



# MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(CIN No. U40109MH2005SGC153646)

<b>Name of Tender</b>	Re-Tender (II <sup>nd</sup> Call) for the Work of annual rate contract for work of attending emergency breakdown & maintenance work during outage at various 220/132 kV Substations under jurisdiction of EHV O&M Division, Solapur.
<b>TENDER No.</b>	EE/EHV/O&M/DN/SUR/Re-Tender (II <sup>nd</sup> Call) No. 01/2025-26
<b>RFX No.</b>	7000036867
<b>Estimated Cost</b>	Rs 40,00,000/-
<b>Earnest Money Deposit</b>	Rs. 40,000/- (1% of Estimated Cost)
<b>Tender Fee:</b>	Rs. 500/- (Taxes extra)
<b>Online Sale of Tender:</b>	From Dt. 08.07.2025 @00:00 Hrs. To 18.07.2025 up to 09:00 Hrs.
<b>Last Date of Submission</b>	On or before Dt. 18.07.2025 up to 09:00 Hrs.
<b>Pre-Bid Meeting</b>	
<b>Probable Technical Bid Opening Date</b>	On Dtd. 18.07.2025 @ 10:00 Hrs at EHV O&M Division, Solapur.
<b>Probable Price Bid Opening Date</b>	On Dtd. 18.07.2025 @ 11:00 Hrs at EHV O&M Division, Solapur.

## **GUIDELINES TO BIDDER FOR PARTICIPATING & SUBMISSION OF E-TENDER THROUGH SRM**

1. Tender documents can be downloaded online from the aforesaid website within the aforesaid date & time. The bidder can log in as a guest user and can search for the RFx number. Accordingly, bidder can view / download the tender document from 'Technical RFx' tab available in concerned RFx. Also, the price schedule can be View / Download by print preview tab available in the concerned RFx.
2. Only the registered SRM vendors can participate in the RFx and can submit the bid.
3. Accordingly, the Bidder have to login from his SRM user ID and have to register for the concerned RFx. Accordingly, bidder have to click on Participate Tab in the concerned RFx for participating in that RFx. The guideline for participating in the tender through SRM is also attached separately.
4. The E.M.D. and Tender Fees is to be paid online only through SRM E-Tenders (New) Portal within the tender sale period. Bidder has to pay ELD, irrespective of SRM system asks for the same or not in following cases....
  - a. If SSI/NSIC certificate do not indicate Material/Service required against this Tender.
  - b. If Turnover or manufacturing capacity exceeds the limit indicated in SSI/NSIC Certificate specified by the concerned Authority to avail the benefit of EMD exemption.
5. The Bidder should have to submit their bids online well in advance within the aforesaid date & time instead of waiting till last date. MSETCL will not be responsible for non-submission of Bids due to any website related problem.
6. **Pre-requisites to submit tenders on line: -**
  - a. Bidder should have a legally **valid Class III-B digital signature certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
  - b. **Web Browser:** Only Internet Explorer (version 8.0 or above) should be used. Other browsers like Mozilla, Firefox etc. may encounter some problem. **Java:** To view some of the components, bidder need to install latest Java Internet component JRE/JDK 5.0
7. The pre-qualifying requirements (**Qualifying Criteria**) will be available in the question format at 'Questions' tab in the RFx information

The bidder has to answer all the questions at the time of bidding and also the supporting documents as required above shall be uploaded by the bidder in 'note & attachments' tab which is nearby Questions tab. The documents will require digital signature at the time of uploading to the SRM Portal, the bidder has to connect the digital signature key at the time of uploading the Qualifying documents/or any attachment.

8. Bidder should submit the rates in the SRM e-tender for each items as per the guidelines attached for participating in the RFx.

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

9. First the Techno-Commercial bid (i.e. Technical Bid) will be opened online in respect of all the Tenders received. The commercial bid (i.e. Price Bid) will be opened online in respect of those Bidders who have submitted all digitally signed documents/certificates in Techno- Commercial bid as required in satisfactory manner & who are qualified. If any deviation is observed in the Techno-Commercial bid, the same will be informed to bidders on bidder's registered e-mail id in the SRM Portal. Bidders have to submit the compliance/required documents against the same within the stipulated time.

**Note:** - The Techno-Commercial Bid Documents and the Price Bids for the other bidder participating in the RFX can be viewed by bidder if required within the 24 Hrs only from the opening of the respective bids.

10. There is separate link also available at MSETCL's e-Procurement site <https://srmetender.mahatransco.in> regarding guidelines for participating in the e-tender through SRM.
11. The undersigned reserves the right to cancel the above tender at any stage without assigning any reason.
12. For more detailed information regarding Participating & submission of SRM E-tender is available with following information broacher:

**\*\* [GUIDELINES TO BIDDER FOR PARTICIPATING IN THE E-TENDER THROUGH SRM](https://srmetender.mahatransco.in/irj/go/km/docs/documents/Public%20Documents/General%20Guidelines%20to%20bidder.pdf) \*\***  
<https://srmetender.mahatransco.in/irj/go/km/docs/documents/Public%20Documents/General%20Guidelines%20to%20bidder.pdf>

**\*\* [GUIDELINES TO BIDDER FOR SUBMISSION OF THE E-TENDER THROUGH SRM](https://srmetender.mahatransco.in/irj/go/km/docs/documents/Public%20Documents/SUPPLIER%20RELATIONSHIP%20MANAGEMENT.pdf) \*\***  
<https://srmetender.mahatransco.in/irj/go/km/docs/documents/Public%20Documents/SUPPLIER%20RELATIONSHIP%20MANAGEMENT.pdf>



**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LIMITED**  
**EHV O&M DIVISION SOLAPUR**

**Signing of Bid:** The bid documents shall be signed and submitted by,

- i) In case of Proprietary Firm - Proprietor / Power of Attorney Holder
- ii) In case of Partnership Firm - Authorized Partner (Authority Letter by all partners to be enclosed)
- iii) In case of Public / Pvt. Ltd. Firm - Authorized Director  
*(Copy of resolution of Board of Director to be enclosed).*

**THIS BID CONTAINS**

A] Tender Notice.

B] Tender Documents:

- 1. Part I: Scope of Work & QR.
- 2. Part II: Instructions to Bidders.
- 3. Part III: Definitions & General Terms & Conditions of the Contract

C] Detail Estimate

D] Formats for BGs and Agreement, format for undertaking / schedules

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**

**EHV O&M DIVISION SOLAPUR**

**PART – I: Scope of Work & Qualifying Requirements**

**Name of work:** Re-Tender (II<sup>nd</sup> Call) for the Work of annual rate contract for work of attending emergency breakdown & maintenance work during outage at various 220/132 kV Substations under jurisdiction of EHV O&M Division, Solapur.

**INSTRUCTIONS TO THE TENDERERS.**

The tenders should be submitted online on internet of MSETCL E-tender Website in two separate attachments (Bids i.e. responses) i.e. (a) Technical responses containing proof of pre-requisites and (b) Commercial responses as detailed in the tender notice.

**Two BID/Response:**

Your offer should be submitted in two separate bids –“1” & “2”

❖ **(Technical Bid/Response)** = This should contain following documents certificate as a proof of qualifying pre-requisites, brochures, attested certificates from MSETCL authority (i.e. not below the rank of Executive Engineer) or any gazette officer etc.

❖ **(Commercial Bid/Response)** = This should contain Commercial part to submitted through SRM RFx response only. The commercial responses submitted any other way than SRM RFx then respective bid be straight way rejected. For submission of commercial bid refer [Guidelines to Submit e-Tenders](#).

**1. (Technical Bid/Response)** = This should contain following documents certificate as a proof of qualifying pre-requisites, brochures, attested certificates from MSETCL authority (i.e. not below the rank of Executive Engineer) or any gazette officer etc.

