



MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
EHV PC O&M Zone, Nashik

RFx No	7000014672
E-Tender No	CE / EHV PC O&M Z / NSK/T-20/2019-20
Particulars	DESIGN,SUPPLY, INSTALLATION & COMMISSIOING OF 132kV CAPACITOR BANKS AT VARIOUS EHV SUBSTATIONS UNDER NASHIK AND BHUSAWAL CIRCLE IN NASHIK ZONE (Phase IV)
Estimated Cost	Rs. 1689.80Lakhs
Earnest Money Deposit/ 1% BSD in the form of BG	Rs.16.898 Lakhs
Online Sale Period	10.12.2019 to 25.12.2019
Pre-bid meeting	17.12.2019
Online Submission of RFx	On or Before 25.12.2019 up to 14:00 Hrs.
Online Technical Opening	On 25.12.2019 at 15:00 hrs (if possible)
Tender fee	Rs.26250/- (Including GST)
Web-site	https://srmetender.mahatransco.in

This BID Contains

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Tender Notice

Digitally signed online bids are invited through SRM E-tender process of MSETCL in two bid system from bidders who are registered Electrical Contractors of MSETCL. **RFx.No.700014672**, E-tender No. CE/EHV PC O&MZ/ NSK/T-20/2019-20, **Particulars of works:** Design, Supply, Installation and Commissioning of 132kV Capacitor Banks at various substations under Nashik & Bhusawal Circle under Nashik Zone Phase-IV. **Estimated cost of work:** Rs.1689.80 Lakhs, **Sale period:10.12.2019 to 25.12.2019.** For further details please visit to visit to <https://srmetender.mahatransco.in>

Chief Engineer EHV PC O&M Zone, MSETCL, Nashik.

(Please do not publish the matter below this line)

Sd/-
Chief Engineer,
EHV PC O&M Zone, MSETCL, Nashik

DEFINITION OF TERMS

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

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

Chief Engineer

GUIDELINES FOR PARTICIPATING IN THE E-TENDER THROUGH SRM

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

those Bidders who have submitted all digitally signed documents/certificates in Techno-Commercial bid as required in satisfactory manner & who are qualified. If any deviation is observed in the Techno-Commercial bid, the same will be informed to bidders on bidder's registered e-mail id in the SRM Portal. Bidders have to submit the compliance/required documents against the same within the stipulated time.

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

10. There is separate link also available at MSETCL's e-Procurement site <https://srmetender.mahatransco.in> regarding guidelines for participating in the e-tender through SRM.
11. The undersigned reserves the right to cancel the above tender at any stage without assigning any reason.

Chief Engineer
EHV PC O&M Zone, Nashik

Statutory Qualifying Criteria

1.1.1 The bidder or his associate should have a valid Electrical Contractor's License issued by the government for the work of erection/commissioning of EHV equipments.

1.1.2 The lead bidder should be registered under GST Act.

1.1.3 The lead bidder should be registered under P.F. Act.

2 Technical Qualifying criteria

2.1 The bidder should either be a manufacture of Capacitors for EHV/HV level
OR
should have joint venture with the manufacturer OR the manufacturing unit as its subsidiary
OR he should be an authorized dealer of the original EHV/HV level Capacitor manufacturer.

2.1.1 If the bidder is authorized dealer of the manufacturer or having joint venture with the manufacturer, he shall have to submit the documentary evidence such as authorization letter or certificate of authorization from the original manufacturer or undertaking from the manufacturer for accepting joint & several liability for all obligations under the contract.

2.2 The bidder or his principal manufacturer should have proven experience of at least 5 Years in design, manufacturing, supply, testing and commissioning of HV/EHV level Capacitor Banks and the bidder should have type tested the offered type of HV/EHV level Capacitor Banks and associated accessories from international or Indian NABL accredited laboratory prior to bidding as per relevant IS / IEC standard. The type test report will have to be submitted by the bidder along with the bid document.

2.3 **The bidder or his principal manufacturer** should have supplied at least 50% of tender MVAR **quantity of capacitor banks** in last five years and submit the satisfactory performance certificate of capacitor banks having successful operation from the said quantity for a period of at least 2 (two) years from the date of commissioning from any Power Utilities.

2.3.1 If the bidder is having joint venture with the manufacturer or the manufacturing unit is as its subsidiary or is an authorized dealer of **the** original EHV/HV level capacitor manufacture, he should have successfully executed any time in the past(with erection, testing, commissioning and allied civil works) at least 50% of tender MVAR quantity of capacitor banks of 33kV & above rating

AND

He should have successfully executed in last 5 years at least **02Nos of EHV bays (for 132kV capacitor banks)** and /or 02Nos of HV bays (for 33kv capacitor Banks) in turn-key contracts with supply of all equipment's and allied civil works, which are in successful operation for more than 02 years. The transformer bays in which transforms are supplied by owner shall be considered if all the bay equipment's and associated materials are supplied by the bidder.

2.4 The bidder or his principal manufacturer should possess adequate testing facilities for carrying out all Routine & Acceptance Tests as per latest IS 13925 on HT / EHV Capacitors. The bidder shall furnish documentary evidence in support for conducting Routine & Acceptance tests.

2.5 If the bidder is subsidiary of foreign or Indian company in India, their Principal (parent) should have majority shareholding i.e. more than 51% in the bidders (subsidiary) company and the principle should give undertaking for accepting joint & several liabilities for all obligations under the contract.

2.6 The owner reserves the right to review the bidder's performance in MSETCL or any other transmission utility during last five years and may accept / reject the offer in part or full accordingly.

2.7 The bidder is liable for disqualification on account of any of the following reasons-

2.7.1 Poor quality and workmanship of the products previously supplied and frequent failures during warranty period as experienced by the purchaser.

