

TENDER NO. EEC/KYN/T - 14/ 2009 - 2010

Estimated Cost :- 9,45,643/-

NOTE : Earnest Money Deposit shall be paid
By demand draft/Pay order only in favour of
Maharashtra State Electricity Distribution Co.
Ltd. payable at Kalyan Office of any Scheduled
Bank, having Branch at Kalyan.

Copy No. _____
Issued to M/s. _____

EMD Rs. 10,000/-

***MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
CIVIL CONSTRUCTION CUM MAINTENANCE DIVISION, KALYAN.***

**TENDER FOR
RENOVATION OF COMPOUND WALL, REPLACEMENT OF AC SHEET ROOF AND
OTHER CIVIL MAINT. WORKS FOR SECTION OFFICE (URBAN) AT SHIVAJI
CHOWK, MAHAD DIST. RAIGAD.**

TENDER SUBMITTED BY :

DUE ON 30/05/2009

UP TO 13.00 HRS.

EXECUTIVE ENGINEER (CIVIL)
C.C.C.M. Division,
M. S. Electricity Distribution Co. Ltd.,
"Tejashree" Bldg., 'A' wing,
Third Floor, Jahangir Maidan,
Karnik Road, (Off Murbad Road),
Kalyan (W) - 421 301.

OPENED IN OUR PRESENCE

E. E. (C) _____

Dy. E. E. (C) _____

J. M. (F & A)/ A. A. _____

A. E. (C)/J. E. (C) _____

Phone Nos.

2328283

2328026

2329494

2327443

Extn. No. 308 to 312

PRICE RS. 2500/- PER COPY

RS. ----- PER COPY (by post)



MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
Civil Constn. Cum Maint. Division, Kalyan.

Tender No. : EEC/KYN/T- 14/2009-2010

Tender For the Work of : Renovation of compound wall, replacement of AC sheet roof and other civil maint. works for section office (Urban) at Shivaji Chowk, Mahad Dist. Raigad.

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* If specification are not included in the specification for material execution of work etc. the same will be referred from the Red book of Std. Specification of Govt. of Maharashtra, B & C Department.



TENDER NOTICE

Sealed and superscribed percentage rate tenders in two separate sealed envelopes are invited from experienced and registered Civil Engineering Contractors of appropriate Class for carrying out the works mentioned below :

Tender No. EEC/KYN/T-14/2009 - 2010 :- Renovation of compound wall, replacement of AC sheet roof and other civil maint. works for section office (Urban) at Shivaji Chowk, Mahad Dist. Raigad.

Estimated Cost Rs. **9,45,643/-**

EMD Rs. **10,000/-**

Time Limit : **6 Months**

Blank Tender form fees Rs. **2500/-**

Interested tenderers should furnish (1) Attested Xerox copies of following prequalifying document (2) Demand Draft or pay order for E. M. D. & Receipt of tender form fee in envelope no. 1 and completed tender forms in envelope no. 2 on the day of submission of tenders upto 13.00 hrs. Dt. **30/05/2009**

Pre qualifying Documents :-

- (1) Valid Registration certificate from the concerned organization viz. the tenderer shall be registered in the registers of the Central or State, P.W.D., Railway or other public utilities like NTPC, State Electricity Board, Power Corporations etc. under the appropriate class.
- (2) Certificate from the Officer-in-Charge of the concerned department not below the rank of Executive Engineer about having completed satisfactorily work of similar nature upto 80% of estimated cost from last 3 years.
- (3) Latest income tax clearance certificate / Income Tax Return filed / PAN Card.
- (4) Solvency certificate from a Scheduled Bank issued during current year to the extent of 20% of the cost of work.
- (5) VAT Registration Certificate.
- (6) Partnership deed including Power of Attorney, if required.
- (7) Authority letter in the name of representative, if tenderer himself cannot remain present.

INSTRUCTIONS TO TENDERERS :-

- 1) Blank tender form containing terms and conditions, detailed specifications etc. can be obtained by downloading from Company's website www.mahadiscom.in from **20/05/2009** to **29/05/2009** & Tender form Fee will be accepted on above dates only during the working hours i.e. 11.00 to 16.00 hrs. in Cash/D.D. on presenting application along with original of all required document. Please note tender fee in any form i.e. Cash or D.D./cheque will not be accepted on **30/05/2009** i.e. on date of submission of tender.
- 2) Sealed and superscribed tenders (in two separate covers) duly filled with Tender Fee Receipt & EMD (only in the form of Demand Draft/Pay Order) copies of documents (attested xerox) in Cover No. I and price bid in cover No. II will be received on **30/05/2009** upto 13.00 Hrs.
- 3) The tenders (both the covers) are to be submitted by the intending tenderers into the sealed tender box kept for the purpose, in the office of the Ex. Engineer (C), CCCM Division, Kalyan upto 13.00 hrs. as per office clock.
- 4) Sealed & Superscribed Tenders (envelope no. 1 & 2) will be opened at 15.00 Hrs. or at suitable time on the same day, if possible or on subsequent working day in the presence of such of the tenderers or their authorised representatives with authority letter who may choose to remain present alongwith original documents for verification.

- 5) In case of the tenderers, who have not submitted Tender Fee Receipt, Demand Drafts/Pay orders for EMD, attested copies of documents in Cover No. I, same will be rejected & Cover No. 2 of those tenderers will not be opened & are liable for rejection.
- 6) Tenderer himself or his representative with authority letter must be present alongwith original documents, which will be verified at the time of opening of tenders. If failed to produce all original documents for any reason, envelope no. 2 will not be opened.
- 7) Incomplete documents and absence of any original documents will not be permitted for opening of envelope no. 2.
- 8) Objections, if any, during tender opening must be given in writing at the same instant on authorized letterhead. No complaints /objections in any form afterwards will not be entertained.
- 9) Right to reject any or all tenders without assigning any reason whatsoever, is reserved by the undersigned.

Executive Engineer (Civil), Kalyan.

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.

1. INSTRUCTION TO TENDERS :

1.0 Sealed and superscribed uniform percentage item rate tenders are invited from reputed licensed Contractor duly registered in the State Govt. Department who have executed works of like nature in the State Electricity Distribution C. Ltd. or any other Govt. Dept. satisfactorily under single contract or whose average annual turnover for the last 3 years is not less than estimated cost of the following work.

Name of Work	Estimated Cost (Rs.)	Time Limit	E.M.D. in D.D./Pay Order (Rs.)	Tender Fee in D.D./P.O.
Renovation of compound wall, replacement of AC sheet roof and other civil maint. works for section office (Urban) at Shivaji Chowk, Mahad Dist. Raigad.	9,45,643/-	6 Months	10,000/-	2500/-

2.0 The Tender must be filled in the prescribed forms which can be obtained by downloading from web site www.mahadiscom.in on the title head of Maharashtra State Electricity Dist. Co. Ltd., "Tejashree" 'A' Wing, 3rd Floor, Karnik Road, Kalyan (W), Dist.-Thane. The Tender forms will be available by downloading on above web site on a non refundable payment by D.D./P.O. of Rs. 2500/- as indicated above in Cover No. 1 which shall be accompanied by copies attested of registration certificate experience certificates and latest income tax clearance certificate, which will not be returned duly attested along with Tender fee in D.D./P.O. will be available on above web site on date from **20/05/2009 to 29/05/2009**.

3.0 The prescribed earnest money shall be submitted in the form of Demand Draft / P. O. in cover No. 1 drawn on the nationalized / schedule bank and payable at the KALYAN MAHARASHTRA STATE ELECTRICITY DIST. CO. LTD. and on the KALYAN Office of any schedule banks at par. The same will be returned to the agency by the Company on receipt of application, when due Tenders without the requisite earnest money & Tender fee in D.D./P.O. are liable to be rejected. Earnest money & Tender fee in the forms other than stipulated above shall not be acceptable.

4.0 A schedule of quantities is included in the Tender document. It shall be definitely understood that the quantities indicated under schedule "B" are only tentative and this schedule is liable to alteration by omission, deduction or addition at the discretion of the Executive Engineer or this representative as put forth in condition of the contract.

5.0 The uniform percentage above / below / at par quoted shall include cost of all material, labour, plant, equipment, temporary works, tools setting out supervision, transport, taxes, excise duty, royalties, octroi and any local, state or central taxes or levies payable on all transport insurance and everything necessary for due completion and proper performance of all works under the contracts.

5.1 The sales Tax and excise duty material or furnished and fabricated material and on completed works shall not be paid separately by Company. The rates quoted by the tenders for the various items are deemed to provide for and include all taxes applicable including the turnover tax and Maharashtra Sales Tax on transfer of the property as involved in the works concrete etc. paid / or to be paid to the relevant Authority.

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

5.3 The quoted prices shall be valid even if the work under the scope for this tender is split into two or more parts and awarded to two more tenderers.

6.0 Overall time allowed completion of the work is 6 Months. Time limit shall be counted from the date of handing over of site initially, to the contractor. It shall however be clearly understood that it may not be possible for the board to handover the entire site of work to the contractor initially itself and various parts of site may be handled over only in stages, to suit company's requirements and convenience and the contractor shall be expected to adjust and plan his construction activities accordingly.

It shall also be explicitly understood that the contractor shall have to execute and complete the work under this contract in stages in accordance with completion programme as approved and intimated to him by the Engineer-In-Charge during the course of contract and handover to the board the completed work in accordance with such programme.

6.1 It may be clearly understood by the tenderer that the contractor shall be bound to complete and handover to the Company any works and period/s indicated in the programme without any extra expenditure to the Company.

7.0 The tender document duly completed and sealed as detailed under Clause 23 below, shall be received upto 13.00 hrs. on **30/05/2009** in the office of the **Executive Engineer (Civil), Civil Const. Cum Maint. Divn.**, Maharashtra State Electricity Dist. Co. Ltd., "Tejashree", New Administrative Building, Jahangir Maidan, Karnik Road, Off Murbad Road, Kalyan (West) – 421 301. No tenderer will be allowed to submit tender documents just after 13.00 Hrs. on the prescribed date and no complaint regarding this shall be entertained.

The name of the tenderer and the name of the work & Tender No. D. D. No. & date of E.M.D. and also the due date and time of opening should be superscribed on the sealed cover. The tenders will be opened on the same date if possible at 15.00 hrs. or on subsequent working day in the above office in the presence of the tenderers or their representatives who may desire to remain present.

8.0 The earnest money will be forfeited by the Company in case the successful tenderer/s after his / their tender has been accepted shall refuse to pay the prescribed security deposit and / or fail to sign and complete the contract agreement, within the prescribed time thereafter.