**A. Statutory Requirements: -**

- a. The bidder or his joint venture partner should have a valid Electrical Contractor's License issued by the Government of Maharashtra for the work of erection / commissioning of EHV equipment.
- b. The bidder should be registered under Bombay Shop & Establishment Act, Goods & Services Tax (GST) act
- c. GST returns: The bidder shall submit the copy of GST returns for the last financial year from the last day of month previous to the one in which tenders are invited.
- d. The bidder shall submit the copy of PAN card along with bid
- e. The bidder should be registered under the Provident Fund (P.F) Act.
- f. The bidder should be registered under workman compensation policy / ESIC registration certificate
- g. The bidder registered under S.S.I / N.S.I.C/ MSME certificate for the SRM portal shall also pay the EMD in the following cases,
  - i) If S.S.I/ N.S.I.C/MSME certificate do not indicate material / service required against this tender.
  - ii) If Turnover or Manufacturing capacity exceeds the limit indicated in S.S.I/N.S.I.C/MSEM certificate specified by the concerned authority to avail the benefit of E.M.D exemption If, required E.M.D is not paid by the bidder, the offer is liable for rejection.

**Note: -** Copies of Certificate Should be submitted with bid/ offer.

*[The original-colored scan copy should be uploaded as bid documents in support of statutory Qualifying criteria i.e., statutory Licenses/Registration. The attested /notarized photocopy of the same will not be entertained]*

## **B. Technical/Minimum Qualifying Requirements: -**

2. The bidder should have experience of having successfully completed the similar work during last 07 (seven) years viz: Annual Maintenance contract for Maintenance activities during Emergency breakdown & in planned outage period at various EHV Substations like 400/220/132 kV. from the last day of month previous to the one in which tenders are invited in any of the power transmission Licensee in India as below: -

i) One completed similar work costing not less than the amount equal to 70% of the estimated cost

OR

ii) Two completed similar work each costing not less than the amount equal to 40% of the estimated cost

OR

iii) Three completed similar work each costing not less than the amount equal to 30% of the estimated cost

The bidder should submit the experience certificates for satisfactory completion of above-mentioned work duly signed by the officer not below the rank of Executive Engineer or equivalent along with work order copies.

[The original-colored scan copy should be uploaded as bid documents in support of Technical/Minimum Qualifying criteria. The attested /notarized photocopy of the same will not be entertained]

## **C. Financial criteria: -**

- i. **EMD:** - EMD in lieu of bid security deposit @ 1% of estimated cost will have to be paid by the bidder through online mode only. Or The bidder will have to furnish Bank Guarantee of any nationalized / scheduled Bank in prescribed format equivalent to 1% of the estimated cost in lieu of bid security deposit payable at Solapur, at the time of submission of bid documents with validity of 8 months from the date of opening of techno- commercial bids

### **ii. Turnover: -**

The bidder should have the minimum annual average turnover (MAAT) of at least 50% of the tender estimated cost in the last three years i.e., 36 months. In case of JV, the members of JV shall individually meet the financial criteria as follows: In the case of JV, Lead member shall meet not less than 60% and the other member not less than 40% of the minimum annual average Turnover. Audited balance sheets for the specified last three years duly certified by chartered accountant with seal and UDIN only to be submitted.

### **iii. Net-worth: -**

The bidder should have a Net worth (Which is defined as " Equity share capital + Reserves - Revaluation reserves - Intangible assets - Miscellaneous expenditure to the extent not written off and carry forward losses") of last financial year, from the last day of month previous to the one in which tenders are invited, not less than 25% (Twenty-Five Percent) value of tender estimated cost. the bidder should submit the statement of Net- Worth duly certified by Chartered Accountant with seal and UDIN.

- iv. The bidder shall submit undertaking along with bid that he will submit deducted revolving line of credit for an amount not less than 25% of the estimated cost of the works from their bankers before issuance of LOA, in case the bidder is qualified as L1 bidder. This clause is applicable for tenders with estimated cost more than Rs. 100 Crores
- v. A declaration to the effect that the bidder does not anticipate change in his ownership during the proposed period of the work till successful completion of warranty period (if such a change is anticipated, the scope and effect thereof, shall be defined) shall be submitted with the offer.
- vi. In case bidder is a holding company, MAAT and the Net Worth referred to in clause (ii) and (iii) above shall be that of holding company only (i.e., excluding its subsidiary / group companies).
- vii. In case bidder is subsidiary of a holding company, MAAT and Net Worth referred to in clause (ii) and (iii) above shall be that of subsidiary company only (i.e., excluding its holding company).

viii. The Bidder should have to submit the audited financial statements i.e., Profit & Loss Account & Balance sheets for last three financial years duly i.e.F.Y. 2021-22, 2022-23 & 2023-24 certified by chartered accountant with seal and UDIN.

ix. Income Tax Returns: The bidder shall submit the copy of income tax returns for the last three financial years, i.e. 2021-22, 2022-23 & 2023-24. from, the last day of month previous to the one in which tenders are invited.

xi. The bidder should note that no deviation in tender conditions will be allowed after bid submission.

xii. Notwithstanding anything stated above, the owner reserves the right to assess the bidder's capability and capacity to perform the work, should the circumstances warrant such an assessment in the overall interest of the owner and may reject the offer without assigning any reason.

xiii. The Performance Bank Guarantee for the proper fulfillment of the contract shall be furnished by the contractor in the prescribed form within stipulated time period of notice of Award of Contract/ Letter of Award. The performance Guarantee shall be as per standard preform. This guarantee shall be for an amount equal to 10% (ten percent) of the contract price.

[1. The original-colored scan copy should be uploaded as bid documents in support of Financial Qualifying. The attested /notarized photocopy of the same will not be entertained]

3. The duly audited, verified & certified figure along with UDIN mentioned from Chartered Accountant (C.A) will be considered for Annual Turnover, Net worth & FY certificates & statements The provisional certificate (if any) will not be entertained.]

#### **1 In Case of Consortium:**

1) The principal (lead) bidder who desire to bid against this specification may submit the offer jointly with erection contractor / equipment manufacturer by entering into a legally valid agreement subject to fulfillment of following requirements.

\* The bid, and in case of a successful bid, the contract Agreement shall be signed so as to be legally binding on both partners.

\* Both partners of the consortium shall be jointly and severally liable for execution of the contract in accordance with the contract terms.

2) One consortium partner should satisfy 100% technical qualifying criteria as mentioned in the qualifying requirements.

3) The number of partners in a consortium should not be more than two, including the lead partner.

4) The lead partner shall be authorized to be in charge and this authorization shall be evidenced by submitting a duly registered / notarized power of attorney signed jointly by legally authorized signatories of both partners, on a non-judicial stamp paper issued by Government of Maharashtra.

5) A copy of agreement entered into by the consortium partners as specified in enclosed format shall be submitted with the bid.

6) The bid document should have been purchased and submitted by the lead partner only.

Note: - 1) All CA certified certificates should have UDIN as per ICAI guidelines. Document without UDIN are liable for rejection.

2) If bids are called between 1st April & 30th September of the year, then latest audited financial year shall be a year before previous year for financial criteria.

For the bids called after 1st October then the latest audited financial year shall be the previous financial year of current financial year.

3) In case of a fraction number, rounding off to be done to the nearest unit I.e. in case of fraction between 0 to 0.49 it should be rounded off to 0 & in case of fraction between 0.5 to 0.99 it should be rounded off to 1.