2.7.2 Bidder/Principal against whom litigation is in process.

2.7.3 Bidder, who in the opinion of purchaser, has malafide intention in the conduct of business with the MSETCL.

2.7.4 Bidder, who is declared to be defaulter as per the terms and conditions laid down by the company.

2.8 Specific requirement:-

The bidder should have skilled and experienced technical staff for carrying out construction of suitable foundation, Supply, Installation and Commissioning of HV/EHV Shunt Capacitor Bank along with associated equipments. The bidder will have to furnish the details of set up (tools, plants, machineries) available with him to execute such type of work as specified in the tender and will have to bring out the same clearly in his offer.

3. Financial Qualifying criteria

3.1 EMD:- **EMD in the 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 cost estimate of works in lieu of bid security deposit payable at Nashik at the time of submission of bid documents with validity of 8 months from the date of opening of techno-commercial bids. The prescribed format for Bank Guarantee is given in schedule 'F'.

3.2 TURN OVER

The Bidder should have the Minimum Annual Average Turnover* (MAAT) of at least 100% of estimated cost of tender offered 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 case of JV, Lead member shall meet not less than 70% and the other member not less than 45% of the Minimum Annual Average Turnover.

Audited balance sheets for the specified last three years duly certified by Chartered Accountant only to be submitted.

Note- 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 e.g. if bids are called between 1st April & 30th Sept. of current year, then latest audited financial year shall be a year before previous year for financial criteria of current financial year.

3.3 NET WORTH

The Bidder should have a positive Net worth of last financial year. The original CA certified copy of the same has to be uploaded with bid documents.

AND

The bidder shall submit audited balance sheets for the specified last three years duly certified by Chartered Accountant.

3.4 The bidder shall submit undertaking along with bid that, he will submit dedicated 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 of bidder is qualified L1 bidder. This clause is applicable for tenders with estimated cost more than Rs.100Crores.

3.5 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.

3.6 In case of bidder is holding company MAAT and the Net worth referred to in clause above mentioned shall be that of that holding company **only** i.e. excluding its subsidiary/group companies.

3.7 In case bidder is subsidiary of holding company, MAAT and net worth referred in the above mentioned clause shall be that of subsidiary company only i.e. excluding its holding companies.

4.0 The bidder has to note that no deviation in tender conditions will be allowed after bid submission and no time shall be given in any circumstances after opening of techno commercial bid for submission of documents which are missing with offer.

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

Chief Engineer
EHV PC O&M Zone, Nashik

GENERAL CONDITIONS OF CONTRACT

1. Copies of the specification, designs, drawings, and any other documents required in connection with the work, which will be signed by the Chief Engineer for the purpose of

identification shall be open for inspection of the contractors at the office of the Chief Engineer during the office hours.

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

Chief Engineer
EHV PC O&M Zone, Nashik

SPECIAL CONDITIONS OF CONTRACT

1. Tenderer should upload the digitally scan copies of documents / certificates online.

2. The completely filled Tender offer will be accepted by on-line to this office after due period.
3. Right to split up the Tender or to cancel any or all the tender offers without assigning any reason thereof is reserved by the undersigned.
4. The submission of the Tender by Tenderer implies that he has read all instructions and conditions of the contract etc., and he had made himself aware of the scope & specifications of the work to be done.
5. The price bid shall not be attached in the document format i. e by preparing the price bid and uploading / attaching the scan copy of price bid. The same will be not accepted **& tender will be liable for rejection**
6. A complete set of bidding documents may be obtained by the interested eligible bidders, from MSETCL's website www.mahatransco.in Payment of specified amount towards the cost of bid documents shall be made on-line. However, payment of cost of the bid document will not automatically mean that such bidder is qualified.
7. The successful bidder shall be required to submit a contract performance bank Guarantee of any Nationalized or Scheduled Bank for 05% (five percent) of the contract price in the event of contract being awarded to him.
8. For detailed information please log on to www.mahatransco.in and MSETCL's e-Tendering website i.e. <https://srmetender.mahatransco.in> Interested registered bidders may obtain further information, if needed, from the office of the Chief Engineer, EHV PC O&M Zone, MSETCL Nashik, Address : 2nd Floor, New Administrative Building, Old Saikheda Road, Near Durga Mata Mandir, Saillani baba Stop, Jail Road, Nashik Road - 422101. Contact: 0253-2403010(O), FAX: 0253- 2403000. email: cenashik@mahatransco.in
9. **Commercial Bid (Price Bid):**
Bidder should quote the % (percentage) rate in the SRM e-tender 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 & tender will be liable for rejection."

This part shall contain only the Price Bid; Bidder should fill the rates for each item of the RFx in the SRM e-tender.

The bidder shall specifically note that the, discount in SRM system will be considered only.
10. The technical bid will be opened online in respect of the entire tender received.
11. The commercial bid will be opened online in respect of those tenderes who have submitted all digitally signed documents/certificates in technical bid as required in satisfactory manner & who are qualified.

12. The commercial bid will be opened online in respect of those bidders who are qualified in QR of technical bid.
13. If the % (percentage) variation in the offer is more than 5%, than without fail detailed rate analysis should submitted alongwith commercial bid.
14. **Tender offer should valid for 270 days from the date of opening of the Tender.**
15. Basis on total package i.e. rates quoted for 100% completion of said work. The overall Cost of the work will be arithmetically evaluated as per Schedule & tentative quantity mentioned. If the material required for execution of this tendered work will be available in the inventory of MSETCL the same will have to be utilized & no any such item shall be supplied by the bidder.
16. The competent Authority reserves the right to relax any of the above conditions without assigning any reason thereof.
17. Right to reject all or any of the tenders without assigning any reasons thereof are reserved by the undersigned.
18. Successful bidder should have to execute a stamped **contract agreement** with the MSETCL at **EHV PC O&M Zone, MSETCL, Nashik** on his own cost in the Company's standard forms as per the provision of "**Mumbai Mudrank Adhiniyam 1958, Clause No. 34**".
19. The successful bidder/contractor shall enter into a contract agreement with the MSETCL **within 15 days** from the date of receipt of work order/LOI & before starting of work. The MSETCL will not be liable to pay nor shall the contractor be entitled to claim any bill amount due or payable under the contract until the agreement is executed with MSETCL. The necessary stamp duty for the agreement shall be borne by the contractor.
20. Tender who do not fulfill all or any of the above conditions or are incomplete in any respect are liable to summarily rejection.
21. The bidder is expected to visit the site of work and see for himself the site conditions regarding work required to be carried out, water, labor rates and all other materials affecting the work before submitting the tender.
22. The submission of the on line 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.
23. The MSETCL will not however, after acceptance of contract rate pay any extra charges for lead or any other reasons, in case the contractor is found later on to have misjudged as available.
24. The contractor must arrange for all the transport of materials at site and include all such cost in the rates quoted by him for finished work. The contractor will have to make his