9.1 SECURITY DEPOSIT :-

Within 15 days from the date of issue of letter of intent / work order the successful tenderer shall pay in the office of the Executive Engineer, Civil Construction - Cum - Maint. Division, M. S. E. D. C. L. "Tejashree" 3rd Floor, 'A' wing, Jahangir Maidan, Karnik Road, Off Murbad Road, Kalyan (West) – 421 301. The Security Deposit amounting to Five percent of contract value in Cash or Demand Draft, Fixed Deposit Receipts, if the contractor is so permitted, the security deposit can be paid in the following manner.

- 1) Initial Deposit equivalent to two and one half percent of the contract value shall be paid in the form of Bank Guarantee in Co.'s standard proforma or in F.D.R. of any Schedule Bank.
- 2) The balance amount of the Security Deposit shall be recovered by way of deductions from first 2 R. A. Bills at the rate of 50% of balance Security Deposit.

No interest will be payable by the Co.'s to the Contractor on the Security Deposit, in whatever form it is held by the Company.

9.B REFUND OF SECURITY DEPOSIT :-

normally, 50% of the total Security Deposit shall be refunded to the Contractor inspite of any delay in the finalization of the final bill, if any, within one month from the date of expiry of the maintenance period as stated elsewhere in this tender specification, provided however, that all the works under the contract value been completed satisfactorily by the contractor including clearance of site of all surplus materials and other construction debris and a certificate to this effect is given by the Executive Engineer-In-Charge and as could be assessed at the time, the outstanding from the contractor are less than the amount payable to the contractor in the final bill but only after the contractor has handed over possession of Co.'s piece of land allotted to him for locating his labour colony under Clause No. 13 of "SPECIAL CONDITIONS OF CONTRACT" and the contractor has rendered a completed account of usage and return of balance of all material issued to him by the Co.'s under Schedule 'A' to the satisfaction of the Engineer-In-Charge. Further 25% of the Security Deposit, may be released within Six months. From the date of expiry of the maintenance period. The balance 25% the Security Deposit shall be released along with the payment of final bill.

Not with standing anything stated above, the Competent Authority of the Company may as its sole discretion release the Security Deposit at any stage after the satisfactory completion of the contract.

- 10.0 Within one month from the date of receipt of the work order, the contractor shall have to enter into an agreement with the Co.'s for the satisfactory completion of the contract in the approved proforma of agreement of the Co.'s Until such agreement is executed, the Co.'s will not be liable, to pay, nor shall the contractor be entitled to claim amounts due or payable, if any, under the contract. The cost of necessary stamp paper for the agreement shall be borne by the contractor.
- 11.0 Tenders must return the form of tender with the specifications, drawings and the schedule of quantities and rates and other schedules duly signed. Any tender not bearing signature of the tenderer on all the documents accompanying the tender is liable to be rejected.
- 12.0 The tenderer shall visit the site of work and see and satisfy for himself the site conditions regarding approaches, materials, water supply, labour etc. and all other matters affecting the work, before filling in percentage rates. The tenderer is further requested to study the specifications; the drawings and all other documents attached to the tender papers then fill in the percentage rates.
- 13.0 The rates quoted shall be for finished work, complete in every respect and shall include charges involved in maintenance for the period-stipulated elsewhere in this tender specifications.

- 14.0** Doubts regarding interpretation of any of the Clauses or Specifications shall be got clarified from the Executive Engineer, Civil Construction Cum Maint. Division, MSEDCL, "Tejashree", 3rd Floor, 'A' wing, Jahangir Maidan, Karnik Road, off Murbad Road, Kalyan (West) - 421 301, in writing wherever necessary by the tenderers before submission of their tenders. Submission of a tender by a tenderer implies that he has read these instructions and has made himself aware of the scope of work, the specifications, the conditions of contract and the Company will not therefore pay any extra charges on any account in case the contractor finds later on to have misjudged the site conditions or specifications.
- 15.0** The tenderer shall quote in English or Marathi both in figures as well as in words the percentage above or below the estimate rates put to tender, and amount in the price schedule of items of work forming part of the tender in such a way that any interpolation is not possible.

The tendered amount for the work shall also be entered in the tender and duly signed by the Tenderer.

1) When there is a difference between the percentage in figure and words, the rates which correspond to the amount worked out by the Tenderer shall be taken as correct, if it is item rate tender.

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

3) In case in the 'ABOVE / BELOW' column neither of the words 'ABOVE' or 'BELOW' is struck off OR both are struck off after filling in the percentage will be considered as 'ABOVE' estimate.

- 16.0** All corrections and alterations in the entries of tender papers shall be signed in full by the Tenderer with date.

No erasures or over writings are permissible.

All signatures in the tender document shall be dated as well as all pages & all parts and sections of tender documents shall be initiated at the lower right hand corner or signed wherever required in the document by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the Tenderer before submission of tender.

- 17.0** Agenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications in the design of Contract Terms. All such agenda issued shall form part of tender documents.
- 18.0** The contract or any thereof shall not be sublet without the written permission of the Executive Engineer-In-Charge. In respect of subletting of work in terms of labour contract, if any, it shall be the sole responsibility of the main contractor to guard that none of the requirements of The Maharashtra Contract Labour (Regulation and Abolition) Act & Rules (191) get infringed. The contractor shall save the Company harmless in respect of any actions brought by Government against the Company in this respect.

- 19.1** Contractor shall submit the certificate regarding registration under **Labour Contract Act** to the Engineer-in-charges, when so called for.
- 19.2** The Contractor shall possess a valid certificate of Registration as required under the Maharashtra Sales Tax on the transfer of property in goods involved in the execution of works contract (Re-enacted) Act, 1989, as updated. The certificate shall be produced by the contractor to the Engineer-in-charge whenever called for.
- 20.0** Tenders (price bids) shall remain open for acceptance of a period of **Four Months** from the date on which they are due for submission and during this period no tenderer shall be allowed to withdraw his tender. Any such withdrawal during the said period will entitle forfeiture of the earnest money deposited by the Tenderer.

21.0 RECOVERY OF INCOME TAX AT SOURCE :-

In accordance with provisions of Section 194 (C) of the Finance Act. 1972, deduction of Income Tax at source at the rate of 2.30% (Two point Thirty Percent) of the gross amount payable, shall be made from the Contractor's bill, unless he produces necessary exemption certificate from the appropriate authorities of the income tax department. Any other deduction if required under any other Finance Act/s shall also be made from the contractor's bills, unless he produces necessary exemption certificate.

22.0 PREVALENCE OF VARIOUS STIPULATIONS :-

The work shall be carried out by contractor in accordance with the stipulations under 'INSTRUCTION TO TENDERERS', General Conditions of contract, 'Special Conditions of Contract', Technical Specification', 'Schedule 'A' & 'B' and the work order. Where there is a contradiction between the stipulations under the 'work order' and the stipulations under 'INSTRUCTION TO TENDERER'S, general Conditions of Contract, Special Conditions of Contract, Technical Specifications, Schedules 'A' & 'B' and the contents of tender's letters, the stipulations under the work order shall prevail. Where there is a contradiction between the stipulation under the Schedules 'A' & 'B' and the stipulations under INSTRUCTION TO TENDERER'S, general Conditions of contract, 'Special Conditions of Contract' and the 'Technical Specifications', the Stipulations under Schedules 'A' & 'B' shall prevail, Where there is a contradiction between the stipulation under, 'General Conditions of Contract', 'Special Conditions of Contract', and the 'INSTRUCTION TO TENDERERS', the stipulations under 'INSTRUCTION TO TENDERERS' shall prevail. Where there is a contradiction between the stipulations under 'General Conditions of Contract' & the stipulations under 'Special Conditions of Contract' the stipulations under 'Special Conditions of Contract' shall prevail.

23.0 PROCEDURE FOR SUBMISSION OF TENDER :-

The tender should be submitted in two separate envelopes. The first envelope should contain attested true copies of following documents.

- 1) Certificate of registration of appropriate class from P.W.D. or similar other Govt. Department OR Experience certificate of executing the work of equivalent amount in MSEDCL in single work order in the period of last three years.

- 2) An up to date income tax clearance certificate from income tax officer of circle.
- 3) Registration under Maharashtra State Sales Tax on the transfer of property in goods involved in the execution of works contract (Re-enacted) Act. 1989 as on date.
- 4) Solvency certificate equivalent to an amount not less than 25% of the estimated cost of works. It should be drawn on any Schedule Bank.
The other envelope should contain the tender duly complete and signed by the contractor.

These two pockets should be sealed separately and put in large cover duly sealed and addressed and it is to be submitted along with EMD receipt to the Ex. Engineer (C), MSEDCL, Kalyan.

The EMD should be paid by crossed A/c payee D. D. drawn on any Scheduled Bank payable at Kalyan.

The second envelope containing only the tender document will not be opened if the documents in the first envelope are incomplete or not qualifying for the consideration.

- 24.0** Tenders, which do not fulfill any or all of above conditions or are incomplete in any respect are liable to summary rejection.

Apart from above document compulsorily called in Clause No. 23, Sr. No. 1 to 4 of this Clause the contractor has to submit along with the tender or later on the following documents.

- a) The Partnership Deed (For Partnership Firm)
- b) List of T & P owned by the contractor.
- c) Registration under Labour Act if applicable.
- d) List of works in hand with its cost and latest status of completion.

- 25.0** The tenderers shall also submit the percentage Schedule all duly filled in Company's tender forms issued for the purpose, along with all tender drawings, all documents duly signed.

- 26.0** The tender shall not put forth any terms or conditions either commercial or technical at variance with those stipulated in Company's tender specification. Conditional tenders are liable to be rejected.

- 27.0** The Company reserves the right to relax any of the above conditions without assigning any reason thereto.

- 28.0** The right to reject / accept any or all tenders, in part or whole without assigning any reason whatsoever is reserved with the undersigned.

- 29.0** The Company does not bind itself to accept the lowest bid. The Company reserve the right to reject any bid or portion thereof without assigning any reason thereof or to

split the contract either at the initial contract award stage or during the progress of work due to unsatisfactory work or progress of the contractor. The Company will not entertain any claim from the contractor as a result of such action on part of the Company.

- 30.0** Further information required, if any, can be obtained from the office of the Executive Engineer, Civil Construction Cum Maint. Division, MSEDCL, "Tejashree", 'A' wing, 3rd Floor, Administrative Building, Jahangir Maidan, Karnik Road, Off Murbad Road, Kalyan (West) - 421 301. It must be clearly understood that the tender must be received complete in every respect by the due date and time.

