  
EHV Project Division-II, Pune

**SECTION V SCHEDULES A TO E****SCHEDULE-A****GUARANTEED TECHNICAL PARTICULARS FOR HT XLPE CABLES****1) 22KV XLPE 3C X 400 sqmm****2) 22KV XLPE 3C X 300 sqmm**

- 1) Manufacturer's Name:
- 2) I.S.I. Registration No. and Validity Date:
- 3) Voltage Grade:
- 4) Conductor:
  - a) Material and Grade:
  - b) Size of conductor (sq mm):
  - c) Max D.C. resistance of conductor:  
at 20 deg. C (ohm/ km)
  - d) No. of strands/ core:
  - e) Form of conductor:
- 5)
  - a) Method of Extrusion:
  - b) Method of curing:
- 6) Material of conductor screening:
- 7) Insulation:
  - a) Material & Type
  - b) Nominal Thickness (mm):
- 8) Material of insulation screening:
- 9) Inner Sheath:-
  - a) Material and Type:
  - b) Calculated Diameter over laid up cores:

- c) Minimum Thickness (mm):
- 10) Armoring:-
- a) Material & Type:
  - b) Calculated diameter under Armour:
  - c) Nominal diameter of armoring wire:
- 11) Outer Sheath:-
- a) Material & Type:
  - b) Calculated Diameter under the outer sheath:
  - c) Minimum Thickness (mm)
  - d) Shall the sequential numbers be provided? :
  - e) Color of outer Sheath:
- 12) Approximate overall diameter of cable (mm):
- 13) Approximate net weight of cable (kg):
- 14) Standard drum length in meter:
- 15) Drum:
- a) Type:
  - b) IS Reference:
  - c) Approximate gross weight (kg):
- 16) Continuous a.c. current capacity (Amps):
- a) When laid in the ground (30 deg. C):
  - b) When laid in air (40 deg. C):
- 17) Short circuit rating of conductor for duration of one second in KA:

(S.S.Gedam )  
Executive Engineer  
EHV Project Division-II, Pune

**SCHEDULE 'A'****DEVIATION FROM SPECIFICATION**

All the deviations from this specification shall be set out by the tendered, clause by clause in this schedule. Unless specifically mentioned in this schedule the tender shall be deemed to conform to the specification.

Sr. No.	Part/Section Clause No.	Details of : Justification/ No.	Justification Reasons

Signature of the Bidder: \_\_\_\_\_

Name : \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Common Rubber Stamp/Seal of the Bidder: \_\_\_\_\_

**MAHARSHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD  
EHV PROJECT DN-II,PUNE**

**SCHEDULE – B**

**Name of work:- Accounting and keeping of store material at TPT Lonikand store yard  
under EHV Project Division –II Pune.**

<b>Sr. No</b>	<b>Particulars of Item</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate including GST</b>	<b>Amount</b>	<b>SAC code</b>
1	Loading of Tower/ scrap material for weighing	1400	MT	357.54	500556.00	50002405
2	Transportation of material from site store to nearest weigh bridge (Appx 10km to Fro) for weighing	1400	Per Km/ MT	5.58	7808.67	50005181
3	Unloading of Tower/ scrap material at site store weighing	1400	MT	357.54	500556.00	50002404
4	Stacking of all material in proper order, measurement of stacked material, preparation of list of material (Lot wise)	1400	MT	5.90	834260.00	50011146
5	Marking/Tagging/Painting on stacked material with perment marker of paint	LS	LS	236.00	23836.00	50011147
<b>SUB TOTAL</b>					<b>18,67,016.67</b>	
<b>3% Contegencies</b>					<b>56,010.50</b>	
					<b>19,23,027.17</b>	
<b>10% Centages</b>					<b>1,92,302.72</b>	
<b>Total Estimate</b>					<b>21,15,329.89</b>	

(S.S.Gedam)  
Executive Engineer  
EHV Project Division-II, Pune

**SCHEDULE 'B2'****SCHEDULE OF TENDERS EXPERIENCE****(QUALIFYING REQUIREMENTS)**

Tender Specification No. :

Name of Project: :

Name of Bidder &amp; Address :

**DETAILS OF WORKS EXECUTED**

The following is the list of orders executed by us, the details of which are furnished in support of Qualifying Requirement.

Sr. No.	Customer	Order ref. and Date	Order values (Rs. Lakhs)	Name of S/S voltage	Date of starting work rating	Date of Completion	Date of Commissioning	Remarks

NOTE: 1) Copies of User's certificate to be enclosed in support of above details.