own arrangement for the transportation of the materials from the departmental store / site store to the actual work site at contractor expenses.

25. A schedule of quantities is included in the tender document. It shall be definitely understood that the Company does not accept any responsibility for the correctness or completeness of this schedule and this schedule is liable to alterations, omissions, deductions or additions at the discretion of **the Chief Engineer, EHV PC O&M Zone Nashik**, as set forth in the conditions of contract.
26. The rates quoted in the form of words by the bidder shall be taken as correct in case of dispute.
27. The contract or any part thereof shall not be subletted without the written permission of the Chief Engineer, EHV PC O&M Zone Nashik.
28. The Maharashtra State Electricity Transmission Co. Ltd., or their officers who accept the tender, shall have the right of rejection all or any of the tender and will neither be bound to accept the lowest, nor to assign any reason whatever for the rejection of any tender or all tenders.
29. Tender shall remain open for acceptance subject to the provisions of aforesaid clauses above for a period for three months from the date on which they are due for submission. During this period, no bidder shall be allowed to withdraw his tender. Any such withdrawal during the said period will entitle forfeiture of the earnest money deposited with the tender.
30. MSETCL will not be responsible for non-submission of Bid due to any internet connectivity/server problem.
31. Further information required, if any can be had from **the office of the Chief Engineer, EHV PC O&M Zone, 2nd Floor, New Administrative Building, Old Saikheda Road, Near Durga Mata Mandir, Jail Road, Nashik**. But, it must be clearly understood that the e-Tender must be received in order, by the due date and according to the instructions.
32. These special conditions of contract, supplement the instructions to bidder and the General Conditions of contract as applicable to works contract document, where in provisions of these special conditions are at variance with the General Conditions of contract those conditions shall prevail.
33. In view of restructuring of MSEDCL into four Companies w.e.f. 06.06.2005 all the terms and conditions of the Board will hold good for newly incorporated company vide Registrar of Companies Certificate No. U40109 MH 2005 PTC 153648 and nomenclature as the "Maharashtra State Electricity Transmission Co. Ltd."
34. Henceforth, the words MSEDCL or Board appears in this tender shall be read as the Maharashtra State Electricity Transmission Co. Ltd.
35. The commercial bid will be opened online in respect of those bidders who are qualified in QR of technical bid.

36. 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.
37. 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.
38. The bidder must arrange for all the transport of materials at site and include all such cost in the rates quoted by him for finished work. The bidder will have to make his own arrangement for the transportation of the materials from the departmental store / site store / manufactures premises to the actual work site at bidder expenses.
39. 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 Chief Engineer, EHV PC O&M Zone Nashik, as set forth in the conditions of contract.
40. 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.
41. E-Tender shall remain open for acceptance subject to the provisions of clause (12) above for a period for three months from the date on which they are due for submission. During this period, no bidder shall be allowed to withdraw his tender. Any such withdrawal during the said period will entitle forfeiture of the earnest money deposited with the tender.
42. Further information required, if any can be had from the **office of the Chief Engineer, EHV PC O&M Zone, 2nd Floor, New Administrative Building, Old Saikheda Road, Near Durga Mata Mandir, Jail Road, Nashik.** But, it must be clearly understood that the e-Tender must be received in order, by the due date and according to the instructions.
43. MSETCL will not be responsible for non-submission of Bid due to any internet connectivity/server problem.
44. The price variation (PV) clause is not applicable for this tender.

Chief Engineer
EHV PC O&M Zone, Nashik

DETAILED CONDITIONS OF CONTRACT

1. SCOPE OF WORK:

Design, Supply, Installation and Commissioning of 132kV Capacitor Banks at various substations under Nashik & Bhusawal Circle under Nashik Zone Phase-IV (list enclosed).

CIVIL: The necessary civil layout drawings & all other civil drawings shall have to be prepared by you & shall be got approved from MSETCL i.e. the Superintending Engineer, EHV Civil Circle, Nashik or his representative. The existing layout will be issued by SE Civil or his representative. Also the civil materials required for above said projects are as per MSETCL standard civil specification & same will be monitored by concern civil authority.

TESTING & COMMISSIONING:

You shall submit the schedules well in advance to the Executive Engineer, Testing Division MSETCL Nashik for necessary approval under intimation to operating officer.

You have to raise necessary call for co-ordination and evidence for testing & commissioning activities to the Executive Engineer Testing Division, Nashik.

If you have unable to execute the testing activity, the same can be carried out by MSETCL Testing Team in co-ordination with your representative. The necessary Testing charges as per schedule rates of MSETCL shall be payable by you or the same shall be deducted from your bill. The S.E. TCC Circle, Nashik or his representative will issue the necessary demand note towards testing charges to you.

In case of testing activity is executed by MSETCL then, the agency is not absolved from his responsibility towards guarantee/warranty of equipment and workmanship.