Dated :-

Signature & Full
Address of the Tenderer
& his office Seal or Stamp.

**EXECUTIVE ENGINEER (Civil),
Civil Constn. Cum Maint. Divn.
M. S. E. D. Co. Ltd., KALYAN.**

2. SPECIAL CONDITIONS OF CONTRACT

1. GENERAL :

These special conditions of contract supplement the Instructions to Tendereres and the General Conditions of Contract as stated in tender and contract for works from as applicable to works contract and shall be considered as part of the contract document, where the provisions of these special conditions are at variance with the General Conditions of contract, these special conditions shall prevail.

2. SCOPE :

The Scope of work covered under the present tender & contract is mainly :

Renovation of compound wall, replacement of AC sheet roof and other civil maint. works for section office (Urban) at Shivaji Chowk, Mahad Dist. Raigad.

3. LOCATION OF WORK :

The site of work is - Shivaji Chowk, Mahad Dist. Raigad.

4.1 DRAWING :

- i) The drawing furnished along with the tender are only for giving idea for tendering and shall not prevail over the construction, drawings furbished during the course of the contract or the description of the work under relevant item of Schedule "B".
- ii) The dimensions described in the construction drawings and calculated dimensions shall be adhered to, but the drawings shall not be scaled. In case of discrepancy between the described dimensions and calculated dimensions the contractor shall forthwith bring the discrepancy to the notice of the design office & obtain the corrections before proceeding ahead with the work. In case of failure to obtain clarification of the discrepancy by the contractor, the same shall be at his risk and cost, unless otherwise, ordered in writing by the **Executive Engineer (Civil-In-Charge)** of the work.
- iii) 'Notes' and 'Schedules' incorporated in the drawings shall prevail over the details drawn / shown in the drawings, unless otherwise ordered in writing by the **Executive Engineer (Civil-In-Charge)** of the work.

4.2 The Drawings as per Annexure "D" include only some of the preliminary drawing. Those are for the tenderer's reference only. The drawings do not indicate all the details and are only are only generally indicative. The quoted rates should however be good for the final design and drawings to be issued later for construction. It shall be clearly under stood that final drawings may or may not be identical to those indicated in the Annexure "D" and no extra claim from the contractor on this account would be entertained.

4.3 The Company reserves the right to change the plans, alter locations, delete portions of the prior to or during construction if it consider necessary Contractor will have to claim on the Board on this account except that he will be paid by the Company at contract rates or at reduced rates as applicable, for actual work carried out prior to such

changes, subject to, however that such work carried out is as per Company's approved drawing specifications duly released for construction.

- 4.4** The contractor will have to proceed with the work as and when the drawings are released for construction by the Company. The Contractor will have to adjust his construction programme to suit the issued drawings. No claim for any such adjustment will be entertained. It shall be specifically noted by the tendered that the Company will release the drawings for construction progressively.

5. PERIOD OF COMPLETION OF WORK :

- 5.1** The time allowed for completion of the work shall be as stated under Clause (6) of INSTRUCTION TO TENDERER. Time being the essence of the contract, the failure of the Contractor to give adequate progress shall be dealt with severely under various provisions of contract by withdrawal of work for any part, in part or whole and execution thereof through any other agency or Departmentally, solely at the risk and cost of the contractor by encashment and diversion of Security Deposit and other dues as per provisions of contract especially in the event of the work being delayed in such a way that overall progress is affected.
- 5.2** In the event of execution of work being affected due to delay in handing over of site and/or non-supply of drawings by Maharashtra State Electricity Dist. Co. Ltd. Only extension of time limit as found adequate and justified shall be considered and no compensation for idle time and labour demobilization and remobilization shall be given by Maharashtra State Electricity Dist. Co. Ltd.

6. DEPARTMENTAL SUPPLY OF MATERIALS :

- 6.1** No material will be issued by Departmental except shown in Schedule "A". The contractor has to arrange for each and every material required for the job. The materials procured by the contractor should be of approved quality, confirming to the detailed specifications, specifications for materials and as per relevant I.S. Specifications. The cement to be utilized shall be from reputed manufacturer approved by the Engineer-In-Charge and shall be ordinary Portland cement confirming to I. S. 269-1967. For each batch of cement, tests should be arranged by the contractor.
- 6.2** The materials procured shall be from reputed manufacturers or their duly authorized dealers / stockiest only. The materials shall confirm to the relevant I.S. Specifications. The materials shall also be got tested at an approved laboratory, at the cost of the Contractor to confirm suitability, before commencement of the supply.
- 6.3** The contractor shall produce original quotations collected from various agencies as above and get the 'Supplier' and the prices approved from the Superintending Engineer-In-Charge in writing before procuring the material.
- 6.4** On completion of the supply the contractor shall submit to the Superintending Engineer-In-Charge through the Sub-Divisional Office, the original receipt of payment from the approved supplier duly indicating the Sales Tax Registration number, quantity supplied, rates charges etc. octroi payment receipt etc. The receipt shall be in the name of the main contractor.

6.5 REINFORCEMENT STEEL :

The reinforcement bars for incorporation in R.C.C. work will not be supplied by the Employer and the contractor shall have to make his own arrangements for procuring the same from reputed manufacturers, Re-rollers or authorized dealers. Purchases of steel from unauthorized sources or unauthorized dealers will not be permitted. The reinforcement bars shall be either plain round mild/Tor as per requirement & as directed steel bars confirming to grade I of I. S. 432 or high yield strength deformed bars confirming to I. S. 1786 or I. S. 1139, as specified in the relevant drawings and as per the relevant item of Schedule 'B' wire mesh or fabric where specified will confirm to I. S. 1566 each lot of the reinforcement steel shall be tested by the contractor in a laboratory approved by the Engineer-In-Charge to confirm the specified quality. No steel shall be permitted to be used in works nor any advance would be granted to the contractor by the Employer unless the test certificate confirming its quality under the provision of the relevant I. S. S. is submitted by the contractor to the Engineer-In-Charge.

7.0 WATER SUPPLY :

- 7.1 The contractor will have to make his own arrangement of water for execution of this contract. Company will not supply or arrange for supply of water. Sufficient water should be arranged by the contractor throughout the contract period. No extension will be given for the reason that there is scarcity of water.
- 7.2 If it is possible for the department to supply / spare water for the work water supply will be arranged by the Company at any one point at ground level near the side of work for activities. The water supply will be arrange for limited duration as per local condition and the contractor shall have to make his own arrangement for storage of water in adequate quantities for uninterrupted progress of work, as also install at his own cost pumping and further distribution system as per the requirement.

The Company shall charge a flat rate of 0.5% (One & half percent) of the gross value of work done under the contract including the value of all extra items etc. for the supply of water and the recovery would be effected, in respective of the quantum of water supplied, from the running account bill at the rate of 0.5% of the gross value of each R. A. Bill including the value of extra item etc.

The Company shall not be responsible for any inconvenience caused to any stoppages or interruptions in water supply neither any compensation can be claimed by the contractor due to such non supply, or interrupted supply of water nor will any claim for reduction in flat rent will be entertained.

8.0 ELECTRICAL ENERGY :

- 8.1 Electrical power (3 phase, 440 volts or as available) will be made available to the contractor for lightning etc. ay any two points for construction and related activities such as site lightning etc. The contractor shall have to carry out, at his own cost, all further connection, as per electricity rules & regulation.
- 8.2 The Company shall charge at flat rate of 0.25% of the gross value of work done under the contract including the value of all extra items, escalation etc. for the supply of electrical energy and the recovery would be effected, irrespective of the quantum of electrical energy supplied, from the running accounts bills at the rate of 0.25% of the gross value of each R. A. Bill including the value of extra items etc.

8.3 The Company shall not be responsible for any inconvenience caused due to any failure of electric supply and no compensation can be claimed by the contractor due to such non-supply, neither will any claim for reduction in flat rate will be entertained.

8.4 The complete installation which the contractor has the under take for his power supply should confirm to the Indian electricity rules 1966, and the Indian electricity Act, 1910, which latest amendments and as per the specifications and standards laid down therein and as approved by the Engineer-In-Charge.

9.0 TOOLS, PLANT AND MACHINERY :

9.1 In respect of procurement of plant and machinery, it will be for the contractor to apply to concern authorities for necessary permit etc. under intimation to the Company. It will be for Maharashtra State Electricity Distribution Co. Ltd., only to recommended the application in accordance with the prevailing rules and the entire responsibility and consequences in respect of non - receipt of machineries etc. even inspite of Company's recommendation shall have to be borne by the contractor.

9.2 All constructional tools, plant and machinery such as pneumatic drills, air compressors, concrete breakers, pumps, concrete mixer, hoist, dumpers, weigh batchers, vibrators, rollers and all other required machineries etc. shall be provided by the contractor for constructions works.

9.3 The contractor shall state in Schedule 'C' the details of plant and machinery already held by him and likely to be earmarked for this work including their rating.

9.4 Such items of plant and machinery as are available with the Company may be made available at the discretion of the Suptdg. Engineer to the contractor on payment of hire charges which will be recoverable every month from the contractor's bills and shall be charge for the entire period, including idle days till return of the plant and machinery in working conditions after use. No claim or compensation will be entertained by the Company, for the delay caused to the works by the non-working of any machineries, tools and plants given to the contractor by the Company on hire. The contractor shall employ skilled operators for operating the equipments and return after use the same in the same running condition as they were when handed over to him. Any damage done to the equipment shall be made good by the contractor except normal wear and tear and decisions as to whether such wear and tear is normal or otherwise shall rest entirely with company. The hire charges shall be as fixed by the Superintending Engineer.

10.0 ROYALTIES, TAXES ETC. :

All charges such as sales tax, royalties, octroi, excise and other duties for materials obtained for the works and on fabricated materials, if any, shall be borne by the contractor and also all taxes, local, state or central including the turnover tax, all taxes applicable to works contracts etc. Royalty, if any, for minerals etc. (Stone, Clay etc.) removed shall be payable by the contractor. All amounts due on this account (Royalties taxes etc.) shall be paid by the contractor directly to the authorities concern. However, if so required by the concerned authorities the Company may recovered the outstanding amount from the money due to the contractor or from his security deposit and the contractor will not be entitled to any refund from the Company on this account.