**D. Other Requirements: -**

Duly filled & signed undertaking / documents for :

- 1) Annexure - G : Undertaking for Debarment / Blacklist
- 2) Undertaking as per format circulated by CO vide letter No. Ce/Tr.O&M/3927 Dtd. 09.06.2023
- 3) Details of Tools - plants
- 4) Details of experienced staff

**Executive Engineer,  
EHV O&M DIVISION Solapur.**



**Instruction for Submission of Technical Bid:**

- i) The bidder is expected to visit the site of work and see for himself the site conditions regarding water, labour rates and all other materials affecting the work before submitting the e-tender.
- ii) E-Tender which do not fulfil all or any of the above conditions or are incomplete in any respect are liable to summarily rejection.
- iii) The submission of the on-line e-tender by bidder implies that he has read these instructions, the conditions of contract, etc. and he had made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc. will be issued to him and local conditions and other factors having bearing on the execution of the work.
- iv) The MSETCL will not however, after acceptance of contract rate pay any extra charges for lead or any other reasons, in case the bidder is found later on to have misjudged as available.
- v) It shall be definitely understood that the Company does not accept any responsibility for the correctness or completeness of this schedule and this schedule is liable to alterations, omissions, deductions or additions at the discretion of the Executive Engineer, EHV O&M DIVISION Solapur, as set forth in the conditions of contract.
- vi) The Maharashtra State Electricity Transmission Co. Ltd., or their officers who accept the e- tender, shall have the right of rejection all or any of the e-Tender and will neither be bound to accept the lowest, nor to assign any reason whatever for the rejection of any e-Tender or all tenders.
- vii) E-Tender shall remain open for acceptance subject to the provisions of clause (1) of Part-II of this tender for a period for 180 days from the date on which they are due for submission. During this period, no bidder shall be allowed to withdraw his tender. Any such withdrawal during the said period will entitle forfeiture of the earnest money deposited (EMD) with the tender.
- viii) Further information required, if any can be had from the **office of the Executive Engineer, Under Premises of 220kV EHV bale Substation, Solapur-Barshi Road Ambika Nagar, Bale- 413255**. But it must be clearly understood that the e-Tender must be received in order, by the due date and according to the instructions.
- ix) MSETCL will not be responsible for non-submission of Bid due to any internet connectivity/server problem.
- x) Any dispute regarding this tender, the decision of the Executive Engineer EHV O&M DIVISION Solapur will be final & binding upon all parties.
- xi) The bid shall be submitted through SRM E-tendering website only for respective RFX.
- xii) The document should be submitted as mentioned above only, in PDF format only.
- xiii) SRM system activity done during complete bidding process will be intimated to the bidder through system generated E-mail.
- xiv) If required you will have to produce original copies of the above documents for verification.
- xv) Only uploaded copy of SRM e-tender on official website will be considered. If any bidder submits both online e-tender & hard copy of the same' then hard copy of the tender will straight way be rejected as bid.

**2. (Commercial RFX / Bid) =**

This should contain only price bid. Rate should be quoted as per the schedule mentioned the taxes extra if applicable if not mention it will be treated as rates are inclusive of all taxes. The type of bid for this tender is "Percentage type of Bid". The bidder should quote their rates above /below/at par percentage of estimated cost. Bidder should quote the rate in reference to rates given schedule-

After verifying the full documents/certificate, pre-qualifications as above technical RFX, fulfilling the desired pre-requisites, Commercial RFX will be considered / opened. If the same is not found to be meeting the pre-requisites, his/her commercial responses will be not opened. Tender with incomplete details or not submitted on prescribed tender form etc. are liable for rejection. This office will not be responsible for delay due to internet connectivity problem or website problem. This office reserves the right to reject any or all tenders without assigning any reason thereof

The bidder should not quote conditional rates related to quantity of work. The rates should be quoted figures up to two decimals only further more decimal is not considered for commercial comparison.

Bidder should submit the rates in the SRM e-tender for each item in 'Conditions' tab which is under 'Items' tab as per the guidelines attached for participating in the RFX. ***"The price Bid shall not be attached in the document format i.e. by preparing the price bid and by uploading / attaching the scan copy of the price Bid. The same will be not accepted & such bid will be rejected straightway without any intimation".***

- a) The commercial bid will be opened online in respect of those bidder who are qualified in QR of technical bid.
- b) The Competent Authority reserves the right to relax any of the above conditions without assigning any reason thereof.
- c) The bidder can check the item wise rates in the attached estimate or under item Tab in the RFX.
- d) The rates quoted shall include required material, T&P, and personnel for executing the works.
- e) The comparison of rates quoted by various bidders will be on the basis of per unit rate basis.
- f) Right to reject/split all or any of the tenders without assigning any reasons thereof are reserved by the undersigned.

**Executive Engineer  
EHV O&M DIVISION Solapur**

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.****EHV O&M DIVISION Solapur****PART II****Instructions to the Bidders**

As per TQR, bidder should qualify/ satisfy the Experience Criteria. The document should be submitted as mentioned above only, in PDF format only. The documents not related above should not be submitted. The original hard copies should be submitted whenever required for verification. Only uploaded copy of SRM e-tender on official website will be considered. If any bidder submits both online e-tender and hard copy of the same, then hard copy of the tender will not be opened / considered as a bid.

**1. Validity of Offer:**

The offer shall be kept open for our acceptance up to 180 days from the date of commercial opening of the tender.

**2. Work Completion Period:**

The work in all respects shall be completed within 09 months from the date of handing over of site excluding Monsoon. The total completion period shall be counted from the date of handing over of the site & subject to availability of outages if required.

**3. EMD:**

The EMD amount of **Rs. 40,000/- (1% of estimated cost)** is payable online only by the Bidder. The tender will not be opened unless EMD is paid. The EMD of the unsuccessful bidders will be returned/refunded after the opening of price bid. The EMD of the successful bidder will be returned/refunded after payment of S.D by him.

**Note:** Earnest money deposited will be refunded online through SRM System after approval from competent Authority. EMD will be credited to the bank account maintained by the bidder in vendor Profile in SRM system. Bidders are requested to ensure that the bank details i.e., Account No., IFSC Code, Account Holder Name, Bank Name, Bank Address are correctly maintained in SRM System and update the same, if required.

In case bank details are not maintained by the bidders in their SRM Vendor profile, EMD will not be refunded online and MSETCL will not be responsible for the delay. MSETCL will not be responsible for any financial implications in case incorrect bank details are maintained by the bidders as it is the sole liability of the bidder to maintain correct bank details to facilitate online refund of EMD."

**4. Signing of Contract:**

The successful bidder shall also execute a stamped contract agreement with the MSETCL at EHV O&M DIVISION Solapur on his own cost in the Company's standard forms. The contractor shall enter into a contract agreement with the MSETCL within seven days from the date of receipt of LOI/work order & before starting of work. The MSETCL will not be liable to pay nor shall the contractor be entitled to claim any bill amount due or payable under the contract until the agreement is executed with MSETCL. The necessary stamp duty for the agreement shall be borne by the contractor.

**5. Prohibiting participation of Bidders Debarred/Blacklisted by Government/Semi-Government/Other Power Utilities:**

Bidders will have to submit an undertaking in the attached Schedule declaring that their Firm is not Debarred / Blacklisted by any Government / Semi Government / Other Power Utilities / MSETCL, anywhere. If it is revealed that the participating Bidder is Debarred/Blacklisted by any Government / Semi Government / Other Power Utilities / MSETCL, anywhere, the Offer of such Bidder shall be liable for rejection at any stage of the Tendering process. Further, if it is revealed that the successful Bidder is Debarred/Blacklisted by Government / Semi Government / Other Power Utilities / MSETCL, anywhere, then Order of such Bidder shall be liable for termination at any stage of Order execution process and the concern Bidder shall be solely responsible for the consequences arising there from."

**6. Bidding for bidder who shares a land border with India: -**

Regarding registration of bidders from a country sharing a land border with India in order to eligible to bid as per order (Public Procurement No. 1) DTd. 23.07.2010 from Ministry of Finance, GOI is applicable for this tender. Details are enclosed under Circular No. 654 DTd. 16.12.2020.

**7. Applicability of General Conditions of Contract:**

Notwithstanding anything stated herein, the MSETCL's General Terms and Conditions of Contract shall be applicable to the contract, as far as they are applicable to this contract also. NO deviation in terms and conditions of MSETCL will be entertained.

The rates taken for estimates are as per latest & new SOR of MSETCL. Hence, rates and taxes cannot be changed. If there is any change that needs to be made in the RFX of SRM system in terms of rates or taxes such as change in tax for any material or services, same should be intimated to this office before bid submission by vendor only.

**8. Jurisdiction:**

All disputes and differences related to the tender / contract shall be subject to the exclusive jurisdiction of Solapur District Court only.

**9. Cancellation of Tender/LOI/Work Order: -**

The undersigned reserves the right to cancel the tender/LOI/Work Order at any stage without assigning any reasons thereof.

**The undersigned reserves the right to cancel the tender without assigning any reasons thereof.**

**Executive Engineer  
EHV O&M DIVISION Solapur**

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**  
**EHV O&M DIVISION Solapur**

**PART III**

**Definitions & General Terms and Conditions of the Contract**

**1. 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' shall mean "The Maharashtra State Electricity Transmission Co. Ltd", and shall include its legal representatives, successors and permitted assignees.

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 assignees.