SUPPLY OF MATERIAL:

a) Supply of material required for above said work should be done after joint inspection with concern MSETCL representative or as nominated by the concern Executive Engineer/ Operating officer. All the material should be delivered directly at site.

b) If any spare materials available in store/other nearby offices under Zone then concern Executive Engineer /Operating officer shall give necessary intimation to agency within 07 days from handing over of site only otherwise treated as no spare materials available & concern Executive Engineer /Operating officer will be responsible for the same.

c) In case of failure on your part to cope up with the work within specified period the same will be got executed through some other agency at your risk and cost even at higher rate and difference in the cost if any will be recovered from you/ your outstanding bills laying with MSETCL.

d) While attending the work, you should ensure that the guaranteed technical particulars of the same are maintained. Joint inspection should be carried out before starting the work.

2. TOOLS PLANTS AND MACHINERY:

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

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

The Contractor shall bring his all constructional tools, plant and machinery for this work. Plant and machinery as are available with the Company may be made available at the

discretion of the Chief Engineer or his representative to the contractor on payment of hire charges as fixed by the Company. Such hire charges will be recoverable every month from the contractor's bills and shall be charged for the period as stipulated in the anticipated rate. No claim for compensation will be given by the Company for the delay caused to the works by the non-working of any machinery's tools and plants given to the contractor by the Company. The contractor shall employ skilled mechanics for operation of the equipment hired to him by the Company and shall return the equipment in the same running condition as it was when handed over to him. Any damage done to the equipment shall be made good by the contractor except normal wear and tear.

3. MAINTENANCE:

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

4. HOUSING AND ACCOMMODATIONS:

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

5. WORKING HOURS AND OTHER WORKS AT SITE:

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

6. STACKING OF MATERIALS:

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

7. SITE CLEARANCE:

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

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

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

9. PROGRESS REPORT:

The contractor shall submit the report every fortnight to the The Chief Engineer or his authorised representative showing the progress of works i.e. the delivery of the materials to

be supplied by the contractor and the progress of the erection work/ civil works etc. The report should be submitted on 1st and 15th day of every month.

You shall submit the report as per the bar chart to the concern Executive Engineer showing the progress of the delivery of the materials to be supplied by you (If any) and the progress of erection work along with hindrances for executing the work.

“Format of Monthly information of delay activity of project” (i.e. Annexure-II) signed by Contractor and nodal officer. The report should be submitted on 1st and 15th day of every month at concern office as per format “Annexure-II “.

10. SUITABILITY OF TECHNICAL AND SKILLED PERSONNEL:

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

The contractor must also provide for necessary skilled and unskilled workmen for each class of work and the Engineer-in-charge have the right to satisfy himself about the suitability or otherwise of such workmen. The Engineer-in-charge shall have the right to demand the removal of any Technical personnel, skilled or unskilled worker who in his opinion are considered to cause bad workmanship in the execution of the work or to cause indiscipline. The contractor shall also provide the necessary staff such as labour and also materials, scaffolding shoring, tools and plants of every kind, quality and description. Whatsoever for the efficient execution of the work. In case of The Chief Engineer or his authorised representative may decide the withdrawal or retention of the contractors person engaged at site as the case may be.

11. EXTENSION OF TIME LIMIT FOR COMPLETION

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

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

12. CO-ORDINATION MEETINGS

- a. 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.
- b. The Contractor will also be called upon to attend to design coordination meetings with the engineer, other contractors and consultants of the Owner during the period of contract.
- c. 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.
- d. The Chief Engineer or his authorised representative will call the site meetings or meeting at his workplace as per convenience and for the resolving bottlenecks and progress of works.

13. ASSIGNMENT AND SUBLETTING OF CONTRACT

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

14. CONTRACT DRAWINGS

These should be as per Technical specification of MSETCL and to be prepared by the contractor and got approved from the Chief Engineer or his authorised representative.

15. MISTAKES IN DRAWINGS

- a) The contractor shall be responsible for any discrepancies, errors or omissions in the drawings or other particulars supplied by him and shall pay all the costs of the alterations in the work necessitated thereby, notwithstanding the fact that such drawing or particulars have been approved by the Engineer, provided that such discrepancies, errors or omission are not due to inaccurate information or particulars furnished to the Contractor in writing by the Engineer. The Owner shall be responsible for the drawings and information supplied by the Engineer.

b) 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.

16. DEMURRAGE AND WHARFAGE, ETC.

When the equipments/materials are dispatched to the site stores with the name of consignee as that of the Owner, demurrage and warfrage 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.

17. DAMAGE OF WORK:

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

18. MSETCL DECISION FINAL:

If any time question or difference shall arise between the contractor and Engineer-in-charge the decision of the C.E. EHV CC (O&M) Zone, Nashik will be final and binding on both parties.

19. OUTBREAK OF WAR:

- a. If during the currency of the contract there shall be an outbreak of war, (whether declared or not) which whether financially or otherwise materially affects the execution of the work, the contractor shall unless and until the contract is terminated under the provisions in this clause, continue to use his best endeavor to complete the execution of the works provided always that the owner shall be entitled, at any time after such outbreak of war, to terminate the contract by giving notice in writing to the contractor and upon such notice being given, this contract shall (save as to the rights of the parties under this clause and to the operation of clauses entitled settlement of Dispute-Arbitration) hereof be terminated but without prejudice to the rights of either parties in respect of any antecedent breach thereof, dice to the rights of either parties in respect of any antecedent breach thereof.
- b. If the contract shall be terminated under the provisions of the above clause, the contractor shall with all reasonable diligence, remove from the site all the contractor's equipment and shall give similar facilities to his sub-contractors to do so.
- c. If the contract shall be terminated as aforesaid, the contractor shall be paid by the owner (in so far as such amounts or items shall not have already been covered by on account payment made to the contractor) for all work executed and accepted by the Engineer prior to the date of termination at the rates and prices provided in the contract.