11.0 TIME IS THE ESSENCE OF CONTRACT :

- 11.1 Time is the essence of contract. The time shall be reckoned from the date on which the site of work is handed over to the successful tenderer.
- 11.2 The contractor shall prepare schedule / Bar chart indicating the commencement and completion date for each foundation / structure under the scope of work to suit for completion stipulated under clause 6 of INSTRUCTION TO TENDERERS and submit the same within 15 days from the date of receipt of the work order to Executive Engineer-In-Charge, for approval. This schedule / Bar chart shall be reviewed, every fortnight, to ensure that the completion dates, for each foundation / structure, will be met or to institute corrective step to maintain the targeted completion dates. The Company reserve the right to revise the above Schedule / Bar chart and the contractor shall not have any right for compensation on this account.
- 11.3.1 The contractor shall submit monthly progress report to the Engineer-In-Charge, indicating the progress as per Bar chart, anticipated problems and methods proposed to overcome such problems, shortfalls in progress with reasons therefore shall also be brought in such reports regularly.

12.0 LABOUR CAMPS, HOUSING, ACCOMODATION ETC. :

The contractor will have to make his own arrangements for the housing of his staff and labour on a piece of land shown to him by the Engineer-In-Charge at a nominal rate of Rs. 100/- (Rs. One hundred only) for the entire contract period including all extensions, provided such land is available.

The contractor will also have to provide for sufficient latrines for the use of his workers, male and female to keep the same clean and disinfected at all time during the period of work and to remove the same and disinfect the ground and make good all damages on completion of the work. In regard to hutted accommodation for his workman, he should comply with the local regulations. The contractor shall after completion of work remove all the huts and handover the piece of land back to the Company duly cleaned of all the debris and disinfected.

13.0 CO-OPERATION WITH OTHER CONTRACTORS / AGENCIES :

- 13.1 Apart from the work under this contract, other works may be simultaneously going on either Departmentally or through other agencies. Each contractor or Agency shall co-operate with the other to the fullest extent and shall allow to each other, every facility & co-operation for execution of their work simultaneously and satisfactorily, during the erection of machinery or execution of any other related works. The contractor will have to work only at places as directed by the Engineer-In-Charge. The contractor may sometimes have to suspended his work partially or such times, he will be informed from time to time and directed by the Engineering charge, when to work. He may also be required to dismantle / shift his construction plant and equipment so as to cause minimum obstruction and inconvenience for erection of machinery and / or any other construction operation/s. In such cases, he shall not be given any compensation of account of reduction or stoppages of work or idle labour force or dismantling / shifting of his construction plant and equipment etc. It shall, however, be seen by the Engineer-In-Charge that the contractor is not put to unnecessary inconvenience.

14.0 WORKING HOURS :

- 14.1 The hours of work for the labour employed by the contractor shall confirm to the hours of working fixed by the Company.
- 14.2 If the Engineer-In-Charge give permission for night work, such night work shall not entitled the contractor to any increase in rates.
- 14.3 Where night work is in progress, any excavated area shall be barricaded and shall be provided with red light and all other working areas shall be well lighted to prevent accidental falls etc.
- 14.4 Work shall normally be done in single shift per day. However, the Engineer-In-Charge reserve the right to order over time / double shift / triple shift working if required by progress requirements and the contractors shall not be paid anything extra over his contract rate for such overtime / double shift / triple shift working. The Engineer-In-Charge if he orders such additional shift/s will arrange his Engineer for the usual supervision in additional to normal contractor's supervision.

15.0 CONTRCATORS SUPERVISION :

- 15.1 The contractor shall, during the entire period, the works are in progress, employ a qualified civil Engineer to be in charge of the works with adequate experience in handling of jobs of his nature and with the prior approval of the Superintending Engineer-In-Charge. Such Engineer shall be constantly in attendance at the site during working hours, and also beyond working hours, will it may be necessary to give directions, orders may be given by the Engineer-In-Charge and shall be received and obeyed by the Contractor's Engineer, Superintendent or Foreman who may have charge of the particular part of the work in reference to which orders are given. If requested to do so, the Engineer-In-Charge shall confirm such orders in writing. Any direction, instructions to him, shall be deemed to have been given to the contractor. The representative of the contractor shall have all necessary powers to receive Schedule 'A' materials from the company stores, issue valid receipts for the same, engage labour or purchase materials and proceed with the work as required for speedy execution.
- 15.2 None of the contractor's Engineers, Supervisors or labour shall be withdrawn from the work without due notice being given to the Engineer-In-Charge. Further no such withdrawals shall be made if in the opinion of the Engineer-In-Charge such withdrawals will jeopardize the required pace of progress or detrimental to successful completion of the work.
- 15.3 The contractor shall employ for execution of work only such persons as are careful, skilled and experienced in the respective trades, and the Engineer-In-Charge shall be at liberty to object to and require the contractor to remove any person employed by the contractor in or about execution of works who in the opinion of Engineer-In-Charge misconduct himself or is incompetent or negligent in the proper performance of his duties and all such persons shall not again be employed upon the works without the prior written permission of the Engineer-In-Charge.

16.0 SECURITY REGULATION :

The contractor shall strictly with the Security Regulation in force at the Company's site of work.

17.0 SETTING OUT WORKS :

- 17.1 The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correspondence of the positions, level, dimension and alignment of all parts thereof. If at any time any error shall appear during the progress of any of the works, the contractor shall at his own expenses rectify such error, if called upon, to the satisfaction of the Engineer-In-Charge.
- 17.2 The contractor shall provide all facilities, instruments and attendants to the Engineer-In-Charge or his deputed representative to check his work. Instruments brought by he contractor shall be in good working condition and are subject to approval of Engineer-In-Charge. Checking in part of full of any setting out or any line or level by the Company's supervisory staff shall not in any way relieve the contractor of his responsibility for the correctness thereof.
- 17.3 The contractor shall establish and maintain base lines and bench marks adjacent to the various sections of work at his own cost. All such bench marks and center lines must be carefully preserved by the contractor, and in case of their destruction by him or any of his employees, they shall be replace at the contractor's own expense.
- 17.4 The contractor shall be responsible for the accuracy of all dimensions within the various sections of the work according to the figures of dimension on the approved drawing issued for construction.

18.0 SAFETY PRECAUTIONS :

- 18.1 The contractor shall pay particular attention to ensure safety of his staff and work man and others in the vicinity and shall be responsible for any other causes whatsoever except natural causes. He shall provide all necessary fencing and lights required to prevent accidents and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person foe injury sustained owing to neglect of the above precautions and pay may damages and costs which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid compromise any claim of any such person.
- 18.2 The contractor shall at his own cost make good all damages incurred to the structures so as to delivers the whole of the contracted work completed and perfect in every respect. The contractor shall also make good or otherwise safety all claims for damage to the property of third parties causes by the contractor or his workmen or his petty contractors.
- 18.3 The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, guards, sings, temporary passages or other protection necessary for the purpose. All work shall be done at the contractor's risk and if any loss or damages shall be result from fire or from other causes, the contractor shall promptly repair or replace such loss or damage free from all expenses to the Company. The contractor shall be responsible for any or damage to materials, tools, or other articles used or held for use in connection with the work. The work shall be carried on to completion without damage to any work or property of the Company or of others and without interference with the operation of existing machinery, equipment or structure.

19.0 CLAUSE DELETED :**20.0 VARIATION IN QUANTITIES OF WORK :**

The tendered rates for all sub-items / item under Schedule 'B' shall remain firm during the stipulated contractual time limit and the "free over run" period, irrespective of the actual quantity of work executed under any sub-items / items, or the overall quantum of work done, whether in excess all in deficit and no claim for revision of rates on grounds of loss or profit or increase overheads or whatsoever other ground shall be entertained by the Company.

21.0 APPROACH TO WORK SITE :

The contractor shall make his own arrangements at his own cost for necessary approach road and ramps for transport of materials to site of works. No charge will be paid by the Company for constructions of such approaches.

22.0 DEATH, BANKRUPTCY, BREACH OF CONTRACT ETC. :

Should the contractor die or become insolvent or bankrupt or have a receiving order made against him or compound with or make any proposal for carrying on his business under inspection or for the benefit of his creditors or commits an act of insolvency or bankruptcy or being corporation pass a resolution or be ordered to wound up have a receiver or its business appointed or committed any breach of contract, the Company shall be entitled any forthwith by notice in writing to contractor or his legal representative to terminated the contract and the Company may in that event complete the contract in such time and manner and by such presents as the Company shall think fit at the risk, cost and liability of the contractor.

23.0 INSURANCE :

23.1 Without limiting his obligations and responsibilities under various clauses of these 'Special Condition of Contract', the contractor shall insure and keep insured during the contractual period including extensions thereto and the stipulated maintenance period of till the work is handed over to the Company as stipulated else where in this specification, which ever is later, in addition to the insurance required to be taken out under any of the central, state and local law, also for the eventualities of all types of accident, fire, riots, sabotage and natural calamities, for the following.

a) THIRD PARTY LIABILITY :

Limit for bodily injury or death, not more than Rs. One Lakh for one person and Rs. 3 Lakh for any other accident, with no limit on the number of accident. This cover shall include amongst others all supervisory staff and workmen of the Company, the staff and workmen of Company's various contractors and their sub-contractors at the project side allowed to remain or to move about the construction area by the Engineer-In-Charge during any or all hours.

b) workmen's Compensation insurance full cover.

23.2 The limit stated above shall not mean to limit or dilute the contractor's liability to make good the damage caused or for the insurance claim admitted and paid, shall have to be made good and paid by the Contractor from his own funds. The Contractor in his own interest is therefore advise to insure against all eventualities including third party property damage full cover.

The insurance agency shall be preferably the Maharashtra Government Insurance Fund. Insurance with other agencies will be acceptable only with the prior written approval of an officer of the Company not below the rank of Dy. Chief Engineer.