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/entity to whom any part of the contract has been sublet by the Contractor with the consent in writing of the Owner and will include the legal representatives, successors and permitted assignees 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's' 'materials', 'Stores' shall mean and include plant 'Stores' and 'Materials' to be provided by the Contractor under the contract.

1.7 'Works' shall mean the design, engineering, manufacture (wherever applicable), testing, supply of equipment, materials erection, testing and commissioning of various equipment's as detailed in the bidding documents.

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, executed, erected, done or carried out.

1.10 'Manufacturer's works' or 'Contractor's works' shall mean the place of work used by the Manufacturer, the Contractor, or subcontractor for the performance of the works.

1.11 Notice of Award of Contract/'Letter of Award' (LoA) shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.

1.12 The 'Company' shall mean a company incorporated under the statutory Act or any previous Company Law.

1.13 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.

1.14 'Contract Price' shall mean the sum named in the contract agreement if any or the work order by the Owner, subject to such additions there to or deductions (i.e. QV, Extra Item & PV if applicable) there from as may be made under the provisions herein after contained.

1.15 '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.

1.16 'Manufacturer's Supervisory Personnel' shall mean the supervisory personnel deputed by the Contractor or any other manufacturer who has supplied materials or under whose supervision the installation of equipment is to be carried out.

1.17 Date of Contract' shall mean the date on which LOA is issued and/or acceptance of bid is intimated to Contractor as the case may be.

1.18 'Guarantee Tests' shall mean such tests as prescribed in the Contract or as instructed by the Engineer to be performed by the Contractor before the works are finally accepted by the Owner ready for commercial use complete with all items to the satisfaction of the Engineer.

1.19 'Delivery period' shall mean the time period required from the date of handing over of site to the stage the works are ready for trial operation and inclusive of performance test.

1.20 Commissioning' shall mean the first successful operation of the equipment after all initial adjustments, trials, etc, cleaning and re-assembly required at site if any have been completed and the equipment is made ready for commercial use.

1.21 The term 'Final Acceptance' shall mean the Owner's written acceptance of the works performed under the contract after successful testing and commissioning of the equipment's covered under this contract

1.22 Guarantee period' shall mean the period during which the Contractor shall remain liable for repair, replacement of any defective part of the works including all associated activities of dismantling/re-erection etc. performed under the contract.

1.23 'Month' shall mean the calendar month. DAY or DAYS unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

1.24 'Writing' shall include any manuscript, under or over signature and/or seal as the case may be.

1.25 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.

1.26 'Drawings' 'Plans' shall mean all: -

a. Drawings furnished by the Owner as a basis for proposal

b. Supplementary drawings, if any, furnished by the Owner to clarify and to define in greater detail the intent of the Contract.

c. Drawings submitted by the Contractor with his proposal, provided such drawings are acceptable to the Owner.

d. Drawings furnished by the Contractor/Manufacturer to the Owner during the progress of the work.

1.27 'Codes' shall mean the following, but not limited to including the latest amendments and/or replacements, if any: -

a. Indian Electricity Act 1910 / 2003, and Rules and Regulations made there under.

b. Indian Factory Act, 1948 and Rules and Regulations made there under:

c. A.S.M.E Test Codes.

d. A.I.R.E. Test codes.

e. Standards of the Bureau of the Indian Standards applicable for relevant materials supplied.

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

g. Any other relevant law, rules and Regulations applicable from time to time.

## **2.INTERPRETATION**

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 and associations or bodies of individuals, whether incorporated or not.

2.3 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1987).

## **3 SCOPE OF CONTRACT**

3.1 The scope of work involves, list various activity as per schedule "A" for EHV O&M Division, Solapur

(a) OUTAGES: outages as & when required will be arranged by concerned authority.

(b) The contractor shall have to make his own arrangement for transport of man power, tools and tackles in adequate quantity such as, sling, ropes, tarpaulins, jacks etc. whenever required.

#### **4 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 etc., loading/unloading/ fabrication space etc. and to have fixed his price taking into account all such relevant conditions and also the risks, contingencies, applicable taxes & cess 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 be deemed to have carefully examined all contract documents to his entire satisfaction.

If at all any bidder is having any issue/ doubt / objection or if any explanation / detailing is needed related to any portion of the contract documents point given in this tender booklet, then before participating in the tender / submitting the offer / documents in the ongoing tender, the matter should be taken up with respective to tender floating authority (Owner) in writing, in order that such doubt may be removed. Once anyone / any bidder / agency has participated in the tender by submitting bid / documents, then NO communication related to anything mentioned in the tender will be entertained at any stage of the tender process by the that person / bidder / agency.

#### **5 CONTRACT DOCUMENTS**

5.1 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 and conditions of contract, special terms and conditions, technical specifications, annexure, schedules amendments etc.
- b) Contractor's bid proposal including the letters of clarifications exchanged there-to between the Contractor and 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 and conditions of contract, if any.

#### **6. PERFORMANCE SECURITY DEPOSIT**

6.1 The Performance security for the proper fulfilment of the contract shall be furnished by the Contractor (In case of JV, the performance security deposit shall be provided by both partners in proportion of 60% for lead partner and 40% for JV Partner in the project) in the prescribed form within 14 (fourteen) days of Notice of Award of Contract/Letter of Award. Performance security may be furnished in the form of account payee demand draft, fixed deposit receipt from a Schedule bank, bank guarantee issued/confirmed from any of the Schedule bank in India, or online payment in an acceptable form, safeguarding the purchaser's interest in all respects. This guarantee shall be for an amount equal to 10% (ten percent) of the contract price subject to that stated in 6.9 below. BG should be payable at respective office as per directives of Tender floating officer. BG may be ensured as per format enclosed. Further, if PBG is submitted in the form of bank guarantee, proof of stamp duty paid as per Maharashtra Stamp act 2015 (*Circular No. MSETCL/Director (Finance)/04567 Dtd. 30.04.2016*) should be attached.

6.2 The performance security shall cover additionally the following guarantee to the Owner: "The Contractor guarantees that the equipment's installed by him shall be free from all defects in materials / workmanship and shall, upon written notice from the Owner, fully remedy free of expenses to the Owner such defects that are attributable to the Contractor within the period of guarantee specified in the relevant clause of the contract."

6.3 The contract Performance security 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 security shall be returned to the Contractor 90 days after the end of the successful completion of guarantee period. The owner is not liable to pay any interest or compensation to the Contractor on amount of Performance Guarantee either during continuation or after the end of the Guarantee Period. The performance security will be forfeited and credited to the MSETCL account in the event of a breach of contract by the contractor.

6.5 The termination of the contract under the clause 30.3 '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 and for the full period of contract including 90 days after the end of guarantee period.

6.6 In the case of increase in contract value, the contractor shall within 14 (fourteen) days from the date of amendment letter, indicating increase in contract value, submit the Performance security equivalent to 10% (ten percent) of the value of increase in contract value, valid for period as indicated in sub clause 6.5

6.7 After issue of the Notice of Award /Letter of Award of contract, if the contractor has not submitted the Performance security within specified period mentioned in 6.1, the Notice of Award/ Letter of Award will be cancelled after 07 (Seven) calendar days and EMD will be forfeited.

6.8 The Performance Bank Guarantee shall be as per proforma attached to the Bid Document. The confirmation from the issuing branch of the bank is obtained in writing through registered post/speed post/courier/email. The bank should be advised to confirm the issuance of the BGs specifically quoting the letter of Procurement Entity on the printed official letterhead of the bank indicating address and other details (including telephone nos.) of the bank and the name, designation and code number of the officer(s) confirming the issuance of the BG.

6.9 For the offers received below the estimated cost of tender, the amount of Performance Bank Guarantee shall be applicable as under.

Sr. No	Offer received	SD	ASD for offer up to 10% Below	ASD for offer between 10% to 15% below	ASD for offer below 15% OR more
		Works Including supply			
1	At par OR above	10%	--	--	
2	Up to 10% Below	10%	1%	--	
3	Between 10% to 15% Below	10%	1%	1% for every 1% or Part thereof more than 10%	
4	Below 15% or More	10%	1%	5%	2% for every 1% or Part thereof more than 15%

## 7. SPARES

The supplier shall ensure supply of spares, materials and technological support for 10 (Ten) years from date of commissioning of the project/Equipment.