- d. In the event of any dispute in regard to the price of the works and portion of the payment to be made to the contractor, the decision of the Engineer in charge shall be final.
- e. The contractor will be further required to transfer the title and provide the owned with the following detailed works and as directed by the owner.
 - i. Any completed works.
 - ii. Such partially completed works including drawings, information's and contract rights as the contractor has specially performed, produced or acquired for the performance of the contract.

20. FORCE MEASURE:

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

Provided the party affected by the "force Measure" shall within fifteen (15) days from the occurrence of such a case, notify the other party in writing of such cause with sufficient documentary proof.

- B. Notwithstanding any provision under 13A the owner shall not be in any way be liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of any contract or for any delay in performance thereof in consequence of strikes, shortages combination of labor or workman or lockout, breakdown or accident to machinery or accidents of what so ever nature, failure on the part of the railways to supply, sufficient wagons to carry essential raw materials etc. and furnished produces from the stores etc. These causes shall not be treated as "Force majeure" but subject to the provision and stipulation made in clause of liquidated damages of late delivery.
- C. The Contractor or the owner shall not be liable for delays in performing their respective obligations resulting from any force measure causes as defined above, the date of completion will be extended for the reasonable time by mutual agreement.
- D. In case of damage or destruction of any property or equipments belonging to the contractor due to force measure causes, the owner shall not be liable for same.
- E. The owner shall have the right to inform the contractor not to slip any part of the equipment due to weather or any other reasonable cause and in all such cases, the contractor shall withhold shipment of such parts without any extra

charge for storage for a reasonable time.

21. CONTRACTOR LIABLE FOR ALL DAMAGE:

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

22. RECESSION OF CONTRACT AND FORFEITING OF DEPOSIT:

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

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

23. DECISION OF CHIEF ENGINEER TO BE FINAL:

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

24. COMPENSATION FOR WORKMEN'S COMPENSATION ACT:

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

the said section. Such compensation shall be recovered in the manner or as per MSETCL Rules.

25. NO CLAIM FOR COMPENSATION FOR DELAY IN STARTING WORK:

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

26. ACCEPTANCE OF CONDITIONS ON TENDERING FOR WORK:

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

27. INCOME TAX:

Income tax at source as per prevailing rate & WCT as per rules or at the rate-amended from time to time will be deducted from your bill in accordance with the provision of clause 194 (c) of Finance Act 1961 and to that effect a certificate will be issued to the contractor.

28. 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 unfavourable 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.

29. WORKS & SAFETY REGULATIONS

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

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

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

30. WORK TO BE OPEN TO INSPECTION AND CONTRACTOR OR RESPONSIBLE PERSON 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 authorised agent shall be considered to have the same force and effect as if those had been given to the Contractor himself.

31. NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP

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

32. REMEDY OF DEFECTS

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

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

33. EMPLOYMENT OF LABOUR

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.
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 labor and other supervisory staff.
3. The Contractor's employees shall wear identification badges while on work at site.
4. In case the Owner becomes liable to pay any wages or dues to the labor or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labor (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.
5. As far as possible, unskilled workers shall be engaged from the local area in which the work is being executed.
6. The Contractor shall at all times during the continuance of this contract, in all his dealings with local labor 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 labor, 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.
7. The Contractor, in the event of his engaging 20 or more workmen at the Project, shall obtain independent license under the Contract Labor (Regulation and Abolition) Act, from the concerned State Labor Authorities.
8. No idle labor charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labor being rendered idle due to any cause at any time.
9. The Contractor shall fulfill all his obligations in respect of accommodation including proper medical facilities for the personnel employed by him.
10. The Contractor shall submit to the Engineer, on the first day of every month, a man-hour schedule for the month indicating the number of manpower, skilled or otherwise proposed to be employed by him for the works. Should the Engineer be of the opinion that the list needs modification to ensure completion of the scheduled work in time and in a professional manner, the Contractor shall, at his own expense, rearrange the manpower to be employed at site.

34. DISCIPLINE OF WORKMEN

The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at site. The Engineer shall be at liberty to object to the

presence of any representative or employee of the Contractor who in the opinion of the Engineer has 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.

35. DISORDERLY CONDUCT, ETC

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

36. CLEANLINESS

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

37. ELECTRICAL SAFETY REGULATIONS

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

38. INSURANCE:

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

39. 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.

40. COMPREHENSIVE GENERAL LIABILITY INSURANCE

This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the Clause entitled "Defence of Suits".

- a) 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.
- b) 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.

41. INDEMNIFICATION OF OWNER:

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

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

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

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

42. 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.

43. ARBITRATION

1. The matters to be determined by the Chief Engineer:

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

2. Demand for Arbitration: In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, the dispute or difference on any account or as to the withholding by MSETCL of any certificate to which the contractor may claim to be entitled to, or if the C.E. fails to make a decision (within 120 days) then and in any such case, the contractor (after 120 days) but within (180 days) of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference to be referred to arbitration.
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.
4. The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the MSETCL.
5. 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,
6. The Company shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from the Tribunal thereafter unless otherwise extension has been granted by the Tribunal.
7. No new claim shall be added during the proceeding by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
8. If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the MSETCL, that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the MSETCL shall be discharged and released of all liabilities under the contract in respect of these claims.

2. Obligation during tendency of Arbitration:

Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Board shall be withheld

on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should be continued during arbitration proceedings.