- 23.3 The insurance shall be at the sole cost of contractor (and he is deemed to have allowed for this expenditure in his quoted percentage over rate for the various item under Schedule 'B') and all formalities for taking out the above stated insurance shall be completed by the contractor and all documents in supports thereof shall be submitted by the contractor to the Executive Engineer-In-Charge before the commencement of the work.
- 23.4.1 In the event of occurrence of an accident, the contractor shall take all actions and lodge the claim with the Insurance Agency and take all follow up actions thereafter till settlement, keeping the Executive Engineer-In-Charge informed of all development from time to time. The contractor shall be held liable for non-compliance of any of the prescribed procedures in lodging of the claim, payment of premia etc. and in such an event, the contractor shall have to make good and pay all damages and claims from his own funds.
- 23.4.2 If the contractor shall fail to insure and keep in force the insurance referred to in para 23.1 above or any other insurance which he may be required to effect under the terms of the contract, then and in such case, the Engineer-In-Charge may at his opinion effect and keep in force any such insurance and pay such premium or premia as may be necessary for that purpose and from time to time deduct such expenditure (with 15% extra towards Company's overheads) from the monies due to or may become due to the contractor or from the contractor's deposits with the Company under this contract or any other contract, or recover same as a debt due from contractor. Provided further that the liability of the contractor in terms of various other clauses under the contract may continue to be in force and Company's right to recover from the contractor directly, the cost towards any loss, damages etc. remain unchanged, irrespective of whether the Company has effected the insurance or not. Also provided further that non - insurance by the Company in terms of this clause shall not in any other clauses under the contract.
- 23.4.3 All formalities towards insurance shall be completed by the contractor before commencement of the work. Copies of the insurance papers in duplicate along with the original set of papers shall be submitted by the contractor to the Executive Engineer-In-Charge for verification and record. The original paper may be return to the contractor after verification. The Company is not bound to pay neither is the contractor eligible to receive any payment due or otherwise from Company under the contract till all formalities in respect of Insurance are completed by him.

24.0 NEGLIGENCE :

If in the opinion the Company, the Contractor

- a. Neglects to execute the work with diligence and expedition or refuses or neglect to comply with any reasonable orders given to him in writing by the Engineer-In-Charge in connection with the work, or contravenes the provisions of the contract, the Company may give a 7 days notice in writing to the Contractor to make good such neglect, failure or contravention and if the contractor fails to do so within the time reasonably necessary for making it good.
- b. Fails to properly execute the work or any part of the work due to either gross negligence or deficiency in technical skill including but not limited to the provisions of latest tools, tackles and qualified technical persons and which in the opinion of the Company's is likely to result or has resulted in substandard work or loss thereof, then and in such case the

Company shall be at liberty to employ other workmen after giving a seven days notice in writing and thereafter perform such work as the contractor may have neglected to do or of if the Company so desires to take the work wholly out on part out of the contractor's hands and execute departmentally or recontract with any others agency or provide any materials, tools, tackle or labour for the purpose of completing the work or any part thereof and in that event the Company shall, without being responsible to the contractor for fair wear and tear of the same, have the free use of all the materials, tools, tackles or labour for the purpose of completing the work or any part thereof, which may be on the site, at any time in connection with the work to the exclusion of any right of the contractor over the same, and the Company shall be entitled to retain and apply any balance which may be otherwise due on the contractor by the Company to the contractor or such part thereof as may be necessary to the part of the cost of executing such work as aforesaid.

25.0 REDUCTION FROM CONTRACTOR PRICE :

The amount of any cost, damages or expenses or other sums which under this or any other contract is payable by the contractor to the Company may be deducted by the Company from any money due or becoming due by the contractor under this or his any other contract with the company without prejudice to the Company rights to recover the same by ordinary process of law.

26.0 REPLACEMENT OF DEFECTIVE WORK / MATERIALS :

26.1 It during the progress of the work the Engineer-In-charge shall decide and notify in writing to the contractor, that the contractor has executed an unsound or imperfect work, or has supplied any plant or materials inferior in quality or quantity to those specified, the contractor shall on receiving details of such defects or deficiencies has to make good the defective unsound or imperfect work or replace materials, as per written instructions of the Engineer-In-Charge, at his own expenses within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct such work or supply fresh material upto the standard or the specification. In case the contractor fails to do so, the Engineer may, on giving the contractor 7 days notice in writing of his intention to do so, proceed to remove the work or materials complained of and at the cost of the contractor, perform all such work and / or supply all such materials provided that nothing in this clause shall be deemed to deprive the Company, or affected any rights under the contract which, it may otherwise have in respect of such defects or deficiency and no interim payments which may have been made on account of the plant or materials delivered or work executed shall be looked upon as acceptance of such plant, materials or work.

27.0 CERTIFICATE NOT TO AFFECT RIGHTS OF COMPANY OR CONTRACTORS'S OBLIGATIONS :

No certificate of the Engineer-In-Charge nor any sum paid on account by the Company not in any extension of time for the works granted shall affect or prejudice the contractor's obligations for the due performance of the contract or be interpreted as approval of the work done or of the material supplied and no certificate shall create liability in the Company to pay variation or additional work not ordered in writing by the Engineer-In-Charge or discharge the liability of the contractor for the payment of damages whether due, ascertained or certified or not or any sum against the payment of which he is bound to indemnify the Company nor shall any sum paid on account or otherwise affect or prejudice the obligation of the contractor to the Company.

28.0 NON-EXERCISE OF RIGHTS AND CONTRACTOR'S LIABILITY :

In any case which may of the powers and rights conferred upon the Company shall have become exercisable and the same shall not have been exercised then non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall, not with standing be exercisable in case the defaults by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation and the liability of the contractor for cost and future compensation shall remain unaffected.

29.0 PAYMENTS :

- 29.1 R. A. Bills shall be submitted by the contractor monthly to the Sub-Divisional office on or before the date fixed by the Executive Engineer-In-Charge for all the works executed in the previous month. 75% payment of the R. A. bill shall normally be released within reasonable time on availability of funds on receipt of such bill in the Divisional Office. Balance payment of the net payable amount of the R. A. bill, would be effected after details audit etc. The tenderer shall clearly note that while every effort would be made by the Company to stick upto the above Schedules of payment, no claim for payment of interest / damage etc. for any delay in the payment shall be considered or payable by the Company.
- 29.2 Every possible effort to finalize the final bill within 9 months from the date of completion of the work in all respects as certified by the Executive Engineer-In-Charge shall be made. It is desirable for enabling early settlement of the final bill all material accounting royalty clearance certificate etc. shall be submitted by the contractor and all dues settle at pre final bill stage itself. However, the tenderer shall clearly note that while every effort shall be made by the Company to stick up the above Schedule of payment, no claim for payment of interest / damage etc. for any delay in the payment shall be considered or payable by the Company.
- 29.3 In case the final bill is not finalize within a period of 9 months from date of completion, at the request of the contractor but at the sold discretion of the Executive Engineer-In-Charge, payment of 100% of the net payable amount as assessed from the date available at that time (but only after Divisional Audit) may be released to the contractor against submission of Bank Guarantee for a amount equivalent to 150% of such net payable amount, by the contractor. The Bank Guarantee shall be in the Company standard proforma and shall be valid till the final bill is actually paid to the contractor.

30.0 CHECK ON CONTROLLED MATERIALS :-

The Company shall render all possible help for securing priorities for supply of controlled materials which are required to be used in connection with the construction work. In case the material issued either through or with the recommendation of the Company it is absolutely essential for the contractor to maintain a correct and honest record of the daily consumption of the said material with particular reference to the turnover of the work done during the day. The Engineer-In-Charge or his authorized agent shall have the right to inspect and the account for these materials shall be presented for inspection whenever called for.

31.0 RETURN OF MATERIALS :

All unused materials either (outside Schedule 'A') directly by the Company or obtained though the recommendation of the Company, which in the opinion of the Engineer-In-Charge are likely to be useful to the Company shall be return in good condition at the original cost paid for, plus 10% to cover for contractor's overheads, transport, handling , incidentals etc. if so decided by the Company.

32.0 SUB-LETTING OF CONTRACT :

The contract or any part thereof shall not be assigned or sub-let without the written permission of the Executive Engineer-In-Charge. In case such a permission is granted, the responsibility for executing the work according to the specification & within the stipulated time limit and adherence to all regulations and laws in force shall entirely rest with the main contractor.

33.0 DAMAGE TO WORKS :

The works whether fully completed or incomplete, all the materials, plants, tools, temporary buildings and other things connected with the works shall remain at the risk and in the sole charge of the contractor until the completed work has been delivered to the Engineer-In-Charge and till the completion certificate has been obtained from the Engineer-In-Charge. Until such delivery of the completed work, the contractor shall at his own cost take all precautions reasonably necessary, to keep all the aforesaid works, materials, machinery, plants, temporary buildings and other things connected with the works 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.

34.0 LAW AND REGULATIONS :

34.1 The Company, shall, throughout the continuance of the contract in respect of all matters, arising in the performance thereof, serve all notices and obtain consents, way leaves, approval and permission required in connection with the regulations and by laws of the local or other authority which shall be applicable to the works.

34.2.1 All the works shall be executed by the contractor in accordance with the laws in force in India relating to the work and rules and regulations thereunder and any statutory modifications thereof whenever they are applicable, unless otherwise agreed to in writing by the Engineer-In-Charge.

34.2.2 The contractor shall abide himself and fulfill all obligations enforceable under Enforcement of Contract Labour (Regulations and Abolition Act, 1970) as well as the payment under minimum Wages Act and absolve the Company entirely of all responsibility under these acts. In case the contractor has not fulfilled all the obligations under these acts at the time of tendering, his tender is not likely to be considered. Even after award of the Contract, at any stage it is observed that any of his obligations under these Acts are not fulfilled, in addition to the action being taken in accordance with the provisions of the Act, the contract may be canceled and deemed as having been abandoned against the terms of the contract.

35.0 TAKING OVER :

35.1 When all performance tests called for by the specifications have been successfully carried out on completion of the work, the work shall be accepted and taken over when it has been satisfactorily certified, or within one month of its being ready for issue of such certificate, whichever shall be the earlier and the Engineer-In-Charge shall forthwith issue a taking over certificate.

35.2 If for any reason other than the default of the Contractor such last mentioned tests on site have not been carried out within one month of notice by the contractor to the Engineer-In-Charge of the work being ready for test, the same shall be deemed to have been taken over so as on the last day of such period and payments due to the contractor on taking over shall carry out the said last test during the maintenance period. The performance guarantee/Security deposits under this contract shall however be released only after the stipulated test results indicate successful performance.