Signature of the Bidder: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Common Rubber Stamp/Seal of  
the Bidder: \_\_\_\_\_



**PERCENTAGE RATE FORM**

**TENDER NO: EE/EHV/PROJECT/Dn-II/PN/T-03/2018-19**

**Form for Quoting % Rate for items included in Schedule ‘B’**

**Name of Work: Accounting and keeping of store material at TPT Lonikand store yard under EHV Project Division –II Pune**

**Estimated Cost: - 18,67,016.67/- (Including GST)**

I am ready to execute the work in

a) Schedule ‘B’ at:

\_\_\_\_\_ % Above (In words \_\_\_\_\_ % above)

\_\_\_\_\_ % Below (In words \_\_\_\_\_ % below)

The estimated cost.

Dated \_\_\_\_\_

**Signature of bidder:**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Notes:-1) If the percentage is above or below the estimated cost, detailed rate analysis should be submitted along with the bid in the same cover.**

**SCHEDULE 'C'**

**PERFORMANCE SECURITY FORM  
(PERFORMANCE GUARANTEE IN LIEU OF SECURITY DEPOSIT)**

(To be stamped in accordance with Stamp Act)

The bank of ..... (Name & Address) hereby agree unequivocally and unconditionally to pay, at Pune within 48 hours, on demand in writing from the Maharashtra State Electricity Transmission Co. Ltd, or any officer authorized by it in this behalf, of any amount up to and not exceeding Rs ..... (In words) Rupees ..... to the said electricity transmission company Ltd. on behalf of M/s..... who have tendered and/or contracted or may tender or contract hereafter for unit scope of works for the Maharashtra State Electricity Transmission Co. Ltd; Against order No..... Dated ..... Total value of order is Rs .....

This agreement shall be valid and binding on this Bank up to and including ..... and shall not be terminable by notice or any change in the constitution of the Bank or the firm of contractors or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, concerned or agree with or without our knowledge or consent, by or between parties to the said written contract. The validity of this Bank Guarantee will be extended by us for the further period, of six months, one month prior to its present validity period at the request of Maharashtra State Electricity Transmission Co. Ltd.

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

Our liability under this Guarantee is restricted to 10 % value of Contract Rs. (Rs..... Only) our Guarantee shall remain in force until.....

Date:  
Address:

Signature.....  
Name & Designation: .....  
.....  
.....  
(For: .....  
(Banker's Rubber Seal)

Fax no. :.....

WITNESS:

(Signature)

(Name)

(Official Address)

**ANNEXURE – ‘C’****QUALIFYING REQUIREMENT DATA SCHEDULE – Form No. 1**

Tender Specification No.

Name of Project:

Name of Bidder &amp; Address:

**DETAILS OF FULFILLMENT OF FOLLOWING CONDITIONS**

<b>Sr. No.</b>	<b>Particulars of registration</b>	<b>Registration No.</b>	<b>Period of Validity From -To</b>
<b>1</b>	<b>Electrical Contractors license issued by govt. of Maharashtra</b>		
<b>2</b>	<b>Maharashtra Value Added Tax (MVAT) Act 2005</b>		
<b>3</b>	<b>P.F. Act</b>		

SIGNATURE &amp; SEAL OF THE BIDDER

DATE

PLACE

**SCHEDULE 'D'**  
**Not applicable for this tender BID SECURITY FORM**  
**(BANK GUARANTEE IN LIEU OF BID SECURITY EQUIVALENT TO 1% OF ESTIMATED COST)**

(To be stamped in accordance with Stamp Act)

Ref.....  
Date.....  
Bank Guarantee No.....

In accordance with invitation to Bid for the Establishment of .....KV substation at..... in accordance with the contract specification

\_\_\_\_\_ Messers (Bidders) \_\_\_\_\_ or  
Mr. \_\_\_\_\_ Address \_\_\_\_\_ Director(s)

\_\_\_\_\_ wish/wishes to participate in the said tender and as a bank guarantee for the sum of Rs.....(in words Rs.....) as specified in the invitation to Bid valid for..... days from..... is required to be submitted by the tenderer, this bank hereby guarantees and undertakes, during the above said period, to immediately pay on written request by Maharashtra State Electricity Transmission Co. Ltd; Owner) the amount ..... To the said Electricity transmission Co. Ltd; without any reservations. This guarantee would remain valid upto 4 P.M. on..... (This date shall be 12 months after last date for submission of bid) and if any further extension to this is required, the same will be extended on receiving instructions from the .....on whose behalf this Guarantee has been issued.