- a. In cases where total value of all claims in question added together does not exceed Rs. 1, 00, 00,000/- (Rupees One Crore) the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be either the C.E. Of the MSETCL or serving or retired officer of the Board/Government not below the grade of C.E. or equivalent nominated by the Chairman of the Board in that behalf. The Sole Arbitrator shall be appointed shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the Company.
- b. In case the value of the claim exceeds Rs. 1, 00, 00,000/- (Rupees one Crore) as above, the Arbitral Tribunal shall consist of panel of 3 serving or retired officers of MSETCL/Govt. not below the grade of C.E. /C.A.0. as the Arbitrators. For this purpose, the Board will send a panel of more than 3 names of arbitrators of one or more department of the MSETCL/Govt. to the contractor who will be asked to suggest to the Chairman at least 2 names for appointment as contractor's nominee. The Chairman shall appoint at least one of them as the contractor's nominee and will also appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the presiding arbitrator from amongst the three (3) arbitrators so appointed. While nominating arbitrators, it will be necessary to ensure that one of them is or has worked in Accounts department.
- c. If one or more arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator or vacates his/their office/officer or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Chairman fails to act without undue delay, the chairman shall appoint new arbitrator/s to act in his/their place in the same manner in which the earlier arbitrator/s had been appointed. Such reconstituted Tribunal, may as its discretion proceeds with the reference from the stage at which it was left by the previous arbitrator(s).
- d. 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 thinks as may be necessary to enable the Arbitral Tribunal to make the award without any delay.
- e. While appointing arbitrator(s) as above, due care shall be taken that he/they is/are not the one/those who had as opportunity to deal with the matter to which the contract relates or who in the course of his/their duties as Boards servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings or the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- f. Arbitral award shall state item wise, the sum and reasons upon which it is based.
- g. 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.

- h. A party may apply to Tribunal within 30 days of receipt of award to make an additional award as to claims presented on the arbitral proceedings, but omitted from the arbitral award.
- i. In case of the Tribunal, comprising of three members any ruling or award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the presiding Arbitrator shall prevail.
- j. 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.
- k. The cost of the arbitration shall be borne equally by the respective parties. The cost shall inter-alia include fees of the arbitrators as per the rates fixed by the Board from time to time. Provided that the fees payable per arbitrator for claims up to Rs. One Crore, shall not exceed Rs. 2000/- per sitting subject to a maximum of Rs. 25000/and the fees payable per arbitrator for claims over Rs. one Crore, shall not exceed Rs. 2000/- per sitting subject to a maximum of 50,000/-. Provided further that the arbitrators who are in service of Govt. / MSETCL shall draw fees at half of the rates mentioned above.
- l. Board shall maintain a list of arbitrators. The Chairman shall have full powers to delete or add the name of the arbitrators in the list or to make amendments to the list as per his discretion.
- m. The arbitral proceedings should be completed and the award be finalized within one year from the date of appointment of arbitrators.
- n. Subject to the provisions as aforesaid, Arbitration & Conciliation Act.1996 and the rules there under, and any statutory notification thereof shall apply to the arbitration proceedings under this clause.
- o. In case the contractor(s) falls within the ambit of Small Scale & Ancillary Industrial Undertakings Act, 1993, following clause regarding payment shall be incorporated:

44. JURISDICTION:

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

45. PERIOD OF CONTRACT :

The period of completion of entire work of tender is **NINE Months** including Monsoon period from the date of work order. In no case the programme laid down should be delayed.

46. INSPECTION OF MATERIAL:-

The material shall be delivering only after Inspection of material by Chief Engineer OR his

representatives.

47. DELIVERY OF THE MATERIALS:

The entire quantity is to be delivered directly at respective site.

48. SCOPE OF WORK:

- a. The General Technical Particulars (GTP) of material required for said work shall be as per MSETCL standard Norms & Rules. If any dispute arises regarding the technical specifications mentioned in the tender and technical specifications required as per actual site condition, the decision of the Chief Engineer, EHV PC O&M Zone, Nashik will be final. The Tenderer should have to supply the material as per specifications and the material should be supplied from approved vendors of MSETCL. The material supplied shall be as per the bar chart and as per work activity sequence. The material shall be supplied in complete set by the Tenderer. Also the Tenderer will have to carry out the above work as per the ETC schedule & as per the standard method of construction of MSETCL.
- b. The Tenderer will have to submit the type test certificates of the material at the time of supply of the material. Also the material shall be inspected at manufacturer premises and got approved from the representative of MSETCL i.e. Chief Engineer, EHV PC O&M Zone, Nashik or his representative before supply & utilizing it for erection at site. The necessary call for inspection of the material shall be given well in advance to MSETCL. The contractor shall arrange To & Fro travelling /lodging for MSETCL representative for above said inspection.
- c. **DRAWINGS:-** The requirement of any particular drawing if any shall have to be prepared by the Tenderer & shall be got approved from MSETCL i.e. Chief Engineer, EHV PC O&M Zone, Nashik or his representative.
- d. The Tenderer shall prepare the drawings in accordance with the reference drawings of MSETCL suitable for this tender. All the drawings shall be got approved from MSETCL i.e. Chief Engineer, EHV PC O&M Zone, Nashik or his representative before start / executing the work.
- e. Any discrepancies / defects / modification / alteration if any in the drawings shall have to be arranging by Tenderer at his own cost.
- f. The all above activities are part of the stipulated time period of the contract.
- g. The Tenderer shall have to firstly complete all the work for which the outage is not required. The Tenderer shall have to propose the outages required for carrying out the work well in advance, so that the same can be arranged by MSETCL. Tenderer shall take utmost care to complete the work during the approved outage hours only; the tenderer shall have to arrange the man power and T&P accordingly.
- h. The quantity given in Schedule is tentative & may vary as per the site condition; the same may be ensured by bidder before starting of any works and as the case maybe same shall be got approved from the i.e. Chief Engineer, EHV PC O&M Zone, Nashik or his representative

- i. The Quantity of Supply portion is tentative, if the material available in MSETCL Stock will be utilized first for execution of the work & only balance quantity shall be procured by successful bidder as the case maybe same shall be got supplied at site for the concerned EE, MSETCL within site handing over date. Unless the bidder may supply the quantity as per schedule or as per approval received from the Chief Engineer, EHV PC O&M Zone, Nashik or his representative.
- j. The quantity of civil foundation is tentative and depends upon the actual excavation and soil strata. However, the entire quantity variation shall be got approved from the the Chief Engineer, EHV PC O&M Zone, Nashik or his representative.
- k. After completion of entire project work, the balance material will be return to the successful bidder and the bidder will not be eligible for payment of the same.
- l. The bidder has to ensure to visit the work site by his own willingness to know the details of site condition before submitting the bid.