- 35.3 The tenderer shall specifically note that the contract is deemed to be complete only after the land and staff quarters allotted to the contractor by the Company are vacated by him and returned to the Company in the same condition such lane / staff quarters are handed over to him by the Company.
- 35.4 The Engineer-In-Charge shall not delay the issue of any taking over certificate contemplated by this clause on account of minor defects or items to be completed in the work, which do not affect the proposed use thereof provided that the contractor shall undertake to make good the same within a specified time limit.
- 35.5 The Engineer shall be at liberty at any time to put into beneficial use the whole or any part of the work he may desire to use pending completion and taking over of the same. The decision of the Executive Engineer shall be final and binding on the contractor as to whether the items are minor or important and if the Executive Engineer certifies that the items to be completed are important, not with standing anything contained in the contract, the taking over certificate shall not be issued.
- 36.0 CONTRACTOR'S LIABILITY FOR LOSS, DAMAGE, ACCIDENTS ETC. :**
- 36.1 The contractor shall be responsible for loss, damage or depreciation to the plant / building until the plant / building is taken over in the accordance with Clause 42 above.
- 36.2 The contractor shall, during the progress of the work, properly cover up and protect the plant from injury through exposure to whether or by any other cause and shall take very reasonably proper timely and useful precautions against accidents or injury to the same from any cause and shall be remain answerable and liable for all accidents or injuries thereto which until the same are or be deemed to be taken over under Clause 42 above. The contractor shall be responsible for all damages and losses to the plant/building/machinery that may arise or be occasioned by the acts or omissions of the contractor or workmen, or sub-contractor and all damages to the plant/building arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer-In-Charge.
- 36.3 In the case of loss or damage to any portion of the plant/building/machinery delivered arising from or occasioned by other causes for which the contractor is not liable, the same shall, if required by the Company be made good by the contractor in like manner but at the cost of the Company at a price to be agreed between the contractor and the Company or in default of agreement settled under Clause 22 above.
- 36.4 Until the work shall be or deemed to be taken over as aforesaid the contractor shall also be liable for and shall indemnify the Company in respect of all damage or injury to any person or to any property of the Company or of other occasioned by the negligence of the contractor or his sub-contractors on account of any defective design, work or materials but not otherwise.
- 36.5 Notwithstanding anything contained in this contract, the contractor shall be liable to pay for any actual damage to the structure for reasons unforeseen or being the control of the Company during the period of maintenance as stipulated in this contract.
- 36.6 The contractor shall indemnify and save harmless the Company against all action, suits, claims demands, costs or expenses arising in connection with injury suffered prior to the date when the plant shall have been taken over under Clause 42 herein, by person employed by the contractor, or his sub-contractors, on the works, whether under the general law or under the Workmen's Compensation act 1923 as updated or any other statutory or law in force dealing

with the question of the liability of employers and shall also take properly to insure against any claim there under.

- 36.7 On the occurrence of an accident which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workman, the contractor shall, within 24 hours of happening of such an accident, intimate in writing to the concerned Engineer-In-Charge to the fact of such accident. The contractor shall indemnify the Company against all loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalty or fines if any payable by the Company as a consequence of Company's failure to give notice under the Workmen's Compensation Act, or otherwise to confirm to the provisions of the said Act in regard to such accident.
- 36.8 In the event of any claim being made, or action brought against the Company and arising out of the manner referred to and in respect of which the contractor liable under this clause, the contractor shall immediately thereof, and with the assistance if he so requires of the Company but at the sole expense of the contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case the Company shall at the expenses of the contractor accord all available assistance for any such purpose.

37.0 ADVANCES :

- 37.1 The contractor may be paid monthly along with R. A. Bills, a sum not exceeding 75% of the value of materials (provided they are of imperishable nature) except reinforcement steel, collected by them on the site of works and required for incorporation in works, on a certificate of value issued by an officer of the Company not below the rank of the Dy. Ex. Engineer-In-Charge of the works. In case the contractor is required to purchase tested reinforcement steel for incorporation in works, the advance payable would be not exceeding 90% of the value of steel. The value of the material may be assessed by the Dy. Engineer-In-Charge on the basis of purchase vouchers by the contractors and its assessed proportionate value as component of the relevant items, which ever is less. The secured and interest free advance so paid shall be recovered from the subsequent R. A. Bills as and when the relevant items of Schedule 'B' are released. The Company will have a lien on these materials against which advances have been released until the advance is fully recorded. All outstanding advances against materials in any case shall stand recoverable from the pre-final bill in respective whether the materials against which the advances have been released have by that time been consumed in works or not.
- 37.2 No advance against machinery or towards site mobilization or on materials such as plywood or M. S. plates in the formwork would be paid by the Company to the contractor.

38.0 FORCE MAJEURE CLAUSE :

- 38.1 Below mentioned conditions only shall be constructed to be applicable to this contract as '**Force Majeure**' conditions.
- 1) Irresistible compulsion.
 - 2) Coercion diplomatically interpreted as irresistible.
 - 3) War.
 - 4) Strike declared as illegal by Labour Commissioner.
 - 5) Lock outs by contractor agreed to by Labour Commissioner.
 - 6) Act of God.
- 38.2 No other '**Force majeure**' condition shall be treated as applicable to this contract. Any statement about any exigency outside contractor control if include in '**Force Majeure**' the said change

shall not be accepted by the Company. If there are illegal strikes / legitimate circumstances of above nature in the works of contractor's supplier's for manufactured materials, the same shall be notified by the contractor to the, which may consider the issue, and advise the contractor for change of agency in which case corresponding time loss shall be covered by 'Force majeure' clause. This consideration shall however, not be treated as applicable to local suppliers (for material such as sand, transportation agencies etc.) (save for Railways).

39.0 DAMAGE TO THE OTHER STRUCTURE AND PLANTS :

39.1 The contractor shall be totally held responsible for any loss or damage, caused by any act of the Contractor's labour or his sub-contractor's labour including but not limited to covered/open blasting, to the existing structures and plants or any other structure or plant that may be under construction/erection by any other agency at this site during the entire period covered by this contract along with time extension if any.

39.2 Any permission given by the Engineer to the contractor to carry out such work, as blasting etc. shall not be construed to be waiver of the contractor's responsibility. In such cases the amount in respect of loss or damages, as directed by the Company, which shall be considered as final and binding on the contractor, shall stand recoverable from any payments due to the contractor in this or any other contract between the Company and contractor. It shall also be considered rightful for the Company to attach balance payments for enabling the Company to recover full extent of such amount.

39.3.1 However, in the event of amount of such losses / damages being recovered by the Company from the insurance company due to any of the insurance not declared under this contract, the amount recovered from the contractor shall be refunded to him to the extent of compensation received from insurance agency, subject, however to such refund being limited to the initial recover / recoveries made from contractor's bills in respect of each of such exigencies taken individually. A minimum amount limited to 15% of the assessed loss, to recover Company overhead etc. shall however be recovered by the Company from the contractor in such a case.

40.0 CONCRETE DESIGN MIX :

The mix design of concrete shall be carried out by the Engineer-In-Charge in the Company's laboratory and in any approved laboratory in accordance with the technical specification enumerated under relevant clause of 'specification for plain and reinforced cement concrete' of this tender specification, envisaging use of weigh batcher, the contractor shall supply at the laboratory, to the Company free of cost samples of metal of different grades and sand that be proposes to use in the concrete in required quantities for ascertaining the appropriate design mix. Unless otherwise approved by the Superintending Engineer-In-Charge in writing, the proportion by the weight of various aggregates as arrived at for the design mix shall not be converted into volumetric proportion and weigh batching shall have to be resorted to by the contractor for all concreting.

The tenderer shall clearly note that the cement concrete for quotation purposes as stated for various cement concrete items are expected to be those, which are determined by absolute volume method in the laboratory. As such the deference only in respect of laboratory determination & figure stated in Schedule 'A' issue rates plus 10% towards handling and other overheads. All wastage of cement of any nature and consumption of extra cement if any, for whatsoever reasons during actual concreting, shall have to be absorbed by the contractor, within his overall quoted rates, for the relevant items of contract.

41.0 ASSIGNMENT

- 41.1 The whole of the works included in the contract shall be executed by the contractor and he shall not directly transferred assign or sublet the contract of any part share or interest therein, nor shall he take a new partner without the written consent of the Superintending Engineer-In-Charge, and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active supervision of the works during their progress.
- 41.2 If the contractor shall cause any part of the work to be performed by is approved sub-contractor the provisions of the contract shall also apply to such sub-contractor and his or its officers, agents, or employees in all respects as if he or it and they were employees of the main contractor, and the main contractor shall not in any manner thereby, be discharged from his obligations liability hereunder, but shall be liable hereunder for all acts and negligence of his sub-contractor, his or its officers, agents, employees and laboureres, No sub contractor shall be made by the main contractor, without the approval of the Superintending Engineer-In-Charge, of both the sub contract and the sub contractor, and such sub contractor shall not in any manner shall affect the provisions hereof. Copies of all such sub contracts shall be furnished to the Superintending Engineer-In-Charge.

42.0 POWER TO VARY OR OMIT WORK :

No alteration, amendments, omissions, additions, suspension, or variation of the work herein after referred to as 'Variation' under the contract as shown by the approved contract drawings or the specifications shall be made by the contractor except as directed in writing by the Engineer-In-Charge. The Engineer-In-Charge shall have full powers and subject to special conditions herein, for time to time during the execution of contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract and the contractor shall carry out such variations and be bound by the same conditions as far as applicable as through the said variations occurred in the specifications. If any suggested variations would be in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees, under the contract, he shall decide forthwith whether or not the same shall be carried out, and if the Engineer confirms his instructions in writing, the contractor's obligation and guarantees shall be modified to such extent as may be justified. The difference of cost, if any, occasioned by any such variations, shall be added to or deducted from the contract price as is warranted. The amount of such difference, if any shall be as certified and determined in accordance with the rates specified in the Schedule of price, so far as the same may applicable and when the rates are not contained in the said Schedules or are not applicable, they shall be settled by the Engineer-In-Charge and contractor jointly and would be subjected to approval of the Competent Authority of the Company which shall be final and binding on the contractor. In any case in which the contract has received instructions from the Engineer-In-Charge for carrying out the work, each either them or later in will in the opinion of the contractor involve a claim for and additional payment, the contractor shall, as soon as reasonably possible after the receipt of the instructions, as aforesaid, advise the Engineer-In-Charge to that effect in writing and in any case within a month of receipt of such instructions, failing which the claim shall not be entertained, nor shall be contractor be eligible for such claims.

43.0 MAINTENANCE AND DEFECTS LABILITY PERIOD :

- 43.1 If the work or any portion thereof shall be damaged in any way excepting by the acts or the Company or if defects not readily detected by proper inspection shall develop before the final

completion and acceptance of the whole work, the contractor shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the engineer-In-Charge. In no case shall defective or imperfect work to be retained.