**Witness:**

.....  
(Signature)

(Signature)

(Name)

(Official Address)

Mailing address including Fax No.  
H.O.of Bank

(Seal of the Bank)

**SCHEDULE 'E'****PROFORMA OF JOINT UNDERTAKING BY THE COLLABORATOR /ASSOCIATE  
ALONG WITH THE BIDDER.**

(On Non-judicial stamp paper of appropriate value)

THE DEED OF UNDERTAKING executed this ..... Day of..... (Month) Two Thousands Seventeen ..... by a Company incorporated under the laws of ..... and having its registered office at ..... (hereinafter called the collaborator/"Associate" which expression shall include its successors, executors and permitted assigns.) and "Bidder"/"Conductor" which expression shall include its Successors, executors and permitted assigns) in favor of Maharashtra State Electricity Transmission Co. Ltd: having its registered office at Mumbai, (hereinafter called the "owner" which expression shall include its successors, executors and assigns).

WHEREAS THE OWNER invited bids as for Shifting of Existing HT UG cable near 220/22kVHinjewadi Ph-I Substation AND WHEREAS clause 3.0 of Section I, Part – I interlaid stipulates that the Bidder along with its Collaborator/ Associate must fulfill the qualifying requirements and be jointly and severally bound and responsible for the successful performance of the contract in the event the bid is accepted by the owner resulting in a "Contract".

AND WHEREAS the bidder has submitted its bid to the Owner vide Proposal No.....dated..... Based on the Collaboration/ Association of the Collaborator/ Associate.

Now THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the award of contract by the Owner to Bidder (hereinafter referred to as the "Contract") we, the collaborator/ Associate and the Bidder/ Contractor do hereby declare that we shall be jointly and severally bound unto the Maharashtra State Electricity Transmission Co. Ltd; (owner) for the successful performance of the Contract and shall be fully responsible for Shifting of Existing HT UG cable near 220/22kV Hinjewadi Ph-I Substation

- 1) In case of any breach of the contract by the contractor, we the collaborator/Associate do hereby agree to be fully responsible for successful performance of the contract and undertake the contract in order to discharge the Contractor's obligations stipulated in the contract. Further if the owner suffers any loss or damage on account of any breach in the contract, we the Collaborator/Associate and the contractor jointly and severally undertake to pay such loss or damage to the Owner on its demand without any demur. This is without prejudice to any rights of the owner against the contractor under the contract and connected documents/guarantees. It shall not be necessary or obligatory for the owner to proceed against individual Collaborator/Associate before proceeding against the while dealing with the contractor, nor any extension of the time or any relaxation by the owner to the contractor shall prejudice any rights of the owner under the deed of undertaking against the Collaborator/Associate or the contractor.
- 2) Without in anyway affecting the generality and total responsibility in terms of this deed of undertaking, the Collaborator/Associate in particular hereby agrees to depute their technical experts from time to time to contractors works/Owner's project site as mutually considered necessary by the Owner, Contractor and the Collaborator/Associate to ensure proper design, manufacture, erection, testing and successful performance of the material package in accordance with contract specifications and if necessary the Collaborator/Associate shall advise the Contractor suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the Contract.
- 3) The financial liability of the Collaborator/Associate to MSETCL (owner) with respect to any and all claims arising out of the performance or non performance of the obligations set forth in this Deed of undertaking read in conjunction with the relevant provisions of the contract, shall however, be

limited to the extent of 100% price of the supply portion as established in the contract awarded by the owner to the Contractor in terms of the Contract and this Deed of Undertaking.

- 4) This Deed of Undertaking shall be construed and interpreted in accordance with the laws if India and the courts in Pune shall have exclusive jurisdiction in all matters arising under the Undertaking.
- 5) As security, the Collaborator/Associate shall, apart from the Contractor’s performance guarantee, furnish contract performance guarantee from its Bank in favor of the Owner in a form acceptable to it. The Value of such guarantee shall be equal to 2% of the total Contract value as established in the ‘Contract’ awarded by the owner to the contractor and it shall be part of guarantee towards the faithful performance/ compliance of this DEED OF UNDERTAKING in terms of the ‘contract’. The guarantee shall be unconditional, irrevocable and valid for the entire period of the contract, namely till the end of the warranty of the works under the contract. The Bank guarantee amount shall be payable to the owner on demand without any reservation or demur.
- 6) We, the Collaborator, Associate and the Bidder/ Contractor agree that this undertaking shall be irrevocable and shall form an integral part of the contract and further agree that this undertaking shall continue to be enforceable till the owner discharges and its shall become operative from the effective date of the contract.