49. EXECUTION OF WORKS:

Tenderer will have to execute the works under the jurisdiction of concern Executive Engineer or his representative.

50. SUPERVISION OF THE WORKS:

The works shall be under the overall supervision of the concern Executive Engineer, MSETCL or his representative.

51. PACKING, FORWARDING AND TRANSPORTATION:

The Contractor shall be fully responsible for Packing, Forwarding and Transportation of material by rail ways or by any other authorized mode of transport, clearance of equipment and further transportation at site place of work / storage yard etc., in respect of material in his scope. No separate charges will be paid extra for packing, forwarding and transportation of material.

Contractor wherever applicable shall, after proper painting, pack and crate all equipments material in such a manner as to protect them from deterioration and damage during rail / road or any other authorized mode of transfer. The contractor shall be held responsible for all damages / losses.

The contractor shall notify the Owner of date of each shipment from his / manufacturer works and the expected date of arrival at the site for the information of owner. The contractor shall give all shipping information concerning the weight, size and the contents of each packing including any other information the owner may require.

52. WATCH AND WARD:

The Contractor shall have complete responsibility of materials supplied by the contractor or handed over to contractor if any. The contractor shall keep watch and ward for all the materials

53. SECURITY DEPOSIT:

- a) The Tenderer will have to pay security deposit within seven days from the date of

receipt of the work order, amounting to **05%** of the value of the contract in the form of FDR/D.D./BG of any Nationalized/scheduled Bank **in the name of Superintending Engineer, EHV O&M Circle, Nashik payable at Nashik to this office valid for 24Months.** The security deposit will be refunded only after satisfactory completion of Guarantee Period.

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

b) After completion of guarantee period, contractor shall apply to Executing Division Office for refund of security deposit. The concern Division will check and verify fact and initiate the SD refund proposal along with NOC and recommendation for refund with work completion report (WCR), related document for further approval from Competent Authority.

54. GUARANTEE PERIOD:

- a. The contractor shall warranty / guarantee that, the equipments/material supplied by him will be new and in accordance with contract documents & will be free from defects in material and workmanship for a period of 12 months from the date of final acceptance of works by MSETCL. Any defects developed due to defective materials and / or workmanship during testing and commissioning of equipments or during the guarantee period of 12 months from the date of final acceptance of work by MSETCL shall be rectified or made good by the contractor at his own cost.
- b. The contractor's liability shall be limited to repair / replacement of any defective part in the equipment of his own manufacturer or those of his sub-contractor and arising from faulty design, materials and/or workmanship. All cost for the repair and / or replacement of defective part such as dismantling, re-erection, supply, transportation etc. shall be to the account of contractor.

55. BANKRUPT:

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

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

56. PAYMENT SCHEDULE:

- a) For Supply of materials/ equipment

- (i) **70%** of the cost for supply of materials/equipment shall be payable after receipt of the material at site.
- (ii) **20%** of the cost of supply of materials/equipment shall be payable against successful completion of erection work of material.
- (iii) **10%** of the cost of supply of materials/equipment shall be payable against successful completion of testing & commissioning of material.

b) For Services (Erection, Testing and commissioning)

- (i) **90%** of the Charges towards erection portion completed shall be paid from the date of completion, on those works.
- (ii) Balance **10%** of Erection charges (for the completed works) shall be paid after successful commissioning of the works.

c) For Civil Works

- (i) **90%** of the cost of civil works completed shall be paid from the date of completion, on pro-rata basis.
- (ii) Balance **10%** shall be paid from the date of successful commissioning of the works.

57. EXCEEDING THE CONTRACT VALUE:

1. The contractor will have to watch and ensure that the total value of work carried out by him does not exceed the contract value. If the work / value of contract is likely to be exceeded the same should be brought to the notice of the undersigned in writing. If the value of the total work exceeds the order value in that case the contractor is not permitted to execute the work without prior permission from the undersigned.

58. MODE OF PAYMENT TO CONTRACTOR

2. All payments due to the contractor shall be paid only by 'Account Payee cheques/RTGS only'.
3. The Contractor shall present every month his invoice for the supply/works done in the preceding month to the concerned Engineer In charge.
4. Work is to be measured as per standard procedure.
5. The Measurement shall be taken jointly by persons duly authorized on the part of Owner and by the Contractor. The Joint measurement certificate or activity completion certificate (JMC/ACC) signed and dated by both the contracting parties shall be enclosed with Measuring Book.
6. All items having financial value shall be entered and certified in Owner's Measurement Book by the "Site Engineer" to the concerned Engineer In charge for further payments.
7. 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.
8. 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.
9. The measurement entered in the measurement books and the bills prepared shall be

signed and dated by both the contracting parties.

10. The Contractor will be intimated in writing by the Site Engineer the proposed date of measurement. If the Contractor does not turn up at the appointed time, the Site 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.
11. Passing of measurement as per bills does not amount to acceptance or the completion of the work mentioned. The Site Engineer will give in writing the any left out work which has to be completed if pointed out at a later date.
12. 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 in charge for record purpose every month.
13. The payment for the works shall be made directly to the Contractor by the Owner.

59. RATES & TAXES:

Separate break-up should be filled online for GST or any prevalent taxes if any as declared by government.

If the Breakup of taxes is not given as above for one or the other reason, the prices quoted will be interpreted at the discretion of the Chief Engineer, EHV PC O&M Zone, Nashik & the same will be binding on the Bidder.

1. The e-tender rates shall be exclusive of all taxes which may clearly be mentioned while filling the e-tender online.
2. The GST shall be mentioned clearly for supply of the materials and labor / services respectively, if the rates are quoted excluding the taxes.
3. If nothing is mentioned regarding taxes, it will be treated as rates quoted are inclusive of all taxes. Any other taxes not mentioned clearly will not be paid extra.
4. Variation in taxes on items shall not be entertained.