## 8. CONTRACT PRICE, TAXES & DUTIES

8.1 Bidder to quote their offer as single percentage for all portions i.e. Supply, ETC and Civil portion and same percentage will be applicable for each item of price breakup. The tender will be considered as In-Divisible Composite Works Contract in Totality.

8.2 The contract prices (on firm price basis) quoted by the Contractor in his bid with additions and deletions as may be agreed for the entire scope of the works viz. design, engineering, supply, transportation, loading/unloading, receipt and storage at site, erection, testing and commissioning of the works in presence of OEM authorized representative, factory inspections covered under this specification and documents, shall be treated as the Contract price. The cost towards inspection at factory includes cost of travel by Air, Hotel accommodation, etc. for at least 2 Engineers from MSETCL.



8.3 The contract price shall include all taxes and duties, whatsoever applicable and the owner shall not be liable for payment of any such taxes or duties.

8.4 The contract price shall also include the custom duty on any imported components required for incorporation into the works. The responsibility for obtaining the import license shall rest with the Contractor.

8.5 The contract price shall include any cost or charges for obtaining any permits or license or clearances etc. wherever applicable.

8.6 The cost shall also include the expenses / charges towards permission / approval for the plan layout, method of construction, charging permission, inspection of the installation before energizing & documentation thereof etc. to the office of the Electrical inspector (PWD) GoM. Where ever needed, the approval for the plan layout, method of construction, charging permission etc. to charge the electrical equipment is to be arranged by 'The Contractor' from the concerned Electrical Inspector. Necessary documentation & compliance thereof also need to be done by 'The Contractor' 'The Company' may facilitate for such approval / permission.

8.7 The contract is to be treated as an In-divisible contract. The contract shall include all applicable taxes, duties cess /fees etc. The bidder shall note this point while quoting the prices against this invitation to bid.

## **9 PRICE ADJUSTMENT –**

The price variation (PV) clause is **NOT** applicable for this tender.

## **10 ENGINEER'S SUPERVISION**

### **10.1 Engineer's Instructions:**

All instructions and orders to the Contractor shall, except as herein otherwise provided, be given by the Engineer. The works shall be under overall supervision, and shall be subject to the approval of the concern Executive Engineer or above.

### **10.2 Engineer's Representative:**

The Engineer 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-**

10.3.1 Resident Engineer/Engineers shall mean the Engineer/Engineers to be appointed by the Owner to execute the works on the site. The Contractor shall afford him every reasonable facility for doing so 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.

10.3.2 The Engineer shall during the progress of the work, have following powers to order, in writing, from time to time.

- a) The removal from the site within such time or times as may be specified in the order, any materials which in the opinion of the Engineer are not in accordance with the Contract.
- b) The substitution by proper and suitable material.
- c) The removal and proper re-execution (not-with-standing any previous test thereof or interim payment there

for) of any work, which in respect of materials or workmanship is not, in the opinion of the Engineer, in accordance with the contract.

d) Removal of materials obstructing the operation of existing station/ equipment's.

In case of default on the part of the Contractor in carrying out such order, the Owner shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the contractor by the Owner or may be deducted by the Owner from any amount/money due or which may become due to the Contractor. The Engineer shall stipulate reasonable time for the contractor to carry out the order aforesaid.

## **11 SUPERVISIONS OF CONTRACTOR**

The Contractor, upon award of the Contract shall, in addition to a Project Co-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 tendency 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 sub-contractor, his agents, servants or workmen as fully as if those were the acts, defaults, neglects of the Contractor, his agents, servants or workmen.

12.4 The Engineer shall have the right to obtain from the Contractor any agreement in writing entered into by the Contractor with any of his sub-contractors, or any purchase orders placed for supplies and services in respect of the works included in the contract. The contractor shall supply the engineer with full technical and commercial details of orders placed on his sub-contractors. The technical specification of all the items ordered on subcontractor shall be subject to the approval of Engineer.

## **13 CONTRACT DRAWINGS -**

### **13.1 CONTRACT DRAWINGS -**

The drawings, GTP (General Technical Particulars) of equipment/ material shall be submitted by 'The Contractor' to the concerned approving authority of MSETCL. These should be as per approved technical specification of tender.

### **13.2 MISTAKES IN DRAWINGS-**

13.2.1 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 not be responsible for the drawings and information supplied by the Engineer.

13.2.2 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.

## **14 EFFECT AND JURISDICTION OF CONTRACT**

14.1 The Contract shall be considered as having come into force from the date of the issue of Letter of Award by the Owner.

14.2 The laws applicable to this contract shall be the laws in force in India. The Courts nearby respective office shall have exclusive jurisdiction in all matters arising under this contract.

## **15 LANGUAGE AND MEASURES**

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

## **16 PATENT RIGHTS & ROYALTIES**

16.1 Royalties and fees for patents covering materials, articles, apparatus, devices, equipment 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/IP Rights 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.

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

16.3 Similar or better technology than the technology offered in respect of material, equipment and process involved shall be transferred to MSETCL. Along with the transfer of technology, adequate training in the respective field shall also be provided

## **17 WORKMANSHIP & MATERIALS**

17.1 The plant and/or the work shall be manufactured, constructed, provided, put in possession, carried out and maintained in all respects 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, labor, haulage, tools, tackles, apparatus and all things necessary to execute and complete the work and plant in manner aforesaid.

17.2 All materials used in the manufacture shall be high grade, free from defects and imperfection, recent manufacture & unused. Materials shall conform to the latest specifications of BIS, where applicable.

17.3 All work shall be performed and completed in accordance with the best shop practice. Manufacture, of high-grade equipment castings shall be free from blowholes, 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.

17.4 All the material in the scope of 'The Contractor' shall be procured from MSETCL approved vendors & same shall be as per MSETCL approved standard & specifications. The necessary call for inspection of the material shall be given well in advance to owner.

## **18 PACKING, FORWARDING AND TRANSPORTATION ETC.**

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

18.2 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.

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

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

As per Technical Specifications & MSETCL approved quality assurance plan.

## **20 DEMURRAGE AND WHARFAGE ETC.**

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

## **21 PROGRESS REPORT: -**

The Contractor shall submit fortnightly reports to the engineer showing the progress of delivery of the equipment/materials and the erection work executed by the Contractor. The Contractor shall also furnish to the engineer such other information as the engineer may require to satisfy himself about the delivery of the equipment / materials and the various stages of execution of the works to suit the accepted commissioning program. The Contractor shall be responsible for the proper dispatch, receipt and storage at the site of all equipment/materials delivered for the purpose of the contract and also for notifying the engineer of the details of the deliveries and delay thereto. Should any plant and equipment be lost or damaged due to improper packing, transport, handling, the contractor shall make best efforts to ensure that the replacement is arranged expeditiously so that commissioning schedule shall not be affected.

## **22 CO-ORDINATION MEETINGS**

22.1 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.

22.2 The Contractor will also be called upon to attend to design co-ordination 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.

## **23 TIME: THE ESSENCE OF CONTRACT**

23.1 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 resources and perform his work as to complete it not later than the date agreed to.

23.2 The Contractor' shall submit PERT network/ Bar chart and activity wise schedule within 10(Ten) calendar days from receipt of the LoI / work order. The Contractor' shall submit a detailed Bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of work also clearly indicating the completion period for various groups of activities. This 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.

23.3 The above PERT network/bar chart shall be reviewed and periodic review reports shall be submitted by the contractor as directed by the Engineer.

## **24 FORCE MAJEURE**

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

24.2 Not-with-standing any provision under clause 25.1, 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, failure on the part of the railways to supply sufficient wagons to carry essential raw materials etc. and finished products from the stores etc. These causes shall not be treated as 'Force Majeure' but subject to the provision and stipulation made in clause of for late delivery/execution.

24.3 In case of damage or destruction of any property or equipment belonging to the Contractor due to force majeure causes, the Owner shall not be liable for the same.

24.4 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 with-out any extra charge for storage for a reasonable time.

## **25 EXTENSION OF TIME LIMIT FOR COMPLETION: -**

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

## **26 LIQUIDATED DAMAGES:**

26.1 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.