- 43.2 Six calendar months from the date of completion of contract unless otherwise agreed in writing by the Company will be deemed as the 'Maintenance and defects Liability Period'. In case any defects due to bad materials and/or bad workmanship develop in the work before the expiry of this period, the contractor on notification by the Engineer shall rectify or remedy the defect as at his own cost and he shall make his arrangements to provide materials, labour, equipment and any other appliance required in this regard. In case even no due notification by Engineer, the contractor fails to rectify or remedy the defects, the Engineer shall have the right to get this done, by other agencies and recover the cost incurred plus 15% towards Company overheads by deductions from any money due or that may become due to the contractor or from his security deposit.
- 43.3 The Company may, in lieu of such amending and making good by the contractor, deduct from any money due to contractor or from his security deposit, a sum to be determined by the Company equivalent to the cost of amending such work and in the event of such security deposit being insufficient, recover the balance from the contractor together with any expense the Company may have incurred in connection therewith.
- 43.4 The contractor shall remain liable under the provisions of this clause notwithstanding the passing by the Engineer-In-Charge of any certificate, final or otherwise or the passing of any accounts or payment in part or whole towards any work.

44.0 RATES FOR EXTRA ITEMS OF WORK :

- 44.1 For any item of work required to be executed under this contract and considered essential for completion of the work but for which rate does not exist in the contract shall preferably be derived from similar items under Schedule 'B'. However, if the rate cannot be derived from any item under Schedule 'B', the rate for such extra item of work may be derived from the schedule of rates of Public Works Department of Government of Maharashtra applicable to the site of work during the period of construction, duly adjusted for lead, towards cost of Schedule 'A' materials issued etc. and increased or decreased to the extent of quoted percentage above or below the estimate and accepted under the work order.

The tender shall clearly note that the rates for extra items arrived as above shall be subject to the approval of the Competent Authority of the Company and the decision of the Competent Authority of the Company shall be final and binding on the contractor.

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

45.0 SALES TAX ON THE TRANSFER OR PROPERTY :

The tenderer shall quote their percentage rates for various items of Schedule 'B' including the 'VAT' on the transfer of property in goods involved in execution of works contract (Re-enacted) Act 1989 as amended upto date, turn over tax and all other taxes levied by the Government Local, State or Central and applicable to works contracts.

46.0 PRICE ESCALATION CLAUSE :

Price escalation clause is not applicable to this tender work, unless and otherwise it is specifically mentioned in the bid form at the end of tender.

47.0 PARTICULARS OF TENDERERS :

The tenderer shall give details of his / their previous experiences including that in MSEDCL and any other details as the wish to give in Annexure 'A'. If no particulars are given, it would be presumed that the tenderer has no previous experience, and his tender will be evaluated accordingly.

48.0 SPECIAL NOTICE OF CONDITIONS :

- 48.1 If the price quoted by the contractor by any chance is above or below 5% (Five percent) of the estimate a detailed analysis and note in justification of the quotation should accompany the tender, failing which the tender may not merit consideration and would be treated as arbitrary.
- 48.2 Conditional tender / tenders with rate adjustment against payment of mobilization / machinery cash / advance etc. would not be considered.
- 48.3 Contractor has to submit the computerized R. A. Bill along with recovery statement, materials account, etc. in the proforma prescribed by this office.
- 48.4 The specification for material executions of work etc. the same will be referred from RED Book of standard specifications of Govt. of Maharashtra B & C Department.
- 48.5 MSEDCL (M.S.E.B.) booklet for 'Tender & Contract for works' is applicable for this tender.

NOTE :- 48.4 & 48.5 are part of tender document and are available at office for reference.

SIGNATURE OF CONTRACTOR
With the Seal or Stamps

EXECUTIVE ENGINEER (CIVIL),
Civil Constn. Cum Maint. Divn.,
M. S. E. D. C. L., Kalyan.

DATE :-

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.
CCCM DIVISION, KALYAN**

SCHEDULE – B

PART – I

Name of the Work :- Renovation of compound wall, replacement of AC sheet roof and other civil maint. works for section office (Urban) at Shivaji Chowk, Mahad Dist. Raigad.

Item No.	Qty.	Description of work	Rate	Unit	Amount
1	2	3	4	5	6
1.	26.00	Dismantling carefully the existing structures of stone masonry in lime or cement mortar, including sorting out serviceable materials and stacking the dismantled material neatly as directed etc. complete.	69.00	Cumt.	1794.00
2.	34.00	Dismantling T.W. penelled partition carefully including frame work and stacking the materials as directed with all leads, lifts etc. complete.	29.00	Sqmt.	986.00
3.	3.00	Dismantling doors and windows with frames and stacking the materials as directed with all leads, lifts etc. complete.	56.00	No.	168.00
4.	345.00	Dismantling cement or lime plaster including disposing off the spoils as directed with all leads, lifts etc. complete.	11.00	Sqmt.	3795.00
5.	200.00	Dismantling G.I. and A.C. sheet roof covering and stacking them as and where directed in the compound, including scaffolding etc. complete.	8.00	Sqmt.	1600.00
6.	79.00	Excavation for foundation in earth, soils of all types, sand gravel and soft murum including removing the excavated materials up to a distance of 50 metres beyond the building area and lift as specified, stacking and spreading, necessary dewatering unless provided elsewhere, preparing the bed for the foundation and required backfilling ramming, watering, shoring and strutting etc. complete as directed.	90.00	Cumt.	7110.00
7.	20.00	Providing dry trap/rubble stone soling 15cm to 20cm. thick including hand packing and compacting etc. complete.	437.70	Cumt.	8754.00
8.	9.00	Providing and casting in situ cement concrete in proportion 1:3:6 of trap metal for foundation and bedding, including bailing out	2870.40	Cumt.	25833.60

		water manually, formwork, compaction and curing etc. complete.			
9. a)	21.00	Providing uncoursed rubble masonry of trap stones in cement mortar 1:6 in foundation and plinth of inner wall, including bailing out water manually, striking joints on unexposed faces and watering etc. complete.	1999.90	Cumt.	41997.90
9. b)	36.00	----do ---- with old removed rubble ---	1709.00	Cumt.	61524.00
10.	94.00	Providing uncoursed rubble masonry of trap stones in cement mortar 1:6 in superstructure, including racking out joints when plastering is to be done/ striking out joints, watering and scaffolding etc. complete.	2152.90	Cumt.	202372.60
11.	15.00	Providing and casting in situ cement concrete M-15 of trap metal for coping to plinth or parapet, moulded or chamfered as per drawings or as directed by Engineer-In-Charge., roughening the exposed faces if special finish be provided and curing etc. complete.	3643.00	Cumt.	54645.00
12.	510.00	Providing and fabricating structural steel work in rolled sections like joist, channels, angles, tees etc. as per detailed design and drawings or as directed including cutting, fabricating, hoisting erecting, fixing in position making riveted/bolted/welded connections with connecting plates, braces etc. and including one coat of anticorrosive paint and over it two coats of oil painting of approved quality and shade etc. complete.	60.00	Kg.	30600.00
13.	880.00	Providing & fixing barbed wire of approved quality and make to the existing MS engle with clips etc complete as directed.	21.90	Rmt.	19272.00
14.	510.00	Providing cement plaster 12mm thick in a single coat, in cement mortar 1:3 with neeru finish to concrete or brick surface in all position including raking out joints, scaffolding and curing etc. complete.	123.30	Sqmt.	62883.00
15.	440.00	Providing tuck-pointing with cement mortar 1:3 stone/brick masonry including and curing etc. complete.	88.00	Sqmt.	38720.00
16.	34.00	Providing, supplying and fixing in position anodized extruded aluminium partitions with both sides laminated panels having frame of aluminium tubular section of size 40mmx65mm with 9mm thick three layered flat pressed teak wood particle board bonded with BWP type exterior grade phenol formaldehyde synthetic resin conforming to I.S. 12823-1990, laminated on both sides, fixed with aluminium glazing clips of size 12x12mm as per approved drawing etc.	2874.00	Sqmt.	97716.00

		complete. (sample to be got approved from Ex. Engineer before use).			
17.	6.00	Providing and fixing anodized aluminium with both side laminated panel doors including door frame with powder coating and necessary fixtures, as per IS std. and detailed drawing etc. complete. (sample to be got approved from Ex. Engineer before use)	3060.00	Sqmt.	18360.00
18.	200.00	Providing and fixing 6mm thick asbestos cement corrugated sheet roofing conforming to I.S. 459-1970, including galvanized iron J or L hook bolts, galvanized iron and bituminous washers, galvanized iron clamp bolts and nuts and scaffolding etc. complete.	345.00	Sqmt.	69000.00
19.	27.00	Providing and fixing 6mm thick asbestos cement ridge capping for roofing conforming to I.S. 459-1970, including galvanized iron hook bolts, galvanized iron and bituminous washers, galvanized iron clamp bolts and nuts and scaffolding etc. complete.	266.00	Sqmt.	7182.00
			Total Part – I		7,54,313.10

PART – II

Name of the Work :- Providing toilet block for section office (Urban) at Shivaji Chowk, Mahad

Item No.	Qty.	Description of work	Rate	Unit	Amount
1	2	3	4	5	6
1.	11.00	Excavation for foundation in earth, soils of all types, sand gravel and soft murum including removing the excavated materials up to a distance of 50 metres beyond the building area and lift as specified, stacking and spreading, necessary dewatering unless provided elsewhere, preparing the bed for the foundation and required backfilling ramming, watering, shoring and strutting etc. complete as directed.	90.00	Cumt.	990.00
2.	5.00	Providing dry trap/rubble stone soling 15cm to 20cm. thick including hand packing and compacting etc. complete.	437.70	Cumt.	2188.50
3.	1.00	Providing and laying in situ cement concrete in proportion 1:3:6 of trap metal for foundation and bedding, including bailing out water manually, formwork, compaction and curing etc. complete.	2870.40	Cumt.	2870.40
4.	9.00	Providing second class Burnt Brick masonry with conventional/I.S. type bricks in cement	2630.80	Cumt.	23677.20