60. BILLS:

All the payments will be made by Account Payee Cheques only. Bidder will have to submit the original R.A. bills every month for supply/works in the name of the Chief Engineer, MSETCL, Nashik Zone to the office of **concern Site Incharge Engineer** which will verify & records of bills, MB, JMC/ACC and will submit to concerned Dn **for passing. After due verification by the concern Dn, office will submit to the Circle office to arrange for the necessary payment.**

SUBMISSION OF BILLS:

Bill shall be contained:-

- 1) Site Handing Over letter copy issued by Office in-charge.
- 2) GST Tax Invoice
- 3) E-way bill in case material transported
- 4) Lorry/Railway receipt for transportation of material, if any

- 5) Gate pass issued by sub-station in charge, if any
 - 6) Guarantee/Warranty certificate issued by original equipment manufacturer (OEM), if any.
 - 7) Material Insurance Copy.
 - 8) Copy of fortnightly Work Progress Report indicating due date of activity as per Bar Chart/Detailed Activity Schedule and actual date. etc.
- Note- No interest shall be paid for any delay occurred for bill payment due to any ground.

61. TDS UNDER INCOME TAX & GST ACT & E-WAY BILL:

- a) TDS at source as per prevailing rate & as per rules or at the rate amended from time to time will be deducted from your bill in accordance with the provision of Income Tax Act 1961 and GST Act, 2017 to that effect a certificate will be issued to the contractor.
- b) E-way Bill – E-way bill shall be generated by you and same shall be enclosed with invoice.

62. LABOUR CESS:

Labour Cess @1% under the building and other construction workers welfare cess act 1996 and rate made thereunder shall be deducted on total project cost i.e. contract value.

63. INSURANCE:-

It is responsibility of contractor to take out all necessary insurance of material/equipment/labour for execution of work for all his liabilities direct/indirect and same must be attached in invoice otherwise 1% on work order value will be deducted from Bill.

64. LIQUIDATED DAMAGES

c) In case of delay in execution of work beyond contractual work completion period the bidder shall obtain advance written permission from undersigned to continue the work beyond contractual time limit without prejudice to the right of the Company for recovery of penalty / liquidated damage.

d) After completion of work the bidder shall submit their representation along with documentary supporting evidence for Waiver of penalty (LD) within 15 days, on which the operating officer shall initiate the time limit extension proposal with his recommendations of levying the penalty for delay in execution of work or for approval of undersigned.

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

66. PRECAUTIONS:

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

67. ACCIDENT:

If any accident occurs to the labour skilled or unskilled, compensation if any is to be paid by the Tenderer at his cost.

68. QUALITY OF WORK & MATERIAL:

Tenderer will be responsible for quality of work & workmanship. The material used to be strictly as per specification.

69. OUTAGES:

1) Outages as and when required will be arranged by the concerned Executive Engineer, if required. The outage schedule will be intimated by concerned Executive Engineer to the Tenderer in advance.

2) 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.....

70. TIME IS THE ESSENCE OF CONTRACT :

1. The time stipulated in the contract for the completion of the work shall be deemed to be the Essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete the work within stipulated time period.
2. The Contractor shall submit the activity wise bar chart within the time frame agreed, consisting of adequate number of activities covering various key phases of work. Also clearly indicating the completion period for various groups of activities. This bar chart shall also indicate the interface facilities (e.g. outage approval, drawing approval etc.) to be provided by MSETCL and the dates by which such facilities are needed. The contractor shall discuss the bar chart so submitted with the MSETCL and the agreed bar chart which may be in the form as submitted or in revised form in line with the outcome of discussion shall form the part of the contract. During the performance of the contract, if in the opinion of the Engineer In-charge progress is not maintained, suitable changes shall be made in the contractors operation to insure proper progress.
3. The duly signed and dated by both the contracting parties shall be submitted to the CE, EHV PC O&M Zone, Nashik or his authorized representative.
4. The above bar chart shall be reviewed and the monthly progress report and delayed activity schedule shall be submitted by contractor and the Engineer In-charge the CE, EHV PC O&M Zone, Nashik or his authorized representative.

71. LIQUIDATED DAMAGES:

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

72. DEDUCTION FROM CONTRACT PRICE:

All costs, damages or expenses which the owner may have paid, for which; under the

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

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

73. CONTRACTOR'S EMPLOYEES:

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

74. DAMAGE TO PERSONS AND PROPERTY:

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

75. APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT:

Notwithstanding anything stated here, the MSETCL's General Terms & Conditions of Contract shall be applicable to the contract as far as they are applicable to your contract.

76. TERMINATIONS OF CONTRACT:

The undersigned reserves the right to cancel the contract, after giving due notice to you, in the event of the breach of contract in any respect or undue delay in execution of works / starting of the works.

77. Implementation of Law:

You shall obey the labour laws, Electricity act, Electricity rules & Workmen compensation act & responsibility for any compensation due to accident lies with you.

78. The bidder will be solely responsible for the information uploaded/furnished in the qualifying

criteria as mentioned in the tender document. If any wrong information furnished / uploaded by the bidder & if in future any such situation arises, the legal action will be initiated against him at his own cost.

- 79.** In case of any dispute arising out of your contract, it will be in the jurisdiction of Nashik Court only.

Chief Engineer
EHV PC O&M Zone, Nashik

Annexure A

UNDERTAKING

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

To,
The Chief Engineer,
EHV PC (O&M) Zone, MSETCL, Nashik

Dear Sir,

We hereby offer to Design, Supply, Installation and Commissioning of 33kV Capacitor Banks at various substations under Nashik Zone under Phase-III as detailed in your tender specification and in accordance with the terms and conditions thereof.

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

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

CERTIFICATE:

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

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

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

Seal & Signature of Bidder