26.2 GST (as per prevailing rates) will be charged extra on LD amount calculated.

26.3 If the work is not carried out / delayed for reason attributable to 'The Contractor', in the stipulated outage period, penalty @ 01 (one) % per hour for every delayed hour – subject to maximum of 10 (Ten) % for that particular work shall be levied.

## **27 TERMS OF PAYMENT**

27.1 The payment to the contractor for the performance of the works under the contract shall be made by the owner as per guidelines mentioned in the part of the Contract Agreement 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 fulfilment by the contractor of all his liabilities under the contract.

27.2 Payment will be made to contractor after successful completion of scope of work as per terms and condition of the order. Payment will be initiated after submission of invoice after SES/MIGO certified by respective S/Stn or S/Dn In-charge.

27.3 Note: - For 100 % GST payment against tax invoice along with all valid documents' submission.

27.4 MODE OF PAYMENT TO CONTRACTOR all payments due on the contractor shall be paid only by RTGS/NEFT.

27.5 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.

27.6 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.

27.7 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.

27.8 The measurement entered in the measurement books and the bills prepared shall be signed and dated by both the contracting parties.

27.9 The Contractor will be intimated in writing by the Engineer the proposed date of measurement. If the Contractor does not turn up at the appointed 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.

27.10 Passing of measurement as per bills does not amount 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.

27.11 The Contractor shall be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the Workers and duly signed by the Contractor's representative should be furnished to Engineer for record purpose every month.

27.12 The payment for the works shall be made directly to the Contractor by the Owner.

27.13 The quantities indicated are approximate and only indicative. The actual quantities may vary & the payment will be made for the actual quantity of work done / material supplied & used / consumed only.

## **28 DEDUCTIONS 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.

## **29 CONTRACTOR'S DEFAULT**

29.1 If the Contractor neglect to execute the works with due diligence and expedition or refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the works or 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. If 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 will 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 think fit, it will 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 will 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 will 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 exceed the balance due to the Contractor, the Contractor shall pay such excess or owner can deduct such excess amount due to contractor from any other existing/ ongoing contract with MSETCL. The Owner has the right to terminate the contract in case of Contractor's default.

29.2 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.

29.3 The termination of the contract under this clause if effected 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 the end of guarantee period.

29.4 If any part works/ half done work partial activity completion are delayed by contractor beyond the stipulated time even after the instructions are issued by nodal officer in writing, the nodal officer shall have the right to execute the same through any other agency to avoid the delay in completion of the project. If the clause is exercised, the cost at such works shall be recovered through the contractor's payments up to the actual cost of the work executed with administrative cost i.e.10.75%. Further penalties at the rate of 10% of the above cost shall be levied to the Agency.

29.5 Such incidences, execution of clause no. 30.4 if exercised three (3) times for the project, the contractor shall be blacklisted from the participation in the future tenders of MSETCL for further three years.

## **30 TERMINATIONS OF CONTRACT:**

30.1 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 starting / execution /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.

30.2 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/ equipment & 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 purchase of such similar materials/equipment or works.

30.3 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 equipment, 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.

30.4 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.

30.5 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.

30.6 Notwithstanding anything stated herein, the General Terms and Conditions of Contract of 'The Company' shall be applicable to the contract, as far as they are applicable to this contract also.

### **31 REJECTIONS:**

31.1 In the event any of the 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 material/work and call upon the contractor to replace the material/work by a new one at his own expense. If the contractor fails to do so, the Owner may either replace or rectify such defective equipment/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 (b) terminate the contract for Contractor's default as provided for in the contract.

31.2 In the event the contractor is unable to replace the rejected material within a reasonable time, the owner reserves the right to acquire the said material/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

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

32.1 In case the Contractor's performance is delayed due to any act of omission on the 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.

32.2 The Contractor desirous of extension of time for completion of work on this ground shall apply in writing to the Engineer at least 90 days (ninety days) 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.

### **33 MODIFICATION & RECTIFICATION**

33.1 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 requirements, 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.

33.2 For the above work, any material and consumable required will also have to be arranged by the Contractor at his cost.

33.3 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.



### **34 COMPLETIONS 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.

### **35 ARBITRATIONS**

35.1 The matters to be determined by the Chief Engineer (C.E.)/Superintending Engineer (S.E):

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

35.1.2 Demand for Arbitration: In the event of any dispute or difference between the parties here to 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 presenting his final claim on disputed matters, shall demand in writing that the dispute or difference to be referred to arbitration.

35.1.3 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 MSETCL. b) The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal. c) Parties shall submit their defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from the Tribunal thereafter unless otherwise extension has been granted by the Tribunal.

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

35.1.5 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 MSETCL, that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and MSETCL will be discharged and released of all liabilities under the contract in respect of these claims.

35.2 Obligation during pendency of Arbitration: Work under the contract, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by 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.

35.2.1 Work under the contract, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by 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.

35.2.2 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 Govt. not below the rank of C.E./C.A.O. or a judicial officer retired not below the rank of Dist. Judge, as the Arbitrators. For this purpose, the MSETCL will send a panel of more than 3 names of arbitrators who may be either serving or retired Govt.

officials, / judicial officer retired not below the rank of Dist. Judge, to the contractor who will be asked to suggest to the Chairman at least 2 names for appointment as contractor's nominee. The Chairman shall appoint at least one of them as contractor's nominee. The Chairman of MSETCL will also appoint the owner's/company nominee either from the panel or from outside the panel. Further above both the arbitrator nominated by the respective parties shall appoint the third arbitrator who shall act as presiding arbitrator. While nominating arbitrators, it will be necessary to ensure that one of them is or has worked in Accounts department.

35.2.3 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).

35.2.4 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.

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

35.2.6 Arbitral award shall state item wise, the sum and reasons upon which it is based

35.2.7 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.

35.2.8 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.

35.2.9 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.

35.2.10 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 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.40,000/- and the fees payable per arbitrator for claims over Rs. One Crore, shall not exceed Rs.2000/- per sitting subject to a maximum of Rs.50,000/-. Provided further that the arbitrators who are in service of Govt./MSETCL shall draw fees at half of the rates mentioned above.

35.2.11 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.

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

35.2.13 Subject to the provisions as aforesaid, Arbitration & conciliation Act, 1996 and its amendment published on 01.01.2016 in The Gazette of India and the rules there under, and any statutory notification thereof shall apply to the arbitration proceedings under this clause.

### **36 SUSPENSIONS 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.

### **37 TERMINATIONS OF CONTRACT ON OWNER'S INITIATIVE**

37.1 The Owner reserves the right to terminate the Contract either in part or in full for reasons other than those covered 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.

37.2 The 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 subcontracting or purchasing 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.

37.3 In the event of such a termination, the Contractor shall be paid reasonable compensation dictated by the circumstances prevalent at the time of termination.

### **38 ENFORCEMENTS 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.

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

40.1 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.

40.2 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.

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

41.1 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.

41.2 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.

41.3 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.

#### **42 CO-OPERATION WITH OTHER CONTRACTORS AND OWNER Page 8 SR. NO. GTC OF CONTRACT FOR R&M /CAPEX WORK**

42.1 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.

42.2 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 to rectify this situation after inspection of the works and such decisions by the Engineer shall be binding on the Contractor.

#### **43 WORKS TO BE OPEN TO INSPECTION AND CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT: -**

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and the Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effect as if those had been given to the Contractor himself.

#### **44 NOTICES TO BE GIVEN BEFORE WORK IS COVERED UP**

The Contractor shall give not less than seven days' notice in writing to the Engineer before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken. In case the Contractor covers up the work without such notice, the Engineer reserves the right to get the same uncovered at the risk and expense of the Contractor.

#### **45 REMEDIES OF DEFECTS: -**

If at any time before the works are finally taken over by the Owner, the Engineer shall decide that any work done or plant supplied or materials used by the Contractor or any sub-contractor is/are defective or not in accordance with the contract or that the works or any portion thereof are defective or do not 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. All

plant provided by the contractor to replace defective plant shall comply with the contract. The Contractor shall be entitled to remove and retain all plant that the Owner may have replaced at the Contractor's cost. In case of failure of the contractor to remove the replaced parts within a reasonable time, the Owner, reserves the right to take further action for its disposal in any manner deemed fit. Such action shall in no way limit the liability and responsibility of the contractor for removal of such parts. However, the Owner shall give reasonable time to the Contractor before such action is taken.