In WITNESS the Collaborator/Associate and the Bidder/Contractor have, through their authorized representatives, executed these presents and affixed common seal of their respective companies, on the day, month and year first above mentioned.

WITNESS

1. .... For collaborator / Associate  
(Signature)

..... (Signature of Authorized Representative)  
(Name)

(Official Address) ..... (Name)

.....  
(Designation)

Common Seal of the Company

2. .... For Bidder/Contractor  
(Signature)

.....  
(Name in Block Letters) (Signature of the Authorized Representative)

.....  
(Official Address) (Name)

.....  
(Designation)

Common Seal of the Company

**SCHEDULE 'F'**

**BID FORM**

To,  
The Executive Engineer,  
EHV Project Division-II,  
Pune

Sir,

Having examined the bidding documents for the above contract, including conditions of contract, specifications and bill of quantities, the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute, complete and maintain the whole of the works as described in and in conformity with, the said bidding documents, including addenda nos.(insert numbers),for the sum (sum of total Bid Amounts in words and figures), or such other sums as may be ascertained in accordance with the Contract.

We undertake, if our bid is accepted, to commence the works within (number) days and to complete and deliver the works in accordance with the contract within (number) days, calculated from the date of commencement of works and in accordance with the work schedule provided.

If our Bid is accepted, we will provide the security deposit in the sum of Rs.Equal to 10% of contract price.

We agree to abide by this Bid for 120 days from the date fixed for bid closing and it shall remain binding up to us and may be accepted at any time before the expiration of that period.

Placement of work order, receipt of S.D., and your written acceptance together shall constitute a bidding contract between us which will be followed by agreement.

We understand that you are not bound to accept the lowest price or and bid that you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_2018

Duly authorized to sign bid  
For and on behalf of -

(Signature)

(Signature of Witness)

(In capacity of)

Witness \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE 'G'****AGREEMENT FORM**

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

Whereas The Executive Engineer, EHV Project Dn-II, Pune Maharashtra State Electricity Transmission Co. Ltd. Mumbai invited tenders according to the power held by him as per rules \_\_\_\_\_ 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. \_\_\_\_\_ dated \_\_\_\_\_ placed with the said contractor on the terms and condition specified in the tender & aforesaid work letter of the Company and on the conditions of the contract as specified in the tender.

NOW THIS AGREEMENT witnesses and it is hereby agreed and declared as under:

- 1) In consideration of the value of the work (contract) Viz. Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ ) placed with contractor 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 perform all other works and things in this contract mentioned and described or which are implied there from or may reasonably be necessary for the completion of the said work within and at the 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 become due and payable under provisions of contract.
- 2) The Contractor shall undertake for \_\_\_\_\_ as per specification 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 & specification.
- 3) The contractor shall complete the work as per the terms and conditions specified in the company letter no. \_\_\_\_\_ dated \_\_\_\_\_
- 4) The Contractor shall indemnify the company for all claims of injury caused to any person whether workman or not while in or upon the works or the site and the Company shall not be bound to defend claim brought under the Workmen's Compensation Act and the contractor shall be liable for any such claims.
- 5) The Company's aforesaid letter along with tender submitted by the contractor along with the plans and specifications and contractor's acceptance letter No. \_\_\_\_\_ the said papers has listed below are signed by:



- 1) Shri.
- 2) Shri.
- 3) Shri.

for and on behalf of the contractor and the Executive Engineer, EHV Project Dn.-II, Pune on behalf of Company.

List of Documents forming the Schedule hereto.

- a) The letter of acceptance
- b) Bid form
- c) Conditions of contract.
- d) Form of agreement
- e) Scope of Work
- f) Bill of quantities i.e. Schedule 'B' with percentage rate from.

IN WITNESS THEREOF the parties hereto have signed this agreement on the date respectively mentioned against their signature. Signed and delivered by.

1. Shri.	1.
2. Shri.	2.
In presence of	
1. Shri.	1.
2. Shri.	2.

Duly constituted attorney for signing on behalf of MSETCL  
Signed and delivered by: Executive, EHV Project Dn.-II, and Pune.  
For & behalf of company

In presence of  
1. Shri.  
2. Shri.