		mortar 1:6 in foundations and plinth of inner walls and external walls, including bailing out water manually, striking joints on unexposed faces, racking out joints on exposed faces and watering etc. complete.			
5.	7.00	Providing second class Burnt Brick masonry with conventional/I.S. type bricks in cement mortar 1:6 in superstructure, including striking joints, racking out joints, watering and scaffolding etc. complete.	2842.80	Cumt.	19899.60
6.	4.00	Filling in plinth and floors with approved excavated materials in 15cm to 20cm layers including watering and compaction etc. complete.	39.00	Cumt.	156.00
7.	1.00	Providing and laying in situ cement concrete in proportion 1:3:6 of trap metal for foundation and bedding, including bailing out water manually, formwork, compaction and curing etc. complete.	3376.00	Cumt.	3376.00
8.	12.00	Providing Second class Burnt Brick masonry with conventional/I.S. type bricks in cement mortar 1:4 in half brick thick wall including mild steel longitudinal reinforcement of 2 bars of 6mm diameter/ 2 hoop iron strips 25mm x 1.6 mm painted with anticorrosive paint at every third course properly bent and bonded at ends, scaffolding, racking out joints and watering etc. complete.	465.80	Sqmt.	5589.60
9.	0.100	Providing and fixing in position- H.Y.S.D. bar reinforcement of various dia meters for R.C.C. pile caps, footings, foundations, slabs, beams, columns, canopies, staircases, newels, chajjas, lintels, pardies, coping, fins, arches, etc. as per detailed designs, drawings and schedules, including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required etc. complete.	51896.00	M.T.	5189.60
10.	0.80	Providing and casting in situ cement concrete M-20 of trap metal for R.C.C. Beams and Lintels as per detailed drawings and designs or as directed by Engineer-In-Charge., including centering, formwork, compacting, roughening the surface if special finish is to be provided and curing etc. complete.	4936.60	Cumt.	3949.28
11.	10.00	Providing sills, jambs and frames of polished Black Kadappa stone 25 to 30mm thick, on a bed of cement mortar 1:4 including neat cement float, filling joints with cement slurry, curing, polishing, rounding edges, cleaning etc. complete.	497.10	Sqmt.	4971.00
12.	6.00	Providing and fixing Sixtex or equivalent	1775.00	Sqmt.	10650.00

		single leaf door shutter of approved colour made out of extruded rigid PVC hollow section DWUF 305 shutter frame of size 24x47mm having double wall construction as vertical style, top and bottom rails and middle lock rails of size 26x94mm and the panel SPUF 105 hollow plastic section of size 12x150mm joined each other by tongue and groove inter locking system and all shutter frames, lock rails, styles reinforced by seasoned wood inside for hinges, aldrops, tower bolts, door stopper etc. All corners should be machine cut joined each other by metal screw after inserting rigid L bracket PVC reinforced of size 125x200mm including synthetic metal fixtures and fastenings remarking, damage surface etc. complete.			
13.	62.00	Providing internal cement plaster 12mm thick in a single coat, 1:4 with neeru finish to concrete or brick surface in all position including raking out joints, scaffolding and curing etc. complete.	112.30	Sqmt.	6962.60
14.	9.00	Providing & laying coloured glazed tiles of 200x100mm and 5 to 6mm thick for flooring and laid on CM 1:4 including neat cement float, filling joints with white cement slurry, curing and cleaning etc. complete.	751.10	Sqmt.	6759.90
15.	27.00	---- do --- for dado and skirting	764.10	Sqmt.	20630.70
16.	1.00	Providing and laying white/approved coloured marble slab 20mm thick of approved quality colour for Urinal partition on bed of CM 1:4 including neat cement float, filling joints with slurry to match colour of the slabs, curing, polishing and cleaning complete.	2211.00	Sqmt.	2211.00
17.	2.00	Providing and fixing Orissa type white glazed earthenware 625x450mm water closet pan of IS Std without flushing cistern and with BB cobe including 'P' trap CI Boil and vent pipes up to the outside face of wall including 100mm CI plug bend, CC bedding and making good the walls and floors etc complete.	3421.00	No.	6842.00
18.	1.00	Providing and fixing of approved quality and make group of two white glazed earthenware lipped flat back type urinal with fibre/UPVC 5 litres capacity flushing cistern with fittings, inlet pipe with stop tap, brackets for 32mm dia UPVC flush pipe with fittings etc complete.	2079.00	No. (Pair)	2079.00
19.	2.00	Providing and fixing white glazed wash hand basin of size 55x40cm including cold water	1617.00	No.	3234.00

		pillar taps, brackets, rubber plugs and brass chain, stop tap, chromium plate bottle trap and necessary pipe connections including UPVC waste pipe and trap upto the outside face of the wall, making good the damaged surface, testing etc. complete.			
20.	47.00	Providing sand face plaster externally in two coats using approved screened sand in all positions, including providing base coat of 15mm thick in cement mortar 1:4 mixing approved water proofing compound at the rate of 1 Kilogramme/50 kg of cement and curing the same for not less than two days and keeping the surface of base coat rough to receive the sand faced treatment 8mm thick in cement mortar 1:4 and finishing the surface by taking out grains and curing for 14 days including preparing the surface, watering and scaffolding etc. complete.	247.10	Sqmt.	11613.70
21.	35.00	Providing and applying washable oil bound distemper of approved colour, shade and quality to old/new surface, in two coat including scaffolding, preparing the surfaces etc. complete.	39.00	Sqmt.	1365.00
22.	3.00	Providing and fixing in position aluminium louvered windows/ventilators (IS Std.) of various sizes with powder coating including aluminium frames 80x38mm box type 5mm thick sheet glass louvers, clips/rubber plain gaskets of approved quality etc. complete.	1911.00	Sqmt.	5733.00
23.	47.00	Providing and applying two coats of waterproof cement paint of approved manufacture and colour to the plastered surface, including scaffolding preparing the surface, watering for two days etc. complete.	42.00	Sqmt.	1974.00
24.	2.00	Providing and constructing Brick Masonry Inspection chamber and 90x45cm and 45 to 90cm in depth including 1:4:8 cement concrete foundation 1:2:4 cement concrete channels, brick masonry, plastering in cement mortar 1:3 and airtight RCC lid with frame fixed in cement concrete 1:2:4 curing etc. complete.	3571.60	No.	7143.20
25.	2.00	---- do ---- 60 x 45 cm size	2815.20	No.	5630.40
26.	12.00	Providing and laying salt glazed stoneware pipe of 100mm diameter including fittings such as bends, tees, single junction, double junction, laying, jointing including excavation and refilling trenches etc. complete.	134.00	Rmt.	1608.00
27.	20.00	Providing and laying on walls/ceiling/floors 15mm diameter approved medium type	131.00	Rmt.	2620.00

		Galvanized iron pipe having embossed at every meter the ISI mark and manufacturer name with screwed sockets, joints, and necessary galvanized iron fittings such as backnuts, elbows, bends, tees, reducers including drilling in holes and remaking good and applying primer and two coats of oil painting including necessary scaffolding etc. complete.			
28.	3.00	Providing and fixing 15mm dia. screw down bib/stop tap brass of approved quality and make including necessary sockets, union nut, testing etc. complete.	138.00	No.	414.00
29.	2.00	Providing and fixing 15mm dia brass stop tap of approved quality and make with clutch/wheel including sockets/union nut and brick masonry chamber with cast iron-frame and mild steel hinged cover with locking arrangement and lock etc. complete.	253.00	No.	506.00
30.	3.00	Providing and fixing 10cm dia. PVC Nahani Trap fixed with PVC grating, PVC plug bend and piece of PVC pipe upto bend, scaffolding etc. complete.	291.00	No.	873.00
31.	3.00	Providing and fixing 15x10cm of approved quality salt glazed stoneware gully trap in cement concrete 1:4:8 outside the building including symet grating in the sink, connecting glazed stoneware pipe, brick masonry chamber with RCC lid and symet grating for the gully trap, testing etc. complete.	641.00	No.	1923.00
32.	100.00	Providing and fabricating structural steel work in rolled sections like joist, channels, angles, tees etc. as per detailed design and drawings or as directed by Engineer –In –Charge including cutting, fabricating, hoisting erecting, fixing in position making riveted/bolted/welded connections with connecting plates, braces etc. and including one coat of anticorrosive paint and over it two coats of oil painting of approved quality and shade etc. complete.	60.00	Kg.	6000.00
33.	20.00	Providing and fixing sintex or equivalent door frames made out of rigid PVC hollow section DWEF-405 of size 48mmx40mm with steel reinforcement ST-22 of size 22x18mm machine cut and welded and tie rod at the bottom including fixing 100mm long expandable screws in required number with wooden plugs fixed in walls as holdfasts and remaking damaged surface etc. complete.	270.00	Rmt.	5400.00

34.	18.00	Providing and fixing 6mm thick asbestos cement corrugated sheet roofing conforming to I.S. 459-1970, including galvanized iron J or L hook bolts, galvanized iron and bituminous washers, galvanized iron cramp bolts and nuts and scaffolding etc. complete.	345.00	Sqmt.	6210.00
35.	18.00	Providing and applying white wash of approved quality in two coats on old/new plastered or masonry surface & asbestos cement sheets, including scaffolding and preparing the surface by brushing and brooming down complete.	5.00	Sqmt.	90.00
			Total Part - II		1,91,329.68

Summary Abstract

Total Part - I Rs. 7,54,313.10

Total Part - II Rs. 1,91,329.68

Total Rs. 9,45,642.78

Say Rs. 9,45,643.00

**(In Words:- Rupees Nine lakhs Forty Five thousand Six hundred
Forty Three only)**

**Executive Engineer (Civil)
CCCM Division, Kalyan.**

I/We am/are ready to execute the above prescribed work at rate of :

_____ % above. (In words)

_____ % below. (In words)

AT PAR _____ to the estimated cost.

Dated :

Signature of Contractors :

Name : _____

Address : _____

Tender No. EEC/KYN/T- 14/2009-2010

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO. LTD.
CIVIL CONSTN. CUM MAINT. DIVISION, KALYAN.**

Name of Work : Renovation of compound wall, replacement of AC sheet roof and other civil maint. works for section office (Urban) at Shivaji Chowk, Mahad Dist. Raigad.

Estimated Cost : Rs. 9,45,643/- (Rs. Rupees Nine lakhs Forty Five thousand Six hundred Forty Three only)

Notes :-

1. If the percentage quoted varies more than 5% (above or below) over the estimated cost, detailed rate analysis should be submitted along with the tender in the same cover failing which tender will be liable for rejection at the discretion of the undersigned.
2. No price escalation is made applicable to this work and no claims for price variation will be entertained on any account.
3. Contractor shall quote his/their rates in figures as well as in words. In case of discrepancy, the rates quoted in words shall be taken as final.
4. Conditional rebates will not be accepted.
5. Tax deduction under Work Contract Act at 2% will be made from the Contractor's bills on the gross amount as applicable for this contract.

**EXECUTIVE ENGINEER (CIVIL)
Civil Constn. Cum Maint. Divin.
M. S. E. D. Co. Ltd., Kalyan.**