#### **46 EMPLOYMENTS OF LABOUR**

46.1 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.

46.2 All traveling expenses including provisions of all necessary transport to and from site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor. The Contractor shall arrange, at his own cost, the accommodation for his labour and other supervisory staff.

46.3 The Contractor's employees shall wear identification badges while on work at site.

46.4 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.

46.5 As far as possible, unskilled workers shall be engaged from the local area in which the work is being executed.

46.6 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.

46.7 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

46.8 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. 47.9 The Contractor shall fulfil all his obligations in respect of accommodation including proper medical facilities for the personnel employed by him.

46.9 The Contractor shall submit to the Engineer, on the first day of every month, a man-hour schedule for the month indicating the number of manpower, skilled or otherwise proposed to be employed by him for the works. Should the Engineer be of the opinion that the list needs modification to ensure completion of the scheduled work in time and in a professional manner, the Contractor shall, at his own expense, rearrange the manpower to be employed at site.

#### **47 DISCIPLINES OF WORKMEN: -**

The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor who in the opinion of the Engineer has misconducted 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.

#### **48 DISORDERLY CONDUCTS, 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.

#### **49 CLEANLINESS**

49.1 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.

49.2 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.

49.3 On the completion of the works, the contractor shall clear away and remove from the site all Contractor's equipment 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.

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

#### **50 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.

#### **51 SECURITIES: -**

The Contractor shall have total responsibility for all equipment's 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.

#### **52 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.

#### **53WORKS & SAFETY REGULATIONS**

53.1 The Contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or to others working at site.

53.2 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

53.3 The Contractor shall be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer as he may deem necessary.

53.4 All safety rules and codes applied by the Owner at site shall be observed by the contractor without exception. The Contractor shall be responsible for the safety of the equipment/material and work to be performed by him. The Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch & ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the Contractor till the completion of the work under this contract.

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

#### **54 ELECTRICAL SAFETY AND OTHER REGULATIONS:**

54.1 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.

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

54.3 Statutory laws/regulations including the labour and environmental laws shall be strictly complied with during supply, storage, erection, and commissioning and operation process. A regular compliance report shall be submitted to the procurer/appropriate Authorities.

#### **55 INSURANCES: -**

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. All the insurance cover shall be procured by the contractor from Director of Insurance, Govt. Insurance Fund, Govt. of Maharashtra, MHADA Bhavan, 264, First Floor, Bandra (East), Mumbai- 400 051 under direct method. The Nodal Officer, MSETCL shall ensure that all the insurance policies are obtained as above and copies of the same submitted to his office before commencement of work. Further it is responsibility of agency to insure the validity / renewal of policy till successful commissioning of work. As per the directives of *Govt. of Maharashtra GR No-Sankiran 2018/Pr.Kr.47/CR 174/vima prakashan dtd 13.07.2022*, the concerned authority of MSETCL shall recover 1% of contract value, (if Contract value is more than 25 Lakhs and contractor are not followed the aforesaid directives) and 1/2 % of contract value (if Contract value is less than 25 Lakhs). The same amount deposit with Director of Insurance, Govt. of Maharashtra, Mumbai by cheque/DD with complete details of contract. In this case any say of contractor will not be entertained. The recovered amount against insurance shall be deposited by payment disbursing authority of tender.

## **56 INDEMNIFICATIONS OF OWNER**

56.1 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.

56.2 The Contractor shall necessarily indemnify the owner in all these respects and the indemnification and insurance policy shall be to the approval of Engineer.

56.3 The recommended value for the third-party insurance policy to be taken by the Contractor are as follows:  
a) Maximum liability for injury to any person.: Rs.5,00,000/-(Rs-Five Lakhs only) b) Maximum liability for any one accident.: Rs.10,00,000/-(Rs-Ten Lakhs only) c) Maximum liability for total number of accidents: Rs.50,00,000/- (Rs-Fifty Lakhs only) during the contract period.

56.4 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. Page 10 SR. NO. GTC OF CONTRACT FOR R&M /CAPEX WORK

## **57 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. If any accident occurs to the labour skilled/unskilled or any third party, compensation if any, is to be paid by Contractor at their own cost. These insurance policies need to be taken by contractor without any additional cost to the owner (MSETCL).

### **Compensation under workmen's compensation Act – 1923 (VII of 1923):**

The contractor shall be responsible for and shall pay compensation to his workman / employee as per Act for injuries that may be inflicting on the workmen. In case if such compensation is paid by the Transmission Company, as per Principals under subsection (I) of Section 12 of said Act, on behalf of the Contractor the amount of such compensation paid shall be recovered in the manner laid in clauses 4 of the relevant section of the Act.

## **58 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. These insurance policies need to be taken by contractor without any additional cost to the owner (MSETCL).

## **59 COMPREHENSIVE GENERAL LIABILITY INSURANCE**

59.1 This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the Clause entitled "Defense of Suits". These insurance policies need to be taken by contractor without any additional cost to the owner (MSETCL).

59.2 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.



59.3 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.

#### **60 GUARANTEE/WARRANTY: -**

60.1 The Contractor shall guarantee/warranty that the 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 12 months (i.e. 1 {One} year) from the date of final acceptance of the entire scope of work/project by the Owner. However, for the transformers, the 10% PBG to the value of Transformers/ ICTs shall be furnished by manufacturer/supplier for 60 (sixty) months (i.e. 5 {five} years) from date of supply. Any defect developed due to defective materials and/or workmanship during testing and commissioning / performance of the works executed or during the guarantee/warranty period 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 Contractor. In case of failure after the guarantee period but before the estimated life of equipment, punitive actions deem fit will be initiated.

60.2 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 an emergency, wherein the judgment 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 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.

60.3 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 three year from the date of such replacement or renewal.

60.4 The acceptance of the works by the engineer shall in no way relieve the Contractor of his obligation under this clause.

60.5 If at any time during the guarantee/warranty period, it appears to the Engineer that any work has been executed with unsound, imperfect or unskillful 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.

60.6 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.

60.7 The Contractor shall promptly provide adequate staff at site during the guarantee period to attend to defects, if any

#### **61 BANKRUPTCIES: -**

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 be 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 in whom the contract may become vested or (b) to give such receiver, liquidator or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to an amount to be agreed.

## **62 NOTICES: -**

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). 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.

## **63 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.

## **64 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.

## **65 EVALUATION CRITERIA:**

All responsive bids are evaluated by the Terms & Condition with a view to select the lowest (L1) bidder who meets the qualification criteria and techno commercial aspects. Initially only the techno-commercial bids would be opened and evaluated for bids which successfully meet the qualification criteria and techno-commercial aspects. Financial bids of such successful bidders only would be opened for selecting the L1 bidder among these. The prices are to be quoted in the relevant bid-proposal sheets. The tender is invited as In-divisible composite works contract on uniform percentage basis. Bidders are requested to quote their offer as single percentage for all portions i.e. Supply, ETC and Civil portion and same percentage will be applicable for each item of price breakup. The tender will be considered as In-divisible composite Works Contract in totality. The evaluation shall be based on net total offer price of Supply, ETC & Civil work quoted by the bidder after loadings on account of discounts, taxes or any other additions / deletions.

## **66 MODE OF AWARD OF CONTRACT:**

The contract is to be treated as an In-Divisible contract. The contract shall include all applicable taxes, duties, cesses etc. in specification.

## **67 ACCEPTANCES 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.

## **68 WITHDRAWALS OF INVITATION FOR 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 for bid at any time before its acceptance.

## **69 REPRESENTATIVE/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.

## **70 SUBMISSIONS OF UNDERTAKING:**

Bidder must submit an Undertaking for Liability for penal action under IPC' on a Non-Judicial bond Paper of Rs.500/- (Five Hundred) only. Declaring that all documents submitted by Bidder are genuine & authentic and all Terms & Conditions of the Tender are acceptable to Bidder. (Proforma attached) The Coloured scanned copy of said Undertaking must be uploaded while submitting offer and be submitted in physical form within 3 (Three) calendar days from last day of bid submission, to the tender processing authority. Undertakings / Agreements must be executed & submitted on bond paper issued by Govt of Maharashtra. Documents executed on bond papers from other states will not be accepted in any case / reason.

## **71 EXECUTIONS OF WORK:**

The execution of work is to be planned in consultation with the concerned Executive Engineer after verifying the safety in live condition. The agency shall have to firstly complete all the work for which the outage is not required. The agency shall have to propose the outages required for carrying out the work well in advance i.e. 07 days advance, so that the same can be arranged by MSETCL. Outages as and when required will be arranged by the concerned Executive Engineer as per plan submitted by contractor. The agency shall take utmost care to complete the work during the approved outage hours only, also arrange the man power and T&Ps accordingly. The work should be carried out strictly following the standard practices, processes and methods of 'The Company'. The detailed program as per the bar chart should be chalked out before starting & execution of work.

## **72 Amendments / Corrigendum to this tender (RFx):**

At any time prior to the date of opening of this tender (RFx), 'The Company' may for any reason – whether on its own or in response to the query / clarification / request by a prospective bidder, modify the tender documents. To keep update of this tender, it is requested to keep track of official website Such amendments done from time to time shall be binding on all 'The Bidder(s) who had submitted bids before such amendment & wish to submit bids after such amendment. To facilitate such amendments, 'The Company' may extend the date of opening of this tender (RFx).

**73 Genuineness of competition:** To ensure fair & genuine competition, bids / offers from 'related parties' whose one or more no. of the owner / partners / directors etc. (as the case may be) is same in two or more participating bidders (as on the date of submitting offers for this RFx) will be treated as 'collusive' / 'Anti-Competitive' Bidding & hence bids from all such Bidder(s) shall be rejected outright as offers from 'related parties'.

**74 Disqualification:** The bidder(s) shall be disqualified / their offers will be rejected - in following conditions...

74.1 Disclosing untrue and/ or false information, or withholding information or part of information

74.2 Record of poor performance such as unsatisfactory work or abandoning the work etc.

74.3 Financial short comings or failures in past contracts.

74.4 Inadequate experience or employing insufficient number of employees or not employing qualified employees.

74.5 Non – payment or requisite EMD & tender Fees The bidder registered under S.S.I / N.S.I.C / MSME certificate for the SRM portal shall also pay the EMD in the following cases, 1) If S.S.I / N.S.I.C. / MSME certificate do not indicate material / Service required against this Tender 2) If Turnover or Manufacturing capacity exceeds the limit indicated in S.S.I / N.S.I.C. / MSME certificate specified by the concerned authority to avail the benefit of E.M.D. exemption.

74.6 non-submission of unsigned undertaking(s) included in this tender booklet.

74.7 non-submission of bid in any other form than online submission to e tendering portal of 'The Company'

74.8 Uploading documents of Technical Bid in Commercial Bid or Vice Versa or both Technical Bid & Commercial Bid in any one of the Bid

74.9 Conditional bids (say rates, quantum of work, payment terms, specific location etc.)

74.10 being 'related parties' – as described in Sr. no. 76 – Genuineness of Competition – above

74.11 Poor quality & workmanship of products previously supplied and frequent failures during warranty period as experienced by 'The Company'

74.12 'The bidder' having ongoing litigation with any office of 'The Company'

74.13 'The Bidder' in the opinion of 'The Company' has malafide intention in the conduct of business with 'The Company'

74.14 'The Bidder' has been declared as defaulter as per the Terms & Conditions of 'The Company'

#### **75 Statutory Deductions:**

All statutory deductions, including but not limited to, Income Tax (IT), Goods & Service Tax (GST), Labour Cess, Tax to be Deducted at Source (TDS) as applicable & in force from time to time shall be deducted from the bills due for payment to 'The Contractor'.

#### **75 Supply of Material:**

Immediately on receipt of the LOI/Work Order, the contractor shall take prompt action in planning the work in consultation with the concerned Executive Engineer (Electrical). He should also take steps for timely procurement of the necessary material as per LOI/Work Order and tools and plant. The material to be supplied shall be procured from the approved vendor (Manufacturer) of MSETCL. The equipment wise list of approved vendors (Manufacturer) is available on the MSETCL's website. The material/equipment shall meet the technical specifications attached to the tender document/RfX.

#### **76 Operating Authority:**

This contract will be operated by the concerned Executive Engineer or his designated representative not below the rank of Addl EE.

#### **77 Risk & Cost: -**

In case you fail to complete the work entrusted to you partly or fully, the undersigned reserves the right to get the balanced work carried out through another agency and the difference in cost will be recovered from your bill and S.D. If the balance remains to be recovered the same shall be recovered from your any balance payment in all over MSETCL.

#### **78 Hindrance of work: -**

If the work has to be suspended due to any reason, shut down etc. The MSETCL shall not pay any compensation / Damage to the contractor for items like labor, idle machinery, vehicles etc. However, in such a case the contractor will be paid for the actual work executed by him under the supervision & measured by concerned Executive Engineer. A separate register shall be maintained jointly by the site in-charge and the agency.

#### **79 Electrical Inspector Permission: -**

Approval for method of construction, plan layout & charging permission from Electrical Inspector

is in the scope of agency, necessary help required will be extended by MSETCL.

**80 Quantities:**

The quantities indicated in the Schedules are approximate and only indicative. The actual quantities may vary. The payment will be made for the actual quantity of work done.

**81 Damages to Persons and Property:**

The contractor shall indemnify MSETCL against any losses and claims regarding any injuries or damage to any person, material or physical damage to any property whatsoever which may arise out of, or in consequence of the execution of the work. During execution of work any damage/loss to Transmission Company's property occurs will be recovered from your bill.

**82 Site Clearance:**

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

**83 Tree cutting and compensation thereof:**

Felling of trees, tree cutting, crop compensation would be organized and paid by the Contractor. The owner shall render necessary help for fixing the compensation through the Horticulture Department or any other appropriate authorities. The compensation paid by the Contractor shall be reimbursed subsequently by the owner. The cost of cutting the trees, stacking of cut trees, clearing debris & transportation of cut trees (if required) would be borne by the Contractor.

**Executive Engineer  
EHV O&M DIVISION Solapur**



**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.**  
**EHVO&M DIVISION Solapur**

**DEVIATION FROM SPECIFICATION.**

Sr.	Clause	Details of Deviation with justification.No.
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**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD. EHV O&M  
DIVISION Solapur**

**LETTER TO THE EXECUTIVE ENGINEER**

To,  
**The Executive Engineer,  
M.S.E.T.C.L. EHV O&M DIVISION,  
Solapur.**

**Sub:- Consent for Tender conditions.**

**Ref.:- EE/EHV/O&M/DIVISION/SUR /Re-Tender (II<sup>nd</sup> Call) No.01 / 2025-26.**

**RFX No -**

Dear Sir,

I / WE agree to execute the work mentioned in the above tender at the rates herein tendered by me/us subject to the conditions of the tender published on net which I/we have carefully read and thoroughly understood the same.

Yours Faithfully,

Name and address of the Tenderer: With Seal

**Maharashtra State Electricity Transmission Co. Ltd**  
**EHV O&M DIVISION Solapur**

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**SCHEDULE 'A'**

**TENDER NO: - EE/EHV/O&M/DIVISION/SHP/Re-Tender (II<sup>nd</sup> Call) 01/2025-26 RFX No: -**

**Subject: -** Re-Tender (II<sup>nd</sup> Call) for the Work of annual rate contract for work of attending emergency breakdown & maintenance work during outage at various 220/132 kV Substations under jurisdiction of EHV O&M Division, Solapur.

**SEPARATE SHEET ENCLOSED FOR PART A,B PLZ REFER**

**NOTE: -**

1. Quantities may vary as per site conditions.
2. Please Quote \_\_\_\_\_% Above/ At Par / \_\_\_\_\_% Below of above Schedule estimated rates.
3. The rates quoted shall include required material, T&P and personnel for executing the works.
4. All rates are inclusive of GST and all taxes
5. **The rates taken for estimates are as per latest & new SoR of MSETCL. Hence, rates and taxes cannot be changed. If there is any change appeared, the bidder will be disqualified.**

**Executive Engineer**  
**EHV O&M DIVISION Solapur**